

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Simon Property Co	phone: 0401 528 262 email: simon@simonpropertyco.au
co-agent		
vendor	Ilonka Lesnjakovic 61 Cambridge Street Blacktown NSW 2148	
vendor's solicitor	Phoenix Law/Crown City Conveyancing PO Box 994, Wollongong NSW 2520	phone: 42448462 email: aleks@phoenixlaw.net.au ref: 2025/795
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	19 Potts Street Oran Park NSW 2570 LOT 9325 DEPOSITED PLAN 1233336 Folio Identifier 9325/1233336	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ 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	☐ air conditioning ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ blinds ☐ curtains ☐ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ other: remotes for garage
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
Signed by Ilonka Lesnjakovic _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

Choices

Vendor 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)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract Other ☐ 60
Home Building Act 1989	
☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover	
Swimming Pools Act 1992	
☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • 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 served 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.

19 POTTS ST ORAN PARK NSW 2570

PHOENIX LAW - SPECIAL CONDITIONS
ANNEXURE TO CONTRACT FOR THE SALE AND PURCHASE OF LAND

1. The Vendor and the Purchaser agree that should any event arise entitling the Vendor to issue a Notice to Complete on the Purchaser then the Vendor shall be entitled to serve such a Notice on the Purchaser requiring the Purchaser to complete this Contract within a period of fourteen (14) days from the service of such notice (making time of the essence in this regard). The said period of fourteen (14) days shall be a proper and reasonable time.
2. If the purchase price or any part thereof is not paid by the Purchaser to the vendor on the date specified for completion ("the completion date") then (and in addition to all other remedies available to the vendor) the Purchaser shall pay to the Vendor interest on the balance of the purchase price at the rate of ten per centum (10%) per annum computed from the completion date until the actual date of payment to the Vendor.

The Purchaser shall not be obliged to pay interest by the reason of the Vendor being unable or unwilling to complete this Agreement.

The Purchaser shall pay the sum of \$550.00 to cover legal costs and other expenses incurred as a consequence of the delay as an additional adjustment on completion.

The Purchaser shall not be entitled to require the Vendor to complete this Agreement unless such interest and costs are paid to the Vendor on completion.

3. The Purchasers acknowledge having inspected matters property and inclusions (if any) prior to entering into this contract and rely entirely upon their inspection and do not rely upon any warranty, representation or statement made by the Vendors, their Agent or any other person purporting to represent the Vendor in respect of the condition or state of repair of the property and inclusions and accepts the property and inclusions in their present condition and state of repair and subject to all faults and defects of quality therein both latent and patent and shall not require the Vendor to contribute to the cost of or carry out any work howsoever required by any Financial Institution, the Council pursuant to any application for a Building Certificate pursuant to the Local Government Act or otherwise, and shall not make or take any objection, requisition or claim for compensation in relation to any or all of the matters aforesaid.
4. The Purchaser warrants that the Purchaser was not introduced to the Vendor or to the property by any Agent or employee of an Agent other than the Agent, if any, named as such in this Agreement and that in the event that it is found that this warranty is untrue and as a result thereof that the Vendor is liable for the payment of an agents commission arising from this Agreement other than to any Agent herein named as such, then the Purchaser shall and does hereby indemnify the Vendor in respect of the payment of any such commission and also for the payment of any costs or expenses involved in the defending of any claim for such commission. This condition and warranty shall ensure and remain in full force and effect notwithstanding completion hereof and shall not be deemed to merge in the transfer on completion of this Agreement.

5. Without in any manner, negating, limiting or restricting any rights or remedies which would have been available to the parties at Law or in Equity if this clause had not been included herein it is agreed that -
- a. if either the Vendor or the Purchaser (or if two or more persons are selling or purchasing jointly then if any one of them) shall die or become mentally ill or, being an individual, be declared bankrupt or enter into any scheme of arrangement or make any assignment for the benefit of the creditors, then the Purchaser (in the case of any of these events happening to the Vendor or any one of them) or the Vendor (in the case of any of these events happening to the Purchaser or any one of them) may by notice in writing to the Solicitor named herein as the other parties Solicitor rescind this Agreement whereupon the Provisions of Clause 19 hereof shall apply; and
 - b. if either the Vendor or the Purchaser (or if two or more persons or Companies are selling or purchasing jointly then if any one of them) shall, being a Company, resolve to go into liquidation or have a petition for its winding up presented or enter into any scheme or arrangement with its creditors under the Corporations Law or any other similar legislation, or if a Receiver or Official Manager of it shall be appointed, then that party (and its joint Vendor(s) or joint Purchaser(s) as the case may be) shall be deemed to be in default hereunder.

6. No objection shall be taken nor requisition raised by the Purchaser if it should be found that any boundary or the land in the said Certificate of Title be not fenced or that any boundary fence or wall shall not be on or within such boundary.

7. **Release of Deposit**

The deposit or part thereof referred to herein, shall be released if required for the vendor's use as a deposit on their purchase of a property or for payment of stamp duty on such purchase and where there has been release for use as a deposit it shall only be paid into the trust account of a licensed Real Estate Agent or registered solicitor and provided that such deposit shall not be further released without the purchaser's express written consent. This special condition shall be taken to be sufficient authority for the stakeholder to release the deposit to the vendor at the vendor's request.

8. **Interest on late completion**

In the event the purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and the purchaser has paid a deposit of less than ten per centum (10%) of the purchase price; and the vendor terminates this contract; then the vendor shall be entitled to recover from the purchaser an amount equal to ten per centum (10%) of the purchase price less any deposit paid, as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any remedies available to the vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This special condition shall not merge upon completion of this contract.

9. **Intentionally Deleted**

10. If a survey report is attached to this contract, the purchaser acknowledges that no objection or requisition shall be raised nor claim for compensation made nor shall it seek to rescind or terminate this contract nor delay its completion in respect of any encroachment (including fencing encroachments) onto the property or any improvements (including fences) forming part of the property which encroach onto the land adjoining the property; and the vendor will not be required to show any compliance with the provisions of the Local Government Act or any Regulations, Ordinances, Instruments or Schemes thereunder.
11. If a building certificate under Section 149D of the Environmental Planning and Assessment Act, 1979 is attached to this contract, the purchaser shall not be entitled to make any requisitions, objections or claim for compensation in respect of any matter arising thereout.
12. The Purchaser acknowledges that this Contract and further conditions annexed hereto set out all the terms, conditions, warranties and arrangements between the parties and accepts this Contract as the whole agreement between the parties.
13. **Deposit bond**
 - (a) In this agreement the "Bond" or "Guarantee" mean a bond or guarantee issued to the Vendor at the request of the Purchaser by..... ("the Guarantor") and in and to the effect of, the form annexed hereto.
 - (b) The delivery of the Bond, upon or before the making of this agreement, is required to be paid to the person nominated in this agreement to hold the deposit and shall to the extent of the amount guaranteed under the Bond, be deemed for the purposes of this agreement to be payment of the deposit in accordance with this agreement.
 - (c) The Purchaser shall pay the amount stipulated in the Bond to the Vendor in cash or by unendorsed bank cheque on completion of this agreement or at such other time as may be provided for the deposit to be accounted for to the Vendor.
 - (d) If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then, to the extent that the amount has not already been paid by the Guarantor under the Bond, the Purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the person nominated in this agreement to hold the deposit.
 - (e) The Vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the deposit under paragraph (d) above.
 - (f) In the event that a Deposit Bond is acceptable to the Vendor, the deposit holder shall be the Vendors Solicitor.

14. Where the Purchaser named in this Contract is a company or incorporated association, the person(s) executing the Contract on behalf of such an entity warrants that he or she has full power and authority to do so. That person(s) by his or her execution hereof hereby personally guarantees to the Vendor all of the Purchaser's obligations under this Contract as if the person(s) were the Purchaser in his or her own right.
15. If any provision contained in the standard printed Contract for Sale is or becomes inconsistent with any provision of these Additional Clauses or Special Conditions, the Additional Clauses or Special Conditions shall prevail to the extent of the inconsistency.
16. Clause 7.1.1 is amended by replacing the figure "5%" with "\$1,000.00".
17. Clause 7.2.1 is amended by replacing the figure "10%" with \$1,000.00.
18. **Deposit**

If the vendor agrees in writing to accept a payment of less than 10% of the price on the contract date the purchaser specifically acknowledges and agrees that the deposit payable, in consideration of the vendor entering the contract with the purchaser, is the sum representing 10% of the price which is payable as follows:

- 18.1.1 to the *depositholder* the amount being 5% of the price on the contract date; and,
- 18.1.2 to the vendor by unendorsed bank cheque the amount being 5% of the price on the earlier of the date of actual completion or the termination date and in this respect time is of the essence.
- 18.2 The provisions of this clause shall not merge on completion or termination of this contract to the extent that the same may be relied upon by the vendor in enforcing the recovery of the payment of the 10% deposit, or any part thereof which remains unpaid, without affecting or diminishing such other rights available to the vendor under this contract whether at law or in equity arising from any default by the purchaser.
- 18.3.1 In the event that this clause applies and notwithstanding clause 2.9, the parties further agree as follows:
 - 18.3.1 that part of the deposit which has been paid by the purchaser shall be invested by the *depositholder* if the vendor so instructs the *depositholder*; andall interest earned on such investment is to be retained by the vendor.

19. Information Certificates

The vendor authorises the purchaser to at their own cost obtain strata report, certificates of currencies and or certificate under section 184 of the *Strata Scheme Management Act* NSW 2015 or section 26 of the *Community Land Management Act* NSW 1989 in respect of the lot(s) certificate. The purchaser shall obtain the certificate for the purpose of and in readiness of settlement.

20. Purchaser's Acknowledge

To the extent allowed by law, the purchaser acknowledges and agreed that is shall not make any objections, requisition, or claim for compensation in respect of, nor shall the purchaser be entitled to rescind or terminate the contract to delay settlement by reason of, any latent or patent defect or in respect of any of the following matters:

- 20.1 In the event any boundary of the property is not fenced
- 20.2 The condition or state of repair of any boundary fences.
- 20.3 Any tree preservation order in relation to the property
- 20.4 Any infestations and dilapidation
- 20.5 The location of the sewage diagram as disclosed in the sewage service or location print diagram
- 20.6 The presence of the property of any existing water, sewer manhole, vent, pipes, mains, wire channels, distributors or other connections relating to water, sewerage, drainage, electricity, gas, or telephone service and plumbing services and connections to the property.
- 20.7 Any non-compliance that is disclosed herein or not disclosed as vendor is unaware with the Local Government Act or any ordinance under the Act in respect of any buildings in the land.
- 20.8 Where any work id ordered to be carried out by the Local Council and to relevant government bodies this will be carried out by the Purchaser at their own expense.
- 20.9 The Location of the sewerage diagram as disclosed in the sewerage service other location print diagram.
- 20.10 The presence of any environmental hazards or contamination on, in within it around the property.
- 20.11 Holes in from removal of any artwork, picture frames, TV brackets or shelving.

21. Requisitions on title

21.1. The purchaser's right to raise requisitions pursuant to clause 5 is waived unless specifically provided for in this contract. The purchaser is not entitled to make any further requisition in relation to this contract or the subject matter of this contract.

22. **Guarantor for Corporate Purchaser**

If the Purchaser (and, if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this contract with the Purchaser, it is an essential clause of this contract that the directors of the Purchaser

.....of.....

name andof.....

("the Guarantor") jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this contract and indemnify and must keep indemnified the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor, resulting or arising from any failure by the Purchaser to perform or observe any of the obligations on its part to be performed or observed. This guarantee and indemnity is a continuing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligation arising under this clause. This guarantee and indemnity is deemed to constitute a principal obligation between the Guarantor and the Vendor.

Signed, sealed and delivered by the Guarantor in the presence of:

.....
Signature of witness

.....
Signature of guarantor

.....
Name of witness (print)

Signed, sealed and delivered by the Guarantor in the presence of:

.....
Signature of witness

.....
Signature of guarantor

.....
Name of witness (print)

23. End of Year Settlements

- 23.1 Nothing in this Contract shall have effect of requiring either party to complete this Contract between the 19th day of December in the year in which the Contract is made and the 12th day of January in the following year.



FOLIO: 9325/1233336

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
4/9/2025	11:52 AM	2	4/2/2019

LAND

LOT 9325 IN DEPOSITED PLAN 1233336
AT ORAN PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1233336

FIRST SCHEDULE

ILONKA LESNJAKOVIC
SAVO LESNJAKOVIC
AS JOINT TENANTS (T AP41265)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1233336 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 3 DP1233336 EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1233336 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT
- 5 DP1233336 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
- 6 DP1233336 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (20) IN THE S.88B INSTRUMENT
- 7 DP1233336 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT
- 8 DP1233336 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (22) IN THE S.88B INSTRUMENT
- 9 DP1233336 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (23) IN THE S.88B INSTRUMENT
- 10 DP1233336 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (24) IN THE S.88B INSTRUMENT

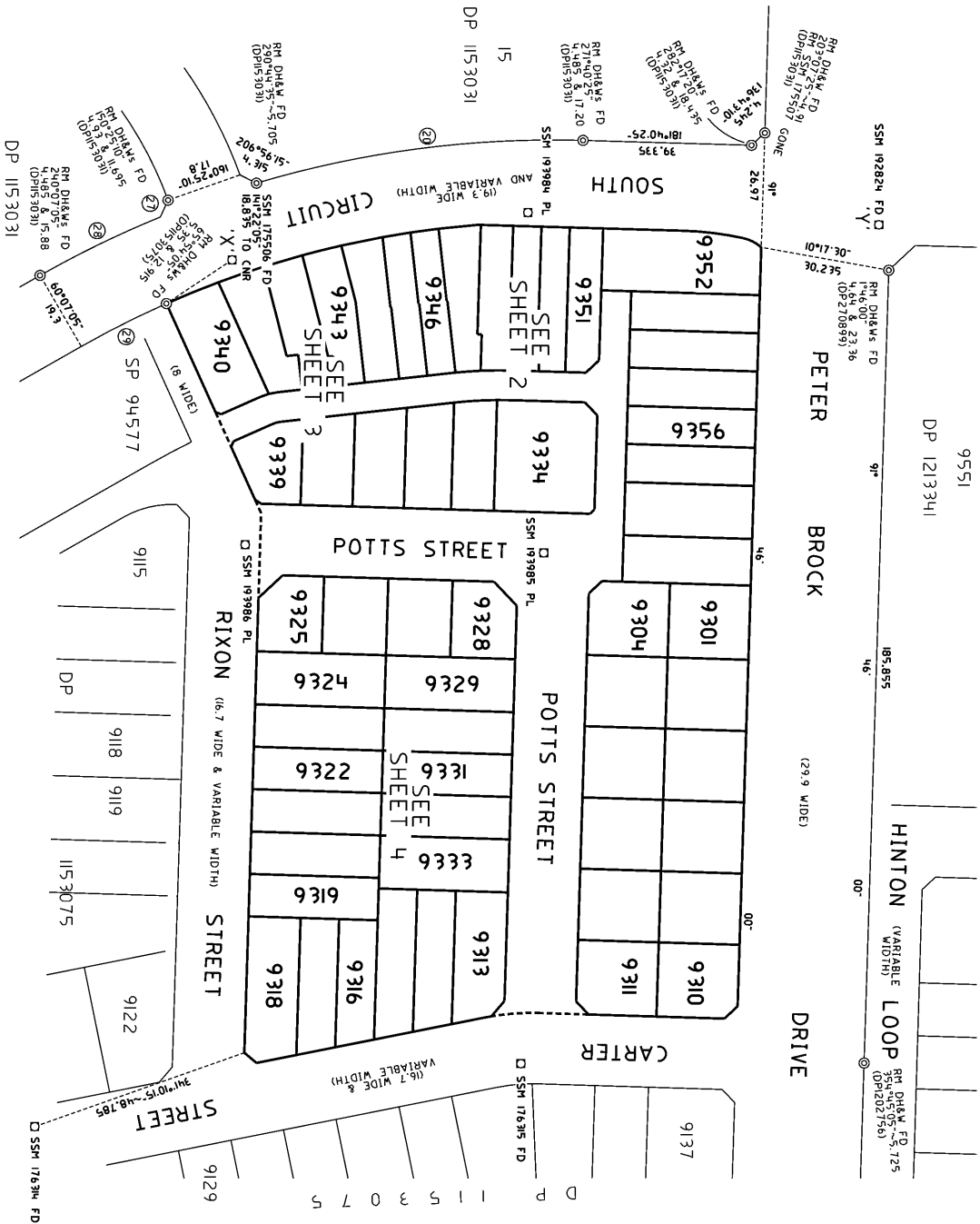
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Pending...

PRINTED ON 4/9/2025



SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
20	172° 28' 00"	76.655	77.195	240.2
27	114° 30' 35"	4.355	31.28	240.2
28	153° 50' 55"	31.26	220.9	
29	333° 00' 35"	22.29	22.3	

HEIGHT DIFFERENCE SCHEDULE			
FROM	TO	HEIGHT DIFFERENCE	METHOD
SSM175506	SSM193984	+1.14	DIFFERENTIAL LEVELLING
SSM193984	SSM193985	-5.175	DIFFERENTIAL LEVELLING
SSM193985	SSM176315	-4.33	DIFFERENTIAL LEVELLING
SSM176315	SSM193986	+4.26	DIFFERENTIAL LEVELLING
SSM193986	SSM175506	+4.105	DIFFERENTIAL LEVELLING

HEIGHT SCHEDULE					
MARK	AHD VALUE	CLASS	ORDER	HEIGHT DATUM VALUATION	STATE
SSM175506	97.170	LD	L4	SCMS ADOPTED	PLACED
SSM193984	98.31	U	U		FOUND
SSM193985	93.135	U	U		PLACED
SSM176315	88.805	LD	L4	SCMS	FOUND
SSM193986	93.065	U	U		PLACED

Connections		
Mark	MGA Ground	Survey
SSM175506	SSM192824	0° 31' 01"
SSM192824	SSM176315	113° 04' 03"
SSM176315	SSM176314	173° 56' 37"
SSM175506	SSM193984	281° 48' 05"
SSM193984	SSM193985	351° 59' 07"
SSM193985	SSM176315	94° 17' 40"
SSM176315	SSM193986	359° 12' 35"
SSM193986	SSM175506	85° 05' 15"

COORDINATE SCHEDULE				
MARK	MGA COORDINATES	CLASS	ORDER	METHOD
SSM175506	291865.759	C	3	FOUND
SSM176314	292058.876	C	3	FOUND
SSM176315	292058.132	C	3	FOUND
SSM192824	291867.106	D	4	FOUND
SSM193984	291865.393	U	U	PLACED
SSM193985	291931.430	U	U	PLACED
SSM193986	291932.560	U	U	PLACED

NAME: PAUL MICHAEL DALY

DATE: 10-08-2018

REFERENCE: 0432079(S)DP

PLAN OF

SUBDIVISION OF LOT 9195 IN DP1153075

LGA: CAMDEN

Locality: ORAN PARK

Reduction Ratio: 1:500

Lengths are in metres

REGISTERED

18.01.2019

DP NUMBER

DP1233336

Req:R880904 /Doc:DP 1233336 P /Rev:18-Jan-2019 /NSW LRS /Pgs:ALL /Prt:05-Sep-2025 11:42 /Seq:1 of 9 © Office of the Registrar-General /Src:InfoTrack /Ref:20257795



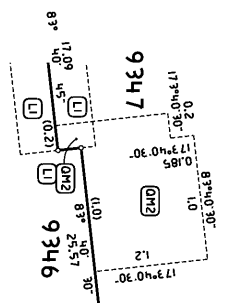
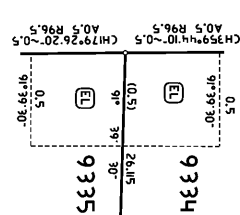
PETER BROCK DRIVE

PETER BROCK DRIVE

DIAGRAM 2C
NOT TO SCALE

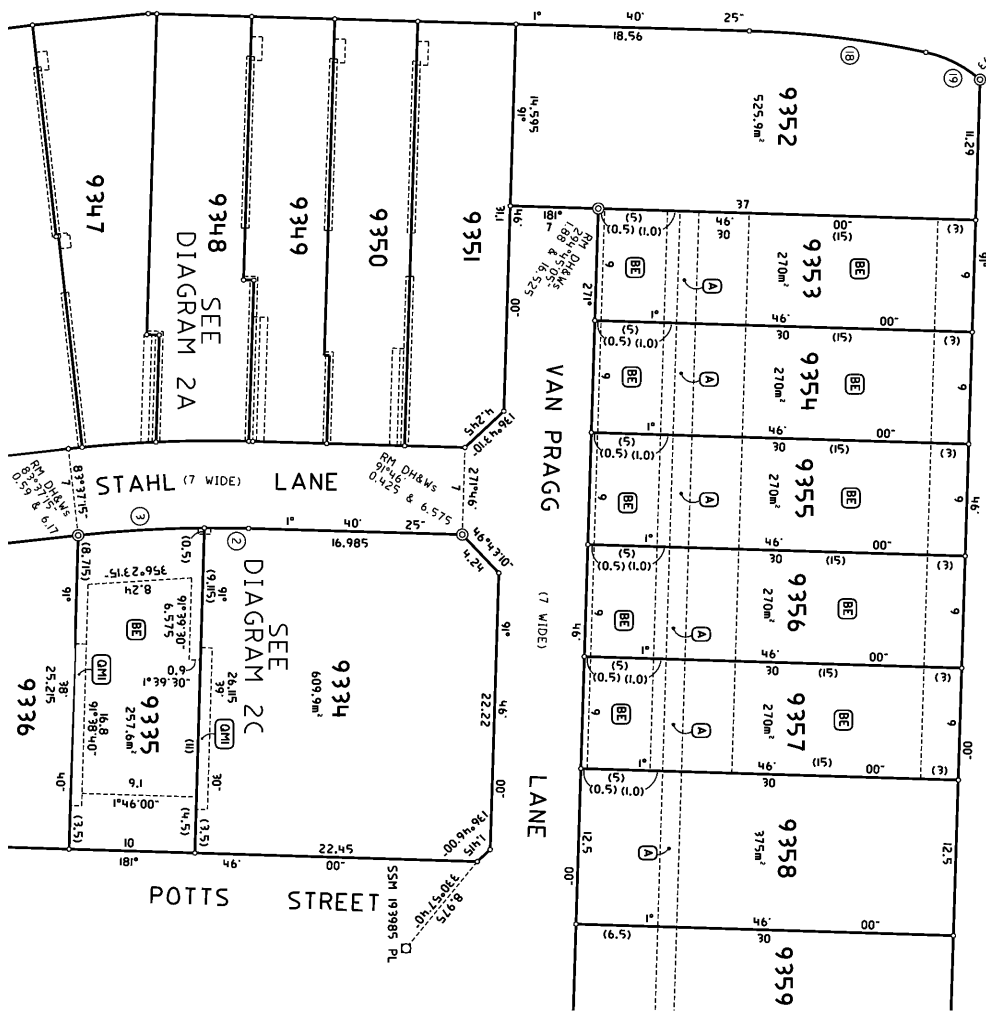
PETER BROCK DRIVE

DIAGRAM 2B
NOT TO SCALE

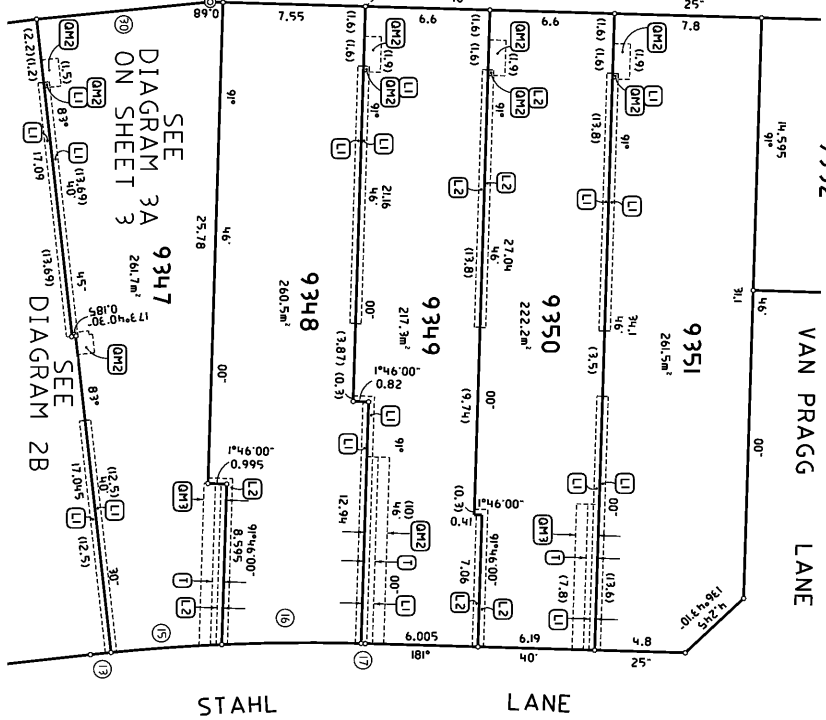


SCHEDULE of SHORT & CURVED BOUNDARIES					
NO.	BEARING	CHORD	ARC	RADII	
2	0°37'50"	3.51	3.51	96.5	
3	336°36'15"	10.045	10.05	96.5	
13	173°55'30"	1.1	1.1	103.5	
15	175°51'30"	5.88	5.88	103.5	
16	179°31'45"	7.38	7.385	103.5	
17	181°37'25"	0.185	0.185	103.5	
18	6°58'20"	14.13	14.15	76.5	
19	26°59'30"	4.83	4.88	9.5	
30	354°15'20"	9.24	9.24	220.9	

SOUTH CIRCUIT



SOUTH CIRCUIT



SEE SHEET 3

9348 SEE
DIAGRAM 2A

DIAGRAM 2C
SEE

DIAGRAM 2B
SEE

SEE
DIAGRAM 3A
ON SHEET 3

SEE
DIAGRAM 2B

DIAGRAM 2A
RATIO 1:200

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (BE) RESTRICTION TO THE USE OF LAND (BUILDING ENVELOPE)
- (EL) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH
- (L) EASEMENT FOR SUPPORTING STRUCTURES 0.3 WIDE
- (L2) EASEMENT FOR SUPPORTING STRUCTURES 0.3 WIDE
- (OM) EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 WIDE
- (OM2) EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 1.2 WIDE
- (OM3) EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 1.2 WIDE
- (O) EASEMENT FOR OVERHANG 0.8 WIDE

SURVEYOR
Name: PAUL MICHAEL DALY
Date: 10-08-2018
Reference: 0432079(SJ)DP

PLAN OF
SUBDIVISION OF
LOT 9195
IN DP1153075

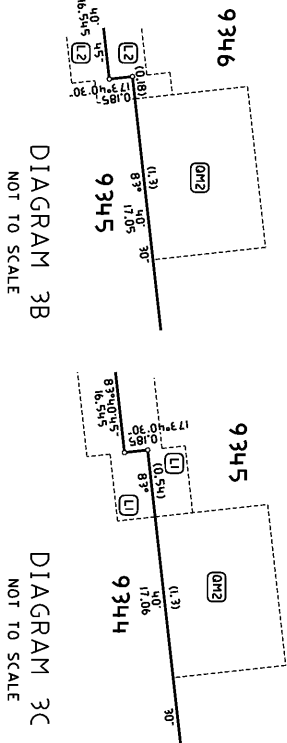
LGA: CAMDEN
Locality: ORAN PARK
Reduction Ratio: 1:300
Lengths are in metres

REGISTERED
18.01.2019

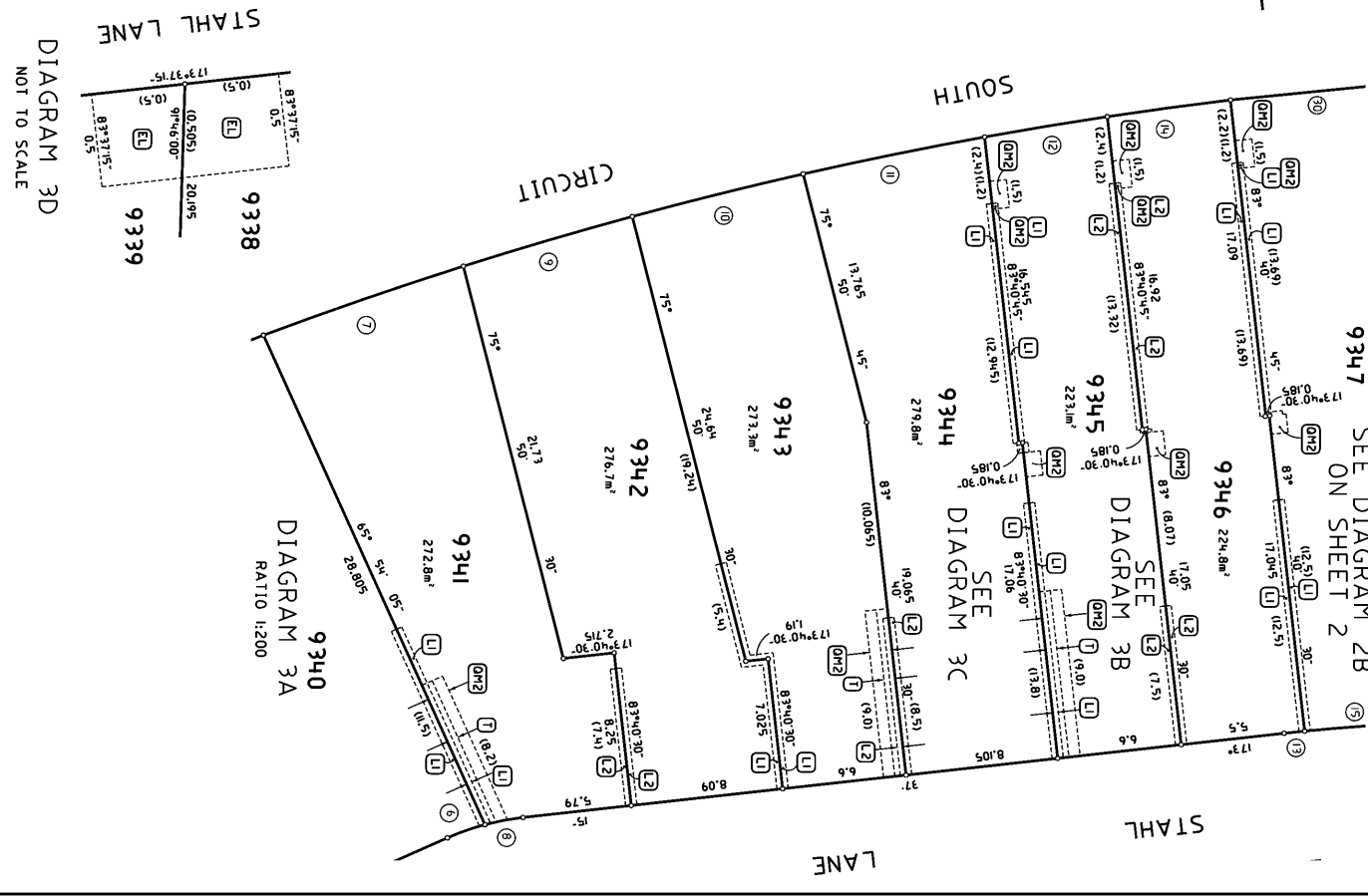
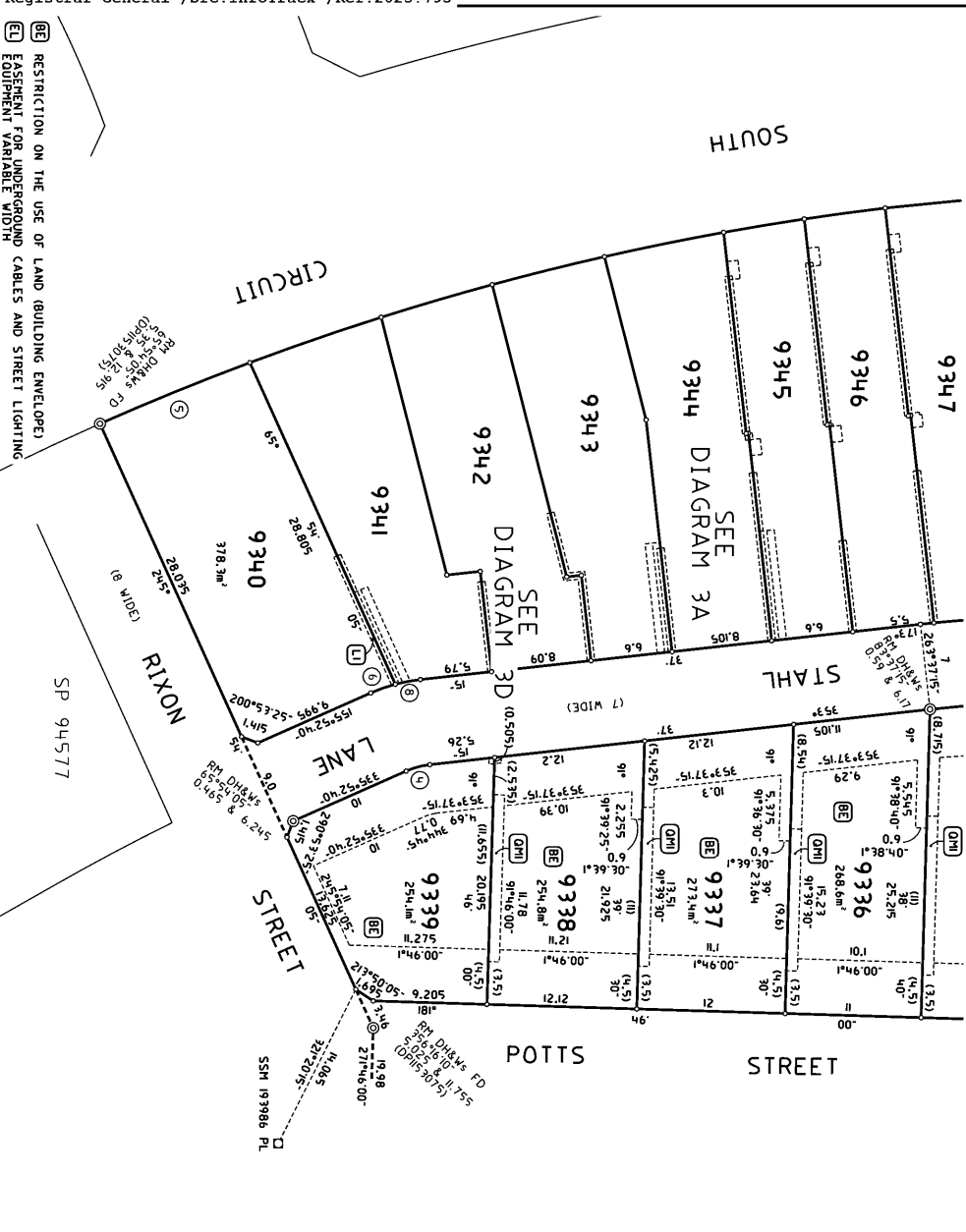
(DP NUMBER)
DP1233336



SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CHORD	ARC	RADIUS
4	344°45'00"	2.005	2.015	6.5
5	337°36'10"	13.11	13.11	1220.9
6	160°22'25"	2.115	2.12	13.5
7	340°45'40"	11.245	11.245	1220.9
8	169°46'40"	2.06	2.06	13.5
9	343°26'05"	9.37	9.37	1220.9
10	345°51'50"	9.36	9.36	1220.9
11	348°21'15"	9.84	9.84	1220.9
12	350°29'15"	6.61	6.61	1220.9
13	173°55'30"	1.1	1.1	103.5
14	352°12'05"	6.6	6.6	1220.9
15	175°51'30"	5.88	5.88	103.5
30	354°15'20"	9.24	9.24	1220.9



SEE SHEET 2 9335



- (BE) RESTRICTION ON THE USE OF LAND (BUILDING ENVELOPE)
- (EU) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING
- (L1) EASEMENT FOR SUPPORTING STRUCTURES 0.3 WIDE
- (L2) EASEMENT FOR SUPPORTING STRUCTURES 0.3 WIDE
- (OH1) EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 WIDE
- (OH2) EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 1.2 WIDE
- (O) EASEMENT FOR OVERHANG 0.6 WIDE

SURVEYOR
Name: PAUL MICHAEL DALY
Date: 10-08-2018
Reference: 0432079(SJ)DP

PLAN OF
SUBDIVISION OF
LOT 9195
IN DP1153075

LGA: CAMDEN
Locality: ORAN PARK
Reduction Ratio: 1:300
Lengths are in metres

REGISTERED
18.01.2019

(DP NUMBER)
DP1233336

RIXON STREET
DIAGRAM 4A
NOT TO SCALE

DIAGRAM 4C

3.8" SEE
DIAGRAM 4A

A EASEMENT TO DRAIN WATER 1.5' WIDE
BE RESTRICTION ON THE USE OF LAND (BUILDING ENVELOPE)
F EASEMENT FOR PADMOUNT SUBSTATION 2.75' WIDE
G RESTRICTION ON THE USE OF LAND
H RESTRICTION ON THE USE OF LAND
OM EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9' WIDE

DIAGRAM 4B
NOT TO SCALE

Name: **PAUL MICHAEL DALY**
Date: **10-08-2018**

PLAN OF

SUBDIVISION OF
LOT 9195
IN DP1153075

L.G.A.: CAMDEN

REGISTERED

(DP NUMBER)

DP123336

(ISSUE E)

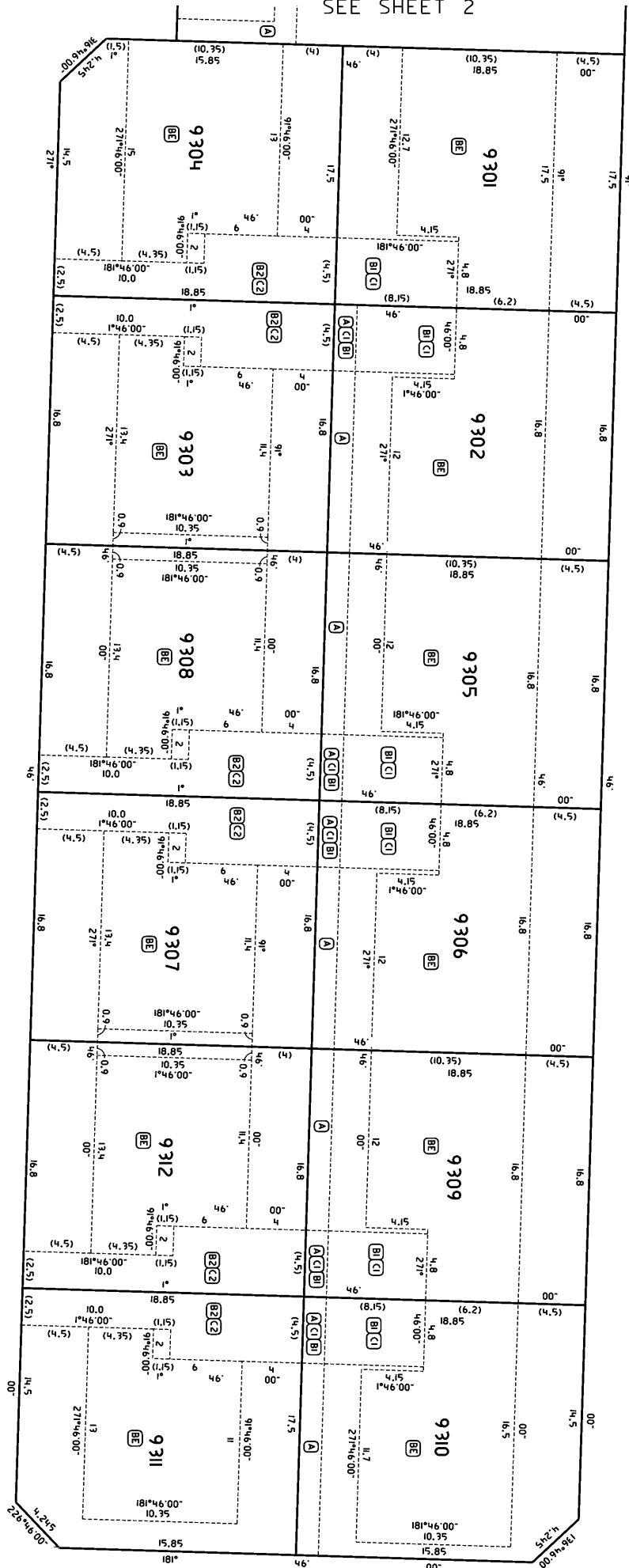
PETER

BROCK

DRIVE



SEE SHEET 2



POTTS

STREET

CARTER

STREET

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) RIGHT OF CARRIAGE WAY 4.5 WIDE
- (B2) RIGHT OF CARRIAGE WAY VARIABLE WIDTH
- (BE) RESTRICTION ON THE USE OF LAND (BUILDING ENVELOPE)
- (C) EASEMENT FOR SERVICES 4.5 WIDE
- (C2) EASEMENT FOR SERVICES VARIABLE WIDTH

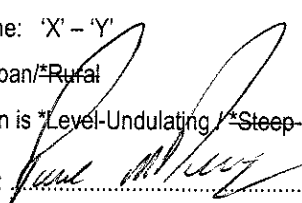
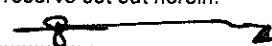
SURVEYOR
Name: PAUL MICHAEL DALY
Date: 10-08-2018
Reference: 0432079(S)DP

PLAN OF
SUBDIVISION OF
LOT 9195
IN DP1153075

LGA: CAMDEN
Locality: ORAN PARK
Reduction Ratio: 1:200
Lengths are in metres

REGISTERED
18.01.2019

(DP NUMBER)
DP1233336

PLAN FORM 6 (2018)		DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Registered:  18.01.2019		Office Use Only	
Title System: TORRENS		Office Use Only	
PLAN OF SUBDIVISION OF LOT 9195 IN DP1153075		DP1233336	
LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND			
Survey Certificate I, Paul Michael Daly of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN a surveyor registered under the <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 10-08-2018, or *(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on, 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: 10-08-2018 Surveyor Identification No: 898 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.		Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate I, <u>SUGULE MOHAMED</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <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: <u>Camden Council</u> Date of endorsement: <u>12/12/2018</u> Subdivision Certificate number: <u>14-2016-336-1</u> File number: <u>DA12-16-1336</u> *Strike through if inapplicable.	
Plans used in the preparation of survey/compilation. DP270899 DP1153075 DP1202756		Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE POTTS STREET, STAHL LANE AND VAN PRAGG LANE TO THE PUBLIC AS PUBLIC ROAD	
Surveyor's Reference: 04320T9(S3)DP		Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  18.01.2019

PLAN OF

SUBDIVISION OF
LOT 9195 IN DP1153075

DP1233336

Subdivision Certificate number: 14-2016-336-1Date of Endorsement: 12/12/2018

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

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

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A)
2. RIGHT OF CARRIAGE WAY 4.5 WIDE (B1)
3. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B2)
4. EASEMENT FOR SERVICES 4.5 WIDE (C1)
5. EASEMENT FOR SERVICES VARIABLE WIDTH (C2)
6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F)
7. RESTRICTION ON THE USE OF LAND (G)
8. RESTRICTION ON THE USE OF LAND (H)
9. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT VARIABLE WIDTH (EL)
10. EASEMENT FOR SUPPORTING STRUCTURES 0.3 WIDE (L1)
11. EASEMENT FOR SUPPORTING STRUCTURES 0.3 WIDE (L2)
12. EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 0.9 WIDE (QM1)
13. EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 1.2 WIDE (QM2)
14. EASEMENT FOR MAINTENANCE AND ACCESS AND OTHER PURPOSES 1.2 WIDE (QM3)
15. EASEMENT FOR OVERHANG 0.6 WIDE (T)
16. RESTRICTION ON THE USE OF LAND
17. RESTRICTION ON THE USE OF LAND
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND
20. RESTRICTION ON THE USE OF LAND
21. RESTRICTION ON THE USE OF LAND
22. RESTRICTION ON THE USE OF LAND (BE)
23. RESTRICTION ON THE USE OF LAND
24. RESTRICTION ON THE USE OF LAND
25. RESTRICTION ON THE USE OF LAND

Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Locality
9301	24	Potts	Street	Oran Park
9302	20	Potts	Street	Oran Park
9303	18	Potts	Street	Oran Park
9304	22	Potts	Street	Oran Park
9305	16	Potts	Street	Oran Park
9306	12	Potts	Street	Oran Park
9307	10	Potts	Street	Oran Park
9308	14	Potts	Street	Oran Park
9309	8	Potts	Street	Oran Park
9310	6	Potts	Street	Oran Park
9311	2	Potts	Street	Oran Park
9312	6	Potts	Street	Oran Park
9313	29	Carter	Street	Oran Park

Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Locality
9314	27	Carter	Street	Oran Park
9315	25	Carter	Street	Oran Park
9316	23	Carter	Street	Oran Park
9317	21	Carter	Street	Oran Park
9318	19	Carter	Street	Oran Park
9319	4	Rixon	Street	Oran Park
9320	6	Rixon	Street	Oran Park
9321	8	Rixon	Street	Oran Park
9322	10	Rixon	Street	Oran Park
9323	12	Rixon	Street	Oran Park
9324	14	Rixon	Street	Oran Park
9325	19	Potts	Street	Oran Park
9326	17	Potts	Street	Oran Park

If space is insufficient use additional annexure sheet

Surveyor's Reference:04320T9(S3)DP


 Council Authorised Person

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Office Use Only

Registered:  18.01.2019

PLAN OF

SUBDIVISION OF
LOT 9195 IN DP1153075

DP1233336

Subdivision Certificate number: 14.2016.336.1Date of Endorsement: 12/12/2018

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

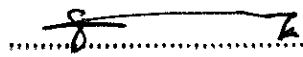
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate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

Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Locality
9327	15	Potts	Street	Oran Park
9328	13	Potts	Street	Oran Park
9329	11	Potts	Street	Oran Park
9330	9	Potts	Street	Oran Park
9331	7	Potts	Street	Oran Park
9332	5	Potts	Street	Oran Park
9333	3	Potts	Street	Oran Park
9334	24	Potts	Street	Oran Park
9335	26	Potts	Street	Oran Park
9336	28	Potts	Street	Oran Park
9337	30	Potts	Street	Oran Park
9338	32	Potts	Street	Oran Park
9339	34	Potts	Street	Oran Park
9340	223	South	Circuit	Oran Park
9341	221	South	Circuit	Oran Park
9342	219	South	Circuit	Oran Park
9343	217	South	Circuit	Oran Park

Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Locality
9344	215	South	Circuit	Oran Park
9345	213	South	Circuit	Oran Park
9346	211	South	Circuit	Oran Park
9347	209	South	Circuit	Oran Park
9348	207	South	Circuit	Oran Park
9349	205	South	Circuit	Oran Park
9350	203	South	Circuit	Oran Park
9351	201	South	Circuit	Oran Park
9352	16	Van Pragg	Lane	Oran Park
9353	14	Van Pragg	Lane	Oran Park
9354	12	Van Pragg	Lane	Oran Park
9355	10	Van Pragg	Lane	Oran Park
9356	8	Van Pragg	Lane	Oran Park
9357	6	Van Pragg	Lane	Oran Park
9358	4	Van Pragg	Lane	Oran Park
9359	2	Van Pragg	Lane	Oran Park


 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:04320T9(S3)DP

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered:



18.01.2019

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF
LOT 9195 IN DP1153075

DP1233336

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

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

Subdivision Certificate number: 14-2016-336-1

Date of Endorsement: 12/12/2018

Signed by Leppington Pastoral Company Pty Ltd

ACN 000 420 404

Signature:

Mark Perich

Signature:

Michael Owens

Print Name:

MARK PERICH

Print Name:

MICHAEL OWENS

Office Held:

P of A BK 4697 No 601

Office Held:

P of A BK 4697 No 601

Witness Signature:

Nathan Whishaw

Witness Signature:

Nathan Whishaw

Print Name:

NATHAN WHISHAW

Print Name:

NATHAN WHISHAW

Witness Address:

CNR ORAN PARK DRIVE &
PETER BROOK DRIVE, ORAN PARK.

Witness Address:

CNR ORAN PARK DRIVE &
PETER BROOK DRIVE, ORAN PARK

Signed by Greenfields Development Company Pty Ltd

ACN 125 285 583

Signature:

Mark Perich

Signature:

Michael Owens

Print Name:

MARK PERICH

Print Name:

MICHAEL OWENS

Office Held:

P of A BK 4697 No 603

Office Held:

P of A BK 4697 No 603

Witness Signature:

Nathan Whishaw

Witness Signature:

Nathan Whishaw

Print Name:

NATHAN WHISHAW

Print Name:

NATHAN WHISHAW

Witness Address:

CNR ORAN PARK DRIVE &
PETER BROOK DRIVE, ORAN PARK

Witness Address:

CNR ORAN PARK DRIVE &
PETER BROOK DRIVE, ORAN PARK

8
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference:04320T9(S3)DP

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 19 Sheets)

Plan:

DP1233336

Plan of Subdivision of Lot 9195 in DP1153075
 covered by
 Subdivision Certificate No. 14.2016.336.1

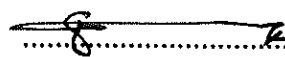
Full name and address of
 the owner of the land

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

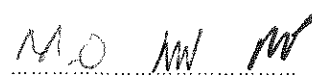
PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A)	9302 9305 9306 9309 9310 9313 9314 9315 9319 9320 9321 9322 9323 9326 9327 9328 9353 9354 9355 9356 9357 9358 9359	9301 9301, 9302 9301, 9302, 9305 9301, 9302, 9305, 9306 9301, 9302, 9305, 9306, 9309 9319, 9320, 9321, 9322, 9323, 9324 9319, 9320, 9321, 9322, 9323, 9324 9319, 9320, 9321, 9322, 9323, 9324 9320, 9321, 9322, 9323, 9324 9321, 9322, 9323, 9324 9322, 9323, 9324 9323, 9324 9324 9325 9325, 9326 9325, 9326, 9327 9352 9352, 9353 9352, 9353, 9354 9352, 9353, 9354, 9355 9352, 9353, 9354, 9355, 9356 9352, 9353, 9354, 9355, 9356, 9357 9352, 9353, 9354, 9355, 9356, 9357, 9358

Surveyor's Ref: 04320T9(S3)DP



 Council Authorised Person



 Signature of witness to final sheet
 Issue 1

ePlan
 (Sheet 2 of 19 Sheets)

Plan:

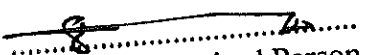
DP1233336

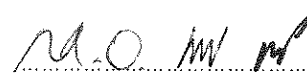
Plan of Subdivision of Lot 9195 in DP1153075
 covered by
 Subdivision Certificate No. 14.2016.336.1

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:
2	Right of Carriage Way 4.5 wide (B1)	9301 9302 9305 9306 9309 9310	9302, 9303, 9304 9301, 9303, 9304 9306, 9307, 9308 9305, 9307, 9308 9310, 9311, 9312 9309, 9311, 9312
3	Right of Carriage Way variable width (B2)	9303 9304 9307 9308 9311 9312	9301, 9302, 9304 9301, 9302, 9303 9305, 9306, 9308 9305, 9306, 9307 9309, 9310, 9312 9309, 9310, 9311
4	Easement for Services 4.5 wide (C1)	9301 9302 9305 9306 9309 9310	9302, 9303, 9304 9301, 9303, 9304 9306, 9307, 9308 9305, 9307, 9308 9310, 9311, 9312 9309, 9311, 9312
5	Easement for Services Variable width (C2)	9303 9304 9307 9308 9311 9312	9301, 9302, 9304 9301, 9302, 9303 9305, 9306, 9308 9305, 9306, 9307 9309, 9310, 9312 9309, 9310, 9311
6	Easement for Padmount Substation 2.75 wide (F)	9318	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
7	Restriction on the Use of Land (G)	Part of lots: 9318, 9319 designated G on the plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
8	Restriction on the Use of Land (H)	Part of lots: 9318, 9319 designated H on the plan	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878
9	Easement for Underground Cables and Street Lighting Equipment variable width (EL)	9334, 9335, 9338, 9339	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878

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Plan:

DP1233336

Plan of Subdivision of Lot 9195 in DP1153075
 covered by
 Subdivision Certificate No. 14.2016.336.1

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:
10	Easement for Supporting Structures 0.3 wide (L1)	9340 9341 9342 9343 9344 9345 9346 9347 9348 9349 9350 9351	9341 9340 9343 9342 9345 9344 9347 9346 9349 9348 9351 9350
11	Easement for Supporting Structures 0.3 wide (L2)	9341 9342 9343 9344 9345 9346 9347 9348 9349 9350	9342 9341 9344 9343 9346 9345 9348 9347 9350 9349
12	Easement for Maintenance and Access and Other Purposes 0.9 wide (QM1)	9314 9315 9316 9317 9318 9326 9327 9328 9334 9335 9336 9337 9338	9313 9314 9315 9316 9317 9325 9326 9327 9335 9336 9337 9338 9339
13	Easement for Maintenance and Access and Other Purposes 1.2 wide (QM2)	9341 9343 9345 9346 9347 9349 9350 9351	9340 9344 9344 9345 9346 9348 9349 9350

Surveyor's Ref: 04320T9(S3)DP

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 Signature of witness to final sheet
 Issue 1

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Plan:

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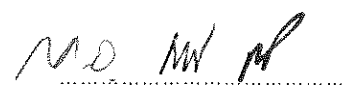
Plan of Subdivision of Lot 9195 in DP1153075
 covered by
 Subdivision Certificate No. 14.2016.336.1

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:
14	Easement for Maintenance and Access and Other Purposes 1.2 wide (QM3)	9347 9350	9348 9351
15	Easement for Overhang 0.6 wide (T)	9341 9343 9345 9347 9349 9350	9340 9344 9344 9348 9348 9351
16	Restriction on the Use of Land	Each lot	Camden Council
17	Restriction on the Use of Land	9301, 9302, 9305, 9306, 9309, 9310, 9311, 9340 to 9359 inclusive	Camden Council
18	Restriction on the Use of Land	9301 to 9310 inclusive, 9340 to 9344 inclusive, 9347, 9348, 9352, 9359	Camden Council
19	Restriction on the Use of Land	9301 to 9318 inclusive, 9325 to 9328 inclusive, 9340 to 9352 inclusive, 9353 to 9359 inclusive	Camden Council
20	Restriction on the Use of Land	Each lot	Every other lot
21	Restriction on the Use of Land	Each lot	Every other lot
22	Restriction on the Use of Land (BE)	9301 to 9312 inclusive, 9314, 9316, 9317, 9325 to 9328 inclusive, 9335 to 9339 inclusive, 9353 to 9357 inclusive	Camden Council
23	Restriction on the Use of Land	Each lot	Every other lot
24	Restriction on the Use of Land	Each lot except 9334	Every other lot except 9334
25	Restriction on the Use of Land	9301, 9302, 9305, 9306, 9309, 9310 and 9352 to 9359 inclusive	Camden Council

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Plan of Subdivision of Lot 9195 in DP1153075
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PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Terms of easement numbered 2 in the plan.

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

CAMDEN COUNCIL

Terms of easement numbered 3 in the plan.

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

CAMDEN COUNCIL

Terms of easement numbered 4 in the plan.

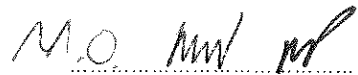
1. The owner of the lot benefited may:
 - (a) use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot benefited, and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work, such as constructing, placing repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
2. In exercising those powers, the owner of the lot benefited must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.
3. For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of stormwater, sewage, sullage and other fluid wastes.

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

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Plan of Subdivision of Lot 9195 in DP1153075
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PART 2 (Terms)(Continued)

Terms of easement numbered 5 in the plan.

1. The owner of the lot benefited may:
 - (a) use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot benefited, and
 - (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything on to the lot burdened, and
 - carrying out work, such as constructing, placing repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.
2. In exercising those powers, the owner of the lot benefited must:
 - (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
 - (d) restore the lot burdened as nearly as is practicable to its former condition, and
 - (e) make good any collateral damage.
3. For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of stormwater, sewage, sullage and other fluid wastes.

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

CAMDEN COUNCIL

Terms of easement numbered 6 in the plan.

The terms set out in Memorandum No AK104621 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation".

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

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

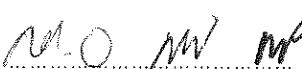
Terms of restriction numbered 7 in the plan.

1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.

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PART 2 (Terms)(Continued)

- 1.4 restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0** No building shall be erected or permitted to remain within the restriction site unless:
- 2.1** the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- 2.2** the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- 2.3** the owner provides the authority benefited with an engineer's certificate to this effect.
- 3.0** The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.
- 4.0** Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System
- 4.1** Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation's distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation's distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation's distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 4.2** The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

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

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of restriction numbered 8 in the plan.

1.0 Definitions

- 1.1 erect** includes construct, install, build and maintain.
- 1.2 restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.
- 2.0** No swimming pool or spa shall be erected or permitted to remain within the restriction site.

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PART 2 (Terms)(Continued)

3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- 3.1 Notwithstanding any other provision in this Restriction on the Use of Land, the owner acknowledges and agrees that any lessee of Epsilon Distribution Ministerial Holding Corporation distribution system, and any nominee of such lessee (which may include a sublessee of Epsilon Distribution Ministerial Holding Corporation distribution system from that lessee), may, without the need for any further approvals or agreements, exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation as if that lessee or nominee were Epsilon Distribution Ministerial Holding Corporation, but only for so long as the lessee leases Epsilon Distribution Ministerial Holding Corporation distribution system from Epsilon Distribution Ministerial Holding Corporation.
- 3.2 The owner must do all things reasonably necessary to ensure any such lessee, and any such nominee, is able to exercise the rights and perform the obligations of Epsilon Distribution Ministerial Holding Corporation.

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

EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of easement numbered 9 in the plan.

The terms set out in Memorandum No AK104616 are incorporated into this document, subject to changing "Endeavour Energy" to "Epsilon Distribution Ministerial Holding Corporation and by adding the words street light column and street light equipment to Clause 1.2.

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

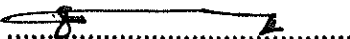
EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION

Terms of easement numbered 10 in the plan.

- 10.1 The owner of the lot benefited:
- (a) may insist that a supporting structure (encroaching structure) may be constructed on the lot burdened, but only within the site of this easement, and such structure may remain on the lot burdened.
 - (b) must keep the encroaching structure in good repair and safe condition, and may do anything reasonably necessary for those purposes, including:
 - i. entering the lot burdened, and
 - ii. taking anything onto the lot burdened, and
 - iii. carrying out work.
- 10.2 In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) restore the lot burdened as nearly as is practicable to its former condition, and
 - (d) make good any collateral damage.

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PART 2 (Terms)(Continued)

- 10.3 The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.
- 10.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with any structure constructed within or adjacent to the above easement.

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

CAMDEN COUNCIL

Terms of easement numbered 11 in the plan.

- 11.1 The owner of the lot benefited:
- (a) may insist that a supporting structure (encroaching structure) may be constructed on the lot burdened, but only within the site of this easement, and such structure may remain on the lot burdened.
 - (b) must keep the encroaching structure in good repair and safe condition, and may do anything reasonably necessary for those purposes, including:
 - i. entering the lot burdened, and
 - ii. taking anything onto the lot burdened, and
 - iii. carrying out work.
- 11.2 In exercising those powers, the owner of the lot benefited must:
- (a) ensure all work is done properly, and
 - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
 - (c) restore the lot burdened as nearly as is practicable to its former condition, and
 - (d) make good any collateral damage.
- 11.3 The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.
- 11.4 The owner of the lot burdened must not do or allow anything to be done to damage or interfere with any structure constructed within or adjacent to the above easement.

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

CAMDEN COUNCIL

Terms of easement numbered 12 in the plan.

- 12.1 In this Easement for Maintenance and Access and Other Purposes:
‘**easement site**’ means that area of the lot burdened shown on the plan as affected by
‘Easement for Maintenance and Access and Other Purposes 0.9 wide’.

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Plan of Subdivision of Lot 9195 in DP1153075
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PART 2 (Terms)(Continued)

- 12.2 Subject to Clause 12.3, the owner of the lot benefited may:
- (a) With prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the burdened lot; and
 - (b) Do anything reasonably necessary for that purpose, including:
 - (i) Entering into the lot burdened
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out necessary works
- 12.3 The rights under this Easement for Maintenance and Access and Other Purposes are:
- (a) Limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited
- 12.4 In exercising the rights under this clause, the owner of the lot benefited must:
- (a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
 - (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage
- 12.5 The owner of the lot benefited has the right to install and maintain in the wall adjacent to the easement site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.
- 12.6 An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created"

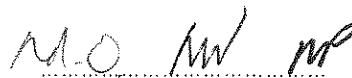
The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Maintenance and Access and Other Purposes and any dispute is a civil matter to be resolved with the relevant parties.

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

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PART 2 (Terms)(Continued)

Terms of easement numbered 13 in the plan.

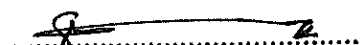
- 13.1 In this Easement for Maintenance and Access and Other Purposes:
‘**easement site**’ means that area of the lot burdened shown on the plan as affected by
‘Easement for Maintenance and Access and Other Purposes 1.2 wide’.
- 13.2 Subject to Clause 13.3, the owner of the lot benefited may:
- (a) With prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the burdened lot; and
 - (b) Do anything reasonably necessary for that purpose, including:
 - (i) Entering into the lot burdened
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out necessary works
- 13.3 The rights under this Easement for Maintenance and Access and Other Purposes are:
- (a) Limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited
- 13.4 In exercising the rights under this clause, the owner of the lot benefited must:
- (a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
 - (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage
- 13.5 The owner of the lot benefited has the right to install and maintain in the wall adjacent to the easement site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.
- 13.6 An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created”

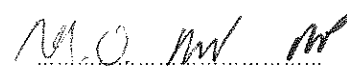
The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Maintenance and Access and Other Purposes and any dispute is a civil matter to be resolved with the relevant parties.

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

CAMDEN COUNCIL

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PART 2 (Terms)(Continued)

Terms of easement numbered 14 in the plan.

- 14.1 In this Easement for Maintenance and Access and Other Purposes:
‘easement site’ means that area of the lot burdened shown on the plan as affected by
‘Easement for Maintenance and Access and Other Purposes 1.2 wide’.
- 14.2 Subject to Clause 14.3, the owner of the lot benefited may:
- (a) With prior reasonable notice given to the owner of the lot burdened, use the easement site for the purpose of carrying out necessary work (including construction, maintenance and repair) on:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited, which cannot otherwise be reasonably carried out without accessing the burdened lot; and
 - (b) Do anything reasonably necessary for that purpose, including:
 - (i) Entering into the lot burdened
 - (ii) Taking anything onto the lot burdened; and
 - (iii) Carrying out necessary works
- 14.3 The rights under this Easement for Maintenance and Access and Other Purposes are:
- (a) Limited to the extent necessary to permit the owner of the lot benefited to construct, maintain and repair any part of:
 - (i) The lot benefited; and
 - (ii) Any structure belonging to the owner of the lot benefited
- 14.4 In exercising the rights under this clause, the owner of the lot benefited must:
- (a) Ensure all work on the lot benefited is done properly and carried out as quickly as practicable;
 - (b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
 - (c) Cause as little damage as is practicable to the lot burdened and any improvement on it;
 - (d) Restore the lot burdened as nearly as is practicable to its former condition; and
 - (e) Make good any collateral damage
- 14.5 The owner of the lot benefited has the right to install and maintain in the wall adjacent to the easement site one or more cavity weephole drainage points and drain water from the weephole, but only within the easement site.
- 14.6 An Easement to Drain Water in the terms set out in Part 3 of Schedule 8 of the Conveyancing Act 1919 (as amended) is created”

The owner of the lot burdened and the owner of the lot benefited acknowledge that it is not the responsibility of Camden Council to determine any dispute in relation to the Easement for Maintenance and Access and Other Purposes and any dispute is a civil matter to be resolved with the relevant parties.

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

CAMDEN COUNCIL

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PART 2 (Terms)(Continued)

Terms of easement numbered 15 in the plan.

An Easement for Overhang in the terms set out in Part 10 Schedule 8 of the Conveyancing Act 1919 (as amended) is created but varied to replace paragraph 1(a) of Part 10 of Schedule 8 as follows:

- (a) may insist that the eaves and/or gutters and/or downpipes and/or roof structure (the "overhanging structure"), constructed or to be constructed on the lot benefited, which overhang the lot burdened within the site of the easement, may remain, but only to the extent that:
- I. the eave overhang is contained wholly within the easement and the eave does not overhang the lot burdened by more than 450mm; and
 - II. the combined eave and gutter overhang is contained wholly within the easement and the combined width of the eave and gutter does not overhang the lot burdened by more than 600mm.

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

CAMDEN COUNCIL

Terms of restriction numbered 16 in the plan.

No construction works that include earthworks, imported fill, landscaping, roads, buildings and associated infrastructure shall be permitted on the lots burdened unless they are carried out in accordance with the management strategies as contained within the report "Report on Salinity Investigation and Management Plan: Tranche 9 Stage 3 Oran Park NSW, Prepared by Douglas Partners, Project 76618.78, Dated March 2016.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 16 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 17 in the plan.

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

- (a) the dwelling design and footprint are consistent with "Appendix B Noise Modelling Results" and plans Fig no TD029-42P02(RO)", identified in the "Tranche 9 Stage 3 Oran Park Road Traffic Noise Assessment, Prepared by Renzo Tonin & Associates, Ref no TD029-42F02 (r0)T9 S3 Road Traffic Noise Assessment, Dated 8 March 2016".
- (b) the dwelling layout is recommended to be consistent with "Section 6.1 Building Layout" contained within the "Tranche 9 Stage 3 Oran Park Road Traffic Noise Assessment, Prepared by Renzo Tonin & Associates, Ref no TD029-42F02 (r0)T9 S3 Road Traffic Noise Assessment, Dated 8 March 2016".
- (c) the construction requirements and window and door treatments are consistent with "Section 6 – Noise Control Treatments Recommendations" and Table 6 – Acoustic Construction for Treatment Categories" contained within the "Tranche 9 Stage 3 Oran Park Road Traffic Noise Assessment, Prepared by Renzo Tonin & Associates, Ref no TD029-42F02 (r0)T9 S3 Road Traffic Noise Assessment, Dated 8 March 2016".

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Subdivision Certificate No. 14.2016.336.1

PART 2 (Terms)(Continued)

- (d) 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 AS1668 are achieved may be required. Compliance with the above ventilation requirements is to be demonstrated for each dwelling application on the affected lots.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 17 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 18 in the plan.

No dwelling shall be constructed or be permitted to be constructed or remain on the lots hereby burdened unless a 1.8 metres high acoustic rated fence is constructed between residential dwellings for Lots 9301 to 9310, between Lots 9340 to 9344, between Lots 9347 and 9348 and between Lots 9352 and 9359. The fence/s should be located as illustrated in "Figure 2 – Fence locations" contained within the "Tranche 9 Stage 3 Oran Park Road Traffic Noise Assessment, Prepared by Renzo Tonin & Associates, Ref no TD029-42F02 (r0)T9 S3 Road Traffic Noise Assessment, Dated 8 March 2016".

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 18 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 19 in the plan.

No dwelling structures or garages will be permitted on the lot burdened unless the footings proposed for such structures have been designed to account for the geotechnical classification applicable to the lot burdened and such footing design is certified by a suitably qualified Structural or Civil Engineer and a copy of the design and certification has been provided to the authority approving the construction.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 19 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 20 in the plan.

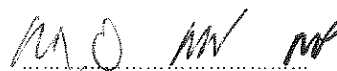
No development shall occur on any lot hereby burdened unless such development is in accordance with the Oran Park Housing Guidelines 2010 Version 1.

NAME OF PERSON whose consent is required to release, vary or modify the terms of the restriction numbered 20 in the plan.

GREENFIELDS DEVELOPMENT COMPANY PTY LTD

Surveyor's Ref: 04320T9(S3)DP


.....
Council Authorised Person


.....
Signature of witness to final sheet
Issue 1

ePlan
(Sheet 15 of 19 Sheets)

Plan:

DP1233336

Plan of Subdivision of Lot 9195 in DP1153075
covered by
Subdivision Certificate No. 14.2016.336.1

PART 2 (Terms)(Continued)

Terms of restriction numbered 21 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 No.2 Pty Ltd or its successors.

NAME OF PERSON whose consent is required to release, vary or modify the terms of the restriction numbered 21 in the plan.

GREENFIELDS DEVELOPMENT COMPANY PTY LTD

Terms of restriction numbered 22 in the plan.

No building shall be permitted to remain on the lots burdened unless such building is constructed within the area designated (BE) on the plan.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 22 in the plan.

CAMDEN COUNCIL

Terms of restriction numbered 23 in the plan.

- (1) The registered proprietor of the lot burdened must not assign his/her interest in the lot burdened unless:
- (a) a dwelling has been constructed on the lot burdened and an Occupation Certificate has issued;
 - (b) where the dwelling has not been constructed:
 - (i) the registered proprietor of the lot burdened obtains the prior written consent of the Original Developer to the assignment (which may be refused or granted with conditions in the absolute discretion of the original developer) and
 - (ii) the registered proprietor of the lot burdened, the Original Developer and the assignee enter into an Assignee's Deed of Covenant prior to any assignment of the lot burdened.
- (2) The following definitions apply to the terms used in this restriction:
- (a) **Assign, Assigned or Assignment** as the context requires refers to any assignment, sale, transfer, disposition, declaration of trust over or other assignment of a legal and/or beneficial interest.
 - (b) **Assignee** means a party to which the owner of the lot burdened has Assigned, or agreed to Assign, the lot burdened.
 - (c) **Assignee's Deed of Covenant** means a deed of covenant as required by the Vendor.
 - (d) **Occupation Certificate** means a certificate issued pursuant to S109(1)(c) of the Environmental Planning & Assessment Act, 1979

Surveyor's Ref: 04320T9(S3)DP

.....
Council Authorised Person

.....
Signature of witness to final sheet
Issue 1

ePlan
(Sheet 16 of 19 Sheets)

Plan:

DP1233336

Plan of Subdivision of Lot 9195 in DP1153075
covered by
Subdivision Certificate No. 14.2016.336.8

PART 2 (Terms)(Continued)

- (e) **Original Developer** means Greenfields Development Company No. 2 Pty Limited.

NAME OF PERSON/S whose consent is required to release, vary or modify the terms of the restriction numbered 23 in the plan.

GREENFIELDS DEVELOPMENT COMPANY PTY LTD

Terms of restriction numbered 24 in the plan.

- (1) The owner of the lot burdened must not undertake or allow to be undertaken, any Prohibited Development on the lot, notwithstanding the permissibility of the Prohibited Development as defined in this restriction unless the owner of the Lot obtains the written consent of the Original Developer to the subdivision (which may be refused or granted with conditions in the absolute discretion of the Original Developer).
- (a) Prohibited Development means
- (i) any subdivision of the lot (including a strata or deposited plan subdivision); and/or
 - (ii) the erection of a 'dual occupancy' being:
 - (a) two (2) dwellings on one (1) lot of land that are attached to each other; and
 - (b) two (2) detached dwellings on one (1) lot of land, but does not include a Secondary Dwelling.

Secondary Dwelling means a dwelling with the total floor area (excluding any area used for parking) not exceeding whichever of the following is greater:

- (a) 60m²; or
- (b) twenty-five per cent (25%) of the total floor area of the Home.

- (2) The following definitions apply to the terms used in this restriction:

- (a) **Original Developer** means Greenfields Development Company No.2 Pty Limited.

NAME OF PERSON/S whose consent is required to release, vary or modify the terms of the restriction numbered 24 in the plan.

GREENFIELDS DEVELOPMENT COMPANY PTY LTD

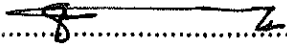
Terms of restriction numbered 25 in the plan.

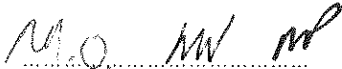
No vehicular access to or from the lots hereby burdened to or from Peter Brock Drive shall be permitted by way of the boundary of the lots burdened directly adjacent to Peter Brock Drive.

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 25 in the plan.

CAMDEN COUNCIL

Surveyor's Ref: 04320T9(S3)DP


.....
Council Authorised Person


.....
Signature of witness to final sheet
Issue 1

ePlan
(Sheet 17 of 19 Sheets)

Plan:

DP1233336

Plan of Subdivision of Lot 9195 in DP1153075

covered by

Subdivision Certificate No. 14.2016.336.1

PART 2 (Terms)(Continued)

Execution by Council:

Execution by Camden Council:	
Signature:	
Signed by: <u>SUGULE MOHAMED</u>	
Authorised officer as a delegate of Camden Council pursuant to S.378 of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.	
Authority of Officer:	<u>Team Leader - Engineering Certification</u>
Witness Signature:	
Name of Witness:	<u>CHRISTOPHER WOOD</u>
Address of Witness:	<u>70 Central Ave,</u> <u>Oran Park.</u>

ePlan
(Sheet 18 of 19 Sheets)

Plan:

DP1233336

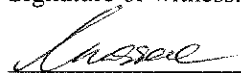
Plan of Subdivision of Lot 9195 in DP1153075
covered by
Subdivision Certificate No. **14.2016.336.1**

PART 2 (Terms)(Continued)

I certify that the attorney signed this
instrument in my presence.

Signed by the attorney named below who signed
this instrument pursuant to the power of attorney
specified for **Endeavour Energy Network Asset
Partnership (ABN 30 586 412 717)** on behalf of
**Epsilon Distribution Ministerial Holding
Corporation (ABN 59 253 130 878)** pursuant to
section 36 of the *Electricity Network Assets
(Authorised Transactions) Act 2015* (NSW)

Signature of witness:



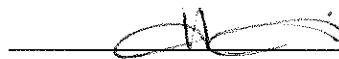
Name of witness:

NATASHA ISSAC

Address of witness:

c/- Endeavour Energy
51 Huntingwood Drive
Huntingwood NSW 2148

Signature of attorney:



Name and position of attorney:

Helen Smith
Manager Property & Fleet

Power of attorney:

Book ~~4727~~ No ~~524~~
34 883

CN

Signing on behalf of:

Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS16987

Date of signature:

22 October 2018


Signature of witness to final sheet
Issue G

ePlan
(Sheet 19 of 19 Sheets)

Plan:

DP1233336

Plan of Subdivision of Lot 9195 in DP1153075
covered by
Subdivision Certificate No. 14.2016-336.1

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd

ACN 000 420 404

Signature: Mark Perich

Signature: M. Owen

Print Name: MARK PERICH

Print Name: MICHAEL OWENS

Office Held: P of A BK 4697 No 601

Office Held: P of A BK 4697 No 601

Witness Signature: Nathan Whishaw

Witness Signature: Nathan Whishaw

Print Name: NATHAN WHISHAW

Print Name: NATHAN WHISHAW

Witness Address: CNR ORAN PARK DRIVE &
PETER BROCK DRIVE, ORAN PARK

Witness Address: CNR ORAN PARK DRIVE &
PETER BROCK DRIVE, ORAN PARK

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 BK 4697 No 603

Office Held: P of A BK 4697 No 603

Witness Signature: Nathan Whishaw

Witness Signature: Nathan Whishaw

Print Name: NATHAN WHISHAW

Print Name: NATHAN WHISHAW

Witness Address: CNR ORAN PARK DRIVE &
PETER BROCK DRIVE, ORAN PARK

Witness Address: CNR ORAN PARK DRIVE &
PETER BROCK DRIVE, ORAN PARK

REGISTERED



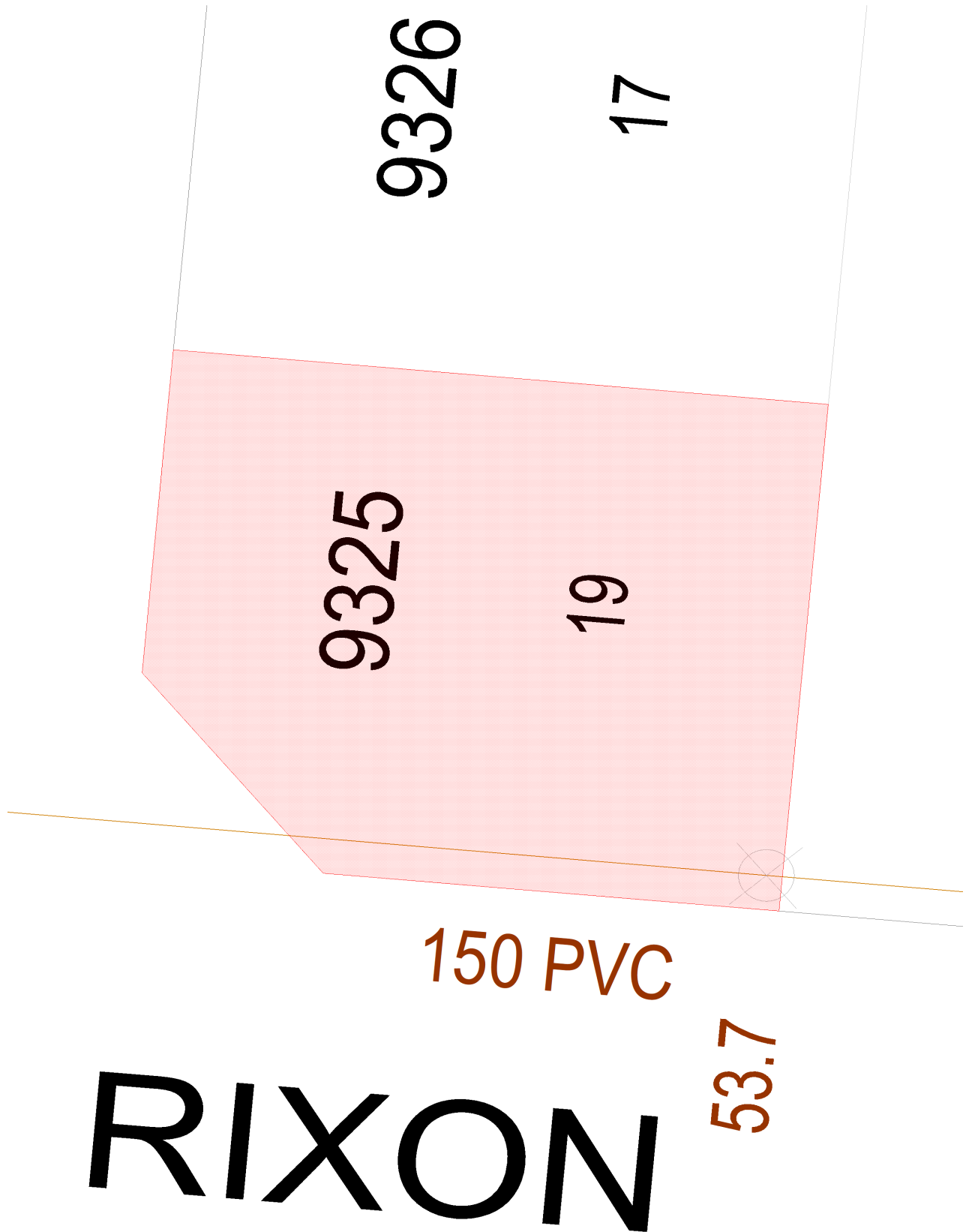
18.01.2019

Surveyor's Ref: 04320T9(S3)DP

Mark Perich
Council Authorised Person

M. Owens
Signature of witness to final sheet
Issue 1

Service Location Print
Application Number: 8004606869



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Disclaimer

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

Asset Information

Legend

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

Disclaimer

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**.

Sewer Service Diagram

Application Number: 8004606838

SEWER SERVICE DIAGRAM					
Lot No. <u>9325</u>	DP No. <u>1233336</u>	House No. <u>19</u>	Street <u>Potts street</u>		
SUBURB OF <u>ORAN PARK</u>			LGA. <u>CAMDEN</u>		
Licence No. <u>193796C</u>			SCALE <u>1:200</u>	SSD No.	Date <u>12/08/19</u>
Signature:			Now / COC No.		

- Boundary Trap - Inspection Shaft - Inspection Opening - Gully - FW - Vertical Junction - Sloped Junction - On Back Junction	- AAV Air Admittance Valve - B Basin - Bth Bath Waste - Bid Bidet - CO Clean Out - FW Floor Waste Gully - Shr Shower - S Sink (kitchen)	- BS Sink (bar) (L) Trough (laundry) - WC Water Closet ○ Vert Vertical Pipe ○ WS Waste Stack ○ SVP Sewer Vent Pipe ○ V Vent Pipe - IPMF Induct Pipe Mica Flap
--	--	--

- Chr Chamber - Pit - G Grease Interceptor - Pump Unit - Onsite Treatment System - Reflux Valve - Sealed - Capped Point - Procv Provisional (future) drain point

NOTES:

- This diagram was supplied by the plumber/drainier whose licence number appears above.
- It has been drawn to show the approximate location of the private sewerage service pipes and may not be accurate.
- Any broken/dashed lines denote the assumed (not verified) position of private sewerage services.
- Further acceptable abbreviations may be used as identified in AS/NZS 3500.2.2003 Sanitary Plumbing and Drainage Table 6.1 and Fair Trading's Sewer Service Diagram Requirements document.

© State of New South Wales through NSW Fair Trading April 2014

N ←

POTTS STREET

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Disclaimer

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

PLANNING CERTIFICATE UNDER SECTION 10.7 ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979

APPLICANT: InfoTrack Pty Ltd
135 King Street
NSW 2000

Certificate number: 20235290
Reference number: 1356771
Certificate issue date: 05/09/2025
Certificate fee: \$71.00
Applicant's reference: 2025/795
Property number: 1181387
Applicant's email: ecertificates@infotrack.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 9325 DP: 1233336
Address: **19 Potts 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.

PATTERN BOOK DEVELOPMENT CODE

Complying development MAY be carried out on the land

GREENFIELD HOUSING CODE

Complying development MAY be carried out on the land.

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

INLAND CODE

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

HOUSING ALTERATIONS CODE

Complying development MAY be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development MAY be carried out on the land.

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development MAY be carried out on the land.



CONTAINER RECYCLING FACILITIES CODE

Complying development MAY be carried out on the land.

SUBDIVISIONS CODE

Complying development MAY be carried out on the land.

DEMOLITION CODE

Complying development MAY be carried out on the land.

FIRE SAFETY CODE

Complying development MAY be carried out on the land.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development MAY be carried out on the land

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

5 EXEMPT DEVELOPMENT

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

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

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

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

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

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

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development MAY be carried out on the land

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

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(1) Whether the council is aware that—

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

(2) In this section—

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

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

No.

7 LAND RESERVED FOR ACQUISITION

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

No.

8 ROAD WIDENING AND ROAD REALIGNMENT

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

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



(c) a resolution of the council.

No.

9 FLOOD RELATED DEVELOPMENT CONTROLS

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

No response required

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

No response required

(3) In this section—

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

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

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

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

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

(2) In this section—

adopted policy means a policy adopted—

(a) by the council, or

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

LAND SLIP

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

BUSH FIRE

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



TIDAL INUNDATION

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

SUBSIDENCE

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

ACID SULFATE SOILS

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

CONTAMINATION

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

AIRCRAFT NOISE

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

SALINITY

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

COASTAL HAZARDS

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

SEA LEVEL RISE



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

11 BUSH FIRE PRONE LAND

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

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

No.

12 LOOSE-FILL ASBESTOS INSULATION

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

No.

13 MINE SUBSIDENCE

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

No.

14 PAPER SUBDIVISION INFORMATION

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

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

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

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

Not Applicable

15 PROPERTY VEGETATION PLANS

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

No.

16 BIODIVERSITY STEWARDSHIP SITES

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

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

No.

17 BIODIVERSITY CERTIFIED LAND

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

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

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

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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

No.

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

Not Applicable.

20 WESTERN SYDNEY AEROTROPOLIS

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

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

No.

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

No.

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

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

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

No.

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

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

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

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

No.

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

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

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

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

No.

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

No.

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

No.



(4) In this section—

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

23 WATER OR SEWERAGE SERVICES

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

Not applicable.

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

24 SPECIAL ENTERTAINMENT PRECINCTS

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

Not applicable

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

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

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

No.

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

No.

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

No.



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

No.

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

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

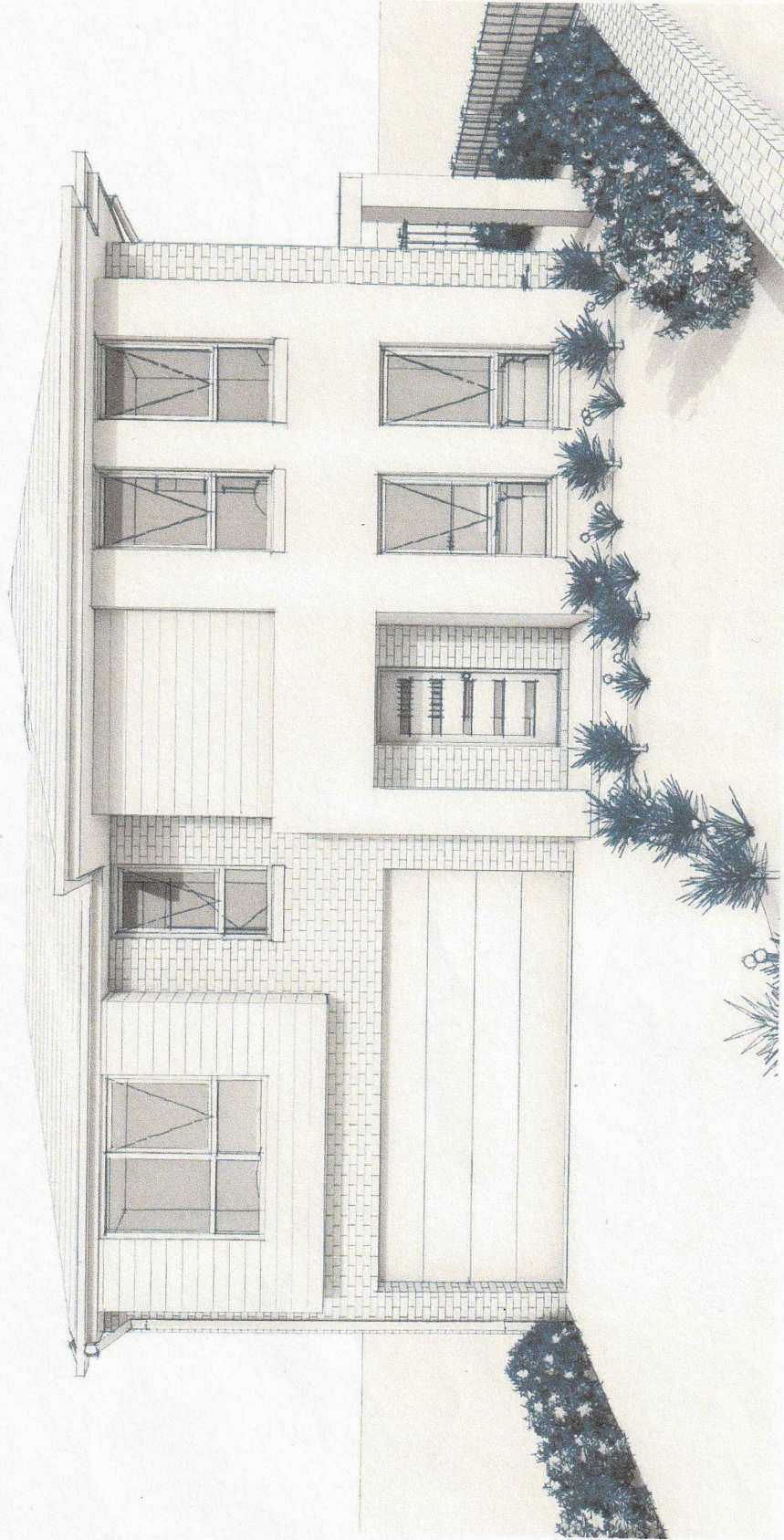


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Proposed:

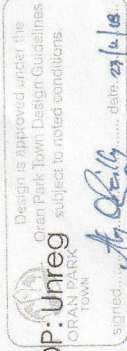
New 2-Storey Dwellings

Client:

Mr & Mrs Lesnjakovic

Location:

Lot 9325 HN#.DP: Unreg
Potts Street,
Oran Park



Reference:

MF340-18

BUILDERS JOB #:

3006109

NOTE: ARTISTIC IMPRESSION IS FOR ILLUSTRATION PURPOSES ONLY. COLOURS AND MATERIAL FINISHES WILL BE SUBJECT TO BUILDERS FINAL TENDER.

REVISION SCHEDULE

ISSUE	DESCRIPTION	BY	DATE
A-3	PRELIM PLANS	NK	23.11.18

GENERAL BUILDING NOTES

1. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH SPECIFICATIONS PROVIDED.
2. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH BUILDERS NOTES AND CONDITIONS OF SALE.
3. FIGURED DIMENSIONS MUST TAKE REFERENCE TO SCALINGS.
4. LEVELS SHOWN ARE APPROXIMATE AND TO BE CONFIRMED ON SITE BY SURVEYOR.
5. DRAINAGE CONCEPT PLAN IS SCHEMATIC ONLY. RELATED WORKS TO BE VERIFIED BY LICENCED DRAINER AND/OR HYDRAULIC ENG PRIOR TO WORK COMMENCING.
6. ENGINEERS DRAWINGS ARE REQUIRED SUCH MUST TAKE PREFERENCE TO ALL OTHERS.
7. ALL BOUNDARY CLEARANCES MUST BE VERIFIED BEFORE COMMENCEMENT OF BUILDING WORKS BY REGISTERED SURVEYOR.
8. BUILDING WORKS TO BE CARRIED OUT STRICTLY IN ACCORDANCE TO THESE DRAWINGS.
9. BUILDING IS TO STRICTLY COMPLY WITH ALL RELEVANT BUILDING CODE STANDARDS.
10. IN CASE OF ALTERATIONS OR DISCREPANCIES NOTIFY MARRETTA DESIGN IMMEDIATELY.



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PROPOSED:

New 2-Storey Dwellings

CLIENT:

Mr & Mrs Lesnjakovic

LOCATION:

Lot 9325 HN# DP: Unreg

Potts Street,

Oran Park

COUNCIL:

Camden

HOUSE DESCRIPTION:

Custom Design
Custom Facade

DATE DRAWN:

08.09.17

DESIGNED:

FS

FS

FS

FS

FS

SHEET:

09 of 15

MARRETTA REF #:

MF340-18

DRAWN BY:

FS

FS

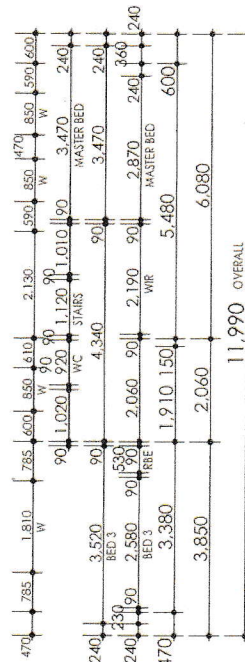
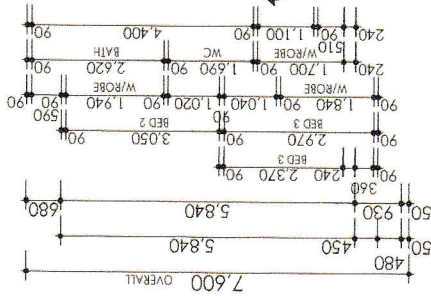
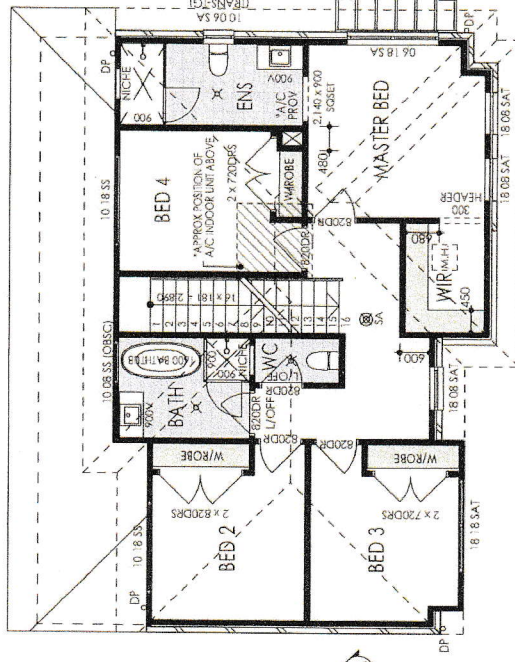
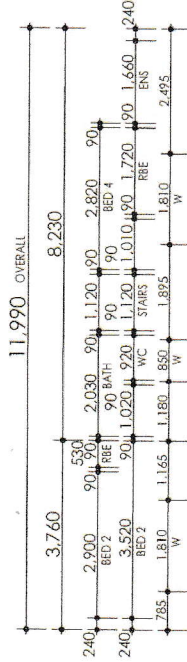
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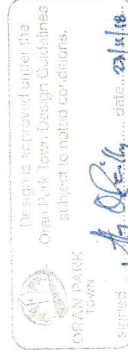
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IMPORTANT CONSTRUCTION NOTES:

- *BRICK ARTICULATED JOINTS (EXPANSION JOINTS) LOCATION TO BE DETERMINED BY STRUCTURAL ENGINEER.
- *REFER TO ENGINEERS PLANS AND SPECIFICATIONS FOR ALL STEEL BEAM SIZES AND LOCATION.
- *REFER TO TRUSS MANUFACTURERS PLANS AND SPECIFICATIONS FOR ALL FLOOR JOIST SIZES AND DIRECTION.
- *REFER TO TRUSS MANUFACTURERS PLANS AND SPECIFICATIONS FOR ALL CEILING JOIST SIZES AND DIRECTION.
- *ALL A/C PROVISIONS ARE APPROXIMATE ONLY. REFER TO A/C INSTALLERS AND/OR MANUFACTURERS SPECIFICATIONS AND DETAILS FOR A/C DUCT POSITIONING AND INDICATED UNIT SIZES.
- *INDOOR/OUTDOOR UNIT SIZES ARE APPROXIMATE ONLY AND WILL BE SUBJECT TO FINAL SELECTION AND MANUFACTURERS SPECIFICATIONS.

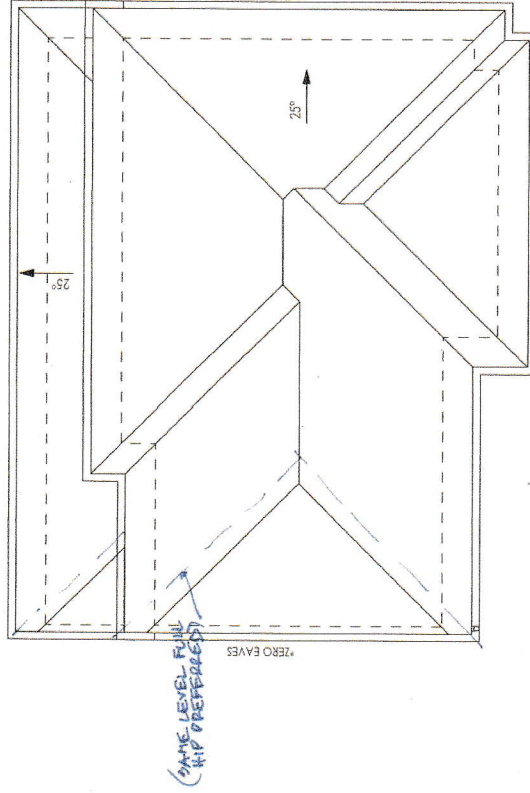


Design is approved under the
Oran Park Town Design Guidelines
subject to noted conditions.

First Floor Plan

Scale 1:100

ROOF AREA:
A: 119.96 m²



Roof Layout Plan

Scale 1:100

REVISION SCHEDULE

ISSUE	DESCRIPTION	BY	DATE
A-3	PRELIM PLANS	NK	23.11.18

GENERAL BUILDING NOTES

1. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH SPECIFICATIONS PROVIDED.
2. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH BUILDERS NOTES.
3. FIGURED DIMENSIONS MUST TAKE PREFERENCE TO SCALING.
4. LEVELS SHOWN ARE APPROXIMATE AND TO BE CONFIRMED ON SITE BY SURVEYOR.
5. DRAINAGE CONCEPT PLANS IS SCHEMATIC ONLY. RELATED WORKS TO BE VERIFIED BY LICENCED DRAINER AND/OR HYDRAULIC ENG PRIOR TO WORK COMMENCING.
6. ALL BUILDING MATERIALS AND FINISHES ARE REQUIRED SUCH MUST TAKE PREFERENCE TO THESE DRAWINGS.
7. ALL BOUNDARY CLEARANCES MUST BE VERIFIED BEFORE COMMENCEMENT OF BUILDING WORKS BY REGISTERED SURVEYOR.
8. BUILDING WORKS TO BE CARRIED OUT STRICTLY IN ACCORDANCE TO THESE DRAWINGS.
9. BUILDERS TO STRICTLY COMPLY WITH ALL RELEVANT BUILDING CODE REQUIREMENTS AND CONSTRUCTION REQUIREMENTS AND AUSTRALIAN STANDARDS.
10. IN CASE OF ALTERATIONS OR DISCREPANCIES NOTIFY MARRETTA DESIGN IMMEDIATELY.



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www.marrettdesign.com.au

PROPOSED:

New 2-Storey Dwellings

CLIENT:

Mr & Mrs Lesnjakovic

LOCATION:

Lot 9325 HN#.DP: Unreg
Potts Street,
Oran Park

COUNCIL:

Camden

SHEET:

10 of 15

DATE DRAWN:

08.09.17

HOUSE DESCRIPTION:

Custom Design
Custom Facade

MARRETTA REF #:

MF340-18

DESIGNED:

FS

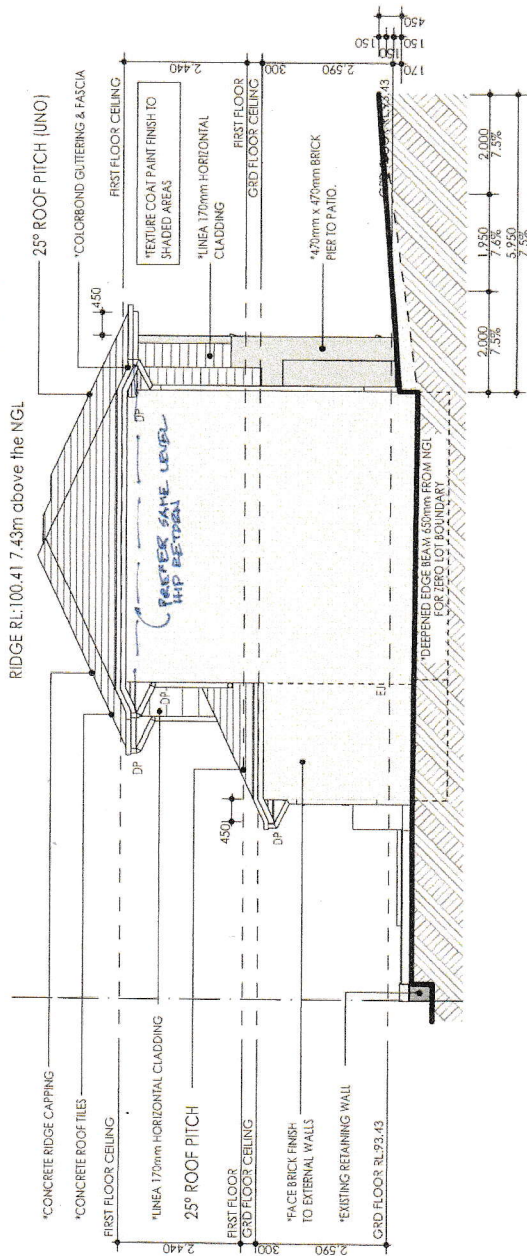
BUILT:

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BUILDERS REF #:

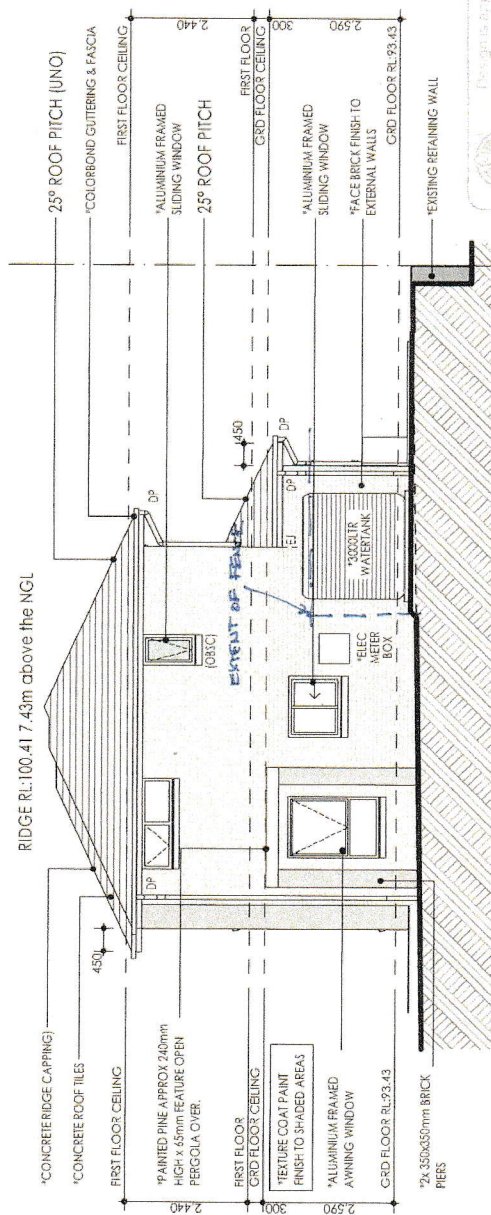
3006109

*ALL FIRST FLOOR BEDROOM WINDOWS WITH A SILL HEIGHT LESS THAN 1700mm FROM THE FFL REQUIRE THE OPENINGS TO BE RESTRICTED TO A MAX OF 125mm IN ACCORDANCE WITH THE BCA.



Left-Elevation (Northern)

Scale 1:100



Right-Elevation (Southern)

Scale 1:100

REVISION SCHEDULE

ISSUE	DESCRIPTION	BY	DATE
A-3	PRELIM PLANS	NK	23.11.18

GENERAL BUILDING NOTES

1. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH SPECIFICATIONS PROVIDED.
2. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH BUILDERS UNDER CONTRACT DOCUMENTATION.
3. DIMENSIONS ARE GIVEN IN METERS UNLESS OTHERWISE STATED.
4. LEVELS SHOWN ARE APPROXIMATE AND TO BE CONFIRMED ON SITE BY SURVEYOR.
5. DRAINAGE CONCEPT PLAN IS SCHEMATIC ONLY. RELATED WORKS TO BE VERIFIED BY LICENCED DRAINER AND/OR HYDRAULIC ENG PRIOR TO WORK COMMENCING.
6. IF ENGINEERS DRAWINGS ARE REQUIRED SUCH MUST TAKE PRECEDENCE OVER THESE DRAWINGS.
7. ALL BOUNDARY CLEARANCES MUST BE VERIFIED BEFORE COMMENCEMENT OF BUILDING WORKS BY REGISTERED SURVEYOR.
8. BUILDING WORKS TO BE CARRIED OUT STRICTLY IN ACCORDANCE TO THESE DRAWINGS.
9. BUILDER IS TO STRICTLY COMPLY WITH ALL RELEVANT BUILDING CODE OF AUSTRALIA, CONSTRUCTION REQUIREMENTS AND AUSTRALIAN STANDARDS.
10. IN CASE OF ALTERATIONS OR DISCREPANCIES NOTIFY MARRETTA DESIGN IMMEDIATELY.



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LOCATION:

Lot 9325 HN# DP: Unreg

Potts Street,

Oran Park

COUNCIL:

Camden

SHEET:

12 of 15

DATE DRAWN:

08.09.17

DESIGNED:

FS

FS

FS

FS

Plans are to be read under the
Oran Park Town & Country Guidelines
subject to noted conditions.

ORAN PARK
TOWN & COUNTRY
GUIDELINES
date: 08/11/16

REVISION SCHEDULE

ISSUE	DESCRIPTION	BY	DATE
A-3	PRELIM PLANS	NK	23 11 18

GENERAL BUILDING NOTES

1. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH SPECIFICATIONS PROVIDED.
2. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH BUILDERS' TENDER/CONTRACT DOCUMENTATION.
3. REQUIRED DIMENSIONS MUST TAKE PREFERENCE TO SCALING.
4. LEVELS SHOWN ARE APPROPRIATE AND TO BE CONFIRMED ON SITE BY THE CONTRACTOR.
5. DRAINAGE CONCEPT PLAN IS SCHEMATIC ONLY. RELATED WORKS TO BE VERIFIED BY LICENCED DRAINER AND/OR HYDRAULIC ENGINEER PRIOR TO WORK COMMENCING.
6. IF ENGINEERS DRAWINGS ARE REQUIRED SUCH MUST TAKE PREFERENCE TO THESE DRAWINGS.
7. ALL DIMENSIONS AND DISTANCES MUST BE VERIFIED BEFORE COMMENCEMENT OF BUILDING WORKS.
8. BUILDING WORKS TO BE CARRIED OUT STRICTLY IN ACCORDANCE TO THESE DRAWINGS.
9. BUILDER IS TO STRICTLY COMPLY WITH ALL RELEVANT BUILDING CODE STANDARDS.
10. ALL CONSTRUCTION REQUIREMENTS AND AUSTRALIAN STANDARDS, CODES OF PRACTICE, REGULATIONS OR BY-LAWS, NOTIFICATION, VARIATION, ALTERATIONS OR DISCREPANCIES, NOTIFY MARKETPLACE IMMEDIATELY.



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PROPOSED:
New 2-Storey Dwellings

CLIENT: Mr & Mrs Lesnjakovic

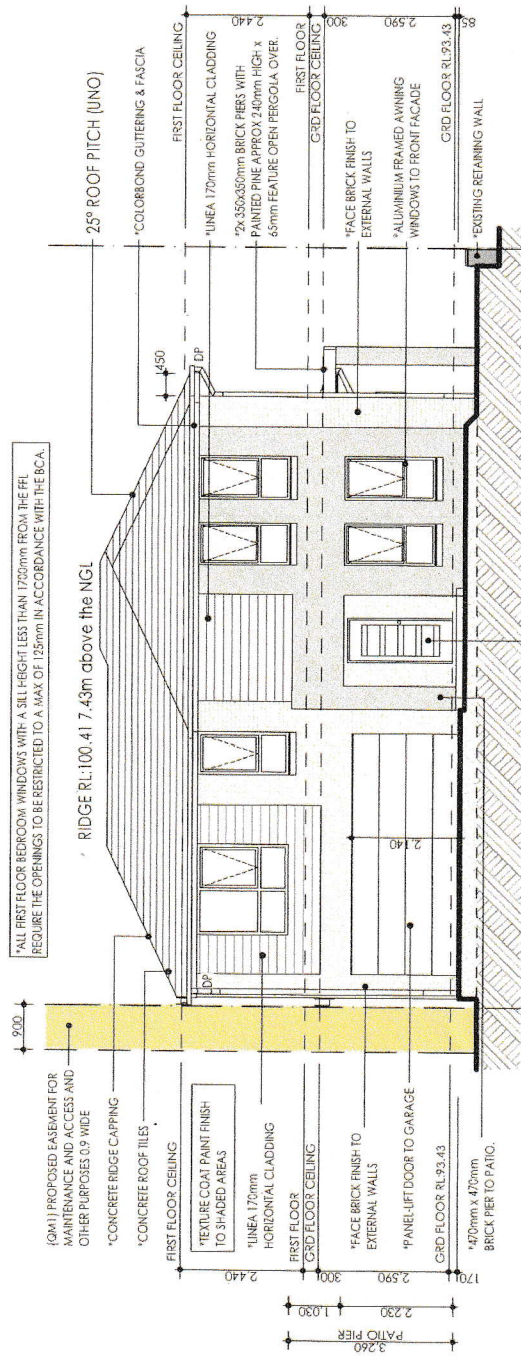
LOCATION: Lot 9325 HN#.DP: Unreg

Potts Street,
Oran Park

COUNCIL:	SHEET:
Camden	11 of 15

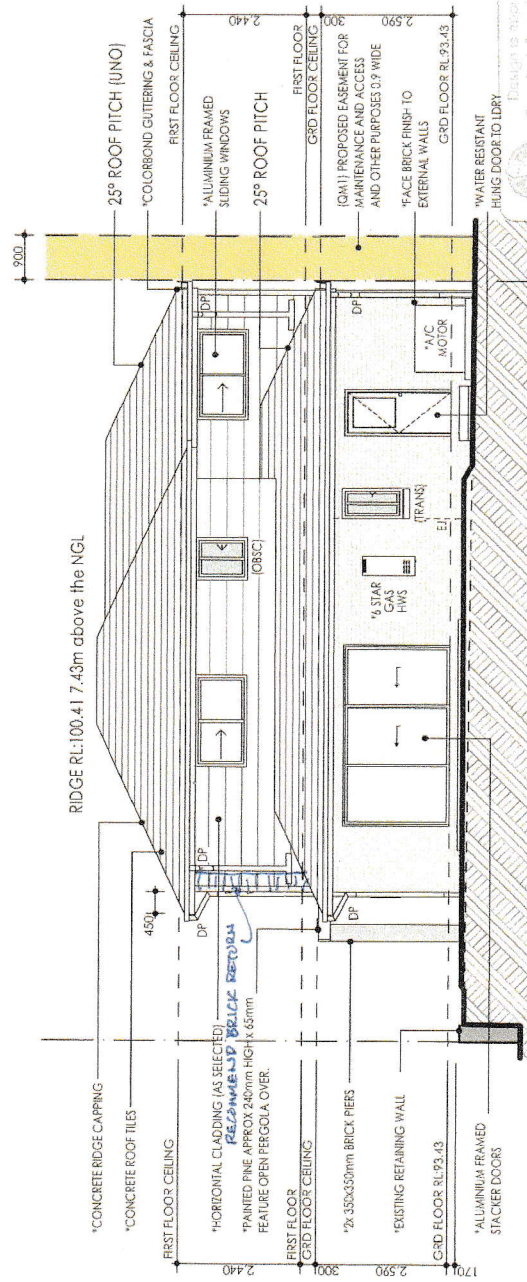
DATE DRAWN: 08.09.17	HOUSE DESCRIPTION: Custom Design Custom Facade	MARRETTA REF #: MF340-18
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DESIGNED:	FS	DRAWN BY:	FS	BUILDERS REF #:	3006109
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Front-Elevation (Western)

Scale 1:100



Rear-Elevation (Eastern)

Scale 1:100

HUNG DOOR TO LDRY

signed Healy date 22/11/88