

Contract for the sale and purchase of land 2022 edition

TERM

MEANING OF TERM

NSW DAN:

vendor's agent

SIMON PROPERTY & CO

Phone: 4602 2000

simon@simonpropertyco.au

co-agent

vendor

OLVEN TOMA

4 Allen Street Oran Park NSW 2570

vendor's solicitor

ISHO LAWYERS

P O Box 3145 Wetherill Park NSW 2164

2/695 The Horsley Drive Smithfield NSW 2164

Phone: 9757 4081

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Email: info@isho.com.au

date for completion

42nd

day after the contract date (clause 15)

land (address,
plan details and
title reference)

4 ALLEN STREET ORAN PARK NSW 2570

LOT 1137 IN DP 1218055

FOLIO IDENTIFIER 1137/1218055

improvements

☐ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☐ other: **Swimming Pool**

attached copies

documents in the List of Documents as marked or 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: Mircrowarve Oven, Remote Control Garage Doors, Security Cameras | | | |

exclusions

purchaser

purchaser's solicitor

price \$

deposit \$

(10% of the price, unless otherwise stated)

balance \$

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 _____ 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): PEXA

Manual transaction (clause 30) ☐ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, 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 a **GSTRW payment** (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide 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	☐ 33 property certificate for strata common property
☒ 2 plan of the land	☐ 34 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 35 strata by-laws
☐ 4 plan of land to be subdivided	☐ 36 strata development contract or statement
☐ 5 document to be lodged with a relevant plan	☐ 37 strata management statement
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 38 strata renewal proposal
☐ 7 additional information included in that certificate under section 10.7(5)	☐ 39 strata renewal plan
☒ 8 sewerage infrastructure location diagram (service location diagram)	☐ 40 leasehold strata - lease of lot and common property
☒ 9 sewer lines location diagram (sewerage service diagram)	☐ 41 property certificate for neighbourhood property
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 42 plan creating neighbourhood property
☐ 11 <i>planning agreement</i>	☐ 43 neighbourhood development contract
☐ 12 section 88G certificate (positive covenant)	☐ 44 neighbourhood management statement
☐ 13 survey report	☐ 45 property certificate for precinct property
☐ 14 building information certificate or building certificate given under <i>legislation</i>	☐ 46 plan creating precinct property
☐ 15 occupation certificate	☐ 47 precinct development contract
☐ 16 lease (with every relevant memorandum or variation)	☐ 48 precinct management statement
☐ 17 other document relevant to tenancies	☐ 49 property certificate for community property
☐ 18 licence benefiting the land	☐ 50 plan creating community property
☐ 19 old system document	☐ 51 community development contract
☐ 20 Crown purchase statement of account	☐ 52 community management statement
☐ 21 building management statement	☐ 53 document disclosing a change of by-laws
☐ 22 form of requisitions	☐ 54 document disclosing a change in a development or management contract or statement
☐ 23 <i>clearance certificate</i>	☐ 55 document disclosing a change in boundaries
☐ 24 land tax certificate	☐ 56 information certificate under Strata Schemes Management Act 2015
Home Building Act 1989	☐ 57 information certificate under Community Land Management Act 2021
☐ 25 insurance certificate	☐ 58 disclosure statement - off the plan contract
☐ 26 brochure or warning	☐ 59 other document relevant to off the plan contract
☐ 27 evidence of alternative indemnity cover	Other
Swimming Pools Act 1992	☐ 60
☒ 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 Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • 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.

4 ALLEN STREET ORAN PARK NSW 2570



CONTRACT FOR SALE OF LAND ADDITIONAL CLAUSES

33. AMENDMENTS TO THE STANDARD CLAUSES OF CONTRACT

- 33.1. In clause 2.2 delete the word "Normally";
- 33.2. Clause 7.1.1 is deleted;
- 33.3. Clause 14.4.2 is deleted.

34. VALIDITY

In the event of any conflict between the provisions of these Additional Clauses and those contained in the printed conditions to this Contract, then the provisions of these Additional Clauses will prevail.

35. PURCHASER'S ACKNOWLEDGMENT

- 35.1. The Purchaser acknowledges and agrees that:
 - (i) The Purchaser has inspected the property, improvements and inclusions included in the Contract, and the Purchaser shall take the property, improvements and inclusions as inspected, with all defects whether latent or patent.
 - (ii) No warranties have been made by or on behalf of the Vendor, express or implied, as to the condition of the property, improvements and inclusions or as to its suitability for any particular purpose, except the warranties (if any) contained in this Contract.
 - (iii) The Purchaser acknowledges that the property, improvements and inclusions are purchased in their present state, order and condition and the purchaser has relied on his own enquiries in relation to the condition of the property, improvements and inclusions and the Purchaser shall make no objection, requisition or claim for compensation in respect thereto nor call upon the Vendor to carry out any repairs whatsoever in relation to the said property, improvements and inclusions.



36. ENTIRE AGREEMENT

This contract and provisions, terms and conditions contained in this Contract, comprise the whole of the agreement between the parties and the parties expressly agree and declare that no other agreements, provisions, warranties or conditions shall apply or form part of this Contract and the agreement between the parties.

37. DELAY IN COMPLETION:

If this contract is not completed for any reason (other than the vendor's default) on the date for completion then in addition to any other right which the vendor may have under this contract or otherwise (which will in this clause include rescission or termination) the purchaser will on completion of this contract pay to the vendor:

37.1. Interest on the balance of the purchase price at the rate of 8% per annum calculated on daily basis, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of sale price due and payable on completion.

37.2. The sum of \$300.00 plus GST to cover legal costs and other expenses incurred as a consequence of the delay, as a genuine pre estimate of those additional expenses, to be allowed by the Purchaser as an additional adjustment on completion.

38. NOTICE TO COMPLETE

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

39. RELEASE OF DEPOSIT

The deposit or part of the deposit as required by the Vendor shall be released to the Vendor provided always that the deposit released shall be utilised by the Vendor only for the purpose of payment of deposit and/or stamp duty on an agreement for a purchase of a property for which the Vendor Contracts to purchase or for the purpose of payment of land tax if any on the property hereby sold to the purchaser.



40. VENDOR'S AGENT

- 40.1 The purchaser warrants that the purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale other than the vendor's agent, if any, specified in this contract.
- 40.2 The purchaser indemnifies the vendor against any claim for commission by any real estate agent or other person arising out of such introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor.
- 40.3 This clause 40 shall not merge on completion.

41. LIQUIDATION OR DEATH

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

- (i) Dies or becomes mentally ill or declared bankrupt; or
- (ii) Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors;

then either party may rescind this contract where upon the provisions of clause 19 shall apply.

42. PAYMENT OF DEPOSIT

- 42.1 If this contract is entered into with a cooling off period and the vendor has agreed in writing, then the Deposit shall be paid in the following manner:
- (i) As to the sum equal to 0.25% of the sale price on the date the contract is entered into; and
 - (ii) As to the sum equal to the Deposit less the sum referred to in clause 42.1(i) before 5.00 p.m. the day the cooling off period expires.
- 42.2 Notwithstanding any other clause or term or item stated in this Contract, the Deposit payable under this contract cannot be an amount equal to less than 10% of the price.



- 42.3 The Deposit may be paid by purchaser by instalments only if the vendor has agreed in writing before the contract date that the Deposit is payable by instalments.
- 42.4 In the event of this contract being terminated in circumstances where the Deposit is forfeited to the vendor then the vendor shall be entitled to recover from the purchaser any outstanding Deposit payable pursuant to this contract.



FOLIO: 1137/1218055

SEARCH DATE	TIME	EDITION NO	DATE
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19/8/2025	10:16 AM	5	24/10/2022

LAND

LOT 1137 IN DEPOSITED PLAN 1218055
AT ORAN PARK
LOCAL GOVERNMENT AREA CAMDEN
PARISH OF COOK COUNTY OF CUMBERLAND
TITLE DIAGRAM DP1218055

FIRST SCHEDULE

OLVEN TOMA (T AM872271)

SECOND SCHEDULE (14 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1130969 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1153029 RESTRICTION(S) ON THE USE OF LAND
- 4 DP1151500 RESTRICTION(S) ON THE USE OF LAND
- 5 DP1153030 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1159094 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1169698 RESTRICTION(S) ON THE USE OF LAND
- 8 DP1218055 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1218055 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (7) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED (R) IN THE TITLE DIAGRAM
- 10 DP1218055 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT AFFECTING THE
PART(S) SHOWN SO BURDENED (S) IN THE TITLE DIAGRAM
- 11 DP1218055 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (13) IN THE S.88B INSTRUMENT
- 12 DP1218055 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (14) IN THE S.88B INSTRUMENT
- 13 DP1218055 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (16) IN THE S.88B INSTRUMENT
- 14 AS575091 MORTGAGE TO BC INVEST LOANS PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

TOMA OLVEN...

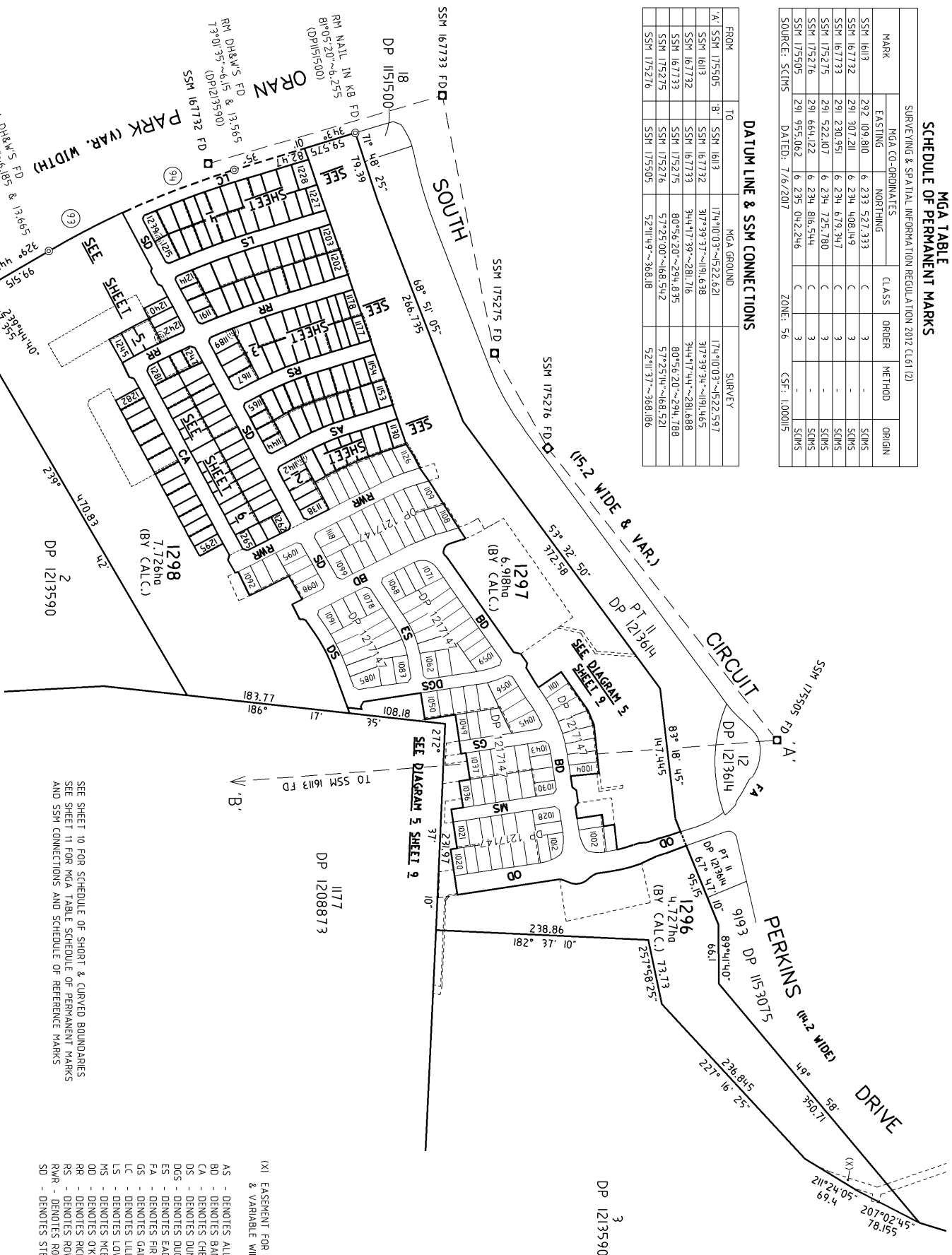
PRINTED ON 19/8/2025

MGA TABLE SCHEDULE OF PERMANENT MARKS

SURVEYING & SPATIAL INFORMATION REGULATION 2012 CL61 (2)				
MARK	MGA CO-ORDINATES		CLASS	ORDER
	EASTING	NORTHING		
SSM 1613	292 109.810	6 233 527.333	C	3
SSM 161732	291 307.211	6 234 108.149	C	3
SSM 161733	291 230.951	6 234 679.347	C	3
SSM 175275	291 522.107	6 234 125.780	C	3
SSM 175276	291 664.122	6 234 816.544	C	3
SSM 175505	291 955.062	6 235 042.246	C	3
SOURCE: SCIMS DATED: 1/6/2017 ZONE: 56 CSF: 1.00015				

DATUM LINE & SSM CONNECTIONS

FROM	TO	MGA GROUND	SURVEY
A' SSM 175505	B' SSM 1613	174°10'03"~1522.621	174°10'03"~1522.597
SSM 1613	SSM 161732	317°39'37"~191.638	317°39'37"~191.465
SSM 161732	SSM 161733	344°17'39"~281.716	344°17'44"~281.688
SSM 161733	SSM 175275	80°56'20"~294.835	80°56'20"~294.788
SSM 175275	SSM 175276	57°25'00"~168.542	57°25'14"~168.521
SSM 175276	SSM 175505	52°14'49"~368.18	52°14'37"~368.186



SEE SHEET 10 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 11 FOR MGA TABLE SCHEDULE OF PERMANENT MARKS
AND SSM CONNECTIONS AND SCHEDULE OF REFERENCE MARKS

- (X) EASEMENT FOR OVERHEAD POWER LINES 9 WIDE
& VARIABLE WIDTH (DP 1153033)
- AS - DENOTES ALLEN STREET
 - BD - DENOTES BARNFIELD DRIVE
 - CA - DENOTES CHESHAM AVENUE
 - DG - DENOTES DUNSTAN STREET
 - DGS - DENOTES DUNGAN STREET
 - ES - DENOTES EADE STREET
 - FA - DENOTES FIRTH AVENUE
 - GS - DENOTES GALE STREET
 - LS - DENOTES LILLYWHITE CIRCUIT
 - MS - DENOTES MCVEY STREET
 - OD - DENOTES O'KEEFE DRIVE
 - RR - DENOTES RICHMOND ROAD
 - RS - DENOTES ROWAN STREET
 - RWR - DENOTES ROWELL ROAD
 - SD - DENOTES STEVENS DRIVE

Surveyor: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
Date of Survey: 28-08-2017
Surveyor's Ref: 15-000917-S1G2

PLAN OF SUBDIVISION OF LOT 1000 IN DP 121714.7

LGA: CAMDEN COUNCIL
Locality: ORAN PARK
Subdivision No: 14,205,1197.1

Registered
18.10.2017
48462946

DP1218055 ©



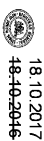
SEE SHEET 10 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 11 FOR MGA TABLE SCHEDULE OF PERMANENT MARKS AND SSM CONNECTIONS
AND SCHEDULE OF REFERENCE MARKS
SEE SHEET 8 FOR INFORMATION ON RETAINING WALLS

- (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (B) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE & VARIABLE
- (L) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (NO.3)
- (U) RESTRICTION ON THE USE OF LAND 1.8 WIDE (NO.9)
- (V) POSITIVE COVENANT 1.8 WIDE
- (ZC) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH (DP 121747)
- (ZC2) EASEMENT FOR RIGHT OF ACCESS VARIABLE WIDTH (DP 121747)
- (ZU) RESTRICTION ON THE USE OF LAND 1.8 WIDE (DP 121747)
- (ZV) POSITIVE COVENANT 1.8 WIDE (DP 121747)

Surveyor: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
Date of Survey: 28-08-2017
Surveyor's Ref: 15-000917-STG2

PLAN OF SUBDIVISION OF LOT 1000 IN DP 121714.7

LGA: CAMDEN COUNCIL
Locality: ORAN PARK
Subdivision No: 14,2015,1197.1
Lengths are in metres. Reduction Ratio: 1500



Registered
18.10.2017
18-10-2016

DP1218055



SEE SHEET 10 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 11 FOR MGA TABLE SCHEDULE OF PERMANENT MARKS
AND SSM CONNECTIONS AND SCHEDULE OF REFERENCE MARKS
SEE SHEET 8 FOR INFORMATION ON RETAINING WALLS

(A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(B) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE & VARIABLE
(L1) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (NO.3)
(L2) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (NO.4)
(L3) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (NO.5)
(U) RESTRICTION ON THE USE OF LAND 1.8 WIDE (NO.9)
(V) POSITIVE COVENANT 1.8 WIDE

SEE SHEET

SEE SHEET

SEE SHEET

SEE SHEET

SEE SHEET

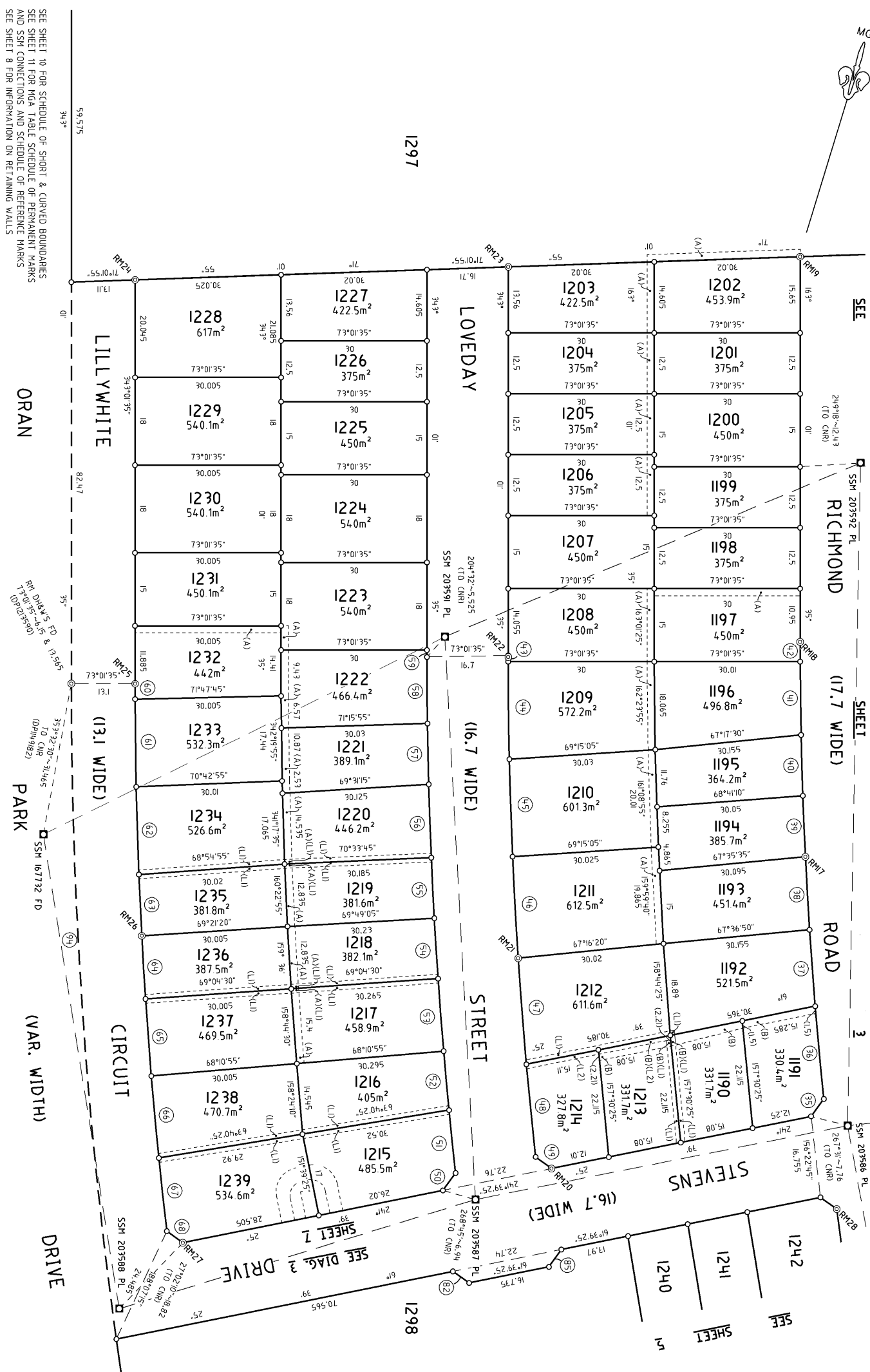
SEE SHEET

SEE SHEET

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SEE SHEET

Surveyor: DANIEL JAMES HANNIGAN CALIBRE CONSULTING (NSW) P/L T: (02) 8808 5000 Date of Survey: 28-08-2017 Surveyor's Ref: 15-000917-STG2	PLAN OF SUBDIVISION OF LOT 1000 IN DP 121714.7	LGA: CAMDEN COUNCIL Locality: ORAN PARK Subdivision No: 14,2015,1197.1 Lengths are in metres. Reduction Ratio: 1:500	Registered 18.10.2017 10-10-2016	DP1218055
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SEE SHEET 10 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 11 FOR MGA TABLE SCHEDULE OF PERMANENT MARKS
AND SSM CONNECTIONS AND SCHEDULE OF REFERENCE MARKS
SEE SHEET 8 FOR INFORMATION ON RETAINING WALLS

(A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
(B) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE & VARIABLE
(1I) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (NO.3)
(1.2) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (NO.4)

Surveyor: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
Date of Survey: 28-08-2017
Surveyor's Ref: 15-000917-STG2

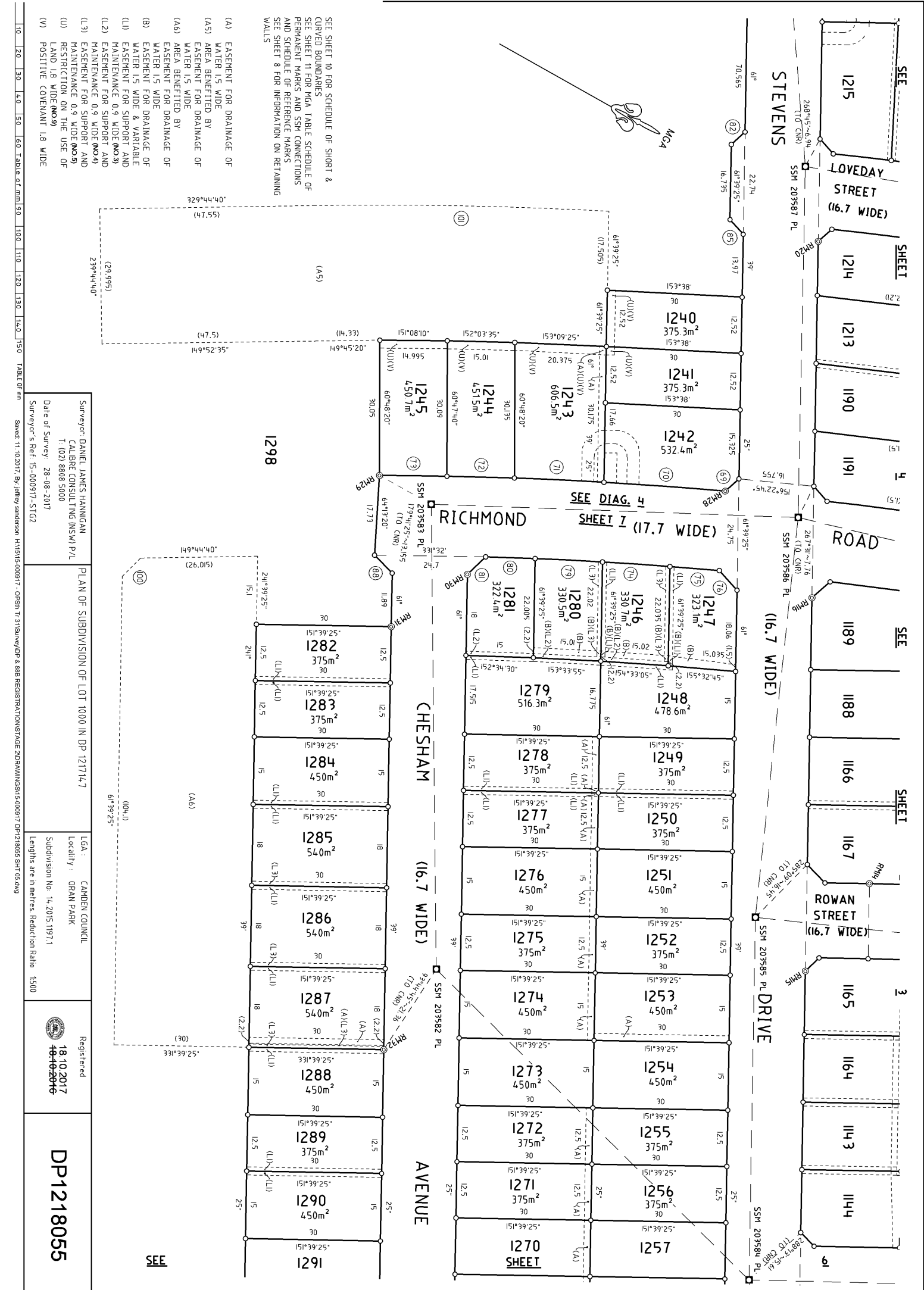
PLAN OF SUBDIVISION OF LOT 1000 IN DP 121714

LGA : CAMDEN COUNCIL
Locality : ORAN PARK
Subdivision No: 14,2015,1197.1
Lengths are in metres. Reduction

Registered
18.10.2017
~~18.10.2016~~

DP1218055

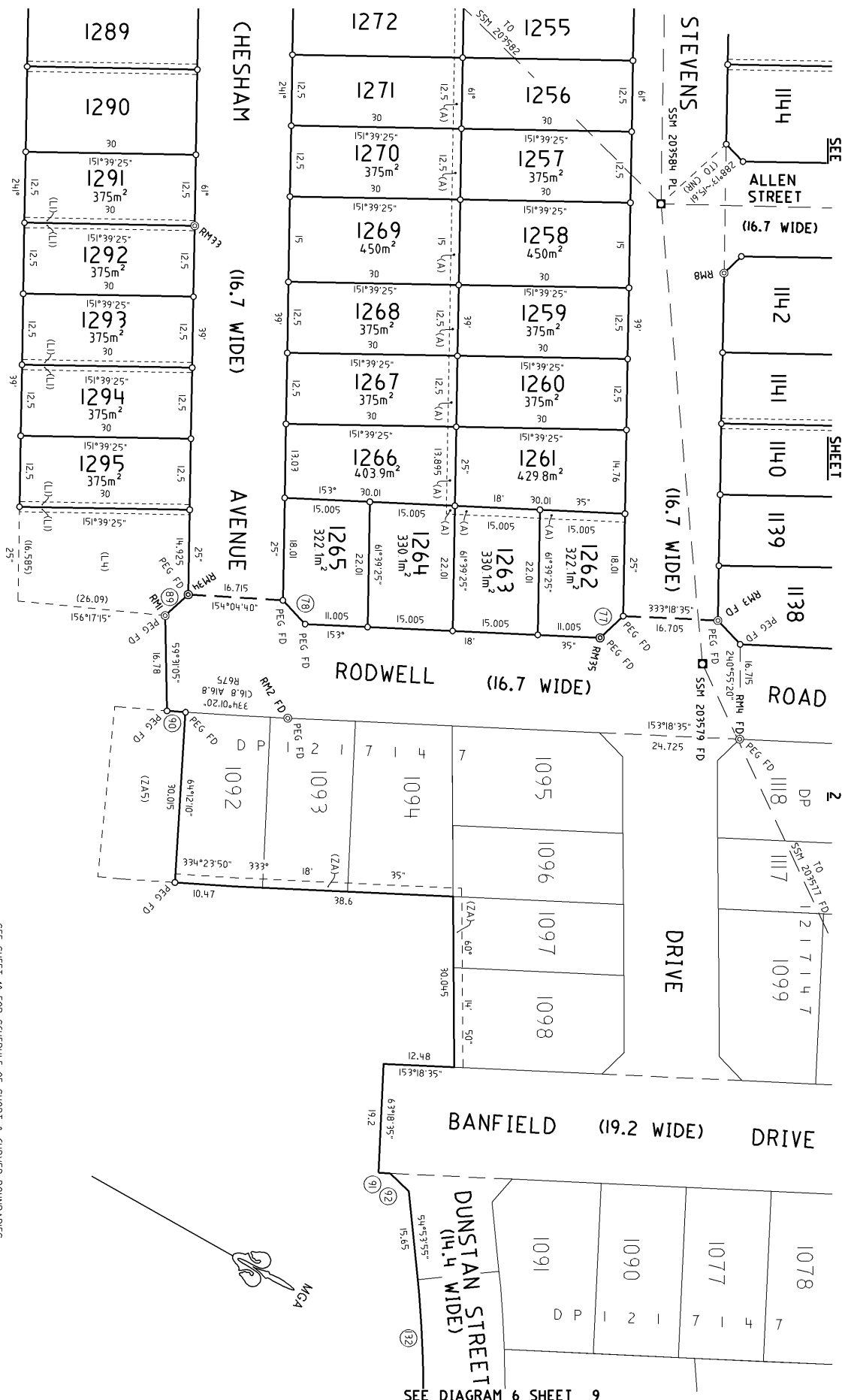
Req:R796561 /Doc:DP 1218055 P /Rev:31-Oct-2017 /NSW LRS /Pgs:ALL
© Office of the Registrar-General /Src:InfoTrack /Ref:TOMA OLVEN



SEE

SHEET

5



1298

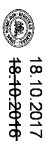
- (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
- (L) EASEMENT FOR SUPPLY AND MAINTENANCE 0.9 WIDE (NO.3)
- (ZA) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1217147)
- (LH) AREA BENEFITED BY EASEMENT FOR SUPPLY AND MAINTENANCE 0.9 WIDE DENOTED (LH) WITHIN LOT 1295 (NO.3)
- (ZAS) AREA BENEFITED BY EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (DP 1217147)

SEE SHEET 10 FOR SCHEDULE OF SHORT & CURVED BOUNDARIES
SEE SHEET 11 FOR MGA TABLE SCHEDULE OF PERMANENT MARKS
AND SSM CONNECTIONS AND SCHEDULE OF REFERENCE MARKS
SEE SHEET 8 FOR INFORMATION ON RETAINING WALLS

Surveyor: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
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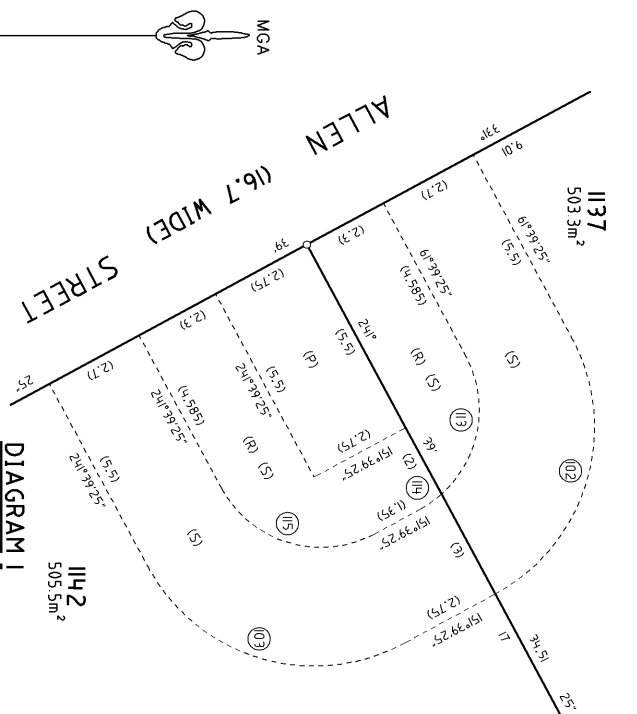
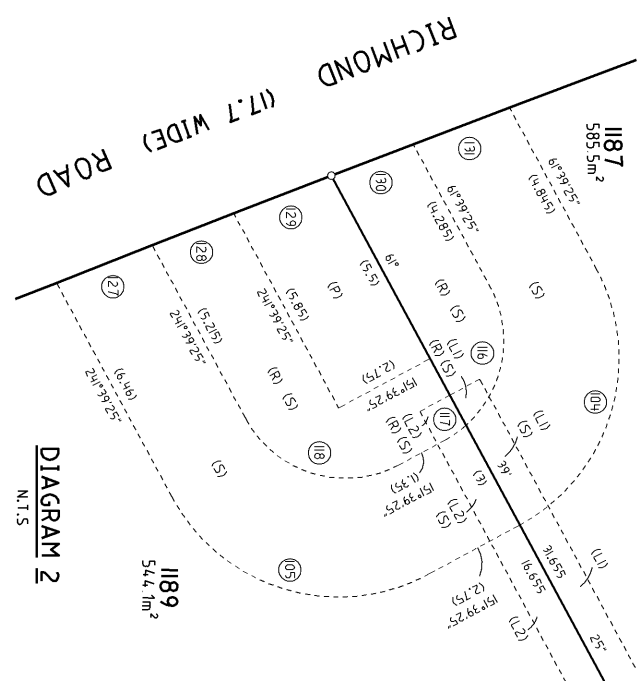
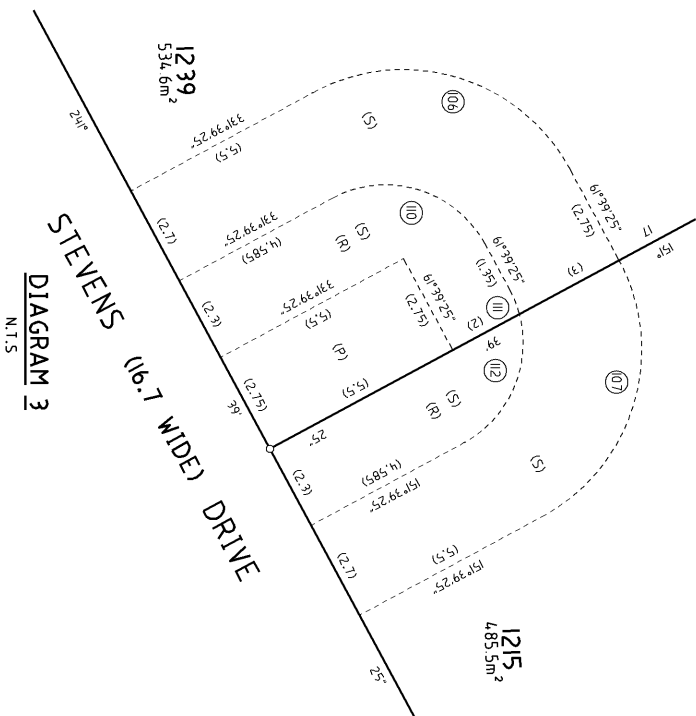
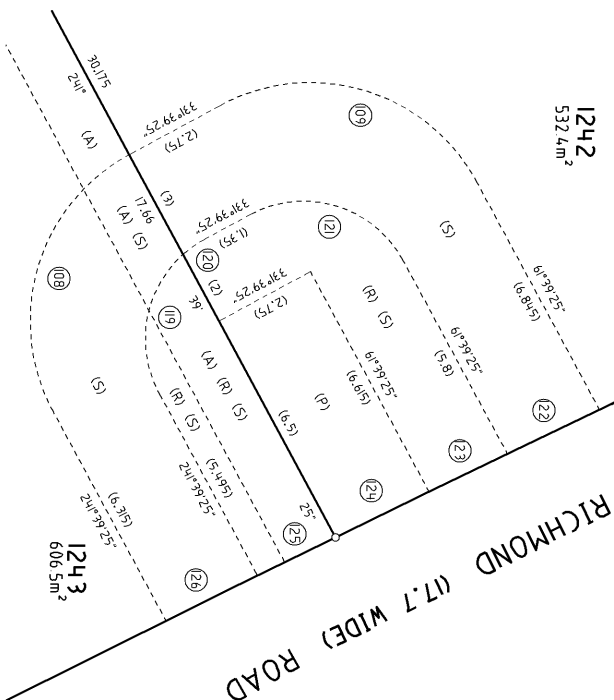
PLAN OF SUBDIVISION OF LOT 1000 IN DP 1217147

LGA: CAMDEN COUNCIL
Locality: ORAN PARK
Subdivision No: 14,2015,1197.1
Lengths are in metres. Reduction Ratio: 1500



Registered
18.10.2017
18-10-2017

DP1218055

DIAGRAM 1
N.T.S.DIAGRAM 2
N.T.S.DIAGRAM 3
N.T.S.DIAGRAM 4
N.T.S.

SCHEDULE of SHORT & CURVED BOUNDARIES

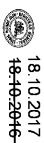
No.	BEARING	CHORD	ARC	RADIUS
102	106°39'25"	7.07	7.855	5
103	106°39'25"	7.07	7.855	5
104	106°39'25"	7.07	7.855	5
105	106°39'25"	7.07	7.855	5
106	106°39'25"	7.07	7.855	5
107	106°39'25"	7.07	7.855	5
108	286°39'25"	7.07	7.855	5
109	16°39'25"	7.07	7.855	5
110	16°39'25"	4.245	4.71	3
111	68°24'10"	0.705	0.705	3
112	113°24'10"	3.715	4.005	3
113	99°54'35"	3.715	4.005	3
114	104°54'35"	0.705	0.705	3
115	186°39'25"	4.245	4.71	3
116	99°54'35"	3.715	4.005	3
117	104°54'40"	0.705	0.705	3
118	106°39'25"	4.245	4.71	3
119	279°54'35"	3.715	4.005	3
120	324°54'35"	0.705	0.705	3
121	16°39'25"	4.245	4.71	3
122	154°21'35"	2.705	2.705	908.35
123	154°12'05"	2.3	2.3	908.35
124	154°02'35"	2.75	2.75	908.35
125	153°53'	2.3	2.3	908.35
126	153°43'30"	2.7	2.7	908.35
127	338°32'20"	2.72	2.72	890.65
128	338°42'05"	2.315	2.315	890.65
129	338°51'50"	2.77	2.77	890.65
130	339°01'40"	2.32	2.32	890.65
131	339°11'25"	2.725	2.725	890.65

- (A) EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE
 (L1) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (NO.3)
 (L2) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (NO.4)
 (P) EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE
 (R) RESTRICTION ON THE USE OF LAND (NO.7)
 (S) RESTRICTION ON THE USE OF LAND (NO.8)

Surveyor: DANIEL JAMES HANNIGAN
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 T: (02) 8808 5000
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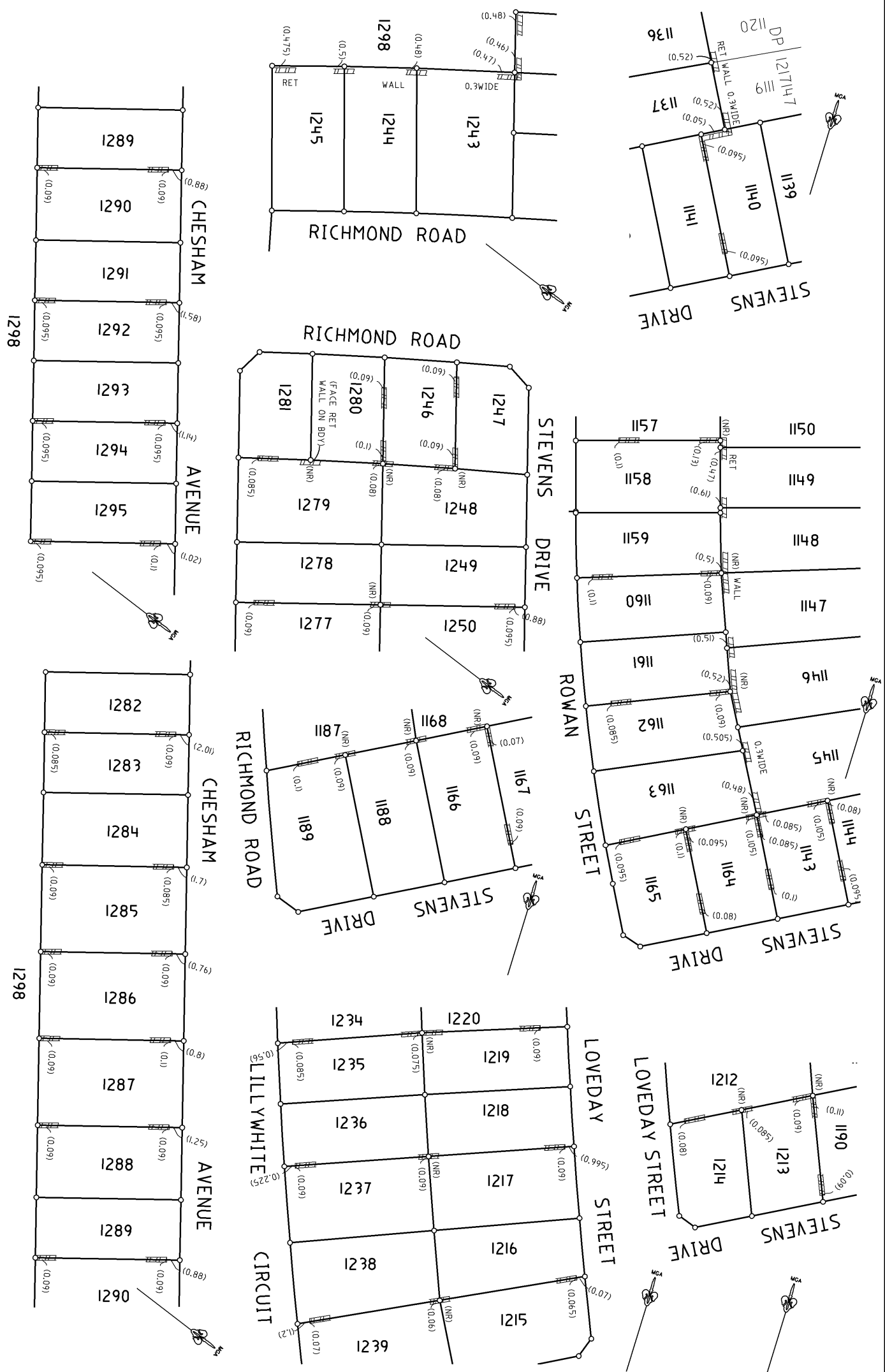
PLAN OF SUBDIVISION OF LOT 1000 IN DP 121714.7

LGA: CAMDEN COUNCIL
 Locality: ORAN PARK
 Subdivision No: 14, 2015, 1197, 1
 Lengths are in metres. Reduction Ratio: NTS



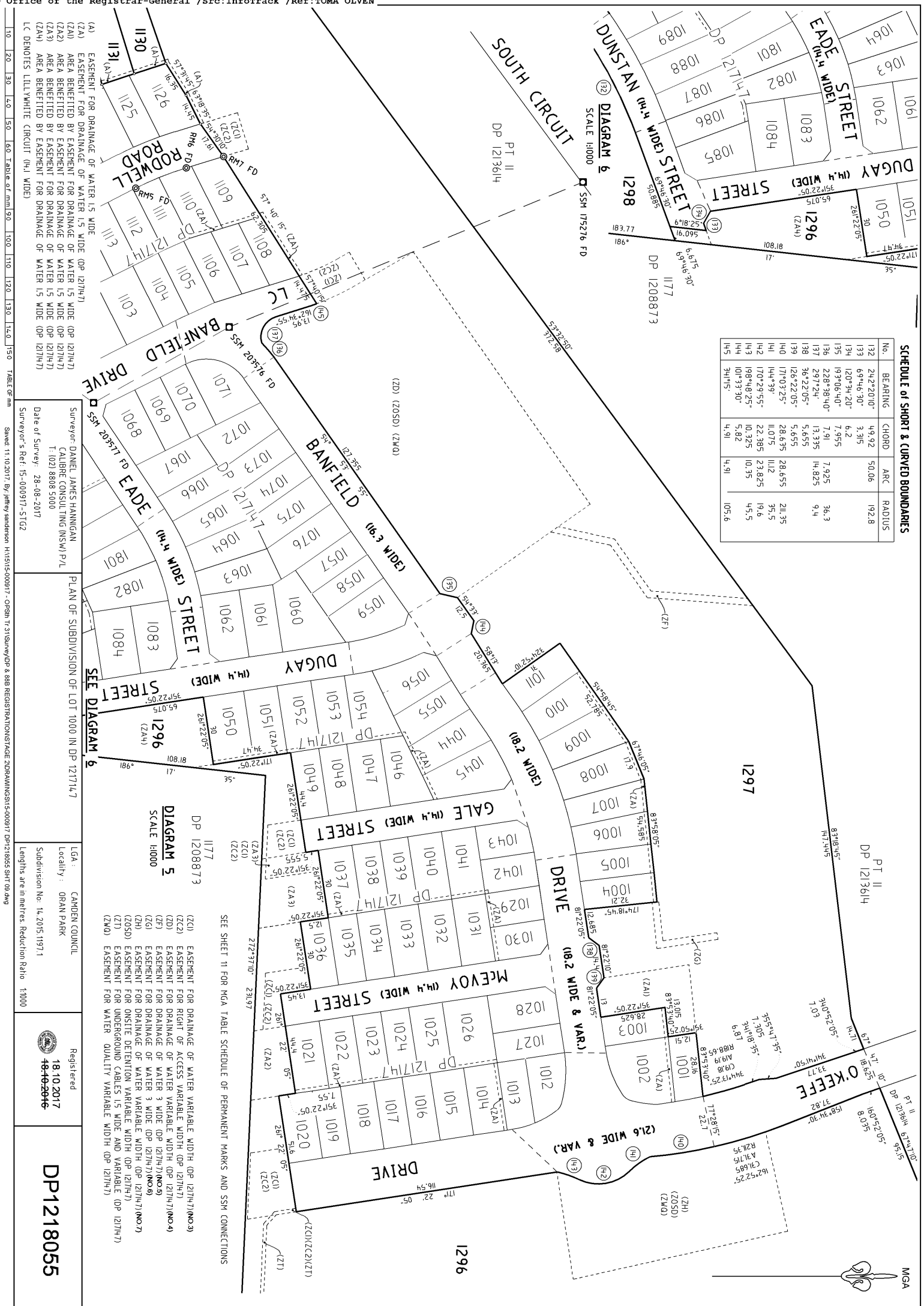
Registered
 18.10.2017
 18-10-2016

DP1218055



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
132	24°22'01"	49.92	50.06	192.8
133	69°46'30"	3.915		
134	120°24'20"	6.2		
135	19°06'40"	7.955		
136	228°38'40"	7.925		
137	297°24'	13.335		
138	36°22'05"	5.655		
139	126°22'05"	5.655		
140	177°03'25"	28.635		
141	144°39'	11.075		
142	170°29'55"	22.385		
143	198°48'25"	10.325		
144	10°33'30"	5.82		
145	34°15'	4.91		



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	342°51'25"	1.57	1.57	266.65
2	344°14'25"	13.48	13.485	266.65
3	337°58'55"	16.85	16.85	266.65
4	334°33'25"	15.015	15.015	266.65
5	332°18'	5.99	5.99	266.65
6	197°29'	5.74		
7	286°39'25"	4.245		
8	196°39'25"	4.245		
9	153°07'40"	14.55	14.55	283.35
10	156°00'50"	13.995	14	283.35
11	158°41'50"	12.535	12.535	283.35
12	161°13'45"	12.505	12.505	283.35
13	162°45'35"	2.635	2.635	283.35
14	343°01'05"	0.27	0.27	391.65
15	341°59'55"	13.505	13.51	391.65
16	340°02'05"	13.34	13.34	391.65
17	338°05'05"	13.32	13.32	391.65
18	336°06'50"	13.615	13.615	391.65
19	333°58'50"	15.55	15.55	391.65
20	332°15'	8.11	8.11	391.65
21	286°39'25"	4.245		
22	196°39'25"	5.655		
23	152°47'15"	16.115	16.115	408.35
24	155°07'40"	17.255	17.255	408.35
25	157°23'45"	15.075	15.08	408.35
26	159°28'55"	14.64	14.64	408.35
27	161°33'40"	15	15	408.35
28	162°49'15"	2.94	2.94	408.35
29	342°53'50"	4.035	4.035	890.65
30	342°07'30"	19.955	19.955	890.65
31	340°53'45"	18.23	18.23	890.65
32	339°37'55"	21.085	21.085	890.65
33	338°06'40"	26.185	26.185	890.65
34	289°23'55"	5.38		
35	191°19'45"	4.435		
36	157°41'55"	19.12	19.12	908.35
37	158°47'55"	15.735	15.735	908.35
38	159°46'05"	15.01	15.01	908.35
39	160°38'15"	12.545	12.545	908.35
40	161°25'35"	12.495	12.495	908.35
41	162°17'45"	15.055	15.055	908.35
42	162°53'55"	4.05	4.05	908.35
43	342°59'45"	0.945	0.945	941.65
44	342°21'30"	20.04	20.04	941.65
45	341°08'25"	20.01	20.01	941.65
46	339°53'45"	20.905	20.905	941.65

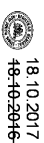
SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
47	338°35'45"	21.845	21.845	941.65
48	337°21'	19.105	19.105	941.65
49	289°10'	4.055		
50	199°07'20"	4.42		
51	157°04'	12.995	12.995	958.35
52	157°49'10"	12.145	12.145	958.35
53	158°37'40"	14.93	14.93	958.35
54	159°26'45"	12.44	12.44	958.35
55	160°11'25"	12.44	12.44	958.35
56	161°00'45"	15.08	15.08	958.35
57	161°50'15"	12.48	12.48	958.35
58	162°37'05"	13.65	13.65	958.35
59	163°01'40"	14.25		
60	342°56'	3.17	3.17	971.2
61	342°18'30"	18.005	18.005	971.2
62	341°14'45"	18.005	18.005	971.2
63	340°20'35"	12.605	12.605	971.2
64	339°35'20"	12.98	12.98	971.2
65	338°44'15"	15.87	15.87	971.2
66	337°46'15"	16.895	16.895	971.2
67	336°49'35"	15.125	15.125	971.2
68	288°58'25"	4.07		
69	108°42'20"	4.09		
70	154°48'30"	27.03	27.03	908.35
71	153°19'40"	19.93	19.93	908.35
72	152°13'30"	15.005	15.005	908.35
73	151°16'45"	15	15	908.35
74	334°29'	15.02	15.02	890.65
75	335°19'15"	11.035	11.035	890.65
76	18°43'50"	5.86		
77	107°29'	5.575		
78	197°29'	5.74		
79	333°31'05"	15.01	15.01	890.65
80	332°40'50"	11	11	890.65
81	286°55'40"	5.63		
82	108°31'55"	4.1		
85	18°33'55"	4.38		
88	16°15'45"	5.62		
89	108°19'05"	5.49		
90	334°52'25"	3.27	3.27	675
91	333°18'35"	2.055		
92	14°06'15"	4.54		
93	332°27'25"	93.13	93.165	984.3
94	339°05'50"	134.895	135	984.3
100	105°42'	5.75		
101	331°44'30"	65.645	65.66	941.65

Surveyor: DANIEL JAMES HANNIGAN
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 Date of Survey: 28-08-2017
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PLAN OF SUBDIVISION OF LOT 1000 IN DP 1217147

LGA: CAMDEN COUNCIL
 Locality: ORAN PARK
 Subdivision No: 14,205,1197.1
 Lengths are in metres. Reduction Ratio



Registered
 18.10.2017
 48-10-2016

DP12180055

MGA TABLE
SCHEDULE OF PERMANENT MARKS

SURVEYING & SPATIAL INFORMATION REGULATION 2012 (CLAUSE 35(1)(b) AND 6(1)(2))				
MARK	MGA CO-ORDINATES		CLASS ORDER	METHOD ORIGIN
	EASTING	NORTHING		
SSM 203582	291609.724	6234378.238	C	TRAV PLACED
SSM 203583	291520.220	6234326.619	C	TRAV PLACED
SSM 203584	291635.814	6234472.690	C	TRAV PLACED
SSM 203585	291564.904	6234344.439	C	TRAV PLACED
SSM 203586	291682.800	6234394.171	C	TRAV PLACED
SSM 203587	291144.050	6234362.340	C	TRAV PLACED
SSM 203588	291350.557	6234389.533	C	TRAV PLACED
SSM 203591	291374.297	6234471.027	C	TRAV PLACED
SSM 203592	291145.596	6234530.146	C	TRAV PLACED
SSM 203595	291534.495	6234505.084	C	TRAV PLACED
SSM 203596	291593.208	6234552.834	C	TRAV PLACED
SSM 203576	291728.055	6234660.390	C	TRAV PLACED
SSM 203577	291761.428	6234600.593	C	TRAV PLACED
SSM 203579	291702.818	6234518.744	C	TRAV PLACED

SOURCE: SCIMS DATED: 07/06/2017 ZONE: 56 CSF: 1.00015

SSM CONNECTIONS

FROM	TO	MGA GROUND	SURVEY
SSM 175216 FD	SSM 203576 FD	157°44'05" ~ 68.715	157°44'05" ~ 68.695
SSM 203576 FD	SSM 203577 FD	150°50' ~ 68.417	150°50' ~ 68.417
SSM 203577 FD	SSM 203579 FD	215°36'20" ~ 100.66	215°36'20" ~ 100.66

SSM CONNECTIONS

FROM	TO	SURVEY
SSM203579 FD	SSM203584 PL	235°28'55" ~ 81.215
SSM203584 PL	SSM203585 PL	24°39'55" ~ 80.585
SSM203585 PL	SSM203586 PL	246°45'10" ~ 81.345
SSM203586 PL	SSM203587 PL	24°49'10" ~ 77.985
SSM203587 PL	SSM203588 PL	236°00'40" ~ 76.565
SSM203588 PL	SSM61732 FD	333°56'05" ~ 98.63
SSM61732 FD	SSM203591 PL	146°51'05" ~ 91.935
SSM203591 PL	SSM203592 PL	50°20'05" ~ 92.61
SSM203592 PL	SSM203595 PL	50°52'45" ~ 92.35
SSM203595 PL	SSM203596 PL	151°59'20" ~ 90.765
SSM203596 PL	SSM203595 PL	336°42'40" ~ 76.9
SSM203595 PL	SSM203592 PL	344°08'35" ~ 136.14
SSM203584 PL	SSM203582 PL	195°27'35" ~ 91.985
SSM203582 PL	SSM203583 PL	240°01'35" ~ 103.31
SSM203583 PL	SSM203586 PL	332°43'05" ~ 81.62

SCHEDULE OF REFERENCE MARKS

RM No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
1	21°28'	5.625	DH&W IN KERB	PLACED
2	49°42'50"	14.265	SSM 203580 GONE	DP1217147
16	1616'	4.9	DH&W IN KERB FD	DP1217147
3	260°17'45"	8.11	SSM 203579 FD	DP1217147
4	63°45'10"	11.7	DH&W IN KERB FD	DP1217147
4	64°39'	4.995	DH&W IN KERB FD	DP1217147
5	61°38'50"	13.28	DH&W IN KERB FD	DP1217147
5	60°10'	3.365	DH&W IN KERB FD	DP1217147
6	72°17'0"	13.28	DH&W IN KERB FD	DP1217147
6	71°53'	3.375	DH&W IN KERB FD	DP1217147
7	72°15'	13.295	DH&W IN KERB FD	DP1217147
7	70°03'	3.345	DH&W IN KERB FD	DP1217147
8	334°57'	4.92	DH&W IN KERB	PLACED
8	332°07'25"	13.215	DH&W IN KERB	PLACED
9	61°13'	3.35	DH&W IN KERB	PLACED
9	61°03'30"	13.33	DH&W IN KERB	PLACED
10	72°40'30"	3.295	DH&W IN KERB	PLACED
10	71°00'25"	13.325	DH&W IN KERB	PLACED
11	95°28'20"	3.565	DH&W IN KERB	PLACED
11	80°46'25"	13.41	DH&W IN KERB	PLACED
12	245°05'	3.26	DH&W IN KERB	PLACED
12	249°51'	13.33	DH&W IN KERB	PLACED
13	301°08'40"	5.07	DH&W IN KERB	PLACED
13	266°44'20"	13.65	DH&W IN KERB	PLACED
14	243°10'20"	3.385	DH&W IN KERB	PLACED
14	241°26'20"	13.315	DH&W IN KERB	PLACED
15	331°48'30"	4.99	DH&W IN KERB	PLACED
15	332°00'20"	13.235	DH&W IN KERB	PLACED
16	330°35'	4.99	DH&W IN KERB	PLACED
16	333°07'25"	11.72	DH&W IN KERB	PLACED
17	256°52'	6.025	DH&W IN KERB	PLACED
17	251°45'	12.955	DH&W IN KERB	PLACED
18	242°31'30"	4.45	DH&W IN KERB	PLACED
18	249°27'40"	14.29	DH&W IN KERB	PLACED
19	227°38'25"	4.835	DH&W IN KERB	PLACED
19	244°58'	14.45	DH&W IN KERB	PLACED
20	337°03'	4.975	DH&W IN KERB	PLACED
20	336°23'40"	11.74	DH&W IN KERB	PLACED
21	68°59'40"	4.945	DH&W IN KERB	PLACED
21	67°25'20"	12.3	DH&W IN KERB	PLACED
22	55°08'	3.555	DH&W IN KERB	PLACED
22	69°05'	13.365	DH&W IN KERB	PLACED
23	95°30'40"	3.65	DH&W IN KERB	PLACED
23	79°32'20"	13.38	DH&W IN KERB	PLACED
24	59°59'35"	3.445	DH&W IN KERB	PLACED
24	69°59'20"	11.57	DH&W IN KERB	PLACED
25	46°48'40"	3.77	DH&W IN KERB	PLACED
25	65°27'15"	11.665	DH&W IN KERB	PLACED
26	85°27'	3.5	DH&W IN KERB	PLACED
26	73°21'20"	11.635	DH&W IN KERB	PLACED

SCHEDULE OF REFERENCE MARKS

RM No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
27	27°02'10"	18.82	SSM 203588	PLACED
27	5°55'	5.29	DH&W IN KERB	PLACED
28	244°26'	5.9	DH&W IN KERB	PLACED
28	244°18'	12.705	DH&W IN KERB	PLACED
29	179°41'25"	13.155	SSM 203583	PLACED
30	332°21'	4.995	DH&W IN KERB	PLACED
30	333°10'40"	11.675	DH&W IN KERB	PLACED
31	148°06'30"	3.4	DH&W IN KERB	PLACED
31	150°30'	13.285	DH&W IN KERB	PLACED
32	151°22'	3.235	DH&W IN KERB	PLACED
32	152°56'	13.28	DH&W IN KERB	PLACED
32	93°44'45"	21.36	SSM 203582	PLACED
33	151°37'	3.395	DH&W IN KERB	PLACED
33	152°18'20"	13.285	DH&W IN KERB	PLACED
34	174°32'	5.365	DH&W IN KERB	PLACED
34	162°02'	11.94	DH&W IN KERB	PLACED
35	147°10'	8.835	DH&W IN KERB	PLACED
35	149°35'	15.87	DH&W IN KERB	PLACED

SCHEDULE OF REFERENCE MARKS

RM No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
1	21°28'	5.625	DH&W IN KERB	PLACED
2	49°42'50"	14.265	SSM 203580 GONE	DP1217147
16	1616'	4.9	DH&W IN KERB FD	DP1217147
3	260°17'45"	8.11	SSM 203579 FD	DP1217147
4	63°45'10"	11.7	DH&W IN KERB FD	DP1217147
4	64°39'	4.995	DH&W IN KERB FD	DP1217147
5	61°38'50"	13.28	DH&W IN KERB FD	DP1217147
5	60°10'	3.365	DH&W IN KERB FD	DP1217147
6	72°17'0"	13.28	DH&W IN KERB FD	DP1217147
6	71°53'	3.375	DH&W IN KERB FD	DP1217147
7	72°15'	13.295	DH&W IN KERB FD	DP1217147
7	70°03'	3.345	DH&W IN KERB FD	DP1217147
8	334°57'	4.92	DH&W IN KERB	PLACED
8	332°07'25"	13.215	DH&W IN KERB	PLACED
9	61°13'	3.35	DH&W IN KERB	PLACED
9	61°03'30"	13.33	DH&W IN KERB	PLACED
10	72°40'30"	3.295	DH&W IN KERB	PLACED
10	71°00'25"	13.325	DH&W IN KERB	PLACED
11	95°28'20"	3.565	DH&W IN KERB	PLACED
11	80°46'25"	13.41	DH&W IN KERB	PLACED
12	245°05'	3.26	DH&W IN KERB	PLACED
12	249°51'	13.33	DH&W IN KERB	PLACED
13	301°08'40"	5.07	DH&W IN KERB	PLACED
13	266°44'20"	13.65	DH&W IN KERB	PLACED
14	243°10'20"	3.385	DH&W IN KERB	PLACED
14	241°26'20"	13.315	DH&W IN KERB	PLACED
15	331°48'30"	4.99	DH&W IN KERB	PLACED
15	332°00'20"	13.235	DH&W IN KERB	PLACED
16	330°35'	4.99	DH&W IN KERB	PLACED
16	333°07'25"	11.72	DH&W IN KERB	PLACED
17	256°52'	6.025	DH&W IN KERB	PLACED
17	251°45'	12.955	DH&W IN KERB	PLACED
18	242°31'30"	4.45	DH&W IN KERB	PLACED
18	249°27'40"	14.29	DH&W IN KERB	PLACED
19	227°38'25"	4.835	DH&W IN KERB	PLACED
19	244°58'	14.45	DH&W IN KERB	PLACED
20	337°03'	4.975	DH&W IN KERB	PLACED
20	336°23'40"	11.74	DH&W IN KERB	PLACED
21	68°59'40"	4.945	DH&W IN KERB	PLACED
21	67°25'20"	12.3	DH&W IN KERB	PLACED
22	55°08'	3.555	DH&W IN KERB	PLACED
22	69°05'	13.365	DH&W IN KERB	PLACED
23	95°30'40"	3.65	DH&W IN KERB	PLACED
23	79°32'20"	13.38	DH&W IN KERB	PLACED
24	59°59'35"	3.445	DH&W IN KERB	PLACED
24	69°59'20"	11.57	DH&W IN KERB	PLACED
25	46°48'40"	3.77	DH&W IN KERB	PLACED
25	65°27'15"	11.665	DH&W IN KERB	PLACED
26	85°27'	3.5	DH&W IN KERB	PLACED
26	73°21'20"	11.635	DH&W IN KERB	PLACED

SCHEDULE OF REFERENCE MARKS

RM No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
27	27°02'10"	18.82	SSM 203588	PLACED
27	5°55'	5.29	DH&W IN KERB	PLACED
28	244°26'	5.9	DH&W IN KERB	PLACED
28	244°18'	12.705	DH&W IN KERB	PLACED
29	179°41'25"	13.155	SSM 203583	PLACED
30	332°21'	4.995	DH&W IN KERB	PLACED
30	333°10'40"	11.675	DH&W IN KERB	PLACED
31	148°06'30"	3.4	DH&W IN KERB	PLACED
31	150°30'	13.285	DH&W IN KERB	PLACED
32	151°22'	3.235	DH&W IN KERB	PLACED
32	152°56'	13.28	DH&W IN KERB	PLACED
32	93°44'45"	21.36	SSM 203582	PLACED
33	151°37'	3.395	DH&W IN KERB	PLACED
33	152°18'20"	13.285	DH&W IN KERB	PLACED
34	174°32'	5.365	DH&W IN KERB	PLACED
34	162°02'	11.94	DH&W IN KERB	PLACED
35	147°10'	8.835	DH&W IN KERB	PLACED
35	149°35'	15.87	DH&W IN KERB	PLACED

Surveyor: DANIEL JAMES HANNIGAN
CALIBRE CONSULTING (NSW) P/L
T: (02) 8808 5000
Date of Survey: 28-08-2017
Surveyor's Ref: 15-000917-STIG2

PLAN OF SUBDIVISION OF LOT 1000 IN DP 1217147

LGA: CAMDEN COUNCIL
Locality: ORAN PARK
Subdivision No: 14,2015,1197.1
Lengths are in metres. Reduction Ratio

Registered
18.10.2017
18.10.2016

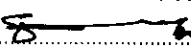
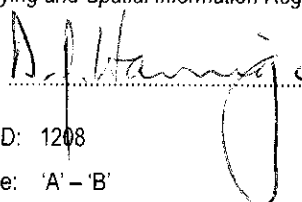
DP1218055

PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 9 sheet(s)

Registered:  18.10.2017 18.10.2016 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	Office Use Only DP1218055 
PLAN OF SUBDIVISION OF LOT 1000 IN DP 1217147	LGA: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND
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:	Survey Certificate I, DANIEL JAMES HANNIGAN of CALIBRE CONSULTING (NSW) P/L, L2, 2 BURBANK PLACE, NORWEST BUSINESS PARK BAULKHAM HILLS, NSW 2153. PH: 02 8808 5000 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on 1/12/2017. *(b) The part of the land shown in the plan (*being/*excluding ^ Lots 1296, 1297 & 1298) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on, 28/08/2017 the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012.
Subdivision Certificate I, <u>Sugule Mohamed</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: CAMDEN COUNCIL Date of endorsement: <u>4/10/17</u> Subdivision Certificate number: <u>14-2015-1197.1</u> File number: DA No. 1197/2015 *Strike through if inapplicable.	Signature:  Dated: 28/08/2017 Surveyor ID: 1208 Datum Line: 'A' - 'B' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep Mountainous . *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE ALLEN STREET, CHESHAM AVENUE, LILLYWHITE CIRCUIT, LOVEDAY STREET, RICHMOND ROAD, ROWAN STREET AND STEVENS DRIVE TO THE PUBLIC AS PUBLIC ROAD.	Plans used in the preparation of survey/compilation. DP 1130969, DP 1133602, DP 1149182, DP 1149188, DP 1151500, DP 1153031, DP 1153033, DP 1153075, DP 1208873, DP 1208874, DP 1213590, DP 1213614, DP 1217147, DP 213330 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 15-000917-STG2

31.10.2017



REGISTRATION DATE AMENDED VIDE 2017-1440

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 9 sheet(s)

Registered:  18.10.2017
~~18.10.2016~~

Office Use Only

Office Use Only

DP1218055

PLAN OF SUBDIVISION OF
LOT 1000 IN DP 1217147

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

Subdivision Certificate number: 14.2015.1197.1

Date of Endorsement: 4/10/17

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

1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (A)
2. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE & VARIABLE (B)
3. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L1)
4. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L2)
5. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L3)
6. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (P)
7. RESTRICTION ON THE USE OF LAND (R)
8. RESTRICTION ON THE USE OF LAND (S)
9. RESTRICTION ON THE USE OF LAND 1.8 WIDE (U)
10. POSITIVE COVENANT 1.8 WIDE (V)
11. RESTRICTION ON THE USE OF LAND
12. RESTRICTION ON THE USE OF LAND
13. RESTRICTION ON THE USE OF LAND
14. RESTRICTION ON THE USE OF LAND
15. RESTRICTION ON THE USE OF LAND
16. RESTRICTION ON THE USE OF LAND


Council Authorised Person

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Surveyor's Reference: 15-000917-STG2

31.10.2017



REGISTRATION DATE AMENDED VIDE 2017-1440

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 9 sheet(s)

Registered:  18.10.2017
~~18.10.2016~~

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DP1218055

**PLAN OF SUBDIVISION OF
LOT 1000 IN DP 1217147**

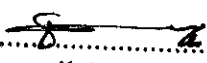
Subdivision Certificate number: 14. 2015. 1197.1Date of Endorsement: 4/10/17

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

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

Lot	Street number	Street Name	Street Type	Locality
1130	18	Allen	Street	Oran Park
1131	16	Allen	Street	Oran Park
1132	14	Allen	Street	Oran Park
1133	12	Allen	Street	Oran Park
1134	10	Allen	Street	Oran Park
1135	8	Allen	Street	Oran Park
1136	6	Allen	Street	Oran Park
1137	4	Allen	Street	Oran Park
1138	8	Stevens	Drive	Oran Park
1139	10	Stevens	Drive	Oran Park
1140	12	Stevens	Drive	Oran Park
1141	14	Stevens	Drive	Oran Park
1142	16	Stevens	Drive	Oran Park
1143	20	Stevens	Drive	Oran Park
1144	18	Stevens	Drive	Oran Park
1145	3	Allen	Street	Oran Park
1146	5	Allen	Street	Oran Park
1147	7	Allen	Street	Oran Park
1148	9	Allen	Street	Oran Park
1149	11	Allen	Street	Oran Park
1150	13	Allen	Street	Oran Park
1151	15	Allen	Street	Oran Park
1152	17	Allen	Street	Oran Park
1153	19	Allen	Street	Oran Park
1154	22	Rowan	Street	Oran Park
1155	20	Rowan	Street	Oran Park
1156	18	Rowan	Street	Oran Park
1157	16	Rowan	Street	Oran Park
1158	14	Rowan	Street	Oran Park
1159	12	Rowan	Street	Oran Park

If space is insufficient use additional annexure sheet


 Council Authorised Person

Surveyor's Reference: 15-000917-STG2

31.10.2017



REGISTRATION DATE AMENDED VIDE 2017-1440

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 5 of 9 sheet(s)

Registered:



18.10.2017

Office Use Only

~~18.10.2016~~

Office Use Only

DP1218055

PLAN OF SUBDIVISION OF
LOT 1000 IN DP 1217147

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

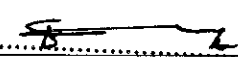
- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate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

Subdivision Certificate number: 14.2015.1197.1Date of Endorsement: 4/10/17

Lot	Street number	Street Name	Street Type	Locality
1191	34	Stevens	Drive	Oran Park
1192	24	Richmond	Road	Oran Park
1193	22	Richmond	Road	Oran Park
1194	20	Richmond	Road	Oran Park
1195	18	Richmond	Road	Oran Park
1196	16	Richmond	Road	Oran Park
1197	14	Richmond	Road	Oran Park
1198	12	Richmond	Road	Oran Park
1199	10	Richmond	Road	Oran Park
1200	8	Richmond	Road	Oran Park
1201	6	Richmond	Road	Oran Park
1202	4	Richmond	Road	Oran Park
1203	3	Loveday	Street	Oran Park
1204	5	Loveday	Street	Oran Park
1205	7	Loveday	Street	Oran Park
1206	9	Loveday	Street	Oran Park
1207	11	Loveday	Street	Oran Park
1208	13	Loveday	Street	Oran Park
1209	15	Loveday	Street	Oran Park
1210	17	Loveday	Street	Oran Park
1211	19	Loveday	Street	Oran Park
1212	21	Loveday	Street	Oran Park
1213	38	Stevens	Drive	Oran Park
1214	40	Stevens	Drive	Oran Park
1215	28	Loveday	Street	Oran Park
1216	26	Loveday	Street	Oran Park
1217	24	Loveday	Street	Oran Park
1218	22	Loveday	Street	Oran Park
1219	20	Loveday	Street	Oran Park
1220	18	Loveday	Street	Oran Park
1221	16	Loveday	Street	Oran Park

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG2


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31.10.2017



REGISTRATION DATE AMENDED VIDE 2017-1440

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 9 sheet(s)

Registered:  18.10.2017
~~18.10.2016~~

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DP1218055

PLAN OF SUBDIVISION OF
LOT 1000 IN DP 1217147Subdivision Certificate number: 14.2015-1197.1Date of Endorsement: 4/10/17

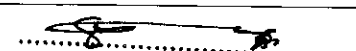
This sheet is for the provision of the following information as required:

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

Lot	Street number	Street Name	Street Type	Locality
1160	10	Rowan	Street	Oran Park
1161	8	Rowan	Street	Oran Park
1162	6	Rowan	Street	Oran Park
1163	4	Rowan	Street	Oran Park
1164	22	Stevens	Drive	Oran Park
1165	24	Stevens	Drive	Oran Park
1166	28	Stevens	Drive	Oran Park
1167	26	Stevens	Drive	Oran Park
1168	3	Rowan	Street	Oran Park
1169	5	Rowan	Street	Oran Park
1170	7	Rowan	Street	Oran Park
1171	9	Rowan	Street	Oran Park
1172	11	Rowan	Street	Oran Park
1173	13	Rowan	Street	Oran Park
1174	15	Rowan	Street	Oran Park
1175	17	Rowan	Street	Oran Park
1176	19	Rowan	Street	Oran Park
1177	21	Rowan	Street	Oran Park
1178	3	Richmond	Road	Oran Park
1179	5	Richmond	Road	Oran Park
1180	7	Richmond	Road	Oran Park
1181	9	Richmond	Road	Oran Park
1182	11	Richmond	Road	Oran Park
1183	13	Richmond	Road	Oran Park
1184	15	Richmond	Road	Oran Park
1185	17	Richmond	Road	Oran Park
1186	19	Richmond	Road	Oran Park
1187	21	Richmond	Road	Oran Park
1188	30	Stevens	Drive	Oran Park
1189	32	Stevens	Drive	Oran Park
1190	36	Stevens	Drive	Oran Park

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG2


 Council Authorised Person

PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 6 of 9 sheet(s)

Registered:



18.10.2017

~~18.10.2016~~

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DP1218055

**PLAN OF SUBDIVISION OF
LOT 1000 IN DP 1217147**

Subdivision Certificate number: 14.2015.1197.1Date of Endorsement: 4/10/17

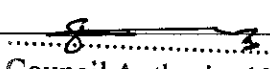
This sheet is for the provision of the following information as required:

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

Lot	Street number	Street Name	Street Type	Locality
1222	14	Loveday	Street	Oran Park
1223	12	Loveday	Street	Oran Park
1224	10	Loveday	Street	Oran Park
1225	8	Loveday	Street	Oran Park
1226	6	Loveday	Street	Oran Park
1227	4	Loveday	Street	Oran Park
1228	59	Lillywhite	Circuit	Oran Park
1229	61	Lillywhite	Circuit	Oran Park
1230	63	Lillywhite	Circuit	Oran Park
1231	65	Lillywhite	Circuit	Oran Park
1232	67	Lillywhite	Circuit	Oran Park
1233	69	Lillywhite	Circuit	Oran Park
1234	71	Lillywhite	Circuit	Oran Park
1235	73	Lillywhite	Circuit	Oran Park
1236	75	Lillywhite	Circuit	Oran Park
1237	77	Lillywhite	Circuit	Oran Park
1238	79	Lillywhite	Circuit	Oran Park
1239	81	Lillywhite	Circuit	Oran Park
1240	45	Stevens	Drive	Oran Park
1241	43	Stevens	Drive	Oran Park
1242	41	Stevens	Drive	Oran Park
1243	30	Richmond	Road	Oran Park
1244	32	Richmond	Road	Oran Park
1245	34	Richmond	Road	Oran Park
1246	27	Richmond	Road	Oran Park
1247	25	Richmond	Road	Oran Park
1248	37	Stevens	Drive	Oran Park
1249	35	Stevens	Drive	Oran Park
1250	33	Stevens	Drive	Oran Park
1251	31	Stevens	Drive	Oran Park
1252	29	Stevens	Drive	Oran Park

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG2


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REGISTRATION DATE AMENDED VIDE 2017-1440 31.10.2017



PLAN FORM 6A (2012)

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Sheet 7 of 9 sheet(s)

Registered:



18.10.2017

~~18.10.2016~~

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DP1218055

**PLAN OF SUBDIVISION OF
LOT 1000 IN DP 1217147**

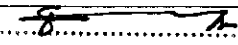
Subdivision Certificate number: 14.2015.1197.1Date of Endorsement: 4/10/17

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

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Lot	Street number	Street Name	Street Type	Locality
1253	27	Stevens	Drive	Oran Park
1254	25	Stevens	Drive	Oran Park
1255	23	Stevens	Drive	Oran Park
1256	21	Stevens	Drive	Oran Park
1257	19	Stevens	Drive	Oran Park
1258	17	Stevens	Drive	Oran Park
1259	15	Stevens	Drive	Oran Park
1260	13	Stevens	Drive	Oran Park
1261	11	Stevens	Drive	Oran Park
1262	22	Rodwell	Road	Oran Park
1263	24	Rodwell	Road	Oran Park
1264	26	Rodwell	Road	Oran Park
1265	28	Rodwell	Road	Oran Park
1266	4	Chesham	Avenue	Oran Park
1267	6	Chesham	Avenue	Oran Park
1268	8	Chesham	Avenue	Oran Park
1269	10	Chesham	Avenue	Oran Park
1270	12	Chesham	Avenue	Oran Park
1271	14	Chesham	Avenue	Oran Park
1272	16	Chesham	Avenue	Oran Park
1273	18	Chesham	Avenue	Oran Park
1274	20	Chesham	Avenue	Oran Park
1275	22	Chesham	Avenue	Oran Park
1276	24	Chesham	Avenue	Oran Park
1277	26	Chesham	Avenue	Oran Park
1278	28	Chesham	Avenue	Oran Park
1279	30	Chesham	Avenue	Oran Park
1280	29	Richmond	Road	Oran Park
1281	31	Richmond	Road	Oran Park
1282	29	Chesham	Avenue	Oran Park
1283	27	Chesham	Avenue	Oran Park

Surveyor's Reference: 15-000917-STG2


 Council Authorised Person


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 8 of 9 sheet(s)

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DP1218055

PLAN OF SUBDIVISION OF
LOT 1000 IN DP 1217147

- This sheet is for the provision of the following information as required:
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 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 14,2015,1197,1
Date of Endorsement: 4/10/17

Lot	Street number	Street Name	Street Type	Locality
1284	25	Chesham	Avenue	Oran Park
1285	23	Chesham	Avenue	Oran Park
1286	21	Chesham	Avenue	Oran Park
1287	19	Chesham	Avenue	Oran Park
1288	17	Chesham	Avenue	Oran Park
1289	15	Chesham	Avenue	Oran Park
1290	13	Chesham	Avenue	Oran Park
1291	11	Chesham	Avenue	Oran Park
1292	9	Chesham	Avenue	Oran Park
1293	7	Chesham	Avenue	Oran Park
1294	5	Chesham	Avenue	Oran Park
1295	3	Chesham	Avenue	Oran Park
1296	N/A	O'Keefe	Drive	Oran Park
1297	N/A	Banfield	Drive	Oran Park
1298	N/A	Stevens	Drive	Oran Park


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If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG2



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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 9 of 9 sheet(s)

Registered:



18.10.2017

~~18.10.2016~~

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DP1218055

PLAN OF SUBDIVISION OF
LOT 1000 IN DP 1217147

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

Subdivision Certificate number: 14.2015.1197.1

Date of Endorsement: 4/10/17

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

Signed by the attorney named below who signed this instrument pursuant to the power of attorney specified for Leppington Pastoral Company Pty Ltd (ACN 000 420 404).

Signature of attorney:

Mark Perich

Signature of attorney:

M. Owens

Name and position of attorney:

MARK PERICH

Name and position of attorney:

MICHAEL OWENS

Power of attorney:

Book 4697 No 601

Power of attorney:

Book 4697 No 601

Signature of witness:

Shawn Van Duijn

Signature of witness:

Shawn Van Duijn

Name of witness:

SHAWN VAN DUJN

Name of witness:

SHAWN VAN DUJN

Address of witness:

CN PETER BROWN DR & ORAN PARK DR
ORAN PARK 2570

Address of witness:

CN PETER BROWN DR & ORAN PARK DR
ORAN PARK 2570

[Signature]
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15-000917-STG2

31.10.2017



REGISTRATION DATE AMENDED VIDE 2017-1440

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

LENGTHS ARE IN METRES

Sheet 1 of 19 Sheets

Plan:

DP1218055 (E)

Plan of Subdivision of Lot 1000 in DP 1217147
 Covered by Subdivision Certificate No.14.2015.1197.1
 Dated 4 October 2017

Full name and address of the owner
 of the land:

Lot 1000 in DP 1217147

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

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1.	Easement for Drainage of Water 1.5 wide (A)	1130 1131 1132 1133 1134 1135 1136 1154 1155 1151 1157 1158 1159 1160 1161 1162 1178 1179 1180 1173 1182 1183	1131 - 1137 Inclusive 1132 - 1137 Inclusive 1133 - 1137 Inclusive 1134 - 1137 Inclusive 1135 - 1137 Inclusive 1136 and 1137 1137 1155 and 1156 1156 1157 - 1163 Inclusive 1158 - 1163 Inclusive 1159 - 1163 Inclusive 1160 - 1163 Inclusive 1161 - 1163 Inclusive 1162 and 1163 1163 1179 - 1181 Inclusive 1180 and 1181 1181 1182 - 1187 Inclusive 1183 - 1187 Inclusive 1184 - 1187 Inclusive

LENGTHS ARE IN METRES

Sheet 2 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
 Covered by Subdivision Certificate No. 14.2015.1197.1
 Dated 4 October 2017

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. (Cont.)	Easement for Drainage of Water 1.5 wide (A)	1184 1185 1186 1203 1204 1205 1206 1197 1208 1209 1210 1211 1232 1223 1222 1221 1220 1219 1218 1217 1243 1253 1274 1275 1276 1277 1278 1262 1263 1264 1266 1267	1185 - 1187 Inclusive 1186 and 1187 1187 1204 - 1207 Inclusive 1205 - 1207 Inclusive 1206 and 1207 1207 1208 - 1212 Inclusive 1209 - 1212 Inclusive 1210 - 1212 Inclusive 1211 and 1212 1212 1216 - 1223 Inclusive 1216 - 1222 Inclusive 1216 - 1221 Inclusive 1216 - 1220 Inclusive 1216 - 1219 Inclusive 1216 - 1218 Inclusive 1216 and 1217 1216 Part 1298 designated (A5) in the Plan 1274 - 1279 Inclusive 1275 - 1279 Inclusive 1276 - 1279 Inclusive 1277 - 1279 Inclusive 1278 and 1279 1279 1266 - 1273 Inclusive 1266 - 1273 Inclusive 1266 - 1273 Inclusive 1267 - 1273 Inclusive 1268 - 1273 Inclusive

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M.Q.

LENGTHS ARE IN METRES

Sheet 3 of 19 Sheets

Plan:

DP1218055

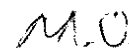
Plan of Subdivision of Lot 1000 in DP 1217147
 Covered by Subdivision Certificate No. 14.2015.1197.1
 Dated 4 October 2017

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1. (Cont.)	Easement for Drainage of Water 1.5 wide (A)	1268 1269 1270 1271 1272 1287 1297	1269 - 1273 Inclusive 1270 - 1273 Inclusive 1271 - 1273 Inclusive 1272 and 1273 1273 Part 1298 designated (A6) in the Plan 1130 - 1137 Inclusive 1154 - 1156 Inclusive 1178 - 1181 Inclusive 1203 - 1207 Inclusive
2.	Easement for Drainage of Water 1.5 wide and variable (B)	1138 1139 1140 1141 1143 1144 1164 1166 1167 1188 1190 1191 1213 1246 1247 1280	1139 - 1142 Inclusive 1140 - 1142 Inclusive 1141 and 1142 1142 1164 and 1165 1143, 1164 and 1165 1165 1188 and 1189 1166, 1188 and 1189 1189 1213 and 1214 1190, 1213 and 1214 1214 1280 and 1281 1246, 1280 and 1281 1281
3.	Easement for Support and Maintenance 0.9 wide (L1)	1140 1141 1143	1141 1140 1144







LENGTHS ARE IN METRES

Sheet 4 of 19 Sheets

Plan:

Plan of Subdivision of Lot 1000 in DP 1217147
 Covered by Subdivision Certificate No. 14.2015.1197.1
 Dated 4 October 2017

DP1218055

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
3. (Cont.)	Easement for Support and Maintenance 0.9 wide (L1)	1144 1145 1157 1158 1159 1160 1161 1162 1163 1164 1165 1166 1167 1168 1187 1190 1192 1212 1213 1215 1216 1217 1218 1219 1220 1234 1235 1236 1237 1238 1239 1246 1247 1248 1249 1250 1277 1278	1143 and 1145 1143 and 1144 1158 1157 1160 1159 1162 1161 1164 and 1165 1143 1164 1167 1166 and 1168 1166 and 1167 1188 and 1189 1192 and 1213 1190 and 1212 1192, 1213 and 1214 1190 1216 1215 1218 1217 1220 1219 1235 1234 1237 1236 1239 1238 1280 1246 and 1248 1246 and 1247 1250 1249 1278 1277

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B

.....
 Council Authorised Person
M.O.

LENGTHS ARE IN METRES

Sheet 5 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
 Covered by Subdivision Certificate No.14.2015.1197.1
 Dated 4 October 2017

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
3. (Cont.)	Easement for Support and Maintenance 0.9 wide (L1)	1279 1282 1283 1284 1285 1286 1287 1288 1289 1290 1291 1292 1293 1294 1295 1298	1280 and 1281 1283 1282 1285 1284 1285 1286 1287 1290 1289 1292 1291 1294 1293 Part 1298 designated (L4) on the Plan 1295
4.	Easement for Support and Maintenance 0.9 wide (L2)	1143 1164 1165 1166 1188 1189 1213 1214 1246 1280 1281	1145 1163 1163 1168 1187 1187 1212 1212 1248 1279 1279

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LENGTHS ARE IN METRES

Sheet 6 of 19 Sheets

Plan:

Plan of Subdivision of Lot 1000 in DP 1217147
 Covered by Subdivision Certificate No.14.2015.1197.1
 Dated 4 October 2017

DP1218055

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
5.	Easement for Support and Maintenance 0.9 wide (L3)	1143 1164 1246 1280 1285 1286 1287	1164 1165 1247 1246 1286 1287 1288
6.	Easement for Padmount Substation 2.75 wide (P)	1142, 1189, 1239 and 1242	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
7.	Restriction on the Use of Land (R)	Part Lots 1137, 1142, 1187, 1189, 1215, 1239, 1242 and 1243	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
8.	Restriction on the Use of Land (S)	Part Lots 1137, 1142, 1187, 1189, 1215, 1239, 1242 and 1243	Epsilon Distribution Ministerial Holding Corporation ABN 59 253 130 878.
9.	Restriction on the Use of Land 1.8 wide (U)	Part of each of the Lots: 1140, 1145 to 1150 inclusive, 1240, 1241 and 1243 to 1245 inclusive designated (U) in the Plan	Camden Council

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LENGTHS ARE IN METRES

Sheet 7 of 19 Sheets

Plan:

Plan of Subdivision of Lot 1000 in DP 1217147
 Covered by Subdivision Certificate No. 14.2015.1197.1
 Dated 4 October 2017

DP1218055

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
10.	Positive Covenant 1.8 wide (V)	Part of each of the Lots: 1140, 1145 to 1150 inclusive, 1240, 1241 and 1243 to 1245 inclusive designated (V) in the Plan	Camden Council
11.	Restriction on the Use of Land	1228 - 1239 Inclusive	Camden Council
12.	Restriction on the Use of Land	1228 - 1239 Inclusive	Camden Council
13.	Restriction on the Use of Land	Each Lot except 1296, 1297 and 1298	Camden Council
14.	Restriction on the Use of Land	Each Lot except 1296, 1297 and 1298	Every other Lot except 1296, 1297 and 1298

LENGTHS ARE IN METRES

Sheet 8 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No.14.2015.1197.1
Dated 4 October 2017

PART 1 (Creation)
(Continued)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lots(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
15.	Restriction on the Use of Land	1190 – 1202 Inclusive 1204 -1239 Inclusive 1262 – 1265 Inclusive and 1282 – 1295 Inclusive	Camden Council
16.	Restriction on the Use of Land	Each Lot except 1296, 1297 and 1298	Every other Lot except 1296, 1297 and 1298







LENGTHS ARE IN METRES

Sheet 9 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No. 14.2015.1197.1
Dated 4 October 2017

PART 2 (Terms)

1. Terms of Easement for Support and Maintenance numbered 3 in the plan:

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated L1 on the plan, existing at the time of registration of this plan, supported PROVIDED THAT the registered proprietors of the lots hereby burdened, or their assigns, must:-

- (a) maintain the retaining wall and any associated fencing within, on or over the area designated L1 on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.
- (b) ensure that no alteration to the type, size or location of the retaining wall within, on or over the area designated L1 on the plan, shall be permitted without the prior written consent of Camden Council.
- (c) ensure that no structure shall be permitted to be constructed within on or over the area designated L1 on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (d) ensure that no person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated L1 on the plan without the prior written consent of Camden Council.

Name of Persons or Authority empowered to release, vary or modify the Easement for Support and Maintenance numbered three (3) in the plan: Camden Council.

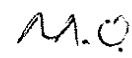
2. Terms of Easement for Support and Maintenance numbered 4 in the plan:

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated L2 on the plan, existing at the time of registration of this plan, supported PROVIDED THAT the registered proprietors of the lots hereby burdened, or their assigns, must:-

- (a) maintain the retaining wall and any associated fencing within, on or over the area designated L2 on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.
- (b) ensure that no alteration to the type, size or location of the retaining wall within, on or over the area designated L2 on the plan, shall be permitted without the prior written consent of Camden Council.







LENGTHS ARE IN METRES

Sheet 10 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No. 14.2015.1197.1
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PART 2 (Terms)
(Continued)

- (c) ensure that no structure shall be permitted to be constructed within on or over the area designated L2 on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (d) ensure that no person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated L2 on the plan without the prior written consent of Camden Council.

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

3. Terms of Easement for Support and Maintenance numbered 5 in the plan:

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated L3 on the plan, existing at the time of registration of this plan, supported PROVIDED THAT the registered proprietors of the lots hereby burdened, or their assigns, must:-

- (a) maintain the retaining wall and any associated fencing within, on or over the area designated L3 on the plan in good order at all times. If the retaining wall is not maintained to the satisfaction of Camden Council, Council may enter upon the land and carry out the necessary work at full cost to the owner.
- (b) ensure that no alteration to the type, size or location of the retaining wall within, on or over the area designated L3 on the plan, shall be permitted without the prior written consent of Camden Council.
- (c) ensure that no structure shall be permitted to be constructed within on or over the area designated L3 on the plan unless the footings/foundations have been designed by a qualified Civil/Structural Engineer based on geo-technical advice from a qualified Geotechnical Consultant approved by Camden Council.
- (d) ensure that no person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated L3 on the plan without the prior written consent of Camden Council.

Name of Persons or Authority empowered to release, vary or modify the Easement for Support and Maintenance numbered five (5) in the plan: Camden Council.

LENGTHS ARE IN METRES

Sheet 11 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No.14.2015.1197.1
Dated 4 October 2017

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

4. Terms of Easement for Padmount Substation numbered 6 in the plan:

The terms set out in Memorandum No. AK104621 registered at Land & Property Information NSW are incorporated into this document subject to replacing the words 'Endeavour Energy' with 'Epsilon Distribution Ministerial Holding Corporation'.

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

5.1 Definitions:

- a) 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.
- b) building means a substantial structure with a roof and walls and includes any projections from the external walls.
- c) erect includes construct, install, build and maintain.
- d) restriction site means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

5.2 No building shall be erected or permitted to remain within the restriction site unless:

- a) the external surface of the building erected within 1.5 metres from the substation footing has a 120/120/120 fire rating, and
- b) the external surface of the building erected more than 1.5 metres from the substation footing has a 60/60/60 fire rating, and
- c) the owner provides the authority benefited with an engineer's certificate to this effect.

5.3 The fire ratings mentioned in clause 5.2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

5.4 Lessee of Epsilon Distribution Ministerial Holding Corporation's Distribution System

- a) 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

LENGTHS ARE IN METRES

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Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No. 14.2015.1197.1
Dated 4 October 2017

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

- distribution system from Epsilon Distribution Ministerial Holding Corporation.
- b) 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.

6. Terms of Restriction on the Use of Land numbered 8 in the plan:

6.1 Definitions:

- a) **erect** includes construct, install, build and maintain.
- b) **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

6.2 No swimming pool or spa shall be erected or permitted to remain within the restriction site.

6.3 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System

- a) 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.
- b) 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 empowered to release, vary or modify the Easement for Padmount Substation numbered six (6) in the plan and the Restrictions numbered seven (7) and eight (8) in the plan: Epsilon Distribution Ministerial Holding Corporation. The cost and expense of any such release, variation or modification shall be borne by the persons or corporation requesting the same in all respects.

LENGTHS ARE IN METRES

Sheet 13 of 19 Sheets

Plan:

DP1218055

**Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No.14.2015.1197.1
Dated 4 October 2017**

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

7. Terms of Restriction on the Use of Land numbered 9 in the plan:

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

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered nine (9) in the plan: Camden Council.

8. Terms of Positive Covenant numbered 10 in the plan:

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

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

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

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

A 1.8 metre high acoustic rated fence is constructed "between" the future residential dwellings that front Oran Park Drive for Lots 1228 to 1239 inclusive.

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

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

LENGTHS ARE IN METRES

Sheet 14 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No. 14.2015.1197.1
Dated 4 October 2017

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

10. Terms of Restriction on the Use of Land numbered 12 in the plan:

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

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

The front, rear, and side setbacks for all dwellings on the burdened Lots must be no greater than the "minimum" setbacks stipulated in the current Camden Growth Centres Precinct DCP incorporating Schedule 4 Catherine Fields (Part) Precinct. The relevant private open space area must be protected from the road traffic noise source and comply with DECC's Environmental Criteria For Road Traffic Noise. Compliance with the above is to be demonstrated for each dwelling application.

- b) The dwelling layout for all burdened Lots should be consistent with "Section 6.1 Building Layout" contained within the "Road Traffic Noise Assessment: Tranche 31 Oran Park. Prepared by Renzo Tonin & Associates, ref no TD029-41F02(r1) T31 Road Traffic Noise Assessment, Dated 7 September 2015."

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

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

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

LENGTHS ARE IN METRES

Sheet 15 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No.14.2015.1197.1
Dated 4 October 2017

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

- d) The dwellings constructed on all burdened Lots shall comply as follows:
All facades identified in the report, *"Road Traffic Noise Assessment: Tranche 31 Oran Park. Prepared by Renzo Tonin & Associates, ref no TD029-41F02(r1) T31 Road Traffic Noise Assessment, Dated 7 September 2015"*, may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required. Compliance with the above ventilation requirement is to be demonstrated for each dwelling application on the affected lots.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered twelve (12) in the plan: Camden Council.

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

No development shall be permitted on the Lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, roads, buildings, and associated infrastructure proposed to be constructed on the land must be carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan/s within the reports titled *"Report on Salinity Investigation and Management Plan: Proposed Residential Subdivision: Tranche 31 - 34 Oran Park South, Prepared by Douglas partners, Project No 76618.37-2, Dated November 2015."*

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered thirteen (13) in the plan: Camden Council.

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

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

LENGTHS ARE IN METRES

Sheet 16 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No. 14.2015.1197.1
Dated 4 October 2017

PART 2 (Terms)
(Continued)

- (b) No advertisement hoarding sign or matter shall be displayed or erected on each Lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of Greenfields Development Company No. 2 Pty. Ltd. or its successors.

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered fourteen (14) in the plan: Greenfields Development Company No. 2 Pty. Ltd.

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

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

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered fifteen (15) in the plan: Camden Council.

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

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

Name of Persons or Authority empowered to release, vary or modify the Restriction on the Use of Land numbered sixteen (16) in the plan: Greenfields Development Company No. 2 Pty. Ltd.

LENGTHS ARE IN METRES

Sheet 17 of 19 Sheets

Plan:

DP1218055

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No.14.2015.1197.1
Dated 4 October 2017

Seals & Signatures

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:

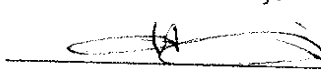


Name of witness:

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

Signing on behalf of:
Endeavour Energy Network Asset Partnership
ABN 30 586 412 717

Endeavour Energy reference:

URS17379

Date of signature:

7 August 2017



M.O

LENGTHS ARE IN METRES

Sheet 18 of 19 Sheets

Plan:

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No. 14.2015.1197.1
Dated 4 October 2017

DP1218055

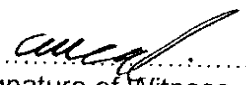
Seals & Signatures

Execution by Camden Council

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


Signature of Delegate

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

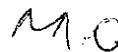

Signature of Witness

Christopher Wood
Name of Witness

70 Central Ave.

Oran Park.
Address of Witness





LENGTHS ARE IN METRES

Sheet 19 of 19 Sheets

Plan:

Plan of Subdivision of Lot 1000 in DP 1217147
Covered by Subdivision Certificate No. 14.2015.1197.1
Dated 4 October 2017

DP1218055

Seals & Signatures

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

Signature of attorney:

Mark Perich

Signature of attorney:

Michael Owens

Name and position of attorney:

MARK PERICH

Name and position of attorney:

MICHAEL OWENS

Power of attorney:

Book 4697... No 601...

Power of attorney:

Book 4697... No 601...

Signature of witness:

Shawn Van Duin

Signature of witness:

Shawn Van Duin

Name of witness:

SHAWN VAN DUIN

Name of witness:

SHAWN VAN DUIN

Address of witness:

PEETA BROOK OR CAN ORAN PARK OR

Address of witness:

CAN PETER BROOK OR & ORAN PARK OR

ORAN PARK

ORAN PARK

Executed by Greenfields Development Company No. 2 Pty Ltd (ACN 133 939 965):

Signature of attorney:

Mark Perich

Signature of attorney:

Michael Owens

Name and position of attorney:

MARK PERICH

Name and position of attorney:

MICHAEL OWENS

Power of attorney:

Book 4697... No 604

Power of attorney:

Book 4697... No 604

Signature of witness:

Shawn Van Duin

Signature of witness:

Shawn Van Duin

Name of witness:

SHAWN VAN DUIN

Name of witness:

SHAWN VAN DUIN

Address of witness:

CAN PETER BROOK OR & ORAN PARK OR

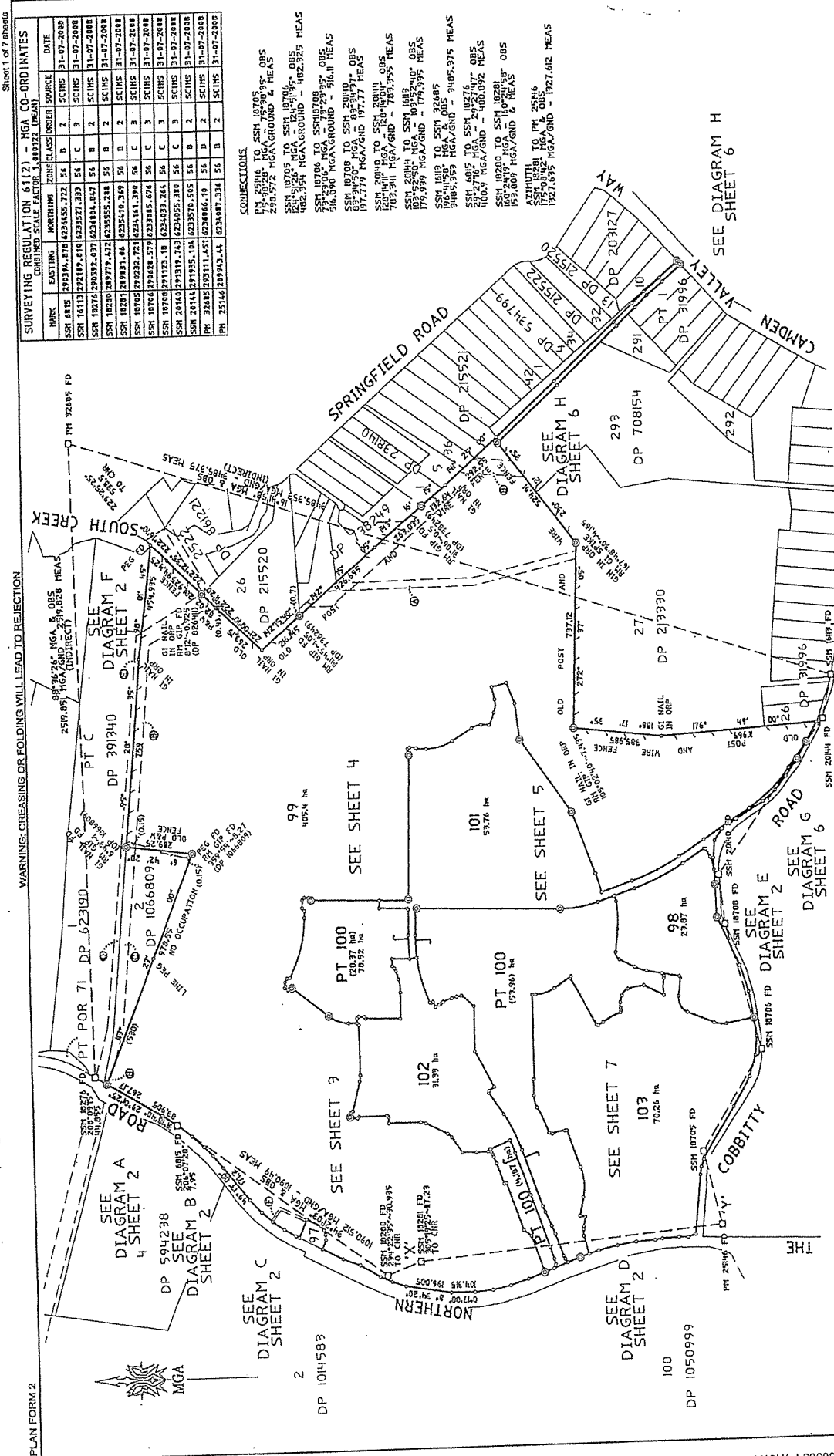
Address of witness:

CAN PETER BROOK OR & ORAN PARK OR

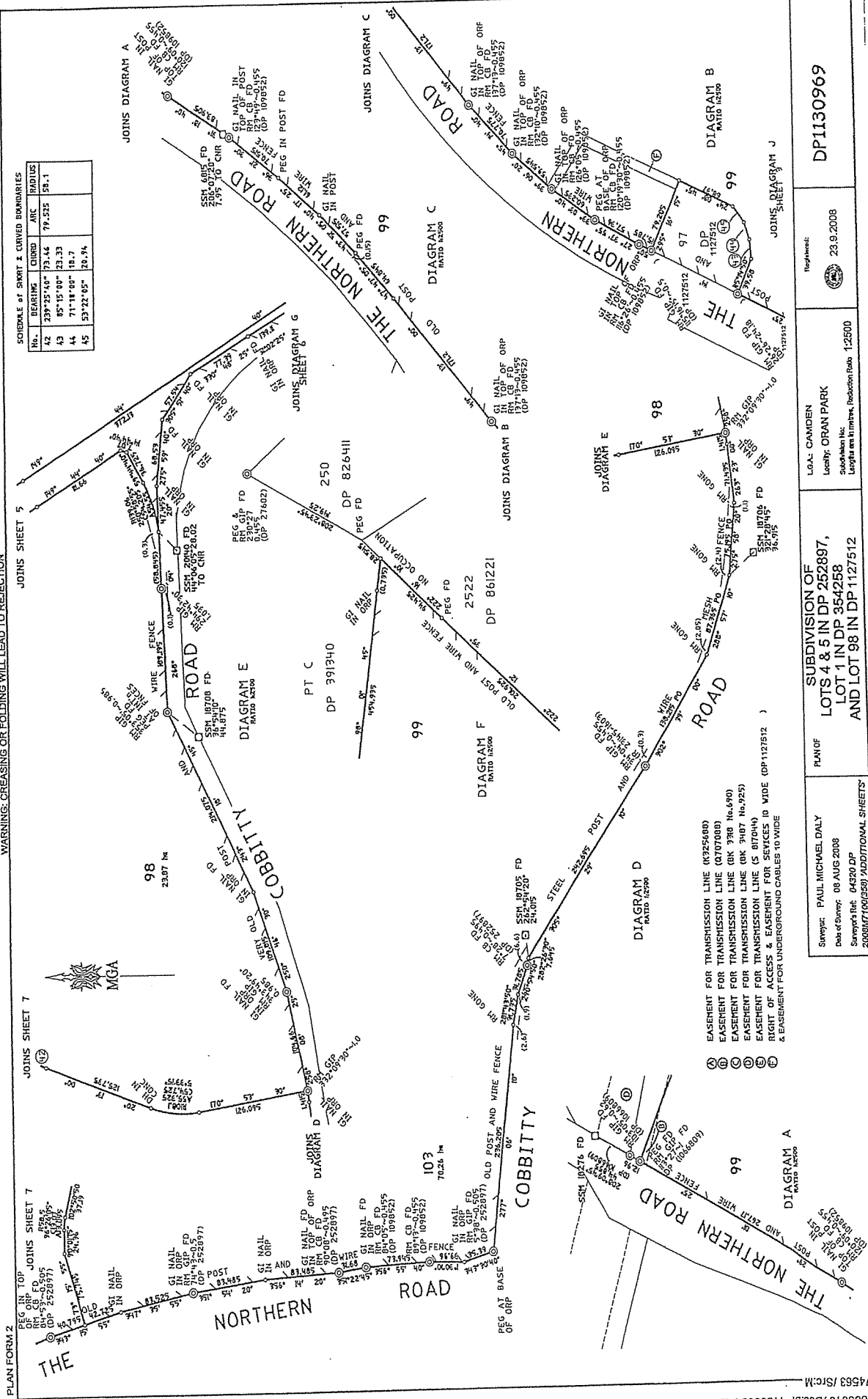
ORAN PARK

ORAN PARK





SCHEDULE of SHORT & CURVED BOUNDARIES				
No.	BEARING	CENTRO	ARC	RADIUS
42	239°25'40"	73.44	79.525	58.1
43	85°15'00"	23.33		
44	71°18'00"	18.7		
45	53°22'05"	20.94		



DP1130969

Registered: 23.9.2008

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

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

PLAN OF

SOURCE PAUL MICHAEL DALY

L

23
POST
IN
150
S

THE

Doc: M-

DP1130969

Registered: 23.9.2008

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

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

PLAN OF

SOURCE PAUL MICHAEL DALY

1

23
POST
IN
150
S

THE

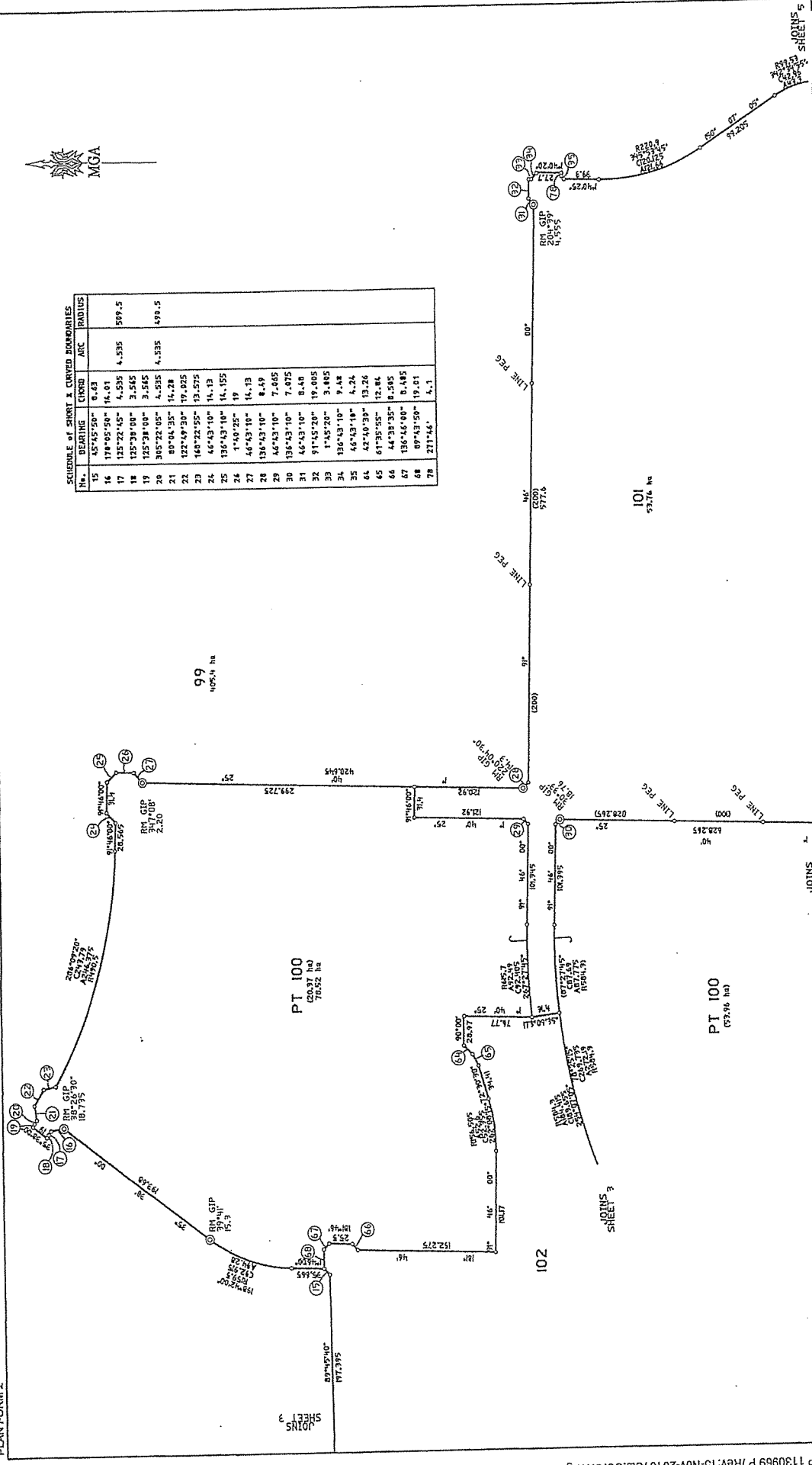
Doc: M-

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2



SCHEDULE of SHORT & CURVED BOUNDARIES			
No.	BEARING	CURVED ARC	RADIUS
15	45°45'50"	0.63	
16	178°05'50"	16.01	4.535
17	122°22'45"	4.535	597.5
18	125°38'00"	3.245	
19	125°38'00"	3.245	
20	305°22'05"	4.535	498.5
21	80°04'35"	16.28	
22	122°49'30"	19.025	
23	140°22'55"	13.575	
24	46°43'10"	14.13	
25	136°43'10"	14.155	
26	1°40'25"	19	
27	44°42'10"	16.13	
28	136°43'10"	8.49	
29	46°43'10"	7.075	
30	136°43'10"	8.48	
31	46°43'10"	19.005	
32	91°45'20"	3.405	
33	1°45'20"	9.48	
34	136°43'10"	4.24	
35	46°43'10"	13.26	
45	61°35'55"	12.84	
66	44°38'35"	8.595	
67	136°46'00"	8.485	
68	80°43'50"	19.01	
78	271°44"	4.1	



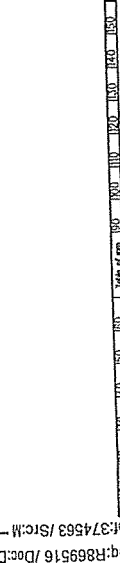
DP1130969

Prepared: 23.9.2008

L.O.A: CAMDEN
Locality: ORAN PARK
Subdivision No: 2008M7100(258)
Lengths in metres, Reduction Ratio 1:2500

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

Surveyor: PAUL MICHAEL DALY
Date of Survey: 08 AUG 2008
Surveyor's Plat: 04320 DP
2008M7100(258) ADDITIONAL SHEETS

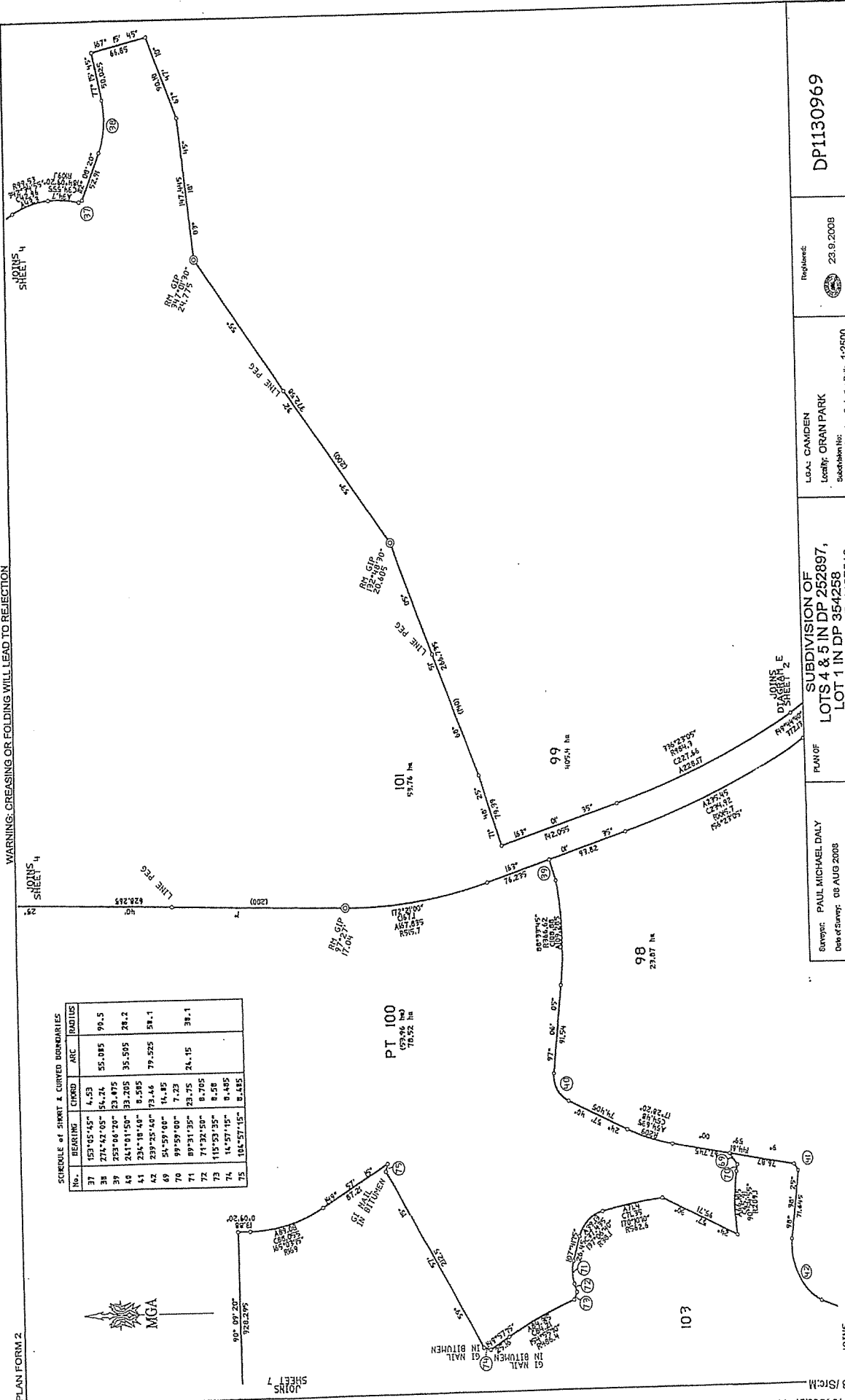


WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
37	153°15'45"	4.53		96.5
38	274°47'05"	54.71	55.085	
39	223°04'30"	23.875	35.505	28.2
40	241°01'50"	73.705	79.525	58.1
41	234°16'40"	8.595		
42	239°25'40"	73.46	7.23	
69	54°59'00"	14.85		
70	99°59'00"	7.23		
71	89°31'35"	23.75	24.15	38.1
72	71°32'50"	8.705		
73	115°53'35"	8.58		
74	14°57'15"	0.485		
75	104°57'15"	0.485		



DP1130969

Regulated:
23.9.2008

LBA: CAMDEN
Locality: ORAN PARK
Subdivision No: 12500
Lengths are in metres. Reduction Ratio: 1:2500

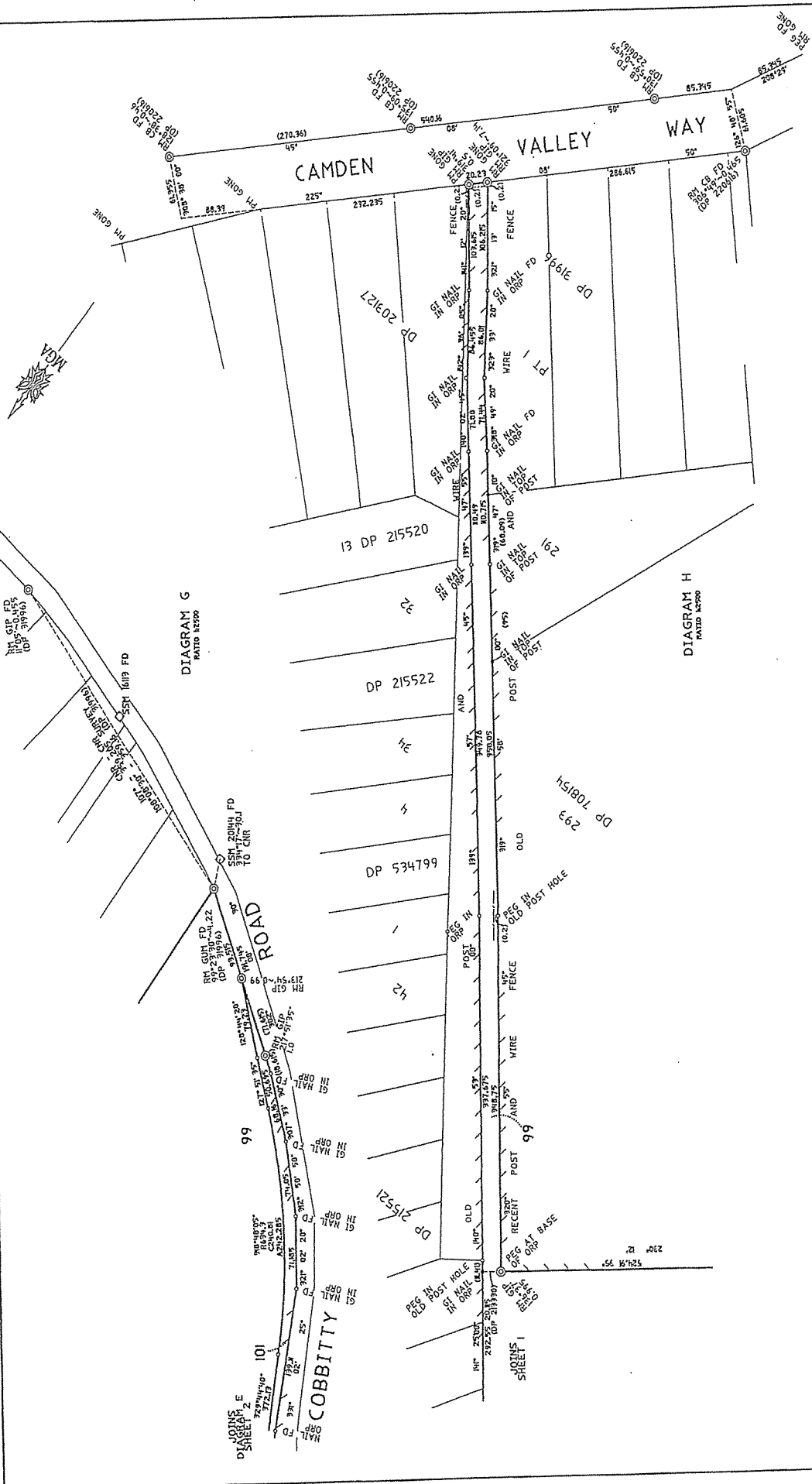
SUBDIVISION OF
LOTS 4 & 5 IN DP 252897,
LOT 1 IN DP 354258
AND LOT 98 IN DP 1127512

SURVEYOR: PAUL MICHAEL DALY
Date of Survey: 08 AUG 2008
Surveyor's Ref: 04320 DP
2008/100(359) ADDITIONAL SHEETS

DP1130969
SHEET 5

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

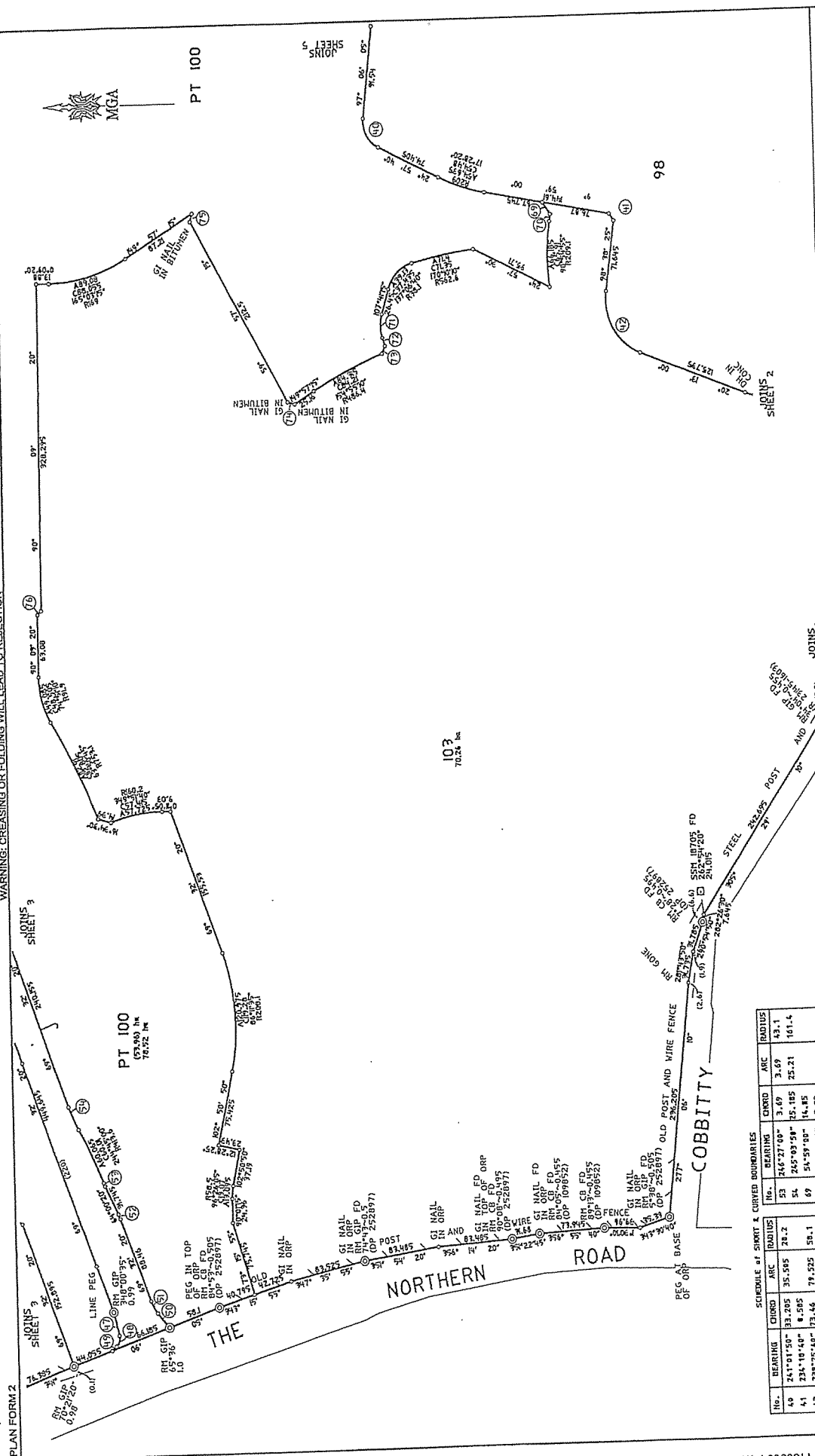
PLAN FORM 2



Surveyor: BENJAMIN JOHN CUMMINS Date of Survey: 08 AUG 2008 Surveyor's Ref: 04320 DP 2008M47100(358) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512	LGA: CAMDEN Locality: ORAN PARK Subdivision No: Lengths and bearings, Reduction Ratio: 1:2500	Registered:  23.9.2008	DP1130969
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10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC RADIUS
53	246°27'00"	3.49	3.69
54	255°03'58"	25.185	25.21
55	55°59'58"	16.15	161.6
56	55°59'58"	7.23	39.1
57	89°31'35"	23.75	24.15
58	89°31'35"	6.38	
59	115°53'35"	8.58	
60	115°53'35"	1.485	
61	146°57'15"	8.485	
62	146°57'15"	5.895	
63	152°09'20"	5.895	

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

Lengths are in metres

(Sheet 1 of 2 Sheets)



DP1130969 B

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

Full name and address of the owner of the land:

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

PART 1 (Creation)

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

Part 2 (Terms)

Terms of restriction numbered 1 in the plan.

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

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

Approved by the Council of Camden

C. J. M. [Signature]
General Manager/Authorised Person

DP1130969

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

Lengths are in metres

(Sheet 2 of 2 Sheets)

Plan:

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

ry Perich
ector

PART 2 (CONTINUED)

Owners Signature

ed by leppington
r21 Pty Ltd (ACN:000420404) under s.124
of the Corporations Act 2001.

Name of Witness:

Address of Witness:

Signature of Witness:

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



DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

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

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:
Date:
File Number:
Office:

Subdivision Certificate

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

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

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

Consent Authority: Camden Council
Date of Endorsement: 9th August 2010
Accreditation no:
Subdivision Certificate no: 2612010
File no: DA 952/2007

* Delete whichever is inapplicable.

DP1153029

Registered:  19-08-2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
LOT 12 IN DP 1149186

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

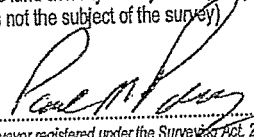
County: CUMBERLAND

Surveying Regulation, 2006

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

The survey relates to
LOT 993

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

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

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

Plans used in the preparation of survey/compilation

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

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

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

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 12 IN DP 1149186	* DP1153029						
	* Registered:  19-08-2010						
Subdivision Certificate No: 28 of 200 Date of Endorsement: 08th AUGUST 2010							
Signed by Leppington Pastoral Company Pty Ltd ACN 000420404 <table border="0"><tr><td data-bbox="341 853 767 931">Signature: <u> <i>Mark Perich</i> </u></td><td data-bbox="887 819 1318 931">Signature: <u> <i>Ralph Bruce</i> </u></td></tr><tr><td data-bbox="341 976 767 1021">Print Name: <u> MARK PERICH </u></td><td data-bbox="887 976 1318 1021">Print Name: <u> RALPH BRUCE </u></td></tr><tr><td data-bbox="341 1066 767 1155">Office Held <u> PofA 4586 </u> <u> No 836 </u></td><td data-bbox="887 1043 1366 1155">Office Held <u> PofA Book 4586, </u> <u> No. 836 </u></td></tr></table> Signed by me <u> MATTHEW BEAGGS </u> as delegate of Landcom and I hereby declare that I have no notice of revocation of such delegation. Signature: <u> <i>Matthew Beaggs</i> </u>		Signature: <u> <i>Mark Perich</i> </u>	Signature: <u> <i>Ralph Bruce</i> </u>	Print Name: <u> MARK PERICH </u>	Print Name: <u> RALPH BRUCE </u>	Office Held <u> PofA 4586 </u> <u> No 836 </u>	Office Held <u> PofA Book 4586, </u> <u> No. 836 </u>
Signature: <u> <i>Mark Perich</i> </u>	Signature: <u> <i>Ralph Bruce</i> </u>						
Print Name: <u> MARK PERICH </u>	Print Name: <u> RALPH BRUCE </u>						
Office Held <u> PofA 4586 </u> <u> No 836 </u>	Office Held <u> PofA Book 4586, </u> <u> No. 836 </u>						
SURVEYOR'S REFERENCE: 04320 OS4 DP (ISSUE G)							

* OFFICE USE ONLY

eplan

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

DP1153029

(Sheet 1 of 3 Sheets)

Plan: 28 of 2010

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

Full name and address of
the owner of the land

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

PART 1 (Creation)

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

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Terms of easement numbered 2 in the plan.

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

CAMDEN COUNCIL

Terms of easement numbered 3 in the plan.

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

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

INTEGRAL ENERGY AUSTRALIA

DP1153029

Plan: 28 of 2010

eplan
(Sheet 2 of 3 Sheets)

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

PART 2 (Terms)(Continued)

Terms of positive covenant numbered 4 in the plan.

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

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

CAMDEN COUNCIL

Terms of restriction numbered 5 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden

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

DP1153029

Plan: 2B of 2010

eplan

(Sheet 3 of 3 Sheets)

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

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature:

Mark Perich

Signature:

Ralph Bruce

Print Name:

MARK PERICH

Print Name:

RALPH BRUCE

Office Held:

PoFA Book 4586
No. 836

Office Held:

PoFA Book 4586
No. 836..

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

Signature:

Matthew Beggs

REGISTERED



19-08-2010

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

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

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

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

Crown Lands NSW/Western Lands Office Approval

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

Signature:
Date:
File Number:
Office:

Subdivision Certificate

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

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

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

Consent Authority: Camden Council
Date of Endorsement: 31 August 2010
Accreditation no:
Subdivision Certificate no: 29 of 2010
File no: DA 982/08

* Delete whichever is inapplicable.

DP1151500

Registered:  19-08-2010

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF
LOT 994 IN DP 1153029

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Surveying Regulation, 2006

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

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

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

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

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

Plans used in the preparation of survey/compilation

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

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

SURVEYOR'S REFERENCE: 04320 PDP2 (ISSUE L)

* OFFICE USE ONLY

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 994 IN DP 1153029	DP1151500
	Registered:  19-08-2010

* OFFICE USE ONLY *

Subdivision Certificate No: 29 of 2010

Date of Endorsement: 9th August 2010

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: Mark Perich

Print Name: MARK PERICH

Office Held PofA 4586
No. 836

Signature: Ralph Bruce

Print Name: RALPH BRUCE

Office Held PofA 4586
No. 836

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

Signature: [Signature]

PLAN FORM 2

SCHEDULE OF SHORT & CURVED BOUNDARIES			
No.	BEARING	CHORD	ARC RADIUS
1	34°15'55"	98.1	471
2	74°04'05"	10.0	14.4
3	59°55'45"	5.4	56.9
4	64°12'20"	5.4	56.9
5	64°12'20"	5.4	56.9
6	64°12'20"	5.4	56.9
7	64°12'20"	5.4	56.9
8	64°12'20"	5.4	56.9
9	64°12'20"	5.4	56.9
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69	64°12'20"	5.4	56.9
70	64°12'20"	5.4	56.9
71	64°12'20"	5.4	56.9
72	64°12'20"	5.4	56.9
73	64°12'20"	5.4	56.9
74	64°12'20"	5.4	56.9
75	64°12'20"	5.4	56.9
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SCHEDULE OF SSH CONNECTIONS

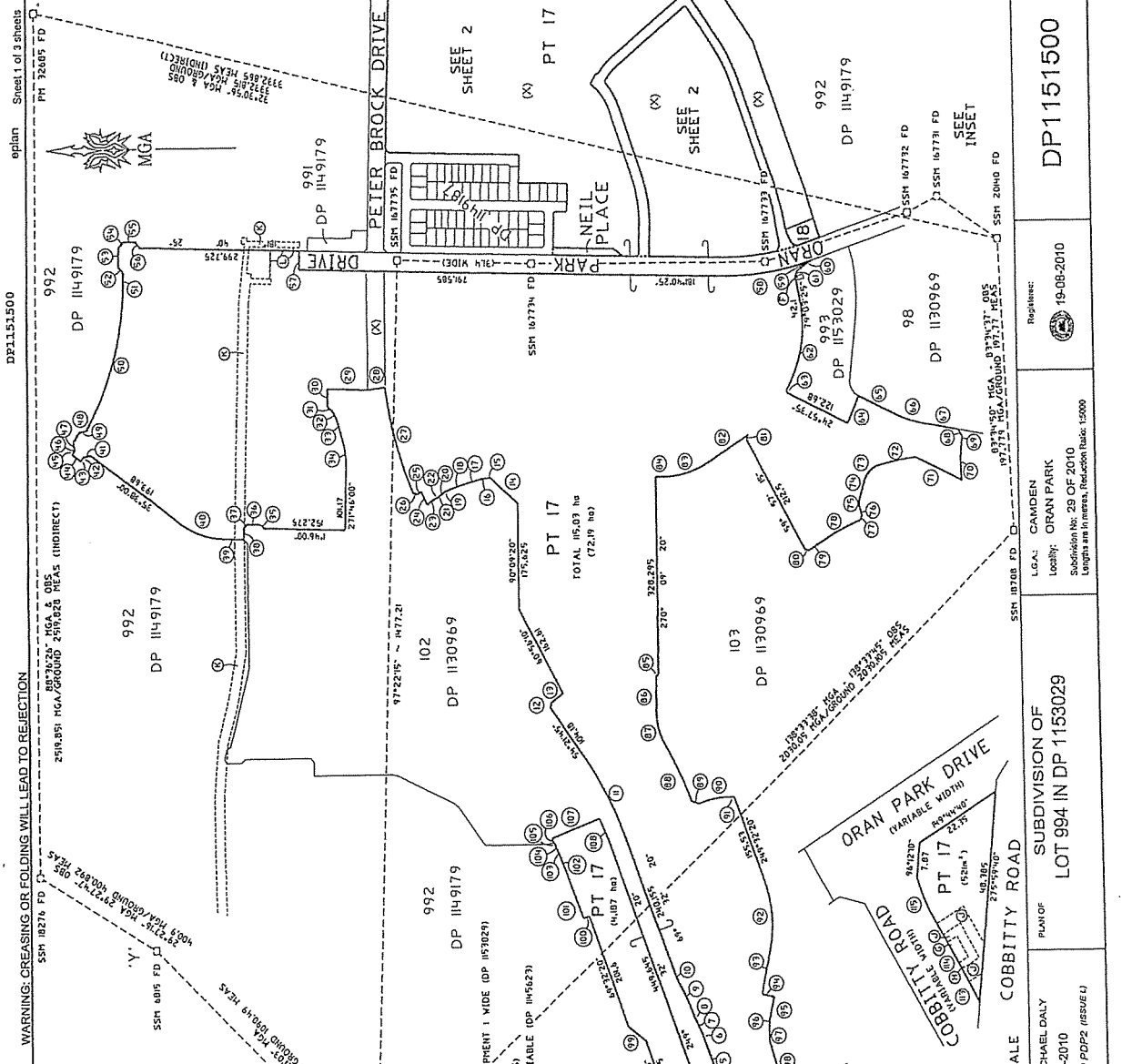
FROM	TO	BEARING	DISTANCE
SSH 2040	SSH 10773	24°55'00"	175.000
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SSH 10773	SSH 10773	0°51'05"	130.505
SSH 10773	SSH 10773	1°39'45"	247.595

(X) RESTRICTION ON THE USE OF LAND - DP1137245

- (X) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (DP 107824)
- (X) EASEMENT FOR PADMOUNT SUBSTATION ON THE USE OF LAND (DP1137245)
- (X) RESTRICTION SITE RESTRICTION ON THE USE OF LAND (DP1137245)
- (X) EASEMENT FOR OVERHEAD POWERLINES 9 WIDE, 10 WIDE AND VARIABLE (DP 107824)
- (X) EASEMENT FOR UNDERGROUND CABLES 12 WIDE (DP 107824)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC RADIUS
1	34°15'55"	98.1	471
2	74°04'05"	10.0	14.4
3	59°55'45"	5.4	56.9
4	64°12'20"	5.4	56.9
5	64°12'20"	5.4	56.9
6	64°12'20"	5.4	56.9
7	64°12'20"	5.4	56.9
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9	64°12'20"	5.4	56.9
10	64°12'20"	5.4	56.9
11	64°12'20"	5.4	56.9
12	64°12'20"	5.4	56.9
13	64°12'20"	5.4	56.9
14	64°12'20"	5.4	56.9
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16	64°12'20"	5.4	56.9
17	64°12'20"	5.4	56.9
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23	64°12'20"	5.4	56.9
24	64°12'20"	5.4	56.9
25	64°12'20"	5.4	56.9
26	64°12'20"	5.4	56.9
27	64°12'20"	5.4	56.9
28	64°12'20"	5.4	56.9
29	64°12'20"	5.4	56.9
30	64°12'20"	5.4	56.9
31	64°12'20"	5.4	56.9
32	64°12'20"	5.4	56.9
33	64°12'20"	5.4	56.9
34	64°12'20"	5.4	56.9
35	64°12'20"	5.4	56.9
36	64°12'20"	5.4	56.9
37	64°12'20"	5.4	56.9
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39	64°12'20"	5.4	56.9
40	64°12'20"	5.4	56.9
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43	64°12'20"	5.4	56.9
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45	64°12'20"	5.4	56.9
46	64°12'20"	5.4	56.9
47	64°12'20"	5.4	56.9
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66	64°12'20"	5.4	56.9
67	64°12'20"	5.4	56.9
68	64°12'20"	5.4	56.9
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75	64°12'20"	5.4	56.9
76	64°12'20"	5.4	56.9
77	64°12'20"	5.4	56.9



DP1151500

Sheet 1 of 3 sheets

PLAN OF

INSET

NOT TO SCALE

COBBITTY ROAD

ORAN PARK DRIVE

THE NORTHERN ROAD

ORAN PARK

LOT 994 IN DP 1153029

Subdivision No. 29 OF 2010

Lengths in metres. Reduction factor: 1:5000

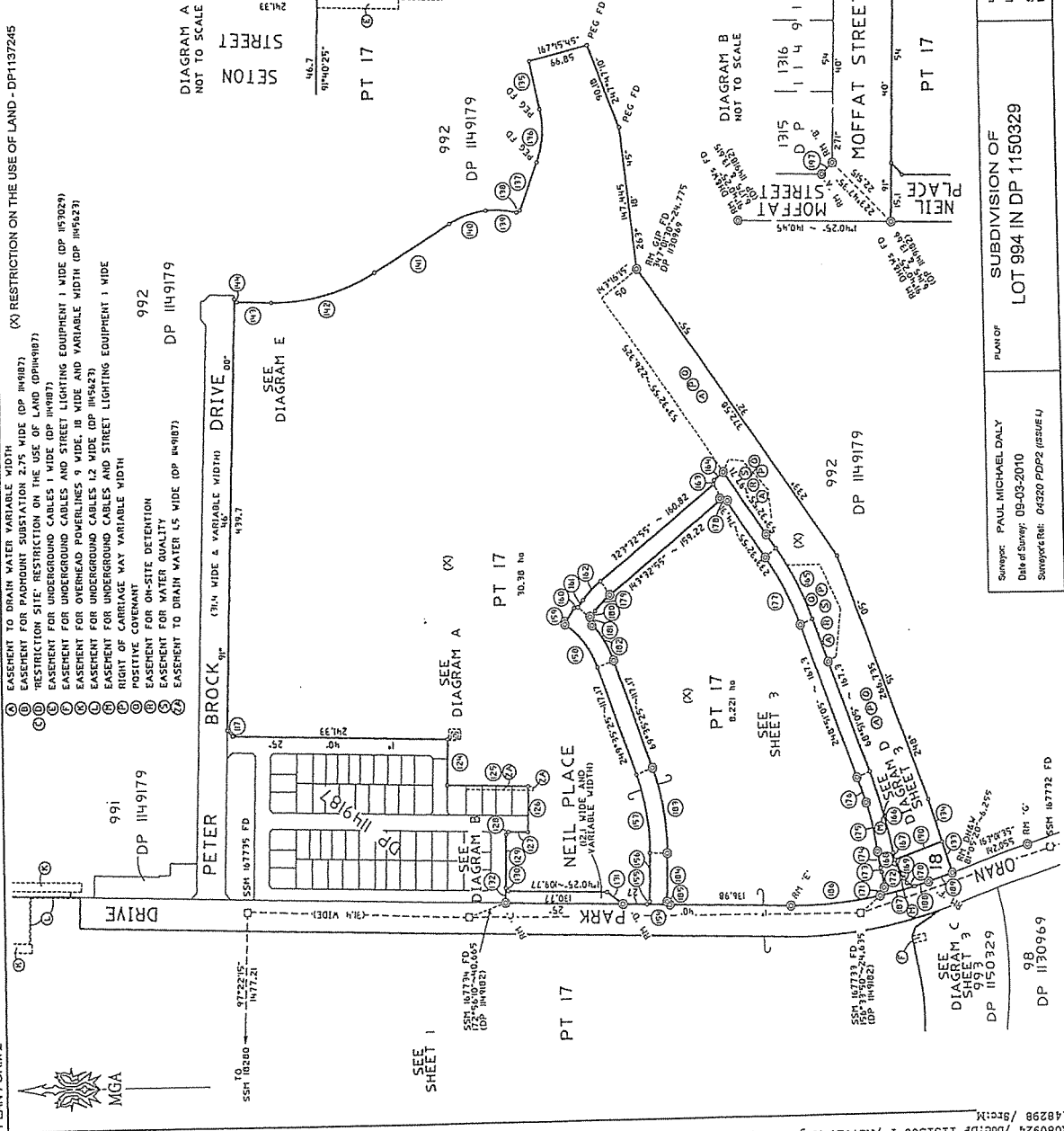
Regulator:

19-08-2010

DP1151500

No.	BEARING	CHORD	ARC	RADIUS
117	40°43'10"	4.67	0.40	
124	91°40'25"	4.67	0.40	
125	74°0'25"	4.67	0.40	
126	91°40'25"	4.67	0.40	
127	91°40'25"	4.67	0.40	
128	91°40'25"	4.67	0.40	
129	91°40'25"	4.67	0.40	
130	91°40'25"	4.67	0.40	
131	91°40'25"	4.67	0.40	
132	91°40'25"	4.67	0.40	
133	91°40'25"	4.67	0.40	
134	91°40'25"	4.67	0.40	
135	91°40'25"	4.67	0.40	
136	91°40'25"	4.67	0.40	
137	91°40'25"	4.67	0.40	
138	91°40'25"	4.67	0.40	
139	91°40'25"	4.67	0.40	
140	91°40'25"	4.67	0.40	
141	91°40'25"	4.67	0.40	
142	91°40'25"	4.67	0.40	
143	91°40'25"	4.67	0.40	
144	91°40'25"	4.67	0.40	
145	91°40'25"	4.67	0.40	
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147	91°40'25"	4.67	0.40	
148	91°40'25"	4.67	0.40	
149	91°40'25"	4.67	0.40	
150	91°40'25"	4.67	0.40	
151	91°40'25"	4.67	0.40	
152	91°40'25"	4.67	0.40	
153	91°40'25"	4.67	0.40	
154	91°40'25"	4.67	0.40	
155	91°40'25"	4.67	0.40	
156	91°40'25"	4.67	0.40	
157	91°40'25"	4.67	0.40	
158	91°40'25"	4.67	0.40	
159	91°40'25"	4.67	0.40	
160	91°40'25"	4.67	0.40	
161	91°40'25"	4.67	0.40	
162	91°40'25"	4.67	0.40	
163	91°40'25"	4.67	0.40	
164	91°40'25"	4.67	0.40	
165	91°40'25"	4.67	0.40	
166	91°40'25"	4.67	0.40	
167	91°40'25"	4.67	0.40	
168	91°40'25"	4.67	0.40	
169	91°40'25"	4.67	0.40	
170	91°40'25"	4.67	0.40	
171	91°40'25"	4.67	0.40	
172	91°40'25"	4.67	0.40	
173	91°40'25"	4.67	0.40	
174	91°40'25"	4.67	0.40	
175	91°40'25"	4.67	0.40	
176	91°40'25"	4.67	0.40	
177	91°40'25"	4.67	0.40	
178	91°40'25"	4.67	0.40	
179	91°40'25"	4.67	0.40	
180	91°40'25"	4.67	0.40	
181	91°40'25"	4.67	0.40	
182	91°40'25"	4.67	0.40	
183	91°40'25"	4.67	0.40	
184	91°40'25"	4.67	0.40	
185	91°40'25"	4.67	0.40	
186	91°40'25"	4.67	0.40	
187	91°40'25"	4.67	0.40	
188	91°40'25"	4.67	0.40	
189	91°40'25"	4.67	0.40	
190	91°40'25"	4.67	0.40	
191	91°40'25"	4.67	0.40	
192	91°40'25"	4.67	0.40	
193	91°40'25"	4.67	0.40	
194	91°40'25"	4.67	0.40	
195	91°40'25"	4.67	0.40	
196	91°40'25"	4.67	0.40	
197	91°40'25"	4.67	0.40	

No.	BEARING	DISTANCE	DESCRIPTION	ORIGIN
A	91°40'25"	4.67	DP 1149179	DP 1149179
B	91°40'25"	4.67	DP 1149179	DP 1149179
C	91°40'25"	4.67	DP 1149179	DP 1149179
D	91°40'25"	4.67	DP 1149179	DP 1149179
E	91°40'25"	4.67	DP 1149179	DP 1149179
F	91°40'25"	4.67	DP 1149179	DP 1149179
G	91°40'25"	4.67	DP 1149179	DP 1149179



FROM	TO	BEARING	DISTANCE
SSM 167732	SSM 167733	304°47'40"	20.640
SSM 167733	SSM 167734	0°51'05"	4.30.568
SSM 167734	SSM 167735	101°39'45"	2.47.935

DP1151500

Registra: 19-08-2010

LEA: CAMDEN
Locality: ORAN PARK
Subdivision No: 28 OF 2010
Lengths are in metres. Reduction factor: 1.0000

SUBDIVISION OF
LOT 994 IN DP 1150329

Surveyor: PAUL MICHAEL DALY
Date of Survey: 09-03-2010
Surveyor's Ref: 04020 DP2 (ISSUE 4)

PLAN OF

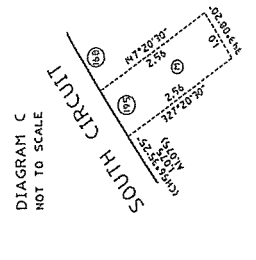
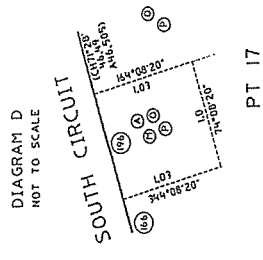
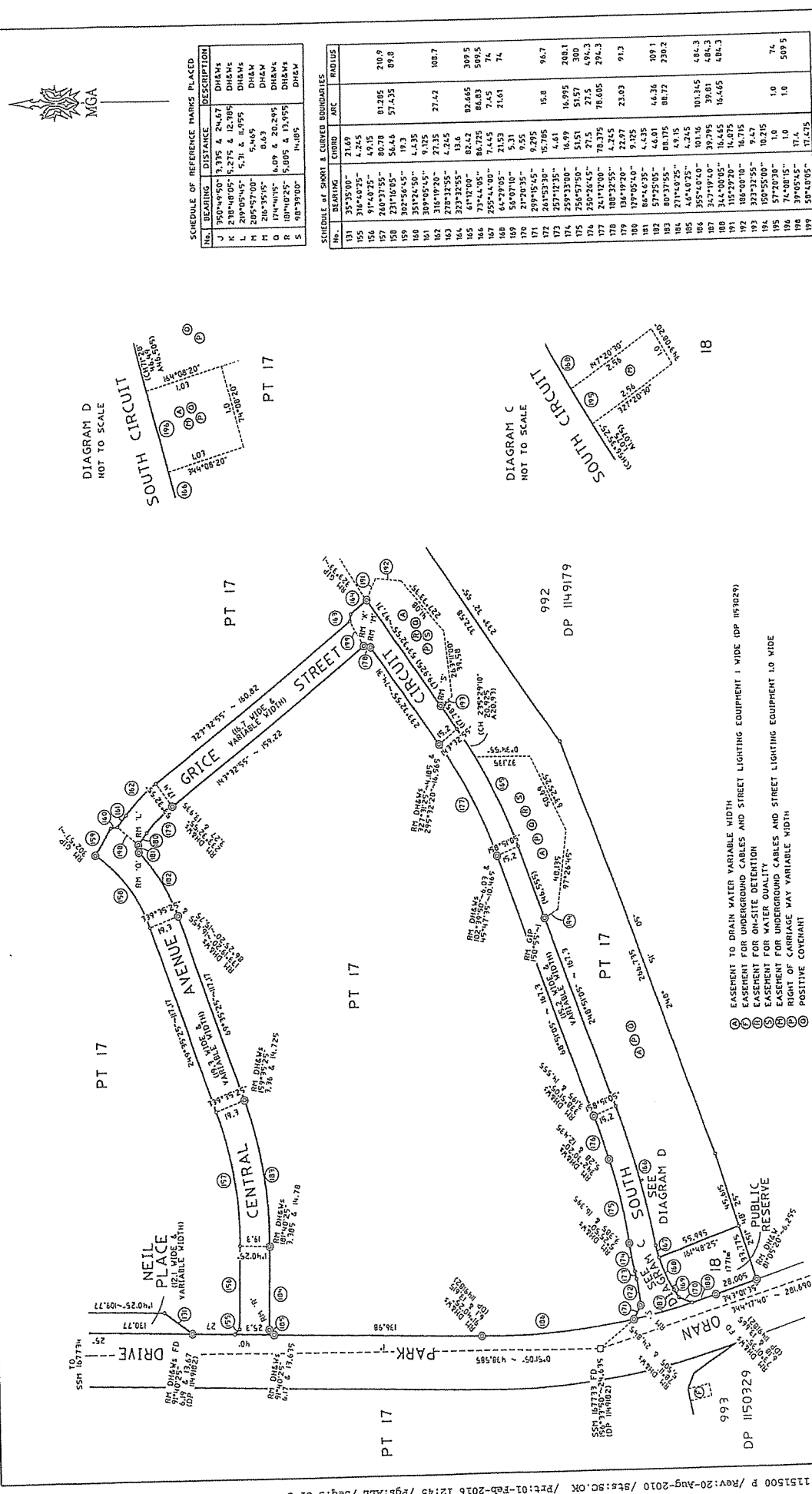
M.P.R. PERMANENT

DP 1150969

DP 1150329

DP 1150329

PLAN Form 2



SCHEDULE OF REFERENCE MARKS PLACED

NO.	BEARING	DISTANCE	DESCRIPTION
J	300°49'50"	3.395 & 24.67	DI&M
K	230°40'05"	5.275 & 12.305	DI&M
L	209°05'45"	5.31 & 11.955	DI&M
M	205°57'00"	5.465	DI&M
N	216°35'15"	0.63	DI&M
O	174°41'15"	6.09 & 20.295	DI&M
P	101°40'25"	5.005 & 13.955	DI&M
Q	98°39'00"	14.105	DI&M

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
131	35°35'00"	21.69		
155	316°40'25"	4.245		
156	91°40'25"	49.15		
157	240°37'55"	80.78		210.9
158	231°10'05"	56.4		314.23
159	205°57'00"	4.135		
160	35°35'15"	9.325		
161	309°05'45"	27.35		108.7
162	314°19'20"	4.245		
163	278°12'55"	13.6		
164	323°12'55"	82.42		309.5
165	61°12'00"	86.725		309.5
166	73°44'05"	14.135		74
167	255°44'00"	21.63		
168	14°40'10"	5.31		
169	54°07'10"	9.55		
170	27°20'15"	9.295		
171	299°15'45"	15.705		96.7
172	261°13'30"	16.99		
173	257°12'35"	4.61		
174	259°33'00"	16.99		288.1
175	256°57'50"	51.51		300
176	250°26'45"	27.15		274.3
177	241°12'00"	70.375		274.3
178	180°32'35"	2.56		
179	180°32'35"	22.97		91.3
180	129°05'40"	9.325		
181	86°46'35"	4.435		
182	57°25'05"	46.81		189.1
183	80°37'55"	85.175		230.2
184	271°40'25"	4.915		
185	46°40'25"	4.245		
186	355°40'40"	10.16		484.3
187	347°19'40"	10.775		484.3
188	340°05'45"	16.65		484.3
189	155°29'20"	16.075		
190	186°40'10"	9.47		
191	232°32'55"	10.215		
192	232°32'55"	10.215		
193	150°55'00"	1.0		74
194	57°20'30"	1.0		509.5
195	74°40'15"	17.4		
196	39°05'45"	11.475		
197	50°49'05"	11.475		

Regulator: 19-08-2010

LGA: CAMDEN ORAN PARK

Local: ORAN PARK

Subdivision No: 28 OF 2010

Longman Incomes Reduction Ratio: 11500

Subdivision of LOT 994 IN DP 1153029

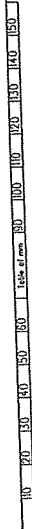
Plan Of

Surveyor: PAUL MICHAEL DOLY

Date of Survey: 09-05-2010

Surveyor's Ref: 04320 PDP2 (ISSUE 4)

DP1151500



eplan

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

DP1151500

(Sheet 1 of 4 Sheets)

Plan: 29 of 2010

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

Full name and address of
 the owner of the land

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

PART 1 (Creation)

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

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Terms of easement numbered 2 in the plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by that person, from time to time and at all times to detain water (whether rain, storm, spring, soakage, or seepage water) in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of detaining water or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement, and together with the right for the grantee and every person authorised by the grantee, with any tools, implements, or

DP1151500

eplan

(Sheet 2 of 4 Sheets)

Plan: 28 of 2010

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

PART 2 (Terms)

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

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

CAMDEN COUNCIL

Terms of easement numbered 3 in the plan.

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

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

CAMDEN COUNCIL

Terms of easement numbered 4 in the plan.

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

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

INTEGRAL ENERGY AUSTRALIA

Terms of easement numbered 5 in the plan.

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

CAMDEN COUNCIL

Terms of positive covenant numbered 6 in the plan.

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

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

CAMDEN COUNCIL

DP1151500

Plan: 29 of 2010

eplan

(Sheet 3 of 4 Sheets)

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

Terms of restriction numbered 7 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden

.....
General Manager/Authorised Person

DP1151500

Plan: 29 of 2010

eplan
(Sheet 4 of 4 Sheets)

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

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: Mark Perich

Print Name: MARK PERICH

Office Held: Pof A Book 4586
No. 836

Signature: Ralph Bruce

Print Name: RALPH BRUCE

Office Held: Pof A Book 4586
No. 836

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

Signature: [Signature]

REGISTERED



19-08-2010

DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 2 sheet(s)														
SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants. IT IS INTENDED TO DEDICATE ROAD 132 AND ROAD 161 TO THE PUBLIC AS PUBLIC ROAD. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE : 1. EASEMENT TO DRAIN WATER 1.5 WIDE (A) 2. EASEMENT FOR REPAIRS 1.5 WIDE (G) 3. POSITIVE COVENANT (J) 4. RESTRICTION ON THE USE OF LAND (H) 5. RESTRICTION ON THE USE OF LAND 6. RESTRICTION ON THE USE OF LAND 7. RESTRICTION ON THE USE OF LAND 8. RESTRICTION ON THE USE OF LAND AND RELEASE: 1. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (DP 1149187) Use PLAN FORM 6A for additional certificates, signatures, seals and statements	DP1153030 Registered: 14.12.2010 Title System: TORRENS Purpose: SUBDIVISION PLAN OF SUBDIVISION OF LOT 1189 IN DP 1149188 L.G.A.: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND Surveying Regulation, 2006 I, <u>PAUL MICHAEL DALY</u> of <u>JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELL TOWN</u> a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: <u>18-08-2010</u> The survey relates to <u>LOTS 1601 TO 1626</u> (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey) Signature: Dated: <u>03-09-2010</u> Surveyor registered under the Surveying and Spatial Information Act 2002 Datum Line: <u>'X'-'Y'</u> Type: <u>Urban/Rural</u> Plans used in the preparation of survey/compilation <table style="width:100%;"> <tr> <td>DP 1130969</td> <td>DP 1151500</td> </tr> <tr> <td>DP 1137245</td> <td>DP 1153029</td> </tr> <tr> <td>DP 1145623</td> <td></td> </tr> <tr> <td>DP 1149179</td> <td></td> </tr> <tr> <td>DP 1149187</td> <td></td> </tr> <tr> <td>DP 1149188</td> <td></td> </tr> <tr> <td>DP 1149191</td> <td></td> </tr> </table> (if insufficient space use Plan Form 6A annexure sheet) SURVEYOR'S REFERENCE: <u>04320 T1 (S6) DP (ISSUE J)</u>		DP 1130969	DP 1151500	DP 1137245	DP 1153029	DP 1145623		DP 1149179		DP 1149187		DP 1149188		DP 1149191	
DP 1130969	DP 1151500															
DP 1137245	DP 1153029															
DP 1145623																
DP 1149179																
DP 1149187																
DP 1149188																
DP 1149191																
Crown Lands NSW/Western Lands Office Approval																
I,in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given Signature: Date: File Number: Office:																
Subdivision Certificate																
I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to: the proposed <u>SUBDIVISION</u> set out herein (insert "subdivision" or "new road") * Authorised Person/General Manager/Accredited Certifier Consent Authority: <u>Camden Council</u> Date of Endorsement: <u>1st December 2010</u> Accreditation no: Subdivision Certificate no: <u>46 of 2010</u> File no: <u>DA 033/2009</u> * Delete whichever is inapplicable.																

* OFFICE USE ONLY

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

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF
LOT 1189 IN DP 1149188

DP1153030

Registered: 14.12.2010

Subdivision Certificate No: 46 of 2010

Date of Endorsement: 1st December 2010

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature:

J. Buda

Signature:

R. Bruce

Print Name:

JOE BUDA

Print Name:

RALPH BRUCE

Office Held

Director

Office Held

*P. A. Book 4526 of 836
Regd: 23/03/2010*

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

Signature:

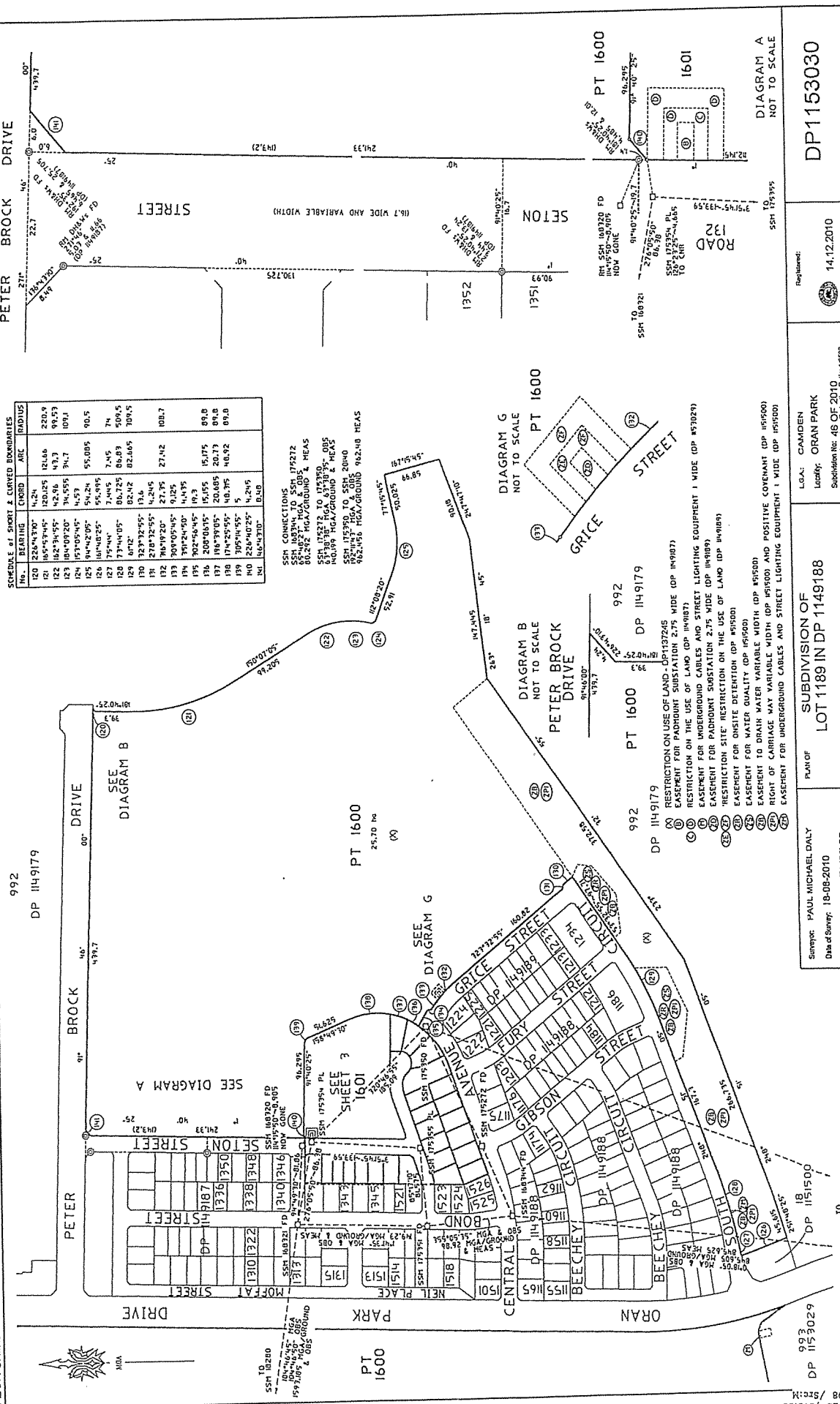
[Signature]

* OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2

% BEARING	CORD	ARC	RADIUS
120	228.447300*	4.20	220.9
121	165.574935*	120.125	121.66
122	122.347355*	42.46	43.3
123	84.487020*	33.555	34.1
124	55.354645*	5.24	5.5
125	34.420545*	4.52	4.6
126	24.441255*	3.55	3.6
127	15.444055*	2.55	2.6
128	10.444055*	1.55	1.6
129	7.444055*	0.82	0.8
130	5.444055*	0.42	0.4
131	3.444055*	0.24	0.2
132	2.444055*	0.12	0.1
133	1.444055*	0.06	0.06
134	0.944055*	0.03	0.03
135	0.644055*	0.015	0.015
136	0.444055*	0.008	0.008
137	0.344055*	0.004	0.004
138	0.244055*	0.002	0.002
139	0.144055*	0.001	0.001
140	0.044055*	0.0005	0.0005



Registered:
14.12.2010

County: CAMDEN
Locality: ORAN PARK

SUBDIVISION OF
LOT 1189 IN DP 1149188

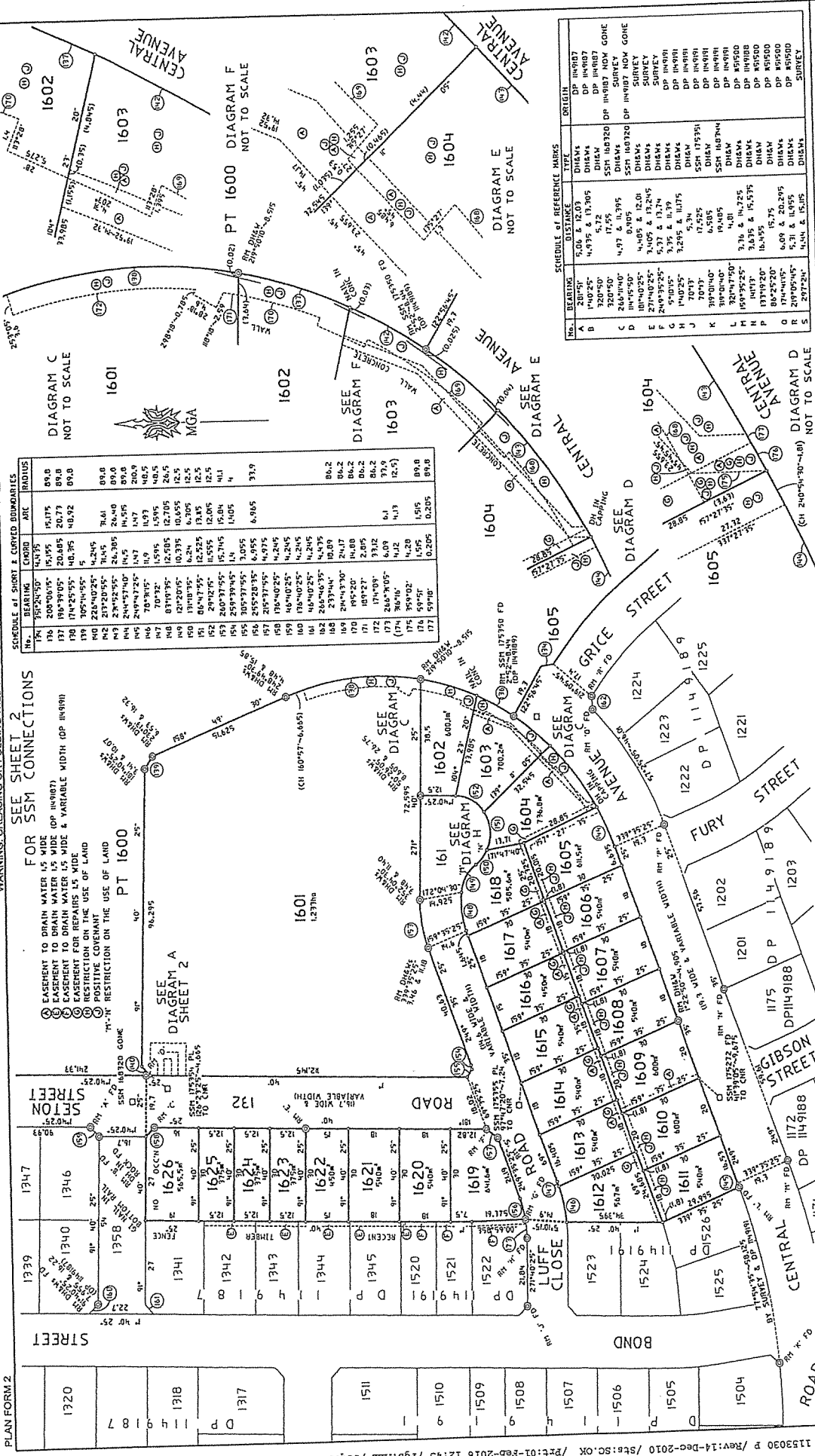
Surveyor: PAUL MICHAEL DALY
Date of Survey: 18-08-2010

DP 1153029

Ref: 148298 / Src: M

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

PLAN FORM 2



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
171	352°25'55"	15.175	15.175	89.0
172	185°31'05"	20.485	20.473	89.0
173	174°25'55"	40.395	40.382	89.0
174	305°14'55"	5		
175	226°40'25"	4.245	4.245	89.0
176	213°20'55"	7.461	7.461	89.0
177	234°52'55"	24.305	24.305	89.0
178	244°53'40"	14.5	14.5	89.0
179	249°47'25"	1.47	1.47	200.0
180	75°31'55"	16.9	16.9	100.0
181	270°35'	12.695	12.695	26.5
182	270°35'	10.335	10.335	12.5
183	131°08'55"	6.24	6.24	12.5
184	86°47'55"	12.525	12.525	12.5
185	249°42'55"	17.835	17.835	12.5
186	260°31'55"	15.715	15.715	12.5
187	259°39'45"	1.4	1.4	4.0
188	255°28'55"	6.395	6.395	33.9
189	207°17'55"	4.245	4.245	89.0
190	185°31'05"	20.485	20.473	89.0
191	174°25'55"	40.395	40.382	89.0
192	305°14'55"	5		
193	226°40'25"	4.245	4.245	89.0
194	213°20'55"	7.461	7.461	89.0
195	234°52'55"	24.305	24.305	89.0
196	244°53'40"	14.5	14.5	89.0
197	249°47'25"	1.47	1.47	200.0
198	75°31'55"	16.9	16.9	100.0
199	270°35'	12.695	12.695	26.5
200	270°35'	10.335	10.335	12.5
201	131°08'55"	6.24	6.24	12.5
202	86°47'55"	12.525	12.525	12.5
203	249°42'55"	17.835	17.835	12.5
204	260°31'55"	15.715	15.715	12.5
205	259°39'45"	1.4	1.4	4.0
206	255°28'55"	6.395	6.395	33.9
207	207°17'55"	4.245	4.245	89.0
208	185°31'05"	20.485	20.473	89.0
209	174°25'55"	40.395	40.382	89.0
210	305°14'55"	5		
211	226°40'25"	4.245	4.245	89.0
212	213°20'55"	7.461	7.461	89.0
213	234°52'55"	24.305	24.305	89.0
214	244°53'40"	14.5	14.5	89.0
215	249°47'25"	1.47	1.47	200.0
216	75°31'55"	16.9	16.9	100.0
217	270°35'	12.695	12.695	26.5
218	270°35'	10.335	10.335	12.5
219	131°08'55"	6.24	6.24	12.5
220	86°47'55"	12.525	12.525	12.5
221	249°42'55"	17.835	17.835	12.5
222	260°31'55"	15.715	15.715	12.5
223	259°39'45"	1.4	1.4	4.0
224	255°28'55"	6.395	6.395	33.9
225	207°17'55"	4.245	4.245	89.0
226	185°31'05"	20.485	20.473	89.0
227	174°25'55"	40.395	40.382	89.0
228	305°14'55"	5		
229	226°40'25"	4.245	4.245	89.0
230	213°20'55"	7.461	7.461	89.0
231	234°52'55"	24.305	24.305	89.0
232	244°53'40"	14.5	14.5	89.0
233	249°47'25"	1.47	1.47	200.0
234	75°31'55"	16.9	16.9	100.0
235	270°35'	12.695	12.695	26.5
236	270°35'	10.335	10.335	12.5
237	131°08'55"	6.24	6.24	12.5
238	86°47'55"	12.525	12.525	12.5
239	249°42'55"	17.835	17.835	12.5
240	260°31'55"	15.715	15.715	12.5
241	259°39'45"	1.4	1.4	4.0
242	255°28'55"	6.395	6.395	33.9
243	207°17'55"	4.245	4.245	89.0
244	185°31'05"	20.485	20.473	89.0
245	174°25'55"	40.395	40.382	89.0
246	305°14'55"	5		
247	226°40'25"	4.245	4.245	89.0
248	213°20'55"	7.461	7.461	89.0
249	234°52'55"	24.305	24.305	89.0
250	244°53'40"	14.5	14.5	89.0
251	249°47'25"	1.47	1.47	200.0
252	75°31'55"	16.9	16.9	100.0
253	270°35'	12.695	12.695	26.5
254	270°35'	10.335	10.335	12.5
255	131°08'55"	6.24	6.24	12.5
256	86°47'55"	12.525	12.525	12.5
257	249°42'55"	17.835	17.835	12.5
258	260°31'55"	15.715	15.715	12.5
259	259°39'45"	1.4	1.4	4.0
260	255°28'55"	6.395	6.395	33.9
261	207°17'55"	4.245	4.245	89.0
262	185°31'05"	20.485	20.473	89.0
263	174°25'55"	40.395	40.382	89.0
264	305°14'55"	5		
265	226°40'25"	4.245	4.245	89.0
266	213°20'55"	7.461	7.461	89.0
267	234°52'55"	24.305	24.305	89.0
268	244°53'40"	14.5	14.5	89.0
269	249°47'25"	1.47	1.47	200.0
270	75°31'55"	16.9	16.9	100.0
271	270°35'	12.695	12.695	26.5
272	270°35'	10.335	10.335	12.5
273	131°08'55"	6.24	6.24	12.5
274	86°47'55"	12.525	12.525	12.5
275	249°42'55"	17.835	17.835	12.5
276	260°31'55"	15.715	15.715	12.5
277	259°39'45"	1.4	1.4	4.0
278	255°28'55"	6.395	6.395	33.9
279	207°17'55"	4.245	4.245	89.0
280	185°31'05"	20.485	20.473	89.0
281	174°25'55"	40.395	40.382	89.0
282	305°14'55"	5		
283	226°40'25"	4.245	4.245	89.0
284	213°20'55"	7.461	7.461	89.0
285	234°52'55"	24.305	24.305	89.0
286	244°53'40"	14.5	14.5	89.0
287	249°47'25"	1.47	1.47	200.0
288	75°31'55"	16.9	16.9	100.0
289	270°35'	12.695	12.695	26.5
290	270°35'	10.335	10.335	12.5
291	131°08'55"	6.24	6.24	12.5
292	86°47'55"	12.525	12.525	12.5
293	249°42'55"	17.835	17.835	12.5
294	260°31'55"	15.715	15.715	12.5
295	259°39'45"	1.4	1.4	4.0
296	255°28'55"	6.395	6.395	33.9
297	207°17'55"	4.245	4.245	89.0
298	185°31'05"	20.485	20.473	89.0
299	174°25'55"	40.395	40.382	89.0
300	305°14'55"	5		

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	TYPE	ORIGIN
A	281°05'	5.00 ± 12.03	DIMV4	DP IN4987
B	140°25'	4.97 ± 11.395	DIMV4	DP IN4987
C	320°10'	17.55	SSM IN4987	DP IN4987
D	246°10'00"	4.97 ± 11.395	SSM IN4987	DP IN4987
E	181°40'25"	0.905	SSM IN4987	DP IN4987
F	274°40'25"	1.405 ± 12.03	DIMV4	DP IN4987
G	249°47'25"	1.47	DIMV4	DP IN4987
H	140°25'	3.295 ± 11.395	DIMV4	DP IN4987
I	140°25'	3.295 ± 11.395	DIMV4	DP IN4987
J	70°13'	5.34	SSM IN4987	DP IN4987
K	310°40'40"	17.55	SSM IN4987	DP IN4987
L	310°40'40"	6.515	SSM IN4987	DP IN4987
M	185°32'25"	1.405	SSM IN4987	DP IN4987
N	185°32'25"	3.36 ± 11.725	DIMV4	DP IN4987
P	137°49'20"	3.635 ± 15.575	DIMV4	DP IN4987
Q	174°40'25"	15.75	DIMV4	DP IN4987
R	174°40'25"	6.09 ± 20.295	DIMV4	DP IN4987
S	274°40'25"	1.47 ± 11.395	DIMV4	DP IN4987
T	274°40'25"	1.47 ± 11.395	DIMV4	DP IN4987

DP1153030

14.12.2010

Camden

ORAN PARK

Subdivision No. 48 OF 2010

Lot 1189 IN DP 1149188

PAUL MICHAEL DALY

18-08-2010

04020 TT (55) DP phase 4

DIAGRAM H

1604

NOT TO SCALE

Regd: R080918 / Dec: DP 1153030 P / Rev: 14-Dec-2010 / Stg: SC OK / Pct: 01-Feb-2016 12:45 / Pgs: ALL / Seq: 3 of 5

ePlan

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

(Sheet 1 of 6 Sheets)

Plan:
DP1153030

Full name and address of
 the owner of the land

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

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

PART 1 (Creation)

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

ePlan
(Sheet 2 of 6 Sheets)

Plan:
DP1153030

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

PART 1 (Release)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be released and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Underground Cables 1 Wide (DP 1149187)	1189 Lot 11 in DP1149185- 1149188	Integral Energy Australia

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

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

CAMDEN COUNCIL

Terms of easement numbered 2 in the plan.

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

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

CAMDEN COUNCIL

Terms of positive covenant numbered 3 in the plan.

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

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

CAMDEN COUNCIL

[Handwritten signatures and initials]

ePlan
(Sheet 3 of 6 Sheets)

Plan:

DP1153030

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

PART 2 (Terms)(Continued)

Terms of restriction numbered 4 in the plan.

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

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

CAMDEN COUNCIL

Terms of restriction numbered 5 in the plan.

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

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

CAMDEN COUNCIL



ePlan
(Sheet 4 of 6 Sheets)

Plan:

DP1153030

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

PART 2 (Terms)(Continued)

Terms of restriction numbered 6 in the plan.

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

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

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

GREENFIELDS DEVELOPMENT COMPANY

Terms of restriction numbered 7 in the plan.

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

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

GREENFIELDS DEVELOPMENT COMPANY

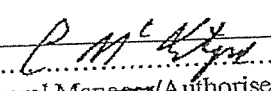
Terms of restriction numbered 8 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden


General Manager/Authorised Person

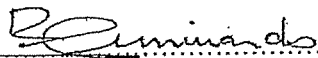
ePlan
(Sheet 5 of 6 Sheets)

Plan:
DP1153030

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

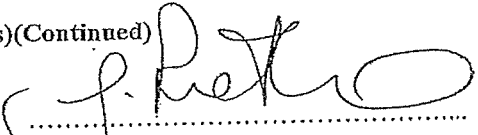
PART 2 (Terms)(Continued)

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


.....
Signature of witness

Ray Simmonds
.....

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


.....
Signature of Attorney
Geoff Riethmuller
Network Property Manager

29 September 2010
.....
Date of execution

URS 10870

ePlan
(Sheet 6 of 6 Sheets)

Plan:
DP1153030

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

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: *Joe Buda*

Print Name: Joe Buda

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

Signature: *Ralph Stuart Bruce*

Print Name: RALPH STUART BRUCE

Office Held: P of A 4586 No.836

Signed by Greenfields Development Company Pty Ltd

Signature: *Joe Buda*

Print Name: Joe Buda

Office Held: P of A 4558 No.71

Signature: *Ralph Stuart Bruce*

Print Name: Ralph Stuart Bruce

Office Held: P of A 4558 No.71

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

Signature: *Matthew John Beggs*

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

SIGNATURES, SEALS and STATEMENTS of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants. PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE : 1. RESTRICTION ON THE USE OF LAND	Office Use Only DP1159094														
Use PLAN FORM 6A for additional certificates, signatures, seals and statements	Registered: 6.1.2011 Office Use Only Title System: TORRENS Purpose: SUBDIVISION														
Crown Lands NSW/Western Lands Office Approval Iin approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given Signature: Date: File Number: Office:	PLAN OF SUBDIVISION OF LOT 992 IN DP 1149179 & LOT 3155 IN DP 1159092														
Subdivision Certificate I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to: the proposed <u>SUBDIVISION</u> set out herein (insert "subdivision" or "new road") * Authorised Person/General Manager/Accredited Certifier Consent Authority: <u>CAMDEN COUNCIL</u> Date of Endorsement: <u>22 DEC 2010</u> Accreditation no: Subdivision Certificate no: <u>52/2010</u> File no: <u>DA1176/2010</u> * Strike through inapplicable parts.	L.G.A.: CAMDEN Locality: ORAN PARK Parish: COOK County: CUMBERLAND														
Surveying Certificate I <u>PAUL MICHAEL DALY</u> of <u>JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN</u> a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: <u>07-12-2010</u> The survey relates to <u>LOTS 994, 995 & 997 - PT LOT 996 COMPILED</u> (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey) Signature <u></u> Dated: <u>07-12-2010</u> Surveyor registered under the Surveying and Spatial Information Act 2002 Datum Line: <u>'X'-'Y'</u> Type: <u>Urban/Rural</u>	Plans used in the preparation of survey/compilation <table style="width:100%;"> <tr> <td>DP 1130969</td> <td>DP 1151500</td> </tr> <tr> <td>DP 1137245</td> <td>DP 1153029</td> </tr> <tr> <td>DP 1145623</td> <td>DP 1153030</td> </tr> <tr> <td>DP 1149179</td> <td>DP 1159092</td> </tr> <tr> <td>DP 1149187</td> <td></td> </tr> <tr> <td>DP 1149188</td> <td></td> </tr> <tr> <td>DP 1149191</td> <td></td> </tr> </table> (if insufficient space use Plan Form 6A annexure sheet)	DP 1130969	DP 1151500	DP 1137245	DP 1153029	DP 1145623	DP 1153030	DP 1149179	DP 1159092	DP 1149187		DP 1149188		DP 1149191	
DP 1130969	DP 1151500														
DP 1137245	DP 1153029														
DP 1145623	DP 1153030														
DP 1149179	DP 1159092														
DP 1149187															
DP 1149188															
DP 1149191															
SURVEYOR'S REFERENCE: 04320TR9(PDP4)DP (ISSUE C)															

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

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

Office Use Only

DP1159094

Registered: 6.1.2011



Office Use Only

Subdivision Certificate No: 53/2010

Date of Endorsement: 22 DEC 2010

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: Mark Perich

Signature: Ralph Bruce

Print Name: Mark Perich

Print Name: Ralph Bruce

Office Held PoFA Book 4586
No. 836

Office Held PoFA Book 4586 Book 836
Regd 27/03/2010

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

Signature: [Signature]

[Signature]

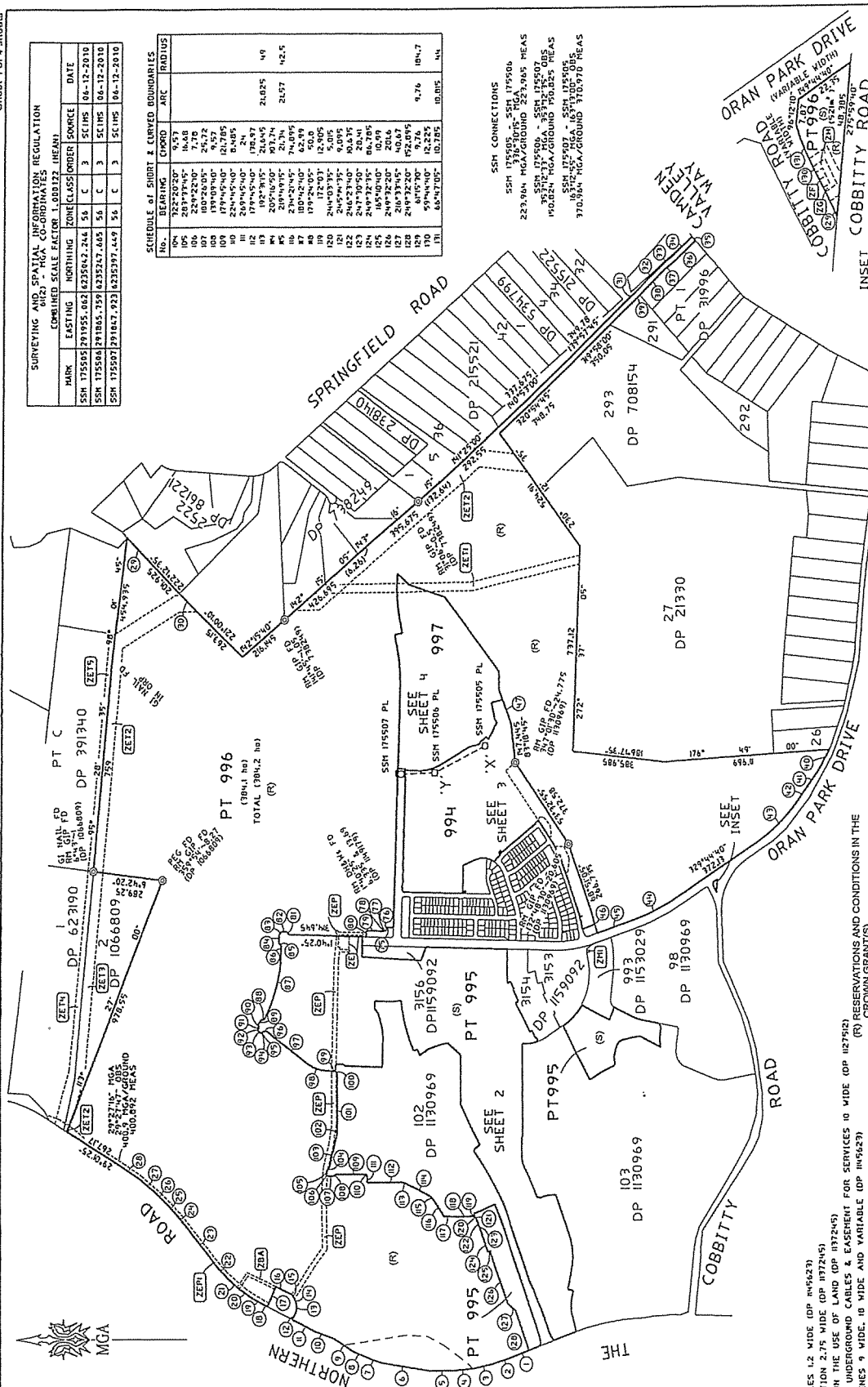
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SURVEYING AND SPATIAL INFORMATION REGULATION ACT, 2012 - HQA CO-ORDINATES						
COMBINED SCALE FACTOR 1.000122 (HEAM)						
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110	724°50'00"	46.72		
111	725°10'40"	56.72		
112	725°30'40"	66.72		
113	725°50'40"	76.72		
114	726°10'40"	86.72		
115	726°30'40"	96.72		
116	726°50'40"	106.72		
117	727°10'40"	116.72		
118	727°30'40"	126.72		
119	727°50'40"	136.72		
120	728°10'40"	146.72		
121	728°30'40"	156.72		
122	728°50'40"	166.72		
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154	739°30'40"	486.72		
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166	743°30'40"	606.72		
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169	744°30'40"	636.72		
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181	748°30'40"	756.72		
182	748°50'40"	766.72		
183	749°10'40"	776.72		
184	749°30'40"	786.72		
185	749°50'40"	796.72		
186	750°10'40"	806.72		
187	750°30'40"	816.72		
188	750°50'40"	826.72		
189	751°10'40"	836.72		
190	751°30'40"	846.72		
191	751°50'40"	856.72		
192	752°10'40"	866.72		
193	752°30'40"	876.72		

SSM CONNECTIONS

SSM 175505	- SSM 175506
353712.73	MGA/GROUND 172.965 MEAS
SSM 175507	- SSM 175507
353712.73	MGA 353712.73- OBS
150.024	MGA/GROUND 150.025 MEAS
SSM 175507	- SSM 175505
163712.45	MGA 163713.00- OBS
3370.94	MGA/GROUND 370.970 MEAS



2C	EASEMENT FOR UNDERGROUND CABLES .12 WIDE (DP #H5229)
2D	EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (DP #H3724)
2E	-RESTRICTION SITE- RESTRICTION ON THE USE OF LAND (DP #H682)
2F	RIGHT OF ACCESS, EASEMENT FOR UNDERGROUND CABLES & OVERHEAD POWERLINES .12 WIDE, 18 WIDE AND 18 WIDE
2GA	EASEMENT FOR OVERHEAD POWERLINES .9 WIDE, 18 WIDE AND 18 WIDE
2GB	EASEMENT FOR OVERHEAD POWERLINES (DP #H5958)
2GC	EASEMENT FOR TRANSMISSION LINE (.K256648)
2GD	EASEMENT FOR TRANSMISSION LINE (.K707080)
2GE	EASEMENT FOR TRANSMISSION LINE (BM 3700 H#690)
2GF	EASEMENT FOR TRANSMISSION LINE (BK #487 N#925)
2GHA	EASEMENT FOR TRANSMISSION LINE (SBK 3447)
2GHB	EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING
2GI	EASEMENT .1 WIDE (DP #J53029)

Surveyor: PAUL MICHAEL DALY	PLAN OF
Date of Survey: 07-12-2010	
Surveyor's Ref: 04320TR0 (PDP4)DP (ISSUE C)	

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

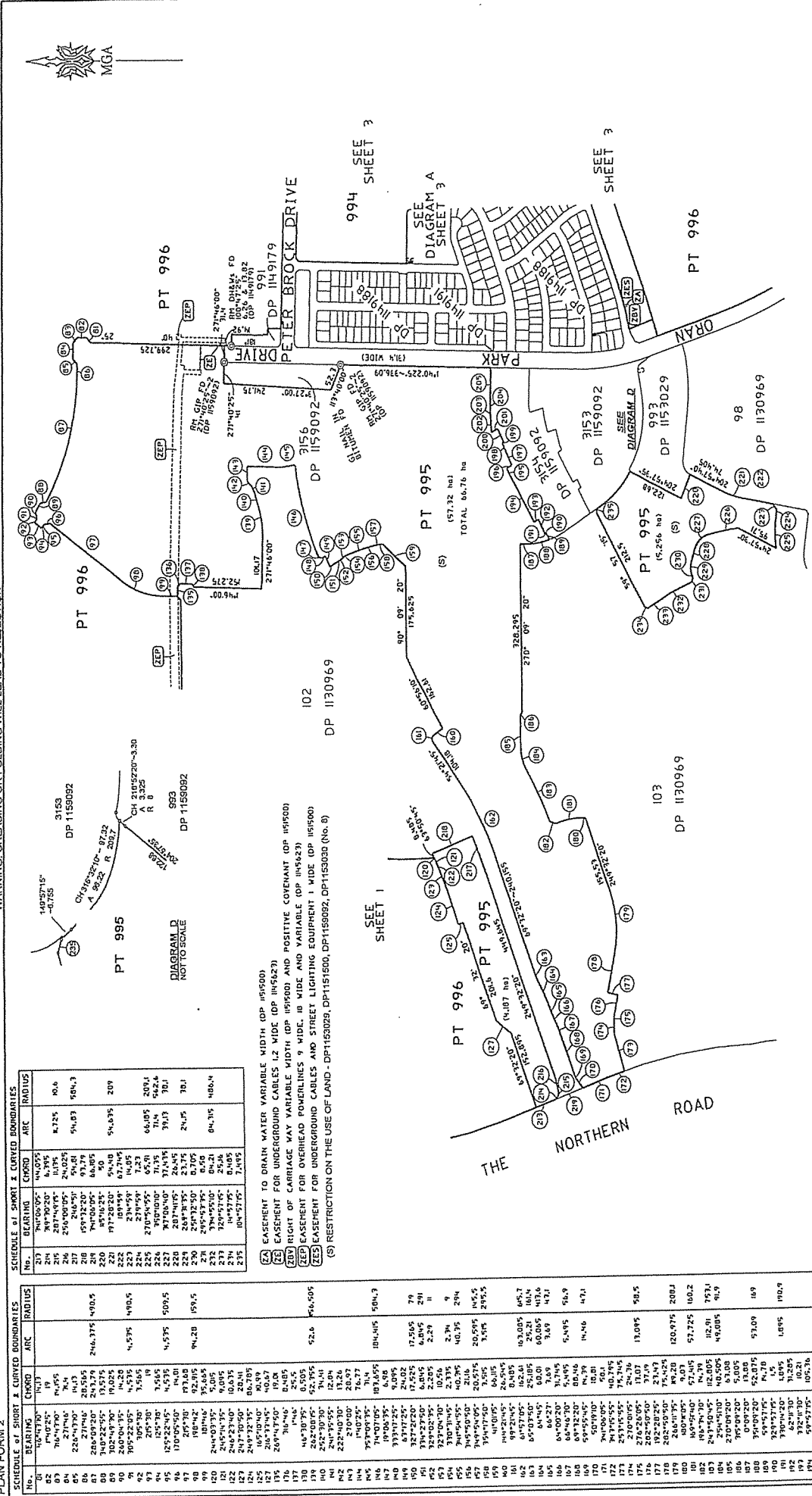
LLGA: CAMDEN
Locality: ORAN PARK
Substation No: 53/2010

Registered: 6.1.2011

⑤ DP1159094

INSECT
NOT TO SCALE

EQUIPMENT : WIDE (DP 115029)



195	61°34'25"	194	61°34'25"	193	61°34'25"	192	61°34'25"	191	61°34'25"	190	61°34'25"	189	61°34'25"	188	61°34'25"	187	61°34'25"	186	61°34'25"	185	61°34'25"	184	61°34'25"	183	61°34'25"	182	61°34'25"	181	61°34'25"	180	61°34'25"	179	61°34'25"	178	61°34'25"	177	61°34'25"	176	61°34'25"	175	61°34'25"	174	61°34'25"	173	61°34'25"	172	61°34'25"	171	61°34'25"	170	61°34'25"	169	61°34'25"	168	61°34'25"	167	61°34'25"	166	61°34'25"	165	61°34'25"	164	61°34'25"	163	61°34'25"	162	61°34'25"	161	61°34'25"	160	61°34'25"	159	61°34'25"	158	61°34'25"	157	61°34'25"	156	61°34'25"	155	61°34'25"	154	61°34'25"	153	61°34'25"	152	61°34'25"	151	61°34'25"	150	61°34'25"	149	61°34'25"	148	61°34'25"	147	61°34'25"	146	61°34'25"	145	61°34'25"	144	61°34'25"	143	61°34'25"	142	61°34'25"	141	61°34'25"	140	61°34'25"	139	61°34'25"	138	61°34'25"	137	61°34'25"	136	61°34'25"	135	61°34'25"	134	61°34'25"	133	61°34'25"	132	61°34'25"	131	61°34'25"	130	61°34'25"	129	61°34'25"	128	61°34'25"	127	61°34'25"	126	61°34'25"	125	61°34'25"	124	61°34'25"	123	61°34'25"	122	61°34'25"	121	61°34'25"	120	61°34'25"	119	61°34'25"	118	61°34'25"	117	61°34'25"	116	61°34'25"	115	61°34'25"	114	61°34'25"	113	61°34'25"	112	61°34'25"	111	61°34'25"	110	61°34'25"	109	61°34'25"	108	61°34'25"	107	61°34'25"	106	61°34'25"	105	61°34'25"	104	61°34'25"	103	61°34'25"	102	61°34'25"	101	61°34'25"	100	61°34'25"	99	61°34'25"	98	61°34'25"	97	61°34'25"	96	61°34'25"	95	61°34'25"	94	61°34'25"	93	61°34'25"	92	61°34'25"	91	61°34'25"	90	61°34'25"	89	61°34'25"	88	61°34'25"	87	61°34'25"	86	61°34'25"	85	61°34'25"	84	61°34'25"	83	61°34'25"	82	61°34'25"	81	61°34'25"	80	61°34'25"	79	61°34'25"	78	61°34'25"	77	61°34'25"	76	61°34'25"	75	61°34'25"	74	61°34'25"	73	61°34'25"	72	61°34'25"	71	61°34'25"	70	61°34'25"	69	61°34'25"	68	61°34'25"	67	61°34'25"	66	61°34'25"	65	61°34'25"	64	61°34'25"	63	61°34'25"	62	61°34'25"	61	61°34'25"	60	61°34'25"	59	61°34'25"	58	61°34'25"	57	61°34'25"	56	61°34'25"	55	61°34'25"	54	61°34'25"	53	61°34'25"	52	61°34'25"	51	61°34'25"	50	61°34'25"	49	61°34'25"	48	61°34'25"	47	61°34'25"	46	61°34'25"	45	61°34'25"	44	61°34'25"	43	61°34'25"	42	61°34'25"	41	61°34'25"	40	61°34'25"	39	61°34'25"	38	61°34'25"	37	61°34'25"	36	61°34'25"	35	61°34'25"	34	61°34'25"	33	61°34'25"	32	61°34'25"	31	61°34'25"	30	61°34'25"	29	61°34'25"	28	61°34'25"	27	61°34'25"	26	61°34'25"	25	61°34'25"	24	61°34'25"	23	61°34'25"	22	61°34'25"	21	61°34'25"	20	61°34'25"	19	61°34'25"	18	61°34'25"	17	61°34'25"	16	61°34'25"	15	61°34'25"	14	61°34'25"	13	61°34'25"	12	61°34'25"	11	61°34'25"	10	61°34'25"	9	61°34'25"	8	61°34'25"	7	61°34'25"	6	61°34'25"	5	61°34'25"	4	61°34'25"	3	61°34'25"	2	61°34'25"	1	61°34'25"	0	61°34'25"	195	61°34'25"	194	61°34'25"	193	61°34'25"	192	61°34'25"
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195	61°34'25"	194	61°34'25"	193	61°34'25"	192	61°34'25"	191	61°34'25"	190	61°34'25"	189	61°34'25"	188	61°34'25"	187	61°34'25"	186	61°34'25"	185	61°34'25"	184	61°34'25"	183	61°34'25"	182	61°34'25"	181	61°34'25"	180	61°34'25"	179	61°34'25"	178	61°34'25"	177	61°34'25"	176	61°34'25"	175	61°34'25"	174	61°34'25"	173	61°34'25"	172	61°34'25"	171	61°34'25"	170	61°34'25"	169	61°34'25"	168	61°34'25"	167	61°34'25"	166	61°34'25"	165	61°34'25"	164	61°34'25"	163	61°34'25"	162	61°34'25"	161	61°34'25"	160	61°34'25"	159	61°34'25"	158	61°34'25"	157	61°34'25"	156	61°34'25"	155	61°34'25"	154	61°34'25"	153	61°34'25"	152	61°34'25"	151	61°34'25"	150	61°34'25"	149	61°34'25"	148	61°34'25"	147	61°34'25"	146	61°34'25"	145	61°34'25"	144	61°34'25"	143	61°34'25"	142	61°34'25"	141	61°34'25"	140	61°34'25"	139	61°34'25"	138	61°34'25"	137	61°34'25"	136	61°34'25"	135	61°34'25"	134	61°34'25"	133	61°34'25"	132	61°34'25"	131	61°34'25"	130	61°34'25"	129	61°34'25"	128	61°34'25"	127	61°34'25"	126	61°34'25"	125	61°34'25"	124	61°34'25"	123	61°34'25"	122	61°34'25"	121	61°34'25"	120	61°34'25"	119	61°34'25"	118	61°34'25"	117	61°34'25"	116	61°34'25"	115	61°34'25"	114	61°34'25"	113	61°34'25"	112	61°34'25"	111	61°34'25"	110	61°34'25"	109	61°34'25"	108	61°34'25"	107	61°34'25"	106	61°34'25"	105	61°34'25"	104	61°34'25"	103	61°34'25"	102	61°34'25"	101	61°34'25"	100	61°34'25"	99	61°34'25"	98	61°34'25"	97	61°34'25"	96	61°34'25"	95	61°34'25"	94	61°34'25"	93	61°34'25"	92	61°34'25"	91	61°34'25"	90	61°34'25"	89	61°34'25"	88	61°34'25"	87	61°34'25"	86	61°34'25"	85	61°34'25"	84	61°34'25"	83	61°34'25"	82	61°34'25"	81	61°34'25"	80	61°34'25"	79	61°34'25"	78	61°34'25"	77	61°34'25"	76	61°34'25"	75	61°34'25"	74	61°34'25"	73	61°34'25"	72	61°34'25"	71	61°34'25"	70	61°34'25"	69	61°34'25"	68	61°34'25"	67	61°34'25"	66	61°34'25"	65	61°34'25"	64	61°34'25"	63	61°34'25"	62	61°34'25"	61	61°34'25"	60	61°34'25"	59	61°34'25"	58	61°34'25"	57	61°34'25"	56	61°34'25"	55	61°34'25"	54	61°34'25"	53	61°34'25"	52	61°34'25"	51	61°34'25"	50	61°34'25"	49	61°34'25"	48	61°34'25"	47	61°34'25"	46	61°34'25"	45	61°34'25"	44	61°34'25"	43	61°34'25"	42	61°34'25"	41	61°34'25"	40	61°34'25"	39	61°34'25"	38	61°34'25"	37	61°34'25"	36	61°34'25"	35	61°34'25"	34	61°34'25"	33	61°34'25"	32	61°34'25"	31	61°34'25"	30	61°34'25"	29	61°34'25"	28	61°34'25"	27	61°34'25"	26	61°34'25"	25	61°34'25"	24	61°34'25"	23	61°34'25"	22	61°34'25"	21	61°34'25"	20	61°34'25"	19	61°34'25"	18	61°34'25"	17	61°34'25"	16	61°34'25"	15	61°34'25"	14	61°34'25"	13	61°34'25"	12	61°34'25"	11	61°34'25"	10	61°34'25"	9	61°34'25"	8	61°34'25"	7	61°34'25"	6	61°34'25"	5	61°34'25"	4	61°34'25"	3	61°34'25"	2	61°34'25"	1	61°34'25"	0	61°34'25"	195	61°34'25"	194	61°34'25"	193	61°34'25"	192	61°34'25"
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195	61°34'25"	194	61°34'25"	193	61°34'25"	192	61°34'25"	191	61°34'25"	190	61°34'25"	189	61°34'25"	188	61°34'25"	187	61°34'25"	186	61°34'25"	185	61°34'25"	184	61°34'25"	183	61°34'25"	182	61°34'25"	181	61°34'25"	180	61°34'25"	179	61°34'25"	178	61°34'25"	177	61°34'25"	176	61°34'25"	175	61°34'25"	174	61°34'25"	173	61°34'25"	172	61°34'25"	171	61°34'25"	170	61°34'25"	169	61°34'25"	168	61°34'25"	167	61°34'25"	166	61°34'25"	165	61°34'25"	164	61°34'25"	163	61°34'25"	162	61°34'25"	161	61°34'25"	160	61°34'25"	159	61°34'25"	158	61°34'25"	157	61°34'25"	156	61°34'25"	155	61°34'25"	154	61°34'25"	153	61°34'25"	152	61°34'25"	151	61°34'25"	150	61°34'25"	149	61°34'25"	148	61°34'25"	147	61°34'25"	146	61°34'25"	145	61°34'25"	144	61°34'25"	143	61°34'25"	142	61°34'25"	141	61°34'25"	140	61°34'25"	139	61°34'25"	138	61°34'25"	137	61°34'25"	136	61°34'25"	135	61°34'25"	134	61°34'25"	133	61°34'25"	132	61°34'25"	131	61°34'25"	130	61°34'25"	129	61°34'25"	128	61°34'25"	127	61°34'25"	126	61°34'25"	125	61°34'25"	124	61°34'25"	123	61°34'25"	122	61°34'25"	121	61°34'25"	120	61°34'25"	119	61°34'25"	118	61°34'25"	117	61°34'25"	116	61°34'25"	115	61°34'25"	114	61°34'25"	113	61°34'25"	112	61°34'25"	111	61°34'25"	110	61°34'25"	109	61°34'25"	108	61°34'25"	107	61°34'25"	106	61°34'25"	105	61°34'25"	104	61°34'25"	103	61°34'25"	102	61°34'25"	101	61°34'25"	100	61°34'25"	99	61°34'25"	98	61°34'25"	97	61°34'25"	96	61°34'25"	95	61°34'25"	94	61°34'25"	93	61°34'25"	92	61°34'25"	91	61°34'25"	90	61°34'25"	89	61°34'25"	88	61°34'25"	87	61°34'25"	86	61°34'25"	85	61°34'25"	84	61°34'25"	83	61°34'25"	82	61°34'25"	81	61°34'25"	80	61°34'25"	79	61°34'25"	78	61°34'25"	77	61°34'25"	76	61°34'25"	75	61°34'25"	74	61°34'25"	73	61°34'25"	72	61°34'25"	71	61°34'25"	70	61°34'25"	69	61°34'25"	68	61°34'25"	67	61°34'25"	66	61°34'25"	65	61°34'25"	64	61°34'25"	63	61°34'25"	62	61°34'25"	61	61°34'25"	60	61°34'25"	59	61°34'25"	58	61°34'25"	57	61°34'25"	56	61°34'25"	55	61°34'25"	54	61°34'25"	53	61°34'25"	52	61°34'25"	51	61°34'25"	50	61°34'25"	49	61°34'25"	48	61°34'25"	47	61°34'25"	46	61°34'25"	45	61°34'25"	44	61°34'25"	43	61°34'25"	42	61°34'25"	41	61°34'25"	40	61°34'25"	39	61°34'25"	38	61°34'25"	37	61°34'25"	36	61°34'25"	35	61°34'25"	34	61°34'25"	33	61°34'25"	32	61°34'25"	31	61°34'25"	30	61°34'25"	29	61°34'25"	28	61°34'25"	27	61°34'25"	26	61°34'25"	25	61°34'25"	24	61°34'25"	23	61°34'25"	22	61°34'25"	21	61°34'25"	20	61°34'25"	19	61°34'25"	18	61°34'25"	17	61°34'25"	16	61°34'25"	15	61°34'25"	14	61°34'25"	13	61°34'25"	12	61°34'25"	11	61°34'25"	10	61°34'25"	9	61°34'25"	8	61°34'25"	7	61°34'25"	6	61°34'25"	5	61°34'25"	4	61°34'25"	3	61°34'25"	2	61°34'25"	1	61°34'25"	0	61°34'25"	195	61°34'25"	194	61°34'25"	193	61°34'25"	192	61°34'25"
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195	61°34'25"	194	61°34'25"	193	61°34'25"	192	61°34'25"	
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Req:R419930 /Doc:1
Ref:148035 /Src:M



SCHEDULE of SAGITT & CURVED BOUNDARIES				
NO.	BEARING	CHORD	ARC	RADIUS
49	0°55'30"	133.97	134.26	505.0
50	0°44'15"	153.4	154.05	504.3
51	7°37'15"0"	17.755	17.83	56.05
52	20°57'30"0"	7.755	7.775	6.3
53	18°00'00"0"	7.755	7.775	6.3
54	210°44'35"	25.545	25.545	6.3
55	315°45'05"	3.82	3.815	6.3
56	315°45'05"	3.82	3.815	6.3
57	2°40'00"0"	14.395	14.395	6.3
58	16°01'25"	14.395	14.395	6.3
59	322°00'05"	14.395	14.395	6.3
60	18°42'00"0"	14.395	14.395	6.3
61	318°17'20"	22.865	22.865	6.3
62	318°17'20"	22.865	22.865	6.3
63	318°17'20"	22.865	22.865	6.3
64	318°17'20"	22.865	22.865	6.3
65	318°17'20"	22.865	22.865	6.3
66	318°17'20"	22.865	22.865	6.3
67	318°17'20"	22.865	22.865	6.3
68	318°17'20"	22.865	22.865	6.3
69	318°17'20"	22.865	22.865	6.3
70	318°17'20"	22.865	22.865	6.3
71	318°17'20"	22.865	22.865	6.3
72	318°17'20"	22.865	22.865	6.3
73	318°17'20"	22.865	22.865	6.3
74	318°17'20"	22.865	22.865	6.3

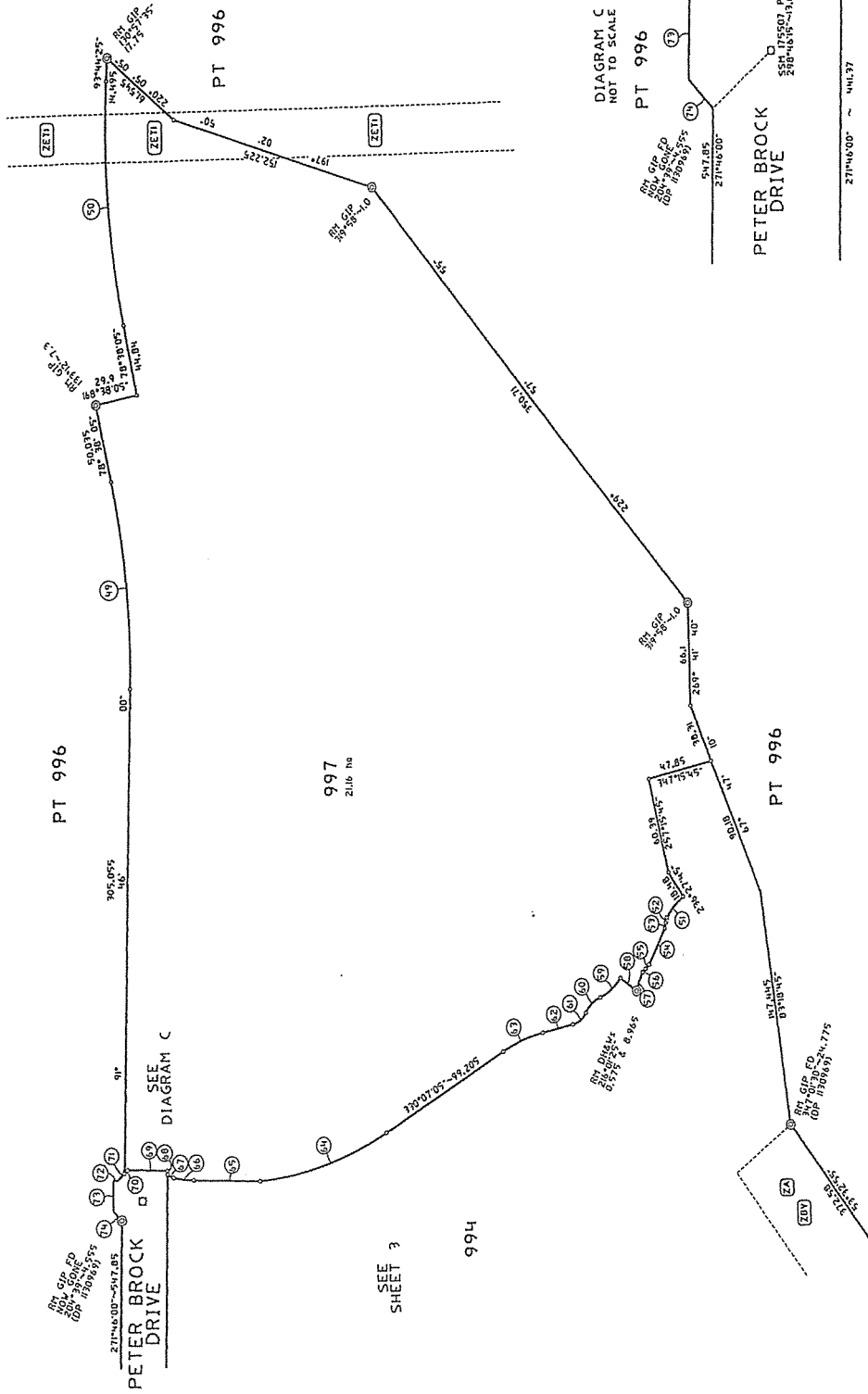
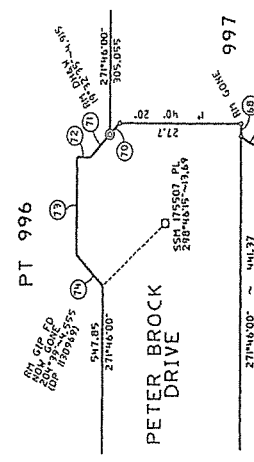


DIAGRAM C
NOT TO SCALE



- (2A) EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP 115500)
- (2B) RIGHT OF CARRIAGE WAY VARIABLE WIDTH (DP 115500) AND POSITIVE COVENANT (DP 115500)
- (2C) EASEMENT FOR TRANSMISSION LINE (W37648)

DP1159094

Registered:
6.1.2011

LOCAL: CAMDEN
Locality: ORAN PARK
Subdivision No: 53/2010
Lengths are in metres, Reduction Ratio: 1:2000

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

SURVEYOR: PAUL MICHAEL DALY
Date of Survey: 07-12-2010
Survey's Ref: 043207TR0(PDP-4)DP (ISSUE C)



ePlan

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

(Sheet 1 of 2 Sheets)

Plan: **DP1159094**

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

Full name and address of
the owner of the land

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

PART 1 (Creation)

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

PART 2 (Terms)

Terms of restriction numbered 1 in the plan.

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

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

Approved by the Council of Camden

.....
General Manager/Authorised Person

ePlan

(Sheet 2 of 2 Sheets)

Plan: **DP1159094**

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

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: *Mark Perich*

Print Name: Mark Perich

Office Held: P of A 4586 No.836

Signature: *Ralph Bruce*

Print Name: Ralph Bruce

Office Held: P of A 4586 No.836

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

Signature: *[Signature]*

REGISTERED



6.1.2011

CM

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

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

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

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

Office Use Only

DP1169698

Registered: 22-12-2011

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

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

L.G.A.: CAMDEN

Locality: ORAN PARK

Parish: COOK

County: CUMBERLAND

Survey Certificate

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

The survey relates to
LOTS 9001 TO 9011

PART LOTS 9010 & 9011 COMPILED

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

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

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

Subdivision Certificate

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

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

* Authorised Person/General Manager/Accredited Officer

Consent Authority: Camden Council
Date of Endorsement: 16th November 2011
Accreditation no: 50 of 2011
Subdivision Certificate no: DA10617/2011
File no: DA10617/2011

* Strike through inapplicable parts.

Plans used in the preparation of survey/compilation

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

If space is insufficient use PLAN FORM 6A annexure sheet

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

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

Office Use Only

DP1169698

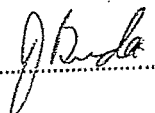
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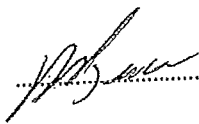
Registered:  22-12-2011

Subdivision Certificate No: 50 of 2011

Date of Endorsement: 16th November 2011

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature: 

Signature: 

Print Name: JOE BUDA

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

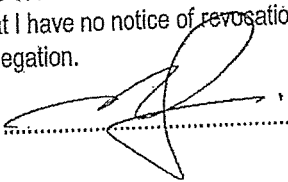
Print Name: Ralph Bruce

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

Office Held

Office Held

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

Signature: 

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

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

Office Use Only

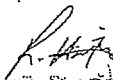
DP1169698

Office Use Only

Registered:  22-12-2011

Subdivision Certificate No: 50 of 2011

Date of Endorsement: 16th November 2011

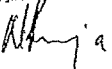

Westpac Banking Corporation

ABN 33 007 457 141

Under Power of Attorney Book 4299 No. 332

By: RUMANA HABIB

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

Signature of Witness: 

Name of Witness:

NIVI PUNJA

Address of Witness:

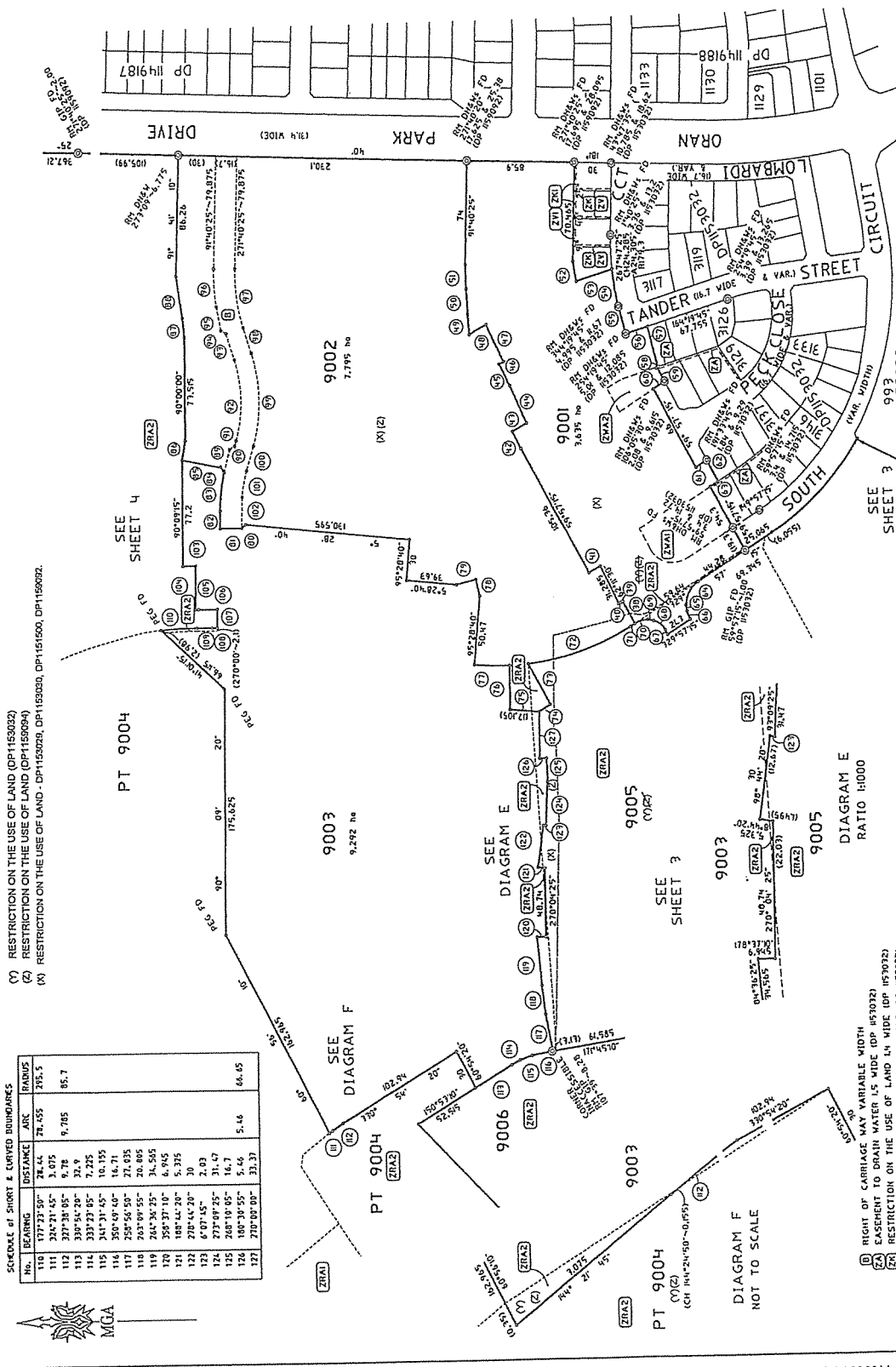
BANK OFFICER
NSW SERVICE CENTRE
1 KING ST. CONCORD WEST

Surveyor's Reference:

04320(PDP5)DP

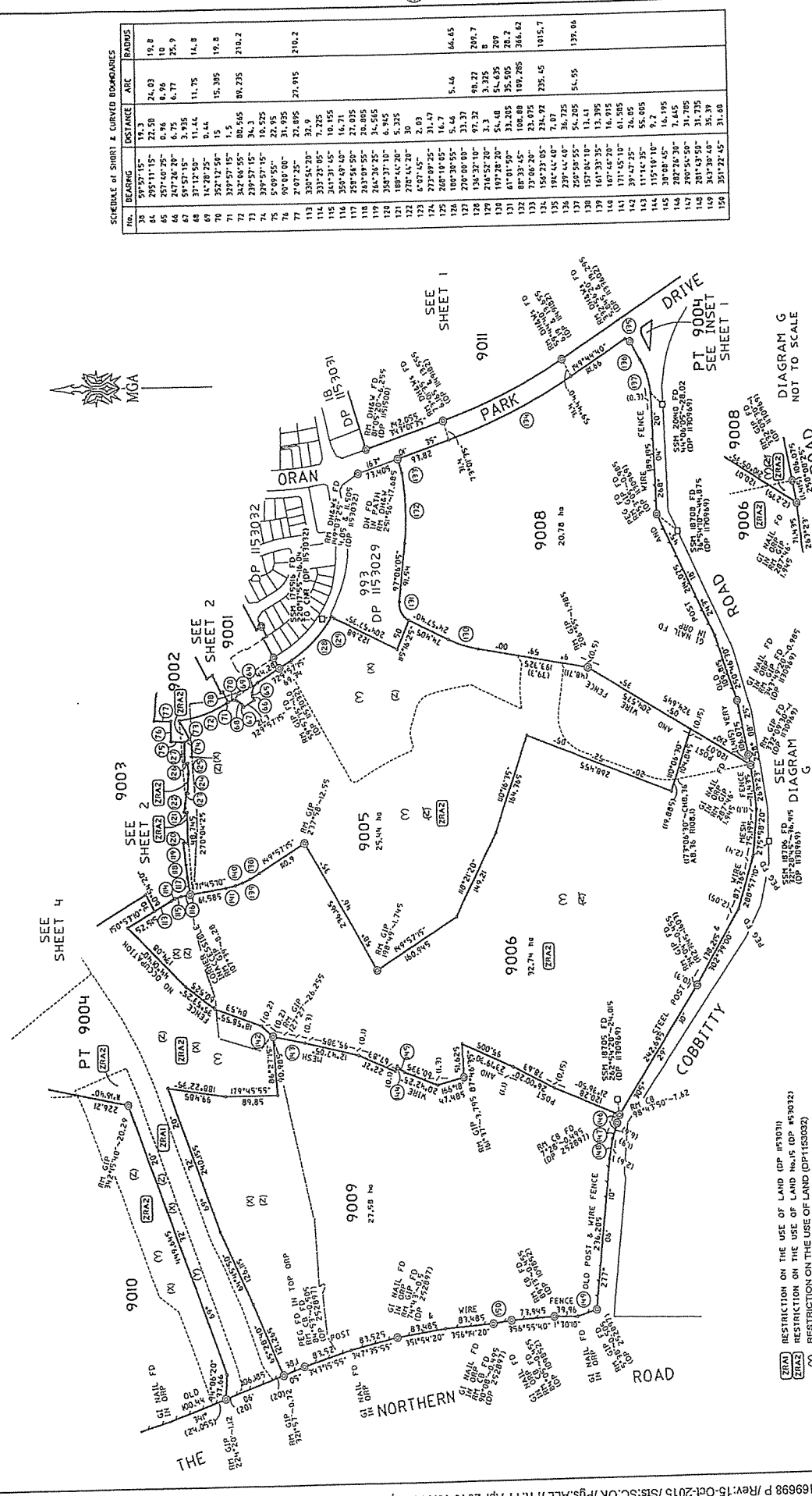
(ISSUE A)

STATION	DEPARTING	ARRIVING	DISTANCE	ARE.	RAIDERS
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92	229°57'15"	19.3	1.5		
93	229°57'15"	19.3	1.5		
94	229°57'15"	19.3	1.5		
95	229°57'15"	19.3	1.5		
96	229°57'15"	19.3	1.5		
97	229°57'15"	19.3	1.5		
98	229°57'15"	19.3	1.5		
99	229°57'15"	19.3	1.5		
100	229°57'15"	19.3	1.5		



Registered:
22-12-2011

DP1169698



RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698)	PLAN OF SUBDIVISION OF 130969 LOTS 98 & 102 IN DP 1153032, LOTS 3100 & 3154 IN DP 1153032, LOT 3156 IN DP 1153032, LOTS 998 & 999 IN DP 1164435	LOCAL: CAMDEN LOCALITY: ORAN PARK Subdivision No. 50 of 2011 Lengths are in meters, Reduction factor: 1:4000	Registered: 22-12-2011	DP1169698
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Surveyor: PAUL MICHAEL DAILY Date of Survey: 28-10-2011 Surveyor Ref: 04320(PDS)DP (issue 0)	RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698)	RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698)	RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698) RESTRICTION ON THE USE OF LAND (DP 1169698)
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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919, as amended

ePlan

(Sheet 1 of 2 Sheets)

Plan: **DP1169698**

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

Full name and address of
the owner of the land

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

PART 1 (Creation)

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

PART 2 (Terms)

Terms of easement numbered 1 in the plan.

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

THE REGISTERED PROPRIETOR OF THE BENEFITING LOT

Terms of restriction numbered 2 in the plan.

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

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

CAMDEN COUNCIL

Approved by the Council of Camden

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

ePlan

(Sheet 2 of 2 Sheets)

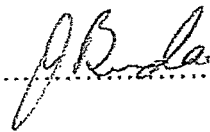
Plan: **DP1169698**

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

PART 2 (Terms)(Continued)

Signed by Leppington Pastoral Company Pty Ltd
ACN 000420404

Signature:

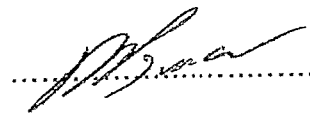


Print Name:

*JOE BUDA
FOR LEPPINGTON PASTORAL COMPANY
P of A: BOOK 4586 No. 836
Reg'd: 23rd MAR 2010*

Office Held:

Signature:



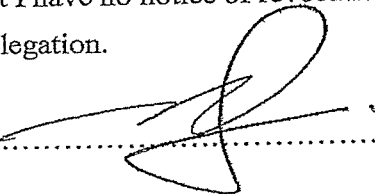
Print Name:

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

Office Held:

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

Signature:

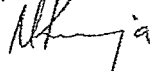


Westpac Banking Corporation
ABN 33 007 457 141
Under Power of Attorney Book 4299 No. 332

By: *RUMANA HABIB*

I certify that the Attorney for the Mortgage, with
whom I am personally acquainted or as to
whose identity I am otherwise satisfied, signed
this *21.11.2011* in my presence.

Signature of Witness:



Name of Witness:

NIVI PUNJA

Address of Witness:

**BANK OFFICER
NSW SERVICE CENTRE
1 KING ST, CONCORD WEST**

REGISTERED



22-12-2011

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

APPLICANT: ISHO LAWYERS, U 2 695 The Horsley
2/695 THE HORSLEY DRIVE
SMITHFIELD NSW 2164

Certificate number: 20234994
Reference number: 1343334
Certificate issue date: 19/08/2025
Certificate fee: \$71.00
Applicant's reference: OLVEN TOMA
Property number: 1176507
Applicant's email: info@isho.com.au

DESCRIPTION OF PROPERTY

Land Description: LOT: 1137 DP: 1218055
Address: **4 Allen 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)

Camden Growth Centre Precincts Development Control Plan, as amended

PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES (SEPPs)

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

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

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

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

PROPOSED LOCAL ENVIRONMENTAL PLANS (LEPs)

No.

DRAFT DEVELOPMENT CONTROL PLANS (DCPs)

Draft Camden Growth Centre Precincts DCP – Housekeeping Amendment

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

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

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

(a) ZONE R2 LOW DENSITY RESIDENTIAL - CAMDEN GROWTH CENTRES PRECINCT PLAN

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

(i) Permitted without consent

Home-based child care; Home occupations

(ii) Permitted with consent

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



dwelling; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings; Veterinary hospitals; Waterbodies (artificial)

(iii) Prohibited

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

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

No.

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

R2 Low Density Residential:

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

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

No.

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

No.

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

No.

3 CONTRIBUTIONS

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

Camden Section 7.11 Contributions Plan – Heavy Haulage 2023

Camden Section 7.12 Development Contributions Plan 2023

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

(a) the name of the region

No



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

No

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

Western Sydney Growth Areas Special Contributions Area

(4) In this section—

continued 7.23 determination means a 7.23 determination that—

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

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

4 COMPLYING DEVELOPMENT

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

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

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

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

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

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

HOUSING CODE

Complying development MAY be carried out on the land

RURAL HOUSING CODE

Complying development MAY be carried out on the land.



LOW RISE HOUSING DIVERSITY CODE

Complying development MAY be carried out on the land.

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

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

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.

Yes.

DISCLAIMER AND CAUTION

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

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

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

Andrew Carfield
General Manager

21 August 2025

Infotrack Pty Limited

Reference number: 8004564511

Property address: 4 Allen St Oran Park NSW 2570

Sewer service diagram is not available

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

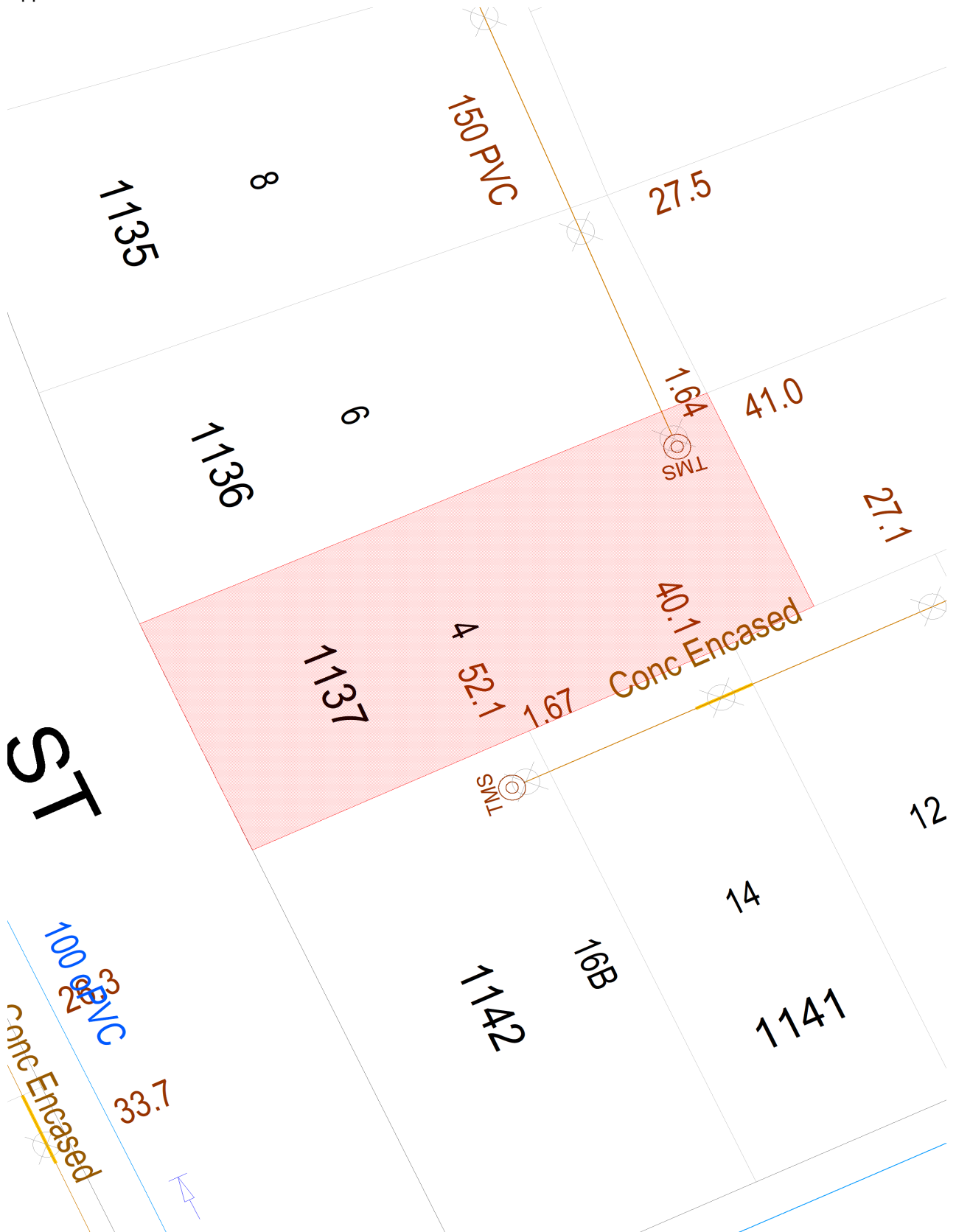
This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

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

Sincerely

The Sydney Water team

Service Location Print
Application Number: 8004564503



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Disclaimer

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

Asset Information

Legend

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

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Pipe Types

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

Further Information

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

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

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

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WHOLE OCCUPATION CERTIFICATE

PRELIMINARIES	
Whole Occupation Certificate No.	OC2025-0815
Subject Property	LOT 1137, DP 1218055, 4 Allen Street, Oran Park
Council Authority	Camden Council
Applicant	Mr Olven Toma
Date of Certificate	16/09/2025
COMPLYING DEVELOPMENT	
Complying Development Consent No:	CDC/18/2021
	Date of Certificate: 01/03/2021
	Authority: Daniel Carroll BDC1789
AREA OF OCCUPANCY	
Building details and area of Occupation	Construction of a Swimming Pool
Building details and area of Occupation	This Whole Occupation Certificate relates only to those building works contained within the approved CDC documentation relating to the Construction of a Swimming Pool and excludes all other works/inconsistencies and existing structures/area on the subject property.
Whole	Whole
BCA Classification (s)	Class 10b
CERTIFYING AUTHORITY	
Accredited by	The Secretary for the Department of Fair Trading – BDC 2277
Statement	- A current Complying Development Certificate is in force for the building work, with respect to its relevant plans, documents and specifications. - The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
Signed	 Kyrillos Ghaly - Registered Building Surveyor – Unrestricted (All Classes) – BDC05067

WHOLE OCCUPATION CERTIFICATE DOCUMENTATION		
APPENDIX	TITLED	DATED
1	Whole Occupation Certificate Application Form	16/09/2025
2	Copy of Mandatory Inspections Report	Various
2	Change of PCA Form	12/09/2025
2	Barrier Compliance Certificate	25/09/2022
2	Plumbers Compliance Certificate	12/02/2021
2	Structural Engineer's Certificate	10/03/2021
2	Swimming Pool Spa Water Recirculation Filtration Certificate	17/05/2021
2	Glass Specification	02/03/2023
2	Pool Registration Application	15/08/2025
2	Steel & Pier Inspection	11/03/2021

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	949f0c59
Property Address:	4 ALLEN STREET ORAN PARK
Date of Registration:	15 August 2025
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground pool

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

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

Please remember:

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

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

This is NOT a Certificate of Compliance