

# Contract for the sale and purchase of land 2019 edition

<b>TERM</b>	<b>MEANING OF TERM</b>	<b>NSW DAN:</b>
vendor's agent	<b>Professionals Narellan &amp; District Studio 9, Shop 10-11/38 Exchange Parade, Smeaton Grange, NSW 2567</b>	<b>Phone: 02 4623 0380 Ref: Marnie Harris</b>
co-agent		
vendor	<b>Sheel Chand Jain C/ - 1, 302 Camden Valley Way, Narellan NSW 2567</b>	
vendor's solicitor	<b>Watson Law Pty Ltd 1, 302 Camden Valley Way, Narellan NSW 2567 PO Box 1012, Narellan NSW 2567</b>	<b>Phone: 02 4647 5526 Ref: KW:TZ:222299 E: samantha@watlaw.com.au</b>
date for completion land (address, plan details and title reference)	<b>42nd day after the contract date 11 Larkham Street, Oran Park, New South Wales 2570 Registered Plan: Lot 5611 Plan DP 1224619 Folio Identifier 5611/1224619</b>	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: shed, smoke/heat detector
exclusions	
purchaser	
purchaser's solicitor	
price	\$
deposit	\$
balance	\$
contract date	

**E:**  
(10% of the price, unless otherwise stated)

(if not stated, the date this contract was made)

buyer's agent

<b>vendor</b>	<b>GST AMOUNT (optional)</b> The price includes GST of: \$	<b>witness</b>
<b>purchaser</b>	<input type="checkbox"/> JOINT TENANTS <input type="checkbox"/> tenants in common <input type="checkbox"/> in unequal shares	<b>witness</b>

**Choices**Vendor agrees to accept a **deposit-bond** (clause 3) NO  yes**Nominated Electronic Lodgment Network (ELN)** (clause 30):

PEXA

**Electronic transaction** (clause 30) no  YES(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or serve *within* 14 days of the contract date):**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 further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.**GSTRW payment (GST residential withholding payment) – further 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 address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

## List of Documents

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

**HOLDER OF STRATA OR COMMUNITY TITLE 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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
  - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
  - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

## WARNINGS

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

<b>APA Group</b> <b>Australian Taxation Office</b> <b>Council</b> <b>County Council</b> <b>Department of Planning, Industry and Environment</b> <b>Department of Primary Industries</b> <b>Electricity and gas</b> <b>Land &amp; Housing Corporation</b> <b>Local Land Services</b>	<b>NSW Department of Education</b> <b>NSW Fair Trading</b> <b>Owner of adjoining land</b> <b>Privacy</b> <b>Public Works Advisory</b> <b>Subsidence Advisory NSW</b> <b>Telecommunications</b> <b>Transport for NSW</b> <b>Water, sewerage or drainage authority</b>
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**If you think that any of these matters affects the property, tell your solicitor.**
2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**
3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**
4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**
5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**
6. **The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.**
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i> );
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

## 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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

### 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 *servicing* 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 *servicing* 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 *servicing* 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.
- 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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 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.
- 16.6 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**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.

**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 *servicing* 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 4.3);

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; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

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 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 *servicing* 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 - 3) 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.

## 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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.

## 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 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –

30.1.1 this contract says that it is an *electronic transaction*;

30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or

30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or

30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –

30.3.1 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

30.3.2 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 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –

30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;

30.4.3 the *parties* must conduct the *electronic transaction* –

- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –

- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and

30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.

- 30.5 Normally, the vendor must *within 7 days of the effective date* –
- 30.5.1 create an *Electronic Workspace*;
  - 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
  - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
  - 30.6.2 create and populate an *electronic transfer*;
  - 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
  - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 Normally, *within 7 days of receiving an invitation from the vendor to join the Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
  - 30.7.2 create and populate an *electronic transfer*;
  - 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
  - 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days of being invited to the Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
  - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
  - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
  - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
  - 30.10.2 all certifications required by the *ECNL* are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
  - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;

<i>certificate of title</i>	the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
<i>completion time</i>	the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<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>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>effective date</i>	the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
<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 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>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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

### 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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

## **FURTHER SPECIAL CONDITIONS**

### **1. AMENDMENTS**

- a) Clause 5.2.1 of this Contract is amended by deleting the reference to twenty-one (21) days and making it fourteen (14) days;
- b) Clause 5.2.2 of this Contract is amended by deleting the reference to twenty-one (21) days and making it fourteen (14) days;
- c) Clause 7.2.1 is amended by removing 10% and replacing it with 5%;
- d) Clause 7.2.4 is amended by deletion of the words “and costs of the purchaser”;
- e) Clause 8.2 is deleted;
- f) Clause 14.4.2 is deleted;
- g) Clause 16.8 is amended to read “If the vendor requires more than five (5) bank cheques, the vendor must pay \$6.00 for each extra cheque”.
- h) Clause 16.12 is amended by deletion of the words ‘but the vendor must pay the purchaser’s additional expense, including any agency or mortgagee fee’;

### **2. RELEASE OF DEPOSIT**

Notwithstanding any other term or condition to the contrary contained herein, the deposit or any part of the deposit as the vendor may require shall be released to the vendor or as the vendor may direct for the sole purpose of payment of a deposit, stamp duty or balance purchase monies for the purchase of Real Estate property, and if released for the purpose of payment of a deposit then providing that such deposit is held in a Solicitor’s or Real Estate Agent’s Trust Account. The execution of this Contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

### **3. PAYMENT OF DEPOSIT**

It is acknowledged between the parties to this Contract that the deposit payable by the purchaser is the full 10% of the purchase price (hereinafter referred to as “the deposit”). Should the vendor allow the purchaser to pay part of the deposit on the making of this Contract, the balance of the deposit will become immediately due and payable as follows:

- a) if the purchaser/s default in the observance or performance of any obligation of any terms or conditions on the Contract; or
- b) on completion;

whichever is the earlier.

4. **DEATH OR INCAPACITY**

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the vendor at law or in equity had this further special condition not been included herein it is agreed that if either party:-

- a) being an individual, shall die or become incapable because of unsoundness of mind of managing his own affairs or be declared bankrupt or enter into any scheme or make any assignment for the benefit of his creditors; or
- b) being a Company, shall resolve to go into liquidation or enter into any scheme or arrangement with its' creditors under the relevant provisions of the *Corporations Act, 2001 (cth)* or any similar legislation or if a liquidator receiver or receiver manager or provisional liquidator or official manager be appointed of the party;

then either party may by way of notice in writing to the other party rescind this Contract and if the purchaser is not otherwise in default hereunder the provisions of Clause 19 hereof shall apply to such rescission.

5. **AGENT**

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

6. **INVALIDITY ETC.**

- a) In the event of any inconsistency between these special conditions and the special conditions contained in the printed conditions of the Contract, these special conditions shall prevail;
- b) The purchaser acknowledges that if prior to the signing of this Contract by or on behalf of the purchaser, documents or copies of documents of the kind referred to in this Contract, were attached to this Contract at the request of the

vendor, by or on behalf of the purchaser or the solicitor for the purchaser, the person so attaching such documents or copies of documents did so as the Agent of the vendor;

- c) The vendor shall not be required to remove any charge on the property for any rate, tax or outgoing until the time when completion of this Contract is effected. The vendor shall not be deemed to be unable, not ready or unwilling to complete this Contract by reasons of existence of any charge on the property for any rate, tax or outgoing and shall be obliged to serve a Notice to Complete on the purchaser notwithstanding that at the time such notice is issued or at anytime thereafter, there is a charge on the property for any rate, tax or outgoing.

7. **STATE OF REPAIR**

The purchaser acknowledges that the property and the improvements erected thereon are being sold in their present condition and that he buys the property relying on his own inspection, knowledge and inquiries and that he does not rely on warranties or representations (if any) made to him by or on behalf of the vendor other than those contained in this Contract.

The purchaser also acknowledges that he is purchasing the property in its' present condition as inspected and he acknowledges that no objection shall be taken, requisition made or compensation demanded in respect thereof.

8. **INCLUSIONS**

The purchaser shall accept the inclusions specified in this Contract in their present state and condition subject to fair wear and tear and the vendor shall not be responsible for any loss, mechanical breakdown or reasonable wear and tear thereof occurring after the date of this Contract.

9. **NOTICE TO COMPLETE**

In the event of either party is unable or unwilling to complete this contract on the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such Notice shall give not less than fourteen (14) days' notice after that day immediately following the day on which the notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties to be reasonable and shall be deemed both at law and equity sufficient to make time of the essence of this Contract. Further, if it becomes necessary for the vendor to issue a Notice to Complete pursuant

to this clause, then the purchaser shall pay to the vendor the costs of issue of such Notice assessed at \$330.00 (inclusive of GST) payable on completion.

10. **INTEREST**

If the purchaser shall not complete this purchase by the date for completion, without default by the vendor or if the vendor cannot settle on that day then the 2<sup>nd</sup> day after written notice from the vendor that the vendor is able to settle, the purchaser shall pay to the vendor on completion, in addition to the balance of purchase money, an amount calculated as nine per cent (9%) per annum, interest on the balance of purchase money, computed at a daily rate from the date immediately after the date for completion to the day on which this Contract is completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

11. **CANCELLATION/RESCHEDULING SETTLEMENT**

In the event that settlement does not take place at the scheduled date and time, due to the default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$198.00 (including GST) on settlement, to cover the legal costs and other expenses incurred as a consequence of the cancellation or reschedule of settlement.

12. **TRANSFER**

Sufficient particulars of title for the preparation of the Transfer are contained in this Contract and the Purchasers shall not require the Vendor to provide any further particulars.

If this contract is not completed electronically, the purchaser must serve the correct form of Transfer at least 14 days prior to the date for completion. If the correct form of Transfer is not served within the time period stipulated then the purchaser shall pay to the vendor the sum of \$110.00 (including GST) on settlement to cover legal costs and expenses incurred as a consequence of the Purchaser's delay.

13. **WARRANTIES**

The purchaser acknowledges that he does not rely upon any warranty, statement or representations made or given by the vendor or on behalf of the vendor except as expressly provided herein. The purchaser acknowledges that he has inspected the property and the improvements (if any) erected on the property and relies entirely upon his own inquiries and inspection and accepts the property as it stands in its' present

condition and state of repair and subject to all defects (if any) whether latent or patent. The purchaser shall not be entitled to make any objections, requisitions or claims for compensation in respect of any matters referred to in this Clause.

14. **NON-COMPLIANCE**

In the event that there is any pergola, carport or any other structures on the property which do not comply with the requirements of the local Council or any other competent authority, then the Purchaser shall not raise any objection, make any requisition or claim compensation in respect of such non-compliance or because of failure or refusal of the local Council to issue a Building Certificate by reason of such non-compliance.

15. **WATER USAGE**

The purchaser may, at his own expense, arrange to have a meter reading undertaken by the relevant water authority to ascertain water usage up to the date of completion and the vendor shall pay for such water usage to the date of completion. In the alternative, the vendor and the purchaser agree to adjust the water usage charges on the basis of an estimate of water usage charges in accordance with the average daily consumption as advised by the relevant water authority and such adjustment shall be final and conclusive and no further adjustment of water usage charges shall take place after completion.

16. **SWIMMING POOL**

If a swimming pool is included in the property, the purchaser must take the swimming pool and surrounds and fencing, if any, in its' present state of repair. The purchaser will not make any claim, objection or requisition in relation thereto or as to whether or not it complies with the Swimming Pools Act 1992. If any competent authority issues any notice requiring the erection of, or alteration to a fence or other work pursuant to the Swimming Pools Act 1992, such fence or work must be erected or carried out by the purchaser at the purchaser's expense.

17. **REQUISITIONS ON TITLE**

The Purchaser acknowledges that his rights to raise standard requisitions on title in respect of this Contract and the property the subject of this Contract are limited to raising requisitions in the form annexed hereto.

18. **SEWERAGE DIAGRAM**

The Vendor warrants and the Purchaser acknowledges that the diagram annexed to the Contract may only disclose the sewer mains and this is the only diagram available



for the property from the appropriate sewerage authority at the date of this Contract. The purchaser agrees to make no objection, requisition or claim for compensation in respect of any matter disclosed therein or ascertainable therefrom.

19. **PLACE OF SETTLEMENT**

If this contract is not completed electronically, settlement shall be effected as the vendor's mortgagee directs. If the property is not mortgaged, then the settlement shall be effected at the offices of Watson Law and should the purchasers' not be in a position to settle at the offices of Watson Law, settlement may be effected at a place nominated by the purchasers' as long as the vendor's solicitors' agency fees in the sum of \$110.00 (inclusive of GST) are paid by the purchasers'.

20. **FOREIGN TAKEOVERS ACT**

The Purchaser warrants that:

- (i) The Purchaser (and if more than one then each of them) is ordinarily a resident in Australia within the meaning of the Foreign Takeovers Act 1975;
- (ii) The provision of the Foreign Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the Purchaser or this purchase.

In the event there being such a breach of this warranty whether deliberately or unintentionally the Purchaser agrees to indemnify and to compensate the Vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the Vendor as a consequence thereof.

This warranty shall not merge on completion.

21. **GUARANTORS**

If the Purchaser is a company and if that company fails for any reason to complete this purchase in accordance with the terms and conditions of this Contract, the Directors/Secretary of that company who have signed this Contract on behalf of the company guarantee the due performance of the company's obligations under this Contract in every respect as if they had personally entered into this Contract themselves.

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: **Sheel Chand Jain**  
Purchaser:  
Property: **11 Larkham Street, Oran Park**  
Dated: **3 May 2022**

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### Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. (a) What are the nature and provisions of any tenancy or occupancy?  
(b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.  
(c) Please specify any existing breaches.  
(d) All rent should be paid up to or beyond the date of completion.  
(e) Please provide details of any bond together with the Rental Bond Board's reference number.  
(f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:  
(a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?  
(b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

### Title

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

### Adjustments

11. All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:  
(a) to what year has a return been made?  
(b) what is the taxable value of the property for land tax purposes for the current year?

### Survey and building

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

- (e) In respect of any residential building work carried out in the last 7 years:
  - (i) please identify the building work carried out;
  - (ii) when was the building work completed?
  - (iii) please state the builder's name and licence number;
  - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 17. If a swimming pool is included in the property:
  - (a) when did construction of the swimming pool commence?
  - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
  - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
  - (d) are there any outstanding notices or orders?
- 18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

**Affectations**

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the property?
- 21. Has the vendor any notice or knowledge that the property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the property?
  - (f) any contamination?
- 22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

**Capacity**

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

**Requisitions and transfer**

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 28. The purchaser reserves the right to make further requisitions prior to completion.
- 29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 5611/1224619

SEARCH DATE	TIME	EDITION NO	DATE
28/4/2022	2:40 PM	2	13/6/2018

LAND

LOT 5611 IN DEPOSITED PLAN 1224619  
 AT ORAN PARK  
 LOCAL GOVERNMENT AREA CAMDEN  
 PARISH OF COOK COUNTY OF CUMBERLAND  
 TITLE DIAGRAM DP1224619

FIRST SCHEDULE

SHEEL CHAND JAIN (T AN413393)

SECOND SCHEDULE (16 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP1130969 RESTRICTION(S) ON THE USE OF LAND
- 3 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (10) IN THE S.88B INSTRUMENT
- 4 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT
- 5 DP1153032 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (12) IN THE S.88B INSTRUMENT
- 6 DP1169698 RESTRICTION(S) ON THE USE OF LAND
- 7 DP1219869 EASEMENT TO DRAIN WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1224619 EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 METRE(S) WIDE REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 9 DP1224619 EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 METRE(S) WIDE REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 DP1224619 EASEMENT FOR SUPPORT AND MAINTENANCE 0.5 METRE(S) WIDE REFERRED TO AND NUMBERED (11) IN THE S.88B INSTRUMENT APPURTENANT TO THE LAND ABOVE DESCRIBED
- 11 DP1224619 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (17) IN THE S.88B INSTRUMENT
- 12 DP1224619 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (18) IN THE S.88B INSTRUMENT
- 13 DP1224619 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (19) IN THE S.88B INSTRUMENT
- 14 DP1224619 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (21) IN THE S.88B INSTRUMENT

END OF PAGE 1 - CONTINUED OVER

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PRINTED ON 28/4/2022

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  
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FOLIO: 5611/1224619  
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PAGE 2

SECOND SCHEDULE (16 NOTIFICATIONS) (CONTINUED)  
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- 15 DP1224619 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND  
NUMBERED (22) IN THE S.88B INSTRUMENT AFFECTING THE  
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 16 DP1224619 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO  
BURDENED (V) IN THE TITLE DIAGRAM

NOTATIONS  
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UNREGISTERED DEALINGS: NIL

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

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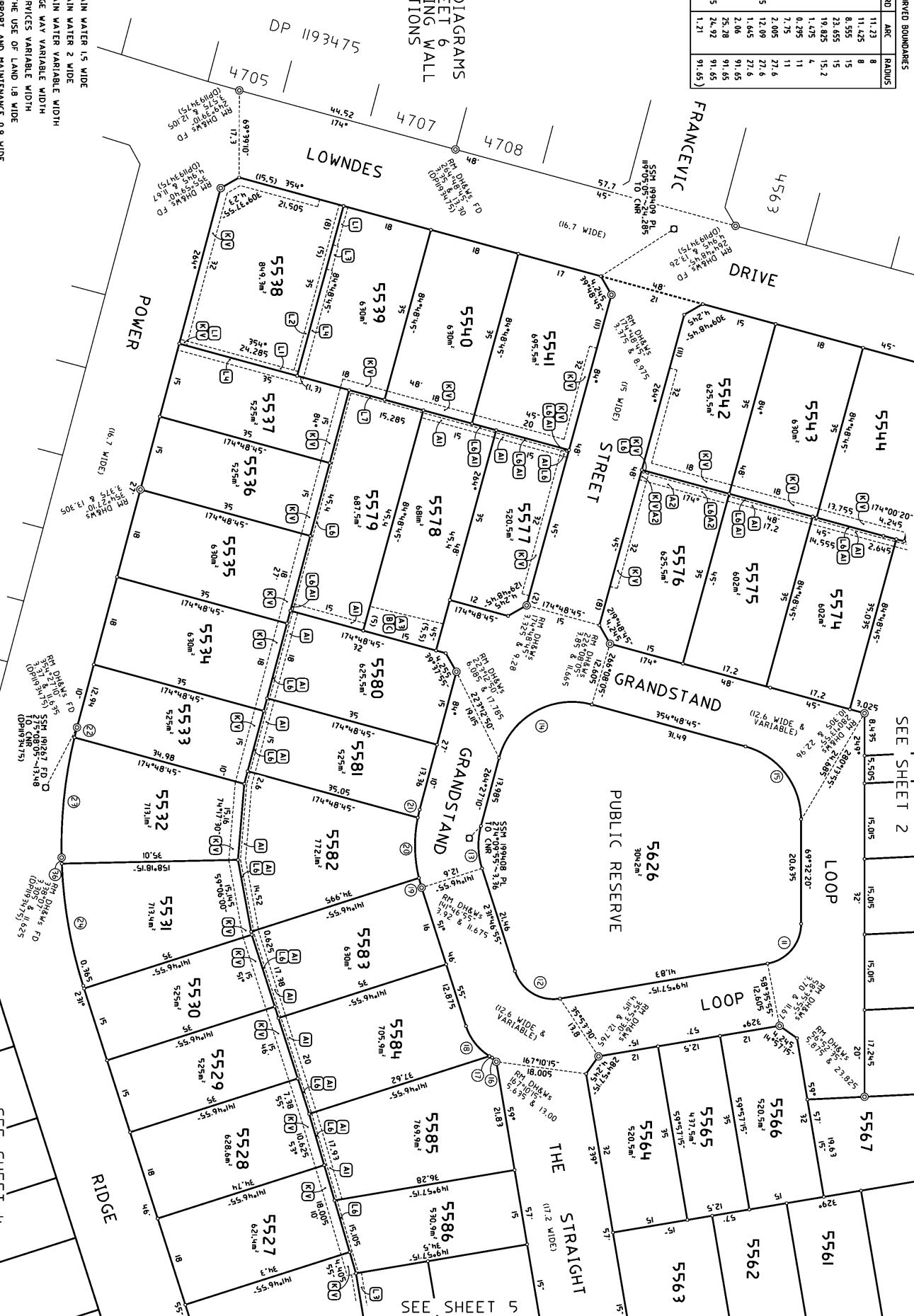




SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
11	109°44'45"	10.33	11.23	8
12	190°57'05"	10.48	11.425	8
13	248°07'00"	8.44	8.555	15
14	309°37'55"	21.28	23.659	15
15	32°10'30"	18.45	19.825	15.2
16	20°26'00"	1.465	1.475	11
17	10°38'10"	0.295	0.295	4
18	31°35'30"	7.595	7.75	11
19	53°51'40"	2.005	2.005	27.6
20	68°29'25"	11.995	12.99	27.6
21	82°44'45"	1.645	1.645	27.6
22	263°48'30"	2.06	2.06	91.65
23	255°15'45"	25.2	25.28	91.65
24	229°34'15"	24.865	24.92	91.65
26	(217°44'20"	1.21	1.21	91.65

REFER TO DIAGRAMS ON SHEET 6 FOR RETAINING WALL OCCUPATIONS



- (A1) EASEMENT TO DRAIN WATER 1.5 WIDE
- (A2) EASEMENT TO DRAIN WATER 2 WIDE
- (A3) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (B) RIGHT OF CARRIAGE WAY VARIABLE WIDTH
- (C) EASEMENT FOR SERVICES VARIABLE WIDTH
- (D) RESTRICTION FOR THE USE OF LAND 1.8 WIDE
- (E) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
- (F) EASEMENT FOR SUPPORT AND MAINTENANCE 1.1 WIDE
- (G) EASEMENT FOR SUPPORT AND MAINTENANCE 1.3 WIDE
- (H) EASEMENT FOR SUPPORT AND MAINTENANCE 0.5 WIDE
- (I) POSITIVE COVENANT 1.8 WIDE

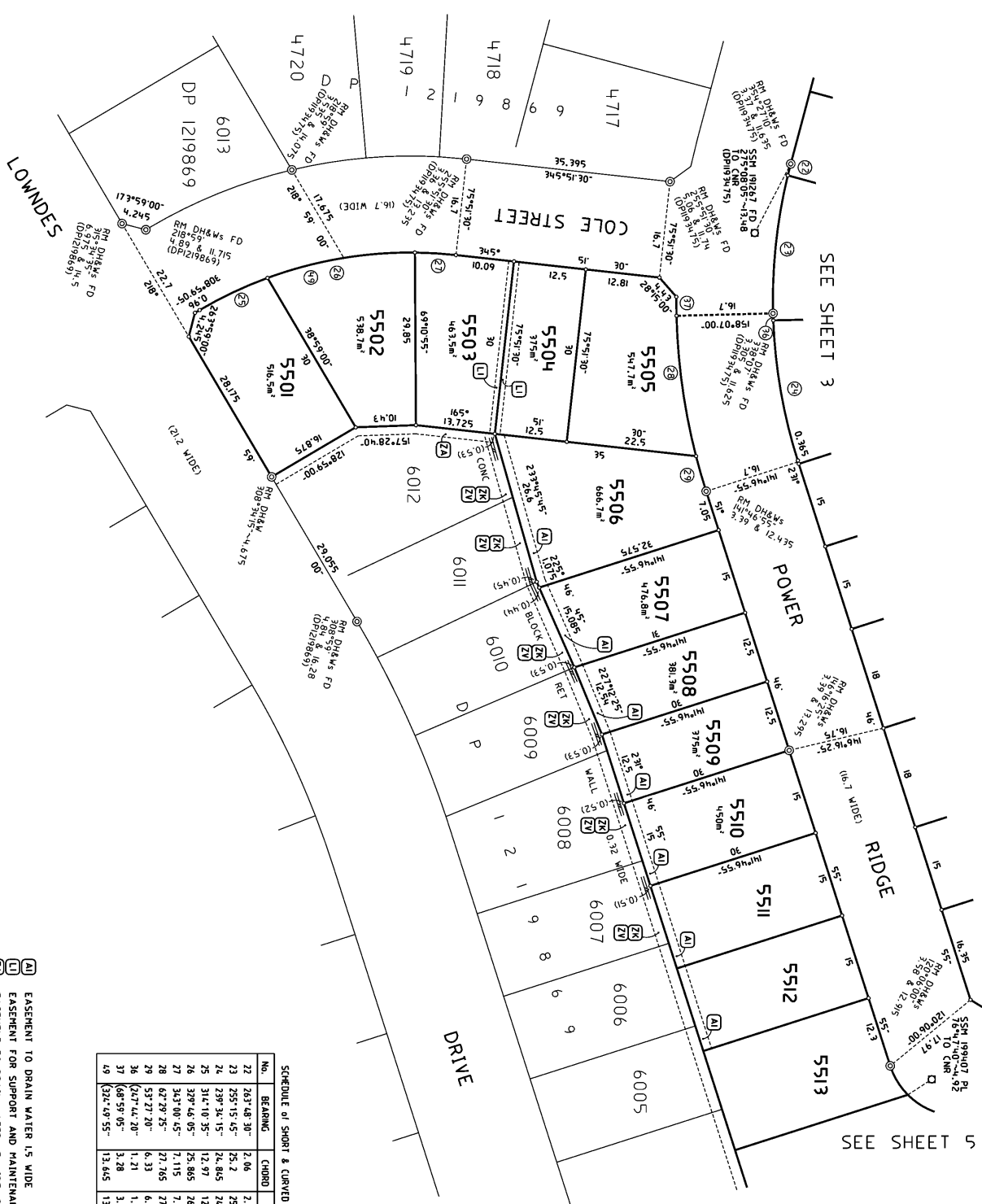
SUBDIVISION OF  
 LOT 3383  
 IN DP1194673

SUBDIVISION OF  
 LOT 3383  
 IN DP1194673

L.G.A. CAMDEN  
 Locality: ORAN PARK  
 Reduction Ratio: 1:500  
 Lengths are in metres

REGISTERED  
 28.05.2018

SEE SHEET 4  
 DP1224619



SCHEDULE of SIGHT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
22	263°48'30"	2.06	2.06	91.65
23	255°15'45"	25.2	25.28	91.65
24	239°34'15"	24.845	24.92	91.65
25	314°10'35"	12.97	12.985	71.65
26	329°46'05"	25.865	26.005	71.65
27	343°00'45"	7.115	7.115	71.65
28	62°29'25"	27.84	27.84	108.35
29	53°27'20"	6.33	6.33	108.35
36	247°44'20"	1.21	1.21	91.65
37	68°59'05"	3.28	3.28	108.35
49	327°49'55"	13.645	13.645	71.65

SURVEYOR  
 Name: PAUL MICHAEL DALY  
 Date: 13-12-2017  
 References: 0432017/SJ3DP E/18/061  
 2018M7100(396)Additional Sheets

SUBDIVISION OF  
 LOT 3383  
 IN DP1194673

L.G.A.: CAMDEN  
 Locality: ORAN PARK  
 Reduction Ratio: 1:500  
 Lengths are in metres

REGISTERED  
 28.05.2018

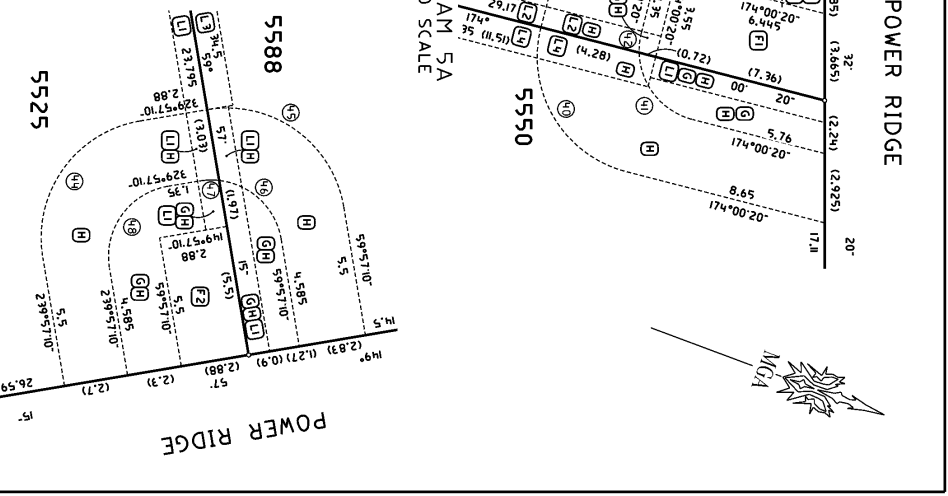
DP1224619



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
30	38°13'10"	5.865	5.92	12.5
31	5°09'40"	8.345	8.505	12.5
32	337°48'30"	3.42	3.43	12.5
33	238°25'50"	3.45	3.45	64.9
34	207°39'25"	7.23	7.555	7.4
35	164°10'50"	29.49	29.795	60
38	58°42'50"	2.42	2.42	(64.9)
39	309°00'20"	7.07	7.885	5
40	219°00'20"	7.07	7.885	5
41	210°58'30"	3.61	3.87	3
42	255°58'30"	0.84	0.84	3
43	309°00'20"	4.265	4.71	3
44	284°57'10"	7.07	7.855	5
45	14°57'10"	7.07	7.855	5
46	22°59'05"	3.61	3.87	3
47	337°59'05"	0.84	0.84	3
48	284°57'10"	4.265	4.71	3

REFER TO DIAGRAMS ON SHEET 6 FOR RETAINING WALL FOR OCCUPATIONS



SEE SHEET 4

SEE SHEET 3

SEE SHEET 2

SEE SHEET 1

SEE SHEET 5

SEE SHEET 6

SEE SHEET 7

SEE SHEET 8

SEE SHEET 9

SEE SHEET 10

SEE SHEET 11

SEE SHEET 12

SEE SHEET 13

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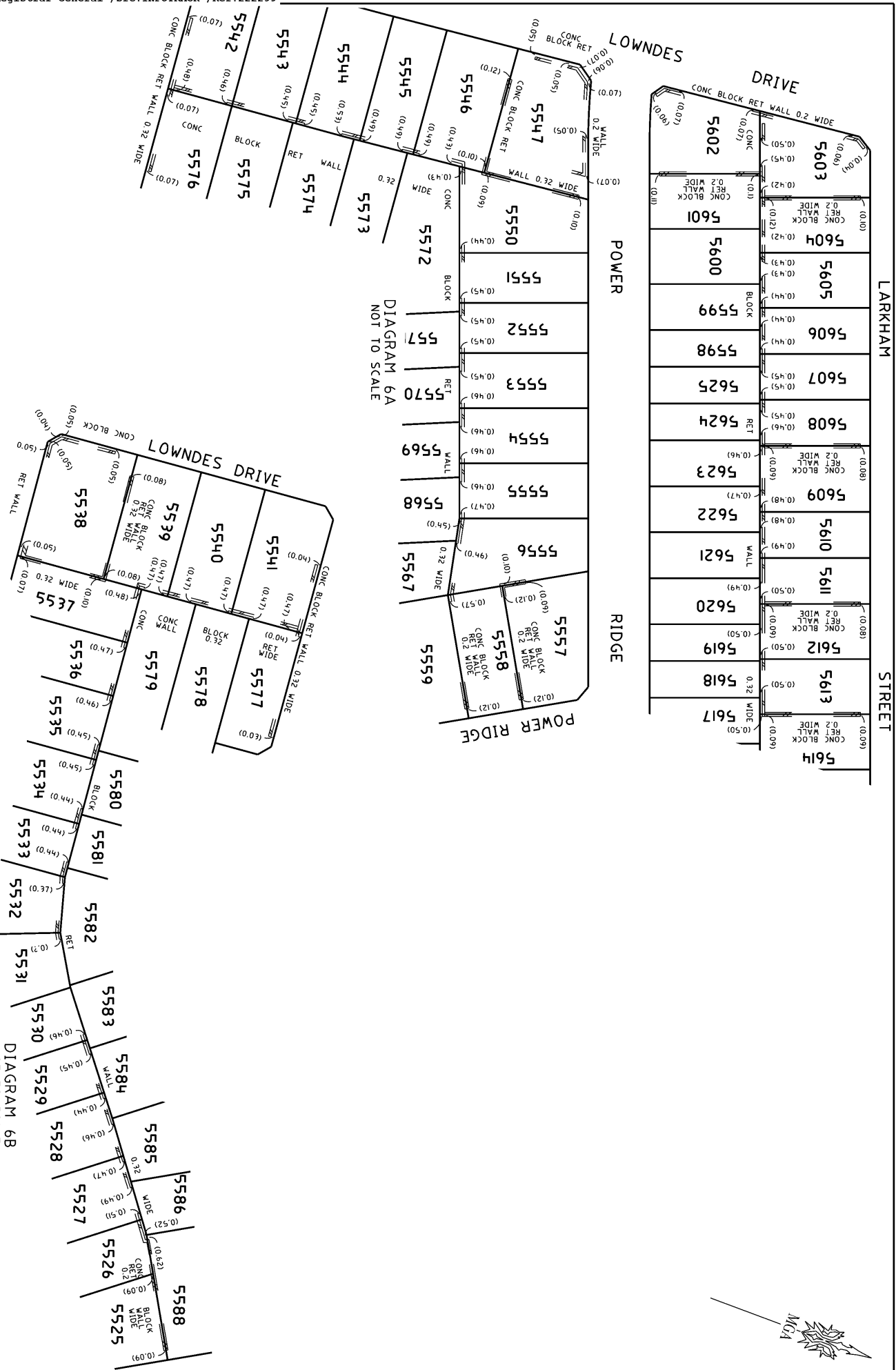
SURVEYOR  
 Name: PAUL MICHAEL DALY  
 Date: 13-12-2017  
 Reference: 0432017/SJSDP E/18061

SUBDIVISION OF  
 LOT 3383  
 IN DP1194673

L.G.A.: CAMDEN  
 Locality: ORAN PARK  
 Radiation: 1500  
 Lengths are in metres

REGISTERED  
 28.05.2018

DP1224619



**SURVEYOR**  
 Name: PAUL MICHAEL DALY  
 Date: 13-12-2017  
 References: 0432017/S/SJDP E 18/061

**SUBDIVISION OF**  
 LOT 3383  
 IN DP1194673

**L.G.A.:** CAMDEN  
**Locality:** ORAN PARK  
 Reduction Ratio: 1:800  
 Lengths are in metres.

**REGISTERED**  
 28.05.2018

**DP1224619**

**PLAN FORM 6 (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 5 sheet(s)

Registered:  28.05.2018  
 Office Use Only  
 Title System: TORRENS

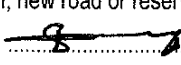
Office Use Only  
**DP1224619**

**PLAN OF**  
 SUBDIVISION OF  
 LOT 3383 IN DP1194673

LGA: CAMDEN  
 Locality: ORAN PARK  
 Parish: COOK  
 County: CUMBERLAND

**Survey Certificate**  
 I, PAUL MICHAEL DALY  
 of JOHN M DALY & ASSOC PTY LTD PO BOX 25 CAMPBELLTOWN  
 a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:  
 \*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on 13-12-2017, or  
 \*(b) ~~The part of the land shown in the plan (\*being/\*excluding \*\*~~  
~~was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on~~  
~~the part not surveyed was compiled in accordance with that Regulation, or~~  
 \*(c) ~~The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~  
 Datum Line: 'X' - 'Y'  
 Type: \*Urban/\*Rural  
 The terrain is \*Level-Undulating / \*Steep-Mountainous.  
 Signature:  Dated: 4-4-2018  
 Surveyor Identification No: 898  
 Surveyor registered under the *Surveying and Spatial Information Act 2002*  
 \*Strike out inappropriate words.  
 \*\*Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

**Crown Lands NSW/Western Lands Office Approval**  
 I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  
 Signature: .....  
 Date: .....  
 File Number: .....  
 Office: .....

**Subdivision Certificate**  
 I, SUGULE MOHAMED  
 \*Authorised Person/\*General Manager/\*Accredited Certifier, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* 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: 07/05/2018  
 Subdivision Certificate number: 14-2015-1067.1  
 File number: DA/2015/1067  
 \*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.  
 DP1193475  
 DP1194673  
 DP1198455  
 DP1219869  
 DP1174055

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.  
 IT IS INTENDED TO DEDICATE GRANDSTAND LOOP AND THE EXTENSIONS OF FRANCEVIC STREET, POWER RIDGE, AND THE STRAIGHT TO THE PUBLIC AS PUBLIC ROAD.  
 IT IS INTENDED TO DEDICATE LOT 5626 TO THE PUBLIC AS PUBLIC RESERVE

Surveyor's Reference: 04320T5(S3)DP  
 '2018M7100 (396) Additional Sheets'

Signatures, Seals and Section 88B Statements should appear on  
 PLAN FORM 6A

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s)

Registered:  28.05.2018

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**DP1224619**

PLAN OF  
SUBDIVISION OF  
LOT 3383 IN DP1194673

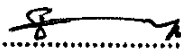
This sheet is for the provision of the following information as required:  
• A schedule of lots and addresses - See 60(c) SSI Regulation 2017  
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919  
• Signatures and seals- see 195D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

Subdivision Certificate number: 14-2015-1067-1

Date of Endorsement: 07/05/2018

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A1)
2. EASEMENT TO DRAIN WATER 2 WIDE (A2)
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A3)
4. RIGHT OF CARRIAGE WAY VARIABLE WIDTH (B)
5. EASEMENT FOR SERVICES VARIABLE WIDTH (C)
6. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L1)
7. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L2)
8. EASEMENT FOR SUPPORT AND MAINTENANCE 1.1 WIDE (L3)
9. EASEMENT FOR SUPPORT AND MAINTENANCE 1.3 WIDE (L4)
10. EASEMENT FOR SUPPORT AND MAINTENANCE 1.6 WIDE (L5)
11. EASEMENT FOR SUPPORT AND MAINTENANCE 0.5 WIDE (L6)
12. EASEMENT FOR SUPPORT AND MAINTENANCE 0.5 WIDE (L7)
13. EASEMENT FOR PADMOUNT SUBSTATION 3.55 WIDE (F1)
14. EASEMENT FOR PADMOUNT SUBSTATION 2.88 WIDE (F2)
15. RESTRICTION ON THE USE OF LAND (G)
16. RESTRICTION ON THE USE OF LAND (H)
17. RESTRICTION ON THE USE OF LAND
18. RESTRICTION ON THE USE OF LAND
19. RESTRICTION ON THE USE OF LAND
20. RESTRICTION ON THE USE OF LAND
21. RESTRICTION ON THE USE OF LAND
22. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K)
23. POSITIVE COVENANT 1.8 WIDE (V)


  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320T5(S3)DP  
'2018M7100 (396) Additional Sheets'

**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 3 of 5 sheet(s)

Office Use Only  
 Registered:  28.05.2018

PLAN OF  
 SUBDIVISION OF  
 LOT 3383 IN DP1194673

Subdivision Certificate number: 14-2015-1067-1  
 Date of Endorsement: 07/05/2018

Office Use Only  
**DP1224619**

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

Schedule of Street Addresses

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5501	10	Cole	Street	Oran Park
5502	8	Cole	Street	Oran Park
5503	6	Cole	Street	Oran Park
5504	4	Cole	Street	Oran Park
5505	2	Cole	Street	Oran Park
5506	18	Power	Ridge	Oran Park
5507	20	Power	Ridge	Oran Park
5508	22	Power	Ridge	Oran Park
5509	24	Power	Ridge	Oran Park
5510	26	Power	Ridge	Oran Park
5511	28	Power	Ridge	Oran Park
5512	30	Power	Ridge	Oran Park
5513	32	Power	Ridge	Oran Park
5514	34	Power	Ridge	Oran Park
5515	36	Power	Ridge	Oran Park
5516	60	Skaife	Street	Oran Park
5517	58	Skaife	Street	Oran Park
5518	56	Skaife	Street	Oran Park
5519	54	Skaife	Street	Oran Park
5520	81	The Straight		Oran Park
5521	83	The Straight		Oran Park
5522	85	The Straight		Oran Park
5523	40	Power	Ridge	Oran Park
5524	38	Power	Ridge	Oran Park
5525	27	Power	Ridge	Oran Park
5526	25	Power	Ridge	Oran Park
5527	23	Power	Ridge	Oran Park
5528	21	Power	Ridge	Oran Park
5529	19	Power	Ridge	Oran Park
5530	17	Power	Ridge	Oran Park
5531	15	Power	Ridge	Oran Park
5532	13	Power	Ridge	Oran Park
5533	11	Power	Ridge	Oran Park
5534	9	Power	Ridge	Oran Park
5535	7	Power	Ridge	Oran Park
5536	5	Power	Ridge	Oran Park
5537	3	Power	Ridge	Oran Park
5538	23	Lowndes	Drive	Oran Park
5539	21	Lowndes	Drive	Oran Park
5540	19	Lowndes	Drive	Oran Park

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5541	17	Lowndes	Drive	Oran Park
5542	15	Lowndes	Drive	Oran Park
5543	13	Lowndes	Drive	Oran Park
5544	11	Lowndes	Drive	Oran Park
5545	9	Lowndes	Drive	Oran Park
5546	7	Lowndes	Drive	Oran Park
5547	5	Lowndes	Drive	Oran Park
5548	86	The Straight		Oran Park
5549	87	The Straight		Oran Park
5550	58	Power	Ridge	Oran Park
5551	56	Power	Ridge	Oran Park
5552	54	Power	Ridge	Oran Park
5553	52	Power	Ridge	Oran Park
5554	50	Power	Ridge	Oran Park
5555	48	Power	Ridge	Oran Park
5556	46	Power	Ridge	Oran Park
5557	44	Power	Ridge	Oran Park
5558	42	Power	Ridge	Oran Park
5559	40	Power	Ridge	Oran Park
5560	38	Power	Ridge	Oran Park
5561	36	Power	Ridge	Oran Park
5562	34	Power	Ridge	Oran Park
5563	32	Power	Ridge	Oran Park
5564	25	Grandstand	Loop	Oran Park
5565	23	Grandstand	Loop	Oran Park
5566	21	Grandstand	Loop	Oran Park
5567	19	Grandstand	Loop	Oran Park
5568	17	Grandstand	Loop	Oran Park
5569	15	Grandstand	Loop	Oran Park
5570	13	Grandstand	Loop	Oran Park
5571	11	Grandstand	Loop	Oran Park
5572	9	Grandstand	Loop	Oran Park
5573	7	Grandstand	Loop	Oran Park
5574	5	Grandstand	Loop	Oran Park
5575	3	Grandstand	Loop	Oran Park
5576	1	Grandstand	Loop	Oran Park
5577	2	Grandstand	Loop	Oran Park
5578	4	Grandstand	Loop	Oran Park
5579	6	Grandstand	Loop	Oran Park
5580	8	Grandstand	Loop	Oran Park

  
 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320T5(S3)DP  
 '2018M7100 (396) Additional Sheets'



**PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 4 of 5 sheet(s)

Office Use Only  
 Registered:  28.05.2018

Office Use Only  

# DP1224619

**PLAN OF**  
 SUBDIVISION OF  
 LOT 3383 IN DP1194673

Subdivision Certificate number: 14.2015.1067.1  
 Date of Endorsement: 07/05/2018

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

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

Schedule of Street Addresses

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5581	10	Grandstand	Loop	Oran Park
5582	12	Grandstand	Loop	Oran Park
5583	14	Grandstand	Loop	Oran Park
5584	16	Grandstand	Loop	Oran Park
5585	93	The Straight		Oran Park
5586	91	The Straight		Oran Park
5587	30	Power	Ridge	Oran Park
5588	29	Power	Ridge	Oran Park
5589	80	The Straight		Oran Park
5590	82	The Straight		Oran Park
5591	84	The Straight		Oran Park
5592	46	Power	Ridge	Oran Park
5593	48	Power	Ridge	Oran Park
5594	50	Power	Ridge	Oran Park
5595	52	Power	Ridge	Oran Park
5596	54	Power	Ridge	Oran Park
5597	56	Power	Ridge	Oran Park
5598	78	Power	Ridge	Oran Park
5599	80	Power	Ridge	Oran Park
5600	82	Power	Ridge	Oran Park
5601	84	Power	Ridge	Oran Park
5602	86	Power	Ridge	Oran Park
5603	27	Larkham	Street	Oran Park


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
5604	25	Larkham	Street	Oran Park
5605	23	Larkham	Street	Oran Park
5606	21	Larkham	Street	Oran Park
5607	19	Larkham	Street	Oran Park
5608	17	Larkham	Street	Oran Park
5609	15	Larkham	Street	Oran Park
5610	13	Larkham	Street	Oran Park
5611	11	Larkham	Street	Oran Park
5612	9	Larkham	Street	Oran Park
5613	7	Larkham	Street	Oran Park
5614	5	Larkham	Street	Oran Park
5615	3	Larkham	Street	Oran Park
5616	58	Power	Ridge	Oran Park
5617	60	Power	Ridge	Oran Park
5618	62	Power	Ridge	Oran Park
5619	64	Power	Ridge	Oran Park
5620	66	Power	Ridge	Oran Park
5621	68	Power	Ridge	Oran Park
5622	70	Power	Ridge	Oran Park
5623	72	Power	Ridge	Oran Park
5624	74	Power	Ridge	Oran Park
5625	76	Power	Ridge	Oran Park
5626	18	Grandstand	Loop	Oran Park

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 Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320T5(S3)DP  
 '2018M7100 (396) Additional Sheets'

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s)

Office Use Only  
Registered:  28.05.2018

Office Use Only  
**DP1224619**

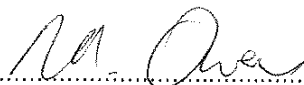
PLAN OF  
SUBDIVISION OF  
LOT 3383 IN DP1194673

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

Subdivision Certificate number: 14.2015.1067.1  
Date of Endorsement: 07/05/2018

SIGNED BY LEPPINGTON PASTORAL COMPANY PTY LTD  
ACN 000 420 404

SIGNATURE: 


SIGNATURE: 


PRINT NAME: MARK VINCENT PERICH

PRINT NAME: MICHAEL ROBERT OWENS

OFFICE HELD: P.O.A. BK 4697 No 601

OFFICE HELD: P.O.A. BK 4697 No 601

WITNESS SIGNATURE: 

WITNESS SIGNATURE: 

PRINT NAME: SHAWN VAN DUYN

PRINT NAME: SHAWN VAN DUYN

ADDRESS OF WITNESS: 05 PETER BACH DR  
ORAN PARR NSW  
2570

ADDRESS OF WITNESS: 05 PETER BACH DR  
ORAN PARR NSW 2570

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet

Surveyor's Reference: 04320T5(S3)DP  
'2018M7100 (396) Additional Sheets'

**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 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673 covered by Subdivision Certificate No. **14.2015.1067.1**

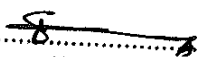
Full name and address of the owner of the land

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

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A1)	5506 5507 5508 5509 5510 5511 5512 5515 5521 5522 5523 5524 5569 5570 5571 5572 5573 5574 5575 5577 5578 5579 5580 5581 5581 5582	5507, 5508, 5509, 5510, 5511, 5512, 5513 5508, 5509, 5510, 5511, 5512, 5513 5509, 5510, 5511, 5512, 5513 5510, 5511, 5512, 5513 5511, 5512, 5513 5512, 5513 5513 5514, 5521, 5522, 5523, 5524, 5549 5522, 5549 5549 5521, 5522, 5549 5521, 5522, 5523, 5549 5567, 5568 5567, 5568, 5569 5567, 5568, 5569, 5570 5567, 5568, 5569, 5570, 5571 5567, 5568, 5569, 5570, 5571, 5572 5567, 5568, 5569, 5570, 5571, 5572, 5573 5578, 5579 5579 5580, 5581, 5582, 5583, 5584, 5585, 5586 5581, 5582, 5583, 5584, 5585, 5586 5582, 5583, 5584, 5585, 5586 5583, 5584, 5585, 5586

Surveyors Ref: 04320T5(S3)DP

  
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**Council Authorised Person**

Signature of witness to final sheet  
Issue H



(Sheet 2 of 18 Sheets)


Plan: **DP1224619**

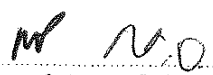
Plan of Subdivision of Lot 3383 in DP1194673  
 covered by  
 Subdivision Certificate No. **14-2015-1067-1**

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

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A1)	5583 5584 5585 5589 5590 5591 5598 5599 5600 5601  5602  5609  5616 5617 5618 5619 5620  5621  5622  5623  5625	5584, 5585, 5586 5585, 5586 5586 5548, 5590, 5591 5548, 5591 5548 5624, 5625 5598, 5624, 5625 5598, 5599, 5624, 5625 5598, 5599, 5600, 5624, 5625  5598, 5599, 5600, 5601, 5624, 5625  5597, 5616, 5617, 5618, 5619, 5620, 5621, 5622, 5623 5597 5597, 5616 5597, 5616, 5617 5597, 5616, 5617, 5618 5597, 5616, 5617, 5618, 5619  5597, 5616, 5617, 5618, 5619, 5620  5597, 5616, 5617, 5618, 5619, 5620, 5621  5597, 5616, 5617, 5618, 5619, 5620, 5621, 5622 5624
2	Easement to Drain Water 2 wide (A2)	5576	5567, 5568, 5569, 5570, 5571, 5572, 5573, 5574, 5575
3	Easement to Drain Water variable width (A3)	5568 5578	5567 5579, 5580, 5581, 5582, 5583, 5584, 5585, 5586
4	Right of Carriage Way variable width (B)	5578	5579
5	Easement for Services variable width (C)	5578	5579

Surveyors Ref: 04320T5(S3)DP

  
 Council Authorised Person

  
 Signature of witness to final sheet  
 Issue H

(Sheet 3 of 18 Sheets)

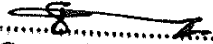
Plan: **DP1224619**


Plan of Subdivision of Lot 3383 in DP1194673  
 covered by  
 Subdivision Certificate No. **14-2015-1067.1**

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

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
6	Easement for Support and Maintenance 0.9 wide (L1)	5503 5504 5525 5526 5538 5539 5546 5547 5550 5556 5557 5558 5559 5588 5601 5602 5603 5604 5608 5609 5611 5612 5613 5614	5504 5503 5588 5588 5537 5538 5547 5546 5547 5557, 5558 5558 5559 5558 5525 5602 5601 5604 5603 5609 5608 5612 5611 5614 5613
7	Easement for Support and Maintenance 0.9 wide (L2)	5538 5547 5557 5558	5539 5550 5556 5557
8	Easement for Support and Maintenance 1.1 wide (L3)	5539 5588	5538 5525, 5526
9	Easement for Support and Maintenance 1.3 wide (L4)	5537 5539 5546 5550	5538, 5539 5538 5547 5547
10	Easement for Support and Maintenance 1.6 wide (L5)	5546 5550	5547 5546, 5547
11	Easement for Support and Maintenance 0.5 wide (L6)	5568 5569 5570 5571 5572	5555, 5556 5554, 5555 5553, 5554 5552, 5553 5545, 5546, 5550, 5551, 5552

Surveyors Ref: 04320T5(S3)DP

  
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**Council Authorised Person**

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

(Sheet 4 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
 covered by  
 Subdivision Certificate No. **14.2015.1067.1**

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

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
11	Easement for Support and Maintenance 0.5 wide (L6)	5573 5574 5575 5576 5577 5578 5579 5580 5581 5582 5583 5584 5585 5586 5598 5599 5600 5601 5620 5621 5622 5623 5624 5625	5544, 5545 5543, 5544 5543 5542 5541 5540, 5541 5535, 5536, 5537 5534, 5535 5533, 5534 5531, 5532, 5533 5529, 5530, 5531 5528, 5529 5527, 5528 5526, 5527 5606, 5607 5605, 5606 5604, 5605 5603, 5604 5611, 5612 5610, 5611 5610 5608 5608 5607, 5608
12	Easement for Support and Maintenance 0.5 wide (L7)	5579	5539, 5540
13	Easement for Padmount Substation 3.55 wide (F1)	5547	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
14	Easement for Padmount Substation 2.88 wide (F2)	5525	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
15	Restriction on the Use of Land (G)	Part of each of the lots: 5525, 5547, 5550, 5588 designated G on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)

(Sheet 5 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
 covered by  
 Subdivision Certificate No. 14.2015.1067.1

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

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
16	Restriction on the Use of Land (H)	Part of each of the lots: 5525, 5547, 5550, 5588 designated H on the plan	Epsilon Distribution Ministerial Holding Corporation (ABN 59 253 130 878)
17	Restriction on the Use of Land	Each lot except 5626	Every other lot except 5626
18	Restriction on the Use of Land	Each lot except 5626	Every other lot except 5626
19	Restriction on the Use of Land	Each lot except 5626	Camden Council
20	Restriction on the Use of Land	5501, 5516 to 5520 inclusive, 5589	Camden Council
21	Restriction on the Use of Land	5501 to 5576 inclusive, 5581 to 5625 inclusive	Camden Council
22	Restriction on the Use of Land 1.8 wide (K)	Part of each of the lots: 5526 to 5547 inclusive, 5550 to 5556 inclusive, 5576, 5577, 5602 to 5613 inclusive designated K on the plan	Camden Council
23	Positive Covenant 1.8 wide (V)	Part of each of the lots: 5526 to 5547 inclusive, 5550 to 5556 inclusive, 5576, 5577, 5602 to 5613 inclusive designated V on the plan	Camden Council

**PART 2 (Terms)**

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

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

Surveyors Ref: 04320T5(S3)DP

.....  
 Council Authorised Person

*M M O*  
 Signature of witness to final sheet  
 Issue H

(Sheet 6 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14.2015.1067.1**

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

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

**CAMDEN COUNCIL**

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

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

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

**CAMDEN COUNCIL**

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

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

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

**CAMDEN COUNCIL**

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

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

**CAMDEN COUNCIL**

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

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



(Sheet 7 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14.2015.1067.1**

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

3. For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of stormwater, sewage, sullage and other fluid wastes.

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

**CAMDEN COUNCIL**

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

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

**CAMDEN COUNCIL**


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

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated 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.
- (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.

Surveyors Ref: 04320T5(S3)DP

.....  
**Council Authorised Person**

  
Signature of witness to final sheet  
Issue H

(Sheet 8 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. 14.2015.1067.1

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

- (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 AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 7 in the plan.

**CAMDEN COUNCIL**

**Terms of easement numbered 8 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 AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 8 in the plan.

**CAMDEN COUNCIL**

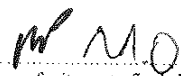
**Terms of easement numbered 9 in the plan.**

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 L4 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 L4 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 L4 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 L4 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.

Surveyors Ref: 04320T5(S3)DP

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**Council Authorised Person**

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

(Sheet 9 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14-2015-1067-1**

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

- (d) ensure that no person shall alter, remove or destroy the retaining wall or any soil, planting or associated fencing within the area designated L4 on the plan without the prior written consent of Camden Council.

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

**CAMDEN COUNCIL**

**Terms of easement numbered 10 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 L5 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 L5 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 L5 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 L5 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 L5 on the plan without the prior written consent of Camden Council.

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

**CAMDEN COUNCIL**


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

The full right and liberty at all times hereafter to have the retaining wall footings within, on or over the area designated L6 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 footings within, on or over the area designated L6 on the plan in good order at all times. If the retaining wall footings are 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 footings within, on or over the area designated L6 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 L6 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.

Surveyors Ref: 04320T5(S3)DP

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**Council Authorised Person**

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

(Sheet 10 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. 14.2015.1067.1

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

- (d) ensure that no person shall alter, remove or destroy the retaining wall footings or any soil, within the area designated L6 on the plan without the prior written consent of Camden Council.

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

**CAMDEN COUNCIL**

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

The full right and liberty at all times hereafter to have the retaining wall footings within, on or over the area designated L7 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 footings within, on or over the area designated L7 on the plan in good order at all times. If the retaining wall footings are 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 footings within, on or over the area designated L7 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 L7 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 footings or any soil, within the area designated L7 on the plan without the prior written consent of Camden Council.

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

**CAMDEN COUNCIL**

**Terms of easement numbered 13 in the plan.**

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

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

**EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION**


**Terms of easement numbered 14 in the plan.**


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

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

**EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION**

Surveyors Ref: 04320T5(S3)DP

.....  
  
.....  
**Council Authorised Person**

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

(Sheet 11 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14.2015.1067.1**

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

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

1.0 Definitions

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

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


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

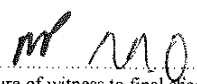
3.0 The fire ratings mentioned in clause 2 must be achieved without the use of fire fighting systems such as automatic sprinklers.

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

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

Surveyors Ref: 04320T5(S3)DP

  
.....  
Council Authorised Person

  
Signature of witness to final Sheet  
Issue H

(Sheet 12 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14.2015.1067.1**

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

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

**EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION**

**Terms of restriction numbered 16 in the plan.**

**1.0 Definitions**

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

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

**3.0 Lessee of Epsilon Distribution Ministerial Holding Corporation Distribution System**

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

NAME OF AUTHORITY having the power to release, vary or modify the terms of the restriction numbered 16 in the plan.

**EPSILON DISTRIBUTION MINISTERIAL HOLDING CORPORATION**


**Terms of restriction numbered 17 in the plan.**

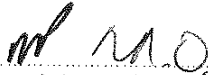
No development shall occur on any lot hereby burdened unless such development is in accordance with the Oran Park Housing Guidelines 2010 Version 1.

NAME OF PERSON having the power to release, vary or modify the terms of the restriction numbered 17 in the plan.

**GREENFIELDS DEVELOPMENT COMPANY**

Surveyors Ref: 04320T5(S3)DP

  
.....  
**Council Authorised Person**

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

(Sheet 13 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. 14.2015.1067.1

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

**Terms of restriction numbered 18 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 18 in the plan.

**GREENFIELDS DEVELOPMENT COMPANY**

**Terms of restriction numbered 19 in the plan.**

No development shall be permitted on the lots hereby burdened unless all proposed construction works that includes earthworks, imported fill, landscaping, buildings, and associated infrastructure proposed to be constructed on the land are carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan within the report titled "Report On Salinity Investigation and Management Plan: Proposed Subdivision Tranche 4-6 Oran Park, Prepared by Douglas Partners, Project 34272.23, Dated December 2011".

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

**CAMDEN COUNCIL**

**Terms of restriction numbered 20 in the plan.**

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

- (a) the dwelling design and footprint is consistent with "Appendix B Noise Modelling Results" and plans "Fig No.TD029-35P01(R3)", identified in the "Road Traffic Noise Assessment Report Oran Park Town Tranche 5 Stage 3, Prepared by Renzo Tonin, Report No TD029-35F02(r3) T5 Stg 3 Road Traffic Noise Assessment, dated 22 March 2018". 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 Oran Park Development Control Plan. In addition, the relevant open space area or relevant principal private open space area must be protected from the road traffic noise source and comply with DECC's Environmental Criteria for Road Traffic Noise. Compliance with the above is to be demonstrated for each dwelling application.

(Sheet 14 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14.2015.1067.1**

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

- (b) the dwelling layout is consistent with "Section 6.1 Building Layout" contained within the "Road Traffic Noise Assessment Report Oran Park Town Tranche 5 Stage 3, Prepared by Renzo Tonin, Report No TD029-35F02(r3) T5 Stg 3 Road Traffic Noise Assessment, dated 22 March 2018". For the burdened lots, the internal noise levels contained within the current Oran Park DCP must be achieved for each dwelling.
- (c) the construction requirements and the window and door treatments are consistent with "Section 6 - Noise Control Treatment Recommendations" and "Table 6 - Acoustic Construction for Treatment Categories" contained within the "Road Traffic Noise Assessment Report Oran Park Town Tranche 5 Stage 3, Prepared by Renzo Tonin, Report No TD029-35F02(r3) T5 Stg 3, Road Traffic Noise Assessment, dated 22 March 2018". For the burdened lots, the internal noise levels contained within the current Oran Park DCP must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
- (d) the dwelling complies as follows:-  
All facades identified in the report may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS 1668 are achieved may be required and compliance with all the requirements is demonstrated for each dwelling application.

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

**CAMDEN COUNCIL**

**Terms of restriction numbered 21 in the plan.**

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

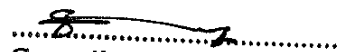
NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the restriction numbered 21 in the plan.

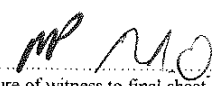
**CAMDEN COUNCIL**

**Terms of restriction numbered 22 in the plan.**

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

Surveyors Ref. 04320T5(S3)DP

  
.....  
Council Authorised Person

  
Signature of witness to final sheet  
Issue H



(Sheet 15 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14.2015.1067.1**

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

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

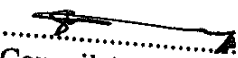
**CAMDEN COUNCIL**

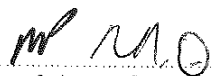
**Terms of positive covenant numbered 23 in the plan.**

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

NAME OF AUTHORITY whose consent is required to release, vary or modify the terms of the positive covenant numbered 23 in the plan.

**CAMDEN COUNCIL**

  
.....  
**Council Authorised Person**

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

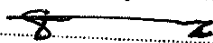
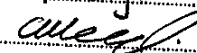
(Sheet 16 of 18 Sheets)

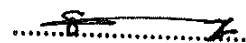
Plan: **DP1224619**

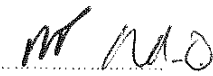
Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14.2015.1067.1**

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

Execution by Council:

**Execution by Camden Council:**  
Signature:   
Signed by: **SUGULE MOHAMED**  
Authorised officer as a delegate of Camden Council pursuant to S.378  
of the Local Government Act 1993 and I hereby certify that I have no  
notice of revocation of such delegation.  
Authority of Officer: **T/L Engineering certification**  
Witness Signature:   
Name of Witness: **Christopher Wood**  
Address of Witness: **70 Central Ave.**  
**Oran Park**

  
.....  
**Council Authorised Person**

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

(Sheet 17 of 18 Sheets)

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14-2015-1067-1**

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

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

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

Signature of witness:

  
\_\_\_\_\_

Signature of attorney:

  
\_\_\_\_\_

Name of witness:

NATASHA ISSAC

Name and position of attorney:

Helen Smith  
Manager Property & Fleet

Address of witness:

c/- Endeavour Energy  
51 Huntingwood Drive  
Huntingwood NSW 2148

Power of attorney:

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

CH

Signing on behalf of:

Endeavour Energy Network Asset Partnership  
ABN 30 586 412 717

Endeavour Energy reference:

URS17091

Date of signature:

15 January 2018

Plan: **DP1224619**

Plan of Subdivision of Lot 3383 in DP1194673  
covered by  
Subdivision Certificate No. **14.2015.1067.1**

**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 BK 4697 No 601

Witness Signature: *Shawn van Duyn*

Print Name: SHAWN VAN DUYN

Address of Witness: PETER SAUCH DA  
ORAN PARR

Signed by Greenfields Development Company Pty Ltd  
ACN 125 285 583

Signature: *Mark Perich*

Print Name: Mark Perich

Office Held: P of A BK 4697 No 603

Witness Signature: *Shawn van Duyn*

Print Name: SHAWN VAN DUYN

Address of Witness: 05 PETER SAUCH DA  
ORAN PARR NSW 2570

Signature: *Michael Robert Owens*

Print Name: MICHAEL ROBERT OWENS

Office Held: P of A BK 4697 No 601

Witness Signature: *Shawn van Duyn*

Print Name: SHAWN VAN DUYN

Address of Witness: PETER SAUCH DA  
ORAN PARR

Signature: *Michael Robert Owens*

Print Name: MICHAEL ROBERT OWENS

Office Held: P of A BK 4697 No 603

Witness Signature: *Shawn van Duyn*

Print Name: SHAWN VAN DUYN

Address of Witness: 05 PETER SAUCH DA  
ORAN PARR NSW 2570

REGISTERED  28.05.2018

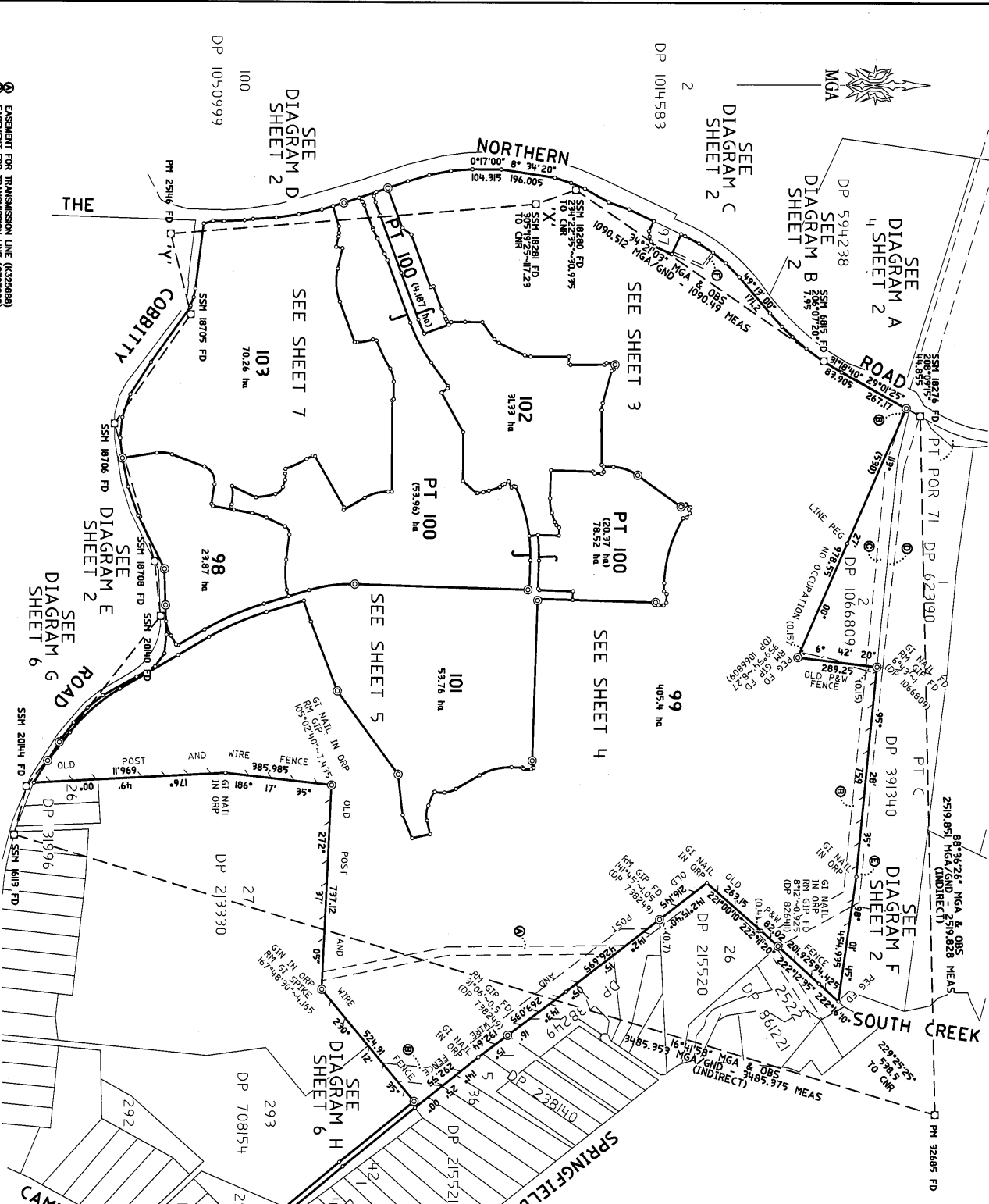
*Shawn van Duyn*  
Council Authorised Person

*Shawn van Duyn*  
Signature of witness to final sheet  
Issue H

PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 7 sheets



SURVEYING REGULATION 61(2) - MGA CO-ORDINATES				
MARK	EASTING	NORTHING	ZONAL CLASS	ORDER SOURCE
SSM 1815	290394.878	6236455.722	56 B Z	SCILNS 31-07-2008
SSM 1613	292109.810	6235527.333	56 C 3	SCILNS 31-07-2008
SSM 18276	290592.037	6236804.847	56 B 2	SCILNS 31-07-2008
SSM 18280	289779.472	6235555.288	56 B 2	SCILNS 31-07-2008
SSM 18281	289931.662	6235540.369	56 B 2	SCILNS 31-07-2008
SSM 18705	290232.722	6234461.280	56 C 3	SCILNS 31-07-2008
SSM 18704	290628.579	6236933.264	56 C 3	SCILNS 31-07-2008
SSM 20144	291935.104	6235570.505	56 B 2	SCILNS 31-07-2008
PH 32685	291311.457	6236866.10	56 B 2	SCILNS 31-07-2008
PH 25168	289993.444	6236007.338	56 B 2	SCILNS 31-07-2008

CONNECTIONS  
 PM 25168 TO SSM 18705  
 75°30'28" MGA - 75°30'35" OBS  
 2386.572 MGA\GROUND & MEAS  
 SSM 18705 TO SSM 18706  
 124°51'20" MGA - 124°51'35" OBS  
 482.354 MGA\GROUND - 482.325 MEAS  
 SSM 18706 TO SSM 18708  
 73°23'06" MGA - 73°23'35" OBS  
 516.090 MGA\GROUND - 516.11 MEAS  
 SSM 18708 TO SSM 20140  
 83°34'50" MGA - 83°34'37" OBS  
 191.779 MGA\GROUND - 191.777 MEAS  
 SSM 20140 TO SSM 20141  
 128°14'11" MGA - 128°14'04" OBS  
 783.341 MGA\GROUND - 783.355 MEAS  
 SSM 20141 TO SSM 20142  
 103°52'50" MGA - 103°52'40" OBS  
 179.939 MGA\GROUND - 179.935 MEAS  
 SSM 18113 TO SSM 32685  
 166°41'58" MGA - 166°41'58" OBS  
 9485.353 MGA\GROUND & MEAS  
 SSM 18280 TO SSM 18276  
 29°27'16" MGA - 29°27'14" OBS  
 400.9 MGA\GROUND - 400.892 MEAS  
 153.809 MGA\GROUND & MEAS  
 AZIMUTH TO PM 25168  
 SSM 18281 TO PM 25168  
 192.635 MGA\GROUND - 192.762 MEAS

- ⊙ EASEMENT FOR TRANSMISSION LINE (A322688)
- ⊙ EASEMENT FOR TRANSMISSION LINE (A322688)
- ⊙ EASEMENT FOR TRANSMISSION LINE (A322688)
- ⊙ EASEMENT FOR TRANSMISSION LINE (A322688)
- ⊙ EASEMENT FOR TRANSMISSION LINE (A322688)
- ⊙ RIGHT OF ACCESS & EASEMENT FOR SERVICES TO WIRE (DP 1127512)

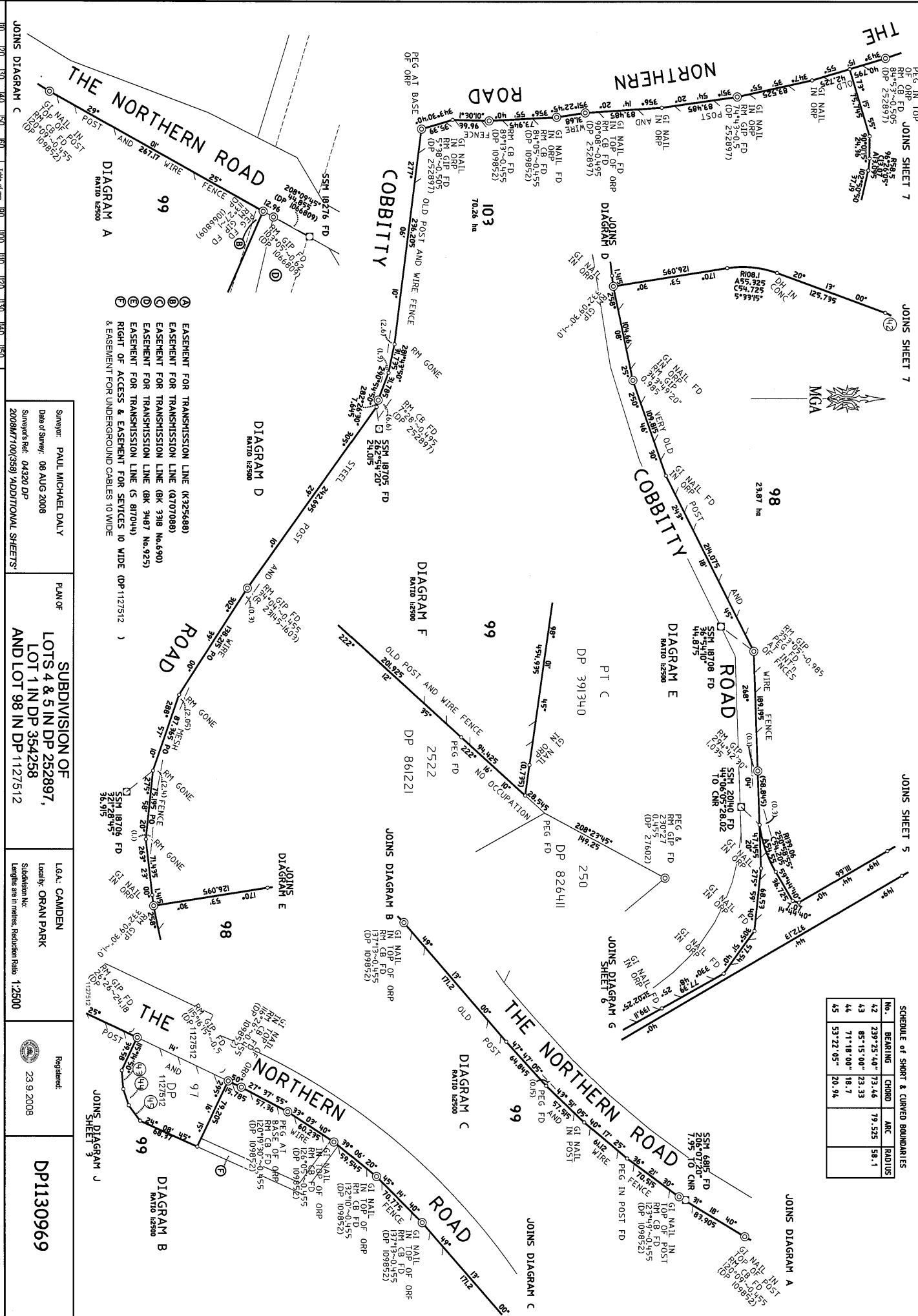
Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 08 AUG 2008  
 Surveyor's Ref: 04320 DP  
 2008M710(259) ADDITIONAL SHEETS

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

L.G.A.: CAMDEN  
 Locality: ORAN PARK  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio: 1:10000

Registered:  
 23.9.2008

DP1130969 P



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC RADIUS
42	239°25'14"	73.146	79.525 58.1
43	85°15'00"	23.33	
44	71°18'00"	18.7	
45	53°22'05"	20.94	

- Ⓐ EASEMENT FOR TRANSMISSION LINE (K325688)
- Ⓑ EASEMENT FOR TRANSMISSION LINE (Q707088)
- Ⓒ EASEMENT FOR TRANSMISSION LINE (BK 318 No.690)
- Ⓓ EASEMENT FOR TRANSMISSION LINE (BK 3487 No.925)
- Ⓔ EASEMENT FOR TRANSMISSION LINE (S 870349)
- Ⓕ RIGHT OF ACCESS & EASEMENT FOR SERVICES 10 WIDE (DP 1127512)
- Ⓖ & EASEMENT FOR UNDERGROUND CABLES 10 WIDE

Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 08 AUG 2008  
 Surveyor's Ref: 04320 DP  
 2008M/T/04(958) ADDITIONAL SHEETS

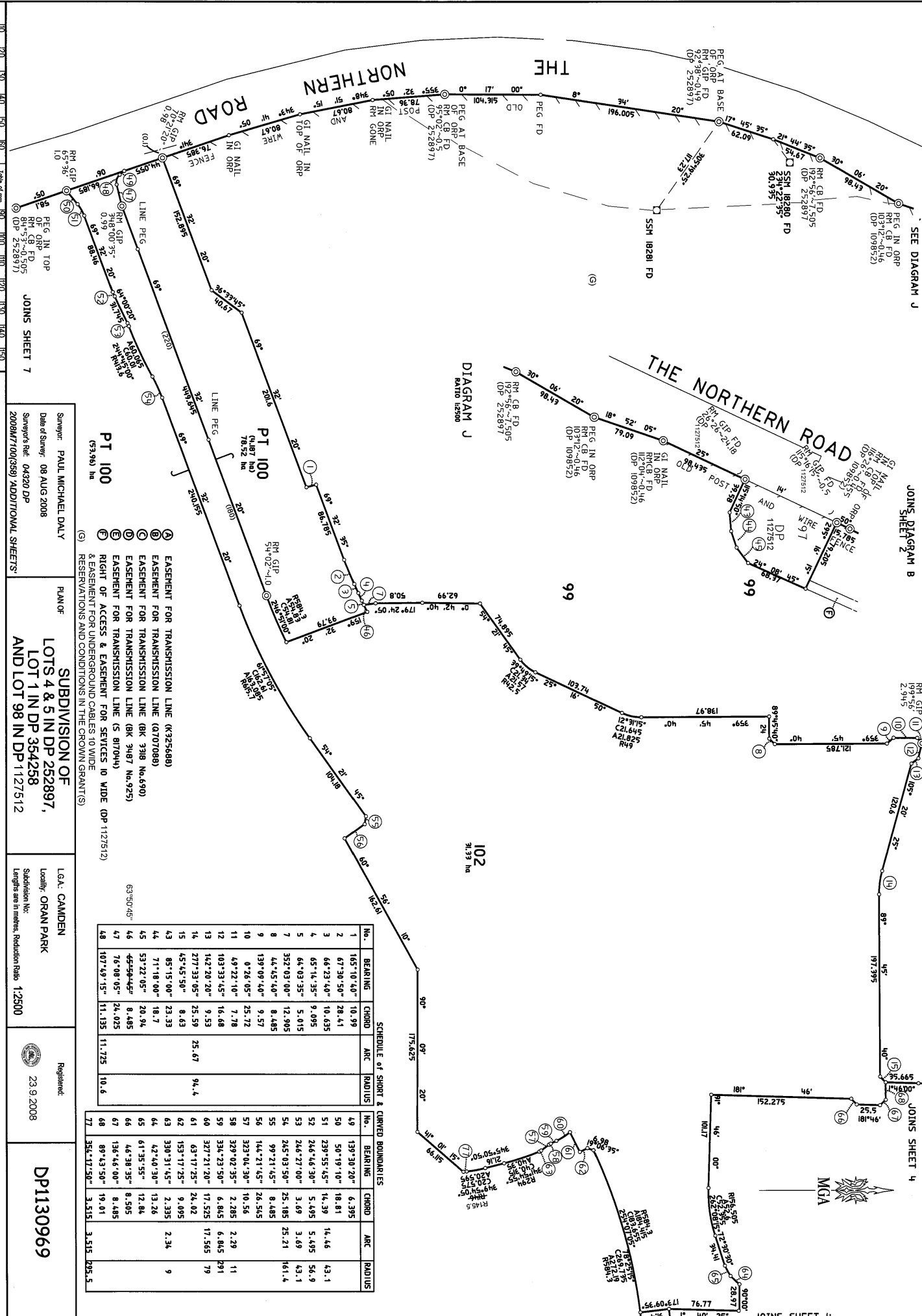
PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512

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

Registered: 23 9 2008

DP1130969

PLAN FORM 2  
 SEE DIAGRAM J  
 JOINS SHEET 2  
 THE NORTHERN ROAD  
 THE NORTHERN ROAD  
 JOINS SHEET 4  
 SHEET 3 OF 7 SHEETS



Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 08 AUG 2008  
 Surveyor Ref: 04320 DP  
 2008M/T/Q/Q/S/9 ADDITIONAL SHEETS.

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

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

Registered: 23 9 2008

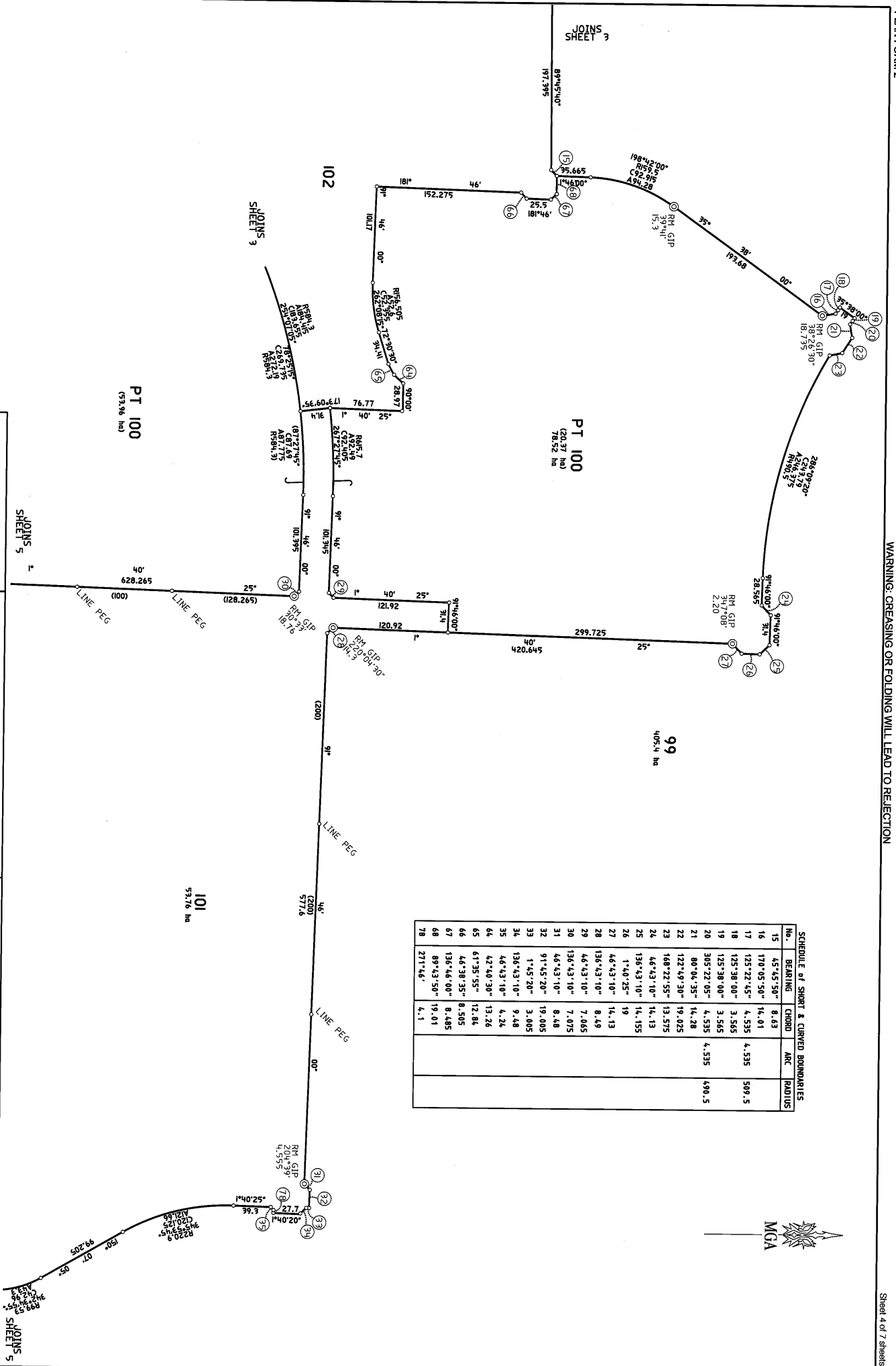
DP1130969

- (A) EASEMENT FOR TRANSMISSION LINE (K325688)
- (B) EASEMENT FOR TRANSMISSION LINE (G1707088)
- (C) EASEMENT FOR TRANSMISSION LINE (BK 318 No.690)
- (D) EASEMENT FOR TRANSMISSION LINE (BK 3187 No.925)
- (E) EASEMENT FOR TRANSMISSION LINE (S B17044)
- (F) RIGHT OF ACCESS & EASEMENT FOR SERVICES 10 WIDE (DP 1127512)
- (G) RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	165°10'40"	10.89			49	139°30'20"	6.395		
2	67°30'50"	20.41			50	50°19'10"	18.81		
3	65°23'40"	10.635			51	239°55'45"	14.39		
4	65°14'35"	9.095			52	246°46'30"	5.495		
5	64°03'35"	5.015			53	245°27'00"	3.69		
6	44°45'40"	8.485			54	245°03'00"	25.185		
7	352°03'00"	12.905			55	99°21'45"	26.545		
8	44°45'40"	8.485			56	144°21'45"	26.545		
9	139°09'40"	9.57			57	323°04'30"	10.56		
10	0°28'05"	25.72			58	329°02'35"	2.285		
11	49°22'10"	7.78			59	334°23'50"	6.845		
12	103°33'45"	16.68			60	327°21'20"	17.525		
13	142°20'20"	9.53			61	153°17'25"	24.02		
14	277°33'05"	25.59			62	153°17'25"	9.095		
15	45°45'50"	8.63			63	330°31'45"	2.335		
16	45°45'50"	8.63			64	42°40'30"	13.26		
17	71°18'00"	10.7			65	61°35'55"	12.84		
18	53°22'05"	20.94			66	64°38'35"	8.505		
19	65°50'45"	8.485			67	136°46'30"	8.485		
20	76°08'05"	24.025			68	69°43'50"	19.01		
21	107°49'15"	11.135			69	354°17'50"	3.515		
22	11°13'25"	10.6			70				
23	107°49'15"	11.135			71				
24	11°13'25"	10.6			72				
25	354°17'50"	3.515			73				

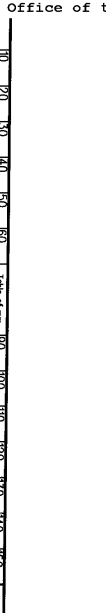
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
15	45°45'50"	8.63		
16	170°05'50"	16.01		
17	125°22'45"	4.535	4.535	509.5
18	125°38'00"	3.565		
19	125°38'00"	3.565		
20	305°22'05"	4.535	4.535	490.5
21	80°04'35"	14.28		
22	122°49'30"	19.025		
23	168°22'55"	13.575		
24	46°43'10"	14.13		
25	136°43'10"	14.155		
26	1°40'25"	19		
27	46°43'10"	14.13		
28	136°43'10"	8.49		
29	46°43'10"	7.065		
30	136°43'10"	7.075		
31	46°43'10"	8.48		
32	91°45'20"	19.005		
33	1°45'20"	3.005		
34	136°43'10"	9.48		
35	46°43'10"	4.24		
36	42°40'30"	13.26		
37	61°35'55"	12.84		
38	46°38'35"	8.505		
39	136°46'00"	8.485		
40	89°43'50"	19.01		
41	211°46'	4.1		

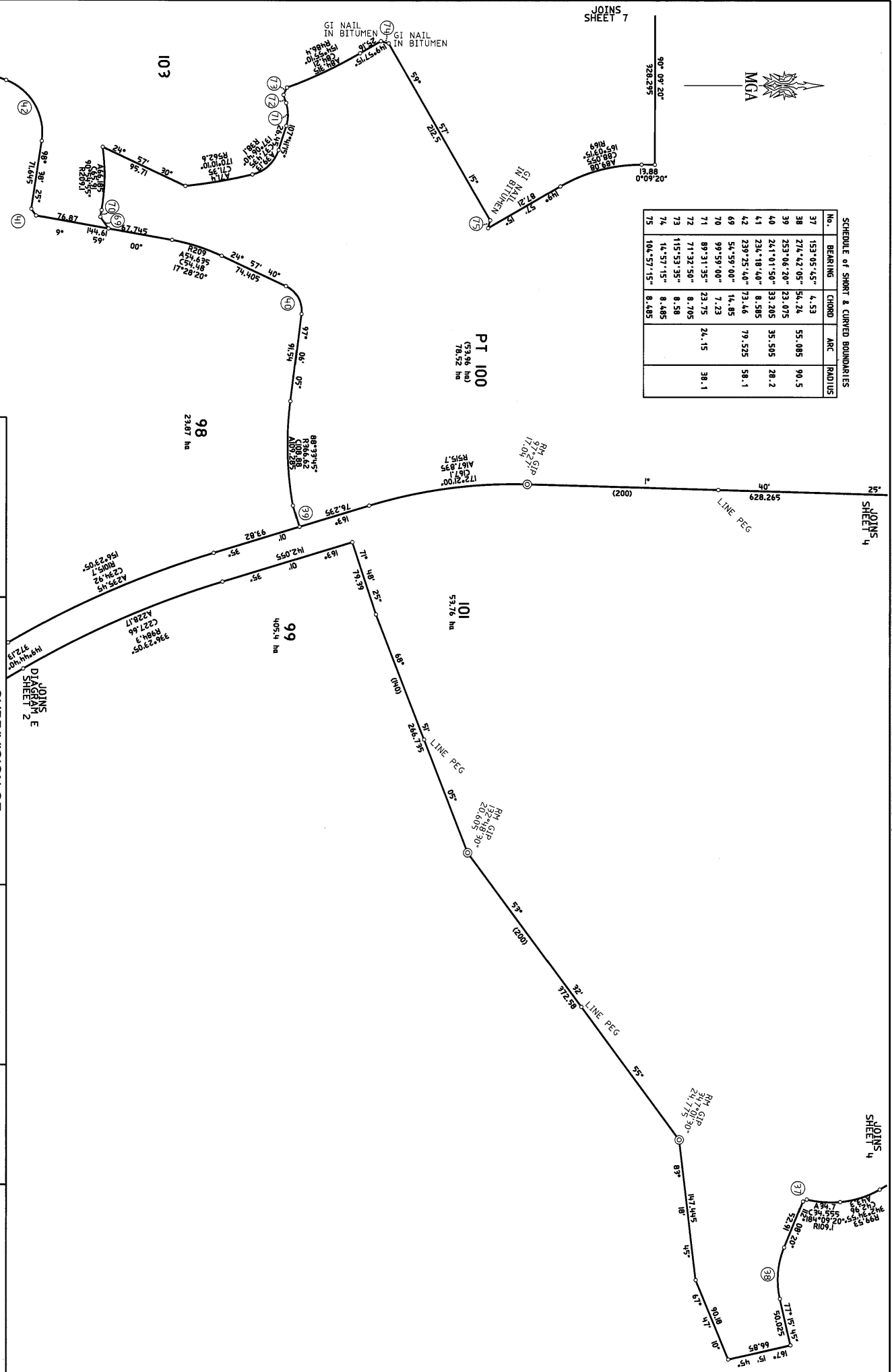
Surveyor: PAUL MICHAEL DALY Date of Survey: 08 AUG 2008 Surveyor's Ref: 04320 DP 20(89/700/359) ADDITIONAL SHEETS	PLAN OF SUBDIVISION OF LOTS 4 & 5 IN DP 252897, LOT 1 IN DP 354258 AND LOT 98 IN DP 1127512	L.G.A.: CAMDEN Locality: ORAN PARK Subdivision No. Lengths are in metres, Reduction Ratio 1:2500	Registered: 23.9.2008	DP1130969
----------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------	--------------------------	-----------





SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
37	153° 05' 45"	4.53		
38	274° 42' 05"	54.24	55.085	90.5
39	253° 06' 20"	23.075	35.505	28.2
40	241° 01' 50"	33.205	79.525	58.1
41	234° 18' 40"	0.505		
42	239° 25' 40"	73.46		
49	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	16° 57' 15"	8.485		
75	104° 57' 15"	8.485		



Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 08 AUG 2008  
 Surveyor's Ref: 04320 DP  
 2008M7100(350) ADDITIONAL SHEETS

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

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

Registered:  
 23 9 2008

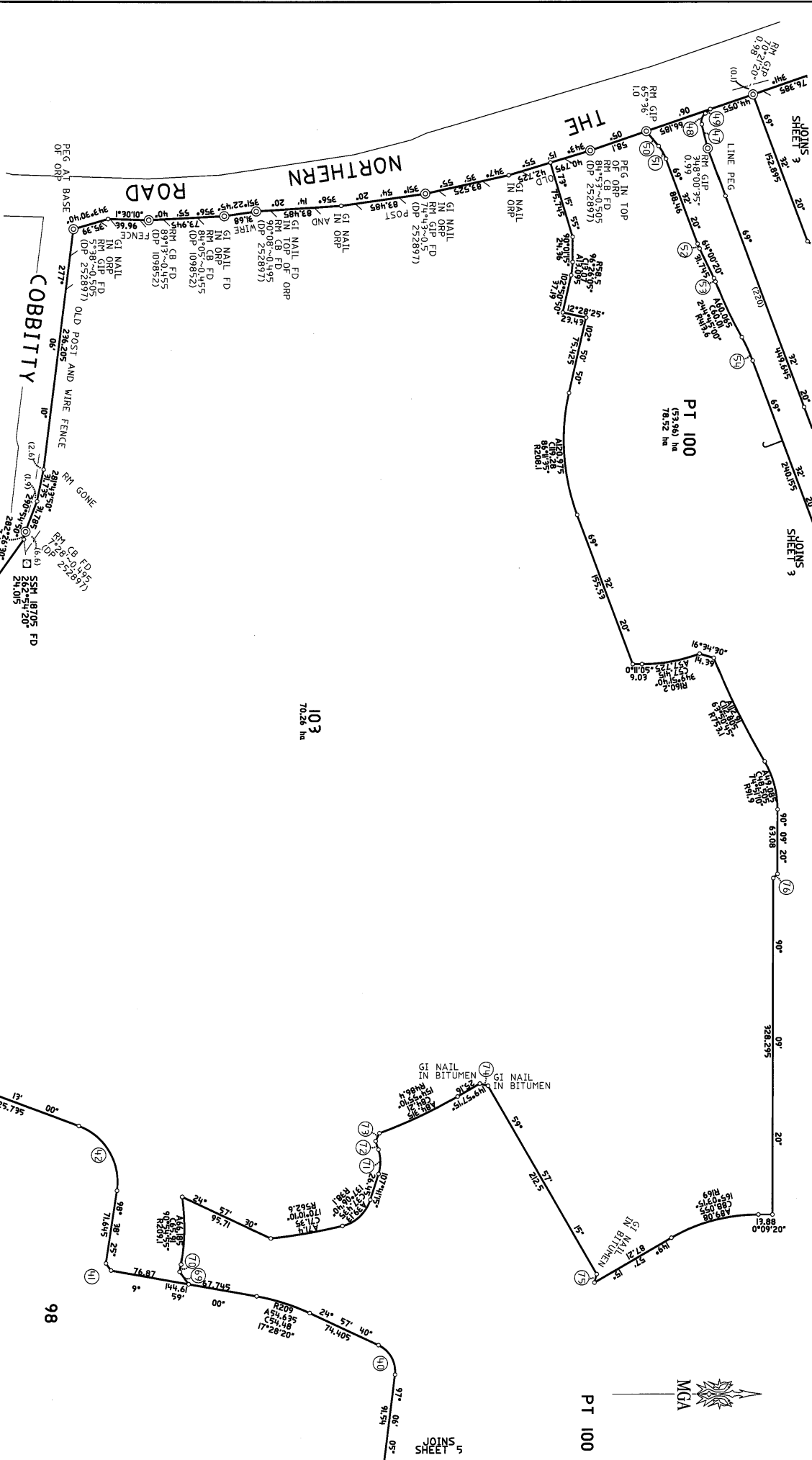
DP1130969



PLAN FORM 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 7 of 7 sheets



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
40	241°01'50"	33.205	35.505	28.2
41	234°18'40"	8.585	79.525	58.1
42	239°23'40"	73.46	79.525	58.1
47	76°08'05"	24.025	14.46	43.1
48	107°49'15"	11.135	14.46	43.1
49	139°30'20"	6.395	5.495	56.9
50	50°19'10"	18.81	14.46	43.1
51	239°55'45"	14.39	5.495	56.9
52	246°46'30"	5.495	5.495	56.9

No.	BEARING	CHORD	ARC	RADIUS
53	244°27'00"	3.69	3.69	43.1
54	245°03'50"	25.185	25.21	161.4
69	54°59'00"	14.85	7.23	38.1
70	99°59'00"	7.23	7.23	38.1
71	71°32'50"	8.705	8.705	38.1
72	115°53'35"	8.705	8.705	38.1
73	115°53'35"	8.705	8.705	38.1
74	14°57'15"	8.485	8.485	38.1
75	104°57'15"	8.485	8.485	38.1
76	135°49'20"	5.885	5.885	38.1

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

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

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

Registered:  
 23.9.2008  
 DP1130969

**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 1 of 1 sheet(s)

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

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

**1. RESTRICTION ON THE USE OF LAND**

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

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

**Crown Lands NSW/Western Lands Office Approval**

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

**Subdivision Certificate**

I certify that the provisions of s.109J of the Environmental Planning and  
 Assessment Act 1979 have been satisfied in relation to:  
 the proposed SUBDIVISION set out herein  
 (insert "subdivision" or "new road")  
 \* Authorised Person/General Manager/Accredited Certifier  
 Consent Authority: CAMDEN COUNCIL  
 Date of Endorsement: 28 AUG 2008  
 Accreditation no: .....  
 Subdivision Certificate no: 32/2008  
 File no: 5850-280  
 \* Delete whichever is inapplicable.



**DP1130969 S**

Registered: 23.9.2008  
 Title System: TORRENS  
 Purpose: SUBDIVISION

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

L.G.A.: CAMDEN  
 Locality: ORAN PARK  
 Parish: COOK  
 County: CUMBERLAND

**Surveying Regulation, 2006**

I **PAUL MICHAEL DALY**  
 of JOHN M. DALY & ASSOC. PTY. LTD. P.O. BOX 25 CAMPBELLTOWN  
 a surveyor registered under the Surveying Act, 2002, certify that the  
 survey represented in this plan is accurate, has been made in  
 accordance with the Surveying Regulation, 2006 and was completed  
 on: 08 AUG 2008.

The survey relates to  
LOTS 98 TO 103

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

Signature *[Handwritten Signature]* Dated: 18-08-2008  
 Surveyor registered under the Surveying Act, 2002

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

Plans used in the preparation of survey/compilation

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

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

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

\* OFFICE USE ONLY

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

Lengths are in metres

(Sheet 1 of 2 Sheets)



**DP1130969 B**

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

Full name and address of the owner of the land:

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

**PART 1 (Creation)**

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

**Part 2 (Terms)**

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

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

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

**CAMDEN COUNCIL**

Approved by the Council of Camden

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

# DP1130969

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

Lengths are in metres

(Sheet 2 of 2 Sheets)

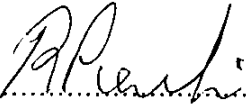
Plan:

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

Tony Perich  
director



PART 2 (CONTINUED)


Owners Signature .....  .....

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

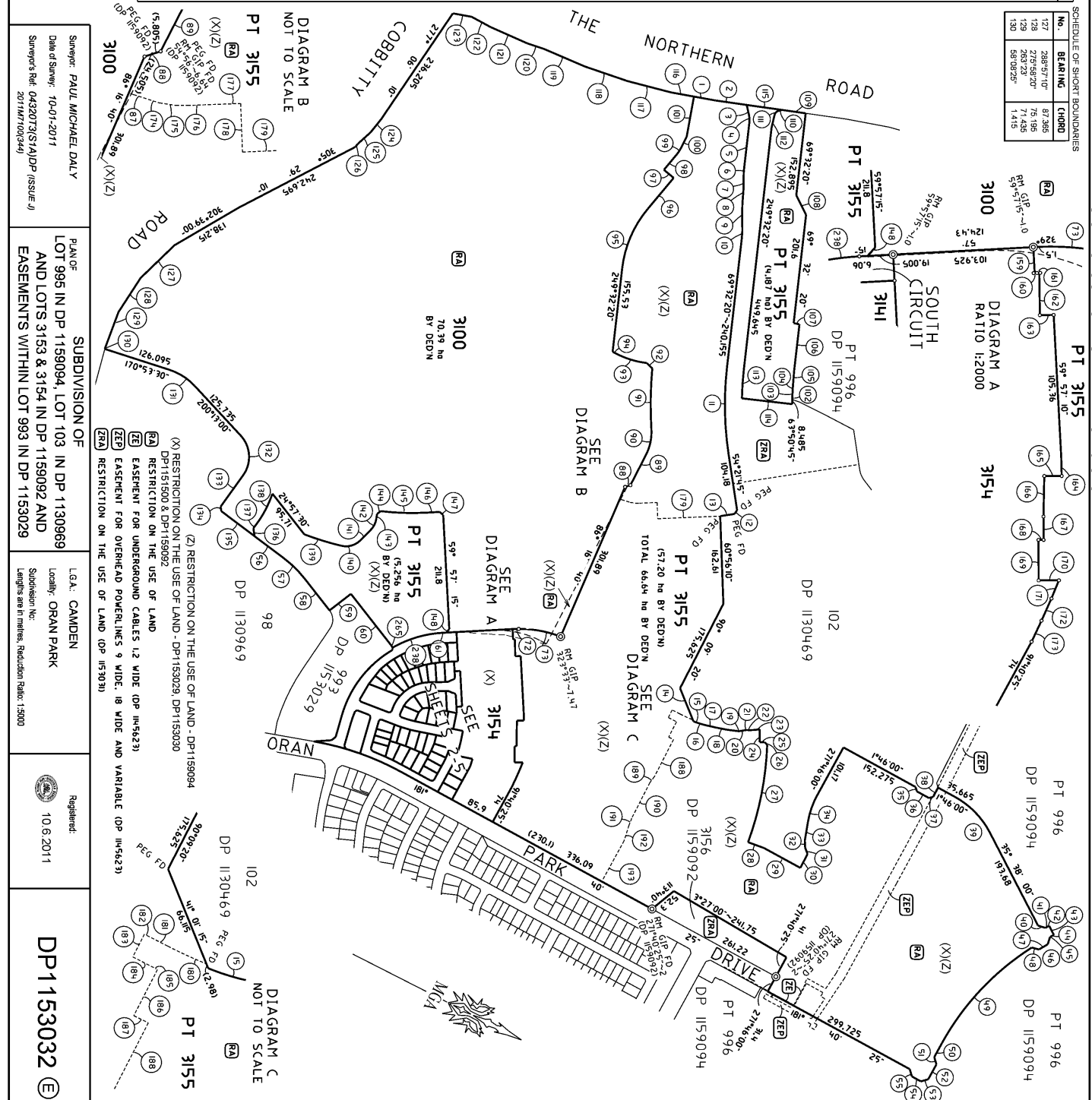
Name of Witness: .....

Address of Witness: .....

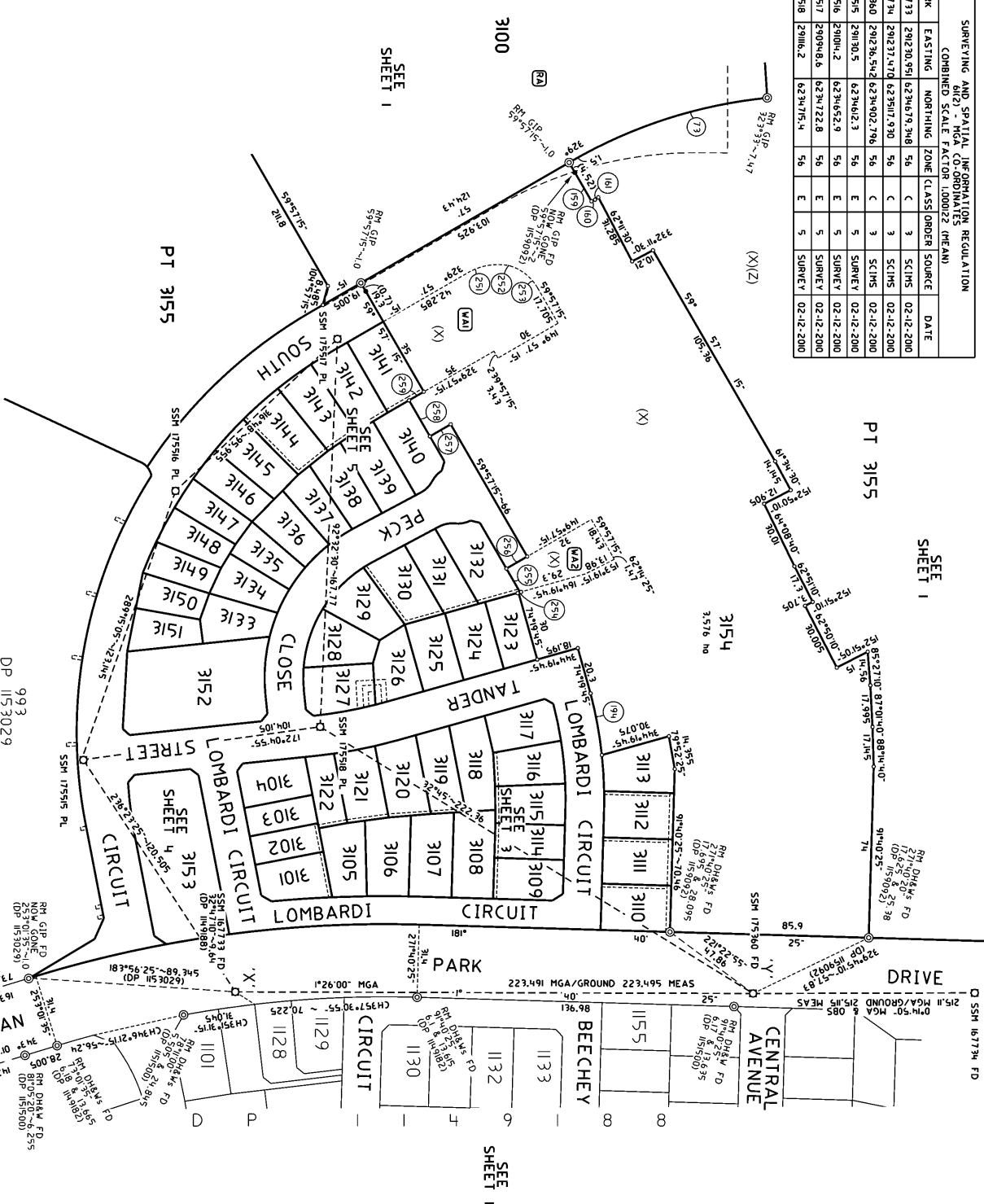
Signature of Witness: .....

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

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	34.71935°	40.395			114	159°32'20"	97.370		
2	32.31135°	38.81			115	32°00'00"	68.63		
3	50°00'00"	10.39			116	278°57'10"	68.63		
4	59°55'45"	10.39			117	278°57'20"	75.185		
5	69°32'20"	18.46			118	280°28'20"	71.425		
6	66°46'30"	5.495			119	68°08'25"	1.145		
7	64°00'20"	31.745			120	59°52'55"	3.7		
8	66°47'	3.69			121	345°52'44"	150.025		
9	65°03'50"	25.185			122	345°52'44"	150.025		
10	61°57'05"	162.61			123	226°43'30"	4.24		
11	99°21'45"	8.485			124	226°43'30"	4.24		
12	114°21'45"	26.545			125	226°43'30"	4.24		
13	114°21'45"	26.545			126	226°43'30"	4.24		
14	4°10'15"	66.115			127	59°52'55"	3.7		
15	35.4°17'50"	3.515			128	345°52'44"	150.025		
16	34.9°54'05"	20.575			129	345°52'44"	150.025		
17	34.5°50'50"	21.16			130	345°52'44"	150.025		
18	34.1°54'55"	2.335							
19	330°31'45"	4.035							
20	329°04'30"	2.85							
21	329°04'30"	2.85							
22	329°04'30"	2.85							
23	329°04'30"	2.85							
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110	329°04'30"	2.85							
111	329°04'30"	2.85							
112	329°04'30"	2.85							
113	329°04'30"	2.85							



SURVEYING AND SPATIAL INFORMATION REGULATION 6(12) - HGA CO-ORDINATES COMBINED SCALE FACTOR 1.00022 (MEAN)					
MARK	EASTING	NORTHING	ZONE	CLASS ORDER SOURCE	DATE
SSM 167733	291220.951	6239470.398	56	C	3
SSM 167734	291237.470	6239517.930	56	C	3
SSM 175360	291236.542	6239402.796	56	C	3
SSM 177515	29130.5	6239612.3	56	E	5
SSM 177516	29104.2	6239652.9	56	E	5
SSM 177517	290948.6	6239422.8	56	E	5
SSM 177518	29106.2	6239475.4	56	E	5



No.	BEARING	CHORD	ARC	RADIUS
73	34.270655	88.565	89.235	210.2
159	59.5715	19.3		
160	329.5710	1.5		
161	330.1420	1.895		190.9
184	79.2415	27.115		179.3
251	34.92145	17.385		17.7
252	14.06450	1.78		1.785
253	39.3215	14.58		10.2
254	34.41945	0.7		14.895
255	59.5715	11.8		
256	14.91715	10.4		
257	329.5715	10.4		
258	59.5715	18		
259	329.5715	7.4		

SSM CONNECTIONS  
 SSM 167734 - SSM 167733  
 180°51'06" MGA & 085°5'  
 438.576 MGA/GROUND 438.585 MEAS

- (RA) RESTRICTION ON THE USE OF LAND
- (MA) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE
- (MA2) RESTRICTION ON THE USE OF LAND - DP1153029, DP1153030, DP1151500 & DP1159092
- (Z) RESTRICTION ON THE USE OF LAND - DP1159094

Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 10-01-2011  
 Surveyor's Ref: 0432073(S)ADP (ISSUE 4)  
 2011M700(944)

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

L.G.A. CRAMDEN  
 Location: ORAN PARK  
 Subdivision No:  
 Lengths are in metres. Reduction Ratio: 1:1250

Registered:  
 10.6.2011

DP1153032

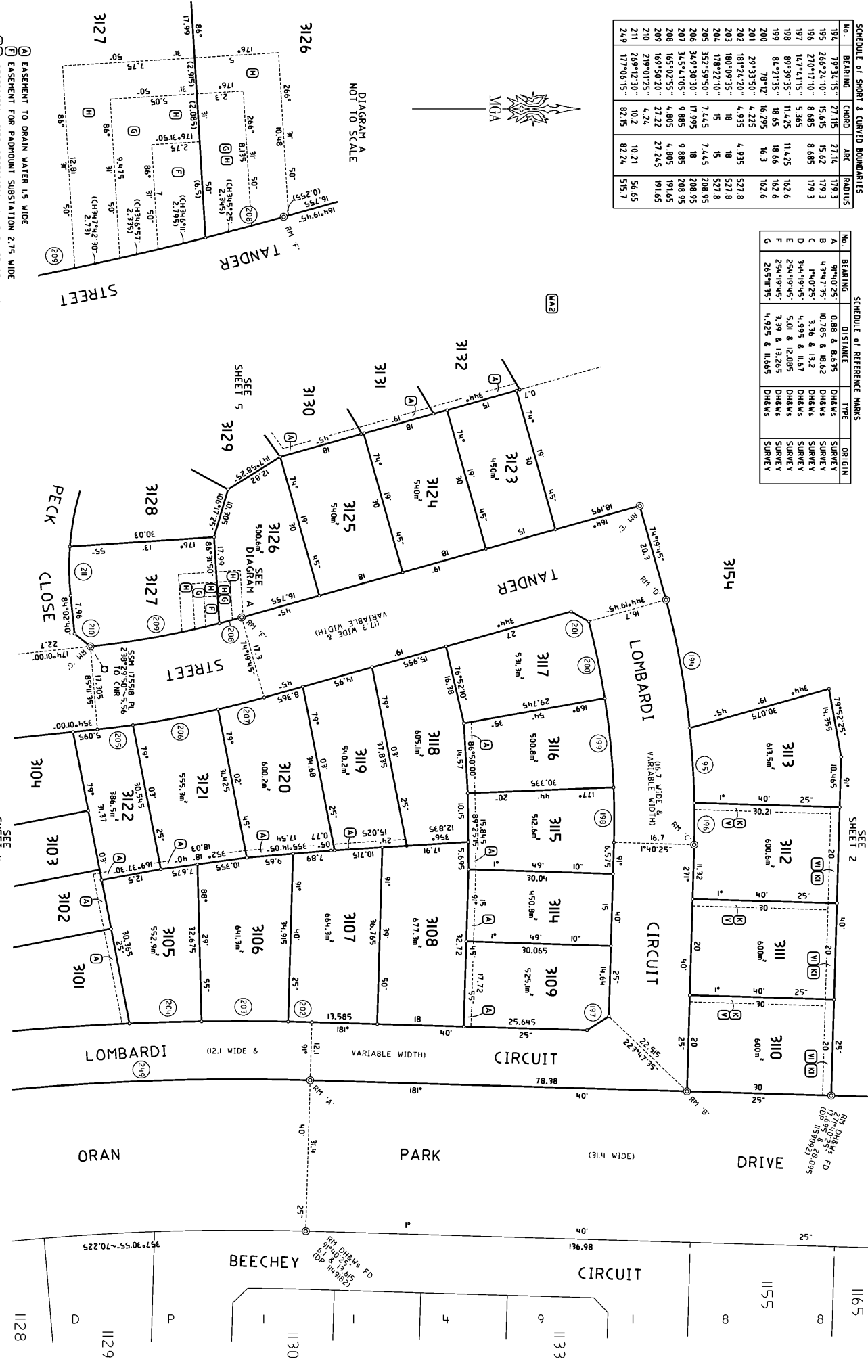


SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
194	79°32'15"	27.115	27.115	179.3
195	266°72'10"	15.615	15.62	179.3
196	270°17'10"	8.685	8.685	179.3
197	167°14'15"	5.365	11.425	162.6
198	89°39'35"	11.425	18.66	162.6
199	84°27'35"	18.66	16.3	162.6
200	78°12'	16.295	16.3	162.6
201	29°33'50"	4.225	4.935	527.8
202	181°24'20"	4.935	18	527.8
203	180°09'35"	15	15	527.8
204	178°22'10"	15	7.445	208.95
205	352°59'50"	7.445	18	208.95
206	369°30'30"	17.995	9.885	208.95
207	345°41'05"	9.885	4.805	191.65
208	165°02'55"	4.805	27.22	27.225
209	169°50'20"	27.22	4.24	191.65
210	219°01'25"	4.24	10.21	56.65
211	269°12'30"	10.21	82.24	515.7
249	177°06'15"	82.15	82.24	515.7

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	TYPE	ORIGIN
A	91°40'25"	0.88 & 8.625	DH&MS	SURVEY
B	4°37'35"	10.785 & 18.62	DH&MS	SURVEY
C	1°40'25"	3.36 & 13.2	DH&MS	SURVEY
D	34°49'45"	4.995 & 11.67	DH&MS	SURVEY
E	25°49'45"	5.01 & 12.065	DH&MS	SURVEY
F	25°49'45"	3.20 & 12.265	DH&MS	SURVEY
G	265°49'35"	4.925 & 11.665	DH&MS	SURVEY



**Legend:**

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR PADPOINT SUBSTATION 2.75 WIDE
- (G) RESTRICTION ON THE USE OF LAND 1.4 WIDE
- (H) RESTRICTION ON THE USE OF LAND 1.4 WIDE
- (I) RESTRICTION ON THE USE OF LAND 1.4 WIDE
- (J) RESTRICTION ON THE USE OF LAND 1.8 WIDE
- (K) RESTRICTION ON THE USE OF LAND 1.4 WIDE
- (L) RESTRICTION ON THE USE OF LAND 1.8 WIDE
- (M) POSITIVE COVENANT 1.4 WIDE
- (N) POSITIVE COVENANT 1.8 WIDE
- (W) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

**Surveyor:** PAUL MICHAEL DALY  
 Date of Survey: 10-01-2011  
 Surveyor's Ref: 0432073(STATE)DP (ISSUE 4)  
 2011M170(02/4)

**PLAN OF SUBDIVISION OF LOT 995 IN DP 1159094, LOT 103 IN DP 1130969 AND LOTS 3153 & 3154 IN DP 1159092 AND EASEMENTS WITHIN LOT 993 IN DP 1159029**

**L.G.A. CAMDEN**  
 Locality: ORAN PARK  
 Subdivision No: [blank]  
 Lengths are in metres, Reduction Ratio: 1:500

**Registered:** 10.6.2011

**DP1153032**

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP1153032

ePlan

Sheet 4 of 5 sheets

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	TYPE	ORIGIN
G	265°11'35"	4.925 & 11.865	DH&M	SURVEY
H	174°02'40"	4.21 & 12.85	DH&M	SURVEY
J	174°00'	7.585 & 15.07	DH&M	SURVEY
K	174°00'	5.005 & 11.68	DH&M	SURVEY
L	129°21'30"	9.685 & 17.985	DH&M	SURVEY
M	204°38'50"	9.57 & 20.13	DH&M	SURVEY
N	149°03'25"	4.05 & 11.505	DH&M	SURVEY
P	354°57'20"	5.395 & 22.775	DH&M	SURVEY
O	150°00'	3.795 & 20.115	DH&M	SURVEY
R	25°48'30"	4.2232	DH&M	SURVEY
S	262°58'05"	4.7175 & 18.515	DH&M	SURVEY
T	171°42'45"	5.04 & 14.175	DH&M	SURVEY

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
60	204°57'35"	172.68	15	5277.8
204	178°22'10"	15	15	7.445
205	352°59'50"	7.445	7.445	208.95
209	169°50'20"	27.22	27.245	191.65
210	219°01'25"	4.74	4.74	6.375
211	269°12'30"	10.2	10.21	56.65
212	287°59'55"	26.69	26.965	56.65
213	314°25'10"	25.005	25.305	56.65
222	156°00'45"	14.335	14.36	73.35
223	173°55'50"	11.76	11.775	73.35
224	108°52'10"	10.85	10.86	73.35
225	108°16'25"	10.85	10.86	73.35
226	129°01'50"	4.245	4.245	73.35
227	129°01'50"	4.245	4.245	73.35
228	221°59'25"	4.015	4.575	190.4
229	293°23'20"	16.575	16.575	190.4
231	298°06'10"	16.865	16.865	190.4
232	302°51'35"	15.64	15.64	190.4
233	307°27'	15.64	15.64	190.4

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
238	316°32'10"	97.32	98.22	209.7
239	214°02'10"	4.21	4.26	8
240	280°47'10"	152.61	156.33	206.1
241	166°15'10"	58.05	58.08	515.7
242	214°08'35"	6.375	6.375	8.375
243	262°44'	23.335	23.35	181.9
244	310°26'55"	4.35	4.35	5.75
245	34°32'15"	4.42	4.42	5.75
246	308°32'15"	4.055	4.055	5.75
247	209°50'05"	5.16	26.295	527.8
248	116°07'40"	26.29	26.29	527.8
249	177°06'15"	82.15	82.24	515.7
250	171°00'25"	27.52	27.515	515.7
251	88°27'40"	1.0	1.0	1.0
252	98°32'	1.0	1.0	1.0
253	106°18'15"	1.0	1.0	1.0
254	116°38'20"	1.0	1.0	1.0
255	35°52'20"	3.30	3.325	8



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
238	316°32'10"	97.32	98.22	209.7
239	214°02'10"	4.21	4.26	8
240	280°47'10"	152.61	156.33	206.1
241	166°15'10"	58.05	58.08	515.7
242	214°08'35"	6.375	6.375	8.375
243	262°44'	23.335	23.35	181.9
244	310°26'55"	4.35	4.35	5.75
245	34°32'15"	4.42	4.42	5.75
246	308°32'15"	4.055	4.055	5.75
247	209°50'05"	5.16	26.295	527.8
248	116°07'40"	26.29	26.29	527.8
249	177°06'15"	82.15	82.24	515.7
250	171°00'25"	27.52	27.515	515.7
251	88°27'40"	1.0	1.0	1.0
252	98°32'	1.0	1.0	1.0
253	106°18'15"	1.0	1.0	1.0
254	116°38'20"	1.0	1.0	1.0
255	35°52'20"	3.30	3.325	8

Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 10-01-2011  
 Surveyor's Ref: 04320713(S1ADP) (ISSUE 4)  
 PLAN OF LOT 995 IN DP 1159094, LOT 103 IN DP 1130969 AND LOTS 3153 & 3154 IN DP 1159092 AND EASEMENTS WITHIN LOT 993 IN DP 1153029

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

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

Registered: 10.6.2011  
 DP1153032



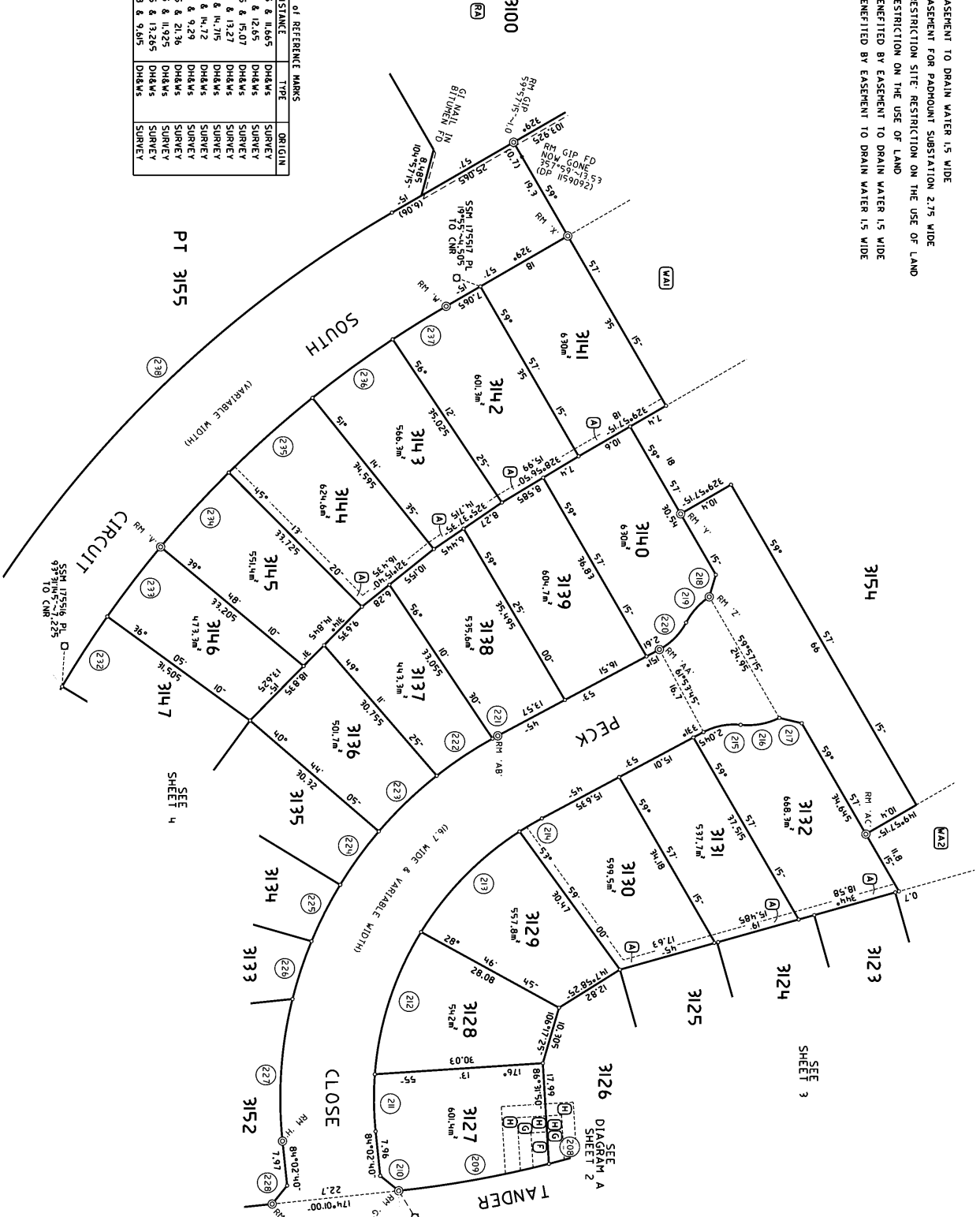
- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT FOR PADMOUNT SUBSTATION ON THE USE OF LAND
- (C) RESTRICTION ON THE USE OF LAND
- (D) RESTRICTION ON THE USE OF LAND
- (E) RESTRICTED BY EASEMENT TO DRAIN WATER 1.5 WIDE
- (F) BENEFITED BY EASEMENT TO DRAIN WATER 1.5 WIDE

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CURVED	ARC	RADIUS
208	165°02'55"	4.805	191.65	
209	169°50'20"	27.22	27.245	191.65
210	219°01'25"	4.24	10.21	56.65
211	269°12'30"	10.2	26.945	56.65
212	287°59'55"	26.69	25.305	56.65
213	314°25'10"	6.42	4.625	56.65
214	329°24'	6.765	6.865	11.5
215	348°59'45"	6.995	6.865	11.5
216	342°50'55"	6.995	7.09	12.5
217	13°24'45"	4.115	6.24	12.5
218	106°29'40"	4.115	6.865	11.5
219	132°00'	6.175	10.6	73.35
220	134°47'45"	6.765	11.965	73.35
221	151°29'20"	1.06	11.775	73.35
222	146°23'35"	11.95	14.36	73.35
223	136°06'45"	14.335	11.775	73.35
224	105°55'50"	11.76	11.3	73.35
225	116°52'10"	11.29	10.86	73.35
226	108°14'25"	10.85	10.86	73.35
227	94°01'20"	25.615	25.545	190.4
228	129°01'50"	4.245	15.64	190.4
229	129°01'50"	4.245	18.005	190.4
230	312°30'45"	18	20.01	190.4
231	312°30'45"	18	17.72	190.4
232	312°30'45"	17.72	17.73	190.4
233	323°54'40"	11.215	11.22	190.4
234	323°54'40"	11.215	98.22	209.4

SCHEDULE OF REFERENCE MARKS

No.	BEARING	DISTANCE	TYPE	ORIGIN
G	265°11'35"	4.925 & 11.865	DHdWS	SURVEY
H	174°02'40"	4.21 & 12.85	DHdWS	SURVEY
J	174°02'40"	7.585 & 15.07	DHdWS	SURVEY
V	39°48'07"	3.42 & 13.27	DHdWS	SURVEY
W	59°57'15"	3.4 & 14.715	DHdWS	SURVEY
X	59°57'15"	1.84 & 14.72	DHdWS	SURVEY
Y	189°33'45"	3.335 & 21.36	DHdWS	SURVEY
Z	239°57'45"	4.75 & 11.925	DHdWS	SURVEY
AA	244°53'45"	3.405 & 9.845	DHdWS	SURVEY
AB	244°53'45"	2.08 & 9.845	DHdWS	SURVEY
AC	106°05'30"		DHdWS	SURVEY



Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 10-01-2011  
 Surveyor's Ref: 0432073(A)DP (ISSUE 4)  
 2011M7100(94)

PLAN OF SUBDIVISION OF LOT 985 IN DP 1159094, LOT 103 IN DP 11306969 AND LOTS 3153 & 3154 IN DP 1159092 AND EASEMENTS WITHIN LOT 983 IN DP 1153029

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

Registered:  
 10.6.2011

DP1153032

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 2 sheet(s)

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

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

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

IT IS INTENDED TO DEDICATE :

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

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

**Crown Lands NSW/Western Lands Office Approval**

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

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

**Subdivision Certificate**

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

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

*C M Wignall*

\* Authorised Person/General Manager/Accredited Certifier


Consent Authority: Camden Council  
 Date of Endorsement: 6th May 2011  
 Accreditation no: .....  
 Subdivision Certificate no: 18/2011  
 File no: DA 1435/2009

\* Strike through inapplicable parts.

Office Use Only

**DP1153032**

Office Use Only

Registered:  10.6.2011  
 Title System: TORRENS  
 Purpose: SUBDIVISION

**PLAN OF**

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

L.G.A.: CAMDEN  
 Locality: ORAN PARK  
 Parish: COOK  
 County: CUMBERLAND

**Surveying Certificate**

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

The survey relates to  
LOTS 3101 TO 3154  
PART LOT 3100 AND PART LOT 3155 COMPILED  
 (specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

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

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


**Plans used in the preparation of survey/compilation**

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

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


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


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

<b>PLAN OF</b> SUBDIVISION OF LOT 995 IN DP 1159094, LOT 103 IN DP 1130969 AND LOTS 3153 & 3154 IN DP 1159092 AND EASEMENTS WITHIN LOT 993 IN DP 1153029	Office Use Only
	<b>DP1153032</b>
	Office Use Only
<b>Registered:</b>  10.6.2011	

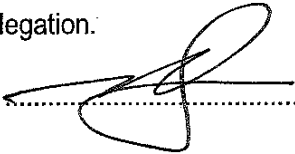
Subdivision Certificate No: 18/2011 Date of Endorsement: 6th May 2011


Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature:   
Print Name: Mark Perich  
Office Held POFA Book 4586 No. 436  
23/3/10

Signature:   
Print Name: RALPH BRUCE  
Office Held POFA 4586/436 Dated 23/3/2010

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

Signature: 

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee  
SIGNED by GEOFFREY SMITH as attorney  
for Westpac Banking Corporation under  
power of attorney Book 4299 No. 332  
  
(Signature) Tier Three Attorney  
By executing this instrument the attorney  
states that the attorney has received no  
notice of the revocation of the power of  
attorney.  
I certify that the attorney for the Mortgagee  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.  
Signature of witness: **KATHLEEN FOX**  
Name of witness:   
Address of witness: Level 29, 275 Kent St  
Sydney NSW 2000

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

(Sheet 1 of 10 Sheets)

Plan: **DP1153032**

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

Full name and address of  
 the owner of the land

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

**PART 1 (Creation)**

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

*PM*

(Sheet 2 of 10 Sheets)

Plan: **DP1153032**

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

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

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

**PART 2 (Terms)**

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

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

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

**CAMDEN COUNCIL**

(Sheet 3 of 10 Sheets)

Plan: **DP1153032**

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

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

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

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

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

**ENDEAVOUR ENERGY**

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

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

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

**ENDEAVOUR ENERGY**

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

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



(Sheet 4 of 10 Sheets)

Plan: **DP1153032**

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

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

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

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

**ENDEAVOUR ENERGY**

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

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

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

**CAMDEN COUNCIL**

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

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

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

**CAMDEN COUNCIL**

(Sheet 5 of 10 Sheets)

Plan: **DP1153032**

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

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

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

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

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

**CAMDEN COUNCIL**

*Cmc*

(Sheet 6 of 10 Sheets)

Plan: **DP1153032**

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

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

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

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

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

**CAMDEN COUNCIL**

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

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

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

**CAMDEN COUNCIL**

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

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

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

**CAMDEN COUNCIL**

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

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

(Sheet 7 of 10 Sheets)

Plan: **DP1153032**

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

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

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

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

**GREENFIELDS DEVELOPMENT COMPANY**

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

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

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

**GREENFIELDS DEVELOPMENT COMPANY**

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

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

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

**CAMDEN COUNCIL**

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

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

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

**CAMDEN COUNCIL**

*CMC*

(Sheet 8 of 10 Sheets)

Plan: **DP1153032**

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

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

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

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

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

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

**THE REGISTERED PROPRIETOR OF THE BENEFITING LOT**

Approved by the Council of Camden

  
.....  
General Manager/Authorised Person

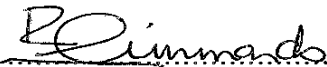
(Sheet 9 of 10 Sheets)

Plan: **DP1153032**

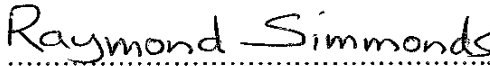
Plan of Subdivision of Lot 995 in DP 1159094,  
Lot 103 in DP 1130969 and  
Lots 3153 & 3154 in DP 1159092 and Easements  
within Lot 993 in DP1153029  
covered by Subdivision Certificate No. 1435/2009

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

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

.....

Signature of witness

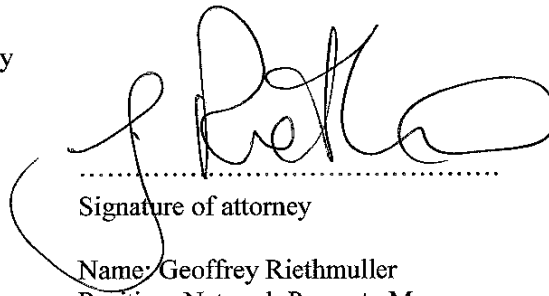
.....

Name of witness

c/- Endeavour Energy

51 Huntingwood Drive

Huntingwood NSW 2148

.....

Signature of attorney

Name: Geoffrey Riethmuller

Position: Network Property Manager

Date of execution: 6 April 2011

Reference: URS11417

(Sheet 10 of 10 Sheets)

Plan: **DP1153032**

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

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

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature: *Mark Perich*

Print Name: **Mark Perich**

Office Held: P of A 4586 No.836

Signature: *Ralph Bruce*

Print Name: **Ralph Bruce**

Office Held: P of A 4586 No.836

Signed by Greenfields Development Company Pty Ltd

Signature: *Mark Perich*

Print Name: **Mark Perich**

Office Held: P of A 4558 No.71

Signature: *Ralph Stuart Bruce*

Print Name: **Ralph Stuart Bruce**

Office Held: P of A 4558 No.71

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

Signature: *Matthew Beggs*

REGISTERED  10.6.2011

Certified correct for the purposes of the  
Real Property Act 1900 by the Mortgagee  
SIGNED by *GRAHAM SMITH* as attorney  
for Westpac Banking Corporation under  
power of attorney Book 4299 No. 332  
*Matthew Beggs*  
(Signature) Tier Three Attorney  
By executing this instrument the attorney  
states that the attorney has received no  
notice of the revocation of the power of  
attorney.  
I certify that the attorney for the Mortgagee  
with whom I am personally acquainted or as  
to whose identity I am otherwise satisfied,  
signed this instrument in my presence.  
Signature of witness: **KATHLEEN FOX**  
Name of witness: *Kathleen Fox*  
Address of witness: Level 29, 275 Kent St  
Sydney NSW 2000



**SCHEDULE OF SHORT & CURVED BOUNDARIES**

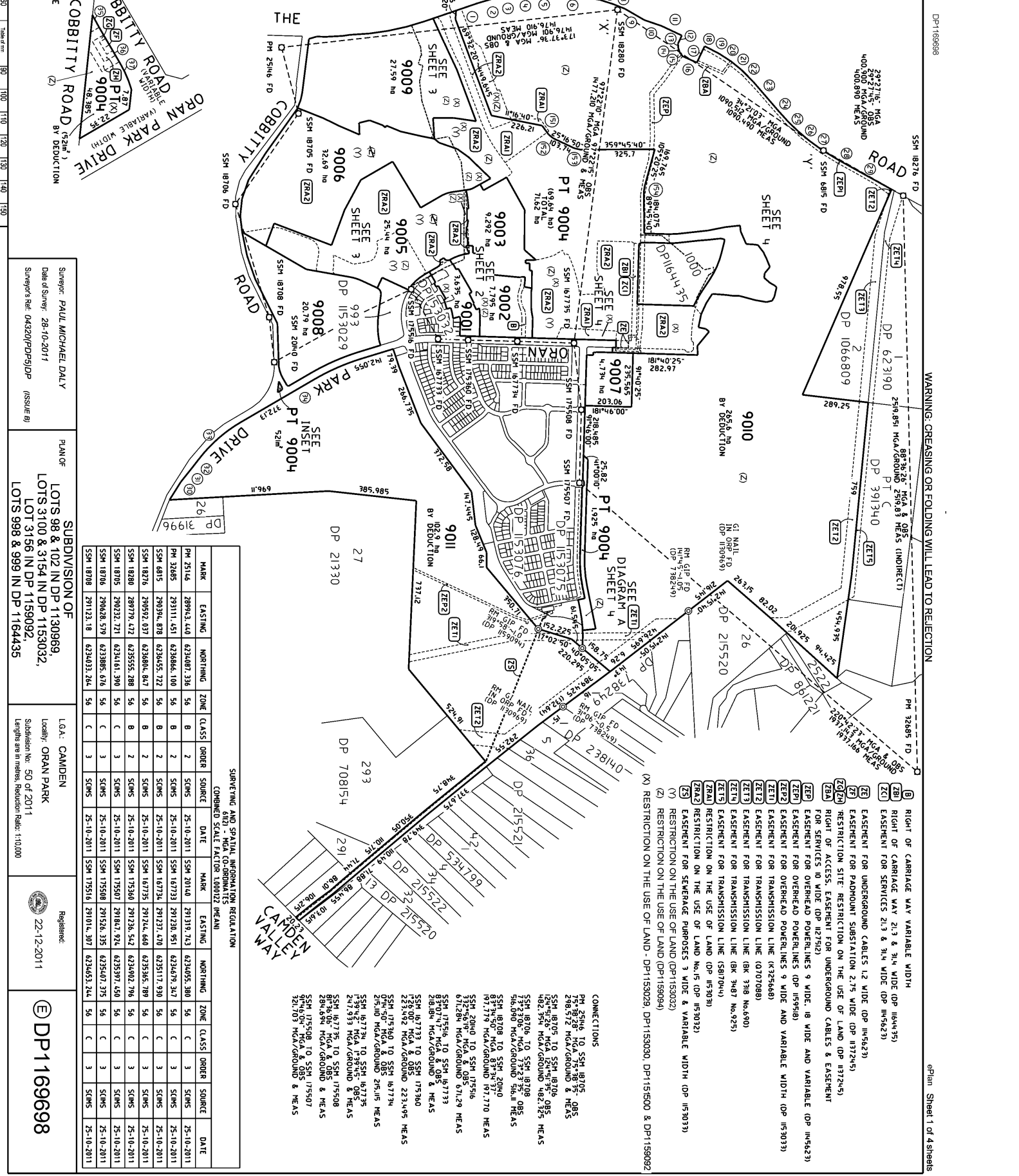
No.	DISTANCE	RADIUS
1	100.44	
2	80.47	
3	78.36	
4	104.315	
5	196.005	
6	62.09	
7	54.67	
8	98.43	
9	98.43	
10	79.09	
11	98.435	
12	39.58	
13	20.33	
14	18.7	
15	20.94	
16	68.37	
17	79.205	
18	15.785	
19	57.36	
20	60.235	
21	59.545	
22	70.775	
23	171.2	
24	64.845	
25	52.515	
26	61.2	
27	70.515	
28	83.905	
29	28.17	
30	93.515	
31	79.23	
32	50.695	
33	42.289	
34	42.817	
35	49.76	
36	12.225	
37	44.815	

**SCHEDULE OF SHORT BOUNDARIES**

No.	BEARING	DISTANCE
151	54°27'45"	44.645
152	37°44'15"	26.385
153	12°31'15"	26.06
154	97°33'05"	20.17

**SCHEDULE OF SHORT BOUNDARIES**

No.	BEARING	DISTANCE
151	54°27'45"	44.645
152	37°44'15"	26.385
153	12°31'15"	26.06
154	97°33'05"	20.17



Surveyor: **PAUL MICHAEL DALY**  
 Date of Survey: 28-10-2011  
 Surveyor's Ref: 04320/PDP/DP (ISSUE B)

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

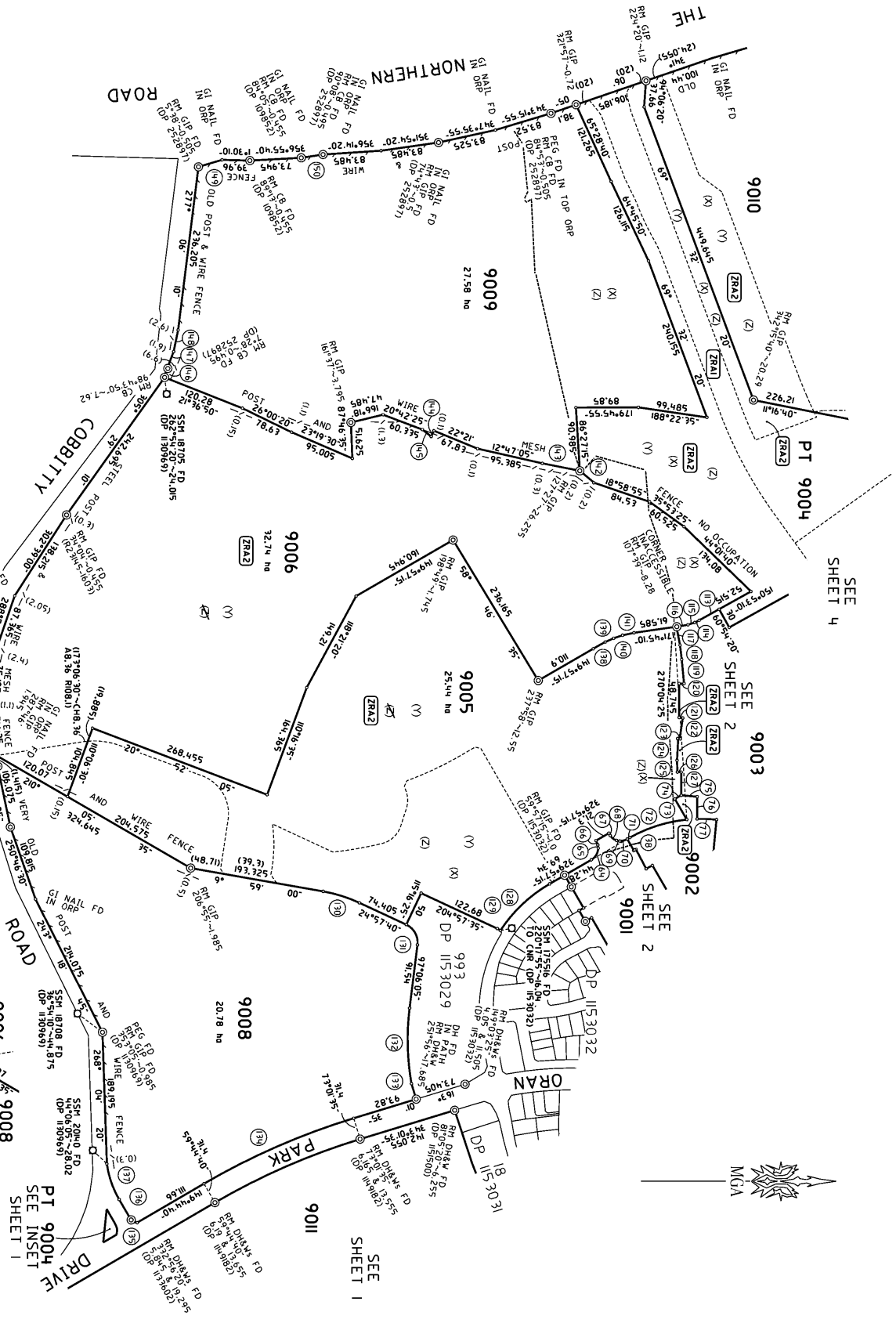
L.G.A. CAMDEN  
 Location: ORAN PARK  
 Subdivision No. 50 of 2011  
 Lengths are in metres. Reduction Ratio: 1:10,000

Registered:  
 22-12-2011

DP1169698







SCHEDULE OF SHOR & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
38	59°57'15"	19.3		
39	59°57'15"	22.58	24.03	19.8
40	295°11'15"	0.96	0.96	10
41	257°40'25"	0.96	0.96	10
42	247°26'20"	6.75	6.77	25.9
43	59°57'15"	3.935		
44	37°12'50"	11.44	11.75	14.8
45	147°28'25"	0.44		
46	357°12'50"	15	15.385	19.8
47	329°57'15"	1.5		
48	242°06'55"	88.565	89.235	210.2
49	239°57'15"	34.3		
50	329°57'15"	10.525		
51	5°09'55"	22.95		
52	90°00'00"	31.935		
53	2°07'25"	27.895		
54	307°54'20"	32.9	271.915	210.2
55	341°31'45"	7.225		
56	350°49'40"	16.71		
57	258°58'50"	27.035		
58	263°08'55"	20.805		
59	264°36'25"	34.565		
60	358°37'10"	6.945		
61	188°44'20"	5.325		
62	278°44'20"	30		
63	6°07'45"	2.03		
64	273°09'25"	31.47		
65	268°10'05"	16.7		
66	272°00'00"	5.46	66.65	
67	272°00'00"	33.37	98.22	208.7
68	158°32'10"	91.32		
69	216°52'20"	3.3	3.255	8
70	197°28'20"	54.48		
71	61°01'50"	33.205	55.635	28.2
72	88°33'45"	108.88	109.285	366.62
73	73°06'20"	23.075		
74	156°23'05"	234.92	235.45	1015.7
75	191°44'40"	7.07		
76	239°44'40"	36.725		
77	258°58'55"	54.205		
78	157°04'10"	13.41		
79	161°33'35"	13.295		
80	161°46'20"	16.915		
81	171°45'10"	61.585		
82	97°47'25"	26.85		
83	11°14'35"	55.005		
84	115°10'10"	9.2		
85	38°08'45"	16.195		
86	282°26'30"	7.645		
87	206°54'50"	31.785		
88	281°43'50"	31.735		
89	343°30'40"	35.39		
90	321°22'45"	31.88		

(X) RESTRICTION ON THE USE OF LAND - DP1153029, DP1151500, DP1153030 & DP1153092

(Z) RESTRICTION ON THE USE OF LAND - DP1153032

(Z) RESTRICTION ON THE USE OF LAND - DP1153094

(Z) RESTRICTION ON THE USE OF LAND - DP1153030 & DP1153092

(ZBA1) RESTRICTION ON THE USE OF LAND (DP 1153031)

(ZBA2) RESTRICTION ON THE USE OF LAND No.5, DP 1153032

(Z) RESTRICTION ON THE USE OF LAND (DP1153032)

(Z) RESTRICTION ON THE USE OF LAND (DP1153094)

Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 28-10-2011  
 Surveyor's Ref: 04320(PDP)DP (ISSUE B)

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

LGA: CAMDEN  
 Location: ORAN PARK  
 Subdivision No: 50 of 2011  
 Lengths are in metres, Reduction Ratio: 1:400

Registered: 22-12-2011

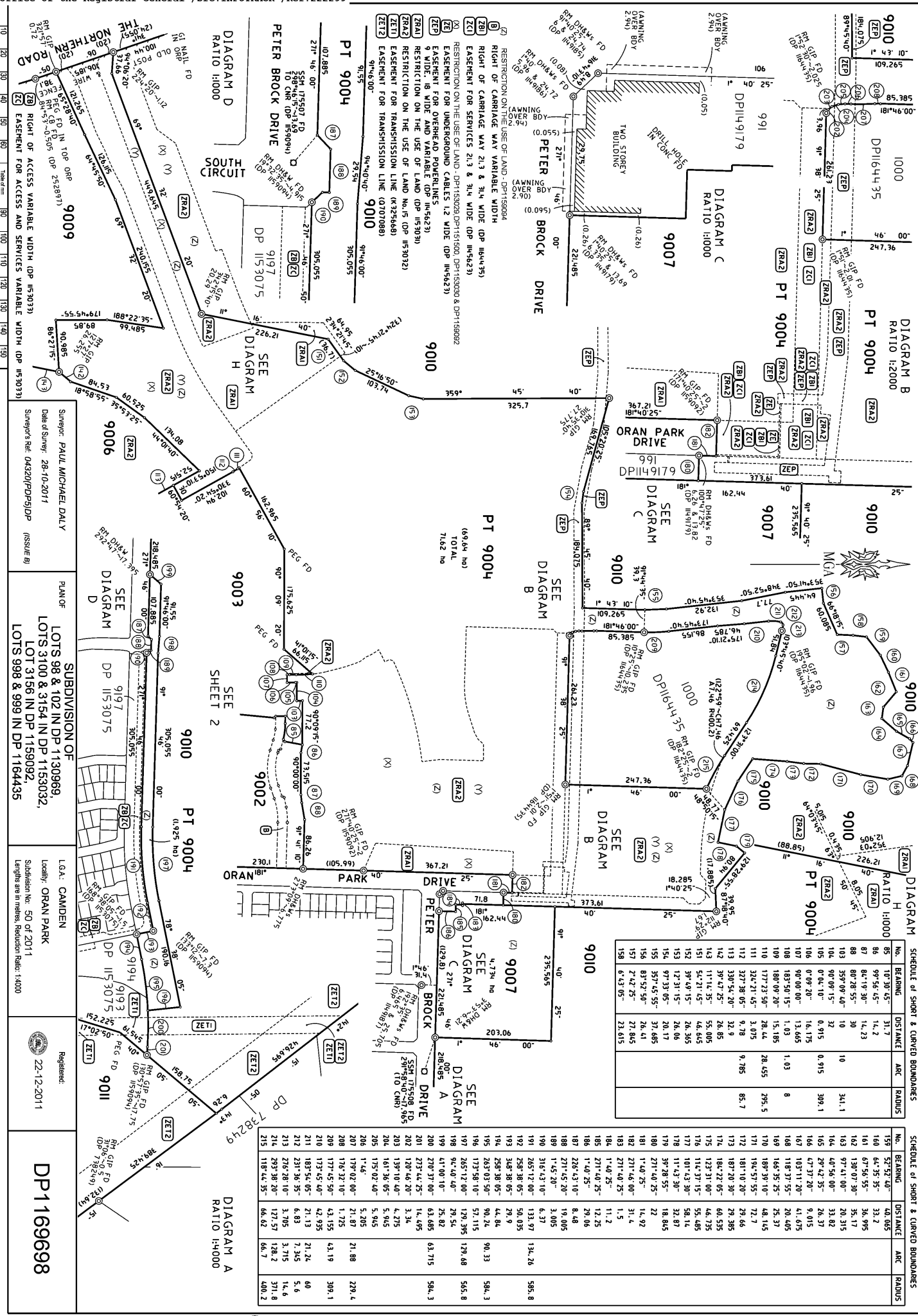
DP1169698

PLAN FORM 2

DP1169698

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 4 of 4 sheets



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
85	10°30'45"	31.7		
86	99°56'45"	14.2		
87	84°19'30"	16.2		
88	80°28'50"	30		
103	359°09'40"	10		
104	90°00'15"	32		
105	97°42'35"	26.37		
106	0°07'20"	16.175		
107	90°00'00"	13.665		
108	183°30'15"	1.03		
109	180°09'20"	15.185		
110	177°23'50"	28.44		
111	324°21'45"	3.075		
112	327°38'05"	9.78		
113	330°54'20"	32.9		
142	39°42'25"	26.85		
143	11°14'35"	55.005		
151	54°21'45"	14.645		
152	39°49'15"	26.365		
153	12°31'15"	26.06		
154	97°33'05"	20.17		
155	357°45'55"	20.17		
156	83°52'50"	26.43		
157	274°25"	27.845		
158	6°43'05"	23.615		

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
159	52°52'40"	40.065		
160	64°56'35"	33.2		
161	67°56'55"	36.995		
162	130°07'30"	35.17		
163	97°41'00"	20.315		
164	40°46'00"	33.82		
165	29°42'35"	26.37		
166	47°37'55"	9.015		
167	103°11'20"	41.675		
168	119°24'05"	20.405		
169	164°35'25"	25.37		
170	169°39'10"	44.145		
171	189°39'10"	72.7		
172	181°10'20"	29.66		
173	184°22'05"	64.535		
175	123°31'00"	44.735		
176	117°43'30"	58.14		
177	101°43'30"	32.87		
178	11°43'30"	18.845		
179	39°28'55"	20.405		
180	271°47'25"	14.92		
182	271°46'00"	31.4		
183	271°40'25"	1.5		
184	1°40'25"	11.2		
185	271°40'25"	12.25		
186	1°40'25"	29.06		
187	226°43'10"	8.48		
188	271°45'20"	19.005		
189	1°45'20"	3.005		
190	316°43'10"	6.37		
191	265°12'00"	133.97		
192	258°38'05"	50.035		
193	348°38'05"	29.9		
194	348°38'05"	44.84		
195	263°03'50"	94.24		
196	173°58'10"	57.115		
197	265°12'00"	129.395		
198	94°40'40"	29.54		
199	41°00'10"	25.82		
200	270°31'00"	63.685		
201	273°44'25"	14.495		
202	130°46'20"	3.34		
203	139°18'10"	4.275		
204	141°34'05"	5.945		
205	175°02'40"	3.945		
206	174°	5.205		
207	179°02'00"	21.87		
208	176°32'10"	11.725		
209	177°45'40"	43.935		
210	173°45'40"	42.935		
211	183°54'05"	21.13		
212	231°36'55"	6.83		
213	276°28'10"	3.705		
214	293°38'20"	127.57		
215	118°44'55"	64.7		

Surveyor: PAUL MICHAEL DALY  
 Date of Survey: 28-10-2011  
 Surveyor's Ref: 04320/PDP/91DP (ISSUE B)

PLAN 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  
 Location: ORAN PARK  
 Subdivision No: 50 of 2011  
 Lengths are in metres. Reduction Factor: 14000

Registered:  
 22-12-2011

DP1169698

**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

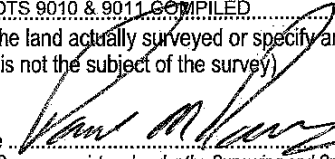
Parish: COOK

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

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

Plans used in the preparation of survey/compilation

- |            |            |             |
|------------|------------|-------------|
| DP 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)

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

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

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

Subdivision Certificate

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

the proposed SUBDIVISION  
 (insert 'subdivision' or 'new road')



\* Authorised Person/General Manager/Accredited Certifier

Consent Authority: Camden Council  
 Date of Endorsement: 16th November 2011  
 Accreditation no: .....  
 Subdivision Certificate no: 50 of 2011  
 File no: DA1061/2011

\* Strike through inapplicable parts.

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 3 sheet(s)

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

Office Use Only

**DP1169698**

**Registered:**



22-12-2011

Office Use Only

Subdivision Certificate No: 50 of 2011

Date of Endorsement: 16<sup>th</sup> 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  
REC'D: 23RD MARCH 2010

Print Name:

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

Office Held

Office Held

Signed by me **MATTHEW BERGS**  
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

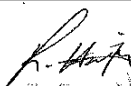
DP1169698

Registered:  22-12-2011

Office Use Only

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

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

ePlan  
(Sheet 1 of 2 Sheets)

Plan: **DP1169698**

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

Full name and address of  
the owner of the land

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

**PART 1 (Creation)**

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

**PART 2 (Terms)**

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

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

**THE REGISTERED PROPRIETOR OF THE BENEFITTING LOT**

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

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

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

**CAMDEN COUNCIL**

Approved by the Council of Camden

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

ePlan

(Sheet 2 of 2 Sheets)

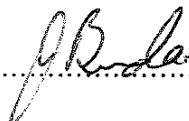
Plan: **DP1169698**

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:  .....

Signature:  .....

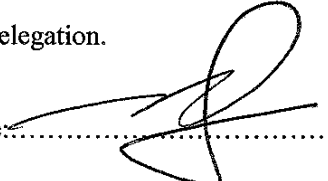
Print Name: JOE BUDA  
FOR LEPPINGTON PASTORAL COMPANY  
P of A: BOOK 4586 No. 836


Print Name: .. Ralph Bruce ..  
for Leppington Pastoral Company  
P of A: Book 4586 No.836

Office Held: REG'D: 23<sup>RD</sup> MAR 2010 .....

Office Held: Reg'd: 23<sup>rd</sup> Mar 2010 .....


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 .....

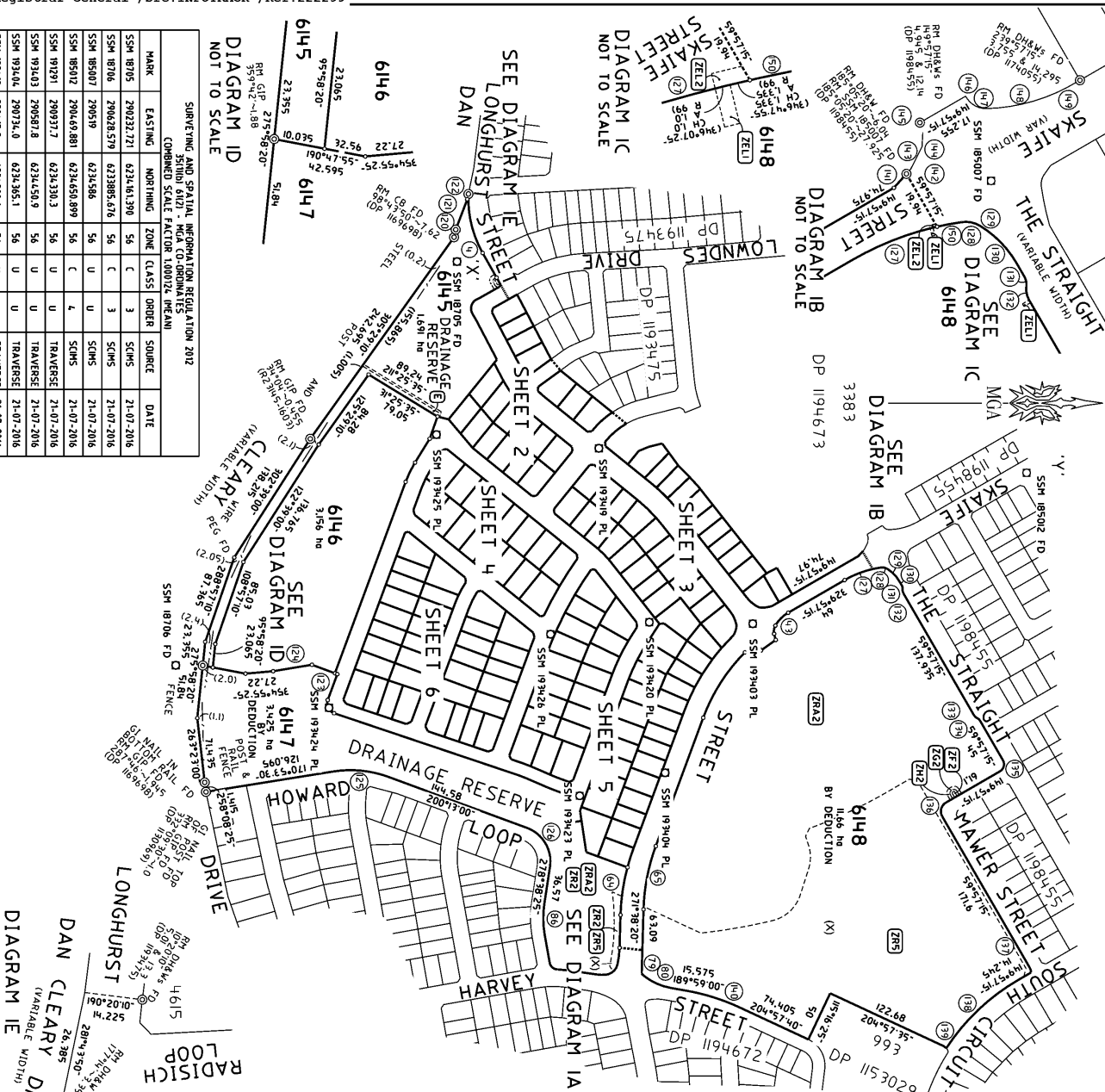
I certify that the Attorney for the Mortgage, with  
whom I am personally acquainted or as to  
whose identity I am otherwise satisfied, signed  
this 21/11/2011 in my presence.

Signature of Witness:  .....

Name of Witness: **NIVI PUNJA**

Address of Witness: **BANK OFFICER  
NSW SERVICE CENTRE  
1 KING ST. CONCORD WEST**





MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	SOURCE	DATE
SSM 18705	290232.721	6231461.390	56	C	3	SCMS	21-07-2016
SSM 18706	290267.579	6233885.676	56	C	3	SCMS	21-07-2016
SSM 18707	290519	6234586	56	U	U	SCMS	21-07-2016
SSM 18708	290469.881	6233458.899	56	C	4	SCMS	21-07-2016
SSM 18709	290937.2	6232333.3	56	U	U	TRAVERSE	21-07-2016
SSM 18710	290957.8	6234458.9	56	U	U	TRAVERSE	21-07-2016
SSM 18711	290734.6	6234365.1	56	U	U	TRAVERSE	21-07-2016
SSM 18712	290858.3	6234349.5	56	U	U	TRAVERSE	21-07-2016
SSM 18713	290755.5	6234283.3	56	U	U	TRAVERSE	21-07-2016
SSM 18714	290670.3	6234035.6	56	U	U	TRAVERSE	21-07-2016
SSM 18715	290402.4	6234161.9	56	U	U	TRAVERSE	21-07-2016
SSM 18716	290958.1	6232353.2	56	U	U	TRAVERSE	21-07-2016

DATE OF SURVEY: 02-09-2016  
 SURVEYOR: BENJAMIN JOHN CUMMINGS  
 SURVEYOR'S REF: 043207RGS1DP ISSUES F1  
 2016/04/17/01/220/ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 3382 IN DP 1194673

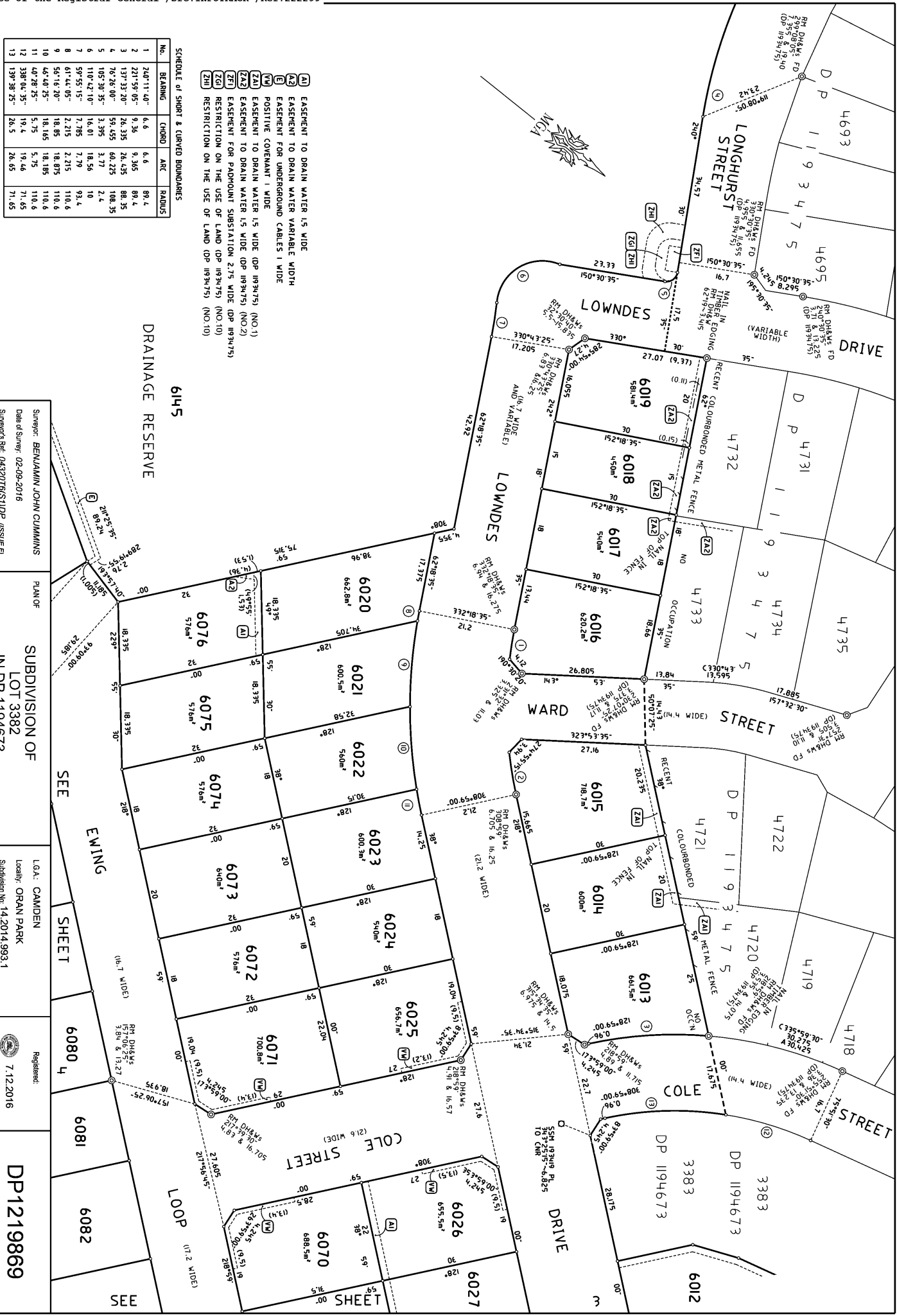
L.G.A.: CAMDEN  
 Location: ORAN PARK  
 Subdivision No: 14,2014,933,1  
 Lengths are in metres. Reduction Ratio: 1:5000

Registered: 7.12.2016  
 DP1219869

No.	BEARING	CHORD	ARC	RADIUS	No.	BEARING	CHORD	ARC	RADIUS
1	76.26.00	59.455	60.225	108.35	128	45.45.50	17.116	17.335	35
2	314.49.45	17.745	17.795	34	130	59.57.15	5	5	5
3	98.17.55	47.205	47.315	203.5	131	78.47.00	3.225	3.285	5
4	280.57.30	63.435	63.435	195	132	78.47.00	4.52	4.6	7
5	225.07.10	2.445	2.47	11.5	133	41.07.30	4.52	4.6	7
6	204.28.35	29.53	29.645	59	134	41.07.30	3.225	3.285	5
7	97.06.05	16.42	16.495	86.5	135	104.57.15	11.215	12.565	8
8	187.44.00	8.145	8.16	36.9	136	104.57.15	14.14	15.27	10
9	185.16.45	10.415	10.42	106.6	137	76.38.15	4.595	4.66	8
10	221.10.15	1.0	1.0	106.6	138	76.38.15	97.32	98.22	209.7
11	287.15.10	30.995	31.135	95	139	197.28.20	54.48	54.635	209
12	287.15.10	7.445	7.445	8	140	197.28.20	3.3	3.375	8
13	287.15.10	30.995	31.135	95	141	131.58.30	6.15	6.15	2.085
14	287.15.10	7.445	7.445	8	142	131.58.30	2.085	2.085	8.235
15	287.15.10	31.785	31.785	121	143	97.10.35	4.955	4.955	14.4
16	287.15.10	76.515	76.515	144	144	97.10.35	8.235	8.235	14.4
17	287.15.10	30.995	31.135	95	145	71.20.15	3.04	3.04	0.83
18	287.15.10	76.515	76.515	144	146	237.16.25	0.83	0.83	0.83
19	287.15.10	30.995	31.135	95	147	207.39.25	7.23	7.555	7.4
20	287.15.10	76.515	76.515	144	148	164.10.50	29.49	29.795	99
21	287.15.10	30.995	31.135	95	149	164.10.50	2.46	2.46	8.26
22	287.15.10	76.515	76.515	144	150	349.34.30	6.33	6.33	108.35
23	287.15.10	30.995	31.135	95	151	52.27.20	8.23	8.23	12.5
24	287.15.10	76.515	76.515	144	152	38.13.05	5.885	5.92	11.935
25	287.15.10	30.995	31.135	95	153	37.18.15	11.485	11.935	12.5

SCHEDULE OF SHORT & CURVED BOUNDARIES

(X) RESTRICTIONS ON THE USE OF LAND (DP1194673, DP1194673, DP1194673)  
 (Z1) RESTRICTION ON THE USE OF LAND (DP 1194673)  
 (Z2) RESTRICTION ON THE USE OF LAND (DP 1194673)  
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 (Z98) RESTRICTION ON THE USE OF LAND (DP 1194673)  
 (Z99) RESTRICTION ON THE USE OF LAND (DP 1194673)  
 (Z100) RESTRICTION ON THE USE OF LAND (DP 1194673)



- (A1) EASEMENT TO DRAIN WATER 1.5 WIDE
- (A2) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (E) EASEMENT FOR UNDERGROUND CABLES 1 WIDE
- (M) POSITIVE COVENANT 1 WIDE
- (Z1) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 119475)
- (Z2) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 119475) (NO.1)
- (Z3) EASEMENT TO DRAIN WATER 1.5 WIDE (DP 119475) (NO.2)
- (Z4) EASEMENT FOR PADPOUNT SUBSTATION 2.75 WIDE (DP 119475)
- (Z5) RESTRICTION ON THE USE OF LAND (DP 119475) (NO.10)
- (Z6) RESTRICTION ON THE USE OF LAND (DP 119475) (NO.10)

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	240°11'44"	6.6	6.6	89.4
2	221°59'05"	9.36	9.365	89.4
3	137°33'20"	76.335	26.435	88.35
4	76°28'00"	59.455	60.225	100.35
5	105°30'35"	3.395	3.77	10
6	110°42'10"	16.01	18.56	10
7	59°55'15"	7.785	7.79	93.4
8	61°44'05"	2.215	2.215	110.6
9	54°16'20"	18.85	18.875	110.6
10	45°40'25"	18.185	18.185	110.6
11	49°40'25"	5.75	5.75	110.6
12	338°04'35"	19.4	19.46	71.65
13	139°38'25"	26.5	26.55	71.65

61H5  
 DRAINAGE RESERVE

Surveyor: BENJAMIN JOHN CUMMINS  
 Date of Survey: 02-09-2016  
 Surveyor's Ref: 043207RGS1DP ASSURE FI  
 2016M7091772PUB2022FORMAL SHEETS

PLAN OF  
 SUBDIVISION OF  
 LOT 3382  
 IN DP 1194673

L.G.A.: CAMDEN  
 Locality: ORAN PARK  
 Subdivision No: 14.2014.933.1  
 Lengths are in metres, Reduction Ratio: 1:500

Registered:  
 7.12.2016

DP1219869

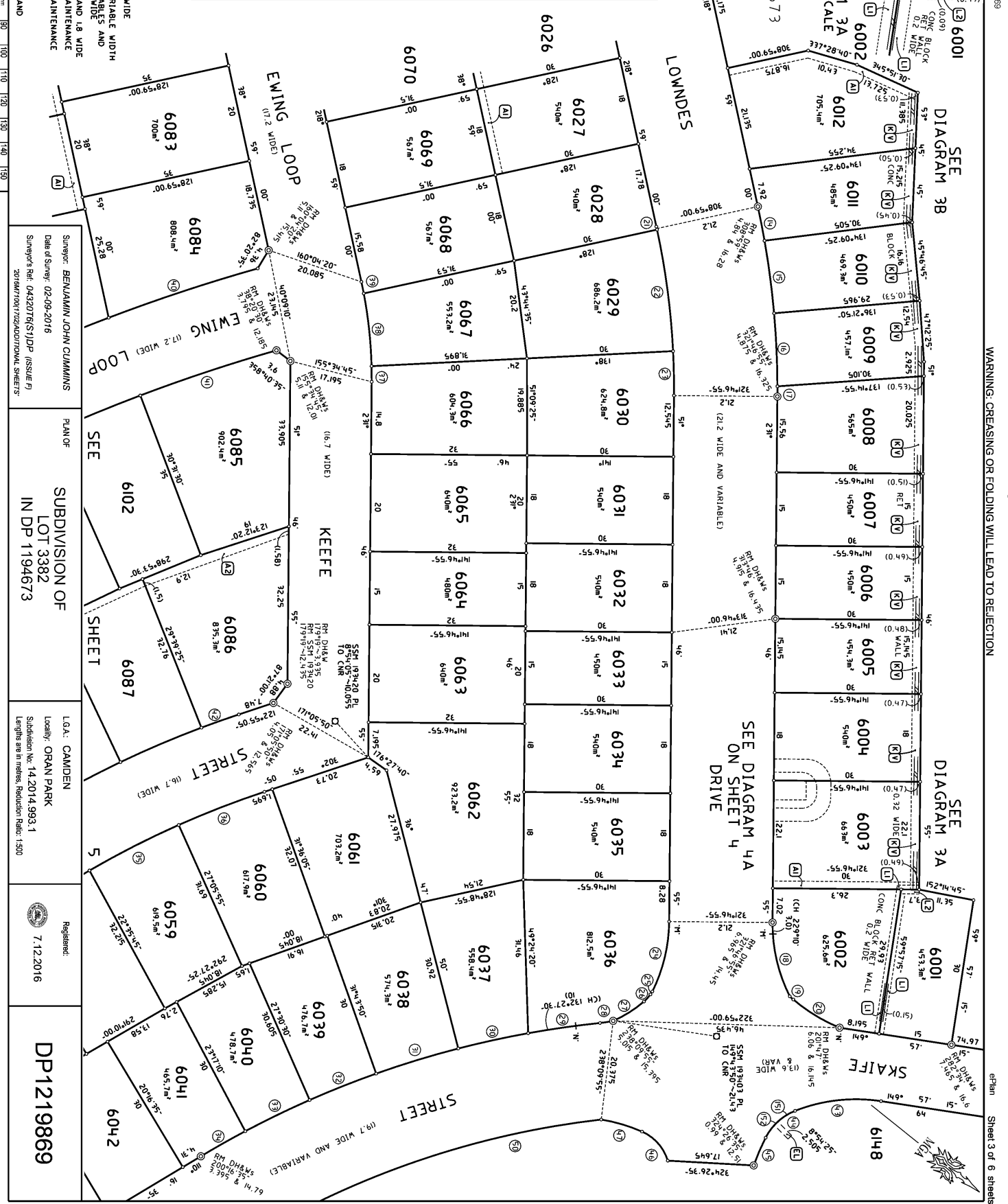
10 20 30 40 50 60 70 80 90 100 110 120 130 140

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
13	139°38'25"	26.5	26.65	71.65
14	220°08'50"	7.125	7.13	175.6
15	223°45'25"	15	15.005	175.6
16	228°39'10"	15	15.005	175.6
17	231°26'30"	2.085	2.085	175.6
18	218°07'25"	15.535	15.685	32.9
19	184°17'40"	0.53	0.53	7.9
20	172°59'25"	11.545	11.6	35.4
21	39°01'35"	0.22	0.22	15.4
22	43°53'55"	25.175	25.155	154.4
23	50°05'25"	9.115	9.115	154.4
24	64°43'15"	14.735	14.86	32.9
25	85°38'20"	0.735	0.735	35.4
26	93°31'25"	1.95	1.955	7.835
27	109°05'40"	7.47	7.495	25
28	132°05'40"	2.73	2.735	24.4
29	133°09'40"	14.88	14.885	199.1
30	128°54'30"	14.67	14.67	199.1
31	132°15'50"	11.6	11.6	199.1
32	119°37'10"	14.67	14.67	199.1
33	115°23'50"	14.67	14.67	199.1
34	111°46'55"	10.46	10.46	199.1
35	29°12'35"	20.54	20.55	191.65
36	300°06'00"	18.845	18.85	191.65
37	230°47'20"	3.2	3.2	92.4
38	225°08'30"	15	15.015	92.4
39	219°44'05"	2.42	2.42	92.4
40	127°57'45"	32.18	32.195	348
41	302°55'35"	29.4	29.465	350.8
42	312°48'00"	8.13	8.13	208.35
43	314°49'45"	17.715	17.715	34
44	278°54'25"	8.165	8.165	11.5
45	285°29'25"	6.195	6.195	49
46	9°39'25"	7.965	8.72	9.5
47	337°43'45"	8.74	8.715	35
50	302°30'05"	75.975	76.555	178.4
51	(290°33'05"	3.66	3.675	11.5)
52	(278°54'25"	1.0	1.0	11.5)

- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (A2) EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE
- (B) RESTRICTION ON THE USE OF LAND 1.8 WIDE
- (C) EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE
- (D) POSITIVE COVENANT 1.8 WIDE
- (E) RESTRICTION ON THE USE OF LAND



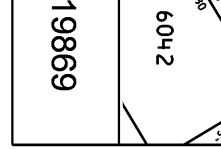
Surveyor: BENJAMIN JOHN CUMMINGS  
 Date of Survey: 02-09-2016  
 Surveyor's Ref: 043207RGS1DP ISSUES F1  
 201804171202ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 3382 IN DP 1194673

LGA: CAMDEN  
 Location: ORAN PARK  
 Subdivision No: 14.2014.933.1  
 Lengths are in metres. Reduction Ratio: 1:500

Registered: 7.12.2016

DP1219869



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

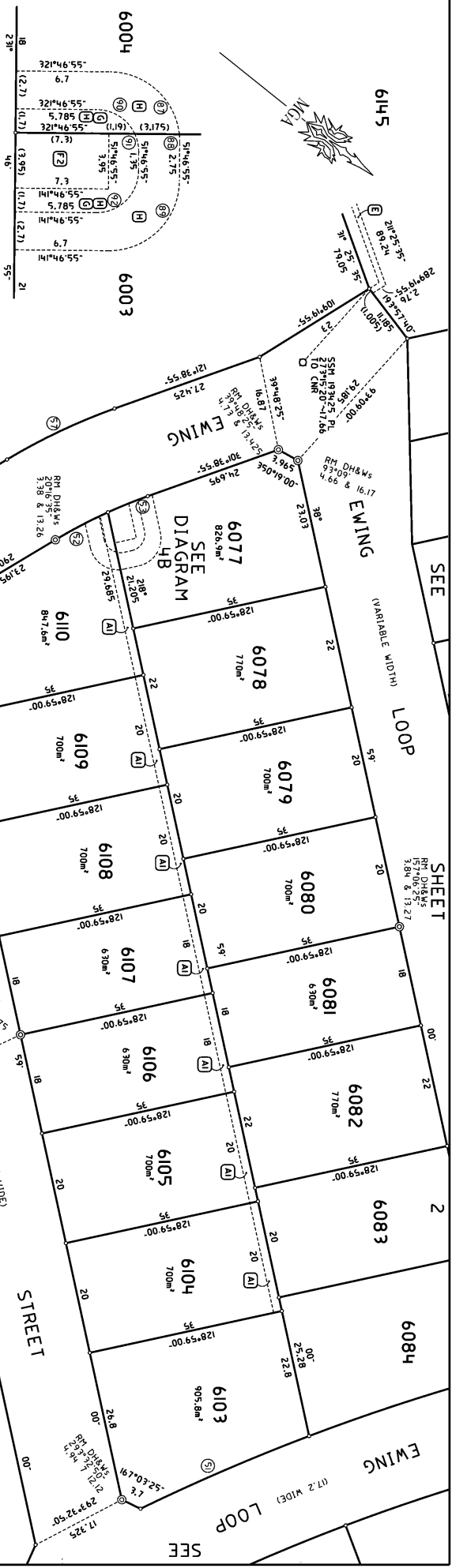


DIAGRAM 4A  
RATIO: 1:200

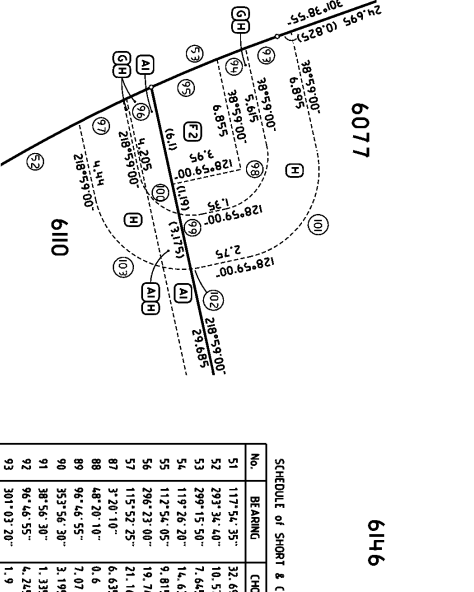


DIAGRAM 4B  
RATIO: 1:200

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
51	117°54'35"	32.685	32.705	368
52	293°34'40"	10.57	10.575	91.8
53	299°15'50"	7.645	7.645	91.8
54	119°26'20"	14.63	14.64	107.2
55	112°54'05"	9.815	9.82	107.2
56	298°23'00"	19.74	19.78	92.8
57	115°52'25"	21.185	21.2	108.5
58	3°20'10"	6.635	7.255	5
59	96°46'55"	7.07	0.6	5
60	353°56'30"	3.195	3.37	5
61	38°56'30"	1.335	1.345	3
62	96°46'55"	4.245	4.71	3
63	301°03'20"	1.9	1.9	91.8
64	299°55'30"	1.72	1.72	91.8
65	298°08'00"	4.02	4.02	91.8
66	294°30'05"	1.74	1.74	91.8
67	294°55'20"	2.785	2.785	91.8
68	83°59'00"	4.245	4.71	3
69	141°49'25"	1.335	1.345	3
70	186°49'25"	3.195	3.37	3
71	83°59'00"	7.07	7.855	5
72	132°25'45"	0.6	0.6	5
73	177°25'45"	6.435	7.255	5

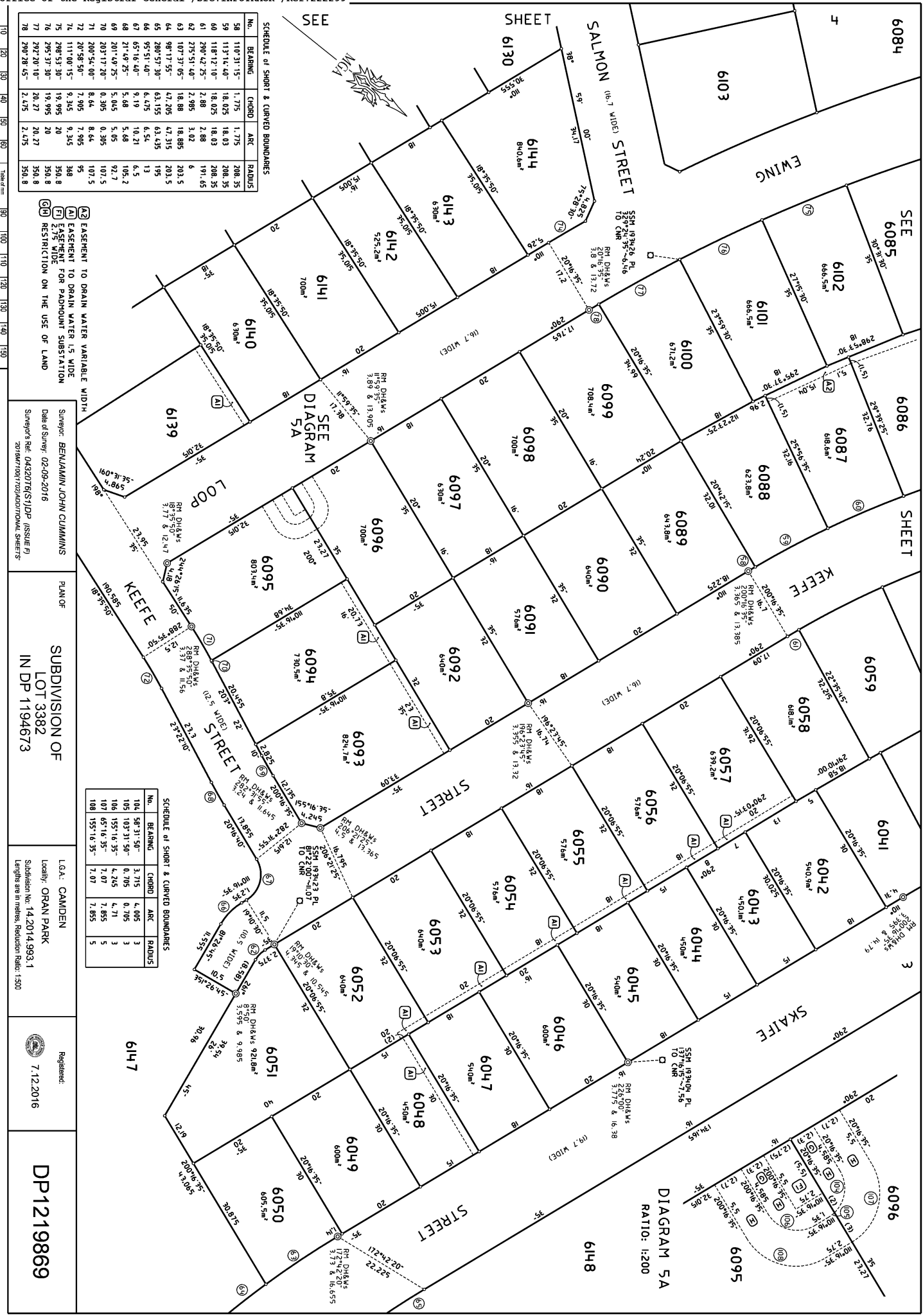
Surveyor: **BENJAMIN JOHN CUMMINS**  
 Date of Survey: 02-09-2016  
 Surveyor's Ref: 043207RGSJDP ISSUFI  
 2018/07/04/7025/ADDITIONAL SHEETS

PLAN OF SUBDIVISION OF LOT 3382 IN DP 1194673

LGA: CAMDEN  
 Locality: ORAN PARK  
 Subdivision No: 14,2014,993,1  
 Lengths are in metres, Reduction Ratio: 1:500

Registered: 7.12.2016

DP1219869



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
58	110°31'15"	1.775	1.775	208.35
59	113°14'40"	18.075	18.03	208.35
60	118°12'10"	18.075	18.03	208.35
61	206°42'25"	2.88	2.88	191.65
62	275°51'40"	2.985	3.02	6
63	107°37'05"	18.88	18.885	202.5
64	208°57'30"	63.155	63.435	202.5
65	208°57'30"	63.155	63.435	195
66	95°51'40"	6.475	6.54	13
67	65°16'40"	9.19	10.21	6.5
68	21°49'25"	5.045	5.05	105.2
69	201°49'25"	5.045	5.05	92.7
70	203°17'20"	0.395	0.395	107.5
71	200°54'00"	8.64	8.64	101.5
72	70°58'50"	7.995	7.995	348
73	111°00'15"	9.345	9.345	350.8
74	208°53'30"	19.995	20	350.8
75	205°37'30"	20.27	20.27	350.8
76	292°20'10"	2.475	2.475	350.8
77	292°20'10"	2.475	2.475	350.8
78	292°20'45"	2.475	2.475	350.8

- (A2) EASEMENT TO DRAIN WATER VARIABLE WIDTH
- (A1) EASEMENT TO DRAIN WATER 1.5 WIDE
- (E1) EASEMENT FOR PADMOUNT SUBSTATION
- (R1) RESTRICTION ON THE USE OF LAND

Surveyor: BENJAMIN JOHN CUMMINGS  
 Date of Survey: 02-09-2016  
 Surveyor's Ref: 043207RGS1DP ISSUES F1  
 2016MAY071702ADDITIONAL SHEETS

PLAN OF  
 SUBDIVISION OF  
 LOT 3382  
 IN DP 1194673

L.G.A.: CAMDEN  
 Locality: ORAN PARK  
 Subdivision No: 14.2014.993.1  
 Lengths are in metres, Reduction Ratio: 1:500

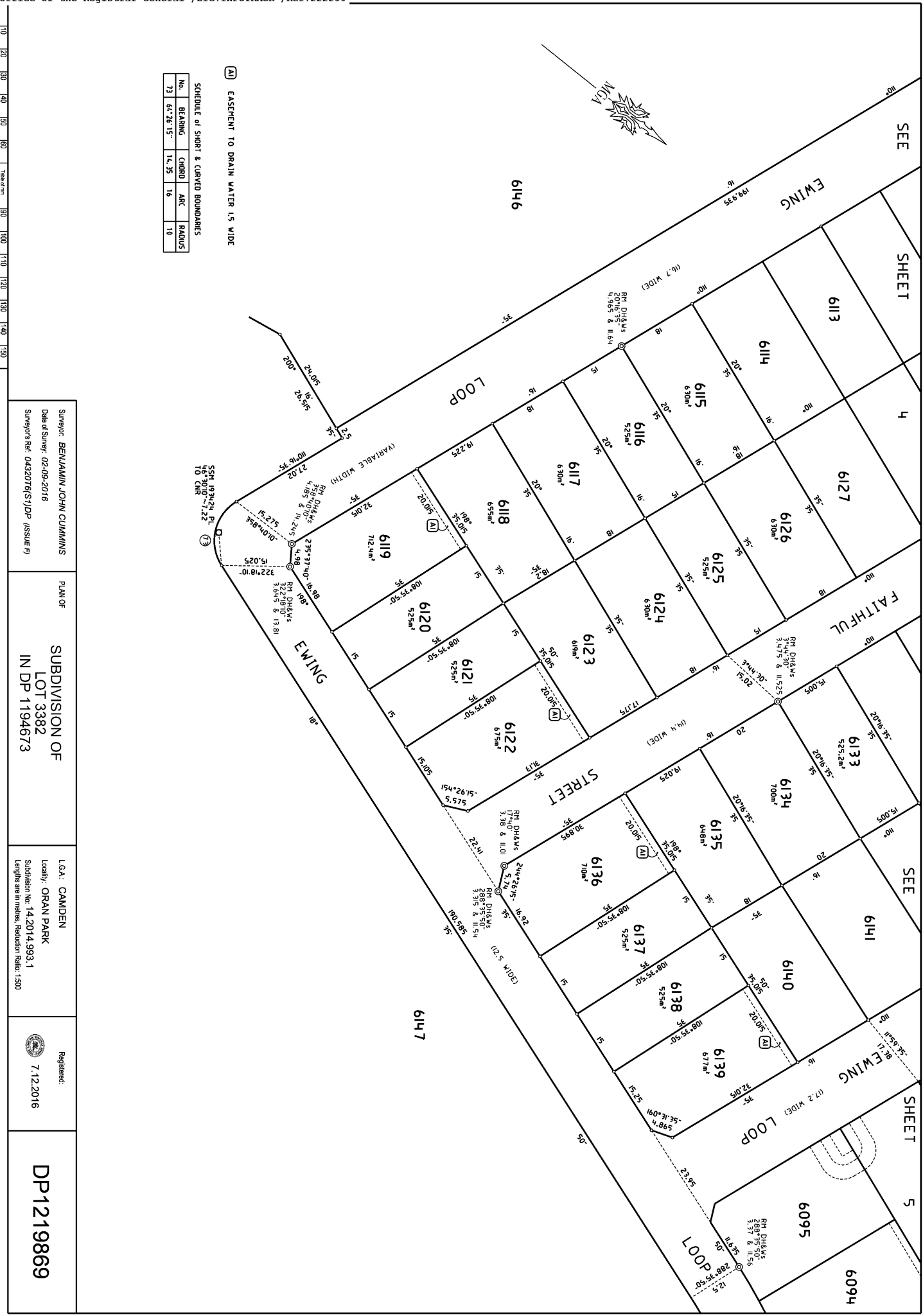
Registered:  
 7.12.2016

DP1219869

SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
104	58°31'50"	3.715	4.005	3
105	103°31'50"	0.705	0.705	3
106	155°16'35"	4.245	4.71	3
107	65°16'35"	7.07	7.855	5
108	155°16'35"	7.07	7.855	5

DIAGRAM 5A  
 RATIO: 1:200



SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
73	61°28'15"	14.35	16	10

(D) EASEMENT TO DRAIN WATER 1.5 WIDE

Surveyor: BENJAMIN JOHN CUMMINS  
 Date of Survey: 02-09-2016  
 Surveyor's Ref: 043207(RGS)DP (ISSUE F)

PLAN OF SUBDIVISION OF LOT 3382 IN DP 1194673

L.G.A.: CAMDEN  
 Locality: ORAN PARK  
 Subdivision No: 14,2014,993,1  
 Lengths are in metres, Reduction Ratio: 1:500

Registered: 7.12.2016

DP1219869

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

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:  7.12.2016

Title System: TORRENS

Purpose: SUBDIVISION

DP1219869

PLAN OF

SUBDIVISION OF  
LOT 3382  
IN DP 1194673

L.G.A.: 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 BENJAMIN JOHN CUMMINS of JOHN M. DALY & ASSOC. PTY LTD P.O. BOX 25 CAMPBELL TOWN a surveyor registered under the *Surveying and Spatial Information Act, 2002*, certify that:

~~\*(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 .....~~

\*(b) The part of the land in the plan (being <sup>^</sup>excluding <sup>^</sup> Part of Lots... 6147 and 6148) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on 02-09-2016, 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*.~~

Signature Ben Dated: 02-09-2016

Surveyor ID: 3301

Datum Line: 'X' - 'Y'

Type: ~~Urban/Rural~~

The terrain is ~~\*Level-Undulating / \*Steep Mountainous~~.

\* Strike through if inapplicable.

<sup>^</sup> Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

I SUGULE MOHAMED ~~\*Authorised Person/\*General Manager/\*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* 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: 18/11/2016

Subdivision Certificate number: 14.2014.993.1

File number: DA/2014/993

\* Strike through if inapplicable.

STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves.

IT IS INTENDED TO DEDICATE EWING LOOP, FAITHFUL STREET, KEEFE STREET, SALMON STREET, AND THE EXTENSION OF COLE STREET, LOWNDES DRIVE, SKAIFE STREET AND WARD STREET TO THE PUBLIC AS PUBLIC ROAD.

IT IS INTENDED TO CREATE LOTS 6145 AND 6147 AS DRAINAGE RESERVE.

Plans used in the preparation of survey/compilation


- DP 252897
- DP 1130969
- DP 1169698
- DP 1174055
- DP 1193475
- DP 1194673
- DP 1198455
- R 23145-1603

If space is insufficient continue on PLAN FORM 6A

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Surveyor's Reference: 04320T6(S1)DP  
2016 M 7100 (1702) ADDITIONAL SHEETS (ISSUE F)

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 5 sheet(s)

Office Use Only  
Registered:  7.12.2016

Office Use Only  
**DP1219869**

PLAN OF  
SUBDIVISION OF  
LOT 3382  
IN DP 1194673

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

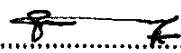
Subdivision Certificate Number: 14, 2014, 993, 1  
Date of Endorsement: 18.11.2016

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (A1)
2. EASEMENT TO DRAIN WATER VARIABLE WIDTH (A2)
3. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L1)
4. EASEMENT FOR SUPPORT AND MAINTENANCE 0.9 WIDE (L2)
5. EASEMENT FOR UNDERGROUND CABLES 1 WIDE (E)
6. EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (EL)
7. EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE (F1)
8. EASEMENT FOR PADMOUNT SUBSTATION 3.95 WIDE (F2)
9. RESTRICTION ON THE USE OF LAND (G)(H)
10. RESTRICTION ON THE USE OF LAND 1.8 WIDE (K)
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
17. POSITIVE COVENANT 1.8 WIDE (V)
18. POSITIVE COVENANT 1 WIDE (VW)

IT IS INTENDED TO RELEASE:


1. PART OF EASEMENT FOR UNDERGROUND CABLES AND STREET LIGHTING EQUIPMENT 1 WIDE (CREATED BY DP 1198455) (ZEL2)

  
.....  
Council Authorised Person

If space is insufficient use additional annexure sheet



**DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 5 sheet(s)

Office Use Only  
**Registered:**  7.12.2016

Office Use Only  
**DP1219869**

**PLAN OF**  
 SUBDIVISION OF  
 LOT 3382  
 IN DP 1194673

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

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

Subdivision Certificate Number: 14,2014,993.1  
 Date of Endorsement: 18/11/2016

**Schedule of Street Addresses**

Lot	Street Number	Street Name	Street Type	Locality
6001	60	Skaife	Street	Oran Park
6002	62	Skaife	Street	Oran Park
6003	75	Lowndes	Drive	Oran Park
6004	73	Lowndes	Drive	Oran Park
6005	71	Lowndes	Drive	Oran Park
6006	69	Lowndes	Drive	Oran Park
6007	67	Lowndes	Drive	Oran Park
6008	65	Lowndes	Drive	Oran Park
6009	63	Lowndes	Drive	Oran Park
6010	61	Lowndes	Drive	Oran Park
6011	59	Lowndes	Drive	Oran Park
6012	57	Lowndes	Drive	Oran Park
6013	53	Lowndes	Drive	Oran Park
6014	51	Lowndes	Drive	Oran Park
6015	49	Lowndes	Drive	Oran Park
6016	47	Lowndes	Drive	Oran Park
6017	45	Lowndes	Drive	Oran Park
6018	43	Lowndes	Drive	Oran Park
6019	41	Lowndes	Drive	Oran Park
6020	54	Lowndes	Drive	Oran Park
6021	56	Lowndes	Drive	Oran Park
6022	58	Lowndes	Drive	Oran Park
6023	60	Lowndes	Drive	Oran Park
6024	62	Lowndes	Drive	Oran Park
6025	64	Lowndes	Drive	Oran Park
6026	66	Lowndes	Drive	Oran Park
6027	68	Lowndes	Drive	Oran Park
6028	70	Lowndes	Drive	Oran Park
6029	72	Lowndes	Drive	Oran Park
6030	74	Lowndes	Drive	Oran Park
6031	76	Lowndes	Drive	Oran Park
6032	78	Lowndes	Drive	Oran Park
6033	80	Lowndes	Drive	Oran Park
6034	82	Lowndes	Drive	Oran Park
6035	84	Lowndes	Drive	Oran Park
6036	64	Skaife	Street	Oran Park
6037	66	Skaife	Street	Oran Park
6038	68	Skaife	Street	Oran Park
6039	70	Skaife	Street	Oran Park
6040	72	Skaife	Street	Oran Park

Lot	Street Number	Street Name	Street Type	Locality
6041	74	Skaife	Street	Oran Park
6042	76	Skaife	Street	Oran Park
6043	78	Skaife	Street	Oran Park
6044	80	Skaife	Street	Oran Park
6045	82	Skaife	Street	Oran Park
6046	84	Skaife	Street	Oran Park
6047	86	Skaife	Street	Oran Park
6048	88	Skaife	Street	Oran Park
6049	90	Skaife	Street	Oran Park
6050	92	Skaife	Street	Oran Park
6051	33	Keefe	Street	Oran Park
6052	31	Keefe	Street	Oran Park
6053	29	Keefe	Street	Oran Park
6054	27	Keefe	Street	Oran Park
6055	25	Keefe	Street	Oran Park
6056	23	Keefe	Street	Oran Park
6057	21	Keefe	Street	Oran Park
6058	19	Keefe	Street	Oran Park
6059	17	Keefe	Street	Oran Park
6060	15	Keefe	Street	Oran Park
6061	13	Keefe	Street	Oran Park
6062	11	Keefe	Street	Oran Park
6063	9	Keefe	Street	Oran Park
6064	7	Keefe	Street	Oran Park
6065	5	Keefe	Street	Oran Park
6066	3	Keefe	Street	Oran Park
6067	1	Keefe	Street	Oran Park
6068	5	Ewing	Loop	Oran Park
6069	3	Ewing	Loop	Oran Park
6070	1	Ewing	Loop	Oran Park
6071	71	Ewing	Loop	Oran Park
6072	69	Ewing	Loop	Oran Park
6073	67	Ewing	Loop	Oran Park
6074	65	Ewing	Loop	Oran Park
6075	63	Ewing	Loop	Oran Park
6076	61	Ewing	Loop	Oran Park
6077	54	Ewing	Loop	Oran Park
6078	56	Ewing	Loop	Oran Park
6079	58	Ewing	Loop	Oran Park
6080	60	Ewing	Loop	Oran Park

If space is insufficient use additional annexure sheet 8

Council Authorised Person

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

Office Use Only  
**Registered:**  7.12.2016

Office Use Only  
**DP1219869**

**PLAN OF**  
 SUBDIVISION OF  
 LOT 3382  
 IN DP 1194673

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

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

Subdivision Certificate Number: 14.2014.993.1  
 Date of Endorsement: 18/11/2016

Schedule of Street Addresses

Lot	Street Number	Street Name	Street Type	Locality
6081	62	Ewing	Loop	Oran Park
6082	64	Ewing	Loop	Oran Park
6083	2	Ewing	Loop	Oran Park
6084	4	Ewing	Loop	Oran Park
6085	7	Ewing	Loop	Oran Park
6086	4	Keefe	Street	Oran Park
6087	6	Keefe	Street	Oran Park
6088	8	Keefe	Street	Oran Park
6089	10	Keefe	Street	Oran Park
6090	12	Keefe	Street	Oran Park
6091	14	Keefe	Street	Oran Park
6092	16	Keefe	Street	Oran Park
6093	18	Keefe	Street	Oran Park
6094	20	Keefe	Street	Oran Park
6095	22	Keefe	Street	Oran Park
6096	21	Ewing	Loop	Oran Park
6097	19	Ewing	Loop	Oran Park
6098	17	Ewing	Loop	Oran Park
6099	15	Ewing	Loop	Oran Park
6100	13	Ewing	Loop	Oran Park
6101	11	Ewing	Loop	Oran Park
6102	9	Ewing	Loop	Oran Park
6103	1	Salmon	Street	Oran Park
6104	3	Salmon	Street	Oran Park
6105	5	Salmon	Street	Oran Park
6106	7	Salmon	Street	Oran Park
6107	9	Salmon	Street	Oran Park
6108	11	Salmon	Street	Oran Park
6109	13	Salmon	Street	Oran Park
6110	15	Salmon	Street	Oran Park
6111	48	Ewing	Loop	Oran Park
6112	46	Ewing	Loop	Oran Park
6113	44	Ewing	Loop	Oran Park
6114	42	Ewing	Loop	Oran Park
6115	40	Ewing	Loop	Oran Park
6116	38	Ewing	Loop	Oran Park
6117	36	Ewing	Loop	Oran Park
6118	34	Ewing	Loop	Oran Park
6119	32	Ewing	Loop	Oran Park
6120	30	Ewing	Loop	Oran Park

Lot	Street Number	Street Name	Street Type	Locality
6121	28	Ewing	Loop	Oran Park
6122	26	Ewing	Loop	Oran Park
6123	14	Faithful	Street	Oran Park
6124	12	Faithful	Street	Oran Park
6125	10	Faithful	Street	Oran Park
6126	8	Faithful	Street	Oran Park
6127	6	Faithful	Street	Oran Park
6128	4	Faithful	Street	Oran Park
6129	2	Faithful	Street	Oran Park
6130	1	Faithful	Street	Oran Park
6131	3	Faithful	Street	Oran Park
6132	5	Faithful	Street	Oran Park
6133	7	Faithful	Street	Oran Park
6134	9	Faithful	Street	Oran Park
6135	11	Faithful	Street	Oran Park
6136	24	Ewing	Loop	Oran Park
6137	22	Ewing	Loop	Oran Park
6138	20	Ewing	Loop	Oran Park
6139	18	Ewing	Loop	Oran Park
6140	16	Ewing	Loop	Oran Park
6141	14	Ewing	Loop	Oran Park
6142	12	Ewing	Loop	Oran Park
6143	10	Ewing	Loop	Oran Park
6144	8	Ewing	Loop	Oran Park
6145	25	Lowndes	Drive	Oran Park
6146	37	Ewing	Loop	Oran Park
6147	94	Skaife	Street	Oran Park
6148	43	Skaife	Street	Oran Park

  
 Council Authorised Person

If space is insufficient use additional annexure sheet

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s)

Office Use Only  
Registered:  7.12.2016


Office Use Only  
**DP1219869**

PLAN OF  
SUBDIVISION OF  
LOT 3382  
IN DP 1194673

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

Subdivision Certificate Number: 14.2014.993.1  
Date of Endorsement: 18/11/2016

Signed by Leppington Pastoral Company Pty Ltd  
ACN 000420404

Signature: 

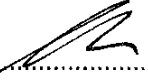
Signature: 

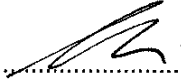
Print Name: MARK PERICH

Print Name: MICHAEL OWENS

Office Held BK 4697  
P of A No. 601

Office Held BK 4697  
P of A No. 601

Witness Signature: 


Witness Signature: 

Print Name: Shawn van Duin

Print Name: Shawn van Duin

Address of Witness: 05 PETHA BROWN DR  
ORAN PARK

Address of Witness: 05 PETHA BROWN DR  
ORAN PARK

  
Council Authorised Person

If space is insufficient use additional annexure sheet

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 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
 covered by  
 Subdivision Certificate No. **14.2014.993.1**  
 Dated: 18 November 2016  
 Leppington Pastoral Company Pty Ltd  
 1675 The Northern Road  
 BRINGELLY NSW 2556

Full name and address of  
 the owner of the land

**PART 1 (Creation)**

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement to Drain Water 1.5 wide (A1)	6003 6012 6026 6027 6048  6052  6053  6054 6055 6056 6057 6076 6093 6094 6104 6105 6106 6107 6108  6109  6110  6119 6122 6136 6139	Lot 3383 in DP1194673 Lot 3383 in DP1194673 6027, 6028 6028 6052, 6053, 6054, 6055, 6056, 6057, 6058 6053, 6054, 6055, 6056, 6057, 6058 6054, 6055, 6056, 6057, 6058 6055, 6056, 6057, 6058 6056, 6057, 6058 6057, 6058 6075 6094, 6095 6095 6103 6103, 6104 6103, 6104, 6105 6103, 6104, 6105, 6106 6103, 6104, 6105, 6106, 6107 6103, 6104, 6105, 6106, 6107, 6108 6103, 6104, 6105, 6106, 6107, 6108, 6109 6120 6121 6137 6138
2	Easement to Drain Water variable width (A2)	6076 6086 6087	6075 6087, 6088 6088

MO,

ePlan

(Sheet 2 of 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
 covered by  
 Subdivision Certificate No. *14-2014-993-1*  
 Dated: 18 November 2016

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

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
3	Easement for Support and Maintenance 0.9 wide (L1)	6001 6002 6003	6002 6001 6001, 6002
4	Easement for Support and Maintenance 0.9 wide (L2)	6001	6003
5	Easement for Underground Cables 1 wide (E)	6145	Endeavour Energy
6	Easement for Underground Cables and Street Lighting Equipment 1 wide (EL)	6148	Endeavour Energy
7	Easement for Padmount Substation 2.75 wide (F1)	6095	Endeavour Energy
8	Easement for Padmount Substation 3.95 wide (F2)	6003, 6077	Endeavour Energy
9	Restriction on the Use of Land (G)(H)	Part of each of the lots 6003, 6004, 6077, 6095, 6096, 6110 designated G and H on the plan	Endeavour Energy
10	Restriction on the Use of Land 1.8 wide (K)	Part of each of the lots 6003 to 6012 inclusive designated K on the plan	Camden Council
11	Restriction on the Use of Land	6001, 6002, 6017 to 6020 inclusive, 6036, 6077, 6110	Camden Council
12	Restriction on the Use of Land	Each lot except 6145 to 6148 inclusive	Camden Council
13	Restriction on the Use of Land	Each lot except 6145 to 6148 inclusive	Every other lot except 6145 to 6148 inclusive
14	Restriction on the Use of Land	Each lot except 6145 to 6148 inclusive	Every other lot except 6145 to 6148 inclusive
15	Restriction on the Use of Land	6002, 6036	Camden Council
16	Restriction on the Use of Land	6001 to 6085 inclusive, 6101, 6102, 6104, 6105, 6106, 6109, 6110, 6112, 6113, 6114	Camden Council

ePlan

(Sheet 3 of 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
 covered by  
 Subdivision Certificate No. 14 2014 993 1

Dated: 18 November 2016

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

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
17	Positive Covenant 1.8 wide (V)	Part of each of the lots 6003 to 6012 inclusive designated V on the plan	Camden Council
18	Positive Covenant 1 wide (VW)	Part of each of the lots 6025, 6026, 6070, 6071 designated VW on the plan	Every other lot except 6145 to 6148 inclusive

**PART 1A (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	Part of Easement for Underground Cables and Street Lighting Equipment 1 wide (created by DP1198455) designated ZEL2 on the plan	Lot 3382 in DP1194673	Endeavour Energy

**PART 2 (Terms)**

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

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

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

**CAMDEN COUNCIL**

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

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

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

**CAMDEN COUNCIL**

.....  
 Council Authorised Person

*[Handwritten Signature]*  
 Signature of witness to final sheet

*[Handwritten Signature]*

ePlan

(Sheet 4 of 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
covered by  
Subdivision Certificate No. **14-2014-993-1**  
Dated: 18 November 2016

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

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

The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated 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 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.**

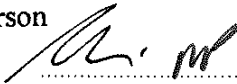
The full right and liberty at all times hereafter to have the retaining wall and any associated fencing within, on or over the area designated L2 on the plan, existing at the time of registration of this plan, supported PROVIDED THAT the registered proprietors of the lots hereby burdened, or their assigns, 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.
- (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 AUTHORITY whose consent is required to release, vary or modify the terms of the easement numbered 4 in the plan.

**CAMDEN COUNCIL**

.....  
Council Authorised Person

  
Signature of witness to final sheet



ePlan

(Sheet 5 of 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
covered by

Subdivision Certificate No. **14-2014-993-1**

Dated: 18 November 2016

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

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

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document.

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

**ENDEAVOUR ENERGY**

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

The terms set out in Memorandum No AK104616 registered at Land & Property Information NSW are incorporated into this document, amended by adding the words street light column and street light equipment to Clause 1.2.

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

**ENDEAVOUR ENERGY**

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

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document.

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

**ENDEAVOUR ENERGY**

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

The terms set out in Memorandum No AK104621 registered at Land & Property Information NSW are incorporated into this document.

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

**ENDEAVOUR ENERGY**

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

1.0 Definitions:

- 1.1 **120/120/120 fire rating** and **60/60/60 fire rating** means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.
- 1.2 **building** means a substantial structure with a roof and walls and includes any projections from the external walls.
- 1.3 **erect** includes construct, install, build and maintain.
- 1.4 **restriction site** means that part of the lot burdened affected by the restriction on the use of land as shown on the plan.

.....  
**Council Authorised Person**

.....  
Signature of witness to final sheet

M.A.



Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
covered by  
Subdivision Certificate No. **14-2014-993-1**  
Dated: 18 November 2016

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

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

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

**ENDEAVOUR ENERGY**


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


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


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

**CAMDEN COUNCIL**

Surveyors Ref: 04320T6(S1)DP Issue H

  
.....  
**Council Authorised Person**

  
.....  
Signature of witness to final sheet



ePlan

(Sheet 7 of 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
covered by  
Subdivision Certificate No. 14-2014-993-1  
Dated: 18 November 2016

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

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

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

- (a) the dwelling design and footprint are consistent with "Appendix B Noise Modelling Results" and plans "Fig no TD029-29P01(Rev 2)", identified in the "Road Traffic Noise Assessment Report, Oran Park Town – Tranche 6 Stage 1, Prepared by Renzo Tonin & Associates, Ref No TD029-29F02(r2), Dated 23 January 2014".
- (b) the front, rear, and side setbacks for all dwellings on the above lots are consistent with the "minimum" setbacks in accordance with the current Oran Park Development Control Plan. In addition, the principal private open space area must be located away from the road traffic noise source and comply with the DECC's Environmental Criteria For Road Traffic Noise, and compliance with these requirements is demonstrated for each dwelling application.
- (c) the dwelling layout is consistent with "Section 6.1 Building Layout" contained within the "Road Traffic Noise Assessment Report: Oran Park Town – Tranche 6 Stage 1, Prepared by Renzo Tonin & Associates, Ref No TD029-29F02 (r2), Dated 23 January 2014". For the burdened lots, the internal noise levels contained within the current Oran Park Development Control Plan must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
- (d) the construction requirements and window and door treatments are consistent with "Section 6 – Noise Control Treatment Recommendations" and "Table 6 – Acoustic Construction for Treatment Categories" contained within the "Road Traffic Noise Assessment Report: Oran Park Town – Tranche 6 Stage 1, Prepared by Renzo Tonin & Associates, Ref No TD029-29F02 (r2), Dated 23 January 2014". For the burdened lots, the internal noise levels contained within the current Oran Park Development Control Plan must be achieved for each dwelling. Compliance with the above is to be demonstrated for each dwelling application.
- (e) the dwelling shall comply as follows:-  
All facades identified in the report may require windows to be closed (but not necessarily sealed) to meet internal noise criteria. As a result, the provision of alternative ventilation (possibly mechanical provided there is a fresh air intake) that meets the requirements of the Building Code of Australia (BCA) will need to be provided to habitable rooms on these facades to ensure fresh airflow inside the dwellings when windows are closed. Consultation with a mechanical engineer to ensure that BCA and AS1668 are achieved may be required and compliance with all the requirements is to be demonstrated for each dwelling application.

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

**CAMDEN COUNCIL**

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

No 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 are carried out or constructed in accordance with the management strategies as contained within the Salinity Management Plan/s within the reports titled "Proposed Subdivision Tranche 4-6 Oran Park, prepared by Douglas Partners, Project 34272.23, Dated December 2011" and "Salinity Investigation and Management Plan Addendum Tranche 4-6 Oran Park, Prepared by Douglas Partners, Project 34272.40, Dated 1 June 2012".

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

**CAMDEN COUNCIL**

Surveyors Ref: 04320T6(S1)DP Issue H

.....  
**Council Authorised Person**

.....  
Signature of witness to final sheet

M.O

ePlan

(Sheet 8 of 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
covered by  
Subdivision Certificate No. *14-2014-993-1*  
Dated: 18 November 2016

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

**Terms of restriction numbered 13 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 13 in the plan.

**GREENFIELDS DEVELOPMENT COMPANY**

**Terms of restriction 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.
- (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 14 in the plan.

**GREENFIELDS DEVELOPMENT COMPANY**

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

No vehicular access shall be permitted to or from the lots burdened across the boundary designated 'M' to 'N' on the plan.

NAME OF AUTHORITY having the power to release, vary or modify the terms of the restriction numbered 15 in the plan.

**CAMDEN COUNCIL**

**Terms of restriction numbered 16 in the plan.**

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

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

**CAMDEN COUNCIL**

.....  
**Council Authorised Person**

*[Handwritten Signature]*

*M.O.*

ePlan

(Sheet 9 of 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
covered by  
Subdivision Certificate No. 14 2014 993 1  
Dated: 18 November 2016

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

**Terms of positive covenant numbered 17 in the plan.**

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

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


**CAMDEN COUNCIL**

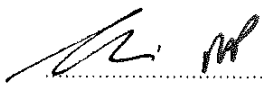
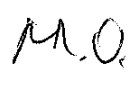
**Terms of positive covenant numbered 18 in the plan.**

The land owners or their assigns must maintain the estate feature wall and footing, and any associated landscaping within, on or over the area designated 'VW' on the plan in good order at all times. No alteration to the type, size or location of the estate feature wall within the area designated VW on the plan, existing at the time of registration of this plan, shall be permitted. The extent of this positive covenant is limited to the area designated 'VW' on the plan.

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

**GREENFIELDS DEVELOPMENT COMPANY**

  
.....  
Council Authorised Person

   
.....  
Signature of witness to final sheet

ePlan

(Sheet 10 of 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
covered by

Subdivision Certificate No. *14-2014-993-1*

Dated: 18 November 2016

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

Execution by Council:

*[Signature]*  
.....  
Council Authorised Person

*[Signature]*  
.....  
Signature of witness to final sheet

*M.O*

ePlan

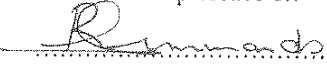
(Sheet 11 of 12 Sheets)

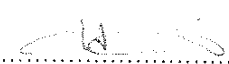
Plan: **DP1219869**

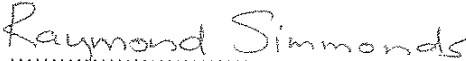
Plan of Subdivision of Lot 3382 in DP1194673  
covered by  
Subdivision Certificate No. **14.2014.993.1**  
**Dated: 18 November 2016**

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

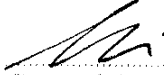
Signed on behalf of Endeavour Energy  
ABN 59 253 130 878 by its Attorney  
pursuant to Power of Attorney Book 4705  
No.566 in the presence of:

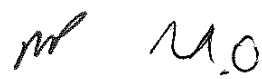
  
.....  
Signature of witness

  
.....  
Signature of Attorney

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

Name: **Helen Smith**  
Position: **Manager Property & Fleet**  
Date of execution: **14 November 2016**  
Reference: **URS15177**

  
.....  
Signature of witness to final sheet



ePlan

(Sheet 12 of 12 Sheets)

Plan: **DP1219869**

Plan of Subdivision of Lot 3382 in DP1194673  
covered by  
Subdivision Certificate No. 14-2014-993-1  
Dated: 18 November 2016

**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 **BK 4697  
No 601**

Witness Signature: *[Signature]*

Print Name: **Shawn van Duin**

Witness Address: **05 PETHA BROWN DR  
ORAN PARK**

Signature: *M. Owens*

Print Name: **MICHAEL OWENS**

Office Held: P of A **BK 4697  
No 601**

Witness Signature: *[Signature]*

Print Name: **Shawn van Duin**

Witness Address: **05 PETHA BROWN DR  
ORAN PARK**

Signed by Greenfields Development Company Pty Ltd  
ACN 125285583

Signature: *Mark Perich*

Print Name: **MARK PERICH**

Office Held: P of A **BK 4697  
No 603**

Witness Signature: *[Signature]*

Print Name: **Shawn van Duin**

Witness Address: **05 PETHA BROWN DR  
ORAN PARK**

Signature: *M. Owens*

Print Name: **MICHAEL OWENS**

Office Held: P of A **BK 4697  
No 603**

Witness Signature: *[Signature]*

Print Name: **Shawn van Duin**

Witness Address: **05 PETHA BROWN DR  
ORAN PARK**

REGISTERED 7.12.2016

**Execution by Camden Council:**

Signature: *[Signature]*

Signed by: **SUGULE MOHAMED**

Authorised officer as a delegate of Camden Council pursuant to S.37K of the Local Government Act 1993 and I hereby certify that I have no notice of revocation of such delegation.

Authority of Officer: **A/Manager certifying compliance**

Witness Signature: *[Signature]*

Name of Witness: **CATHERINE FROOME**

Address of Witness: **70 CENTRAL AVENUE  
ORAN PARK 2570**

*[Signature]*  
Signature of witness to final sheet



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

**APPLICANT:** Watson Law  
U 1 302 Camden Valley Way  
NARELLAN NSW 2567

Certificate number: 20218049  
Reference number: 634018  
Certificate issue date: 29/04/2022  
Certificate fee: \$62.00  
Applicant's reference:  
Property number: 1178642  
Applicant's email: tiana@watlaw.com.au

**DESCRIPTION OF PROPERTY**

Land Description: LOT: 5611 DP: 1224619  
Address: **11 Larkham 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



## **1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.
- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).
- (3) The name of each development control plan that applies to the carrying out of development on the land.
- (4) In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

### **LOCAL ENVIRONMENTAL PLANS (LEP'S)**

The land is not within a Local Environmental Plan.

### **STATE ENVIRONMENTAL PLANNING POLICIES (SEPP'S)**

SEPP No 65 - Design Quality of Residential Apartment Development

SEPP (Building Sustainability Index: BASIX) 2004

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

**Note:** The above SEPP's may apply subject to the relevant criteria and requirements as listed in each of the SEPP's.

### **DRAFT LOCAL ENVIRONMENTAL PLAN (LEP'S)**

No.

### **DRAFT STATE ENVIRONMENTAL PLANNING POLICY (SEPP'S)**

SEPP (Environment) 2017

SEPP (Remediation of Land) 2018

SEPP (Educational Establishments and Child Care Facilities) Amendment 2020

SEPP (Design and Place) 2021

SEPP No 65 (Design Quality of Residential Apartment Development) 2005 Amendment (Design and Place) 2021

SEPP (Building Sustainability Index: BASIX) Amendment (Design and Place) 2021

SEPP (Sydney Region Growth Centres) 2006 Amendment

**Note:** The above draft LEP's or draft SEPP's may apply subject to the relevant criteria and requirements as listed in each of these draft instruments.

## **DEVELOPMENT CONTROL PLANS**

Oran Park Precinct Development Control Plan 2007, as amended

## **2/2A. ZONING AND LAND USE UNDER RELEVANT LEPS AND/OR UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

This section contains information required under clauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000, relating to zoning and land use under relevant Environmental Planning Instruments.

Clause 2 of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas zoned under a Local Environmental Plan, or zoning and land use under a proposed instrument referred to in clause 1(2).

Clause 2A of Schedule 4 of the Regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned, or proposed to be zoned, under the State Environmental Planning Policy (Sydney Region Growth Centres) 2006. This includes a Precinct Plan or a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act.

### **A. ZONE R1 GENERAL RESIDENTIAL - ORAN PARK AND TURNER ROAD PRECINCT PLAN**

Objectives of zone

- \* To provide for the housing needs of the community.
- \* To provide for a variety of housing types and densities.
- \* To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- \* To support the well being of the community, including educational, recreational, community, religious and other activities and, where appropriate, neighbourhood shops if there will be no adverse effect on the amenity of proposed or existing nearby residential development.
- \* To allow for small scale kiosks, function centres, restaurants and markets that support the primary function and use of recreation areas, public open space and recreation facilities located within residential areas.

\* To allow for small scale intensity tourist and visitor accommodation that does not interfere with residential amenity.

\* To provide for a variety of recreational uses within open space areas.

B. Permitted without consent

Nil

C. Permitted with consent

Any other development not specified in item B or D

D. Prohibited

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

E. Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed

R1 General Residential: Clause 4.1A of Oran Park and Turner Road Precinct Plan fixes a minimum 300m<sup>2</sup> for the erection of a dwelling house; however, exceptions apply in circumstances as specified under clauses 4.1AC and 4.1AD for land dimensions of minimum 250m<sup>2</sup> and minimum 225m<sup>2</sup>.

F. Whether the land includes or comprises critical habitat

No.

G. Whether the land is in a conservation area (however described)

No.

H. Whether an item of environmental heritage (however described) is situated on the land.

No.

### 3. COMPLYING DEVELOPMENT

(1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1)

(c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

(2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.

(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 restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

### **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.

### **RURAL HOUSING 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 State Environmental Planning Policy (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.

### **COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE**

Complying development MAY be carried out on the land.

### **COMMERCIAL AND INDUSTRIAL NEW BUILDINGS AND ADDITIONS CODE**

Complying development MAY be carried out on the land.

#### **CONTAINER RECYCLING FACILITIES CODE**

Complying development MAY be carried out on the land.

#### **SUBDIVISION CODE**

Complying development MAY be carried out on the land.

#### **DEMOLITION CODE**

Complying development MAY be carried out on the land.

#### **FIRE SAFETY CODE**

Complying development MAY be carried out on the land.

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

#### **4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

Not Applicable.

#### **5. MINE SUBSIDENCE**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.

No.

#### **6. ROAD WIDENING AND ROAD REALIGNMENT**

Whether or not the land is affected by any road widening or road realignment under:

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

No.

#### **7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

Whether or not the land is affected by a policy:

- (a) Adopted by the council, or
- (b) Adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

### **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.

### **BUSHFIRE**

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 SULPHATE 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 sulphate soils.

### **OTHER RISK**

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.

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 Council's policy 'Building in a Salinity Prone Environment' and to requirements in the relevant Development Control Plan that applies to the land.

## **7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

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

No.

(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.

The subject land is above the Flood Planning Level (FPL). However, no formal flood study exists for the property in regards to the Probable Maximum Flood (PMF) level.

(3) In this clause –

**flood planning area** has the same meaning as in the Floodplain Development Manual.

**Floodplain Development Manual** means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

**probable maximum flood** has the same meaning as in the Floodplain Development Manual.

## 8. LAND RESERVED FOR ACQUISITION

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

No.

## 9. CONTRIBUTION PLANS

The name of each contributions plan applying to the land

Oran Park and Turner Road Section 7.11 Contributions Plan.

## 9A. BIO-DIVERSITY CERTIFIED LAND

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

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

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

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

## 10. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage).

**Note:** Biodiversity stewardship agreements include biobanking agreements under Part7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016.

No.

#### **10A. NATIVE VEGETATION CLEARING SET ASIDES**

If the land contains a set aside area under section 60ZC of the Local Land Services Act 2013, a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).

No.

#### **11. BUSH FIRE PRONE LAND**

Is the land or some of the land bush fire prone land (as defined in the Environmental Planning and Assessment Act, 1979)?

No.

#### **12. PROPERTY VEGETATION PLANS**

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, 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.

#### **13. 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.

#### **14. DIRECTIONS UNDER PART 3A**

If there is a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.

No.

#### **15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

If the land is land to which State Environmental Planning Policy (Housing) 2021 applies.



(a) Is there a current site compatibility certificate (seniors housing) of which the council is aware, in respect of proposed development on the land?

No.

(b) Are there any terms of a kind referred to in clause 88(2) of that Policy that have been imposed as a condition to a development application granted after 11 October 2007 in respect of the land?

No.

## **16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS**

Is there a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the council is aware, in respect of proposed development on the land?

- (a) the period for which the certificate is valid, and
- (b) that a copy may be obtained from the head office of the Department.

No.

## **17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

(1) Is there a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land?

No.

(2) Are there any terms of a kind referred to in clause 21(1) or 40(1) of State Environmental Planning Policy (Housing) 2021 that have been imposed as a condition of consent to a development application in respect of the land?

No.

## **18. PAPER SUBDIVISION INFORMATION**

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

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

(3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

Not Applicable.

## **19. SITE VERIFICATION CERTIFICATES**

Is there a current site verification certificate, of which the council is aware, in respect of the land?

**Note:** A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

No.

## 20. LOOSE-FILL ASBESTOS INSULATION

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

No.

## 21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.

A statement of:

whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this clause:

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

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

No.

## 22. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

For land to which State Environmental Planning Policy (Western Sydney Aerotropolis) 2020 applies, whether the land is –

(a) in an ANEF or ANEC contour of 20 or greater as referred to in clause 19 of that Policy, or

No.

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

No.

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

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

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

No.

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

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

## **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 below 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.

**Ron Moore**  
General Manager

28 April 2022

**Infotrack Pty Limited**

**Reference number: 8001612222**

**Property address: 11 Larkham 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.

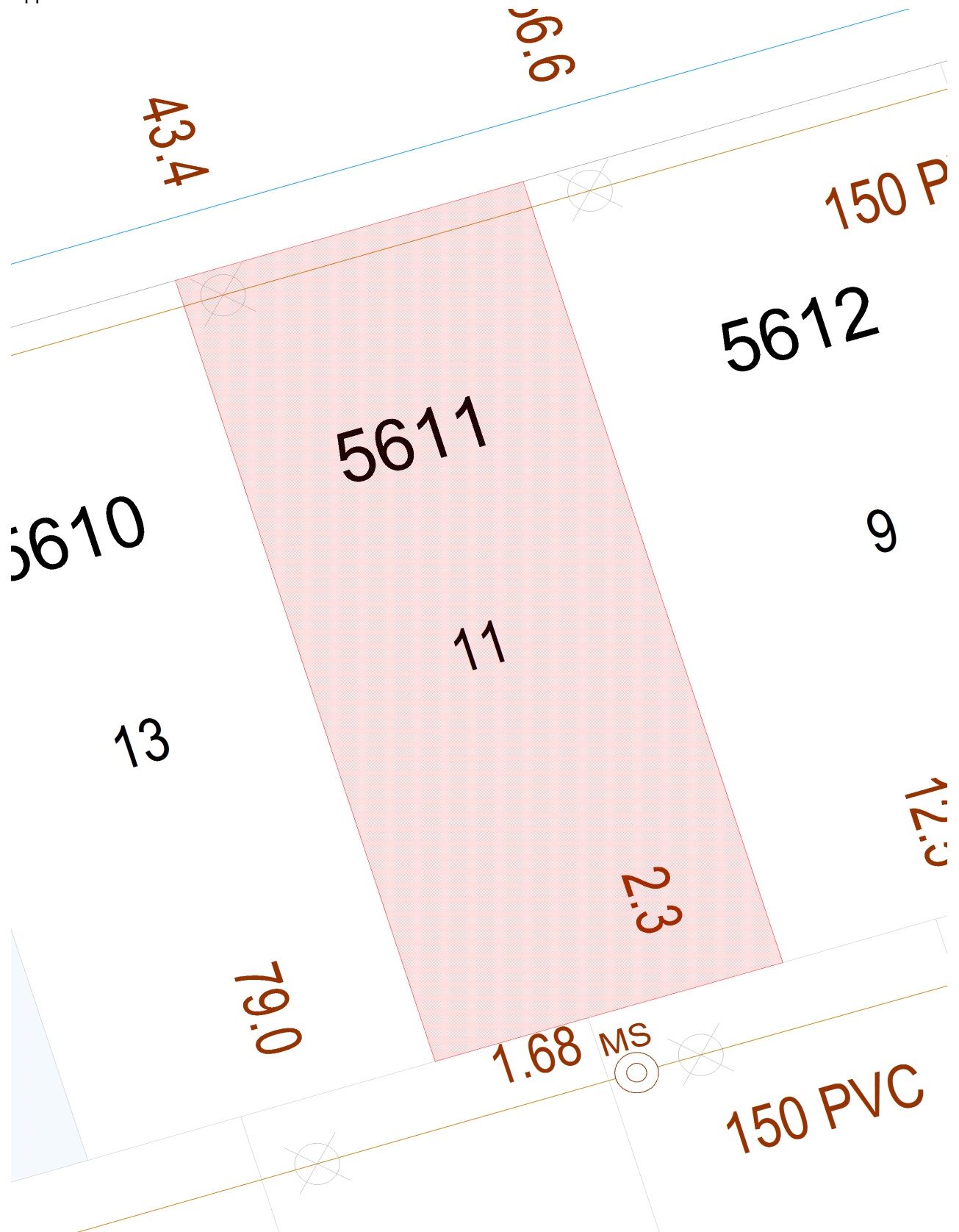
The fee you paid has been used to cover the cost of searching our records.

Yours sincerely



Greg Staveley  
Manager Business Customers

Service Location Print  
Application Number: 8001612221



Document generated at 28-04-2022 02:51:43 PM

**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

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

## Further Information

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

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

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

### Disclaimer

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





19 March 2019

Mr S C Jain  
C/- Kaplan Homes  
PO Box 7466  
MOUNT ANNAN NSW 2567

DA No: 2018/770/1

CC No: 2018/770/1

**INTERIM OCCUPATION CERTIFICATE No. 2018/770/1**

*Environmental Planning and Assessment Act, 1979*

<b>PROPERTY:</b>	11 Larkham Street ORAN PARK LOT: 5611 DP: 1224619
<b>DESCRIPTION OF THE BUILDING OR PART OF BUILDING:</b>	Two storey dwelling
<b>CLASSIFICATION (BCA):</b>	1A
<b>OWNER:</b>	Mr S C Jain

**DECISION OF THE CERTIFYING AUTHORITY:**

The issue of this interim occupation certificate requires the attached schedule of works to be completed.

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



**Certifying Authority:** Camden Council

**Certifying Officer/  
Accreditation Number:** Mrs C Froome  
BPB1296

Camden Council verifies that:

- the health and safety of the occupants of the building have been taken into consideration, and
- a current development consent or complying development certificate is in force for the building, and
- in the case of a building erected pursuant to a development consent but not a complying development certificate, that a construction certificate has been issued with respect to the plans and specifications for the building, and
- the partially completed building or part of the building is suitable for occupation or use in accordance with its classification under the *Building Code of Australia*, and
- such other matters as are required by the regulations to be complied with before such a certificate may be issued have been complied with.

Signature:

Date: 19 March 2019

70 Central Ave,  
Oran Park NSW 2670

PO Box 185, Camden 2570

4654 7777

ABN: 31 117 341 764

mail@camden.nsw.gov.au

camden.nsw.gov.au

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