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Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Taylor & Thomas Real Estate** **PO Box 3, BROKE NSW 2330**	**Phone: 02 4938 2020**
co-agent		
vendor	**Paul Alan Wake and Penny Lee Wake** **1 Vickers Close, Hunterview, NSW 2330**	
vendor's solicitor	**Ariel Conveyancing** **2 Pitt Street, Singleton NSW 2330** **PO Box 708, Singleton NSW 2330**	**Phone: 0428711500** **Email:** **christine@arielconveyancing.com.au** **Fax:** **Ref: CF:AS:223519**
date for completion	**42nd day after the contract date**	(clause 15)
land (address, plan details and title reference)	**1 Vickers Close, Hunterview, New South Wales 2330** **Registered Plan: Lot 219 Plan DP 1056926** **Folio Identifier 219/1056926**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: shed	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ blinds	☒ dishwasher	☒ light fittings	☒ stove
	☒ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☒ clothes line	☒ insect screens	☐ solar panels	☒ TV antenna
	☒ curtains	☒ other: ceiling fans, water tank, s/s air conditioner		

exclusions		
purchaser		
purchaser's solicitor		
price		
deposit	_____	(10% of the price, unless otherwise stated)
balance		
contract date		(if not stated, the date this contract was made)

buyer's agent

vendor	**GST AMOUNT** (optional) The price includes GST of: $	**witness**
purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares		**witness**

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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 an *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 number (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):

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List of Documents

General

☐ 1 property certificate for the land
☐ 2 plan of the land
☐ 3 unregistered plan of the land
☐ 4 plan of land to be subdivided
☐ 5 document that is to be lodged with a relevant plan
☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
☐ 7 additional information included in that certificate under section 10.7(5)
☐ 8 sewerage infrastructure location diagram (service location diagram)
☐ 9 sewer lines location diagram (sewerage service diagram)
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
☐ 11 *planning agreement*
☐ 12 section 88G certificate (positive covenant)
☐ 13 survey report
☐ 14 building information certificate or building certificate given under *legislation*
☐ 15 lease (with every relevant memorandum or variation)
☐ 16 other document relevant to tenancies
☐ 17 licence benefiting the land
☐ 18 old system document
☐ 19 Crown purchase statement of account
☐ 20 building management statement
☐ 21 form of requisitions
☐ 22 *clearance certificate*
☐ 23 land tax certificate

Home Building Act 1989

☐ 24 insurance certificate
☐ 25 brochure or warning
☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

☐ 27 certificate of compliance
☐ 28 evidence of registration
☐ 29 relevant occupation certificate
☐ 30 certificate of non-compliance
☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

☐ 32 property certificate for strata common property
☐ 33 plan creating strata common property
☐ 34 strata by-laws
☐ 35 strata development contract or statement
☐ 36 strata management statement
☐ 37 strata renewal proposal
☐ 38 strata renewal plan
☐ 39 leasehold strata - lease of lot and common property
☐ 40 property certificate for neighbourhood property
☐ 41 plan creating neighbourhood property
☐ 42 neighbourhood development contract
☐ 43 neighbourhood management statement
☐ 44 property certificate for precinct property
☐ 45 plan creating precinct property
☐ 46 precinct development contract
☐ 47 precinct management statement
☐ 48 property certificate for community property
☐ 49 plan creating community property
☐ 50 community development contract
☐ 51 community management statement
☐ 52 document disclosing a change of by-laws
☐ 53 document disclosing a change in a development or management contract or statement
☐ 54 document disclosing a change in boundaries
☐ 55 information certificate under Strata Schemes Management Act 2015
☐ 56 information certificate under Community Land Management Act 1989
☐ 57 disclosure statement - off the plan contract
☐ 58 other document relevant to the off the plan contract

Other

☐ 59

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

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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.

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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.

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WARNINGS

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

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

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. 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.

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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 –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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.

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7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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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 –

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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.

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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 *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

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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 *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 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;

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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.

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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 earnt 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 –

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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

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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*.

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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;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties*' *Conveyancing Transaction*;

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electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry.*

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.

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SPECIAL CONDITIONS

These are the special conditions to the contract for the sale of land

BETWEEN **Paul Alan Wake and Penny Lee Wake** of 1 Vickers Close, Hunterview, New South Wales (**Vendor**)

AND of (**Purchaser**)

1. Notice to complete

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

2. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

3. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek to, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

4. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 7% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

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, not withstanding completion.

6. Smoke alarms

The property has smoke alarms installed.

7. Swimming pool

The property does not have a swimming pool.

8. Deposit bond

(a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.

(b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.

(c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.

(d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the

deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

9. Electronic settlement

(a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

(b) The provisions of this contract continue to apply as modified by the electronic settlement procedures.

(c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

(d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

(e) Settlement takes place when the financial settlement takes place.

(f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.

(g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. The parties must settle as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.

(h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 219/1056926

SEARCH DATE	TIME	EDITION NO	DATE
12/4/2022	10:25 AM	6	2/11/2017

LAND

LOT 219 IN DEPOSITED PLAN 1056926
AT SINGLETON HEIGHTS
LOCAL GOVERNMENT AREA SINGLETON
PARISH OF DARLINGTON COUNTY OF DURHAM
TITLE DIAGRAM DP1056926

FIRST SCHEDULE

PAUL ALAN WAKE
PENNY LEE WAKE
AS JOINT TENANTS (T AM229979)

SECOND SCHEDULE (12 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
3 DP827411 EASEMENT TO DRAIN WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
4 DP830427 RESTRICTION(S) ON THE USE OF LAND
5 DP831355 RESTRICTION(S) ON THE USE OF LAND
6 DP1033130 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
DP1041496 RELEASED IN SO FAR AS IT AFFECTS LOT 2931 IN DP1033130.
7 DP1033130 EASEMENT FOR SERVICES VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
DP1041496 RELEASED IN SO FAR AS IT AFFECTS LOT 2931 IN DP1033130.
8 DP1037635 EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
9 DP1041496 EASEMENT FOR SEWERLINE 2.5 WIDE AND VARIABLE APPURTENANT TO THE LAND ABOVE DESCRIBED
10 DP1056926 EASEMENT FOR SEWERLINE 2.5 WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
11 DP1056926 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S. 88B INSTRUMENT
12 AM856196 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

END OF PAGE 1 - CONTINUED OVER

FOLIO: 219/1056926 PAGE 2

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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

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PLAN FORM 2 (APPROVED FORM 3) — Plan Drawing only to appear in this space

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

CONTINUED FROM BELOW RIGHT

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO RELEASE :

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1033130) PARTLY RELEASE
2. EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1033130) PARTLY RELEASE

IT IS INTENDED TO DEDICATE THE EXTENSION OF CASEY DRIVE , VICKERS CLOSE AND EVELEIGH CLOSE TO THE PUBLIC AS ROAD

AU88 PTY LTD A.C.N. 091 707 550 — The Common Seal Of

DUNCAN JOHN HARDIE
DIRECTOR

Mortgagee under Mortgage No. AA 178007 / 9776539

Signed at Sydney this 29th day of September 2003 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3834

Manager

Witness/Bank Officer Annabelle SMYTH
255 George Street, Sydney NSW

AUSTRALIAN FIXED INTEREST MANAGEMENT COMPANY PTY LTD ACN 082 615 852 — The Common Seal of

Department of Lands Approval

I ..... *in approving this plan certify*
(Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown hereon have been given .

Signature : .....

Date : .....

File Number : .....

Office : .....

Subdivision Certificate

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')

Mark Ihlen
** Authorised Person/General Manager/Accredited Certifier*

Consent Authority : SINGLETON COUNCIL

Date of Endorsement : 17 SEPTEMBER 2003

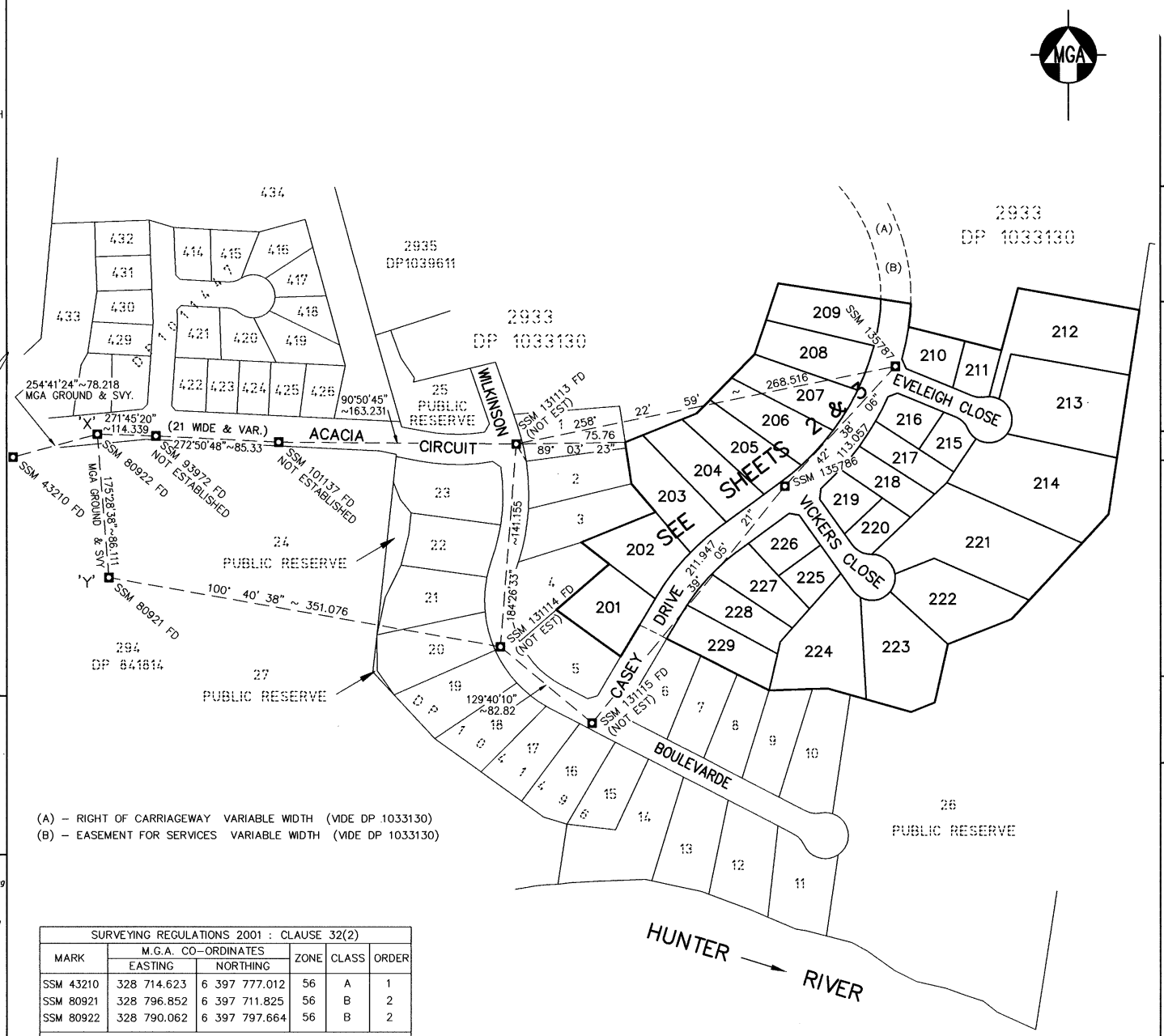
Accreditation No. : -

Subdivision Certificate No. SC 38/2003

File No. : SA 7/2001

Note :
When the plan is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar-General.

* Delete whichever is inapplicable



(A) – RIGHT OF CARRIAGEWAY VARIABLE WIDTH (VIDE DP 1033130)
(B) – EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP 1033130)

SURVEYING REGULATIONS 2001 : CLAUSE 32(2)					
MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	ZONE	CLASS	ORDER
SSM 43210	328 714.623	6 397 777.012	56	A	1
SSM 80921	328 796.852	6 397 711.825	56	B	2
SSM 80922	328 790.062	6 397 797.664	56	B	2
SOURCE : M.G.A. CO-ORDINATES ADOPTED FROM L.P.I. ON 13TH JULY 2001.					
M.G.A. COMBINED SCALE FACTOR = 0.999951					

DP1056926

Registered 8-10-2003

Title System : TORRENS

Purpose : SUBDIVISION

Ref. Map : U0995-6, 9

Last Plan : DP1033130

PLAN OF SUBDIVISION OF LOT 2932 DP 1033130 AND EASEMENT FOR SEWERLINE & EASEMENT TO DRAIN WATER WITHIN LOT 2933 DP 1033130

Lengths are in metres. Reduction Ratio 1 : 2000

L.G.A. : SINGLETON

Locality : SINGLETON HEIGHTS

Parish : DARLINGTON

County : DURHAM

This is sheet 1 of my plan in 3 sheets
(Delete if inapplicable)

Survey Certificate
Surveying Regulation, 2001

I, MICHAEL GORDON COOKSON

of HARPER SOMERS O'SULLIVAN
241 DENISON STREET , BROADMEADOW

a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate , has been made in accordance with the Surveying Regulation, 2001 and was completed on
8TH AUGUST 2003

The survey relates to lots 201 to 229

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

(Signature) MGCookson *Dated* 15-9-03
Surveyor registered under the Surveying Act, 2002

Datum Line : 'X'~'Y'

Type : Urban/~~Rural~~

Plans used in preparation of Survey/~~Compilation~~.
DP 1033130
DP 841814
DP 624410
DP 1037635
DP 624410
DP 1041496

PANEL FOR USE ONLY for 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, AS AMENDED IT IS INTENDED TO CREATE :

1. EASEMENT FOR SEWERLINE 2.5 WIDE AND VARIABLE
2. EASEMENT TO DRAIN WATER 4 WIDE
3. RESTRICTION AS TO USER
4. EASEMENT TO DRAIN WATER 2 WIDE
5. EASEMENT TO DRAIN WATER VARIABLE WIDTH
6. POSITIVE COVENANT
7. RESTRICTION AS TO USER
8. RESTRICTION AS TO USER

CONTINUED ABOVE LEFT

*OFFICE USE ONLY

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

SURVEYOR'S REFERENCE : 19753_STAGE 2 (CHECKLIST)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Filename : 19753DP_STG2_11.9.03.DWG

Req:R655435 /Doc:DP 1056926 P /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

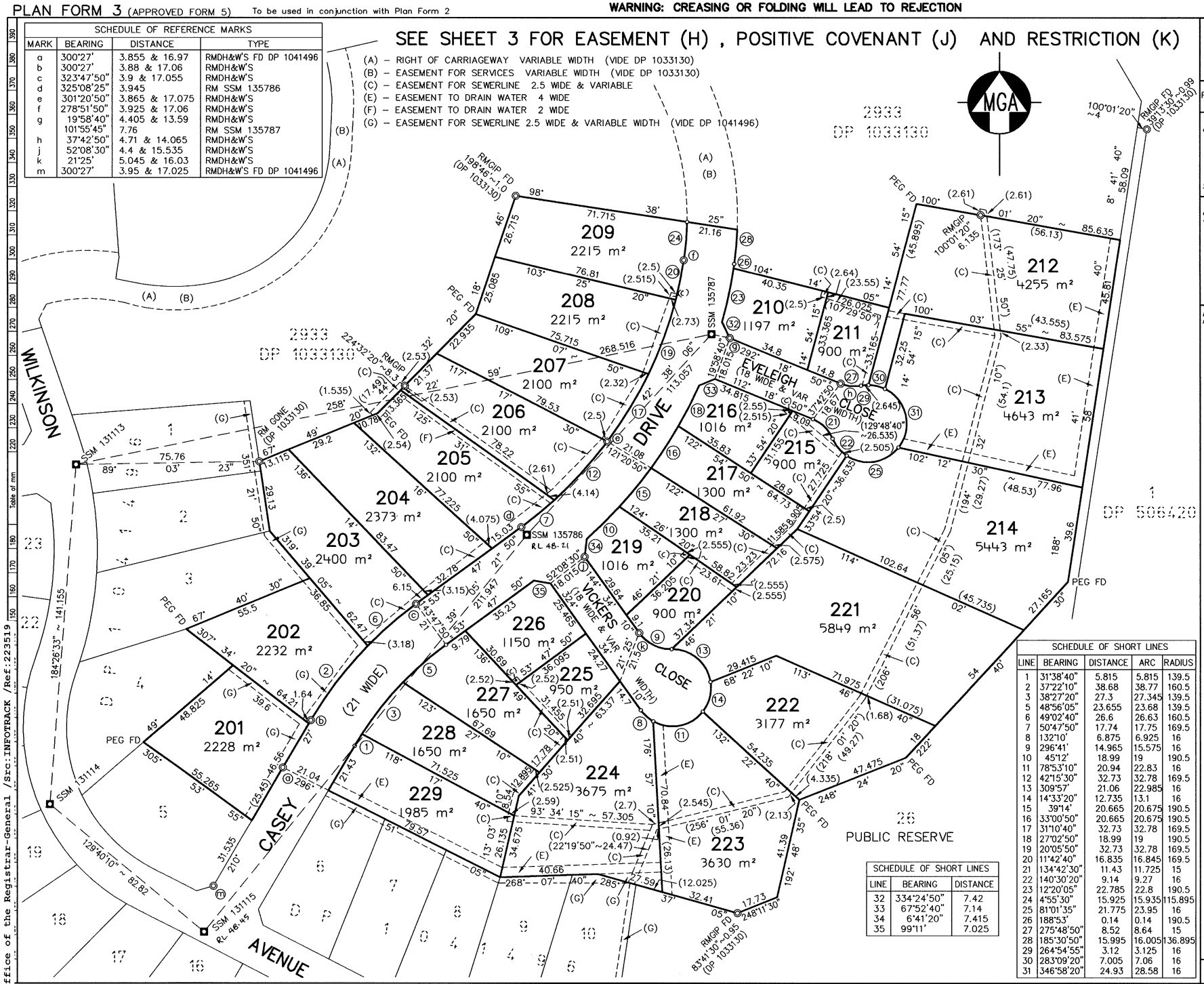
*OFFICE USE ONLY

SEE SHEET 3 FOR EASEMENT (H) , POSITIVE COVENANT (J) AND RESTRICTION (K)

(A) – RIGHT OF CARRIAGEWAY VARIABLE WIDTH (VIDE DP 1033130)
(B) – EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP 1033130)
(C) – EASEMENT FOR SEWERLINE 2.5 WIDE & VARIABLE
(E) – EASEMENT TO DRAIN WATER 4 WIDE
(F) – EASEMENT TO DRAIN WATER 2 WIDE
(G) – EASEMENT FOR SEWERLINE 2.5 WIDE & VARIABLE WIDTH (VIDE DP 1041496)

SCHEDULE OF REFERENCE MARKS

MARK	BEARING	DISTANCE	TYPE
a	300°27'	3.855 & 16.97	RMDH&W'S FD DP 1041496
b	300°27'	3.88 & 17.06	RMDH&W'S
c	323°47'50"	3.9 & 17.055	RMDH&W'S
d	325°08'25"	3.945	RM SSM 135786
e	301°20'50"	3.865 & 17.075	RMDH&W'S
f	278°51'50"	3.925 & 17.06	RMDH&W'S
g	19°58'40"	4.405 & 13.59	RMDH&W'S
	101°55'45"	7.76	RM SSM 135787
h	37°42'50"	4.71 & 14.065	RMDH&W'S
j	52°08'30"	4.4 & 15.535	RMDH&W'S
k	21°25'	5.045 & 16.03	RMDH&W'S
m	300°27'	3.95 & 17.025	RMDH&W'S FD DP 1041496



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	31°38'40"	5.815	5.815	139.5
2	37°22'10"	38.68	38.77	160.5
3	38°27'20"	27.3	27.345	139.5
5	48°56'05"	23.655	23.68	139.5
6	49°02'40"	26.6	26.63	160.5
7	50°47'50"	17.74	17.75	169.5
8	132°10'	6.875	6.925	16
9	296°41'	14.965	15.575	16
10	45°12'	18.99	19	190.5
11	78°53'10"	20.94	22.83	16
12	42°15'30"	32.73	32.78	169.5
13	309°57'	21.06	22.985	16
14	14°33'20"	12.735	13.1	16
15	39°14'	20.665	20.675	190.5
16	33°00'50"	20.665	20.675	190.5
17	31°10'40"	32.73	32.78	169.5
18	27°02'50"	18.99	19	190.5
19	20°05'50"	32.73	32.78	169.5
20	11°42'40"	16.835	16.845	169.5
21	134°42'30"	11.43	11.725	15
22	140°30'20"	9.14	9.27	16
23	12°20'05"	22.785	22.8	190.5
24	4°55'30"	15.925	15.935	115.895
25	81°01'35"	21.775	23.95	16
26	188°53'	0.14	0.14	190.5
27	275°48'50"	8.52	8.64	15
28	185°30'50"	15.995	16.005	136.895
29	264°54'55"	3.12	3.125	16
30	283°09'20"	7.005	7.06	16
31	346°58'20"	24.93	28.58	16

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
32	334°24'50"	7.42
33	67°52'40"	7.14
34	6°41'20"	7.415
35	99°11'	7.025

DP1056926

Registered 8 - 10 - 2003

This is sheet 2 of my plan in 3 sheets dated 8TH AUGUST 2003

Surveyor registered under Surveying Act, 2002

This is sheet 2 of my plan of 3 sheets covered by Subdivision Certificate No. 38 of 2003

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1 : 1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE : 19753_STAGE 2

Req:R655435 /Doc:DP 1056926 P /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 3
Office of the Registrar-General /Src:INFOTRACK /Ref:223519
© lename : 19753DP_STG2_11.9.03.DWG

PLAN FORM 3 (APPROVED FORM 5)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

THIS SHEET FOR EASEMENT FOR DRAINAGE (H), POSITIVE COVENANT (J) AND RESTRICTION AS TO USER (K) ONLY

DP1056926

Registered 18-10-2003

This is sheet 3 of my plan in 3 sheets dated 8TH AUGUST 2003

M Cookson

Surveyor registered under Surveying Act, 2002

This is sheet 3 of my plan of 3 sheets covered by Subdivision Certificate No. 38 of 2003

Mark Dhlen.

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

SCHEDULE OF SHORT LINES				
LINE	BEARING	DISTANCE	ARC	RADIUS
1	23°48'	16.98	———	———
2	66°07'	7.7	———	———
3	337°44'30"	29.61	32.485	22
4	87°42'55"	24.34	25.79	22
5	13°25'	17.315	17.795	22
6	70°30'30"	21.13	22.04	22
7	108°14'40"	7.195	———	———
8	91°55'50"	9.415	———	———

(H) – EASEMENT TO DRAIN WATER VARIABLE WIDTH
(J) – POSITIVE COVENANT
(K) – RESTRICTION AS TO USER

DIAGRAM A
(NOT TO SCALE)

Reduction Ratio 1 : 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE : 19753_STAGE 2

Req:R655435 /Doc:DP 1056926 P /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:3 of 3
Office of the Registrar-General /Src:INFOTRACK /Ref:223519
© lename : 19753DP_STG2_11.9.03.DWG

PLAN FORM 2 (APPROVED FORM 3) — Plan Drawing only to appear in this space

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

CONTINUED FROM BELOW RIGHT

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, AS AMENDED IT IS INTENDED TO RELEASE :

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1033130) PARTLY RELEASE
2. EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1033130) PARTLY RELEASE

IT IS INTENDED TO DEDICATE THE EXTENSION OF CASEY DRIVE , VICKERS CLOSE AND EVELEIGH CLOSE TO THE PUBLIC AS ROAD

The Common Seal Of AU88 PTY LTD A.C.N. 091 707 550

DUNCAN JOHN HARDIE
DIRECTOR

Mortgagee under Mortgage No. AA 178007 / 9776539

Signed at Sydney this 29th day of September 2003 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3834

Manager .....

Witness/Bank Officer .....
Annabelle SMYTH
255 George Street, Sydney NSW

The Common Seal of AUSTRALIAN FIXED INTEREST MANAGEMENT COMPANY PTY LTD ACN 082 615 852

Department of Lands Approval

I ..... *in approving this plan certify* (Authorised Officer)

that all necessary approvals in regard to the allocation of the land shown hereon have been given .

Signature : .....

Date : .....

File Number : .....

Office : .....

Subdivision Certificate

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')

Mark Ihlen
* *Authorised Person/General Manager/Accredited Certifier*

Consent Authority : SINGLETON COUNCIL

Date of Endorsement : 17 SEPTEMBER 2003

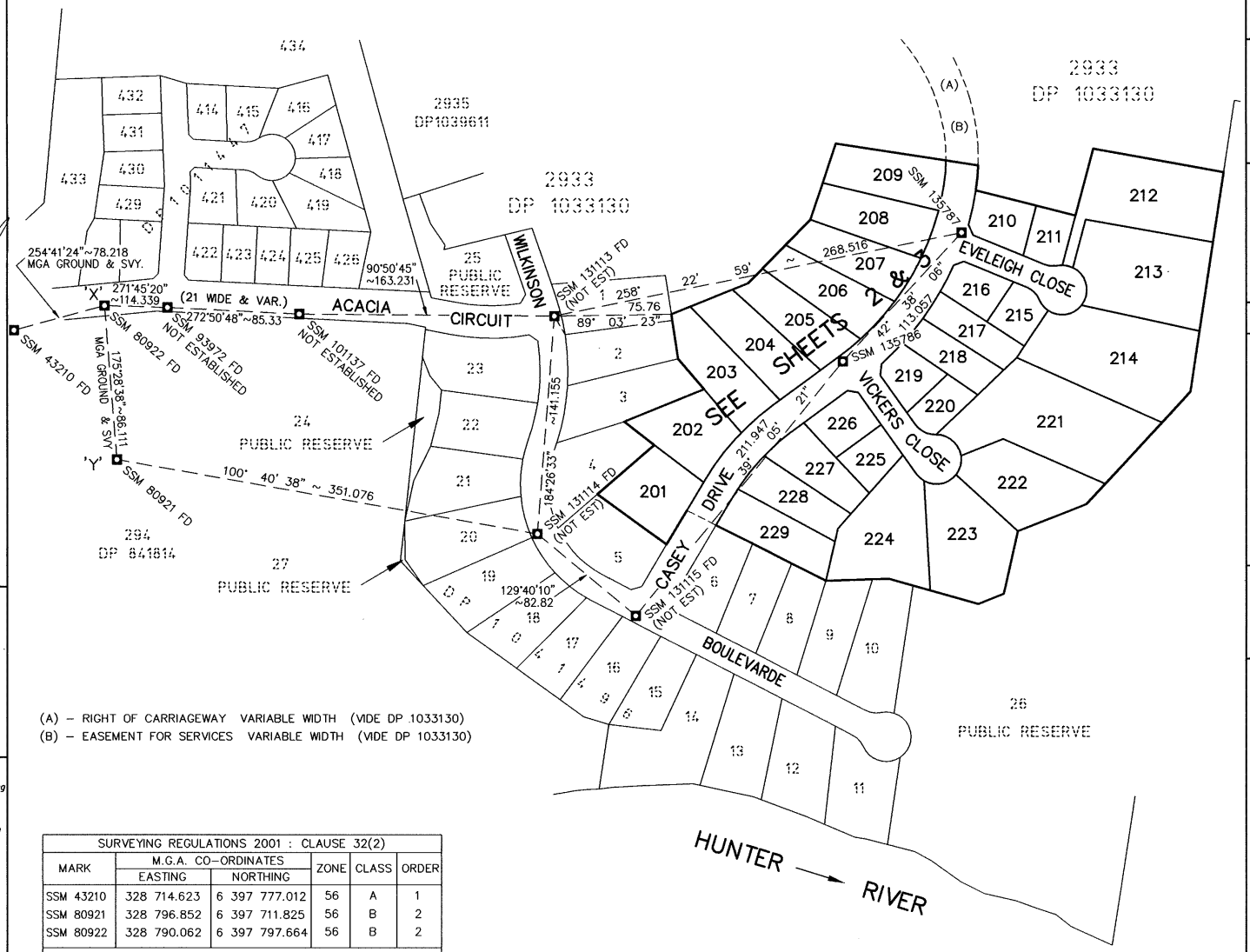
Accreditation No. : -

Subdivision Certificate No. SC 38/2003

File No. : SA 7/2001

Note :
When the plan is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar-General.

* Delete whichever is inapplicable



(A) – RIGHT OF CARRIAGEWAY VARIABLE WIDTH (VIDE DP 1033130)
(B) – EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP 1033130)

SURVEYING REGULATIONS 2001 : CLAUSE 32(2)					
MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	ZONE	CLASS	ORDER
SSM 43210	328 714.623	6 397 777.012	56	A	1
SSM 80921	328 796.852	6 397 711.825	56	B	2
SSM 80922	328 790.062	6 397 797.664	56	B	2
SOURCE : M.G.A. CO-ORDINATES ADOPTED FROM L.P.I. ON 13TH JULY 2001.					
M.G.A. COMBINED SCALE FACTOR = 0.999951					

DP1056926

Registered 16-10-2003

Title System : TORRENS

Purpose : SUBDIVISION

Ref. Map : U0995-6, 9

Last Plan : DP1033130

PLAN OF SUBDIVISION OF LOT 2932 DP 1033130 AND EASEMENT FOR SEWERLINE & EASEMENT TO DRAIN WATER WITHIN LOT 2933 DP 1033130

Lengths are in metres. Reduction Ratio 1 : 2000

L.G.A. : SINGLETON

Locality : SINGLETON HEIGHTS

Parish : DARLINGTON

County : DURHAM

This is sheet 1 of my plan in 3 sheets (Delete if inapplicable)

Survey Certificate
Surveying Regulation, 2001

I, MICHAEL GORDON COOKSON

of HARPER SOMERS O'SULLIVAN 241 DENISON STREET , BROADMEADOW

a surveyor registered under the Surveying Act, 2002, hereby certify that the survey represented in this plan is accurate , has been made in accordance with the Surveying Regulation, 2001 and was completed on 8TH AUGUST 2003

The survey relates to lots 201 to 229

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

(Signature) MGCookson *Dated* 15-9-03

Surveyor registered under the Surveying Act, 2002

Datum Line : 'X'~'Y'

Type : Urban/~~Rural~~

Plans used in preparation of Survey/~~Compilation~~.
DP 1033130
DP 841814
DP 624410
DP 1037635
DP 624410
DP 1041496

PANEL FOR USE ONLY for 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, AS AMENDED IT IS INTENDED TO CREATE :

1. EASEMENT FOR SEWERLINE 2.5 WIDE AND VARIABLE
2. EASEMENT TO DRAIN WATER 4 WIDE
3. RESTRICTION AS TO USER
4. EASEMENT TO DRAIN WATER 2 WIDE
5. EASEMENT TO DRAIN WATER VARIABLE WIDTH
6. POSITIVE COVENANT
7. RESTRICTION AS TO USER
8. RESTRICTION AS TO USER

CONTINUED ABOVE LEFT

*OFFICE USE ONLY

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

SURVEYOR'S REFERENCE : 19753_STAGE 2 (CHECKLIST)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Filename : 19753DP_STG2_11.9.03.DWG

Req:R655452 /Doc:DP 1056926 P /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 3
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

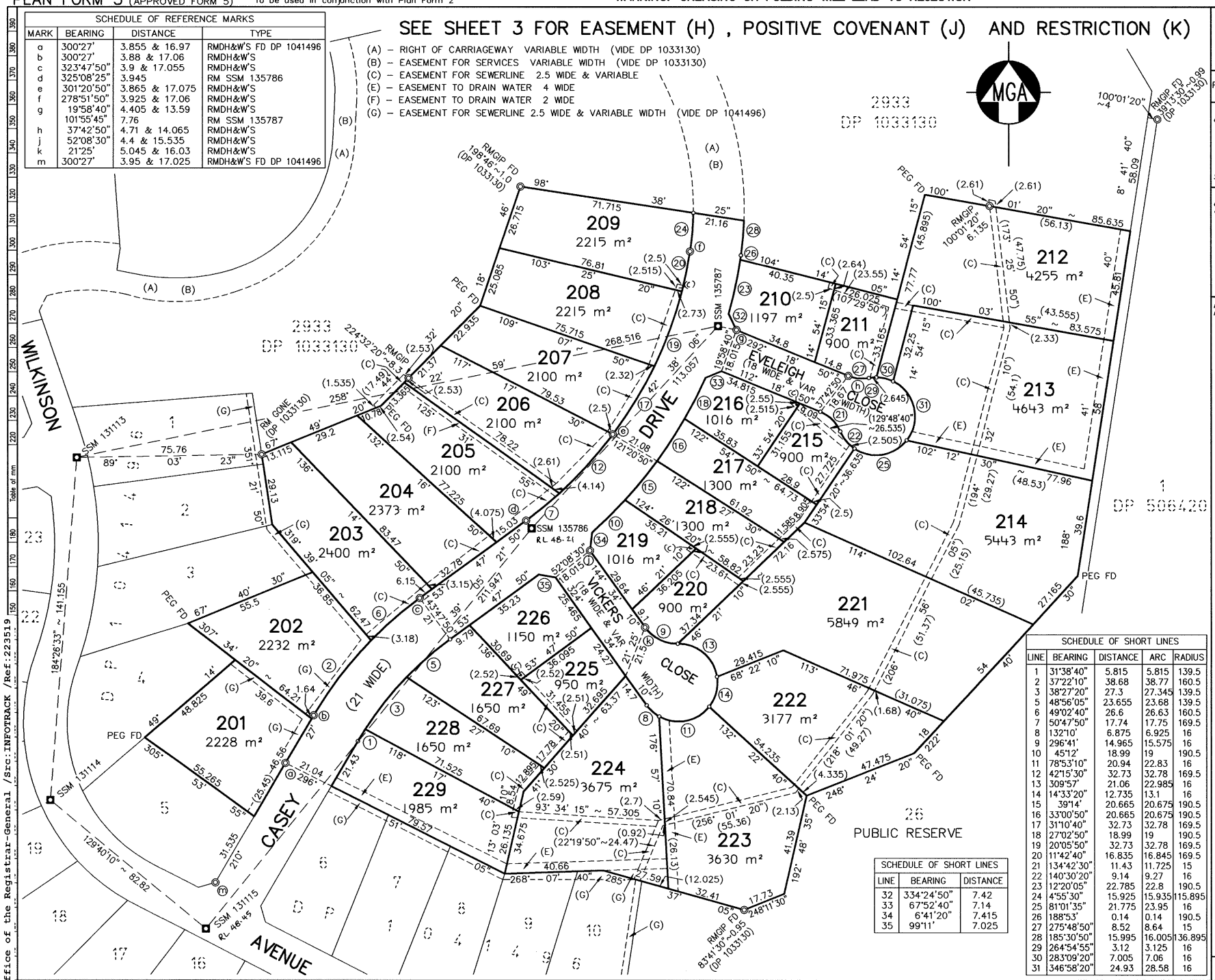
*OFFICE USE ONLY

SEE SHEET 3 FOR EASEMENT (H), POSITIVE COVENANT (J) AND RESTRICTION (K)

(A) – RIGHT OF CARRIAGEWAY VARIABLE WIDTH (VIDE DP 1033130)
(B) – EASEMENT FOR SERVICES VARIABLE WIDTH (VIDE DP 1033130)
(C) – EASEMENT FOR SEWERLINE 2.5 WIDE & VARIABLE
(E) – EASEMENT TO DRAIN WATER 4 WIDE
(F) – EASEMENT TO DRAIN WATER 2 WIDE
(G) – EASEMENT FOR SEWERLINE 2.5 WIDE & VARIABLE WIDTH (VIDE DP 1041496)

SCHEDULE OF REFERENCE MARKS

MARK	BEARING	DISTANCE	TYPE
a	300°27'	3.855 & 16.97	RMDH&W'S FD DP 1041496
b	300°27'	3.88 & 17.06	RMDH&W'S
c	323°47'50"	3.9 & 17.055	RMDH&W'S
d	325°08'25"	3.945	RM SSM 135786
e	301°20'50"	3.865 & 17.075	RMDH&W'S
f	278°51'50"	3.925 & 17.06	RMDH&W'S
g	19°58'40"	4.405 & 13.59	RMDH&W'S
	101°55'45"	7.76	RM SSM 135787
h	37°42'50"	4.71 & 14.065	RMDH&W'S
j	52°08'30"	4.4 & 15.535	RMDH&W'S
k	21°25'	5.045 & 16.03	RMDH&W'S
m	300°27'	3.95 & 17.025	RMDH&W'S FD DP 1041496



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
32	334°24'50"	7.42
33	67°52'40"	7.14
34	6°41'20"	7.415
35	99°11'	7.025

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE	ARC	RADIUS
1	31°38'40"	5.815	5.815	139.5
2	37°22'10"	38.68	38.77	160.5
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12	42°15'30"	32.73	32.78	169.5
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14	14°33'20"	12.735	13.1	16
15	39°14'	20.665	20.675	190.5
16	33°00'50"	20.665	20.675	190.5
17	31°10'40"	32.73	32.78	169.5
18	27°02'50"	18.99	19	190.5
19	20°05'50"	32.73	32.78	169.5
20	11°42'40"	16.835	16.845	169.5
21	134°42'30"	11.43	11.725	15
22	140°30'20"	9.14	9.27	16
23	12°20'05"	22.785	22.8	190.5
24	4°55'30"	15.925	15.935	115.895
25	81°01'35"	21.775	23.95	16
26	188°53'	0.14	0.14	190.5
27	275°48'50"	8.52	8.64	15
28	185°30'50"	15.995	16.005	136.895
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30	283°09'20"	7.005	7.06	16
31	346°58'20"	24.93	28.58	16

DP1056926

Registered 8 - 10 - 2003

This is sheet 2 of my plan in 3 sheets dated 8TH AUGUST 2003

M G Cochoon

Surveyor registered under Surveying Act, 2002

This is sheet 2 of my plan of 3 sheets covered by Subdivision Certificate No. 38 of 2003

Mark J Shlewin

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1 : 1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE : 19753_STAGE 2

Req:R655452 /Doc:DP 1056926 P /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 3
Office of the Registrar-General /Src:INFOTRACK /Ref:223519
© lename : 19753DP_STG2_11.9.03.DWG

PLAN FORM 3 (APPROVED FORM 5)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

THIS SHEET FOR EASEMENT FOR DRAINAGE (H), POSITIVE COVENANT (J) AND RESTRICTION AS TO USER (K) ONLY

DP1056926

Registered 18-10-2003

This is sheet 3 of my plan in 3 sheets dated 8TH AUGUST 2003

Surveyor registered under Surveying Act, 2002

This is sheet 3 of my plan of 3 sheets covered by Subdivision Certificate No. 38 of 2003

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

SCHEDULE OF SHORT LINES				
LINE	BEARING	DISTANCE	ARC	RADIUS
1	23°48'	16.98	———	———
2	66°07'	7.7	———	———
3	337°44'30"	29.61	32.485	22
4	87°42'55"	24.34	25.79	22
5	13°25'	17.315	17.795	22
6	70°30'30"	21.13	22.04	22
7	108°14'40"	7.195	———	———
8	91°55'50"	9.415	———	———

(H) – EASEMENT TO DRAIN WATER VARIABLE WIDTH
(J) – POSITIVE COVENANT
(K) – RESTRICTION AS TO USER

DIAGRAM A
(NOT TO SCALE)

Reduction Ratio 1 : 800

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE : 19753_STAGE 2

Req:R655452 /Doc:DP 1056926 P /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:3 of 3
Office of the Registrar-General /Src:INFOTRACK /Ref:223519
© lename : 19753DP_STG2_11.9.03.DWG

Req:R655454 /Doc:DP 1056926 B /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 7
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Instrument setting out Terms of Easements or Profits á Prendre intended to be created or released and of Restrictions on the Use of the Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in metres

DP1056926

Plan of Subdivision of Lot 2932 DP 1033130 and Easement for Sewerline and Easement to Drain Water within Lot 2933 DP 1033130 covered by Council Subdivision Certificate No.

Full name and address of proprietor of the land:

AU88 Pty Ltd
Level 2 106 KING STREET
SYDNEY NSW 2000
ACN: 091 707 550

Part 1

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 for Sewerline 2.5 wide and variable	203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 Lot 2933 DP1033130	Singleton Shire Council

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2	Easement to Drain Water 4 wide	213 212 223 224 229	Singleton Shire Council 213, Singleton Shire Council, Lot 2933 DP1033130 224, 229, Singleton Shire Council 229, Singleton Shire Council Singleton Shire Council
3	Restriction as to User	Each Lot	Every other Lot
4	Easement to Drain Water 2 wide	205	Lot 2933 DP 1033130
5	Easement to Drain Water variable width	211 Lot 2933 DP1033130 212 214 215 217 218 224 225 226	Singleton Shire Council 211, Singleton shire Council 211, Lot 2933 DP1033130, Singleton Shire Council 215, 217,218, 220, Singleton Shire Council 214, 217,218, 220, Singleton Shire Council 218, 220, Singleton Shire Council 220, Singleton Shire Council 225, 226, Singleton Shire Council 226, Singleton Shire Council Singleton Shire Council
6	Positive Covenant	201 202 203 205 206 207 208 209 210 212 213 216 218 220 223 227 228 229	Singleton Shire Council

Req:R655454 /Doc:DP 1056926 B /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:3 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

7	Restriction As To User	212 213 214 222 223	Singleton Shire Council
8	Restriction As To User	221 224 228 229	Singleton Shire Council

Part 1A

Number of items shown in the intention panel on the plan	Identity of easement or profit á prendre 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 Right of Carriageway variable width created by DP 1033130	2932/1033130	Lot 2933 DP 1033130 Lots 2935 & 2936 DP 1039611
2	Part of Easement for Services Variable width created by DP 1033130	2932/1033130	Lot 2933 DP 1033130 Lots 2935 & 2936 DP 1039611

Part 2

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

Full and free right for every Authority who is at any time entitled to an estate or interest in possession in the land herein indicted as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by it from time to time and at all times by means of pipes to drain sewerage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining sewerage or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the grantee and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

The person/Corporation having the right to release vary or modify this restriction shall be **Singleton Shire Council.**

Req:R655454 /Doc:DP 1056926 B /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:4 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

Terms of easement, profit á prendre, restriction, or positive covenant numbered 3 in the plan.

a) No fence shall be erected or be permitted to remain erected on each lot burdened closer to the street than six (6) metres from the front street alignment.

b) No building shall be erected or be permitted to remain erected on the land burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement provided that the proportions of brick and/or brick veneer and/or stone and/or concrete shall not be less than fifty percent of the total area of the external walls. All materials used on the external walls of any building erected on a lot shall be new materials with the exception of genuine sandstock bricks.

c) No building shall be erected on any Lot burdened having a roof of corrugated iron or fibrous cement or metal decking unless colour bonded.

d) No main building or buildings shall be used or permitted to be used other than for residential accommodation.

e) No obnoxious noise or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any Lot burdened.

f) No fence shall be erected on the land hereby burdened to divide it from any adjoining land owned by the vendor without the consent of the vendor but such consent shall not be withheld if such fence is erected without expense to the vendor provided that this restriction shall remain in force only during such time as the Vendor is registered proprietor of any land in the plan or plans immediately adjoining the land in the plan.

g) No metal fence shall be erected unless they are colour bonded.

h) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.

i) No main building shall be erected or permitted to remain erected on each lot burdened having a total internal floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.

j) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.

k) No mobile home or temporary or permanent moveable improvements for residence or tent, shack, garage, camper or caravan (except building huts required during construction, or mobile and temporary marketing offices used by the Vendor or any agent of the Vendor, shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any Lot burdened.

l) No "For Sale" sign shall be erected or displayed on any lot burdened while it is vacant land for one (1) year after the date of its transfer from AU88 Pty Ltd and no other type of advertisement or hoarding shall be erected or displayed on any lot burdened without the prior written consent of those companies.

Sold

Req:R655454 /Doc:DP 1056926 B /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:5 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

m) Should any tree planted on any lot burdened die or be badly damaged it shall be replaced by the owner of the lot burdened with a tree of the same species.

n) During construction on any lot burdened the registered proprietor for the time being shall ensure that the lot is kept in a clean and tidy state and take proper steps to ensure that any rubbish is collected and properly disposed of.

o) Any release, variation or modification of these Restrictions shall be made and done in all respect to the cost and expense of the person or persons requesting the same.

The person or persons having the right to release vary or modify these restrictions are AU88 Pty Ltd for such time as they are registered proprietors of any land in the plan and thereafter the registered proprietors for the time being of lots in the plan having common boundaries with the land burdened and whose registered proprietor is seeking such release variation or modification.

Terms of easement, profit á prendre, restriction, or positive covenant numbered 5 in the plan.

The Terms for an Easement to Drain water defined by Part 3 of schedule 8 of the Conveyancing Act 1919 together with:

(a) The proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened ensure the Atlantis cells drainage system installed on the land burdened is unobstructed by any structural loading or impermeable surface either over or near the Atlantis cell.

(b) The proprietor of the land hereby burdened shall at all times be responsible for the maintenance of the Atlantis cell installed on that land. This shall include cleaning, removal of debris and repairs if required.

(c) The Singleton Shire Council, after giving reasonable notice to the proprietor of the land hereby burdened and any occupier thereof, may enter onto the land for the purposes of inspecting the Atlantis cells drainage system.

The person/Corporation having the right to release vary or modify this easement shall be **Singleton Shire Council.**

Terms of easement, profit á prendre, restriction, or positive covenant numbered 6 in the plan.

(a) The proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened ensure the Atlantis cells drainage system installed on the land burdened is unobstructed by any structural loading or impermeable surface either over or near the Atlantis cell.

(b) The proprietor of the land hereby burdened shall at all times be responsible for the maintenance of the Atlantis cell installed on that land. This shall include cleaning, removal of debris and repairs if required.

(c) The Singleton Shire Council, after giving reasonable notice to the proprietor of the land hereby burdened and any occupier thereof, may enter onto the land for the purposes of inspecting the Atlantis cells drainage system.

Req:R655454 /Doc:DP 1056926 B /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:6 of 7
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DP1056926

The person/Corporation having the right to release vary or modify this covenant shall be **Singleton Shire Council.**

Terms of easement, profit á prendre, restriction, or positive covenant numbered 7 in the plan.

(a) The building envelope on each Lot burdened is to be restricted to the area so designated as "K" on the accompanying plan approved by Singleton Shire Council in DA 182-2001 dated 18th July 2001.

(b) No habitable dwelling shall be erected on any Lot burdened below the 1:100 year flood level (RL 41.7m AHD).

The person/Corporation having the right to release vary or modify this restriction shall be **Singleton Shire Council.**

Terms of easement, profit á prendre, restriction, or positive covenant numbered 8 in the plan.

(a) No habitable dwelling shall be erected on any Lot burdened below the 1:100 year flood level (RL 41.7m AHD).

The person/Corporation having the right to release vary or modify this restriction shall be **Singleton Shire Council.**

The Common Seal of AU88 Pty Ltd)
(ACN 091 707 550) was hereto)
affixed in accordance with its)
Articles of Association in the presence of:)

AU88 PTY LTD A.C.N. 091 707 550 — The Common Seal Of

Sole Director/Secretary .....

Secretary DUNCAN JOHN HARDIE DIRECTOR .....

Signed in my presence by:

.....
(signature of Witness)

.....
(Name of Witness)

.....
(Address and Occupation of Witness)

AA178003

Mortgagee under Mortgage No. 9776539
Signed at Sydney this 29th day of September 2003 for National Australia Bank Limited ABN 12 004 044 937 by **Fiona Mary FERGUSON** its duly appointed Attorney under Power of Attorney No. 549 Book 3854

.....
Manager

.....
Witness/Bank Officer Annabelle SMYTH
255 George Street, Sydney NSW

Req:R655454 /Doc:DP 1056926 B /Rev:09-Oct-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:7 of 7
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

DP1056926

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

Plan:

Plan of Subdivision of Lot 2932 DP 1033130 and Easement for Sewerline and Easement to Drain Water within Lot 2933 DP 1033130 covered by Council Subdivision Certificate No.

Full name and address of the owner of the land:

AU88 Pty Limited
Level 2, 106 King Street
SYDNEY NSW 2000
ACN 091 707 550

The common seal of **AUSTRALIAN FIXED INTEREST MANAGEMENT COMPANY PTY LIMITED** (ACN 082 615 852) was hereto affixed in accordance with its Articles of Association in the presence of:

AUSTRALIAN FIXED INTEREST MANAGEMENT COMPANY PTY LTD ACN 082 615 852
The Common Seal of

.....
Director

.....
Secretary

REGISTERED 28-10-2003

PLAN FORM 2 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURE AND SEALS ONLY.

DP 827411

Registered: 14·12·1992

C.A.: Nº SC 58/92 OF 10·12·1992

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0995-6#

Last Plan: D.P 264243

PLAN OF SUBDIVISION OF LOT 207 D.P 264243

Lengths are in metres. Reduction Ratio 1:800

Mun./Shire ~~City~~: SINGLETON

Locality: SINGLETON HEIGHTS

Parish: DARLINGTON

County: DURHAM

This is sheet 1 of my plan in 3 sheets. (Delete if inapplicable)

I, GRAHAM WALTER OBORN of G.W. OBORN (1987) PTY. LTD. a surveyor registered under the Surveyors Act, 1928, as amended, hereby certify that the survey represented in this plan is accurate and has been made in accordance with the Survey Practice Regulations*1933 and any special requirements of the Department of Lands, and was completed on the 7TH. DECEMBER, 1992.

Signature: ... Date: 8·1990

Surveyor registered under Surveyors Act, 1928, as amended. Datum Line of Azimuth. #Insert date of survey. "X" - "Y"

Plans used in preparation of survey/compilation.
D.P 264242, D.P 264243
D.P 717790, D.P 640800
D.P 617737, D.P 624410

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE JASON CLOSE & ROAD WIDENING TO THE PUBLIC AS ROAD.

IT IS INTENDED TO CREATE LOT 218 AS PUBLIC RESERVE.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919. IT IS INTENDED TO CREATE :-

1. EASEMENT TO DRAIN WATER 1·5 WIDE.
2. EASEMENT FOR ELECTRICITY PURPOSES 3·5 WIDE & VAR.
3. EASEMENT FOR UNDERGROUND MAINS 1·0 WIDE.
4. RESTRICTION AS TO USER.

EXECUTED by [illegible] LIMITED in the presence of the Attorney who is the Attorney Corporation named in the Power of Attorney Registered Book [illegible] and I have no notice of the revocation of the said Power of Attorney

Catherine Mary [illegible]
Assistant Manager [illegible]
Finance Officer

[illegible] Miller St. Nth Sydney

EXECUTED by [illegible] LIMITED in the presence of the Attorney who is the Attorney Corporation named in the Power of Attorney Registered Book [illegible] and I have no notice of the revocation of the said Power of Attorney

[illegible]
Secretary

[illegible] Miller St. Nth Sydney

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Council Clerk's Certificate

I hereby certify that

(a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*(b) the requirements of section 348 of the 1 Metropolitan Water, Sewerage and Drainage Act, 1924, as amended, †Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed SUBDIVISION (Insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. SC 58/92

Date 10. December 1992

(Signature) Council Clerk

Council File No. SA 53/92

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water, Sewerage and Drainage Board and the Hunter District Water Board.

†Delete if inapplicable.

SCHEDULE OF PERMANENT MARKS

	BEARING	DISTANCE	TYPE
PM1	251°51' 35"	4.38 & 11.535	D.H.&W'S
PM2	164°21' 10"	4.35 & 11.570	" "
PM3	164°21' 10"	4.35 & 11.555	" "
PM4	130°58'30"	4.30 & 25.125	" "

SCHEDULE OF CONNECTIONS

	BEARING	DISTANCE
(A)	357° 30'	4.55
(B)	34° 36'	5.475
(C)	141°25'35"	84.515

SCHEDULE OF CURVED BOUNDARIES

LOT	CHORD		ARC	RAD.
212	73 38'05"	12.685	13.095	15.000
213	22 15'10"	13.325	13.808	15.000
215	101 12'05"	13.23	13.702	15.000
216(b)	53 50'20"	9.46	9.667	13.500
211(b)	94 52'00"	9.46	9.667	13.500
216(a)	54 10'40"	10.68	10.919	15.000
214	151 37'30"	12.325	12.700	15.000
211(a)	107 00'45"	4.365	4.382	15.000
206	59 52'25"	17.615	17.620	291.000
(R1)	61 59'35"	4	4.000	291.001
208	145 22'15"	17.03	17.268	30.000
217	118 06'25"	19.365	21.382	14.000
210	85 23'00"	11.48	11.552	30.000
209	112 38'50"	16.775	16.999	30.000
(R2)	63 59'15"	16.15	16.154	291.000

◑ EASEMENT TO DRAIN WATER 1·5 WIDE.
△ EASEMENT FOR ELECTRICITY PURPOSES 3.5 WIDE & VAR.
◪ EASEMENT FOR UNDERGROUND MAINS 1·0 WIDE.

DIAGRAM 1
NOT TO SCALE

SURVEYOR'S REFERENCE: HUNTER VIEW (2) CHECK LIST — MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

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Req:R655434 /Doc:DP 0827411 P /Rev:05-Apr-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 3
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PLAN FORM 3

To be used in conjunction with Plan Form 2.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

'OFFICE USE ONLY

DP 827411

Registered 14-12-1992

This is sheet 2 of my plan in 3 sheets dated TTH DECEMBER 1992

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets approved by my Certificate No. SC 58192 dated 10 December 1992

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1:1250

SURVEYOR'S REFERENCE: HUNTER VIEW (2)

Plan Drawing only to appear in this space

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CHECK LIST

PLAN FORM 3 To be used in conjunction with Plan Form 2. **WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION** *OFFICE USE ONLY

DP 827411

Registered: 14·12·1992

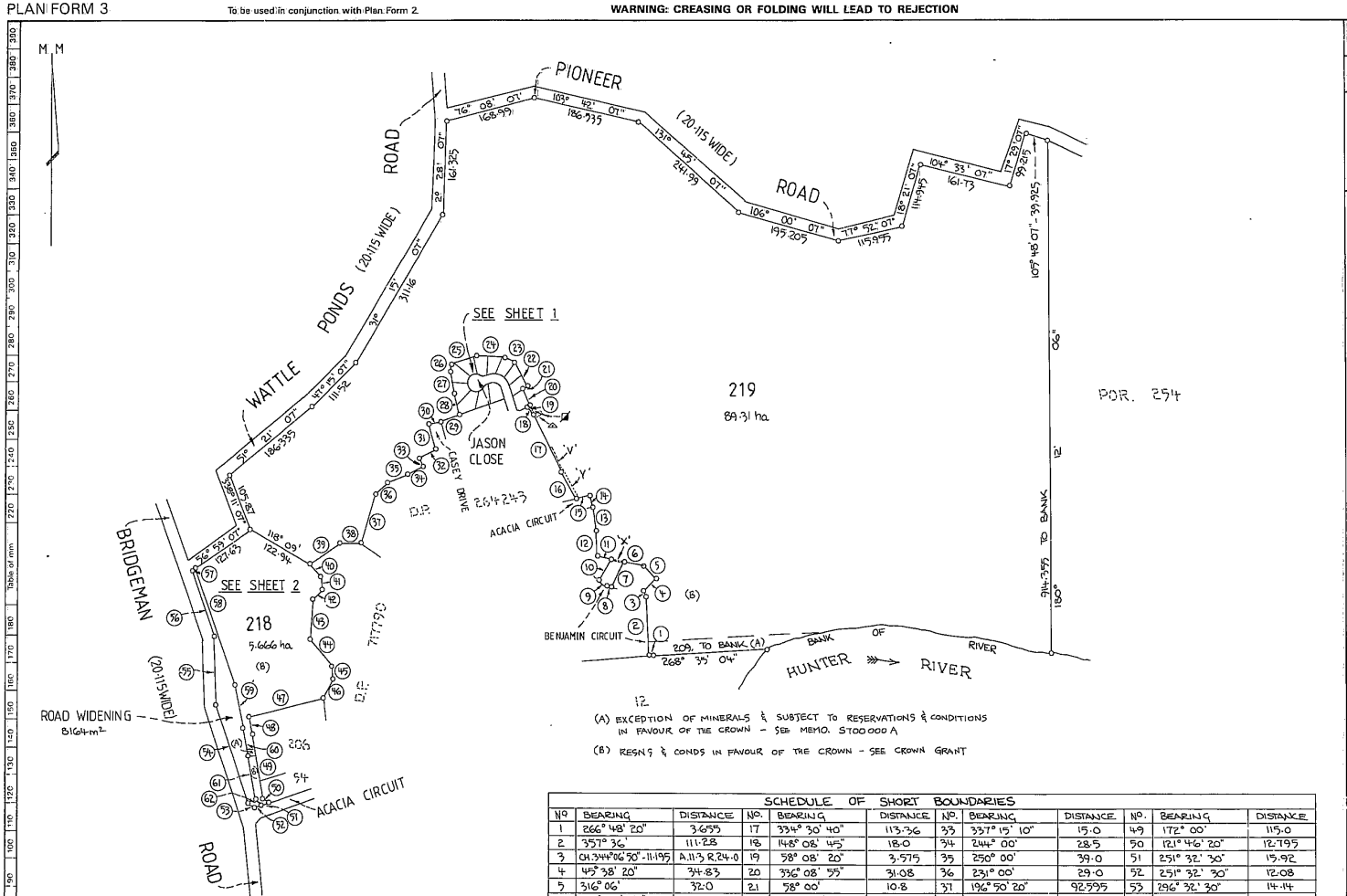
This is sheet 3 of my plan in 3 sheets dated 7TH DECEMBER, 1992

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 3 sheets covered by my Certificate No. SC 58/92 of 10 December 1992

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.



(A) EXCEPTION OF MINERALS & SUBJECT TO RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN – SEE MEMO. S700000 A

(B) RESNS & CONDS IN FAVOUR OF THE CROWN – SEE CROWN GRANT

SCHEDULE OF SHORT BOUNDARIES

Nº	BEARING	DISTANCE	Nº.	BEARING	DISTANCE	Nº.	BEARING	DISTANCE	Nº.	BEARING	DISTANCE
1	266° 48' 20"	3·655	17	334° 30' 40"	113·36	33	337° 15' 10"	15·0	49	172° 00'	115·0
2	357° 36'	111·28	18	148° 08' 45"	18·0	34	244° 00'	28·5	50	121° 46' 20"	12·795
3	CH.344°06'50"-11·195	A.11·3 R.24·0	19	58° 08' 20"	3·575	35	250° 00'	39·0	51	251° 32' 30"	15·92
4	45° 38' 20"	34·83	20	336° 08' 55"	31·08	36	231° 00'	29·0	52	251° 32' 30"	12·08
5	316° 06'	32·0	21	58° 00'	10·8	37	196° 50' 20"	92·595	53	296° 32' 30"	14·14
6	281° 26' 50"	37·0	22	332° 00'	49·2	38	266° 53'	35·215	54	341° 32' 30"	176·135
7	207° 41' 30"	49·695	23	116° 27'	17·205	39	236° 52' 30"	70·22	55	358° 40' 45"	119·53
8	267° 36'	5·5	24	272° 26' 50"	59·0	40	135° 15'	30·485	56	341° 10' 15"	130·275
9	CH.300°18'-19·99	A.21·115 R.18·5	25	251° 39'	47·5	41	176° 54'	22·275	57	56° 59' 07"	2·44
10	31° 31' 50"	45·32	26	181° 00'	10·0	42	218° 53'	29·275	58	340° 36' 50"	219·625
11	281° 26' 50"	27·0	27	172° 30'	42·2	43	185° 39'	67·99	59	344° 56' 20"	80·64
12	359° 00'	44·0	28	167° 09' 40"	38·51	44	137° 57'	62·55	60	349° 21' 20"	41·245
13	352° 33' 20"	43·525	29	71° 42' 30"	33·09	45	171° 04'	19·965	61	352° 47' 30"	82·04
14	345° 59'	21·0	30	257° 14' 40"	21·0	46	212° 23'	40·98	62	301° 46' 20"	12·795
15	255° 59'	25·0	31	CH.345°36'38"-46·195	A.462 R.810·5	47	256° 32'	135·69			
16	330° 00'	56·0	32	64° 16' 51"	36·61	48	168° 25' 10"	33·55			

△ EASEMENT FOR ELECTRICITY PURPOSES 3·5 WIDE & VAR.
EASEMENT FOR UNDERGROUND MAINS 1·0 WIDE.
'V' EASEMENT TO DRAIN WATER (No.1) 1 WIDE (D.P. 264243)
'Y' EASEMENT TO DRAIN WATER 2·5 WIDE (D.P. 264243)
'X' EASEMENT TO DRAIN WATER (No.2) 1 WIDE (D.P. 264243)

NO SURVEY LOT 219

Reduction Ratio 1: 5000

CHECK LIST

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: HUNTER VIEW (2)

	10	20	30	40	50	60	70 Table of mm	110	120	130	140

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3

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 5 of 5 Sheets

PART 2

Plan: DP827411

Subdivision of Lot 207 in Deposited Plan 264243 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 207/264243 covered by Council Clerk's Certificate No.
of

Full Names and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdale

this Restriction shall remain in force only during such time as that company is the registered proprietor of any land in the Plan.

(e) No building shall be erected or used otherwise than as a single private dwelling house unless the written consent of the Council of the Shire of Singleton is first obtained and where such consent is granted the building is erected and used in conformity with the conditions set out in such Consent.

The persons having the right to release vary or modify the Easements secondly and thirdly referred to in the abovementioned Plan is Shortland Electricity.

The persons having the right to release, vary or modify the Restriction as to User fourthly referred to in the abovementioned Plan are:

1. Rofiza Pty. Limited for such period as it is the registered proprietor of any land in the Plan or for a period of three years from the date of registration of the Plan, whichever is the later, as regards paragraphs (a), (b), (c) and (d).

2. The Council of the Shire of Singleton as regards paragraph (e).

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED by being [illegible] sealed and delivered by its Attorney Annemarie Cross Assistant Manager Securities who certifies that he is the Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 867, Book 3685, in the presence of –

Hira Brettle
C/- 116 Miller St, Nth Sydney
Finance Officer

REGISTERED 14-12-92

MC

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

PART 1

Plan: DP827411

Subdivision of Lot 207 in Deposited Plan 264243 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 207/264243 covered by Council Clerk's Certificate No. of

Full Names and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdale

4. Identity of Restriction as to User fourthly referred to in the abovementioned Plan

Restrictions as to User.

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
206-217 inclusive	206-217 inclusive

PART 2

1. Terms of Easement for Electricity purposes secondly referred to in the abovementioned Plan

Reserving to and in favour of Shortland Electricity for the purpose of enabling the supply of electricity full right and liberty:

(a) To instal and maintain a padmount substation and to lay and maintain cables and connections on or beneath the surface of that part of the land delineated in the Plan and therein referred to as "Easement for electricity purposes 3.5 wide and variable".

(b) For the purpose aforesaid for the said Shortland Electricity and/or by its authorised servants from time to time and at all reasonable times to enter into and upon the said land and to pass and repass over the same for all purposes whatsoever connected with the rights created by paragraph (a) hereof.

REGISTERED 14-12-92

MC

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

PART 2

Plan: DP827411

Subdivision of Lot 207 in Deposited Plan 264243 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 207/264243 covered by Council Clerk's Certificate No. of

Full Names and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdale

3. Terms of Restrictions as to User fourthly referred to in the abovementioned Plan

(a) No material other than new material shall be used in the construction of any building erected on any lot, and no roof of any such building shall be of any material other than tile or over cured pre-painted steel and no main building shall be erected or be permitted to remain on any such lot with external walls other than brick, stone, glass timber, asbestos cement or fibrous cement or any combination of the same provided that:

(i) Timber, asbestos cement and fibrous cement shall not be used in external walls, except as infill panels and/or gable ends in conjunction with all or any of the other materials referred to in this clause and the proportion of timber, asbestos cement and fibrous cement shall not exceed 25% thereof; and

(ii) Nothing in this covenant shall preclude or prohibit a building having an inner framework of its external walls constructed of timber or other materials with an external brick face.

(b) No main building shall be erected or permitted to remain on any lot unless it shall have an overall floor area to the external face of the building of not less than 90 square metres. The said overall floor area shall include any patio, attached garage or carport;

(c) No caravan, trailer, mobile home, transportable home, demountable dwelling, garage, shed, temporary structure or other moveable or transportable structure providing residential or accommodation facilities shall be brought onto, erected upon or remain on the lot to be used as a dwelling or residence whether temporary or otherwise by or for any person or persons until after completion of the main building.

(d) No fence shall be erected on any lot burdened to divide from any adjoining land owned by Rofiza Pty. Limited without the consent of those persons but such consent shall not be withheld if such fence is erected without expense to Rofiza Pty. Limited PROVIDED

REGISTERED 14-12-92

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2

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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 1 of 5 Sheets

PART 1

Plan: DP827411

Subdivision of Lot 207 in Deposited Plan 264243 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 207/264243 covered by Co. cil Clerk's Certificate No. of

Full Names and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdal

1. Identity fo Easement firstly referred to in the above-mentioned Plan

Easement to Drain Water 1.5 wide.

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
207 215	219 214, 216

2. Identity of Easement secondly referred to in the above-mentioned Plan

Easement for Electricity purposes 3.5 wide and variable.

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
219	Shortland Electricity

3. Identity of Easement thirdly referred to in the above-mentioned Plan

Easement for underground mains 1 wide.

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
219	Shortland Electricity

REGISTERED 14-12-92

MC

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 3 of 5 Sheets

PART 2

Plan: DP827411

Subdivision of Lot 207 in Deposited Plan 264243 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 207/264243 covered by Council Clerk's Certificate No. of

Full Names and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdale

2. Terms of Easement for underground mains thirdly referred to in the abovementioned Plan

Full and free right leave liberty and licence for the Shortland Electricity its successors and assigns, its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act on its or their behalf:

(a) To erect construct place inspect alter repair renew maintain and use of the servient tenement overhead and/or underground electricity transmission mains wires and cables and the supports therefore (including towers and poles) and other ancillary works for the transmission of electricity (the ownership of all of which works the transferor hereby acknowledges is vested in the transferee); and

(b) To cause or permit electricity to flow or to be transmitted through and along the said mains wires and cables; and

(c) With or without vehicles and plant and equipment to enter and be in the servient tenement for the purposes of exercising any right leave, liberty or licence granted hereunder; and

(d) To cut trim or lop trees branches and other growths or foliage which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which in the opinion of the transferee may or may likely to interfere with any right, leave liberty or licence granted hereunder.

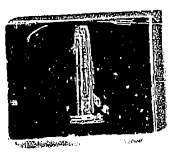
(e) To, for the purpose of gaining access to the servient tenement, with or without vehicles, plant and equipment, enter be upon traverse and depart from land adjoining the servient tenement owned by the Transferor its successors and assigns.

Janeva Chown
SECRETARY

ROFIZA PTY. LIMITED Common Seal A.C.N. 003 635 216

REGISTERED 14-12-92

MC



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PLAN FORM 2 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURE*AND SEALS ONLY.

SCHEDULE OF CURVED BOUNDARIES			
	CHORD	ARC.	RADIUS
①	147° 48' 40" - 3.345	3.35	18.5
②	115° 06' 40" - 17.09	17.766	18.5
③	158° 28' 40" - 6.56	6.579	24.0
④	81° 58' 45" - 22.82	22.856	116.50
⑤	85° 59' 20" - 7.505	7.507	133.50
⑬	171° 58' 30" - 4.71	4.721	24.0

SCHEDULE OF SHORT LINES		
	BEARING	DISTANCE
⑥	177° 36'	3.5
⑦	86° 48' 20"	3.655
⑧	267° 36'	11.495
⑨	267° 36'	11.51
⑩	101° 26' 50"	3.195
⑭	177° 36'	~~20.31~~ 20.28

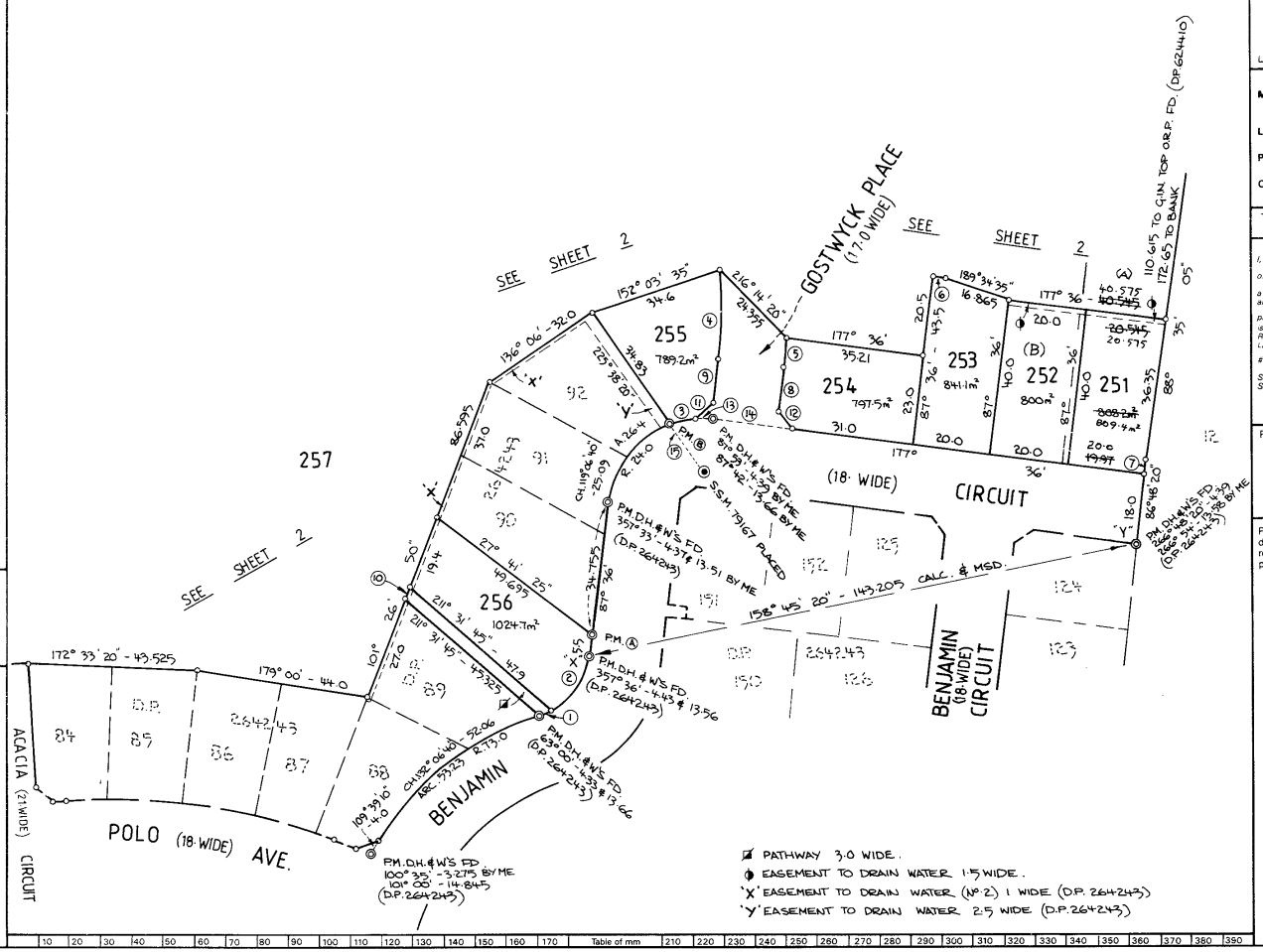
SPLAY CORNERS		
	BEARING	DISTANCE
⑪	129° 19' 25"	5.965
⑫	222° 36' 05"	5.655

SCHEDULE OF CONNECTIONS		
	BEARING	DISTANCE
⑮	44° 23'	19.185

SCHEDULE OF PERMANENT MARKS			
	BEARING	DISTANCE	TYPE
Ⓐ	355° 21'	4.445	DH.&W.
Ⓑ	45° 20' 45° 32'	4.645 14.925	DH.&W'S

(A) EXCEPTION OF MINERALS & SUBJECT TO RESERVATIONS & CONDITIONS IN FAVOUR OF CROWN - SEE MEM. S700000A

(B) RESNS. & CONDITIONS IN FAVOUR OF CROWN - SEE CROWN GRANT.



PATHWAY 3.0 WIDE.
EASEMENT TO DRAIN WATER 1.5 WIDE.
'X' EASEMENT TO DRAIN WATER (N° 2) 1 WIDE (D.P. 264243)
'Y' EASEMENT TO DRAIN WATER 2.5 WIDE (D.P. 264243)

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

SURVEYOR'S REFERENCE HUNTER VIEW ① CHECK LIST MPD

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Crown Lands Office Approval

PLAN APPROVED

Authorised Officer

Land District

Paper No.

Field Book Pages

Council Clerk's Certificate

I hereby certify that

a. the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans), and

*b. the requirements of section 34B of the 1 Metropolitan Water, Sewerage and Drainage Act, 1924, as amended / Hunter District Water, Sewerage, and Drainage Act, 1938, as amended

have been complied with by the applicant in relation to the proposed SUBDIVISION

("insert "new road", "subdivision" or "consolidated lot") set out herein

Subdivision No. SC 13/93

Date 11 May 1993

*Signature

Council Clerk

Council File No. SA 49/92

*This part of certificate to be deleted where the application is only for a consolidated lot or the opening of a new road or where the land to be subdivided is wholly outside the areas of operations of the Metropolitan Water, Sewerage and Drainage Board and the Hunter District Water Board.

Delete if inapplicable.

DP 830427

Registered: 12.5.1993

C.A: N° SC 13/93 OF 11-5-1993

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U0995 - 6-9

Last Plan: DP 827411

PLAN OF SUBDIVISION OF LOT 219 D.P. 827411

Lengths are in metres. Reduction Ratio 1: 800

Mun./Shire ~~City~~: SINGLETON

Locality: SINGLETON HEIGHTS

Parish: DARLINGTON

County: DURHAM

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

I, GRAHAM WALTER OBORN of G.W. OBORN (1985) PTY. LTD. a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is OF SUBDIVISION is accurate and has been made in accordance with the Survey Practice Regulation, 1990 and any special requirements of the Department of Lands, and was completed on 23RD APRIL 1993

Signature

Surveyor Registered under Surveyors Act, 1929, as amended. Datum Line of Azimuth: "X" - "Y"

#Insert date of survey.

Plans used in preparation of survey/compilation.
D.P. 264243, D.P. 827411
D.P. 624410

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE THE PATHWAY TO THE PUBLIC.

IT IS INTENDED TO DEDICATE GOSTWYCK PLACE TO THE PUBLIC AS ROAD.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919. IT IS INTENDED TO CREATE :-

1. EASEMENT TO DRAIN WATER 1.5 WIDE.
2. RESTRICTION AS TO USER.

PLAN AMENDED IN LTO AT SURVEYOR'S REQUEST

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 17th May 1993

10 20 30 40 50 60 70 Table of mm 110 120 130 140

Req:R655438 /Doc:DP 0830427 P /Rev:15-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 2
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PLAN FORM 3 — To be used in conjunction with Plan Form 2 — WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION — *OFFICE USE ONLY

DP 830427

Registered: 12.5.1993

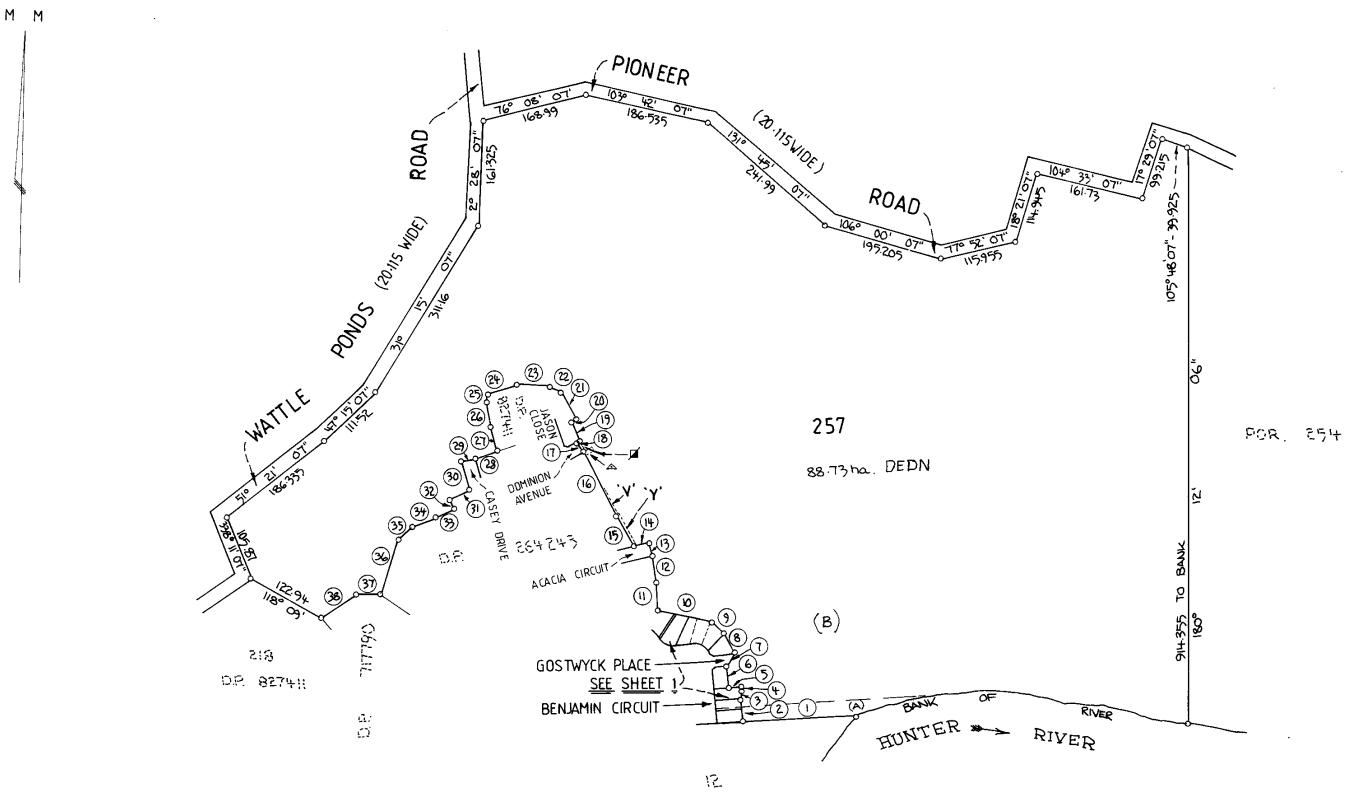
This is sheet 2 of my plan in 2 sheets dated 23RD APRIL, 1993

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. SC 15193 of 11 May 1993

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.



(A) EXCEPTION OF MINERALS & SUBJECT RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN - SEE MEM. S 700000 A.

(B) RESNS & CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT.

SCHEDULE OF SHORT BOUNDARIES

NO	BEARING	DISTANCE	NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
1	268° 35' 04"	172.65	14	259° 59'	25.0	27	167° 09' 40"	38.51
2	177° 36'	40.545	15	330° 00'	56.0	28	71° 42' 30"	33.09
3	189° 34' 35"	16.865	16	334° 30' 40"	113.36	29	257° 14' 40"	21.0
4	177° 36'	3.5	17	148° 08' 45"	18.0	30	CH. 345° 36' 38" - 46.195	A 462 R 810.5
5	87° 36'	20.5	18	58° 08' 20"	3.575	31	64° 16' 51" -	36.61
6	177° 36'	35.21	19	336° 08' 59"	31.08	32	335° 15' 10"	15.0
7	216° 14' 20"	24.355	20	58° 00'	10.8	33	244° 00'	28.5
8	152° 03' 35"	34.6	21	332° 00'	49.2	34	250° 00'	33.0
9	136° 06'	32.0	22	116° 27'	17.205	35	231° 00'	29.0
10	101° 26' 50"	86.595	23	272° 26' 50"	59.0	36	196° 50' 20"	92.595
11	359° 00'	44.0	24	251° 39'	47.5	37	266° 53'	35.215
12	352° 33' 20"	43.525	25	181° 00'	10.0	38	236° 52' 30"	70.22
13	345° 59'	21.0	26	172° 30'	42.2			

⚠ EASEMENT FOR ELECTRICITY PURPOSES 3.5 WIDE & VAR. (D.P. 827411)
◪ EASEMENT FOR UNDERGROUND MAINS 1.0 WIDE (D.P. 827411)
'V' EASEMENT TO DRAIN WATER (No.1) 1 WIDE (DP.264243)
'Y' EASEMENT TO DRAIN WATER 2.5 WIDE (DP.264243)

NO SURVEY LOT 257

Reduction Ratio 1: 5000

CHECK LIST

Plan Drawing only to appear in this space — SURVEYOR'S REFERENCE: HOLSTER VIEW (1)

2

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 17th May 1993

Req:R655438 /Doc:DP 0830427 P /Rev:15-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 2
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

PART 1

Plan

DP 830427

Subdivision of Lot 219 in Deposited Plan 827411 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 219/827411 covered by Council Clerk's Certificate No. SC13/93 of 11.5.1993

Full Names and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 472 Princes Highway, Rockdale

1. Identity of Easement firstly referred to in the above-mentioned Plan

Easement to Drain Water **1.5** wide

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
252	253
251	252, 253

2. Identity of Restriction as to User secondly referred to in the abovementioned Plan

Restriction as to User

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
Every Lot	Every other Lot

PART 2

1. Terms of Restriction as to User secondly referred to in the abovementioned Plan

(a) No material other than new material shall be used in the construction of any building erected on any lot, and no roof of any such building shall be of any material other than tile or over cured pre-painted steel and no main building shall be erected or be permitted to remain on any such lot with external walls other than brick, rendered concrete, stone, glass, timber, asbestos cement or fibrous cement or any combination of the same provided that:

REGISTERED 12.5.1993

MC

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

PART 2

Plan

DP830427

Subdivision of Lot 219 in Deposited Plan 827411 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 219/827411 covered by Council Clerk's Certificate No. SC 13/93 of 11.5.1993

Full Names and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 472 Princes Highway, Rockdale

(i) Timber, asbestos cement and fibrous cement shall not be used in external walls, except as infill panels and/or gable ends in conjunction with all or any of the other naterials referred to in this clause and the proportion of timber, asbestos cement and fibrous cement shall not exceed 25% thereof; and

(ii) Nothing in this covenant shall preclude or prohibit a building having an inner framework of its external walls constructed of timber or other materials with an external brick face.

(b) No main building shall be erected or permitted to remain on any lot unless it shall have an overall floor area to the external face of the building of not less than 90 square metres. The said overall floor area shall include any patio, attached garage or carport;

(c) No caravan, trailer, mobile home, transportable home, demountable dwelling, garage, shed, temporary structure or other moveable or transportable structure providing residential or accommodation facilities shall be brought onto, erected upon or remain on the lot to be used as a dwelling or residence whether temporary or otherwise by or for any person or persons until after completion of the main building.

(d) No fence shall be erected on any lot burdened to divide from any adjoining land owned by Rofiza Pty. Limited without the consent of those persons but such consent shall not be withheld if such fence is erected without expense to Rofiza Pty. Limited PROVIDED this Restriction shall remain in force only during such time as that company is the registered proprietor of any land in the Plan

(e) No building shall be erected or used otherwise than as a single private dwelling house unless the written consent of the Council of the Shire of Singleton is first obtained and where such consent is granted the building is erected and used in conformity with the conditions set out in such Consent.

(f) The registered proprietor of any lot burdened having a common boundary with Portion 12 shall prior to the occupation of any residential dwelling construct a 1500mm high timber paling or colorbond fence along the common boundary with the aforesaid Portion 12.

REGISTERED 12.5.1993

MC

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 17th May 1993

Reg:R655446 /Doc:DP 0830427 B /Rev:15-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 3 of 3 Sheets

PART 2

Plan

DP830427

Subdivision of Lot 219 in Deposited Plan 827411 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 219/827411 covered by Council Clerk's Certificate No. SC 13/93 of 11.5.1993

Full Names and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 472 Princes Highway, Rockdale

The persons having the right to release, vary or modify the Restrictions as to User secondly referred to in the abovementioned Plan is Rofiza Pty. Limited for such period as it is the registered proprietor of any land in the Plan or for a period of three years from the date of registration of the Plan, whichever is the later.

DIRECTOR

ROFIZA PTY. LIMITED Common Seal A.C.N. 065 [illegible]

Secretary

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED by being signed sealed and delivered by its Attorney MICHAEL WILLIAMS MANAGER SECURITIES (who certifies that he is the in the New South Wales Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 867, Book 3685, in the presence of:-

Donna Maree Collins
C/- 116 Miller St, Nth Sydney
Finance Officer

REGISTERED 12.5.1993

MC

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day. 17th May 1993

2

Req:R655446 /Doc:DP 0830427 B /Rev:15-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

PLAN FORM 2 — Plan Drawing only to appear in this space — *OFFICE USE ONLY

SIGNATURE AND SEALS ONLY

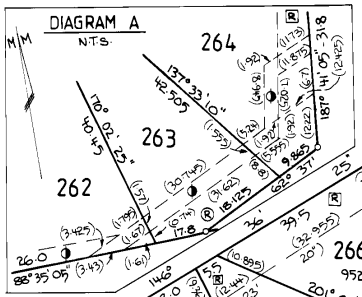
SCHEDULE OF CURVED BOUNDARIES			
	CHORD	ARC	RADIUS
1	71°52'55" - 18.19	18.21	116.50
2	66°34'50" - 2.705	2.705	94.0
3	58°58'50" - 22.18	22.235	94.0
4	125°40'50" - 4.845	4.87	13.5
5	107°04'10" - 3.885	3.90	13.5
6	149°19'10" - 20.84	23.81	13.5
7	71°17'45" - 21.115	24.245	13.5
8	147°59'45" - 11.515	11.895	13.5
9	154°37'50" - 8.615	8.77	13.5
10	153°22'45" - 10.145	10.30	17.0
11	10°07'05" - 11.28	11.50	17.0
12	39°56'15" - 6.16	6.195	17.0
13	51°26'40" - 4.135	4.135	111.0
14	155°43'20" - 14.245	14.30	48.0
15	177°22'15" - 21.78	21.97	48.0
16	139°32' - 13.98	16.005	9.0
17	61°45'20" - 12.185	12.645	13.5
18	61°45'20" - 12.185	12.645	13.5
19	106°58'10" - 8.515	8.665	13.5
20	134°33'25" - 4.315	4.335	13.5
21	176°32'15" - 14.62	15.445	13.5
22	26°11'05" - 3.50	3.50	32.0
23	4°31'10" - 2.034	20.70	32.0
24	156°35'15" - 10.455	10.50	32.0
25	66°09'25" - 4.83	4.83	111.0
26	71°26'55" - 18.83	18.845	133.5
27	79°56'05" - 20.685	20.705	133.5
46	85°59'20" - 7.505	7.507	133.5
47	81°58'45" - 22.82	22.856	116.5
48	158°28'40" - 6.56	6.579	24.0

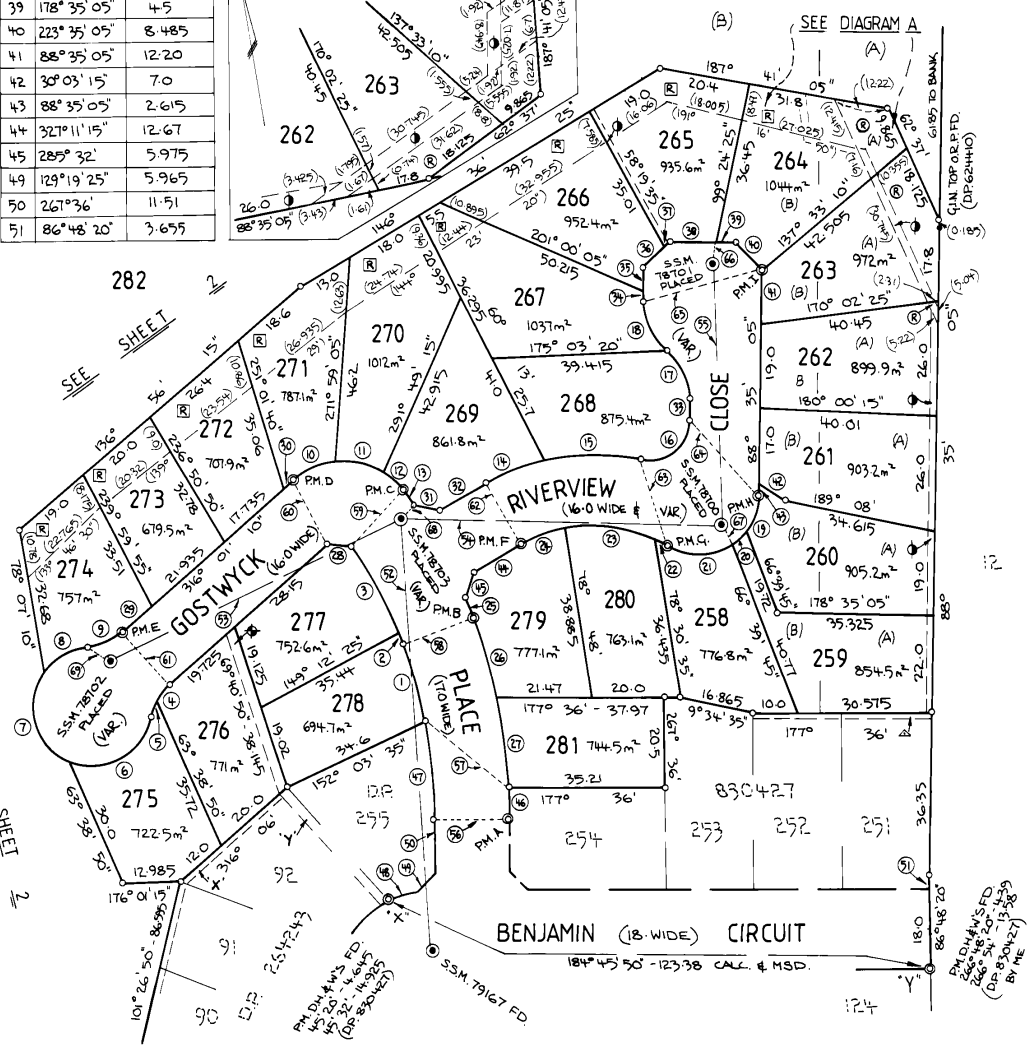
SHORT BOUNDARIES		
	BEARING	DISTANCE
28	3°30'05"	5.405
29	316°01'10"	8.835
30	316°01'10"	3.30
31	190°21'45"	5.835
32	327°11'15"	12.245
33	268°35'05"	4.90
34	88°35'05"	2.40
35	88°35'05"	5.10
36	133°35'05"	6.685
37	133°35'05"	1.80
38	178°35'05"	10.5
39	178°35'05"	4.5
40	223°35'05"	8.485
41	88°35'05"	12.20
42	30°03'15"	7.0
43	88°35'05"	2.615
44	327°11'15"	12.67
45	285°32'	5.975
49	129°19'25"	5.965
50	261°36'	11.51
51	86°48'20"	3.655

SCHEDULE OF PERMANENT MARKS			
	BEARING	DISTANCE	TYPE
(A)	177°36'10"	4.37 & 12.49	D.H. & W'S
(B)	157°24'10"	4.32 & 12.475	" "
(C)	130°24'30"	4.545 & 12.765	" "
(D)	59°49'	4.525 & 11.875	" "
(E)	46°01'10"	4.305 & 11.525	" "
(F)	237°11'10"	4.425 & 11.57	" "
(G)	250°14'	6.70 & 15.79	" "
(H)	224°45'10"	6.35 & 17.52	" "
(I)	163°03'40"	6.67 & 23.29	" "

SCHEDULE OF CONNECTIONS					
	BEARING	DISTANCE		BEARING	DISTANCE
52	262°56'10"	97.915	61	46°01'10"	16.0
53	151°31'10"	72.63	62	237°11'10"	16.0
54	359°16'15"	72.705	63	250°14'	20.505
55	269°35'40"	59.615	64	224°45'10"	23.10
56	177°36'10"	17.0	65	163°03'40"	28.02
57	216°14'20"	24.355	66	100°02'	4.79
58	157°24'10"	17.0	67	233°47'	4.47
59	130°24'30"	17.31	68	132°43'	4.48
60	59°49'	16.475	69	27°02'	6.35

DIAGRAM A N.T.S.





R RESTRICTION AS TO USER & POSITIVE COVENANT.
Ⓡ RESTRICTION AS TO USER & POSITIVE COVENANT.
EASEMENT TO DRAIN WATER 2.5 WIDE.
EASEMENT TO DRAIN WATER 1.5 WIDE.
EASEMENT TO DRAIN WATER 1.5 WIDE (D.P. 830427)
'Y' EASEMENT TO DRAIN WATER 2.5 WIDE (D.P. 264243)
'X' EASEMENT TO DRAIN WATER (No 2) 1 WIDE (D.P. 264243)

Crown Lands Office Approval

Council Clerk's Certificate

SUBDIVISION
SC 20/93
16 June 1993
SA 49/92

SURVEYOR'S REFERENCE HUNTER VIEW (3) CHECK LIST

DP 831355

Registered: 21.6.1993
C.A: No SC 20/93 OF 16-6-1993
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: U0995 -6#, 9#
Last Plan: DP 830427

PLAN OF SUBDIVISION OF LOT 257 D.P. 830427

Lengths are in metres. Reduction Ratio 1: 800

Mun./Shire/City: SINGLETON
Locality: SINGLETON HEIGHTS
Parish: DARLINGTON
County: DURHAM

This is sheet 1 of my plan in 2 sheets. (Delete if inapplicable)

I, GRAHAM WALTER OBORN
of G.W. OBORN (1985) PTY. LTD.
a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is OF SUBDIVISION is accurate and has been made in accordance with the Survey Practice Regulation, 1990 and any special requirements of the Department of Lands, and was completed on 28TH MAY 1993
Signature
Surveyor registered under Surveyors Act, 1929, as amended.
Datum Line of Azimuth. "X" - "Y"
#Insert date of survey.

Plans used in preparation of survey/compilation.
D.P. 264243, D.P. 827411, D.P. 830427

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

IT IS INTENDED TO DEDICATE GOSTWYCK PLACE & RIVERVIEW CLOSE TO THE PUBLIC AS ROAD.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919.
IT IS INTENDED TO CREATE :-

1. EASEMENT TO DRAIN WATER 2.5 WIDE.
2. EASEMENT TO DRAIN WATER 1.5 WIDE.
3. RESTRICTION AS TO USER & POSITIVE COVENANT.
4. RESTRICTION AS TO USER & POSITIVE COVENANT
5. RESTRICTION AS TO USER.
6. RESTRICTION AS TO USER.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Y025A2A

Req:R655437 /Doc:DP 0831355 P /Rev:24-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 2
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PLAN FORM 3 | To be used in conjunction with Plan Form 2 | WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION | *OFFICE USE ONLY

DP 831355

Registered: 21.6.1993

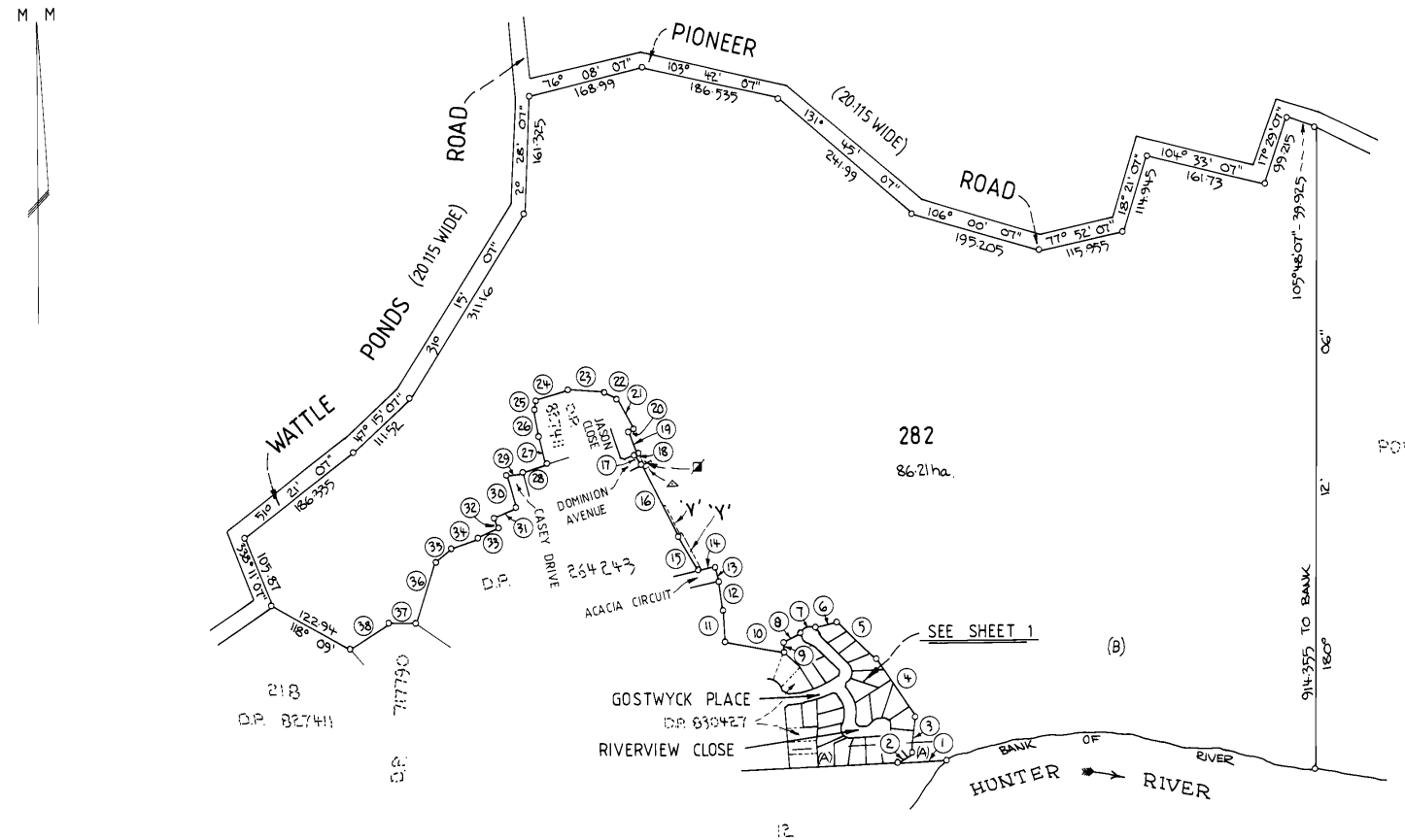
This is sheet 2 of my plan in 2 sheets dated 28TH MAY, 1993

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 2 sheets covered by my Certificate No. SC 20/93 of 16 June 1993

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.



SCHEDULE OF SHORT BOUNDARIES								
NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE	NO.	BEARING	DISTANCE
1	88° 35' 05"	61.85	14	255° 59'	25.0	27	167° 09' 40"	38.51
2	62° 37'	27.99	15	330° 00'	56.0	28	71° 42' 30"	33.09
3	187° 41' 05"	52.20	16	334° 30' 40"	113.36	29	257° 14' 40"	21.0
4	146° 36' 25"	95.0	17	148° 08' 45"	18.0	30	345°36'38"-46.195	A.462.8 R.810.5
5	136° 36' 15"	84.0	18	58° 08' 30"	3.575	31	64° 16' 51"	36.61
6	78° 07' 10"	32.68	19	336° 08' 55"	31.08	32	351° 15' 10"	15.0
7	71°17'45" - 21.115	A.24.245 R.13.5	20	58° 00'	10.8	33	244° 00'	28.5
8	63° 38' 50"	30.0	21	332° 00'	49.2	34	250° 00'	39.0
9	176° 01' 15"	12.985	22	116° 27'	17.205	35	231° 00'	29.0
10	101° 26' 30"	86.595	23	272° 26' 30"	59.0	36	196° 50' 20"	92.595
11	359° 00'	44.0	24	251° 39'	47.5	37	266° 53'	35.215
12	352° 33' 20"	43.525	25	181° 00'	10.0	38	236° 52' 30"	70.22
13	345° 59'	21.0	26	172° 30'	42.2			

(A) EX. MINERALS & SUBJECT TO RESN AND CONDNS IN FAVOUR OF THE CROWN — SEE MEM 7000000A
(B) RESNS AND CONDNS IN FAVOUR OF THE CROWN — SEE CROWN GRANT
△ EASEMENT FOR ELECTRICITY PURPOSES 3.5 WIDE & VAR. (D.P. 827411)
◪ EASEMENT FOR UNDERGROUND MAINS 1.0 WIDE (D.P. 827411)
'V' EASEMENT TO DRAIN WATER (No.1) 1 WIDE (D.P. 264243)
'Y' EASEMENT TO DRAIN WATER 2.5 WIDE (D.P. 264243)

NO SURVEY LOT 282

Reduction Ratio 1: 5000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE: HUNTER VIEW (3)

CHECK LIST

Req:R655437 /Doc:DP 0831355 P /Rev:24-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 2
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Req:R655459 /Doc:DP 0831355 B /Rev:24-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER & POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres — Sheet 1 of 5 Sheets

PART 1

Plan **DP 831355** — Subdivision of Lot 257 in Deposited Plan 830427 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 257/830427 covered by Council Clerk's Certificate No. of

Full Name and Address of Proprietor of the land: — ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdale

1. Identity of Easement firstly referred to in the above-mentioned Plan — Easement to Drain Water 2.5 wide

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
276	Lot 92 D.P. 264243

2. Identity of Easement secondly referred to in the above-mentioned Plan — Easement to Drain Water 1.5 wide

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
259	251 in DP 830427
260	259, 251 in DP 830427
261	260,259, 251 in DP 830427
262	261,260,259, 251 in DP 830427
263	262,261,260,259,251 in DP 830427
264	263,262,261,260,259,251 in DP 830427
265	Riverview Close

3. Identity of Restriction as to User thirdly referred to in the abovementioned Plan — Restriction as to User and Positive Covenant

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
262	Singleton Shire Council
263	Singleton Shire Council
264	SIngleton Shire Council

REGISTERED 21.6.1993

Req:R655459 /Doc:DP 0831355 B /Rev:24-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Plan **DP 831355**

Subdivision of Lot 257 in Deposited Plan 830427 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 257/830427 covered by Council Clerk's Certificate No. of

Full Name and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdale

PART 1

4. Identity of Restriction as to User fourthly referred to in the abovementioned Plan

Restriction as to User and Positive Covenant

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
264	Singleton Shire Council
265	Singleton Shire Council
266	Singleton Shire Council
267	Singleton Shire Council
270	Singleton Shire Council
271	Singleton Shire Council
272	Singleton Shire Council
273	Singleton Shire Council
274	Singleton Shire Council

5. Identity of Restriction as to User fifthly referred to in the abovementioned Plan

Restriction as to User

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
Every Lot	Every other lot

6. Identity of Restriction as to User sixthly referred to in the abovementioned Plan

Restriction as to User

Schedule of Lots etc., Affected

Lots Burdened	Lots, Name of Road or Authority benefited
259	Singleton Shire Council
260	Singleton Shire Council
261	Singleton Shire Council
262	Singleton Shire Council
263	Singleton Shire Council

REGISTERED 21.6.1993

NC

Req:R655459 /Doc:DP 0831355 B /Rev:24-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:3 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Pla DP831355

Subdivision of Lot 257 in Deposited Plan 830427 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 257/830427 covered by Council Clerk's Certificate No.
of

Full Name and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdale

PART 2

1. Terms of Restriction as to User and Positive Covenant thirdly referred to in the abovementioned Plan

(a) No structure shall be erected within the area of the land burdened;

(b) No trees or shrubs shall be removed from the area of land burdened without the consent of the Council of the Shire of Singleton;

(c) The registered proprietor of each lot burdened shall keep the area of land burdened in their lot free of weeds;

(d) No soil shall be removed or earthworks undertaken within the area of land burdened without the consent of the Council of the Shire of Singleton;

(e) The registered proprietor of each lot burdened shall maintain the area of land burdened in their lot as a tree and vegetation zone only;

(f) No fence shall be erected within the area of land burdened without the consent of the Council of the Shire of Singleton;

and without a Permit first being obtained from the Department of Water Resources.

2. Terms of Restriction as to User and Positive Covenant fourthly referred to in the abovementioned Plan

(a) No structure shall be erected within the area of the land burdened;

(b) The registered proprietor of each lot burdened shall keep the area of land burdened in their lot free of weeds;

(c) No retaining wall situate on the land burdened shall be removed and the registered proprietor of each lot burdened shall keep and maintain the said retaining wall in good order and repair;

(d) No soil shall be removed or earthworks undertaken within the area of land burdened without the consent of the Council of the Shire of Singleton;

(e) The registered proprietor of each lot burdened shall maintain the area of land burdened in their lot as a tree and vegetation zone only;

REGISTERED 21.6.1993

Req:R655459 /Doc:DP 0831355 B /Rev:24-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:4 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Sheet 4 of 5 Sheets

Plan DP831355

Subdivision of Lot 257 in Deposited Plan 830427 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 257/ 830427 covered by Council Clerk's Certificate No. of

Full Name and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdale

PART 2

3. Terms of Restriction as to User fifthly referred to in the abovementioned Plan

(a) No material other than new material shall be used in the construction of any building erected on any lot, and no roof of any such building shall be of any material other than tile or over cured pre-painted steel and no main building shall be erected or be permitted to remain on any such lot with external walls other than brick, rendered concrete, stone, glass, timber, asbestos cement or fibrous cement or any combination of the same provided that:

(i) Timber, asbestos cement and fibrous cement shall not be used in external walls, except as infill panels and/or gable ends in conjunction with all or any of the other materials referred to in this clause and the proportion of timber, asbestos cement and fibrous cement shall not exceed 25% thereof; and

(ii) Nothing in this covenant shall preclude or prohibit a building having an inner framework of its external walls constructed of timber or other materials with an external brick face.

(b) No main building shall be erected or permitted to remain on any lot unless it shall have an overall floor area to the external face of the building of not less than 90 square metres. The said overall floor area shall include any patio, attached garage or carport;

(c) No caravan, trailer, mobile home, transportable home, demountable dwelling, garage, shed, temporary structure or other moveable or transportable structure providing residential or accommodation facilities shall be brought onto, erected upon or remain on the lot to be used as a dwelling or residence whether temporary or otherwise by or for any person or persons until after completion of the main building.

(d) No fence shall be erected on any lot burdened to divide from any adjoining land owned by Rofiza Pty. limited without the consent of those persons but such consent shall not be withheld if such fence is erected wihtout expense to Rofiza Pty. Limited PROVIDED this Restriction shall remain in force only during such time as that company is the registered proprietor of any land in the Plan.

(e) No building shall be erected or used otherwise than as a single private dwelling house unless the written consent of the Council of the Shire of Singleton is first obtained and where such consent is granted the building is erected and used in conformity with the conditions set out in such Consent.

REGISTERED 21.6.1993

Req:R655459 /Doc:DP 0831355 B /Rev:24-Jun-1993 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:5 of 5
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INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AS TO USER AND POSITIVE COVENANT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

Lengths are in metres

Plan DP831355

Subdivision of Lot 257 in Deposited Plan 830427 in the Parish of Darlington being the land comprised in Certificate of Title Identifier 257/830427 covered by Council Clerk's Certificate No. of

Full Name and Address of Proprietor of the land:

ROFIZA PTY. LIMITED
A company incorporated and having its registered office at 572 Princes Highway, Rockdale

PART 2

4. Terms of Restriction as to User sixthly referred to in the abovementioned Plan

The registered proprietor of each lot burdened shall prior to the occupation of any residential dwelling, construct along the rear boundary of the lot burdened a retaining wall, the type and style of which is to be approved by Singleton Shire Council, TOGETHER WITH a 1500mm high timber paling or colorbond fence erected upon the said retaining wall.

The persons having the right to release, vary or modify the Restriction as to User and Positive Covenant thirdly referred to in the abovementioned Plan are the Council of the Shire of Singleton and the Department of Water Resources.

The persons having the right to release, vary or modify the Restriction as to User and Positive Covenant fourthly referred to in the abovementioned Plan is the Council of the Shire of Singleton.

The persons having the right to release, vary or modify the Restriction as to User fifthly referred to in the abovementioned Plan are:

1. Rofiza Pty. Limited for such period as it is the registered proprietor of any land in the Plan or for a period of three years from the date of registration of the plan, whichever is the later, as regards paragraphs (a), (b), (c) and (d).
2. The Council of the Shire of Singleton as regards Paragraph (e).

The persons having the right to release, vary or modify the Restriction as to User sixthly referred to in the abovementioned Plan is the Council of the Shire of Singleton.

ROFIZA PTY. LIMITED Common Seal

Janene Chown Secretary

DIRECTOR.

EXECUTED BY ESANDA FINANCE CORPORATION LIMITED by being sealed and delivered by its Attorney [illegible] (who certifies that he is the MANAGER in the New South Wales Division of Esanda Finance Corporation Limited) pursuant to Power of Attorney registered No. 867, Book 3685, in the presence of –

Donna Maree Collins
C/- 116 Miller St, Nth Sydney
Finance Officer

REGISTERED 21.6.1993

HC

PLAN FORM 2A (APPROVED FORM 4)

Plan Drawing only to appear in this space

DP1033130

Registered: 10.9.2001

CA: SEE CERTIFICATE

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map: U 0995-6# ,9#

Last Plan: DP 841814

PLAN OF SUBDIVISION OF LOT 293 D.P.841814

Lengths are in metres. Reduction Ratio 1:2500

LGA: SINGLETON

Locality: SINGLETON HEIGHTS

Parish: DARLINGTON

County: DURHAM

This is sheet 1 of my plan in 2 sheets.
(Delete if inapplicable)

Surveyors Practice Regulation 1996

I, DAVID IAN TURNER

of Asquith & deWitt DX12610 CHARLESTOWN

a surveyor registered under the Surveyors Act, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 24-07-01

The survey relates to LOTS 2931-2934

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

Datum Line: 'X'–'Y' (M.G.A)

Zone: Suburban/Country

(Signature)

Surveyor registered under the Surveyors Act 1929

Plans used in preparation of survey/compilation.

D.P.841814 D.P.617737
D.P.624410 D.P.506420
D.P.1011447

PANEL FOR USE ONLY for 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, AS AMENDED, IT IS INTENDED TO CREATE:-

(1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(2) EASEMENT FOR SERVICES VARIABLE WIDTH

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.

ROFIZA PTY. LIMITED Common Seal A.C.N. 002 605 219

SOLE DIRECTOR

Mortgagee under Mortgage No. Z 184425
Signed at Sydney this 14TH day of AUGUST 2001 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3834

Manager

Witness/Bank Officer Kylie GRIFFITH
255 George Street, Sydney NSW

Crown Lands Office Approval

PLAN APPROVED
Authorised Officer

Land District
Paper No.
Field Book pages

Subdivision Certificate

I certify that 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")

Mark Dalen
* Authorised Person/General Manager / Accredited Certifier

Council Authority: SINGLETON COUNCIL

Date of endorsement 1 AUGUST 2001

Accreditation no -

Subdivision Certificate no SC 23/2001

File no: SA 7/2001

Note:
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General

* Delete whichever is inapplicable.

SURVEYORS REFERENCE: 11628 CHECKLIST

DIAGRAM
SCALE 1:1500

"Y" P.M.79001 FD (ESTABLISHED)
"X" P.M.79002 FD (ESTABLISHED)
PIONEER ROAD 113°02'40" (20.115 WIDE)
OLD P&W FENCE
REMAINS OLD POST & WIRE FENCE
M.G.A. GROUND & SURVEY
M.G.A NORTH
SEE DIAGRAM

2934 14.96Ha
2933 6.204Ha
2932 7.644Ha
2931 10.904Ha (OFFSET AREA = 1.015Ha)
434 D.P.1011447
294 D.P.841814
1 D.P.506420

R.M.G.I.P FD 295°58'30"-1.8 (D.P.617737)
R.M.G.I.P FD 28°07'30"-2.425 (D.P.624410)
R.M.G.I.P 25°29'30"-1.01
R.M.G.I.P FD 295°13'30"-3.74 (D.P.841814)
R.M.G.I.P 343°59'30"-0.98
R.M.G.I.P FD 328°43'30"-13.3 (D.P.841814)
R.M.G.I.P FD 182°44'20"-29.525 (D.P.841814)
R.M.G.I.P FD 315°08'30"-4.895 (D.P.841814)
R.M.G.I.P 55°41'30"-0.79
R.M.G.I.P 128°39'-2.01
R.M.G.I.P 198°46'-1.0
R.M.G.I.P 5°09'30"-0.86
R.M.G.I.P 39°13'30"-0.99
R.M.G.I.P 188°41'45"-1.01
R.M.G.I.P 95°06'30"-1.02
R.M.G.I.P FD 83°41'30"-0.95
R.M.G.I.P FD 8°41'30"-0.5 (D.P.624410)
R.M.G.I.P FD 175°04'30"-0.5 (D.P.624410)
R.M.G.I.P FD 295°58'30"-1.8 (D.P.617737)
R.M.G.I.P FD 28°07'30"-2.425 (D.P.624410)
R.M.G.I.P 351°22'30"-2.5
R.M.G.I.P FD 298°28'30"-1.825 (D.P.841814)
R.M.GONE R.M.G.I.P 22°48'30"-4.825
G.I.N TOP R.F.P R.M.G.I.P 156°12'30"-1.01
S.S.M.80922 FD (ESTABLISHED)
S.S.M.93972 FD (NOT ESTABLISHED)
S.S.M.101137 FD (NOT ESTABLISHED)

271°45'20"-114.339
272°50'48"-85.33
264°48'30"-84.89
286°32'05"-345.77
* 38°41'50" 523.773 SURVEY
* 38°41'46" 523.741 M.G.A GROUND

ARC TABLE

Line	Chord Bearing	Chord Distance	Arc	Radius
35	100°59'45"	5.745	5.745	75
36	269°47'	37.095	37.435	80
38	219°33'10"	71.925	77.125	60
39	172°22'45"	23.71	23.84	66
40	130°04'45"	12.285	12.295	89.5
41	188°53'05"	0.14	0.14	190.5
42	185°30'55"	15.995	16.005	136.895

SHORT LINE TABLE

Line	Bearing	Distance
1	42°29'30"	19
2	25°29'30"	35
3	295°29'30"	5
4	74°29'30"	29
5	280°01'20"	4
6	8°41'40"	11.045
7	329°44'30"	30.655
8	305°58'50"	32.915
9	357°41'20"	30.365
10	325°03'40"	26.47
11	198°48'40"	20.43
12	126°08'35"	9.35
13	134°00'50"	8.195
14	150°01'05"	15.275
15	71°45'30"	54.465
16	340°56'45"	26.905
17	85°00'25"	18.555
18	70°56'45"	31.5
19	105°38'	22.32
20	182°43'40"	15.72
22	159°35'40"	20.465
23	146°22'45"	16.725
24	193°02'05"	3
25	171°21'50"	25.435
26	188°41'40"	58.09
27	171°21'50"	29.13
28	139°39'05"	25.62
29	127°34'20"	24.61
30	68°11'30"	17.73
31	8°41'40"	143.41
32	281°12'40"	12
33	46°45'30"	21.82
34	286°42'40"	17
43	8°41'40"	190.455
44	8°48'05"	9

COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999951

SURVEY PRACTICE REGULATION 1996: CLAUSE 32 (2)

MARK	M.G.A. CO-ORDINATES EASTING	NORTHING	ZONE	CLASS	ORDER
P.M.79001	328 886.455	6 398 493.180	56	B	2
P.M.79002	329 117.488	6 398 206.415	56	A	1
S.S.M.80922	328 790.062	6 397 797.664	56	B	2
SOURCE	SURVEYOR GENERALS DEPARTMENT 13TH JULY 2001				

SEE SHEET TWO FOR EASEMENT DETAILS

* PLAN AMENDED IN LPI/NSW VIDE 2004/1161 19.7.2004

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R655439 /Doc:DP 1033130 P /Rev:20-Jul-2004 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 2
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PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1033130

Registered: 10.9.2001

This is sheet 2 of my plan 2 sheets dated 24-07-01

Surveyor registered under the Surveyors Act 1929

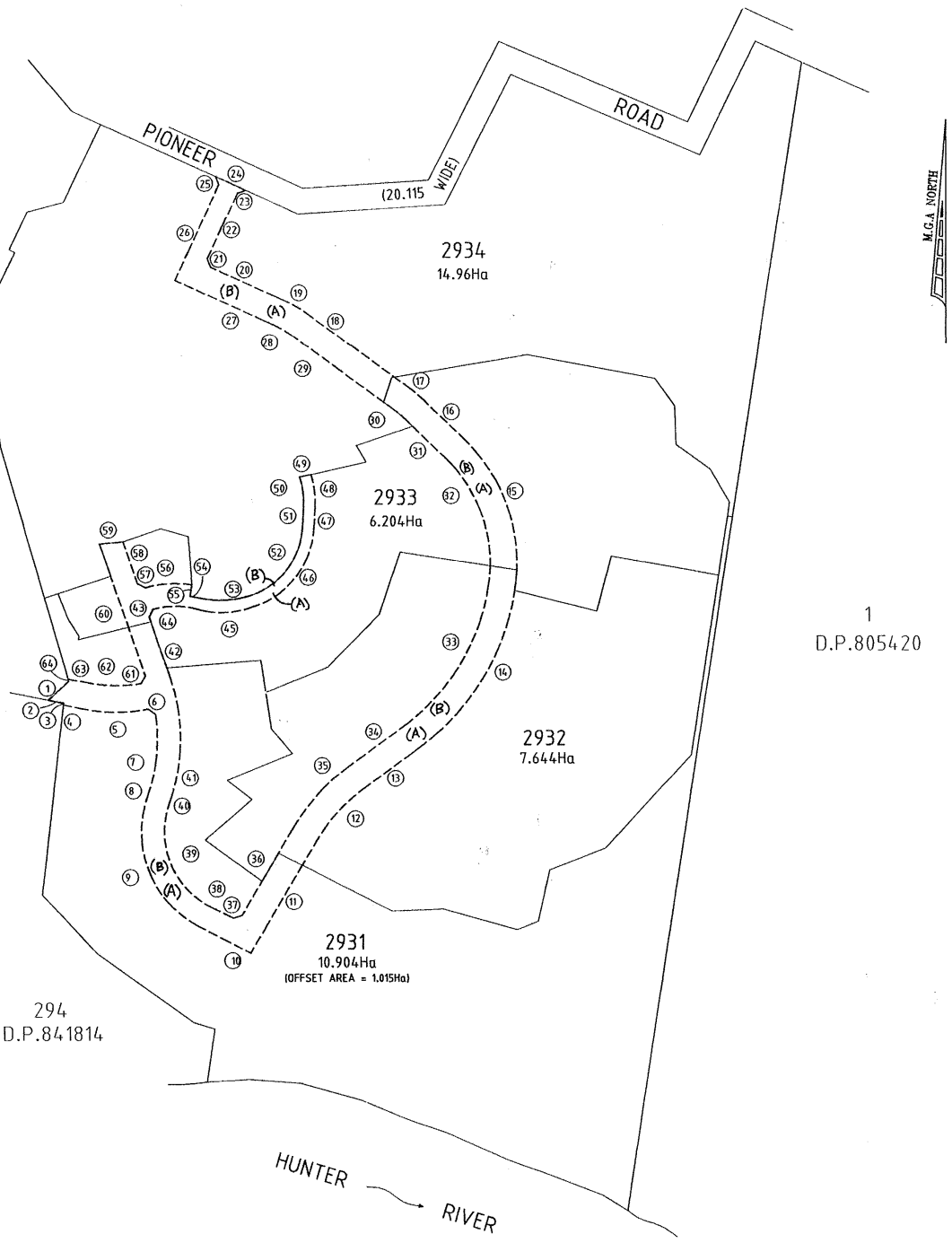
This is sheet 2 of my plan of 2 sheets covered by my Certificate No. SC 23/2001 of 1 August 2001

Mark Ohlen.

Authorized Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

ARC TABLE				
	Chord			
Line	Bearing	Distance	Arc	Radius
5	90°19'55"	51.15	51.46	135.5
7	185°11'	62.32	62.91	132
9	158°02'35"	109.765	119.615	84
12	42°07'25"	56.45	56.84	139.5
14	31°19'50"	145.6	149.26	190.5
15	341°26'20"	126.1	131.05	115.895
17	310°04'45"	15.165	15.18	110.5
19	300°19'10"	22.425	22.465	110.5
28	120°19'10"	18.165	18.195	89.5
30	130°04'45"	12.285	12.295	89.5
32	161°26'20"	106.76	110.95	136.895
33	211°19'50"	129.551	132.93	169.5
35	222°07'25"	64.95	64.4	160.5
39	338°02'35"	86.24	93.98	66
41	359°53'30"	97.40	72.86	150
44	88°54'45"	32.555	32.895	66
45	88°25'	45.405	46.205	71.71
46	37°45'45"	79.285	84.445	69.075
48	352°41'35"	26.135	26.27	75
50	172°22'45"	23.71	23.84	66
52	219°33'10"	71.925	77.125	60
53	269°47'	37.095	37.435	80
54	280°59'45"	5.745	5.745	75
56	266°19'20"	36.3	36.59	84
62	270°45'45"	41.575	41.81	114.5



SHORT LINE TABLE		
Line	Bearing	Distance
1	226°45'30"	21.82
2	101°12'40"	12
3	186°12'40"	1.505
4	101°12'40"	15.77
6	124°25'05"	6.945
8	198°50'10"	3.81
10	117°15'	45.135
11	30°27'	101.605
13	53°47'50"	53.96
16	314°00'50"	43.905
18	306°08'35"	97.605
20	294°29'40"	63.21
21	339°29'40"	7.07
22	24°29'40"	56.765
23	69°29'40"	7.07
24	294°29'40"	26
25	159°29'40"	7.07
26	204°29'40"	82.765
27	114°29'40"	84.205
29	126°08'35"	97.605
31	134°00'50"	43.905
34	233°47'50"	53.96
36	210°27'	79.395
37	253°26'45"	7.315
38	296°26'30"	20.13
40	18°50'10"	3.81
42	340°56'45"	49.41
43	26°42'20"	6.975
47	2°43'40"	15.72
49	257°14'35"	9.035
51	182°43'40"	15.72
55	8°48'05"	9
57	296°32'35"	7.145
58	340°56'45"	34.675
59	265°00'25"	18.555
60	160°56'45"	109.925
61	209°59'55"	6.555
63	280°17'	15.96
64	163°59'30"	1.675

Reduction Ratio 1:2500

Plan Drawing only to appear in this space

Req:R655439 /Doc:DP 1033130 P /Rev:20-Jul-2004 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 2
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Req:R655440 /Doc:DP 1033130 B /Rev:11-Sep-2001 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 2
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DP1033130

INSTRUMENT SETTING OUT TERMS OF EASEMENT OR PROFITS A 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

Plan: Lot 293 DP 841814
Shire of Singleton

Full name and address Of the owners of the land: **ROFIZA PTY. LIMITED**

PART 1 (Creation)

No. of item Shown in the Intention panel On the plan	Identity of Easement referred to in the plan	Burdened lot	Benefited lots
		2931	2932, 2933, 2934
		2932	2931, 2933, 2934
		2933	2931, 2932, 2934
		2934	2931, 2932, 2933
1	Right of Carriageway Variable width	~~Each lot~~	~~Every other lot~~
2	Easement for services Variable width	~~Each lot~~	~~Every other lot~~
		2931	2932, 2933, 2934
		2932	2931, 2933, 2934
		2933	2931, 2932, 2934
		2934	2931, 2932, 2933

PART 2 (Terms)

1. Terms of Right of Carriageway firstly referred to in the above mentioned Plan:

Right of carriageway as implied by Schedule 4 of the Conveyancing (General) Regulation 1998 TOGETHER WITH a reservation on behalf of the registered proprietor of the lots so burdened that the dominant tenement shall reserve the right to construct and dedicate a roadway on any of the lots so burdened within the limitations of the Rights of Carriageway as created.

2. Terms of Easement for Services secondly referred to in the above mentioned Plan:

Easement for Services as implied by Schedule 4 of the Conveyancing (General) Regulation 1998 TOGETHER WITH a reservation on behalf of the registered proprietor of the lots so burdened that the dominant tenement shall reserve the right to carry out the installation of services on any of the lots so burdened within the limitations of the Easements for Services as created.

The name of the company empowered to release, vary or modify the terms of right of carriageway and easement for services referred to herein is Rofiza Pty. Limited.

Req:R655440 /Doc:DP 1033130 B /Rev:11-Sep-2001 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

DP1033130

Plan: Lot 293 DP 841814
Shire of Singleton

THE COMMON SEAL OF
ROFIZA PTY. LIMITED
Was hereunto affixed in the
Presence of:

.....Sole Director

ROFIZA PTY. LIMITED
Common Seal
A.C.N. 002 885 216

Mortgagee under Mortgage No. 2184425
Signed at Sydney this 14TH day of AUGUST 2001 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3834

.....
Manager

.....
Witness/Bank Officer Kylie GRIFFITH
255 George Street, Sydney NSW

REGISTERED 10-9-2001

PLAN FORM 2 — Plan Drawing only to appear in this space

SIGNATURE AND SEALS ONLY.

PLAYCEN DEVELOPMENTS PTY LIMITED By its Authorised Attorney LEWIS LIONEL CRAFT UNDER Power of Attorney No 719 Book 4039

NISHTOM PTY LIMITED By its Authorised Attorney LEWIS LIONEL CRAFT UNDER Power of Attorney No 720 Book 4039

DIRECTOR

SECRETARY

MAITLAND MUTUAL BUILDING SOCIETY LIMITED ACN 087 651 983 Common Seal

ROFIZA PTY. LIMITED Common Seal A.C.N. 003 885 519

SOLE DIRECTOR

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer

Land District .....

Paper No. .....

Field Book ..... pages .....

Subdivision Certificate

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

.....set out herein

* (insert "subdivision" or "new road")

.....

* Authorised Person/General Manager / Accredited Certifier

Council Authority: .....

Date of endorsement: .....

Accreditation no: .....

Subdivision Certificate no: .....

File no: .....

Note:
When the plan is to be lodged electronically in the Land Titles Office, it should include a signature in an electronic or digital format approved by the Registrar General

* Delete whichever is inapplicable.

I.S.G.

- ◒ EASEMENT FOR ELECTRICITY SUBSTATION 2.5 WIDE (D.P.871409)
- ⊕ EASEMENT FOR ELECTRICITY SUBSTATION 2.5 WIDE (D.P.1011447)

(A) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(B) EASEMENT FOR SERVICES VARIABLE WIDTH
(C) EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH

COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999951

SURVEY PRACTICE REGULATION 1996: CLAUSE 32 (2)					
MARK	M.G.A. CO-ORDINATES		ZONE	CLASS	ORDER
	EASTING	NORTHING			
P.M.79001	328 886.455	6 398 493.180	56	B	2
P.M.79002	329 117.488	6 398 206.415	56	A	1
S.S.M.80922	328 790.062	6 397 797.664	56	B	2
SOURCE	SURVEYOR GENERALS DEPARTMENT 13TH JULY 2001				

DIAGRAM
R.R. - 1.1000

PIONEER ROAD
WATTLE PONDS RD.
CASEY DRIVE
DOMINION AVE.
THE GROVE
MARCUS PLACE
ACACIA CIRCUIT
ROAD (17 WIDE)
BANK OF RIVER IS BOUNDARY
Hunter River

P.M.79001 FD. (ESTABLISHED) "Y"
P.M. 79002 FD. (ESTABLISHED) "X"
M.G.A GROUND & SURVEY 327°08'36" 368.271
37°37'20" 523.773 SURVEY
37°37'16" 523.747 M.G.A GROUND

S.S.M. 80922 FD. (ESTABLISHED)
S.S.M. 93972 FD. (NOT ESTABLISHED)
S.S.M. 101137 FD. (NOT ESTABLISHED)
ACACIA (21 WIDE & VAR) 271°45'20" 114.339
ARC 163.11 RADIUS 558.7 CH:272°50'55" 162.53

R.M.D.H.& W.S. FD. 37.085 (D.P.1011447)
R.M.D.H.& W.S. FD. 37.085 (D.P.1011447)
R.M.G.I.P. FD. 34°59'30" -0.98 (D.P.1033130)
R.M.G.I.P. 175°00'-1.0
R.M.G.I.P. 328°43'30" -13.3 (D.P.841814)
R.M.G.I.P. 45°00'-1.0
PEG FD. (D.P.1033130)

434 D.P.1011447
D. P. 1001495
D. P. 1033130
D. P. 1011447
2934 D. P.
2931 D. P.
294 D. P. 841814
417
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429

DP1037635

Registered: 06-02-2002

C.A: .....

Title System: TORRENS

Purpose: EASEMENT

Ref. Map: U0995-6

Last Plan: DP 841814 DP1011447

PLAN OF RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES AND EASEMENT FOR SUPPORT FOR BATTER WITHIN LOT 434 D.P.1011447 AND EASEMENT FOR SUPPORT FOR BATTER WITHIN LOT 294 D.P.841814

Lengths are in metres. Reduction Ratio 1:4000

LGA: SINGLETON

Suburb/~~Locality~~: SINGLETON HEIGHTS

Parish: DARLINGTON

County: DURHAM

This is sheet 1 of my plan in ~~(Delete if inapplicable)~~ sheets.

I, GRAHAM WALTER OBORN
OBORN PROFESSIONAL CONSULTING GROUP
of PO BOX 76, MORPETH 2321

a surveyor registered under the Surveyors Act, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveyors (Practice) Regulation 1996 and was completed on 29th SEPTEMBER, 2001

The survey relates to .....
(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

Signature .....
Datum Line: 'X'-'Y' (M.G.A) Surveyor registered under the Surveyors Act 1929
Zone: Suburban/~~County~~

Plans used in preparation of survey/~~compilation~~.
D.P.1001495
D.P.1011447
D.P.841814
D.P.1033130

PANEL FOR USE ONLY for 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, AS AMENDED, IT IS INTENDED TO CREATE:-

(1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH
(2) EASEMENT FOR SERVICES VARIABLE WIDTH
(3) EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH

SURVEYORS REFERENCE: 11628-1 CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Req:R655460 /Doc:DP 1037635 P /Rev:07-Feb-2002 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 1
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

Req:R655444 /Doc:DP 1037635 B /Rev:07-Feb-2002 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 2
© Office of the Registrar-General /Src:INFOTRACK /Ref:223519

INSTRUMENT SETTING OUT TERMS OF EASEMENT OR PROFITS A 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

DP1037635

PLAN OF RIGHT OF CARRIAGEWAY, EASEMENT FOR SERVICES & EASEMENT FOR SUPPORT FOR BATTER WITHIN LOT 434 DP1011447 & EASEMENT FOR SUPPORT FOR BATTER WITHIN LOT 294 DP841814.

Full name and address Of the owners of the land:

DALVEEN ~~INVESTMENTS~~ DEVELOPMENTS PTY. LTD. & NISHTOM ~~HOLDINGS~~ PTY. LIMITED

PART 1 (Creation)

No. of item Shown in the Intention panel On the plan	Identity of Easement referred to in the plan	Burdened lot	Benefited lots
1	Right of Carriageway Variable width	434 DP1011447	2931-2934/1033130
2	Easement for services Variable width	434 DP1011447	2931-~~2394~~ 2934/1033130
3	Easement for Support for Batter variable width	~~434,294~~ 434 DP1011447 294 DP841814	2931-2934/1033130

PART 2 (Terms)

1. Terms of Right of Carriageway firstly referred to in the above mentioned Plan:

Right of carriageway as implied by Schedule 4 of the Conveyancing (General) Regulation 1998 TOGETHER WITH a reservation on behalf of the registered proprietor of the lot so burdened that the dominant tenement shall reserve the right to construct and dedicate a roadway on the lot so burdened within the limitations of the Rights of Carriageway as created.

2. Terms of Easement for Services secondly referred to in the above mentioned Plan:

Easement for Services as implied by Schedule 4 of the Conveyancing (General) Regulation 1998 TOGETHER WITH a reservation on behalf of the registered proprietor of the lots so burdened that the dominant tenement shall reserve the right to carry out the installation of services on the lot so burdened within the limitations of the Easements for Services as created.

Req:R655444 /Doc:DP 1037635 B /Rev:07-Feb-2002 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 2
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DP1037635

Plan: Lot 434 DP 1011447
Lot 294 DP 841814
Shire of Singleton

REGISTERED 06/02/2002

3. Terms of Easement for Support for Batters thirdly referred to in the above mentioned Plan:

"Full and free right for the proprietor of the lot benefited to have the structures and appurtenances to be erected on the Easement for Services and Right of Carriageway over the lot burdened supported and upheld by the construction of earthen batters over the lot so burdened. The dominant tenement and Singleton Shire Council shall have the right to enter into and upon the lot burdened or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors, workmen, vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things including the placement of earthen batters during the course of construction of the road accessway and associated drainage works and maintenance thereof PROVIDED THAT the persons authorised will take all reasonable precautions to ensure as little disturbance as possible to the lot burdened and will restore that surface as nearly as practicable to its original condition."

The name of the company empowered to release, vary or modify the terms of right of carriageway and easement for services referred to herein is Rofiza Pty. Limited.

THE COMMON SEAL of MAITLAND MUTUAL BUILDING SOCIETY LIMITED ACN 087 651 983 was hereunto affixed by authority of the Board in the presence of:

Director

Secretary

MAITLAND MUTUAL BUILDING SOCIETY LIMITED A.C.N. 087 651 983 Common Seal

THE COMMON SEAL OF
DALVEEN IDEVELOPMENTS PTY. LTD.....Director
Was hereunto affixed in the
Presence of: .....Secretary

THE COMMON SEAL OF
NISHTOM PTY. LIMITED .....Director
Was hereunto affixed in the
Presence of: .....Secretary

THE COMMON SEAL OF
ROFIZA PTY. LIMITED
Was hereunto affixed in the
Presence of:

Sole Director

ROFIZA PTY. LIMITED Common Seal A.C.N. 002 685 216

Dalveen Developments Pty Limited and
Nishtom Pty Limited by their duly authorised
Attorney Lewis Lionel Craft under Powers of
Attorney No 719 Book 4039 and 720 Book 4039
who thereby certifies that he has received
no notice of revocation of the Power of Attorney

T. D. MAHER
SOLICITOR
MAITLAND

PLAN FORM 2 (APPROVED FORM 3) — Plan Drawing only to appear in this space — *OFFICE USE ONLY

DP1041496 (E)

Registered 04.09.2002*

Title System : TORRENS

Purpose : SUBDIVISION & EASEMENT

Ref. Map : U0995-6#9

Last Plan : DP1033130

PLAN OF SUBDIVISION OF LOT 2931 DP 1033130 AND EASEMENT FOR SEWERLINE 2.5 WIDE & VARIABLE WIDTH LOT 2932 DP 1033130

Lengths are in metres. Reduction Ratio 1 : 2000

L.G.A. : SINGLETON

Locality : SINGLETON HEIGHTS

Parish : DARLINGTON

County : DURHAM

This is sheet 1 of my plan in 4 sheets (Delete if inapplicable)

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

CONTINUED FROM BOTTOM RIGHT

IT IS INTENDED TO RELEASE :

3. RIGHT OF CARRIAGEWAY VARIABLE WIDTH ~~(DP 1011447)~~ DP1037635
4. EASEMENT FOR SERVICES VARIABLE WIDTH ~~(DP 1011447)~~ DP1037635

IT IS INTENDED TO DEDICATE:

LOTS 24,25, ~~AND 26~~ 26 27 TO THE PUBLIC AS PUBLIC RESERVE

THE EXTENTION OF ACACIA CIRCUIT, WILKINSON BOULEVARD AND CASEY DRIVE TO THE PUBLIC AS ROAD.

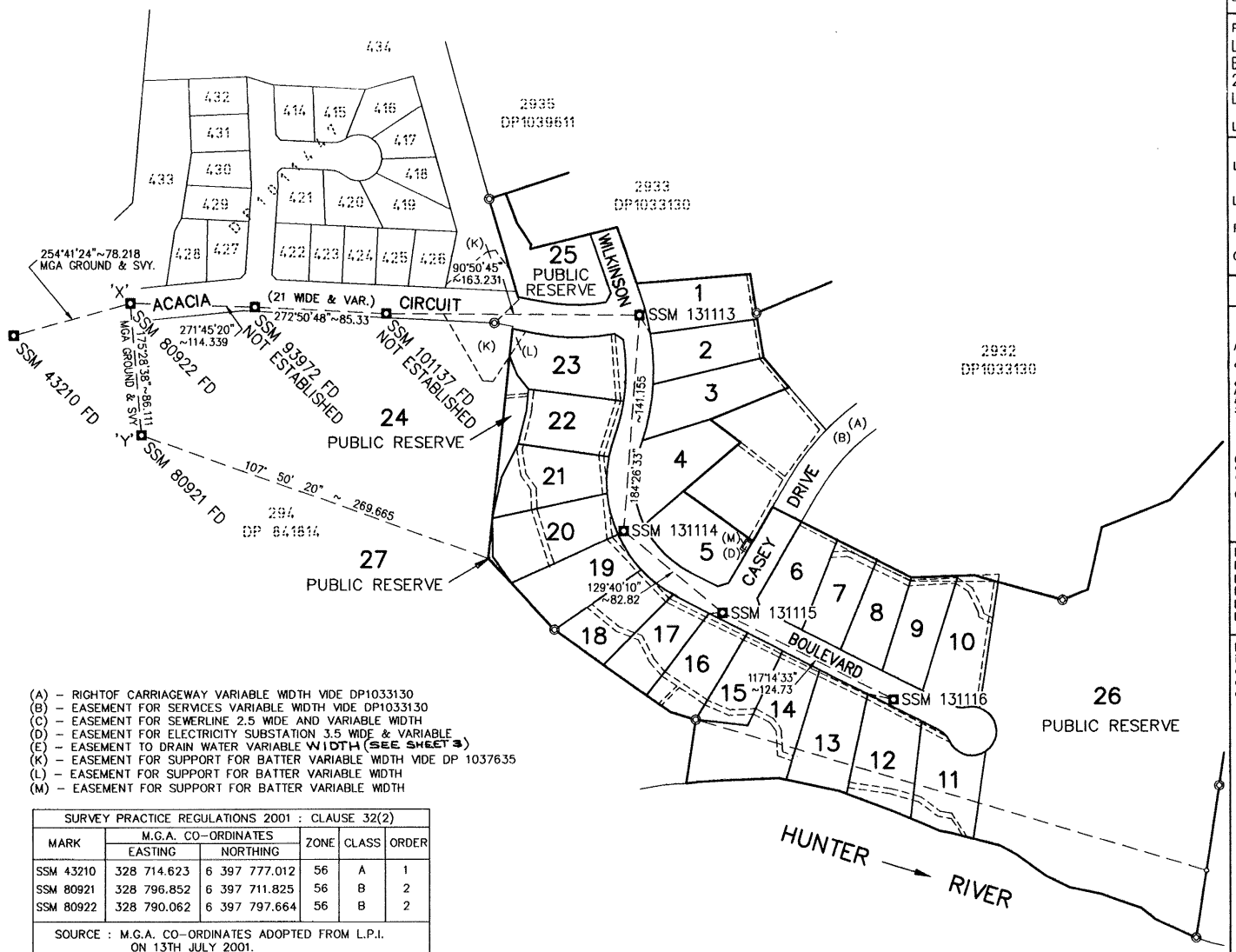
Suncorp-Metway Limited
ACN 010 831 722
By its duly constituted attorney under Power of Attorney Book 3859 No 372

Phillip Reginald Payne Level I

Executed by Rotiza Pty Ltd by its sole director pursuant to Section 127 of the Corporations Act 2001
G. Oborn - director

Executed by Himike Pty Limited by its sole director pursuant to Section 127 of the Corporations Act 2001

R. M. HILL
SOLE DIRECTOR



(A) – RIGHTOF CARRIAGEWAY VARIABLE WIDTH VIDE DP1033130
(B) – EASEMENT FOR SERVICES VARIABLE WIDTH VIDE DP1033130
(C) – EASEMENT FOR SEWERLINE 2.5 WIDE AND VARIABLE WIDTH
(D) – EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE & VARIABLE
(E) – EASEMENT TO DRAIN WATER VARIABLE WIDTH (SEE SHEET 3)
(K) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH VIDE DP 1037635
(L) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH
(M) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH

SURVEY PRACTICE REGULATIONS 2001 : CLAUSE 32(2)					
MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	ZONE	CLASS	ORDER
SSM 43210	328 714.623	6 397 777.012	56	A	1
SSM 80921	328 796.852	6 397 711.825	56	B	2
SSM 80922	328 790.062	6 397 797.664	56	B	2
SOURCE : M.G.A. CO-ORDINATES ADOPTED FROM L.P.I. ON 13TH JULY 2001.					
M.G.A. COMBINED SCALE FACTOR = 0.999951					

Survey Certificate
Surveyors (Practice) Regulation 2001

I, MATTHEW JOSEPH SOMERS
of HARPER SOMERS PTY. LTD.
241 DENISON STREET, BROADMEADOW
a surveyor registered under the Surveyors Act, 1929
hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Survey (Practice) Regulation, 2001 and was completed on
19TH JUNE 2002
The survey relates to LOTS 1 TO 26 INCL.
(here specify the land actually surveyed, or specify any land shown in the plan that is not the subject of this survey)
(Signature) ..... Dated 26.06.02
Surveyor registered under the Surveyors Act 1929
Datum Line : 'X'-'Y'
Type : Urban/~~Rural~~

Plans used in preparation of Survey/~~Compilation~~.
DP 1033130
DP 841814
DP 624410
DP 1037635
DP 624410

Crown Lands Office Approval

PLAN APPROVED ..... Authorised Officer
Land District .....
Paper No. .....
Field Book ..... pages .....

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")

Mark Somers
* Authorised Person/General Manager/Accredited Certifier

Consent Authority : SINGLETON COUNCIL
Date of Endorsement : 4 JULY 2002
Accreditation No. : -
Subdivision Certificate No. SC 29/2002
File No. : SA 7/2001

Note :
When the plan is to be lodged electronically in the Land Titles Office it should include a signature in an electronic or digital format approved by the Registrar-General.

Delete whichever is inapplicable

PANEL FOR USE ONLY for 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, AS AMENDED IT IS INTENDED TO CREATE :

1. EASEMENT FOR SEWERLINE 2.5 WIDE AND VARIABLE WIDTH
2. EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE AND VARIABLE
3. EASEMENT TO DRAIN WATER VARIABLE WIDTH
4. RESTRICTION AS TO USER
5. EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH
6. EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH

IT IS INTENDED TO RELEASE :

1. RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 1033130)
2. EASEMENT FOR SERVICES VARIABLE WIDTH (DP 1033130)

CONTINUE TOP LEFT

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 Table of mm 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

SURVEYOR'S REFERENCE : 19753 CHECKLIST

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Filename : 19753DP_STG1.dwg (27.05.2002)

Req:R655449 /Doc:DP 1041496 P /Rev:15-Aug-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 4
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Req:R655449 /Doc:DP 1041496 P /Rev:15-Aug-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:2 of 4
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PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2 **WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION** *OFFICE USE ONLY

Filename : 19753DP_STG1.dwg (27.05.2002)

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE : 19753

SCHEDULE OF REFERENCE MARKS			
MARK	BEARING	DISTANCE	TYPE
A	170°00'	3.77, 17.04	RMDH&W'S
B	105°00'	4.475, 13.485	RMDH&W'S
C	300°27'	3.95, 17.025	RMDH&W'S
D	300°27'	3.885, 16.97	RMDH&W'S
E	27°15'	4.51, 13.56	RMDH&W'S
F	27°15'	4.5, 13.635	RMDH&W'S
G	186°13'	2.265, 15.415	RMDH&W'S

SHORT BOUNDARIES		
No.	BEARING	DISTANCE
1	343°51'	6.87
2	73°51'~6°45'	7.265
3	340°58'~28°45'	7.415
4	210°00'	6.555
5	193°02'	3
6	146°22'40"	16.725
7	159°35'40"	20.465
8	71°45'20"	11.165
9	343°59'40"	1.675
10	101°12'40"	12
11	186°12'40"	1.505
12	186°12'40"	17.855
13	158°49'20"	12.895
14	321°16'20"	12.025
15	6°08'40"	14.785
16	14°05'20"	22.155
17	26°06'	24.87
18	124°25'	6.945
19	12°32'	26.725
50	359°35'	24.895
51	325°09'20"	20.56
83	213°28'	19.22

CURVED BOUNDARIES			
No.	BEARING	DISTANCE	ARC	RADIUS
20	136°33'40"	10.585	10.785	16
21	285°55'	24.495	27.9	16
22	171°58'30"	28.76	35.735	16
23	93°18'20"	8.11	8.2	16
24	97°56'20"	10.585	10.785	16
25	135°56'20"	42.3	43.06	66
26	357°14'20"	50.74	52.08	66
27	198°55'20"	4.815	4.815	150
28	190°49'	37.53	37.63	150
29	177°19'	32.99	33.06	150
30	165°58'40"	26.27	26.3	150
31	90°45'40"	41.57	41.46	114.5
32	90°20'	51.15	51.46	135
33	180°15'20"	40.08	40.23	132
34	194°25'	24.97	25	132
35	15°32'	12.63	12.64	84
36	2°58'	24.115	24.2	84
37	345°17'	27.525	27.65	84
38	326°32'40"	27.18	27.3	84
39	308°18'	26.09	26.2	84
40	298°18'20"	3.1	3.1	84

(A) – RIGHTOF CARRIAGEWAY VARIABLE WIDTH VIDE DP1033130
(B) – EASEMENT FOR SERVICES VARIABLE WIDTH VIDE DP1033130
(C) – EASEMENT FOR SEWERLINE 2.5 WIDE AND VARIABLE WIDTH (SEE SHEET 3)
(D) – EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE & VARIABLE
(E) – EASEMENT TO DRAIN WATER VARIABLE WIDTH (SEE SHEET 3)
(K) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH VIDE DP 1037635
(L) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH
(M) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH

DIAGRAM 1
NOT TO SCALE

DIAGRAM 2
SCALE 1:500

SSM 101137 FD

SEE DIAG. 2

SEE DIAG. 1

CASEY DRIVE

ACACIA CIRCUIT

WILKINSON BOULEVARD

HUNTER RIVER

BANK

BOUNDARY

PUBLIC RESERVE

RM GONE

RMGIP FD

GIN TOP R.F.P FD

PEG FD

RECENT POST AND WIRE FENCE

MGA

DP 1041496

Registered 04.09.2002*

This is sheet 1 of my plan in 4 sheets dated 19TH JUNE 2002

Surveyor registered under Surveyors Act 1929

This is sheet 2 of my plan of 4 sheets covered by Subdivision Certificate No. SC 24/12002 or

Mark Shlein

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2

SIGNED SEALED AND DELIVERED For and on behalf of ST GEORGE BANK LIMITED (A.C.N. 055 513 070) by its attorneys under power of attorney registered No. 125 Book 4182

ATTORNEY Print Name: STEPHEN McKENZIE Position held: EXECUTIVE MANAGER

ATTORNEY Print Name: ELISE KEMP Position held: CREDIT ANALYST

WITNESS Print Name:

CONNECTION 213° 35' 45" ~19.18 ADDED & RADIUS OF CURVED BOUNDARY 32 AMENDED IN LPI/NSW AT SURVEYORS REQUEST 003/1672 15.8.2003

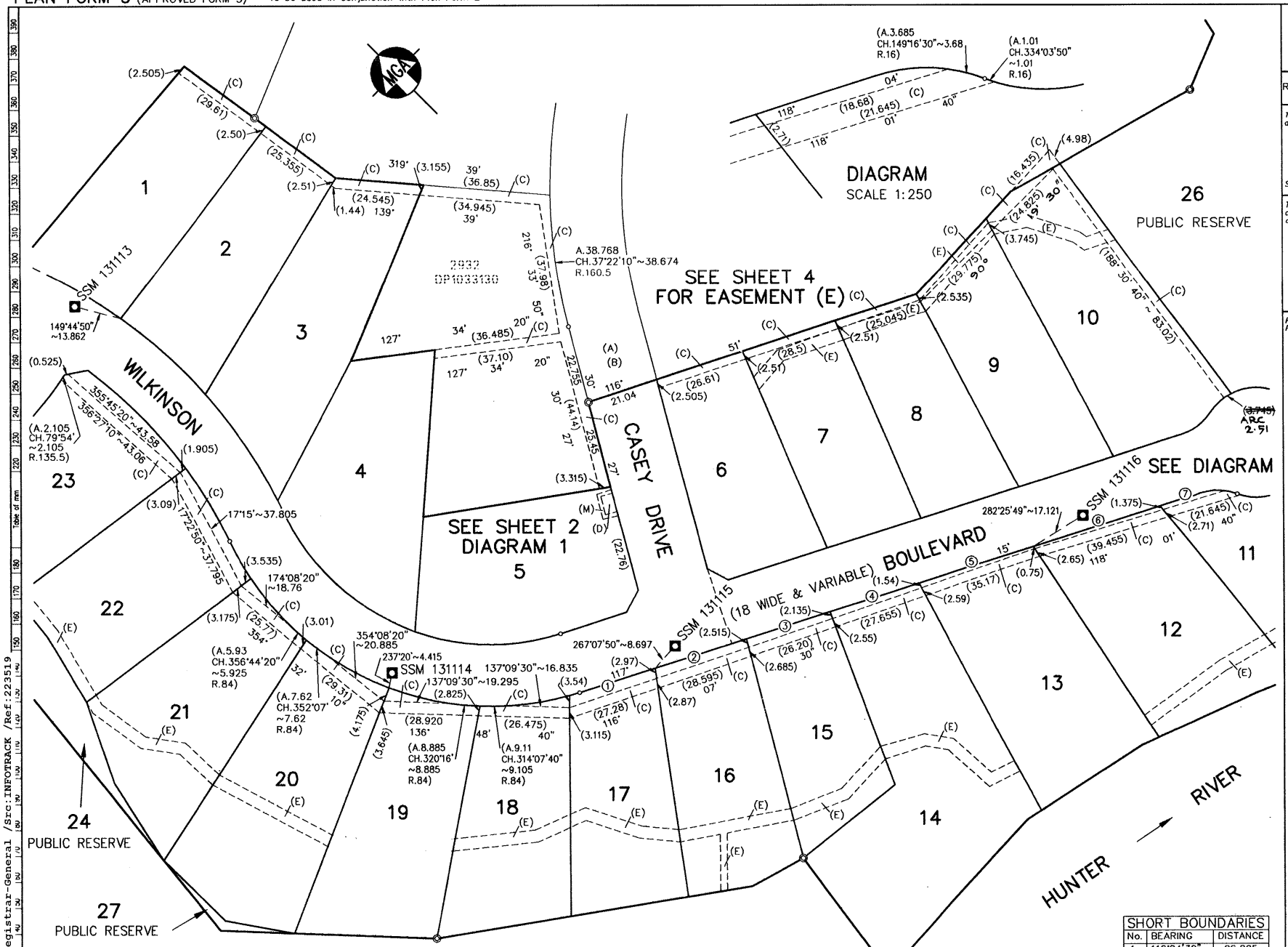
DIMENSIONS 59.885 & 62.46 AMENDED IN LPI/NSW AT SURVEYORS REQUEST VIDE 2002/2038 30/5/2003

Reduction Ratio 1 : 500

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY



(A) – RIGHTOF CARRIAGEWAY VARIABLE WIDTH VIDE DP1033130
(B) – EASEMENT FOR SERVICES VARIABLE WIDTH VIDE DP1033130
(C) – EASEMENT FOR SEWERLINE 2.5 WIDE AND VARIABLE WIDTH
(D) – EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE & VARIABLE
(E) – EASEMENT TO DRAIN WATER VARIABLE (SEE SHEET 4)
(M) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH
ϕ WIDTH

SHORT BOUNDARIES		
No.	BEARING	DISTANCE
1	116°24'30"	26.825
2	116°24'30"	28.26
3	116°24'30"	25.935
4	115°57'10"	27.295
5	115°57'10"	34.93
6	118°04'	39.195
7	118°04'	18.68

DP1041496

Registered 04.09.2002*

This is sheet 3 of my plan in 4 sheets dated 19TH JUNE 2002

Surveyor registered under Surveyors Act 1929

This is sheet 3 of my plan of 4 sheets covered by Subdivision Certificate No. 29 of 2002

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1 :750

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE : 19753

filename : 19753DP_STG1.dwg (27.05.2002)

© Office of the Registrar-General /Src:INFOTRACK /Ref:223519 /Rev:15-Aug-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:3 of 4
Req:R655449 /Doc:DP 1041496 P

PLAN FORM 3 (APPROVED FORM 5) To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

*OFFICE USE ONLY

DP1041496

Register 04.09.2002*

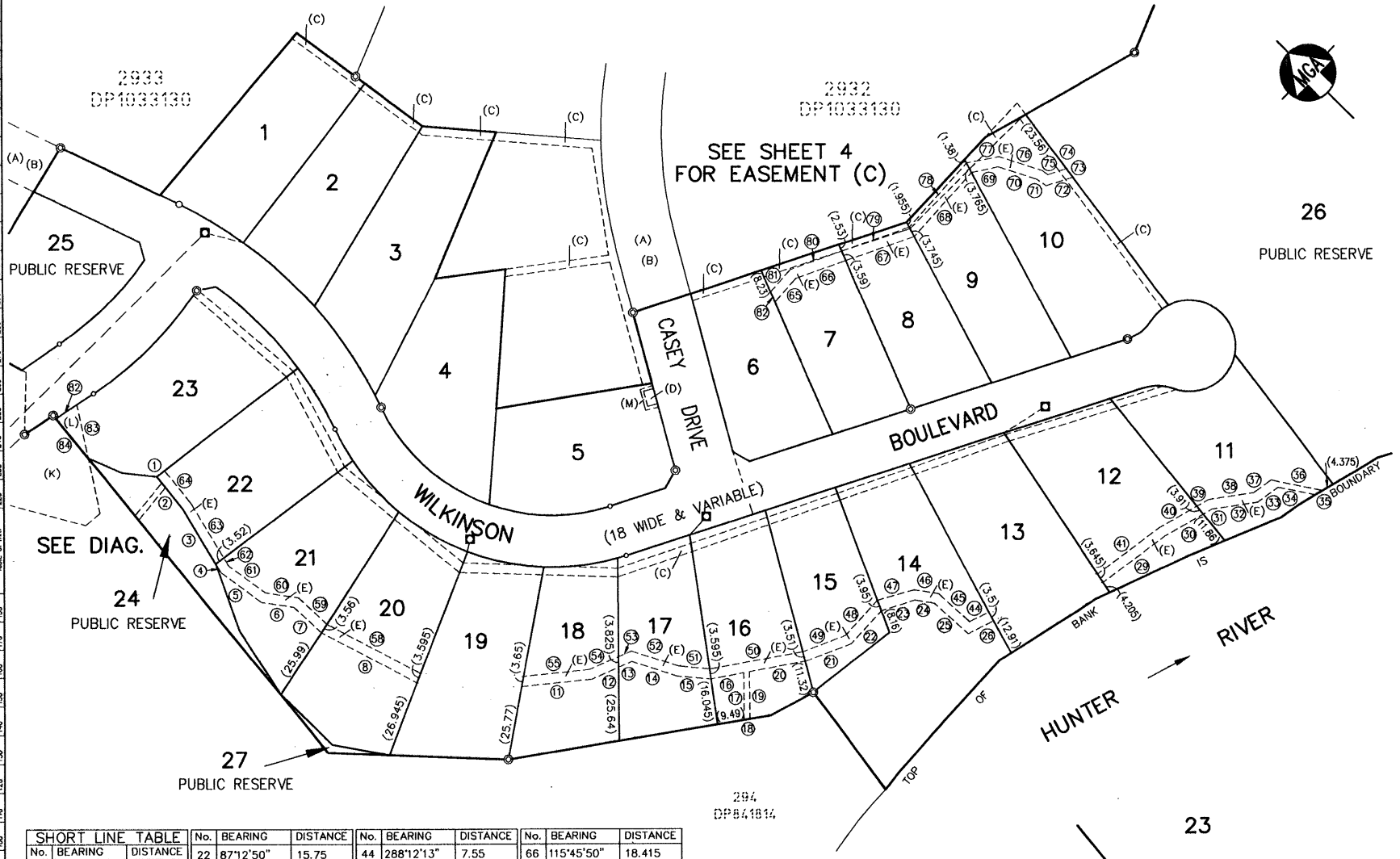
This is sheet 4 of my plan in 4 sheets dated 19TH JUNE 2002

Surveyor registered under Surveyors Act 1929

This is sheet 4 of my plan of 4 sheets covered by Subdivision Certificate No. 29/2002

Authorised Person/General Manager/Accredited Certifier

For use where space is insufficient in any panel on Plan Form 2.



SHORT LINE TABLE		
No.	BEARING	DISTANCE
1	277°33'13"	4.105
2	186°08'53"	14.785
3	194°05'30"	22.155
4	194°05'30"	3.695
5	171°36'50"	17.31
6	143°40'53"	11.335
7	178°31'34"	13.165
8	162°55'53"	37.9
~~9~~	~~142°46'01"~~	~~10.66~~
~~10~~	~~134°58'29"~~	~~25.835~~
11	129°09'11"	24.84
12	111°00'02"	10.2
13	111°00'02"	5.07
14	153°10'20"	16.455
15	140°18'01"	11.805
16	124°24'41"	11.76
17	224°50'30"	16.52
18	125°42'40"	2.025
19	44°50'30"	16.565
20	124°24'40"	19.88
21	114°01'40"	17.14

No.	BEARING	DISTANCE
22	87°12'50"	15.75
23	117°13'50"	12.335
24	144°06'01"	6.815
25	177°16'14"	16.17
26	108°12'13"	10.04
~~27~~	~~108°12'13"~~	~~10.18~~
~~28~~	~~116°07'27"~~	~~30.33~~
29	98°43'48"	26.915
30	105°34'23"	15.605
31	105°34'23"	3.515
32	126°35'30"	16.065
33	99°02'10"	8.81
34	146°54'10"	13.225
35	104°29'	2.965
36	326°54'10"	18.325
37	279°02'10"	7.485
38	306°35'30"	15.855
39	285°34'20"	4.735
40	285°34'20"	15.25
41	279°01'47"	26.93
~~42~~	~~288°07'27"~~	~~28.810~~
~~43~~	~~288°12'13"~~	~~10.665~~

No.	BEARING	DISTANCE
44	288°12'13"	7.55
45	357°16'14"	14.805
46	324°06'01"	8.69
47	299°09'27"	13.345
48	267°12'53"	16.76
49	293°59'15"	15.9
50	304°34'17"	33.275
51	320°18'01"	10.58
52	333°10'20"	17.41
53	291°00'02"	4.875
54	291°00'02"	11.185
55	309°09'11"	23.245
~~56~~	~~314°47'04"~~	~~26.28~~
~~57~~	~~322°46'01"~~	~~9.595~~
58	342°53'50"	37.155
59	358°31'34"	13.61
60	323°40'53"	11.56
61	351°36'50"	15.745
62	14°05'30"	3.37
63	14°05'30"	22.025
64	8°28'07"	14.94
65	86°27'	11.095

No.	BEARING	DISTANCE
66	115°45'50"	18.415
67	115°45'50"	25.27
68	87°08'	30.33
69	123°14'20"	9.59
70	152°55'25"	13.935
71	170°04'	4.06
72	117°07'45"	9.685
73	8°30'40"	3.695
74	297°07'45"	6.725
75	332°56'	15.75
76	304°25'20"	11.63
77	267°06'10"	30.34
78	295°29'20"	24.95
79	295°29'20"	19.105
80	266°27'	10.325
81	201°51'50"	3.875
82	101°12'40"	8.835
83	213°28'	19.22
84	6°12'40"	17.855
85		
86		
87		

(A) – RIGHTOF CARRIAGEWAY VARIABLE WIDTH VIDE DP1033130
(B) – EASEMENT FOR SERVICES VARIABLE WIDTH VIDE DP1033130
(C) – EASEMENT FOR SEWERLINE 2.5 WIDE AND VARIABLE WIDTH (SEE SHEET 3)
(D) – EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE & VARIABLE
(E) – EASEMENT TO DRAIN WATER VARIABLE WIDTH (SEE SHEET 3)
(K) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH VIDE DP 1037635
(L) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH
(M) – EASEMENT FOR SUPPORT FOR BATTER VARIABLE WIDTH

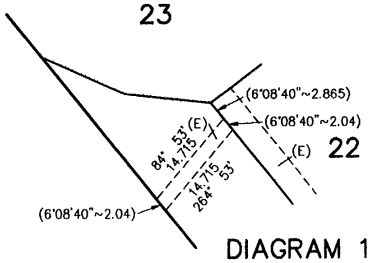


DIAGRAM 1
SCALE 1:500

Reduction Ratio 1 :1000

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE : 19753

Req:R655449 /Doc:DP 1041496 P /Rev:15-Aug-2003 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:4 of 4
Office of the Registrar-General /Src:INFOTRACK /Ref:223519
© Filename : 19753DP_STG1.dwg (27.05.2002)

Req:R655456 /Doc:DP 1041496 B /Rev:04-Sep-2002 /NSW LRS /Pgs:ALL /Prt:12-Apr-2022 10:32 /Seq:1 of 7
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Instrument setting out Terms of Easements or Profits á Prendre intended to be created or released and of Restrictions on the Use of the Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

DP1041496

Subdivision of Lot 2931 DP 1033130

Full name and address of proprietor of the land:

HIMIKE Pty Ltd
29 SMITH STREET
CHARLESTOWN NSW 2290
ACN: 095 838 289

Part 1

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 for Sewerline 2.5 wide and variable	1 2 3 2932 DP 1033130 6 7 8 9 10 23 22 21 20 19 18 17 16 15 14 13 12 11	Lot 2933 DP 1033130 Lots 1, 2933 DP 1033130 1,2,2933 DP 1033130 1,2,3,4,5,2933 DP 1033130 1,2,3,4,5, Lots 2932& 2933 DP 1033130 1,2,3,4,5,6, Lots 2932 & 2933 DP 1033130 1,2,3,4,5,6,7 Lots 2932 & 2933 DP 1033130 1-8, Lots 2932 & 2933 DP 1033130 1-9, Lots 2932 & 2933 DP 1033130 25 23,25 22,23,25 21,22,23,25 20,21,22,23,25 19,20,21,22,23,25 18,19,20,21,22,23,25 17,18,19,20,21,22,23,25 16-23,25 15-23,25 14-23,25 13-23,25 12-23,25
2	Easement for Electricity Sub-Station 3.5 wide and variable	5	Energy Australia

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3	Easement to Drain Water variable width	7 8 9 10 20 21 22 24 18 17 16 15 14 11 12	6 6,7 6,7,8 6,7,8,9 19 19,20 19,20,21,23 19,20,21,22,23 19 18,19 13,14,15,17,18,19 13,14 13 12,13 13
4	Restriction as to User	Each Lot	Every other Lot
5	Easement for Support for Batter variable width	23	Singleton Shire Council
6	Easement for Support for Batter variable width	5	Energy Australia

Part 1A

Number of items shown in the intention panel on the plan	Identity of easement or profit á prendre to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway variable width created by DP 1033130	2931/1033130	Lots 2932 & 2933 DP 1033130 Lots 2935 & 2936 DP 1039611
2	Easement for Services Variable width created by DP 1033130	2931/1033130	Lots 2932 & 2933 DP 1033130 Lots 2935 & 2936 DP 1039611
3	Right of Carriageway variable width created by DP 1037635	434/1011447	Lots 2931, 2932 & 2933 DP 1033130 Lots 2935 & 2936 DP 1039611
4	Easement for Services Variable Width created by DP 1037635	434/1011447	Lots 2931, 2932 & 2933 DP 1033130 Lots 2935 & 2936 DP 1039611

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DP1041496

Part 2 (Terms)

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

Full and free right for every Authority who is at any time entitled too an estate or interest in possession in the land herein indicted as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by it from time to time and at all times by means of pipes to drain sewerage and other waste material and fluid in any quantities across and through the land herein indicated as the servient tenement, together with the right to use, for the purposes of the easement, any line of pipes already laid within the servient tenement for the purpose of draining sewerage or any pipe or pipes in replacement or in substitution therefore and where no such line of pipes exists, to lay, place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the grantee and every person authorised by it, with any tools, implements, or machinery, necessary for the purpose, to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, or renewing such pipe line or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the grantee and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

The person/Corporation having the right to release vary or modify this restriction shall be **Singleton Shire Council.**

Terms of easement, profit á prendre, restriction, or positive covenant numbered 2 in the plan.

Full and free right leave liberty and licence for Energy Australia (hereinafter called "EA") its successors and assigns its and their officers, servants, agents, workmen and contractors and all other persons authorised by it or them to act in its or their behalf:

a) To erect, construct, place, inspect, alter, repair, renew, maintain and use upon the lot burdened (hereinafter called "the Servient tenement") overhead and/or underground electricity transmission, conductors, wires and cables and their supports therefore (including towers and poles) and other ancillary works (including substations) for the transmission of electricity (the ownership of all of which works it is hereby acknowledge is vested in EA);

b) To cause or permit electricity to flow or to be transmitted through and along the said conductors, mains, wires, cables and ancillary works;

c) With or without vehicles and plant and equipment to enter and be in the servient tenement *for the purposes of* exercising any right leave, liberty or licence granted hereunder; and

d) To cut, trim or lop trees, branches and other growths or foliage which now or at any time hereafter may overhang, encroach or be in or on the servient tenement and which in the opinion of EA may be likely to interfere with any right, leave, liberty or licence granted hereunder;

e) To, for the purpose of gaining access to the servient tenement, with or without vehicles, plant and equipment enter, be upon traverse and depart from land adjoining the servient tenement owned by the owner for the time being of the servient tenement;

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f) The Registered Proprietor does hereby for itself and other owners from time to time of the servient tenement covenant with EA that it will not do or knowingly suffer to be done any act or thing which may injure or damage the said conductors, mains, wires, cables supports and other ancillary works or interfere with the free flow of electric current within this easement AND that if any such damage or injury be done or interference be made the said Registered Proprietor will forthwith pay the costs to EA of properly and substantially repairing and making good all such injury or damage and restoring the free flow of electric current as aforesaid;

g) The Registered Proprietor does hereby for itself and other owners from time to time of the servient tenement covenant with EA that it will not without the consent of EA alter or permit to be altered the existing levels of the easement nor will it without the like consent erect or permit to be erected any structure on above or below the easement.

The person/corporation having the right to release vary or modify this restriction shall be **Energy Australia.**

Terms of easement, profit á prendre, restriction, or positive covenant numbered 4 in the plan.

a) No fence shall be erected or be permitted to remain erected on each lot burdened closer to the street than six (6) metres from the front street alignment.

b) No building shall be erected or be permitted to remain erected on the land burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or fibrous cement provided that the proportions of brick and/or brick veneer and/or stone and/or concrete shall not be less than fifty percent of the total area of the external walls. All materials used on the external walls of any building erected on a lot shall be new materials with the exception of genuine sandstock bricks.

c) No building shall be erected on any Lot burdened having a roof of corrugated iron or fibrous cement or metal decking unless colour bonded.

d) No main building or buildings shall be used or permitted to be used other than for residential accommodation.

e) No obnoxious noise or offensive occupation, trade, business, manufacture or home industry shall be conducted or carried out on any Lot burdened.

f) No fence shall be erected on the land hereby burdened to divide it from any adjoining land owned by the vendor without the consent of the vendor but such consent shall not be withheld if such fence is erected without expense to the vendor provided that this restriction shall remain in force only during such time as the Vendor is registered proprietor of any land in the plan or plans immediately adjoining the land in the plan.

g) No metal fence shall be erected unless they are colour bonded.

h) With the exception of vehicles used in connection with the erection of a dwelling on any lot burdened no motor truck, lorry or semi trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened.

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i) No main building shall be erected or permitted to remain erected on each lot burdened having a total internal floor area of less than 110 square metres exclusive of car accommodation, external landings and patios.

j) No existing dwelling house shall be partly or wholly moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on any lot burdened.

k) No mobile home or temporary or permanent moveable improvements for residence or tent, shack, garage, camper or caravan (except building huts required during construction, or mobile and temporary marketing offices used by the Vendor or any agent of the Vendor, shall be moved to, placed upon, re-erected upon, reconstructed on or permitted to remain on, or used for residential purposes on any Lot burdened.

l) No "For Sale" sign shall be erected or displayed on any lot burdened while it is vacant land for one (1) year after the date of its transfer from Himike Pty Ltd and no other type of advertisement or hoarding shall be erected or displayed on any lot burdened without the prior written consent of those companies.

m) Should any tree planted on any lot burdened die or be badly damaged it shall be replaced by the owner of the lot burdened with a tree of the same species.

n) During construction on any lot burdened the registered proprietor for the time being shall ensure that the lot is kept in a clean and tidy state and take proper steps to ensure that any rubbish is collected and properly disposed of.

o) Any release, variation or modification of these Restrictions shall be made and done in all respect to the cost and expense of the person or persons requesting the same.

The person or persons having the right to release vary or modify these restrictions are Himike Pty Ltd for such time as they are registered proprietors of any land in the plan and thereafter the registered proprietors for the time being of lots in the plan having common boundaries with the land burdened and whose registered proprietor is seeking such release variation or modification.

Terms of easement, profit á prendre, restriction, or positive covenant numbered 5 in the plan.

Singleton Shire Council shall have the right to enter into and upon the lot burdened or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors. workmen, vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things including the placement of earthen batters during the course of construction of the road accessway and associated drainage works and maintenance thereof PROVIDED THAT the persons authorised will take all reasonable precautions to ensure as little disturbance as possible to the lot burdened and will restore that surface as nearly as practicable to its original condition.

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Terms of easement, profit á prendre, restriction, or positive covenant numbered 6 in the plan.

1. The owner of the lot burdened must not:

   (a) interfere with the batter or embankment or retaining wall or the wire mesh fence or the support it offers, or

   (b) use the site of this easement, or any other part of the lot burdened, or any other land, in a way which may detract from the stability of or the support provided by the batter or embankment or retaining wall.

2. In exercising those powers, the body having the benefit of this easement must:

   (a) ensure all work is done properly, and

   (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

   (c) cause as little damage as it 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.

The person/corporation having the right to release vary or modify this restriction shall be **Energy Australia.**

Executed by Rofiza Pty Ltd
by its authorised officers
Pursuant to Sec 127 of the CORPORATIONS ACT 2001

The Common Seal of Himike Pty Ltd
(ACN 095 838 289) was hereto affixed in accordance with its Articles of Association in the presence of:

Sole Director..... K.M.Hill.....

Secretary.....

Signed in my presence by:

.....
(signature of Witness)

.....
(Name of Witness)

.....
(Address and Occupation of Witness)

ROFIZA PTY. LIMITED Common Seal A.C.N. 095 838 289

G.O BORN
SOLE DIRECTOR

K M Hill

Suncorp-Metway Limited
ACN 010 831 722
By its duly constituted attorney under Power of Attorney Book 3859 No. 372

Phillip Reginald Payne Level 1

DP1041496

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DP1041496

SIGNED SEALED AND DELIVERED)
For and on behalf of)
ST GEORGE BANK LIMITED)
(A.C.N. 055 513 070) by its)
attorneys under power of)
attorney registered No. 125)
Book 4182)

ATTORNEY
Print Name: STEPHEN McKENZIE
Position Held: EXECUTIVE MANAGER

ATTORNEY
Print Name: ELISE KEMP
Position Held: CREDIT ANALYST

WITNESS
Print Name:

Mortgagee under Mortgage No. 2184425
Signed at Sydney this 1ST day of AUGUST 2002 for National Australia Bank Limited ABN 12 004 044 937 by Fiona Mary FERGUSON its duly appointed Attorney under Power of Attorney No. 549 Book 3834

.....
Manager

.....
Witness/Bank Officer Kylie GRIFFITH
255 George Street, Sydney NSW

REGISTERED 04.09.2002

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2018

Ariel Conveyancing
PO Box 708
SINGLETON
NSW 2330

Applicants Reference
223519

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 5707

DATE OF CERTIFICATE: 12/04/2022

PROPERTY DETAILS

ADDRESS: 1 Vickers Close HUNTERVIEW NSW 2330

TITLE: Lot: 219 DP: 1056926

PARCEL NO.: 22476

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along 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. Name 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:

Local Environmental Plan

Singleton Local Environmental Plan 2013

State Environmental Planning Policies

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

NOTE: Some SEPPs only apply to particular development and some may or may not apply due to site specific or development specific considerations.

(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 Director-General has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Proposed Local Environmental Plans

Draft Local Environmental Plan 2013 (Amendment No. 1/2017) Bulga Deferred Matter Area to incorporate the area into the Singleton Local Environmental Plan 2013. The amendment will be notified on 15 December 2023. For sites in the deferred matter area, development may become prohibited when the site is incorporated into the Singleton Local Environmental Plan 2013. Please contact Council for any enquiries.

Proposed State Environmental Planning Policies

Proposed State Environmental Planning Policy (Environment)
Proposed State Environmental Planning Policy (Housing Diversity)
Proposed State Environmental Planning Policy (Design and Place)

(3) The name of each development control plan that applies to the carrying out of development on the land.

Singleton Development Control Plan 2014
Huntlee Development Control Plan 2013

2. Zoning and land use under relevant LEPs

Singleton Local Environmental Plan 2013

a) **The identity of the zone:**

The land is zoned R1 General Residential under the provisions of Part 2 in the Singleton Local Environmental Plan 2013.

b) **Item 2 - The purposes for which development may be carried out within the zone without the need for development consent:**

Home occupations

c) **Item 3 - The purposes for which development may not be carried out in the zone except with development consent:**

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Group homes; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

d) **Item 4 - The purposes for which development is prohibited in the zone:**

Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Registered clubs; Research stations;

Restricted premises; Rural industries; Service stations; Sex services premises; Signage; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating 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**

No development standard applies to the land.

f) **Whether the land includes or comprises Critical habitat**

Council does not possess comprehensive mapping of critical habitats within the Singleton Local Government Area (LGA). The Director-General of the NSW Department of Environment and Climate Change has not served a copy of a map of critical habitat on Council identifying that the land includes or comprises critical habitat.

g) **Whether the land is in a Conservation area**

The land is not identified in Schedule 5 of the Singleton Local Environmental Plan 2013 and on the Heritage Map as being within the Singleton/Jerrys Plains Heritage Conservation Area.

h) **Whether an item of Environmental Heritage is situated on the land**

The land is not identified in the Singleton Local Environmental Plan 2013 as containing an item of environmental heritage.

3. Complying Development

Complying development may or may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated under 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.*

Housing Code

Under the provisions of the Housing Code, complying development MAY be carried out on the land.

Rural Housing Code

Under the provisions of the Rural Housing Code, complying development MAY NOT be carried out on the land.

Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code MAY be carried out on the land.

Greenfield Housing Code

Complying Development under the Greenfield Housing Code MAY NOT be carried out on the land.

Inland Code

Complying Development under the Inland Housing Code MAY be carried out on the land.

Housing Alterations Code

Under the provisions of the Housing Alterations Code, complying development MAY be carried out on the land.

General Development Code

Under the provisions of the General Development Code, complying development MAY be carried out on the land.

Industrial and Business Alterations Code

Under the provisions of the Industrial and Business Alterations Code, complying development MAY be carried out on the land.

Industrial and Building Buildings Code

Under the provisions of the Industrial and Business Buildings Code, complying development MAY NOT be carried out on the land.

Container Recycling Facilities Code

Under the provisions of the Container Recycling Facilities Code, complying development MAY NOT be carried out on the land, or part of the land.

Subdivisions Code

Under the provisions of the Subdivisions Code, complying development MAY be carried out on the land.

Demolition Code

Under the provisions of the Demolition Code, complying development MAY be carried out on the land.

Fire Safety Code

Under the provisions of the Fire Safety Code, complying development MAY be carried out on the land.

Note: If the land is a lot to which the Housing Code, Rural Housing Code, Housing Alterations Code, General Development Code, Commercial and Industrial Alterations Code or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008) applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clause 1.19 of that Policy.

4B. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

This clause is not applicable to the Singleton Local Government Area because Singleton Council is not a 'coastal council'.

5. Mine subsidence

Whether or not the land is proclaimed to be a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

No

6. Road widening and road alignment

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.

Note: This item relates to Council's road proposals only. Other authorities, including the NSW Roads and Maritime Services may have road widening proposals

No

7. Council and other public authority 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:

Landslip

No

Bushfire

No

Tidal inundation

No

Subsidence

No

Acid Sulphate Soils

No

Any other risk (other than flooding)

No

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.

Unknown

(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.

The information provided in Item 7A is based on the data and information presently available to the Council and on development controls in force as at the date of this certificate. The identification of land as not being subject to flood related development controls does not mean that the land is not or may not be subject to flooding or that the land will not in the future be subject to flood related development controls, as additional data and information regarding the land become available.

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 (above) makes provision in relation to the

acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act 1979*.

None of the land is identified on the Singleton Local Environmental Plan 2013 Land Reservation Acquisition Map.

9. Contributions plans

The following development contributions plans apply to the land:

Singleton Development Contributions Plan 2008

9A. Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016?

No

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*.

10. Biodiversity stewardship sites

Is the land 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).

No

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

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, the Council has not been notified of the existence of a set aside area by the Local Land Services and there is no such area registered in the public register under the Local Land Services Act 2013.

11. Bush fire prone land

Is any of the land bush fire prone land (as defined in the *Environmental Planning and Assessment Act 1979*)?

None of the land is identified as being bushfire prone land as defined by the Environmental Planning and Assessment Act 1979.

12. Property vegetation plans

If the land is land to which a property vegetation plan approved under 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

Is there 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 a project or a stage of a project on the land under Part 4 of the Act does not have effect?

No (to the extent that Council has not been notified of the existence of such a direction).

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004* applies:

(a) Whether or not Council is aware of a current site compatibility certificate (seniors housing), in respect of the proposed development on the land.

No

(b) Whether or not any terms of a kind referred to in clause 18(2) of that Policy that have been imposed as a condition of consent to a development application granted after 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?

Council has not been made aware of any valid site compatibility certificate (infrastructure) or site compatibility (schools or TAFE establishments) in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

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

Council has not been made aware of any valid site compatibility certificate (affordable rental housing), in respect of proposed development on the land.

(b) Whether or not any terms of a kind referred to in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application granted after October 2007 in respect of the land.

Nil

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.

Nil

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

Nil

Note: words and expressions used in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

Whether there is a current Site Verification Certificate, of which the council is aware, in respect to the land.

No

20. Loose fill asbestos insulation

Does the land include 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?

No.

21. Affected building notices and building product rectification orders

(1) 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.

No

(2) A statement of:

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

No

(b) 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.

No

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 on order at the date when the certificate is issued,

No

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

No

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

No

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

No

Additional information pursuant to Section 10.7(5) of the *Environmental Planning & Assessment Act 1979*

Pursuant to section 10.7(5), Council may provide advice on such other relevant matters affecting the land of which it may be aware. This advice generally relates to matters about which prospective purchasers of the land may otherwise be unaware. Such advice has not been provided as part of this certificate because it has not been requested and/or the associated fee paid. Council does not consider the certificate to be fully complete without the additional advice.

The additional advice normally pertains to the following matters as applicable:

- **Army Activities**
- **Flood Liable Land**
- **Singleton Waste Disposal Depot Landfill/Waste dump impacts**
- **Mining Activities**
- **Drinking Water Catchment**
- **Riparian Lands and Watercourses**
- **Grasslands Provisions**
- **Viticulture Buffer area**
- **Poultry Farming Buffer area**
- **Potential Contaminated Land**
- **Development Applications Determined in the last five years**

State Significant Development

Singleton Local Government Area has many State Significant Developments, one or more of which may apply to this property. Council suggests a search of the Department of Planning State Significant Development site https://www.planningportal.nsw.gov.au/major-projects/assessment/state-significant-development to determine if any of the developments may have an impact on this property.

For further information, please contact Council's Development Assessment unit, within the Planning & Infrastructure directorate on 02 6578 7290.

Issued by Robert Drew
Coordinator Planning and Development
Under delegation by the General Manager
Singleton Council

SINGLETON COUNCIL

Enquiries to: Customer Service
(02) 6578 7290

Council Reference: **22476**
Your Reference: **223519**

13th April 2022

Ariel Conveyancing
PO Box 708
SINGLETON
NSW

Dear Ariel Conveyancing

APPLICATION FOR SEWER SERVICE DIAGRAM AT LOT: 219 DP: 1056926, 1 VICKERS CLOSE HUNTERVIEW 2330

Thank you for your request for a sewer service diagram at the abovementioned property.

Enclosed is a copy of the sewer service diagram.

Also enclosed is a copy of the property's Services Location Diagram.
If you have any further enquiries, please do not hesitate to contact Customer Service on telephone (02) 6578 7290 or email council@singleton.nsw.gov.au.

Yours faithfully

Nicole Lonsdale
Manager Community Service Delivery

SINGLETON SHIRE COUNCIL

PLAN OF SANITARY DRAINAGE

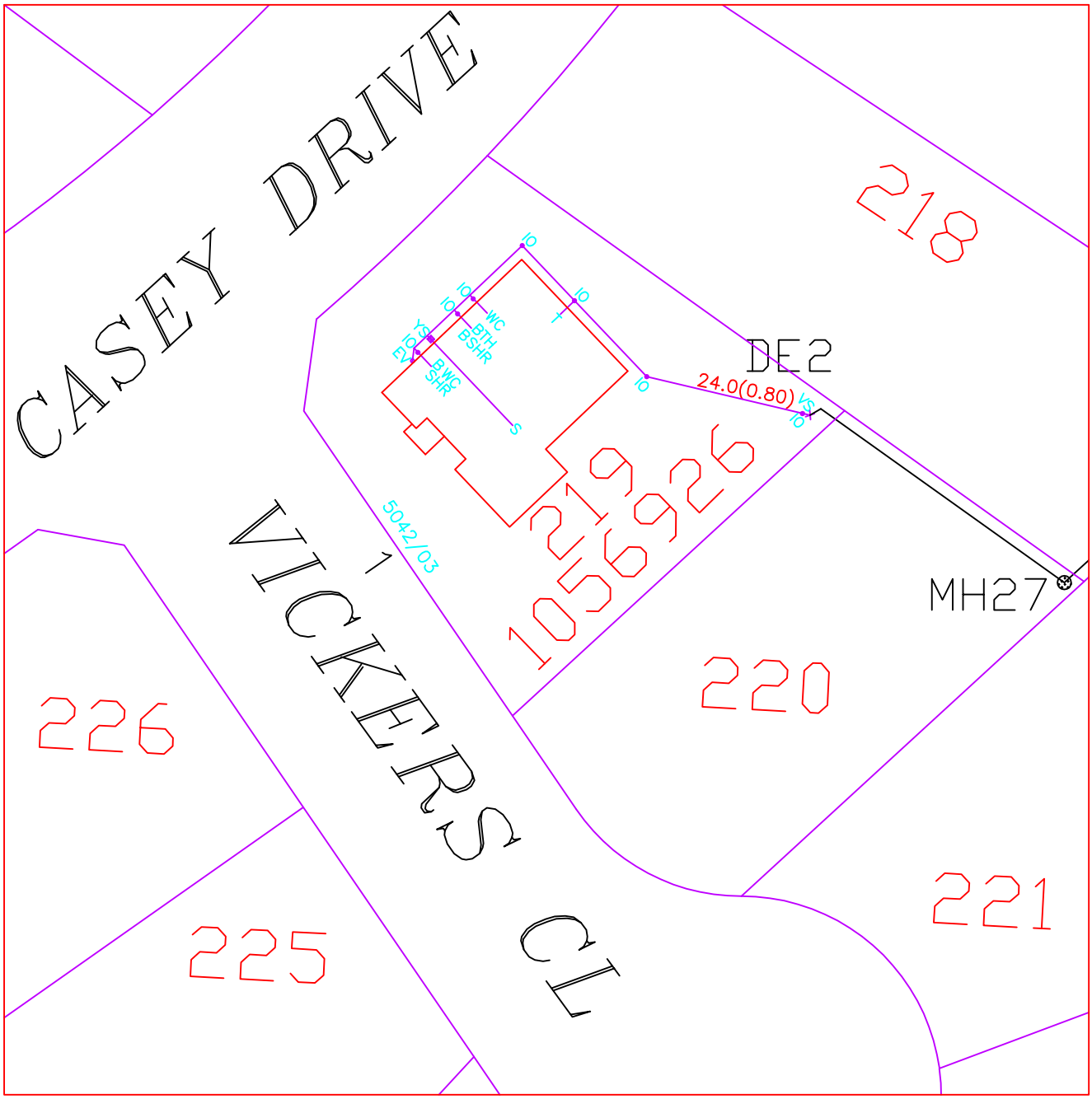
FOR

MR BRIAN HEASLIP
1 VICKERS CLOSE
HUNTERVIEW

Detail Plan No 38129
Drainage Plan No 5042/03
House/Lot No 1/219
DA No 819/2003

SCALE: 1:500

JUNCTION ABOUT 24.0 METRES FROM D/S MANHOLE NO 27 APPROX DEPTH 0.8m



Plastic Drawn by S.Kowalski Date 16/08/04 Permit Number 5042/03

Checked by

Parcel 22476- Service Location Diagram

28.7 0 14.33 28.7 Meters

Date: 13-Apr-2022
Projection: WGS_1984_Web_Mercator_Auxiliary_Sphere

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