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Contract for the sale and purchase of land - 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		phone fax ref
co-agent		ref
vendor	ROCKWORKS HOLDINGS PTY LIMITED (ACN 608 983 25	9)
vendor's solicitor	MAKINSON D'APICE LAWYERS Level 10, 135 King Street, Sydney NSW 2000 GPO Box 495, Sydney NSW 2001 DX 296 Sydney email: mail@makdap.com.au	phone 02 9233 7788 fax 02 9233 1550 ref CAD:TJS:225665
date of completion	35th day after the contract date (clause 15)	
Land (address, plan details and title reference)	Lot, Bella Ridge Estate, Part 1 Gardner Circuit, Sin Registered Plan: Lot in Deposited Plan DP1280257 Folio Identifier DP1280257	gleton Heights NSW 2330
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ ca ☐ none ☐ other:	rspace
attached copies	☑ documents in the List of Documents as marked or number☑ other documents:	red:
A real estate agent is	permitted by legislation to fill up the items in this box in a	a sale of residential property.
inclusions	☐ air conditioning ☐ clothes line ☐ fixed floor covered by the conditioning ☐ blinds ☐ curtains ☐ insect screens ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ other:	erings
exclusions		
purchaser		
purchaser's solicitor conveyancer	email:	phone fax ref
nrioo	¢	
price	\$ (100) 25452	muine complete attends
deposit	\$ (10% of the	price, unless otherwise stated)
balance contract date	*	ne date this contract was made)
CONTRACT GATE	(ii not stated, ti	ie date this contract was made)
Where there is more than	one purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares	
GST AMOUNT (antional) The price includes GST of \$	
22. 7 Copuolidi	, μ	
ouyer's agent		

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

different choice is marked."

SIGNING PAGE

VENDOR		PURCHASER	
Signed by		Signed by	
Vendor		Purchaser	
Vendor		Purchaser	
VENDOR (COMPANY)		PURCHASER (COMPANY)
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
Signature of authorised person	Signature of authorised person	Signature of authorised person	Signature of authorised person
Name of authorised person	Name of authorised person	Name of authorised person	Name of authorised person
Office held	Office held	Office held	Office held

Choices

Vendor agrees to accept a <i>deposit bond</i>	⊠ NO	☐ yes
Nominated Electronic Lodgment Network ELN) (clause 4)PEXA ⊠ NO	□ voe
Manual transaction (clause 30)	(if yes, vendor	☐ yes must provide further details, including any eption, in the space below):
Parties agree that the deposit be invested (clause 2.9)	□NO	yes
Tax information (the parties promise thi	s is correct as t	far as each party is aware)
Land tax is adjustable	□NO	⊠ yes
GST: Taxable supply	□NO	\boxtimes yes in full \square 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 th not made in the course or furtherance of an enterpri by a vendor who is neither registered nor required to GST-free because the sale is the supply of a going GST-free because the sale is subdivided farm land input taxed because the sale if of eligible residential	se that the vend be registered f concern under s or farm land sup	for carries on (section 9-5(b)) or GST (section 9-5(d)) ection 38-325 plied for farming under Subdivision 38-O
Purchaser must make an <i>GSTRW payment:</i> (GST residential withholding payment)	□NO	\boxtimes yes (if yes, vendor must provide further details)
	date, the ver	below are not fully completed at the contract ndor must provide all these details in a cice at least 7 days before the date for
GSTRW payment (GST residential w	vithholding pay	ment) – further details
Frequently the supplier will be the vendor. However entity is liable for GST, for example, if the supplier is a GST joint venture.		
Supplier's name: Rockworks Holdings Pty Limited		
Supplier's ABN: 65 608 983 259		
Supplier's GST branch number (if applicable): N/A		
Supplier's business address: 86 Westmore Drive, West Per	nant Hills NSW	2125
Supplier's representative: alancrowley@optusnet.com.au		
Supplier's contact phone number: 0410 507 900		
Supplier's proportion of GSTRW payment: 100%		
Amount purchaser must pay – price multiplied by the GSTR	<i>W rate</i> (resident	ial withholding rate): the amount equal to 7% of the purchase price
Amount must be paid: ⊠ AT COMPLETION ☐ at another	er time (specify):	
Is any of the consideration not expressed as an amount in m If "yes", the GST inclusive market value of the non-r	•	⊠ NO □ yes eration:

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

List of Documents

General	Strata or community title (clause 23 of the contract)	
Semeral	Strata or community title (clause 23 of the contract) 33 property certificate for strata common property 34 plan creating strata common property 35 strata by-laws 36 strata development contract or statement 37 strata management statement 38 strata renewal proposal 39 strata renewal plan 40 leasehold strata – lease of lot and common property 41 property certificate for neighbourhood property 42 plan creating neighbourhood property 43 neighbourhood development contract 44 neighbourhood management statement 45 property certificate for precinct property 46 plan creating precinct property 47 precinct development contract 48 precinct management statement 49 property certificate for community property 50 plan creating community property 51 community development contract 52 community management statement 53 document disclosing a change of by-laws 54 document disclosing a change in a development or management contract or statement 55 document disclosing a change in boundaries 56 information certificate under Strata Schemes Management Act 2015 57 information certificate under Community Land Management Act 2021 58 disclosure statement – off the plan contract	
☐ 23 clearance certificate ☐ 24 land tax certificate Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure and warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Other 60 Other:	
HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone		
number		
Not applicable.		

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences,

notices, orders, proposals or rights of way involving:

NSW Department of Education APA Group

Australian Taxation Office NSW Fair Trading Owner of adjoining land Council

County Council Privacy

Department of Planning and Environment **Public Works Advisory Department of Primary Industries Subsidence Advisory NSW**

Electricity and gas Telecommunications Land and Housing Corporation Transport for NSW

Local Land Services Water, sewerage or drainage authority

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

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

- If any purchase money is owing to the Crown, it will become payable before 3. 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.
- The vendor should continue the vendor's insurance until completion. If the vendor 5. wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is 6. not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
- 7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
- 8. The purchaser should arrange insurance as appropriate.
- 9. Some transactions involving personal property may be affected by the Personal **Property Securities Act 2009.**
- 10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
- 11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
- 12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

Definitions (a term in italics is a defined term)

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

> adjustment date the earlier of the giving of possession to the purchaser or completion; adjustment figures details of the adjustments to be made to the price under clause 14;

authorised Subscriber a Subscriber (not being a party's solicitor) named in a notice served by a party as

being authorised for the purposes of clause 20.6.8:

the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank

bank, a building society or a credit union;

any day except a bank or public holiday throughout NSW or a Saturday or Sunday: business day

a cheque that is not postdated or stale; cheaue

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:

completion time conveyancing rules deposit-bond

the time of day at which completion is to occur;

the rules made under s12E of the Real Property Act 1900;

a deposit bond or guarantee with each of the following approved by the vendor -

the issuer:

the expiry date (if any); and

the amount;

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);

any discharging mortgagee, chargee, covenant chargee or caveator whose discharging mortgagee

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:

document of title

FCNI

legislation

document relevant to the title or the passing of title; the Electronic Conveyancing National Law (NSW);

electronic document a dealing as defined in the Real Property Act 1900 which may be created and

Digitally Signed in an Electronic Workspace:

a Conveyancing Transaction to be conducted for the parties by their legal electronic transaction

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules;

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;

the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as FRCGW percentage

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:

A New Tax System (Goods and Services Tax) Act 1999; GST Act

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);

the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at GSTRW rate

1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); any mortgagee who is to provide finance to the purchaser on the security of the

incoming mortgagee property and to enable the purchaser to pay the whole or part of the price;

an Act or a by-law, ordinance, regulation or rule made under an Act;

manual transaction a Conveyancing Transaction in which a dealing forming part of the Lodgment Case

at or following completion cannot be Digitally Signed;

normally subject to any other provision of this contract;

participation rules the participation rules as determined by the ECNL;

each of the vendor and the purchaser; party

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*;

populate to complete data fields in the *Electronic Workspace*; 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;

title data the details of the title to the property made available to the Electronic Workspace by

the Land Registry;

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).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by -
 - 2.4.1 giving cash (up to \$2,000) to the *depositholder*,
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*, or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can terminate if -
 - 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to terminate is lost as soon as the deposit is paid in full.

- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

- 3.7 If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original deposit-bond
 - 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor
 - 3.10.1 normally, the vendor can immediately demand payment from the issuer of the deposit-bond; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser
 - 3.11.1 normally, the vendor must give the purchaser any original deposit-bond; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

- 4.1 This Conveyancing Transaction is to be conducted as an electronic transaction unless -
 - 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,

and in both cases clause 30 applies.

- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* 4.2.1 each *party* must
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the electronic transaction
 - 4.3.1 in accordance with the participation rules and the ECNL; and
 - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the ELNO and the Land Registry.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an Electronic Workspace with title data and the date for completion, and invite the purchaser to the Electronic Workspace.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6
 - 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and populate an electronic transfer.
 - 4.7.3 invite any discharging mortgagee or incoming mortgagee to join the Electronic Workspace; and
 - 4.7.4 populate the Electronic Workspace with a nominated completion time.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that
 - 4.11.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
 - 4.11.2 all certifications required by the ECNL are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

- 13 Goods and services tax (GST)
- 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
 - 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
 - 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
 - the parties agree the supply of the property is a supply of a going concern;
 - the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 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
 - the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent
 - 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

Vendor

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

Purchaser

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

17 Possession

- 17.1 Normally, the vendor must give the purchaser vacant possession of the property on completion.
- 17.2 The vendor does not have to give vacant possession if
 - 17.2.1 this contract says that the sale is subject to existing tenancies; and
 - 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
 - in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a party exercises a right to rescind expressly given by this contract or any legislation
 - 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a party can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a party can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to -
 - 20.16.1 any party signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party*'s intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 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

- This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract -
 - 23.2.1 'change', in relation to a scheme, means -
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

Adjustments and liability for expenses

- 23.5 The parties must adjust under clause 14.1
 - 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract
 - 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
 - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of
 - 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if
 - 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
 - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
 - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• Notices, certificates and inspections

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• Meetings of the owners corporation

- 23.17 If a general meeting of the owners corporation is convened before completion
 - 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
 - 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion
 - 24.4.1 the vendor must allow or transfer
 - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest 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
 - at least 2 business days before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion:
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service,
 if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
 - 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
 - 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it)
 - 25.1.1 is under qualified, limited or old system title; or
 - 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document
 - 25.4.1 shows its date, general nature, names of parties and any registration number; and
 - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title -
 - 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
 - 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
 - 25.5.3 *normally*, need not include a Crown grant; and
 - 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title
 - 25.6.1 in this contract 'transfer' means conveyance;
 - 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
 - 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title
 - 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
 - 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
 - 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any document of title that relates only to the property.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

Transfer

- 30.2 Normally, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

• Place for completion

- 30.6 Normally, the parties must complete at the completion address, which is -
 - 30.6.1 if a special completion address is stated in this contract that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place that place: or
 - 30.6.3 in any other case the vendor's *solicitor's* address stated in this contract.
- The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

• Payments on completion

- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque.
- 30.12 If the purchaser must make a GSTRW payment the purchaser must -
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the settlement cheque to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an FRCGW remittance, the purchaser must
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the settlement cheque to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the FRCGW remittance.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

		_
		AS
DAY OF	2022	
	AND MADE BETWEEN R	DAY OF 2022

33. Annexures

The parties acknowledge that annexed to this contract for sale are copies of the undermentioned documents (the "annexures") and the purchaser shall not be entitled to make any objection, requisition or claim for compensation in relation to any matter or thing disclosed in the annexures.

Documents	Annexure
Vendor Disclosure Documents	Α
Proposed water main location plan	В
Proposed stormwater catchments	С
Requisitions	D

34. Miscellaneous

34.1 Definitions

The following definitions apply unless the context, or an express provision in these special conditions, requires otherwise:

Adjoining Owner means the owner of land adjoining or near the Property.

Authority means any government, semi-government, statutory, public or other authority having jurisdiction over the Land or Property.

Contamination means the presence in, on or under the Land of a substance at a concentration above the concentration at which the substance is normally present in, on or under (respectively) land in the same locality, being a presence that presents a significant risk of harm to human health or any other aspect of the Environment.

Council means Singleton City Council.

Development Site means DP1280257 being part of Gardner Circuit, Singleton Heights.

Disclosure Documents means the documents attached in Annexure A.

Environmental Law means any law, whether statue or common law, concerning environmental matters and includes law concerning land use, development, Contamination, pollution, waste disposal, toxic and hazardous substances, conservation of nature or cultural resources and resource allocation and any law relating to exploration for or development of exploitation of any natural resource.

Environmental Liability means any obligation, expense, liability, cost, loss, penalty or fine incurred under or in connection with any Environmental Law including as a result of Contamination.

FIRB means Foreign Investment Review Board.

Land means the land in Folio Identifier DP1280257 which contains the lot is specified on the front page of this contract and identified in the Disclosure Documents.

Property means that part of the Land identified on page 1 hereby sold, subject to this contract.

34.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules for interpretation apply unless the context requires otherwise:

- (a) the singular includes the plural and conversely;
- (b) a gender includes all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued after or pursuant to that statute;
- (f) a covenant, an agreement or acknowledgment on the part of, or in favour of, two or more persons, binds them or enures to their benefit jointly and severally;
- (g) rights under this contract which are capable of applying after completion, continue to apply after completion;
- (h) the vendor does not warrant, promise or represent the accuracy or completeness of any document attached to this contract.
- (i) If the event of any inconsistency between these special conditions and standard clauses 1-32 of the printed contract for sale and purchase of land, these special conditions shall prevail to the extent of such inconsistency.
- (j) Each clause, sub-clause and special condition of the conditions of this contract shall be severable from each other clause, sub-clause and special condition and the invalidity or unenforceability of any clause, sub-clause or special condition for any reason shall not prejudice or in any way effect the validity or enforceability of any other clause, sub-clause or special condition.

35. Amendments to Printed Conditions

- (a) In clause 1 the definitions of:
 - (i) "bank" is amended by deleting the words "a building society or a credit union";
 - (ii) "requisition" is amended by substituting the words "(but the term does not include a claim)" with the words "or claim"; and
 - (iii) "depositholder" is amended by deleting the words "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)" and replacing with the words "vendor's solicitor".
- (b) Clause 2.9 is amended by:
 - (i) deleting the words "If each party tells the depositholder that the deposit is to be invested," and substituting therefor the words:

"If:

- 2.9.1 the deposit is \$50,000.00 or more and the completion date is 42 days or more after the contract date; or
- 2.9.2 each party tells the depositholder that the deposit is to be invested,"
- (ii) inserting the following sentence at the end thereof:
 - "Each party is to provide the depositholder with their tax file numbers at the time that the deposit is being invested."
- (c) Clause 7.1.1 is amended by replacing the reference to "5%" with "1%".
- (d) Clause 7.1.3 is amended by replacing the number "14" with the number "7".
- (e) Clause 7.2.1 is amended by replacing the reference to "10%" with "1%".
- (f) Clause 7.2.6 is amended by inserting the following words at the end of that clause "and the amount held and the net interest must then be paid to the vendor".
- (g) Clause 8.1.1 is amended by replacing the word "reasonable" with "any".
- (h) Clause 8.1.3 is amended by replacing "14 days" with "5 days".
- (i) Clause 8.2 is deleted.
- (j) The first line of clause 10.1 is amended by inserting the words "or delay completion" after the word "terminate".

- (k) The word "substance" is deleted from clauses 10.1.8 and 10.1.9 and substituted by "existence".
- (I) Clause 13 is deleted.
- (m) Clause 14.4 is deleted.
- (n) Clause 14.6 is deleted.
- (o) Clause 14.7 is deleted.
- (p) Clause 16.6 is amended by adding after the word "If" the words "not less than 14 days prior to the completion date".
- (q) Clause 16.8 is deleted.
- (r) Clause 17.2.2 is deleted.

36. Purchaser relies on own enquiries

36.1 Purchaser acknowledgement

The purchaser acknowledges that it relies on its own enquiries in relation to all matters affecting the Property and warrants that it has not been induced to enter into this contract by any express or implied statement, warranty or representation whether oral, written or otherwise made by or on behalf of the vendor in respect of the Property or anything relating to, or which could have an effect on, the Property including, without limitation:

- (a) the compliance with any laws or requirements, whether statutory or otherwise, or the fitness or suitability (for any purpose), of the Property or its improvements;
- (b) any financial return or income derived or to be derived from the Property;
- (c) the state of repair of the Property or the inclusions;
- (d) all restrictions and prohibitions on the development and use of the Property;
- (e) the services available to, or required for the future development of the Property;
- (f) the application of any Environmental Law or Environmental Liability to the Property.

36.2 Purchaser accepts Property

The purchaser accepts the Property in its current condition subject to the details set out in the plans annexed hereto marked "A" to "C" including:

- (a) the condition of the Property at the Contract Date;
- (b) any latent or patent defect in the Property;
- (c) any encroachment by or upon the Property;

- (d) any latent or patent Contamination effecting or emanating from the Property and any Environmental Liability effecting the Property at any time, whether arising from or caused by events that occur before or after the contract date or completion; and
- (e) the nature of the services, the lack of rights or easements for the services, defects in the services or lack of any services;

37. Purchaser's claims

37.1 Purchaser objection

In the event the purchaser makes any objection or requisition, or claim for compensation under this contract or for the vendor to perform work under or as a result of this contract ("Claim") the vendor may either:

- (a) refuse the Claim and otherwise rely on this contract;
- (b) pay the compensation claimed or such lesser amount as may be agreed;
- (c) perform the work; or
- (d) rescind this contract by giving 3 days written notice to the purchaser ("**Rescission Notice**").

37.2 Vendor serves notice

If the vendor serves a Rescission Notice pursuant to clause 37.1(d) and the purchaser does not within 3 days withdraw the claim, clause 50 applies.

38. Adjustments for statutory charges

38.1 Adjustments for Council rates, water rates and land tax

The vendor and purchaser agree that in the event of no separate assessments being issued at the time of completion with respect to Council rates, water rates and/or land tax that the following amounts shall be used to adjust the rates and taxes on completion for the purposes of this contract:

- (a) Council rates \$1,200.00 per annum;
- (b) Water rates \$400.00 per quarter;
- (c) Land tax \$500.00 per annum.

39. Death and Bankruptcy

Without in any manner limiting or restricting any rights or remedies which would have been available to any party at law or in equity had this clause not been included herein, should the Purchaser (or any one or more of them, if a party consists of more than one), prior to completion:

- (a) die or become mentally ill, then the Vendor may rescind this contract by notice in writing forwarded to the solicitor named in this contract as the solicitor for the Purchaser and thereupon the within contract shall be at an end and the provisions of clause 19 and 50 of this contract shall apply; or
- (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented against it or enter into any scheme of arrangement with its creditors under the provisions of the *Corporations Act* 2001, or should any liquidator, receiver or official manager be appointed in respect of the Purchaser, then the Purchaser shall be deemed to be in default hereunder.

40. Notice to Complete

- 40.1 Each party agrees that any notice to complete or any other notice served or given under or relating to this contract shall be adequate as regards time if 14 days from the date of serving such notice is allowed to the other party and such notice may make time of the essence of this contract and of the notice.
- 40.2 In the event that the Vendor serves a notice to complete, the Purchaser must pay to the Vendor by way of an adjustment on completion an additional amount of \$330.00 to compensate the Vendor for the additional legal costs and other expenses incurred by the Vendor as a consequence of the service of such notice.

41. Delayed Completion

- 41.1 If the Purchaser does not complete this contract on or before the date for completion, then on completion the Purchaser must pay to the Vendor interest on the balance of the price from but excluding the date for completion to the date of actual completion at the rate of 8% per annum and adjustments are to be made as at the earliest of the date for completion, the date possession is given to the Purchaser and the date of actual completion.
 - Payment of interest in accordance with this clause is an essential term of this contract. The Purchaser need not pay interest under this clause for any period that the Purchaser's failure to complete is caused solely by the Vendor.
- 41.2 In the event that completion does not take place at the scheduled time on the date for completion, or does not take place at a re-arranged time on that same day, then, in addition to any interest payable pursuant to clause 41.1, the Purchaser must pay to the Vendor by way of an adjustment on completion an additional amount of \$220.00 to compensate the Vendor for the additional legal costs and other expenses incurred by the Vendor as a consequence of such delay.

42. Real Estate Agent

The Purchaser warrants that the Purchaser was not introduced to the Vendor or the property by any agent other than the Vendor's agent or co-agent in circumstances which could give rise to a claim for commission or expenses in relation to the sale of the property by such other agent. The Purchaser indemnifies and agrees to keep indemnified the

Vendor against any claim arising as a consequence of the breach of the warranty. It is acknowledged that this clause shall not merge on completion.

43. Representations

The Purchaser acknowledges that the provisions of this contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether express or implied in any way extending, defining or otherwise relating to the provisions of this contract or binding on the parties hereto with respect to any of the matters to which this contract relates.

44. Land Tax Certificate

Annexed to this contract is a Land Tax Certificate issued under section 47 of the *Land Tax Management Act* 1956. The Vendor does not warrant the accuracy or completeness of the Land Tax Certificate. In the event that the Land Tax Certificate shows a charge on the land then the Vendor will provide the Purchaser with a clear Land Tax Certificate on or before completion. The Purchaser shall not be entitled to make any objection, requisition or claim nor be entitled to rescind this contract in respect of anything disclosed in the Land Tax Certificate.

45. Adjoining Owners

45.1 Minimise disturbance

The purchaser must minimise any noise and other disturbance to residents of neighbouring land and the Adjoining Owners arising from the use or development of the Property.

45.2 Purchaser to comply with restrictions

The purchaser must comply with all relevant restrictions on the use of the Property, noise and other disturbance and parking of vehicles and refrain from doing or permitting anyone to do anything which may amount to a breach of the relevant restrictions, whether the restrictions are imposed under this contract, any property affectation or under any law.

45.3 No objection

The purchaser must not object to any use or proposed development of any of the Development Site.

45.4 Fencing cost

The purchaser must not require the vendor or any successor in title to the vendor of any of the Development Site to contribute to the purchaser's fencing costs on or near the Property.

45.5 Purchaser indemnifies vendor

The purchaser indemnifies the vendor against any and all liability, loss, cost, charges or expenses arising out of or in connection with any breach of the purchaser's obligations under this clause 45.

46. GST

46.1 Interpretation

In this clause 46, 'GST' refers to Goods and Services Tax under A New Tax System (Goods & Services Tax) Act 1999 ("GST Act") and the terms used have the meanings as defined in the GST Act.

46.2 Applicability of GST to the price:

The sale of the Property is a taxable supply; and

- (a) the vendor has determined to apply the margin scheme.
- (b) The purchase price is inclusive of GST.

46.3 Purchaser cannot object to method of treatment for GST purposes

The purchaser is not entitled to object to or make a claim for compensation in relation to the method adopted by the vendor to calculate GST payable in respect of the supply under the contract.

46.4 Payment of GST in relation to adjustments under the contract

- (a) This subclause does not apply to payment of the purchase price.
- (b) If under this contract a party ("the Payer") must make a payment to the other party or a third party ("the Recipient"), the Payer must make the payment and pay an additional amount equal to any GST applicable to that payment.

46.5 Reimbursements (net down)

(a) If a payment to a party under this contract is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount

47. Notices

47.1 Giving notice

A notice under this contract must be signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:

- (a) delivered to that person's address;
- (b) sent by pre-paid mail to that person's address; or
- (c) sent by email.

47.2 Delivery of notice

A notice given to a person in accordance with this clause 47 is given:

- (a) if delivered to a person's address, on the day of delivery if a business day, otherwise on the next business day;
- (b) if sent by pre-paid mail, 2 business days after posting; or
- (c) if sent by email and there is no notice of failure of delivery on the day of transmission if the sent report states that transmission was completed before 5.00 pm on a business day, otherwise at 9.00 am on the next business day.

47.3 Address

For the purpose of this contract, the address of a person is the address set out in this contract or another address of which that person may from time to time notify to the other party.

47.4 Solicitor may give notice

A solicitor engaged by a party to this contract may give or receive notice on behalf of the party that has engaged the solicitor.

48. No merger

Any provision of this contract capable of having effect after the completion date does not merge upon completion but continues in full force and effect.

49. Entire Agreement

The parties agree and declare that there are no conditions, warranties or other terms affecting the sale other than those embodied in this contract and the purchaser shall not be entitled to rely on any representation alleged to have been made by the vendor except such as are made conditions of this contract.

50. Rescission of contract

If either the vendor or the purchaser rescinds this contract pursuant to and in accordance with these special conditions, this contract will be at an end and the vendor must refund any deposit to the purchaser, and (subject to any rights that the vendor may have for breach of this contract) neither the vendor nor the purchaser will have any further liability whatsoever under this contract.

51. Requisitions

The only form of general requisitions on title that the purchaser may make under clause 5 are the Requisitions.

52. Foreign Investments Review Board

52.1 Purchaser warranty

The purchaser warrants to the vendor that the purchaser is entitled to purchase the Property without obtaining the approval from the FIRB ("FIRB").

52.2 Breach of warranty by purchaser

If the purchaser breaches the warranty in clause 52.1 and fails to obtain the required FIRB approval prior to completion, the vendor may terminate the contract for breach of warranty.

53. Marketing, selling and leasing activities

The vendor discloses that in order to market, sell and lease properties within the Development Site as a whole, it and its authorised agents, may throughout the Development Site (but not on the Property):

- (a) place and maintain signs, an office and other facilities;
- (b) dedicate a lot or lots for car parking for the vendor's officers, employees, agents, contractors, invitees and members of the public inspecting the exhibition homes or attending at the office of the vendor; and
- (c) conduct marketing, selling and leasing activities.

The purchaser shall not be entitled to raise any objection, requisition, claim for compensation or be entitled to rescind, terminate or delay completion as a result of the activities being undertaken in accordance with this clause.

54. Guarantee of Company Purchaser

Where the purchaser is a company, it must on entering into this contract procure from not less than 1 director and/or non-corporate shareholder of the company a guarantee of the performance of the purchaser under this contract. The guarantee must be given by the guarantors in the form of the guarantee contained in clause 56.

55. Purchaser acknowledgement

55.1 Purchaser acknowledgement

The purchaser acknowledges and agrees that:

- (a) it has read and considered the Disclosure Documents and is aware of the matters disclosed in these documents and the consequences regarding the Property; and
- (b) it has undertaken the enquiries and investigation it considers necessary to proceed with the purchase of the Property.

55.2 No objections

The purchaser shall not be entitled to raise any objection, requisition, claim for compensation or be entitled to rescind, terminate or delay completion as a result of any of the matters disclosed in the Disclosure Documents.

56. 56.1	This	RANTEE clause applies if the Purchaser is a corporation but does not apply to a corporation on an Australian Stock Exchange. This clause is an essential term of this Contract	
56.2	The word Guarantor means:		
		and	
	•	g two of the directors of the Purchaser or, if the Purchaser is a sole director/secretary oration, the sole director/secretary).	
56.3	If the Guarantor has not signed this clause, the Vendor may terminate this Contract by serving a notice, but only within fourteen (14) days after the Contract date.		
56.4	In consideration of the Vendor entering into this Contract at the Guarantor's request, the Guarantor guarantees to the Vendor:		
	(a)	payment of all money payable by the Purchaser under this Contract; and	
	(b)	the performance of all of the Purchaser's other obligations under this Contract.	
56.5	The C	Guarantor:	
	(a)	indemnifies the Vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the Vendor in connection with or arising from any breach or default by the Purchaser of its obligations under this Contract; and	
	(b)	must pay on demand any money due to the Vendor under this indemnity.	
56.6	The C	Guarantor is jointly and separately liable with the Purchaser to the Vendor for:	
	(a)	the performance by the Purchaser of its obligations under this Contract; and	
	(b)	any damage incurred by the Vendor as a result of the Purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the Vendor.	
56.7	The Guarantor must pay to the Vendor on written demand by the Vendor all expenses incurred by the Vendor in respect of the Vendor's exercise or attempted exercise of any right under this clause.		
56.8	If the Vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the Guarantor's obligations under this clause.		
56.9	The Guarantor's obligations under this clause are not released, discharged or otherwise affected by:		

the release or discharge of any person;

the granting of any time, waiver, covenant not to sue or other indulgence;

(a)

(b)

- (c) an arrangement, composition or compromise entered into by the Vendor, the Purchaser, the Guarantor or any other person;
- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the Vendor by this Contract, a statute, a Court or otherwise;
- (e) payment to the Vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or the winding up of the Purchaser.
- 56.10 This clause binds the Guarantor and the executors, administrators and assigns of the Guarantor.
- 56.11 This clause operates as a Deed between the Vendor and the Guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by	
in the presence of:	
Signature of Witness	Signature
Name of Witness	
SIGNED SEALED & DELIVERED by	
in the presence of:	
Signature of Witness	Signature
Name of Witness	

Annexure A

Vendor disclosure documents



Order number: 71797886 Your Reference: 9615176 06/12/21 12:27



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 112/1256908

 SEARCH DATE
 TIME
 EDITION NO
 DATE

 ---- ---- ----

 6/12/2021
 12:27 PM
 1
 10/2/2020

LAND

LOT 112 IN DEPOSITED PLAN 1256908
AT SINGLETON HEIGHTS
LOCAL GOVERNMENT AREA SINGLETON
PARISH OF DARLINGTON COUNTY OF DURHAM
TITLE DIAGRAM DP1256908

FIRST SCHEDULE

ROCKWORKS HOLDINGS PTY LIMITED

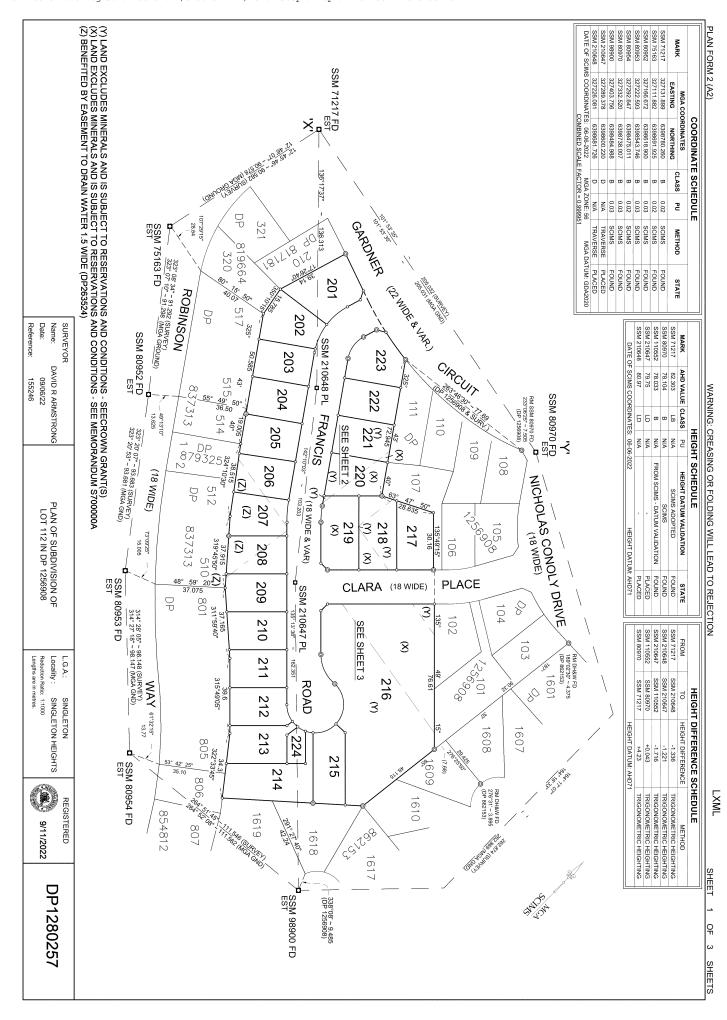
SECOND SCHEDULE (5 NOTIFICATIONS)

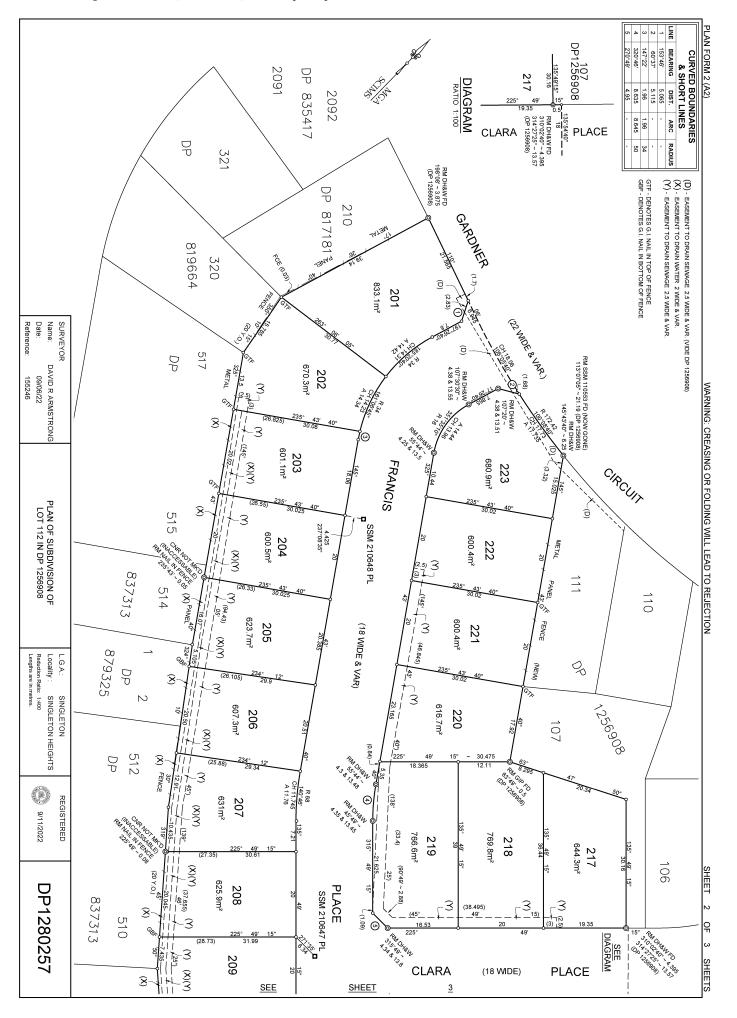
- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM SEE CROWN GRANT(S) AND MEMORANDUM S700000A
- 2 DP263524 EASEMENT TO DRAIN WATER APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 3 DP862153 RESTRICTION(S) ON THE USE OF LAND
- 4 DP862153 EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1256908 EASEMENT TO DRAIN SEWAGE 2.5 METRE(S) WIDE AND VARIABLE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

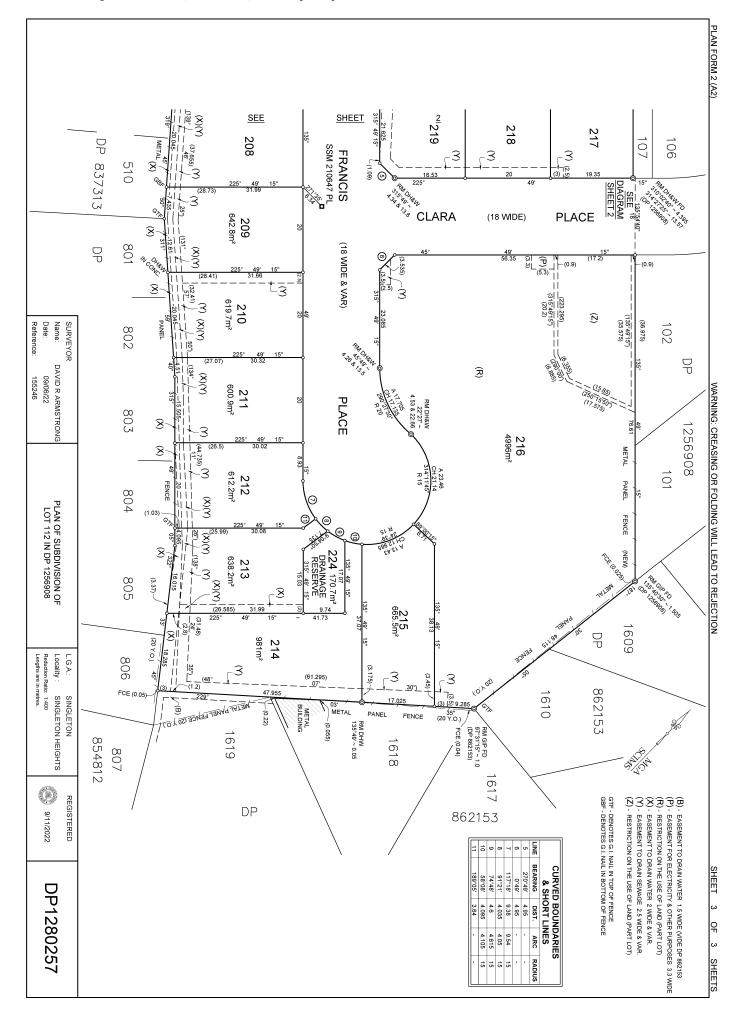
NOTATIONS

UNREGISTERED DEALINGS: PP DP1280257.

*** END OF SEARCH ***







PLAN FORM 6 (2020) WARNING: Creasing or folding will lead to rejection DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 sheet(s) Office Use Only Office Use Only Registered: 9/11/2022 DP1280257 Title System: TORRENS LGA: SINGLETON PLAN OF SUBDIVISION OF LOT 112 IN DP 1256908 Locality: SINGLETON HEIGHTS Parish: DARLINGTON County: DURHAM Survey Certificate Crown Lands NSW/Western Lands Office Approval I, DAVID RAYMOND ARMSTRONG (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the of INTRAX CONSULTING ENGINEERS allocation of the land shown herein have been given. a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: Signature: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 09/06/2022, or File Number: *(b) The part of the land shown in the plan (*being/*excluding ** Office: was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on,..... the part not surveyed Subdivision Certificate was compiled in accordance with that Regulation, or I, HEINRICH GERBER..... *(c) The land shown in this plan was compiled in accordance with the *Authorised Person/*General Manager/*Registered Certifier, certify that Surveying and Spatial Information Regulation 2017. the provisions of s.6.15 of the *Environmental Planning and Assessment* Act 1979 have been satisfied in relation to the proposed subdivision, Datum Line: 'X' - 'Y' new road or reserve set out herein. Type: *Urban/*Rural Signature: The terrain is *Level-Undulating // *Steep-Mountainous. Signature: Registration number: Dated: 09/06/22 Consent Authority: SINGLETON COUNCIL..... Date of endorsement: 03/11/2022 Surveyor Identification No: 8909 Surveyor registered under Subdivision Certificate number: 14.2016.205.2.... the Surveying and Spatial Information Act 2002 Electronic signature affixed by me: File number: DA205/2016 *Strike out inappropriate words. *Strike through if inapplicable. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. Plans used in the preparation of survey/compilation. Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. DP862153 IT IS INTENDED TO DEDICATE CLARA PLACE (18 WIDE) & FRANCIS DP1256908 ROAD (18 WIDE & VAR.) TO THE PUBLIC AS ROAD FRANCIS ROAD WILL STILL BE SUBJECT TO THE EXISTING EASEMENT TO DRAIN SEWAGE 2.5 AND VARIABLE DP1256908 IT IS INTENDED TO CREATE LOT 224 AS A DRAINAGE RESERVE Surveyor's Reference: 155246 Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2019)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only

Registered:



Date of Endorsement: 03/11/2022

Office Use Only 9/11/2022

DP1280257

PLAN OF SUBDIVISION OF LOT 112 IN DP 1256908

Subdivision Certificate number: 14.2016.205.2....

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

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

SCHEDULE OF STREET ADDRESSES

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
201	147	GARDNER	CIRCUIT	SINGLETON HEIGHTS
202	4	FRANCIS	ROAD	SINGLETON HEIGHTS
203	6	FRANCIS	ROAD	SINGLETON HEIGHTS
204	8	FRANCIS	ROAD	SINGLETON HEIGHTS
205	10	FRANCIS	ROAD	SINGLETON HEIGHTS
206	12	FRANCIS	ROAD	SINGLETON HEIGHTS
207	14	FRANCIS	ROAD	SINGLETON HEIGHTS
208	16	FRANCIS	ROAD	SINGLETON HEIGHTS
209	18	FRANCIS	ROAD	SINGLETON HEIGHTS
210	20	FRANCIS	ROAD	SINGLETON HEIGHTS
211	22	FRANCIS	ROAD	SINGLETON HEIGHTS
212	24	FRANCIS	ROAD	SINGLETON HEIGHTS
213	26	FRANCIS	ROAD	SINGLETON HEIGHTS
214	28	FRANCIS	ROAD	SINGLETON HEIGHTS
215	19	FRANCIS	ROAD	SINGLETON HEIGHTS
216	7	CLARA	PLACE	SINGLETON HEIGHTS
217	8	CLARA	PLACE	SINGLETON HEIGHTS
218	10	CLARA	PLACE	SINGLETON HEIGHTS
219	12	CLARA	PLACE	SINGLETON HEIGHTS
220	7	FRANCIS	ROAD	SINGLETON HEIGHTS
221	5	FRANCIS	ROAD	SINGLETON HEIGHTS
222	3	FRANCIS	ROAD	SINGLETON HEIGHTS
223	149	GARDNER	CIRCUIT	SINGLETON HEIGHTS
224		Addre	ss not available	

PLAN FORM 6A (2019) DEPOSITED PLAN AL	DMINISTRATION SHEET Sheet 3 of 3 sheet(s)
Registered: 9/11/2022 Office Use Only	Office Use Only DP1280257
PLAN OF SUBDIVISION OF LOT 112 IN DP 1256908	D1 1200231
Subdivision Certificate number: 14.2016.205.2 Date of Endorsement: 14/10/2022	This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
PURSUANT TO SECTION 88B OF THE CONVEYANCING AN 1. RESTRICTION ON THE USE OF LAND (PART L 2. EASEMENT FOR ELECTRICITY AND OTHER PI 3. RESTRICTION ON THE USE OF LAND 4. POSITIVE COVENANT 5. EASEMENT TO DRAIN WATER (2 WIDE & VAR 6. EASEMENT TO DRAIN SEWAGE (2.5 WIDE & V 7. RESTRICTION ON THE USE OF LAND (PART L EXECUTED PURSUANT TO S.127(1) OF THE CORPORATOR: ROCKWORKS HOLDINGS PTY LTD ACN: 608 983 259 Signature Name Signature Signed in my presence by Alan Clowley, the director of F Holdings PTY LTD who is personally known to me Signature of Witness TWOTHY TAMES STOMM Name of Witness (BLOCK LETTERS)	CT, 1919, AS AMENDED IT IS INTENDED TO CREATE: OT) (R) URPOSES (3.3 WIDE) (P) ABLE) (X) ARIABLE) (Y) OT) (Z) ATIONS ACT 2001

Surveyor's Reference: 155246

(Sheet 1 of 6)

Plan: DP1280257

Plan of Subdivision of Lot 112 in DP1256908 Covered by SC No 14.2016.205.2

Full name and address of the owner(s) of the land:

Authorised Person

Rockworks Holdings PTY LTD ACN 608 983 259 Level 2, 1 Innovation Road, North Ryde

Part 1 (Creation)

Number of Item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	RESTRICTION ON THE USE OF LAND (PART LOT) (R)	216	SINGLETON COUNCIL
2	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (3.3 WIDE) (P)	216	ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385
3	RESTRICTION ON THE USE OF LAND	202-214	SINGLETON COUNCIL
4	POSITIVE COVENANT	202-214	SINGLETON COUNCIL
5	EASEMENT TO DRAIN WATER (2 WIDE & VARIABLE) (X)	Each of lots (203-212) Each of lots (213-214)	Every other lot (202-211) Every other lot (202-213)& SINGLETON COUNCIL
6	EASEMENT TO DRAIN SEWAGE (2.5 WIDE & VARIABLE) (Y)	202-222	SINGLETON COUNCIL
7	RESTRICTION ON THE USE OF LAND (PART LOT) (Z)	216	SINGLETON COUNCIL

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(Sheet 2 of 6)

Plan: DP1280257 Plan of Subdivision of Lot 112 in DP1256908 Covered by SC No .1

PART 2 (Terms)

1. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 1 IN THIS PLAN:

The proprietor of the land hereby burdened shall at all times in respect to the land nominated (R), ensure:

- a) No work within the nominated area.
- b) No building and or auxiliary structure within the nominated area
- c) All vegetation located within the nominated area (R) shall be retained in perpetuity.
- d) The registered proprietor of the burdened land is responsible for the ongoing maintenance and upkeep of the nominated area (R)

2. TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES NUMBERED 2 IN THIS PLAN:

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works in the memorandum.

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 3 IN THIS PLAN:

The registered proprietor shall not make or permit or suffer the making of any alterations to any onsite stormwater detention system which is, or shall be, constructed on the lot(s) burdened without the prior consent in writing of Singleton Council.

The expression "onsite stormwater detention system" shall include all ancillary gutters, pipes, drains, walls, pumps, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks, and surfaces designed to temporarily detain stormwater as well as all surfaces graded to direct stormwater to the temporary storage.

The required 7 cubic metre capacity underground onsite stormwater detention system is detailed on the plans prepared by ACOR Consultants on the 20 July 2017 Ref. G0170227 (Council Record 17/55421). A notation is to be incorporated naming Singleton Council as the only party permitted to vary the restriction.

4. TERMS OF POSITIVE COVENANT NUMBERED 4 IN THIS PLAN:

- 4.1. The registered proprietor hereby burdened will in respect of the onsite stormwater detention system:
 - a) Keep the onsite stormwater detention system clean and free from silt, rubbish and debris;
 - Maintain and repair at the sole expense of the registered proprietors the whole of the onsite stormwater detention system so that it functions in a safe and efficient manner;
 - c) Permit the Council or its authorised agents from time to time and upon giving reasonable notice (but at any time and without notice in the case of an emergency) to enter and inspect the land for the compliance with the requirements of this covenant; and
 - d) Comply with the terms of any written notice issued by the Council in respect of the requirements of this covenant within the time stated in the notice.

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(Sheet 3 of 6)

Plan: DP1280257 Plan of Subdivision of Lot 112 in DP1256908 Covered by SC No 14.2016.205.2

Authorised Person

- 4.2. Pursuant to Section 88F (3) of the Conveyancing Act 1919 the Council shall have the following additional powers:
 - a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary materials and equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to above; and
 - b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (i) Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's employees engaged in effecting the work referred to in (a) above, supervising and administering the said work together with costs, reasonably estimated by the Council, for the use of materials, machinery, tools and equipment in conjunction with the said work.
 - (ii) Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Act or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

This covenant shall bind all persons who are of claim under the registered proprietor(s) as stipulated in Section 88E (5) of the Act.

5. TERMS OF EASEMENT TO DRAIN WATER NUMBERED 5 IN THIS PLAN:

The terms for the Easement to drain water are as per the definition contained within Schedule 8, Part 3 of the Conveyancing Act 1919.

6. TERMS OF EASEMENT TO DRAIN SEWAGE NUMBERED 6 IN THIS PLAN:

The terms for the Easement to drain sewage are as per the definition contained within Schedule 8, Part 4 of the Conveyancing Act 1919.

7. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 7 IN THIS PLAN:

No building shall be erected or allowed to remain on the Lot Burdened unless the building is wholly contained within the nominated area (Z).

Any stormwater from any erected building withing the nominated area (Z) is to be piped and directed towards Clara Place.

XOOO Y

(Sheet 4 of 6)

Plan: DP1280257

Plan of Subdivision of Lot 112 in DP1256908 Covered by SC No 14.2016.205.2

The name of authority whose consent is required to release, vary, or modify the Restrictions numbered 1, 3 & 7, Positive Covenant numbered 4 and Easements numbered 5 & 6 referred to in the plan:

SINGLETON COUNCIL.

Authorised Person

The name of authority whose consent is required to release, vary, or modify the Easement numbered 2 referred to in the plan:

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385

I certify that the authorised delegate pursuant to s.377 Local Government Act 1993 of Singleton Council signed this document.

Signature of Witness

Signature of Authorised Officer

HEINRICH GERBER

Name of Witness

Name of Authorised Officer

12 - 14 Queen St, Singleton,
NSW 2330

Position of Authorised Officer

Address of Witness

I certify that I am an eligible witness and that the delegate signed in my presence.

ACOO Sy

(Sheet 5 of 6)

Plan: DP1280257

Plan of Subdivision of Lot 112 in DP1256908 Covered by SC No ..14.2016.205.2...

Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for

Authorised Person

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044, ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023, ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032, ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 and Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4789 no. 978

sign here ▶	/1/W-	sign here	AA
	Attorney		Attorney
print name	William Close	print name	James Slimnicanovski
Date electronic signature affixed	8.9.22	Date electronic signature affixed	14.9.22
	I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]		I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]
	Lisa Warters		Lisa Warters
	Signature of Witness		Signature of Witness
print name	Lisa Warters	print name	Lisa Warters
print address	24 Campbell St, Sydney	print address	24 Campbell St, Sydney
Date electronic signature affixed	8.9.22	Date electronic signature affixed	14.9.22
	ct requires that you must have known the signato	ory for more	than 12 months or have sighted identifying
documents			
		А	\sim 0

(Sheet 6 of 6)

Plan: DP1280257

Plan of Subdivision of Lot 112 in DP1256908 Covered by SC No .14.2016.205.2

EXECUTED PURSUANT TO S.127(1) OF THE CORPORATIONS ACT 2001 FOR:

ROCKWORKS HOLDINGS PTY LTD ACN: 608 983 259

Signature.

(SOLE) DIRECTOR/ SECRETARY

Signed in my presence by Alan Crowley, the director of Rockworks Holdings PTY LTD who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

LEVEL 10, 135 KING STREET

SYDNEY NSW 2000

Address of Witness

(As registered proprietor(s) of Lot 112 in DP 1256908)

REGISTERED:

Authorised Person

9/11/2022

Harry





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MEMORANDUM

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page(s)), contains the providers which are deemed to be incorporated in such On behalf of the Registrar General I certify that this memorandum (comprising one the reservations, exceptions and provision which are deemed to be set out at length in such folios of the Register as refer to this memorandum. of the Register as refer to this memorandum.

Signature of Authorized Officer

- 1. The reservations and exception to the Crown of:-
 - (a) all minerals which the said land contains.
 - (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Grown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.

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MEMORANDUM

On behalf of the Registrar General

I certify that this memorandum (comprising one page(s)), contains the provident which are deemed to be face provided the reservations, exceptions and provisions which are deemed to be set out at length in such folies I certify that this memorandum (comprising as refer to this memorandum. of the Register as refer to this memorandum.

Signature of Authorised Officer

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- 1. The reservation and exception to the Crown of:-
 - (a) all minerals which the said land contains.
 - (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.
- WHEREAS .. 2. Provision for subsidence.
 - (a) mining operations may have been and may be carried on upon and in the land below the said land and the lands adjoining the said land and the land below the same: and

(b) metals and minerals may have been and may be removed therefrom

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way of injunction or otherwise against the Crown or any lesses or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Crown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatseevex any part of the land and/or the surface thereof.

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REGISTRAR GENERAL. LODGED BY

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Registrar General

RP 61





MEMORANDUM

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On behalf of the Registrar General I certify that this memorandum (comprising

page(s)), contains the provisions which are deemed to be incorporated in such one the reservations, exceptions and provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

- 1. The reservation and exception to the Crown of:-
 - (a) all minerals which the said land contains,
 - (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.
- If the registered proprietor does not 2. Provision for forfeiture: pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Crown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in such case it shall be lawful for the said land to be forfeited to the Crown.

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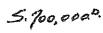
Registrar General

RP 63





MEMORANDUM





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office use only

Signature of Authorised Officer

Intert name of relevant back, building reclesy, or other mortgages lessor, firm 44.

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On behalf of the Registrar General, I certify that this memorandum (comprising one page(s)), contains the provisions which are deemed to be set out at length in such folios of the Register as refer to this memorandum.

To be signed by the authorized officer the lesser, more-market, charges are

1. The reservation and exception to the Crown of

- (a) all minerals which the said land contains.
- (b) all such parts and so much of the land as may thereafter be required for public ways in over and through the same by the Crown with full power for the Crown and such person or persons as shall be duly authorised in that behalf to make and conduct all such public ways and the right of full and free ingress egress and regress into out of and upon the land for the purpose aforesaid.
- 2. Provision for forfeiture: If the registered proprietor does not pay the rent referred to in the folio of the Register together with any other moneys and any interest on such moneys that may be payable or become payable to the Grown under any Act or does not perform or observe the provisions and conditions referred to in the folio of the Register or any of them then and in any such case it shall be lawful for the said land to be forfeited to the Grown.

3. Provision for subsidence. WHEREAS -

- (a) mining operations may have been and may be carried on upon and in the land (below) the said land and the lands adjoining the said land and the land below the same; and
- (b) metals and minerals may have been and may be removed therefrom,

the said land is subject to the condition that neither the person or persons registered as proprietor of the land on creation of a folio of the Register or to whom the land is sold, leased or otherwise disposed of by way of transfer, nor his her their or its sequels in title shall be entitled to make or prosecute any claim for damages or take any proceedings either by way or injunction or otherwise against the Crown or any lessee or lessees under any Mining Act or Acts of the State of New South Wales or his or their executors administrators or assigns for or in respect of any damage or loss occasioned by the letting down subsidence or lateral movement of the land or otherwise howsoever by reason of the following Acts and matters that is to say by reason of the Grown or any person on its behalf or any lessee or lessees as aforesaid or his or their executors administrators or assigns having worked or now or hereafter working any mines or having carried on or now or hereafter carrying on mining operations or having searched for worked won or removed or now or hereafter searching for working winning or removing any metals or minerals under in or from the land below the land or on in under or from any other lands situated laterally to the land and the land below the same and whether on or below the surface of such other lands and it is expressly reserved unto the Crown the liberty and authority by reason of the Acts and matters aforesaid or in the course thereof for the Crown and any person on its behalf and any lessee or lessees as aforesaid and his or their executors administrators and assigns to from time to time let down without payment of any compensation whatsoever any part of the land and/or the surface thereof.

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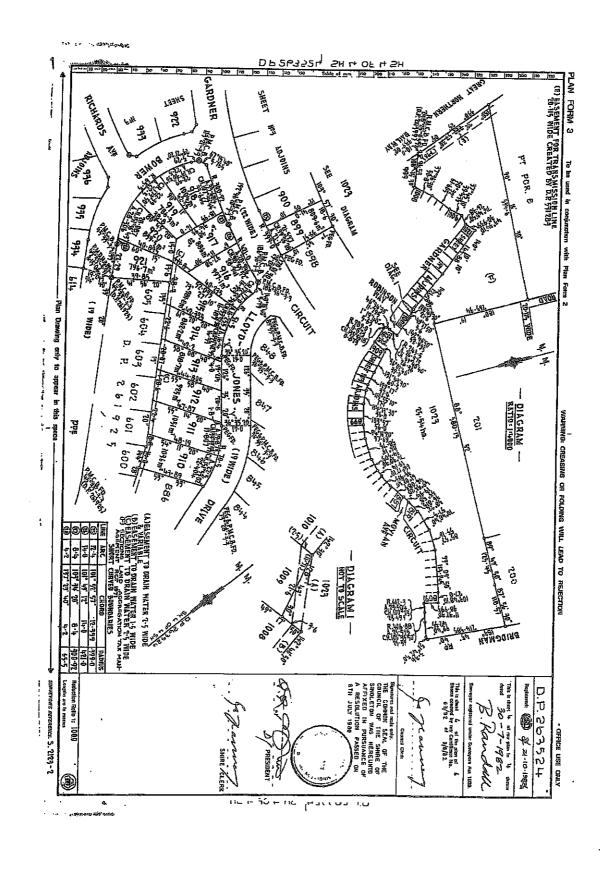
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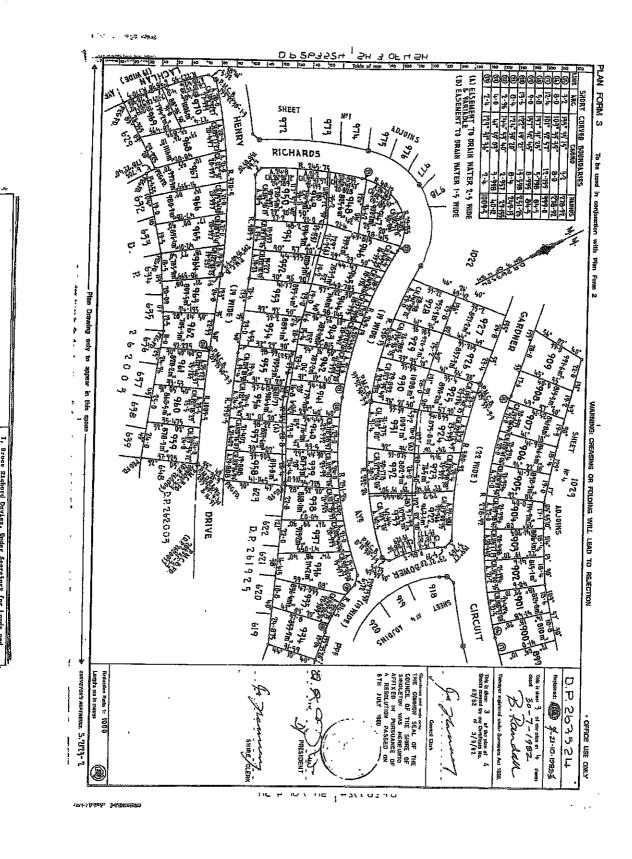
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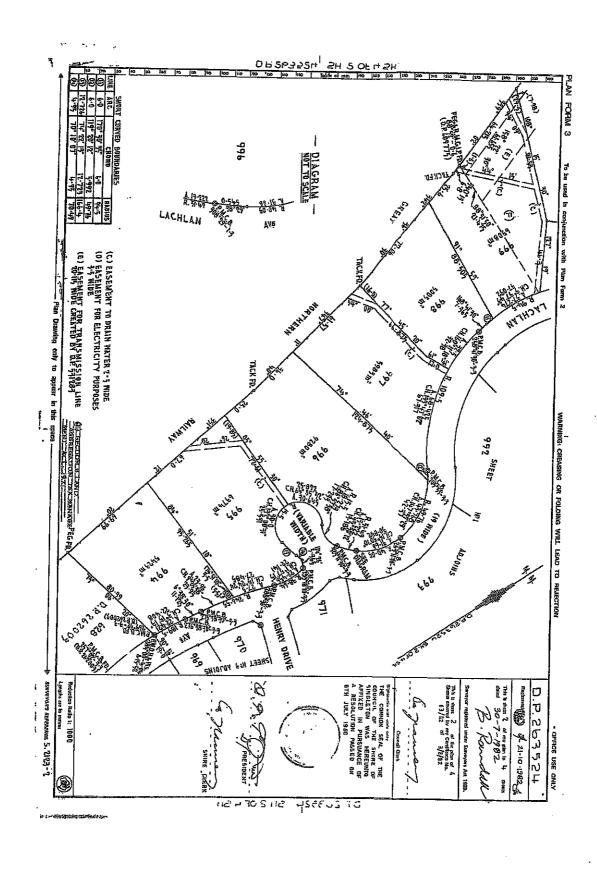
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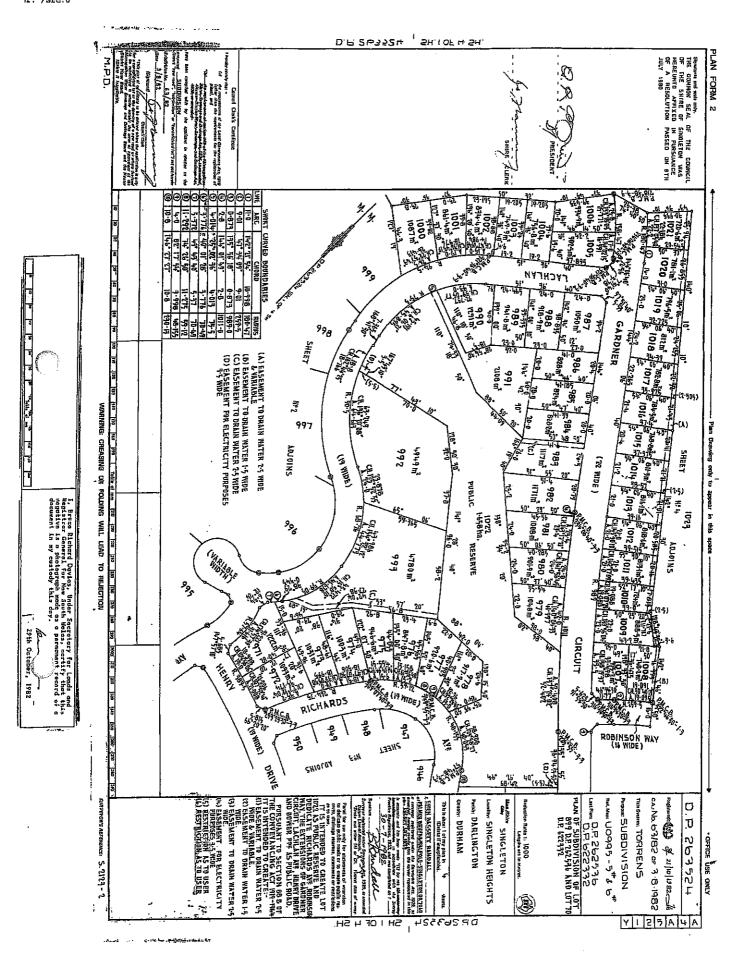
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Ragistrar General









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AMENDMENTS AND/OR ADDITIONS MADE ON PLAN IN THE LAND TITLES OFFICE

955 956 957 958	952 951 949	924 923 922	1023	1009	1010	1012	1013	1014	1015	1016	1017	1018	1019	1021 1020	Lots burdened	Schedule of l	1. Identity of easement or restriction firstly referred to in above mentioned plan:-	Full name and address of proprietor of the land	Plan U::263524	
954, 955 954, 955, 956 954, 955, 956, 957 Janaan 954, 955, 956, 957	953 953, 952 953, 952, 951	925 925, 924 925, 924, 923	16,1015,1	ncil of the 016,1015,1014 a Council of	1018,1017,1016,1015 he Council of the 6 1018,1017,1016,1015	1019,1018,1017,1016,	and The Council of the Shire of Singleton.	TOWNELL OF THE SOLE OF SAMPLETON. 1921,1020,1019,1018,1017,1016,1015 and	or the sate of singleton. 1021,1020,1019,1018,1017,1016, and The	21,1020,1019,1	1021,1020,1019,1018 and The Council of	1021,1020,1019 and The Council of the	1021,1020 and The Council of the Shire of	The Council of the Shire of Singleton 1921 and The Council of the Shire of	s, name of road, or Authority, benefited.	lots, etc. affected	Dasement to drain water 2.5 wide, and wariable.	The Council of the Shire of Singleton, Queen Street, Singleton.	Subdivision covered by Council Clerks Certificate	PART 1

INSTRUMENT SETTING OUT TERMS OF BASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO

10253524	Lengths are in Metres.	SECTION SEE OF THE CONVEYANCING ACT, 1919
Subdivision covered by Council Clerks Certificate No.63/82of 3/8/82.	Sheet 2 of 4 Sheats.	EYANCING ACT, 1919

Lengths are in Metres.

Sheet 1 of 4 Sheets.

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Identity of easement or restriction secondly referred to in above-mentioned plan:
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Easement to drain water 1.5 wide.

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3. Identity of easement or restriction thirdly referred to in abovementioned plan:	949	933	TOD8	Lots burdened	Schedule
<u>or</u> Easement to drain water 2.5 wide.	953,952,951	925,924,923,922	1021,1020,1019,1018,1017,1016,1015,1014,1013, 1012,1011,1010,1009,1023 and The Council of the Shire of Singleton.	Lots, name of road, or Authority, benefited	Schedule of lots, etc. affected

	ņ	
	Identity of easement or restriction thirdly referred to in above-mentioned plan:	949
Schedule of lots, etc. affected.	easement or thirdin	953,952,951
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917 915 914 913 912 912 911	. 999	997	995	566	583	Lots burdened	
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referred to in above- mentioned plan:	restriction fourthly
3.5 wide.	Basement
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Schedule of lots, etc. affected.

Lots, name of road, or Authority, benefited.

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The Shortland County Council.
The Shortland County Council.

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PLAN IN THE LAND TITLES OFFICE MO ENTER ANDITIONS MADE ON

Plan

DP 263524

Langths are in Metres.

Identity of easement or restriction fifthly referred to in above-mentioned plan:

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Sheet 3 of 4 Sheets.

Subdivision covered by Council Clerks Certificate No. 63/82 of 3/8/82.

Restriction as to user.

Lots burdened Schedule of lots, etc. effected. Lots, name or road, or Authority, benefited.

927 to 928 inclusive 977 to 983 inclusive 991 to 993 inclusive

6. Identity of easement or restriction sixthly referred to in above-mentioned plan:

Schedule of lots, etc. affected.

Restriction ĝ f The Council of the Shire of Singleton.

The Council of the Shire of Singleton.

<u>lots, name of road, or Authority, benefited.</u>

899 to 1021 inclusive Lots burdened

PART 2

Term of ensement for electricity purposes 3.5 wide fourthly referred to in abovementioned plan:

a) To install 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." Reserving to and in favour of the Shortland County Council for the purpose of enabling the supply of electricity full right and liberty:-

b) For the purpose aforesaid for the said Shortland County Council and or by its authorised servants from time to time and at all reasonable times to enter into end upon the said land and to pass and repass over the same for all purposes whatsowever connected with the rights greated by Paragraph (a) hereof.

Term of restriction fifthly referred to in abovementioned plan:-

Wo fencing or retaining wall shall be erected on the common boundary with lot 1022 unless the written consent of the commol of the Shire of Singleton has been obtained as to the height material and type of construction to be used.

INSTRUMENT SETTING OUT TERMS OF PASSMENTS AND RESTRICTIONS SECTION ESSA OF THE CONVEYANCING ACT, 1919 SECTION ESSA OF THE CONVEYANCING ACT, 1919

Lengths are in Metres.

Plan T65677

Subdivision covered by Council Clerks Certificate No. 63/82 of 3/8/82.

Sheet 4 of 4 Sheets

Ξ Terms of restriction sixthly referred to in abovementioned plan:

No building shall be erected or used otherwise than as a single private dealing house unless the written consent of the Shire of Singleton is first obtained and where such consent is granted the building is exected and used in conformity with the conditions set out in such consent. No fencing is to be erected on any lot unless it is exected without expense to the Council of the Shire of Singleton.

No fencing exected on the street alignment of any lot or within six (i) metres of the street alignment shall be more than three quarters (3/4) of a metre in height without first obtaining the written consent of the Council of the Shire of Singleton. No building shall be used for residential purposes unless there is constructed sufficient concrete traffic strips across the footpath extending from the boundary of the lot to the kerb opposite thereto and together with a concrete layback in the kerb.

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3 2

Name of nerson empowered to release wary of modify restrictions fixthin, aecondin, thirdin, fourthiny, fifthin, and sixthin referred to in abovementioned plan:

The COMMON SEAL of the COUNCIL OF THE SHIRE OF SINGLETON was hereunto affixed in pursuance of a resolution passed on the 8th July, 1980.



SHIRE CLERK.

O PRESIDENT.

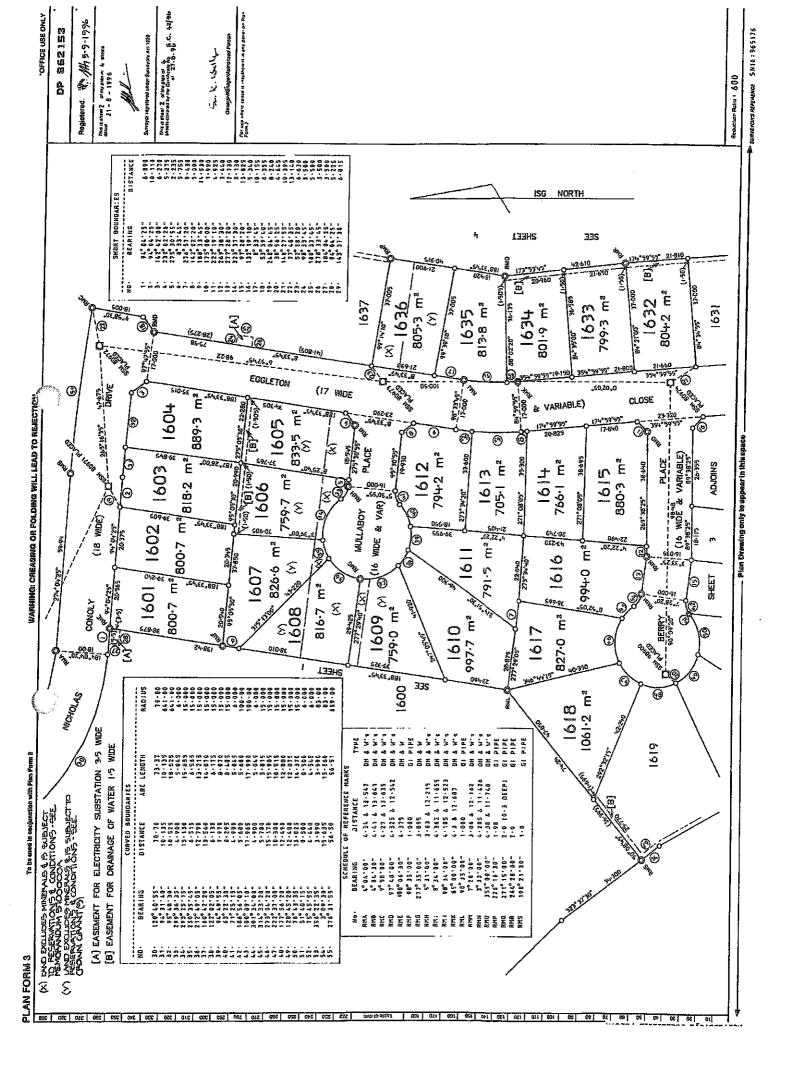
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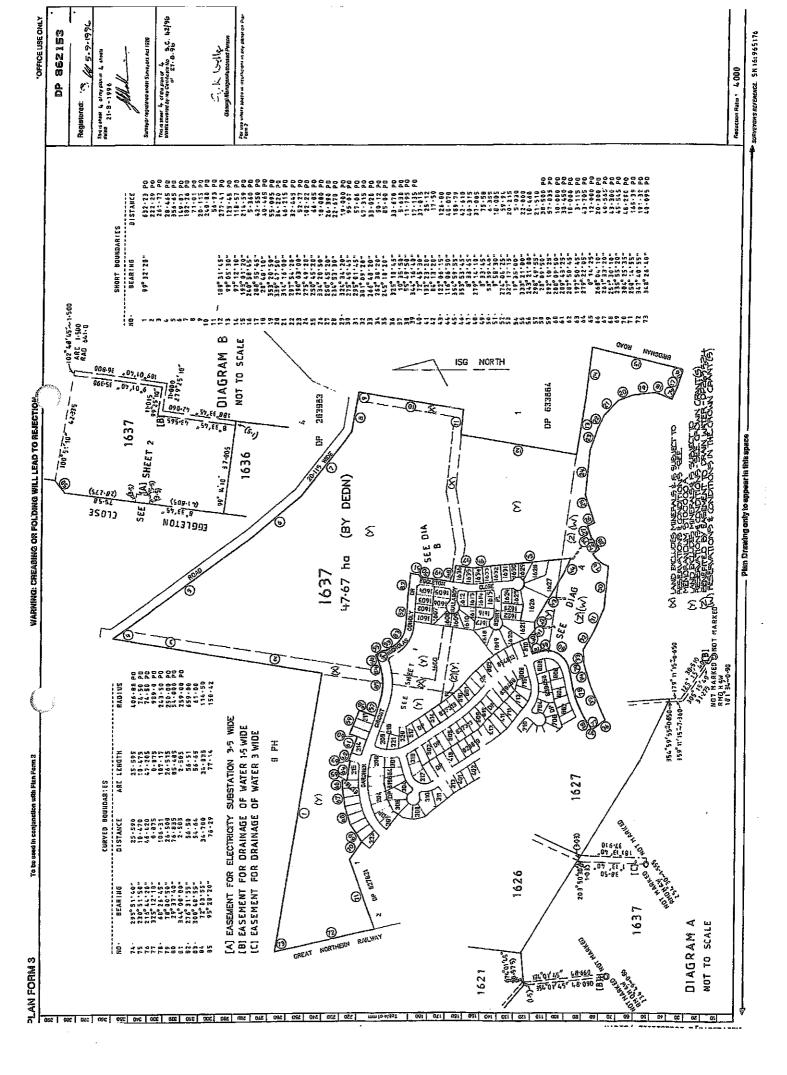
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INSTRUMENT SETTING OUT TERMS OF RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Sheet 1 of 5 sheets

PART 1

DP 862153

Subdivision covered by Council Clerk's

Certificate No. SC 42 /96 of 1996.

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND: Singleton Shire Council of Queen Street, Singleton NSW 2330

IDENTITY OF RESTRICTION 1. FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN:

Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

LOTS BURDENED

LOT, NAME OF ROAD, OR **AUTHORITY BENEFITED**

1600

Singleton Shire Council

2. **IDENTITY OF RESTRICTION** SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN:

Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

LOTS BURDENED

LOT, NAME OF ROAD, OR **AUTHORITY BENEFITED**

1601 - 1636 inclusive,

Singleton Shire Council

IDENTITY OF RESTRICTION 3. THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN:

Restriction as to User

SCHEDULE OF LOTS ETC. AFFECTED

LOTS BURDENED

LOT, NAME OF ROAD, OR **AUTHORITY BENEFITED**

1626 & 1627

Singleton Shire Council

DP862153

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

Sheet 2 of 5 sheets

4. IDENTITY OF EASEMENT FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN:

Easement for Drainage of Water 3.0 wide

SCHEDULE OF LOTS ETC. AFFECTED

LOTS BURDENED

THE STREET WEST TO BE STORED BY STREET

LOT, NAME OF ROAD, OR AUTHORITY BENEFITED

1626 & 1637

Singleton Shire Council

5. <u>IDENTITY OF EASEMENT</u>
<u>FIFTHLY REFERRED TO IN</u>
ABOVEMENTIONED PLAN:

Easement for Drainage of Water

TO THE STANKE OF THE STANKE AT

1.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

TO 12 BOKDEVED	LOI, NAME OF ROAD, OR
	AUTHORITY BENEFITED
1605 /	1606 - 1607
1606 /	1607
1619⁄	1600, 1618
1620/	1600, 1618 - 1619
1621/	1600, 1618 - 1620
1627	1628 - 1635
1628 /	1629 - 1635
1629 ·	1630 - 1635
1630 /	1631 - 1635
1631	1632 - 1635
1632 /	1633 - 1635
1633 1	1634 - 1635
1634	1635
1637	1600, 1618 - 1621
1637	1636
1637	1627 - 1635

6. <u>IDENTITY OF EASEMENT</u>
SIXTHLY REFERRED TO IN
ABOVEMENTIONED PLAN:

Easement for Electricity Substation 3.5 wide

SCHEDULE OF LOTS ETC. AFFECTED

LOTS BURDENED

LOT, NAME OF ROAD, OR AUTHORITY BENEFITED Energy Australia

1600 & 1637

DP 862153

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

Sheet 3 of 5 sheets

PART 2

1. TERMS OF RESTRICTION AS TO USER FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

- a) That so long as Singleton Shire Council or its assigns other than Purchasers on sale shall be the owner of land adjoining the said lots no fence shall be erected to divide such lot from the adjoining land without the consent of Singleton Shire Council, but such consent shall not be withheld if such fence is erected without expense to Singleton Shire Council.
- b) No property boundary fence shall be constructed out of any material other than one or more of brick, concrete panel, sawn timber posts, treated timber logs, steel posts, concrete posts with plain wire, wire netting, sawn or split timber rails or palings, or pre coated steel profile sheeting.
- c) The roof of any building or structure erected on any lot hereby burdened shall not be of corrugated metal or corrugated cement sheeting, except for pre-coated or baked enamel, vinyl or polyester film corrugated or profile steel roofing.
- d) No earth, stone, gravel or tree shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or construction or to facilitate all reasonable landscaping of the allotment. No lot shall be permitted to or appear to remain in an excavated or quarried state.
- e) No fuel storage tanks (except for oil heating purposes) shall be placed upon or permitted to remain an any lot burdened.
- f) No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.

Any release, variation or modification of these restrictions shall be made in all respects at the cost and expense of the persons requesting the same.

2. TERMS OF RESTRICTION AS TO USER SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

- a) That so long as Singleton Shire Council or its assigns other than Purchasers on sale shall be the owner of land adjoining the said lots no fence shall be erected to divide such lot from the adjoining land without the consent of Singleton Shire Council, but such consent shall not be withheld if such fence is erected without expense to Singleton Shire Council.
- b) No property boundary fence shall be constructed out of any material other than one or more of brick, concrete panel, sawn timber posts, treated timber logs, steel posts, concrete posts with plain wire, wire netting, sawn or split timber rails or palings, or pre coated steel profile sheeting.
- No residential building shall be erected on any lot burdened with external walls other than of brick, brick veneer, or stone, glass, concrete, timber, fibro cement or any combination of the same provided that fibro cement shall not be in external walls except as infill panels in conjunction with all or any of the other materials herein before specified and the proportion of fibro cement so used in relation to the total external wall area shall not exceed twenty five percent (25%) thereof.



SETTING OUT TERMS OF RESTRICTIONS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919.

Sheet 4 of 5 sheets

- ď) The roof of any building or structure erected on any lot hereby burdened shall not be of corrugated metal or corrugated cement sheeting, except for pre-coated or baked enamel, vinyl or polyester film corrugated or profile steel roofing.
- e) Any main dwelling erected upon any lot hereby burdened shall have a minimum floor area including walls of at least 110 square metres.
- No buildings shall be constructed upon the subject land from other than new materials without f) the written consent of Singleton Shire Council and no existing building shall be removed to or relocated upon the subject land.
- g) No earth, stone, gravel or tree shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or construction or to facilitate all reasonable landscaping of the allotment. No lot shall be permitted to or appear to remain in an excavated or quarried state.
- No fuel storage tanks (except for oil heating purposes) shall be placed upon or permitted to h) remain an any lot burdened.
- i) No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out on any lot burdened.
- With the exception of vehicles used in connection with the erection of a building on any lot j) burdened no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened.

Any release, variation or modification of these restrictions shall be made in all respects at the cost and expense of the persons requesting the same.

TERMS OF RESTRICTION AS TO USER THIRDLY REFERRED TO IN THE 3. ABOVEMENTIONED PLAN:

No buildings, fencing, retaining structures or landscaping works shall be constructed upon the a) subject land such that the overland flow of excess or surcharging stormwater is obstructed.

SIXTHLY TERMS OF EASEMENT FOR ELECTRICITY SUBSTATION 3.5 WIDE FIFTHLY 4. REFERRED TO IN THE ABOVEMENTIONED PLAN:

Reserving to and in favour of Energy Australia for the purpose of enabling the supply of electricity full right and liberty:-

- a) To install 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 therin referred to as "Easement for **Electricity Substation**"
- b) For the purpose aforesaid for the said Energy Austraila and or its authorised servants from time to time and ay 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.



DP862153

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

Sheet 5 of 5 sheets

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS AS TO USER FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Singleton Shire Council

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS AS TO USER SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Singleton Shire Council

NAME OF PERSON EMPOWERED TO RELEASE, VARY OF MODIFY THE RESTRICTIONS AS TO USER THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Singleton Shire Council

NAME OF PERSON EMPOWERED TO RELEASE, VARY OF MODIFY THE EASEMENT FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Singleton Shire Council

NAME OF PERSON EMPOWERED TO RELEASE, VARY OF MODIFY THE EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Singleton Shire Council

NAME OF PERSON EMPOWERED TO RELEASE, VARY OF MODIFY THE EASEMENT SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

SINGLETON

COUNCIL

1993

Energy Australia

THE COMMON SEAL of SINGLETON SHIRE COUNCIL was hereto affixed on the 27th as 100 cm.

of August 1996 in pursuance of a resolution passed at a Meeting of the Council held on the 18th

day of October, 1993

Neil. 10 M. Nange

MAYOR

GENERAL MANAGER

REGISTERED @ 15-9-19%

PLAN FORM 6 (2017) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 3 Sheet(s) Office Use Only Registered: 10/002/2020 Title System: TORRENS PLAN OF SUBDIVISION OF LOT 1600 IN D.P.862153 LGA: SINGLETON Locality: SINGLETON HEIGHTS Parish: DARLINGTON County: OURHAM Co				ePlan				
Title System : TORRENS PLAN OF SUBDIVISION OF LOT 1600 IN D.P.862153 LGA: SINGLETON Locality: SINGLETON HEIGHTS Parish: DARLINGTON County: DURHAM Crown Lands NSW / Western Lands Office Approval Lance of 12 vinNaM ROAD, Erina NSW 2250 as surveyor registered under the Surveying and Spetial information Act 2002, entity that: (a) The land afterwin in the plan was surveyed in accordance with the Surveying and Spetial information Progration 2017, is accorded and the survey was completed on C.2. / C.P. /	PLAN FORM 6 (2017)	DEPOSITED PLAN AD	MINISTRATION SHEET	Sheet 1 of 3 Sheet(s)				
PLAN OF SUBDIVISION OF LOT 1600 IN D.P.862153 LGA: SINGLETON Locality: SINGLETON HEIGHTS Parish: DARLINGTON County: DURHAM Crown Lands NSW / Western Lands Office Approval Locality: SINGLETON HEIGHTS Parish: DARLINGTON County: DURHAM Crown Lands NSW / Western Lands Office Approval Locality: Durham Road, ERINA NSW 250 a surveyor registered under the Surveying and Spetial Information Act 2002, early that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spetial Information Regulation 2017, is accurate and the survey was completed on 240-212, or 2(a) The part of the land shown in the plan of being! executing and leaving was completed on 240-212, or 2(b) The part of the land shown in the plan of being! executing and leaving was completed in granadiate with the Regulation, or (c) The land Strom in the plan was completed in accordance with the Surveying and Spetial Information Regulation, 2017, the part surveying and Spetial Information Act 2002 Surveyor identification No. 1261 Surveyor grietered depor the Surveying and Spetial Information Act 2002 *Site and inspropriete words. *Site and inspropriete words. *Stream Authority: Single Information to dedicate public roads, oreate public reserves and drainage reserves, acquirelensume land. LP 817/81 DP 819664 DP 819664 DP 819664 DP 8196612 PUBLIC AS PUBLIC ROAD.	Registered : 10/02			, 				
SUBDIVISION OF LOT 1600 IN D.P.862153 Locality: SINGLETON HEIGHTS Parish: DARLINGTON County: DURHAM Crown Lands NSW / Western Lands Office Approval (Authorised Consultants of 12 VINANI ROAD, ERNA HSW 2250) as surveyor registered under the Surveying and Spatial Information Act 2002, certify that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 2017, is accurate and the survey was completed on 2017, is accurate and the survey was completed on 2017, in part surveyed was surveyed in accordance with that Regulation, or (c) The Jand Shown in this plan was completed in accordance will the Surveying and Spatial Information Regulation 2017. Detum Line: X SSM 7/1217 - YINGLINGTON 2017 The terrain is Level-by Judating /*Steep Mountainous Signature:	Title System : TORRENS	S	DP12	56908				
IAN LLOYD HARVEY of Intrax Consultants of 12 WINAN ROAD, ERINA NSW 2250 Surveyor registered under the Surveying and Spatial Information Act 2002, certify that: (a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on		1600 IN D.P.862153	Locality: SINGLETON HEIGHTS Parish: DARLINGTON					
** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey. ** Strike through if inapplicable. ** Strike through if i	I, IAN LLOYD HARVEY of Intrax Condorf 12 WINANI ROAD, ERINA NSW 22 a surveyor registered under the Surveyor, certify that: *(a) The land shown in the plan was Surveying and Spatial Information and the survey was completed of the land shown in the was surveyed in accordance will Information Regulation 2017, the survey was completed on, was compiled in accordance will the land shown in this plan was Surveying and Spatial Information Datum Line: X'SSM 71217 - Y'Type: *Urban/*Rural The terrain is *Level Undulating /*Ste Signature:	eying and Spatial Information Act surveyed in accordance with the on Regulation 2017, is accurate on 02/09/19, or e plan (*being/* excluding** the Surveying and Spatial e part surveyed is accurate and the the part not surveyed in that Regulation, or a compiled in accordance with the on Regulation 2017. The Mountainous Dated: 11/09/19	Crown Lands NSW / Western Lands Office Approval					
D.P.817181 D.P.819664 D.P.837313 D.P.854812 and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE CLARA PLACE 18 WIDE TO THE PUBLIC AS PUBLIC ROAD.	** Specify the land actually surveyed or sp	ecify any land shown in the plan that	* Strike through if inapplicable.					
Surveyor's Reference: 109048 REPORT Signatures, Seals and Section 88B Statements should appear on	D.P.8 D.P.8 D.P.8 D.P.8 D.P.8	17181 19664 37313 54812 52153	and drainage reserves, acquire/resum IT IS INTENDED T CLARA PLACE 1 THE PUBLIC AS P	e land. O DEDICATE 8 WIDE TO UBLIC ROAD.				

PLAN FORM 6A

ePlan

PLAN FORM 6A (2018)

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 3 Sheet(s)

Registered:



10/02/2020

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOT 1600 IN D.P.862153

Subdivision Certificate Number: 14:2016:2015

Date of Endorsement: 24 Decamber 2019

DP1256908

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

- A schedule of lots and addresses See 60(c) SS1 Regulation 2017
- Statement of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet
 1 of the administration sheets.

Lot No.	Street No.	Street Name	Street Type	Locality
101	3	CLARA	PLACE	SINGLETON HEIGHTS
102	5	CLARA	PLACE	SINGLETON HEIGHTS
103	10	NICHOLAS CONOLY	DRIVE	SINGLETON HEIGHTS
104	1	CLARA	PLACE	SINGLETON HEIGHTS
105	2	CLARA	PLACE	SINGLETON HEIGHTS
106	4	CLARA	PLACE	SINGLETON HEIGHTS
107	6	CLARA	PLACE	SINGLETON HEIGHTS
108	157	GARDINER	CIRCUIT	SINGLETON HEIGHTS
109	155	GARDINER	CIRCUIT	SINGLETON HEIGHTS
·110	153	GARDINER	CIRCUIT	SINGLETON HEIGHTS
111	8	CLARA	PLACE	SINGLETON HEIGHTS

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

- 1. EASEMENT TO DRAIN WATER 1.5 WIDE
- 2. EASEMENT TO DRAIN SEWAGE 2.5 WIDE & VANABUE
- 3. RESTRICTION AND THE USE OF LAND.
- 4. RESTRICTION THE USE OF LAND.
- 5. RESTRICTION ON THE USE OF LAND.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 109048 REPORT

ePlan
PLAN FORM 6A (2018) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 Sheet(s)

Registered :

10/02/2020

Office Use Only

Office Use Only

PLAN OF

SUBDIVISION OF LOT 1600 IN D.P.862153

Subdivision Certificate Number : 14 · 2016 : 205

Date of Endorsement: 24 December 2019

DP1256908

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

- A schedule of lots and addresses See 60(c) SS1 Regulation 2017
- Statement of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet
 1 of the administration sheets.

EXECUTED IN ACCORDANCE WITH S.127(1) THE TENTH	OF THE CORPORATIONS ACT 2001 ON DECEMBER 20.19
FOR ROCKWORKS HOLDINGS PTY LTD ACN 608983259	MODO ly
Director/Secretary	SOLE Director/Segretary CREWLEY
Name (BLOCK LETTERS)	Name (BLOCK LETTERS)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 109048 REPORT

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

Sheet 1 of 5 sheets

724 E

DP1256908

Subdivision of Lot 1600 DP 86215

covered by Council Clerk's Certificate

No. 14 - 2016 205

FULL NAME AND ADDRESS OF PROPRIETOR OF LAND

Rockworks Holdings Pty Limited

ACN 608 983 259

Level 2, 1 Innovation Road, North Ryde

PART 1 (Creation)

1. IDENTITY OF EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Easement to drain water 1.5 wide

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED LOT, NAME OF ROAD, OR AUTHORITY

BENEFITED

101 Lot 102

104 Lot 102, Lot 101

2. **IDENTITY OF EASEMENT** Easement to drain sewage 2.5 wide and Variable

SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED LOT, NAME OF ROAD, OR AUTHORITY

BENEFITED

101,105-112 Singleton Council

3. IDENTITY OF RESTRICTION THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN:

Restriction ON THE USE OF LAND

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED LOT, NAME OF ROAD, OR AUTHORITY

BENEFITED

101 – 111 inclusive All other lots in the subdivision

Req:R675635 /Doc:DP 1256908 B /Rev:11-Feb-2020 /NSW LRS /Pgs:ALL /Prt:21-Feb-2020 12:59 /Seq:2 of 5 © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

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

Subdivision of Lot 1600 DP 1999 Covered By Council's Clerk Certificate No. 14-2016-205

DP1256908

Sheet 2 of 5 sheets

4. IDENTITY OF RESTRICTION FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN:

Restriction on the Use of Land

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

LOT, NAME OF ROAD, OR AUTHORITY

BENEFITED

101 - 111 inclusive

All other lots in the subdivision

5. IDENTITY OF RESTRICTION FIFTHLY REFERRED TO IN ABOVEMENTIONED PLAN:

Restriction on the Use of Land

SCHEDULE OF LOTS ETC AFFECTED

LOTS BURDENED

LOT, NAME OF ROAD, OR AUTHORITY

BENEFITED

101

Singleton Council

PART 2

- 3. TERMS OF RESTRICTION ON THE USE OF LAND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:
 - (a) That so long as Rockworks Holdings Pty Ltd ACN 608 983 259 or its assigns other than Purchasers on sale shall be the owner of land adjoining the said lots no fence shall be erected to divide such lot from the adjoining land without the consent of Rockworks Holdings Pty Ltd ACN 608 983 259, but such consent shall not be withheld if such fence is erected without expense to Rockworks Holdings Pty Ltd ACN 608 983 259.
 - (b) No property boundary fence shall be constructed out of any material other than one or more of brick, concrete panel, sawn timber posts, treated timber lots, steel posts, concrete posts with plain wire, wire netting, sawn or split timber rails or palings, or pre-coated steel profile sheeting.
 - (c) The roof of any building or structure erected on any lot hereby burdened shall not be of corrugated metal or corrugated cement sheeting, except for precoated or baked enamel, vinyl or polyester film corrugated or profile steel roofing.
 - (d) No earth, stone, gravel or tree shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or construction or to facilitate all reasonable landscaping of the allotment. No lot shall be permitted to or appear to remain in an excavated or quarried state.

Req:R675635 /Doc:DP 1256908 B /Rev:11-Feb-2020 /NSW LRS /Pgs:ALL /Prt:21-Feb-2020 12:59 /Seq:3 of 5 erian © Office of the Registrar-General /Src:SAIGLOBAL /Ref:

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

862.153
Subdivision of Lot 1600 DP 1860 Covered By Council's Clerk Certificate No..!4.-2016 - 205

DP1256908

Sheet 3 of 5 sheets

- No fuel storage tanks (except for oil heating purposes) shall be placed upon or (e) permitted to remain on any lot burdened.
- No noxious, noisome or offensive occupation, trade, business, manufacturing (f) or home industry shall be conducted or carried out on any lot burdened.

Any release, variation or modification of these restrictions shall be made in all respects at the cost and expense of the persons requesting the same.

TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN 4. THE ABOVEMENTIONED PLAN:

- That so long as Rockworks Holdings Pty Ltd ACN 608 983 259 or its assigns (g) other than Purchasers on sale shall be the owner of land adjoining the said lots no fence shall be erected to divide such lot from the adjoining land without the consent of Rockworks Holdings Pty Ltd ACN 608 983 259, but such consent shall not be withheld if such fence is erected without expense to Rockworks Holdings Pty Ltd ACN 608 983 259.
- (h) No property boundary fence shall be constructed out of any material other than one or more of brick, concrete panel, sawn timber posts, treated timber lots, steel posts, concrete posts with plain wire, wire netting, sawn or split timber rails or palings, or pre-coated steel profile sheeting.
- (i) No residential building shall be erected on any lot burdened with external walls other than of brick, brick veneer, or stone, glass, concrete, timber, fibro cement or any combination of the same provided that fibro cement shall not be in external walls except as infill panels in conjunction with all or any of the other materials herein before specified and the proportion of fibro cement so used in relation to the total external wall area shall not exceed twenty five percent (25%) thereof.
- The roof of any building or structure erected on any lot hereby burdened shall (i) not be of corrugated metal or corrugated cement sheeting, except for precoated or baked enamel, vinyl or polyester film corrugated or profile steel roofing.
- (k) Any main dwelling erected upon any lot hereby burdened shall have a minimum floor area including walls of at least 110 square metres.
- No buildings shall be constructed upon the subject land from other than new (1)materials without the written consent of Singleton Shire Council and no existing building shall be removed to or relocated upon the subject land.
- (m) No earth, stone, gravel or tree shall be removed or excavated from any lot burdened except where such removal or excavation is necessary for the erection of a building or construction or to facilitate all reasonable landscaping of the allotment. No lot shall be permitted to or appear to remain in an excavated or guarried state.
- (n) No fuel storage tanks (except for oil heating purposes) shall be placed upon or permitted to remain on any lot burdened.

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

862153

Subdivision of Lot 1600 DP 1500 Covered By Council's Clerk Certificate No. 14-2016-205

DP1256908

Sheet 4 of 5 sheets

- (o) No noxious, noisome or offensive occupation, trade, business, manufacturing or home industry shall be conducted or carried out of any lot burdened.
- (p) With the exception of vehicles used in connection with the erection of a building on any lot burdened no motor truck, lorry or semi-trailer with a load carrying capacity exceeding two (2) tonnes shall be parked or permitted to remain on any lot burdened.

Any release, variation or modification of these restrictions shall be made in all respects at the cost and expense of the persons requesting the same.

- 5. TERMS OF RESTRICTION ON THE USE OF LAND FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:
 - (q) No residence or attachment to a residence shall be erected or permitted to remain within the area of the restriction on Lot 101 marked (T) on the plan.

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT FIRSTLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Singleton Council

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE EASEMENT SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Singleton Council

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS AS TO USER THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Rockworks Holdings Pty Ltd ACN 608 983 259

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS AS TO USER FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Rockworks Holdings Pty Ltd ACN 608 983 259

NAME OF PERSON EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTIONS AS TO USER FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN:

Singleton Council

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

DP1256908

Sheet 5 of 5 sheets

DF 1230900		
EXECUTED by Rockworks Holdings Pty Ltd ACN 608 983 259 in accordance with section 127 of the Corporations Act 2001, by its sole director and secretary:	ignature: ACOO	
Name: ALAN CLOWLAND PLEASE PRINT	DIRECTOR/SECRETARY	
SIGNED in my presence by Alan Crowley, the Director of	of Rockworks Holdings Pty Ltd	
who are personally known to me:		
NAME OF WITNESS (BLOCK LETTERS). JORPAN ST	ss Signature:	
OCCUPATION OF WITNESS ENGINEER		
ADDRESS OF WITNESS (BLOCK LETTERS) 62.97/22-36	MOUNTAIN ST, LITIMO, NSW, 2007	
EXECUTED BY SINGLETON COUNCIL:		
I certify that the authorised delegate pursuant to s.3 Council signed this document.	77 Local Government Act 1919 of Singleton	
I certify that I am an eligible witness and that the delegate signed in my presence.		
Lowe	Mark Dulin	
Signature of Witness	Signature of Authorised Officer	
RITA Lowe	Mark Thleir	
Name of Witness	Name of Authorised Officer	
CARE 12-14 Queen Street Singleton	Director Planning to	
Address of Witness	Position of Authorised Officer	

236765184v1_ICM

Authorised Person -Singleton Council





PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7(2 & 5)

ENVIRONMENTAL PLANNING & ASSESSMENT

ACT 1979

and

ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2021

InfoTrack Pty Limited GPO Box 4029 SYDNEY NSW 2001 **Applicants Reference** 225834

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 6403

DATE OF CERTIFICATE: 08/11/2022

PROPERTY DETAILS

ADDRESS: 8 Clara Place SINGLETON HEIGHTS NSW

2330

TITLE: Lot: 112 DP: 1256908

PARCEL NO.: 28130

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. Names of relevant planning instruments and development control plans
 - (1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

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.

Development Control Plans

Singleton Development Control Plan 2014 Huntlee Development Control Plan 2013

(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject to community consultation or public exhibition under the Act that will apply to the carrying out of development on the land.

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



Parcel No: 28130 Certificate No: 6403 Page: **2** of **14** 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 (Design and Place)

2. Zoning and land use under relevant planning instruments

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) The purposes for which development in the zone:

i. may be carried out within the zone without the need for development consent:

Home occupations

ii. 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 b) (i) or (iii)

iii. is prohibited:

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

Parcel No: 28130 Certificate No: 6403 Page: **3** of **14** 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

c) Whether additional uses apply to the land

Schedule 1 Additional permitted uses in the Singleton Local Environmental Plan 2013 lists those properties where additional uses apply.

d) 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.

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

There is no land in the Singleton Local Government area which has any area of outstanding biodiversity value.

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

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.

g) Whether an item of Environmental Heritage, however described, 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. Contributions plans

The following development contributions plans apply to the land:

Singleton Development Contributions Plan 2008

4. 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



Parcel No: 28130 Certificate No: 6403 Page: 4 of 14 Under the provisions of the Housing Code, complying development MAY NOT 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 NOT 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 NOT be carried out on the land.

Housing Alterations Code

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

General Development Code

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

Industrial and Business Alterations Code

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

Industrial and Business 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



Parcel No: 28130 Certificate No: 6403 Page: **5** of **14** Under the provisions of the Subdivisions Code, complying development MAY NOT be carried out on the land.

Demolition Code

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

Fire Safety Code

Under the provisions of the Fire Safety Code, complying development MAY NOT 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.

5. Exempt Development

Exempt development may or may not be carried out on the land under each of the following codes for exempt development, to the extent and for the reasons stated under the provisions of clauses 1.16 (1) (a) to (d), (1A), (1B), (1C), (2) and (3) (a) and (b) of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

General Exempt Development Code

Under the provisions of the General Exempt Development Code, exempt development MAY be carried out on the land if it meets the requirements for that exempt development.

Advertising and Signage Exempt Development Code

Under the provisions of the Advertising and Signage Exempt Development Code, exempt development MAY be carried out if it meets the requirements for that exempt development.

Temporary Uses and Structures Exempt Development Code

Under the provisions of the Temporary Uses and Structures Exempt Development Code, exempt development MAY be carried out if it meets the requirements for that exempt development.

6. Affected building notices and building product rectification orders

(1) Whether Council is aware that:

(a) An affected building notice is in force in relation to the land



Parcel No: 28130 Certificate No: 6403 Page: **6** of **14** No

(b) A building produce rectification order given is in force in relation to the land that has not been fully complied with

No

(c) a notice of intention to make a building product rectification order given in relation to the land is outstanding

No

(2) In this section:

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

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

7. Land reserved for acquisition

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

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

8. Road widening and road alignment

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

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

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

9. Flood related development controls

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

No



Parcel No: 28130 Certificate No: 6403 Page: **7** of **14** (2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

Unknown

(3) In this section:

flood planning area has the same meaning as in the 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 9 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.

10. Council and other public authority policies on hazard risk restrictions

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

adopted policy means a policy adopted

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

Landslip

Nο

Bushfire

Yes

Tidal inundation

Nο

Subsidence

No



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Acid Sulfate Soils

Nο

Any other risk (other than flooding)

Nο

11. Bush fire prone land

Is any of the land bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 103

Some/all of the land is identified as being bushfire prone land as defined by the Environmental Planning and Assessment Act 1979 on a bushfire prone land map for the area. The bushfire prone land map for the area is available for inspection during Councils normal office hours.

12. 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 kept under that Division?

No.

13. Mine subsidence

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

No

14. Paper subdivision Information

1) The name of 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

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

15. Property vegetation plans



Parcel No: 28130 Certificate No: 6403 Page: **9** of **14** If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No

16. Biodiversity stewardship sites

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

No

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

17. Biodiversity certified land

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

No

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

18. Orders under Trees (Disputes Between Neighbours) Act 2006

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

No

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

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

20. Western Sydney Aerotropolis

This clause is not applicable to the Singleton Local Government Area because Singleton Council is not in Western Sydney.



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21. Development consent conditions for senior housing

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

No

22. Site compatibility certificates and development consent conditions for affordable rental housing

- (1) Whether there a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the Council is aware, in relation to proposed development on the land?
 - Council has not been made aware of any valid site compatibility certificate (affordable rental housing), in respect of proposed development on the land.
- (2) If State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

Nil

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

Nil

(4) In this section –

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

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



Parcel No: 28130 Certificate No: 6403 Page: **11** of **14** (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,

Nο

(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



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

(5) A council may, in a planning certificate, include advice on such other relevant matters affecting the land of which it may be aware.

ARMY ACTIVITIES

The Singleton Army Firing Range is located within the Singleton Area. Some activities, such as artillery firing and aircraft operations impact on the environment beyond the Firing Range boundaries. These activities may result in noise and vibration impacts being experienced on lands throughout the Singleton Local Government Area.

EARTHWORKS - Singleton Local Environmental Plan 2013

Clause 7.1: Earthworks in the Singleton Local Environmental Plan 2013 applies to the land. This clause requires development consent for earthworks, unless the earthworks are exempt development, or the earthworks are ancillary to other development for which development consent has been given.

This clause applies to all land to which the Singleton Local Environmental Plan 2013 applies.

The above information has been taken from Council's records in good faith. Council cannot accept responsibility for any omission or inaccuracy. Where information has been received from a third party, it is recommended that applicants approach that party (or parties) directly for further information and to confirm its authenticity.

DEVELOPMENT APPLICATIONS DETERMINED IN THE LAST FIVE YEARS

During the preparation of this certificate, some development applications may have been determined within the last five years.

If this is the case they will be listed below.

Note: This list relates to the allotment and deposited plan reference for which the certificate has been prepared and does not include applications submitted for historical parcels. Undetermined development applications for development on the land may still be valid. If confirmation is required please contact Council's Planning & Development Services.

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.

Parcel No: 28130 Certificate No: 6403 Page: **13** of **14** For further information, please contact Council's Development Assessment unit, within the Planning & Infrastructure directorate on 02 6578 7290.

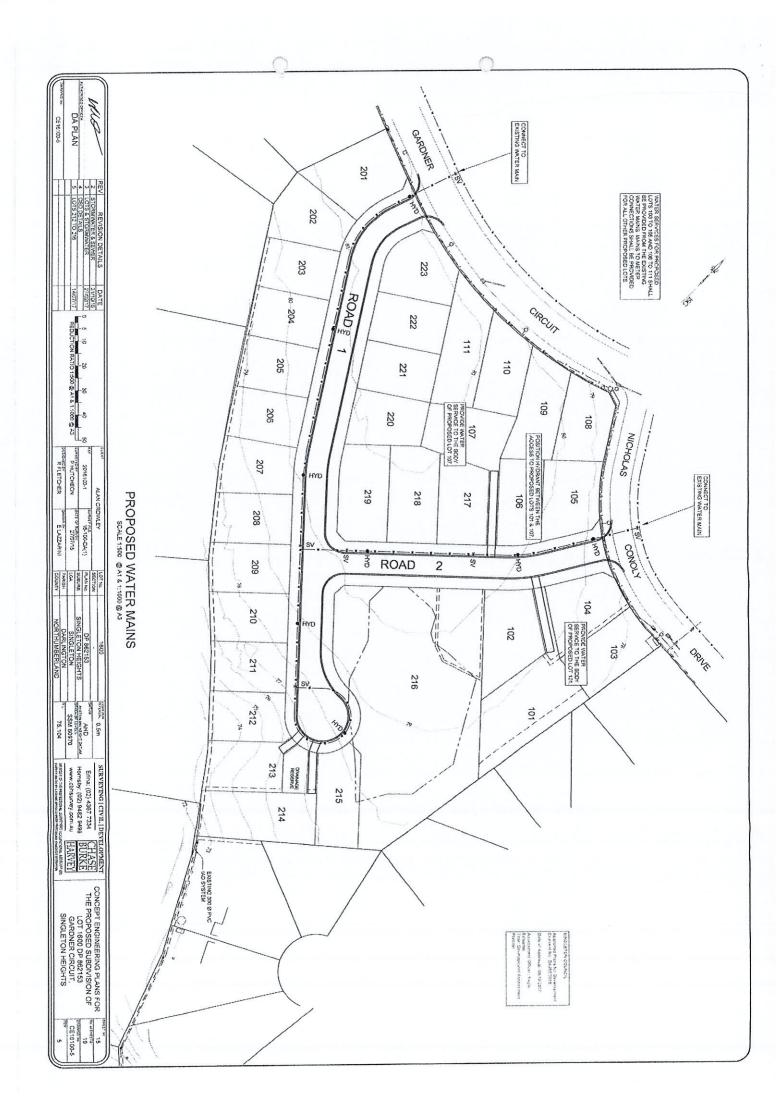
Issued by Amanda Schaffer Coordinator Planning and Development Under delegation by the General Manager Singleton Council



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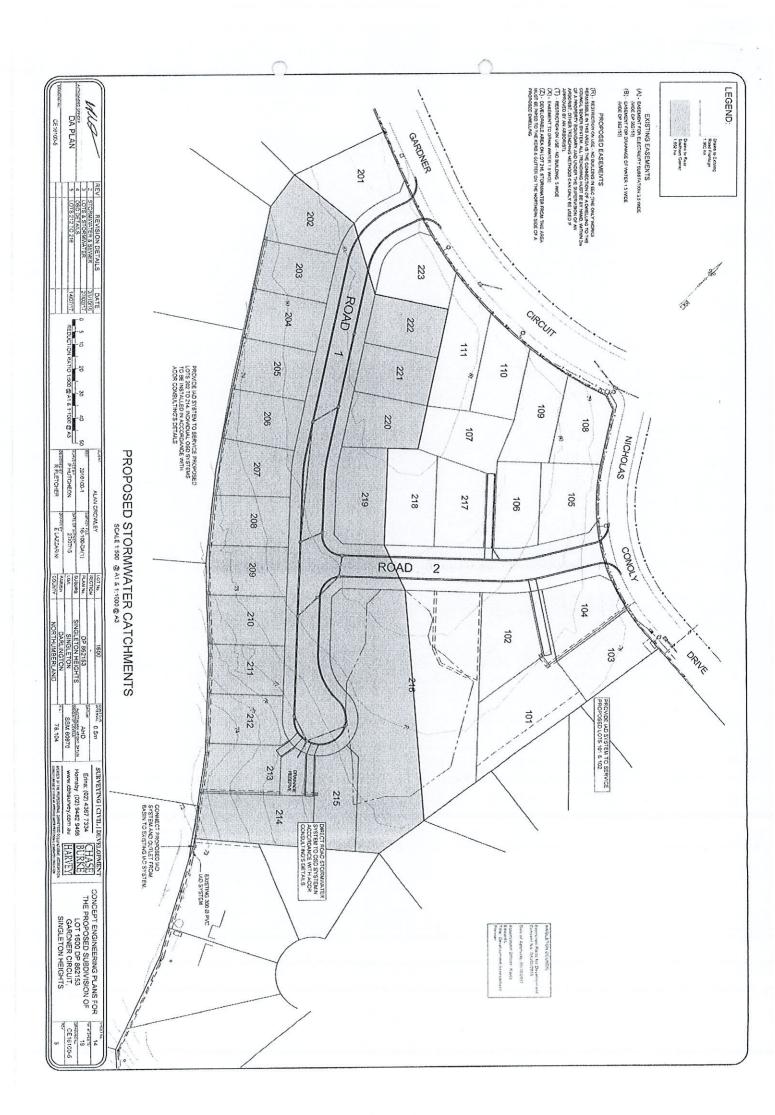
Annexure B

Proposed Water main Location Plan



Annexure C

Proposed Water Catchments



Annexure D

Requisitions

Form	275
u den man	04

TOWN LAND (TORRENS TITLE)

F	rom	Purchasers Solicitor
Τ	To	Vendors Solicitor
		Date:
	REQUISITIONS ON TI	TLE 2008 EDITION
R	E: Purchase From	
P	roperty	
	n these Requisitions the terms "Vendor" and "Purchaser" should be read as expressing the appro te terms Clause and Clauses refer to a Clause or Clauses in the 2005 Edition of the Contract fo	
_	REQUISITIONS	RESPONSE
1.	The Vendor must comply on completion with Clauses 15, 16.1, 16.2, 16.3, 16.5, 16.8 and 17.1.	
2.	The Vendor must comply before completion with Clause 16.12.	
3.	Rates and Taxes must be adjusted in accordance with Clause 14 and the Vendor must comply with Clause 16.6.	
4. —	The Vendor must before completion comply with any work order in accordance with Clauses 11.1 and 14.8.	
5.	Has any claim been made on the Vendor to contribute to the cost of the boundary fences or is the Vendor aware of any such claim being made? If so, the Vendor should satisfy such claim before completion and produce receipt on or before completion.	
5.	Is the Vendor aware of:- (a) any unregistered easements such as a right of way which affect the property? If so, please give full details. (b) the breach of any covenant noted on the title? If so, such breach must be remedied before completion.	
7.	Has the Vendor received any notification from the Roads and Traffic Authority or local Council that the land or part of it is to be realigned, widened, altered or resumed? If so, please give full details.	
3.	Is there any outstanding notification, claim or requirement of:- (a) a statutory or local authority, or (b) an adjoining owner which affects the property or any part of it? Any such notice, claim or requirement issued before contracts were exchanged must be complied with by the Vendor before completion.	
).	Is there any permissive occupancy of any part of the property or is any one in adverse possession? If so, the Purchaser relies on Clauses 16.3 and 17.1.	÷
0.	Has any party (including corporation) acquired any rights in the property by prescription? The Purchaser relies on Clauses 16.3 and 17.1.	
1.	If the sale of the property is subject to an exising tenancy:- (a) (if not already supplied) the Vendor should provide the Purchaser with a copy of the lease and advise the current rent and outgoings and the date to which they have been paid. (b) has there been any breach of the lease in which case such breach must be remedied before completion. (c) rent and outgoings should be apportioned in accordance with Clauses 14.1 and 14.2.	
	the lease (stamped and, it neccessary, registered) should be handed over to the Purchaser on completion.	i.
	(e) if applicable, the Vendor must obtain the consent in writing of the mortgagee to the transfer of the lease to the Purchaser on and from	*

	requisitions	RESPONSE
	completion. (f) The Vendor must comply with Clauses 24.3.2, 24.4.1, 24.4.3 and 24.4.4 on or before completion.	
2.	Have the provisions of the Local Government Act 1919, or the Local Government Act 1993, as the case may be, its ordinances and regulations relating to buildings, subdivisions, alterations and additions been complied with in relation to the subject land and improvements? Any non-compliance must be advised before settlement.	
3.	If any statutory or local authority has a valid claim to money due by the Vendor in respect of the property, such monetary claim or claims should be settled and discharged by the Vendor before completion.	
4.	The Purchaser reserves his contractual rights to make a claim on the Vendor before completion as provided in Clauses 6, 7, 11.2 and 14.8.	
5.	Has the Vendor or any predecessor in title:- (a) been bankrupt or are there any pending bankruptcy proceedings against the Vendor? (b) entered into any development or other agreement with a statutory or local authority which binds the subject land and which will bind the Purchaser on and from completion? If so, please give details?	
6.	The Vendor must ensure all mortgages, writs and caveats are removed from the subject title prior to completion or in the alternative the appropriate registerable forms to remove them, properly executed, must be tendered at completion.	
7.	Is there any pending litigation in respect of the property?	
8.	Is the Vendor aware of any rights to, or restrictions on, access to the property? If so, please give full details.	
9.	Is the Vendor aware of any restrictions on the use or development of the land?	
0.	Survey should be satisfactory and certify (or report) that:- (a) the whole of the land sold will be available to the Purchasers on completion and (b) there is no encroachment by or upon the subject land and (c) the improvements sold are erected on the subject land.	
1.	Has the Vendor been served with any order under Section 124 of the Local Government Act 1993 requiring him to demolish, repair or make structural alterations to a building which is erected on the subject land? If such order has not been complied with, the Vendor should do so before completion, and notify the Purchaser of his compliance.	*
2.	Has the Vendor or his mortgagee:- (a) a survey report? (b) a building certificate issued under Section 317A or Section 317AE of the Local Government Act 1913? (c) a building certificate issued under Section 149 of the Environmental Planning and Assessment Act 1979, Section 149D? If so, please obtain and forward a copy and ensure that the originals are handed over on completion.	ş
3.	Has the Vendor been served with an order issued by the local Council or a consent authority under Section 121B of the Environmental Planning and Assessment Act 1979? If so, please give details.	
4.	Is the land affected by the:- (a) National Parks and Wildlife Act 1974? If so, has the land or any part of it been set aside for conservation purposes? Please give full details. (b) Rural Fires Act 1997? If so, is the land a bushfire hazard or bushfire-prone land? Please give full details. (c) Threatened Species Conservation Act 1995? If so, please give full details. (d) Contaminated Land Management Act 1997? If so, please give full details. (e) Local Government Act 1993, Section 124? If so, please give full details. (f) Noxious Weeds Act 1993? If so, please give full details.	

-	REQUISITIONS	RESPONSE
	(g) Heritage Act 1977? If so, please give full details. (h) Unhealthy Building Land Act 1990? If so, please give full details.	
. !	Has the Vendor been served with any notice, order or claim arising under the following statutes:- (a) Family Law Act 1975 (Commonwealth Statute)? (b) Property (Relationships) Act 1984 (NSW Statute)? (c) Family Provision Act 1982 (NSW Statute)? (d) Encroachment of Building Act 1922 (NSW Statute)? If so, please advise full details.	
(fi the property sold "off-the-plan":- (a) the Vendor must provide the Purchaser on or before completion with:- (i) an Occupation Certificate (or a copy) issued as required by section 109M(1) of the Environmental Planning and Assessment Act 1979. (ii) a Certificate of Insurance (or a copy) as required by Section 92 of the Home Building Act 1989 at least 14 business days before completion. (iii) a Building Certificate (or a copy) in accordance with Section 149D of the Environmental Planning and Assessment Act 1979. (iv) Evidence that a final Fire Safety Certificate has been issued for the building. b) Has the Vendor complied fully with the local Councils Conditions of Development Consent in respect of the Subdivision which created the Lot? If not, the Vendor should do so before completion or else provide the Purchaser with an Undertaking signed by the Vendor (or in the case of a company, signed by the Directors of that company under its common seal) to fully comply with such conditions within such period as the local Council specified. c) The Vendor must comply with Clause 28.2 before completion.	
	s the subject land inclosed land within the meaning of the Inclosed Lands Protection act 1901?	
(f a Swimming Pool is included in the sale:- a) was its construction approved by the Local Council? Please furnish a copy of such approval. b) have the requirements of the Swimming Pools Act 1992 and its Regulations (in particular as to access and fencing) been complied with? c) the Vendor should assign in writing to the Purchaser the benefit of any current warranties or guarantees in relation to the contract for the construction of the Swimming Pool. Do any such warranties and guarantees exist? d) all pool chemicals and equipment should be left behind by the Vendors for the Purchasers use.	
;) (i) (i) (i)	f the Vendor is a company, are any of its officers aware of:- a) a resolution having been passed to wind up the company? b) a summons having been filed to wind up the company? c) the appointment of a receiver? d) an application having been made to the Australian Securities and Investments Commission under Section 573 of the Corporations Act 2001 to cancel the registration of the company? e) any statutory demand having been served on the company pursuant to Section 459E(2) of the Corporations Act 2001? f) the appointment of a voluntary administrator under Part 5.3A of the Corporations Act 2001?	
p o	re any of the inclusions specified in the Contract subject to any credit contract, hire urchase agreement, security interest in goods, leasing agreement, lien, charge or therwise encumbered? If so, the Vendor should satisfy any such liability on or before ompletion.	
31. If (a (b	him and to give a trustees receipt. Alternatively, do you require payment of the amount payable to the Vendors to be made into an Estate bank account?	

_	requisitions	RESPONSE
	produce your written authority before settlement. (d) If applicable, Section 66B of the Conveyancing Act 1919 should be with.	complied .
32.	 In the case of Old System Title land:- (a) The Deeds and documents listed on Annexure "A" to these Requist be produced for our inspection and found satisfactory prior to com (b) The Deeds and documents listed on Annexure "B" to these Requist solely to the subject property should be produced for inspection and satisfactory and handed over at settlement. (c) As the Vendors will not retain any estate in the lands dealt with by a listed on Annexure "C" to these Requisitions after conveyance of the property to the Purchasers, they should be permanently deposited in of the Land and Property Information (NSW), Sydney, in accordant Section 53(2)(e) of the Conveyancing Act 1919 and a certified copy Lodgement receipt furnished at settlment or, a written undertaking such certified copy handed over at settlement. (d) The Vendor must comply with Clauses 25.2 and 25.8 before complete. 	pletion. tions relating d found the Deeds the subject the office tice with to furnish
33.	Have any building works been carried out at the property to which the Br Services Corporation Act 1989 and/or the Home Building Act 1989 appl please provide before completion satisfactory evidence that such legislation compiled with.	ies? If so,
34.	If the Transfer (or in the case of Old System Title, the Deed of Conveyand signed under Power of Attorney:- (a) Please produce before completion a copy of the registered Power of (b) Written evidence should be provided at settlement of its non-revoca	Attorney, and
35.	Is the subject property situated within an aircraft flight path? If so, on who what curfew applies?	at basis and
36.	Satisfactory evidence must be produced before completion that any:- (a) improvements erected over the sewer, and/or (b) rainwater downpipes connected to the sewer water was authorised o in writing by Sydney Water Corporation or its predecessor.	r permitted
37.	Is there any encroachment:- (a) onto any adjoining land by any improvements erected on the subject (b) by any improvements erected on adjoining land onto the subject land Vendors knowledge? If so, please give details of any such encroachmes should be removed before completion.	d to the
	Has the Vendor been served with any notice or order relating to fire safety under Section 124 of the Local Government Act 1993 which the Vendor l complied with? If so, the Vendor must satisfy the terms of such notice or completion.	has not fully
39.	The Vendor must comply with Clause 4.2.	
 (0.	The Vendor should provide at settlement a direction in accordance with C	Clause 20.5.
	(If applicable) The Vendor must comply with Clauses 13.4.2, 13.9 and 13 before completion.	3.10 on and

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Soli	itor for Vendor