

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	WITHOUT THE INTERVENTION OF AN AGENT	
co-agent		
vendor	Long Gully Investments Pty Ltd ACN 132 922 199	
vendor's solicitor	CDG LAW 12 Pitt Street, Singleton NSW 2330 PO Box 690, Singleton NSW 2330	Phone: 02 6572 2911 Email: megano@cdglaw.com.au Ref: IG:MO:S-125281
date for completion	see special conditions	(clause 15)
land (address, plan details and title reference)	Stage 2 - Wattle View Estate Wattle Ponds, New South Wales 2330 Unregistered Plan: Lot 201-225 in an unregistered plan which is part of Lot 5 Plan 1240533, Lot 123 Plan 1253402 and Lot 142 Plan 752455 Part Folio Identifiers 5/1240533, 123/1253402 and 142/752455	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser JOINT TENANTS
 tenants in common in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by Long Gully Investments Pty Ltd ACN 132 922 199 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

Choices

Vendor agrees to accept a **deposit-bond** NO yes

Nominated Electronic Lodgment Network (ELN) (clause 4) PEXA

Manual transaction (clause 30) NO yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an **GSTRW payment** (GST residential withholding payment) NO yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name: **Partnership of 4 trusts being:
Trustee for Long Gully No.1 Unit Trust
Trustee for Long Gully No.2 Unit Trust
Trustee for Long Gully No.3 Unit Trust
Trustee for Long Gully No.4 Unit Trust**

Supplier's ABN: **73 651 689 848**

Supplier's GST branch number (if applicable):

Supplier's business address: **5 Millennium Court, Silverwater NSW 2128**

Supplier's representative: **peter@wasteinitatives.com.au**

Supplier's contact phone number: **0407 046 896**

Supplier's proportion of **GSTRW payment**: **\$0.00**

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): **\$0.00**

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

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

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

List of Documents

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

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
- 4.1.2 a *party* *serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The *parties* must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
- 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7* days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
- 4.7.2 create and *populate* an *electronic transfer*;
- 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
- 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the *parties* must ensure that –
- 4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 4.11.2 all certifications required by the *ECNL* are properly given; and
- 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

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

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

Lots 207 to 225 - Stage 2 - Wattle View Estate

SPECIAL CONDITIONS

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

BETWEEN Long Gully Investments Pty Ltd ACN 132 922 199 (vendor)

AND (purchaser)

1. Definitions

The following words have these meanings in this contract unless the contrary intention appears:

Completion means completion of this contract and "complete" and "completed" have corresponding meanings.

Completion Date has the meaning given in condition 4.

Council means Singleton Council.

Defaults means the purchaser has failed to comply with a term or condition of the contract.

Depositholder means the vendors solicitors named on the front page of this contract.

Designated Matters means:

- (a) the exercise of any of the vendor's rights or the carrying out of any of the vendor's obligations in respect of the Development, Development Consent and/or the Development Site;
- (b) such of the matters described in condition 26 as the vendor may reasonably require;
- (c) creation of easements or the making of other arrangements contemplated by condition 16;
- (d) the Development Activities; and
- (e) the selling and leasing activities described in condition 25.

Development means the proposed subdivision and development of the Development Site by the vendor.

Development Activities means:

- (a) any form of work on the Land required by the Development Consent;
- (b) any form of work on the Development Site including, without limitation, the installation of services;
- (c) the staging of plan registration;
- (d) the addition, amendment or deletion of lots, recreation areas, or any other area;

- (e) the registration of the Plan of Subdivision;
- (f) the use and/or operation of any part of the Development or a lot within the Development Site or Plan;
- (g) any other such approvals required by the vendor or its assignee for carrying out the Development;
- (h) any form of work other than the forms of work referred to in paragraph (a) and (b) of this definition which is considered necessary or desirable by the vendor; and
- (i) the subdivision of land forming part of the Land or the Development Site.

Development Consent	means any approval issued by the Council in respect of a development application lodged by the vendor for the Development, being Development Consent number 8.2013.211.6 as may be varied, modified or replaced from time to time.
Development Site	means 9 Long Gully Road, Wattle Ponds and being the land comprised an unregistered comprised in Lot 5 Deposited Plan 1240566, Lot 123 Plan 1253402 and Lot 142 Plan 752455.
Disclosures	means the disclosure of information, concepts and proposals provided in condition 22 and other clauses regarding the Development.
Draft Plan	means the draft plan annexed to this contract.
Draft Plan Instrument	means the draft instrument creating rights over the Development Site as attached to this contract or added to this contract pursuant to condition 22 if not available at the date of its entry.
Expert Determinator	means a person nominated by the President for the time being of the NSW Law Society at the request of either the vendor or the purchaser.
Foreign Person	has the same meaning given in the <i>Foreign Acquisitions and Takeover Act 1975</i> (NSW).
GST	refers to a tax under the <i>GST Act</i> .
Government Agency	means any government, semi or local government, statutory, or public or other authority having jurisdiction over the Development Site.
Land	has the meaning given on the front page of the contract.
Plan of Subdivision	means the plan of subdivision to be registered in respect of the Development Site.

Planning Certificate	means the certificate or certificates under section 10.7 of the <i>Environmental Planning and Assessment Act 1979</i> (NSW), a copy or copies of which is or are attached to this contract.
Registration Sunset Date	has the meaning specified in Schedule 3.
Replaced Document	has the meaning given to it in condition 15(a).
Replacement Document	has the meaning given to it in condition 15(a).
Special Conditions	means the conditions contained in this Attachment 1 to the Contract.
Services	means any water, drainage, sewerage, electricity, telephone and NBN services to the Land.
Service Providers	includes Council, any Governmental Agency and any company in the business of supplying services to the public.
Standard Form	means the standard form Contract for the sale and purchase of land 2022 Edition.
Standard Requisitions	means the requisitions on title in the form attached to this contract.
Third Party Vendor	means a party nominated by the Vendor.
Treasurer	means the Treasurer of the Commonwealth of Australia.
Unnecessary Document	has the meaning given to in condition 14.
Vendor's Representative	means the vendor's representative from time to time that is acting as a project manager (or similar) for the vendor in relation to the Development Site.

2. Interpretation and amendments to Standard Form

- (a) In this contract unless the contrary intention appears:
- (i) headings are for convenience only and do not affect interpretation;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a gender includes any gender;
 - (iv) if a word or phrase is defined, then its other grammatical forms have a corresponding meaning;
 - (v) a reference to person includes:
 - (1) a body corporate, an unincorporated body or other entity;
 - (2) a reference to that person's executors, administrators,

successors, permitted assigns and substitutes; and

- (3) a person to whom this contract is novated;
- (vi) a reference to a clause, is to a clause of this contract (being clauses 1-31 in the Standard Form and conditions 1- in the Special Conditions;
- (vii) a reference to a schedule, annexure or attachment is to a schedule, annexure or attachment to this contract;
- (viii) a reference to a schedule, annexure or attachment is to a schedule, annexure or attachment to this contract;
- (ix) a reference to a specific document is to that document as amended, novated, supplemented, varied or replaced;
- (x) a reference to a thing, including but not limited to a right, includes a reference to a part of that thing;
- (xi) a reference to legislation includes but is not limited to a modification or re- enactment of it, a legislative provision substituted for it and a regulation or statutory instrument under it;
- (xii) a reference to conduct, includes but is not limited to, an omission, statement or undertaking whether or not in writing;
- (xiii) an agreement, representation or warranty in favour of two or more people is for the benefit of them jointly and severally;
- (xiv) an agreement, representation or warranty on the part of two or more people binds them jointly and severally;
- (xv) if a period of time runs to or from a given date, act or event, then the time is calculated exclusive of the date, act or event;
- (xvi) a reference to a business day is a reference to a period of time commencing at midnight and ending 24 hours later; and
- (xvii) a reference to time is a reference to Sydney time.

The provisions of this contract, which are intended to have application after Completion, continue to apply from Completion.

If there is an inconsistency between the Standard Form and the Special Conditions, then the Special Conditions prevail.

- (b) The following clauses in the Standard Form are amended:
 - (i) by deleting the paragraph on page 2 of the Contract which reads "If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date." and replacing it with "If the further details below are not fully completed at the contract date or change after the contract date, the vendor must provide all these details in a separate notice 14 days prior to the Completion Date."

- (ii) by amending in clause 1 the definition of '*depositholder*' to the definition in condition 1;
- (iii) clause 2.4 is amended by deleting the words "cash (up to \$2,000) or";
- (iv) by deleting clause 5.2.1 and inserting the following:
'If it arises out of this contract or is a general question about the property or the title - within ten (10) days after the day on which the vendor serves notice of registration of the document(s) referred to in Schedule 2.';
- (v) by deleting clause 5.2.2 and inserting the following:
'If it arises out of anything served by the vendor on the purchaser - within ten (10) days after the later of the day on which the vendor serves notice of registration of the document(s) referred to in Schedule 2 and the day of that service.';
- (vi) by deleting clause 7.1.1;
- (vii) by deleting clause 8 and inserting the following: 'The vendor can rescind if:
 - 8.1 *the vendor is unable or unwilling to comply with an objection, requisition or claim;*
 - 8.2 *the vendor serves notice of intention to rescind, which specifies the objection, requisition or claim; and*
 - 8.3 *the purchaser does not serve a notice waiving the objection, requisition or claim within fourteen {14} days after that service.'*;
- (viii) clause 10.1 is amended by including the words "or delay Completion" after the word "terminate";
- (ix) clause 10.1.8 is amended by substituting the word "existence" for "substance";
- (x) clause 10.1.9 is amended by substituting the word "existence" for "substance" and deleting the words "(except a caveat, charge, mortgage or writ)";
- (xi) clause 13 is deleted;
- (xii) clause 14.4.2 is amended by deleting the first two bullet points;
- (xiii) clause 18 is amended by adding the following provision:
'18.8 The purchaser cannot make a requisition or claim after entering Into possession.'; and
- (xiv) clauses 22, 23, 25-29 inclusive are deleted;

3. Development Consent

The vendor discloses:

- (a) at the date of this contract, the vendor has been issued with the Development Consent; and
- (b) the vendor may make several development applications, may also amend any development application and may make an application or applications to amend any Development Consent it receives.

4. Completion

The Completion Date of this contract is the later of:

- (a) Thirty five (35) days from the contract date; and
- (b) twenty one (21) days after the day on which the vendor serves notice of the registration of the documents referred to in Schedule 2.

5. Completion subject to registration

- (a) Completion is subject to and conditional on the registration of the documents referred to in Schedule 2.
- (b) The vendor must use all reasonable endeavours to have the documents referred to in Schedule 2 registered on or before the Registration Sunset Date.
- (c) The vendor must notify the purchaser promptly after the Plan of Subdivision is lodged for registration.

6. Extensions of Sunset Date

- (a) Despite condition 5, the vendor may by notice to the purchaser extend the Registration Sunset Date by each day that the vendor have been delayed by reason of:
 - (i) any delay in any approval required for the Development; or
 - (ii) any other matter beyond the vendor's control.
- (b) The Vendor's Representative is the sole determinator of the vendor's entitlement to extension of time under condition 6(a).
- (c) The Vendor's Representative acts as an expert and not an arbitrator.
- (d) The extension under this clause is not to be more than nine (9) months from the Registration Sunset Date.
- (d) If there is any disagreement in connection with the determination of the Vendor's Representative as to the length of the extension of time under condition 6(a), either the vendor or the purchaser may within seven (7) days after receipt of the notice to the purchaser in accordance with condition 6(a), refer the disagreement to an Expert Determinator (see condition 36).

7. **Services**

The purchaser acknowledges that the vendor will deliver the Services to the boundary of the Lot or the road adjacent thereto but has no responsibility for the installation or connection of any Services within the Lot.

8. **GST - General**

(a) **Price inclusive of GST**

The price is inclusive of GST.

(b) **Margin Scheme**

(i) The vendor and purchaser agree to utilise the margin scheme in paying GST in respect of the taxable supply under this contract.

(ii) Subject to condition 9, the vendor acknowledges and undertakes to the purchaser that the vendor will pay all GST which becomes payable in respect of any taxable supply (as defined in the GST Act), within such time frame as is permitted by the Deputy Commissioner of Taxation.

(c) **Purchaser not entitled to input tax credit**

The purchaser agrees that:

(i) the purchaser will not be entitled to claim an input tax credit in respect of the GST payable by the vendor; and

(ii) the vendor is not required to give the purchaser a tax invoice.

(d) **Changes to GST Act**

The purchaser acknowledges that changes may be made to the GST Act to alter the manner in which GST is payable in respect of the taxable supply under this contract and the purchaser agrees to comply with all reasonable directions of the vendor in respect of that payment in accordance with the GST Act and any guidelines of the Australian Taxation Office provided that the price is not increased as a result of that compliance.

9. **GST – Withholding**

(a) **Application of clause**

This condition 9 applies if pursuant to the TA Act, the purchaser is required to remit to the Commissioner any GST payable by the vendor on the taxable supply under this contract.

(b) **Interpretation**

(i) Words or expressions used in this clause which are defined in the GST Act have the same meaning in this clause 40.

(ii) In this condition 9:

(1) **ATO** means the Australian Taxation Office

(2) **Commissioner** means the Deputy Commissioner of Taxation

(3) **Form One** means the *GST Property Settlement Withholding Notification form* to be completed by the purchaser prior to the date for Completion in accordance with the TA Act.

- (4) **Form Two** means the *GST Property Settlement Date Confirmation form* to be completed by the purchaser (or the purchaser's agent) and lodged with the ATO in accordance with the TA Act.
 - (5) **GST Withholding Amount** means the amount of GST as shown in the RW Payment Notice.
 - (6) **GST Withholding Payment** means a payment under section 14-250 of Schedule 1 to the TA Act.
 - (7) **RW Payment Notice** means the notice referred to in condition 9(c) and if more than one, the last such notice given by the vendor to the purchaser.

- (c) **Vendor to give GST notification**
 - (i) The purchaser acknowledges receipt of the RW Payment Notice contained on page 2 of this contract;

 - (ii) In accordance with the TA Act, if the information contained in the RW Payment Notice requires amendment or the RW Payment Notice contained on page 2 of this contract has not been completed, the vendor will serve an RW Payment Notice on the purchaser no less than fourteen (14) days before the due date for Completion.

- (d) **Purchaser's rights and obligations**
 - (i) The purchaser is irrevocably authorised to deduct the GST Withholding Amount from the amount payable to the vendor at Completion in accordance with the TA Act.

 - (ii) The purchaser must pay the GST Withholding Amount in accordance with condition 9(e).

- (e) **Payment of GST Withholding Amount**
 - (i) The purchaser must lodge a duly completed Form One with the ATO and provide a copy of the confirmation email received from the ATO or copy of the Form One as lodged to the vendor by no later than seven (7) days prior to the date for Completion.

 - (ii) Lodging the Form One through an electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties (**Electronic Workspace**) will satisfy the purchaser's obligations under condition 9(e)(i), provided that the Lodgement Reference Number and Payment Reference Number (or other ATO relevant identification numbers are available to the vendor in the Electronic Workspace.

 - (iii) Completion is to be conducted through an Electronic Workplace, and the:
 - (1) Vendor must include the amount of the GST Withholding Payment in the settlement statement requiring payment by the purchaser to the ATO on Completion; and
 - (2) the purchaser must arrange for the Form Two to be generated within the Electronic Workplace to be submitted to the ATO as part of the Completion process, once this functionality is available. Until this functionality is available,

the terms of condition 9(a)(ii) and condition 9(a)(iii) apply in relation to the Form Two.

- (f) **GST Property Settlement Date Confirmation**
The parties acknowledge and agree that completion is to occur through an Electronic Workspace and the Form Two will be lodged with the ATO as part of the process for Completion in the Electronic Workspace.
- (g) **Clause 4.3 direction**
- (i) If the purchaser provides a direction under clause 4.3 to the vendor or the transfer is otherwise not made in conformity with this contract, the purchaser must provide the vendor, at least twenty-one (21) days prior to the Completion Date with:
 - (1) a signed direction under clause 4.3; and
 - (2) an irrevocable authority and acknowledgement duly executed by the proposed transferee addressed to the vendor acknowledging the terms of this contract, and that they apply equally to the transferee as if the transferee were a purchaser named in this contract;
 - (ii) If the purchaser complies strictly with the time period in condition 9(g)(i) the purchaser/transferee shall make an adjustment in favour of the vendor in the amount of \$165.00 (GST inclusive) on Completion, to cover the additional costs of the vendor complying with the TA Act;
 - (iii) If the purchaser does not strictly comply with the time period in clause 4.3(a) the adjustment to be made in favour of the vendor on Completion shall be the aggregate of \$165.00 plus \$22.00 (both GST inclusive) per day or part thereof, for each day the purchaser is late in complying with condition 9(g)(i).
- (h) **Parties to co-operate**
The parties must co-operate with each other and take all reasonable steps to comply with their respective obligations under Subdivision 14-E of Schedule 1 to the TA Act including:
- (i) providing any information reasonably requested by the other party; and
 - (ii) making any necessary additions or amendments to this contract to address any requirement under the GST Act or the TA Act.
- (i) **Penalties**
The purchaser is responsible for any penalties or interest payable to the Commissioner arising from the late payment of the GST Withholding Amount except to the extent that the penalty or interest arises from the vendor failing to comply with its obligations under the TA Act.
- (j) **Essential Term**
This condition 9 is an essential term of this contract.

10. Fencing

The vendor is not required to contribute to the cost of fencing the property, even though the vendor may own land adjoining the Land.

11. Interest on delayed completion

- (a) If the purchaser completes this contract but does not do so on or before the Completion Date, then on the actual date of Completion, the purchaser must pay interest on:
- (i) the balance of the price; and
 - (ii) any other amount that the purchaser must pay to the vendor under this contract.
- (b) The purchaser must pay the interest at a rate of ten percent (10%) per annum calculated daily for the period from and including the day after the Completion Date, up to and including the actual date of Completion.
- (c) Despite clause 14, the parties must make adjustments at the earlier of the Completion Date, the date possession is given to the purchaser and the actual date of Completion.
- (d) Payment of the interest under this condition 11 is an essential term of this contract.
- (e) The purchaser need not pay interest for as long as the purchaser is ready, willing and able to complete but Completion cannot take place because the vendor cannot complete.

12. Notice to Complete

- (a) Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of fourteen (14) days from the date of service of the notice is allowed for Completion.
- (b) The party serving a notice to complete may at any time:
- (i) withdraw the notice to complete by further notice to the party in default and at that party's option, issue a further notice to complete; or
 - (ii) unilaterally extend the time allowed by the notice to complete, with such extended time remaining of the essence of the notice to complete and this contract.
- (c) The vendor will not be regarded as not being ready, willing and able to complete this contract because of the existence of a charge/outgoing, which charge/outgoing will be paid or removed on Completion.
- (d) Without limiting any other provision of this contract, the vendor is not required to remove any charge on the Land for any outgoing if it will be paid on Completion.

- (e) If the vendor serves a notice to complete, the purchaser must pay to the vendor the sum of \$385.00 (GST inclusive), being a genuine pre-estimate of the damages payable by the purchaser for breach in order to reimburse the vendor for additional legal costs payable by the vendor in connection with the preparation and service of the notice. It is an essential provision of this contract that this amount be paid on Completion in addition to all other monies required to be paid by the purchaser under this contract at that time.
- (f) This condition 12 is an essential term of this contract.

13. Council, Water and Sewerage Rates and land Tax

- (a) If, at Completion, a separate assessment for Council (including water and sewerage) rates in respect of the Land for the year current at Completion has not been issued, no regard is to be had to the actual separate assessment if and when it issues and:
 - (i) the vendor must pay or procure the payment of the actual separate assessment if and when it issues for the year current at Completion; and
 - (ii) on Completion the purchaser must adjust the amount referred to in Item 1 of Schedule 5 in accordance with clauses 14 and condition 11(c).
- (b) The vendor requires a land tax adjustment for the year current at Completion as follows:
 - (i) on Completion the purchaser must adjust the amount referred to in item 2 of Schedule 5 in accordance with clause 14 and condition 11(c); and
 - (ii) no regard is to be had to any actual assessment for any land which includes the Land or for the Land, which is issued for the year current at Completion.
- (c) The vendor must, before Completion, pay or procure the payment of:
 - (i) the assessment for Council (including water and sewerage) rates; and
 - (ii) any assessment of land tax,

issued before Completion for any land which includes the Land or for the Land, either in full or to the extent necessary to free the Land from any charge for payment of rates, but if the current assessment relates to the Land or the Development Site and not just the Land then the vendor by virtue of this clause undertakes to pay the current assessment by the due instalment dates and shall also pay the separate assessment (if any) which subsequently issues for (or for part thereof) the current period in respect to the Land.

14. Intention to register certain documents

- (a) The vendor intends to have the documents referred to in Schedule 4 registered before Completion.
- (b) If the vendor decides not to have a document referred to in Schedule 4 **(Unnecessary Document)** registered the vendor must, no later than the day when the vendor serves notice of registration of the document(s) referred to in Schedule 4, serve notice of that decision.

15. Replacement of Amendment of documents

- (a) At any time before the vendor serves notice that the document(s) referred to in Schedule 2 are registered, the vendor may:
 - (i) replace a document or plan attached to this contract **(Replaced Document)** with another document or plan **(Replacement Document)**; or
 - (ii) add a new document or amend a document or plan attached to this contract with another document or plan **(Amended Document)**; orand serve notice on the purchaser of the Replacement Document or Amended Document, whichever is applicable.
- (b) From and including the day of service of a notice under condition 15(a) the Replaced Document or Amended Document is taken to be no longer attached to this contract and the Replacement Document or Amended Document (as the case may be) is taken to be attached to this contract.

16. Easements

- (a) The purchaser is aware that at the contract date all:
 - (i) the easements, restrictions on use and positive covenants; and
 - (ii) the leases, agreements and arrangements; and
 - (iii) the rights and privileges,affecting the Land or the Development Site may not have been created, entered into, granted or dedicated and following the date of this contract the vendor may create, enter into, make, grant or dedicate those that have not have been created, entered into, granted or dedicated, including without limitation those in favour of any Service Providers.
- (b) Within three business days of the date the vendor serves notice that the documents referred to in Schedule 2 are registered, the vendor must serve notice of any easement, restriction on use or positive covenant being created or any lease, agreement or arrangement being entered into or made or any right or privilege being granted or any land being dedicated.
- (c) The purchaser may not make a claim, requisition or objection, delay Completion, rescind or terminate this contract as a result of any matter arising out of this condition 16.

17. Limitation on Purchaser's rights

- (a) The purchaser may not make a claim or requisition, delay Completion, rescind or terminate in connection with anything done by the vendor which is not prohibited under this contract.
- (b) Despite condition 17(a), the purchaser may rescind if the following matter detrimentally affects the Land to an extent which is substantial:
 - (i) there is a difference between documents or plans attached to this contract and those documents or plans as actually registered and, where such a difference relates to a change in the total area of the Land, the parties agree that:
 - (ii) a decrease in the total area of the lot forming the Land is less than or equal to five percent (5%) is taken not to detrimentally affect the Land to an extent which is substantial; and
 - (iii) a decrease in the total area of the lot forming the Land of more than five percent (5%) is taken to detrimentally affect the Land to an extent which is substantial and they are not referred to in condition 22;
- (c) A right of rescission under condition 17(b) may only be exercised within fourteen (14) days (see condition 27(a)) and in this respect time is of the essence of this contract) of the earlier of the date the vendor notifies the purchaser of the relevant matter and the date the vendor serves notice of registration of the document(s) in Schedule 2.

18. Development Activities

- (a) The purchaser acknowledges that the vendor intends to carry out some or all of the Development Activities and the Development Activities may continue to be carried out after Completion. The vendor must use reasonable endeavours to ensure that the Development Activities cause as little interference as is possible to the purchaser's enjoyment of the Land.
- (b) The vendor discloses that as part of the Development Activities, the vendor may move, shift or reconfigure some of the streets, landscaped areas and/or recreational areas for the Development as depicted in the Development Consent or Draft Plan prior to the registration of the document(s) in Schedule 2. The purchaser may not make a claim or requisition, delay Completion, rescind or terminate in connection with anything done by the vendor pursuant to this clause.
- (c) The purchaser may not make any objection, requisition, claim, delay Completion, rescind or terminate in respect of the Development Activities carried on by the vendor or do any act or thing to restrain the vendor (or its agents or contractors) from carrying out the Development Activities.
- (d) The vendor discloses that the vendor may vary, modify or replace the Development Consent for the Development.
- (e) The purchaser may not make any objection, requisition, claim, delay Completion, rescind or terminate in respect of the vendor varying, modifying

or replacing the Development Consent for the Development.

19. Purchaser's representations and warranties

- (a) Subject to condition 19(c), the purchaser represents and warrants that:
- (i) it was not induced to enter into this contract by and did not rely on any representations made by the vendor, the vendor's agent or persons on behalf of the vendor or warranties about the subject matter of this contract (including, without limitation, representations or warranties about the nature or the fitness or suitability for any purpose of the property or the view from the property or about any financial return or income to be derived from the property or anything in an advertisement or sales brochure or report) except those representations and warranties set out in this contract;
 - (ii) it has relied entirely on its own enquires relating to the Land prior to entering into this contract including the obtaining of independent legal advice;
 - (iii) it has satisfied itself as to its obligations and rights under this contract; and
 - (iv) it has inspected all documentation attached to this contract, and is aware of all of the terms of and restrictions and prohibitions contained in this documentation.
- (b) The purchaser must not make any objection, requisition, claim, delay Completion, rescind or terminate in respect of a matter disclosed in the documentation attached to this contract.
- (c) The purchaser warrants that any promises, representations, warranties or undertakings (other than those contained in this contract) it has relied upon in entering into this contract have been set out in Schedule 8 by the purchaser prior to entering into this contract. The purchaser acknowledges that the vendor is entitled to rely upon this warranty.

20. Agent

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

21. Death, Incapacity or insolvency

- (a) The vendor may rescind this contract, if the purchaser is an individual who:

- (i) dies; or
 - (ii) becomes incapable because of unsoundness of mind, to manage the purchaser's own affairs.
- (b) The vendor may terminate this contract if the purchaser:
- (i) is an individual who:
 - (1) is bankrupt;
 - (2) has a receiver, receiver and manager or administrator appointed to it or to any of its assets;
 - (3) makes an assignment for the benefit of, or enters into an arrangement or composition with, its creditors; or
 - (4) stops payment of, or is unable to pay, its debts within the meaning of the *Corporations Act 2001* (Cth); or
 - (ii) is a company, which:
 - (1) resolves to go into liquidation;
 - (2) has a petition for its winding-up presented and not withdrawn within thirty (30) days of presentation;
 - (3) enters into a scheme of arrangement with its creditors under the *Corporations Act 2001* (Cth) or similar legislation; or
 - (4) has a liquidator, provisional liquidator, administrator, receiver or receiver and manager of it appointed.
- (c) If anything in condition 21(b) occurs, then the purchaser has failed to comply with an essential provision of this contract.
- (d) The vendor may rescind or terminate this contract under this condition 21, without affecting any of its other rights.

22. Vendor's Disclosure

(a) General disclosures

The vendor discloses that:

- (i) the vendor does not warrant the accuracy or completeness of any document referred to in Schedule 1;
- (ii) the vendor intends to procure the registration of the Plan of Subdivision;
- (iii) the number or configuration of the lots in the Plan of Subdivision as registered may vary from the number or configuration of lots as shown in the Draft Plan;
- (iv) as part of the Development Activities, the vendor may move, shift or reconfigure some of the streets, landscaped areas and/or recreational areas for the Development as depicted in the Development Consent or Draft Plan and/or marketing material for the Development;
- (v) the number or configuration of the lots or areas within the Development may vary from the number or configuration or lots or areas as shown in the Development Consent or Draft Plan;

- (vi) easements, restrictions on use or positive covenants may be imposed or required by Council or Governmental Agency which are not disclosed in this contract;
 - (vii) it may be necessary to make changes to the draft documents attached to this contract to meet the requirements of Council, Service Providers or Governmental Agency;
 - (viii) arrangements with Service Providers for the provision of services to the Land or the Development Site may not have been concluded as at the contract date;
 - (ix) the vendor may enter into arrangements with Service Providers including, but not limited to easements, restrictions on use, positive covenants, leases, bonds, guarantees or security deposits;
 - (x) if any Service Provider providing energy requires one or more electrical substations to be established, the area of the electrical substations (of the size and location as required by the Service Provider) may be dedicated, leased or encumbered by easement rights in favour of the Service Provider;
 - (xi) the vendor, either alone or with others, proposes to carry out Development Activities on the Development Site and may do so in stages;
 - (xii) some or all of the easements, covenants, restrictive covenants, leases and instruments anticipated to be created or released may be created by another plan or instrument;
 - (xiii) the lot number of the Land at Completion may be different from the lot number of the Land shown in this contract; and
 - (xiv) the address of the Land at Completion will be different from the address of the Land shown in this contract as the Council has not yet approved the name for the street on which the Land is located.
 - (xv) the vendor may vary, modify or replace the Development Consent for the Development.
- (b) The Disclosures outlined in condition 22(a) reflect the vendor's current proposals and concepts in relation to the Development. Unless otherwise provided in the contract, the Disclosures do not impose obligations on the vendor to effect those proposals and concepts nor do the Disclosures restrict the vendor from varying those proposals and concepts.
- (c) The purchaser acknowledges the Disclosures. The purchaser shall not be entitled to make any claim or requisitions, delay Completion, rescind or terminate because of any Disclosure in this condition 22.

23. Position of Council's water supply

- (a) The vendor specifically discloses that:
- (i) the position of the Council's water supply on the Land or the

Development Site at the time of Completion may not be as shown in the diagrams attached to the contract, if any; and

- (ii) the vendor is not sure what the exact position of the Council's water supply on the Land or the Development Site will be at the time of Completion but will ensure that if the water supply passes under buildings in the Development Site the necessary approvals for building over water supply will be obtained from Council (and any requirements will be complied with).
- (b) The purchaser takes the Land subject to the water, sewerage, drainage, electricity and other installations and Services existing on Completion.
- (c) The purchaser may not make any objection, requisition or claim, delay Completion or rescind or terminate if at the time of Completion:
 - (i) any connection passes through any other Land;
 - (ii) any connection to any other Land passes through the Land which forms part of the Development Site;
 - (iii) any water or sewerage main or any underground or surface stormwater pipe passes through over or under the Land which forms part of the Development Site; or
 - (iv) any sewer manhole or vent is located on the Land which forms part of the Development Site.

24. Right to Rescind

After the Registration Sunset Date and before notice of the registration of the documents referred to in Schedule 2 is served, either party may rescind this contract by serving notice on the other and clause 19 will apply.

25. Selling and/or Leasing Activities

- (a) Both before and after Completion and until the vendor completes the sale of all lots within the Plan of Subdivision and created through the subdivision of the Development Site as part of the Development, the vendor and persons authorised by the vendor may:
 - (i) conduct selling and leasing activities in and about the Development Site (but not the Land);
 - (ii) place and maintain in and about the Development Site (but not the Land) including without limitation, signs in connection with those selling and leasing activities; and
 - (iii) place and maintain in and about the Development Site (but not the Land) including without limitation, offices and other facilities for sales people.
- (b) In exercising its rights under condition 25(a), the vendor must cause as little interference as is possible to the purchaser's enjoyment of the Land.

- (c) This condition 25 will not merge on Completion and continues in full force and effect until the vendor has completed the sale of all the lots which are created through the subdivision of the Development Site as part of the Development.

26. Purchaser's obligations about Designated Matters

- (a) The purchaser must:
 - (i) use all reasonable endeavours to ensure any mortgagee of the property complies with this condition 26; and
 - (ii) do all things as the vendor may reasonably require (at the purchaser's cost) to give effect to the Designated Matters.
- (b) The purchaser must not:
 - (i) make any objection, requisition or claim, delay Completion or rescind or terminate because of any Designated Matter;
 - (ii) do anything which may delay or prevent any Designated Matter being implemented or given effect to, or the vendor exercising rights in relation to any Designated Matter (e.g. commence proceedings in a Court); or
- (c) procure or request any person (including any mortgagee) to do anything which may delay or prevent any Designated Matter being implemented or given effect to, or the vendor exercising rights in relation to any Designated Matter.
- (d) This condition 26 does not merge on Completion.

27. FIRB Approval

- (a) Subject to condition 28(b), the purchaser warrants to the vendor:
 - (i) it is not a Foreign Person; and
 - (ii) the Treasurer cannot prohibit and has not prohibited the transfer of the Land to the purchaser under the *Foreign Acquisitions and Takeover Act 1975* (Cth).
- (b) If the purchaser is a Foreign Person, on or before the date of the contract (or another date nominated by the vendor), the purchaser must:
 - (i) inform the vendor of that fact; and
 - (ii) make an application to the Treasurer for approval for the transfer of the property to the purchaser under the *Foreign Acquisitions and Takeover Act 1975* (Cth) and to keep the vendor informed of the progress of the application.
- (c) If the purchaser is unable to obtain the approval of the Treasurer within forty-two (42) days from the date of this contract, either party may rescind this contract by notice in writing to the other by no later than the date being forty-nine (49) days from the date of this contract and in which case clause

19 will apply. Time is of the essence in respect of either party's right to rescind under this clause.

- (a) The purchaser agrees its promise in conditions 28(a) and 28(b), as applicable, is an essential term of this contract a breach of which will entitle the vendor to terminate this contract.

28. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser [insert guarantors full names] (the guarantors), as is evidenced by the guarantors execution hereof, guarantee the performance by the purchaser of all of the purchaser's obligations under the contract and indemnify the vendor against any cost or loss whatsoever arising as a result of the default by the purchaser in performing its obligations under this contract for whatever reason. The vendor may seek to recover any loss from the guarantor before seeking recovery from the purchaser and any settlement or compromise with the purchaser will not release the guarantor from the obligation to pay any balance that may be owing to the vendor. This guarantee is binding on the guarantors, their executors, administrators and assigns and the benefit of the guarantee is available to any assignee of the benefit of this contract by the vendor.

<p>SIGNED by the guarantors in) the presence of:)</p> <p>_____ Signature of Witness</p> <p>_____ Print Name of Witness</p>	<p>_____ Signature</p> <p>_____ Signature</p>
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29. No Caveat by Purchaser

The purchaser must not lodge a caveat for recording on any folio of the certificate of title for the Land or the Development Site.

30. Duty

- (a) The purchaser must pay all duty, including but not limited to:
 - (i) fines and penalties relating to this contract;
 - (ii) an instrument entered into under this contract; and
 - (iii) a transaction evidenced by this contract.
- (b) The purchaser indemnifies on demand the vendor against a liability for duty.

31. Entire Agreement

- (a) This contract constitutes the entire agreement of the parties about the sale of the Land.

- (b) This contract supersedes all previous agreements, understandings and negotiations on the sale of the Land.
- (c) This contract may be amended or varied by written memorandum signed by both the vendor and purchaser.

32. Draft documents

A reference in this contract to a draft document is a reference to the copy of the document of that name attached to this contract or served on the purchaser after the contract date.

33. Certain provisions apply after completion

The provisions of this contract that are intended to have application after Completion continue to apply despite Completion.

34. Exercise of certain rights to rescind

If a right to rescind given by a clause is not exercised within the period specified for its exercise it may not be exercised.

35. Expert Determinator

- (a) If a disagreement under this contract is referred to an Expert Determinator, then:
 - (i) the Expert Determinator acts as an expert and not as an arbitrator;
 - (ii) the Expert Determinator's decision is final, conclusive and binding on the parties; and
 - (iii) the costs of the determination are to be paid as the Expert Determinator decides but if the Expert Determinator does not make a decision about costs, then they are to be paid by the party against whom the Expert Determinator's decision is made or if there is no such party, by the parties equally.

36. Governing law, jurisdiction and service of process

- (a) This contract is governed by the law enforced in New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum and that both courts do not have jurisdiction.
- (c) Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.

37. Part IV Conveyancing Act 1919

- (a) The purchaser acknowledges the specific disclosure by the vendor in the Planning Certificate of the environmental planning instrument affecting the Land and that the purchaser has or is taken to have inspected those instruments and is aware of all restrictions and prohibitions on development of the Development Site contained in those instruments.
- (b) Where the information, express or implied, contained in the Planning Certificate is inconsistent with the disclosures in this clause, the disclosures in this clause prevail to the extent of the inconsistency.
- (c) The purchaser may not, subject to anything to the contrary in Part IV of the *Conveyancing Act 1919* (**Part IV of the Act**), make any objection, requisition or claim, delay Completion or rescind or terminate because of anything referred to in the Planning Certificate.
- (d) If the purchaser makes any claim that this contract does not comply with the requirements of Part IV of the Act the purchaser bears the onus of establishing that this contract does not comply with the requirements.

38. Electronic Settlement

- (a) The parties agree this Contract may be settled electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) If applicable, then within seven (7) days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within seven (7) days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than three (3) working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

- (i) If the Purchaser requests that completion of this matter not be an electronic transaction, and the Vendor consents, the Purchaser must pay to the Vendors Solicitor:
 - (i) the sum of \$550.00 (GST inclusive), being a genuine pre-estimate of the damages payable by the Purchaser, in order to reimburse the Vendors Solicitor for additional attendances associated with completion this matter as a paper settlement; and
 - (ii) the amount of any disbursement payable by the Vendor under clause 4.2.

39. Requisitions on title

The purchaser acknowledges that the only form of Requisitions on Title that the purchaser is entitled to make pursuant to clause 5.1 are those Requisitions on Title annexed.

40. Assignment by Vendor to Third Party Vendor

- (a) The purchaser acknowledges and agrees that the vendor may transfer the Land or the Development Site to a Third Party vendor prior to Completion.
- (b) If the vendor transfers the Land or the Development Site to a Third Party Vendor, the vendor must give to the purchaser written notice to that effect. Such notice to include the name of the Third Party Vendor.
- (c) If the vendor gives to the purchaser a notice in accordance with condition 41(b):
 - (i) the purchaser agrees to the transfer of the Land or the Development Site to the Third Party Vendor in accordance with this condition 41;
 - (ii) the purchaser agrees to the vendor novating the vendor's rights and obligations under this contract to the Third Party Vendor; and
 - (iii) the purchaser must accept on Completion a transfer of the Land in registrable form duly executed by the Third Party Vendor or completed by the Third Party Vendor's representative in an Electronic Workspace.
- (d) If required by the vendor, the vendor and the purchaser must enter into a deed of novation to novate the vendor's rights and obligations under this contract from the vendor to the Third Party Vendor in accordance with the following provisions:
 - (iv) the vendor must, at its cost, prepare the deed of novation;
 - (v) the purchaser must sign the deed of novation within 14 days from the date the deed of novation is issued by the vendor to the purchaser; and
 - (vi) the deed of novation must contain a provision:
 - (1) releasing the vendor from all of the vendor's obligations under this contract; and
 - (2) confirming the Third Party Vendor's obligation to be bound

by this contract in favour of the purchaser.

41. Resale

- (a) Subject to condition 42(b), the purchaser warrants that it will not without the vendor's prior written consent:
- (i) advertise or offer to sell the Land; or
 - (ii) enter into, or purport to enter into, any contract, deed or agreement to sell the Land (whether by way of contract for sale, call option, put option, put and call option, or any other arrangement), to any other person before Completion of this contract. This clause does not merge on Completion.
- (b) The vendor will not withhold its consent to the purchaser provided the following conditions are satisfied by the purchaser:
- (i) any advertising or marketing material intended to be used for the sale of the Land by the purchaser must be in accordance with the standard, quality and look of the advertising and marketing material used by the vendor for the sale of other lots in the Development;
 - (ii) copies of the proposed advertising and marketing material to be used by the purchaser must first be submitted to the vendor for its prior written approval;
 - (iii) the advertising, marketing and/or sale of the Land must not be likely to detrimentally affect the vendor's sale of other lots in the Development;
 - (iv) the vendor has sold 90% of the lots in the Development; and
 - (v) if the purchaser approaches the vendor to rescind this contract and have the vendor re-sell the Land, and if the vendor in its absolute discretion willing to do this , then the vendor can require that all costs incurred in meeting the purchasers request will be reimbursed by the purchaser.

42. Sewerage Diagrams

- (a) The purchaser acknowledges that a sewerage infrastructure location diagram (service local diagram) and sewerage lines location diagram (sewerage service diagram) (**Diagrams**) are not:
- (i) available from the relevant authority, in the ordinary course of administration of that authority; and
 - (ii) a prescribed document for the purpose of *s52A Conveyancing Act 1919* in relation to this contract.
- (b) The purchaser cannot take any objection, make any requisition, claim or delay completion as a result of the Diagrams not being available.

43. Residents Information Package

The purchaser acknowledges receipt of the Residents Information Package, as annexed to this contract as Attachment 10.

44. Settlement figures

- (a) It is an essential term of this Contract that the Purchaser's representative must submit adjustment figures and supporting certificates for rates and other assessments included in the adjustment figures to the Vendor's Solicitor at least three (3) business days before the due date for completion.
- (b) The Purchaser acknowledges that if it fails to comply with special condition 45(a), the Purchaser must pay to the Vendor the sum of \$385.00 (GST inclusive) being a genuine pre-estimate of the damages payable by the Purchaser, in order to reimburse the Vendor for additional attendances associated with the late submission of the adjustment figures. It is an essential provision of this Contract that this amount be paid on completion in addition to all other monies required to be paid by the Purchaser at that time.

45. Electronic Execution by Parties

- (a) The parties acknowledge and agree that the execution of this Contract may be effected by the use of either scanned or emailed signatures (hereinafter called "the manner of the execution of this Contract").
- (b) The parties agree that they will not make any objection or claim any right to terminate or rescind this Contract or delay the completion of this Contract due to the manner of the execution of this Contract.
- (c) The party that provides either a scanned or emailed signature on exchange agrees to provide the original signature page of this Contract to the other party within ten (10) days after the date of this Contract.

46. Deposit less than 10%

Notwithstanding any other provision of this contract, if:

- (a) the deposit agreed to be paid by the purchaser on exchange of contracts is less than 10% of the purchase price; and
- (b) the vendor becomes entitled to forfeit the deposit due to the default of the purchaser, the purchaser will immediately upon demand pay to the vendor the difference between the 10% of the purchase price and the amount actually paid on exchange of contracts.

47. Severability

In the event of any part of this contract being or becoming void or unenforceable or being illegal then that part shall be severed from this contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

48. Waiver of breach

No waiver of any breach of this contract or any of the terms of this contract will be effective unless that waiver is in writing and is signed by the party against whom the waiver is claimed. No waiver of any breach shall operate as a waiver of any other breach or subsequent breach.

49. Cooling off extension

- (a) When the Purchaser requests the Vendor to extend any cooling-off period, it is an essential term that on completion of this contract the Purchaser shall pay the sum of \$485.00 (inclusive of GST) for each extension requested, to reimburse the Vendor for the additional legal costs incurred by the Vendor in connection with the request for the extension of the cooling-off period whether or not the Vendor agrees with the request.
- (b) Where the Purchaser rescinds this contract pursuant to the cooling-off period legislation, a certified copy of this special condition submitted to the deposit holder shall be sufficient authority for the deposit holder to release this amount from any deposit held by the deposit holder.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Long Gully Investments Pty Ltd ACN 132 922 199
Purchaser:
Property: Stage 2 - Wattle View Estate ,
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
 - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- 17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- 18. If a swimming pool is included in the sale:
 - (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificates should be handed over on settlement.
- 19. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations

- 20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 21. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
- 22. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23. (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other Property pass through the Property?
- 24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Capacity

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

Requisitions and transfer

- 26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 30. The purchaser reserves the right to make further requisitions prior to completion.
- 31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Schedule 1

Disclosure Documents

Part 1

The following documents are attached:

- Draft Plan
- Draft Plan Instrument referred to in that Draft Plan Instrument;
- Standard Requisitions on Title;
- Residents Information Package

Part 2

Copies of the following documents are attached:

- Title Searches;
- Deposited Plans
- Enclosure Permit
- Planning Certificates pursuant to section 10.7 (2) of the Environmental Planning and Assessment Act 1979 (NSW) for the lots comprising in the Land

Schedules - Wattle View Estate - Stage 2

Schedule 2

Documents to be Registered

Draft Plan

Draft Plan Instrument

Schedules - Wattle View Estate - Stage 2

Schedule 3

Sunset Dates

Registration Sunset Date

eighteen (18) months from Contract date (as may be extended under condition 6)

Schedules - Wattle View Estate - Stage 2

Schedule 4

Intention to Register

Draft Plan Instrument

Schedules - Wattle View Estate - Stage 2

Schedule 5

Rates

Item 1:	Council (includes water and sewerage) Rates	\$2,000.00 per annum
Item 2:	Land Tax	\$1,000.00 per annum

Schedules - Wattle View Estate - Stage 2

Disclosure Statement – Off the Plan Contracts

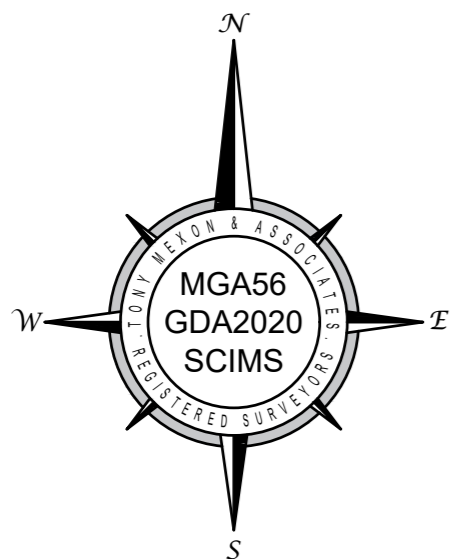
This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Long Gully Investments Pty Ltd ACN 132 922 199
PROPERTY	Stage 2 - Wattle View Estate Wattle Ponds 2330

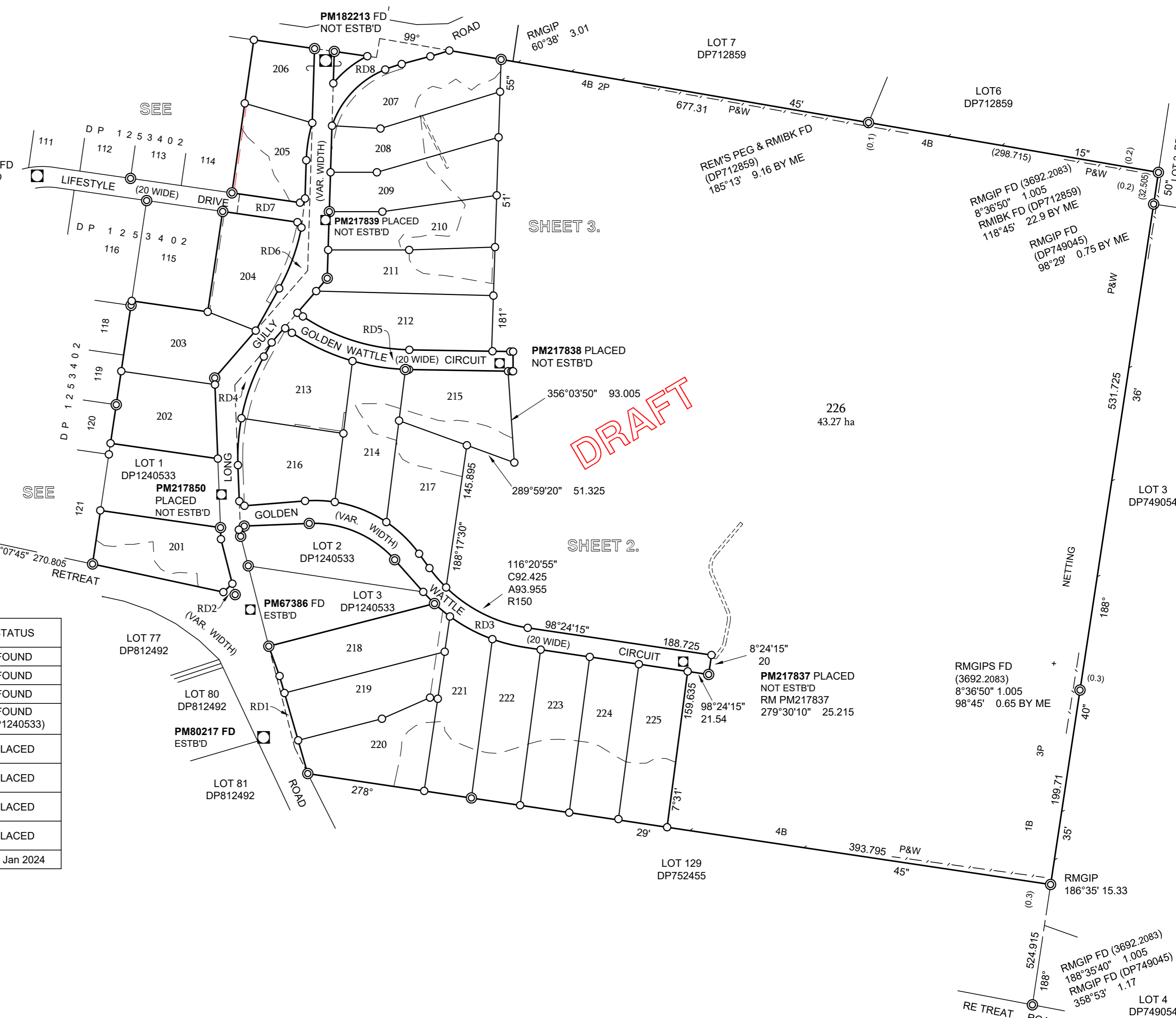
TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion	Later of: (a) Thirty five (35) days from the contract date; & (b) twenty one (21) days after the day on which the vendor serves notice of the registration of the documents referred to in Schedule 2.	Refer to clause(s):	Condition 4		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	Schedule 2 and condition 6
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	Condition 11		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	8.2013.211.6		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input type="checkbox"/> Yes	Provide details:			
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:			

ATTACHMENTS <i>(s66ZM(2) of the Conveyancing Act 1919)</i>	
The following prescribed documents are included in this disclosure statement (<i>select all that apply</i>).	
<input checked="" type="checkbox"/> draft plan <input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan <input type="checkbox"/> proposed schedule of finishes <input type="checkbox"/> draft strata by-laws <input type="checkbox"/> draft strata development contract	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement <input type="checkbox"/> draft community/precinct/neighbourhood/development contract <input type="checkbox"/> draft strata management statement <input type="checkbox"/> draft building management statement



PM TRAVERSE			
FROM	TO	BEARING	DISTANCE
PM67386	PM67385	282°51'59"	472.595 SVY AZIMUTH 472.613 MGA GND
PM67385	PM188226	32°17'08"	395.536
PM188226	PM217839	97°36'47"	322.281
PM217839	PM182213	2°50'12"	160.072
PM182213	PM217838	150°22'02"	361.582
PM217838	PM217837	149°33'13"	353.046
PM217837	PM80217	260°55'36"	432.317
PM80217	PM67386	356°10'53"	130.316 SVY 130.312 MGA GND
PM67386	PM217850	343.0046	122.874
PM217850	PM217839	19°31'48"	313.103
PM217850	TS5471 OBANVALE	292°09'32"	OBSERVED
PM217850	TS5182 KILLYFUDDY	88°31'50"	OBSERVED



MARK	MGA EASTING	MGA NORTHING	CLASS	PU	METHOD	STATUS
PM67385	330331.515	6400238.682	B		SCIMS	FOUND
PM67386	330792.229	6400133.449	B		SCIMS	FOUND
PM80217	330800.873	6400003.433	A	0.03	SCIMS	FOUND
PM182213	330870.129	6400690.211	C		CADAstral SURVEY	FOUND (DP1240533)
PM217837	331227.783	6400071.602	D		CADAstral SURVEY	PLACED
PM217838	331048.897	6400375.943	D		CADAstral SURVEY	PLACED
PM217839	330862.208	6400530.346	D		CADAstral SURVEY	PLACED
PM217850	330756.333	6400250.954	D		CADAstral SURVEY	PLACED

Combined Scale Factor: 0.999928 MGA Zone 56 GDA2020 Values Obtained 2nd Jan 2024

ROAD DEDICATIONS

(SEE SHEETS 2 & 3 FOR DETAIL)

- RD1 WIDENING OF RETREAT RD
- RD2 SPLAY AT INTERSECTION OF RETREAT RD AND LONG GULLY RD
- RD3 GOLDEN WATTLE CIRCUIT (SOUTH ARM)
- RD4 WIDENING OF LONG GULLY RD
- RD5 GOLDEN WATTLE CIRCUIT (NORTH ARM)
- RD6 WIDENING OF LONG GULLY RD
- RD7 EXTENSION OF LIFESTYLE DRIVE
- RD8 DEVIATION OF LONG GULLY ROAD

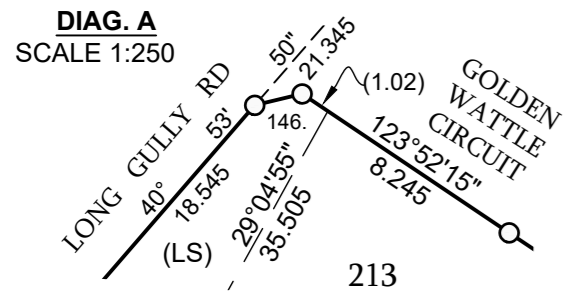
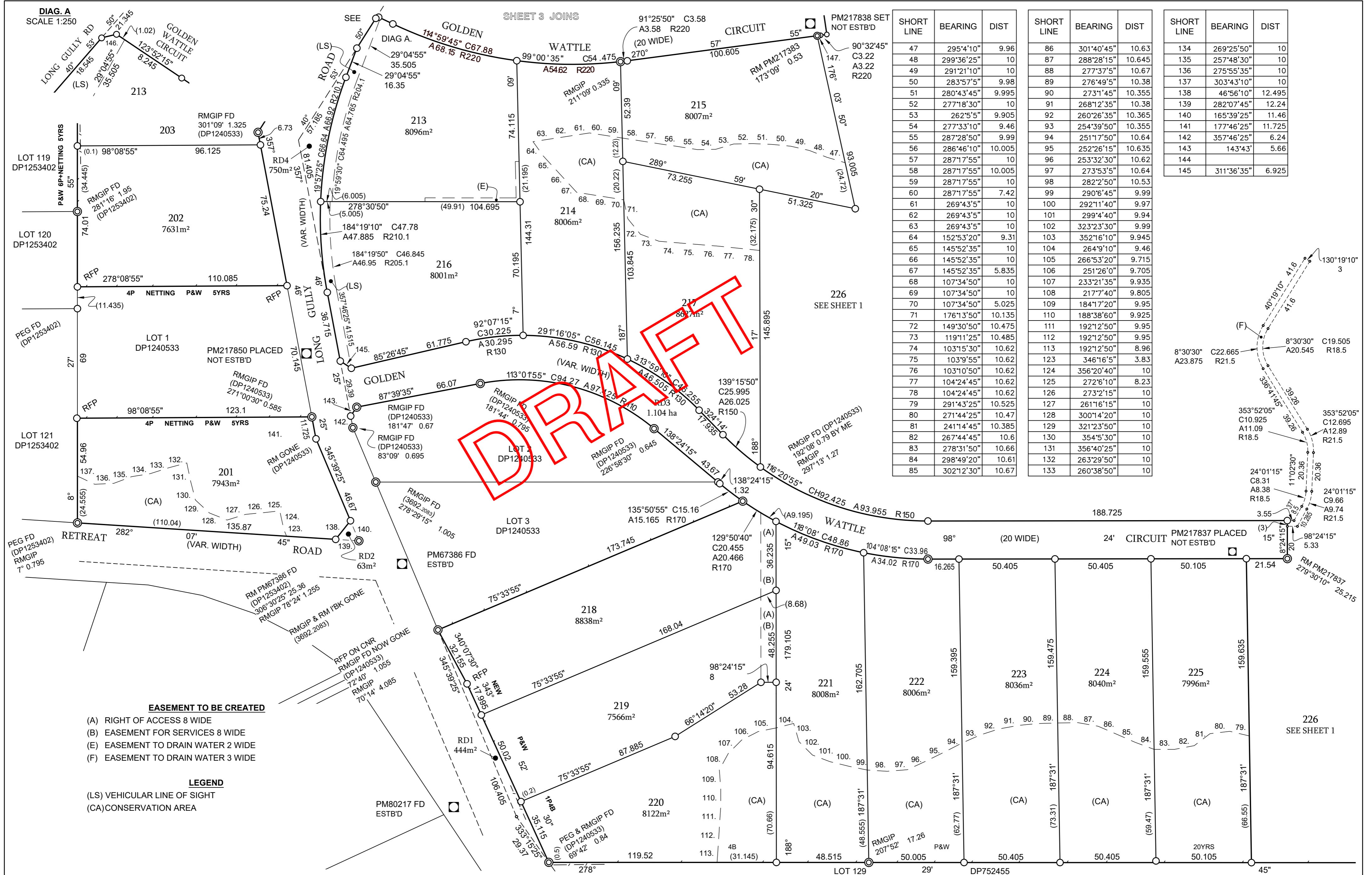
SURVEYOR
NAME: ANTHONY DOUGLAS MEXON
DATE: 11 JANUARY 2024
REFERENCE: 22-18 STAGE 2

PLAN OF SUBDIVISION OF
LOT 142 DP752455, LOT 5 DP1240533
AND LOT 123 DP1253402

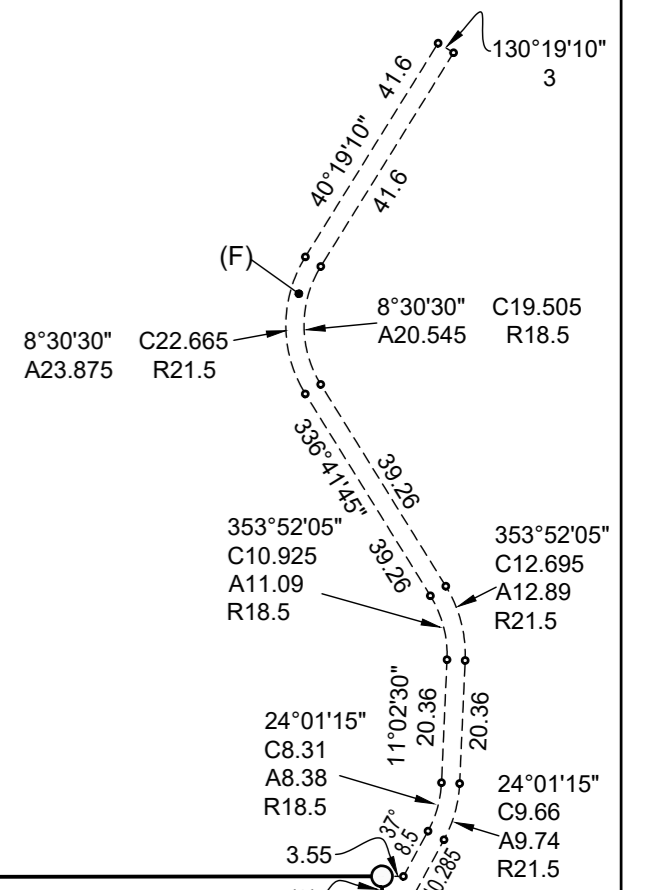
LGA: SINGLETON
LOCALITY: WATTLE PONDS
REDUCTION RATIO: 1:3000
LENGTHS ARE IN METRES.

REGISTERED

DP



SHORT LINE	BEARING	DIST	SHORT LINE	BEARING	DIST	SHORT LINE	BEARING	DIST
47	295°4'10"	9.96	86	301°40'45"	10.63	134	269°25'50"	10
48	299°36'25"	10	87	288°28'15"	10.645	135	257°48'30"	10
49	291°21'10"	10	88	277°37'5"	10.67	136	275°55'35"	10
50	283°57'5"	9.98	89	276°49'5"	10.38	137	303°43'10"	10
51	280°43'45"	9.995	90	273°1'45"	10.355	138	46°56'10"	12.495
52	277°18'30"	10	91	268°12'35"	10.38	139	282°07'45"	12.24
53	262°5'5"	9.905	92	260°26'35"	10.365	140	165°39'25"	11.46
54	277°33'10"	9.46	93	254°39'50"	10.355	141	177°46'25"	11.725
55	287°28'50"	9.99	94	251°17'50"	10.64	142	357°46'25"	6.24
56	286°46'10"	10.005	95	252°26'15"	10.635	143	143°4'3"	5.66
57	287°17'55"	10	96	253°32'30"	10.62	144		
58	287°17'55"	10.005	97	273°53'5"	10.64	145	311°36'35"	6.925
59	287°17'55"	10	98	282°2'50"	10.53			
60	287°17'55"	7.42	99	290°6'45"	9.99			
61	269°43'5"	10	100	292°11'40"	9.97			
62	269°43'5"	10	101	299°4'40"	9.94			
63	269°43'5"	10	102	323°23'30"	9.99			
64	152°53'20"	9.31	103	352°16'10"	9.945			
65	145°52'35"	10	104	264°9'10"	9.46			
66	145°52'35"	10	105	266°53'20"	9.715			
67	145°52'35"	5.835	106	251°26'0"	9.705			
68	107°34'50"	10	107	233°21'35"	9.935			
69	107°34'50"	10	108	217°7'40"	9.805			
70	107°34'50"	5.025	109	184°17'20"	9.95			
71	176°13'50"	10.135	110	188°38'60"	9.925			
72	149°30'50"	10.475	111	192°12'50"	9.95			
73	119°11'25"	10.485	112	192°12'50"	9.95			
74	103°15'30"	10.62	113	192°12'50"	8.96			
75	103°9'55"	10.62	123	346°16'5"	3.83			
76	103°10'50"	10.62	124	356°20'40"	10			
77	104°24'45"	10.62	125	272°6'10"	8.23			
78	104°24'45"	10.62	126	273°2'15"	10			
79	291°43'25"	10.525	127	261°16'15"	10			
80	271°44'25"	10.47	128	300°14'20"	10			
81	241°14'45"	10.385	129	321°23'50"	10			
82	267°44'45"	10.6	130	354°5'30"	10			
83	278°31'50"	10.66	131	356°40'25"	10			
84	298°49'20"	10.61	132	263°29'50"	10			
85	302°12'30"	10.67	133	260°38'50"	10			



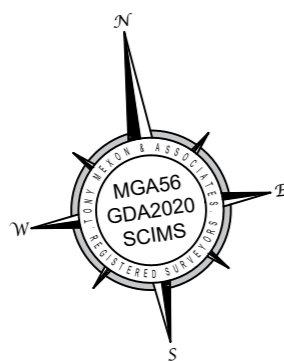
EASEMENT TO BE CREATED

(A) RIGHT OF ACCESS 8 WIDE
 (B) EASEMENT FOR SERVICES 8 WIDE
 (E) EASEMENT TO DRAIN WATER 2 WIDE
 (F) EASEMENT TO DRAIN WATER 3 WIDE

LEGEND

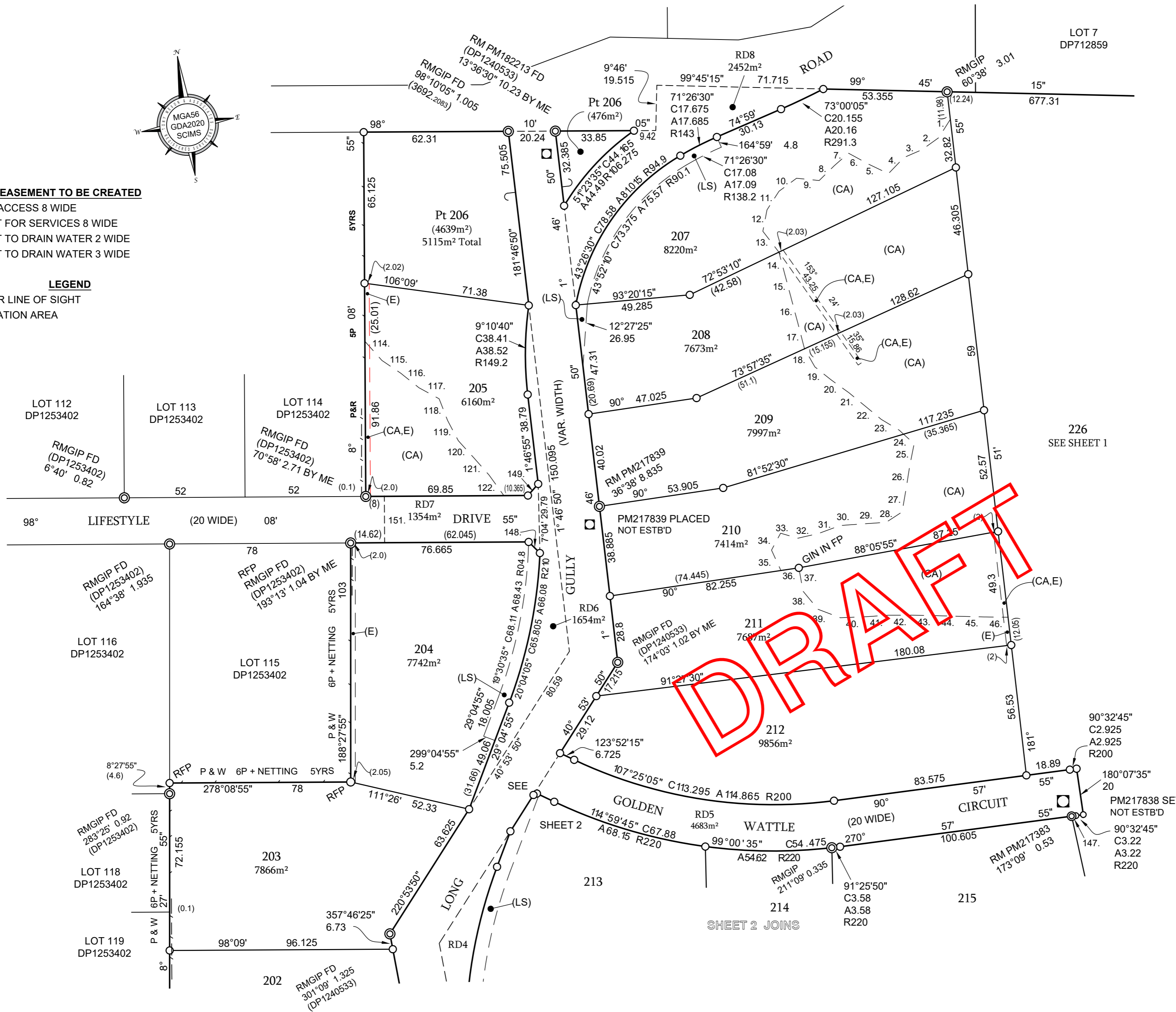
(LS) VEHICULAR LINE OF SIGHT
 (CA) CONSERVATION AREA

SURVEYOR NAME: ANTHONY DOUGLAS MEXON DATE: 11 JANUARY 2024 REFERENCE: 22-18 STAGE 2	PLAN OF SUBDIVISION OF LOT 142 DP752455, LOT 5 DP1240533 AND LOT 123 DP1253402	LGA: SINGLETON LOCALITY: WATTLE PONDS REDUCTION RATIO: 1:1250 LENGTHS ARE IN METRES.	REGISTERED DP
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- EASEMENT TO BE CREATED**
- (A) RIGHT OF ACCESS 8 WIDE
 - (B) EASEMENT FOR SERVICES 8 WIDE
 - (E) EASEMENT TO DRAIN WATER 2 WIDE
 - (F) EASEMENT TO DRAIN WATER 3 WIDE

- LEGEND**
- (LS) VEHICULAR LINE OF SIGHT
 - (CA) CONSERVATION AREA



DRAFT

SHORT LINE	BEARING	DISTANCE
1	220°52'20"	9.355
2	242°38'5"	8.78
3	254°53'50"	8.59
4	232°21'30"	9.605
5	304°2'0"	9.64
6	307°13'55"	9.665
7	237°15'10"	8.27
8	234°0'30"	9.04
9	284°17'20"	9.785
10	241°52'15"	9.405
11	221°19'30"	9.59
12	199°16'30"	9.355
13	150°55'10"	11.33
14	173°33'35"	9.13
15	173°33'35"	11.32
16	173°33'35"	11.32
17	173°51'45"	11.32
18	158°36'20"	9.025
19	137°5'40"	9.085
20	134°15'25"	9.105
21	137°48'10"	9.105
22	137°59'45"	9.105
23	129°41'25"	9.08
24	140°47'35"	8.665
25	199°41'10"	9.93
26	197°31'30"	9.94
27	198°13'5"	9.935
28	245°24'25"	8.25
29	274°43'5"	9.94
30	274°19'40"	9.935
31	258°6'50"	9.825
32	265°37'15"	9.2
33	294°36'50"	7.74
34	216°37'35"	8.265
35	163°46'55"	9.665
36	90°0'0"	(7.81)
37	178°20'45"	10.195
38	148°46'15"	10.205
39	119°11'55"	10.215
40	96°14'50"	10.32
41	94°43'5"	10.33
42	98°19'30"	10.32
43	99°38'50"	10.33
44	100°3'45"	10.33
45	99°55'30"	10.33
46	99°12'20"	10.33
114	146°46'50"	11.055
115	132°44'10"	9.895
116	137°3'40"	9.905
117	127°10'5"	9.93
118	167°12'15"	9.965
119	160°39'35"	9.915
120	146°15'40"	9.91
121	147°3'25"	9.93
122	152°40'45"	10.965
146	256°28'35"	1.61
147	90°57'55"	1.86
148	143°08'55"	6.81
149	49°57'55"	6.665
150		
151	188°08'55"	20
152		

SURVEYOR
 NAME: ANTHONY DOUGLAS MEXON
 DATE: 11 JANUARY 2024
 REFERENCE: 22-18 STAGE 2

PLAN OF SUBDIVISION OF
 LOT 142 DP752455, LOT 5 DP1240533
 AND LOT 123 DP1253402

LGA: SINGLETON
 LOCALITY: WATTLE PONDS
 REDUCTION RATIO: 1:1250
 LENGTHS ARE IN METRES.

REGISTERED

DP

Office Use Only	Office Use Only
Registered:	
Title System:	
PLAN OF SUBDIVISION OF LOT142 DP752455, LOT5 DP1240533 AND LOT123 DP1253402	LGA: SINGLETON Locality: WATTLE PONDS Parish: DARLINGTON County: DURHAM
<p style="text-align: center;">Survey Certificate</p> <p>I, Anthony Douglas Mexon of Tony Mexon & Associates Pty Ltd a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 11/01/2024....., or</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on,..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: PM67386 – PM67385 SCIMS Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 7557 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>
<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Registered Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Registration number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>*Strike through if inapplicable.</p>
Plans used in the preparation of survey/compilation. 3692.2083 DP712859 DP749045 DP1240533 DP1253402	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. It is intended to dedicate the areas labelled RD1, RD2, RD3, RD4, RD5, RD6, RD7 and RD8 to the public as public road.
Surveyor's Reference: 22-18 Stage 2	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT142 DP752455,
LOT5 DP1240533 AND LOT123 DP1253402**

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

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

Subdivision Certificate number:

Date of Endorsement:

Pursuant to section 88B of the Conveyancing Act 1919, it is intended to create:

1. Right of access 8 wide (A)
2. Easement for services 8 wide (B)
3. Easement to drain water 2 wide (E)
4. Easement to drain water 3 wide (F)
5. Positive Covenant (Conservation Areas)
6. Restriction on the Use of Land (Clearing)
7. Restriction on the use of land (Line of Sight)
8. Restriction on the use of land (Access)

EXECUTED by Long Gully Investments Pty Ltd

ACN 132 922 199 in accordance with the provisions of section 127 of the Corporations Act 2001:

Director/Secretary

Director

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOT142 DP752455,
LOT5 DP1240533 AND LOT123 DP1253402**

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

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

Subdivision Certificate number:

Date of Endorsement:

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
201	9	Long Gully	Road	Wattle Ponds
202	19	Long Gully	Road	Wattle Ponds
203	31	Long Gully	Road	Wattle Ponds
204	33	Long Gully	Road	Wattle Ponds
205	55	Long Gully	Road	Wattle Ponds
206	57	Long Gully	Road	Wattle Ponds
207	58	Long Gully	Road	Wattle Ponds
208	52	Long Gully	Road	Wattle Ponds
209	48	Long Gully	Road	Wattle Ponds
210	44	Long Gully	Road	Wattle Ponds
211	40	Long Gully	Road	Wattle Ponds
212	36	Long Gully	Road	Wattle Ponds
213	28	Long Gully	Road	Wattle Ponds
214	164	Golden Wattle	Circuit	Wattle Ponds
215	20	Golden Wattle	Circuit	Wattle Ponds
216	14	Long Gully	Road	Wattle Ponds
217	158	Golden Wattle	Circuit	Wattle Ponds
218	149A	Golden Wattle	Circuit	Wattle Ponds
219	149B	Golden Wattle	Circuit	Wattle Ponds
220	149C	Golden Wattle	Circuit	Wattle Ponds
221	145	Golden Wattle	Circuit	Wattle Ponds
222	141	Golden Wattle	Circuit	Wattle Ponds
223	135	Golden Wattle	Circuit	Wattle Ponds
224	129	Golden Wattle	Circuit	Wattle Ponds
225	125	Golden Wattle	Circuit	Wattle Ponds
226	144	Golden Wattle	Circuit	Wattle Ponds

If space is insufficient use additional annexure sheet

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS Á
PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF
RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED
TO BE CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919**

Sheet 1 of 6 Sheets

Plan

Plan of Subdivision of Lot
142 DP752455, Lot 5
DP1240533 and Lot 123
DP1253402

Full name and address
of the owner of the Land:

Long Gully Investments Pty Ltd
ACN 132 922 199
of 5 Millennium Court Silverwater
NSW 2128

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Access 8 wide (A)	218	219 & 220
		219	220
2	Easement for Services 8 wide (B)	218	219 & 220
		219	220
3	Easement to drain water 2 wide (E)	204	203
		205	206
		208	207
		209	207 & 208
		211	212
		213	216
4	Easement to drain water 3 wide (F)	226	Singleton Council
5	Positive Covenant	201, 205, 207, 208, 209, 210, 211, 214, 215, 217, 220, 221, 222, 223, 224, 225	Singleton Council
6	Restriction on the use of land	201 to 225 inclusive	Singleton Council

Plan

Plan of Subdivision of Lot
142 DP752455, Lot 5
DP1240533 and Lot 123
DP1253402

7	Restriction on the use of land	204, 207, 208, 213, 216	Singleton Council
8	Restriction on the use of land	201, 218, 219, 220	Singleton Council

Part 1A (Release)

Number of item shown in the intention panel on the plan	Identity of easement to be released and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for batter 5 wide created by DP1240533	Lot 2 DP1240533 Lot 3 DP1240533	Lot 5 DP1240533 Singleton Council
2	Easement for batter 8 wide created by DP1240533	Lot 1 DP1240533	Singleton Council

Part 2 (Terms)**1. Terms of Right of Access numbered 1 in the plan**

A right of access is created on the terms and conditions set out in Part 14 of Schedule 8 of the *Conveyancing Act 1919* (as amended).

Name of person empowered to release, vary or modify Right of Access numbered 1 in the plan.

Singleton Council and its successors.

2 Terms of Easement for Services 8 wide numbered 2 in the plan

An easement for services is created on the terms and conditions set out in Part 11 of Schedule 8 of the *Conveyancing Act 1919* (as amended).

Name of person empowered to release, vary or modify Easement for Services 8 wide numbered 2 in the plan.

Singleton Council and its successors.

Plan

Plan of Subdivision of Lot
142 DP752455, Lot 5
DP1240533 and Lot 123
DP1253402

3 Terms of Easement to Drain Water 2 Wide numbered 3 in the plan

An easement to drain water is created on the terms and conditions set out in Part 3 of Schedule 8 of the *Conveyancing Act 1919* (as amended).

Name of person empowered to release, vary or modify Easement to Drain Water 2 Wide numbered 3 in the plan.

Singleton Council and its successors.

4 Terms of Easement to Drain Water 3 Wide numbered 4 in the plan

An easement to drain water is created on the terms and conditions set out in Part 3 of Schedule 4A of the *Conveyancing Act 1919* (as amended).

Name of person empowered to release, vary or modify Easement to Drain Water 3 Wide numbered 4 in the plan.

Singleton Council and its successors.

5 Terms of Positive Covenant numbered 5 in the plan

5.1 In this positive covenant:

- (a) **Act** means the *Conveyancing Act 1919* (as amended);
- (b) **Council** means Singleton Council and its successors;
- (c) **Vegetation Management Plan** means the report "*Vegetation and Fauna Management Plan*" prepared by EcoLogical and dated August 2013.

5.2 No vegetation comprising of threatened species or ecological communities are permitted to be removed from any lot burdened.

5.4 No habitable structures shall be permitted to be erected ad/or remain within that part of any lot burdened designated (CA) on the plan.

5.5 The owner of the lot burdened covenants with Council to:

- (a) comply with the terms of the Vegetation Management Plan with the aim of retaining native vegetation and ensuring development is designed and managed in a manner which respects the natural attributes of the location;

Plan

Plan of Subdivision of Lot
142 DP752455, Lot 5
DP1240533 and Lot 123
DP1253402

- (b) maintain, repair and improve the existing retained vegetation in accordance with the Vegetation Management Plan;
- (c) take reasonable steps to eradicate or control noxious plants, noxious animals and noxious insects;
- (d) not clear or disturb more than 2,500m² (as a cumulative area) of vegetation on any lot burdened;
- (e) to permit 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 the land and inspect the vegetation upon the land;
- (f) to comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice.

Name of person empowered to release, vary or modify Positive Covenant numbered 5 in the plan.

Singleton Council and its successors.

6 Terms of Restriction on the Use of Land numbered 6 in the plan

- 6.1 The extent of vegetation disturbance on the lots burdened is not to exceed a cumulative area of 2,500m².
- 6.2 The vegetation disturbance referred to in this restriction on use may not occur on any lot burdened in that part of the lot which is designated (CA).
- 6.3 Any habitable structures may only be erected and wholly contained within that part of any lot burdened which has been cleared of vegetation.
- 6.4 In conjunction with the erection of any dwelling on the lots burdened, a rain garden shall be constructed in accordance with Singleton Council's requirements.

Name of person empowered to release, vary or modify Restriction on the Use of Land numbered 6 in the plan.

Singleton Council and its successors.

Plan

Plan of Subdivision of Lot
142 DP752455, Lot 5
DP1240533 and Lot 123
DP1253402

7 Terms of Restriction on the Use of Land numbered 7 in the plan

No structure shall be erected on any lot burdened in that part of the lot which is designated (LS).

Name of person empowered to release, vary or modify the Restriction on the Use of Land numbered 7 in the plan.

Singleton Council and its successors.

8 Terms of Restriction on the Use of Land numbered 8 in the plan

Direct access to and/or from any lot burdened is prohibited across the Retreat Road boundaries.

Name of person empowered to release, vary or modify the Restriction on the Use of Land numbered 8 in the plan.

Singleton Council and its successors.

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appears(s) below pursuant to the authority specified.

Corporation: Long Gully Investments Pty Limited ACN 132 922 199
Capacity: Registered Proprietor
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

.....

.....

Name of authorised person:
Office held: Director

Name of authorised person:
Office held: Director

Plan

Plan of Subdivision of Lot
142 DP752455, Lot 5
DP1240533 and Lot 123
DP1253402

EXECUTED BY SINGLETON COUNCIL

by its authorised delegate pursuant to s.377
Local Government Act 1993

.....

Name of delegate

)
)
)
)
)
)

.....
Signature of delegate

.....
Name of delegate

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

Signature of witness

Name of witness

Address of witness



FOLIO: 5/1240533

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/1/2024	2:47 PM	1	5/12/2018

LAND

LOT 5 IN DEPOSITED PLAN 1240533
AT WATTLE PONDS
LOCAL GOVERNMENT AREA SINGLETON
PARISH OF DARLINGTON COUNTY OF DURHAM
TITLE DIAGRAM DP1240533

FIRST SCHEDULE

LONG GULLY INVESTMENTS PTY LIMITED

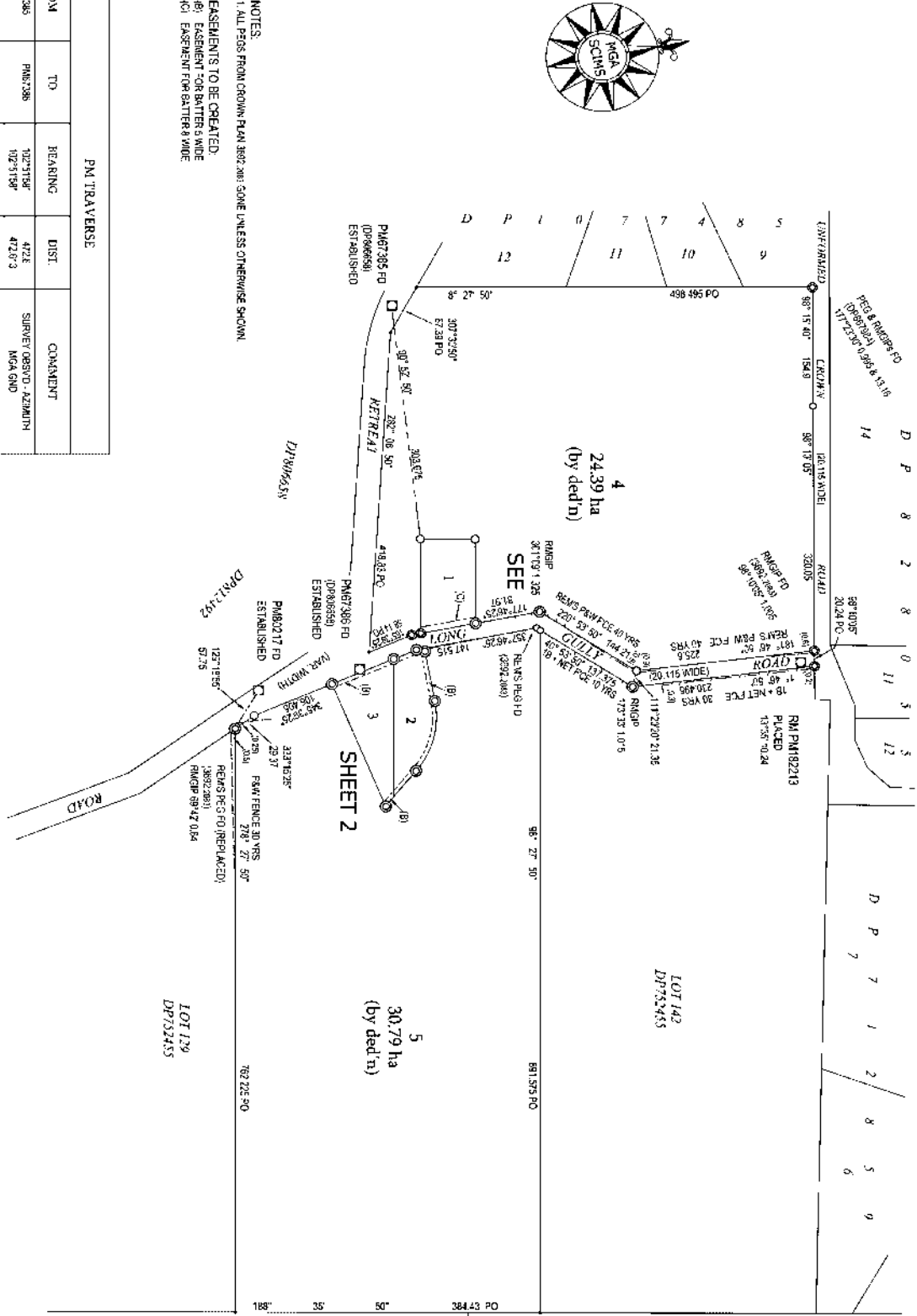
SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1240533 EASEMENT FOR BATTER 5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FROM	TO	BEARING	DIST.	COMMENT
PM67385	PM67386	102°51'04"	472.6	SURVEY OBS'D - AZIMUTH
PM67386	PM67387	102°51'04"	472.673	MGA GND
PM67387	PM67388	175°11'08"	130.314	SURVEY OBS'D
PM67388	PM67389	178°11'47"	130.311	MGA GND
PM67389	PM67390	236°37'11"	525.06	SURVEY TRANSFERSE
PM67390	PM67391	206°37'12"	525.05	MGA GND
PM67391	PM67392	7°57'52"	562.219	SURVEY TRANSFERSE
PM67392	PM67393	230°7'13"	702.875	SURVEY TRANSFERSE

NOTES:
 1. ALL PEGS FROM CROWN PLAN 3807 ARE SOME UNLESS OTHERWISE SHOWN
 EASEMENTS TO BE CREATED:
 (B) EASEMENT - CORNER BATTER 8 WIDE
 (C) EASEMENT FOR BATTER 8 WIDE

MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER	METHOD	STATUS
PM67385	330351.026	643027.301	B	2	SCANS	FOUND
PM67386	330791.74	643032.069	B	2	SCANS	FOUND
PM67387	330900.384	643002.065	A	1	SCANS	FOUND
PM192213	330893.64	640066.824	C	1	CADASTRAL SURVEY	PLACED

Control Scale Factor = 0.999928 Zone 56 Value Obtained 23 August 2017

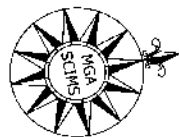
SURVEYOR: ARTHUR DOUGLAS MEXON
 DATE OF SURVEY: 16 SEP 2017
 SURVEYOR'S REFERENCE: 17-56:
 2017M710011.1751

PLAN OF SUBDIVISION OF LOTS 120, 138 AND 140
 DP752455

LOCALITY: WATTLE PONDS
 SUBDIVISION NO: 14/2013/2011
 LENGTHS ARE IN METRES
 REDUCED TO DATUM 1:1800

REGISTERED
 5.12.2018

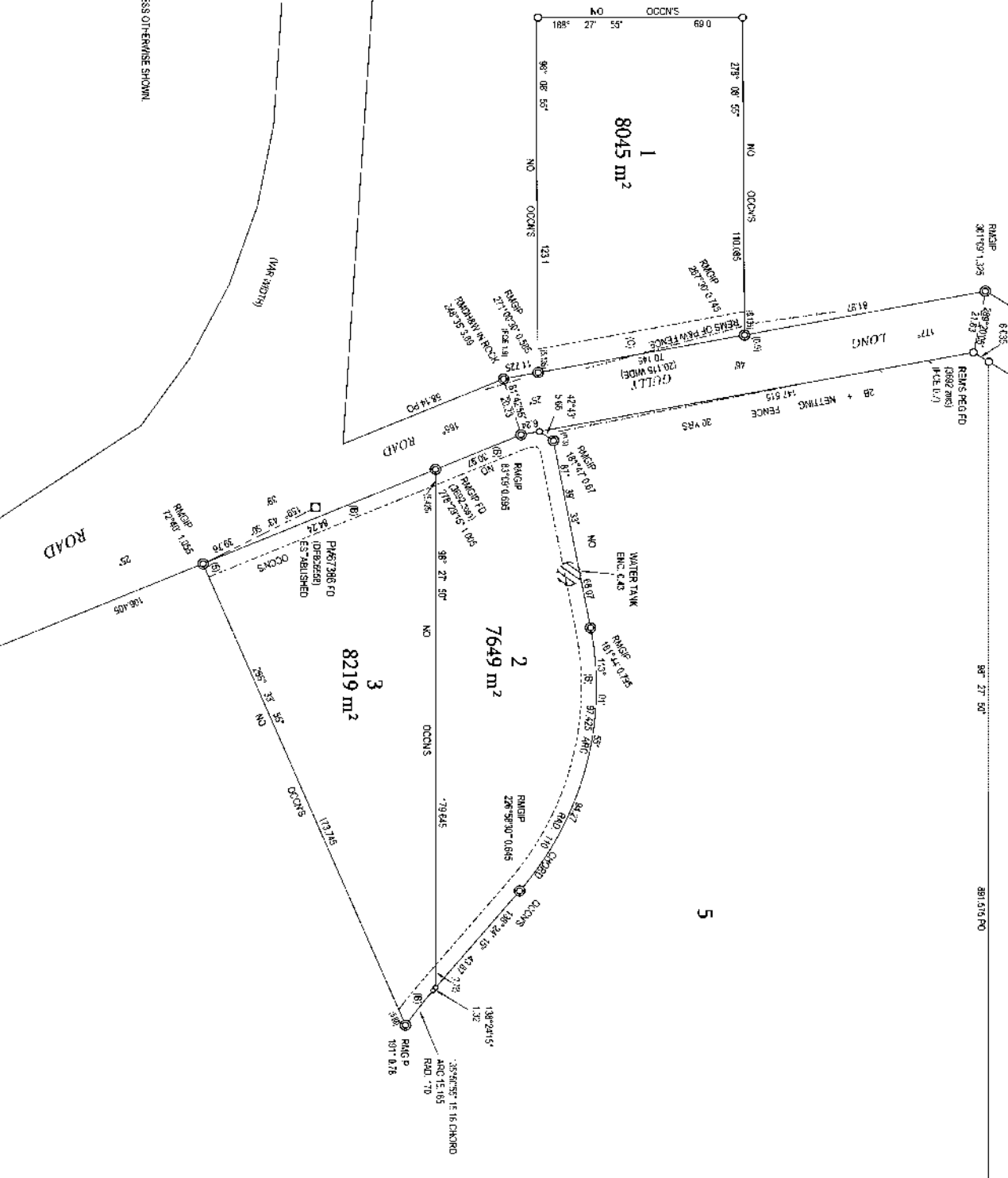
DP1240533



- NOTES
- 1. ALL PEGS FROM CROWN PLAN 3882 ARE SHOWN UNLESS OTHERWISE SHOWN
 - EASEMENTS TO BE CREATED:
 - (A) EASEMENT FOR BATTER 3 WIDE
 - (B) EASEMENT FOR BATTER 3 WIDE
 - (C) EASEMENT FOR BATTER 3 WIDE

ROAD

RETREAT



SURVEYOR: ANTHONY DOUGLAS MEXON
 DATE OF SURVEY: 16 SEP 2017
 SURVEYOR'S REFERENCE: 17-56:
 2017M710X11751

PLAN OF SUBDIVISION OF LOTS 120, 138 AND 140
 DP752455

LOCALITY: WATTLE PONDS
 SUBDIVISION NO: 14,2013,2011
 LENGTHS ARE IN METRES
 EDUCATION RATIO: 1:1300

REGISTERED
 5.12.2018
 DP1240533

30 60 90 120 150


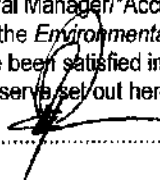
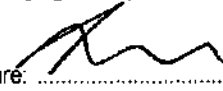
PLAN FORM 6 (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Registered:  5.12.2018 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	Office Use Only <h1 style="text-align: center;">DP1240533</h1>
PLAN OF SUBDIVISION OF LOTS 120, 138 AND 140 DP 752455	LGA: SINGLETON Locality: WATTLE PONDS Parish: DARLINGTON County: DURHAM
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	<h3 style="text-align: center;">Survey Certificate</h3> I, Anthony Douglas Mexon of Tony Mexon & Associates 96 Castlereagh St, Singleton, NSW, 2330 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on *(b) The land shown in the plan, excluding those lines shown as 'PO', was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on 18 th Sept 2017. The part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> .
<h3 style="text-align: center;">Subdivision Certificate</h3> I, <u>Walter Moreno-Neira</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Singleton Council</u> Date of endorsement: <u>18 October 2018</u> Subdivision Certificate number: <u>14.2013.2011</u> File number: <u>8.2013.2011</u> *Strike through if inapplicable.	Signature:  Dated: <u>10/10/2018</u> Surveyor ID: 7557 Datum Line: .. PM67385 – PM67386 Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Statements of intention to dedicate public roads, public reserves and drainage reserves	Plans used in the preparation of survey/compilation. 3692.2083 DP806658 DP812492 If space is insufficient continue on PLAN FORM 6A
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 17-56; 2017M7100(1178) Partial Survey


PLAN FORM 6A (2012)

WARNING: Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered:  5.12.2018 Office Use Only

Office Use Only
DP1240533

PLAN OF SUBDIVISION OF LOTS 120, 138 AND 140 DP 752455

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

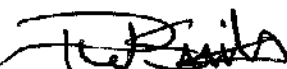
Subdivision Certificate number: 14-2018-2011
 Date of Endorsement: 18 October 2018


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
1	11	LONG GULLY	ROAD	WATTLE PONDS
2	8	LONG GULLY	ROAD	WATTLE PONDS
3	6	LONG GULLY	ROAD	WATTLE PONDS
4	9	LONG GULLY	ROAD	WATTLE PONDS
5	12	LONG GULLY	ROAD	WATTLE PONDS

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

- (1) EASEMENT FOR BATTER 5 WIDE (B)
- (2) EASEMENT FOR BATTER 8 WIDE (C)

Executed by Long Gully Investments Pty Ltd ACN132 922 199
 in accordance with section 127 of the Corporations Act:


 Signature of Director


 Signature of Director / Secretary

Peter Smith
 Name (please print)

Roma Stephen Jaramila
 Name (please print)

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17-56; 2017M7100(1178) Partial Survey

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

(Sheet 1 of ~~2~~³ sheets)

Plan: **DP1240533**

Plan of Subdivision of Lots
120, 138 & 140 in DP752455

Covered by Subdivision Certificate: 14.2013.2011

Full name and address
of the owner of the Land:

Long Gully Investments Pty Ltd
ACN 132 922 199
of 5 Millennium Court Silverwater NSW
2128

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Batter 5 wide (B)	2 3	5 and Singleton Council Singleton Council
2	Easement for Batter 8 wide (C)	1	Singleton Council

Part 2 (Terms)

1 TERMS OF EASEMENT FOR BATTER NUMBERED 1 IN THE PLAN

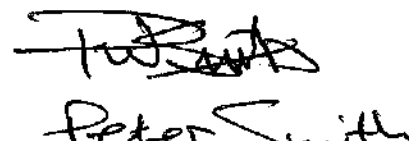
An easement for batter within the meaning of Schedule 8 Part 6 of the Conveyancing Act 1919.

This easement may be released, varied or modified by Singleton Council

2. TERMS OF EASEMENT FOR BATTER NUMBERED 2 IN THE PLAN

An easement for batter within the meaning of Schedule 8 Part 6 of the Conveyancing Act 1919.

This easement may be released, varied or modified by Singleton Council



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

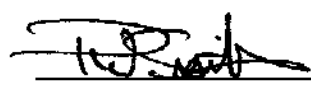
(Sheet 2 of ³/₇ sheets)

Plan: **DP1240533**

Plan of Subdivision of Lots
120, 138 & 140 in DP752455


Covered by Subdivision Certificate: 14.2013.2011

EXECUTED by Long Gully Investments)
Pty Ltd ACN 132 922 199 in accordance)
with the provisions of section 127 of the)
Corporations Act 2001:



Director/Secretary

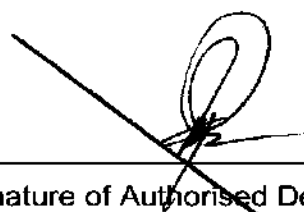
Peter Smith



Director

Ronald Stephen DARTMOUTH

~~Executed by Singleton Council
by its authorised delegate
pursuant to s377 Local
Government Act 1993.~~



Signature of Authorised Delegate

Walter Moreno-Nesca

Name of Authorised Delegate

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

(Sheet 3 of 3 sheets)

Plan: **DP1240533**

Plan of Subdivision of Lots
120, 138 & 140 in DP752455

Covered by Subdivision Certificate: 14.2013.2011

Executed by Singleton Council
by its authorised delegate
pursuant to s377 Local
Government Act 1993.



Signature of delegate

Walter Foreno-Neve

Name of delegate

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



Signature of witness

Bonnie Wilson

Name of witness

Civic Ave, Singleton.

Address of witness

REGISTERED  5.12.2018



FOLIO: 123/1253402

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/1/2024	2:47 PM	1	22/5/2019

LAND

LOT 123 IN DEPOSITED PLAN 1253402
AT WATTLE PONDS
LOCAL GOVERNMENT AREA SINGLETON
PARISH OF DARLINGTON COUNTY OF DURHAM
TITLE DIAGRAM DP1253402

FIRST SCHEDULE

LONG GULLY INVESTMENTS PTY LIMITED

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP1253402 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 3 DP1253402 EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 4 DP1253402 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 7.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

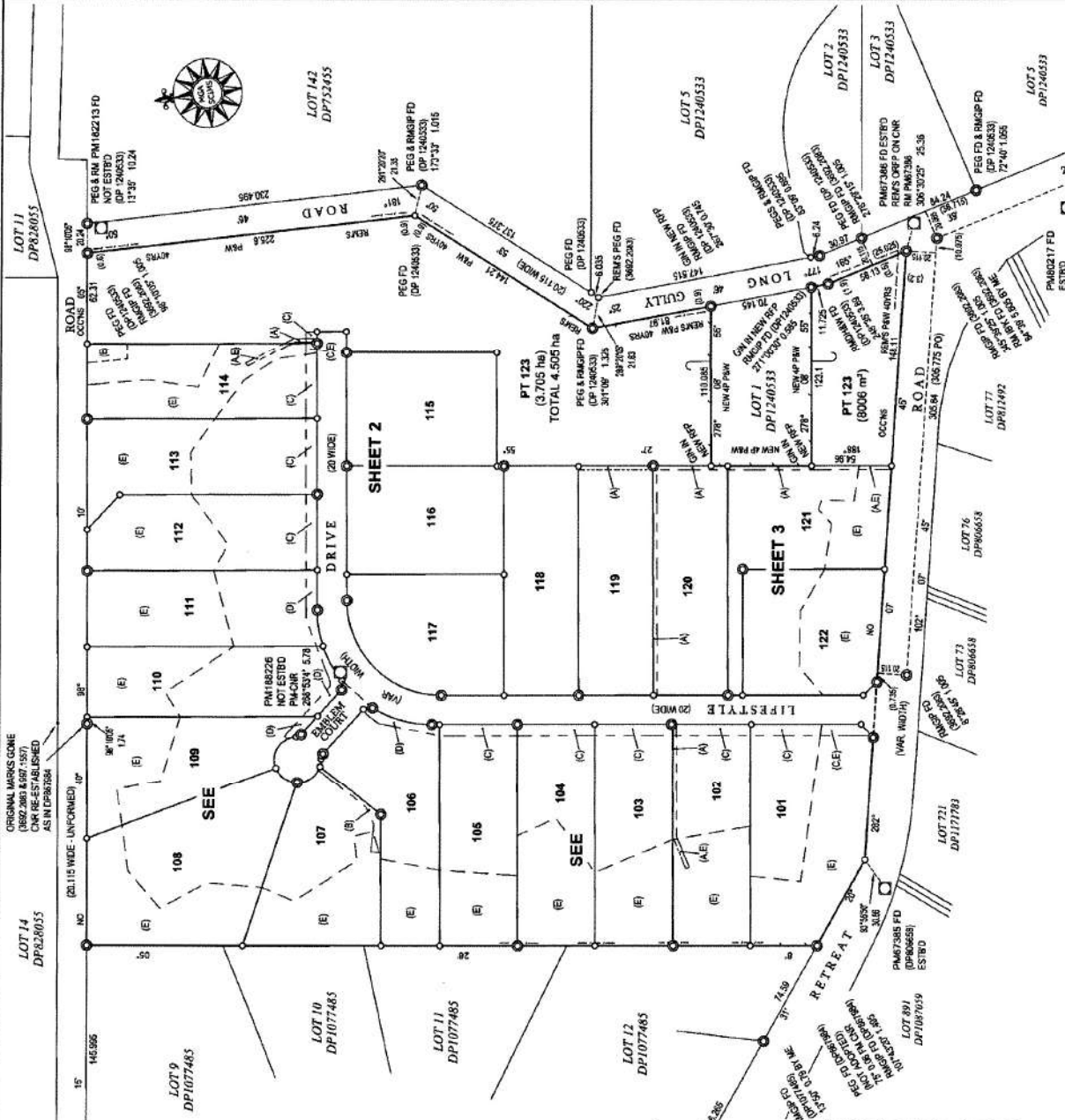
NOTE: THIS FOLIO MAY BE ASSOCIATED WITH A CROWN TENURE WHICH IS SUBJECT TO PAYMENT OF AN ANNUAL RENT. FOR FURTHER DETAILS CONTACT CROWN LANDS.

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

PLAN FORM 2 (A2)

SHEET 1 OF 3 SHEETS



WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

ORIGINAL MARKS COME FROM RE-ESTABLISHED AS IN DP1240533

FROM	TO	BEARING	DIST.	COMMENT
PM17365	PM17366	102°51'59"	472.6	SURVEY OBS'D - 4.3M WITH MGA DMD
PM17366	PM18217	170°11'59"	130.514	SURVEY OBS'D MGA DMD
PM18217	PM18213	178°11'47"	138.31	SURVEY TRAVERSE MGA DMD
PM18213	PM18226	5°42'27"	600.301	SURVEY TRAVERSE MGA DMD
PM18226	PM18215	250°16'20"	347.714	SURVEY TRAVERSE
PM18215	PM17365	212°17'08"	395.517	SURVEY TRAVERSE

COORDINATE SCHEDULE				
MARK	MGA EASTING	MGA NORTHING	CLASS	ORDER
PM17365	300331.026	6402237.301	B	2
PM17366	330791.174	640132.089	B	1
PM18217	330800.384	6400002.955	A	2
PM18213	330866.64	6400286.824	C	1
PM18226	330642.29	640251.651	C	1

Continued Scale Factor = 0.999828 MGA Zone 56 Value Obtained 23 February 2018

EASEMENTS & RESTRICTIONS TO BE CREATED
 (A) EASEMENT TO DRAIN WATER 2.14 WIDE
 (B) EASEMENT TO DRAIN WATER VARIABLE WIDTH
 (C) EASEMENT TO DRAIN WATER 1.5 WIDE
 (D) EASEMENT FOR SANITATION AND OTHER PURPOSES 1.5 WIDE
 (E) RESTRICTION ON THE USE OF LAND

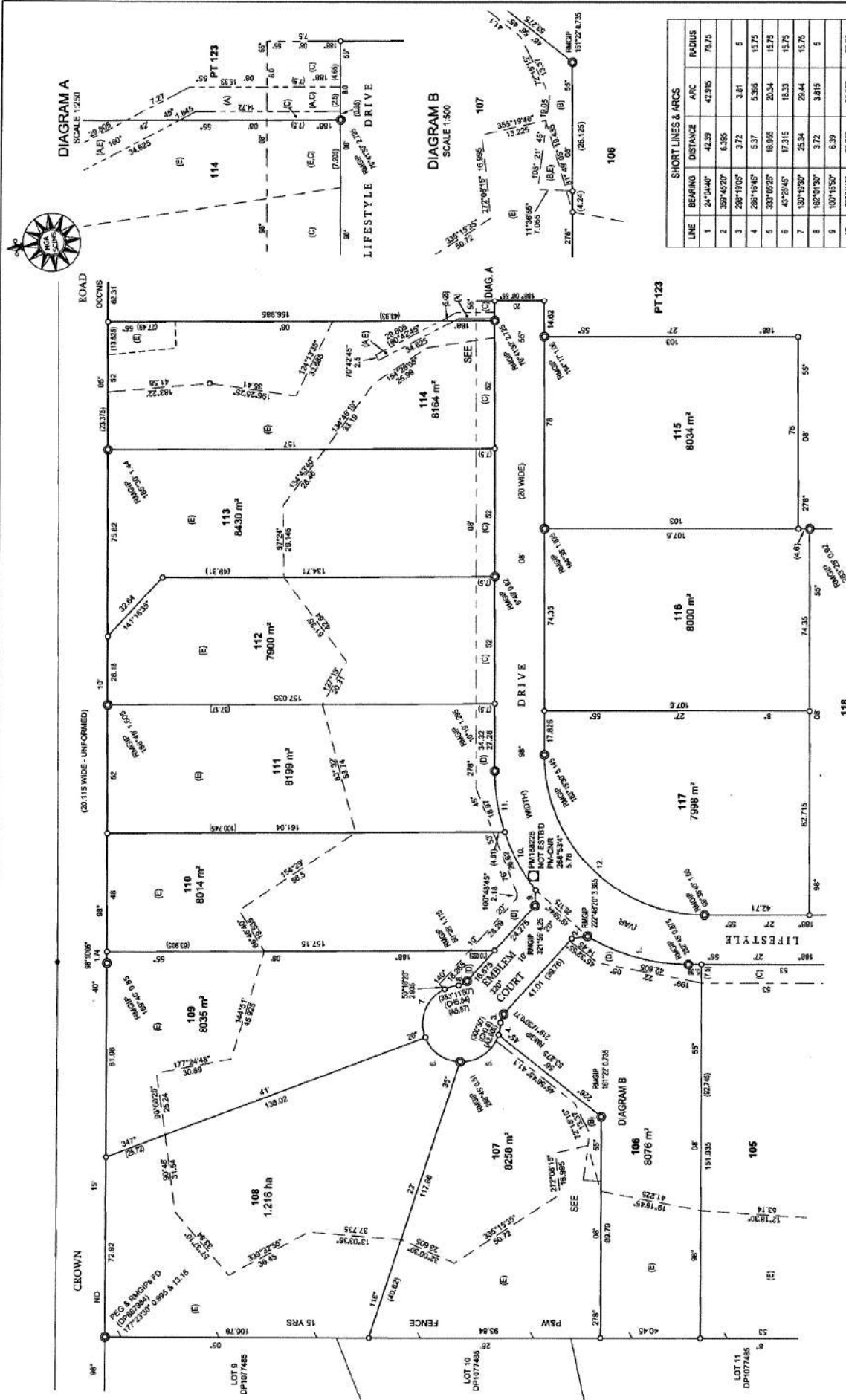
SURVEYOR: ANTHONY DOUGLAS MEXON
 DATE OF SURVEY: 28-10-2018
 SURVEYOR'S REFERENCE: 17-56-DP2

LGA: SINGLETON
 LOCALITY: WATTLE PONDS
 SUBDIVISION NO: 14.2013.211
 LENGTHS ARE IN METRES.
 REDUCTION RATIO: 1:2000

REGISTERED
 22.5.2019

DP1253402

PLAN OF SUBDIVISION OF LOT 4 DP1240533



LINE	BEARING	DISTANCE	ARC	RADIUS
1	2°44'40"	42.39	42.315	78.75
2	39°45'20"	6.395		
3	298°19'05"	3.72	3.81	5
4	288°19'45"	5.37	5.390	15.75
5	333°05'25"	18.925	20.34	15.75
6	45°25'45"	17.315	16.33	15.75
7	130°19'50"	25.54	29.44	15.75
8	182°01'30"	3.72	3.815	5
9	100°15'50"	6.39		
10	70°04'15"	26.725	26.655	78.75
11	88°59'40"	25.955	25.165	78.75
12	233°18'25"	92.02	102.159	85.25

JOINS

- EASEMENTS & RESTRICTIONS TO BE CREATED
- (A) EASEMENT TO DRIVE WITH 2.3M WIDE
- (B) EASEMENT TO DRIVE WITH 2.3M WIDE
- (C) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 7.5 MIDE
- (D) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH
- (E) RESTRICTION ON THE USE OF LAND

SHEET 3

SURVEYOR: ANTHONY DOUGLAS MEXON
 DATE OF SURVEY: 28-02-2018
 SURVEYOR'S REFERENCE: 17-56-DP2

LSGA: SINGLETON
 LOCALITY: WATTLE PONDS
 SUBDIVISION NO: 14.2013.2.11
 LENGTHS ARE IN METRES.
 REDUCTION RATIO: 1:1000

REGISTERED
 22.5.2019



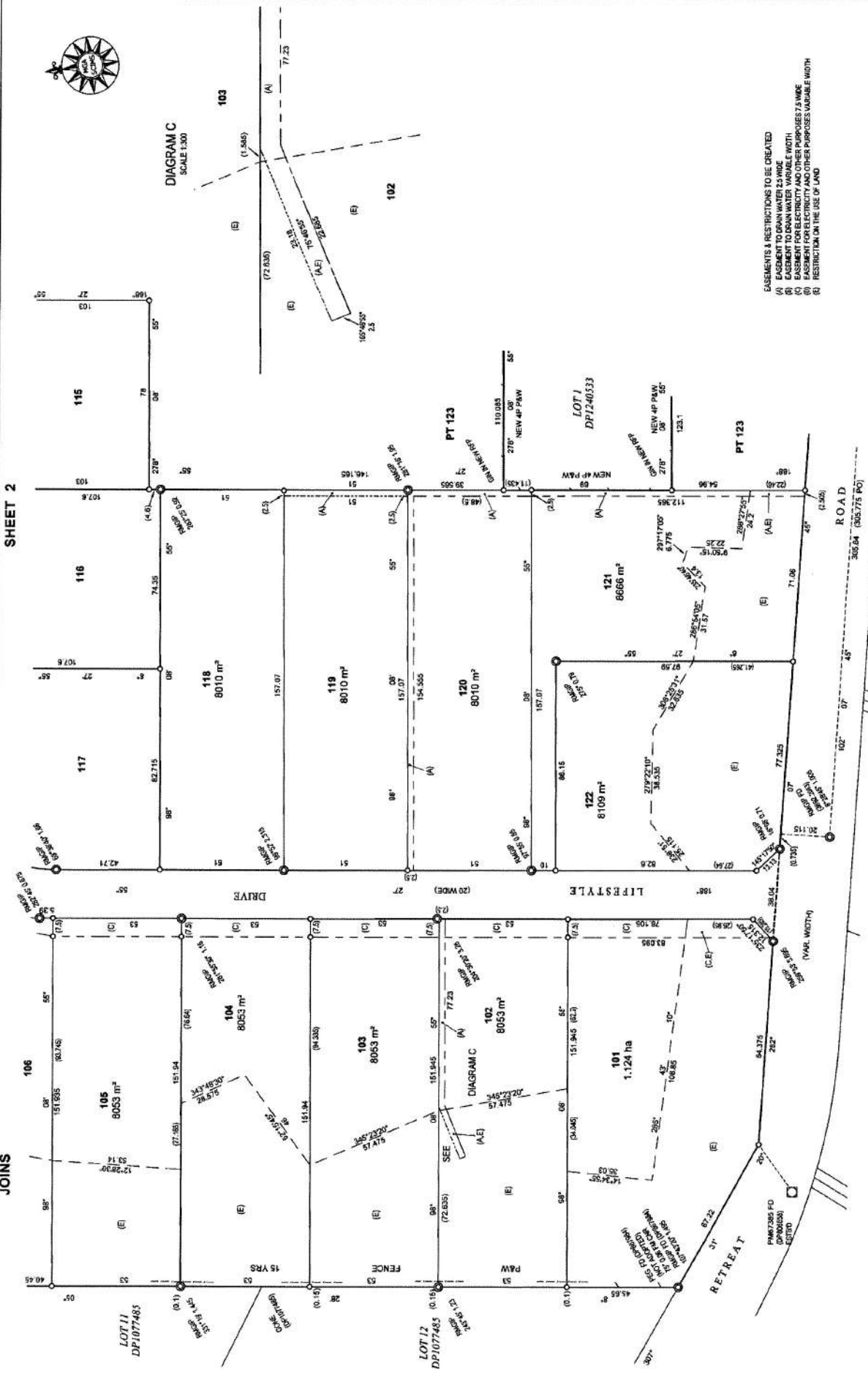
DP1253402

PLAN OF SUBDIVISION OF LOT 4 DP1240533




100 50

100 50


Reg:R467163 /Doc:DP 1253402 P /Rev:22-May-2019 /Sta:SC.OK /Pgs:MLL /Prt:04-Jun-2019 08:49 /Seq:2 of 7



<p>REG: R467163 / Doc: DP 1253402 P / Rev: 22-May-2019 / Sfs: SC.OK / Pgs: ML / Prt: 04-Jun-2019 08:49 / Seq: 3 of 7</p>	<p>Ref: mpjqunet / Src: P</p>	<p>REG: R467163 / Doc: DP 1253402 P / Rev: 22-May-2019 / Sfs: SC.OK / Pgs: ML / Prt: 04-Jun-2019 08:49 / Seq: 3 of 7</p>	<p>REG: R467163 / Doc: DP 1253402 P / Rev: 22-May-2019 / Sfs: SC.OK / Pgs: ML / Prt: 04-Jun-2019 08:49 / Seq: 3 of 7</p>	<p>REG: R467163 / Doc: DP 1253402 P / Rev: 22-May-2019 / Sfs: SC.OK / Pgs: ML / Prt: 04-Jun-2019 08:49 / Seq: 3 of 7</p>
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DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 4 sheet(s)
Registered:  22.5.2019 Office Use Only Title System: TORRENS Purpose: SUBDIVISION	DP1253402	
PLAN OF SUBDIVISION OF LOT 4 DP1240533	LGA: SINGLETON Locality: WATTLE PONDS Parish: DARLINGTON County: DURHAM	
Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:	Survey Certificate I, Anthony Douglas Mexon of Tony Mexon & Associates 96 Castlereagh St, Singleton, NSW, 2330 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on ..28/02/2018 *(b) The land shown in the plan, excluding those lines shown as 'PC', was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on The part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Signature:  Dated: 3/5/2019 Surveyor ID: 7557 Datum Line: .. PM67385 – PM67386 Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. ^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	
Subdivision Certificate I, <u>Walter Howard Neiva</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: Consent Authority: <u>Singleton Council</u> Date of endorsement: <u>2 May 2019</u> Subdivision Certificate number: <u>14.2013.211</u> File number: <u>8.2013.211</u> *Strike through if inapplicable.	Statements of intention to dedicate public roads, public reserves and drainage reserves IT IS INTENDED TO DEDICATE LIFESTYLE DRIVE AND EMBLEM COURT TO THE PUBLIC AS PUBLIC ROAD.	
Statements of intention to dedicate public roads, public reserves and drainage reserves IT IS INTENDED TO DEDICATE LIFESTYLE DRIVE AND EMBLEM COURT TO THE PUBLIC AS PUBLIC ROAD.	Plans used in the preparation of survey/compilation. 997.1557 296.1557 785.2083 3692.2083 3691.2083 DP789746 DP806658 DP812492 DP828055 DP867984 DP1052625 DP1077485 DP1240533 If space is insufficient continue on PLAN FORM 6A	
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 17-56 DP2	

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Registered:  22.5.2019 Office Use Only

Office Use Only
DP1253402

PLAN OF SUBDIVISION OF LOT 4 DP1240533

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

Subdivision Certificate number: 14:2012:211
 Date of Endorsement: 2 May 2019


LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
101	9	Lifestyle	Drive	Wattle Ponds
102	13	Lifestyle	Drive	Wattle Ponds
103	21	Lifestyle	Drive	Wattle Ponds
104	27	Lifestyle	Drive	Wattle Ponds
105	33	Lifestyle	Drive	Wattle Ponds
106	5	Emblem	Court	Wattle Ponds
107	7	Emblem	Court	Wattle Ponds
108	10	Emblem	Court	Wattle Ponds
109	8	Emblem	Court	Wattle Ponds
110	4	Emblem	Court	Wattle Ponds
111	51	Lifestyle	Drive	Wattle Ponds
112	53	Lifestyle	Drive	Wattle Ponds
113	63	Lifestyle	Drive	Wattle Ponds
114	67	Lifestyle	Drive	Wattle Ponds
115	68	Lifestyle	Drive	Wattle Ponds
116	56	Lifestyle	Drive	Wattle Ponds
117	34	Lifestyle	Drive	Wattle Ponds
118	28	Lifestyle	Drive	Wattle Ponds
119	22	Lifestyle	Drive	Wattle Ponds
120	14	Lifestyle	Drive	Wattle Ponds
121	12	Lifestyle	Drive	Wattle Ponds
122	10	Lifestyle	Drive	Wattle Ponds
123	9	Long Gully	Road	Wattle Ponds

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17-56 DP2

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered:  22.5.2019 Office Use Only

Office Use Only
DP1253402

PLAN OF SUBDIVISION OF LOT 4 DP1240533

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

Subdivision Certificate number: 14.2013.211

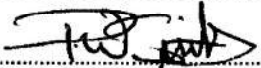
Date of Endorsement: 2 May 2019

Pursuant to section 88B of the Conveyancing Act 1919, it is intended to create:

1. Easement to drain water 2.5 wide (A)
2. Easement to drain water variable width (B)
3. Easement for electricity and other purposes 7.5 wide (C)
4. Easement for electricity and other purposes variable width (D)
5. Restriction on the use of land (E)
6. Positive covenant
7. Restriction on the use of land
8. Restriction on the use of land

Executed by Long Gully Investments Pty Ltd ACN132 922 199

in accordance with section 127 of the Corporations Act 2001:



Signature of Director

Peter William Smith

Name (please print)



Signature of Director / Secretary

Ronald Stephen Dargatzis

Name (please print)

Executed by Singleton Council



Signature of Authorised Person

Walter Sporno-Neisa

Name of Authorised Person

Infrastructure and Development Engineer.


Office held

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17-56 DP2

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

<p>Registered:  22.5.2019</p> <p>PLAN OF SUBDIVISION OF LOT 4 DP1240533</p> <p>Subdivision Certificate number: <u>14-2013-211</u></p> <p>Date of Endorsement: <u>2 May 2019</u></p>	<p style="text-align: right;">Office Use Only</p> <p style="font-size: 2em; text-align: center;">DP1253402</p> <p style="text-align: right;">Office Use Only</p> <p><small>This sheet is for the provision of the following information as required:</small></p> <ul style="list-style-type: none"> • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2012</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
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Deed

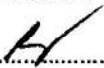
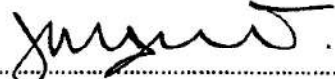
Certified correct for the purposes of the Real Property Act 1900 by the Transferee's / Lessee's / Prescribed Authority's [strike out those not applicable] attorneys who signed this dealing pursuant to the power of attorney specified

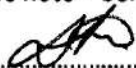
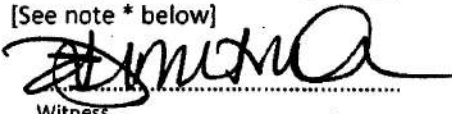
Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044
 ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 974 023
 ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 974 032
 ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 974 078
 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 attorney under power of attorney registered book 4734 no. 366

at

<p></p> <p>.....</p> <p>Attorney</p> <p><u>NIGEL PETER JOHN LOWRY</u>.....</p> <p>Print name</p>	<p></p> <p>.....</p> <p>Attorney</p> <p><u>TREVOR MARK ARMSTRONG</u></p> <p>Print name</p>
---	--

<p>I certify that I am an eligible witness and that the Transferee's / Lessee's / Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence [See note * below]</p> <p></p> <p>.....</p> <p>Witness</p> <p><u>Stephanie Mei Smith</u></p> <p>Print name</p> <p><u>570 George St Sydney</u></p> <p>Print address</p>	<p>I certify that I am an eligible witness and that the Transferee's / Lessee's / Prescribed Authority's [strike out those not applicable] attorney signed this dealing in my presence [See note * below]</p> <p></p> <p>.....</p> <p>Witness</p> <p><u>Trevor Mark Armstrong</u></p> <p>Print name</p> <p><u>570 George St, Sydney</u></p> <p>Print address</p>
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*S117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation

Surveyor's Reference: 17-56 DP2

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

ePlan
 (Sheet 1 of 9 sheets)

Plan: **DP1253402** (E)

Plan of Subdivision of Lot 4
 DP1240533
 Covered by Subdivision Certificate No. 14.2013.211

Full name and address
 of the owner of the Land:

Long Gully Investments Pty Ltd
 ACN 132 922 199
 of 5 Millennium Court Silverwater NSW
 2128

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement to Drain Water 2.5 wide (A)	102 114 119 120 121 123	Singleton Council 123 and Singleton Council 118, 123 118, 119, 121, 123 120, 123 Singleton Council
2	Easement to Drain Water variable width (B)	107	106 and Singleton Council
3	Easement for Electricity and Other Purposes 7.5 wide (C)	101, 102, 103, 104, 105, 112, 113, 114 and 123	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
4	Easement for Electricity and Other Purposes variable width (D)	106, 109, 110 and 111	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

Handwritten initials/signature

Handwritten signature

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

ePlan
 (Sheet 2 of 9 sheets)

Plan: **DP1253402**

Plan of Subdivision of Lot 4
 DP1240533
 Covered by Subdivision Certificate No. 14.2013.211

Number of item shown in the intention panel on the plan	Identity of easement, 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
5	Restriction on the use of land (E)	101 to 114 inclusive, 121 and 122	Singleton Council
6	Positive Covenant	101 to 122 inclusive	Singleton Council
7	Restriction on the use of land	101, 121 and 122	Singleton Council
8	Restriction on the Use of Land	101 to 122 inclusive	Each other lot

Part 2 (Terms)

1. TERMS OF EASEMENT TO DRAIN WATER 2.5 WIDE (A) NUMBERED 1 IN THE PLAN

An easement to drain water 2.5m wide, is created on the terms and conditions set out in Part 3 of Schedule 4A of the *Conveyancing Act 1919* (as amended).

Name of person empowered to release, vary or modify the easement to drain water numbered 1 in the abovementioned plan:

Singleton Council and its successors

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

ePlan

(Sheet 3 of 9 sheets)

Plan: **DP1253402**

Plan of Subdivision of Lot 4

DP1240533

Covered by Subdivision Certificate No. **14.2013.211**

**2. TERMS OF EASEMENT TO DRAIN WATER VARIABLE WIDTH (B) NUMBERED 2
IN THE PLAN**

An easement to drain water variable width is created on the terms and conditions set
out in Part 3 of Schedule 4A of the *Conveyancing Act 1919* (as amended).

Name of person empowered to release, vary or modify the easement to drain water
numbered 2 in the abovementioned plan:

Singleton Council and its successors

**3. TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 7.5 WIDE
NUMBERED 3 IN THE PLAN**

An easement is created on the terms and conditions set out in memorandum registered
number 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.

Name of person empowered to release, vary or modify the easement for electricity and
other purposes numbered 3 in the abovementioned plan:

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 and its
successors.

**4. TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE
WIDTH NUMBERED 4 IN THE PLAN**

An easement is created on the terms and conditions set out in memorandum registered
number 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.

Name of person empowered to release, vary or modify the easement for electricity and
other purposes numbered 4 in the abovementioned plan:

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 and its
successors.

Instrument setting out terms of Easements intended to be created or released and of
Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88B Conveyancing Act, 1919 ePlan
(Sheet 4 of 9 sheets)

Plan: **DP1253402**

Plan of Subdivision of Lot 4
DP1240533
Covered by Subdivision Certificate No. 14.2013.211

5. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 5 IN THE PLAN

- 5.1 The extent of vegetation disturbance on the lots burdened is not to exceed a cumulative area of 2,500 m².
- 5.2 The vegetation disturbance referred to in this restriction on use may not occur on any lot burdened in that part of the lot which is designated (E).
- 5.3 Any habitable structures may only be erected and wholly contained within that part of any lot burdened which has been cleared of vegetation.

Name of person empowered to release, vary or modify the restriction on use of land numbered 5 in the abovementioned plan:

Singleton Council and its successors.

6. TERMS OF POSITIVE COVENANT NUMBERED 6 IN THE PLAN

- 6.1 In this positive covenant:
 - (a) **Act** means *Conveyancing Act 1919*;
 - (b) **Council** means Singleton Council and its successors;
 - (c) **Vegetation Management Plan** means the report "*Eco Logical Australia 2012. Vegetation Management Plan: Long Gully Road*". Prepared for PriceWaterhouseCoopers, being Project Number 11NEWECO-0040 and being dated 14 August 2013.
- 6.2 No vegetation comprising of threatened species or ecological communities are permitted to be removed from any lot burdened.
- 6.3 No habitable structures shall be permitted to be erected and/or remain within that part of any lot burdened designated (E) on the plan.
- 6.4 The owner of a lot burdened covenants with Council. to:
 - (a) comply with the terms of the Vegetation Management Plan with the aim of retaining native vegetation and ensuring development is designed and managed in a manner which respects the natural attributes of the location;
 - (b) maintain, repair and improve the existing retained vegetation in accordance with the Vegetation Management Plan;

Instrument setting out terms of Easements intended to be created or released and of
Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88B Conveyancing Act, 1919 ePlan
(Sheet 5 of 9 sheets)

Plan: **DP1253402**

Plan of Subdivision of Lot 4
DP1240533
Covered by Subdivision Certificate No. 14-2013-211

- (c) take reasonable steps to eradicate or control all noxious plants, noxious animals and noxious insects;
- (d) not clear or disturb more than 2.500 m² (as a cumulative area) of vegetation on any lot burdened;
- (e) to permit 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 the land and inspect the vegetation upon the land;
- (f) to comply with the terms of any written notice issued by the Council to attend to any matter and carry out such work within the time stated in the notice.

and to that extent Section 88F(2) of the Act is agreed to be amended accordingly.

6.5 Pursuant to Section 88F(3) of the Act, the Council shall have the following additional powers pursuant to this covenant:

- (a) if any owner of a lot burdened fails to comply with the terms of any written notice issued by the Council, the Council may enter the land with all necessary equipment and carry out any work considered by Council to be reasonable to comply with the notice issued pursuant to clause 4.4(b) of this positive covenant;
- (b) Council may recover from the owner of a lot burdened in a court of competent jurisdiction:
 - (i) any expense reasonably incurred by Council in exercising its powers in clause 4.5(a) of this positive covenant. Any such expense shall include reasonable wages for employees engaged in effecting, supervising and administering any work on any lot burdened together with costs, reasonably estimated by Council for the use of materials, machinery, tools and equipment used in conjunction with any such work;
 - (ii) legal costs on an indemnity basis for the issue of notices by Council, recovery of costs and expenses and costs and expenses, if any, associated with the registration of a covenant charge;
 - (iii) pursuant to Section 88F of the Act or providing any certificates required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.

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

(Sheet 6 of 9 sheets)

Plan: **DP1253402**

Plan of Subdivision of Lot 4
DP1240533
Covered by Subdivision Certificate No.

- (c) This covenant shall bind all persons who are or claim under the owner
of a lot burdened as stipulated in Section 88E(5) of the Act.

Name of person empowered to release, vary or modify the positive covenant numbered
6 in the abovementioned plan:

Singleton Council and its successors.

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

Direct access to and/or from any lot burdened is prohibited across the Retreat Road
boundaries.

Name of person empowered to release, vary or modify the restriction on use of land
numbered 7 in the abovementioned plan:

Singleton Council and its successors.

8. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED 8 IN THE PLAN

- 8.1 No fence shall be erected on each lot burdened to divide it from any adjoining
land owned by Long Gully Investments Pty Ltd ACN 132 922 199 or any
associated entity (**Long Gully**) without the consent of Long Gully but such
consent shall not be withheld if such fence is erected without expense to Long
Gully provided that this restriction shall remain in force only during such time as
Long Gully is the owner of any land and shall bind the adjoining owner of such
land, successive owners and assigns of each lot burdened.
- 8.2 No residential building or buildings shall be erected on any lot burdened having
a total floor area of less than 240 square metres exclusive of car
accommodation, external landings and patios.
- 8.3 No garage outbuildings or other structures shall be erected or be permitted to
remain on any lot burdened unless erected concurrently with or subsequently to
the erection of a residential building.
- 8.4 No existing dwelling house or building (excluding a new manufactured home) or
part thereof shall be partly or wholly moved to or placed and re-erected upon or
re-constructed on or be permitted to remain on any lot burdened.
- 8.5 No building or any part thereof shall be erected or be permitted to remain on
any lot burdened unless constructed entirely of new materials.



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

ePlan
(Sheet 7 of 9 sheets)

Plan: **DP1253402**

Plan of Subdivision of Lot 4
DP1240533

Covered by Subdivision Certificate No. 14.2013.211

- 8.6 No building or buildings shall be erected or be permitted to remain erected on any lot burdened other than with external walls of brick and/or brick veneer and/or stone and/or concrete and/or glass and/or timber and/or hardiplank or similar product. No building or buildings shall be erected or permitted to remain erected on any lot burdened having a roof other than clay tiles, cement tiles, slate or non reflective surface corrugated iron.
- 8.7 No vehicle of any make or kind having a tare weight exceeding 5 tonnes may be parked, serviced or repaired (mechanical or other) in any location within any lot burdened, if such vehicle is visible from the street.
- 8.8 No fence shall be erected or permitted to remain on any lot hereby burdened unless the fencing is of a rural style.
- 8.9 No advertising hoarding signs or matter shall be displayed or erected on any lot burdened (other than a sign advertising that the said lot is for sale or lease).
- 8.10 No dwelling shall be erected or permitted to remain on any lot burdened unless the area between the building line and the front boundary of the lot burdened is landscaped.
- 8.11 No release variation or modification of these restrictions shall be made unless the cost and expense in all respects is borne by the person or persons requesting same.
- 8.12 Restrictions 8.1 to 8.11 shall not prevent the erection of garden sheds or outbuildings that are constructed .
- (a) of proprietary 'Colorbond' or similar material for garden sheds/ outbuildings, but not of galvanised iron, unpainted zincalume steel, asbestos cement fibre sheeting or of any reflective material; and
 - (b) in a location on a lot that is not forward of the mainbuilding.

Name of person empowered to release, vary or modify restrictions on use of land numbered 8 in the abovementioned plan:

Long Gully Investments Pty Ltd ACN 132 922 199



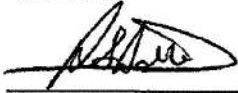
Instrument setting out terms of Easements intended to be created or released and of
Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to
Section 88B Conveyancing Act, 1919

ePlan
(Sheet 8 of 9 sheets)

Plan: **DP1253402**

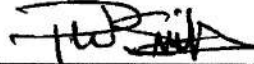
Plan of Subdivision of Lot 4
DP1240533
Covered by Subdivision Certificate No. 14-2013.211

EXECUTED by Long Gully Investments Pty
Ltd ACN 132 922 199 in accordance with the
provisions of section 127 of the Corporations
Act 2001:



Director/Secretary

Ronald Stephen Dartnall



Director

Peter William Smith

Executed by Singleton Council



Signature of Authorised Person

Walter Moreno-Weisa

Name of Authorised Person

Infrastructure and Development Engineer

Office held



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

ePlan
(Sheet 9 of 9 sheets)

Plan: **DP1253402**

Plan of Subdivision of Lot 4
DP1240533
Covered by Subdivision Certificate No. **4.2013.211**


Deed

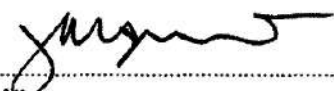
**Certified correct for the purposes of the Real Property Act 1900 by the
Transferee's/Lessee's/Prescribed Authority's [strike out those not applicable] attorneys
who signed this dealing pursuant to the power of attorney specified**

Signed, sealed and delivered for
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
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 4734 no. 366

at
.....
Attorney 
.....
NIGEL PETER JOHN LOWRY
Print name

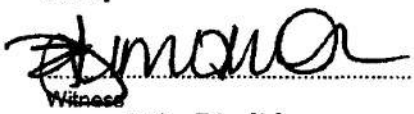
.....
.....
Attorney 
.....
TREVOR MARK ARMSTRONG
Print name

I certify that I am an eligible witness
and that the Transferee's/Lessee's/
Prescribed Authority's [strike out those
not applicable] attorney signed this
dealing in my presence. [See note*
below]

.....
Witness 
.....
Stephanie Mei Smith
Print name

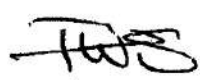
.....
Print address **570 George St, Sydney**

I certify that I am an eligible witness
and that the Transferee's/Lessee's/
Prescribed Authority's [strike out those
not applicable] attorney signed this
dealing in my presence. [See note*
below]

.....
Witness 
.....
Effie Dimitriou
Print name

.....
Print address **570 George St Sydney**

*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.







ABN 20 770 707 468

LAND ACCOUNT

Department of Planning, Industry and Environment,
PO Box 2155, Dangar NSW 2309

notice number	135734317
total due	\$173.00
due date	15 OCT 2023

DATE OF ISSUE: 19 Sep 2023
 PAYMENTS: P | 1300 886 235
 ENQUIRIES: P | 1300 886 235
 E | cl.accounts@crownland.nsw.gov.au
 W | www.crownland.nsw.gov.au

LONG GULLY INVESTMENTS PTY LIMITED
PO BOX 850
EPPING NSW 1710

TAX INVOICE

\$	due on last notice	payments received	adjustments	new charges	total due
	\$161.00	-\$161.00	\$0.00	\$173.00	\$173.00

New Charges see over for details

Enclosure Permit 51238	\$173.00
TOTAL NEW CHARGES ON THIS INVOICE	\$173.00
TOTAL NEW CHARGES ON THIS INVOICE INCLUDES GST OF	\$0.00
TOTAL AMOUNT PAYABLE INCLUDING AMOUNTS PREVIOUSLY CHARGED (see over)	\$173.00

The Department of Planning and Environment - Crown Lands is responding to those who have been impacted by recent flooding. If these events have impacted your ability to pay your account on time, please contact our Accounts Team to discuss financial support options that may be available to you.

Our office hours are by appointment only. To schedule an appointment, either face to face, by phone, or by Microsoft Teams/Zoom, please contact Crown Lands on the number above.

If you are experiencing difficulties with payment of this account by the due date, we encourage you to make contact with our accounts team to discuss what options may be available to assist you. They can be contacted on 1300 886 235 (option 1).

Enclosure Permit (EP) rental concessions have been extended. From 1 July 2016 \$140 per annum plus CPI will be payable.

Did you know that if you have multiple EP's you may be able to apply to have them amalgamated into a single EP. For more information regarding amalgamating your EP's go to www.crownland.nsw.gov.au or call us on 1300 886 235.

See reverse side for other payment options

PAYMENT SLIP



LONG GULLY INVESTMENTS PTY LIMITED
PO BOX 850
EPPING NSW 1710

In person at any Australia Post Office for payment by eftpos, cash or cheque

notice number	135734317
total now due	\$173.00
due date	15 OCT 2023



*455 1451 0000000135734317 01

Account Details

Registered Holder(s): Long Gully Investments Pty Limited

Enclosure Permit 51238

LGA: SINGLETON Folio Identifier: 123//1253402 and others

NEW CHARGES

RENT

Current Rent due 15Oct2023

Rent at \$579.00(Adjusted to minimum rent) per year for the period from 15Oct2023 to 14Oct2024
less waiver

\$579.00

-\$406.00

BALANCES

Balance due on last account notice

\$161.00

Payments received

-\$161.00

Adjustments / Waivers

\$0.00

New Charges (see above)

\$173.00

TOTAL AMOUNT DUE FOR THIS ACCOUNT

\$173.00

Payment Options



www.crownland.nsw.gov.au



1300 886 235

Payments by Visa or Mastercard only.
Please note payments will be subject
to a 0.4% surcharge.

BPAY

Biller Code: 53108
Ref: 135 734 317



In person at any Australia Post Office
for payment by eftpos,
cash or cheque



FOLIO: 142/752455

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
16/1/2024	2:47 PM	6	28/10/2008

LAND

LOT 142 IN DEPOSITED PLAN 752455
LOCAL GOVERNMENT AREA SINGLETON
PARISH OF DARLINGTON COUNTY OF DURHAM
(FORMERLY KNOWN AS PORTION 142)
TITLE DIAGRAM CROWN PLAN 3692.2083

FIRST SCHEDULE

LONG GULLY INVESTMENTS PTY LIMITED (T AE293850)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: PP DP1137456.

*** END OF SEARCH ***

PLAN OF PORTIONS

Nos 119, 120, 123 to 129, 138, 140 AND 142.

County of Durham Parish of Darlington.

Land District of Singleton Land Board District of Maitland.

Being Subdivision of South Singleton Common.



Total area subdivided - 535ac.3r.

PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Within Singleton Population Area re-proclaimed 3rd September 1887

Within Homestead Selection Area No 69. Notified 2nd November 1895. Modified 23rd January 1897. Price £1.10.0 p. ac.

Portion	Nature	Value.
125	Nil	
126	Fencing	£2. 10. 0
128	do	4. 16. 0
129	do	1. 10. 0
138	do	1. 0. 0
140	do	1. 3. 0
141	do	1. 3. 0

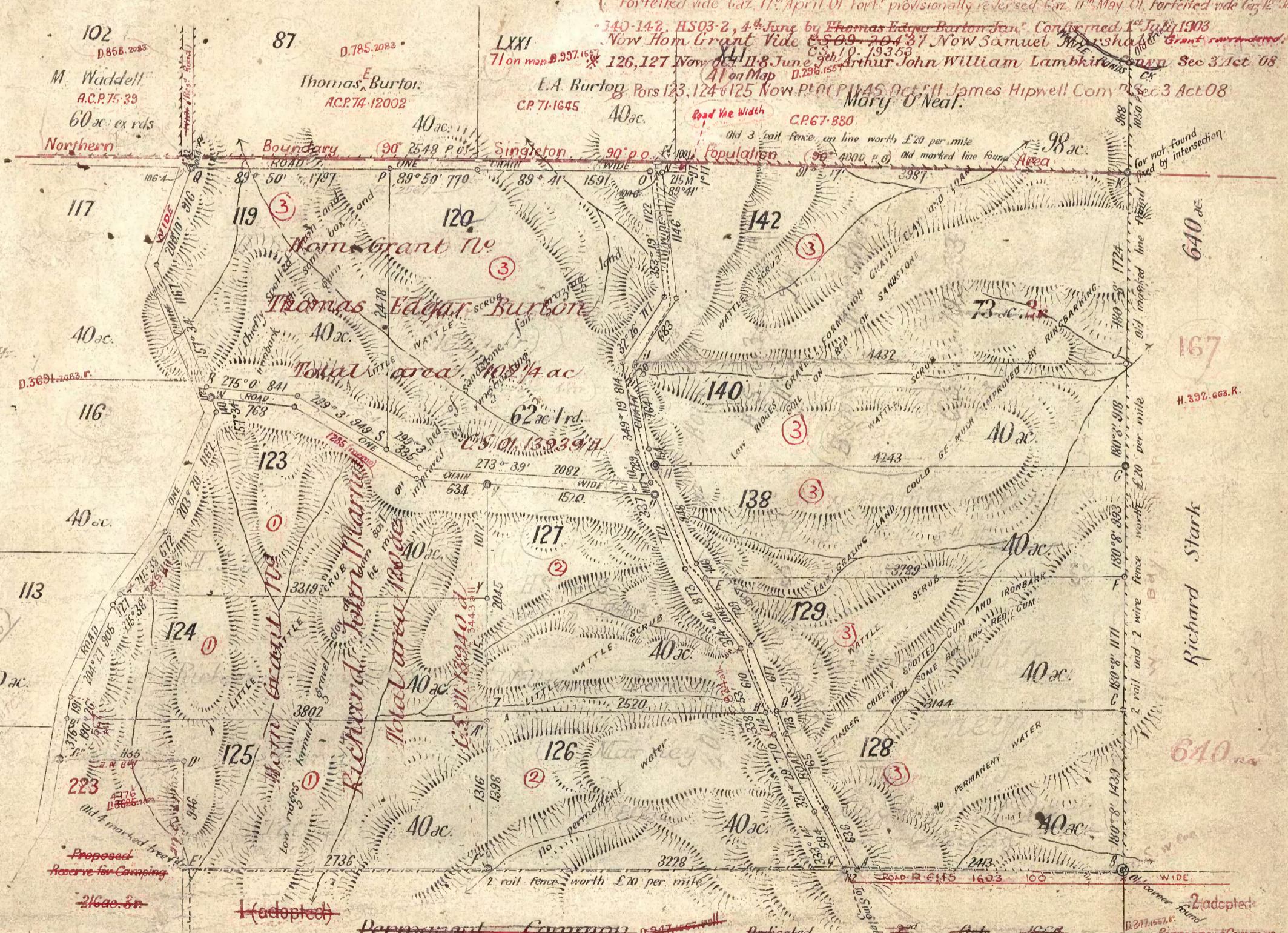
Port 119, 120, 123, 127, 124 Nil.

See Note (3)
 For 119, 120, 128, 129, 138, 140 & 142
 Samuel Marshall C.P. 17.7 June 13th Conf. 19.10.17
 For 123, 124 & 125 C.P. 11.46 Now George Spinks. Sale
 Comp. Sale 38. 22.19.4 (P. 209) Sec. also D. 47/62ccs
 For 126 & 127 C.P. 11.8 Now George Spinks. Sale comp.
 Sale 39. 14. 39.2
 For 119, 120, 128, 129, 138, 140 & 142 Now John Kime
 Sale Completed Sls 44. 79.68

For 119 & 120 H.S. 96-1 of 2nd Jan^y by Thomas Edgar Burton (102 1/2 ac) Confirmed 13. 2. 96
 123, 124 & 125 - 96.2 do Richard John Marney (120 ac) Confirmed 13. 2. 96
 126 & 127 - 96.3 do William Daniel Marney (80 ac) Disallowed 13. 2. 96
 126 & 127 - 96.6 13th Feb^y William Daniel Marney Confirmed 12th June '96
 138-140 - 97.3 22nd Ap^l Richard John Marney J^r Disallowed 26th May '97
 128-129-138 - 97.4 6th May Richard John Marney J^r Confirmed 27th August 1897
 140-142 - 98.1 6th Jan^y Forfeiture incurred L. 803/166. Now Edmond Grant. Vide C.S. 04. 25. 1898
 123 128 P. C.P. 17.7 June 13 - Samuel Marshall Forfeited vide Gaz. 25th Jan^y '99
 140-142 - 99.2 2nd March Leah Jane Marney Confirmed 24th March 1899
 Forfeited vide Gaz. 17th April 01 For^l provisionally reversed Gaz. 11th May 01. Forfeited vide Gaz. 12th July 01
 140-142. H.S. 03-2, 4th June by Thomas Edgar Burton Jan^y Confirmed 1st July 1903
 Now Hom. Grant. Vide C.S. 09. 20. 1897 Now Samuel Marshall. Grant. confirmed 1st July 1903
 126, 127 Now Oct 11. 8 June 1895 Arthur John William Lambkin. Sec 3 Act 08
 E.A. Burton Pors 123, 124 & 125 Now P. C.P. 11.45 Oct. 11 James Hipwell Con^y Sec 3 Act 08
 CP 71-1645 40 ac. Road 7/1645 Mary O'Neal.

Stellar Observations for True Meridⁿ

Station	Lat	Star	Azimuth	True Bearing	Mag. Beag	Variation	Mean
B	32° 32'	α Crucis	33° 11' 40"	170° 33' 30"	180° 0'	9° 26' 30"	9° 26' 27"
		γ Canopus	46° 2' 15"	173° 33' 35"	180° 0'	9° 26' 25"	



REFERENCE TO CORNERS.

Corner	Bearing	From	Links	No on tree	Special marks	Corner	Bearing	From	Links	No on tree	Special marks
A	165° 45'	Ironbark	42.8	128		R	8° 15'	Spd gum	18.6	119	
B	348° 30'	Spd gum	51.7	128		S	300° 05'	Spd gum	32.0	119, 120	
C	103° 20'	Ironbark	23.6	128, 129		T	65° 30'	Ironbark	46.8	120	
D	233° 25'	Spd gum	17.5	128, 129		U	75° 10'	Ironbark	29.8	127	S32°50'
E	343° 40'	Spd gum	89	129, 138		V	139° 00'	Ironbark	11.4	123, 127	Scrub
F	94° 10'	Spd gum	41	129, 138		W	79° 05'	Spd gum	14.2	123	S32°26'
G	153° 15'	Spd gum	103	138, 140		X	95° 20'	Spd gum	6.2	123, 124	
H	143° 25'	Ironbark	40.3	138, 140		Y	176° 00'	Spd gum	31	123, 124	
I	125° 10'	Ironbark	31.5	140, 142		Z	338° 00'	Spd gum	29.6	126, 127	
J	7° 35'	Spd gum	46.5	140, 142		A'	154° 25'	Spd gum	26.3	124, 125	
K	25° 50'	Ironbark	38.8	141, 142		R'	36° 50'	Spd gum	63.2	124, 125	
L	31° 50'	Ironbark	36	142		C'	353° 20'	Spd gum	14.2	22, 126	110° 26'
M	165° 25'	Ironbark	67.2	142		D'	208° 35'	Ironbark	2.7	22, 126	
N	48° 30'	Spd gum	26.8	142		E'	149° 40'	Spd gum	72.0	125, 126	East
O	304° 50'	Spd gum	43.6	120		F'	142° 45'	Ironbark	58.8	125, 126	North
P	350° 45'	Spd gum	44.8	119, 120		G'	191° 05'	Spd gum	11.8	126	North
Q	34° 35'	Spd gum	42.2	119		H'	181° 20'	Spd gum	32.5	126, 127	North

Azimuth taken from North boundary of Permanent Common. Field Book Vol 6820 folios 2-4, 3 and 16.

I hereby certify that I in person made and on the 3rd March 1894 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

3692-2083

Licensed Surveyor
 J. J. Falloch
 Maitland
 Transmitted to the District Surveyor with my letter of the 30th April No 91/2



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING & ASSESSMENT
ACT 1979
and
ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2021

CDG Law
PO Box 690
SINGLETON NSW 2330

Applicants Reference
IG:MO:S-125281

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 7597
DATE OF CERTIFICATE: 16/01/2024

PROPERTY DETAILS

ADDRESS: 12 Long Gully Road WATTLE PONDS NSW
2330
TITLE: Lot: 5 DP: 1240533
PARCEL NO.: 27850

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 (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

State Environmental Planning Policy (Sustainable Buildings) 2022

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 incorporated into the Singleton Local Environmental Plan 2013. Please contact Council for any enquiries.



On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

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 C4 Environmental Living 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:

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads; Tank-based aquaculture; Water reticulation systems; Water storage facilities

iii. is prohibited:

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in b) (i) or (ii)

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 such development standard applies.

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

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

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

No

(b) A building product 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

Yes

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

- (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

No

Bushfire

Yes

Tidal inundation

No

Subsidence

No

Acid Sulfate Soils

No

Any other risk (other than flooding)

No



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

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.

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

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

No

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

No



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

No

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

No



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

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

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

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

State Significant Development

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

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

Issued by Ashleigh McTackett
Coordinator Planning and Development
Under delegation by the General Manager
Singleton Council





PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING & ASSESSMENT
ACT 1979
and
ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2021

CDG Law
PO Box 690
SINGLETON NSW 2330

Applicants Reference
IG:MO:S-125281

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 7598
DATE OF CERTIFICATE: 16/01/2024

PROPERTY DETAILS

ADDRESS: 9 Long Gully Road WATTLE PONDS NSW
2330
TITLE: Lot: 123 DP: 1253402
PARCEL NO.: 27918

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 (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

State Environmental Planning Policy (Sustainable Buildings) 2022

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 incorporated into the Singleton Local Environmental Plan 2013. Please contact Council for any enquiries.



On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

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 C4 Environmental Living 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:

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads; Tank-based aquaculture; Water reticulation systems; Water storage facilities

iii. is prohibited:

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in b) (i) or (ii)

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 such development standard applies.

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

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

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

No

(b) A building product 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

Yes

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

- (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

No

Bushfire

Yes

Tidal inundation

No

Subsidence

No

Acid Sulfate Soils

No

Any other risk (other than flooding)

No



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

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.

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

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

No

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

No



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

No

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

No



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

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

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

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

State Significant Development

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

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

Issued by Ashleigh McTackett
Coordinator Planning and Development
Under delegation by the General Manager
Singleton Council





PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7(2)
ENVIRONMENTAL PLANNING & ASSESSMENT
ACT 1979
and
ENVIRONMENTAL PLANNING & ASSESSMENT
REGULATION 2021

CDG Law
PO Box 690
SINGLETON NSW 2330

Applicants Reference
IG:MO:S-125281

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 7599
DATE OF CERTIFICATE: 16/01/2024

PROPERTY DETAILS

ADDRESS: 36 Long Gully Road WATTLE PONDS NSW
2330
TITLE: Lot: 142 DP: 752455
PARCEL NO.: 6647

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 (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

State Environmental Planning Policy (Sustainable Buildings) 2022

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 incorporated into the Singleton Local Environmental Plan 2013. Please contact Council for any enquiries.



On 26 April 2023, Business and Industrial zones will be replaced by Employment zones within standard instrument local environmental plans. The Department of Planning and Environment exhibited in May 2022 details of how each Local Environmental Plan that includes a Business or Industrial zone will be amended to include Employment zones. The exhibition detail can be viewed on the [Planning Portal](#).

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 C4 Environmental Living 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:

Bed and breakfast accommodation; Building identification signs; Business identification signs; Dual occupancies; Dwelling houses; Emergency services facilities; Environmental facilities; Environmental protection works; Home-based child care; Home businesses; Home industries; Oyster aquaculture; Pond-based aquaculture; Recreation areas; Roads; Tank-based aquaculture; Water reticulation systems; Water storage facilities

iii. is prohibited:

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in b) (i) or (ii)

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 such development standard applies.

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

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

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

No

(b) A building product 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

Yes

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

- (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

No

Bushfire

Yes

Tidal inundation

No

Subsidence

No

Acid Sulfate Soils

No

Any other risk (other than flooding)

No



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

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.

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

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

No

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

No



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

No

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

No



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

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

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

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

State Significant Development

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

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

Issued by Ashleigh McTackett
Coordinator Planning and Development
Under delegation by the General Manager
Singleton Council



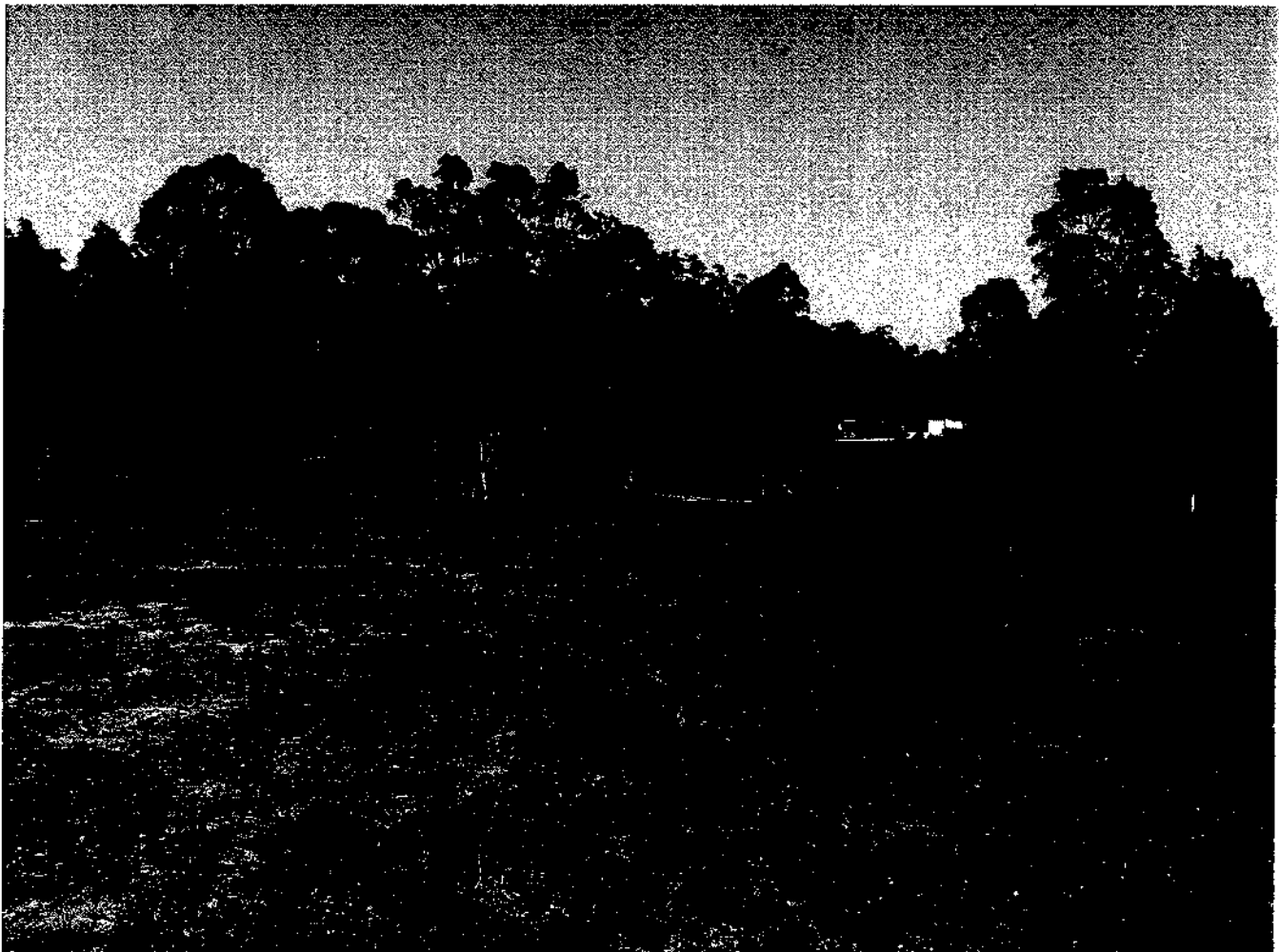


VEGETATION AND FAUNA MANAGEMENT PLAN

Long Gully Road

Prepared for
PriceWaterhouseCoopers

August 2013



DOCUMENT TRACKING

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Abbreviations

Abbreviation	Description
AABR	Australian Association of Bush Regenerators
APZ	Asset Protection Zone (IPA and OPA combined)
CRT	Critical Root Zone
CWD	Coarse Woody Debris
DNG	Derived Native Grassland
EEC	Endangered Ecological Community
ELA	Eco Logical Australia Pty Ltd
HBT	Hollow-bearing Tree
IPA	Inner Protection Area
OPA	Outer Protection Area
TSC	Threatened Species Conservation Act 1995
V&FMP	Vegetation and Fauna Management Plan
VMP	Vegetation Management Plan

1 Introduction

Eco Logical Australia Pty Ltd (ELA) was engaged by PricewaterHouseCoopers on behalf of Greenbank Civil Pty Ltd to prepare a Vegetation and Fauna Management Plan (V&FMP) for the proposed subdivision at Long Gully Road, Singleton (the subject site) (**Figure 1**). This V&FMP covers the study area that is subject to the proposed subdivision DA and includes land parcels in Lot 120, 138, 140 and 142 DP 752455.

As part of the planning proposal and rezoning of the study area, submissions from the NSW Office of Environment and Heritage (OE&H) required the retention of particular portions of the study area for conservation and the preparation of a Vegetation Management Plan (VMP) under the DCP for the site. The proponent intends to implement s88B covenants for the conservation lands within each individual allotment. This V&FMP seeks to address the requirement for the VMP, with actions targeted towards managing impacts on vegetation and fauna and improving the condition of the vegetation retained within the study area. Given the proposed subdivision is a controlled activity under the *Water Management Act 2000*, due to works within 40m of waterfront land, this V&FMP also seeks to fulfil the requirement for a VMP under this act.

1.1 Background

The proposed DA comprises 75 lots and associated effluent disposal areas. This V&FMP has been prepared to accompany the Ecological Assessment (ELA 2013) and DA application.

Previous ecological surveys have been undertaken on the subject site including the following:

- Harper Somers O'Sullivan, 2005, Flora and Fauna Assessment for a combined rezoning and development application at Lot 138 DP 752455, retreat Road, Singleton
- Orbit Planning, February 2008, Environmental Study, Proposed Zoning Amendment, Lot 140 & 142 DP 752455, 8 & 36 Long Gully Road, Wattle Ponds.
- Wildthing Environmental Consultants, 2009, Vegetation Significance Assessment for a proposed rezoning at Lot 120 DP 752455, Retreat Road, Wattle Ponds, NSW
- RPS Harper Somers, O'Sullivan, 2010, Flora and Fauna Assessment for Proposed Rezoning for Residential Development Wattle Ponds, Retreat Rd, Singleton, NSW.

Results from these previous surveys and a survey completed by ELA (2013) identified the presence of Grey Ironbark - Spotted Gum - Grey Box open forest on hills of the Hunter Valley, Sydney Basin in the study area which is synonymous with the Endangered Ecological Community (EEC) *Central Hunter Ironbark – Spotted Gum – Grey Box Forest in the NSW North Coast and Sydney Basin Bioregions* listed under the *Threatened Species Conservation Act 1995* (TSC Act). No threatened flora species have been previously recorded on the subject site. Seven threatened fauna species have been recorded within the study area, with a total of 28 threatened and migratory species recorded or considered likely to occur within the study area.

1.2 Objectives

The purpose of this V&FMP is to provide a management tool to aid landholders in maintaining and improving remaining vegetation condition in the study area, both by protecting native vegetation and controlling exotic vegetation. Accordingly, the objectives of this V&FMP are to:

- Define management zones across the study area
- Detail management issues, actions and/or ecological constraints within each zone
- Detail a timeframe, expected costs, responsibility and reporting requirements for each management action
- Ensure all works are undertaken following standard methodology

1.3 Report structure

This V&FMP is structured in the following chapters outlined in **Table 1**.

Table 1: Report structure

Chapter	Contents
1.	Introduction – outlines the background to the project including previous ecological surveys undertaken on the subject site. Also lists the objectives of this V&FMP
2.	Existing environment – describes the context of the subject site including vegetation, history of land use, threatened species and soil type
3.	Management zones – describes the characteristics and indicates the location of each management zone
4.	Management actions – details management actions required for each management zone including priority, target, cost, responsibility and reporting requirements
5.	Reporting – indicates any specifications and standards that must be followed whilst undertaking the management actions
6.	Specifications/standards – Industry standard qualifications and requirements
7.	Conclusion – summarise the key points of the V&FMP

For the purpose of this report, the following terminology has been adopted:

- **The subject site** – the development area within the study area (**Figure 1**)
- **The study area** – the subject site and surrounding area that potentially could be impacted by the proposed development, either directly or indirectly within Lot 120, 138, 140 and 142 DP 752455 (**Figure 1**)
- **The locality** – the area included within a 10 km radius from the subject site

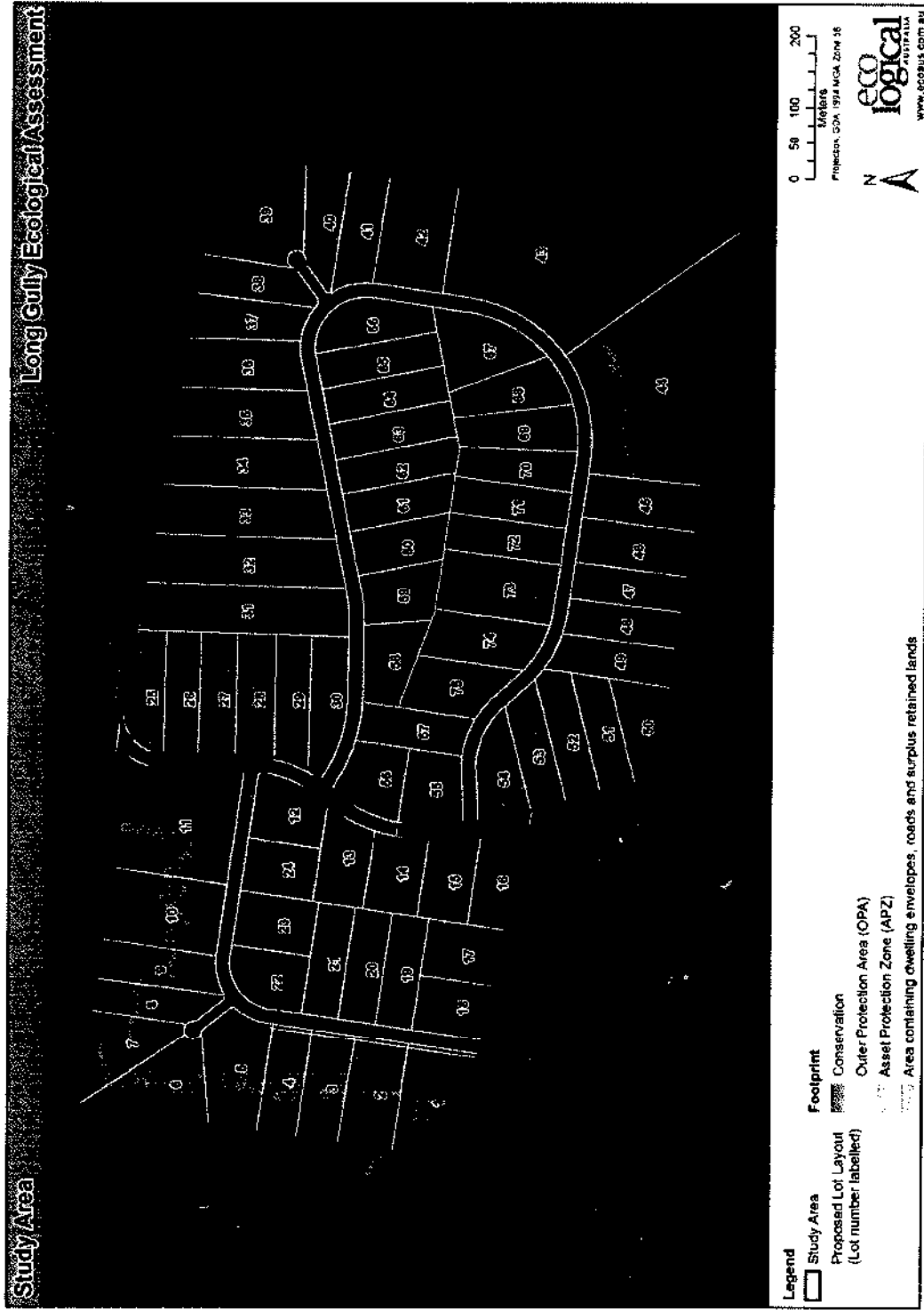


Figure 1: Subject site, APZ and Conservation area within the study area.

2 Existing environment

2.1 Location, vegetation and local land use

The subject site is located on Long Gully Road, Singleton, approximately six km north northeast from the Singleton town centre. The study area covers an area of approximately 87.52 ha.

There is one principal vegetation community on the subject site, namely Grey Ironbark - Spotted Gum - Grey Box open forest. This community is present in three condition classes; Intact (High), Pastoral woodland (Moderate to High) and Derived Native Grasslands (DNG) (Low to Moderate). Two disturbed vegetation types have also been identified; drainage lines dominated by *Juncus acutus* (Sharp Rush) and Cleared/Dams (Plates 1 to 4 and Figure 2).

The vegetation on the study area has been partially fragmented due to previous land use activities. Connectivity is greatest in the vegetation around the boundary of the subject site, with these patches linking to riparian vegetation in the locality. These links create functional habitat corridors that connect habitat in the subject site to the locality.

Current land use of the subject site is predominantly rural residential, with past land uses including agriculture – primarily grazing.

The remnant vegetation in the locality has been highly modified due to a range of land uses including agriculture, mining and urban development. Retention of the remaining patches and interlinking connectivity is important to support fauna movement and metapopulation viability.

2.2 Existing native vegetation communities

The existing native vegetation communities and their condition are described and outlined below and displayed in Figure 2.

2.2.1 Grey Ironbark - Spotted Gum - Grey Box open forest on hills of the Hunter Valley, Sydney Basin

Grey Ironbark - Spotted Gum - Grey Box open forest on hills of the Hunter Valley, Sydney Basin occurs over approximately 82.56 ha in the study area. This consists of 29.86 ha of intact forest, 7.15ha of pastoral woodland and 45.55 ha of DNG. Therefore, the majority of native vegetation within the study area comprises grassland that is cleared of canopy and understorey, but still contains greater than 50% cover of natives in the understorey and, as a result, has been assigned the appropriate native biometric vegetation type being Grey Ironbark - Spotted Gum - Grey Box open forest.

This community qualifies as *Central Hunter Ironbark – Spotted Gum – Grey Box Forest in the NSW North Coast and Sydney Basin Bioregions* EEC listed under the TSC Act, due to its floristic and structural assemblage, location in the Hunter Valley and soil type.



Plate 1: Example of the DNG variant of Grey Ironbark - Spotted Gum - Grey Box open forest on hills of the Hunter Valley, Sydney Basin, showing regenerating eucalypts and pastoral woodland in the back-ground



Plate 2: Example of the pastoral woodland variant of Grey Ironbark - Spotted Gum - Grey Box open forest on hills of the Hunter Valley, Sydney Basin. Whilst being mostly regrown vegetation, regenerating eucalypts are evident.

4/20/2010 10:58:10 AM C:\Users\ecol\Documents\Vegetation and Fauna Management Plan - Long Gully Road\Plate 1 - DNG variant of Grey Ironbark - Spotted Gum - Grey Box open forest on hills of the Hunter Valley, Sydney Basin, showing regenerating eucalypts and pastoral woodland in the back-ground



Plate 3: Example of intact Grey Ironbark - Spotted Gum - Grey Box open forest on hills of the Hunter Valley, Sydney Basin

2.2.2 Drainage line dominated by *Juncus acutus*

Drainage lines dominated by *Juncus acutus* occur over approximately 1.04 ha on the study area. This vegetation is categorised in a low condition class. *Juncus acutus* typically occurs within the drainage lines within the site at varying densities.





Plate 4: Examples of *Juncus acutus* dominated drainage line, with regenerating *Casuarina glauca* (Swamp Oak)

2.2.3 Cleared

The remaining parts of the study area are cleared, containing less than 50% cover of native species in the understorey and the canopy and shrub layer is absent (ie this area is dominated by introduced species).

2.3 Summary of Biodiversity values

Table 2: Summary of biodiversity values

Biodiversity Value	Summary
<p>Biodiversity and habitat values</p>	<p>Overall the site biodiversity is moderate, with 97 flora species recorded and with a total of 70 fauna species recorded, including three Amphibians, 49 Avian species, 15 Mammal species and four reptile species. Seven threatened species listed under TSC Act were recorded within the study area, with a total of 29 threatened or migratory species, listed under the TSC Act and/or EPBC Act, considered at least potential occurrences within the study area.</p> <p>The study area contains one native vegetation type (Figure 2) in three different condition states, all of which qualify as the EEC - Central Hunter Ironbark – Spotted Gum – Grey Box Forest in the NSW North Coast and Sydney Basin Bioregions. No threatened flora species have been recorded or are considered likely to occur within the study area.</p> <p>36 hollow bearing trees were found within the study area. Feeding and nesting habitat niches are also present to some degree, though dense ground cover and terrestrial habitat (e.g. logs) was uncommon. The site contains several ephemeral drainage lines and associated dams with fringing aquatic macrophytes. Two main winter flowering myrtaceous trees occur within the site, namely Spotted Gum and <i>Eucalyptus tereticornis</i> (Forest Red Gum), that offer seasonal forage for winter migrants. <i>Eucalyptus tereticornis</i> also provides some small areas of potential forage habitat for <i>Phascolarctos cinereus</i> (Koala).</p> <p>The following provides a list of EEC's, threatened and migratory species that have been recorded or are considered likely to occur within the study area, based on records in the</p>

Scientific name	Common Name	TSC Act	EPBC Act	Likelihood
	locality or region, results from this study, previous studies and habitat suitability.			
	Central Hunter Ironbark – Spotted Gum – Grey Box Forest in the NSW North Coast and Sydney Basin Bioregions	EEC	-	Recorded in three condition types within the study area
<i>Hieraaetus morphnoides</i>	Little Eagle	V	-	Potential
<i>Glossopsitta pusilla</i>	Little Lorikeet	V	-	Recorded in Winter census
<i>Lathamus discolor</i>	Swift Parrot	E	E	Potential Winter migrant
<i>Anthochaera phrygia</i>	Regent Honeyeater	E	E & M	Potential Winter migrant
<i>Circus assimilis</i>	Spotted Harrier	V	-	Potential
<i>Erythrotriorchis radiatus</i>	Red Goshawk	E	V	Potential
<i>Lophoictinia isura</i>	Square-tailed Kite	V	-	Potential
<i>Pomatostomus temporalis temporalis</i>	Grey-crowned Babbler (eastern subspecies)	V	-	Recorded
<i>Melanodryas cucullata</i>	Hooded Robin	V	-	Potential
<i>Pyrrholaemus sagittatus</i>	Speckled Warbler	V	-	Potential
<i>Stagonopleura guttata</i>	Diamond Firetail	V	-	Potential
<i>Ninox strenua</i>	Powerful Owl	V	-	Potential
<i>Tyto novaehollandiae</i>	Masked Owl	V	-	Potential
<i>Petaurus norfolcensis</i>	Squirrel Glider	V	-	Recorded
<i>Dasyurus maculatus</i>	Spotted-tailed Quoll	V	E	Potential
<i>Phascolarctos cinereus</i>	Koala	V	V	Potential
<i>Chalinolobus dwyeri</i>	Large-eared Pied Bat	V	V	Potential
<i>Falsistrellus tasmaniensis</i>	Eastern False Pipistrelle	V	-	Confident call identification
<i>Miniopterus australis</i>	Little Bent-wing Bat	V	-	Confident call identification

Scientific name	Common Name	TSC Act	EPBC Act	Likelihood
<i>Miniopterus schreibersii oceanensis</i>	Eastern Bent-wing Bat	V	-	Confident call identification
<i>Mormopterus norfolkensis</i>	East Coast Freetail Bat	V	-	Confident call identification
<i>Pteropus poliocephalus</i>	Grey-headed Flying-Fox	V	V	Potential
<i>Saccolaimus flaviventris</i>	Yellow-bellied Sheath-tail-bat	V	-	Potential
<i>Scoteanax rueppellii</i>	Greater Broad-nosed Bat	V	-	Probable call recording
<i>Vespadelus troughtoni</i>	Eastern Cave Bat	V	-	Potential – recorded as a potential call identification
<i>Apus pacificus</i>	Fork-tailed Swift	-	M	Potential
<i>Merops ornatus</i>	Rainbow Bee-eater	-	M	Potential
<i>Ardea ibis</i>	Cattle Egret	-	M	Potential
Connectivity	<p>Despite the study area being predominantly grassland, the drainage lines and adjacent vegetation within the study area form good connection of vegetation from the eastern portion of the study area to the east and into riparian vegetation, which in turn connects to a broader remnant to the south east. Connection from the western portion of the study area is also reasonably good to the north west and north, which connects up stream to the same riparian vegetation and to the west.</p> <p>Connectivity between the two portions of the site (east and west of Long Gully rd) is, however, poor and may be improved through development design and management intervention.</p>			

Note: E – Endangered; V – Vulnerable; M – Migratory; EEC – Endangered Ecological Community

2.4 Soils

The subject site is within the Sedgefield Soil Landscape. This soil landscape is characterised by undulating low hills, elevations between 60 m and 170 m and slopes of about six percent with lengths of 500 – 800 m. The soils are yellow Soloths on the upper to midslopes with yellow Solodic Soils on the lower slopes and drainage lines. Black Soloths may occur in areas of seepage on the slopes (Kovac & Lawrie 1991).

These soils are known to support a vegetation community dominated by Ironbark with some *Eucalyptus moluccana* (Grey Box) and *Angophora floribunda* (Rough-barked Apple) (Kovac & Lawrie 1991).

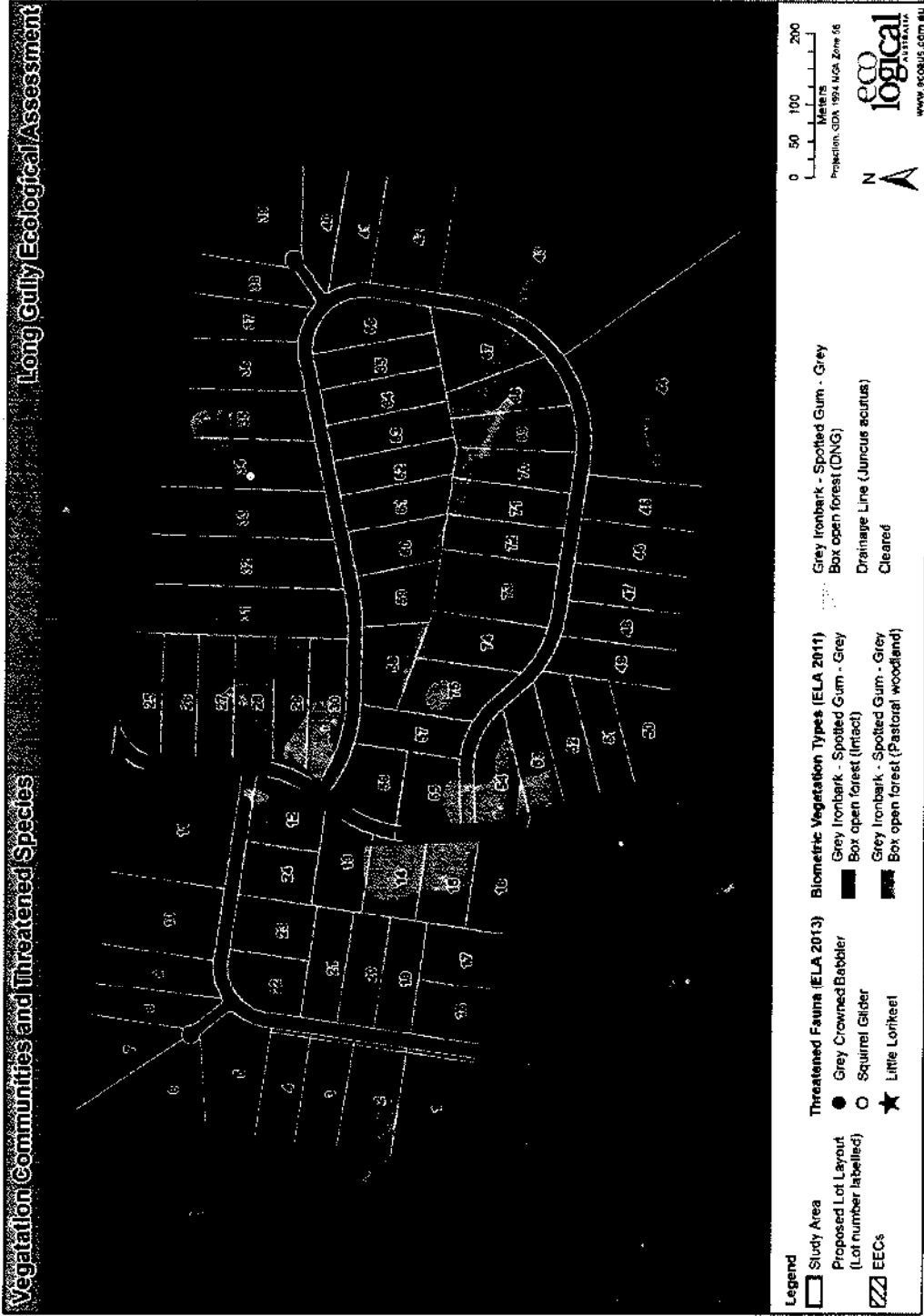


Figure 2: Vegetation communities, condition EEC's and threatened species recorded by ELA 2013.

3 Management zones

The subject site has been divided into eight management zones, allowing targeted management of each vegetation category (**Figure 3**). These zones were categorised according to the proposed future land use (ie. Development, APZ or conservation) and the targeted actions proposed in this V&FMP to treat management issues.

Table 3 outlines the features of each management zone, including ecological constraints and management issues.

.....

Table 3: Management zones

Management Zone	Description	Future Land Use	Area (HA)	Ecological Constraints	Management Issues
1 – Development area and retained lands	Extent of the finalised development area (roads and dwelling envelopes) and surplus retained lands	Development footprint and retained surplus lands not in the APZ or conservation zones	44.59 ha	<ul style="list-style-type: none"> Presence of Grey Ironbark - Spotted Gum - Grey Box open forest EEC 7 hollow bearing trees (HBT) Suitable habitat for threatened fauna species Provides some landscape connectivity with adjacent bushland and riparian corridors in study area 	<ul style="list-style-type: none"> Scattered trees should preferably be retained and incorporated in to landscaping outside of dwelling envelopes Secondary threats to native fauna from domestic pets Other threats to flora and fauna associated with urban areas must be managed
2 – Inner Protection Area Zone	Extent of area within the Inner Protection Zone	Area to be managed as an inner protection zone	11.22 ha	<ul style="list-style-type: none"> Presence of Central Hunter Grey Ironbark - Spotted Gum - Grey Box open forest EEC HBT Suitable habitat for threatened fauna species Provides some landscape connectivity with adjacent bushland and riparian corridors in study area 	<ul style="list-style-type: none"> Maintenance of HBT Retention of remnant vegetation whilst meeting Inner Protection Zone bushfire prescriptions
3 – Outer Protection Area	Extent of area within the outer protection zone	Area to be managed as an outer protection zone	1.89 ha	<ul style="list-style-type: none"> Presence of Grey Ironbark - Spotted Gum - Grey Box open forest EEC 	<ul style="list-style-type: none"> Maintenance of HBT Retention of remnant

Management Zone	Description	Future Land Use	Area (HA)	Ecological Constraints	Management Issues
Zone				<ul style="list-style-type: none"> forest EEC HBT Suitable habitat for threatened fauna species Provides some landscape connectivity with adjacent bushland and riparian corridors in study area 	vegetation whilst meeting Outer Protection Zone bushfire prescriptions
4 – <i>Juncus acutus</i>	Extent of mapped drainage line dominated by <i>J. acutus</i>	Drainage line dominated by <i>J. acutus</i> to be controlled and managed for conservation	0.98 ha	<ul style="list-style-type: none"> Riparian zone and soil stability 	<ul style="list-style-type: none"> Control and management of <i>J. acutus</i> and revegetation works Weed control should be gradual and take in to account habitat replacement of the <i>J. acutus</i> and soil stability
5 – Conservation area containing DNG (Derived Native Grassland) and cleared area	The parts of the conservation area containing DNG and cleared areas	DNG and cleared areas to be restored within the conservation area under a s88B covenant on title	8.11 ha	<ul style="list-style-type: none"> Presence of Grey Ironbark - Spotted Gum - Grey Box open forest EEC DNG 	<ul style="list-style-type: none"> Cleared areas and DNG to be restored to EEC veg via weed management and revegetation
6 – Glider connection	A 20m strip of trees is to be planted in the central	The Glider connection will have similar fuel loadings to an inner protection	0.53 ha	<ul style="list-style-type: none"> Presence of Grey Ironbark - Spotted Gum - Grey Box open 	<ul style="list-style-type: none"> Establishment of tree plantings whilst still

Management Zone	Description	Future Land Use	Area (HA)	Ecological Constraints	Management Issues
	north of the study area, providing connection between the east and west portions	zone, though tree planting and structures will be focused on establishing connection between the east and west portions of the study area		forest EEC DNG	meeting inner protection zone bush fire prescriptions
7 - Conservation area containing Pastoral Woodland	Pastoral Woodland within the retained conservation area	Zone to be managed for conservation, including weed control and revegetation works, under a s88B covenant on title	1.57 ha	<ul style="list-style-type: none"> Presence of Grey Ironbark - Spotted Gum - Grey Box open forest EEC HBT Habitat for threatened species 	<ul style="list-style-type: none"> Control of weed species Some revegetation works using endemic species from locally sourced seed, where necessary to supplement Habitat replacement, including installation of and monitoring of nest boxes
8 - Conservation area containing Intact Woodland	In fact Grey Ironbark - Spotted Gum - Grey Box open forest EEC within the conservation area	Zone to be managed for conservation, including weed control works, under a s88B covenant on title, as outlined in section 4.	13.64 ha	<ul style="list-style-type: none"> Presence of Grey Ironbark - Spotted Gum - Grey Box open forest EEC HBT Habitat for threatened species 	<ul style="list-style-type: none"> Control of weed species Habitat replacement, including installation and monitoring of nest boxes

Long Gully Ecological Assessment

Vegetation and Fauna Management Plan



Legend

- Study Area
- Proposed Lot Layout (Lot number labelled)
- Hollow Bearing Trees

Management Zones

- Zone 1 - Development area and retained land
- Zone 2 - Inner Protection Zone
- Zone 3 - Outer Protection Zone
- Zone 4 - Dense *Jurcus acutus*
- Zone 5 - Conservation areas containing DING and cleared
- Zone 6 - Glider connection zone
- Zone 7 - Conservation area containing pastoral woodland
- Zone 8 - Conservation area containing intact woodland

0 50 100 200
Meters
Projection: GDA 1984 MGA Zone 58
eco logical AUSTRALIA
www.eco logical.com.au

Figure 3: Management zones

4 Management actions

In recognising the impacts that the proposed development application will have on the ecological values within the study area, the following management actions (Table 4) have been designed to avoid further unnecessary impacts on these ecological values, outline conservation management and to provide approval agencies with some certainty of the future land use of the site. The implementation of these actions is pertinent to meeting the Wattle Ponds DCP (Clause 3 and 4), avoiding impacts of significance pursuant to s5A of the EP&A Act and in meeting requirements for a VMP under the WM Act.

Priority levels are coded as follows:

- **H** – High priority
- **M** – Moderate priority
- **L** – Low priority

Table 4: Management actions

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
1.	H	Conservation zone covenant All retained conservation zones are to be set aside under a covenant on title that places restrictions on the land owner to clear vegetation within these zones. This V&FMP is to be included in information relating to the covenant and provided to the land owner to ensure they are aware of management obligations	Securing conservation area on title	Prior to issuance of subdivision certificate	Zone 4, 5, 6, 7, 8	Land owner	N/A

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
2.	H	<p>Fencing Fencing is not to include barbed wire, with preference towards post and double or triple strand wire</p> <p>Ideally, post and wire fencing is only to be used to delineate boundaries outside the retained conservation zones, but can be used to mark the boundary of the conservation zones. Bollards or similar should be used to delineate boundaries within the retained conservation area (refer to Appendix B).</p>	Minimise fragmentation and barbed wire injuries	<p>Delineation of the conservation area to be done as part of subdivision works</p> <p>Other fencing is likely to occur following the subdivision</p>	All zones	Land owner	N/A
3.	H	<p>Signage Signage is to be erected at the boundary of the retained conservation lands to inform land owners and managers of the location and obligations under the s88B instrument on title</p>	inform land owners of conservation management obligations	Done as part of subdivision works	Zones 4, 5, 7, 8	Land owner	N/A
4.	H	<p>Asset Protection Zones The extent of the Inner and Outer Protection Area Zone is to be clearly marked to survey accuracy on the ground with stakes, bollards or similar</p>	Accurate delineation of protection zones	Prior to construction certificate	Zone 2 and 3	Land owner	N/A
5.	H	<p>Nest box installation Install 14 nest boxes to compensate the loss of HBT. Nest boxes are to be</p>	Habitat replacement and	Installed as part of subdivision works, prior to clearing	Zones 4, 5, 6, 7, 8	Land owner	Included in the Pre-clearance and clearing

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
		designed for Squirrel Gliders, Brush-tailed Phascogale, Microbats and Possums	enhancement for hollow dependant species				survey report to be prepared by ecologist
6.	H	<p>Glider connection zone</p> <p>The Glider connection zone is to be revegetated using native canopy species identified in Appendix A, but must fall within Inner Protection Zone specifications (see 2.4 above).</p> <p>Tree separation should ideally be no more than 20 m apart to improve glide trajectories</p> <p>In the interim period when canopy trees are becoming established, trees removed during clearing of the roads could be placed up right and serve as glide poles</p> <p>Note: Council is looking to realign Long Gully Road in this area and the Glider connection zone may require adjustment, though connection is to be re-instated following any road realignments to be funded by Council</p>	Improved connectivity across Long Gully Road for Squirrel Glider and Brush-tailed Phascogale	Done as part of subdivision works	Zone 6	Land owner	Annual bush regeneration report
7.	M	<p>Photo monitoring points</p> <p>Establish four photo monitoring points within the conservation area, targeting worked areas.</p>	Visual reference of changes to vegetation structure	Established as part of subdivision works, prior to primary weed	Zone 4-5 and Zone 7-8	Land owner	Annual bush regeneration report

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
		<p>GPS and permanently field mark each monitoring point</p> <p>Label photo file indicating site name, location of photo point and date photo was taken</p>		<p>control to establish base line. Annual monitoring should be done until performance criteria for weed cover and revegetation survival is met (see action 8 and 9 for performance criteria)</p>			
8.	H	<p>Primary weed control</p> <p>Primary weed removal is to involve control of weeds using industry standard bush regeneration techniques to meet the target performance of 5% cover of noxious and environmental weeds within the conservation zones</p> <p><i>Juncus acutus</i> targeted weed removal should occur where the weed is present (ie zone 4 and in drainage lines).</p> <p>Bush regeneration contractors must consider erosion and sediment and Aboriginal Cultural Heritage issues when removing the weed, with works to be done in stages to allow for habitat replacement</p>	<p>Control exotic species</p>	<p>Done as part of subdivision works</p>	<p>Zone 4, 5, 6, 7, 8</p>	<p>Land owner</p>	<p>Annual Bush Regeneration report</p>

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
		via either planting or natural regeneration, with Appendix A to be used to guide species and planting spacing.					
9.	H	<p>Primary revegetation</p> <p>Following primary weeding works, zones 4 and 5 are to be subject to revegetation works of all strata to replace habitat loss and support regeneration.</p> <p>Zones 6 and 7 are to be subject to planting of canopy trees</p> <p>Local provenance seed for species identified in Appendix A are to be used.</p> <p>Revegetation works should only be targeted to low resilience areas.</p>	Habitat replacement following weed control and assisted restoration	As part of subdivision works, with planting survival targets being met (ie 80% per species planted)	Zone 4, 5, 6, 7	Land owner	Annual Bush Regeneration report
10	H	<p>Street Planting</p> <p>Street planting should include native canopy species identified in Appendix A</p>	Improve landscape appeal of the development and facilitate fauna movement	As part of subdivision works, following road construction	Zone 1	Land owner	Annual bush regeneration report prepared for the land owner/developer
11	H	<p>Erosion Control</p> <p>Strict erosion and sediment control is required for where roads cross drainage lines and measures are to be put in place to remediate affected areas (e.g. brush</p>	Erosion and sediment control in drainage lines	As part of subdivision works	Zone 1 and adjacent drainage lines that may be affected	Land owner	N/A

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
		<p>mating and/or revegetation works).</p> <p>An erosion and sediment control plan is to be prepared and implemented</p>					
12	H	<p>Tree Retention</p> <p>Trees and HBT, in particular, should be retained where practicable and incorporated in to landscape design</p>	<p>Reduce impact on isolated trees and patches of trees</p>	<p>Final design of dwelling locations and ongoing when any clearing works are required</p>	<p>All zones</p>	<p>Land owner</p>	<p>N/A</p>
13	H	<p>Habitat Removal</p> <p>Any removal of HBTs must be done so under the supervision of a suitably qualified ecologist. Suitable logs and hollows should be retained as Coarse Woody Debris (CWD) for enhancement of degraded habitats within the conservation area (where suitable). The procedure for HBT removal must be instructed by the ecologist. The procedure may include:</p> <ul style="list-style-type: none"> Installation of nest boxes within the conservation area prior to clearing of HBT Undertake pre-clearing fauna activity surveys for any HBT to be impacted Presence of an ecologist during the felling of the HBT A slow drop process for hollow 	<ul style="list-style-type: none"> Enhance habitat potential of remaining vegetation Minimise impact to threatened fauna Minimise chance of fauna injury 	<p>During any vegetation clearing or modification as part of subdivision works or dwelling DA</p>	<p>Zones 1-3</p>	<p>Land owner</p>	<p>Pre-clearing and clearing survey report to be prepared by ecologist</p>

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
		bearing trees and then left on the ground for 24 hours before being moved in to the conservation area					
14	H	Dam decommissioning Any dams requiring de-commissioning will require an aquatic habitat assessment and pre-draining survey by a suitably qualified aquatic ecologist	Appropriate management of aquatic species	As part of subdivision works or where dams require decommissioning at dwelling DA stage	Zone 1	Land owner	Summary to be provided in pre-clearance and clearing survey report to be prepared by ecologist This may also be provided to Council
15	H	Vehicular traffic Implement vehicle speed control or calming devices to limit speed to 50 km/h, and implement traffic management signs including traffic speed signs and advisory signs indicating the potential presence of native fauna in the area	Prevent fauna injuries from vehicle collision	Done as part of subdivision works	Zone 1	Land owner	N/A
16	H	Weed and revegetation maintenance Weed and revegetation maintenance (ie follow up weeding, planting watering and replacement planting) is to be done to achieve the following performance targets: <ul style="list-style-type: none"> 5% cover of noxious and environmental weeds 	Success of planting and weed management and achieving performance criteria	Annual works following primary weeding and revegetation	Zones 4, 5, 7 and 8	Land owner	Annual Bush Regeneration report

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
		<ul style="list-style-type: none"> 80% survival success of plantings per species planted <p>The annual bush regeneration report is to include an evaluation of planting survival and whether further planting or weed management is required.</p>					
17	M	<p>Nest box monitoring</p> <p>Annual nest box monitoring to report on usage and condition at 6 month, 12 month and annually for the first 3 years</p>	<p>Nest box monitoring and conservation area condition monitoring</p>	<p>6 month following installation, 12 month and every year for the first 3 years</p>	<p>Zones 7 and 8</p>	<p>Land owner</p>	<p>Monitoring report prepared after each monitoring event</p>
18	H	<p>Native vegetation disturbance</p> <p>No vegetation is to be cleared outside of what is required for the roads, dwelling envelopes, fences and APZ fuel reduction works. As per the Wattle Ponds DCP, vegetation clearing per individual lot should not exceed 2500m². This is to be included in the information package</p>	<p>Minimising the area of impact</p>	<p>Ongoing</p>	<p>All zones</p>	<p>Land owners</p>	<p>N/A</p>
19	H	<p>Resident Information Packages</p> <p>Provide an information package to land owners prior to sale describing the requirements of the s88B covenant, the values and presence of threatened species, the EEC, domestic pet issues and preferred landscape plantings (Appendix A)</p>	<p>Informed residents</p>	<p>Information package to be provided to buyers prior to property sales</p>	<p>All zones</p>	<p>Land owner</p>	<p>N/A</p>

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
20	H	Animal stock All stock are to be excluded from the conservation areas set aside under the covenant, as per Councils DCP.	Maintenance of conservation values	Information package to be provided to buyers prior to property sales	Zone 4, 5, 7, 8	Land owner	N/A
21	H	Domestic cats Domestic cats are a particular issue, with the presence of threatened woodland birds. Future residents are to be encouraged not to have cats. All cats are to be registered, must have bells and must be kept within the dwelling footprint at all times and indoors over-night	Avoid impacts on Grey-crowned Babbler, woodland birds and other fauna	Information package to be provided to buyers prior to property sales	Zone 1	Land owner	N/A
22	H	Domestic Dogs Ensure all dog owners have their dogs microchipped and registered as explained on the Council website; are aware of their obligations as responsible dog owners; and are aware of the consequences of dog attacks on native fauna	Urban pets not impacting on native fauna and flora	Information package prior to property sales	All zones	Land owners	N/A
23	H	Dangerous and restrictive dog ownership Place restrictions on dog ownership including dangerous and restricted dogs as described on the Council website	Lessening the impact of dangerous and restrictive pets on native fauna	Information package Prior to property sales	All zones	Land owner	N/A

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
24	H	<p>Companion Animals Residents are to be informed that all pets are to be on a lead in public areas to prevent attacks on native fauna and destruction of EEC</p>	<p>and flora Lessening the impact of domestic pets on native fauna and flora</p>	<p>Information package Prior to property sales</p>	All zones	Land owner	N/A
25	H	<p>APZ Design Bushfire consultant and Ecologist to design inner and outer protection zones to retain significant trees, HBT and other habitat features</p>	<p>Minimise impacts on vegetation and retain habitat features within this zone</p>	<p>Prior to construction certificate</p>	Zone 2 and 3	Land owner	N/A
26	H	<p>Outer Protection Area Outer Protection Area is to be managed in such a way so that:</p> <ul style="list-style-type: none"> HBT are being retained along with mixed aged trees Trees and shrubs are not continuous Fine fuel is to be less than 8 tonnes per hectare Low groundcovers, bunched groups of shrubs and trees in clusters or as individuals is acceptable 	<p>Vegetation is to be maintained to Outer Protection Zone standard</p>	<p>Prior to construction and on-going management</p>	Zone 3	Land owner	Pre-clearance and clearing survey report may be required where HBT are to be removed
27	H	<p>Inner Protection Area Inner Protection Area is to be managed in</p>	<p>Vegetation is to be maintained to</p>	<p>Prior to construction and</p>	Zone 2	Land owner	Pre-clearance and clearing

Vegetation and Fauna Management Plan – Long Gully Road

No.	Priority	Action	Objective	Timing	Applicable Management Zones	Responsibility	Reporting
		such a way so that: <ul style="list-style-type: none"> • HBT are being retained along with mixed aged trees • Trees and shrubs are not continuous • Ground covers are to be kept low through slashing • All slashing equipment is to be washed down prior to use on the site to prevent establishment of exotic species 	Inner Protection Zone standard	on-going management			survey report may be required where HBT are to be removed

5 Reporting

5.1 Bush Regeneration Report

Bush Regeneration reporting is to consist of an annual report for the first five years following CC, as per the NSW Office of Water Guidelines for VMPs. The report is to document how the regeneration works has responded to the V&FMP management actions and any other management actions, with the report to contain the following information:

- A summary of works carried out within the reporting period
- An approximation of the time spent on each task
- Mapping of areas worked presented in figures and where relevant, include condition mapping to indicate changes in condition
- A description of any problems encountered in implementing the works recommended and how they were overcome
- Any observations made including new species, observations of threatened species, comments on rates of regeneration of native and weed species and problems beyond the scope of the V&FMP which impact on native vegetation, including EEC.

This report must be submitted to the land owner and Council annually during the works period.

5.2 Pre-clearing and clearing report

The pre-clearing and clearing report is to be prepared to document the clearing process, with a report to be provided to the land owner and Council following each clearing event. The report is to include a summary of the methods and results of each clearing survey.

5.3 Monitoring reports

Reports that document the monitoring nest boxes are to be prepared following each monitoring event. Monitoring reports are to include key methods and dates of monitoring. Key results and any recommendations are to be included in the monitoring reports. Reports are to be provided to the land owner and Council following each monitoring event.

7 Conclusion

This V&FMP presents a summary of the existing environment, biodiversity values and management issues within the Long Gully study area. Key biodiversity issues within the study area that require management is the presence of Grey Ironbark - Spotted Gum - Grey Box open forest EEC and the presence/potential occurrence of threatened fauna species, including the Squirrel Glider and Grey-Crowned Babbler.

Section 4 of this management plan details the actions to be implemented within the study area to manage these biodiversity issues. The intent of the management actions is to facilitate the persistence of the biodiversity values within the study area.

Appendix A: Suggested species for revegetation works

Table 5: Suggested planting species and spacing.

Note: Seed is to be from local provenance stock.

Native Biometric/Vegetation Type	Strata	Preferred Species	Planting Density
Central Hunter Ironbark – Spotted Gum – Grey Box Forest in the NSW North Coast and Sydney Basin Bioregions	Canopy	<i>Corymbia maculata</i> (Spotted Gum), <i>Eucalyptus crebra</i> (Narrow-leaved Ironbark), <i>Eucalyptus fibrosa</i> (Red Ironbark), <i>Eucalyptus tereticomis</i> (Forest Red Gum), <i>Eucalyptus moluccana</i> (Grey Box)	1 planting per 25 m ²
	Mid-storey	<i>Allocasuarina luehmanni</i> (Bull Oak), <i>Brachychiton populneus</i> (Kurrajong), <i>Acacia panvipinnula</i> (Silver-stemmed Wattle)	1 planting per 30 m ²
	Shrub	<i>Bursaria spinosa</i> (Native Blackthorn), <i>Cassinia arcuata</i> (Sifton Bush), <i>Lissanthe strigosa</i> (Peach Heath)	3 planting per 30 m ²
	Ground layer	<i>Aristida ramosa</i> (Purple Wiregrass), <i>Aristida vagans</i> (Threeseawn Speargrass), <i>Cymbopogon refractus</i> (Barbed Wire Grass), <i>Themeda australis</i> (Kangaroo Grass), <i>Austrostipa scabra</i> (Speargrass), <i>Chloris truncata</i> (Windmill Grass), <i>Dianella revolute</i> , <i>Bothriochloa macra</i> (Red Grass), <i>Sporobolus creber</i> (Slender Rat's Tail Grass), <i>Echinopogon caespitosus</i> (Bushy Hedgehog-grass), <i>Cheilanthes sieberi</i> , <i>Tricornyne elatior</i> (Yellow Autumn-lily), Lemon Beauty-heads (<i>Calocephalus citreus</i>), <i>Dichondra</i>	3 planting per 1 m ²

<p>Drainage lines containing Central Hunter Ironbark – Spotted Gum – Grey Box Forest in the NSW North Coast and Sydney Basin Bioregions</p>		<p><i>repens</i> (Kidney Weed), <i>Einadia nutans</i> (Climbing Saltbush), <i>Lomandra filiformis</i> (Wattle Matt-rush), <i>Lomandra multiflora</i> (Many-flowered Mat-rush), <i>Glycine clandestina</i>, <i>Laxmannia gracilis</i>, <i>Melichrus urceolatus</i>, <i>Opercularia diphylla</i>, <i>Vernonia cinerea</i> var. <i>cinerea</i></p>	
	<p>Canopy</p>	<p><i>Eucalyptus tereticornis</i> (Forest Red Gum), <i>Angophora floribunda</i> (Rough-barked Apple), <i>Eucalyptus moluccana</i> (Grey Box)</p>	<p>1 planting per 25 m²</p>
	<p>Mid-storey</p>	<p><i>Melaleuca ericifolia</i> (Swamp Paperbark)</p>	<p>1 planting per 10 m²</p>
	<p>Shrub</p>	<p><i>Bursaria spinosa</i> (Native Blackthorn), <i>Cassinia arcuata</i> (Sifton Bush), <i>Lissanthe strigosa</i> (Peach Heath)</p>	<p>3 planting per 20m²</p>
	<p>Ground layer</p>	<p><i>Juncus usitatus</i>, <i>Eleocharis sphacelata</i> (Tall Spike Rush), <i>Schoenoplectus mucronatus</i>, <i>Eleocharis gracilis</i>, <i>Commelina cyanea</i> (Native Wandering Jew), <i>Dichondra repens</i> (Kidney Weed), <i>Aristida ramosa</i> (Purple Wiregrass), <i>Aristida vagans</i> (Threawn Speargrass), <i>Cymbopogon refractus</i> (Barbed Wire Grass), <i>Themeda australis</i> (Kangaroo Grass), <i>Austrostipa scabra</i> (Speargrass)</p>	<p>3 planting per 1m²</p>

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What does an s88B covenant mean for your land?

An s88B covenant on title means that a “conservation zone” is set aside on your land and restrictions are placed on the clearing of vegetation within this zone. The covenant also stipulates the management actions which you as the landowner must undertake to protect this conservation zone.

Why is an s88B covenant on your land title?

Your land is beautifully situated within a highly prized endangered ecological community (Central Hunter Ironbark - Spotted Gum – Grey Box Forest in the New South Wales North Coast and Sydney Basin Bioregions). This community is identified through the presence of impressive tree species such as Grey Ironbark, Spotted Gum and Grey Box, which together provide a haven for numerous threatened animals and plants. Particularly significant to your area are the threatened species listed inside this brochure.



Central Hunter Ironbark – Spotted Gum – Grey Box Forest

What should I plant on my property?

Planting species that are recommended for your area gives your plants a greater chance of survival (since they are adapted to the local environmental conditions) and also helps to secure the long-term survival of the endangered ecological community.

Recommended species include:

Canopy (1 plant per 25m ²)	
• Spotted Gum (<i>Corymbia maculata</i>)	• Forest Red Gum (<i>Eucalyptus tereticornis</i>)*
• Narrow-leaved Ironbark (<i>Eucalyptus crebra</i>)	• Grey Box (<i>Eucalyptus moluccana</i>)*
• Red Ironbark (<i>Eucalyptus fibrosa</i>)	• Rough-barked Apple (<i>Angophora floribunda</i>) [^]
Mid-storey (1 plant per 10m ²)	
• Silver-stemmed Wattle (<i>Acacia parvipinnula</i>)	• Bull Oak (<i>Allocasuarina leichmannii</i>)
• Swamp Paperbark (<i>Malaleuca ericifolia</i>) [^]	• Kurrajong (<i>Brachychiton populneus</i>)
Shrub (3 plants per 20m ²)	
• Native Blackthorn (<i>Bursaria spinosa</i>)*	• Peach Heath (<i>Lissanthe strigosa</i>)*
• Sifton Bush (<i>Cassinia arcuata</i>)*	
Ground layer (3 plants per 1 m ²)	
• Purple Wiregrass (<i>Aristida ramosa</i>)*	• Yellow Autumn-lily (<i>Tricoryne elatior</i>)
• Three-awn Speargrass (<i>Aristida vagans</i>)*	• Lemon Beauty-heads (<i>Calocephalus citreus</i>)
• Barbed Wire Grass (<i>Gymnopogon refractus</i>)*	• Kidney Weed (<i>Dichondra repens</i>)*
• Kangaroo Grass (<i>Themeda australis</i>)*	• Climbing Saltbush (<i>Eriodia nitans</i>)
• Speargrass (<i>Austrostipa scabra</i>) [^]	• Wattle Mat-rush (<i>Lomandra filiformis</i>)
• Windmill Grass (<i>Chloris truncata</i>)	• Many-flowered Mat-rush (<i>Lomandra multiflora</i>)
• Dianella revoluta	• <i>glycine clandestina</i>
• Red Grass (<i>Bothriochloa macra</i>)	• Laxmannia gracilis
• Slender Rat's Tail Grass (<i>Sporobolus creber</i>)	• Melichrus urceolatus
• Bushy Hedgehog-grass (<i>Echinopogon coespitosus</i>)	• Opercularia diphylla
• Cheilanthes sieberi	• Vernonia cinerea var. cinerea
• Native Wandering Jew (<i>Commelina cyanea</i>) [^]	• Junceus usitatus [^]
	• Eleocharis sphaerolata (Tall Spine Rush) [^]
	• Schoenoplectus mucronatus
	• Eleocharis gracilis [^]

[^]Suitable for drainage line and regular landscape planting.

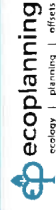
*Suitable for drainage lines only.



RESIDENTS INFORMATION PACKAGE

s88B covenant

Long Gully Rd Singleton



Threatened species recorded in the area

- Little Lorikeet
- Grey-crowned Babbler
- Squirrel Glider
- Brush-tailed Phascogale
- Eastern False Pipistrelle
- Little Bent-wing Bat
- Eastern Bent-wing Bat
- East Coast Freetail Bat
- Greater Broad-nosed Bat



Threatened species likely to use the area

- Regent Honeyeater
- Spotted Harrier
- Red Goshawk
- Little Eagle
- Swift Parrot
- Square-tailed Kite
- Hooded Robin
- Speckled Warbler
- Diamond Firetail
- Powerful Owl
- Masked Owl
- Fork-tailed Swift
- Rainbow Bee-eater
- Spotted-tailed Quoll
- Koala
- Large-eared Pied Bat
- Grey-headed Flying-Fox
- Eastern Cave Bat
- Yellow-bellied Sheath-tail-bat



What are the restrictions on clearing?

As per the Wattle Ponds development control plan (DCP) vegetation clearing per individual lot should not exceed 2500m². No native vegetation is to be cleared outside of what is required for the roads, dwelling envelopes, fences and asset protection zone (APZ) fuel reduction works. Trees and hollow-bearing trees (HBTs), in particular, should be retained where practicable and incorporated into the landscape design. Any removal of HBTs must be done under the supervision of a suitably qualified ecologist. Suitable logs and hollows should be retained within the conservation area for the purpose of habitat enhancement.

What are my management obligations?

Fencing: No barbed wire is to be used in fencing. Post and double (or triple)-strand wire should be used to delineate boundaries outside the conservation area, whilst boundaries within the conservation area should be delineated with bollards or similar (no wire) to prevent injury to wildlife.

Pets: Domestic pets are a real and ongoing threat to native wildlife. Future residents are particularly encouraged not to have cats. However, if current family pets are brought in, all cats are to be registered, must have bells and must be kept within the dwelling area at all times (not conservation area), and indoors over-night. All dog owners must have their dog microchipped and registered and adhere to the restrictions on dangerous

and restricted dogs (as described on the Council website). Dogs must not be permitted to roam free within the conservation area and all companion animals are to be on a leash when in public areas.

Stock: All stock must be excluded from the conservation area.

Asset protection zones (APZs): APZs consist of an inner protection zone (IPZ) and an outer protection zone (OPZ).

The IPZ is closest to your dwelling and is to be managed in such a way that:

- HBTs are retained along with trees of different ages (typically defined by size)
- Trees and shrubs are not continuous (must be gaps between trees and shrubs)
- Ground covers are to be kept low through slashing (mowing)
- All slashing equipment is to be washed down prior to use on the site to prevent establishment of weeds

The OPZ is closest to the conservation zone and is to be managed in such a way that:

- HBTs are retained along with trees of different ages (typically defined by size)
- Trees and shrubs are not continuous (must be gaps between trees and shrubs)
- Fine fuel (leaf litter) is to be less than 8 tonnes per hectare
- Bunched groups of trees or shrubs (in clusters or as individuals) are acceptable
- Low groundcovers are acceptable