

Contract for the sale of land – 2005 edition

TERM

MEANING OF TERM

Vendor's agent	L J Hooker Singleton 7/172 John Street SINGLETON NSW 2330	Phone: 6572 4930 Fax: 6572 4999 Ref: Allan Cruickshanks
Co-agent		
Vendor	RIX'S CREEK PTY LIMITED	ABN 25 003 824 244 ACN 003 824 244
Vendor's Solicitor	MCDONALD JOHNSON LAWYERS PO Box 673, Newcastle NSW 2300 DX 7824 NEWCASTLE	Phone: 4926 1944 Fax: 4926 4113 Ref: Andrew Craig
Completion date	day after the contract date (clause 15)	
Land	Address: Lot 114, Magpie Street, McDougall Business Park, McDougalls Hill	
(Address, plan details and title reference)	Lot 114 in Deposited Plan 1110275 (copy attached) Folio Identifier 114/1110275	
	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
Improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> none <input checked="" type="checkbox"/> other: vacant land	
Attached copies	<input checked="" type="checkbox"/> Documents in the List of Documents as marked or as numbered: <input type="checkbox"/> Other documents:	

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

Inclusions	Nil
Exclusions	Nil
Purchaser	
Purchaser's Solicitor	Phone: Fax: Ref:
Price	\$
Deposit	\$ (10% of the price, unless otherwise stated)
Balance	\$
Contract date	(if not stated, the date this contract was made)

Vendor

Witness

GST AMOUNT (optional)
The price includes GST

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Vendor duty is payable	<input type="checkbox"/> NO <input type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent
Deposit can be used to pay vendor duty	<input type="checkbox"/> NO <input type="checkbox"/> yes
Land tax is adjustable	<input type="checkbox"/> NO <input type="checkbox"/> yes
GST: Taxable supply	<input type="checkbox"/> NO <input type="checkbox"/> yes in full <input type="checkbox"/> yes to an extent
Margin scheme will be used in making the taxable supply	<input type="checkbox"/> NO <input type="checkbox"/> 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)

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

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979) <input type="checkbox"/> 7 section 149(5) information included in that certificate <input type="checkbox"/> 8 sewerage connections diagram <input checked="" type="checkbox"/> 9 sewer mains diagram <input checked="" 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 section 88G certificate (positive covenant) <input type="checkbox"/> 12 survey report <input type="checkbox"/> 13 section 317A certificate (certificate of compliance) <input type="checkbox"/> 14 building certificate given under <i>legislation</i> <input type="checkbox"/> 15 insurance certificate (Home Building Act 1989) <input type="checkbox"/> 16 brochure or note (Home Building Act 1989) <input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982) <input type="checkbox"/> 18 lease (with every relevant memorandum or variation) <input type="checkbox"/> 19 other document relevant to tenancies <input type="checkbox"/> 20 old system document <input type="checkbox"/> 21 Crown tenure card <input type="checkbox"/> 22 Crown purchase statement of account <input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	<input type="checkbox"/> 24 property certificate for strata common property <input type="checkbox"/> 25 plan creating strata common property <input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i> <input type="checkbox"/> 27 strata development contract or statement <input type="checkbox"/> 28 strata management statement <input type="checkbox"/> 29 leasehold strata - lease of lot and common property <input type="checkbox"/> 30 property certificate for neighbourhood property <input type="checkbox"/> 31 plan creating neighbourhood property <input type="checkbox"/> 32 neighbourhood development contract <input type="checkbox"/> 33 neighbourhood management statement <input type="checkbox"/> 34 property certificate for precinct property <input type="checkbox"/> 35 plan creating precinct property <input type="checkbox"/> 36 precinct development contract <input type="checkbox"/> 37 precinct management statement <input type="checkbox"/> 38 property certificate for community property <input type="checkbox"/> 39 plan creating community property <input type="checkbox"/> 40 community development contract <input type="checkbox"/> 41 community management statement <input type="checkbox"/> 42 document disclosing a change of by-laws <input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 44 document disclosing a change in boundaries <input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

WARNINGS

- 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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
- The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

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 or mediation (for example mediation under the Law Society Mediation Guidelines).

AUCTIONS

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

SPECIAL CONDITIONS

Special Conditions included in the Contract for the Sale of Land, between

RIX'S CREEK PTY LIMITED

(Vendor)

and

(Purchaser)

Dated the day of 2011

Amendments to the Contract for the Sale of Land – 2005 Edition

30. Amendments to Contract for Sale of Land – 2005 Edition

- 30.1 Clause 14.1 of this contract is hereby varied by the addition of the following sentence after the word "liable" where lastly appearing:

"The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional shall be conclusive for the purposes of such apportionment or adjustment."

- 30.2 Clause 15 of this contract is hereby varied with the addition of the following clause:

"If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date, to serve a Notice to Complete making the time for completion essential. Such a notice shall give not less than 14 days notice after the day immediately following the day on which the recipient of the notice receives that notice.

A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential."

- 30.3 Clause 29 of this contract is hereby deleted.

31. Mine Subsidence

The Purchaser may rescind this contract if the owner if the improvements on the land is not entitled, as at the date of this contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mine Substance Board to that effect shall be conclusive for the purposes of this clause.

32. Condition of the Property

The Purchaser purchases the property, all improvements thereon and inclusions thereto, in its existing state of repair and condition and will not make any objections, requisition or claim for compensation in relation thereto.

33. Disclosure of Encroachments

- 33.1 Notwithstanding any principles of law to the contrary, the Purchaser shall have the right to make an objection, requisition or claim in respect of –

- 33.1.1 any encroachment onto any adjoining land by any building or structure on the land, other than a dividing fence as defined in the Dividing Fences Act 1991; or

33.1.2 any encroachment onto the land by any building or structure or any adjoining land, other than a dividing fence as defined in the Dividing Fences Act 1991; or

33.1.3 any non compliance with the Local Government Act 1993, or any regulation under that Act, in respect of any building or structure on the land;

unless the encroachment or non – compliance is disclosed and clearly described in this contract and the contract contains an express term precluding the Purchaser from making such an objection, request or claim.

34. Additional Rights of the Parties to Rescind

34.1 The Vendor or Purchaser can by notice in writing rescind the contract if:

34.1.1 the Purchaser or Vendor or any of them prior to completion shall die, become mentally ill or be declared bankrupt; or

34.1.2 the Purchaser or Vendor being a company, shall resolve to go into liquidation, enter into any scheme or arrangement with creditors, be the subject of a petition for winding up or the appointment of a receiver, liquidator or official manager.

34.2 The provisions of Clause 19 will apply to these additional rights of the parties to rescind.

35. Guarantee and Indemnity if the Purchaser is a Company

35.1 For the purposes of this contract, "Guarantor" means the person or persons who are officers of the purchaser company and who have witnessed or signed this contract for the purchaser or who have otherwise indicated that they give this guarantee.

35.2 The Guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract.

35.3 The Guarantor unconditionally and irrevocably guarantees to the vendor the due and punctual performance and observance by the purchaser of the purchaser's obligations under this contract.

35.4 As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from and any expenses incurred in connection with, a breach by the purchaser of this contract. It is not necessary for the vendor to incur expense or make payment before enforcing that right of indemnity.

35.5 As a separate undertaking the Guarantor unconditionally and irrevocably indemnifies the vendor against all liability or loss arising from, and any expenses incurred in connection with, a representation or warranty by the purchaser in this contract being incorrect or misleading.

35.6 The Guarantor waives any right it has of first requiring the vendor to commence proceedings or enforce any other right against the purchaser or any other person before claiming under this guarantee and indemnity.

35.7 The liabilities of the Guarantor under this clause as a guarantor indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything which might otherwise affect them at law or in equity including but not limited to, one or more of the following:

35.7.1 the vendor granting time or indulgence to, compounding or compromising with or releasing the purchaser;

35.7.2 acquiescence, delay, acts, omissions or mistakes on the part of the vendor;

35.7.3 any novation of the right of the vendor;

35.7.4 any variation of this contract, or

35.7.5 the validity or unenforceability of an obligation of a person other than the Guarantor.

35.8 The Guarantor may not without the consent of the vendor:

35.8.1 raise a set off or counterclaim available to it or the purchaser against the vendor in reduction of its liability under this guarantee and indemnity;

35.8.2 claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the vendor in connection with this contract; or

35.8.3 prove in competition with the vendor if a liquidator, provisional liquidator, receiver, official manager or trustee in bankruptcy is approved in respect of the purchaser or the purchaser is otherwise unable to pay the purchaser's debts when they fall due.

35.9 If a claim that a payment or transfer to the vendor in connection with this contract or this guarantee or indemnity is void or voidable (including, but not limited to), a claim under laws relating to liquidation, insolvency or protection of creditors) is upheld, conceded or comprised, then the vendor is entitled immediately as against the Guarantor to the rights to which it would have been entitled under this guarantee and indemnity, if the payment or transfer had not occurred.

35.10 This clause is an essential term of this contract.

35.11 If there is more than one person constituting the Guarantor then they give these covenants jointly and severally.

36. Terms of Contract

The Purchaser acknowledges that they do not rely on any other letter, document, correspondence or agreement either oral or in writing, as adding to, amending the terms, conditions and arrangements as are set out in this contract.

37. Damages for Late Completion

If the Purchaser does not complete the purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase monies, an amount calculated at ten percent (10%) per annum interest on the balance of the purchase monies, computed at a daily rate from the day immediately after the completion date to the day on which this sale is completed.

It is agreed by the parties that this amount is a genuine pre-estimate of the Vendor's loss of interest on the purchase monies and liability for rates and outgoings. The Vendor shall be obligated to complete unless this amount is tendered at the time of settlement.

38. Deposit

38.1 Despite any other provision of the contract, if:

38.1.1 the deposit agreed to be paid (or actually paid at the relevant time) by the Purchaser is less than ten per centum (10%) of the purchase price, and;

38.1.2 the Vendor becomes entitled to keep the deposit actually paid,

the purchaser will immediately upon demand pay to the Vendor the differences between ten per centum (10%) of the purchase price and the amount actually paid (to the intent that a full ten per centum (10%) of the price is forfeitable by way of deposit upon default).

39. Non Complaints

39.1 The Purchaser acknowledges that:

39.1.1 the Rix's Creek Coal Mine is suitable in close proximity to the property; and

39.1.2 open cut coal mining operations and associated activities ("Mining") are conducted by the Vendor or its Related Entities (as defined in section 9 of the *Corporations Act 2001*) at the Rix's Creek Coal Mine.

39.2 The Purchaser agrees that:

39.2.1 It will not lodge any complaints, obligations or claims against the Vendor or its Related Entities in respect of the operations of the Rix's Creek Coal Mine including but not limited to complaints, obligations or claims in respect of noise, vibration or dust generated by Mining at the Rix's Creek Coal Mine;

39.2.2 It will not be entitled to any compensation whatsoever, whether by way of damages or otherwise, for any damage or loss of amenity caused by Mining at the Rix's Creek Coal Mine and;

39.2.3 a covenant giving effect to the above provisions may be registered by the Vendor on title for the property.

39.3 This clause 39 Survives termination or completion of this contract.

40. Death, Mental Illness, Liquidation etc

40.1 Without negating or limiting any rights or remedies available to either the vendor or the purchaser, at law or equity, which may arise but for the inclusion of this special condition, if prior to completion, the purchaser or one of them if more than one:-

40.1.1 (if an individual) dies or becomes mentally ill, or is declared bankrupt or enters onto any scheme or assignment for the benefit of the creditors; or

40.1.2 (if a company) is the subject of winding – up proceedings or is placed in liquidation or receivership, or enters into any scheme or assignment for the benefit of creditors,

40.2 then the vendor may rescind this contract within 14 days of becoming aware of such incapacity by notice in writing forwarded to the solicitor for the purchaser and thereupon this contract shall be at an end and provisions of clause 19 shall apply.

41. Notice to Complete

41.1.1 If completion of this contract is not effected on or before 3.00pm on the completion date then:

41.1.1 fourteen (14) days shall be deemed to be a sufficient and reasonable period in any notice to complete served on either party making time of the essence for the completion of this contract;

41.1.2 any such notice to complete may specify any time between 11.00am and 3.00pm (inclusive) on a day on or after the 14th day after the service of such notice as the time for completion notwithstanding that the 14th day may not expire until later on that day;

41.1.3 a notice to complete may be served by either party on the other party at any time after 3.00pm on or after the completion date; and

41.1.4 where a notice to complete is served on the purchaser by or on behalf of the Vendor, it is an essential term that on actual completion of this contract the Purchaser must pay the sum of \$275 (being a genuine pre-estimate of the damages payable for the breach of this contract which gave rise to the service of the notice) to reimburse the vendor for the additional legal costs and disbursements incurred by the Vendor in respect of the preparation and service of each notice served.

42. No Purchaser's caveat

The Purchaser may not lodge a caveat or charge affecting the title of the property or the development site.

43. Entire Agreement

This contract constitutes the entire agreement of the parties about the sale of the property and supersedes all previous agreements, understandings and negotiations on the sale of the property. The Purchaser represents and warrants that in entering into this contract it has not relied on any representation or warranty about its subject matter (including the potential of, or future profits from, the property) except those included in this contract.

44. No Merger

The warranties, indemnities and agreements in this contract do not merge on Completion.

45. Waiver and Variation

45.1 A provision of or a right created under this contract may not be:

45.1.1 waived, except in writing signed by the party granting the waiver; or

45.1.2 varied, except in writing signed by the parties

46. Fences

46.1 The Purchaser acknowledges that there are no dividing fences on the land being by the Purchaser. Notwithstanding the Diving Fences Act 1991, the purchaser shall not make any claim against the Vendor in relation to costs for the erection of a diving fence if such a fence is required by the Purchaser.

46.2 This clause 46 shall not merge on completion.

47. Notices

47.1 Any notice or other communication of any nature required or permitted to be given by a party to another party arising out of this (contract):

47.1.1 shall be in writing in order to be valid;

47.1.2 shall be signed by the party giving, serving or making the same or by its solicitors or other duly authorised agent; and

47.1.3 shall be deemed to have been duly served, given or made in relation to a party if it is:

- (a) delivered by hand or sent by pre-paid post to the address of that party set out herein (or to such other address as may be notified in writing by that party to the other party from time to time as its address for service of notices under this (contract) or to the address of that party's solicitor set out in Clause (number) hereto; or
- (b) sent by facsimile transmission to the facsimile number of that party or to the facsimile number of that party's solicitor set out in Clause (number) hereto.

47.2 Any notice or other communication shall be deemed to be received:

- 47.2.1 if delivered by hand, on the date of delivery if the same takes place before 5.00p.m. on a business day or if it takes place at any other time, on the next business day after the day of delivery;
- 47.2.2 if sent by pre-paid post, at the expiry of forty-eight (48) hours after the time of posting or, if sent by pre-paid post to an overseas address, at the expiry of seven (7) days after the date of posting; or
- 47.2.3 if sent by facsimile transmission, upon receipt by the sender of a satisfactory transmission control report, indicating transmission without error or, where such transmission does not take place before 5.00p.m. on a business day, on a business day, on the next following business day.

Execution Pages

SIGNED, SEALED AND DELIVERED)
by the **PURCHASER**)

in the presence of:)

)
)
)
.....)

Signature of witness)

.....

Signature of Purchaser

.....)

Name of witness (block letters))

.....

Name of Purchaser

EXECUTED by the PURCHASER)

)

ACN)

pursuant to section 127 of the)
Corporations Act in the presence of:)

)

)

.....)

Signature of Director/Secretary)

.....

)

Signature of Director

)

Executed by RIX'S CREEK PTY)

LIMITED ACN 003 824 244)

pursuant to Section 127 of the)
Corporations Act in the presence of:)

)

)

.....

Signature of Director

.....

Signature of Director/Secretary

SIGNED, SEALED AND DELIVERED)
 by the said **GUARANTOR**)

in the presence of:)

.....)

Signature of witness)

.....

Signature of Guarantor

.....)

Name of witness (block letters))

.....

Name of Guarantor

SIGNED, SEALED AND DELIVERED)
 by the said **GUARANTOR**)

in the presence of:)

.....)

Signature of witness)

.....

Signature of Guarantor

.....)

Name of witness (block letters))

.....

Name of Guarantor

Subdivision Certificate

SUBDIVISION _____

SEE SIGNATURE FORM
(Must sign on a new road)

Divisional Person/General Manager/Head of Division

Agenda Item: SINGLETON COUNCIL
 Date: 13 JULY 2007

1. The first step is to identify the problem. In this case, the problem is that the user is unable to access the internet.

Case No. SC33/2007

563844

plan is to be lodged electronically in the (and) ZISec Office
include a signature in an electronic or digital format.

by the National Center
: director is responsible

WORK'S REFERENCE: 20740 STG 1A

[illegible]

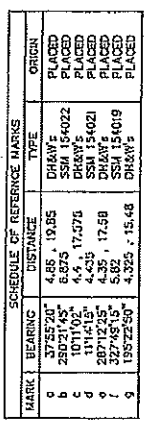
CHECKLIST

1000	1500	2000	2500	3000	3500	4000	4500	5000	5500	6000	6500	7000	7500	8000	8500	9000	9500	10000
1000	1500	2000	2500	3000	3500	4000	4500	5000	5500	6000	6500	7000	7500	8000	8500	9000	9500	10000

[illegible]



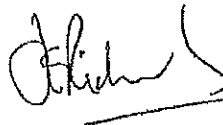

המחברת : רחל חורבן

LINE	SCHEDULE OF SHORT			RAQUIS
	BEARING	DISTANCE	BEARING	
1	180°37'35"	6.26	211	
2	94°20'30"	21.09	21.1	
3	117°20'30"	29.13	21.1	
4	117°20'30"	29.13	49	
5	59°34'40"	64.92	70.665	
6	59°34'40"	36.84	36.9	
7	113°37'50"	37.62	71	
8	113°37'50"	37.62	71	
9	71°01'50"	18.058	18.053	
10	89°15'30"	26.81	27.025	
11	289°11"	5.57		
12	344°53'30"	3.085		
13	364°33'	2.603	2.03	
14	224°15'30"	3.045		
15	230°09'55"	5.84		
16	286°11'10"	33.445		
17	259°59'25"	6.28	6.28	19.5




SURVEYING REGULATION 2005 : CLAUSE 35(1)(b) & CLAUSE 61(2)									
MARK	M.A. CO-ORDINATES		ZONE	CLASS	ORDER	METHOD	ORIGIN		
	EASTING	NORTHING							
SSM 24750	325 371.330	6 398 933.080	56	B	U	CLOSED TRANSVERSE	SCMS		
SSM 24751	320 036.213	6 398 147.071	56	B	U	CLOSED TRANSVERSE	SCMS		
SSM 24752	320 036.213	6 398 131.400	56	B	U	CLOSED TRANSVERSE	SCMS		
SSM 24753	325 968.057	6 398 331.400	56	B	U	CLOSED TRANSVERSE	SCMS		
SPH 74919	325 534	6 397 405	56	U	U	CLOSED TRANSVERSE	SCMS		
SSM 138560	325 363	6 397 404	56	U	U	CLOSED TRANSVERSE	SCMS		
SSM 154019	325 539.9	6 397 605.8	56	D	U	CLOSED TRANSVERSE	PLACED		
SSM 154021	325 709.6	6 397 724.6	56	D	U	CLOSED TRANSVERSE	PLACED		
SSM 154022	325 579.8	6 397 720.1	56	D	U	CLOSED TRANSVERSE	PLACED		
M.A. CO-ORDINATES ADOPTED FROM SCMS AS AT 23RD JUNE 2005									
M.A. CO-ORDINATED SCALE FACTOR = 0.999956									

→
Rég : 20740-8F (STAGE_1A).OWG

CERTIFICATES, SIGNATURES AND SEALS. . . Sheet 2 of 3 sheet(s)	
PLAN OF SUBDIVISION OF LOTS 7, 8, 9, 10 AND 11 DP 253172	DP1110275
	Registered :  27.8.2007
Subdivision Certificate No:	Date of Endorsement:
<div><p>A.B.N. 25 003 824 244 Common Seal</p></div> <div><p>John</p><p>(Paul Taylor) Secretary</p></div>	
SURVEYOR'S REFERENCE : 20740 STG 1A	

*OFFICE USE ONLY

CERTIFICATES, SIGNATURES AND SEALS		Sheet 3 of 3 sheet(s)
PLAN OF SUBDIVISION OF LOTS 7, 8, 9, 10 AND 11 DP 253172	DP1110275	*
Registered :  27.8.2007		*
Subdivision Certificate No:	Date of Endorsement:	
<div><div><p><u>SIGNED SEALED AND DELIVERED</u> For and on behalf of ST GEORGE BANK LIMITED (A.C.N. 056 513 070) by its attorneys under power of attorney registered No. 125 Book 4182</p></div><div><p>ATTORNEY Print Name: <u>Brett Bolton</u> Position Held: <u>Credit Analyst</u></p><p>ATTORNEY Print Name: <u>Phil Handley</u> Position Held: <u>Senior Relationship Manager</u></p><p>WITNESS Print Name: <u>Viviana McGuire</u> Address: <u>12 Perkins St, Newcastle</u></p></div></div>		
SURVEYOR'S REFERENCE : 20740 STG 1A		

*OFFICE USE ONLY

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

ePlan

(Sheet 1 of 4 Sheets)

Plan:

DP1110275

Plan of Subdivision of Lots 7, 8, 9, 10 & 11
 DP 253172

Full name and address
 of proprietor of the land:

Rix's Creek Pty Limited (ACN 003 824 244)
 Four Mile Creek Road
 Ashtonfield NSW 2323

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities :
1	Easement to Drain Water 2 Wide	117 122 121 120 119 118 129 128 127 126 125 124 130	130 123 122 & 123 121,122 & 123 120,121,122 & 123 119,120,121,122 & 123 130 129 & 130 128,129 & 130 127,128,129 & 130 126,127,128,129 & 130 125,126,127,128,129 & 130 124,125,126,127,128 & 129
2	Easement to Drain Water and Right of Access 3 wide & Variable	118 & 130	Singleton Council
3	Easement to Drain Water Variable Width	130	Singleton Council
4	Right of Access Variable Width	130	Singleton Council
5	Restriction as to User	Every Lot except 130	Every other Lot
6	Restriction as to User	124, 125, 126, 127, 128, 129	Singleton Council

ePlan
(Sheet 2 of 4 Sheets)

DP1110275

Part 2

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 referred to in the plan:

The Authority benefited agrees that the use of the Easement to Drain Water and Right of Access, terms as set out in the Act, will be abandoned and the Easements will be released upon the servient tenement becoming a public dedicated road constructed at no cost to the Authority benefited.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 4 referred to in the plan:

The Authority benefited agrees that the use of the Right of Access, terms as set out in the Act, will be abandoned and the Easement will be released upon the servient tenement becoming a public dedicated road constructed at no cost to the Authority benefited.

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

- (a) No fence will be erected on each Lot burdened to divide it from any adjoining land owned by Rix's Creek Pty Limited without the consent of Rix's Creek Pty Limited which consent will not be unreasonably withheld if such fence is erected without expense to Rix's Creek Pty Limited and provided that this restriction shall remain in force only during such period as Rix's Creek Pty Limited is the Registered Proprietor of any land in the plan or any land immediately adjoining the land in the plan, whichever is the later.
- (b) No building may without the prior written consent of Rix's Creek Pty Limited be erected or permitted to be remain erected on any Lot burdened with external walls:
 - (i) of any sheeting or cladding of metal, fibrous concrete or timber unless such walls are painted;
 - (ii) of any masonry construction including but not limited to brick, concrete, lightweight concrete or stone unless such walls are face brick, exposed aggregate or painted and must be constructed in new materials.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 6 referred to in the plan:

- (a) No landscaping or vegetation is permitted in the area designated on the plan unless that landscaping or vegetation meets the requirement of the New South Wales Rural Fire Services guidelines with respect to Asset Protection Zones.
- (b) No building or structure is permitted within the area designated on the plan unless that building or structure is constructed of non-combustible materials and meets the requirement of the New South Wales Rural Fire Services guidelines with respect to building standards within an Asset Protection Zone.

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Name of person/authority empowered to release, vary or modify restriction or positive covenant numbered 5 in the plan.

Rix's Creek Pty Ltd and if Rix's Creek Pty Ltd no longer exists or is not the Registered Proprietor of any of the land comprised in the Plan of Subdivision then the person or persons for the time being registered as the proprietor of the Land in the Plan of Subdivision having the benefit of or having common boundaries with the land requesting such release or variation of the restriction.

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) appear(s) below pursuant to the authority specified.

Corporation: Rix's Creek Pty Ltd (ACN 003 824 244)

Authority: section 127 of the Corporations Law

Signature of
authorised person:

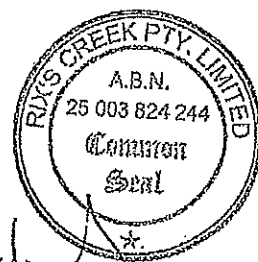
Name of
authorised person: *William Cant*

Office held: *Secretary*

Signature of
authorised person:

Name of
authorised person: John Richards

Office held: Director



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) appear(s) below pursuant to the authority specified.

Corporation: St George Bank Limited (ACN 055 513 070)

Authority: section 127 of the Corporations Law

SIGNED SEALED AND DELIVERED

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

ATTORNEY

Print Name:
Position Held:

Brett Bolton
Credit Analyst

ATTORNEY

Print Name:
Position Held:

Phil Handley
Senior Relationship Manager

WITNESS

Print Name:
Address:

Vanessa McGuire
12 Percins St, Newcastle

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Signature of
authorised person:

Signature of
authorised person:

Name of
authorised person:

Name of
authorised person:

Office held:

Office held:

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below

Signature of
Witness: *Michelle Windbank*

Signature of
authorised officer: *Mark Shlein*

Name of witness:
Michelle Windbank

Authorised
officer's name: *Mark Shlein*

Address of Witness:
*Singleton Council
PO Box 314
Singleton NSW 2330*

Authority of
officer: *Manager Planning +
Development Services*

Signing
on behalf of: Singleton Shire Council

REGISTERED



27.8.2007