

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Sanders Property Agents 9 Jannali Avenue, Jannali NSW 2226 Email: Andrew.Bloom@sanders.com.au	Phone: 02 9528 9299 Fax: 02 9528 9460 Ref: Andrew Bloom

co-agent

vendor	DLH Renovations Pty Ltd ACN 664115075 59 Freya Street, Kareela NSW 2232	
vendor's solicitor	World Class Conveyancing Pty Ltd Level 8, 25 Restwell Street, Bankstown NSW 2200 PO_BOX 3756, Erina NSW 2250 Email: rachel@wcconveyancing.com.au	Phone: 1300 120 087 Fax: 4367 5319 Ref: RD:23:0195

date for completion **28 days after the contract date (clause 15)**

land (address, plan details and title reference) **96 Ingrid Road, Kareela NSW 2232**
Lot 1402 in Deposited Plan 242675
Folio Identifier 1402/242675

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☒ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space
☐ none ☐ other:

attached copies ☐ documents in the List of Documents as marked or as numbered:
☐ other documents:

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" 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."

VENDOR		PURCHASER	
Signed by _____ Vendor _____ Vendor		Signed by _____ Purchaser _____ Purchaser	
VENDOR (COMPANY)		PURCHASER (COMPANY)	
Signed by DLH Renovations Pty Ltd ACN 664115075 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Director _____ Office held		Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Name of authorised person _____ Office held	

Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, 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:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

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

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

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

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

List of Documents

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

SECTION 66W CERTIFICATE

I,
of _____,
certify as follows:

1. I am a _____ currently admitted to
practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with
reference to a contract for the sale of property at 96 Ingrid Road, Kareela NSW 2232, from **DLH
Renovations Pty Ltd ACN 664115075**
to _____
in order that there is no cooling off period in
relation to that Contract.
3. I do not act for **DLH Renovations Pty Ltd ACN 664115075** and am not employed in the legal
practice of a solicitor acting for **DLH Renovations Pty Ltd ACN 664115075** nor am I a member or
employee of a firm of which a Solicitor acting for **DLH Renovations Pty Ltd ACN 664115075** is a
member or employee.
4. I have explained
to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period
in relation to the Contract.

Dated: _____

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 served 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 by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th 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 served 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</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the <i>Swimming Pools Act 1992</i> or clause 22 of the <i>Swimming Pools Regulation 2018</i>).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or will).
- 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;
 - GST/GW 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 *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation of any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a business day, the time is extended to the next business day, except in the case of clauses 2 and 3.2.
- 21.6 Normally, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 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.

96 INGRID RD KAREELA NSW 2232

ANNEXURE TO CONTRACT FOR SALE OF LAND

VENDOR:	DLH Renovations Pty Ltd
PURCHASER:	
PROPERTY:	96 Ingrid Road, Kareela NSW 2232

33. AMENDMENTS TO PRINTED FORM OF THE CONTRACT:

33.1 Deposits and other payments before completion.

Clause 2.9 is amended as follows:

33.1.1 After the word “deposit” in the first line the words “or any other moneys” are to be inserted.

33.1.2 Add to the end of clause 2.9 the words “Provided that the deposit holder shall only be required to invest the deposit if the parties supply to the deposit holder their tax file numbers”

33.1.3 Add in clause 3.2 after “Deposit Bond” with an expiry date no earlier than 42 days after the date for completion shown on the front page of this Contract or no expiry date if a plan is not registered at the contract date.

33.3 Claims by Purchaser – clause 7.1.1 is amended by replacing 5% with \$1

33.4 Restrictions on rights of Purchaser – clause 10 is amended as follows:

33.4.1 Add to the first line of clause 10.1 the words “or delay completion” after the word “terminate”

33.4.2 In Clause 10.1.2 add “or the Common Property” after “property” in the second line.

33.4.3 Delete from clause 10.1.8 the words “substance” and disclosed” and insert in lieu respectively “existence” and “noted”.

33.4.4 Delete from clause 10.1.9 the words “substance” and disclosed” and insert in lieu respectively “existence” and “noted”.

33.4.5 Add to clause 10.2 after the word “rescind” the words “requisition, claim”.

33.5 Delete clause 14.4.2.

33.6 Clause 20.6.5 is deleted and the following inserted in its place:

“20.6.5 served if it is served by fax to the party’s solicitor/conveyancer at the time of sending unless it is not received but production of a report produced by the sender’s fax machine of an error-free transmission shall be prima facie evidence of the receipt of such fax and the time of such receipt and served by email to the party’s solicitor/conveyancer at the time of sending as long as the party’s solicitor or conveyancer can produce a email delivery or read receipt.

33.7 Clause 23.13 & 23.14 is deleted. The vendor authorises the purchaser to apply for their own S184 Certificate.

34. ALTERATIONS TO CONTRACT

Each party hereof authorises his, her or their Solicitor/Conveyancer or any employee of that Solicitor/Conveyancer to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract as if same was annexed prior to the Contract being executed.

35. CLAIM FOR COMPENSATION

Notwithstanding the provisions clause 7, any claim for compensation made by the Purchaser shall be deemed to be an objection or requisition for the purposes of clause 8.

36. STATE OF REPAIR

The Purchaser relies upon the Purchaser's own enquiry regarding the present state of repair of the property or improvements to the property. No objection, requisition or claim for compensation may be made regarding the state or repair or condition (including patent or latent defects) of the property or improvements

37. AGENT INDEMNITY

The Purchaser warrants to the Vendor that the Purchaser has not been introduced to the Property by any estate agent or agency (other than the agent or agency [if any] nominated in this Contract) and hereby agrees to indemnify the Vendor against any claim by any estate agent or agency due to the Purchaser's breach of this warranty to the intent that all damages, costs and expenses on a Solicitor and client basis which may be incurred by the Vendor in respect of any such claim shall be paid by the Purchaser to the Vendor. The Vendor warrants to the Purchaser that the Vendor has not given any estate agent or agency (other than the agent or agency [if any] nominated in this Contract) a sole or exclusive agency for the sale of the Property. It is hereby agreed that this clause shall not merge on completion.

38. F I R B APPROVAL

The Purchaser warrants to the Vendor that if it is a "foreign corporation" or a "foreign person" as defined in the Foreign Acquisition & Takeovers Act 1975 ("the Act"), it has obtained the consent of the Foreign Investment Review Board in accordance with the provisions of the Act to its purchase of the Property. The Purchaser hereby indemnifies and holds indemnified the Vendor against all liability, loss, damage and expenses which the Vendor may suffer or incur as a direct or indirect consequence of a breach of this warranty.

39. INTEREST FOR LATE COMPLETION

(a) If the Purchaser does not complete this Contract by the later of the completion date and the date the Vendor is ready, willing and able to complete ("the effective date") the Purchaser must:

(i) in addition to the balance of the purchase price payable on completion, pay interest on the balance of the purchase price at a rate of eight per centum (8%) per annum calculated on a daily basis from the effective date up to and including the actual date of completion

this special condition does not affect any other right, privilege, obligation or liability acquired, or accrued under this Contract.

(b) If settlement arrangements have been made for any date being the completion date or any other earlier date as mutually agreed, and the settlement is cancelled or rescheduled due to the purchaser not been ready to complete, the

purchaser must pay the sum of \$350.00 plus GST to cover extra costs and expenses incurred as a consequence of the delay, as a genuine pre- estimate of those additional expenses, to be allowed by the Purchaser, as an adjustment on completion; and

- (c) Despite sub clause (a), if the Vendor is unable or unwilling to complete by the completion date then the effective date for this Clause will be two business days after the Vendor gives written Notice to the Purchaser that he is ready, willing, and able to complete.

40. NOTICE TO COMPLETE

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 fourteen days' notice and may nominate a specified hour on the last day as the time for completion. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential. A party which issues a Notice to Complete is also entitled to withdraw such notice and such withdrawal shall not prejudice its right to issue a subsequent Notice.

41. RELEASE OF DEPOSIT

Notwithstanding anything else in this Contract, the Purchaser agrees to release the whole or that part of the deposit as the Vendor requires at such time as the Vendor may require to be used by the Vendor for the payment of the whole or part of a deposit payable by the Vendor on another property or payment of part of an Ingoing Contribution/Accommodation Bond payable by the vendor or the vendor's entry into a Retirement Village/Aged Care Facility or stamp duty in respect of the purchase of another property. If such release is required at the time of making this Contract, then the deposit shall be paid in the manner directed by the Solicitor for the Vendor otherwise the deposit of part thereof shall be released by the Depositholder as directed in writing by the Vendor's Solicitor without the need for any further direction or authority being given by the Purchaser or their Solicitor. The Purchaser shall not be entitled to make any claim for loss of interest which would otherwise be payable pursuant to Clause 3.

42. DEPOSIT PAYABLE WHERE RIGHT TO "COOL OFF"

If the Contract is made and the Purchaser has the right to "Cool Off" by rescinding this Contract, pursuant to Sections 66S and 66U of the Conveyancing Act 1919, as amended, the deposit may be paid as to 0.25% of the purchase price on the date of this Contract is made and as to the balance of the deposit (or the balance of the first instalment of the deposit if it is agreed that the deposit shall be paid by instalments) by 5pm on the fifth business day after the day on which this Contract is made, or if the "cooling off" period is extended, by 5 pm on the day to which the "cooling off" period is extended.

43. PURCHASER BEING A PROPRIETARY COMPANY

If the Purchaser is a corporation then this Contract has been entered into by the Vendor at the request of the Guarantors, and, as evidenced by their execution hereof, the Guarantors do hereby jointly and severally guarantee the due observance and performance by the Purchaser of all obligations on the part of the Purchaser to be observed and performed under the Contract and that the Guarantors will upon demand pay to the Vendor all monies which may become due, owing or payable by the Purchaser to the Vendor pursuant to the Contract and will be responsible for the due compliance, observance and performance of all of the obligations on the part of the Purchaser to be observed and performed to the same extent as if they were a party to the contract and this guarantee shall be a continuing joint and several guarantee and shall bind each Guarantor, and their heirs, executors, administrators and assigns and shall not be

released, varied or negated by the giving of any time or the granting of any concession or waiver of any requirement or condition by the Vendor. The Guarantors do hereby jointly and severally indemnify and agree to hold indemnified the vendor against all losses, damages and expenses incurred by the Vendor as a result of any breach or default on the part of the Purchaser of any of the obligations on the part of the Purchaser to be observed and performed under the Contract.

44. SETTLEMENT DURING CHRISTMAS PERIOD

Completion of this contract shall take place within the time provided for in clause 15 except where settlement falls on, or any date between 21 December 2023 and 16 January 2024, in which case completion shall take place on 17 January 2024.

45. LESS THAN 10% DEPOSIT ON EXCHANGE

Despite any other provision of this agreement, if the deposit agreed to be paid (or actually paid) is less than ten percent (10%) of the purchase price and the vendor becomes entitled to forfeit the deposit actually paid, the purchaser will immediately upon demand pay to the vendor the difference between the amount actually paid and the ten percent (10%) deposit.

46. REQUISITIONS ON TITLE

For the purpose of clause 5 of the standard terms, any requisitions about the property or title must be in the form of the attached Requisitions on Title. No other form of requisitions may be served by the purchasers.

47. RIGHTS OF PARTIES UPON DEATH OR MENTAL ILLNESS

Without in any manner negating limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, should either party (if more than one person comprises that party, then any one of them) prior to completion;

47.1 die or become mentally ill; or

47.2 being a company, resolve to go into liquidation, have a winding up petition presented against it, enter into any scheme of arrangement with its creditors or have a liquidator, receiver or official manager appointed;

Then the other party may at any time thereafter rescind this contract by notice in writing, whereupon the provisions of clause 19 shall apply.

48. LODGEMENT OF CAVEATS AND/OR PRIORITY NOTICES

Whilst the vendor is not in default of their obligations under this contract, the purchaser agrees not to lodge a caveat or priority notice on title in respect of their interest under this Contract pending completion thereof. A breach of this clause constitutes a breach of an essential term of the Contract entitling the Vendor to terminate the contract in accordance with clause 9.

49. SETTLEMENT ADJUSTMENT SHEET

The Purchaser shall serve the settlement adjustment statement to the Vendor at least four (4) full business days before completion. If the settlement adjustment statement and supporting certificates are not received by this date, the purchaser must pay to the Vendor's solicitor on completion the sum of \$220 to cover additional expenses involved in late execution.

50. SETTLEMENT ADJUSTMENTS AND ERRORS

The parties agree to adjust all usual outgoings and all amounts under the Contract on settlement, however, if any amount is incorrectly calculated, overlooked or an error is made in such calculations the parties agree to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

51. DEPOSIT AT SETTLEMENT

Should the vendor require the use of the deposit on settlement in order to settle this matter or any simultaneous purchase or sale, the purchaser grants permission for the deposit to be released and transferred into the PEXA source account (or Trust account) within the workspace of the subject matter. The PEXA source account must be created by the purchaser's solicitor/conveyancer and account details provided to us no later than the latter of 3 days prior to settlement or 24 hours from the notice from the vendor that the deposit is required. The vendor shall not be liable for any costs for the purchaser to comply with this condition.

GUARANTEE ANNEXURE TO CONTRACT FOR SALE OF LAND – (2022)
AS PER SPECIAL CONDITION 43

VENDOR:	DLH Renovations Pty Ltd
PURCHASER:	
PROPERTY:	96 Ingrid Road, Kareela NSW 2232

Executed by the Guarantor/s
who is/are personally known to me:

.....

Signature of Witness

.....

Signature of Guarantor

.....

Name of Witness

.....

Name of Guarantor (Printed)

.....

Address of Witness

.....

Address of Guarantor

.....

Signature of Witness

.....

Signature of Guarantor

.....

Name of Witness

.....

Name of Guarantor (Printed)

.....

Address of Witness

.....

Address of Guarantor

Conditions of Sale by Auction

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

- (1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
 - (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
 - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
 - (c) the highest bidder is the purchaser, subject to any reserve price,
 - (d) if there is a disputed bid—
 - (i) the auctioneer is the sole arbitrator, and
 - (ii) the auctioneer's decision is final,
 - (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
 - (f) a bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person,
 - (g) a bid must not be made or accepted after the fall of the hammer,
 - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
 - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
 - (b) subject to the condition prescribed by subsection (3)(a)—
 - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
 - (ii) no other vendor bid may be made by the auctioneer or another person,
 - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
 - (a) more than 1 vendor bid may be made to purchase the interest of a co-owner

- (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,
 - (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,
 - (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—
- The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—
- (a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
 - (c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
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 of 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 certificate 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 the completion date.



FOLIO: 1402/242675

SEARCH DATE	TIME	EDITION NO	DATE
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25/7/2023	1:50 PM	4	8/5/2023

LAND

LOT 1402 IN DEPOSITED PLAN 242675

AT KAREELA

LOCAL GOVERNMENT AREA SUTHERLAND SHIRE

PARISH OF SUTHERLAND COUNTY OF CUMBERLAND

TITLE DIAGRAM DP242675

FIRST SCHEDULE

DLH RENOVATIONS PTY LTD

(T AT68210)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 DP236519 RESTRICTION(S) ON THE USE OF LAND
- 3 DP237758 EASEMENT FOR BATTER AFFECTING THE PART(S) SHOWN SO
BURDENED IN THE TITLE DIAGRAM
- 4 DP240993 EASEMENT TO DRAIN WATER APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 5 K754078 LAND EXCLUDES MINERALS

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

23:0195

PRINTED ON 25/7/2023

135 242675



3. Bruce Richard Boyce, Registrar General for New South Wales, advised that this signature is a phony signature and a permanent record of a document in my custody this 27th day of March, 1978.

SEVENFORTY REFERENCES
Q15748 BLV 565

Court Clerk's Certificate

[illegible]

CONVERSION TABLE APPROVED BY
 REGISTRAR GENERAL'S DEPARTMENT

DP 242675 SH 1/2

FEET INCHES	METRES
0	0.00
1	0.03
2	0.05
3	0.08
4	0.10
5	0.13
6	0.15
7	0.18
8	0.20
9	0.23
10	0.25
11	0.28
12	0.30
13	0.33
14	0.35
15	0.38
16	0.40
17	0.43
18	0.45
19	0.48
20	0.51
21	0.53
22	0.56
23	0.58
24	0.61
25	0.63
26	0.66
27	0.68
28	0.71
29	0.73
30	0.76
31	0.78
32	0.81
33	0.83
34	0.86
35	0.88
36	0.91
37	0.93
38	0.96
39	0.98
40	1.01
41	1.03
42	1.06
43	1.08
44	1.11
45	1.13
46	1.16
47	1.18
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49	1.23
50	1.26
51	1.28
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53	1.33
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58	1.46
59	1.48
60	1.51
61	1.53
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64	1.61
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66	1.66
67	1.68
68	1.71
69	1.73
70	1.76
71	1.78
72	1.81
73	1.83
74	1.86
75	1.88
76	1.91
77	1.93
78	1.96
79	1.98
80	2.01
81	2.03
82	2.06
83	2.08
84	2.11
85	2.13
86	2.16
87	2.18
88	2.21
89	2.23
90	2.26
91	2.28
92	2.31
93	2.33
94	2.36
95	2.38
96	2.41
97	2.43
98	2.46
99	2.48
100	2.51

CONVERSION TABLE APPROVED BY
 REGISTRAR GENERAL'S DEPARTMENT

DP 242675 SH 1/2 CONTD

FEET INCHES	METRES
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102	2.56
103	2.58
104	2.61
105	2.63
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112	2.81
113	2.83
114	2.86
115	2.88
116	2.91
117	2.93
118	2.96
119	2.98
120	3.01
121	3.03
122	3.06
123	3.08
124	3.11
125	3.13
126	3.16
127	3.18
128	3.21
129	3.23
130	3.26
131	3.28
132	3.31
133	3.33
134	3.36
135	3.38
136	3.41
137	3.43
138	3.46
139	3.48
140	3.51
141	3.53
142	3.56
143	3.58
144	3.61
145	3.63
146	3.66
147	3.68
148	3.71
149	3.73
150	3.76
151	3.78
152	3.81
153	3.83
154	3.86
155	3.88
156	3.91
157	3.93
158	3.96
159	3.98
160	4.01

CONVERSION TABLE APPROVED BY
 REGISTRAR GENERAL'S DEPARTMENT

DP 242675 SH 1/2 CONTD

FEET INCHES	METRES
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163	4.08
164	4.11
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172	4.31
173	4.33
174	4.36
175	4.38
176	4.41
177	4.43
178	4.46
179	4.48
180	4.51
181	4.53
182	4.56
183	4.58
184	4.61
185	4.63
186	4.66
187	4.68
188	4.71
189	4.73
190	4.76
191	4.78
192	4.81
193	4.83
194	4.86
195	4.88
196	4.91
197	4.93
198	4.96
199	4.98
200	5.01

I, Bruce Edward Doyle, Registrar General for New South Wales, certify that this document is a true and correct copy of the original document as it appears in my custody this 27th day of March, 1978.

Bruce Doyle

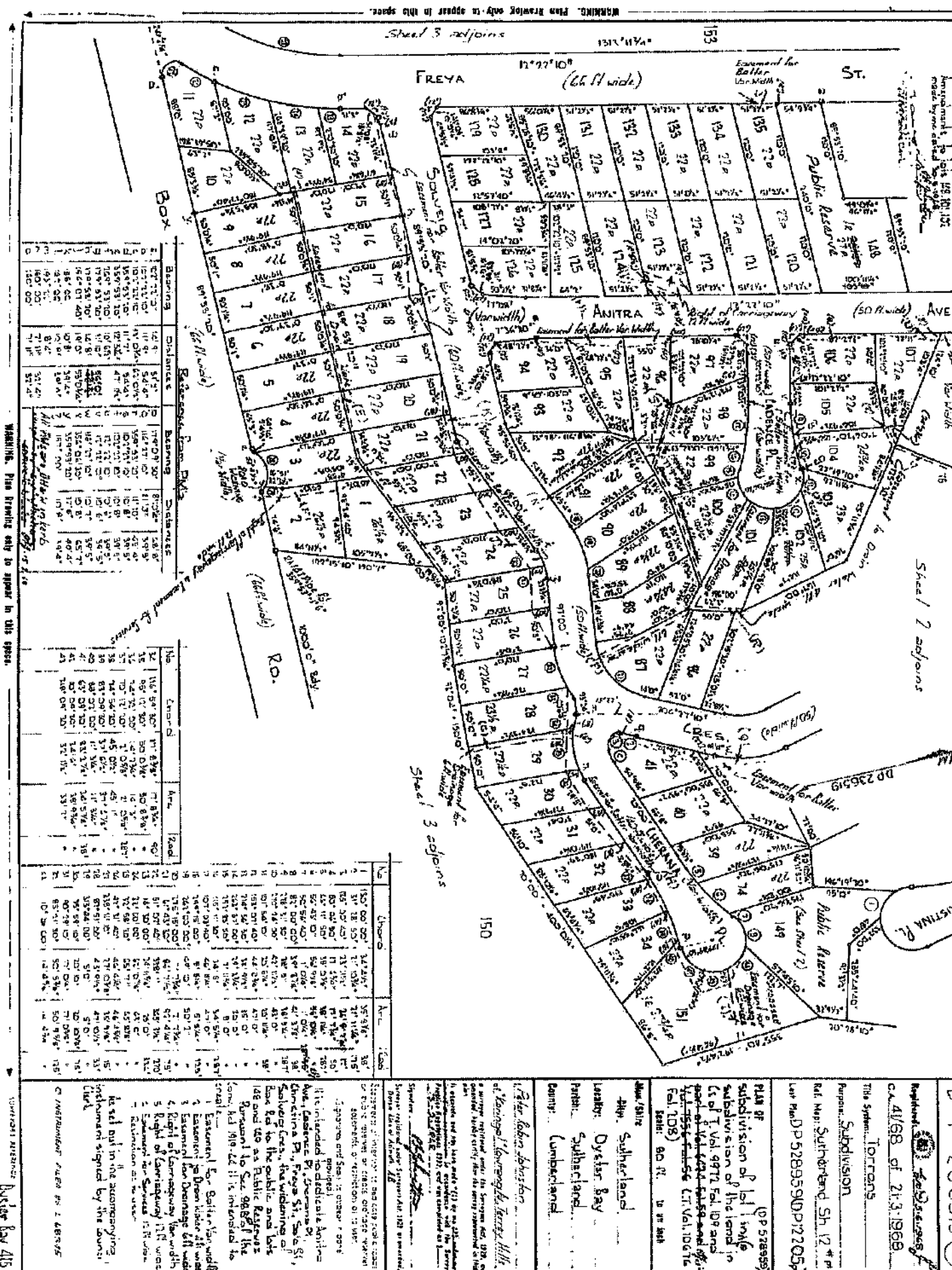
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CONVERSION TABLE ADDED IN
REVISION 3/81
CP 24535 5M 7-72

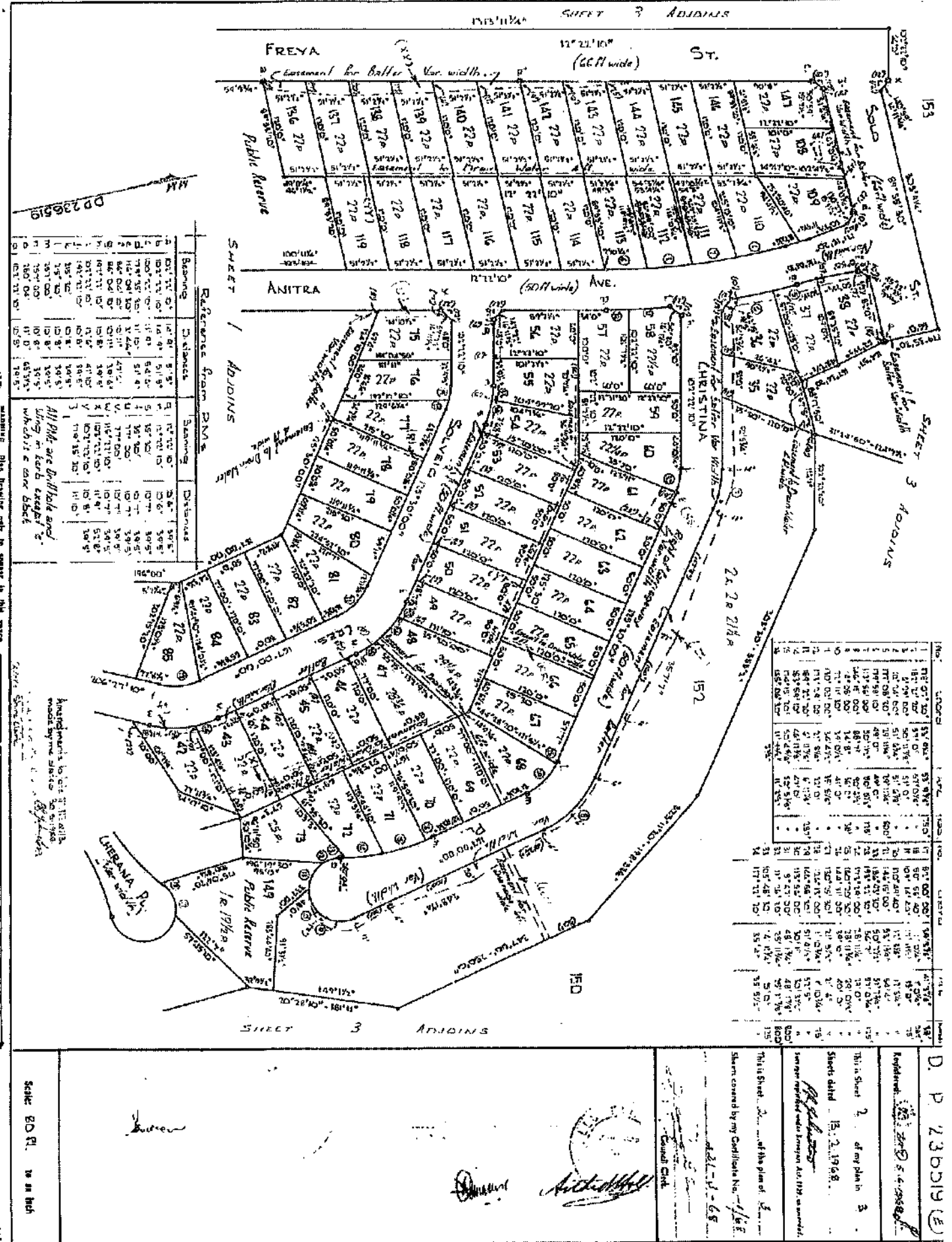
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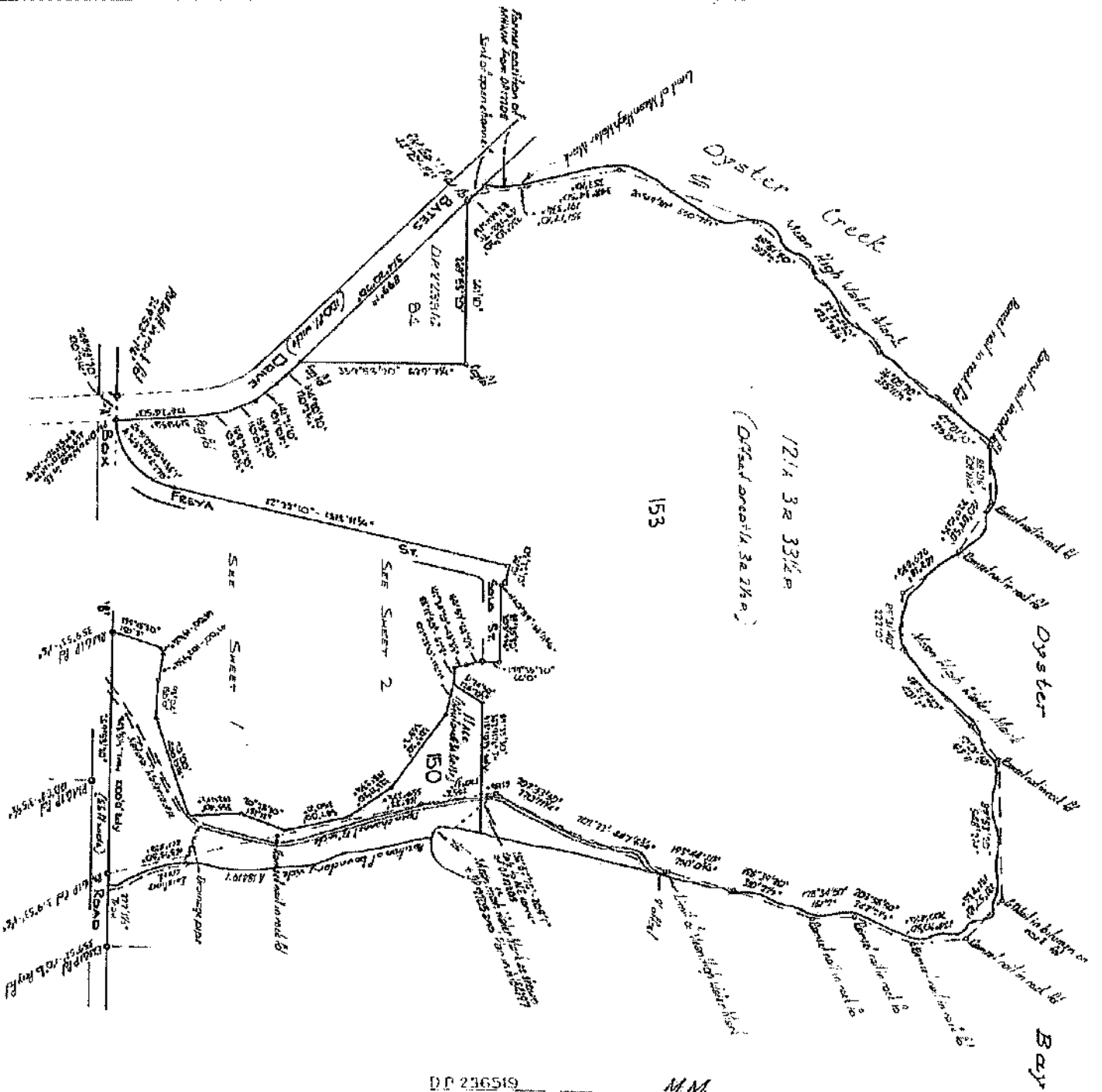
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1 1/4	31.75	1 7/8	47.63
1 3/8	34.92	2	50.80
1 1/2	38.10	2 1/8	53.98
1 5/8	41.27	2 1/4	57.15
1 3/4	44.45	2 3/8	60.33
1 7/8	47.63	2 1/2	63.50
2	50.80	2 5/8	66.68
2 1/8	53.98	2 3/4	69.85
2 1/4	57.15	2 7/8	73.03
2 3/8	60.33	3	76.20
2 1/2	63.50	3 1/8	79.38
2 5/8	66.68	3 1/4	82.55
2 3/4	69.85	3 3/8	85.73
2 7/8	73.03	3 1/2	88.90
3	76.20	3 5/8	92.08
3 1/8	79.38	3 3/4	95.25
3 1/4	82.55	3 7/8	98.43
3 3/8	85.73	4	101.60
3 1/2	88.90	4 1/8	104.78
3 5/8	92.08	4 1/4	107.95
3 3/4	95.25	4 3/8	111.13
3 7/8	98.43	4 1/2	114.30
4	101.60	4 5/8	117.48
4 1/8	104.78	4 3/4	120.65
4 1/4	107.95	4 7/8	123.83
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5 5/8	142.88	6 1/4	158.75
5 3/4	146.05	6 3/8	161.93
5 7/8	149.23	6 1/2	165.10
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6 1/4	158.75	6 7/8	174.63
6 3/8	161.93	7	177.80
6 1/2	165.10	7 1/8	180.97
6 5/8	168.28	7 1/4	184.15
6 3/4	171.45	7 3/8	187.32
6 7/8	174.63	7 1/2	190.50
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7 1/8	180.97	7 3/4	196.85
7 1/4	184.15	7 7/8	199.99
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8 1/8	206.35	8 3/4	222.23
8 1/4	209.53	8 7/8	225.40
8 3/8	212.70	9	228.58
8 1/2	215.88	9 1/8	231.75
8 5/8	219.05	9 1/4	234.92
8 3/4	222.23	9 3/8	238.10
8 7/8	225.40	9 1/2	241.27
9	228.58	9 5/8	244.45
9 1/8	231.75	9 3/4	247.63
9 1/4	234.92	9 7/8	250.80
9 3/8	238.10	10	253.98
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9 5/8	244.45	10 1/4	260.33
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9 7/8	250.80	10 1/2	266.68
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10 5/8	269.85	11 1/4	285.73
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12 1/8	307.95	12 3/4	323.83
12 1/4	311.13	12 7/8	326.99
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12 3/4	323.83	13 3/8	339.70
12 7/8	326.99	13 1/2	342.88
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16 7/8	428.58	17 1/2	444.45
17	431.75	17 5/8	447.63
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18 1/4	463.50	18 7/8	479.38
18 3/8	466.68	19	482.55
18 1/2	469.85	19 1/8	485.73
18 5/8	473.03	19 1/4	488.90
18 3/4	476.20	19 3/8	492.08
18 7/8	479.38	19 1/2	495.25
19	482.55	19 5/8	498.43
19 1/8	485.73	19 3/4	501.60
19 1/4	488.90	19 7/8	504.78
19 3/8	492.08	20	507.95
19 1/2	495.25	20 1/8	511.13
19 5/8	498.43	20 1/4	514.30
19 3/4	501.60	20 3/8	517.48
19 7/8	504.78	20 1/2	520.65
20	507.95	20 5/8	523.83
20 1/8	511.13	20 3/4	526.99
20 1/4	514.30	20 7/8	530.18
20 3/8	517.48	21	533.35
20 1/2	520.65	21 1/8	536.53
20 5/8	523.83	21 1/4	539.70
20 3/4	526.99	21 3/8	542.88
20 7/8	530.18	21 1/2	546.05
21	533.35	21 5/8	549.23
21 1/8	536.53	21 3/4	552.40
21 1/4	539.70	21 7/8	555.58
21 3/8	542.88	22	558.75
21 1/2	546.05	22 1/8	561.93
21 5/8	549.23	22 1/4	565.10
21 3/4	552.40	22 3/8	568.28
21 7/8	555.58	22 1/2	571.45
22	558.75	22 5/8	574.63
22 1/8	561.93	22 3/4	577.80
22 1/4	565.10	22 7/8	580.97
22 3/8	568.28	23	584.15
22 1/2	571.45	23 1/8	587.32
22 5/8	574.63	23 1/4	590.50
22 3/4	577.80	23 3/8	593.67
22 7/8	580.97	23 1/2	596.85
23	584.15	23 5/8	599.99
23 1/8	587.32	23 3/4	603.18
23 1/4	590.50	23 7/8	606.35
23 3/8	593.67	24	609.53
23 1/2	596.85	24 1/8	612.70
23 5/8	599.99	24 1/4	615.88
23 3/4	603.18	24 3/8	619.05
23 7/8	606.35	24 1/2	622.23
24	609.53	24 5/8	625.40
24 1/8	612.70	24 3/4	628.58
24 1/4	615.88	24 7/8	631.75
24 3/8	619.05	25	634.92
24 1/2	622.23	25 1/8	638.10
24 5/8	625.40	25 1/4	641.27
24 3/4	628.58	25 3/8	644.45
24 7/8	631.75	25 1/2	647.63
25	634.92	25 5/8	650.80
25 1/8	638.10	25 3/4	653.98
25 1/4	641.27	25 7/8	657.15
25 3/8	644.45	26	660.33
25 1/2	647.63	26 1/8	663.50
25 5/8	650.80	26 1/4	666.68
25 3/4	653.98	26 3/8	669.85
25 7/8	657.15	26 1/2	673.03
26	660.33	26 5/8	676.20
26 1/8	663.50	26 3/4	679.38
26 1/4	666.68	26 7/8	682.55
26 3/8	669.85	27	685.73
26 1/2	673.03	27 1/8	688.90
26 5/8	676.20	27 1/4	692.08
26 3/4	679.38	27 3/8	695.25
26 7/8	682.55	27 1/2	698.43
27	685.73	27 5/8	701.60
27 1/8	688.90	27 3/4	704.78
27 1/4	692.08	27 7/8	707.95
27 3/8	695.25	28	711.13
27 1/2	698.43	28 1/8	714.30
27 5/8	701.60	28 1/4	717.48
27 3/4	704.78	28 3/8	720.65
27 7/8	707.95	28 1/2	723.83
28	711.13	28 5/8	726.99
28 1/8	714.30	28 3/4	730.18
28 1/4	717.48	28 7/8	733.35
28 3/8	720.65	29	736.53
28 1/2	723.83	29 1/8	739.70
28 5/8	726.99	29 1/4	742.88
28 3/4	730.18	29 3/8	746.05
28 7/8	733.35	29 1/2	749.23
29	736.53	29 5/8	752.40
29 1/8	739.70	29 3/4	755.58
29 1/4	742.88	29 7/8	758.75
29 3/8	746.05	30	761.93
29 1/2	749.23	30 1/8	765.10
29 5/8	752.40	30 1/4	768.28
29 3/4	755.58	30 3/8	771.45
29 7/8	758.75	30 1/2	774.63
30	761.93	30 5/8	777.80
30 1/8	765.10	30 3/4	780.97
30 1/4	768.28	30 7/8	784.15
30 3/8	771.45	31	787.32
30 1/2	774.63	31 1/8	790.50
30 5/8	777.80	31 1/4	793.67
30 3/4	780.97	31 3/8	796.85
30 7/8	784.15	31 1/2	799.99
31	787.32	31 5/8	803.18
31 1/8	790.50	31 3/4	806.35
31 1/4	793.67	31 7/8	809.53
31 3/8	796.85	32	812.70
31 1/2	799.99	32 1/8	815.88
31 5/8	803.18	32 1/4	819.05
31 3/4	806.35	32 3/8	822.23
31 7/8	809.53	32 1/2	825.40
32	812.70	32 5/8	828.58
32 1/8	815.88	32 3/4	831.75
32 1/4	819.05	32 7/8	834.92
32 3/8	822.23	33	838.10
32 1/2	825.40	33 1/8	841.27
32 5/8	828.58	33 1/4	844.45
32 3/4	831.75	33 3/8	847.63
32 7/8	834.92	33 1/2	850.80
33	838.10	33 5/8	853.98
33 1/8	841.27	33 3/4	857.15
33 1/4	844.45	33 7/8	860.33
33 3/8	847.63	34	863.50
33 1/2	850.80	34 1/8	866.68
33 5/8	853.98	34 1/4	869.85
33 3/4</			



WARNING: Plan drawing only to appear in this space.





D.P. 236519

M.M.

D. P. 236519 (E)	Registered under the Land Acquisition Act 1924 KOD 5.6.1985	This is Sheet 3 of my plan in 3	Sheet dated 13.7.1985 M.M.	Survey registered under Survey Act 1920, amended	This is Sheet 3 of the plan of 3 Sheet covered by my Certificate No. 41/68 21-4-68	Signed Candell Clerk			Scale: 3000 ft. to an inch
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CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

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CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
 REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
0 1/4	0.0625
1 1/4	0.3125
2 1/4	0.5625
3 1/4	0.8125
4 1/4	1.0625
5 1/4	1.3125
6 1/4	1.5625
7 1/4	1.8125
8 1/4	2.0625
9 1/4	2.3125
10 1/4	2.5625
11 1/4	2.8125
12 1/4	3.0625
13 1/4	3.3125
14 1/4	3.5625
15 1/4	3.8125
16 1/4	4.0625

FEET INCHES	METRES
10 1/2	3.125
11 1/2	3.375
12 1/2	3.625
13 1/2	3.875
14 1/2	4.125
15 1/2	4.375
16 1/2	4.625
17 1/2	4.875
18 1/2	5.125
19 1/2	5.375
20 1/2	5.625
21 1/2	5.875
22 1/2	6.125
23 1/2	6.375
24 1/2	6.625
25 1/2	6.875
26 1/2	7.125
27 1/2	7.375
28 1/2	7.625
29 1/2	7.875
30 1/2	8.125
31 1/2	8.375
32 1/2	8.625
33 1/2	8.875
34 1/2	9.125
35 1/2	9.375
36 1/2	9.625
37 1/2	9.875
38 1/2	10.125
39 1/2	10.375
40 1/2	10.625
41 1/2	10.875
42 1/2	11.125
43 1/2	11.375
44 1/2	11.625
45 1/2	11.875
46 1/2	12.125
47 1/2	12.375
48 1/2	12.625
49 1/2	12.875
50 1/2	13.125
51 1/2	13.375
52 1/2	13.625
53 1/2	13.875
54 1/2	14.125
55 1/2	14.375
56 1/2	14.625
57 1/2	14.875
58 1/2	15.125
59 1/2	15.375
60 1/2	15.625
61 1/2	15.875
62 1/2	16.125
63 1/2	16.375
64 1/2	16.625
65 1/2	16.875
66 1/2	17.125
67 1/2	17.375
68 1/2	17.625
69 1/2	17.875
70 1/2	18.125
71 1/2	18.375
72 1/2	18.625
73 1/2	18.875
74 1/2	19.125
75 1/2	19.375
76 1/2	19.625
77 1/2	19.875
78 1/2	20.125
79 1/2	20.375
80 1/2	20.625
81 1/2	20.875
82 1/2	21.125
83 1/2	21.375
84 1/2	21.625
85 1/2	21.875
86 1/2	22.125
87 1/2	22.375
88 1/2	22.625
89 1/2	22.875
90 1/2	23.125
91 1/2	23.375
92 1/2	23.625
93 1/2	23.875
94 1/2	24.125
95 1/2	24.375
96 1/2	24.625
97 1/2	24.875
98 1/2	25.125
99 1/2	25.375
100 1/2	25.625
101 1/2	25.875
102 1/2	26.125
103 1/2	26.375
104 1/2	26.625
105 1/2	26.875
106 1/2	27.125
107 1/2	27.375
108 1/2	27.625
109 1/2	27.875
110 1/2	28.125
111 1/2	28.375
112 1/2	28.625
113 1/2	28.875
114 1/2	29.125
115 1/2	29.375
116 1/2	29.625
117 1/2	29.875
118 1/2	30.125
119 1/2	30.375
120 1/2	30.625
121 1/2	30.875
122 1/2	31.125
123 1/2	31.375
124 1/2	31.625
125 1/2	31.875
126 1/2	32.125
127 1/2	32.375
128 1/2	32.625
129 1/2	32.875
130 1/2	33.125
131 1/2	33.375
132 1/2	33.625
133 1/2	33.875
134 1/2	34.125
135 1/2	34.375
136 1/2	34.625
137 1/2	34.875
138 1/2	35.125
139 1/2	35.375
140 1/2	35.625
141 1/2	35.875
142 1/2	36.125
143 1/2	36.375
144 1/2	36.625
145 1/2	36.875
146 1/2	37.125
147 1/2	37.375
148 1/2	37.625
149 1/2	37.875
150 1/2	38.125
151 1/2	38.375
152 1/2	38.625
153 1/2	38.875
154 1/2	39.125
155 1/2	39.375
156 1/2	39.625
157 1/2	39.875
158 1/2	40.125
159 1/2	40.375
160 1/2	40.625
161 1/2	40.875
162 1/2	41.125
163 1/2	41.375
164 1/2	41.625
165 1/2	41.875
166 1/2	42.125
167 1/2	42.375
168 1/2	42.625
169 1/2	42.875
170 1/2	43.125
171 1/2	43.375
172 1/2	43.625
173 1/2	43.875
174 1/2	44.125
175 1/2	44.375
176 1/2	44.625
177 1/2	44.875
178 1/2	45.125
179 1/2	45.375
180 1/2	45.625
181 1/2	45.875
182 1/2	46.125
183 1/2	46.375
184 1/2	46.625
185 1/2	46.875
186 1/2	47.125
187 1/2	47.375
188 1/2	47.625
189 1/2	47.875
190 1/2	48.125
191 1/2	48.375
192 1/2	48.625
193 1/2	48.875
194 1/2	49.125
195 1/2	49.375
196 1/2	49.625
197 1/2	49.875
198 1/2	50.125
199 1/2	50.375
200 1/2	50.625
201 1/2	50.875
202 1/2	51.125
203 1/2	51.375
204 1/2	51.625
205 1/2	51.875
206 1/2	52.125
207 1/2	52.375
208 1/2	52.625
209 1/2	52.875
210 1/2	53.125
211 1/2	53.375
212 1/2	53.625
213 1/2	53.875
214 1/2	54.125
215 1/2	54.375
216 1/2	54.625
217 1/2	54.875
218 1/2	55.125
219 1/2	55.375
220 1/2	55.625
221 1/2	55.875
222 1/2	56.125
223 1/2	56.375
224 1/2	56.625
225 1/2	56.875
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227 1/2	57.375
228 1/2	57.625
229 1/2	57.875
230 1/2	58.125
231 1/2	58.375
232 1/2	58.625
233 1/2	58.875
234 1/2	59.125
235 1/2	59.375
236 1/2	59.625
237 1/2	59.875
238 1/2	60.125
239 1/2	60.375
240 1/2	60.625
241 1/2	60.875
242 1/2	61.125
243 1/2	61.375
244 1/2	61.625
245 1/2	61.875
246 1/2	62.125
247 1/2	62.375
248 1/2	62.625
249 1/2	62.875
250 1/2	63.125
251 1/2	63.375
252 1/2	63.625
253 1/2	63.875
254 1/2	64.125
255 1/2	64.375
256 1/2	64.625
257 1/2	64.875
258 1/2	65.125
259 1/2	65.375
260 1/2	65.625
261 1/2	65.875
262 1/2	66.125
263 1/2	66.375
264 1/2	66.625
265 1/2	66.875
266 1/2	67.125
267 1/2	67.375
268 1/2	67.625
269 1/2	67.875
270 1/2	68.125
271 1/2	68.375
272 1/2	68.625
273 1/2	68.875
274 1/2	69.125
275 1/2	69.375
276 1/2	69.625
277 1/2	69.875
278 1/2	70.125
279 1/2	70.375
280 1/2	70.625
281 1/2	70.875
282 1/2	71.125
283 1/2	71.375
284 1/2	71.625
285 1/2	71.875
286 1/2	72.125
287 1/2	72.375
288 1/2	72.625
289 1/2	72.875
290 1/2	73.125
291 1/2	73.375
292 1/2	73.625
293 1/2	73.875
294 1/2	74.125
295 1/2	74.375
296 1/2	74.625
297 1/2	74.875
298 1/2	75.125
299 1/2	75.375
300 1/2	75.625
301 1/2	75.875
302 1/2	76.125
303 1/2	76.375
304 1/2	76.625
305 1/2	76.875
306 1/2	77.125
307 1/2	77.375
308 1/2	77.625
309 1/2	77.875
310 1/2	78.125
311 1/2	78.375
312 1/2	78.625
313 1/2	78.875
314 1/2	79.125
315 1/2	79.375
316 1/2	79.625
317 1/2	79.875
318 1/2	80.125
319 1/2	80.375
320 1/2	80.625
321 1/2	80.875
322 1/2	81.125
323 1/2	81.375
324 1/2	81.625
325 1/2	81.875
326 1/2	82.125
327 1/2	82.375
328 1/2	82.625
329 1/2	82.875
330 1/2	83.125
331 1/2	83.375
332 1/2	83.625
333 1/2	83.875
334 1/2	84.125
335 1/2	84.375
336 1/2	84.625
337 1/2	84.875
338 1/2	85.125
339 1/2	85.375
340 1/2	85.625
341 1/2	85.875
342 1/2	86.125
343 1/2	86.375
344 1/2	86.625
345 1/2	86.875
346 1/2	87.125
347 1/2	87.375
348 1/2	87.625
349 1/2	87.875
350 1/2	88.125
351 1/2	88.375
352 1/2	88.625
353 1/2	88.875
354 1/2	89.125
355 1/2	89.375
356 1/2	89.625
357 1/2	89.875
358 1/2	90.125
359 1/2	90.375
360 1/2	90.625
361 1/2	90.875
362 1/2	91.125
363 1/2	91.375
364 1/2	91.625
365 1/2	91.875
366 1/2	92.125
367 1/2	92.375
368 1/2	92.625
369 1/2	92.875
370 1/2	93.125
371 1/2	93.375
372 1/2	93.625
373 1/2	93.875
374 1/2	94.125
375 1/2	94.375
376 1/2	94.625
377 1/2	94.875
378 1/2	95.125
379 1/2	95.375
380 1/2	95.625
381 1/2	95.875
382 1/2	96.125
383 1/2	96.375
384 1/2	96.625
385 1/2	96.875
386 1/2	97.125
387 1/2	97.375
388 1/2	97.625
389 1/2	97.875
390 1/2	98.125
391 1/2	98.375
392 1/2	98.625
393 1/2	98.875
394 1/2	99.125
395 1/2	99.375
396 1/2	99.625
397 1/2	99.875
398 1/2	100.125
399 1/2	100.375
400 1/2	100.625
401 1/2	100.875
402 1/2	101.125
403 1/2	101.375
404 1/2	101.625
405 1/2	101.875
406 1/2	102.125
407 1/2	102.375
408 1/2	102.625
409 1/2	102.875
410 1/2	103.125
411 1/2	103.375
412 1/2	103.625
413 1/2	103.875
414 1/2	104.125
415 1/2	104.375
416 1/2	104.625
417 1/2	104.875
418 1/2	105.125
419 1/2	105.375

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 234519 SM 1/3

FEET INCHES	METRES
3 5/8	0.092
4 1/2	0.116
5 1/4	0.127
5 1/4	0.133
6 1/2	0.152
7 1/4	0.180
7 3/4	0.200
8 1/4	0.210
9 1/8	0.228
9 5/8	0.244
10 1/4	0.265
10 3/4	0.281
11 1/4	0.288
11 3/4	0.295
12 1/4	0.312
12 3/4	0.321
13 1/4	0.337
13 3/4	0.347
14 1/4	0.360
14 3/4	0.370
15 1/4	0.384
15 3/4	0.394
16 1/4	0.408
16 3/4	0.418
17 1/4	0.432
17 3/4	0.442
18 1/4	0.456
18 3/4	0.466
19 1/4	0.480
19 3/4	0.490
20 1/4	0.504
20 3/4	0.514
21 1/4	0.528
21 3/4	0.538
22 1/4	0.552
22 3/4	0.562
23 1/4	0.576
23 3/4	0.586
24 1/4	0.600
24 3/4	0.610
25 1/4	0.624
25 3/4	0.634
26 1/4	0.648
26 3/4	0.658
27 1/4	0.672
27 3/4	0.682
28 1/4	0.696
28 3/4	0.706
29 1/4	0.720
29 3/4	0.730
30 1/4	0.744
30 3/4	0.754
31 1/4	0.768
31 3/4	0.778
32 1/4	0.792
32 3/4	0.802
33 1/4	0.816
33 3/4	0.826
34 1/4	0.840
34 3/4	0.850
35 1/4	0.864
35 3/4	0.874
36 1/4	0.888
36 3/4	0.898
37 1/4	0.912
37 3/4	0.922
38 1/4	0.936
38 3/4	0.946
39 1/4	0.960
39 3/4	0.970
40 1/4	0.984
40 3/4	0.994
41 1/4	1.008
41 3/4	1.018
42 1/4	1.032
42 3/4	1.042
43 1/4	1.056
43 3/4	1.066
44 1/4	1.080
44 3/4	1.090
45 1/4	1.104
45 3/4	1.114
46 1/4	1.128
46 3/4	1.138
47 1/4	1.152
47 3/4	1.162
48 1/4	1.176
48 3/4	1.186
49 1/4	1.200
49 3/4	1.210
50 1/4	1.224
50 3/4	1.234
51 1/4	1.248
51 3/4	1.258
52 1/4	1.272
52 3/4	1.282
53 1/4	1.296
53 3/4	1.306
54 1/4	1.320
54 3/4	1.330
55 1/4	1.344
55 3/4	1.354
56 1/4	1.368
56 3/4	1.378
57 1/4	1.392
57 3/4	1.402
58 1/4	1.416
58 3/4	1.426
59 1/4	1.440
59 3/4	1.450
60 1/4	1.464
60 3/4	1.474
61 1/4	1.488
61 3/4	1.498
62 1/4	1.512
62 3/4	1.522
63 1/4	1.536
63 3/4	1.546
64 1/4	1.560
64 3/4	1.570
65 1/4	1.584
65 3/4	1.594
66 1/4	1.608
66 3/4	1.618
67 1/4	1.632
67 3/4	1.642
68 1/4	1.656
68 3/4	1.666
69 1/4	1.680
69 3/4	1.690
70 1/4	1.704
70 3/4	1.714
71 1/4	1.728
71 3/4	1.738
72 1/4	1.752
72 3/4	1.762
73 1/4	1.776
73 3/4	1.786
74 1/4	1.800
74 3/4	1.810
75 1/4	1.824
75 3/4	1.834
76 1/4	1.848
76 3/4	1.858
77 1/4	1.872
77 3/4	1.882
78 1/4	1.896
78 3/4	1.906
79 1/4	1.920
79 3/4	1.930
80 1/4	1.944
80 3/4	1.954
81 1/4	1.968
81 3/4	1.978
82 1/4	1.992
82 3/4	2.002
83 1/4	2.016
83 3/4	2.026
84 1/4	2.040
84 3/4	2.050
85 1/4	2.064
85 3/4	2.074
86 1/4	2.088
86 3/4	2.098
87 1/4	2.112
87 3/4	2.122
88 1/4	2.136
88 3/4	2.146
89 1/4	2.160
89 3/4	2.170
90 1/4	2.184
90 3/4	2.194
91 1/4	2.208
91 3/4	2.218
92 1/4	2.232
92 3/4	2.242
93 1/4	2.256
93 3/4	2.266
94 1/4	2.280
94 3/4	2.290
95 1/4	2.304
95 3/4	2.314
96 1/4	2.328
96 3/4	2.338
97 1/4	2.352
97 3/4	2.362
98 1/4	2.376
98 3/4	2.386
99 1/4	2.400
99 3/4	2.410
100 1/4	2.424
100 3/4	2.434
101 1/4	2.448
101 3/4	2.458
102 1/4	2.472
102 3/4	2.482
103 1/4	2.496
103 3/4	2.506
104 1/4	2.520
104 3/4	2.530
105 1/4	2.544
105 3/4	2.554
106 1/4	2.568
106 3/4	2.578
107 1/4	2.592
107 3/4	2.602
108 1/4	2.616
108 3/4	2.626
109 1/4	2.640
109 3/4	2.650
110 1/4	2.664
110 3/4	2.674
111 1/4	2.688
111 3/4	2.698
112 1/4	2.712
112 3/4	2.722
113 1/4	2.736
113 3/4	2.746
114 1/4	2.760
114 3/4	2.770
115 1/4	2.784
115 3/4	2.794
116 1/4	2.808
116 3/4	2.818
117 1/4	2.832
117 3/4	2.842
118 1/4	2.856
118 3/4	2.866
119 1/4	2.880
119 3/4	2.890
120 1/4	2.904
120 3/4	2.914
121 1/4	2.928
121 3/4	2.938
122 1/4	2.952
122 3/4	2.962
123 1/4	2.976
123 3/4	2.986
124 1/4	2.999
124 3/4	3.009

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 234519 SM 1/3 CONTD

FEET INCHES	METRES
10 3/8	1.228
10 7/8	1.251
11 1/8	1.274
11 5/8	1.297
12 1/8	1.320
12 5/8	1.343
13 1/8	1.366
13 5/8	1.389
14 1/8	1.412
14 5/8	1.435
15 1/8	1.458
15 5/8	1.481
16 1/8	1.504
16 5/8	1.527
17 1/8	1.550
17 5/8	1.573
18 1/8	1.596
18 5/8	1.619
19 1/8	1.642
19 5/8	1.665
20 1/8	1.688
20 5/8	1.711
21 1/8	1.734
21 5/8	1.757
22 1/8	1.780
22 5/8	1.803
23 1/8	1.826
23 5/8	1.849
24 1/8	1.872
24 5/8	1.895
25 1/8	1.918
25 5/8	1.941
26 1/8	1.964
26 5/8	1.987
27 1/8	2.010
27 5/8	2.033
28 1/8	2.056
28 5/8	2.079
29 1/8	2.102
29 5/8	2.125
30 1/8	2.148
30 5/8	2.171
31 1/8	2.194
31 5/8	2.217
32 1/8	2.240
32 5/8	2.263
33 1/8	2.286
33 5/8	2.309
34 1/8	2.332
34 5/8	2.355
35 1/8	2.378
35 5/8	2.401
36 1/8	2.424
36 5/8	2.447
37 1/8	2.470
37 5/8	2.493
38 1/8	2.516
38 5/8	2.539
39 1/8	2.562
39 5/8	2.585
40 1/8	2.608
40 5/8	2.631
41 1/8	2.654
41 5/8	2.677
42 1/8	2.700
42 5/8	2.723
43 1/8	2.746
43 5/8	2.769
44 1/8	2.792
44 5/8	2.815
45 1/8	2.838
45 5/8	2.861
46 1/8	2.884
46 5/8	2.907
47 1/8	2.930
47 5/8	2.953
48 1/8	2.976
48 5/8	2.999
49 1/8	3.022
49 5/8	3.045
50 1/8	3.068
50 5/8	3.091
51 1/8	3.114
51 5/8	3.137
52 1/8	3.160
52 5/8	3.183
53 1/8	3.206
53 5/8	3.229
54 1/8	3.252
54 5/8	3.275
55 1/8	3.298
55 5/8	3.321
56 1/8	3.344
56 5/8	3.367
57 1/8	3.390
57 5/8	3.413
58 1/8	3.436
58 5/8	3.459
59 1/8	3.482
59 5/8	3.505
60 1/8	3.528
60 5/8	3.551
61 1/8	3.574
61 5/8	3.597
62 1/8	3.620
62 5/8	3.643
63 1/8	3.666
63 5/8	3.689
64 1/8	3.712
64 5/8	3.735
65 1/8	3.758
65 5/8	3.781
66 1/8	3.804
66 5/8	3.827
67 1/8	3.850
67 5/8	3.873
68 1/8	3.896
68 5/8	3.919
69 1/8	3.942
69 5/8	3.965
70 1/8	3.988
70 5/8	4.011
71 1/8	4.034
71 5/8	4.057
72 1/8	4.080
72 5/8	4.103
73 1/8	4.126
73 5/8	4.149
74 1/8	4.172
74 5/8	4.195
75 1/8	4.218
75 5/8	4.241
76 1/8	4.264
76 5/8	4.287
77 1/8	4.310
77 5/8	4.333
78 1/8	4.356
78 5/8	4.379
79 1/8	4.402
79 5/8	4.425
80 1/8	4.448
80 5/8	4.471
81 1/8	4.494
81 5/8	4.517
82 1/8	4.540
82 5/8	4.563
83 1/8	4.586
83 5/8	4.609
84 1/8	4.632
84 5/8	4.655
85 1/8	4.678
85 5/8	4.701
86 1/8	4.724
86 5/8	4.747
87 1/8	4.770
87 5/8	4.793
88 1/8	4.816
88 5/8	4.839
89 1/8	4.862
89 5/8	4.885
90 1/8	4.908
90 5/8	4.931
91 1/8	4.954
91 5/8	4.977
92 1/8	5.000
92 5/8	5.023
93 1/8	5.046
93 5/8	5.069
94 1/8	5.092
94 5/8	5.115
95 1/8	5.138
95 5/8	5.161
96 1/8	5.184
96 5/8	5.207
97 1/8	5.230
97 5/8	5.253
98 1/8	5.276
98 5/8	5.299
99 1/8	5.322
99 5/8	5.345
100 1/8	5.368
100 5/8	5.391
101 1/8	5.414
101 5/8	5.437
102 1/8	5.460
102 5/8	5.483
103 1/8	5.506
103 5/8	5.529
104 1/8	5.552
104 5/8	5.575
105 1/8	5.598
105 5/8	5.621
106 1/8	5.644
106 5/8	5.667
107 1/8	5.690
107 5/8	5.713
108 1/8	5.736
108 5/8	5.759
109 1/8	5.782
109 5/8	5.805
110 1/8	5.828
110 5/8	5.851
111 1/8	5.874
111 5/8	5.897
112 1/8	5.920
112 5/8	5.943
113 1/8	5.966
113 5/8	5.989
114 1/8	6.012
114 5/8	6.035
115 1/8	6.058
115 5/8	6.081
116 1/8	6.104
116 5/8	6.127
117 1/8	6.150
117 5/8	6.173
118 1/8	6.196
118 5/8	6.219
119 1/8	6.242
119 5/8	6.265
120 1/8	6.288
120 5/8	6.311
121 1/8	6.334
121 5/8	6.357
122 1/8	6.380
122 5/8	6.403
123 1/8	6.426
123 5/8	6.449
124 1/8	6.472
124 5/8	6.495

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 234519 SM 1/3 CONTD

FEET

103345

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 889 OF THE CONVEYANCING
ACT 1919

PART 1

SHEET 2 OF 11 SHEETS

Plan

D.P. DP236519

Subdivision of the land in Certificate
of Titles Volume 9972 Folio 109 and
part Volume 6424 Folio 56 Volume 7656
Folio 56 covered by Council Clerk's
Certificate No. 41/68 of 1968.
Volume 10676 Folio 208 covered by Council
Clerk's Certificate No. 41/68 of 1968
Easement for Better Variable Width

1. Identity of easement firstly
referred to in abovementioned
plan continued:

Schedule of Lots etc. affected

<u>Lots burdened</u>	<u>Lots, name of road, or Authority benefited</u>
51	The Council of the Shire of Sutherland
52	The Council of the Shire of Sutherland
53	The Council of the Shire of Sutherland
54	The Council of the Shire of Sutherland
55	The Council of the Shire of Sutherland
56	The Council of the Shire of Sutherland
58	The Council of the Shire of Sutherland
75	The Council of the Shire of Sutherland
94	The Council of the Shire of Sutherland
95	The Council of the Shire of Sutherland
96	The Council of the Shire of Sutherland
97	The Council of the Shire of Sutherland
98	The Council of the Shire of Sutherland
102	The Council of the Shire of Sutherland
103	The Council of the Shire of Sutherland
104	The Council of the Shire of Sutherland
105	The Council of the Shire of Sutherland
106	The Council of the Shire of Sutherland
107	The Council of the Shire of Sutherland
108	The Council of the Shire of Sutherland
109	The Council of the Shire of Sutherland
135	The Council of the Shire of Sutherland
136	The Council of the Shire of Sutherland
137	The Council of the Shire of Sutherland
138	The Council of the Shire of Sutherland
139	The Council of the Shire of Sutherland
140	The Council of the Shire of Sutherland
141	The Council of the Shire of Sutherland
142	The Council of the Shire of Sutherland
143	The Council of the Shire of Sutherland
144	The Council of the Shire of Sutherland
147	The Council of the Shire of Sutherland
151	The Council of the Shire of Sutherland
152	The Council of the Shire of Sutherland

2. Identity of easement or
restriction secondly referred
to in abovementioned plan:

Easement to Drain Water 4 feet wide.

Schedule of Lots etc. affected

<u>Lots burdened</u>	<u>Lots, name of road or Authority benefited</u>
13	12
15	13, 12
16	15, 13, 12
17	16, 15, 13, 12

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by Order of the Board of
Directors in the presence of:

Secretary

Approved by Sutherland Shire Council

Director

Deputy Shire Clerk



L68345

3.

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

PART 1

SHEET 3 OF 11 SHEETS

Plan

D.P. DP236519

Subdivision of the land in Certificate
of Titles Volume 9972 Folio 109 and
~~part Volume 6424 Folio 59 Volume 7886~~
~~Folio 56 by Council Clerk's Certificate~~
~~No. 41/68 of 1968.~~
Volume 10676 Folio 208 covered by Council
Clerk's Certificate No. 41/68 of 1968

2. Identity of easement or
restriction secondly referred
to in abovementioned plan.
continued:

Schedule of Lots etc affected

Lots burdened

18
19
20
21
22
23
24
35
37
43
44
45
46
47
49
50
51
52
53
54
55
65
78
91
92
96
98
101
104
108
137
138
139
140
141
142
143
144
145
146
152

Lots, name of road or Authority

17, 16, 15, 13, 12
18, 17, 16, 15, 13, 12
19, 18, 17, 16, 15, 13, 12
20, 19, 18, 17, 16, 15, 13, 12
21, 20, 19, 18, 17, 16, 15, 13, 12
22, 21, 20, 19, 18, 17, 16, 15, 13, 12
23, 22, 21, 20, 19, 18, 17, 16, 15, 13, 12
36, 37, 38
38
42
43, 42
44, 43, 42
45, 44, 43, 42
46, 45, 44, 43, 42
48, 50, 51, 52, 53, 54, 55, 57
51, 52, 53, 54, 55, 57
52, 53, 54, 55, 57
53, 54, 55, 57
54, 55, 57
55, 57
57
48, 49, 50, 51, 52, 53, 54, 55, 57
103, 104, 105, 107
95, 96, 97, 98, 99
95
97, 98, 99
97
102
103, 105, 107
146, 145, 144, 143, 142, 141, 140, 139, 138, 137, 136
136
137, 136
138, 137, 136
139, 138, 137, 136
140, 139, 138, 137, 136
141, 140, 139, 138, 137, 136
142, 141, 140, 139, 138, 137, 136
143, 142, 141, 140, 139, 138, 137, 136
144, 143, 142, 141, 140, 139, 138, 137, 136
145, 144, 143, 142, 141, 140, 139, 138, 137, 136
35, 36, 37, 38

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by Order of the Board of
Directors in the presence of:

Secretary.



Director.

Approved by Sutherland Shire Council....

Deputy Shire Clerk

L68345

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING
ACT 1912

PART 1 SHEET 4 OF 11 SHEETS

Plan D.P. DP236519

Subdivision of the land in Certificate
of Titles Volume 9972 Folio 109 and
~~past Volume 6404 Folio 59 Volume 7556~~
~~Folio 56 covered by Council Clerk's~~
~~Certificate No. 411/68 of 1968.~~
Volume 10676 Folio 208 covered by Council
Clerk's Certificate No. 44/68 of 1968
Easement to Drain Water 6 feet wide

3. Identity of easement or
restriction thirdly referred
to in abovementioned plan:

Schedule of Lots etc affected.

Lots burdened

29
48
68
87
101
152

Lots, name of road or Authority benefited

The Council of the Shire of Sutherland
The Council of the Shire of Sutherland
The Council of the Shire of Sutherland
The Council of the Shire of Sutherland
The Council of the Shire of Sutherland
The Council of the Shire of Sutherland

4. Identity of easement or
restriction fourthly referred
to in abovementioned plan:

Right of Carriageway Variable Width

Lots burdened

61

Schedule of Lots etc affected.

Lots, name of road or Authority benefited

62

5. Identity of easement or
restriction fifthly referred
to in abovementioned plan:

Right of Carriageway 10 feet wide

Lots burdened

2
123

Lots, name of road or Authority benefited

1
124

6. Identity of easement or
restriction sixthly referred
to in abovementioned plan:

Easement for Services 12 feet wide

Schedule of Lots etc affected.

Lots Burdened

2

Lots, name of road or Authority benefited

1

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto affixed
by Order of the Board of Directors in the
presence of:

Secretary



Director

Approved by Sutherland Shire Council...
Deputy Shire Clerk

LIVOD 11

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

PART I SHEET 5 OF 11 SHEETS

Plan

D.P.

DP236519

Subdivision of the land in Certificate
of Titles Volume 9972 Folio 109 and
~~Part Volume 6424 Folio 59 Volume 7556~~
~~Folio 56 covered by Council Clerk's~~
~~Certificate No. 41/68 of 1968.~~
Volume 10676 Folio 208 covered by
Council Clerk's Certificate No. 41/68 of 1968
Restriction as to user.

7. Identity of easement or
restriction severally referred
to in above-mentioned plans

Schedule of Lots etc. affected.

Lots burdened

Each Lot and every part
thereof.

Lots, name of road or Authority benefited

Every other lot.
~~the whole and every part of the land being~~
~~the residue of Portion 25~~

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by Order of the Board of
Directors in the presence of:-

A. [Signature]
Secretary

THE COMMON SEAL of WINGELLO PTY.
LIMITED was hereunto affixed by Order
of the Board of Directors in the
presence of:-

[Signature]
Secretary



Director.



Director

Approved by the Sutherland Shire Council

[Signature]
S. Naughton Deputy Shire Clerk

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER
INTENDED TO BE CREATED PURSUANT TO SECTION 89B OF THE CONVEYANCING
ACT 1919

PART 3 SHEET 6 OF 11 SHEETS

Plan D.P. **DP236519** Subdivision of the land in Certificate
Volume 10676 Folio 208 covered by ~~part Volume 6424 Folio 50, Volume 7856~~
Council Clerk's ~~Folio 56. Covered by Council Clerk's~~
Certificate No. ~~41/68~~ of 1968
Full name and address of Stocks & Holdings (Design) Pty. Limited
Proprietor of land: 168-174 Pitt Street, Sydney.

FIRSTLY

1. TERMS OF EASEMENT FOR BATTER VARIABLE WIDTH-EIGHTHLY REFERRED TO IN
ABOVEMENTIONED PLAN.

Full and free right for the body in whose favour this easement is created and every person authorised by it, from time to time and at all times hereafter to enter go upon return pass and repass with or without vehicles in through along and over the servient tenement and to use the servient tenement for the purpose of placing thereon all such earth soil cement sand clay and other material as shall in the opinion of the Council of the Shire of Sutherland be necessary or desirable for the purpose of constructing reconstructing and forever maintaining on the servient tenement or batter to serve as a support for the surface subsoil and undersurface of any public road or street adjoining or adjacent to the said land and the said batter when so constructed to use at all times hereafter for the purpose of giving such support as aforesaid AND the Registered Proprietor for himself and his successors in title covenants that he will not use or permit to be used the servient tenement in any manner or for any purpose which may effect or have a tendency to affect the stability of the said batter as a support for any public road or street as aforesaid and will not do or suffer to be done any act or thing which may injure or damage the said batter or in any way impair its efficiency and if he should do or suffer to be done any act or thing which may in any way injure damage or impair the said batter he will at his own expense properly and substantially repair and make good all such injury and damage Provided that if the Registered Proprietor upon receipt of notice in writing from the Clerk for the time being of the Council of the Shire of Sutherland requiring him properly and substantially to repair and make good all such damage or injury shall fail to do so promptly it shall be lawful for but not obligatory upon the said Council so to repair and make good all such injury or damage and all costs damages and expenses incurred by the said Council in so doing shall be repayable by the Registered Proprietor to the said Council upon demand.

THE COMMON SEAL OF STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by Order of the Board of
Directors in the presence of:

[Signature]
Secretary



[Signature]
Director

Approved by Sutherland Shire Council.....
Deputy Shire Clerk

..7.

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

PART 2 SHEET 7 OF 11 SHEETS

Plan

D.P.

DP236519

Subdivision of the land in Certificate
of Titles Volume 9972 Folio 109 and
part Volume 6424 Folio 59 Volume 7856
Folio 66 covered by Council Clerk's
Certificate No. 41/68 of 1968.
Volume 10676 Folio 208 covered by
Council Clerk's Certificate No. 41/68 of 1968
Stocks & Holdings (Design) Pty. Limited
83-87 Castlereagh Street, Sydney

Full name and address of
Proprietor of land:

3. Terms of easement for drainage 6 feet wide thirdly referred to in
abovementioned Plan:

Easement to drain water as set out in Part III of Schedule IVA
of the Conveyancing Act, 1919, 1964 with the following addition-

AND the registered proprietors hereby covenant with the Council that
the registered proprietors will not-

(a) do permit or suffer any act deed matter or thing whereby the said
drain shall or shall be likely to become injured or damaged or whereby
the Council shall be prevented from or hampered in constructing main-
taining mending repairing or cleansing the said drain or any part or
parts thereof or

(b) interfere with the free flow and passage of soil or water through
the same AND THAT if the registered proprietors shall not permit or suffer
anything which shall injure or damage the said drain or any part thereof
or shall interfere with the free flow and passage of soil or water through
the same the registered proprietors will forthwith at their own expense
properly and substantially repair and make good all such injury or damage
and restore the free flow and passage of soil or water through the said
drain and do all things necessary or expedient for the purposes aforesaid
or any of them AND WILL not erect or permit to be erected any building or
other erection of any kind or description over the said strip of land
without the Council's permission in writing being first had and obtained.

6. Terms of Easement for Services 12 feet wide sixthly referred to in the
abovementioned plan:

Full and free right for every person who is at any time entitled to an
estate or interest in possession in the land herein indicated as the dominant
tenement or any part thereof with which the right shall be capable of enjoy-
ment, and every person authorised by him to make, layout, construct, erect,
instal, carry maintain and use through, above on and under the servient
tenement all drains, pipes, conduits, poles, wires or other equipment and
materials necessary to provide, and carry all or any of water, sewerage, gas,
electric light, telephone and/or other domestic services to and from the
said dominant tenement PROVIDED THAT the said drains, pipes, conduits pipes
wires and/or other equipment and materials shall be laid in such position

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by Order of the Board of
Directors in the presence of:

Secretary



Director

Approved by Sutherland Shire Council.....

Deputy Shire Clerk

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

Plan D.P. DP236519 **PART 2 SHEET 8 OF 11 SHEETS**
Subdivision of the land in Certificate
of Titles Volume 9972 Folio 109 and part
Volume 6424 Folio 59 Volume 7556
Folio 56 covered by Council Clerk's
Certificate No. 41/68 of 1968.
Volume 10676 Folio 206 covered by
Council Clerk's Certificate No. 41/69 of 1968

Full name and address of
Proprietor of land:

Stocks & Holdings (Design) Pty. Limited
83-87 Castlereagh Street, Sydney

6. Terms of Easement for Services 12 feet wide sixtly referred to in the
above mentioned plan continued:

so as to cause as little interference as possible with the rights of carriage
way hereby reserved TOGETHER WITH the right for the grantee and every person
authorised by him, with any tools, implements, or machinery necessary for the
purpose to enter upon the servient tenement and to remain there for any
reasonable time for the purpose of laying, inspecting, cleansing, repairing,
maintaining or renewing such equipment or any part thereof to such extent
as may be necessary PROVIDED THAT the grantee and the persons authorised by
him will take all reasonable precautions to ensure as little disturbance as
possible to the surface of the servient tenement and/or free access to the
dominant tenement and will restore without delay that surface as nearly as
practicable to its original condition.

Name of person whose consent is required to release the easements, secondly
fourthly, fifthly, sixtly referred to in the above mentioned plan.

THE COUNCIL OF THE SHIRE OF SUTHERLAND

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by Order of the Board of
Directors in the presence of:

Secretary



Director

Approved by Sutherland Shire Council.....

Deputy Shire Clerk

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

PART 2 SHEET 9 OF 11 SHEETS

Plan

D.P. DP236519

Subdivision of the land in Certificate
of Titles Volume 9972 Folio 109 and part
Volume 6424 Folio 59 Volume 2686
Folio 56 covered by Council Clerk's
Certificate No. 41/68 of 1968.
Volume 10676 Folio 208 covered by Council
Clerk's Certificate No. 41/68 of 1968
Stocks & Holdings (Design) Pty. Limited
83-87 Castlereagh Street, Sydney.

Full name and address of
Proprietor of land:

7. Terms of Restriction as to User severally referred to in the
abovementioned plan.

(i) That no fence shall be erected or permitted to remain along the street frontage of any lot ~~or lot created by any subdivision of the land or any part thereof~~ nor along any side boundary extended from the front boundary to the front alignment of any main building erected or to be erected on any such lot as aforesaid provided that in the case of any lot having a frontage to two or more streets arising out of any subdivision the street frontage above referred to shall be deemed to be the frontage to which the building erected on the particular lot shall face and any other boundary or boundaries shall be deemed to be a side or rear boundary; this covenant shall not apply to any lot arising out of any subdivision of the land or any part thereof used exclusively as and for an office, shop, factory, school or any commercial use or purpose or which is used for any public recreation purposes.

(ii) That no private garage or out building shall be erected or permitted to remain ~~on the land or any part thereof~~ except after or concurrently with the erection of any building to be or which may be built thereon as and for a residence, home units, flats, offices, shop, school factory or any other commercial use.

(iii) That no building shall be erected or permitted to remain ~~on the land or any part thereof~~ having any external wall or walls of material other than brick, stone, timber, concrete or glass aluminium or asbestos cement or any combination of the same PROVIDED THAT any asbestos cement shall be 3" thick steam cured flat sheathing and that any such asbestos cement, timber or aluminium shall not be used in external walls except as infill panels in conjunction with all or any of the other materials hereinbefore specified and any proportion of asbestos cement, timber or aluminium so used in relation to the total external walls area shall not exceed 15% thereof PROVIDED HOWEVER that nothing contained in this covenant shall be construed as to preclude the erection of a brick veneer dwelling house.

(iv) That no building to be built exclusively as or for a single residence shall be erected or permitted to remain ~~on the land or any part thereof~~ having a minimum overall floor area (excluding any attached garage or carport) of less than 1,000 square feet.

(v) That no building to be or which may be built thereon as and for a residence, home units, flats, offices, shops, school, factory or any other commercial use shall be erected or permitted to remain ~~on the land or any part thereof~~ unless the same shall be connected to the sewer if available and if not available to septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the said septic tank installation cannot be obtained the connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities.

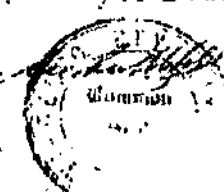
(vi) That no roof of any building erected ~~on the land or any part thereof~~ shall be of corrugated tin or corrugated iron.

(vii) That except where otherwise required by any public body or authority no sanitary convenience shall be erected or ~~erected or permitted to remain on the land or any part thereof~~

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was herunto
affixed by Order of the Board of
Directors in the presence of:-

[Signature]
Secretary

Approved by *[Signature]* Sutherland



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

PART 2

SHEET 10 OF 11 SHEETS

Plan

D.P.

DP236519

Subdivision of the land in Certificate
of Titles Volume 9972 Folio 109 and part
Volume 6424 Folio 69 Volume 7566
Folio 56 covered by Council Clerk's
Certificate No. 41/68 of 1968.
Volume 10676 Folio 208 covered by Council
Clerk's Certificate No. 41/68 of 1968
Stocks & Holdings (Design) Pty. Limited
83-87 Castlereagh Street, Sydney.

Full name and address of
Proprietor of land:

7. Terms of Restriction as to User severally referred to in the
abovementioned plan, continued:

thereof if the same be detached or separated from any building to be or which
may be built thereon as and for a residence, home units, flats, offices, shop,
school, factory or any other commercial use.

(will) That no fence shall be erected ^{on any lot} ~~on any lot~~ or any part thereof which
shall exceed 5' in height nor shall such fence be of materials other than
brick masonry timber or wire.

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by Order of the Board of
Directors in the presence of:-

THE COMMON SEAL of WINGELLO PTY.
LIMITED was hereunto affixed by Order
of the Board of Directors in the
presence of:-

Secretary

Approved by the Sutherland Shire Council

S. Naughton Deputy Shire Clerk



DP 236519

SHEET 11 OF 11 SHEETS

This is page 10 of 10 pages of a copy of an instrument No.L68345
setting out terms of easements and restrictions as to user created
pursuant to section 88B of the Conveyancing Act, 1919 by
registration of D.P. 236519 which has been prepared for filing
due to the damaged condition of the original.



Senior Deputy Registrar General.

22nd February, 1977.

*** OFFICE USE ONLY ***



446

Reimer.

Line

[illegible]

CONVERSION TABLE ADDED BY
 REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
0 0	0.000
0 1	0.025
0 2	0.051
0 3	0.076
0 4	0.102
0 5	0.127
0 6	0.152
0 7	0.178
0 8	0.203
0 9	0.229
1 0	0.254
1 1	0.279
1 2	0.305
1 3	0.330
1 4	0.355
1 5	0.381
1 6	0.406
1 7	0.432
1 8	0.457
1 9	0.482
2 0	0.508
2 1	0.533
2 2	0.559
2 3	0.584
2 4	0.609
2 5	0.635
2 6	0.660
2 7	0.685
2 8	0.711
2 9	0.736
3 0	0.762
3 1	0.787
3 2	0.812
3 3	0.838
3 4	0.863
3 5	0.888
3 6	0.914
3 7	0.939
3 8	0.964
3 9	0.990
4 0	1.015
4 1	1.040
4 2	1.066
4 3	1.091
4 4	1.116
4 5	1.142
4 6	1.167
4 7	1.192
4 8	1.217
4 9	1.243
5 0	1.268
5 1	1.293
5 2	1.318
5 3	1.344
5 4	1.369
5 5	1.394
5 6	1.419
5 7	1.444
5 8	1.470
5 9	1.495
6 0	1.520
6 1	1.546
6 2	1.571
6 3	1.596
6 4	1.621
6 5	1.647
6 6	1.672
6 7	1.697
6 8	1.722
6 9	1.748
7 0	1.773
7 1	1.798
7 2	1.823
7 3	1.849
7 4	1.874
7 5	1.899
7 6	1.924
7 7	1.949
7 8	1.975
7 9	2.000
8 0	2.025
8 1	2.050
8 2	2.076
8 3	2.101
8 4	2.126
8 5	2.151
8 6	2.176
8 7	2.202
8 8	2.227
8 9	2.252
9 0	2.277
9 1	2.302
9 2	2.328
9 3	2.353
9 4	2.378
9 5	2.403
9 6	2.428
9 7	2.454
9 8	2.479
9 9	2.504

CONVERSION TABLE ADDED BY
 REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
17 10 1/2	5.446
18 0	5.486
18 1	5.511
18 2	5.537
18 3	5.562
18 4	5.587
18 5	5.613
18 6	5.638
18 7	5.663
18 8	5.688
18 9	5.714
19 0	5.739
19 1	5.764
19 2	5.789
19 3	5.815
19 4	5.840
19 5	5.865
19 6	5.890
19 7	5.916
19 8	5.941
19 9	5.966
20 0	5.991
20 1	6.016
20 2	6.042
20 3	6.067
20 4	6.092
20 5	6.117
20 6	6.142
20 7	6.168
20 8	6.193
20 9	6.218
21 0	6.243
21 1	6.268
21 2	6.294
21 3	6.319
21 4	6.344
21 5	6.369
21 6	6.394
21 7	6.420
21 8	6.445
21 9	6.470
22 0	6.495
22 1	6.520
22 2	6.546
22 3	6.571
22 4	6.596
22 5	6.621
22 6	6.647
22 7	6.672
22 8	6.697
22 9	6.722
23 0	6.747
23 1	6.773
23 2	6.798
23 3	6.823
23 4	6.848
23 5	6.873
23 6	6.899
23 7	6.924
23 8	6.949
23 9	6.974
24 0	7.000
24 1	7.025
24 2	7.050
24 3	7.075
24 4	7.100
24 5	7.126
24 6	7.151
24 7	7.176
24 8	7.201
24 9	7.226
25 0	7.252
25 1	7.277
25 2	7.302
25 3	7.327
25 4	7.352
25 5	7.378
25 6	7.403
25 7	7.428
25 8	7.453
25 9	7.478
26 0	7.503
26 1	7.529
26 2	7.554
26 3	7.579
26 4	7.604
26 5	7.629
26 6	7.654
26 7	7.679
26 8	7.705
26 9	7.730
27 0	7.755
27 1	7.780
27 2	7.805
27 3	7.831
27 4	7.856
27 5	7.881
27 6	7.906
27 7	7.931
27 8	7.956
27 9	7.982
28 0	8.007
28 1	8.032
28 2	8.057
28 3	8.082
28 4	8.107
28 5	8.132
28 6	8.158
28 7	8.183
28 8	8.208
28 9	8.233
29 0	8.258
29 1	8.283
29 2	8.308
29 3	8.334
29 4	8.359
29 5	8.384
29 6	8.409
29 7	8.434
29 8	8.459
29 9	8.484
30 0	8.510
30 1	8.535
30 2	8.560
30 3	8.585
30 4	8.610
30 5	8.635
30 6	8.660
30 7	8.686
30 8	8.711
30 9	8.736
31 0	8.761
31 1	8.786
31 2	8.811
31 3	8.837
31 4	8.862
31 5	8.887
31 6	8.912
31 7	8.937
31 8	8.962
31 9	8.987
32 0	9.013
32 1	9.038
32 2	9.063
32 3	9.088
32 4	9.113
32 5	9.138
32 6	9.163
32 7	9.189
32 8	9.214
32 9	9.239
33 0	9.264
33 1	9.289
33 2	9.314
33 3	9.339
33 4	9.364
33 5	9.389
33 6	9.415
33 7	9.440
33 8	9.465
33 9	9.490
34 0	9.515
34 1	9.540
34 2	9.566
34 3	9.591
34 4	9.616
34 5	9.641
34 6	9.666
34 7	9.691
34 8	9.716
34 9	9.742
35 0	9.767
35 1	9.792
35 2	9.817
35 3	9.842
35 4	9.867
35 5	9.892
35 6	9.918
35 7	9.943
35 8	9.968
35 9	9.993

CONVERSION TABLE ADDED BY
 REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
40 0	13.716
40 1	13.741
40 2	13.767
40 3	13.792
40 4	13.817
40 5	13.842
40 6	13.868
40 7	13.893
40 8	13.918
40 9	13.943
41 0	13.968
41 1	13.994
41 2	14.019
41 3	14.044
41 4	14.069
41 5	14.094
41 6	14.120
41 7	14.145
41 8	14.170
41 9	14.195
42 0	14.220
42 1	14.246
42 2	14.271
42 3	14.296
42 4	14.321
42 5	14.347
42 6	14.372
42 7	14.397
42 8	14.422
42 9	14.447
43 0	14.473
43 1	14.498
43 2	14.523
43 3	14.548
43 4	14.573
43 5	14.599
43 6	14.624
43 7	14.649
43 8	14.674
43 9	14.699
44 0	14.725
44 1	14.750
44 2	14.775
44 3	14.800
44 4	14.826
44 5	14.851
44 6	14.876
44 7	14.901
44 8	14.926
44 9	14.952
45 0	14.977
45 1	15.002
45 2	15.027
45 3	15.052
45 4	15.078
45 5	15.103
45 6	15.128
45 7	15.153
45 8	15.178
45 9	15.203
46 0	15.229
46 1	15.254
46 2	15.279
46 3	15.304
46 4	15.329
46 5	15.354
46 6	15.380
46 7	15.405
46 8	15.430
46 9	15.455
47 0	15.480
47 1	15.506
47 2	15.531
47 3	15.556
47 4	15.581
47 5	15.606
47 6	15.632
47 7	15.657
47 8	15.682
47 9	15.707
48 0	15.732
48 1	15.758
48 2	15.783
48 3	15.808
48 4	15.833
48 5	15.858
48 6	15.883
48 7	15.909
48 8	15.934
48 9	15.959
49 0	15.984
49 1	16.009
49 2	16.034
49 3	16.060
49 4	16.085
49 5	16.110
49 6	16.135
49 7	16.160
49 8	16.185
49 9	16.211
50 0	16.236
50 1	16.261
50 2	16.286
50 3	16.311
50 4	16.337
50 5	16.362
50 6	16.387
50 7	16.412
50 8	16.437
50 9	16.462
51 0	16.488
51 1	16.513
51 2	16.538
51 3	16.563
51 4	16.588
51 5	16.613
51 6	16.639
51 7	16.664
51 8	16.689
51 9	16.714
52 0	16.739
52 1	16.764
52 2	16.789
52 3	16.815
52 4	16.840
52 5	16.865
52 6	16.890
52 7	16.915
52 8	16.940
52 9	16.966
53 0	16.991
53 1	17.016
53 2	17.041
53 3	17.066
53 4	17.091
53 5	17.117
53 6	17.142
53 7	17.167
53 8	17.192
53 9	17.217
54 0	17.242
54 1	17.268
54 2	17.293
54 3	17.318
54 4	17.343
54 5	17.368
54 6	17.393
54 7	17.419
54 8	17.444
54 9	17.469
55 0	17.494
55 1	17.519
55 2	17.544
55 3	17.570
55 4	17.595
55 5	17.620
55 6	17.645
55 7	17.670
55 8	17.696
55 9	17.721
56 0	17.746
56 1	17.771
56 2	17.796
56 3	17.822
56 4	17.847
56 5	17.872
56 6	17.897
56 7	17.922
56 8	17.948
56 9	17.973
57 0	18.000
57 1	18.025
57 2	18.050
57 3	18.075
57 4	18.100
57 5	18.126
57 6	18.151
57 7	18.176
57 8	18.201
57 9	18.226
58 0	18.252
58 1	18.277
58 2	18.302
58 3	18.327
58 4	18.352
58 5	18.377
58 6	18.403
58 7	18.428
58 8	18.453
58 9	18.478
59 0	18.503
59 1	18.529
59 2	18.554
59 3	18.579
59 4	18.604
59 5	18.629
59 6	18.654
59 7	18.680
59 8	18.705
59 9	18.730

CONVERSION TABLE ADDED BY
 REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
64 0	19.509
64 1	19.534
64 2	19.559
64 3	19.584
64 4	19.610
64 5	19.635
64 6	19.6

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

PART 1.

Plan: D.P. **DP237758**

Subdivision of Part of Lot 153 in
D.P. 236519 covered by Council Clerks'
Certificate No. 17/69 of 1969.

Full name and address of
Proprietor of land.

Stocks & Holdings (Design) Pty.Limited,
83-87 Castlereagh Street, Sydney.

1. Identity of easement firstly
referred to in abovementioned
Plan:

Easements to Drain Water 4 ft. Wide. ✓

Schedule of Lots etc. affected

Lots burdened

203
204
205
206
207
208
209
211
215
220
221
223
226
227
228
236
245
248
250
251
252
258
266
267
269
270
Part 153 D.P. 236519

Lots, name of road, or Authority benefited

202
202, 203
202, 203, 204
202, 203, 204, 205
202, 203, 204, 205, 206, 230
202, 203, 204, 205, 206, 207, 230
202, 203, 204, 205, 206, 207, 208, 229, 230
210
202, 203, 204, 205, 206, 207, 208, 209, 225,
226, 227, 228, 229, 230
221, 223, 224
223, 224
224
225
202, 203, 204, 205, 206, 207, 208, 209, 223, 226,
228, 229, 230
202, 203, 204, 205, 206, 207, 208, 209, 229, 230
254, 255, 256, 257, 258, 259, 266, 267
248, 249, 250, 251, 252, 253
249, 250, 251, 252, 253
251, 252, 253
252, 253
253
259
254, 255, 256, 257
254, 255, 256, 257, 258, 259, 266.
270, 271
271
220, 221, 223, 224, 269, 270, 271

2. Identity of easement or
restriction secondly referred
to in abovementioned plan:

Easements for Drainage 6 feet Wide

Schedule of Lots etc. affected

Lots burdened

Part of 153 D.P. 236519

Lots, name of road, or Authority benefited

The Council for the Shire of Sutherland

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY.LIMITED was hereunto
affixed by order of the Board of
Directors in the presence of:

Secretary

Approved by Sutherland Shire Council



Director

Deputy Shire Clerk

G. FRANKS - SECRETARY

L413225

2.

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

PART I.

Plant D.P.

DP237758

Subdivision of Part of Lot 153 in
D.P. 236519 covered by Council Clerks
Certificate No. 17/69 of 1969.

3. Identity of easement thirdly
referred to in abovementioned
Plan:

Easements for Batter Variable Width.

Schedule of Lots etc. affected

<u>Lots burdened</u>	<u>Lots, name of road, or Authority benefited</u>
206	The Council for the Shire of Sutherland
207	The Council for the Shire of Sutherland
208	The Council for the Shire of Sutherland
209	The Council for the Shire of Sutherland
210	The Council for the Shire of Sutherland
211	The Council for the Shire of Sutherland
224	The Council for the Shire of Sutherland
225	The Council for the Shire of Sutherland
226	The Council for the Shire of Sutherland
227	The Council for the Shire of Sutherland
228	The Council for the Shire of Sutherland
249	The Council for the Shire of Sutherland
250	The Council for the Shire of Sutherland
251	The Council for the Shire of Sutherland
252	The Council for the Shire of Sutherland
253	The Council for the Shire of Sutherland
254	The Council for the Shire of Sutherland
256	The Council for the Shire of Sutherland
257	The Council for the Shire of Sutherland
258	The Council for the Shire of Sutherland
259	The Council for the Shire of Sutherland
260	The Council for the Shire of Sutherland
268	The Council for the Shire of Sutherland
269	The Council for the Shire of Sutherland
Part 153 D.P. 236519	The Council for the Shire of Sutherland

4. Identity of easement fourthly
referred to in abovementioned
Plan:

Right of Carriageway 6 ft. Wide.

Schedule of Lots etc. affected.

<u>Lots burdened</u>	<u>Lots, name of road, or Authority benefited</u>
205	206, 230
206	205, 230
238	239, 266, 267
239	238, 266, 267
266	267
267	266

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by order of the Board of
Directors in the presence of:-

Secretary



Director

Approved by Sutherland Shire Council

Deputy Shire Clerk

D. TURNER - SECRETARY

L413225

3.

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

PART 1.

Plan: **D.P. DP237758** Subdivision of Part of Lot 153 in D.P.
235619 covered by Council Clerks Certificate
No. 17/69 of 1969.

5. Identity of easement fifthly
referred to in abovementioned
plans Right of Carriageway 12 ft. Wide

Schedule of Lots etc. affected

<u>Lots burdened</u>	<u>Lots, name of road or Authority benefited</u>
221	220
222	220, 221
242	243, 244, 245
243	244, 245
244	245

6. Identity of easement sixthly
referred to in abovementioned
Plans Easement for Services 6 ft Wide

Schedule of Lots etc. affected

<u>Lots burdened</u>	<u>Lots, name of road or Authority benefited</u>
238	266, 267
239	266, 267


THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereto
affixed by order of the Board of
Directors in the presence of:-



Secretary




Director

Approved by Sutherland Shire Council


Deputy Shire Clerk


SECRETARY

L413225

4.

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

PART 1.

Plan : D.P.

Subdivision of Part of Lot 153 in D.P.
235619 covered by Council Clerks Certificate
No. 17/69 of 1969.

DP237758

7. Identity of easement severally
referred to in abovementioned
plan.

Restriction as to User

Schedule of Lots etc. affected.

<u>Lots burdened</u>	<u>Lots, name of road or Authority benefited.</u>
205	205, 230
206	205, 230
238	239, 266, 267
239	238, 266, 267

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereto
affixed by Order of the Board of
Directors in the presence of -

[Signature]
Secretary



Approved by Sutherland Shire Council

[Signature]
Deputy Shire Clerk.

[Signature]
B. TURNER - SECRETARY



L413225

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

PART 2.

Plans D.P.

DP237758

Subdivision of Part of Lot 153 in
D.P. 236519 covered by Council Clerks
Certificate No. 17/69 of 1969.

Full name and address of
Proprietor of land:

Stocks & Holdings (Design) Pty. Limited,
89-87 Castlereagh Street, Sydney

1. Terms of Easement to Drain Water 4ft. Wide firstly referred to in
above-mentioned Plan:

Easement to drain water as set out in Part III of Schedule IVA of the
Conveyancing Act, 1919-1964 with the following addition-

AND the registered proprietors hereby covenant with the Council that
the registered proprietors will not-

(a) do permit or suffer any act deed matter or thing whereby the said
drain shall or shall be likely to become injured or damaged or whereby the
Council shall be prevented from or hampered in constructing maintaining
mending repairing or cleansing the said drain or any part of parts thereof or

(b) interfere with the free flow and passage of soil or water through the
same AND THAT if the registered proprietors shall not permit or suffer anything
which shall injure or damage the said drain or any part thereof or shall
interfere with the free flow and passage of soil or water through the same
the registered proprietors will forthwith at their own expense properly and
substantially repair and make good all such injury or damage and restore the
free flow and passage of soil or water through the said drain and do all things
necessary or expedient for the purposes aforesaid or any of them AND WILL not
erect or permit to be erected any building or other erection of any kind or
description over the said strip of land without the Council's permission in
writing being first had and obtained.

2. Terms of Easement for Drainage 6 feet Wide secondly referred to in
above-mentioned Plan:

Easement to drain water as set out in Part II of Schedule IVA of the
Conveyancing Act, 1919-1964 with the following addition-

AND the registered proprietors hereby covenant with the Council that the
registered proprietors will not-

(a) do permit or suffer any act deed matter or thing whereby the said drain
shall or shall be likely to become injured or damaged or whereby the Council
shall be prevented from or hampered in constructing maintaining mending re-
pairing or cleansing the said drain or any part or parts thereof or

(b) interfere with the free flow and passage of soil or water through the same
AND THAT if the registered proprietors shall not permit or suffer anything which
shall injure or damage the said drain or any part thereof or shall interfere with
the free flow and passage of soil or water through the same the registered
proprietors will forthwith at their own expense properly and substantially repair
and make good all such injury or damage and restore the free flow and passage of
soil or water through the said drain and do all things necessary or expedient for
the purposes aforesaid or any of them AND WILL not erect or permit to be erected
any building or other erection of any kind or description over the said strip of
land without the Council's permission in writing being first had and obtained.

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by order of the Board of
Directors in the presence of:-

Secretary

Approved by Sutherland Shire Council



Deputy Shire Clerk

S. TURNER - SECRETARY

L413225

2.

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

PART 2.

Plan: D.P.
DP237758

Subdivision of Part of Lot 153 in D.P.
236519 covered by Council Clerks
Certificate No. 17/69 of 1969.

Full name and address of
Proprietor of land

Stocks & Holdings (Design) Pty. Limited,
83-87 Castlereagh Street, Sydney.

3. Terms of easement for Batter Variable Width thirdly referred to in
abovementioned Plan.

Full and free right for the body in whose favour this easement is created and every person authorised by it, from time to time and at all times hereafter to enter go upon return pass and repossess with or without vehicles in through along and over the servient tenement and to use the servient tenement for the purpose of placing thereon all such earth soil cement sand clay and other materials as shall in the opinion of the Council of the Shire of Sutherland be necessary or desirable for the purpose of constructing reconstructing and forever maintaining on the servient tenement or batter to serve as a support for the surface subsoil and undersurface of any public road or street adjoining or adjacent to the said land and the said batter when so constructed to use at all times hereafter for the purpose of giving such support as aforesaid AND the Registered Proprietor for himself and his successors in title covenants that he will not use or permit to be used the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said batter as a support for any public road or street as aforesaid and will not do or suffer to be done any act or thing which may injure or damage the said batter or in any way impair its efficiency and if he should do or suffer to be done any act or thing which may injure or damage the said batter or in any way impair in any way injure damage or impair the said batter he will at his own expense properly and substantially repair and make good all such injury and damage Provided that if the Registered Proprietor upon receipt of notice in writing from the Clerk for the time being of the Council of the Shire of Sutherland requiring him properly and substantially to repair and make good all such damage or injury shall fail to do so promptly it shall be lawful for but not obligatory upon the said Council so to repair and make good all such injury or damage and all costs damages charges and expenses incurred by the said Council in so doing shall be repayable by the Registered Proprietors to the said Council upon demand.

4. Terms of Easement for Right of Carriageway 6 ft. Wide fourthly referred to in
abovementioned Plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof in whose favour this easement is created, and every person authorised by him, to go pass and repossess at all times and for all purposes with or without animals or vehicles or both over the land indicated herein as the servient tenement.

5. Terms of Easement for Right of Carriageway 12ft. Wide fifthly referred to in
abovementioned Plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof in whose favour this easement is created, and every person authorised by him, to go pass and repossess at all times and for all purposes with or without animals or vehicles or both over the land indicated herein as the servient tenement.

THE COMMON SEAL OF STOCKS & HOLDINGS)
(DESIGN) PTY. LIMITED was hereto
affixed by order of the Board of
Directors in the presence of:-

Secretary



Director

Approved by Sutherland Shire Council

Deputy Shire Clerk.

A. TURNER - SECRETARY

3.

L413225

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

PART 2.

Plans D.P.
DP237758

Subdivision of Part of Lot 153 in D.P.
236519 covered by Council Clerks
Certificate No. 17/69 of 1969.

Full name and address of
Proprietor of land:

Stocks & Holdings (Design) Pty.Limited,
83-87 Castlereagh Street, Sydney.

6. Terms of Easement for Services 6 feet wide sixthly referred to in the
abovementioned Plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment, and every person authorised by him to make, layout, construct, erect, instal, carry maintain and use through, above on and under the servient tenement all drains, pipes, conduits, poles, wires or other equipment and materials necessary to provide, and carry all or any of water, sewerage, gas, electric light, telephone and/or other domestic services to and from the said dominant tenement PROVIDED THAT the said drains, pipes, conduits, poles, wires and/or other equipment and materials shall be laid in such position so as to cause as little interference as possible with the rights of carriage-way hereby reserved TOGETHER WITH the right for the grantee and every person authorised by him, with any tools, implements, or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such equipment or any part thereof to such extent as may be necessary PROVIDED THAT the grantee and the persons authorised by him will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and/or free access to the dominant tenement and will restore without delay that surface as nearly as practicable to its original condition.

Name of Person whose consent is required to release the easements referred to in the abovemention plan.

THE COUNCIL OF THE SHIRE OF SUTHERLAND

THE COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY.LIMITED was hereunto
affixed by Order of the Board of
Directors in the presence of:

.....
Secretary



Approved by Sutherland Shire Council.....

.....
Deputy Shire Clerk

.....
S. TANNER - SECRETARY

L413225

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

PART 2.

Plan : D.P.
DP237758

Subdivision of Part of Lot 153 in D.P.
236519 covered by Council Clerks
Certificate No. 17/49 of 1969.

Full name and address of
Proprietor of land

Stocks & Holdings (Design) Pty. Limited
83-87 Castlereagh Street, Sydney.

7. Terms of restriction as to User
seventhly referred to in the
abovementioned plan.

That no fence shall be erected or permitted to remain along the common
boundary between Lots 205 and 206 and Lots 238 and 239.

Name of person or persons whose consent is required to vary, modify or
release the within mentioned Restriction as to User shall be - THE
COUNCIL OF THE SHIRE OF SUTHERLAND.

100/206

The COMMON SEAL of STOCKS & HOLDINGS
(DESIGN) PTY. LIMITED was hereunto
affixed by Order of the Board of
Directors in the presence of -



A *Geoff Houston*
Secretary

Approved by Sutherland Shire Council *a.g. Cur*
Deputy Shire Clerk.

THE COMMON SEAL of
WINGELLO PTY. LIMITED
was hereunto affixed
by authority of a
resolution of the Board
of Directors in the presence
of:-



James
Secretary

Director
Director

10
L413225

Instrument pursuant to Regulation 52D Conveyancing
Act Regulations, 1961, setting out the terms of
assessments or restrictions as to user created by
registration of the within-mentioned Deposited Plan.

K W Lurie

237758



11/15/63

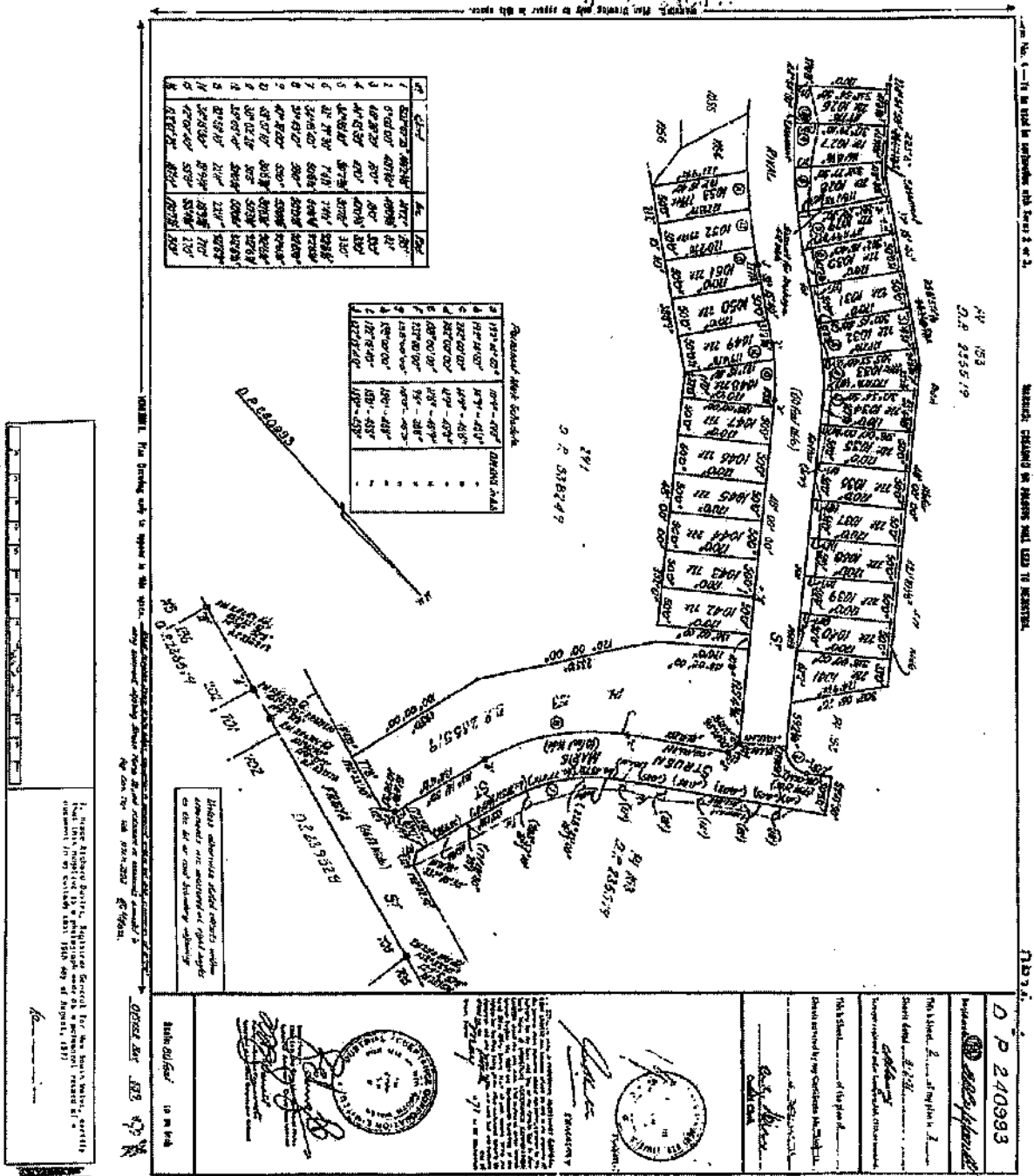
[illegible]

COMMON FISH AND/OR MAMMAL SPECIES DEPARTMENT		
UP 200000 IN 1/2 CMH	FEET INCHES	NETS
1	1	0.000
2	2	0.000
3	3	0.000
4	4	0.000
5	5	0.000
6	6	0.000
7	7	0.000
8	8	0.000
9	9	0.000
10	10	0.000
11	11	0.000
12	12	0.000
13	13	0.000
14	14	0.000
15	15	0.000
16	16	0.000
17	17	0.000
18	18	0.000
19	19	0.000
20	20	0.000
21	21	0.000
22	22	0.000
23	23	0.000
24	24	0.000
25	25	0.000
26	26	0.000
27	27	0.000
28	28	0.000
29	29	0.000
30	30	0.000
31	31	0.000
32	32	0.000
33	33	0.000
34	34	0.000
35	35	0.000
36	36	0.000
37	37	0.000
38	38	0.000
39	39	0.000
40	40	0.000
41	41	0.000
42	42	0.000
43	43	0.000
44	44	0.000
45	45	0.000
46	46	0.000
47	47	0.000
48	48	0.000
49	49	0.000
50	50	0.000
51	51	0.000
52	52	0.000
53	53	0.000
54	54	0.000
55	55	0.000
56	56	0.000
57	57	0.000
58	58	0.000
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66	66	0.000
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69	69	0.000
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86	86	0.000
87	87	0.000
88	88	0.000
89	89	0.000
90	90	0.000
91	91	0.000
92	92	0.000
93	93	0.000
94	94	0.000
95	95	0.000
96	96	0.000
97	97	0.000
98	98	0.000
99	99	0.000
100	100	0.000

COMMON FISH AND/OR MAMMAL SPECIES DEPARTMENT		
UP 200000 IN 1/2 CMH	FEET INCHES	NETS
101	101	0.000
102	102	0.000
103	103	0.000
104	104	0.000
105	105	0.000
106	106	0.000
107	107	0.000
108	108	0.000
109	109	0.000
110	110	0.000
111	111	0.000
112	112	0.000
113	113	0.000
114	114	0.000
115	115	0.000
116	116	0.000
117	117	0.000
118	118	0.000
119	119	0.000
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121	121	0.000
122	122	0.000
123	123	0.000
124	124	0.000
125	125	0.000
126	126	0.000
127	127	0.000
128	128	0.000
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130	130	0.000
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146	146	0.000
147	147	0.000
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149	149	0.000
150	150	0.000
151	151	0.000
152	152	0.000
153	153	0.000
154	154	0.000
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156	156	0.000
157	157	0.000
158	158	0.000
159	159	0.000
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167	167	0.000
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178	178	0.000
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182	182	0.000
183	183	0.000
184	184	0.000
185	185	0.000
186	186	0.000
187	187	0.000
188	188	0.000
189	189	0.000
190	190	0.000
191	191	0.000
192	192	0.000
193	193	0.000
194	194	0.000
195	195	0.000
196	196	0.000
197	197	0.000
198	198	0.000
199	199	0.000
200	200	0.000

COMMON FISH AND/OR MAMMAL SPECIES DEPARTMENT		
UP 200000 IN 1/2 CMH	FEET INCHES	NETS
201	201	0.000
202	202	0.000
203	203	0.000
204	204	0.000
205	205	0.000
206	206	0.000
207	207	0.000
208	208	0.000
209	209	0.000
210	210	0.000
211	211	0.000
212	212	0.000
213	213	0.000
214	214	0.000
215	215	0.000
216	216	0.000
217	217	0.000
218	218	0.000
219	219	0.000
220	220	0.000
221	221	0.000
222	222	0.000
223	223	0.000
224	224	0.000
225	225	0.000
226	226	0.000
227	227	0.000
228	228	0.000
229	229	0.000
230	230	0.000
231	231	0.000
232	232	0.000
233	233	0.000
234	234	0.000
235	235	0.000
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237	237	0.000
238	238	0.000
239	239	0.000
240	240	0.000
241	241	0.000
242	242	0.000
243	243	0.000
244	244	0.000
245	245	0.000
246	246	0.000
247	247	0.000
248	248	0.000
249	249	0.000
250	250	0.000
251	251	0.000
252	252	0.000
253	253	0.000
254	254	0.000
255	255	0.000
256	256	0.000
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265	265	0.000
266	266	0.000
267	267	0.000
268	268	0.000
269	269	0.000
270	270	0.000
271	271	0.000
272	272	0.000
273	273	0.000
274	274	0.000
275	275	0.000
276	276	0.000
277	277	0.000
278	278	0.000
279	279	0.000
280	280	0.000
281	281	0.000
282	282	0.000
283	283	0.000
284	284	0.000
285	285	0.000
286	286	0.000
287	287	0.000
288	288	0.000
289	289	0.000
290	290	0.000
291	291	0.000
292	292	0.000
293	293	0.000
294	294	0.000
295	295	0.000
296	296	0.000
297	297	0.000
298	298	0.000
299	299	0.000
300	300	0.000

COMMON FISH AND/OR MAMMAL SPECIES DEPARTMENT		
UP 200000 IN 1/2 CMH	FEET INCHES	NETS
301	301	0.000
302	302	0.000
303	303	0.000
304	304	0.000
305	305	0.000
306	306	0.000
307	307	0.000
308	308	0.000
309	309	0.000
310	310	0.000
311	311	0.000
312	312	0.000
313	313	0.000
314	314	0.000
315	315	0.000
316	316	0.000
317	317	0.000
318	318	0.000
319	319	0.000
320	320	0.000
321	321	0.000
322	322	0.000
323	323	0.000
324	324	0.000
325	325	0.000
326	326	0.000
327	327	0.000
328	328	0.000
329	329	0.000
330	330	0.000
331	331	0.000
332	332	0.000
333	333	0.000
334	334	0.000
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342	342	0.000
343	343	0.000
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345	345	0.000
346	346	0.000
347	347	0.000
348	348	0.000
349	349	0.000
350	350	0.000
351	351	0.000
352	352	0.000
353	353	0.000
354	354	0.000
355	355	0.000
356	356	0.000
357	357	0.000
358	358	0.000
359	359	0.000
360	360	0.000
361	361	0.000
362	362	0.000
363	363	0.000
364	364	0.000
365	365	0.000
366	366	0.000
367	367	0.000
368	368	0.000
369	369	0.000
370	370	0.000
371	371	0.000
372	372	0.000
373	373	0.000
374	374	0.000



CONVERSION TABLE
METRIC TO U.S. CUSTOMARY
U.S. CUSTOMARY TO METRIC

INCHES	METERS
1	0.0254
2	0.0508
3	0.0762
4	0.1016
5	0.1270
6	0.1524
7	0.1778
8	0.2032
9	0.2286
10	0.2540
11	0.2794
12	0.3048
13	0.3302
14	0.3556
15	0.3810
16	0.4064
17	0.4318
18	0.4572
19	0.4826
20	0.5080
21	0.5334
22	0.5588
23	0.5842
24	0.6096
25	0.6350
26	0.6604
27	0.6858
28	0.7112
29	0.7366
30	0.7620
31	0.7874
32	0.8128
33	0.8382
34	0.8636
35	0.8890
36	0.9144
37	0.9398
38	0.9652
39	0.9906
40	1.0160
41	1.0414
42	1.0668
43	1.0922
44	1.1176
45	1.1430
46	1.1684
47	1.1938
48	1.2192
49	1.2446
50	1.2700
51	1.2954
52	1.3208
53	1.3462
54	1.3716
55	1.3970
56	1.4224
57	1.4478
58	1.4732
59	1.4986
60	1.5240
61	1.5494
62	1.5748
63	1.6002
64	1.6256
65	1.6510
66	1.6764
67	1.7018
68	1.7272
69	1.7526
70	1.7780
71	1.8034
72	1.8288
73	1.8542
74	1.8796
75	1.9050
76	1.9304
77	1.9558
78	1.9812
79	2.0066
80	2.0320
81	2.0574
82	2.0828
83	2.1082
84	2.1336
85	2.1590
86	2.1844
87	2.2098
88	2.2352
89	2.2606
90	2.2860
91	2.3114
92	2.3368
93	2.3622
94	2.3876
95	2.4130
96	2.4384
97	2.4638
98	2.4892
99	2.5146
100	2.5400

CONVERSION TABLE
U.S. CUSTOMARY TO METRIC
METRIC TO U.S. CUSTOMARY

FEET	METERS
1	0.3048
2	0.6096
3	0.9144
4	1.2192
5	1.5240
6	1.8288
7	2.1336
8	2.4384
9	2.7432
10	3.0480
11	3.3528
12	3.6576
13	3.9624
14	4.2672
15	4.5720
16	4.8768
17	5.1816
18	5.4864
19	5.7912
20	6.0960
21	6.4008
22	6.7056
23	7.0104
24	7.3152
25	7.6200
26	7.9248
27	8.2296
28	8.5344
29	8.8392
30	9.1440
31	9.4488
32	9.7536
33	10.0584
34	10.3632
35	10.6680
36	10.9728
37	11.2776
38	11.5824
39	11.8872
40	12.1920
41	12.4968
42	12.8016
43	13.1064
44	13.4112
45	13.7160
46	14.0208
47	14.3256
48	14.6304
49	14.9352
50	15.2400
51	15.5448
52	15.8496
53	16.1544
54	16.4592
55	16.7640
56	17.0688
57	17.3736
58	17.6784
59	17.9832
60	18.2880
61	18.5928
62	18.8976
63	19.2024
64	19.5072
65	19.8120
66	20.1168
67	20.4216
68	20.7264
69	21.0312
70	21.3360
71	21.6408
72	21.9456
73	22.2504
74	22.5552
75	22.8600
76	23.1648
77	23.4696
78	23.7744
79	24.0792
80	24.3840
81	24.6888
82	24.9936
83	25.2984
84	25.6032
85	25.9080
86	26.2128
87	26.5176
88	26.8224
89	27.1272
90	27.4320
91	27.7368
92	28.0416
93	28.3464
94	28.6512
95	28.9560
96	29.2608
97	29.5656
98	29.8704
99	30.1752
100	30.4800

FEET TO METERS
METERS TO FEET

INCHES TO METERS
METERS TO INCHES

[illegible]

3. IDENTIFIED.
Identity of patient accurately
reflected in the above discussion
plan.

ՀԻՄՆԱԿԱՆ Է ԵՄ ՄԵՐՈՒ ՔԻՇՈՒՄԸ ԵՒ ԲԻ. ՆԱԾԻՐՈՒՄԸ

ॐ नमो भगवते वासुदेवाय ॥ १ ॥

Letter, paper of, time of, handwriting, specimen

Year	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100																																																																		
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3. Location of parent facility
relative to the shore-side facility :

உயிரினங்களின் புவியியல் பரம்பல்

Module of 19th c. offered

NOTE: FILLER OF ROAD AT 40230-29

Lat. Reference	Alt. Length of Road at 2500'
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THE DEATH OF STOKES & ROBINSON
(PERSONALITY, LITERATURE AND BEHAVIOR)
ASSIGNED BY ORDER OF THE BOARD OF
DIRECTORS TO THE PRESENCE OF

Approved by Superintendent Shiro Goyoda

[illegible]

Identity of General Smith.
Walter M. M. Abbott (1872-1922)
Plan:

Recommendations for Further Work

Signature of Test taker: _____

2.024. 5:10455

The Council of the District of Columbia

2. Letter to the Honorable Secretary, Department of the Interior
Washington, D. C. March 11, 1906
Dear Sir:

Exposure to Drain Water 4 ft. Wide

Excluded of legal effect. Affected

Job 2:29-31

4028, name of road or highway or location

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THE DOCKING UNIT OF THE S.S. F. 303-27153

claims by virtue of the power as
exercised in the presence of

Approved by Matthew A. Seltzer, Council

ASSESSMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TILES OFFICE.

This negative is a photograph made on permanent record of a document in the custody of the Registrar General this day, 20th May, 1966.

FRAME

TRANSFER OF LAND ACT 1958
SECTION 56(1) - TRANSFER OF LAND

REG. 3 OF 5, 1958

Plan : DP 240993

DR 240993

Subdivision of Part of Lot 133 in
Deposited Plan No. 235533 created by
General Order's Certificate No. 5471

Full Name and Address of
Transferor of Land :

Shoos & Holdings (Sydney) Pty. Limited
83 - 87 Castlereagh Street, Sydney.

Full Name and Address of
Transferee of Land :

Shoos & Holdings (Sydney) Pty. Limited
83 - 87 Castlereagh Street, Sydney.

Number of Lots etc. affected

Date Registered

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SEARCHED INDEXED SERIALIZED FILED
FBI - NEW YORK

Stoakes & McAlister (Publishers) Pty. Ltd. for the
 43 - 47 Castlereagh Street, Sydney.

References to Oswald's letters are not cited in Part III of Surovich's book. He 1979-1984 with the following modification:

[illegible][illegible]

2. Words of Reassurance for the Big Badly Girl, Enclosed to be in Sisterhood with

[illegible]

None of the other above comments is referred to by Jones ¹³ and no comments referred to in the above mentioned files.....

The CONGRESSIONAL RECORDS & INDEX
[REDACTED] has been
affirmed by Order of the Board of
Directors in the presence of -

[Signature]
Secretary

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

This negative is a photograph made on a per-
manent of a document in the custody of the
Registrar General this day, 20th May, 1886

FRAME 3

PART 2

20240925

Substitution of Part of Lot 193 in
Deposition Plan 25689 covered by
"General Claim" & verification No. 56491

Shoebat & Kollonty (Dentist) Pty. Limited
88 - 90 Castlemaine Street, Sydney

1. The following information was obtained from the records of the Department of the Interior, Bureau of Land Management, regarding the land owned by the United States in the State of California:



No.

67 JUL 31 AM 11:03

R.P. 13A

K 754078 South Wales

Lodgment
Endorsement

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

K 754078 15/11/77

I, THOMAS ALLISON NOLI, FORMERLY OF ROPER VALLEY STATION IN THE
NORTHERN TERRITORY, BUT NOW OF SYDNEY - PASTORALIST.

This form may be used where
for transferred covenants are
imposed or covenants created
or where the simple transfer
form is unsuitable.

(Trusts must not be directed to
the transfer.)

Typing or handwriting in this
instrument should not be based
into any margin. Handwriting
should be clear and legible and
in permanent black non-erasing
ink.

All blanks should be ruled up
before signing.

A. If a fee estate, strike out "in
fee simple" and insert the
required alteration.

(herein called transferor)

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject
however, to such encumbrances, liens and interests as are notified hereunder, in consideration of
ONE MILLION, EIGHT HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS

(£1,875,000.00) (the receipt whereof is hereby acknowledged) paid to me by

STOCKS & HOLDINGS (DESIGN) PTY. LIMITED

do hereby transfer to

Show in BLOCK LETTERS
the full name, postal address
and description of the estate
taking, and if more than one,
whether they hold as joint
tenants or tenants in common.

STOCKS & HOLDINGS (DESIGN) PTY. LIMITED

(herein called transferee)

The description may refer to
the defined residue of the land
in a certificate or grant (e.g.
"And being residue after
transfer number 1" or may
refer to parcels shown in
Form or Parish maps issued
by the Department of Lands
or shown in plans filed in the
Office of the Registrar-General
(e.g. "and being Lot 1 of
section 12").

Notar authorized by Reg. 51
Conveyancing Act 1919
from 1961, a plan may not
be annexed to or endorsed on
this transfer form.

All such my Estate and Interest in ALL THE land mentioned in the schedule following:-

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
CUMBERLAND	SUTHERLAND	PART	6424	52	Being Portions 86 and 87 and that part of Portion 88 as is at present comprised in the said Certificate of Title, the said Portions being as delineated in the map of the said Parish.
CUMBERLAND	SUTHERLAND	PART	7556	56	Being Lots 2 to 8 inclusive in Deposited Plan No. 12205.
CUMBERLAND	SUTHERLAND	WHOLE	9672	109	

Baunt
H 902 119

(4) K754078 (2)
And the Transferor covenants with the Transferee

Reserving unto the Transferor his executors administrators and assigns out of the land hereby transferred all mines beds seams and veins of coal and other metals and minerals which are now known or shall or may be discovered hereafter as lying on or being under the surface of the land hereby transferred AND the Transferee so as to bind the land hereby transferred and each and every part into which the same may be divided doth hereby for itself its executors administrators and assigns covenants with the Transferor his executors administrators and assigns as the registered proprietor for the time being or other the registered proprietor for the time being of the land having the benefit of the covenants hereinafter set out:

Strike out if unnecessary, or suitably adjust.

(i) if any easements are to be created or any exceptions to be made;

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 58 of the Conveyancing Act, 1919.

(1) That no fence shall be erected or permitted to remain along the street frontage of the land hereby transferred or any part thereof or along the street frontage of any lot or lots created by any subdivision of the land or any part thereof nor along any side boundary extended from the front boundary to the front alignment of any main building erected or to be erected on the land hereby transferred or any part thereof, or of any such lot as aforesaid provided that in the case of any lot having a frontage to two or more streets arising out of any subdivision of the land transferred or any part thereof the street frontage above referred to shall be deemed to be the frontage to which the building erected on the particular lot shall face and any other boundary or boundaries shall be deemed to be a side or rear boundary; this covenant shall not apply to any lot arising out of any subdivision of the land hereby transferred or any part thereof used exclusively as and for an office, shop, factory, school or any commercial use or purpose or which is used for any public recreation purposes.

(2) That no private garage or out building shall be erected or permitted to remain on the land hereby transferred or any part thereof except after or concurrently with the erection of any building to be or which may be built thereon as and for a residence, home units, flats, offices, shop, school, factory or any other commercial use.

(3) That no building shall be erected or permitted to remain on the land hereby transferred or any part thereof having any external wall or walls of material other than brick, stone, timber, concrete or glass, aluminium or asbestos cement or any combination of the same PROVIDED THAT any asbestos cement shall be 1" thick steam cured flat sheeting and shall not be used in external walls except as infill panels in conjunction with sill or any of the other materials hereinbefore specified and any proportion of asbestos cement so used in relation to the total external walls area shall not exceed 15% thereof.

(4) That no building to be built exclusively as or for a single residence shall be erected or permitted to remain on the land hereby transferred or any part thereof having a minimum overall floor area (excluding any attached garage or carport) of less than 1,000 square feet.

(5) That no building to be or which may be built thereon as and for a residence, home units, flats, offices, shops, school, factory or any other commercial use shall be erected or permitted to remain on the land hereby transferred or any part thereof unless the same shall be connected to the sewer if available and if not available to septic tank installation the design and construction of which is acceptable to the proper authorities. If approval of the said septic tank installation cannot be obtained the connection shall be to a septic closet the design and construction of which is acceptable to the proper authorities; provided that and it is hereby agreed and declared that the Transferor will not be liable to provide a sewer or septic tank or to bear the cost thereof.

(6) That no roof of any building erected on the land hereby transferred shall be of corrugated tin or corrugated iron.

(7) That except where otherwise required by any public body or authority no sanitary conveniences shall be erected or permitted to remain on the land hereby transferred or any part thereof if the same be detached or separated from any building to be or which may be built thereon as and for a residence, home units, flats, offices, shop, school, factory or any other commercial use.

(8) That no fence shall be erected on the land hereby transferred or any part thereof which shall exceed 5' in height nor shall such fence be of materials other than brick masonry timber or wire.

(9) The benefit of the foregoing covenants shall be appurtenant to the whole and each and every part of that land comprising an area of approximately 4 acres being residue of Parish portion 25.

The burden of the foregoing covenants is upon the land hereby transferred and each and every part into which the same may be divided.

INCUMBRANCES AS REFERRED TO

Reservations and easements including reservations of minerals (if any) as set out in the Conveyance.

A very short note will suffice.

K 1115-2 & 1116

THOMAS ALLISON, SOLT.

No. **K 754078**

Lodged by **W. Mansel & Kelynaack**
Address **62 Margaret St.**
Phone No. **Sydney. 29-1631**

PARTIAL DISCHARGE OF MORTGAGE
(N.B.—Before execution read marginal note.)

I, **mortgagee under Mortgage No.**
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate in a transfer of part of the land in the mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at **this** day of **19**
Signed in my presence by **who is personally known to me**

Mortgagee.

DOCUMENTS LODGED HEREBWITH
To be filled in by person lodging dealing

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Received Docs:

Nos.

Receiving Clerk

Indexed	MEMORANDUM OF TRANSFER <i>Recovering all money advanced</i> <i>helpful to loan</i>
Checked by	Particulars entered in Register Book 2-11-1967
Forward (to S.D.B.) by	4/11/67
Signed by	Jaworski Registrar General

Received by
12/2/67
Dated **6-3-1970**
Jaworski
REGISTRAR GENERAL

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written	B.P.	2/10/67
Draft examined		
Draft prepared	B.P.	13/10/67
Draft examined	B.P.	22/10/67
Draft forwarded	B.P.	22/10/67
Supl. of Registrar		
Cancellation Clerk	B.P.	13/11/67
Vol.	10676	208

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

1/10/67 to 1/10/67

1/10/67 to 1/10/67



Applicant:

Infotrack
Gpo Box 4029
SYDNEY NSW 2000

Planning Certificate – Section 10.7 (2) Certificate Environmental Planning and Assessment Act, 1979

Certificate no:	ePC:23/4657	Delivery option:	
Certificate date:	25/07/2023	Your reference:	23:0195

Property:

Lot 1402 DP 242675
96 Ingrid Road KAREELA NSW 2232

Zone:

- * Sutherland Shire Local Environmental Plan 2015
Zone C4 Environmental Living

Notes:

- (a) The information in this certificate only relates to the real property Identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
- (b) The Environmental Planning and Assessment Act 1979 will be referred to in this Certificate as 'the Act'.

Disclaimer:

- (a) This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

**INFORMATION PURSUANT TO SECTION 10.7(2),
ENVIRONMENTAL PLANNING & ASSESSMENT ACT, 1979**

1. Names of relevant instruments and DCPs

1. The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

Environmental Planning Instruments

- * Sutherland Shire Local Environmental Plan 2015
- * SEPP (Building Sustainability Index: BASIX) 2004
- * SEPP (Exempt and Complying Development Codes) 2008
- * SEPP (Housing) 2021
- * SEPP No.65 - Design Quality of Residential Apartment Development
- * SEPP (Biodiversity and Conservation) 2021
- * SEPP (Industry and Employment) 2021
- * SEPP (Planning Systems) 2021
- * SEPP (Primary Production) 2021
- * SEPP (Resources and Energy) 2021
- * SEPP (Resilience and Hazards) 2021
- * SEPP (Transport and Infrastructure) 2021

Development Control Plans

Sutherland Shire Development Control Plan 2015

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

Draft Environmental Planning Instruments

The following Draft State Environmental Planning Policies (SEPP) apply: Amendments to SEPP (Transport and Infrastructure) 2021 (formerly SEPP (Infrastructure) 2007), SEPP (Housing) 2021, SEPP (Exempt and Complying Development Codes) 2008, and SEPP (Planning Systems) 2021.

Draft Development Control Plans

No draft Development Control Plans apply.

3. Subsection (2.) does not apply in relation to a proposed environmental planning instrument or draft development control plan if—
 - a. it has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
 - b. for a proposed environmental planning instrument—the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

4. In this section—

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2. Zoning and land use under relevant LEPs

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

- (a) The identity of the zone, whether by reference to—
 - (i) a name, such as “Residential Zone” or “Heritage Area” or

- (ii) a number, such as “Zone No 2 (a)”,
- (b) the purposes for which development in the zone—
 - (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

Sutherland Shire Local Environmental Plan 2015
Zone C4 Environmental Living

- (i) Permitted without consent:

Home occupations

- (ii) Permitted with consent:

Bed and breakfast accommodation; Boat sheds; Dwelling houses; Environmental protection works; Flood mitigation works; Health consulting rooms; Home businesses; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Roads; Secondary dwellings; Tank-based aquaculture

- (iii) Prohibited:

Industries; Service stations; Warehouse or distribution centres;

Any other development not specified in item (i) or (ii).

- (c) whether additional permitted uses apply to the land,

Sutherland Shire Local Environmental Plan 2015

Clause 2.5 Additional permitted uses for particular land applies.

Use of certain land in C4 Environmental Living

Development for the purpose of dual occupancies, is permissible with development consent, but only if the area of the lot is equal to or greater than 700 square metres.

- (d) Do development standards apply to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions?

Under Sutherland Shire Local Environmental Plan 2015 there are no relevant development standards for the erection of a dwelling house due to site dimensions.

- (e) Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No

- (f) Is the land in a conservation area, however described?

No

- (g) Is an item of environmental heritage situated on the land, however described?

There is no item of environmental heritage situated on the property.

3. Contribution Plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

* The 2016 Section 7.12 Development Contributions Plan applies to this property (Effective 01/01/17).

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.

No areas within Sutherland Shire are currently part of a special contributions area.

4. Complying Development

- (1) The extent to which the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
 - a. a restriction applies to the land, but it may not apply to all of the land, and
 - b. the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Housing Code

Complying development under this Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones R1, R2, R3, R4 or RU5. Check the zoning on the front of this certificate.)

Housing Alterations Code

Complying development under the Housing Alterations Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Alterations Code

Complying development under the Industrial and Business Alterations Code may only be carried out on that part of the land not affected by a specific land exemption. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Industrial and Business Buildings Code

Complying development under the Industrial and Business Buildings Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones E1, E2, E3, MU1, E4, E5, W4, SP1, SP2, SP3 or SP5. Check the zoning on the front of this certificate.)

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities Code may only be carried out on that part of the land not affected by a specific land exemption. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the

Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Subdivisions Code

Complying development under the Subdivisions Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Rural Housing Code

Complying development under the Rural Housing Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU1, RU2, RU3, RU4, RU6 or R5. Check the zoning on the front of this certificate.)

Low Rise Housing Diversity Code

Complying development under the Low Rise Housing Diversity Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the

following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within, or proposed to be within, the following zones RU5, R1, R2 or R3. Check the zoning on the front of this certificate.)

Green Field Housing Code

Complying development under the Greenfield Housing Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: This code applies to land within the Greenfield Housing Code Area as mapped in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.)

General Development Code

Complying development under the General Development Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying*

Development Codes) 2008.

Demolition Code

Complying development under the Demolition Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Fire Safety Code

Complying development under the Fire Safety Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Inland Code

Complying development under the Inland Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

(Note: This code only applies to local government areas specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. At this time it does not apply to Sutherland Shire.)

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code may only be carried out on that part of the land not affected by specific land exemptions. The land is affected by the following specific land exemptions: The land is an environmentally sensitive area, being land that is partially identified as “coastal wetlands” or “littoral rainforest” on the Coastal Wetlands and Littoral Rainforests Area Map (within the meaning of Chapter 2 of State Environmental Planning Policy (Resilience and Hazards) 2021) or within 100 metres thereof.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

(Note: this code applies only to land within the following zones RU1, RU2, or RU4. Check the zoning on the front of this certificate.)

5. Exempt Development

- (1) The extent to which the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - a. a restriction applies to the land, but it may not apply to all of the land, and
 - b. the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code

Exempt development may be carried out on the land under the General Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Advertising and Signage Exempt Development Code

Exempt development may be carried out on the land under the Advertising and Signage Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Temporary Uses and Structures Exempt Development Code

Exempt development may be carried out on the land under the Temporary Uses and Structures Exempt Development Code.

The code is not varied under Clause 1.12 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. Affected building notices and building product rectification orders

(1) Is council is aware that—

(a) an affected building notice is in force in relation to the land, or
No

(b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
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

Does any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 of this certificate make provision in relation to the acquisition of the land by an authority of the State, as referred to in section 3.15 of the Act?

No

8. Road Widening and Road Realignment

(a) Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

No

(b) Is the land affected by any road widening or road realignment under any environmental planning instrument?

No

(c) Is the land affected by any road widening or road realignment under any resolution of the Council?

No

9. Flood related development controls information

- (1) Is the land or part of the land is within the flood planning area and subject to flood related development controls?

No

- (2) Is 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?

No

- (3) In this clause—

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

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

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

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

- (1) Is 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.

The land has been classified as Class 5 on the Acid Sulfate Soils Maps in the Sutherland Shire Local Environmental Plan 2015. Accordingly the land is subject to the provisions of clause 6.1 which detail the restrictions to works within this Class.

- (2) In this section—

adopted policy means a policy adopted—

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

11. Bush fire prone land

(1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.

(2) If none of the land is bush fire prone land, a statement to that effect.

Is the land bush fire prone?

None of the land is bush fire prone land as defined under the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Does the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division?

No

13. Mine Subsidence

Is the land declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No

14. Paper subdivision information

(1) Is the land subject to any development plan adopted by a relevant authority that—

(a) applies to the land?, or

(b) is proposed to be subject to a ballot?

No

(2) Is the land subject to a subdivision order that applies to the land, and if so what is the date of the order?

No

(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

Has Council been notified that the land is subject to a property vegetation plan which is approved and in force under the *Native Vegetation Act 2003*, Part 4?

No

16. Biodiversity stewardship sites

Has Council been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

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 Part 8 of the *Biodiversity Conservation Act 2016*?

No

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

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

Has Council been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land?

No.

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

(1) If the *Coastal Management Act 2016* applies to the council, has the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works?

The Coastal Management Act 2016 does apply to Sutherland Shire. However, in the LGA there are no properties subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services.

(2) In this section—

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

Under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 is the land—

(a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17?, or

No

(b) shown on the Lighting Intensity and Wind Shear Map?, or

No

(c) shown on the Obstacle Limitation Surface Map?, or
No

(d) in the “public safety area” on the Public Safety Area Map?, or
No

(e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map?
No

Note: *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to any land in Sutherland Shire.

21. Development Consent Conditions for Seniors Housing

If *State Environmental Planning Policy (Housing) 2021*, chapter 3, part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in clause 88 (2) of that Policy?

No

22. Site Compatibility Certificates and Development Consent Conditions for Affordable Rental Housing

(1) Is there is 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 and, if there is a certificate—

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

None found.

(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, section 21(1) or 40(1).

None found.

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

None found.

(4) In this section—
former site compatibility certificate means a site compatibility certificate issued under State Environmental Planning Policy (Affordable Rental Housing) 2009.

Any Other Prescribed Matter

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) Is the land significantly contaminated land within the meaning of that Act?
No
- (b) Is the land subject to a management order within the meaning of that Act?
No
- (c) Is the land the subject of an approved voluntary management proposal within the meaning of that Act?
No
- (d) Is the land subject to an ongoing maintenance order within the meaning of that Act?
No
- (e) Is the land subject of a site audit statement within the meaning of that Act?
No

Additional Information

Council's records indicate that there is no other relevant information in accordance with Section 10.7(5) of the Environmental Planning and Assessment Act, 1979 related to this property. Advice regarding demolition orders should be sought by application for a Division 6.7 Building information certificates.

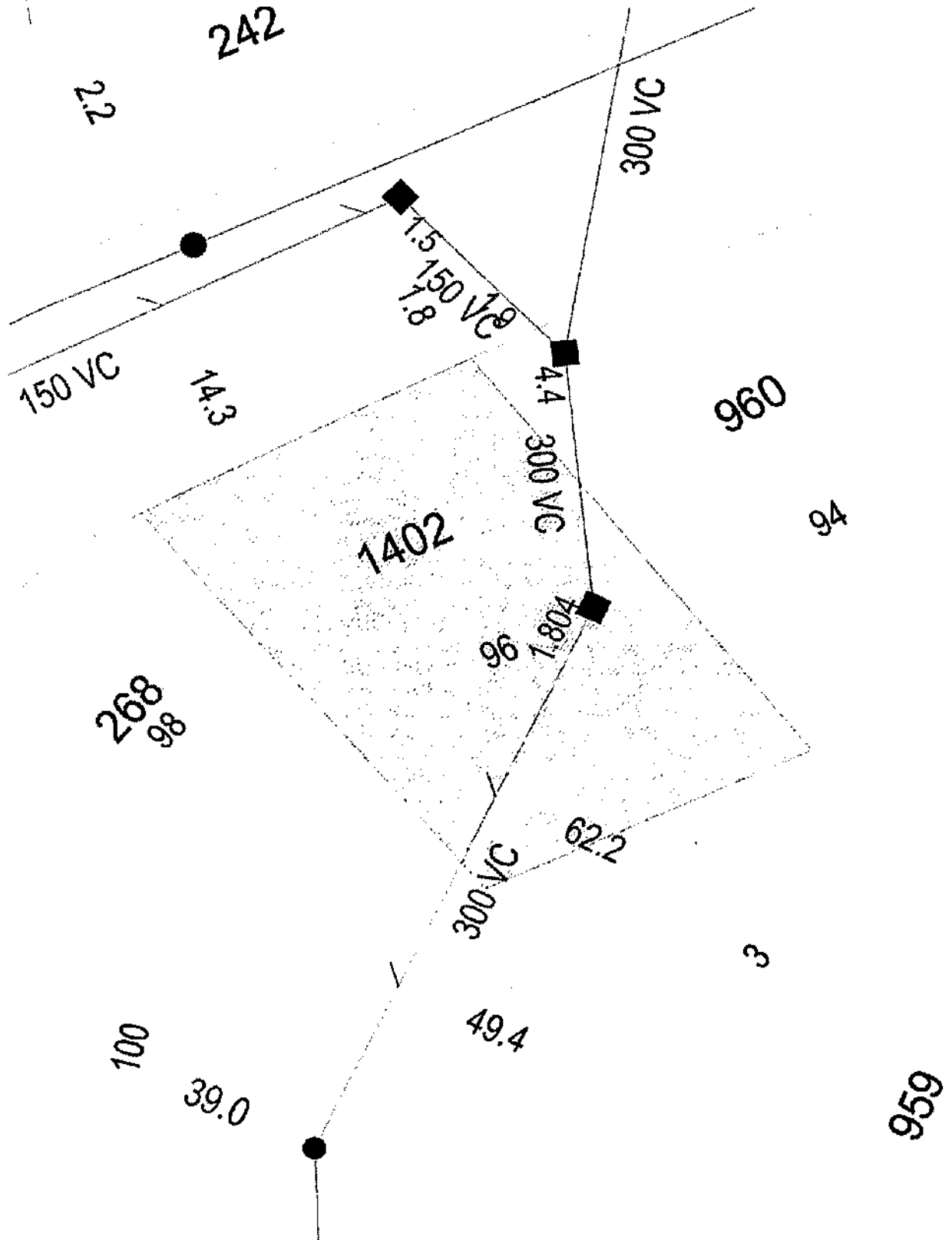
For further information please telephone [02] 9710 0333.

Yours faithfully

A handwritten signature in black ink, consisting of a stylized 'M' followed by a cursive 'C' and a long horizontal stroke.

Mark Carlon
Manager Strategic Planning

Service Location Print
Application Number: 8002044840



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Disclaimer

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

Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text)	225 PVC
Disused Main	
Rising Main	
Maintenance Hole (with upstream depth to Invert)	1.7
Sub-surface chamber	
Maintenance Hole with Overflow chamber	
Ventshaft EDUCT	
Ventshaft INDUCT	
Property Connection Point (with change to downstream MHT)	
Concrete Encased Section	Concrete Encased
Terminal Maintenance Shaft	TMS
Maintenance Shaft	MS
Rodding Point	
Lamphole	
Vertical	VERT
Pumping Station	SPQ882
Sewer Rehabilitation	

Pressure Sewer

Pressure Sewer Main	
Pump Unit (Alarm, Electrical Cable, Pump Unit)	PA
Property Valve Boundary Assembly	
Stop Valve	X
Reducer / Taper	I
Flushing Point	

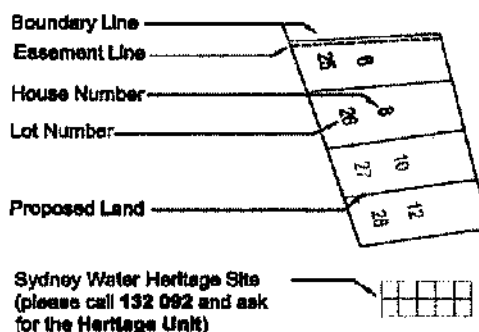
Vacuum Sewer

Pressure Sewer Main	
Division Valve	
Vacuum Chamber	
Clean Out Point	

Stormwater

Stormwater Pipe	
Stormwater Channel	
Stormwater Gully	
Stormwater Maintenance Hole	

Property Details



Water

Water/Main - Potable (with size type text)	200 PVC
Disconnected Main - Potable	
Proposed Main - Potable	
Water Main - Recycled	
Special Supply Conditions - Potable	
Special Supply Conditions - Recycled	
Restrained Joints - Potable	
Restrained Joints - Recycled	
Hydrant	
Maintenance Hole	
Stop Valve	X
Stop Valve with By-pass	
Stop Valve with Tapers	
Closed Stop Valve	
Air Valve	
Valve	
Scour	
Reducer / Taper	I
Vertical Bends	
Reservoir	
Recycled Water is shown as per Potable above. Colour as indicated	

Private Mains

Potable Water Main	
Recycled Water Main	
Sewer Main	
Symbols for Private Mains shown grey	

Disclaimer

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

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
CICL	Cast Iron Cement Lined	CONC	Concrete
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
FL BAR	Forged Locking Bar	GI	Galvanised Iron
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PP	Polypropylene	PVC	Polyvinylchloride
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SS	Stainless Steel	STONE	Stone
WS	Woodstave		

Further Information

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

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

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

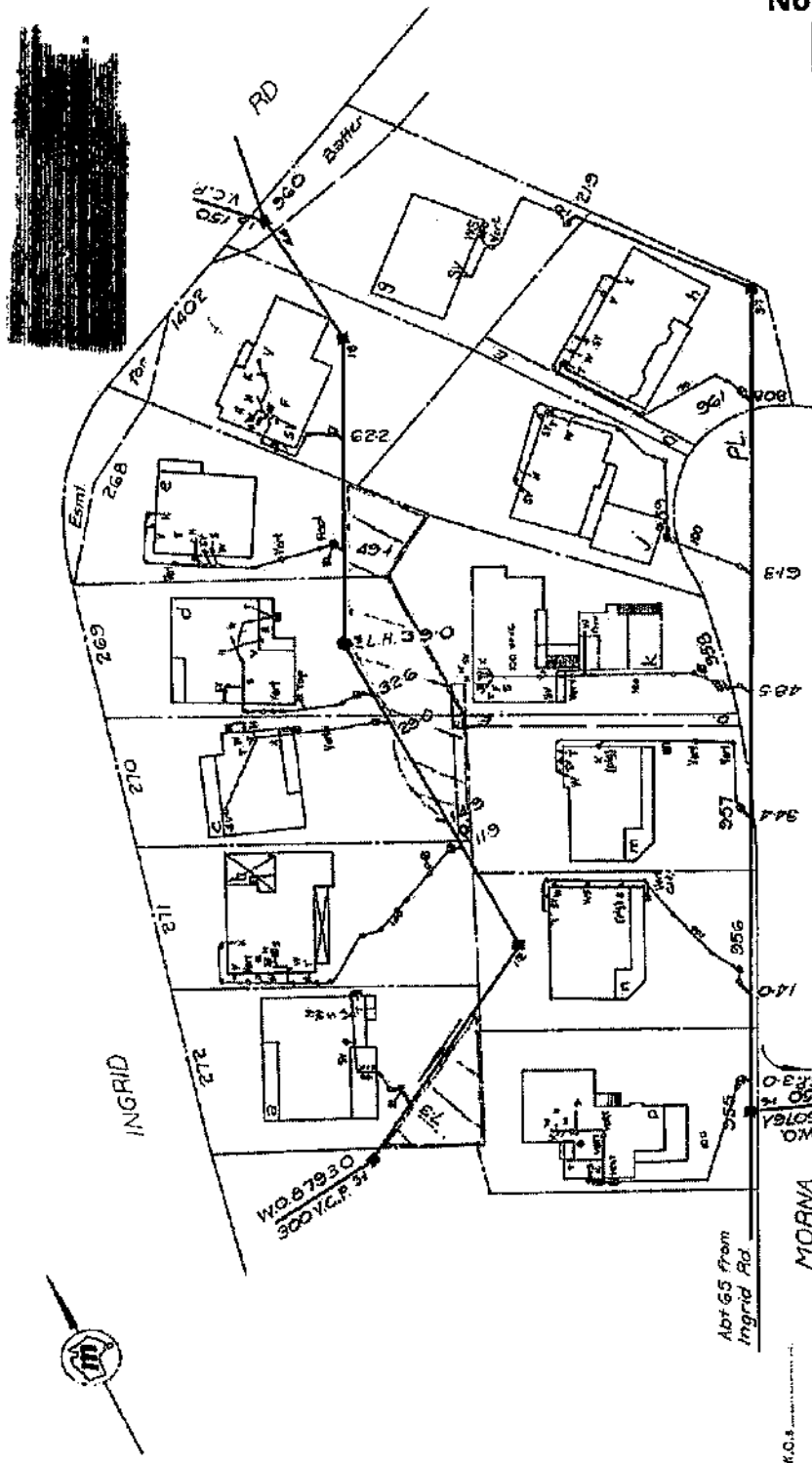
Disclaimer

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Sewer Service Diagram

Application Number: 8002044825

No. 0492526



SEWERAGE SERVICE SHEET Municipality of Sutherland Scale 1:500 Discharges/depths in metres; pipe diameters in millimetres	
M.W.S. & O.B. For House Services Engineer	
SYMBOLS AND ABBREVIATIONS Boundary Trap, Inlet Pipe, Area Flap, Taps, Kitchen Sink, Water Closet, Bath Waste, Handbasin, Shower, Wrough Iron Pipe, Cast Iron Pipe, Floor Waste, Washing Machine, etc.	
PLUMBING Supervised by, Date, etc.	
BRANCH OFFICE Date, Curtail, S.B., R.L., etc.	
DRAINAGE Supervised by, Date, Examined by, Chief Inspector, etc.	

p 10-10-77 m.119-8-76 9 21978 j.261179 k:15-11-84

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.