

# Contract for the sale and purchase of land 2018 edition

| TERM   | MEANING OF TERM   | NSW Duty:   |
|--|---|---|
| vendor's agent                                   |   |   |
| co-agent   |   |   |
| vendor   | <b>Goldmap 3 Pty Ltd ACN 624 827 694</b><br><b>26 Brunette Drive, Castle Hill, NSW 2154</b>   |   |
| vendor's solicitor                               | <b>Nian Ci &amp; Associates</b><br><b>Suite 17, 15-21 Ninth Avenue, CAMPSIE NSW 2194</b><br><b>PO Box 392, CAMPSIE 2194 NSW</b>   | <b>Phone: 02 9789 0889</b><br><b>Fax: 02 9789 0885</b><br><b>Ref: NC:1807200</b><br><b>E:niancicao@yahoo.com.au</b> |
| date for completion                              | <b>See special condition 42</b> (clause 15)   |   |
| land (address, plan details and title reference) | <b>Lot ___/205 Seventh Avenue, Austral, New South Wales 2179</b><br>Unregistered Plan: Lot ___ in an unregistered deposited plan which is part of Lot 986 and Lot 987 in Deposited Plan 2475<br>Folio Identifier: <b>Lot ___ in Part of 986/2475 &amp; 987/2475</b> |   |

improvements ☐ VACANT POSSESSION ☐ subject to existing tenancies

☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space

☐ none ☒ other: **Vacant Land**

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 type="checkbox"/> blinds             | <input type="checkbox"/> dishwasher            | <input type="checkbox"/> light fittings | <input type="checkbox"/> stove                   |
|                       | <input type="checkbox"/> built-in wardrobes | <input type="checkbox"/> fixed floor coverings | <input type="checkbox"/> range hood     | <input type="checkbox"/> pool equipment          |
|                       | <input type="checkbox"/> clothes line       | <input type="checkbox"/> insect screens        | <input type="checkbox"/> solar panels   | <input type="checkbox"/> TV antenna              |
|                       | <input type="checkbox"/> curtains           | <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) |

buyer's agent

**SEE EXECUTION PAGE**

vendor

**GST AMOUNT** (optional)

The price includes

GST of: \$

witness

purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

**Choices**

Vendor agrees to accept a **deposit-bond** (clause 3) ☒ NO ☐ yes  
**Proposed electronic transaction** (clause 30) ☐ no ☒ YES

**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 *RW payment* ☐ NO ☒ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice within 14 days of the contract date.

***RW payment (residential withholding payment) – further details***

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

Supplier's name: **Goldmap 3 Pty Ltd**  
 Supplier's ABN: **73 624 827 694**  
 Supplier's business address: **26 Brunette Drive, Castle Hill, NSW 2154**  
 Supplier's email address: **mw.sydney.au@gmail.com**  
 Supplier's phone number: **02 8850 1961**  
 Supplier's proportion of *RW payment*: **7%**

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

Amount purchaser must pay – price multiplied by the *RW 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

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

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

**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

### **COOLING OFF PERIOD (PURCHASER'S RIGHTS)**

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

### **DISPUTES**

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

### **AUCTIONS**

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

**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:

Australian Taxation Office  
Council  
County Council  
Department of Planning and Environment  
Department of Primary Industries  
East Australian Pipeline Limited  
Electricity and gas  
Land & Housing Corporation  
Local Land Services  
NSW Department of Education

NSW Fair Trading  
NSW Public Works Advisory  
Office of Environment and Heritage  
Owner of adjoining land  
Privacy  
Roads and Maritime Services  
Subsidence Advisory NSW  
Telecommunications  
Transport for NSW  
Water, sewerage or drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.

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

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

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

|                              |  |
|------------------------------|--|
| <i>adjustment date</i>       | the earlier of the giving of possession to the purchaser or completion;  |
| <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>deposit-bond</i>          | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;   |
| <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>document of title</i>     | document relevant to the title or the passing of title;  |
| <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>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>legislation</i>           | an Act or a by-law, ordinance, regulation or rule made under an Act;   |
| <i>normally</i>              | subject to any other provision of this contract;   |
| <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>requisition</i>           | an objection, question or requisition (but the term does not include a claim);   |
| <i>remittance amount</i>     | 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>rescind</i>               | rescind this contract from the beginning;  |
| <i>RW 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>RW rate</i> );  |
| <i>RW rate</i>               | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);   |
| <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"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>                |
| <i>solicitor</i>             | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;  |
| <i>TA Act</i>                | Taxation Administration Act 1953;  |
| <i>terminate</i>             | terminate this contract for breach;  |
| <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 Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008). |

## 2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

### 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

### 4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
  - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

### 5 Requisitions

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

### 6 Error or misdescription

- 6.1 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

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

## 8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
  - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
  - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
  - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
  - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
  - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
    - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
    - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
  - 9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

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

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or *require* the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 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 purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.

## 14 Adjustments

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

## 15 Date for completion

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

**16 Completion****• Vendor**

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.

**• Place for completion**

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

**17 Possession**

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

**18 Possession before completion**

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

## 19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

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

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

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

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

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

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

## 20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

## 21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

## 22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

## 23 Strata or community title

### • Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is not disclosed in this contract; or
  - 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 substantially disadvantages 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 a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

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

**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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

## **25 Qualified title, limited title and old system title**

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

## **26 Crown purchase money**

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

## **27 Consent to transfer**

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



**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 if anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the parties otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –

- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean –

|                                 |   |
|---------------------------------|---|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;  |
| <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>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);   |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;  |
| <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 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>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>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;  |
| <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>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>                 | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <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> .   |

### 31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –

31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and

31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 The purchaser must –

31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;

31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4      serve evidence of receipt of payment of the *remittance amount*.
- 31.3      The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4      If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5      If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

LOTS 101 TO 155 205 SEVENTH AVE AUSTRAL 2719

## **Special Conditions**

Lot\_\_\_/205 Seventh Avenue AUSTRAL NSW 2179

### **32. Vendor's Limited Obligations**

The Purchaser acknowledges and agrees that notwithstanding any other provision of this Contract:

The Vendor has not, and no person on behalf of the Vendor has made any representation or warranty (other than as to title) to the Purchaser as to the subject matter of this Contract or any other matter in connection with the sale.

The Vendor's is obliged to do all things necessary to enable title to the Land to pass to the Purchaser, including the carrying out of any necessary works and registration of the Draft Plan of Subdivision.

### **33. Estate agent**

The Purchaser warrants to the Vendor that it has not been introduced to the Property through or by any Agent other than the estate agent referred to on the front page of this Contract (if any). The Purchaser indemnifies the Vendor against any claim for commission, charges, costs or expenses in relation to the sale of the Property caused by a breach of this warranty. The provisions of this clause shall not merge on completion of this contract.

### **34. Notice to complete**

#### **34.1 Issue of notice**

If completion does not occur on or before 4pm on the completion date as a result of a breach of or default by a party, then the other party may:

- (a) at any time serve a notice requiring completion of this Contract on a specified date (being not less than 14 days after the date of service of that notice)
- (b) specify a time of day between 11am and 4pm as the time for completion, and

- (c) make time of the essence for compliance with the notice. The parties agree that 14 days is a reasonable and proper period to specify in any notice to complete.

### **34.2 Preservation of rights**

The party serving a notice to complete reserves the right to:

- (a) withdraw the notice, and
- (b) issue further notices to complete.

### **34.3 Legal costs**

If the vendor issues a notice to complete, the Purchaser must pay on demand an amount of \$275 (plus GST) for legal costs incurred by the vendor in issuing the notice to complete. The Purchaser must pay these costs to the vendor's conveyancer by a separate settlement cheque at completion. It is an essential term of this Contract that these costs are paid on completion.

## **35. Delay interest**

### **35.1 Payment of interest**

If completion does not occur on or before the completion date, the Purchaser must pay to the Vendor on completion interest calculated daily and compounded on the last day of each month,

- (a) at the rate of 10% per annum, and
- (b) on the purchase price payable under this Contract, in respect of the period commencing on the day following the completion date and ending on completion.

### **35.2 Delay by Vendor**

Subclause 33.1 does not apply in respect to any period during which completion has been delayed due to the fault of the Vendor.

### 35.3 Essential term

The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on completion. It is an essential term of this Contract that the interest due is paid on completion. Interest payable pursuant to this clause is a genuine pre-estimate of the Vendor's loss as a result of the Purchaser's failure to complete on or before the completion date.

### 36. Services

The Vendor warrants that on completion the Property will have the following services available for connection:

- (a) water
- (b) sewer
- (c) electricity, and

Subject to the usual requirements of the relevant service provider. Those services will be taken to be available where they are located in a roadway or adjacent public area.

### 37. Caveats

37.1 The Purchaser shall not lodge, prior to Completion, any caveat or other instrument with respect to the title to the Land or the Property, or any land relating to the Draft Subdivision Plan as referred to in this Contract (an **Affecting Dealing**); at the Land and Property Information - NSW to protect his interests pursuant to this Contract or otherwise.

37.2 If the Purchaser lodges an Affecting Dealing, then the Purchaser hereby irrevocably appoints the Vendor or the Vendor's nominated party as its attorney for the purposes of lodging with the office of Land and Property Information - NSW any document or instrument necessary to remove an Affecting Dealing on the title to the Land, the Property or any land relating to the Draft Subdivision Plan, and any costs incurred by virtue of the Vendor exercising or having exercised on its behalf the right to confer upon the Vendor pursuant to this clause shall be borne by the Purchaser with such costs to be paid to the Vendor on the Completion Date.

### **38. Adjoining land owned by Vendor**

The Purchaser agrees that the Vendor is not obliged to contribute to any fencing work required under section 6 of the *Dividing Fences Act 1991*.

### **39. Sale subject to Approvals**

For the purposes of this clause **Approvals** means any consents, permits, authorities or approvals necessary for the vendor carrying out the development contemplated by this Contract and known as 205 Seventh Avenue AUSTRAL (including consents from Liverpool City Council, Sydney Water Corporation or any other governmental or semi-governmental authority or body).

### **40. Sale subject to subdivision**

#### **40.1 Definitions**

In this Contract:

**Subdivision Plan** means the Subdivision Plan substantially similar to the Draft Subdivision Plan registered at the Office of Land and Property Information - NSW.

**Sunset Date** means 36 months from the date of this Contract.

#### **40.2 Registration of Subdivision Plan**

Completion is subject to and conditional upon registration of the Subdivision Plan. The Vendor must do everything reasonable to have the Subdivision Plan registered before the Sunset Date. If the Subdivision Plan is not registered by the Sunset Date then any party to this Contract may rescind this Contract by written notice to the other.

#### **40.3 Variations to Subdivision Plan**



The Purchaser acknowledges and agrees that the Vendor may make alterations or variations to the Subdivision Plan which are required by local council, the Register General or which the Vendor considers necessary or desirable.

The Purchaser cannot make a claim, objection or requisition or rescind or terminate the Contract or seek to delay completion in respect of any of the following minor variations:

- (a) a variation affecting the area of the land by less than 5%,
- (b) any alternation, addition, variation or deletion required by the local council or the Register General or service provider,
- (c) any change to the lot numbers or configuration of the lots or facilities in the Subdivision Plan other than the Property, or
- (d) any change which does not materially or adversely affect the Property.

If there is a difference between the Draft Subdivision Plan and the Subdivision Plan (other than a Minor Variation) which detrimentally affects the Property to a substantial extent, the Purchaser may only rescind the Contract by serving a notice on the Vendor within 7 days (time of the essence) of the notice that the registration of the Subdivision Plan is served.

The Purchaser acknowledges and agrees that its only right or remedy in respect of a difference between the Draft Subdivision Plan and the Subdivision Plan is the right of rescission in this clause and the Purchaser cannot otherwise make a claim, objection or requisition or rescind or terminate the Contract or seek to delay completion in respect of a difference between the Draft Subdivision Plan and the Subdivision Plan.

#### **40.4 Vendor's right to rescind on requirement for work or expenditure**

If the Liverpool City Council or any other authority imposes a condition to any approval required for the Subdivision plan which requires the Vendor to carry out any works or expend money (other than administrative fees) which the Vendor may be unable or unwilling to do then the Vendor may rescind this contract by serving notice on the Purchaser and the provisions of clause 19 will apply.

#### **41. Council rates, water rates and land tax**

41.1 For the purpose of clause 14, adjustments of council rates, water rates and land tax will be made in the following manner:

- (a) if, on completion, separate assessments for one or more of the following rates and taxes in respect of the Property have not been issued, the adjustments must take place on the basis of following amounts:
  - (i) council rates \$1,500 per annum
  - (ii) water rates \$200 per quarter
  - (iii) land tax \$3,500 per annum
- (b) no regard will be had for the actual assessments issued before completion, and
- (c) no regard will be had for the actual assessments issued after completion, and
- (d) The Vendor must, on or before completion pay:
  - (i) any assessment for council rates
  - (ii) any assessment for water and sewerage rates, and
  - (iii) any assessment for land tax

issued on or before completion of any land which includes the Property either in full or to the extent necessary to free the Property from any charge for payment of rates or land tax.

- (e) The Vendor:
  - (i) is not obliged to remove any charge on the property for any rates, tax or outgoings until completion of this Contract is effected,
  - (ii) is not to be taken to be unable, unready or unwilling to complete this Contract because of the existence of any charge on the Property for any rate, tax or outgoing, and
  - (iii) must serve a notice to complete on the Purchaser despite that at the time the notice is served or at any time after that time, there is a charge on the Property for any rate, tax or outgoing.

## **42. Completion**

The completion date is the date the later of:

- (a) 42 days from the date of the Contract, or
- (b) 21 days after the date the Developer notifies the Purchaser of registration of the Subdivision Plan.

#### **43. Easements/Substation**

Notwithstanding anything elsewhere contained in this Contract for Sale, and subject to Section 52A of the Conveyancing Act, 1919 the Purchaser shall not be entitled to make any objection, requisition or claim by reason of any easement, substation, right of way, covenant or restriction as to user not being an easement, right of way, covenant or restriction as to user affecting the subject property required to be created by any relevant statutory authority or authorities as a condition of the approval of that authority and/or those authorities to the Draft Subdivision Plan and for registration.

#### **44. Extensions of time**

44.1 The Vendor may extend the Sunset Date by not more than 12 months in total where delay in registration of the Subdivision Plan has been caused by matters beyond the control of the Vendor.

44.2 The Purchaser acknowledges that any extension notified by the Vendor (to a maximum time of 12 months) is a fair and reasonable extension of time and the Purchaser cannot make any claim, objection, requisition or terminate this contract or seek to delay completion in respect of any right of extension exercised by the Vendor in accordance with this clause and it is not requested seeking further confirm or agreed by the purchaser.

44.3 If there is a dispute between the Vendor and the Purchaser as to the period of extension of time to be allowed to the Vendor pursuant to this clause, then the surveyor in respect of the project will certify the fair and reasonable extension of time to be allowed and such determination by the said surveyor will bind both the Vendor and the Purchaser.

#### **45. Vendor's Right and Disclosures**

#### 45.1 Deleted

#### 45.2 Vendor Disclose That:

45.2.1 Easements includes substation, restrictions on use or positive covenants may be imposed or required by Council, Service Providers or Competent Authorities which are not disclosed in this Contract; it may be necessary to make changes to the draft documents attached to this Contract to meet the requirements of Council, Service Providers or Competent Authorities; arrangements with Service Providers for the provision of Services to the Development Site may not have been concluded as at the date of this Contract;

45.2.2 The vendor may grant easements includes substation with respect to rights of access, support and provision of Services.

45.3 The Purchaser is taken to have satisfied himself as to all matters referred to in the Draft Subdivision Plan prior to entering into this contract and shall not take any objection nor make any requisition nor claim nor seek to delay completion by virtue of any Act matter or thing shown, referred to or depicted on the Draft Subdivision Plan.

### **46. Amendments to standard conditions**

(a) Printed Condition 4.1 is replaced with

"The purchaser must serve the form of the transfer - within 7 days after the vendor serves notice that the Deposited Plan has been registered".

(b) Printed Condition 7.1.1 is reduced to 1% of the price.

(c) Printed Condition 10.1, line 1 is replaced with:

"The purchaser cannot make a claim, objection or requisition, delay completion or rescind or terminate in respect of:"

(d) The word "substance" is deleted from Printed Condition 10.1.9 and replaced with the word "existence".

(e) Printed Conditions 14.4 are deleted.

(f) The words ", plus another 20% of that fee" are deleted from Printed Condition 16.5;

(g) Printed Condition 19.2.3 is deleted;

(h) Printed Condition 28 is deleted.

## **47. Incapacity**

47.1 If before completion the Purchaser (being an individual):

- (a) dies, or
- (b) loses the capacity to complete this contract, or becomes incapable of managing his affairs, the Vendor may rescind the contract in accordance with clause 19.

47.2 If before completion the Purchaser (being a company):

- (a) resolves to go into liquidation, or
- (b) has an application for its winding up filed, or
- (c) enters into any scheme of arrangement with its creditors, or
- (d) has a liquidator, receiver and manager, official manager, administrator or other statutory officer appointed to it, the Vendor may terminate this contract in accordance with clause 9.

47.3 if before completion the Purchaser (being an individual) becomes or in the reasonable opinion of the Vendor appears to become unable to pay their debts when they become due, then the Vendor is entitled to issue a notice to complete to the Purchaser and, if completion of this contract does not take place in accordance with that notice, to terminate this contract and clause 9 applies.

## **48. GST Withholding**

- (a) The vendor and purchaser acknowledge that the margin scheme does apply to the supply of the real property under this contract;
- (b) The both parties acknowledge that the GST Withholding Amount is due on the date of Completion.
- (c) The purchaser or purchasers' representative shall notify Australia Taxation Office Commissioner by GST property settlement withholding notification within five

5 business day after receiving registration notice. The purchaser or purchasers' representative shall provide the evidence of having lodged a Purchaser Withholding Notification Form with the Commissioner / the GST Withholding payment Notice to vendor;

- (d) The purchaser must agree to authorise vendor to notify Australia Taxation Office by confirming the settlement has occurred.

#### **49. Title particulars**

The Purchaser acknowledges that the Particulars of Title as advised to the Purchaser on notification of registration of the Subdivision Plan is sufficient to enable the Purchaser to prepare the Transfer and the written statement of the Vendor's Title, as referred to in Clause 4 of the Contract, shall be deemed to have been served on the Purchaser as at the date of notification of registration of the Subdivision Plan.

#### **50. Entire Agreement**

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

#### **51. Guarantee**

- (a) If the Purchaser is a corporation (and not listed on any Australian stock exchange) it shall ensure that when the Purchaser enters into this Contract two (2) natural persons or one (1) natural person in the case of a sole director company who are:
- (i) over the age of 18 years
  - (ii) directors and/or substantial shareholders of the Purchaser, and
  - (iii) at least one of whom is ordinarily resident in Australia

execute and deliver to the Vendor's Conveyancer a Guarantee and indemnity in the form required by the Vendor and as tendered to the Purchaser prior to the date of this Contract. In this respect time is of the essence.

- (b) If the provisions of this clause are not complied with this clause is, at the election of the Vendor (but not the Purchaser) able to be terminated by the Vendor by virtue of default by the Purchaser in ensuring the giving of guarantees in accordance with the provisions of this clause.

## **52. Deposit**

- (a) The vendor may in its sole discretion to authorise and direct the Deposit holder to invest the deposit in an interest bearing account with a financial institution selected by the Deposit holder.
- (b) The purchaser must provide the Deposit holder with the purchaser's tax file number on or before exchange.
- (c) The purchaser must provide the Deposit holder with any other information or assistance necessary for the purposes of the investment of the deposit. If the purchaser fails to do so within 3 Business Day after the date of this Contract (and in respect time is of the essence) then, despite any other provision in this Contract to the contrary, all tax withheld by the financial institution on the interest earned on the deposit will be deducted from the purchaser's proportion of the interest earned.
- (d) If the Contract:
  - (i) is properly terminated, the party that properly terminates the Contract is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the Deposit holder to release the deposit and any interest earned on the investment of the deposit to the party that properly terminates the Contract; or
  - (ii) is rescinded on account of breach by the vendor, the purchaser is entitled to the deposit and any interest earned on the investment of the deposit and the parties authorise the Deposit holder to release the deposit and any interest earned on the investment of the deposit to the purchaser.
- (e) If paragraphs (d) and do not apply, on completion each party becomes entitled to a half-share of the interest earned on the investment of the deposit and the parties authorise the Deposit holder to release a half share of interest earned on the deposit to both the purchaser and the vendor.
- (f) The parties authorise the Deposit holder to deduct its reasonable administrative costs of investing and redeeming the deposit from the interest accrued on the deposit.

- (g) The parties agree to indemnify the Deposit holder for the costs of preparing and lodging any income tax return required in respect of the investment of the deposit and authorise the Deposit holder to deduct those costs from the interest earned on the deposit.
- (h) The Deposit holder has no obligation to invest the deposit:
- (i) until the purchaser gives the Deposit holder its tax file number (unless the purchaser is a Foreign Person) and, if the purchaser fails to provide its tax file number within 3 Business Days after the date of this Contract, it has no entitlement to interest earned on the deposit (see paragraph (c));
- (ii) unless the deposit is equal to a minimum of 10% of the purchase price;
- (iii) until the whole of the deposit is paid;
- (iv) if the settlement date is anticipated to be less than 90 days after the Contract date; or
- (v) if the purchaser has notified the vendor that it intends to substitute a cash deposit with a Bank Guarantee in accordance with the terms of this Contract.
- (j) The parties agree that the Deposit holder may terminate the investment of the deposit at any reasonable time prior to completion of this Contract, so that the deposit and accrued interest will be available at completion or as soon as reasonably practicable after completion. At no time is the vendor or the purchaser entitled to receive any of the interest earned on the investment of the deposit before this Contract is completed or terminated.
- (k) The Deposit holder is not liable to the vendor or purchaser for loss of interest on the deposit, however occurring (other than by reason of fraud).

### **53. Vendor Statement**

The fill soil will be completed in accordance with the following earthworks guidance and specifications;

- (a) Australia Standards (AS) 3798-2007 Guidelines on earthworks for commercial and residential developments with level 2 certificate.
- (b) Liverpool City Council Works Specification.
- (c) Vendor is agree to provide an engineering certificate for the work to purchaser under purchaser's request.



#### **54. Right to Change Documents**

- (a) Notwithstanding any other provision of this Contract, the Vendor may up to the time of completion to alter or vary a draft document or plan annexed to this Contract.
- (b) If such an alteration or variation was contained in the final document or plan and the Purchaser would otherwise have had a right to rescind the Contract as a result of any such alteration or variation is substantial, then the Purchaser must exercise that right of rescission by notice in writing to the Vendor within 7 days of being notified by the Vendor of such alteration or variation, or 7 days of being notified of the registration of such document by the Land and Property Management Authority, whichever is the earlier, in which respect time is of the essence, whereupon the provisions of clause 19 hereof will apply
- (c) If this right of rescission is not exercised during the rescission period, this Contract becomes binding in all aspects as though the right of rescission has not been included in this Contract in which respect time is of the essence.

#### **55. No Representations**

(a) Subject to the provisions of Section 52A of the Conveyancing Act, 1919, as amended, it is hereby agreed and declared that the Purchaser has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on his behalf, other than as is set forth in this Contract.

(b) Without limiting the generality of clause 55(a), the Purchaser represents and warrants that in entering into this Contract:

(i) He has not entered into this Contract as a result of any representation, whether oral or in writing, by the Vendor or anyone on

the Vendor's behalf, except as provided in this Contract;

(ii) He has relied entirely on his own enquiries relating to the property prior to entering into this Contract including the obtaining of independent legal advice and he has satisfied himself as to the obligations and rights of the Purchaser under this Contract.

#### **56. Service by Fax/Email**

In addition to the provisions of Clause 20 of this Contract, service of any notice or document under or relating to this Contract may be effected and shall be sufficient service on a party and that party's solicitor or conveyancer:

- (a) if addressed to that party or to that party's solicitor at the respective addresses set out in this Contract and posted by ordinary pre-paid post and such notice or document shall be deemed to have been received by that party or that party's solicitor on the second business day following the date of posting.
- (b) if sent by facsimile transmission to the address shown on the letterhead or elsewhere of that party and/or that party's solicitor as being set aside for the transmission of or receipt of facsimile transmissions.
- (c) any notice validly given by facsimile transmission in accordance with subclause 54 (b) of this Clause, in the absence of proof to the contrary, shall be deemed to have been received by the party to whom it was sent on the date of dispatch provided that:
  - (i) the recipient's acknowledgment of receipt appears on the sender's copy of the notice, or on the activity record print out of the sender's machine, or the activity record print out of the sender's machine shows a successful transmission of any appropriate size document to the recipient's facsimile machine on the date indicated in the print out; and
  - (ii) if the time of dispatch is later than 5.00 pm in the place to which such facsimile transmission is sent it shall be deemed to have been received at the commencement of business on the next business day in that place.

## **57. FIRB**

- (a) The Purchaser represent and warrants that the purchaser has made and obtained all necessary enquiries and advice and is satisfied that the purchaser can purchase the land under FIRB;
- (b) Purchaser warrants that to the vendor that the purchaser can purchase the property under FIRB registration and regulations and acknowledges that the vendor relies on purchaser's warranty. The purchaser's warranty is an essential term of this contract;
- (c) The purchaser indemnifies the vendor in respect of any loss, damages, liability or costs suffered or incurred by the vendor arising from a breach of the purchaser's warranty in this clause.

## **58. Requisitions**

Notwithstanding any provision of this contract or any rule of law or equity to the contrary, the Purchaser is not entitled to raise any requisitions on title (whether pursuant to clause 5 of this contract or otherwise) except with respect to issues and matters arising directly from any certificates or enquiries obtained by the Purchaser's legal representative. The purchaser shall only be entitled to serve general requisitions as the form attached to the contract

By way of clarification, the Purchaser is not entitled to raise any general requisitions on title whatsoever.

## **59. Conflict**

In case of any conflict between the clauses of the contract and the Special Conditions, the Special Conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provisions shall be severed for this contract and such remaining provisions shall remain in full.

## EXECUTION PAGE

**EXECUTED** as an agreement

Executed by Goldmap 3 Pty Ltd)  
(ACN 612 663 626) )  
in accordance with Section 127 )  
of the Corporations Act 2001 : )

---

Signature of Director/Secretary

---

Signature of Sole Director/Secretary

XINYONG WANG

---

Name of Director/Secretary

---

Name of Sloe Director/Secretary

SIGNED by the Purchaser (individual)  
in the presence of: )

---

Signature of Witness

---

Signature of purchaser

---

Name of Witness (please print)

---

Name of purchaser (please print)

---

Signature of Witness

---

Signature of purchaser

---

Name of Witness (please print)

---

Name of purchaser (please print)

SIGNED by the Purchaser (company))  
in the presence of: )

---

Signature of Director

---

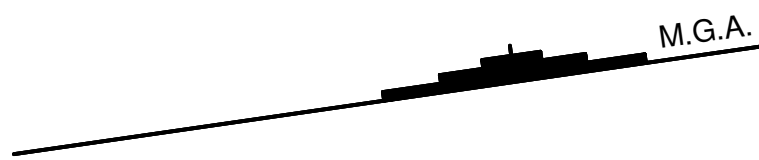
Signature of Director / Secretary

---

Name of Director

---

Name of Director / Secretary



997  
D.P. 2475

1  
2  
D. P. 1 2 4 0 6 6 2

CONTOUR  
STREET

12

13

14

15

16

17

18

19

TOTAL SITE AREA - 2.428 ha

SURVEY COUNTOUR INTERVAL 0.5m

ORIGIN OF LEVELS - SSM PM43328 R.L. 65.497m A.H.D.

SEVENTH  
AVENUE

SEVENTH  
AVENUE

FOURTH  
AVENUE

(20.115 WIDE)

(D.A. 963/12017)

D.P. 2475



ABT. 150 TO EIGHTH AVENUE



P. S. GRAHAM & ASSOCIATES

REGISTERED SURVEYORS CONSULTING ENGINEERS TOWN PLANNERS  
OFFICE 4, GROUND FLOOR 319 GEORGE STREET  
295 - 299 PENNANT HILLS ROAD PROJECT MANAGEMENT WINDSOR NSW 2756  
THORNLEIGH NSW 2120 ALL CORRESPONDENCE TO (02) 4577 3263  
(02) 9484 5121 (02) 9481 8408 P.O. BOX 263 BEECROFT NSW 2119 email: psgraham.com.au

Notes:-

- This Detail Survey is not a "survey" as defined by the Surveying & Spatial Information Regulation 2012. If any further construction is planned, it would be advisable that boundaries be marked on the ground prior to construction.
- No investigation has been made of underground services on and adjacent to the subject land. Please contact the necessary authority prior to commencing works

3. Tree positions and sizes shown are estimated.

4. This drawing is subject to copyright. It must not be produced in whole or part without prior written consent of P. S. GRAHAM & ASSOCIATES.

5. DIAL 1100 BEFORE YOU DIG for location of services.

PLAN OF PROPOSED SUBDIVISION OF  
LOTS 986 & 987 IN D.P. 2475  
205 SEVENTH AVE & 130 FOURTH AVE - AUSTRAL

LGA : LIVERPOOL  
DATUM: A.H.D.

DATE: 30-07-18  
CAD: S15584

NOTE  
DIMENSIONS AND AREAS ARE  
SUBJECT TO FINAL SURVEY

SCALE: 1:400

SHEET 1 OF 1

REF.No. S.15584 SP



## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 986/2475

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| 23/5/2019   | 4:56 PM | 5          | 23/5/2019 |

LAND

LOT 986 IN DEPOSITED PLAN 2475  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP2475

FIRST SCHEDULE

GOLDMAP 3 PTY LTD

(T AP233074)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Copyright © Office of the Registrar-General 2019  
Received: 23/05/2019 16:56:18





## Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 987/2475

| SEARCH DATE | TIME    | EDITION NO | DATE      |
|-------------|---------|------------|-----------|
| 23/5/2019   | 4:57 PM | 5          | 23/5/2019 |

LAND

LOT 987 IN DEPOSITED PLAN 2475  
LOCAL GOVERNMENT AREA LIVERPOOL  
PARISH OF CABRAMATTA COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP2475

FIRST SCHEDULE

GOLDMAP 3 PTY LTD

(T AP233074)

SECOND SCHEDULE (1 NOTIFICATION)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Copyright © Office of the Registrar-General 2019  
Received: 23/05/2019 16:57:16

L.G.A. LIVERPOOL

DP 2475

# PLAN OF HOXTON PARK

PARISH OF CABRAMATTA COUNTY OF CUMBERLAND

2475

Scale 10 Chains to 1 Inch

1. 800ac. Grant to Thomas Sterry (Antes 13<sup>th</sup> January 1816)
2. 360ac. " " James Foster " " "
3. 400ac. " " Edward Gray " " "
4. 800ac. " " James Williamson " " "
5. 550ac. " " Matthew Parr " " "
6. 700ac. " " Thomas Carne 31<sup>st</sup> August 1819
7. 300ac. " " George Williams " " "
8. 100ac. " " James Stuart " " "
9. 60ac. " " James Wilbow Ind " " "

Vol 37060/114

DAMAGED ORIGINAL  
ENHANCED COPY IS  
BEST AVAILABLE.

"Horningssea Park"

Captain Lyons.

(Owner & Occupier)

COPY MADE

EXAMINED



Magnetic

Meridian

— MERIDIAN OBSERVATION —

| STAR.        | LATITUDE.  | MAG. BEAR. | ALTITUDE. | DECLINATION. | VARIATION. | DATE OF OBSER.            |
|--------------|------------|------------|-----------|--------------|------------|---------------------------|
| A: CENTAURI. | 34° SOUTH. | 134° 02'.  | 46° 55'.  | 60° 22' S.   | 9° 26' E.  | 20 <sup>th</sup> MAY 1887 |

DP 2475

"Cow-di-knives"

T.L. Peate

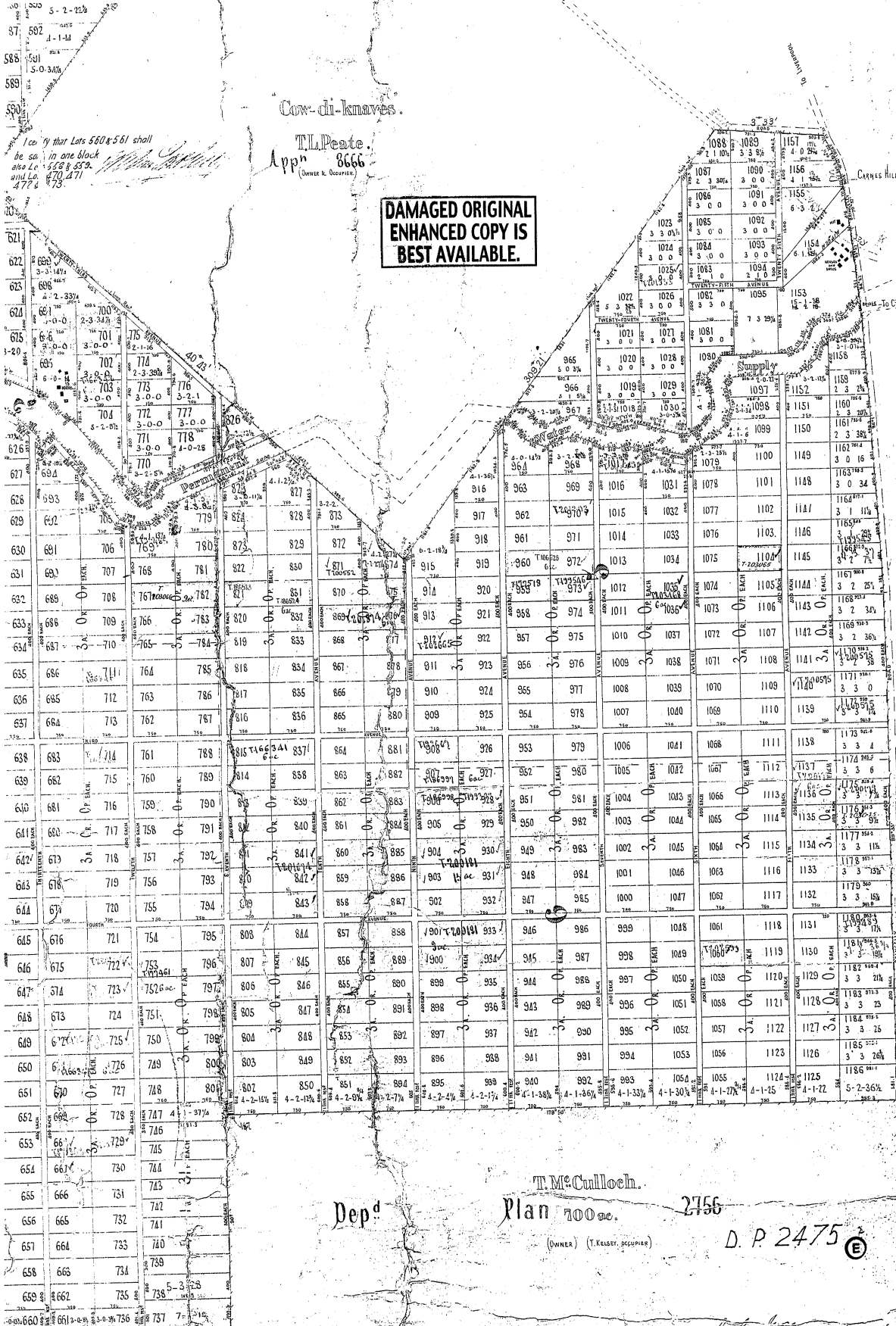
App<sup>r</sup> 8666

(Owner & Occupier)

Let<sup>r</sup> that Lots 560 & 561 shall  
be so in one block  
and Lot 558 & 559  
and Lot 570 & 571  
4774

CARNES HILL

WIND - TO CUMBERLAND



DP 2475

PLAN OF HOX

PARISH CABRAMATTA

Scale 10Chai

1. 800 ac. Grant to Thomas Storro
2. 300 ac. " " James Postle
3. 400 ac. " " Edward Grou
4. 800 ac. " " James Williams
5. 550 ac. " " Matthew Rear
6. 700 ac. " " Thomas Burne
7. 300 ac. " " George William
8. 100 ac. " " James Stuart
9. 60 ac. " " James Wilkes

Horsingsea Park.  
 Captain Lyons.  
 (owner & occupier)

BOX  
 EXA



DAMAGED ORIGINAL  
 ENHANCED COPY IS  
 BEST AVAILABLE.

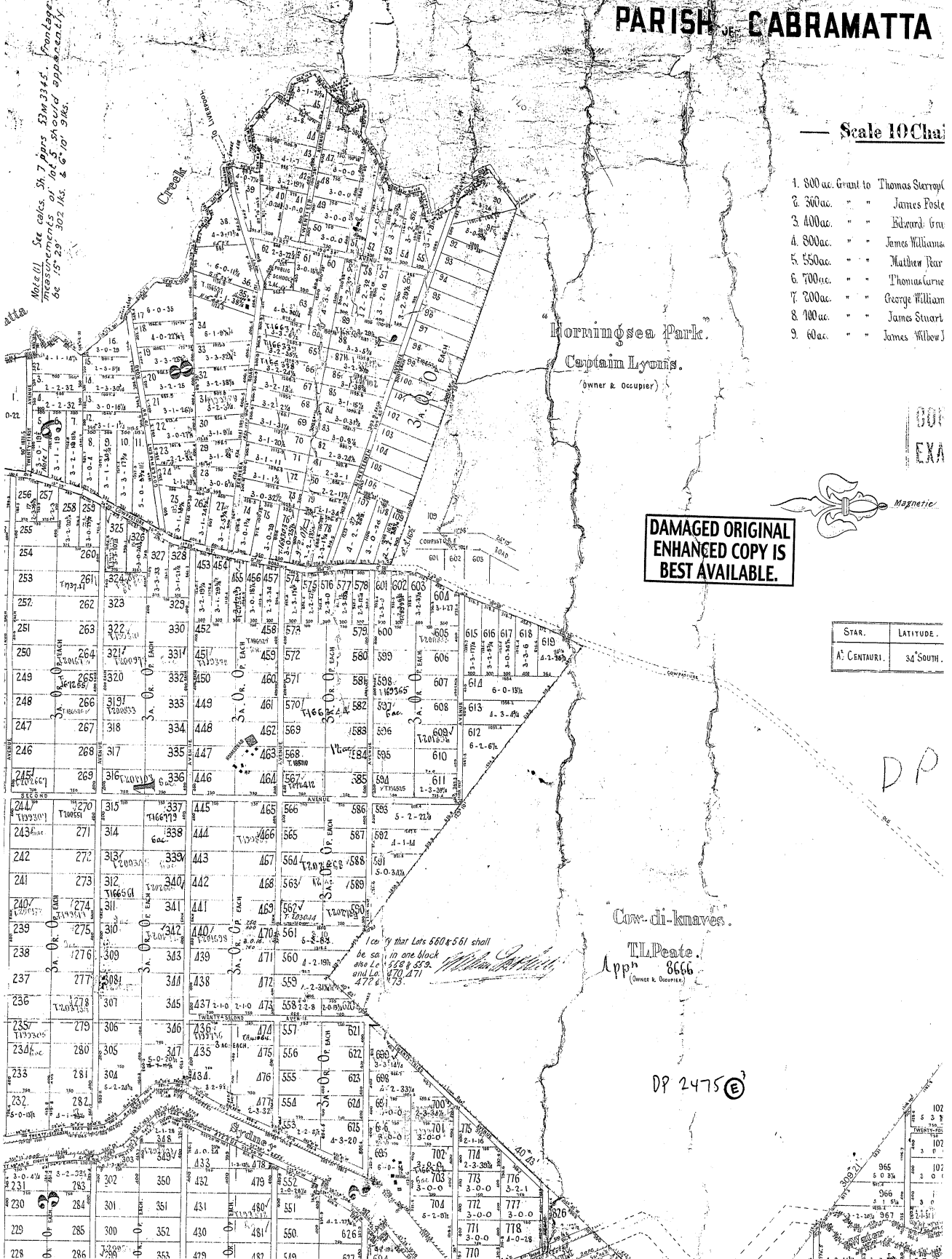
| STAR.        | LATITUDE.  |
|--------------|------------|
| A. CENTAURI. | 34° SOUTH. |

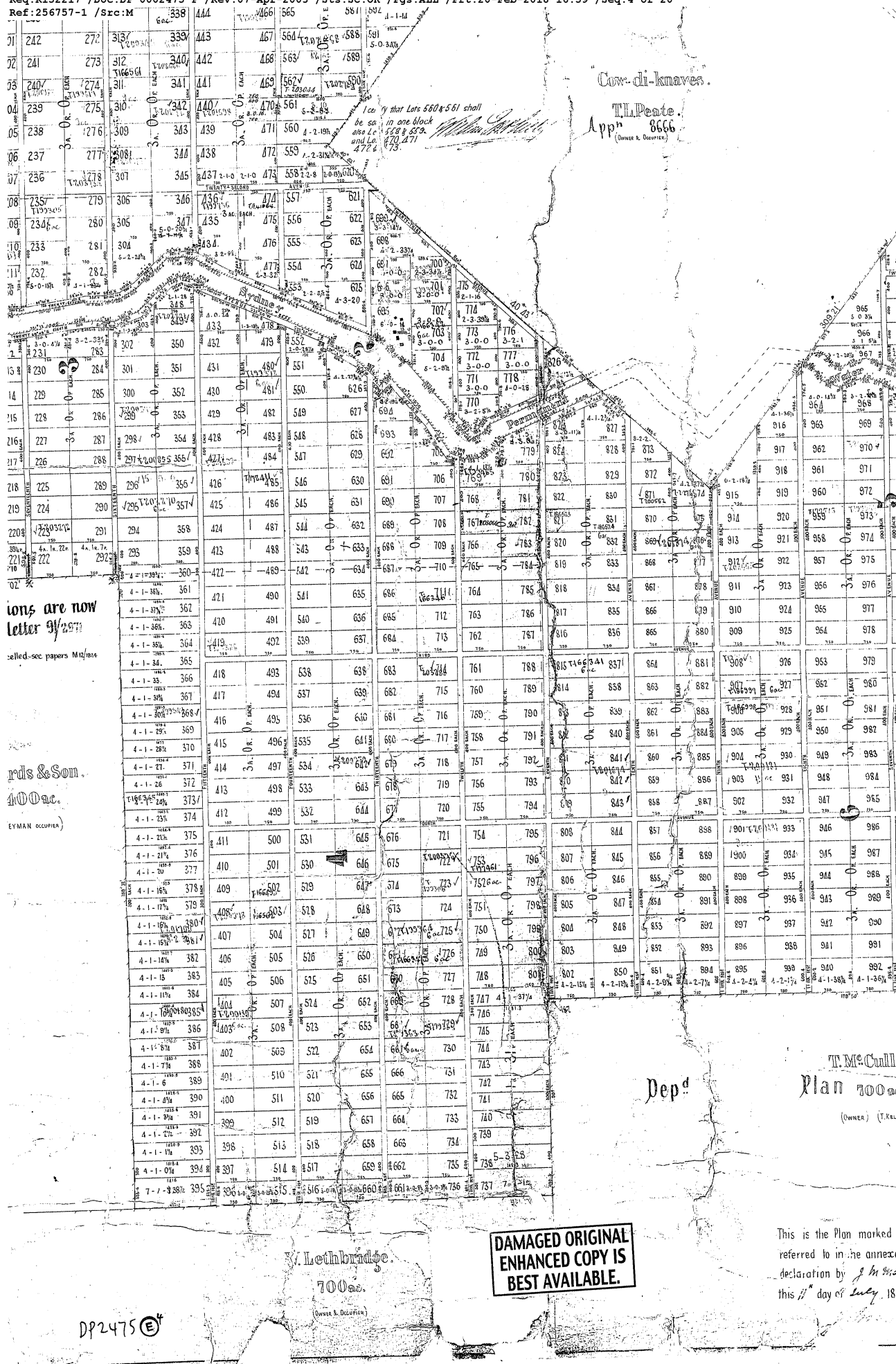
DP

Cow-di-knaves.

T.L. Pente.  
 Appr 8666  
 (James & Occupier)

DP 2475 (E)





Cow di-knives.

T.M. Peate.  
Appr 8666  
(Owner & Occupier)

ions are now  
letter of 25/7/1911

celled-see papers M12/824

rd's & Son

400ac.

BYMAN OCCUPIER)

Depd

T.M. Cullin  
Plan 700ac

(OWNER & OCCUPIER)

DAMAGED ORIGINAL  
ENHANCED COPY IS  
BEST AVAILABLE.

This is the Plan marked "  
referred to in the annexed  
declaration by J.M. Mac  
this 11th day of July, 188

W. Lethbridge.  
700ac.  
(Owner & Occupier)

DP2475 (E)

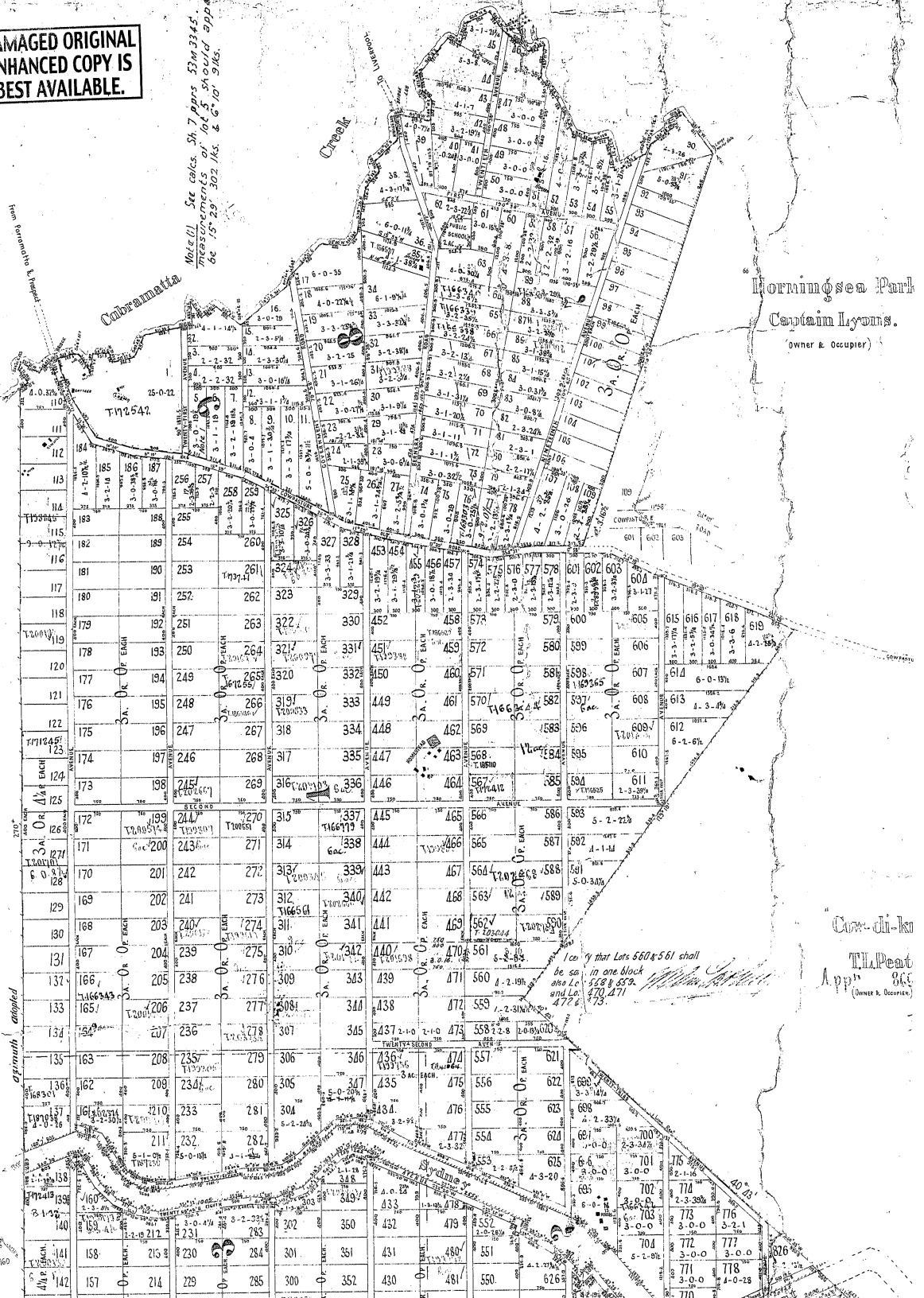


23.4.90 D.P. 24750

DAMAGED ORIGINAL  
ENHANCED COPY IS  
BEST AVAILABLE.

Note: See calls, Sh. 7 pgs 53M 3345. Frontage  
measurements of lot 5 should apparently  
be 15'-29" 302 lks. & 6'-10" 9 lks.

PARISH



H FIRTH 2000 ACRES

T.L. Peat  
App<sup>n</sup> 866  
(OWNER & OCCUPIER)

D.P. 2475

All Resv<sup>ns</sup> one link wide are cancelled - see papers M12/1804

400ac.  
WEYMAN OCCUPIER

D. P. 2475 (E)

Dep<sup>d</sup>

W. Lethbridge

1700

OWNER & DESIGNER



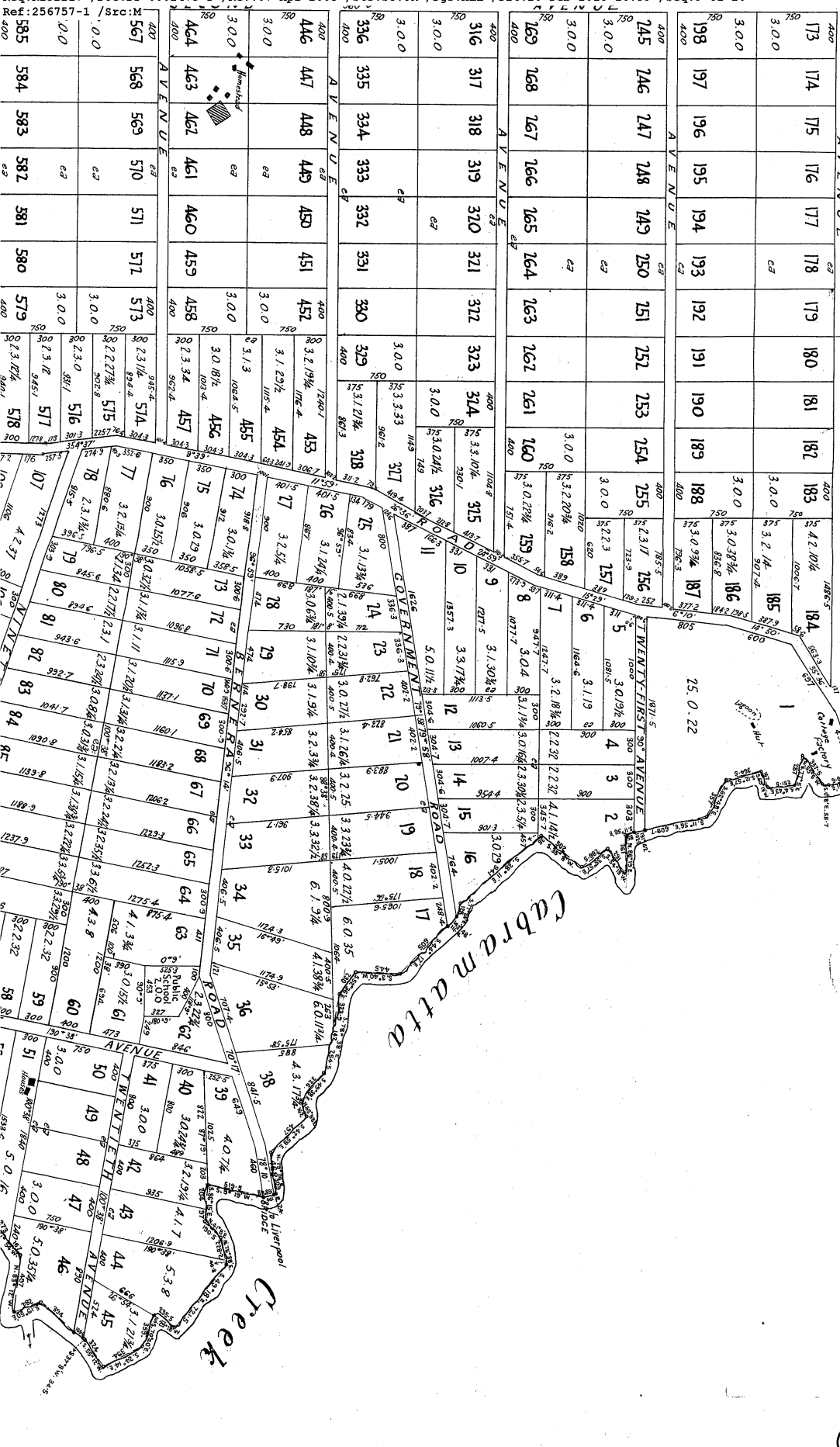




HINBROOK

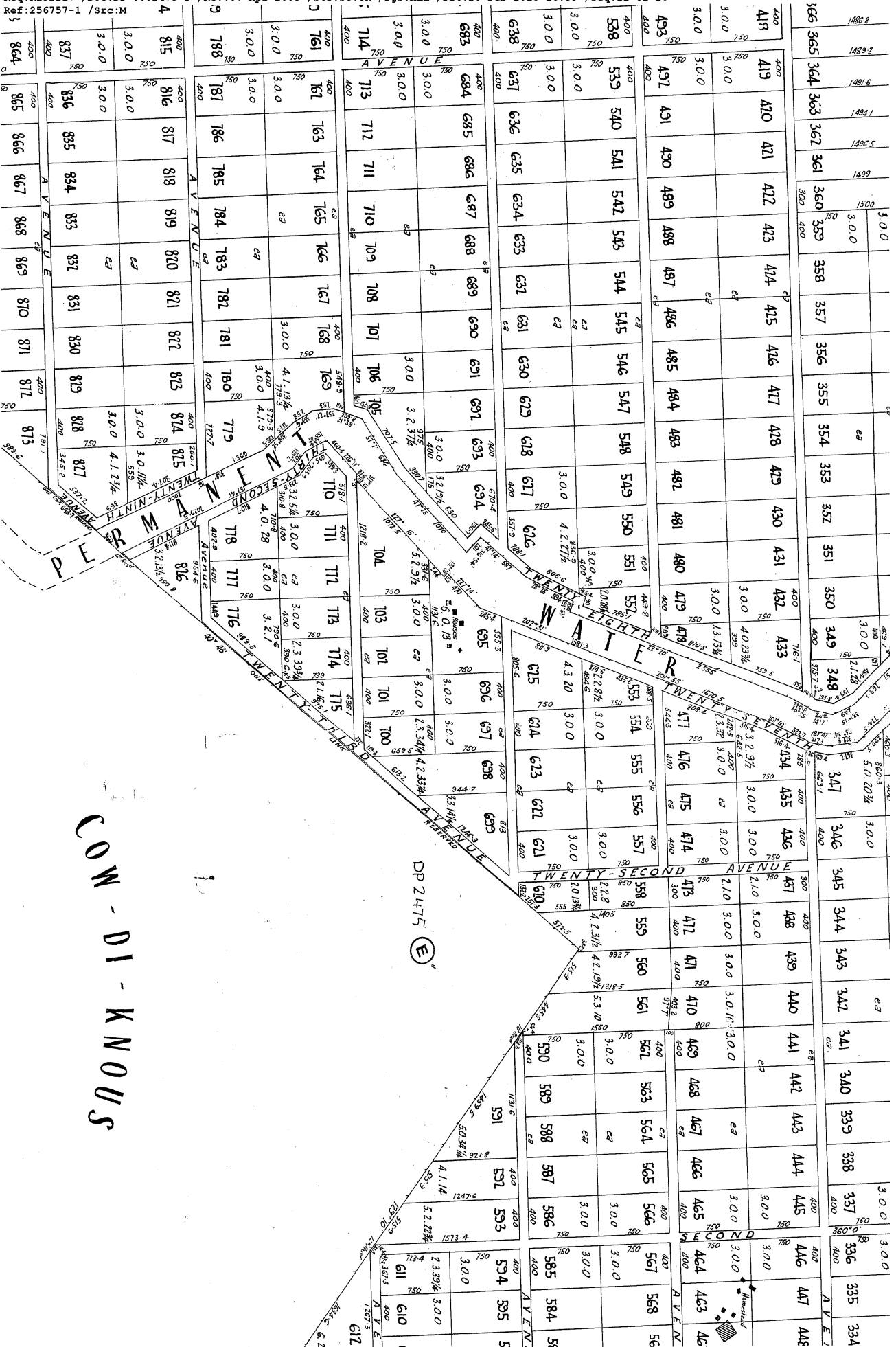
Standard Tracing of DP2475

E



W. Leithbridge Owner & Occupier 700 ac.

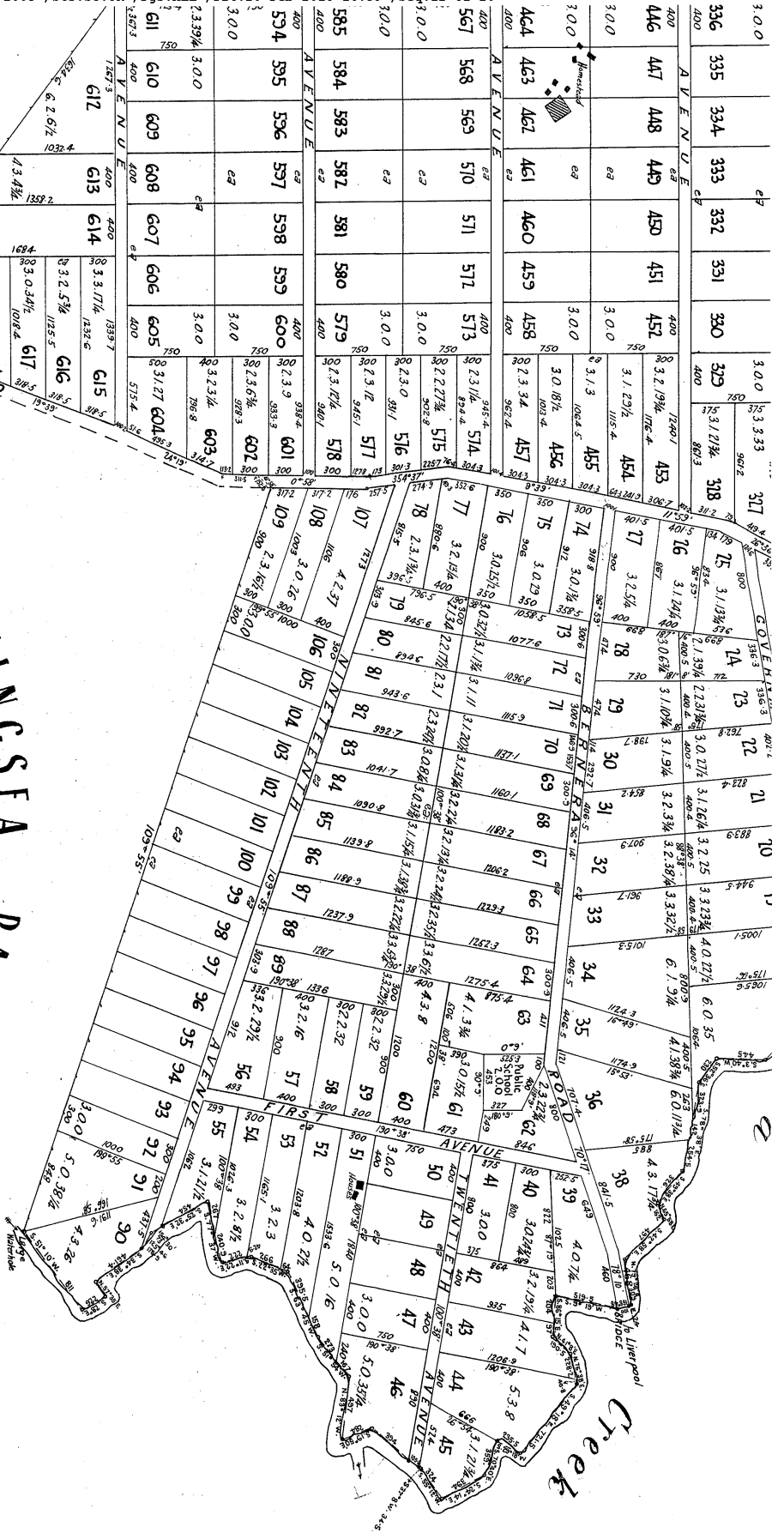
|       |     |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |       |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|-------|-----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 533.6 | 300 | 410.6 | 412.4 | 413.3 | 414.4 | 415.6 | 416.4 | 417.4 | 418.4 | 419.4 | 420.4 | 421.4 | 422.4 | 423.4 | 424.4 | 425.4 | 426.4 | 427.4 | 428.4 | 429.4 | 430.4 | 431.4 | 432.4 | 433.4 | 434.4 | 435.4 | 436.4 | 437.4 | 438.4 | 439.4 | 440.4 | 441.4 | 442.4 | 443.4 | 444.4 | 445.4 | 446.4 | 447.4 | 448.4 | 449.4 | 450.4 | 451.4 | 452.4 | 453.4 | 454.4 | 455.4 | 456.4 | 457.4 | 458.4 | 459.4 | 460.4 | 461.4 | 462.4 | 463.4 | 464.4 | 465.4 | 466.4 | 467.4 | 468.4 | 469.4 | 470.4 | 471.4 | 472.4 | 473.4 | 474.4 | 475.4 | 476.4 | 477.4 | 478.4 | 479.4 | 480.4 | 481.4 | 482.4 | 483.4 | 484.4 | 485.4 | 486.4 | 487.4 | 488.4 | 489.4 | 490.4 | 491.4 | 492.4 | 493.4 | 494.4 | 495.4 | 496.4 | 497.4 | 498.4 | 499.4 | 500.4 | 501.4 | 502.4 | 503.4 | 504.4 | 505.4 | 506.4 | 507.4 | 508.4 | 509.4 | 510.4 | 511.4 | 512.4 | 513.4 | 514.4 | 515.4 | 516.4 | 517.4 | 518.4 | 519.4 | 520.4 | 521.4 | 522.4 | 523.4 | 524.4 | 525.4 | 526.4 | 527.4 | 528.4 | 529.4 | 530.4 | 531.4 | 532.4 | 533.4 | 534.4 | 535.4 | 536.4 | 537.4 | 538.4 | 539.4 | 540.4 | 541.4 | 542.4 | 543.4 | 544.4 | 545.4 | 546.4 | 547.4 | 548.4 | 549.4 | 550.4 | 551.4 | 552.4 | 553.4 | 554.4 | 555.4 | 556.4 | 557.4 | 558.4 | 559.4 | 560.4 | 561.4 | 562.4 | 563.4 | 564.4 | 565.4 | 566.4 | 567.4 | 568.4 | 569.4 | 570.4 | 571.4 | 572.4 | 573.4 | 574.4 | 575.4 | 576.4 | 577.4 | 578.4 | 579.4 | 580.4 | 581.4 | 582.4 | 583.4 | 584.4 | 585.4 | 586.4 | 587.4 | 588.4 | 589.4 | 590.4 | 591.4 | 592.4 | 593.4 | 594.4 | 595.4 | 596.4 | 597.4 | 598.4 | 599.4 | 600.4 | 601.4 | 602.4 | 603.4 | 604.4 | 605.4 | 606.4 | 607.4 | 608.4 | 609.4 | 610.4 | 611.4 | 612.4 | 613.4 | 614.4 | 615.4 | 616.4 | 617.4 | 618.4 | 619.4 | 620.4 | 621.4 | 622.4 | 623.4 | 624.4 | 625.4 | 626.4 | 627.4 | 628.4 | 629.4 | 630.4 | 631.4 | 632.4 | 633.4 | 634.4 | 635.4 | 636.4 | 637.4 | 638.4 | 639.4 | 640.4 | 641.4 | 642.4 | 643.4 | 644.4 | 645.4 | 646.4 | 647.4 | 648.4 | 649.4 | 650.4 | 651.4 | 652.4 | 653.4 | 654.4 | 655.4 | 656.4 | 657.4 | 658.4 | 659.4 | 660.4 | 661.4 | 662.4 | 663.4 | 664.4 | 665.4 | 666.4 | 667.4 | 668.4 | 669.4 | 670.4 | 671.4 | 672.4 | 673.4 | 674.4 | 675.4 | 676.4 | 677.4 | 678.4 | 679.4 | 680.4 | 681.4 | 682.4 | 683.4 | 684.4 | 685.4 | 686.4 | 687.4 | 688.4 | 689.4 | 690.4 | 691.4 | 692.4 | 693.4 | 694.4 | 695.4 | 696.4 | 697.4 | 698.4 | 699.4 | 700.4 | 701.4 | 702.4 | 703.4 | 704.4 | 705.4 | 706.4 | 707.4 | 708.4 | 709.4 | 710.4 | 711.4 | 712.4 | 713.4 | 714.4 | 715.4 | 716.4 | 717.4 | 718.4 | 719.4 | 720.4 | 721.4 | 722.4 | 723.4 | 724.4 | 725.4 | 726.4 | 727.4 | 728.4 | 729.4 | 730.4 | 731.4 | 732.4 | 733.4 | 734.4 | 735.4 | 736.4 | 737.4 | 738.4 | 739.4 | 740.4 | 741.4 | 742.4 | 743.4 | 744.4 | 745.4 | 746.4 | 747.4 | 748.4 | 749.4 | 750.4 | 751.4 | 752.4 | 753.4 | 754.4 | 755.4 | 756.4 | 757.4 | 758.4 | 759.4 | 760.4 | 761.4 | 762.4 | 763.4 | 764.4 | 765.4 | 766.4 | 767.4 | 768.4 | 769.4 | 770.4 | 771.4 | 772.4 | 773.4 | 774.4 | 775.4 | 776.4 | 777.4 | 778.4 | 779.4 | 780.4 | 781.4 | 782.4 | 783.4 | 784.4 | 785.4 | 786.4 | 787.4 | 788.4 | 789.4 | 790.4 | 791.4 | 792.4 | 793.4 | 794.4 | 795.4 | 796.4 | 797.4 | 798.4 | 799.4 | 800.4 | 801.4 | 802.4 | 803.4 | 804.4 | 805.4 | 806.4 | 807.4 | 808.4 | 809.4 | 810.4 | 811.4 | 812.4 | 813.4 | 814.4 | 815.4 | 816.4 | 817.4 | 818.4 | 819.4 | 820.4 | 821.4 | 822.4 | 823.4 | 824.4 | 825.4 | 826.4 | 827.4 | 828.4 | 829.4 | 830.4 | 831.4 | 832.4 | 833.4 | 834.4 | 835.4 | 836.4 | 837.4 | 838.4 | 839.4 | 840.4 | 841.4 | 842.4 | 843.4 | 844.4 | 845.4 | 846.4 | 847.4 | 848.4 | 849.4 | 850.4 | 851.4 | 852.4 | 853.4 | 854.4 | 855.4 | 856.4 | 857.4 | 858.4 | 859.4 | 860.4 | 861.4 | 862.4 | 863.4 | 864.4 | 865.4 | 866.4 | 867.4 | 868.4 | 869.4 | 870.4 | 871.4 | 872.4 | 873.4 | 874.4 | 875.4 | 876.4 | 877.4 | 878.4 | 879.4 | 880.4 | 881.4 | 882.4 | 883.4 | 884.4 | 885.4 | 886.4 | 887.4 | 888.4 | 889.4 | 890.4 | 891.4 | 892.4 | 893.4 | 894.4 | 895.4 | 896.4 | 897.4 | 898.4 | 899.4 | 900.4 | 901.4 | 902.4 | 903.4 | 904.4 | 905.4 | 906.4 | 907.4 | 908.4 | 909.4 | 910.4 | 911.4 | 912.4 | 913.4 | 914.4 | 915.4 | 916.4 | 917.4 | 918.4 | 919.4 | 920.4 | 921.4 | 922.4 | 923.4 | 924.4 | 925.4 | 926.4 | 927.4 | 928.4 | 929.4 | 930.4 | 931.4 | 932.4 | 933.4 | 934.4 | 935.4 | 936.4 | 937.4 | 938.4 | 939.4 | 940.4 | 941.4 | 942.4 | 943.4 | 944.4 | 945.4 | 946.4 | 947.4 | 948.4 | 949.4 | 950.4 | 951.4 | 952.4 | 953.4 | 954.4 | 955.4 | 956.4 | 957.4 | 958.4 | 959.4 | 960.4 | 961.4 | 962.4 | 963.4 | 964.4 | 965.4 | 966.4 | 967.4 | 968.4 | 969.4 | 970.4 | 971.4 | 972.4 | 973.4 | 974.4 | 975.4 | 976.4 | 977.4 | 978.4 | 979.4 | 980.4 | 981.4 | 982.4 | 983.4 | 984.4 | 985.4 | 986.4 | 987.4 | 988.4 | 989.4 | 990.4 | 991.4 | 992.4 | 993.4 | 994.4 | 995.4 | 996.4 | 997.4 | 998.4 | 999.4 | 1000.4 | 1001.4 | 1002.4 | 1003.4 | 1004.4 | 1005.4 | 1006.4 | 1007.4 | 1008.4 | 1009.4 | 1010.4 | 1011.4 | 1012.4 | 1013.4 | 1014.4 | 1015.4 | 1016.4 | 1017.4 | 1018.4 | 1019.4 | 1020.4 | 1021.4 | 1022.4 | 1023.4 | 1024.4 | 1025.4 | 1026.4 | 1027.4 | 1028.4 | 1029.4 | 1030.4 | 1031.4 | 1032.4 | 1033.4 | 1034.4 | 1035.4 | 1036.4 | 1037.4 | 1038.4 | 1039.4 | 1040.4 | 1041.4 | 1042.4 | 1043.4 | 1044.4 | 1045.4 | 1046.4 | 1047.4 | 1048.4 | 1049.4 | 1050.4 | 1051.4 | 1052.4 | 1053.4 | 1054.4 | 1055.4 | 1056.4 | 1057.4 | 1058.4 | 1059.4 | 1060.4 | 1061.4 | 1062.4 | 1063.4 | 1064.4 | 1065.4 | 1066.4 | 1067.4 | 1068.4 | 1069.4 | 1070.4 | 1071.4 | 1072.4 | 1073.4 | 1074.4 | 1075.4 | 1076.4 | 1077.4 | 1078.4 | 1079.4 | 1080.4 | 1081.4 | 1082.4 | 1083.4 | 1084.4 | 1085.4 | 1086.4 | 1087.4 | 1088.4 | 1089.4 | 1090.4 | 1091.4 | 1092.4 | 1093.4 | 1094.4 | 1095.4 | 1096.4 | 1097.4 | 1098.4 | 1099.4 | 1100.4 | 1101.4 | 1102.4 | 1103.4 | 1104.4 | 1105.4 | 1106.4 | 1107.4 | 1108.4 | 1109.4 | 1110.4 | 1111.4 | 1112.4 | 1113.4 | 1114.4 | 1115.4 | 1116.4 | 1117.4 | 1118.4 | 1119.4 | 1120.4 | 1121.4 | 1122.4 | 1123.4 | 1124.4 | 1125.4 | 1126.4 | 1127.4 | 1128.4 | 1129.4 | 1130.4 | 1131.4 | 1132.4 | 1133.4 | 1134.4 | 1135.4 | 1136.4 | 1137.4 | 1138.4 | 1139.4 | 1140.4 | 1141.4 | 1142.4 | 1143.4 | 1144.4 | 1145.4 | 1146.4 | 1147.4 | 1148.4 | 1149.4 | 1150.4 | 1151.4 | 1152.4 | 1153.4 | 1154.4 | 1155.4 | 1156.4 | 1157.4 | 1158.4 | 1159.4 | 1160.4 | 1161.4 | 1162.4 | 1163.4 | 1164.4 | 1165.4 | 1166.4 | 1167.4 | 1168.4 | 1169.4 | 1170.4 | 1171.4 | 1172.4 | 1173.4 | 1174.4 | 1175.4 | 1176.4 | 1177.4 | 1178.4 | 1179.4 | 1180.4 | 1181.4 | 1182.4 | 1183.4 | 1184.4 | 1185.4 | 1186.4 | 1187.4 | 1188.4 | 1189.4 | 1190.4 | 1191.4 | 1192.4 | 1193.4 | 1194.4 | 1195.4 | 1196.4 | 1197.4 | 1198.4 | 1199.4 | 1200.4 | 1201.4 | 1202.4 | 1203.4 | 1204.4 | 1205.4 | 1206.4 | 1207.4 | 1208.4 | 1209.4 | 1210.4 | 1211.4 | 1212.4 | 1213.4 | 1214.4 | 1215.4 | 1216.4 | 1217.4 | 1218.4 | 1219.4 | 1220.4 | 1221.4 | 1222.4 | 1223.4 | 1224.4 | 1225.4 | 1226.4 | 1227.4 | 1228.4 | 1229.4 | 1230.4 | 1231.4 | 1232.4 | 1233.4 | 1234.4 | 1235.4 | 1236.4 | 1237.4 | 1238.4 | 1239.4 | 1240.4 | 1241.4 | 1242.4 | 1243.4 | 1244.4 | 1245.4 | 1246.4 | 1247.4 | 1248.4 | 1249.4 | 1250.4 | 1251.4 | 1252.4 | 1253.4 | 1254.4 | 1255.4 | 1256.4 | 1257.4 | 1258.4 | 1259.4 | 1260.4 | 1261.4 | 1262.4 | 1263.4 | 1264.4 | 1265.4 | 1266.4 | 1267.4 | 1268.4 | 1269.4 | 1270.4 | 1271.4 | 1272.4 | 1273.4 | 1274.4 | 1275.4 | 1276.4 | 1277.4 | 1278.4 | 1279.4 | 1280.4 | 1281.4 | 1282.4 | 1283.4 | 1284.4 | 1285.4 | 1286.4 | 1287.4 | 1288.4 | 1289.4 | 1290.4 | 1291.4 | 1292.4 | 1293.4 | 1294.4 | 1295.4 | 1296.4 | 1297.4 | 1298.4 | 1299.4 | 1300.4 | 1301.4 | 1302.4 | 1303.4 | 1304.4 | 1305.4 | 1306.4 | 1307.4 | 1308.4 | 1309.4 | 1310.4 | 1311.4 | 1312.4 | 1313.4 | 1314.4 | 1315.4 | 1316.4 | 1317.4 | 1318.4 | 1319.4 | 1320.4 | 1321.4 | 1322.4 | 1323.4 | 1324.4 | 1325.4 | 1326.4 | 1327.4 | 1328.4 | 1329.4 | 1330.4 | 1331.4 | 1332.4 | 1333.4 | 1334.4 | 1335.4 | 1336.4 | 1337.4 | 1338.4 | 1339.4 | 1340.4 | 1341.4 | 1342.4 | 1343.4 | 1344.4 | 1345.4 | 1346.4 | 1347.4 | 1348.4 | 1349.4 | 1350.4 | 1351.4 | 1352.4 | 1353.4 | 1354.4 | 1355.4 | 1356.4 | 1357.4 | 1358.4 | 1359.4 | 1360.4 | 1361.4 | 1362.4 | 1363.4 | 1364.4 | 1365.4 | 1366.4 | 1367.4 | 1368.4 | 1369.4 | 1370.4 | 1371.4 | 1372.4 | 1373.4 | 1374.4 | 1375.4 | 1376.4 | 1377.4 | 1378.4 | 1379.4 | 1380.4 | 1381.4 | 1382.4 | 1383.4 | 1384.4 | 1385.4 | 1386.4 | 1387.4 | 1388.4 | 1389.4 | 1390.4 | 1391.4 | 1392.4 | 1393.4 | 1394.4 | 1395.4 | 1396.4 | 1397.4 | 1398.4 | 1399.4 | 1400.4 | 1401.4 | 1402.4 | 1403.4 | 1404.4 | 1405.4 | 1406.4 | 1407.4 | 1408.4 | 1409.4 | 1410.4 | 1411.4 | 1412.4 | 1413.4 | 1414.4 | 1415.4 | 1416.4 | 1417.4 | 1418.4 | 1419.4 | 1420.4 | 1421.4 | 1422.4 | 1423.4 | 1424.4 | 1425.4 | 1426.4 | 1427.4 | 1428.4 | 1429.4 | 1430.4 | 1431.4 | 1432.4 | 1433.4 | 1434.4 | 1435.4 | 1436.4 | 1437.4 | 1438.4 | 1439.4 | 1440.4 | 1441.4 | 1442.4 | 1443.4 | 1444.4 | 1445.4 | 1446.4 | 1447.4 | 1448.4 | 1449.4 | 1450.4 | 1451.4 | 1452.4 | 1453.4 | 1454.4 | 1455.4 | 1456.4 | 1457.4 | 1458.4 | 1459.4 | 1460.4 | 1461.4 | 1462.4 | 1463.4 | 1464.4 | 1465.4 | 1466.4 | 1467.4 | 1468.4 | 1469.4 | 1470.4 | 1471.4 | 1472.4 | 1473.4 | 1474.4 | 1475.4 | 1476.4 | 1477.4 | 1478.4 | 1479.4 | 1480.4 | 1481.4 | 1482.4 | 1483.4 | 1484.4 | 1485.4 | 1486.4 | 1487.4 | 1488.4 | 1489.4 | 1490.4 | 1491.4 | 1492.4 | 1493.4 | 1494.4 | 1495.4 | 1496.4 | 1497.4 | 1498.4 | 1499.4 | 1500.4 | 1501.4 | 1502.4 | 1503.4 | 1504.4 | 1505.4 | 1506.4 | 1507.4 | 1508.4 | 1509.4 | 1510.4 | 1511.4 | 1512.4 | 1513.4 | 1514.4 | 1515.4 | 1516.4 | 1517.4 | 1518.4 | 1519.4 | 1520.4 | 1521.4 | 1522.4 | 1523.4 | 1524.4 | 1525.4 | 1526.4 | 1527.4 | 1528.4 | 1529.4 | 1530.4 | 1531.4 | 1532.4 | 1533.4 | 1534.4 | 1535.4 | 1536.4 | 1537.4 | 1538.4 | 1539.4 | 1540.4 | 1541.4 | 1542.4 | 1543.4 | 1544.4 | 1545.4 | 1546.4 | 1547.4 | 1548.4 | 1549.4 | 1550.4 | 1551.4 | 1552.4 | 1553.4 | 1554.4 | 1555.4 | 1556.4 | 1557.4 | 1558.4 | 1559.4 | 1560.4 | 1561.4 | 1562.4 | 1563.4 | 1564.4 | 1565.4 | 1566.4 | 1567.4 | 1568.4 | 1569.4 |
|-------|-----|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|



# HORNINGSEA PARK

Captain Lyons  
 Owner & Occ'r

DP2475 (E)

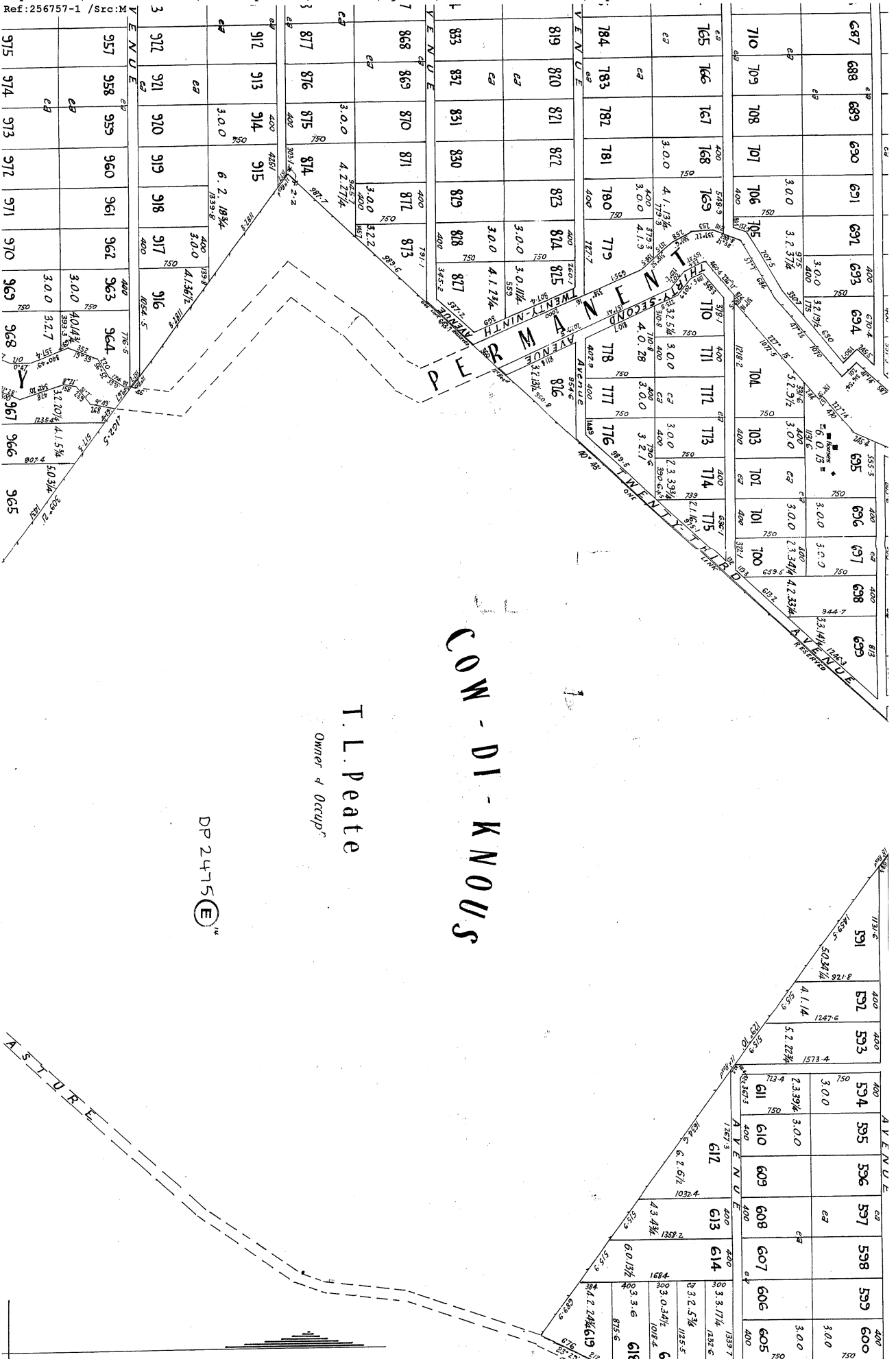


DP 2475 (E)

Owner

700 ac

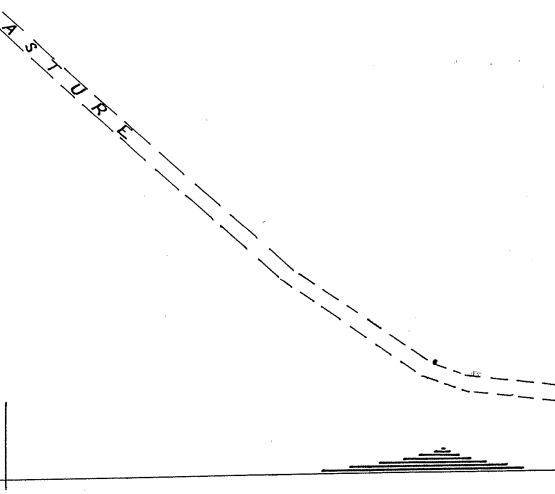
[illegible]



CON - DI - KNOUS

T.L. Peate  
 Owner & Occupant

DP 2475 (E)





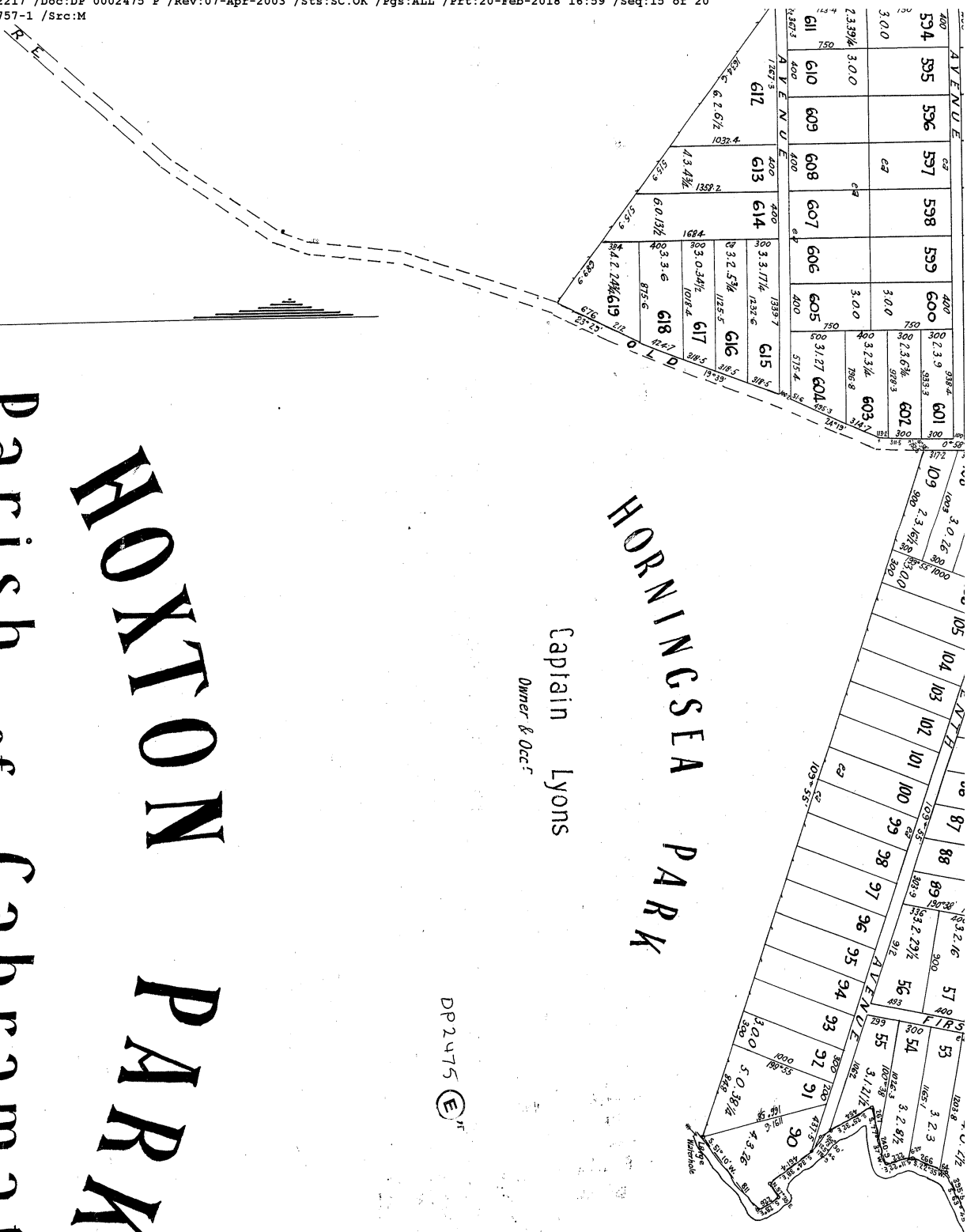
# Parish of Cabramatta

## HOXTON PARK

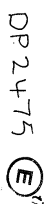
Captain Lyons  
 Owner & Occr

DP2475 (E)

## HORNINGSEA PARK







Owner &amp; Occupant:

ds One Chain Wide

Scale 8 Chains to an Inch

**HOXTON PARK**  
Parish of Cabramatta  
**COUNTY OF CUMBERLAND**

**DP2475** (E)

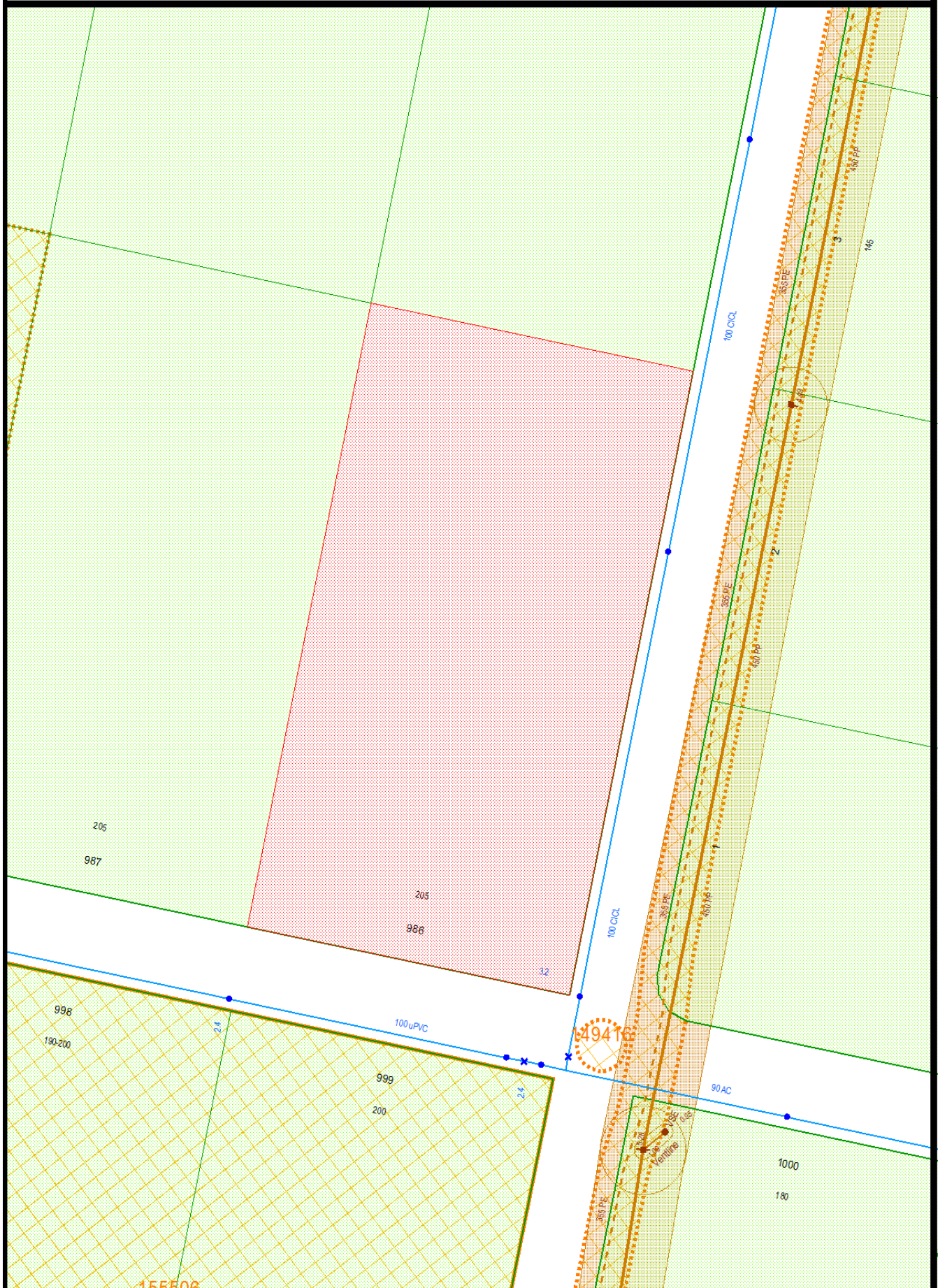
| CONVERSION TABLE ADDED IN<br>REGISTRAR GENERAL'S DEPARTMENT |        |        |
|---|--------|--------|
| LINKS   | METRES |        |
| 0.00  | 0.005  | 17.3   |
| 0.01  | 0.01   | 86.7   |
| 0.02  | 0.01   | 17.44  |
| 0.03  | 0.01   | 17.5   |
| 0.04  | 0.01   | 87.5   |
| 0.05  | 0.01   | 17.6   |
| 0.06  | 0.01   | 17.66  |
| 0.07  | 0.01   | 89.4   |
| 0.08  | 0.01   | 18.105 |
| 0.09  | 0.01   | 18.105 |
| 0.10  | 0.01   | 18.105 |
| 0.11  | 0.01   | 18.105 |
| 0.12  | 0.01   | 18.105 |
| 0.13  | 0.01   | 18.105 |
| 0.14  | 0.01   | 18.105 |
| 0.15  | 0.01   | 18.105 |
| 0.16  | 0.01   | 18.105 |
| 0.17  | 0.01   | 18.105 |
| 0.18  | 0.01   | 18.105 |
| 0.19  | 0.01   | 18.105 |
| 0.20  | 0.01   | 18.105 |
| 0.21  | 0.01   | 18.105 |
| 0.22  | 0.01   | 18.105 |
| 0.23  | 0.01   | 18.105 |
| 0.24  | 0.01   | 18.105 |
| 0.25  | 0.01   | 18.105 |
| 0.26  | 0.01   | 18.105 |
| 0.27  | 0.01   | 18.105 |
| 0.28  | 0.01   | 18.105 |
| 0.29  | 0.01   | 18.105 |
| 0.30  | 0.01   | 18.105 |
| 0.31  | 0.01   | 18.105 |
| 0.32  | 0.01   | 18.105 |
| 0.33  | 0.01   | 18.105 |
| 0.34  | 0.01   | 18.105 |
| 0.35  | 0.01   | 18.105 |
| 0.36  | 0.01   | 18.105 |
| 0.37  | 0.01   | 18.105 |
| 0.38  | 0.01   | 18.105 |
| 0.39  | 0.01   | 18.105 |
| 0.40  | 0.01   | 18.105 |
| 0.41  | 0.01   | 18.105 |
| 0.42  | 0.01   | 18.105 |
| 0.43  | 0.01   | 18.105 |
| 0.44  | 0.01   | 18.105 |
| 0.45  | 0.01   | 18.105 |
| 0.46  | 0.01   | 18.105 |
| 0.47  | 0.01   | 18.105 |
| 0.48  | 0.01   | 18.105 |
| 0.49  | 0.01   | 18.105 |
| 0.50  | 0.01   | 18.105 |
| 0.51  | 0.01   | 18.105 |
| 0.52  | 0.01   | 18.105 |
| 0.53  | 0.01   | 18.105 |
| 0.54  | 0.01   | 18.105 |
| 0.55  | 0.01   | 18.105 |
| 0.56  | 0.01   | 18.105 |
| 0.57  | 0.01   | 18.105 |
| 0.58  | 0.01   | 18.105 |
| 0.59  | 0.01   | 18.105 |
| 0.60  | 0.01   | 18.105 |
| 0.61  | 0.01   | 18.105 |
| 0.62  | 0.01   | 18.105 |
| 0.63  | 0.01   | 18.105 |
| 0.64  | 0.01   | 18.105 |
| 0.65  | 0.01   | 18.105 |
| 0.66  | 0.01   | 18.105 |
| 0.67  | 0.01   | 18.105 |
| 0.68  | 0.01   | 18.105 |
| 0.69  | 0.01   | 18.105 |
| 0.70  | 0.01   | 18.105 |
| 0.71  | 0.01   | 18.105 |
| 0.72  | 0.01   | 18.105 |
| 0.73  | 0.01   | 18.105 |
| 0.74  | 0.01   | 18.105 |
| 0.75  | 0.01   | 18.105 |
| 0.76  | 0.01   | 18.105 |
| 0.77  | 0.01   | 18.105 |
| 0.78  | 0.01   | 18.105 |
| 0.79  | 0.01   | 18.105 |
| 0.80  | 0.01   | 18.105 |
| 0.81  | 0.01   | 18.105 |
| 0.82  | 0.01   | 18.105 |
| 0.83  | 0.01   | 18.105 |
| 0.84  | 0.01   | 18.105 |
| 0.85  | 0.01   | 18.105 |

| CONVERSION TABLE ADDED IN<br>REGISTRAR GENERAL'S DEPARTMENT |        |        |
|---|--------|--------|
| LINKS   | METRES |        |
| 0.6   | 17.3   | 86.7   |
| 0.7   | 17.44  | 87.5   |
| 0.8   | 17.5   | 89.4   |
| 0.9   | 17.6   | 18.105 |
| 1.0   | 17.66  | 18.105 |
| 1.1   | 18.105 | 18.105 |
| 1.2   | 18.105 | 18.105 |
| 1.3   | 18.105 | 18.105 |
| 1.4   | 18.105 | 18.105 |
| 1.5   | 18.105 | 18.105 |
| 1.6   | 18.105 | 18.105 |
| 1.7   | 18.105 | 18.105 |
| 1.8   | 18.105 | 18.105 |
| 1.9   | 18.105 | 18.105 |
| 2.0   | 18.105 | 18.105 |
| 2.1   | 18.105 | 18.105 |
| 2.2   | 18.105 | 18.105 |
| 2.3   | 18.105 | 18.105 |
| 2.4   | 18.105 | 18.105 |
| 2.5   | 18.105 | 18.105 |
| 2.6   | 18.105 | 18.105 |
| 2.7   | 18.105 | 18.105 |
| 2.8   | 18.105 | 18.105 |
| 2.9   | 18.105 | 18.105 |
| 3.0   | 18.105 | 18.105 |
| 3.1   | 18.105 | 18.105 |
| 3.2   | 18.105 | 18.105 |
| 3.3   | 18.105 | 18.105 |
| 3.4   | 18.105 | 18.105 |
| 3.5   | 18.105 | 18.105 |
| 3.6   | 18.105 | 18.105 |
| 3.7   | 18.105 | 18.105 |
| 3.8   | 18.105 | 18.105 |
| 3.9   | 18.105 | 18.105 |
| 4.0   | 18.105 | 18.105 |
| 4.1   | 18.105 | 18.105 |
| 4.2   | 18.105 | 18.105 |
| 4.3   | 18.105 | 18.105 |
| 4.4   | 18.105 | 18.105 |
| 4.5   | 18.105 | 18.105 |
| 4.6   | 18.105 | 18.105 |
| 4.7   | 18.105 | 18.105 |
| 4.8   | 18.105 | 18.105 |
| 4.9   | 18.105 | 18.105 |
| 5.0   | 18.105 | 18.105 |
| 5.1   | 18.105 | 18.105 |
| 5.2   | 18.105 | 18.105 |
| 5.3   | 18.105 | 18.105 |
| 5.4   | 18.105 | 18.105 |
| 5.5   | 18.105 | 18.105 |
| 5.6   | 18.105 | 18.105 |
| 5.7   | 18.105 | 18.105 |
| 5.8   | 18.105 | 18.105 |
| 5.9   | 18.105 | 18.105 |
| 6.0   | 18.105 | 18.105 |
| 6.1   | 18.105 | 18.105 |
| 6.2   | 18.105 | 18.105 |
| 6.3   | 18.105 | 18.105 |
| 6.4   | 18.105 | 18.105 |
| 6.5   | 18.105 | 18.105 |
| 6.6   | 18.105 | 18.105 |
| 6.7   | 18.105 | 18.105 |
| 6.8   | 18.105 | 18.105 |
| 6.9   | 18.105 | 18.105 |
| 7.0   | 18.105 | 18.105 |
| 7.1   | 18.105 | 18.105 |
| 7.2   | 18.105 | 18.105 |
| 7.3   | 18.105 | 18.105 |
| 7.4   | 18.105 | 18.105 |
| 7.5   | 18.105 | 18.105 |
| 7.6   | 18.105 | 18.105 |
| 7.7   | 18.105 | 18.105 |
| 7.8   | 18.105 | 18.105 |
| 7.9   | 18.105 | 18.105 |
| 8.0   | 18.105 | 18.105 |
| 8.1   | 18.105 | 18.105 |
| 8.2   | 18.105 | 18.105 |
| 8.3   | 18.105 | 18.105 |
| 8.4   | 18.105 | 18.105 |
| 8.5   | 18.105 | 18.105 |

| CONVERSION TABLE ADDED IN<br>REGISTRAR GENERAL'S DEPARTMENT |         |       |
|---|---------|-------|
| LINKS   | METRES  |       |
| 242.5   | 48.785  | 242.5 |
| 243.5   | 49.085  | 243.5 |
| 244.5   | 49.385  | 244.5 |
| 245.5   | 49.685  | 245.5 |
| 246.5   | 49.985  | 246.5 |
| 247.5   | 50.285  | 247.5 |
| 248.5   | 50.585  | 248.5 |
| 249.5   | 50.885  | 249.5 |
| 250.5   | 51.185  | 250.5 |
| 251.5   | 51.485  | 251.5 |
| 252.5   | 51.785  | 252.5 |
| 253.5   | 52.085  | 253.5 |
| 254.5   | 52.385  | 254.5 |
| 255.5   | 52.685  | 255.5 |
| 256.5   | 52.985  | 256.5 |
| 257.5   | 53.285  | 257.5 |
| 258.5   | 53.585  | 258.5 |
| 259.5   | 53.885  | 259.5 |
| 260.5   | 54.185  | 260.5 |
| 261.5   | 54.485  | 261.5 |
| 262.5   | 54.785  | 262.5 |
| 263.5   | 55.085  | 263.5 |
| 264.5   | 55.385  | 264.5 |
| 265.5   | 55.685  | 265.5 |
| 266.5   | 55.985  | 266.5 |
| 267.5   | 56.285  | 267.5 |
| 268.5   | 56.585  | 268.5 |
| 269.5   | 56.885  | 269.5 |
| 270.5   | 57.185  | 270.5 |
| 271.5   | 57.485  | 271.5 |
| 272.5   | 57.785  | 272.5 |
| 273.5   | 58.085  | 273.5 |
| 274.5   | 58.385  | 274.5 |
| 275.5   | 58.685  | 275.5 |
| 276.5   | 58.985  | 276.5 |
| 277.5   | 59.285  | 277.5 |
| 278.5   | 59.585  | 278.5 |
| 279.5   | 59.885  | 279.5 |
| 280.5   | 60.185  | 280.5 |
| 281.5   | 60.485  | 281.5 |
| 282.5   | 60.785  | 282.5 |
| 283.5   | 61.085  | 283.5 |
| 284.5   | 61.385  | 284.5 |
| 285.5   | 61.685  | 285.5 |
| 286.5   | 61.985  | 286.5 |
| 287.5   | 62.285  | 287.5 |
| 288.5   | 62.585  | 288.5 |
| 289.5   | 62.885  | 289.5 |
| 290.5   | 63.185  | 290.5 |
| 291.5   | 63.485  | 291.5 |
| 292.5   | 63.785  | 292.5 |
| 293.5   | 64.085  | 293.5 |
| 294.5   | 64.385  | 294.5 |
| 295.5   | 64.685  | 295.5 |
| 296.5   | 64.985  | 296.5 |
| 297.5   | 65.285  | 297.5 |
| 298.5   | 65.585  | 298.5 |
| 299.5   | 65.885  | 299.5 |
| 300.5   | 66.185  | 300.5 |
| 301.5   | 66.485  | 301.5 |
| 302.5   | 66.785  | 302.5 |
| 303.5   | 67.085  | 303.5 |
| 304.5   | 67.385  | 304.5 |
| 305.5   | 67.685  | 305.5 |
| 306.5   | 67.985  | 306.5 |
| 307.5   | 68.285  | 307.5 |
| 308.5   | 68.585  | 308.5 |
| 309.5   | 68.885  | 309.5 |
| 310.5   | 69.185  | 310.5 |
| 311.5   | 69.485  | 311.5 |
| 312.5   | 69.785  | 312.5 |
| 313.5   | 70.085  | 313.5 |
| 314.5   | 70.385  | 314.5 |
| 315.5   | 70.685  | 315.5 |
| 316.5   | 70.985  | 316.5 |
| 317.5   | 71.285  | 317.5 |
| 318.5   | 71.585  | 318.5 |
| 319.5   | 71.885  | 319.5 |
| 320.5   | 72.185  | 320.5 |
| 321.5   | 72.485  | 321.5 |
| 322.5   | 72.785  | 322.5 |
| 323.5   | 73.085  | 323.5 |
| 324.5   | 73.385  | 324.5 |
| 325.5   | 73.685  | 325.5 |
| 326.5   | 73.985  | 326.5 |
| 327.5   | 74.285  | 327.5 |
| 328.5   | 74.585  | 328.5 |
| 329.5   | 74.885  | 329.5 |
| 330.5   | 75.185  | 330.5 |
| 331.5   | 75.485  | 331.5 |
| 332.5   | 75.785  | 332.5 |
| 333.5   | 76.085  | 333.5 |
| 334.5   | 76.385  | 334.5 |
| 335.5   | 76.685  | 335.5 |
| 336.5   | 76.985  | 336.5 |
| 337.5   | 77.285  | 337.5 |
| 338.5   | 77.585  | 338.5 |
| 339.5   | 77.885  | 339.5 |
| 340.5   | 78.185  | 340.5 |
| 341.5   | 78.485  | 341.5 |
| 342.5   | 78.785  | 342.5 |
| 343.5   | 79.085  | 343.5 |
| 344.5   | 79.385  | 344.5 |
| 345.5   | 79.685  | 345.5 |
| 346.5   | 79.985  | 346.5 |
| 347.5   | 80.285  | 347.5 |
| 348.5   | 80.585  | 348.5 |
| 349.5   | 80.885  | 349.5 |
| 350.5   | 81.185  | 350.5 |
| 351.5   | 81.485  | 351.5 |
| 352.5   | 81.785  | 352.5 |
| 353.5   | 82.085  | 353.5 |
| 354.5   | 82.385  | 354.5 |
| 355.5   | 82.685  | 355.5 |
| 356.5   | 82.985  | 356.5 |
| 357.5   | 83.285  | 357.5 |
| 358.5   | 83.585  | 358.5 |
| 359.5   | 83.885  | 359.5 |
| 360.5   | 84.185  | 360.5 |
| 361.5   | 84.485  | 361.5 |
| 362.5   | 84.785  | 362.5 |
| 363.5   | 85.085  | 363.5 |
| 364.5   | 85.385  | 364.5 |
| 365.5   | 85.685  | 365.5 |
| 366.5   | 85.985  | 366.5 |
| 367.5   | 86.285  | 367.5 |
| 368.5   | 86.585  | 368.5 |
| 369.5   | 86.885  | 369.5 |
| 370.5   | 87.185  | 370.5 |
| 371.5   | 87.485  | 371.5 |
| 372.5   | 87.785  | 372.5 |
| 373.5   | 88.085  | 373.5 |
| 374.5   | 88.385  | 374.5 |
| 375.5   | 88.685  | 375.5 |
| 376.5   | 88.985  | 376.5 |
| 377.5   | 89.285  | 377.5 |
| 378.5   | 89.585  | 378.5 |
| 379.5   | 89.885  | 379.5 |
| 380.5   | 90.185  | 380.5 |
| 381.5   | 90.485  | 381.5 |
| 382.5   | 90.785  | 382.5 |
| 383.5   | 91.085  | 383.5 |
| 384.5   | 91.385  | 384.5 |
| 385.5   | 91.685  | 385.5 |
| 386.5   | 91.985  | 386.5 |
| 387.5   | 92.285  | 387.5 |
| 388.5   | 92.585  | 388.5 |
| 389.5   | 92.885  | 389.5 |
| 390.5   | 93.185  | 390.5 |
| 391.5   | 93.485  | 391.5 |
| 392.5   | 93.785  | 392.5 |
| 393.5   | 94.085  | 393.5 |
| 394.5   | 94.385  | 394.5 |
| 395.5   | 94.685  | 395.5 |
| 396.5   | 94.985  | 396.5 |
| 397.5   | 95.285  | 397.5 |
| 398.5   | 95.585  | 398.5 |
| 399.5   | 95.885  | 399.5 |
| 400.5   | 96.185  | 400.5 |
| 401.5   | 96.485  | 401.5 |
| 402.5   | 96.785  | 402.5 |
| 403.5   | 97.085  | 403.5 |
| 404.5   | 97.385  | 404.5 |
| 405.5   | 97.685  | 405.5 |
| 406.5   | 97.985  | 406.5 |
| 407.5   | 98.285  | 407.5 |
| 408.5   | 98.585  | 408.5 |
| 409.5   | 98.885  | 409.5 |
| 410.5   | 99.185  | 410.5 |
| 411.5   | 99.485  | 411.5 |
| 412.5   | 99.785  | 412.5 |
| 413.5   | 100.085 | 413.5 |
| 414.5   | 100.385 | 414.5 |

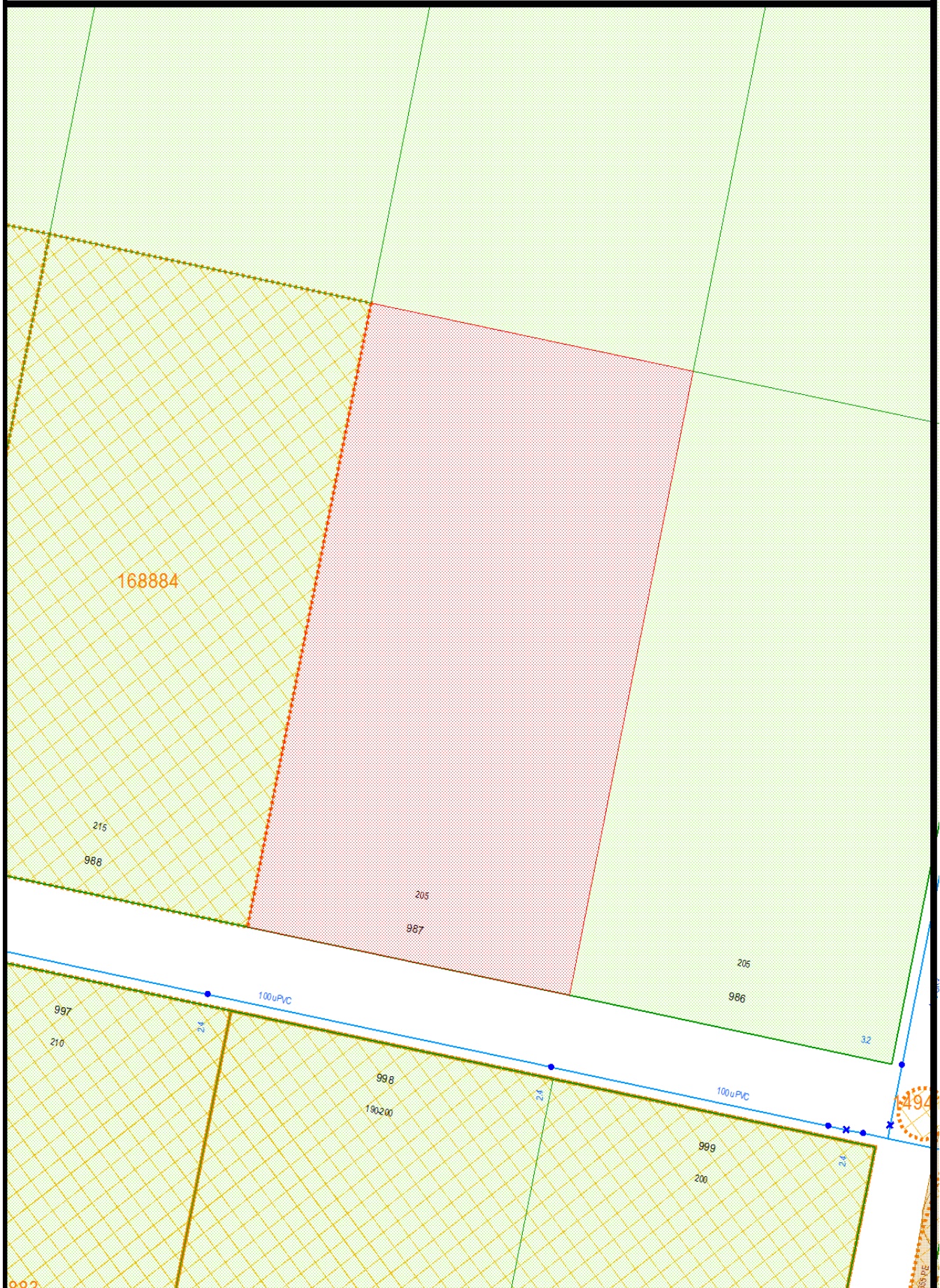
| CONVERSION TABLE ADDED IN<br>REGISTRAR GENERAL'S DEPARTMENT |           |  |
|---|-----------|--|
| DP 2475   | CONTINUED |  |
| LINKS   | METRES    |  |
| 975   | 186.18    |  |
| 975.1   | 186.18    |  |
| 975.2   | 186.18    |  |
| 975.3   | 186.18    |  |
| 975.4   | 186.18    |  |
| 975.5   | 186.18    |  |
| 975.6   | 186.18    |  |
| 975.7   | 186.18    |  |
| 975.8   | 186.18    |  |
| 975.9   | 186.18    |  |
| 976   | 186.18    |  |
| 976.1   | 186.18    |  |
| 976.2   | 186.18    |  |
| 976.3   | 186.18    |  |
| 976.4   | 186.18    |  |
| 976.5   | 186.18    |  |
| 976.6   | 186.18    |  |
| 976.7   | 186.18    |  |
| 976.8   | 186.18    |  |
| 976.9   | 186.18    |  |
| 977   | 186.18    |  |
| 977.1   | 186.18    |  |
| 977.2   | 186.18    |  |
| 977.3   | 186.18    |  |
| 977.4   | 186.18    |  |
| 977.5   | 186.18    |  |
| 977.6   | 186.18    |  |
| 977.7   | 186.18    |  |
| 977.8   | 186.18    |  |
| 977.9   | 186.18    |  |
| 978   | 186.18    |  |
| 978.1   | 186.18    |  |
| 978.2   | 186.18    |  |
| 978.3   | 186.18    |  |
| 978.4   | 186.18    |  |
| 978.5   | 186.18    |  |
| 978.6   | 186.18    |  |
| 978.7   | 186.18    |  |
| 978.8   | 186.18    |  |
| 978.9   | 186.18    |  |
| 979   | 186.18    |  |
| 979.1   | 186.18    |  |
| 979.2   | 186.18    |  |
| 979.3   | 186.18    |  |
| 979.4   | 186.18    |  |
| 979.5   | 186.18    |  |
| 979.6   | 186.18    |  |
| 979.7   | 186.18    |  |
| 979.8   | 186.18    |  |
| 979.9   | 186.18    |  |
| 980   | 186.18    |  |
| 980.1   | 186.18    |  |
| 980.2   | 186.18    |  |
| 980.3   | 186.18    |  |
| 980.4   | 186.18    |  |
| 980.5   | 186.18    |  |
| 980.6   | 186.18    |  |
| 980.7   | 186.18    |  |
| 980.8   | 186.18    |  |
| 980.9   | 186.18    |  |
| 981   | 186.18    |  |
| 981.1   | 186.18    |  |
| 981.2   | 186.18    |  |
| 981.3   | 186.18    |  |
| 981.4   | 186.18    |  |
| 981.5   | 186.18    |  |
| 981.6   | 186.18    |  |
| 981.7   | 186.18    |  |
| 981.8   | 186.18    |  |
| 981.9   | 186.18    |  |
| 982   | 186.18    |  |
| 982.1   | 186.18    |  |
| 982.2   | 186.18    |  |
| 982.3   | 186.18    |  |
| 982.4   | 186.18    |  |
| 982.5   | 186.18    |  |
| 982.6   | 186.18    |  |
| 982.7   | 186.18    |  |
| 982.8   | 186.18    |  |
| 982.9   | 186.18    |  |
| 983   | 186.18    |  |
| 983.1   | 186.18    |  |
| 983.2   | 186.18    |  |
| 983.3   | 186.18    |  |
| 983.4   | 186.18    |  |
| 983.5   | 186.18    |  |
| 983.6   | 186.18    |  |
| 983.7   | 186.18    |  |
| 983.8   | 186.18    |  |
| 983.9   | 186.18    |  |
| 984   | 186.18    |  |
| 984.1   | 186.18    |  |
| 984.2   | 186.18    |  |
| 984.3   | 186.18    |  |
| 984.4   | 186.18    |  |
| 984.5   | 186.18    |  |
| 984.6   | 186.18    |  |
| 984.7   | 186.18    |  |
| 984.8   | 186.18    |  |
| 984.9   | 186.18    |  |
| 985   | 186.18    |  |
| 985.1   | 186.18    |  |
| 985.2   | 186.18    |  |
| 985.3   | 186.18    |  |
| 985.4   | 186.18    |  |
| 985.5   | 186.18    |  |
| 985.6   | 186.18    |  |
| 985.7   | 186.18    |  |
| 985.8   | 186.18    |  |
| 985.9   | 186.18    |  |
| 986   | 186.18    |  |
| 986.1   | 186.18    |  |
| 986.2   | 186.18    |  |
| 986.3   | 186.18    |  |
| 986.4   | 186.18    |  |
| 986.5   | 186.18    |  |
| 986.6   | 186.18    |  |
| 986.7   | 186.18    |  |
| 986.8   | 186.18    |  |
| 986.9   | 186.18    |  |
| 987   | 186.18    |  |
| 987.1   | 186.18    |  |
| 987.2   | 186.18    |  |
| 987.3   | 186.18    |  |
| 987.4   | 186.18    |  |
| 987.5   | 186.18    |  |
| 987.6   | 186.18    |  |
| 987.7   | 186.18    |  |
| 987.8   | 186.18    |  |
| 987.9   | 186.18    |  |
| 988   | 186.18    |  |
| 988.1   | 186.18    |  |
| 988.2   | 186.18    |  |
| 988.3   | 186.18    |  |
| 988.4   | 186.18    |  |
| 988.5   | 186.18    |  |
| 988.6   | 186.18    |  |
| 988.7   | 186.18    |  |
| 988.8   | 186.18    |  |
| 988.9   | 186.18    |  |
| 989   | 186.18    |  |
| 989.1   | 186.18    |  |
| 989.2   | 186.18    |  |
| 989.3   | 186.18    |  |
| 989.4   | 186.18    |  |
| 989.5   | 186.18    |  |
| 989.6   | 186.18    |  |
| 989.7   | 186.18    |  |
| 989.8   | 186.18    |  |
| 989.9   | 186.18    |  |
| 990   | 186.18    |  |
| 990.1   | 186.18    |  |
| 990.2   | 186.18    |  |
| 990.3   | 186.18    |  |
| 990.4   | 186.18    |  |
| 990.5   | 186.18    |  |
| 990.6   | 186.18    |  |
| 990.7   | 186.18    |  |
| 990.8   | 186.18    |  |
| 990.9   | 186.18    |  |
| 991   | 186.18    |  |
| 991.1   | 186.18    |  |
| 991.2   | 186.18    |  |
| 991.3   | 186.18    |  |
| 991.4   | 186.18    |  |
| 991.5   | 186.18    |  |
| 991.6   | 186.18    |  |
| 991.7   | 186.18    |  |
| 991.8   | 186.18    |  |
| 991.9   | 186.18    |  |
| 992   | 186.18    |  |
| 992.1   | 186.18    |  |
| 992.2   | 186.18    |  |
| 992.3   | 186.18    |  |
| 992.4   | 186.18    |  |
| 992.5   | 186.18    |  |
| 992.6   | 186.18    |  |
| 992.7   | 186.18    |  |
| 992.8   | 186.18    |  |
| 992.9   | 186.18    |  |
| 993   | 186.18    |  |
| 993.1   | 186.18    |  |
| 993.2   | 186.18    |  |
| 993.3   | 186.18    |  |
| 993.4   | 186.18    |  |
| 993.5   | 186.18    |  |
| 993.6   | 186.18    |  |
| 993.7   | 186.18    |  |
| 993.8   | 186.18    |  |
| 993.9   | 186.18    |  |
| 994   | 186.18    |  |
| 994.1   | 186.18    |  |
| 994.2   | 186.18    |  |
| 994.3   | 186.18    |  |
| 994.4   | 186.18    |  |
| 994.5   | 186.18    |  |
| 994.6   | 186.18    |  |
| 994.7   | 186.18    |  |
| 994.8   | 186.18    |  |
| 994.9   | 186.18    |  |
| 995   | 186.18    |  |
| 995.1   | 186.18    |  |
| 995.2   | 186.18    |  |
| 995.3   | 186.18    |  |
| 995.4   | 186.18    |  |
| 995.5   | 186.18    |  |
| 995.6   | 186.18    |  |
| 995.7   | 186.18    |  |
| 995.8   | 186.18    |  |
| 995.9   | 186.18    |  |
| 996   | 186.18    |  |
| 996.1   | 186.18    |  |
| 996.2   | 186.18    |  |
| 996.3   | 186.18    |  |
| 996.4   | 186.18    |  |
| 996.5   | 186.18    |  |
| 996.6   | 186.18    |  |
| 996.7   | 186.18    |  |
| 996.8   | 186.18    |  |
| 996.9   | 186.18    |  |
| 997   | 186.18    |  |
| 997.1   | 186.18    |  |
| 997.2   | 186.18    |  |
| 997.3   | 186.18    |  |
| 997.4   | 186.18    |  |
| 997.5   | 186.18    |  |
| 997.6   | 186.18    |  |
| 997.7   | 186.18    |  |
| 997.8   | 186.18    |  |
| 997.9   | 186.18    |  |
| 998   | 186.18    |  |
| 998.1   | 186.18    |  |
| 998.2   | 186.18    |  |
| 998.3   | 186.18    |  |
| 998.4   | 186.18    |  |
| 998.5   | 186.18    |  |
| 998.6   | 186.18    |  |
| 998.7   | 186.18    |  |
| 998.8   | 186.18    |  |
| 998.9   | 186.18    |  |
| 999   | 186.18    |  |
| 999.1   | 186.18    |  |
| 999.2   | 186.18    |  |
| 999.3   | 186.18    |  |
| 999.4   | 186.18    |  |
| 999.5   | 186.18    |  |
| 999.6   | 186.18    |  |
| 999.7   | 186.18    |  |
| 999.8   | 186.18    |  |
| 999.9   | 186.18    |  |
| 1000  | 186.18    |  |

|   |           |  |
|---|-----------|--|
| CONVERSION TABLE ADDED IN<br>REGISTRAR GENERAL'S DEPARTMENT |           |  |
| DP 2475   | CONTINUED |  |
| LINKS   | METRES    |  |
| 1860  | 370.15    |  |
| 1860.1  | 370.15    |  |
| 1860.2  | 370.15    |  |
| 1860.3  | 370.15    |  |
| 1860.4  | 370.15    |  |
| 1860.5  | 370.15    |  |
| 1860.6  | 370.15    |  |
| 1860.7  | 370.15    |  |
| 1860.8  | 370.15    |  |
| 1860.9  | 370.15    |  |
| 1861  | 370.15    |  |
| 1861.1  | 370.15    |  |
| 1861.2  | 370.15    |  |
| 1861.3  | 370.15    |  |
| 1861.4  | 370.15    |  |
| 1861.5  | 370.15    |  |
| 1861.6  | 370.15    |  |
| 1861.7  | 370.15    |  |
| 1861.8  | 370.15    |  |
| 1861.9  | 370.15    |  |
| 1862  | 370.15    |  |
| 1862.1  | 370.15    |  |
| 1862.2  | 370.15    |  |
| 1862.3  | 370.15    |  |
| 1862.4  | 370.15    |  |
| 1862.5  | 370.15    |  |
| 1862.6  | 370.15    |  |
| 1862.7  | 370.15    |  |
| 1862.8  | 370.15    |  |
| 1862.9  | 370.15    |  |
| 1863  | 370.15    |  |
| 1863.1  | 370.15    |  |
| 1863.2  | 370.15    |  |
| 1863.3  | 370.15    |  |
| 1863.4  | 370.15    |  |
| 1863.5  | 370.15    |  |
| 1863.6  | 370.15    |  |
| 1863.7  | 370.15    |  |
| 1863.8  | 370.15    |  |
| 1863.9  | 370.15    |  |
| 1864  | 370.15    |  |
| 1864.1  | 370.15    |  |
| 1864.2  | 370.15    |  |
| 1864.3  | 370.15    |  |
| 1864.4  | 370.15    |  |
| 1864.5  | 370.15    |  |
| 1864.6  | 370.15    |  |
| 1864.7  | 370.15    |  |
| 1864.8  | 370.15    |  |
| 1864.9  | 370.15    |  |
| 1865  | 370.15    |  |
| 1865.1  | 370.15    |  |
| 1865.2  | 370.15    |  |
| 1865.3  | 370.15    |  |
| 1865.4  | 370.15    |  |
| 1865.5  | 370.15    |  |
| 1865.6  | 370.15    |  |
| 1865.7  | 370.15    |  |
| 1865.8  | 370.15    |  |
| 1865.9  | 370.15    |  |
| 1866  | 370.15    |  |
| 1866.1  | 370.15    |  |
| 1866.2  | 370.15    |  |
| 1866.3  | 370.15    |  |
| 1866.4  | 370.15    |  |
| 1866.5  | 370.15    |  |
| 1866.6  | 370.15    |  |
| 1866.7  | 370.15    |  |
| 1866.8  | 370.15    |  |
| 1866.9  | 370.15    |  |
| 1867  | 370.15    |  |
| 1867.1  | 370.15    |  |
| 1867.2  | 370.15    |  |
| 1867.3  | 370.15    |  |
| 1867.4  | 370.15    |  |
| 1867.5  | 370.15    |  |
| 1867.6  | 370.15    |  |
| 1867.7  | 370.15    |  |
| 1867.8  | 370.15    |  |
| 1867.9  | 370.15    |  |
| 1868  | 370.15    |  |
| 1868.1  | 370.15    |  |
| 1868.2  | 370.15    |  |
| 1868.3  | 370.15    |  |
| 1868.4  | 370.15    |  |
| 1868.5  | 370.15    |  |
| 1868.6  | 370.15    |  |
| 1868.7  | 370.15    |  |
| 1868.8  | 370.15    |  |
| 1868.9  | 370.15    |  |
| 1869  | 370.15    |  |
| 1869.1  | 370.15    |  |
| 1869.2  | 370.15    |  |
| 1869.3  | 370.15    |  |
| 1869.4  | 370.15    |  |
| 1869.5  | 370.15    |  |
| 1869.6  | 370.15    |  |
| 1869.7  | 370.15    |  |
| 1869.8  | 370.15    |  |
| 1869.9  | 370.15    |  |
| 1870  | 370.15    |  |
| 1870.1  | 370.15    |  |
| 1870.2  | 370.15    |  |
| 1870.3  | 370.15    |  |
| 1870.4  | 370.15    |  |
| 1870.5  | 370.15    |  |
| 1870.6  | 370.15    |  |
| 1870.7  | 370.15    |  |
| 1870.8  | 370.15    |  |
| 1870.9  | 370.15    |  |
| 1871  | 370.15    |  |
| 1871.1  | 370.15    |  |
| 1871.2  | 370.15    |  |
| 1871.3  | 370.15    |  |
| 1871.4  | 370.15    |  |
| 1871.5  | 370.15    |  |
| 1871.6  | 370.15    |  |
| 1871.7  | 370.15    |  |
| 1871.8  | 370.15    |  |
| 1871.9  | 370.15    |  |
| 1872  | 370.15    |  |
| 1872.1  | 370.15    |  |
| 1872.2  | 370.15    |  |
| 1872.3  | 370.15    |  |
| 1872.4  | 370.15    |  |
| 1872.5  | 370.15    |  |
| 1872.6  | 370.15    |  |
| 1872.7  | 370.15    |  |
| 1872.8  | 370.15    |  |
| 1872.9  | 370.15    |  |
| 1873  | 370.15    |  |
| 1873.1  | 370.15    |  |
| 1873.2  | 370.15    |  |
| 1873.3  | 370.15    |  |
| 1873.4  | 370.15    |  |
| 1873.5  | 370.15    |  |
| 1873.6  | 370.15    |  |
| 1873.7  | 370.15    |  |
| 1873.8  | 370.15    |  |
| 1873.9  | 370.15    |  |
| 1874  | 370.15    |  |
| 1874.1  | 370.15    |  |
| 1874.2  | 370.15    |  |
| 1874.3  | 370.15    |  |
| 1874.4  | 370.15    |  |
| 1874.5  | 370.15    |  |
| 187   |           |  |



NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.





NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



MUNICIPALITY OF **LIVERPOOL**SUBURB OF **AUSTRAL**Copy of  
Diagram No. **872568**

| INDICATES - DRAINAGE FITTINGS |                    |                               |               |
|-------------------------------|--------------------|-------------------------------|---------------|
| <input type="checkbox"/> Chr. | Manhole            | <input type="checkbox"/> P    | P. Trap       |
| <input type="checkbox"/> L.H. | Chamber            | <input type="checkbox"/> R    | Reflux Valve  |
| <input type="checkbox"/> B.T. | Lamphole           | <input type="checkbox"/> C.E. | Cleaning Eye  |
| <input type="checkbox"/> I.S. | Boundary Trap      | <input type="checkbox"/> V.P. | Vertical Pipe |
| <input type="checkbox"/> P.I. | Inspection Shaft   | <input type="checkbox"/> I.P. | Induct Pipe   |
| <input type="checkbox"/> G    | Pit                | <input type="checkbox"/> M.F. | Mica Flap     |
| <input type="checkbox"/> G.I. | Grease Interceptor | <input type="checkbox"/> Jn.  | Junction      |
| <input type="checkbox"/> G    | Gully              | <input type="checkbox"/> R.P. | Rodding Point |

## SYMBOLS AND ABBREVIATIONS

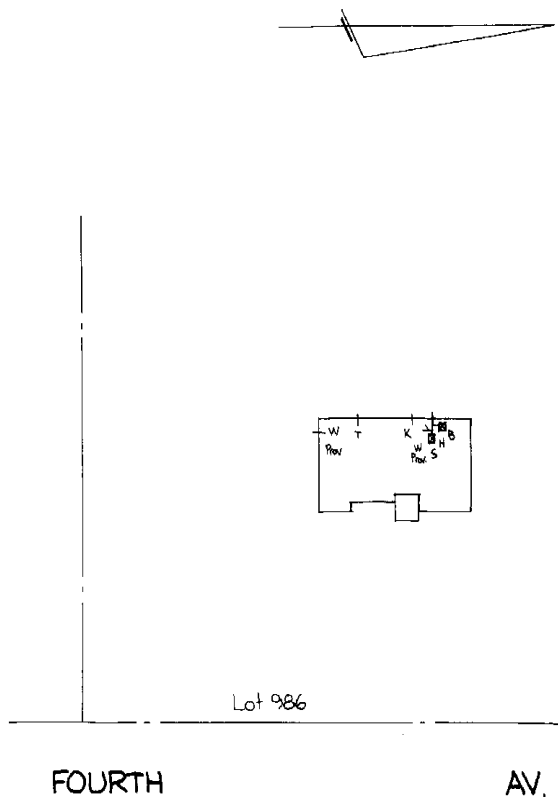


| INDICATES - PLUMBING FIXTURES & OR FITTINGS |                |                               |                 |
|---|----------------|-------------------------------|-----------------|
| <input type="checkbox"/> C.O.               | Clear Out      | <input type="checkbox"/> Bid  | Bidet           |
| <input type="checkbox"/> V                  | Vent Pipe      | <input type="checkbox"/> S    | Shower          |
| <input type="checkbox"/> T                  | Tubs           | <input type="checkbox"/> D.W. | Dishwasher      |
| <input type="checkbox"/> K                  | Kitchen Sink   | <input type="checkbox"/> F    | Floor Waste     |
| <input type="checkbox"/> W                  | Water Closet   | <input type="checkbox"/> M    | Washing Machine |
| <input type="checkbox"/> B                  | Bath Waste     | <input type="checkbox"/> B.S. | Bar Sink        |
| <input type="checkbox"/> H                  | Handbasin      | <input type="checkbox"/> L.S. | Lab Sink        |
| INDICATES - PLUMBING ON MORE THAN ONE LEVEL |                |                               |                 |
| <input type="checkbox"/> S.V.               | Soil Vent Pipe | <input type="checkbox"/> W.S. | Waste Stack     |

## NO SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By Law 8, Clause 3).



Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

|   |                                 |   |                              |     |    |
|---|---------------------------------|---|------------------------------|-----|----|
| W.s. ...<br>Ur.s. ...<br>Sewer Ref. ...<br>Sheet No. ...<br>T. 1270 | DRAINAGE Inspected by           | Date of Issue ...<br>Outfall ...<br>Drainer ...<br>Plumber ...<br>Boundary Trap is not required | PLUMBING Inspected           | YES | NO |
|   | Inspector .....                 |   | Inspector .....              |     |    |
|   | Cert. Of Compliance No. ....    |   | Cert. Of Compliance No. .... |     |    |
|   | Field Diagram Examined by ..... |   | For Regional Manager         |     |    |
| Tracing Checked by .....  |                                 |   |                              |     |    |

Connection Date: .....

Form 77/644 (A4 No. 1) (April '87) S217 (A4) Water Board Printing Services

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

MUNICIPALITY OF **LIVERPOOL**SUBURB OF **AUSTRAL**Copy of  
Diagram No. **872568**

| INDICATES - DRAINAGE FITTINGS |                    |  |               |
|-------------------------------|--------------------|--|---------------|
|                               | Manhole            |  | P. Trap       |
|                               | Chamber            |  | Reflux Valve  |
|                               | Lamphole           |  | Cleaning Eye  |
|                               | Boundary Trap      |  | Vertical Pipe |
|                               | Inspection Shaft   |  | Induct Pipe   |
|                               | Pit                |  | Mica Flap     |
|                               | Grease Interceptor |  | Junction      |
|                               | Gully              |  | Rodding Point |

## SYMBOLS AND ABBREVIATIONS

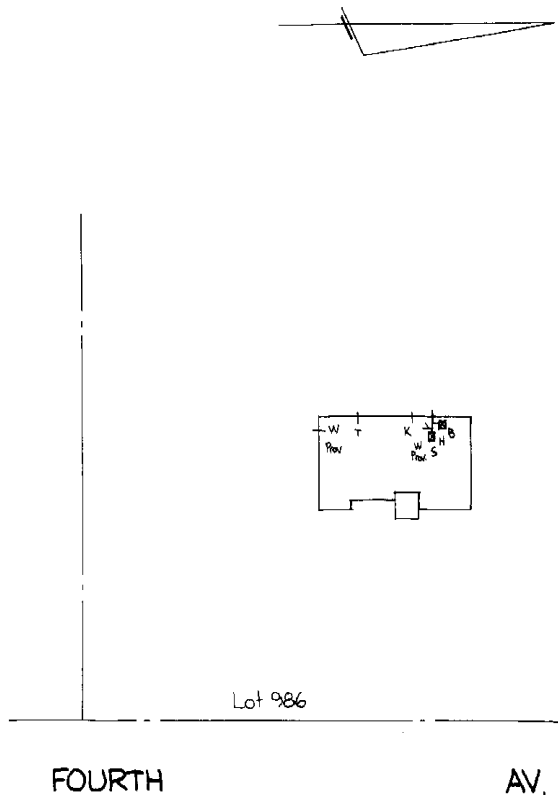


| INDICATES - PLUMBING FIXTURES & OR FITTINGS |                |  |                 |
|---|----------------|--|-----------------|
|   | Clear Out      |  | Bidet           |
|   | Vent Pipe      |  | Shower          |
|   | Tubs           |  | Dishwasher      |
|   | Kitchen Sink   |  | Floor Waste     |
|   | Water Closet   |  | Washing Machine |
|   | Bath Waste     |  | Bar Sink        |
|   | Handbasin      |  | Lab Sink        |
| INDICATES - PLUMBING ON MORE THAN ONE LEVEL |                |  |                 |
|   | Soil Vent Pipe |  | Waste Stack     |

## NO SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's sewer. The existence and position of the Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of records available at Board's Business Offices. (Section 33 Of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only and in general the outlines of buildings may have been drawn from initial building plans submitted to the Board. Discrepancies in outline can occur from amendment to these plans. Discrepancies in position and type of drainage lines and fittings can be due to unnotified work. Before building work is commenced location of drainage lines is recommended. Licensee is required to submit to the Board a Certificate Of Compliance as not all work may have been supervised.

**NOTE:** This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By Law 8, Clause 3).



FOURTH

AV.

Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres

|   |                           |   |                         |     |    |
|---|---------------------------|---|-------------------------|-----|----|
| W.s ...<br>Ur.s ...<br>Sewer Ref.<br>Sheet No.<br>T. 1270 | DRAINAGE Inspected by     | Date of Issue<br>Outfall<br>Drainer<br>Plumber<br>Boundary Trap is not required | PLUMBING Inspected      | YES | NO |
|   | Inspector                 |   | Inspector               |     |    |
|   | Cert. Of Compliance No.   |   | Cert. Of Compliance No. |     |    |
|   | Field Diagram Examined by |   |                         |     |    |
|   | Tracing Checked by        |   | For Regional Manager    |     |    |

Connection Date: .....

Form 77/644 (A4 No. 1) (April '87) S217 (A4) Water Board Printing Services

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.

**PLANNING CERTIFICATE UNDER SECTION 149  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**Ref.:** 256757-1:61730  
**Ppty:** 23207

**Cert. No.:** 4538

**Applicant:**  
INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

**Receipt No.:** 3857730  
**Receipt Amt.:** 53.00  
**Date:** 21-Feb-2018

The information in this certificate is provided pursuant to Section 149(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

**Legal Description:** DP 2475 Cnr Lot 986

**Street Address:** 205 SEVENTH AVENUE, AUSTRAL NSW 2179

*Note: Items marked with an asterisk (\*) may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

*Note: Commonly Used Abbreviations:*

**LEP:** Local Environmental Plan  
**DCP:** Development Control Plan  
**SEPP:** State Environmental Planning Policy  
**EPI:** Environmental Planning Instrument

## 1. Names of relevant planning instruments and DCPs

- (a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

**Not Applicable**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development**  
**SEPP No. 50 – Canal Estate Development**  
**SEPP No. 55 – Remediation of Land**  
**SEPP No. 62 – Sustainable Aquaculture**  
**SEPP No. 65 – Design Quality of Residential Flat Development**  
**SEPP (Building Sustainability Index: BASIX) 2004**  
**SEPP No. 70 – Affordable Housing (Revised Schemes)**  
**SEPP (Infrastructure) 2007**  
**SEPP (Mining, Petroleum Production and Extractive Industries) 2007**  
**SEPP (Miscellaneous Consent Provisions) 2007**  
**SEPP (State and Regional Development) 2011**  
**SEPP (Education Establishments and Child Care Facilities) 2017**  
**SEPP (Vegetation in Non-Rural Areas) 2017**  
**SEPP (Exempt and Complying Development Codes) 2008**  
**SEPP (Sydney Region Growth Centres) 2006**  
**SEPP (Affordable Rental Housing) 2009**  
**SEPP (Housing for Seniors or People with a Disability) 2004**  
**SEPP No 19 – Bushland in Urban Areas**  
**SEPP No 21 – Caravan Parks**  
**SEPP No 30 – Intensive Agriculture**  
**SEPP No 44 – Koala Habitat Protection**  
**SEPP No 64 – Advertising and Signage**

Deemed SEPPs\*:

**SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)**

- (a) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

**N/A**

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

- (b) The name of each DCP that applies to the carrying out of development on the land.

**Liverpool Growth Centre Precincts DCP****2. Zoning and land use under relevant LEPs and /or SEPPs**

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

**R2 Low Density Residential - SEPP (Sydney Region Growth Centres) 2006**

- (b) The purposes for which development may be carried out within the zone without the need for development consent

**Home-based child care; Home occupations**

- (c) The purposes for which development may not be carried out within the zone except with development consent

**Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings**

- (d) The purposes for which the instrument provides that development is prohibited within the zone

**Any development not specified in item (b) or (c)**

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

**No**

- (f) Does the land include or comprise critical habitat?

**No**

(g) Is the land is in a conservation area (however described):

**No**

(h) Is there an item of environmental heritage (however described) situated on the land

**No**

### 3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

| Code   | Extent of the land for which development is permitted: | The reason(s) as to why development is prohibited: |
|--|--|--|
| General Housing Code and Rural Housing Code  | <b>All</b>   |  |
| Commercial and Industrial (New Buildings and Additions) Code   | <b>All</b>   |  |
| General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code | <b>All</b>   |  |

Note: If 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 below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not

have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

#### **4. Coastal protection\***

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

#### **4A. Certain information relating to beaches and coasts\***

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(a) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

#### **5. Mine subsidence\***

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

#### **6. Road widening and road realignment**

Is the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?\*



No

(a) An EPI?

No

(b) A resolution of the council?

No

## 7. Council and other public authority policies on hazard risk restrictions

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

| Hazard/Risk                          | Adopted Policy  | Does this hazard/risk policy apply to the land?  |
|--------------------------------------|---|--|
| <b>Landslip hazard</b>               | Nil   | <b>No</b>  |
| <b>Bushfire hazard</b>               | Liverpool DCP 2008  | <b>No</b>  |
|                                      | Liverpool Growth Centre Precincts DCP*                        | <b>Yes</b>   |
|                                      | Edmondson Park South DCP 2012                                 | <b>No</b>  |
|                                      | Planning for Bushfire Protection (Rural Fire Services, 2006)* | <b>Yes</b>   |
|                                      | Pleasure Point Bushfire Management Plan                       | <b>No</b>  |
| <b>Tidal inundation</b>              | Nil   | <b>No</b>  |
| <b>Subsidence</b>                    | Nil   | <b>No</b>  |
| <b>Acid Sulphate Soils</b>           | Liverpool LEP 2008  | <b>No</b>  |
|                                      | Liverpool DCP 2008  | <b>No</b>  |
| <b>Potentially Contaminated Land</b> | Liverpool DCP 2008  | <b>No</b>  |
|                                      | Liverpool Growth Centre Precincts DCP*                        | <b>Yes</b> , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP |
| <b>Potentially Saline Soils</b>      | Liverpool DCP 2008  | <b>No</b>  |
|                                      | Liverpool Growth Centre Precincts DCP*                        | <b>Yes</b> , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP |



Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

## **7A. Flood related development controls information**

- (a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

**Yes**

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

- (b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

**Yes**

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

*Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.*

## **8. Land reserved for acquisition**

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 27 of the Act?

**No**

## **9. Contribution Plans**

**Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts**

### **9A. Biodiversity certified land\***

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

**Yes, part/all of the land is bio-diversity certified land**

## **10. Biobanking agreements\***

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

**No**

## **10A. Native vegetation clearing set asides**

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

**No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013**

## **11. Bushfire prone land**

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

**Yes, part of the land is bushfire prone land**

## **12. Property vegetation plans\***

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

**No, Liverpool is excluded from the operation of the Native Vegetation Act 2003**

## **13. Orders under Trees (Disputes between Neighbours) Act 2006\***

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

**No, Council has not been notified of an order**

## **14. Directions under Part 3A\***

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

**No**

## **15. Site compatibility certificates and conditions for seniors housing\***

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

**No, Council has not been notified of an order.**

## **16. Site compatibility certificates for infrastructure\***

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

**No**, Council has not been notified of an order

## **17. Site compatibility certificates and conditions for affordable rental housing\***

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

**No**, Council has not been notified of an order.

## **18. Paper subdivision information\***

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

**No**

## **19. Site verification certificates\***

Does a current site verification certificate, apply to the land?

**No**, Council is not aware of a site verification certificate

## **20. Loose-fill asbestos insulation \***

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

**No**

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

## **21. Contaminated land**

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

**No**

(a) Subject to a management order within the meaning of that Act?

No

(b) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(c) Subject to an ongoing maintenance order within the meaning of that Act?

No

(d) Subject of a site audit statement within the meaning of that Act? \*

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



Luke West

For further information, please contact  
CALL CENTRE – 1300 36 2170

Administration Services Coordinator  
Liverpool City Council

**PLANNING CERTIFICATE UNDER SECTION 149  
ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

**Ref.:** 256757-1:61729  
**Ppty:** 23207

**Cert. No.:** 4539

**Applicant:**  
INFOTRACK PTY LIMITED  
GPO BOX 4029  
SYDNEY NSW 2001

**Receipt No.:** 3857729  
**Receipt Amt.:** 53.00  
**Date:** 21-Feb-2018

The information in this certificate is provided pursuant to Section 149(2) of the Environmental Planning and Assessment Act (EP&A Act) 1979, as prescribed by Schedule 4 of the Environmental Planning and Assessment Regulation (EP&A Regulation) 2000. The information has been extracted from Council's records, as they existed at the date listed on the certificate. Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.

The information in this certificate is applicable to the land described below.

**Legal Description:** LOT 987 DP 2475

**Street Address:** 205 SEVENTH AVENUE, AUSTRAL NSW 2179

*Note: Items marked with an asterisk (\*) may be reliant upon information transmitted to Council by a third party public authority. The accuracy of this information cannot be verified by Council and may be out-of-date. If such information is vital for the proposed land use or development, applicants should instead verify the information with the appropriate authority.*

*Note: Commonly Used Abbreviations:*

**LEP:** Local Environmental Plan  
**DCP:** Development Control Plan  
**SEPP:** State Environmental Planning Policy  
**EPI:** Environmental Planning Instrument

## 1. Names of relevant planning instruments and DCPs

- (a) The name of each EPI that applies to the carrying out of development on the land is/are listed below:

LEPs:

**Not Applicable**

SEPPs\*:

**SEPP No. 33 – Hazardous and Offensive Development  
SEPP No. 50 – Canal Estate Development  
SEPP No. 55 – Remediation of Land  
SEPP No. 62 – Sustainable Aquaculture  
SEPP No. 65 – Design Quality of Residential Flat Development  
SEPP (Building Sustainability Index: BASIX) 2004  
SEPP No. 70 – Affordable Housing (Revised Schemes)  
SEPP (Infrastructure) 2007  
SEPP (Mining, Petroleum Production and Extractive Industries) 2007  
SEPP (Miscellaneous Consent Provisions) 2007  
SEPP (State and Regional Development) 2011  
SEPP (Education Establishments and Child Care Facilities) 2017  
SEPP (Vegetation in Non-Rural Areas) 2017  
SEPP (Exempt and Complying Development Codes) 2008  
SEPP (Sydney Region Growth Centres) 2006  
SEPP (Affordable Rental Housing) 2009  
SEPP (Housing for Seniors or People with a Disability) 2004  
SEPP No 19 – Bushland in Urban Areas  
SEPP No 21 – Caravan Parks  
SEPP No 30 – Intensive Agriculture  
SEPP No 44 – Koala Habitat Protection  
SEPP No 64 – Advertising and Signage**

Deemed SEPPs\*:

**SREP No 20 – Hawkesbury – Nepean River (No. 2 – 1997)**

- (a) The name of each draft EPI, or Planning Proposal (which has been subject to community consultation).

Draft LEPs:

**N/A**

Draft SEPPs\*:

**Draft SEPP (Competition) 2010**

- (b) The name of each DCP that applies to the carrying out of development on the land.

**Liverpool Growth Centre Precincts DCP****2. Zoning and land use under relevant LEPs and /or SEPPs**

This section contains information required under subclauses 2 and 2A of Schedule 4 of the EP&A Regulation 2000. Subclause 2 of the regulation requires Council to provide information with respect to zoning and land-use in areas zoned by, or proposed to be zoned by, a LEP. Subclause 2A of Schedule 4 of the regulation requires Council to provide information with respect to zoning and land-use in areas which are zoned by, or proposed to be zoned by, the SEPP (Sydney Region Growth Centres) 2006. The land use and zoning information under any EPI applying to the land is given below.

- (a) Name of zone, and the EPI from which the land zoning information is derived.

**R2 Low Density Residential - SEPP (Sydney Region Growth Centres) 2006**

- (b) The purposes for which development may be carried out within the zone without the need for development consent

**Home-based child care; Home occupations**

- (c) The purposes for which development may not be carried out within the zone except with development consent

**Attached dwellings; Bed and breakfast accommodation; Boarding houses; Business identification signs; Child care centres; Community facilities; Drainage; Dual occupancies; Dwelling houses; Educational establishments; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home businesses; Home industries; Multi dwelling housing; Neighbourhood shops; Places of public worship; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Shop top housing; Studio dwellings**

- (d) The purposes for which the instrument provides that development is prohibited within the zone

**Any development not specified in item (b) or (c)**

- (e) If a dwelling house is a permitted use, are there any principal development standards applying to the land that fix minimum land dimensions for the erection of a dwelling house?

**No**

- (f) Does the land include or comprise critical habitat?

**No**



(g) Is the land is in a conservation area (however described):

**No**

(h) Is there an item of environmental heritage (however described) situated on the land

**No**

### 3. Complying development

The information below outlines whether complying development is permitted on the land as per the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 SEPP of the (Exempt and Complying Development Codes) 2008.

The first column identifies the code(s). The second column describes the extent of the land in which exempt and complying development is permitted for the code(s) given to the immediate left. The third column indicates the reason as to why exempt and complying development is prohibited on some or all of the land, and will be blank if such development is permitted on all of the land.

| Code   | Extent of the land for which development is permitted: | The reason(s) as to why development is prohibited: |
|--|--|--|
| General Housing Code and Rural Housing Code  | <b>All</b>   |  |
| Commercial and Industrial (New Buildings and Additions) Code   | <b>All</b>   |  |
| General Development Code, Fire Safety Code, Housing Alterations Code, Commercial and Industrial Alterations Code, Subdivisions Code, and Demolition Code | <b>All</b>   |  |

Note: If 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 below will describe that a restriction applies to the land, but it may not apply to all of the land, and that council does not



have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Nil

#### **4. Coastal protection\***

Has the Department of Finance, Services and Innovation notified Council of the land being affected by 38 or 39 of the Coastal Protection Act, 1979?

No

#### **4A. Certain information relating to beaches and coasts\***

(a) Has an order has been made under Part 4D of the Coastal Protection Act 1979 on the land (or on public land adjacent to that land)?

No

(a) Has Council been notified under section 55X of the Coastal Protection Act 1979 that temporary coastal protection works have been placed on the land (or on public land adjacent to that land), and if works have been so placed, is council is satisfied that the works have been removed and the land restored in accordance with that Act?

Not applicable

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

Has the owner (or any previous owner) of the land consented, in writing, that the land is subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act)?

No

#### **5. Mine subsidence\***

Is the land a proclaimed to mine subsidence district within the meaning of section 15 of the Mine Subsidence Compensation Act 1961?

No

#### **6. Road widening and road realignment**

Is the land is affected by any road widening or road realignment under:

(a) Division 2 of Part 3 of the Roads Act 1993?\*

No

(a) An EPI?

No

(b) A resolution of the council?

No

## 7. Council and other public authority policies on hazard risk restrictions

The following table lists hazard/risk policies that have been adopted by Council (or prepared by another public authority and subsequently adopted by Council). The right-most column indicates whether the land is subject to those policies.

| Hazard/Risk                          | Adopted Policy  | Does this hazard/risk policy apply to the land?  |
|--------------------------------------|---|--|
| <b>Landslip hazard</b>               | Nil   | <b>No</b>  |
| <b>Bushfire hazard</b>               | Liverpool DCP 2008  | <b>No</b>  |
|                                      | Liverpool Growth Centre Precincts DCP*                        | <b>Yes</b>   |
|                                      | Edmondson Park South DCP 2012                                 | <b>No</b>  |
|                                      | Planning for Bushfire Protection (Rural Fire Services, 2006)* | <b>Yes</b>   |
|                                      | Pleasure Point Bushfire Management Plan                       | <b>No</b>  |
| <b>Tidal inundation</b>              | Nil   | <b>No</b>  |
| <b>Subsidence</b>                    | Nil   | <b>No</b>  |
| <b>Acid Sulphate Soils</b>           | Liverpool LEP 2008  | <b>No</b>  |
|                                      | Liverpool DCP 2008  | <b>No</b>  |
| <b>Potentially Contaminated Land</b> | Liverpool DCP 2008  | <b>No</b>  |
|                                      | Liverpool Growth Centre Precincts DCP*                        | <b>Yes</b> , see Figure 2-8 of Schedule 1 of the Liverpool Growth Centres Precinct DCP |
| <b>Potentially Saline Soils</b>      | Liverpool DCP 2008  | <b>No</b>  |
|                                      | Liverpool Growth Centre Precincts DCP*                        | <b>Yes</b> , see Figure 2-4 of Schedule 1 of the Liverpool Growth Centres Precinct DCP |

Note: Land for which a policy applies does not confirm that the land is affected by that hazard/risk. For example, all land for which the Liverpool DCP applies is subject to controls relating to contaminated land, as this policy contains triggers and procedures for identifying potential contamination. Applicants are encouraged to review the relevant policy, and other sections of this certificate, to determine what effect, if any, the policy may have on the land.

## **7A. Flood related development controls information**

- (a) For the purpose of residential accommodation (excluding group homes or seniors housing), is the land, or part of the land, within the flood planning area and subject to flood planning controls?

**Yes**

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

- (b) Is development on that land, or part of the land, for any other purpose subject to flood related development controls?

**Yes**

For details of these controls, please refer to the flooding section of the relevant DCP(s) as specified in Section 1(c) of this certificate.

*Note: Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.*

## **8. Land reserved for acquisition**

Does a LEP, draft LEP, SEPP or draft SEPP identify the acquisition of the land, or part of the land, by a public authority, as referred to in section 27 of the Act?

**No**

## **9. Contribution Plans**

**Liverpool Contributions Plan 2014 - Austral and Leppington North Precincts**

### **9A. Biodiversity certified land\***

Is the land, or part of the land, biodiversity certified land (within the meaning of Part 8 of the Biodiversity Conservation Act 2016)?

**Yes, part/all of the land is bio-diversity certified land**

## **10. Biobanking agreements\***

Is the land subject to a bio-banking agreement under Part 6 of the Biodiversity Conservation Act 2016, as notified to Council by the Chief Executive of the Office of Environment and Heritage?

**No**

## **10A. Native vegetation clearing set asides**

Does the land contain a set aside area under section 60ZC of the Local Land Services Act 2013?

**No, Liverpool is excluded from section 60ZC of the Local Land Services Act 2013**

## **11. Bushfire prone land**

Is the land or part of the land, bushfire prone land as defined by the EP&A Act 1979?

**Yes, part of the land is bushfire prone land**

## **12. Property vegetation plans\***

Is Council aware of the land being subject to a Property Vegetation Plan under the Native Vegetation Act 2003?

**No, Liverpool is excluded from the operation of the Native Vegetation Act 2003**

## **13. Orders under Trees (Disputes between Neighbours) Act 2006\***

Does an order, made under the Trees (Disputes Between Neighbours) Act 2006 in relation to carrying out of work in relation to a tree on the land, apply?

**No, Council has not been notified of an order**

## **14. Directions under Part 3A\***

Is there a direction (made by the Minister) that a provision of an EPI in relation to a development does not have effect?

**No**

## **15. Site compatibility certificates and conditions for seniors housing\***

(a) Is there is a current site compatibility certificate (seniors housing), in respect of proposed development on the land?

**No, Council has not been notified of an order.**

## **16. Site compatibility certificates for infrastructure\***

(a) Is there is a current site compatibility certificate (infrastructure), in respect of proposed development on the land?

**No**, Council has not been notified of an order

## **17. Site compatibility certificates and conditions for affordable rental housing\***

Is there is a current site compatibility certificate (Affordable housing), in respect of proposed development on the land?

**No**, Council has not been notified of an order.

## **18. Paper subdivision information\***

Does any development plan adopted by a relevant authority (or proposed plan subject to a consent ballot) apply to the land? If so the date of the subdivision order that applies to the land.

**No**

## **19. Site verification certificates\***

Does a current site verification certificate, apply to the land?

**No**, Council is not aware of a site verification certificate

## **20. Loose-fill asbestos insulation \***

Is a dwelling on the land listed on the register (maintained by the NSW Department of Fair Trading) as containing loose-fill asbestos insulation?

**No**

Note: despite any listing on the register, any buildings constructed before 1980 may contain loose-fill asbestos insulation or other asbestos products.

## **21. Contaminated land**

Is the land:

(a) Significantly contaminated land within the meaning of that Act?

**No**

(a) Subject to a management order within the meaning of that Act?

No

(b) Subject of an approved voluntary management proposal within the meaning of that Act?

No

(c) Subject to an ongoing maintenance order within the meaning of that Act?

No

(d) Subject of a site audit statement within the meaning of that Act? \*

No

Note: in this clause 'the Act' refers to the Contaminated Land Management Act 1997.



Luke West

Administration Services Coordinator  
Liverpool City Council

For further information, please contact  
CALL CENTRE – 1300 36 2170

## 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*)? 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 Consumer, Trader and Tenancy Tribunal for an order?
  - (b) have any orders been made by the Consumer, Trader and Tenancy 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?
  - (c) the vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956*) at least 14 days before completion.

### Survey and building

13. 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.
14. 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.
15.
  - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* 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* 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*.
16. 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?
17. 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* and *Local Government Act 1993*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992* 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* 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.
- 18.
- (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 18(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* or the *Encroachment of Buildings Act 1922*?
- Affectations**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. 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?
21. 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?
- 22.
- (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?
23. 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**
24. 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**
25. 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.
26. 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.
27. 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.
28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.





GOLDMAP 3 PTY LTD  
26 BRUETTE DRIVE  
CASTLE HILL NSW 2154

Our reference: 7107893813326  
Phone: 13 28 66  
5 July 2018

## Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

|                              |  |
|------------------------------|--|
| Notice number                | 2410149151171                            |
| Vendor name                  | GOLDMAP 3 PTY LTD                        |
| Previous Vendor name         |  |
| Vendor address               | 26 BRUETTE DRIVE<br>CASTLE HILL NSW 2154 |
| Clearance Certificate Period | 4 July 2018 to 4 July 2019               |

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,  
**Jeremy Hirschhorn**  
Deputy Commissioner of Taxation

### NEED HELP

Learn more about foreign resident capital gains withholding at [ato.gov.au/FRCGW](http://ato.gov.au/FRCGW)

### CONTACT US

In Australia? Phone us on  
**13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.