

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Osborn George 20A William St, Raymond Terrace NSW 2324	phone: (02) 4987 3571 email: joel.osborn@osborngeorge.com.au ref: Joel Osborn

co-agent**vendor**

vendor's solicitor	Bolster & Co 8 Beryl St Tweed Heads NSW 2485	phone: 07 5536 1188 email: aimeeg@bolster.com.au ref: 20260038
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date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	22 Round Hill Crescent, Karuah, NSW 2324 LOT 559 DEPOSITED PLAN 11741 Folio Identifier 559/11741	

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

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

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

inclusions	☐ air conditioning	☐ curtains	☐ insect screens	☐ range hood
	☐ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
	☐ built-in wardrobes	☐ EV charger	☐ light fittings	☐ solar power battery
	☐ ceiling fans	☐ fixed floor coverings	☐ pool equipment	☐ stove
	☐ clothes line	☐ 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)
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Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

Pexa

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☐ 8 sewerage infrastructure location diagram (service location print) ☐ 9 sewer lines location diagram (sewer service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☐ 59 disclosure statement - off the plan contract ☐ 60 other document relevant to the off the plan contract
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Other ☐ 61

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
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. The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</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 20 of the Swimming Pools Regulation 2018)

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4 3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development contract or management 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 s174 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

22 ROUND HILL CRES KARUAH NSW 2324

SPECIAL CONDITIONS

Sale of 22 Round Hill Crescent, Karuah NSW 2324

1. Alterations to printed form

- 1.1. Clause 7.1.1 of this contract is amended by deleting the words '5% of the price' and inserting '\$1' in their place.
- 1.2. Clause 24.3.3 of this contract is deleted.
- 1.3. Clause 29 of this contract is deleted.
- 1.4. The definition of "settlement cheque" is amended to read: "an unendorsed *cheque* made payable to the person to be paid and drawn on its own funds by a *bank*."

2. Whole Agreement

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

3. Real Estate Agents

The purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent or co-agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.

4. Notice to Complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

5. Condition of Property

The purchaser accepts the property in its present condition and state of repair with all faults latent and patent subject to fair wear and tear as provided in clause 10.1.4 and the purchaser cannot make a claim or requisition or rescind or terminate in this regard.

6. Capacity

- 6.1. Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included, if either party (and if more than one person comprises that first party then any one of them) prior to completion:
 - 6.1.1. Dies or becomes mentally ill, then the either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
 - 6.1.2. being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.
- 6.2. The purchaser promises that the purchaser has the legal capacity to enter into this contract.

7. Late Completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 9% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion. In addition the purchaser shall pay the sum of \$440.00 (including GST) for the vendor's additional legal costs in the event that the vendor serves a notice to complete.

8. Smoke Alarms

The purchaser cannot make a claim or requisition or rescind or terminate should the vendor not have complied with the provisions of the regulations under the *Environmental Planning and Assessment Act 1979* relating to the installation of smoke alarms in the property.

9. Requisitions on Title

The Purchaser acknowledges and agrees that the only form of general requisitions on title that the Purchaser shall be entitled to raise pursuant to Clause 5.1 hereof shall be in the form of the requisitions on title that are annexed to this contract.

10. Facsimile and Electronic Transmission

The parties agree to accept, for the purpose of exchange of contracts, signatures by either the Vendors or Purchaser which are facsimile, photocopy or any other form of electronic signature. The parties agree that they shall not make any requisition, objection, claim for compensation or delay completion due to the manner of execution of this contract as at the exchange date.

REQUISITIONS ON TITLE

Property: 22 Round Hill Crescent, Karuah NSW 2324

Purchaser:

Vendor: [REDACTED]

The following requisitions do not cover matters that are normally covered by pre contract enquiries, the law and the contract.

A Vendor who supplies a deliberately false answer to a requisition is liable in damages for deceit if the answer is intended to, and does, induce the Purchaser to complete. This extends not only to the original replies, but to situations where the Vendor is unaware of the error when delivering answers but discovers the error before settlement and fails to disclose the truth to the Purchaser.

All Properties:

1. Are there any restrictions on the right of the registered proprietor to convey to the Purchaser the property and inclusions free of encumbrances and with vacant possession?
2. Are there any encroachments by or upon the property?
3. Has the construction and use of the improvements erected on the property been approved by the responsible authorities and comply with their requirements?
4. Is the Vendor aware of anything that affects the use of the property that is not immediately apparent to the Purchaser on normal inspection?
5. Are there any advices, proposals, enquiries, notices, claims or disputes that might affect the property?

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

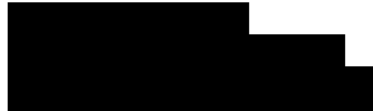
FOLIO: 559/11741

SEARCH DATE	TIME	EDITION NO	DATE
8/4/2026	2:29 PM	6	15/9/2018

LAND

LOT 559 IN DEPOSITED PLAN 11741
LOCAL GOVERNMENT AREA PORT STEPHENS
PARISH OF TAREAN COUNTY OF GLOUCESTER
TITLE DIAGRAM DP11741

FIRST SCHEDULE



(TA AB141316)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 H79268 COVENANT
- 3 AC329691 MORTGAGE TO BENDIGO AND ADELAIDE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

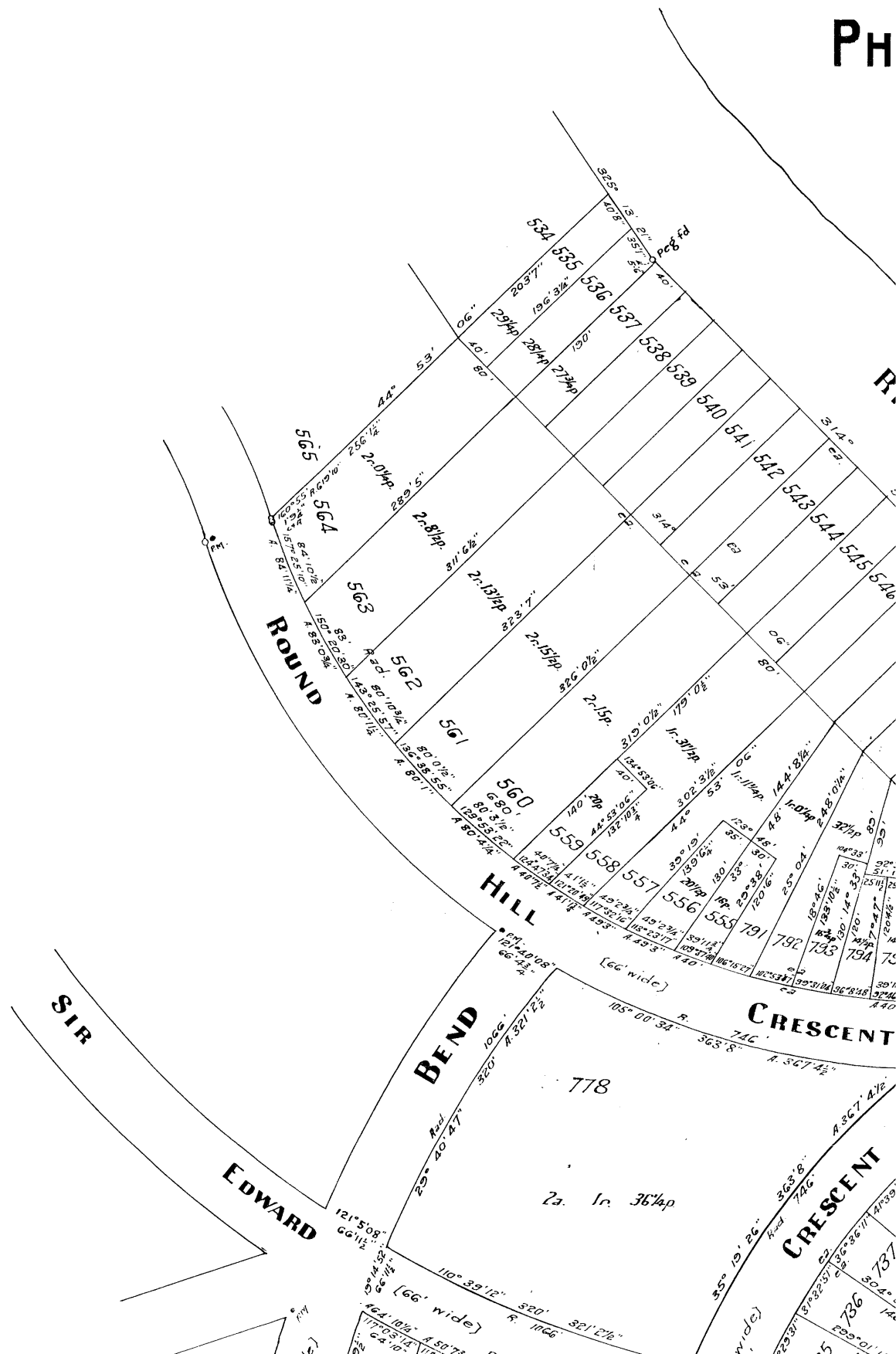
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DP 11741 1/4 (E)

DP 11741

SH. 1/4

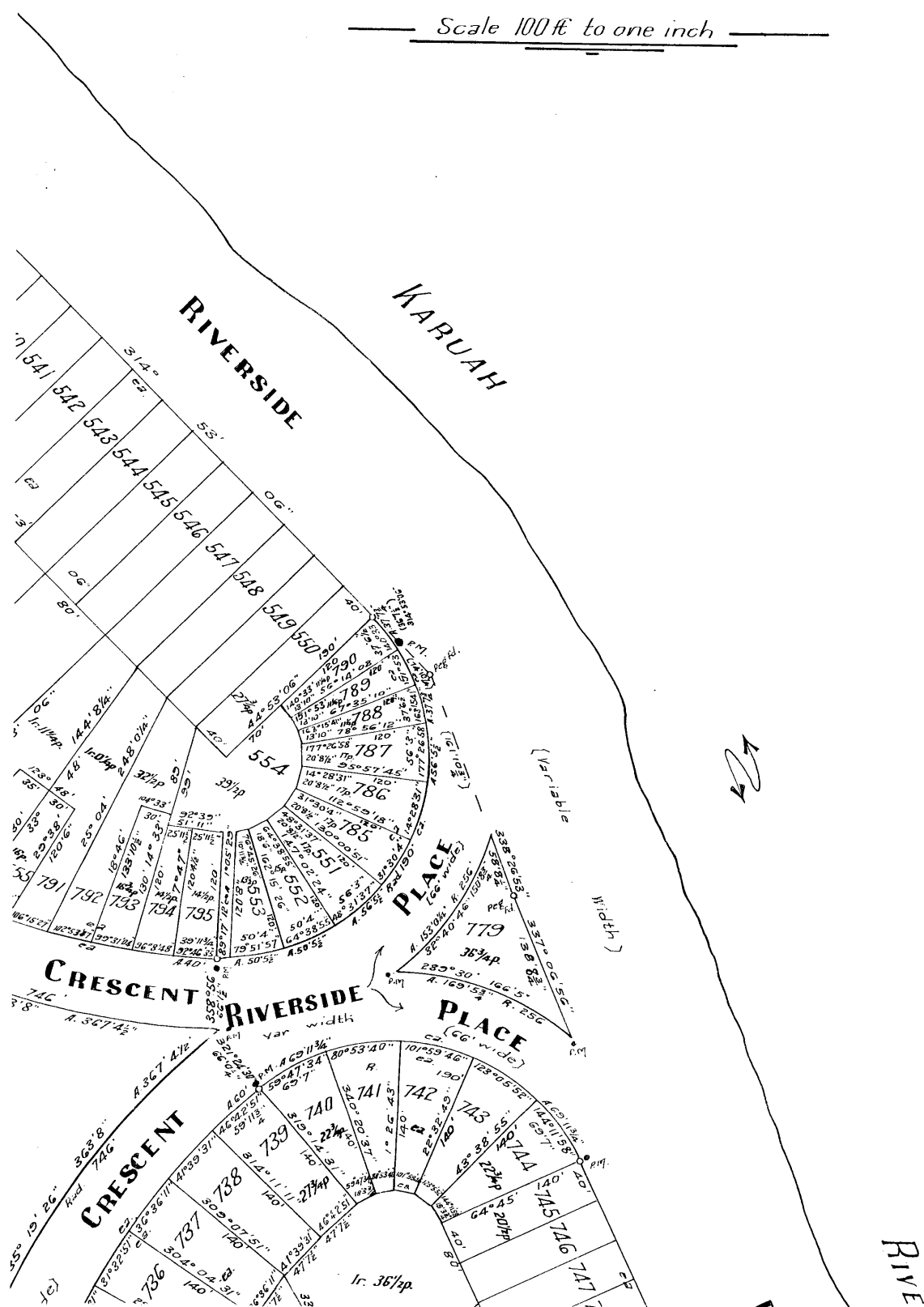
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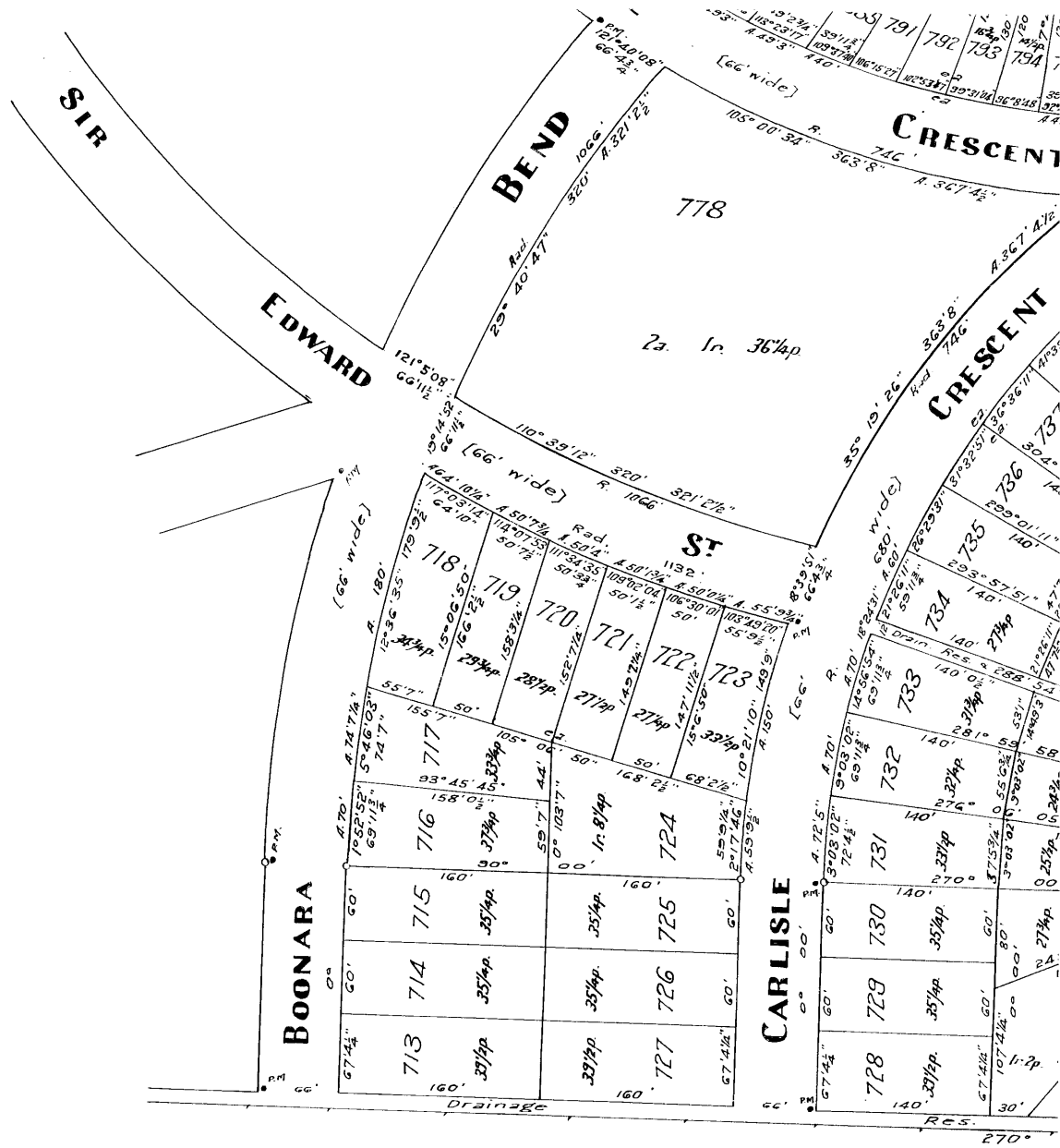


— of subdivision of Portion 58 —

PH. TAREAN Co. GLOUCESTER

Scale 100 ft to one inch

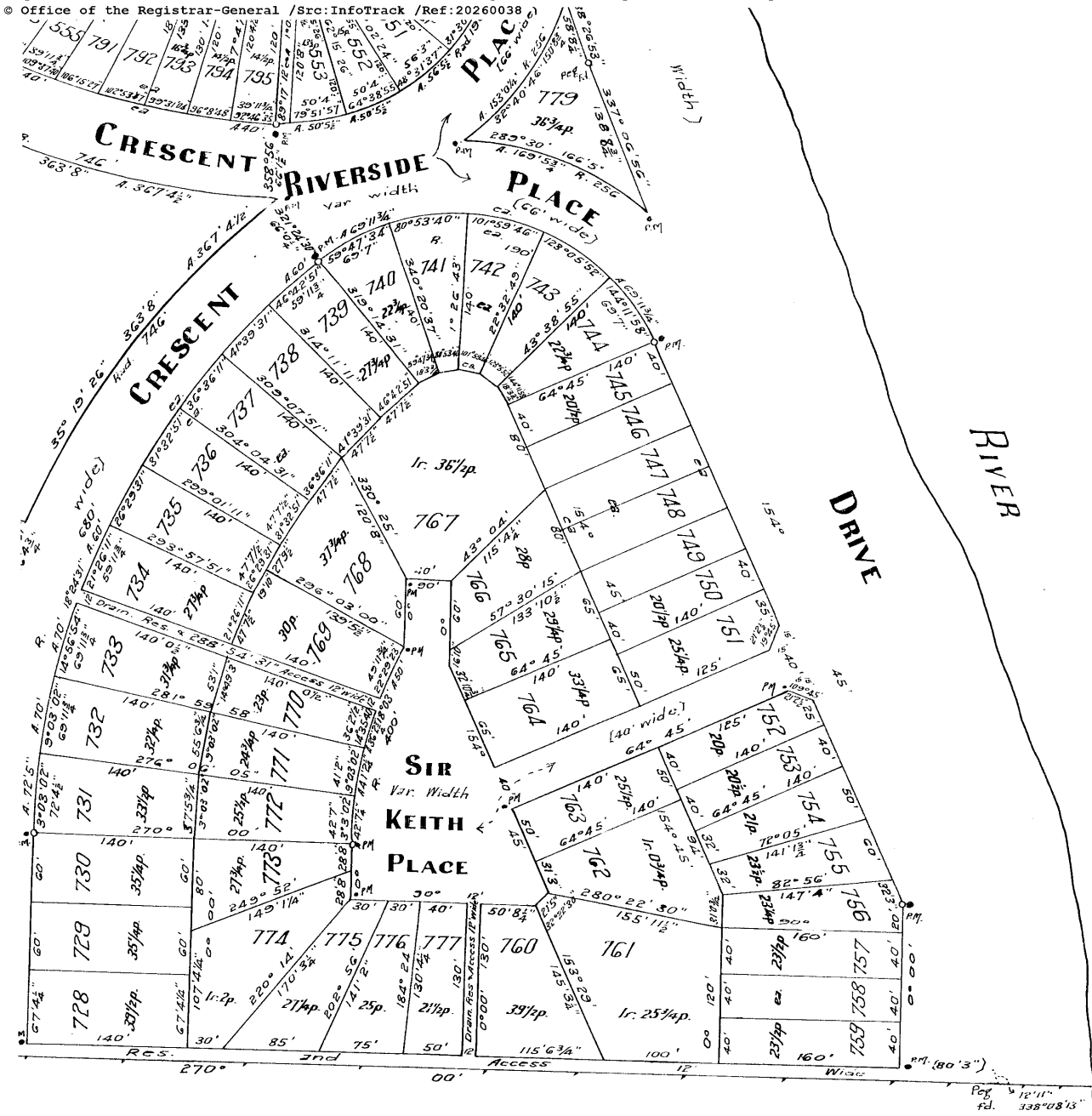




DP 11741 1/4 (E)

Datum Line of Azimuth A.B.
 Date of Survey June 1922

Subscribed and declared
 this 18th day



— Statement —

All new roads, streets and lanes are to be dedicated to the Public.
No restrictions are at present stipulated for by the vendor.

A. G. Russell
Secretary



Henry P. Halloran
Solicitor

I, Henry Ferdinand Halloran, of Sydney Licensed Surveyor, specially licensed under the Real Property Act, do hereby solemnly and sincerely declare that the boundaries and measurements shewn in this plan are correct for the purposes of the said Act and that the survey of the land to which the plan relates has been made under my immediate supervision and I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

Subscribed and declared before me at Sydney

this 18th day of July 1922

[Signature]
J.P.

[Signature]
Henry P. Halloran

Licensed Surveyor

DP 11741 1/4 (E)

Sh. 2

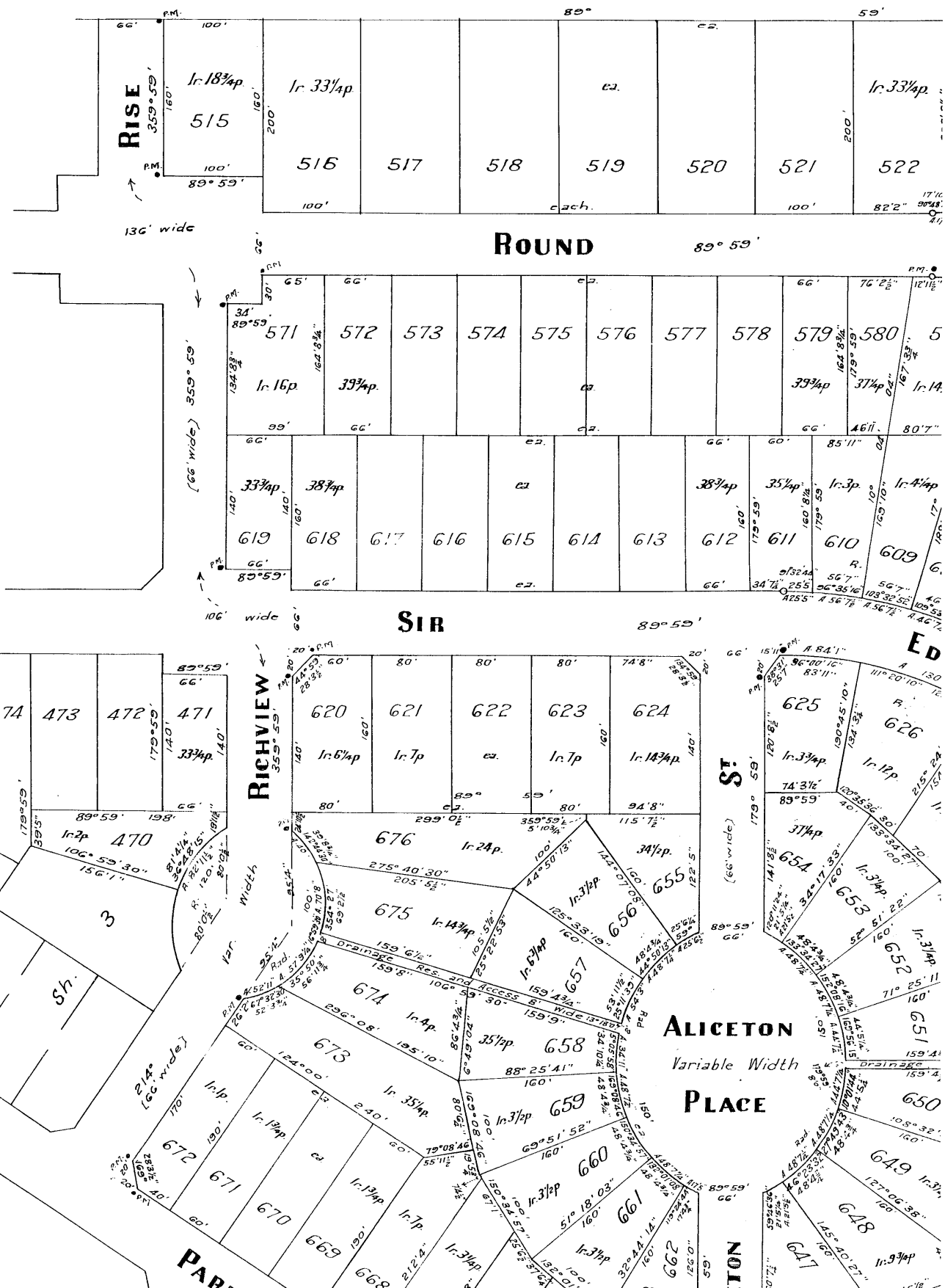
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DP 11741 2/4 (E)

SCALE 100ft to one

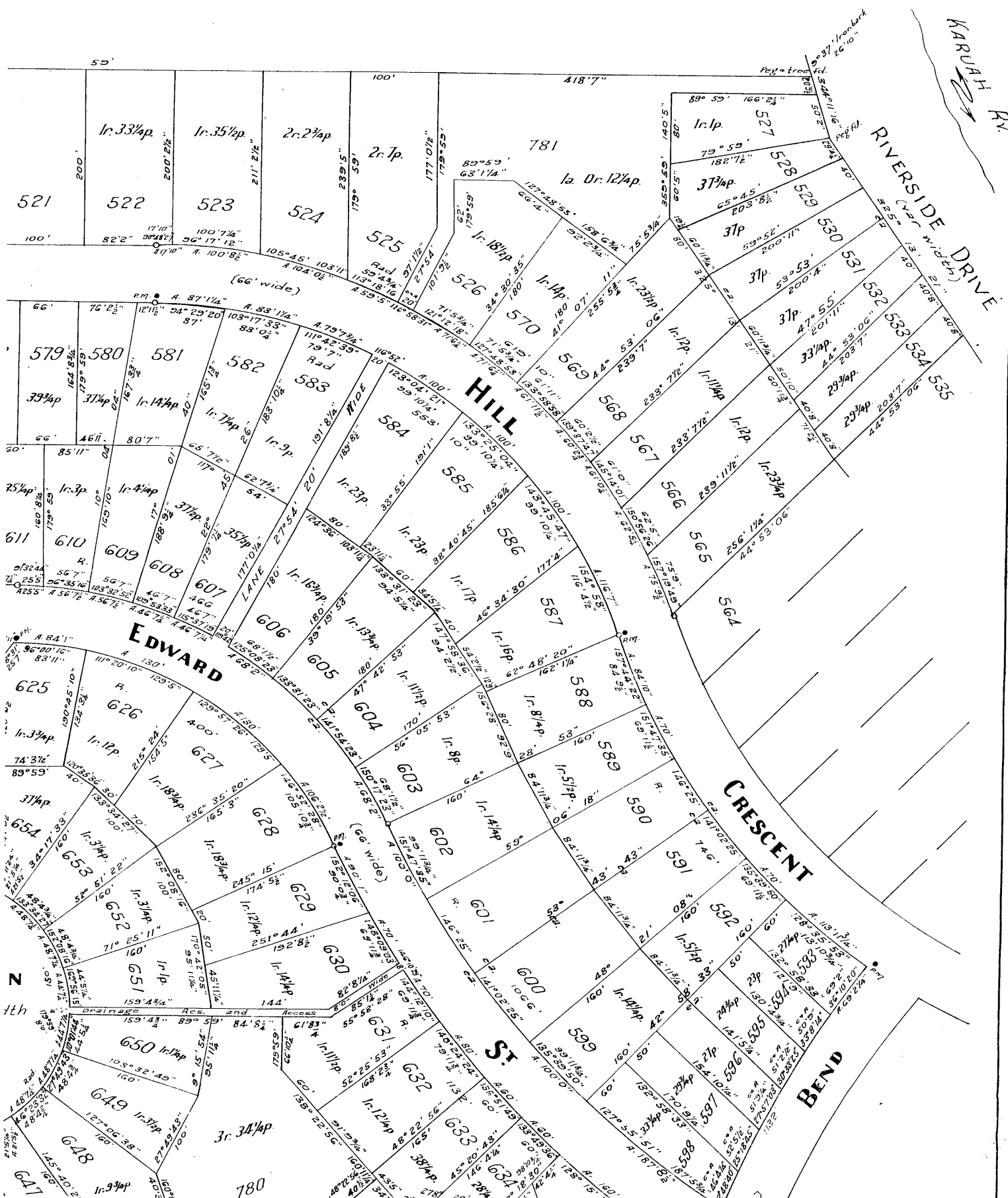
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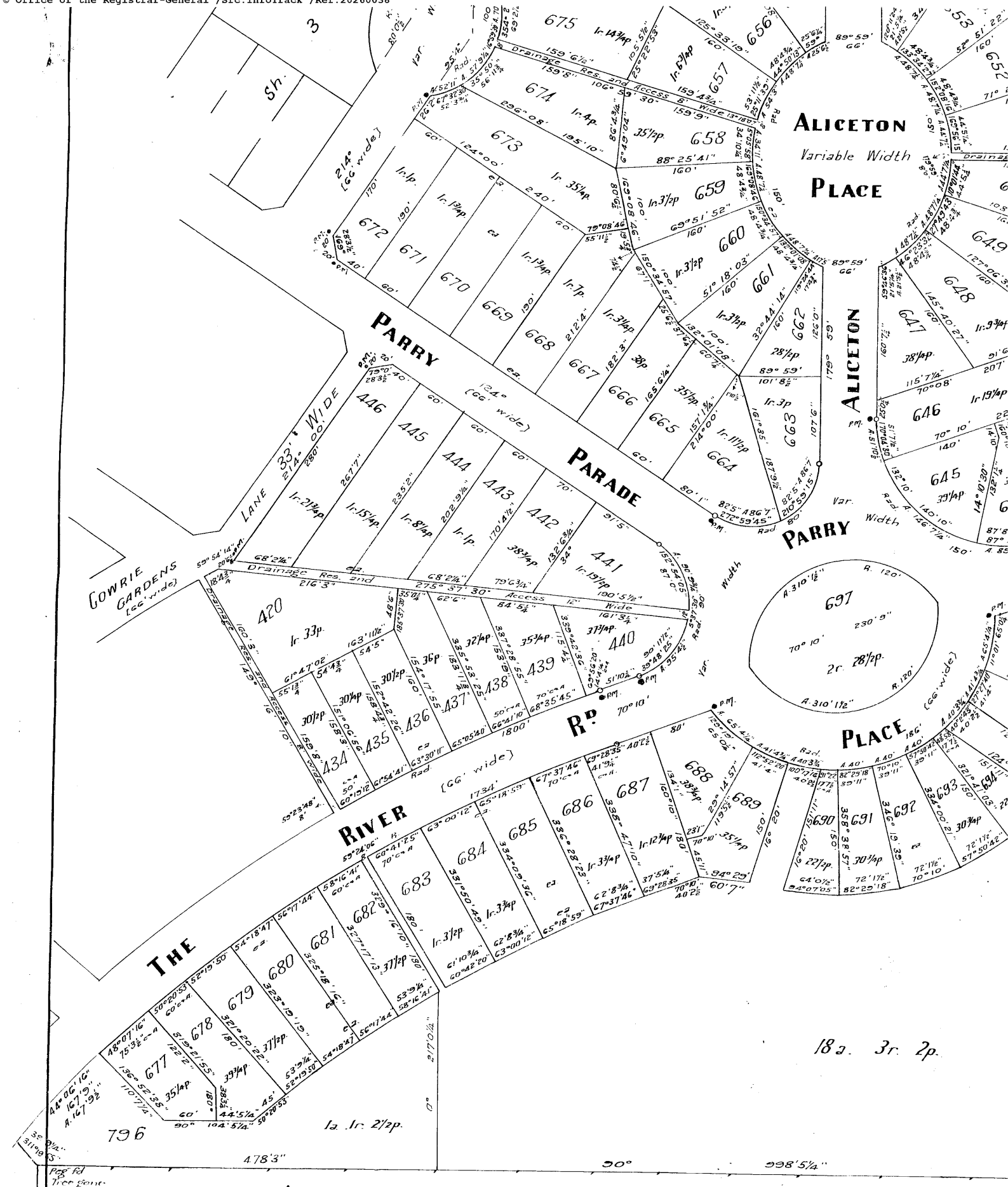


1" = 100ft to one inch

DP 11741 2/4 (E)

Por. 63

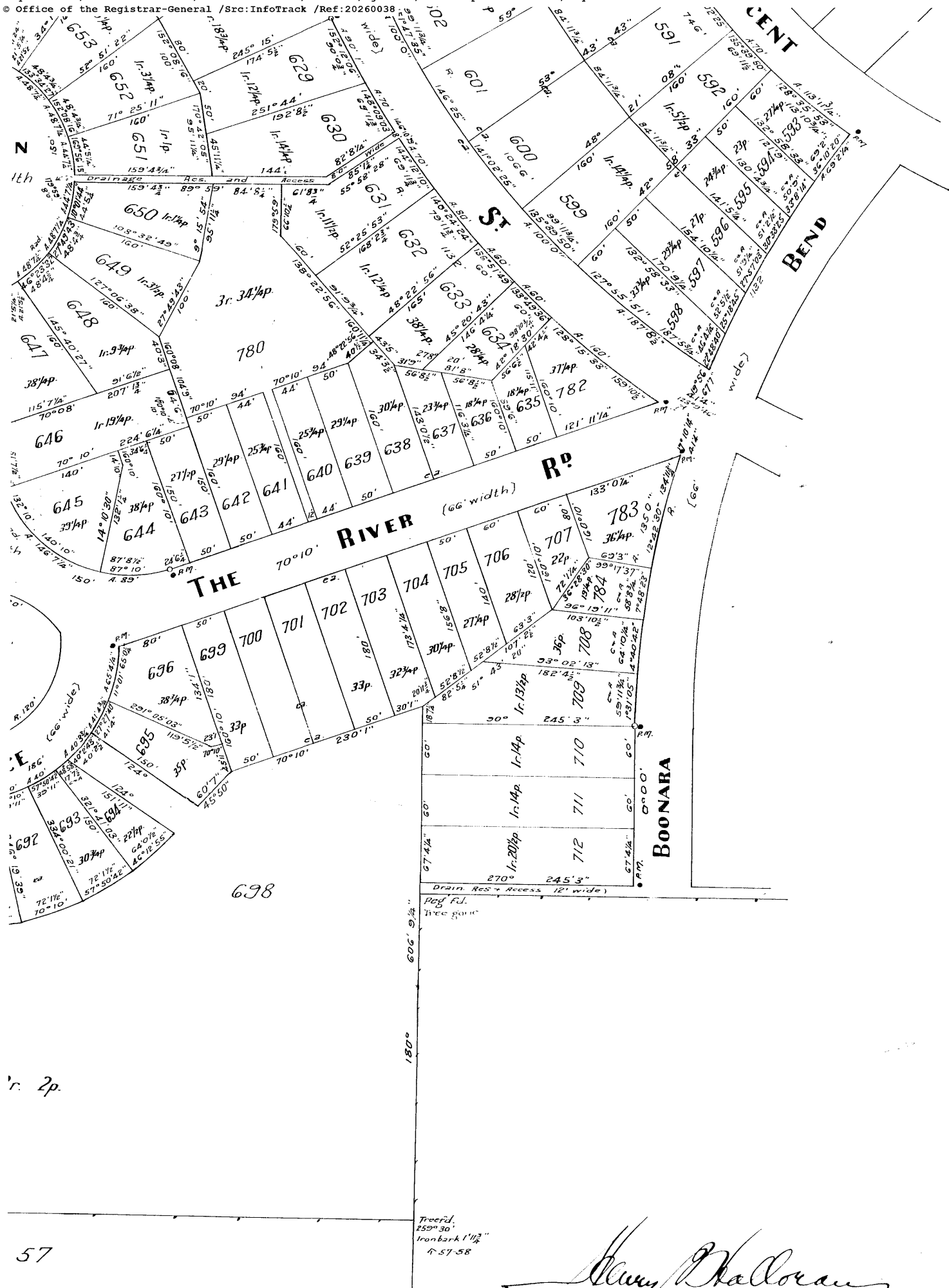




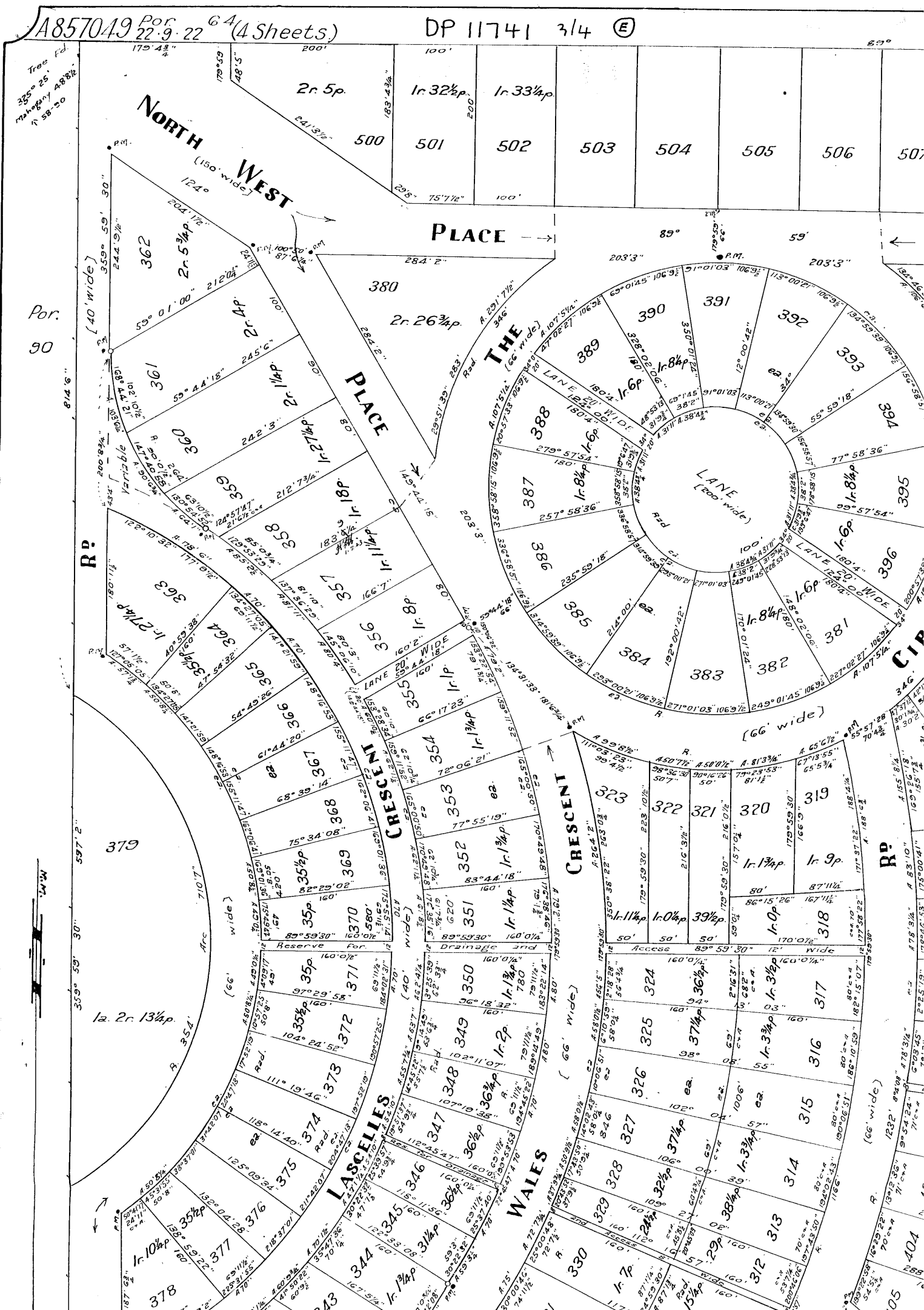
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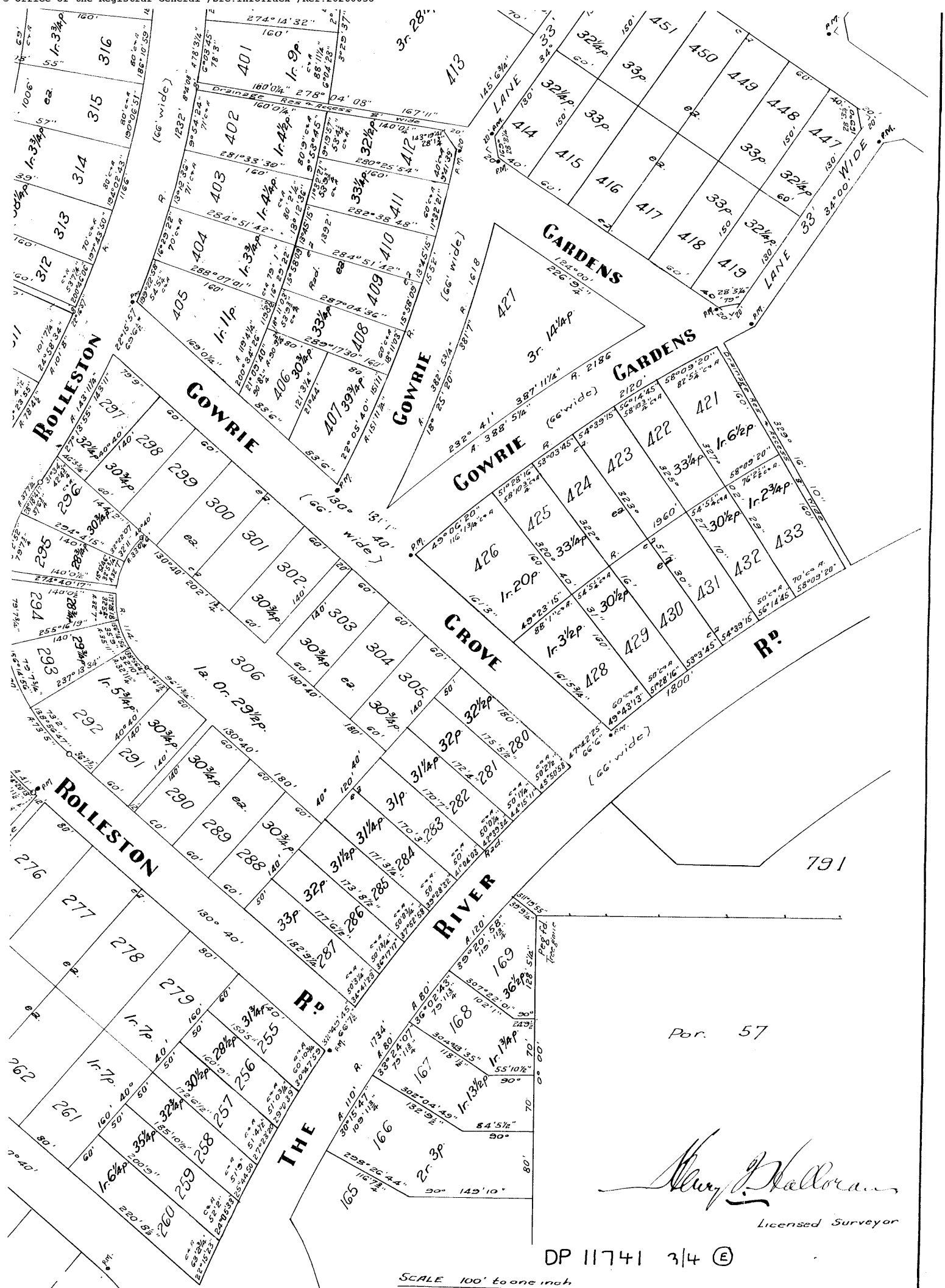
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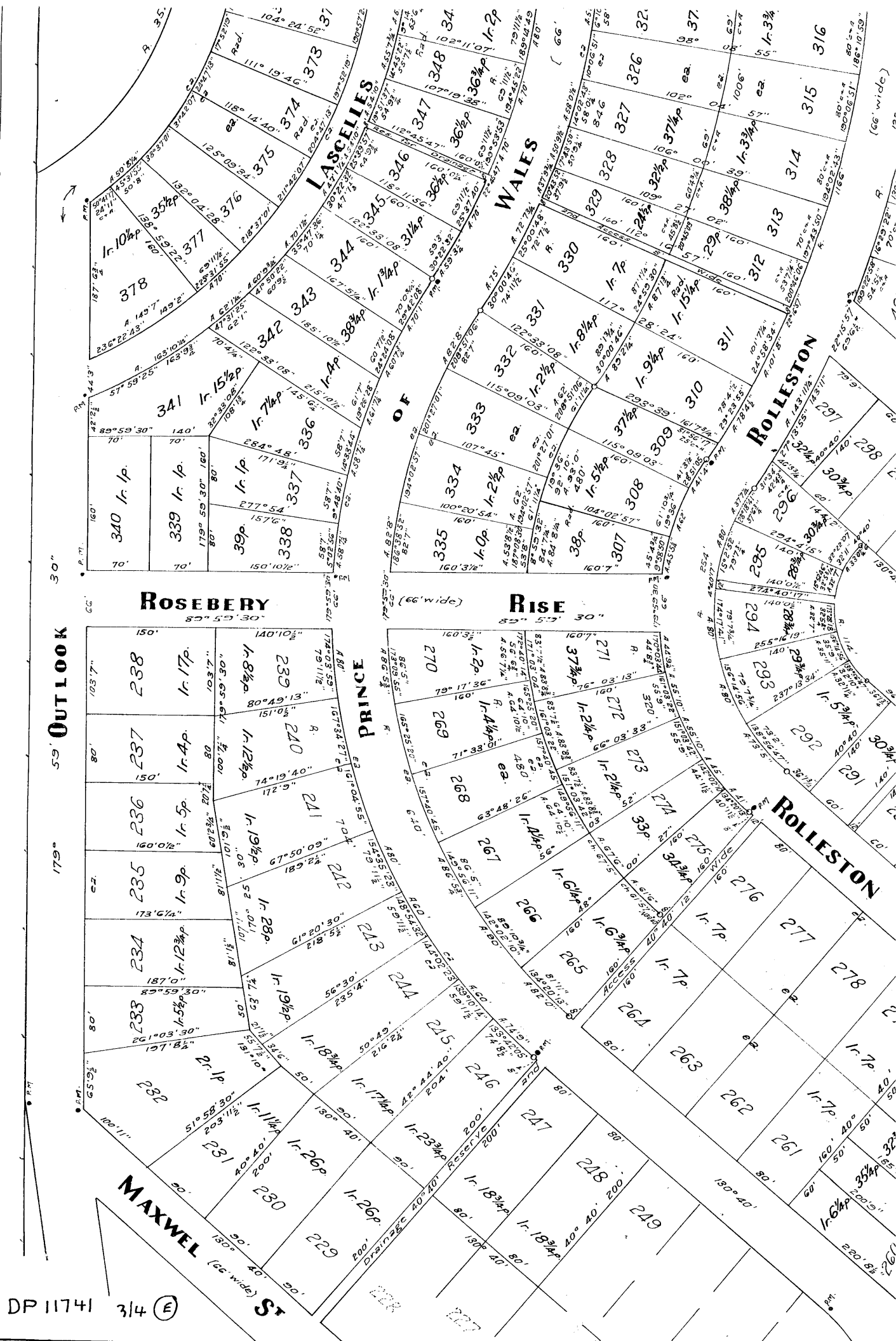
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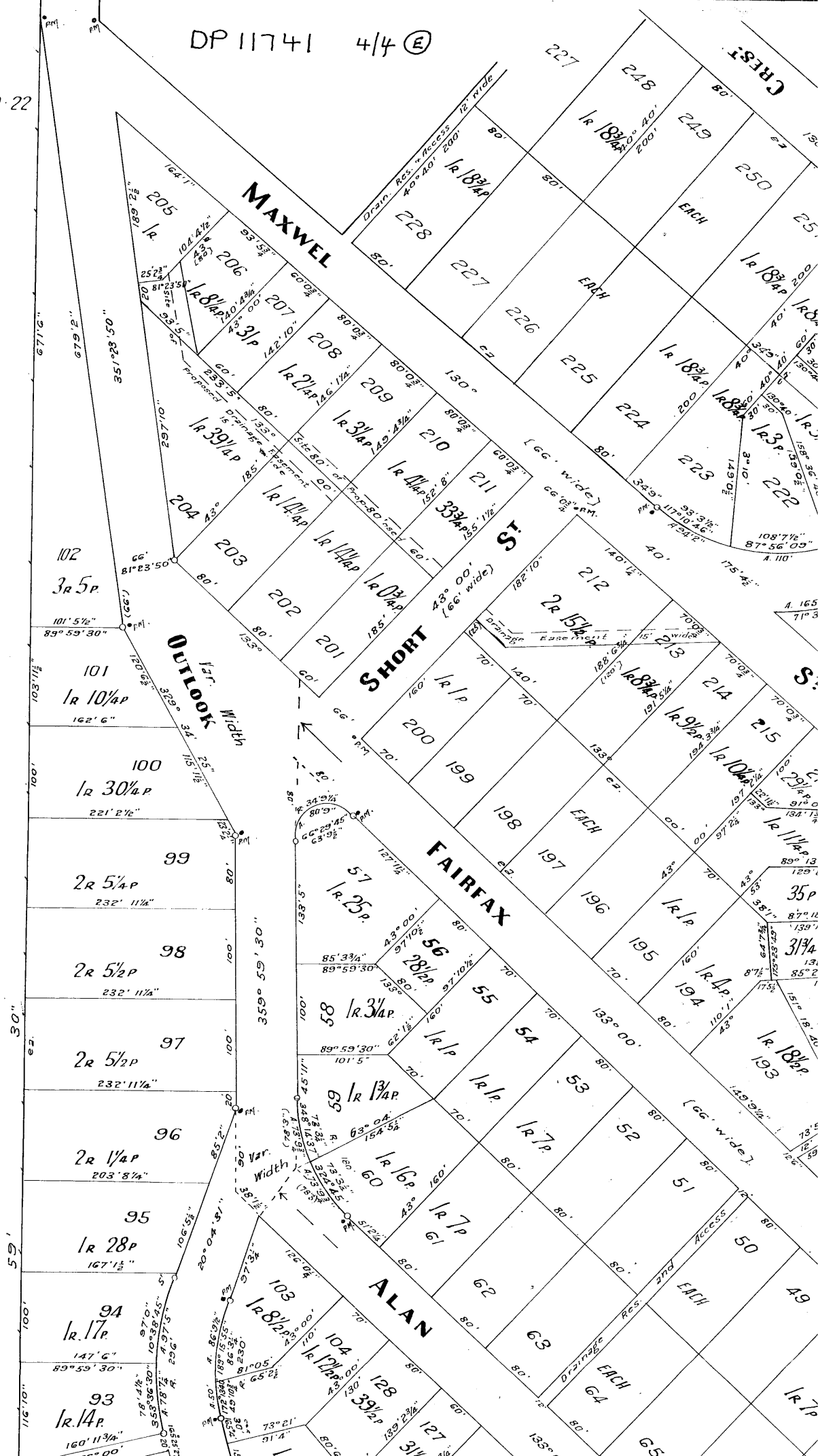


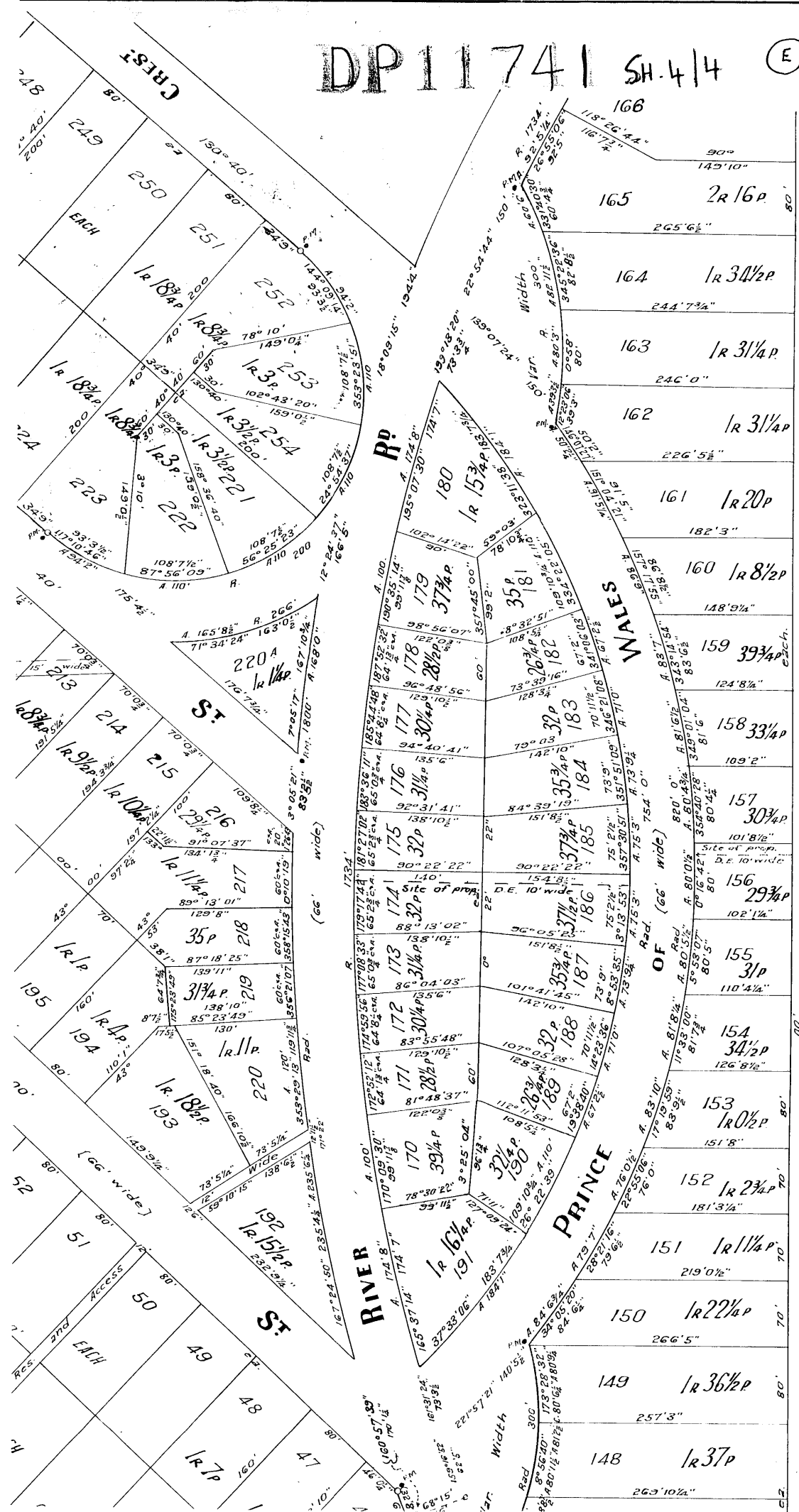
Licensed Surveyor:

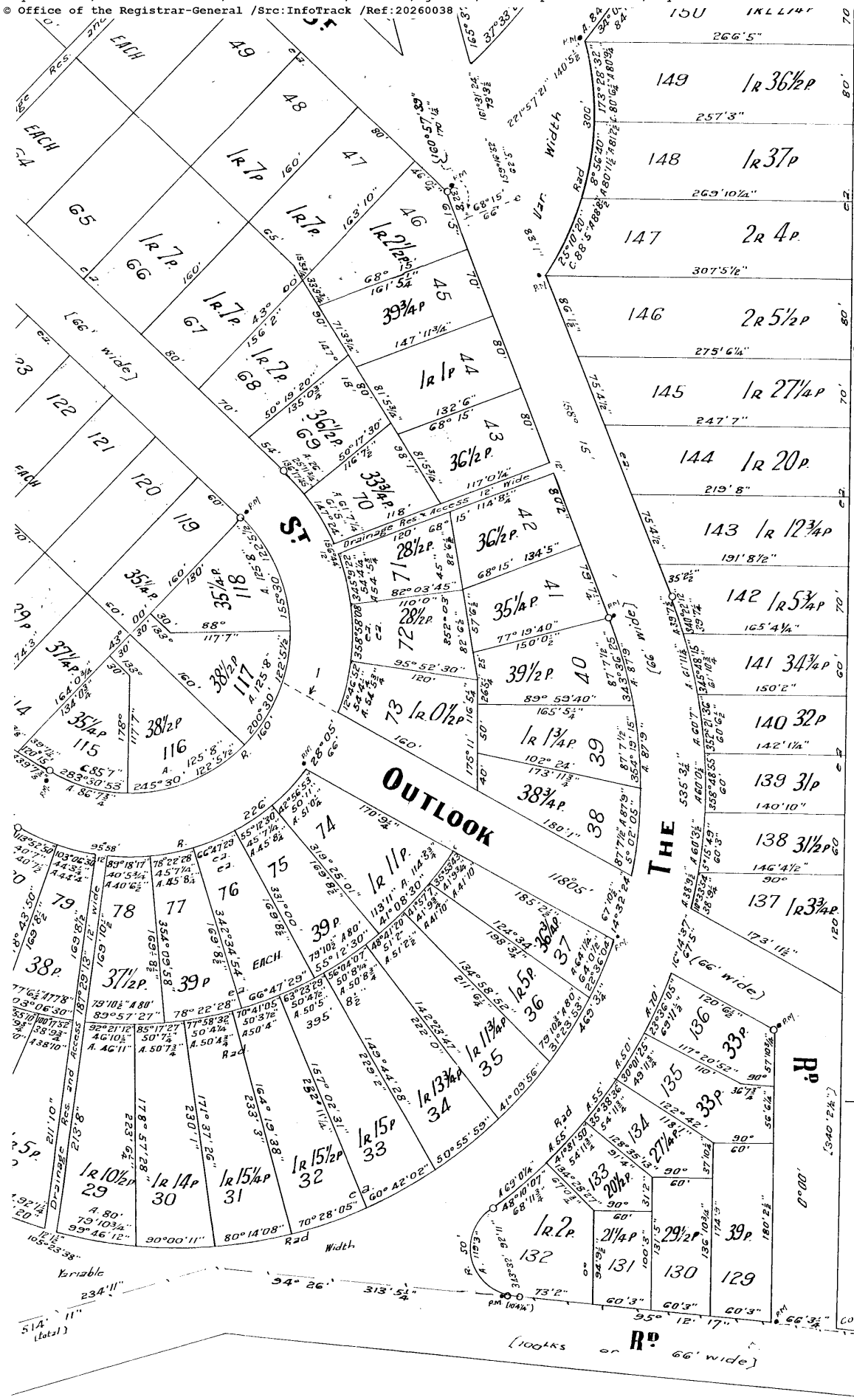










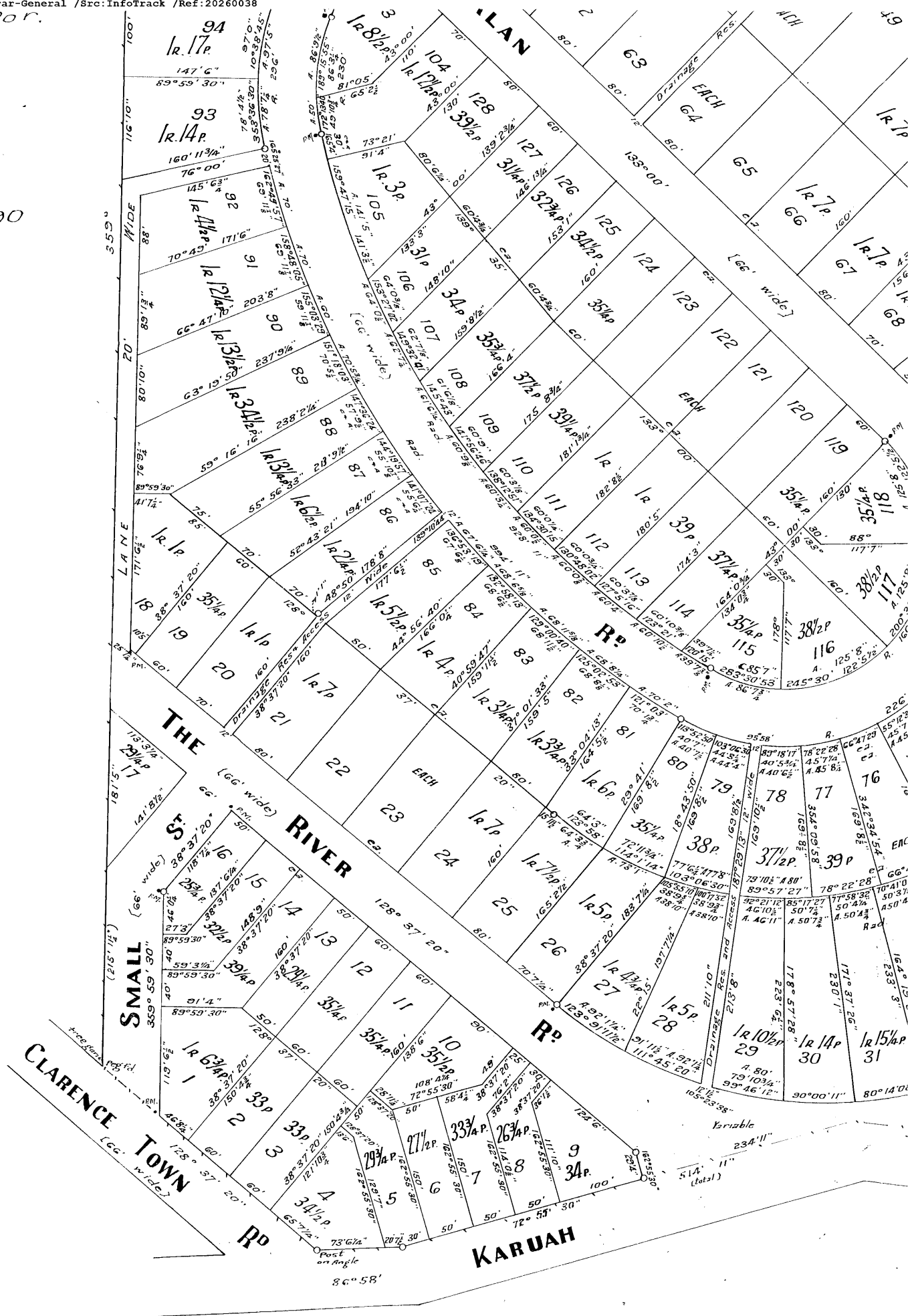


DP 11741 414 (E)

SCALE 100 ft to one inch

Por.

90



DP 11741 4/4 (E)

SCALE 100

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

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1 2 1/2	1	0.37	
1 9 1/4	2	0.54	
2 3 1/8	3	0.69	
3 11 3/4	4	0.735	
5 0 1/8	5	1.215	
5 6	6	1.525	
5 11 1/2	7	1.675	
6 4 1/4	8	1.815	
6 7 1/2	9	1.935	
7 1 1/2	10	2.015	
7 3 3/4	11	2.12	
8 11 3/4	12	2.335	
10 11 3/4	13	3.66	
12 11	14	3.985	
13 6 3/8	15	4.125	
14 10	16	4.255	
15 1	17	4.57	
16 10	18	5.13	
18 3 3/4	19	5.58	
18 6	20	5.68	
19 10	21	6.095	
20 8 1/2	22	6.305	
21 2 1/2	23	6.325	
21 5	24	6.35	
25 11 1/2	25	7.82	
26 1 1/2	26	7.335	
27 9 1/2	27	7.95	
28 8	28	8.74	
29	29	8.74	
30 4	30	8.845	
31 3	31	8.845	
32 3	32	9.255	
32 10 3/4	33	9.53	
33 10 3/4	34	10.025	
35 1	35	10.67	
36 2 1/2	36	11.055	
36 7 1/2	37	11.465	
36 11 1/2	38	11.465	
37 1 1/2	39	11.465	
37 3 3/8	40	11.775	
39 11 3/4	41	12.185	
40 7 1/4	42	12.19	
40 7 1/2	43	12.375	
40 8 1/2	44	12.395	
41 1 1/2	45	12.395	
41 3 3/4	46	12.395	
41 2 1/4	47	12.385	
42 7 1/4	48	12.385	
42 10 1/2	49	12.385	
44 10 1/2	50	13.07	
45 1	51	13.11	
47 7 1/2	52	13.515	
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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	SH	1/4	CONTO
50	3 3/4	13.035	
50	4	13.035	
50	5 1/2	15.38	
50	7 1/2	15.38	
50	7 3/4	15.435	
50	8 1/4	15.435	
50	8 3/4	15.46	
51 11	11	15.465	
52 7 1/4	12	16.035	
53 0 1/2	13	16.18	
53 5 3/4	14	16.18	
53 7	15	16.94	
55 9 1/2	16	17.005	
55 9 3/4	17	17.01	
56 3	18	17.145	
56 5 1/2	19	17.21	
57 5 3/4	20	17.52	
58 0 1/2	21	17.69	
58 8 1/4	22	17.69	
59 3	23	18.16	
59 9 1/4	24	18.22	
59 11 3/4	25	18.22	
60	26	18.28	
64 10 1/4	27	19.76	
64 10 1/2	28	19.76	
65 1	29	19.765	
65 10 1/4	30	20.11	
66 0 1/4	31	20.115	
66 1 1/2	32	20.155	
66 4 3/4	33	20.225	
66 11 1/2	34	20.225	
67 4 1/4	35	20.33	
67 4 1/2	36	20.335	
68 2 1/2	37	20.79	
69 11 3/4	38	21.535	
70 1	39	21.535	
72 4 1/2	40	22.075	
72 5	41	22.075	
74 7 1/4	42	22.735	
74 10 1/4	43	22.735	
75 1	44	22.815	
75 10 1/4	45	22.815	
80 0 1/8	46	24.385	
80 0 1/2	47	24.385	
80 1	48	24.41	
80 3	49	24.45	
80 3 1/2	50	24.475	
80 4 1/4	51	24.49	
80 6 3/8	52	24.55	
80 10 3/4	53	24.55	
80 11 1/4	54	24.57	
83 0 3/4	55	25.3	
83 10 1/2	56	25.315	
84 11 1/4	57	25.37	
85 11 1/4	58	25.37	
89 1	59	27.125	
90 1	60	27.43	
94 1	61	28.65	
96 3 1/4	62	29.345	
99 1	63	30.175	
100 1	64	30.48	
103 7 1/2	65	31.57	
107 4 1/4	66	32.72	
115 6 3/4	67	33.16	
115 6 3/4	68	33.225	
115 11 1/2	69	33.45	
120 11 1/2	70	34.15	
120 1 1/4	71	36.73	
120 8	72	36.78	
125 1	73	38.1	
130 1	74	39.685	

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	SH	1/4	CONTO
130	4 1/4	33.73	
130	5 3/4	33.73	
133 10 1/2	54	40.305	
133 10 1/2	55	40.305	
136 5 1/2	56	41.93	
138 5 1/8	57	42.19	
138 8 3/4	58	42.285	
139 5 1/2	59	42.305	
139 6 1/4	60	42.325	
140 0 1/2	61	42.67	
140 1 1/2	62	42.685	
141 1 3/4	63	43.02	
141 2	64	43.03	
144 8 1/4	65	44.1	
145 3 1/4	66	44.1	
147 4	67	44.905	
147 11 1/2	68	45.1	
149 1 1/4	69	45.445	
149 2 1/4	70	45.47	
149 2 1/4	71	45.47	
149 2 1/4	72	45.47	
150 8 5/8	73	45.47	
150 8 3/4	74	45.47	
150 132	75	45.47	
152 7 1/4	76	46.44	
153 0 1/4	77	46.44	
155 7	78	47.42	
155 11 1/2	79	47.42	
158 0 1/2	80	47.42	
158 3 1/4	81	48.47	
158 3 1/4	82	48.47	
159 2 7/8	83	48.47	
160 10 3/4	84	48.47	
161 10 3/4	85	48.47	
161 10 3/4	86	48.47	
163 10 3/4	87	48.47	
163 10 3/4	88	48.47	
166 2 1/2	89	50.66	
166 3	90	50.66	
168 2 1/2	91	50.66	
168 3 1/4	92	51.66	
169 3 1/4	93	51.66	
170 3 1/4	94	51.66	
179 9 1/2	95	54.97	
179 9 1/2	96	54.97	
190 1	97	57.91	
196 3 1/4	98	59.82	
196 3 1/4	99	59.82	
203 7	100	62.05	
203 7	101	62.05	
203 7	102	62.05	
206 1 1/4	103	62.05	
206 1 1/4	104	62.05	
206 1 1/4	105	62.05	
206 1 1/4	106	62.05	
206 1 1/4	107	62.05	
206 1 1/4	108	62.05	
206 1 1/4	109	62.05	
206 1 1/4	110	62.05	
206 1 1/4	111	62.05	
206 1 1/4	112	62.05	
206 1 1/4	113	62.05	
206 1 1/4	114	62.05	
206 1 1/4	115	62.05	
206 1 1/4	116	62.05	
206 1 1/4	117	62.05	
206 1 1/4	118	62.05	
206 1 1/4	119	62.05	
206 1 1/4	120	62.05	
206 1 1/4	121	62.05	
206 1 1/4	122	62.05	
206 1 1/4	123	62.05	
206 1 1/4	124	62.05	
206 1 1/4	125	62.05	
206 1 1/4	126	62.05	
206 1 1/4	127	62.05	
206 1 1/4	128	62.05	
206 1 1/4	129	62.05	
206 1 1/4	130	62.05	

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	SH	1/4	CONTO
130	4 1/4	33.73	
130	5 3/4	33.73	
133 10 1/2	54	40.305	
133 10 1/2	55	40.305	
136 5 1/2	56	41.93	
138 5 1/8	57	42.19	
138 8 3/4	58	42.285	
139 5 1/2	59	42.305	
139 6 1/4	60	42.325	
140 0 1/2	61	42.67	
140 1 1/2	62	42.685	
141 1 3/4	63	43.02	
141 2	64	43.03	
144 8 1/4	65	44.1	
145 3 1/4	66	44.1	
147 4	67	44.905	
147 11 1/2	68	45.1	
149 1 1/4	69	45.445	
149 2 1/4	70	45.47	
149 2 1/4	71	45.47	
149 2 1/4	72	45.47	
150 8 5/8	73	45.47	
150 8 3/4	74	45.47	
150 132	75	45.47	
152 7 1/4	76	46.44	
153 0 1/4	77	46.44	
155 7	78	47.42	
155 11 1/2	79	47.42	
158 0 1/2	80	47.42	
158 3 1/4	81	48.47	
158 3 1/4	82	48.47	
159 2 7/8	83	48.47	
160 10 3/4	84	48.47	
161 10 3/4	85	48.47	
161 10 3/4	86	48.47	
163 10 3/4	87	48.47	
163 10 3/4	88	48.47	
166 2 1/2	89	50.66	
166 3	90	50.66	
168 2 1/2	91	50.66	
168 3 1/4	92	51.66	
169 3 1/4	93	51.66	
170 3 1/4	94	51.66	
179 9 1/2	95	54.97	
179 9 1/2	96	54.97	
190 1	97	57.91	
196 3 1/4	98	59.82	
196 3 1/4	99	59.82	
203 7	100	62.05	
203 7	101	62.05	
203 7	102	62.05	
206 1 1/4	103	62.05	
206 1 1/4	104	62.05	
206 1 1/4	105	62.05	
206 1 1/4	106	62.05	
206 1 1/4	107	62.05	
206 1 1/4	108	62.05	
206 1 1/4	109	62.05	
206 1 1/4	110	62.05	
206 1 1/4	111	62.05	
206 1 1/4	112	62.05	
206 1 1/4	113	62.05	
206 1 1/4	114	62.05	
206 1 1/4	115	62.05	
206 1 1/4	116	62.05	
206 1 1/4	117	62.05	
206 1 1/4	118	62.05	
206 1 1/4	119	62.05	
206 1 1/4	120	62.05	
206 1 1/4	121	62.05	
206 1 1/4	122	62.05	
206 1 1/4	123	62.05	
206 1 1/4	124	62.05	
206 1 1/4	125	62.05	
206 1 1/4	126	62.05	
206 1 1/4	127	62.05	
206 1 1/4	128	62.05	
206 1 1/4	129	62.05	
206 1 1/4	130	62.05	

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

OP 11741	SH 2/4		
FEET INCHES		MET	
-	0 3/4	0.0	
-	1	0.0	
1	10 1/2	0.0	
1	11	0.0	
1	11 3/4	0.0	
2	2	0.0	
2	9 1/4	0.0	
3	-	0.0	
3	1	0.0	
4	-	1.0	
4	0 1/4	1.0	
4	6 1/4	1.0	
5	3 1/4	1.0	
5	5	1.0	
5	6 1/4	1.0	
5	9 1/4	1.0	
5	10 3/4	1.0	
6	-	1.0	
6	2 1/4	1.0	
6	3 5/8	1.0	
6	4	1.0	
6	4 3/4	1.0	
6	7 1/4	1.0	
7	7 1/2	2.0	
7	4	2.0	
8	1/2	2.0	
8	-	2.0	
8	2	2.0	
8	7 1/4	2.0	
9	-	2.0	
9	6 3/8	2.0	
10	1 1/2	3.0	
10	4 5/8	3.0	
11	11 1/4	3.0	
12	1 1/2	3.0	
12	1 1/2	3.0	
12	11 1/2	3.0	
13	3	3.0	
13	5	4.0	
14	1 1/4	4.0	
14	10	4.0	
15	11	4.0	
16	3	4.0	
16	11 1/4	4.0	
17	4 3/4	5.0	
17	5	5.0	
17	7 1/2	5.0	
17	9 1/2	5.0	
18	4 3/4	5.0	
18	7 1/4	5.0	
19	0 1/4	5.0	
19	5 3/4	5.0	
20	11 1/2	6.0	
20	-	6.0	
20	6 1/4	6.0	
20	6 1/2	6.0	
20	9 1/2	6.0	
20	11 3/4	6.0	
21	5 1/4	6.0	
21	5 1/2	6.0	
23	1	7.0	
23	11 1/4	7.0	
24	6 1/4	7.0	
24	9 3/8	7.0	
24	10 1/2	7.0	
25	0 1/4	7.0	
25	4	7.0	
25	5	7.0	

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	SH	2/4 CONTD	METRES
80 0 1/2			24.395
80 1 1/4			24.41
80 1 1/2			24.43
80 1 3/4			24.45
80 2 1/4			24.56
81 1/4			24.759
81 1/2			24.87
82 1/4			25.012
82 1/2			25.12
82 3/4			25.249
83 1/4			25.382
83 1/2			25.495
83 3/4			25.628
84 1/4			25.761
84 1/2			25.874
84 3/4			26.007
85 1/4			26.140
85 1/2			26.253
85 3/4			26.386
86 1/4			26.519
86 1/2			26.632
86 3/4			26.765
87 1/4			26.898
87 1/2			27.011
87 3/4			27.144
88 1/4			27.277
88 1/2			27.390
88 3/4			27.523
89 1/4			27.656
89 1/2			27.769
89 3/4			27.902
90 1/4			28.035
90 1/2			28.148
90 3/4			28.281
91 1/4			28.414
91 1/2			28.527
91 3/4			28.660
92 1/4			28.793
92 1/2			28.906
92 3/4			29.039
93 1/4			29.172
93 1/2			29.285
93 3/4			29.418
94 1/4			29.551
94 1/2			29.664
94 3/4			29.797
95 1/4			29.930
95 1/2			30.043
95 3/4			30.176
96 1/4			30.309
96 1/2			30.422
96 3/4			30.555
97 1/4			30.688
97 1/2			30.801
97 3/4			30.934
98 1/4			31.067
98 1/2			31.180
98 3/4			31.313
99 1/4			31.446
99 1/2			31.559
99 3/4			31.692
100 1/4			31.825
100 1/2			31.938
100 3/4			32.071
101 1/4			32.204
101 1/2			32.317
101 3/4			32.450
102 1/4			32.583
102 1/2			32.696
102 3/4			32.829
103 1/4			32.962
103 1/2			33.075
103 3/4			33.208
104 1/4			33.341
104 1/2			33.454
104 3/4			33.587
105 1/4			33.720
105 1/2			33.833
105 3/4			33.966
106 1/4			34.099
106 1/2			34.212
106 3/4			34.345
107 1/4			34.478
107 1/2			34.591
107 3/4			34.724
108 1/4			34.857
108 1/2			34.970
108 3/4			35.103
109 1/4			35.236
109 1/2			35.349
109 3/4			35.482
110 1/4			35.615
110 1/2			35.728
110 3/4			35.861
111 1/4			35.994
111 1/2			36.107
111 3/4			36.240
112 1/4			36.373
112 1/2			36.486
112 3/4			36.619
113 1/4			36.752
113 1/2			36.865
113 3/4			37.000
114 1/4			37.133
114 1/2			37.246
114 3/4			37.379
115 1/4			37.512
115 1/2			37.625
115 3/4			37.758
116 1/4			37.891
116 1/2			38.004
116 3/4			38.137
117 1/4			38.270
117 1/2			38.383
117 3/4			38.516
118 1/4			38.649
118 1/2			38.762
118 3/4			38.895
119 1/4			39.028
119 1/2			39.141
119 3/4			39.274
120 1/4			39.407
120 1/2			39.520
120 3/4			39.653
121 1/4			39.786
121 1/2			39.899
121 3/4			40.032
122 1/4			40.165
122 1/2			40.278
122 3/4			40.411
123 1/4			40.544
123 1/2			40.657
123 3/4			40.790
124 1/4			40.923
124 1/2			41.036
124 3/4			41.169
125 1/4			41.302
125 1/2			41.415
125 3/4			41.548
126 1/4			41.681
126 1/2			41.794
126 3/4			41.927
127 1/4			42.060
127 1/2			42.173
127 3/4			42.306
128 1/4			42.439
128 1/2			42.552
128 3/4			42.685
129 1/4			42.818
129 1/2			42.931
129 3/4			43.064
130 1/4			43.197
130 1/2			43.310
130 3/4			43.443
131 1/4			43.576
131 1/2			43.689
131 3/4			43.822
132 1/4			43.955
132 1/2			44.068
132 3/4			44.201
133 1/4			44.334
133 1/2			44.447
133 3/4			44.580
134 1/4			44.713
134 1/2			44.826
134 3/4			44.959
135 1/4			45.092
135 1/2			45.205
135 3/4			45.338
136 1/4			45.471
136 1/2			45.584
136 3/4			45.717
137 1/4			45.850
137 1/2			45.963
137 3/4			46.096
138 1/4			46.229
138 1/2			46.342
138 3/4			46.475
139 1/4			46.608
139 1/2			46.721
139 3/4			46.854
140 1/4			46.987
140 1/2			47.100
140 3/4			47.233
141 1/4			47.366
141 1/2			47.479
141 3/4			47.612
142 1/4			47.745
142 1/2			47.858
142 3/4			47.991
143 1/4			48.124
143 1/2			48.237
143 3/4			48.370
144 1/4			48.503
144 1/2			48.616
144 3/4			48.749
145 1/4			48.882
145 1/2			49.000
145 3/4			49.133
146 1/4			49.266
146 1/2			49.379
146 3/4			49.512
147 1/4			49.645
147 1/2			49.758
147 3/4			49.891
148 1/4			50.024
148 1/2			50.137
148 3/4			50.270
149 1/4			50.403
149 1/2			50.516
149 3/4			50.649
150 1/4			50.782
150 1/2			50.895
150 3/4			51.028
151 1/4			51.161
151 1/2			51.274
151 3/4			51.407
152 1/4			51.540
152 1/2			51.653
152 3/4			51.786
153 1/4			51.919
153 1/2			52.032
153 3/4			52.165
154 1/4			52.298
154 1/2			52.411
154 3/4			52.544
155 1/4			52.677
155 1/2			52.790
155 3/4			52.923
156 1/4			53.056
156 1/2			53.169
156 3/4			53.302
157 1/4			53.435
157 1/2			53.548
157 3/4			53.681
158 1/4			53.814
158 1/2			53.927
158 3/4			54.060
159 1/4			54.193
159 1/2			54.306
159 3/4			54.439
160 1/4			54.572
160 1/2			54.685
160 3/4			54.818
161 1/4			54.951
161 1/2			55.064
161 3/4			55.197
162 1/4			55.330
162 1/2			55.443
162 3/4			55.576
163 1/4			55.709
163 1/2			55.822
163 3/4			55.955
164 1/4			56.088
164 1/2			56.201
164 3/4			56.334
165 1/4			56.467
165 1/2			56.580
165 3/4			56.713
166 1/4			56.846
166 1/2			56.959
166 3/4			57.092
167 1/4			57.225
167 1/2			57.338
167 3/4			57.471
168 1/4			57.604
168 1/2			57.717
168 3/4			57.850
169 1/4			57.983
169 1/2			58.096
169 3/4			58.229
170 1/4			58.362
170 1/2			58.475
170 3/4			58.608
171 1/4			58.741
171 1/2			58.854
171 3/4			58.987
172 1/4			59.120
172 1/2			59.233
172 3/4			59.366
173 1/4			59.499
173 1/2			59.612
173 3/4			59.745
174 1/4			59.878
174 1/2			59.991
174 3/4			60.124
175 1/4			60.257
175 1/2			60.370
175 3/4			60.503
176 1/4			60.636
176 1/2			60.749
176 3/4			60.882
177 1/4			61.015
177 1/2			61.128
177 3/4			61.261
178 1/4			61.394
178 1/2			61.507
178 3/4			61.640
179 1/4			61.773
179 1/2			61.886
179 3/4			62.019
180 1/4			62.152
180 1/2			62.265
180 3/4			62.398
181 1/4			62.531
181 1/2			62.644
181 3/4			62.777
182 1/4			62.910
182 1/2			63.023
182 3/4			63.156
183 1/4			63.289
183 1/2			63.402
183 3/4			63.535
184 1/4			63.668
184 1/2			63.781
184 3/4			63.914
185 1/4			64.047
185 1/2			64.160
185 3/4			64.293
186 1/4			64.426
186 1/2			64.539
186 3/4			64.672
187 1/4			64.805
187 1/2			64.918
187 3/4			65.051
188 1/4			65.184
188 1/2			65.297
188 3/4			65.430
189 1/4			65.563
189 1/2			65.676
189 3/4			65.809
190 1/4			65.942
190 1/2			66.055
190 3/4			66.188
191 1/4			66.321
191 1/2			66.434
191 3/4			66.567
192 1/4			66.700
192 1/2			66.813
192 3/4			66.946
193 1/4			67.079
193 1/2			67.192
193 3/4			67.325
194 1/4			67.458
194 1/2			67.571
194 3/4			67.704
195 1/4			67.837
195 1/2			67.950
195 3/4			

 CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT	DP 11741 SH 3/4 CONTD
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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 11741 SH 3/4 CONTD

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 11741 SH 3/4 CONTO

FEET INCHES		METERS	
37	6 3/4	11.45	
37	7 1/4	11.46	
37	9 1/2	11.52	
37	9 3/4	11.525	
38	2	11.655	
38	4 3/4	11.705	
38	11 1/4	11.87	
39	5	12.015	
39	9 1/4	12.12	
40	-	12.19	
40	11 1/2	12.465	
41	3 1/2	12.495	
41	4 3/4	12.505	
42	2 1/2	12.6	
42	4	12.865	
42	4 3/4	12.92	
43	4	13.21	
43	11	13.385	
44	6 3/4	13.485	
44	9 1/4	13.635	
44	11 1/2	13.685	
44	11 1/2	13.705	
45	4	13.715	
45	4 3/4	13.85	
45	5 1/4	13.95	
45	8 1/2	13.99	
46	-	14.02	
46	3 3/4	14.115	
46	4	14.355	
47	1 1/8	14.385	
47	1 1/4	14.395	
47	7 1/8	14.505	
48	5	14.785	
48	-	14.995	
49	0 1/4	14.995	
49	2	15.15	
49	6 1/2	15.24	
50	-	15.245	
50	0 1/4	15.245	
50	0 1/2	15.285	
50	0 3/4	15.28	
50	1 1/4	15.27	
50	1 3/4	15.285	
50	2 1/2	15.305	
50	3 1/4	15.32	
50	7	15.42	
50	7 1/2	15.45	
50	8 1/4	15.485	
50	9 1/4	15.475	
50	9 1/2	15.48	
51	0 3/4	15.565	
51	3 1/2	15.635	
51	4 1/2	15.66	
51	6 1/2	15.76	
52	2	15.775	
52	9	15.9	
53	4 1/4	16.26	
53	6 3/4	16.355	
53	7	16.37	
53	7 1/4	16.38	
53	8 1/2	16.36	
53	9 3/4	16.4	
54	5 1/4	16.529	
54	9 3/4	16.705	
54	10 1/2	16.715	
54	7 1/2	16.985	
55	7 3/4	16.995	
55	9	17.02	
55	10 1/2	17.105	
56	4 3/4	17.135	
56	6 1/4	17.285	
56	7 1/4	17.425	
57	1 1/2	17.44	

FEET INCHES		METRES
57	1 3/4	17.42
57	6	17.53
57	7 1/4	17.55
58	0 1/4	17.68
58	1 1/2	17.69
58	5	17.75
58	7 1/4	17.85
58	10 3/4	17.86
59	-	17.95
59	0 1/4	17.98
59	5 1/4	17.99
59	11 1/2	18.05
60	-	18.29
60	0 1/4	18.29
60	2 3/4	18.36
60	3 1/2	18.37
60	4 3/4	18.41
60	6	18.44
60	7 1/2	18.46
60	7 3/4	18.48
60	9 1/2	18.48
60	9 3/4	18.53
60	10	18.54
60	10 1/2	18.55
60	10 3/4	18.56
61	5	18.72
61	5 1/2	18.74
61	7 1/4	18.77
61	7 3/4	18.77
61	8 1/4	18.79
61	8 1/4	18.8
61	10 3/4	18.86
61	11 1/4	18.88
62	-	18.9
62	1	18.92
62	1 1/4	18.93
62	3 3/4	18.95
62	4 1/4	19.00
62	10 3/4	19.17
62	11 1/4	19.18
63	0 3/4	19.22
63	2 3/4	19.27
63	6 3/4	19.37
63	7	19.38
63	7 1/4	19.38
63	8	19.40
63	9 1/4	19.43
63	10 1/2	19.47
64	1	19.53
64	2	19.56
64	10 1/2	19.75
64	3 3/4	19.96
65	6 1/2	19.97
65	9 1/2	20.05
66	-	20.11
66	6	20.27
66	7 1/2	20.30
66	9	20.34
67	6	20.57
67	3 3/4	20.65
68	2	20.75
69	-	21.03
69	0 1/2	21.04
69	6 1/2	21.19
69	9 1/2	21.27
69	10	21.28
70	1 1/2	21.33
70	0 3/4	21.35
70	3 3/4	21.35
70	1 1/4	21.37

FEET INCHES		METRES
70	1 1/2	21.375
70	1 3/4	21.188
70	2 1/4	21.000
70	2 3/4	21.458
70	3	21.656
71	3 1/4	21.656
71	3 1/2	21.656
71	3 3/4	21.656
71	4	21.656
71	4 1/4	21.656
71	4 1/2	21.656
71	4 3/4	21.656
72	5	21.656
72	5 1/4	21.656
72	5 1/2	21.656
72	5 3/4	21.656
73	6	21.656
73	6 1/4	21.656
73	6 1/2	21.656
73	6 3/4	21.656
74	7	21.656
74	7 1/4	21.656
74	7 1/2	21.656
74	7 3/4	21.656
75	8	21.656
75	8 1/4	21.656
75	8 1/2	21.656
75	8 3/4	21.656
76	9	21.656
76	9 1/4	21.656
76	9 1/2	21.656
76	9 3/4	21.656
77	10	21.656
77	10 1/4	21.656
77	10 1/2	21.656
77	10 3/4	21.656
78	11	21.656
78	11 1/4	21.656
78	11 1/2	21.656
78	11 3/4	21.656
79	12	21.656
79	12 1/4	21.656
79	12 1/2	21.656
79	12 3/4	21.656
80	13	21.656
80	13 1/4	21.656
80	13 1/2	21.656
80	13 3/4	21.656
81	14	21.656
81	14 1/4	21.656
81	14 1/2	21.656
81	14 3/4	21.656
82	15	21.656
82	15 1/4	21.656
82	15 1/2	21.656
82	15 3/4	21.656
83	16	21.656
83	16 1/4	21.656
83	16 1/2	21.656
83	16 3/4	21.656
84	17	21.656
84	17 1/4	21.656
84	17 1/2	21.656
84	17 3/4	21.656
85	18	21.656
85	18 1/4	21.656
85	18 1/2	21.656
85	18 3/4	21.656
86	19	21.656
86	19 1/4	21.656
86	19 1/2	21.656
86	19 3/4	21.656
87	20	21.656
87	20 1/4	21.656
87	20 1/2	21.656
87	20 3/4	21.656
88	21	21.656
88	21 1/4	21.656
88	21 1/2	21.656
88	21 3/4	21.656
89	22	21.656
89	22 1/4	21.656
89	22 1/2	21.656
89	22 3/4	21.656
90	23	21.656
90	23 1/4	21.656
90	23 1/2	21.656
90	23 3/4	21.656

FEET INCHES		MEASURES
89	1 5/4	27.17
89	2 1/4	27.185
89	2 3/4	27.195
89	10 3/4	27.4
90		27.45
90	0 1/2	27.465
90	6 3/4	27.605
90	8 1/4	27.66
90	9 3/4	27.66
91	7 1/2	27.995
92	10	28.295
93		28.395
94	1 1/2	28.635
95	1 3/4	29.305
96	4 1/2	30.429
99	4 1/2	30.439
100	6 1/2	30.448
100		30.665
100	7 1/4	30.76
101	7 1/4	30.97
101	8	30.99
101	9 1/2	31.025
102	1	31.115
102	10 1/2	31.335
103	6 1/4	31.555
103	7	31.57
104	2 1/2	31.765
106	0 3/4	32.335
106	6	32.46
106	9 1/4	32.585
106	9 1/2	32.55
106	11	32.59
107		32.64
107	5	32.665
107	5 1/4	32.745
108	1 3/8	32.955
108	1 3/4	32.965
109	11 3/4	33.52
110		33.55
110	1	33.565
110	1 1/2	34.745
111		35.4
116	1 3/4	35.555
116	7 3/4	36.065
118	1 1/2	36.205
119	3 1/4	36.38
119	4 1/4	36.57
119	11 3/4	36.57
120	3 1/4	36.575
121	5 1/4	36.965
121	5 1/4	39.15
128	5 1/4	39.625
130		39.995
131	1	40.475
132	9 1/2	41.102
134		41.102
134	9 3/4	41.495
136		41.495
140	0 1/4	42.66
140	0 1/2	42.665
140	10 1/2	42.94
142	9 3/4	43.53
143	11 1/4	43.865
143	11 1/4	43.87
144	6 1/4	43.94
145	6 1/4	44.355
145	6 3/4	44.465
149	2	45.599
149	10	45.67
150		45.72
150	5	45.84
150	0 1/2	46.055
151	6 3/4	46.199
151	11	46.305
151	11 1/4	46.31
151	11 1/2	46.315

FELT INCHES		METRES	
153	11 1/4	46.92	
154	7 3/4	47.44	
155	8 1/4	47.45	
156	1	47.95	
157	0	47.52	
158	1 1/4	47.86	
159	6	48.005	
160	0 1/4	48.17	
161	1 1/4	48.775	
162	0 1/4	48.78	
163	2	48.82	
164	1/2	48.855	
165	3 1/2	48.945	
166	7	49.023	
167	9	50.37	
168	3 3/4	50.67	
169	8 1/2	50.83	
170	3 3/4	51.03	
171	11 1/4	51.18	
172	11 1/4	51.19	
173	0 1/4	51.51	
174	0 1/2	51.82	
175	0 1/2	51.83	
176	3	51.89	
177	10 1/2	51.99	
178	3 1/4	52.08	
179	3 1/4	52.12	
180	9 1/4	52.36	
181	6 1/2	52.59	
182	6 1/2	52.65	
183	6 1/4	52.69	
184	3 1/2	53.48	
185	2 1/4	53.7	
186	6 1/2	54.11	
187	8 3/4	54.19	
188	9 1/2	54.41	
189	5 3/4	54.68	
190	4	54.96	
191	11 1/2	55.16	
192	9 1/4	55.71	
193	8 3/4	55.78	
194	9 3/4	55.9	
195	9	56.01	
196	5 3/8	56.22	
197	10 1/2	56.55	
198	6 3/4	57.17	
199	4 1/4	57.41	
200	4 1/2	57.42	
201	3 3/8	57.46	
202	6 3/4	57.47	
203	11 1/4	57.66	
204	9 1/2	59.68	
205	4 1/2	59.86	
206	8 1/4	60.25	
207	5	60.36	
208	8 3/4	60.78	
209	6 1/8	61.18	
210	3 3/4	61.19	
211	6 1/2	61.51	
212	11 1/2	62.17	
213	1 1/2	62.18	
214	-	64.01	

FEET	INCHES	METRES
212	0 1/4	64.62
212	7 3/4	64.81
213	7 3/4	65.12
214	1 1/4	65.26
216	0 1/2	65.89
216	2 1/4	65.89
216	3 1/2	65.89
218	6 3/4	66.39
220	6 3/4	66.62
222	10 1/2	67.27
226	10 1/2	68.22
226	4 1/4	69.12
235	4	71.75
236	9 1/4	72.17
241	3 1/2	73.55
242	3	73.64
244	1 1/2	74.61
245	6	74.83
254		77.42
255	0 3/4	80.18
264		80.47
264	2	80.52
283		86.26
284	2	86.61
293	1 1/2	89.55
346		105.46
354		107.9
381	7	116.31
382	5 3/4	116.53
387	11 1/4	118.24
388	5 1/4	118.4
420		128.02
426	5	129.12
456		146.3
480		146.78
580		182.02
597	2	185.07
640		216.59
710	7	217.59
846		354.48
1163		359.4
1166		373.51
1235		424.28
1392		473.05
1503		558.5
1734		598.6
1800		616.2
2120		666.3
2186		

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

AC RD	P	SQ M
- 36 1/2	223.2	
- 36 3/4	229.5	
- 37 1/4	242.2	
- 37 1/2	246.5	
- 37 3/4	254.8	
- 38 1/4	261.1	
- 38 1/2	267.5	
- 38 3/4	273.8	
- 39 1/4	280.1	
- 39 1/2	286.4	
- 39 3/4	292.7	
- 40 1/4	299.1	
- 40 1/2	305.4	
- 40 3/4	311.7	
- 41 1/4	318.0	
- 41 1/2	324.3	
- 41 3/4	330.6	
- 42 1/4	336.9	
- 42 1/2	343.2	
- 42 3/4	349.5	
- 43 1/4	355.8	
- 43 1/2	362.1	
- 43 3/4	368.4	
- 44 1/4	374.7	
- 44 1/2	381.0	
- 44 3/4	387.3	
- 45 1/4	393.6	
- 45 1/2	400.0	
- 45 3/4	406.3	
- 46 1/4	412.6	
- 46 1/2	419.0	
- 46 3/4	425.3	
- 47 1/4	431.6	
- 47 1/2	438.0	
- 47 3/4	444.3	
- 48 1/4	450.6	
- 48 1/2	457.0	
- 48 3/4	463.3	
- 49 1/4	469.6	
- 49 1/2	476.0	
- 49 3/4	482.3	
- 50 1/4	488.6	
- 50 1/2	495.0	
- 50 3/4	501.3	
- 51 1/4	507.6	
- 51 1/2	514.0	
- 51 3/4	520.3	
- 52 1/4	526.6	
- 52 1/2	533.0	
- 52 3/4	539.3	
- 53 1/4	545.6	
- 53 1/2	552.0	
- 53 3/4	558.3	
- 54 1/4	564.6	
- 54 1/2	571.0	
- 54 3/4	577.3	
- 55 1/4	583.6	
- 55 1/2	590.0	
- 55 3/4	596.3	
- 56 1/4	602.6	
- 56 1/2	609.0	
- 56 3/4	615.3	
- 57 1/4	621.6	
- 57 1/2	628.0	
- 57 3/4	634.3	
- 58 1/4	640.6	
- 58 1/2	647.0	
- 58 3/4	653.3	
- 59 1/4	659.6	
- 59 1/2	666.0	
- 59 3/4	672.3	
- 60 1/4	678.6	
- 60 1/2	685.0	
- 60 3/4	691.3	
- 61 1/4	697.6	
- 61 1/2	704.0	
- 61 3/4	710.3	
- 62 1/4	716.6	
- 62 1/2	723.0	
- 62 3/4	729.3	
- 63 1/4	735.6	
- 63 1/2	742.0	
- 63 3/4	748.3	
- 64 1/4	754.6	
- 64 1/2	761.0	
- 64 3/4	767.3	
- 65 1/4	773.6	
- 65 1/2	780.0	
- 65 3/4	786.3	
- 66 1/4	792.6	
- 66 1/2	799.0	
- 66 3/4	805.3	
- 67 1/4	811.6	
- 67 1/2	818.0	
- 67 3/4	824.3	
- 68 1/4	830.6	
- 68 1/2	837.0	
- 68 3/4	843.3	
- 69 1/4	849.6	
- 69 1/2	856.0	
- 69 3/4	862.3	
- 70 1/4	868.6	
- 70 1/2	875.0	
- 70 3/4	881.3	
- 71 1/4	887.6	
- 71 1/2	894.0	
- 71 3/4	900.3	
- 72 1/4	906.6	
- 72 1/2	913.0	
- 72 3/4	919.3	
- 73 1/4	925.6	
- 73 1/2	932.0	
- 73 3/4	938.3	
- 74 1/4	944.6	
- 74 1/2	951.0	
- 74 3/4	957.3	
- 75 1/4	963.6	
- 75 1/2	970.0	
- 75 3/4	976.3	
- 76 1/4	982.6	
- 76 1/2	989.0	
- 76 3/4	995.3	
- 77 1/4	1001.6	
- 77 1/2	1008.0	
- 77 3/4	1014.3	
- 78 1/4	1020.6	
- 78 1/2	1027.0	
- 78 3/4	1033.3	
- 79 1/4	1039.6	
- 79 1/2	1046.0	
- 79 3/4	1052.3	
- 80 1/4	1058.6	
- 80 1/2	1065.0	
- 80 3/4	1071.3	
- 81 1/4	1077.6	
- 81 1/2	1084.0	
- 81 3/4	1090.3	
- 82 1/4	1096.6	
- 82 1/2	1103.0	
- 82 3/4	1109.3	
- 83 1/4	1115.6	
- 83 1/2	1122.0	
- 83 3/4	1128.3	
- 84 1/4	1134.6	
- 84 1/2	1141.0	
- 84 3/4	1147.3	
- 85 1/4	1153.6	
- 85 1/2	1160.0	
- 85 3/4	1166.3	
- 86 1/4	1172.6	
- 86 1/2	1179.0	
- 86 3/4	1185.3	
- 87 1/4	1191.6	
- 87 1/2	1198.0	
- 87 3/4	1204.3	
- 88 1/4	1210.6	
- 88 1/2	1217.0	
- 88 3/4	1223.3	
- 89 1/4	1229.6	
- 89 1/2	1236.0	
- 89 3/4	1242.3	
- 90 1/4	1248.6	
- 90 1/2	1255.0	
- 90 3/4	1261.3	
- 91 1/4	1267.6	
- 91 1/2	1274.0	
- 91 3/4	1280.3	
- 92 1/4	1286.6	
- 92 1/2	1293.0	
- 92 3/4	1299.3	
- 93 1/4	1305.6	
- 93 1/2	1312.0	
- 93 3/4	1318.3	
- 94 1/4	1324.6	
- 94 1/2	1331.0	
- 94 3/4	1337.3	
- 95 1/4	1343.6	
- 95 1/2	1350.0	
- 95 3/4	1356.3	
- 96 1/4	1362.6	
- 96 1/2	1369.0	
- 96 3/4	1375.3	
- 97 1/4	1381.6	
- 97 1/2	1388.0	
- 97 3/4	1394.3	
- 98 1/4	1400.6	
- 98 1/2	1407.0	
- 98 3/4	1413.3	
- 99 1/4	1419.6	
- 99 1/2	1426.0	
- 99 3/4	1432.3	
- 100 1/4	1438.6	
- 100 1/2	1445.0	
- 100 3/4	1451.3	
- 101 1/4	1457.6	
- 101 1/2	1464.0	
- 101 3/4	1470.3	
- 102 1/4	1476.6	
- 102 1/2	1483.0	
- 102 3/4	1489.3	
- 103 1/4	1495.6	
- 103 1/2	1502.0	
- 103 3/4	1508.3	
- 104 1/4	1514.6	
- 104 1/2	1521.0	
- 104 3/4	1527.3	
- 105 1/4	1533.6	
- 105 1/2	1540.0	
- 105 3/4	1546.3	
- 106 1/4	1552.6	
- 106 1/2	1559.0	
- 106 3/4	1565.3	
- 107 1/4	1571.6	
- 107 1/2	1578.0	
- 107 3/4	1584.3	
- 108 1/4	1590.6	
- 108 1/2	1597.0	
- 108 3/4	1603.3	
- 109 1/4	1609.6	
- 109 1/2	1616.0	
- 109 3/4	1622.3	
- 110 1/4	1628.6	
- 110 1/2	1635.0	
- 110 3/4	1641.3	
- 111 1/4	1647.6	
- 111 1/2	1654.0	
- 111 3/4	1660.3	
- 112 1/4	1666.6	
- 112 1/2	1673.0	
- 112 3/4	1679.3	
- 113 1/4	1685.6	
- 113 1/2	1692.0	
- 113 3/4	1698.3	
- 114 1/4	1704.6	
- 114 1/2	1711.0	
- 114 3/4	1717.3	
- 115 1/4	1723.6	
- 115 1/2	1730.0	
- 115 3/4	1736.3	
- 116 1/4	1742.6	
- 116 1/2	1749.0	
- 116 3/4	1755.3	
- 117 1/4	1761.6	
- 117 1/2	1768.0	
- 117 3/4	1774.3	
- 118 1/4	1780.6	
- 118 1/2	1787.0	
- 118 3/4	1793.3	
- 119 1/4	1800.0	
- 119 1/2	1806.0	
- 119 3/4	1812.0	
- 120 1/4	1818.0	
- 120 1/2	1824.0	
- 120 3/4	1830.0	
- 121 1/4	1836.0	
- 121 1/2	1842.0	
- 121 3/4	1848.0	
- 122 1/4	1854.0	
- 122 1/2	1860.0	
- 122 3/4	1866.0	
- 123 1/4	1872.0	
- 123 1/2	1878.0	
- 123 3/4	1884.0	
- 124 1/4	1890.0	
- 124 1/2	1896.0	
- 124 3/4	1902.0	
- 125 1/4	1908.0	
- 125 1/2	1914.0	
- 125 3/4	1920.0	
- 126 1/4	1926.0	
- 126 1/2	1932.0	
- 126 3/4	1938.0	
- 127 1/4	1944.0	
- 127 1/2	1950.0	
- 127 3/4	1956.0	
- 128 1/4	1962.0	
- 128 1/2	1968.0	
- 128 3/4	1974.0	
- 129 1/4	1980.0	
- 129 1/2	1986.0	
- 129 3/4	1992.0	
- 130 1/4	1998.0	
- 130 1/2	2004.0	
- 130 3/4	2010.0	
- 131 1/4	2016.0	
- 131 1/2	2022.0	
- 131 3/4	2028.0	
- 132 1/4	2034.0	
- 132 1/2	2040.0	
- 132 3/4	2046.0	
- 133 1/4	2052.0	
- 133 1/2	2058.0	
- 133 3/4	2064.0	
- 134 1/4	2070.0	
- 134 1/2	2076.0	
- 134 3/4	2082.0	
- 135 1/4	2088.0	
- 135 1/2	2094.0	
- 135 3/4	2100.0	
- 136 1/4	2106.0	
- 136 1/2	2112.0	
- 136 3/4	2118.0	
- 137 1/4	2124.0	
- 137 1/2	2130.0	
- 137 3/4	2136.0	
- 138 1/4	2142.0	
- 138 1/2	2148.0	
- 138 3/4	2154.0	
- 139 1/4	2160.0	
- 139 1/2	2166.0	
- 139 3/4	2172.0	
- 140 1/4	2178.0	
- 140 1/2	2184.0	
- 140 3/4	2190.0	
- 141 1/4	2196.0	
- 141 1/2	2202.0	
- 141 3/4	2208.0	
- 142 1/4	2214.0	
- 142 1/2	2220.0	
- 142 3/4	2226.0	
- 143 1/4	2232.0	
- 143 1/2	2238.0	
- 143 3/4	2244.0	
- 144 1/4	2250.0	
- 144 1/2	2256.0	
- 144 3/4	2262.0	
- 145 1/4	2268.0	
- 145 1/2	2274.0	
- 145 3/4	2280.0	
- 146 1/4	2286.0	
- 146 1/2	2292.0	
- 146 3/4	2298.0	
- 147 1/4	2304.0	
- 147 1/2	2310.0	
- 147 3/4	2316.0	
- 148 1/4	2322.0	
- 148 1/2	2328.0	
- 148 3/4	2334.0	
- 149 1/4	2340.0	
- 149 1/2	2346.0	
- 149 3/4	2352.0	
- 150 1/4	2358.0	
- 150 1/2	2364.0	
- 150 3/4	2370.0	
- 151 1/4	2376.0	
- 151 1/2	2382.0	
- 151 3/4	2388.0	
- 152 1/4	2394.0	
- 152 1/2	2400.0	
- 152 3/4	2406.0	
- 153 1/4	2412.0	
- 153 1/2	2418.0	
- 153 3/4	2424.0	
- 154 1/4	2430.0	
- 154 1/2	2436.0	
- 154 3/4	2442.0	
- 155 1/4	2448.0	
- 155 1/2	2454.0	
- 155 3/4	2460.0	
- 156 1/4	2466.0	
- 156 1/2	2472.0	
- 156 3/4	2478.0	
- 157 1/4	2484.0	
- 157 1/2	2490.0	
- 157 3/4	2496.0	
- 158 1/4	2502.0	
- 158 1/2	2508.0	
- 158 3/4	2514.0	
- 159 1/4	2520.0	
- 159 1/2	2526.0	
- 159 3/4	2532.0	
- 160 1/4	2538.0	
- 160 1/2	2544.0	
- 160 3/4	2550.0	
- 161 1/4	2556.0	
- 161 1/2	2562.0	
- 161 3/4	2568.0	
- 162 1/4	2574.0	
- 162 1/2	2580.0	
- 162 3/4	2586.0	
- 163 1/4	2592.0	
- 163 1/2	2598.0	
- 163 3/4	2604.0	
- 164 1/4	2610.0	
- 164 1/2	2616.0	
- 164 3/4	2622.0	
- 165 1/4	2628.0	
- 165 1/2	2634.0	
- 165 3/4	2640.0	
- 166 1/4	2646.0	
- 166 1/2	2652.0	

CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

FEET INCHES	METRES
85 7	26.085
86 1 1/2	26.25
87 3 1/4	26.425
88 5 1/4	26.595
89 7 1/4	26.765
90 9 1/4	26.935
91 11 1/4	27.105
92 13 1/4	27.275
93 15 1/4	27.445
94 17 1/4	27.615
95 19 1/4	27.785
96 21 1/4	27.955
97 23 1/4	28.125
98 25 1/4	28.295
99 27 1/4	28.465
100 29 1/4	28.635
101 31 1/4	28.805
102 33 1/4	28.975
103 35 1/4	29.145
104 37 1/4	29.315
105 39 1/4	29.485
106 41 1/4	29.655
107 43 1/4	29.825
108 45 1/4	30.0
109 47 1/4	30.17
110 49 1/4	30.34
111 51 1/4	30.51
112 53 1/4	30.68
113 55 1/4	30.85
114 57 1/4	31.02
115 59 1/4	31.19
116 61 1/4	31.36
117 63 1/4	31.53
118 65 1/4	31.7
119 67 1/4	31.87
120 69 1/4	32.04
121 71 1/4	32.21
122 73 1/4	32.38
123 75 1/4	32.55
124 77 1/4	32.72
125 79 1/4	32.89
126 81 1/4	33.06
127 83 1/4	33.23
128 85 1/4	33.4
129 87 1/4	33.57
130 89 1/4	33.74
131 91 1/4	33.91
132 93 1/4	34.08
133 95 1/4	34.25
134 97 1/4	34.42
135 99 1/4	34.59
136 101 1/4	34.76
137 103 1/4	34.93
138 105 1/4	35.1
139 107 1/4	35.27
140 109 1/4	35.44
141 111 1/4	35.61
142 113 1/4	35.78
143 115 1/4	35.95
144 117 1/4	36.12
145 119 1/4	36.29
146 121 1/4	36.46
147 123 1/4	36.63
148 125 1/4	36.8
149 127 1/4	36.97
150 129 1/4	37.14
151 131 1/4	37.31
152 133 1/4	37.48
153 135 1/4	37.65
154 137 1/4	37.82
155 139 1/4	37.99
156 141 1/4	38.16
157 143 1/4	38.33
158 145 1/4	38.5
159 147 1/4	38.67
160 149 1/4	38.84
161 151 1/4	39.01
162 153 1/4	39.18
163 155 1/4	39.35
164 157 1/4	39.52
165 159 1/4	39.69
166 161 1/4	39.86
167 163 1/4	40.03
168 165 1/4	40.2
169 167 1/4	40.37
170 169 1/4	40.54
171 171 1/4	40.71
172 173 1/4	40.88
173 175 1/4	41.05
174 177 1/4	41.22
175 179 1/4	41.39
176 181 1/4	41.56
177 183 1/4	41.73
178 185 1/4	41.9
179 187 1/4	42.07
180 189 1/4	42.24
181 191 1/4	42.41
182 193 1/4	42.58
183 195 1/4	42.75
184 197 1/4	42.92
185 199 1/4	43.09
186 201 1/4	43.26
187 203 1/4	43.43
188 205 1/4	43.6
189 207 1/4	43.77
190 209 1/4	43.94
191 211 1/4	44.11
192 213 1/4	44.28
193 215 1/4	44.45
194 217 1/4	44.62
195 219 1/4	44.79
196 221 1/4	44.96
197 223 1/4	45.13
198 225 1/4	45.3
199 227 1/4	45.47
200 229 1/4	45.64
201 231 1/4	45.81
202 233 1/4	45.98
203 235 1/4	46.15
204 237 1/4	46.32
205 239 1/4	46.49
206 241 1/4	46.66
207 243 1/4	46.83
208 245 1/4	47.0
209 247 1/4	47.17
210 249 1/4	47.34
211 251 1/4	47.51
212 253 1/4	47.68
213 255 1/4	47.85
214 257 1/4	48.02
215 259 1/4	48.19
216 261 1/4	48.36
217 263 1/4	48.53
218 265 1/4	48.7
219 267 1/4	48.87
220 269 1/4	49.04
221 271 1/4	49.21
222 273 1/4	49.38
223 275 1/4	49.55
224 277 1/4	49.72
225 279 1/4	49.89
226 281 1/4	50.06
227 283 1/4	50.23
228 285 1/4	50.4
229 287 1/4	50.57
230 289 1/4	50.74
231 291 1/4	50.91
232 293 1/4	51.08
233 295 1/4	51.25
234 297 1/4	51.42
235 299 1/4	51.59
236 301 1/4	51.76
237 303 1/4	51.93
238 305 1/4	52.1
239 307 1/4	52.27
240 309 1/4	52.44
241 311 1/4	52.61
242 313 1/4	52.78
243 315 1/4	52.95
244 317 1/4	53.12
245 319 1/4	53.29
246 321 1/4	53.46
247 323 1/4	53.63
248 325 1/4	53.8
249 327 1/4	53.97
250 329 1/4	54.14
251 331 1/4	54.31
252 333 1/4	54.48
253 335 1/4	54.65
254 337 1/4	54.82
255 339 1/4	54.99
256 341 1/4	55.16
257 343 1/4	55.33
258 345 1/4	55.5
259 347 1/4	55.67
260 349 1/4	55.84
261 351 1/4	56.01
262 353 1/4	56.18
263 355 1/4	56.35
264 357 1/4	56.52
265 359 1/4	56.69
266 361 1/4	56.86
267 363 1/4	57.03
268 365 1/4	57.2
269 367 1/4	57.37
270 369 1/4	57.54
271 371 1/4	57.71
272 373 1/4	57.88
273 375 1/4	58.05
274 377 1/4	58.22
275 379 1/4	58.39
276 381 1/4	58.56
277 383 1/4	58.73
278 385 1/4	58.9
279 387 1/4	59.07
280 389 1/4	59.24
281 391 1/4	59.41
282 393 1/4	59.58
283 395 1/4	59.75
284 397 1/4	59.92
285 399 1/4	60.09
286 401 1/4	60.26
287 403 1/4	60.43
288 405 1/4	60.6
289 407 1/4	60.77
290 409 1/4	60.94
291 411 1/4	61.11
292 413 1/4	61.28
293 415 1/4	61.45
294 417 1/4	61.62
295 419 1/4	61.79
296 421 1/4	61.96
297 423 1/4	62.13
298 425 1/4	62.3
299 427 1/4	62.47
300 429 1/4	62.64
301 431 1/4	62.81
302 433 1/4	62.98
303 435 1/4	63.15
304 437 1/4	63.32
305 439 1/4	63.49
306 441 1/4	63.66
307 443 1/4	63.83
308 445 1/4	64.0
309 447 1/4	64.17
310 449 1/4	64.34
311 451 1/4	64.51
312 453 1/4	64.68
313 455 1/4	64.85
314 457 1/4	65.02
315 459 1/4	65.19
316 461 1/4	65.36
317 463 1/4	65.53
318 465 1/4	65.7
319 467 1/4	65.87
320 469 1/4	66.04
321 471 1/4	66.21
322 473 1/4	66.38
323 475 1/4	66.55
324 477 1/4	66.72
325 479 1/4	66.89
326 481 1/4	67.06
327 483 1/4	67.23
328 485 1/4	67.4
329 487 1/4	67.57
330 489 1/4	67.74
331 491 1/4	67.91
332 493 1/4	68.08
333 495 1/4	68.25
334 497 1/4	68.42
335 499 1/4	68.59
336 501 1/4	68.76
337 503 1/4	68.93
338 505 1/4	69.1
339 507 1/4	69.27
340 509 1/4	69.44
341 511 1/4	69.61
342 513 1/4	69.78
343 515 1/4	69.95
344 517 1/4	70.12
345 519 1/4	70.29
346 521 1/4	70.46
347 523 1/4	70.63
348 525 1/4	70.8
349 527 1/4	70.97
350 529 1/4	71.14
351 531 1/4	71.31
352 533 1/4	71.48
353 535 1/4	71.65
354 537 1/4	71.82
355 539 1/4	71.99
356 541 1/4	72.16
357 543 1/4	72.33
358 545 1/4	72.5
359 547 1/4	72.67
360 549 1/4	72.84
361 551 1/4	73.01
362 553 1/4	73.18
363 555 1/4	73.35
364 557 1/4	73.52
365 559 1/4	73.69
366 561 1/4	73.86
367 563 1/4	74.03
368 565 1/4	74.2
369 567 1/4	74.37
370 569 1/4	74.54
371 571 1/4	74.71
372 573 1/4	74.88
373 575 1/4	75.05
374 577 1/4	75.22
375 579 1/4	75.39
376 581 1/4	75.56
377 583 1/4	75.73
378 585 1/4	75.9
379 587 1/4	76.07
380 589 1/4	76.24
381 591 1/4	76.41
382 593 1/4	76.58
383 595 1/4	76.75
384 597 1/4	76.92
385 599 1/4	77.09
386 601 1/4	77.26
387 603 1/4	77.43
388 605 1/4	77.6
389 607 1/4	77.77
390 609 1/4	77.94
391 611 1/4	78.11
392 613 1/4	78.28
393 615 1/4	78.45
394 617 1/4	78.62
395 619 1/4	78.79
396 621 1/4	78.96
397 623 1/4	79.13
398 625 1/4	79.3
399 627 1/4	79.47
400 629 1/4	79.64
401 631 1/4	79.81
402 633 1/4	79.98
403 635 1/4	80.15
404 637 1/4	80.32
405 639 1/4	80.49
406 641 1/4	80.66
407 643 1/4	80.83
408 645 1/4	81.0
409 647 1/4	81.17
410 649 1/4	81.34
411 651 1/4	81.51
412 653 1/4	81.68
413 655 1/4	81.85
414 657 1/4	82.02
415 659 1/4	82.19
416 661 1/4	82.36
417 663 1/4	82.53
418 665 1/4	82.7
419 667 1/4	82.87
420 669 1/4	83.04
421 671 1/4	83.21
422 673 1/4	83.38
423 675 1/4	83.55
424 677 1/4	83.72
425 679 1/4	83.89
426 681 1/4	84.06
427 683 1/4	84.23
428 685 1/4	84.4
429 687 1/4	84.57
430 689 1/4	84.74
431 691 1/4	84.91
432 693 1/4	85.08
433 695 1/4	85.25
434 697 1/4	85.42
435 699 1/4	85.59
436 701 1/4	85.76
437 703 1/4	85.93
438 705 1/4	86.1
439 707 1/4	86.27
440 709 1/4	86.44
441 711 1/4	86.61
442 713 1/4	86.78
443 715 1/4	86.95
444 717 1/4	87.12
445 719 1/4	87.29
446 721 1/4	87.46
447 723 1/4	87.63
448 725 1/4	87.8
449 727 1/4	87.97
450 729 1/4	88.14
451 731 1/4	88.31
452 733 1/4	88.48
453 735 1/4	88.65
454 737 1/4	88.82
455 739 1/4	88.99
456 741 1/4	89.16
457 743 1/4	89.33
458 745 1/4	89.5
459 747 1/4	89.67
460 749 1/4	89.84
461 751 1/4	90.01
462 753 1/4	90.18
463 755 1/4	90.35
464 757 1/4	90.52
465 759 1/4	90.69
466 761 1/4	90.86
467 763 1/4	91.03
468 765 1/4	91.2
469 767 1/4	91.37
470 769 1/4	91.54
471 771 1/4	91.71
472 773 1/4	91.88
473 775 1/4	92.05
474 777 1/4	92.22
475 779 1/4	92.39
476 781 1/4	92.56
477 783 1/4	92.73
478 785 1/4	92.9
479 787 1/4	93.07
480 789 1/4	93.24
481 791 1/4	93.41
482 793 1/4	93.58
483 795 1/4	93.75
484 797 1/4	93.92
485 799 1/4	94.09
486 801 1/4	94.26
487 803 1/4	94.43
488 805 1/4	94.6
489 807 1/4	94.77
490 809 1/4	94.94
491 811 1/4	95.11
492 813 1/4	95.28
493 815 1/4	95.45
494 817 1/4	95.65

THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.



R.P. 13A. NO. **H 79268**

New South Wales

MEMORANDUM OF TRANSFER
(REAL PROPERTY ACT, 1900)



B 2/10/58

PREPARED BY THE REGISTRAR GENERAL
Lodgment: **H 79268**
Endorsement: **H 79268**
Certificate

Handwritten: 7/6x
2/4/58
2/11/58

(This must not be disclosed in the transfer.)

Typing or handwriting in this document should not extend into any margin. Handwriting should be clear and legible and permanent black non-copying ink.



I, WARRIEWOOD LIMITED

(herein called transferor)

If a less estate, strike out "in fee simple" and interline the required alteration.

being registered as the proprietor of an estate in fee simple* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **SIXTY EIGHT POUNDS**

(£ 68.0.0) (the receipt whereof is hereby acknowledged) paid to it by

State in full the name of the person who furnished the consideration monies.

JOHN CLIFFORD KEITH

do hereby transfer to

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

JOHN CLIFFORD KEITH of

27 Queens Street,

CCOKS HILL, SEAMAN

(herein called transferee)

The description may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General. If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being Lot sec. D.P. " or "being the land shown in the plan annexed hereto" or "being the residue of the land in certificate (or grant) registered Vol. Fol. "

ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
GLOUCESTER ✓	TAREAN ✓	PART ✓	3461 ✓	60 ✓	BEING LOT 559 in Deposited Plan No. 11741. ✓

Where the consent of the local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

And the transferee covenant(s) with the transferor"

THAT no fence shall be erected on the said land to divide it from any adjoining land of the transferor without the consent of the transferor but such consent shall not be withheld if the fence shall be erected without expense to the transferor and in favour of any person dealing with the transferee such consent as aforesaid shall be deemed to have been given in respect of any fences for the time being erected.

THE BENEFIT of the foregoing restriction is appurtenant to the adjoining land of the transferor but upon transfer of all such adjoining land the fencing covenant shall become absolutely void.

THE LAND which is subject to the burden of the said restriction is the said land hereby transferred.

The aforesaid WARRIEWOOD LIMITED and its successors but not its assigns is the person (or corporation) having the right to release vary or modify the said restrictions.

e Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919-1954.

ENCUMBRANCES, &c., REFERRED TO./

Reservations of minerals.

A very short note will suffice.

2: 47

If the Transferor or Transferee signs by a mark, the attestation must state "that this instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor, to whom the Transferee, is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:—

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

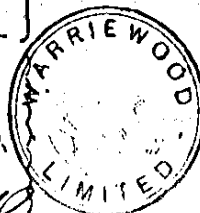
Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Signed at
Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

GIVEN under THE COMMON SEAL of
WARRIEWOOD LIMITED at SYDNEY
this ninth day of October
1958 in the presence of

Secretary



Transferor.*

Directors.

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memo-andum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at _____ the _____ day of _____ 19 ____
Signed in the presence of—

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Appeared before me at _____, the _____ day of _____, one thousand _____
nine hundred and _____ the attesting witness to this instrument
and declared that he personally knew _____ the person
signing the same, and whose signature thereto he has attested; and that the name purporting to be such
signature of the said _____ is _____ own handwriting, and
that he was of sound mind and freely and voluntarily signed the same.

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, unpaid balance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the attestation being verified by signature or initials in the margin, or noticed in the attestation.

H 79268

LODGED BY W.B. SCOTT, SOLICITOR

153 Elizabeth St. Sydney.

FEES.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
(i) where a restrictive covenant is imposed; or
(ii) a new easement is created; or
(iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
(i) £2 for every Certificate of Title not exceeding 16 folios and without diagram;
(ii) £2 10s. 0d. for every Certificate of Title not exceeding 16 folios with one simple diagram;
(iii) as approved where more than one simple diagram, or an extensive diagram will appear.
- Where the engrossing exceeds 16 folios, an amount of 5s. per folium, extra fee is payable.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Received Docs.
Nos.
Receiving Clerk.

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

I,

mortgagee under Mortgage No.

release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at _____ this _____ day of _____ 19 ____
Signed in my presence by _____

who is personally known to me.

Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE

INDEXED	MEMORANDUM OF TRANSFER <i>Subject to covenant</i> <i>CT to PC</i>
Checked by <i>E.C.D.</i>	Particulars entered in Register Book, Volume <i>3461</i> Folio <i>60</i>
Passed (in SDB) by <i>E.C.</i>	the <i>28th</i> day of <i>November</i> 19 <i>58</i> at <i>35</i> minutes past <i>11</i> o'clock in the <i>five</i> noon.
Signed by <i>[Signature]</i>	<i>[Signature]</i> Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	<i>h.g.</i>	<i>20-11</i>
Draft examined	<i>h.g.</i>	<i>2-11</i>
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers	<i>[Signature]</i>	<i>2/12</i>
Cancellation Clerk		

Vol. **7600** P. **56**

**PLANNING CERTIFICATE PURSUANT TO
SECTION 10.7 ENVIRONMENTAL PLANNING
AND ASSESSMENT ACT 1979**

APPLICANT DETAILS:

**InfoTrack InfoTrack
GPO BOX 4029
Sydney
NSW**

Reference: 20260038

Issue Date: 08/04/2026

PROPERTY DESCRIPTION:

**22 Round Hill Crescent KARUAH NSW 2324 Parcel No: 2929
LOT: 559 DP: 11741**

Disclaimer

Information contained in this certificate relates only to the land for which this certificate is issued on the day it is issued. This information is provided in good faith and Council shall not incur any liability in respect of any such advice. Council relies on state agencies for advice and accordingly can only provide that information in accordance with the advice. Verification of the currency of agency advice should occur. For further information, please contact Council by telephoning (02) 4988 0255 or email plancert@portstephens.nsw.gov.au.

Title Information

Title information shown on this Planning Certificate is provided from Council's records and may not conform to information shown on the current Certificate of Title. Easements, restrictions as to user, rights of way and other similar information shown on the title of the land are not provided on this planning certificate.

Inspection of the land

The Council has made no inspection of the land for the purposes of this Planning Certificate.

PART A: INFORMATION PROVIDED UNDER SECTION 10.7(2)

Matters contained in this certificate apply only to the land on the date of issue.

1. Names of relevant planning instruments and development control plans

- (1) The name of each environmental planning instrument and development control plan that applies to the development on the land.

State Environmental Planning Policies

The relevant chapters of each State Environmental Planning Policy that apply to the land are listed below:

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
All chapters

State Environmental Planning Policy (Housing) 2021
All chapters

State Environmental Planning Policy (Sustainable Building) 2022
All chapters

State Environmental Planning Policy No 65 – Design Quality of Residential Apartment Development
All chapters

State Environmental Planning Policy (Planning Systems) 2021
Chapter 2 State and regional development
Chapter 4 Concurrences and consents

State Environmental Planning Policy (Precincts - Regional) 2021
Chapter 2 State significant precincts

State Environmental Planning Policy (Primary Production) 2021
Chapter 2 Primary production and rural development

State Environmental Planning Policy (Resources and Energy) 2021
Chapter 2 Mining, petroleum production and extractive industries

State Environmental Planning Policy (Transport and Infrastructure) 2021
Chapter 2 Infrastructure
Chapter 3 Educational establishments and childcare facilities

State Environmental Planning Policy (Resilience and Hazards) 2021
Chapter 3 Hazardous and offensive development
Chapter 4 Remediation of land
Chapter 2 Coastal management 2018

State Environmental Planning Policy (Biodiversity and Conservation) 2021
Chapter 2 Vegetation in non-rural areas

Chapter 4 Koala habitat protection 2021

Local Environmental Plan

Port Stephens Local Environmental Plan 2013

Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land.

Port Stephens Development Control Plan 2025.

- (2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land (unless it has been more than 3 years since the end of the public exhibition period or if the Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

Draft State Environmental Planning Policies

No draft State Environmental Planning Policies affect the site the subject of this Certificate.

Draft Local Environmental Plan

No draft Local Environmental Plans currently exist which affect the site the subject of this certificate.

Draft Development Control Plan

No draft development control plan applies to the carrying out of development on the land.

2. Zoning and land use under relevant planning instruments

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a State Environmental Planning Policy or proposed State Environmental Planning Policy).

a) The identity of the zone –

R2 Low Density Residential

The land is zoned R2 Low Density Residential under the provisions of Part 2 in the Port Stephens Local Environmental Plan 2013.

b) The purposes for which development in the zone –

ITEM 2 - May be carried out without development consent

Home occupations

ITEM 3 - May be carried out with development consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Multi-dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Water reticulation systems

ITEM 4 - Is prohibited

Any development not specified in item 2 or 3

c) Additional permitted uses

No environmental planning instrument applies additional permitted use provisions to this land.

d) Development standards for the erection of a dwelling house

No development standard that fixes a minimum land dimension for the erection of a dwelling-house applies to the land.

e) Whether the land is an area of outstanding biodiversity value

No, the land is not identified in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

f) Whether the land is in a conservation area

The land is not located within a heritage conservation area under the Port Stephens Local Environmental Plan 2013.

g) Whether an item of environmental heritage is located on the land

The land is not identified as containing an item of environmental heritage significance under the provisions in Port Stephens Local Environmental Plan 2013.

3. Contributions Plans

(1) The name of each contributions plan applying to the land

Port Stephens Local Infrastructure Contributions Plan 2020

(2) The land is not in a special contributions area under the Act, Division 7.1.

Note. These documents specify development contributions required towards the cost of providing additional community services or facilities if a property is developed. They are available on request from Council or can be viewed www.portstephens.nsw.gov.au.

4. Complying Development

(1) Whether or not the land to which the certificate relates is land on which complying development may be carried out under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

Housing Code

Complying development under the General Housing Code MAY be carried out on the land.

Inland Code

Complying development under the Inland Code MAY be carried out on the land.

Rural Housing Code

Complying development under the Rural Housing Code MAY be carried out on the land.

Agritourism and Farm Stay Accommodation Code

Complying development under the Agritourism and Farm Stay Accommodation Code MAY be carried out on the land.

Pattern Book Development Code

Complying development under the Pattern Book Development Code MAY be carried out on the land.

Low Rise Housing Diversity Code

Complying development under the Low Rise Medium Density Housing Code MAY be carried out on the land.

Greenfield Housing Code

Complying development under the Greenfield Housing Code MAY be carried out on the land.

Housing Alterations Code

Complying development under the Housing Alterations Code MAY be carried out on the land.

General Development Code

Complying development under the General Development Code MAY be carried out on the land.

Industrial and Business Alterations Code

Complying development under the Commercial and Industrial alterations Code MAY be carried out on the land.

Industrial and Business Buildings Code

Complying development under the Commercial and Industrial (New Buildings and Additions) Code MAY be carried out on the land.

Container Recycling Facilities Code

Complying development under the Container Recycling Facilities code MAY be carried out on the land.

Subdivisions Code

Complying development under the Subdivision Code MAY be carried out on the land.

Demolition Code

Complying development under the Demolition Code MAY be carried out on the land.

Fire Safety Code

Complying development under the Fire Safety Code MAY be carried out on the land.

(2) If complying development may not be carried on the land under the above codes, it is because of the provisions of Clauses 1.17A(1)(c) to (e), (2), (3), or (4), 1.18(1)(c3) or 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Council is not in a position to ascertain the reason why complying development may not be carried out under the Policy. Contact Council's duty officer on (02) 4988 0255 for

any enquiries relating to the reason why complying development may not be carried out on the land.

- (3) If the land is a lot to which the Housing Code, Rural Housing Code, Low Rise Medium Density Housing Code, Greenfield Housing Code, Housing Alterations Code, General Development Code, or Commercial and Industrial (New Buildings and Additions) Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* applies, complying development may be carried out on any part of the lot that is not affected by the provisions of clauses 1.17A(1)(c) to (e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that Policy.
- (4) There are no variations to the exempt development codes under clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* in relation to the land.

5. Exempt development

- (1) Whether the land is on land which exempt development may be carried out under each of the exempt development codes under the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Division 1 General Code

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

Division 2 Advertising and Signage Code

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

Division 3 Temporary Uses and Structures Code

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

Note: Clause 1.16(1)(c) specifies that exempt development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act. Council does not have sufficient information to ascertain whether the land is listed on the State Heritage Register under the *Heritage Act 1977*, or subject to an interim heritage order under that Act.

Note: If the land is a lot to which the General Code, Advertising and Signage Code, and Temporary Uses Code (within the meaning of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*) applies, exempt development may be carried out on any part of the lot that is not affected by the provisions of clause 1.16(1)(b1)–(d) or 1.16A of that Policy.

6. Affected building notices and building product rectification orders

- (1) Whether or not the council is aware that –

- a) There is any affected building notice in force in relation to the land

There is no affected building notice in force in respect of the land.

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

No

- c) Any notice of intention to make a building product rectification order has been given in respect of the land and is outstanding.

No

Note: In this section, *affected building notice* has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4. *Building product rectification order* has the same meaning as in the *Building Products (Safety) Act 2017*.

7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in Section 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979 (the Act)*.

The Port Stephens Local Environmental Plan 2013 DOES NOT provide for the acquisition of this land, or part thereof, by a public authority as referred to in Section 3.15 of the Act.

8. Road widening and road realignment

Council's records indicate that the land the subject of this Certificate is not affected by any road widening or road realignment under:- (a) Section 25 of the Roads Act 1993; or (b) any environmental planning instrument; or (c) any resolution of the council.

9. Flood related development controls information

No part of the land is within the flood planning area, or between the flood planning area and the probable maximum flood, and therefore IS NOT subject to flood related development controls.

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

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

Council HAS NOT adopted a policy or been notified of any adopted policy of another public authority, that restricts development on the land because of the likelihood of landslip, tidal inundation, subsidence, contamination, salinity or sea level rise.

Council DOES HAVE adopted policies or has been notified of adopted policies of another public authority on matters relating to the risk of acid sulfate soils, coastal hazards and aircraft noise.

The information below identifies any adopted policies that apply to the land:

Clause 7.1 Acid Sulfate Soils of the Port Stephens Local Environmental Plan 2013 applies to the land. Acid sulfate soil mapping can be viewed on the NSW Department of Planning, Housing and Infrastructure Spatial Viewer.

NOTE: The absence of a council policy restricting the development of the land by reason of a particular natural hazard does not mean that the risk from that hazard is non-existent.

11. Bush fire prone land

Whether or not some, all, or none of the land is bush fire prone land.

No, the land is not shown as bush fire prone in Council's records.

12. Loose-fill asbestos insulation

Whether or not the land includes any residential premises (as defined in Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on a register of residential premises that contain or have contained loose-fill asbestos insulation.

No, the land does not include any residential dwelling identified on the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. For further information, please contact Department of Fair Trading by telephoning 13 77 88 or go to their website at www.fairtrading.nsw.gov.au.

13. Mine Subsidence

Whether or not the land is proclaimed to be a mine subsidence district, within the meaning of the the *Coal Mine Subsidence Compensation Act 2017*.

No, the land is not within a proclaimed or declared mine subsidence district.

14. Paper subdivision information

- (1) The name of any development plan adopted by a relevant authority that applies to the land or is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land

Not applicable.

15. Property vegetation plans

If the land is land in relation to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003*, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

No, Council has not been notified of any property vegetation plans under the Native Vegetation Act 2003 that affect the land to which this certificate applies.

16. Biodiversity stewardship sites

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

No, Council has not been notified that the land is a biodiversity stewardship site.

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

17. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*, a statement to that effect.

No, Council has not been notified that the land is biodiversity certified land.

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

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

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

The land is NOT affected by an order under the *Trees (Dispute Between Neighbours) Act 2006* (of which Council is aware).

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

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

No, the land is not subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services relating to existing coastal protection works to which the owner (or any previous owner) of the land has consented.

Note. "existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the *Local Government Act 1993*.

20. Western Sydney Aerotropolis

Not applicable to the Port Stephens Local Government Area.

21. Development consent conditions for seniors housing

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

Council is unable to provide site-specific information on any conditions of a development consent granted after 11 October 2007 in relation to Clause 88(2) of the *State Environmental Planning Policy (Housing) 2021*, that may apply to the land.

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

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate (of which Council is aware) in relation to proposed development on the land.

Council is not aware of a current site compatibility certificate issued under *State Environmental Planning Policy (Housing) 2021*.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, a statement setting out terms of a kind referred to in the Policy, clause 21(1) or 40(1).

The land is not affected by any terms of a kind (of which Council is aware) referred to in Chapter 2, Part 2, Division 1 or clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021* in respect of development on the land.

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

No, Council is not aware that water or sewerage services are, or are to be, provided under the *Water Industry Competition Act 2006*.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

No, Council is not aware that any of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, Section 208B.

25. Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7a applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No, Council is not aware that any of the land is in the interim development in future infrastructure corridors within the meaning of the *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7a.

Additional matters

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

- (a) Whether or not the land to which the certificate relates is significantly contaminated land within the meaning of that Act.
- (b) Whether or not the land to which the certificate relates is subject to a management order within the meaning of that Act.
- (c) Whether or not the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of the Act.
- (d) Whether or not the land to which this certificate relates is subject to an ongoing maintenance order within the meaning of that Act.

- (e) Whether or not the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act – if a copy of such statement has been provided at any time to the local authority issuing the certificate.

There are no prescribed matters under section 59(2) of the Contaminated Land Management Act 1997 to be disclosed.

Issued by Port Stephens Council Development Services Group,
on behalf of **Tim Crosdale, General Manager**.

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

22 ROUND HILL

KARUAH NSW

APPLICATION NO.: 2803176

APPLICANT REF: M 20260038

RATEABLE PREMISE NO.: 9792000979

PROPERTY ADDRESS: 22 ROUND HILL CR KARUAH 2324

LOT/SECTION/DP:SP: 559//DP11741



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLDED.
ALL MEASUREMENTS ARE METRIC.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 9/04/2026

Scale at A4: 1:500

CADASTRAL DATA © NSW DCS Spatial Services
CONTOUR DATA © AAM
© NSW DPIE

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION