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# Contract for the sale and purchase of land 2026 edition

| TERM | MEANING OF TERM | NSW DAN: |
|---|---|---|
| vendor's agent | **Stone Real Estate Newcastle**<br>**2/482 The Esplanade, Warners Bay NSW 2282**<br>**Email: jesserowbottom@stonerealestate.com.au** | **Phone: 4089 1111**<br>**Fax: 4089 1112**<br>**Ref: Jesse Rowbottom** |
| co-agent | | |
| vendor | **Andrew Kirk Bush**<br>**38 Hilldale Drive, Cameron Park NSW 2285** | |
| vendor's solicitor | **Ezystep Conveyancing Belmont**<br>**470 Pacific Highway, Belmont NSW 2280**<br>**Email: renee@ezystepconveyancing.net.au** | **Phone: 02 4067 9871**<br>**Ref: RS:CD:BSB260679** |
| date for completion | **42nd day after the contract date** (clause 15) | |
| land (address, plan details and title reference) | **26 Wilkinson Avenue, Birmingham Gardens NSW 2287**<br>**Lot 114 in Deposited Plan 12691**<br>**Folio Identifier 114/12691** | |
| | ☒ VACANT POSSESSION ☐ subject to existing tenancies | |
| improvements | ☒ HOUSE ☒ garage ☒ carport ☐ home unit ☐ carspace ☐ storage space<br>☐ none ☐ other: | |
| attached copies | documents in the List of Documents as marked or numbered:<br>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: Smoke Detectors, Plantations Shutters, Spare floor Plus Spre Roof tiles, Spare pool tiles/pavers | | |
| exclusions | | | | |
| purchaser | | | | |
| purchaser's solicitor | | | | |
| price | $ | | | |
| deposit | $ | | (10% of the price, unless otherwise stated) | |
| balance | $ | | | |
| contract date | | | | |
| | | | (if not stated, the date this contract was made) | |

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

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

buyer's agent

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

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**SIGNING PAGE**

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

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**Choices**

| | |
|---|---|
| Vendor agrees to accept a ***deposit-bond*** | ☐ NO ☐ yes |
| **Nominated *Electronic Lodgment Network* (*ELN*)** (clause 4): | PEXA |
| ***Manual transaction*** (clause 30) | ☒ NO ☐ yes<br>(if yes, vendor must provide further details, including any applicable exception, in the space below): |

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

| | | | |
|---|---|---|---|
| **Land tax** is adjustable | ☒ NO | ☐ yes | |
| **GST**: Taxable supply | ☒ NO | ☐ yes in full | ☐ yes to an extent |
| Margin scheme will be used in making the taxable supply | ☐ NO | ☐ yes | |

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

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

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

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

***GSTRW payment* (GST residential withholding payment) – details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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**List of Documents**

**General**

- ☒ 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 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 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 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 *clearance certificate*
- ☐ 24 land tax certificate

**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

**Strata or community title (clause 23 of the contract)**

- ☐ 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 off the plan contract

**Other**

- ☒ 61 Additional provisions

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

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**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.**

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## 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.

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## 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 | Local Council |
| County Council | Local Land Services |
| Department of Education | NSW Fair Trading |
| Department of Planning, Housing and Infrastructure | NSW Public Works |
| | Owner of adjoining land |
| Department of Primary Industries and Regional Development | Privacy |
| | Subsidence Advisory NSW |
| Electricity, gas and telecommunications | Transport agencies |
| Homes NSW | Water, sewerage or drainage authority |

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. 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.

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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 –

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

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| | |
|---|---|
| *requisition* | an objection, question or requisition (but the term does not include a claim); |
| *rescind* | rescind this contract from the beginning; |
| *serve* | serve in writing on the other *party*; |
| *settlement cheque* | an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*; |
| *solicitor* | in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*; |
| *TA Act* | Taxation Administration Act 1953; |
| *terminate* | terminate this contract for breach; |
| *title data* | the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*; |
| *variation* | a variation made under s14-235 of Schedule 1 to the *TA Act*; |
| *within* | in relation to a period, at any time before or during the period; and |
| *work order* | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* 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.

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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*.

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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*.

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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.

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**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.

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**14 Adjustments**

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

**15 Date for completion**

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

**16 Completion**

**● Vendor**

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

**● Purchaser**

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

**17 Possession**

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

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**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.

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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.

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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.

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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 earnt 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.

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**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.

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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.

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**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.

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## Addition Provisions

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

**BETWEEN**

Andrew Kirk Bush
And

**1. Amendments to Standard provisions**

(a) clause 14.2.1 is amended by deleting '2' and inserting in its place '5';

(b) clause 14.4.2 is deleted;

**2. Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract. If the vendor issues a notice to complete, the purchaser shall allow the vendor at settlement an amount of $385.00. The payment of such monies is an essential term of this contract.

**3. Death or incapacity**

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

**4. Purchaser acknowledgments**

To the extent allowed by law, the purchaser acknowledges and agrees that it shall not make any objection, *requisition* or claim for compensation in respect

of, nor shall the purchaser be entitled to *rescind* or *terminate* the contract or delay completion by reason of, any latent or patent defect or in respect of any of the following matters:

4.1 in the event, that any boundary of the *property* is not fenced;

4.2 the condition or state of repair of any boundary fences;

4.3 any tree preservation order in relation to the *property*;

4.4 any infestations and dilapidation;

4.5 the location of the sanitary drainage as disclosed in the sewerage service or area service diagrams;

4.6 the presence on the *property* of any existing water, sewer, manhole, vent, pipes, mains, wire channels, distributors or other connections relating to water, sewerage, drainage, electricity, gas or telephone service and plumbing services and connections in respect of the *property*;

4.7 any non-compliance, that is disclosed herein, with the Local Government Act or any ordinance under that Act in respect of any building on the land;

4.8 the lack of easements for service, lack of any services or rights in relation to services;

4.9 presence of any environmental hazards or contamination on, in, within or around the *property*;

4.10 holes in walls from the removal of any artwork, picture frames, TV brackets or shelving;

4.11 the damage to, mechanical breakdown in, or fair wear and tear to the property, improvements, inclusions and/or furniture which occurs after the date of the contract; and

4.12 purchaser must not request or require the vendor to undertake any modifications, repairs, or renovations to the property, its improvements, or any inclusions or furniture that form part of the sale. Nor may the purchaser seek any financial contribution from the vendor toward such works, or request a reduction in the purchase price on account of them;

4.13 the vendor is not required to professionally clean the property prior to completion and any items located on council land will be not be removed provided a council kerbside pickup has been arranged.

5. The Purchaser must satisfy themselves as to the effect on the property of any environmental planning scheme or other statutory or other requirement. The Vendor gives no warranty as to the conditions relating to the use of the property by the purchaser or any other party. The Purchaser must satisfy themselves as to the use of the property and all consents required for such use for the purchaser's purposes. The Purchaser may not delay settlement nor make any requisition, objection or claim for compensation nor have any right of rescission or termination in relation to these matters.

**6. Late completion**

In the event that completion is not effected on the nominated day for settlement, or if the vendor cannot settle on that day then the third day after written notice from the vendor that the vendor is able to settle, then the purchaser shall pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum from the date nominated for completion until and including the actual day of completion.

**7. Agent**

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

**8. Release of deposit for payment of a deposit and stamp duty**

The purchasers agree and acknowledge that by their execution of this contract they irrevocably authorise the vendor's agent to release to the vendors such part of the deposit moneys as the vendors shall require to use for the purpose of a deposit and/or stamp duty on any piece of real estate that the vendors negotiate to purchase between the date hereof and the date of settlement hereof.

**9. Cancelled or Delayed Settlement**

In the event settlement is delayed or cancelled by the Purchaser or their mortgagee and settlement is cancelled within 24 hours of the scheduled time for settlement or is rescheduled for another time on the same day or following day at no fault of the Vendor, then the Purchaser shall pay all necessary costs and charges to have settlement re-scheduled in the sum of $145.00 inclusive of GST on settlement. These costs shall cover the additional expenses incurred by the Vendor as a consequence for the delay or cancellation by the Purchaser.

**10. Requisitions on title**

For the purpose of clause 5.1 and 5.2 the Vendor is obliged only to reply to the requisitions on title annexed to this contract.

**11.** Notwithstanding any provision in this Contract for Sale, in the event that the title is Limited Title but not Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Document in relation to the subject property.

**12. Electronic Settlement**

(a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.

(b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically

at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.

(c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.

(d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.

(e) Settlement takes place when the financial settlement takes place.

(f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.

(g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.

(h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

**13.** The purchaser acknowledges that the Sewer Service Diagram forming part of this contract is the most up-to-date Diagram available from Hunter Water Corporation. The Purchaser shall make no requisition objection or claim for compensation with respect to the Sewer Service Diagram.

**14. Maintenance of Property before settlement**

The Purchaser cannot make any claim, requisition, objections nor delay completion if at completion the Vendor has:

(i) not cut the grass or maintained the lawn or other plants;

(ii) left any items, rubbish or refuse on the property which do not hinder the full use and enjoyment of the property.

This is an essential term of the contract.

**15.** The parties agree to adjust all usual outgoings and all amounts under the contract on settlement, however, if any amount, including but not limited to, balance settlement monies, deposit, rates, is incorrectly calculated, overlooked or an error is made in the calculations or payments, the parties agree and warrant to correct such error to reimburse each other accordingly after settlement. This clause shall not merge on completion.

**16. Adjustment Figures**

The draft settlement figures together with the supporting certificates are required to emailed to the Vendor's Conveyancer.

Should the purchaser not comply with clause 14.2.1 and as amended by condition 1.3, then the purchaser must pay the vendor the sum of $165.00 being for the vendor's legal costs associated with additional work required to be carried out as a result of not receiving *adjustment figures* in accordance with this contract.

This condition is an essential condition of this contract and the purchaser cannot require the vendor to complete unless the amount payable under this special condition 16 is paid to the vendor on completion.

**17. Deposit by Instalments**

In the event the Vendor has agreed to allow the purchaser to pay the deposit by instalments, the following applies;

The purchaser acknowledges that the Vendor is entitled to require payment of the full deposit equal to 10% of the purchase price.

The deposit will be paid as per the following;

- 0.25% to be paid on exchange.
- 9.75% to be paid in the expiry of the cooling off period.

**18. Tenant**

The parties acknowledge that if the property is tenanted and the vendor has agreed to vacant possession, completion is conditional upon vacant possession being provided. It is agreed that completion will take place on the later of:

a) The completion date noted on the front page of the contract;

b) Three working days after the vendor provides notice that the property is vacant and settlement can taken place.

The vendor agrees that the tenant will be given 30 days notice to vacate once the cooling off period has expired and contracts are binding. It is agreed that if vacant possession cannot be provided within three months from the contract date then either party can serve notice to rescind the contract and clause 19 shall apply.

**19. Special Levies**

In the event that the Property forms part of a Strata Plan, Precinct Plan or Community Scheme then the Vendor and the Purchaser agree that if there are or there have been special levies or contributions levied (which are not regular contributions), then the Vendor is only liable for it if was determined on or before the Contract date and payment falls due on or before the Contract date, otherwise it is payable by the Purchaser if it was determined on or before the Contract date and the payment of the levy or any instalment of the levy is due and payable after the Contract date.

**20. COMPANY GUARANTEE**

In the event the purchaser purporting to be a company, each of the persons who have signed this contract as director and/or secretary of and on behalf of the company:

20.1 warrant that the company has been incorporated;

20.2 guarantee due performance of the company in relation to its obligations pursuant to the terms and conditions hereof in every respect as it they had personally entered into this contract themselves; and

20.3 will be personally liable under this contract both jointly and severally as if they had been named herein as a purchaser.

21 The parties agree that registration of a Transmission Application will be registered in the PEXA workspace simultaneously with settlement of this matter and shall also be capable of being satisfied by the parties complying with the provisions of the *Conveyancing Rules* under *Section 12E* of the *Real Property Act 1900* (NSW) for the electronic registration of the above instruments.

22. Swimming Pool

The purchaser acknowledges that a Non-Compliance Certificate has been issued for the swimming pool and that the vendor will not be obtaining a Compliance Certificate prior to settlement. The purchaser shall take the swimming pool and it's surrounding fencing, if any, in their present state of repair and will not make any objection requisition or claim for compensation in relation thereto.

# REQUISITIONS ON TITLE

Property: 26 Wilkinson Avenue, Birmingham Gardens NSW 2287

Vendor: Andrew Kirk Bush

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?

## If strata/community title

1. Has the initial period expired?
2. Are there any proposed resolutions or proposed charges or levies not discoverable by inspection of the books of the owners corporation, the community, and precinct or neighbourhood associations?

## If rural

1. Are there any notices from neighbours or any public authorities requiring compliance?
2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.
3. Are there any give and take fences?
4. Are there any agreements with neighbours relating to fencing?
5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

6. Has the vendor any water licence or rights under the Water Management Act 2000?

7. Are there any access roads or tracks to this property or to adjoining properties through this property that are not public roads?

8. Are there any enclosure permits that attach to the property?

9. Are there any notices or issues outstanding relating to stock diseases, chemical pollution or noxious weeds?

10. Are there any matters that specifically affect the property under legislation relating to Native Title, Aboriginal Land Rights, threatened species, native vegetation conservation or National Parks and Wildlife?

11. Is there any application to the Crown for purchase or conversion of a holding?

12. Is there any amount due to the Crown by way of rent or balance of purchase money on any part of the property?

**If company title**

1. Please provide evidence that the company has approved the sale of the shares to the purchaser which will be registered in the share register on presentation following settlement.

2. Have there been or are there any proposed changes to the constitution of the company that affect the right of occupation by the purchaser and the use and enjoyment of the hereditaments?

3. The financial records and books of the company will be inspected and must prove satisfactory and establish that the company is free of debt, that all levies on shareholders have been made and paid and that there is no action suit or proceeding by or against the company.

4. A copy of the constitution of the company must be provided together with copies of the minutes of the last general meeting and copies of any resolutions that might adversely affect the use and enjoyment of the property by the purchaser.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 114/12691

| SEARCH DATE | TIME | EDITION NO | DATE |
|---|---|---|---|
| 9/7/2026 | 9:59 AM | 4 | 9/7/2026 |

LAND

LOT 114 IN DEPOSITED PLAN 12691
AT BIRMINGHAM GARDENS
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP12691

FIRST SCHEDULE

ANDREW KIRK BUSH (AE AW283178)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A722978 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3 D490517 COVENANT

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

381317... PRINTED ON 9/7/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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Sheet 1

Ⓔ **DP 12691**

# PLAN

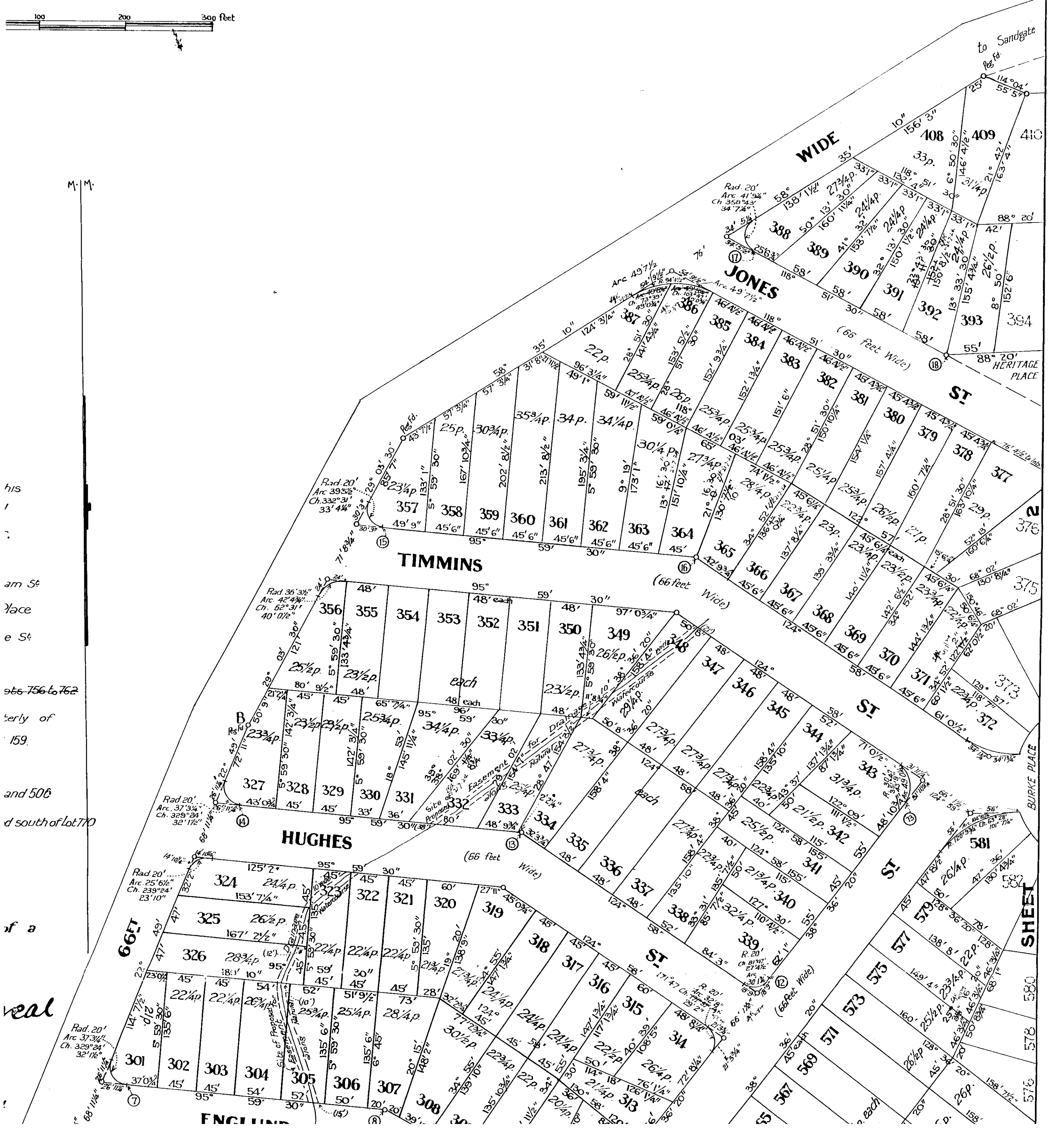
…rised in Certificate of Title Vol. ~~2548~~ 3232 Fo. ~~65~~ 185

DP 12691

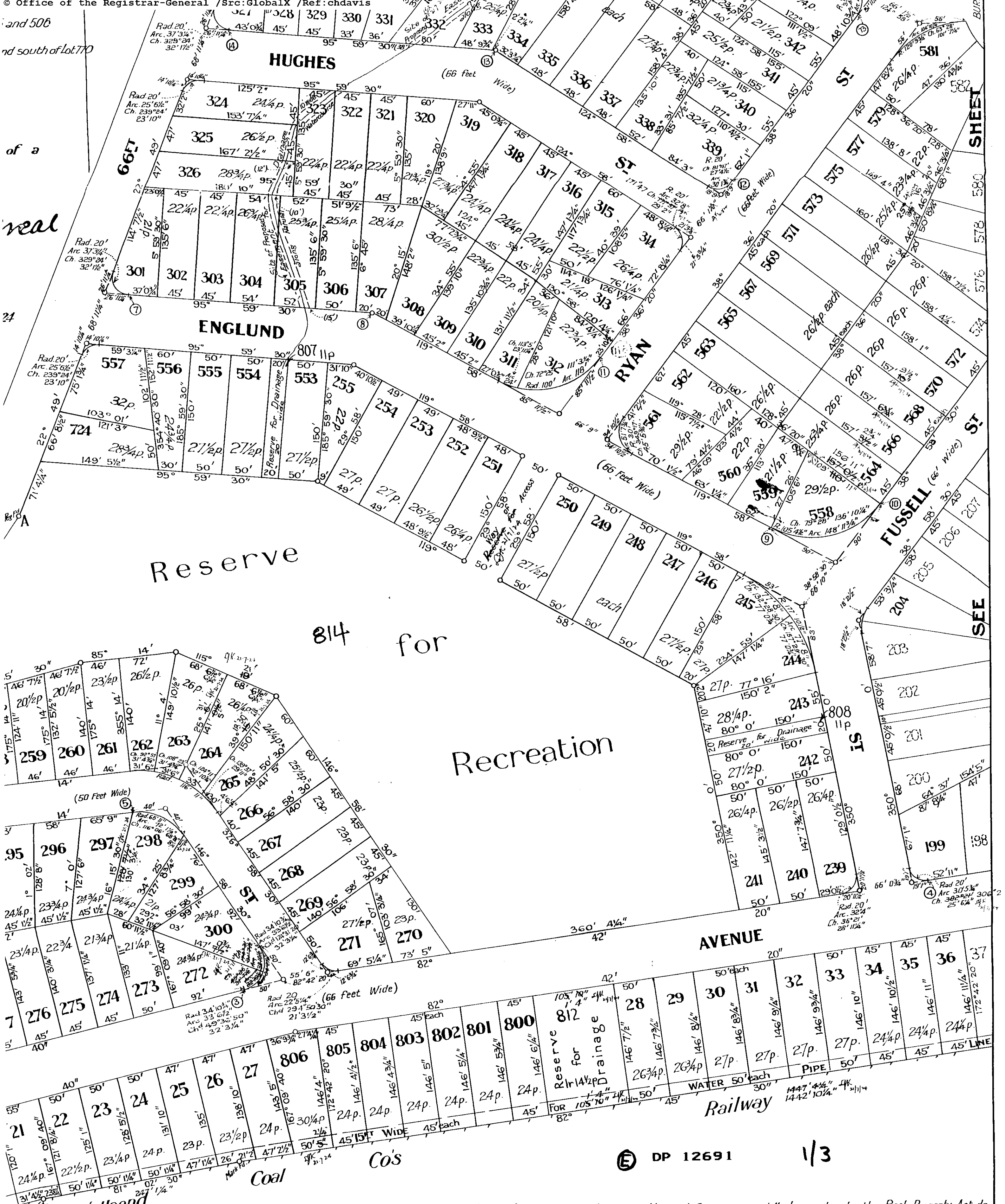
1/3

## …OUNTY OF NORTHUMBERLAND

…eet to an inch



© Office of the Registrar-General /Src:GlobalX /Ref:chdavis




I, Leslie James Kelly of Newcastle, Licensed Surveyor, specially licensed under the Real Property Act do hereby solemnly and sincerely declare that the boundaries and measurements shown 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.

Les J Kelly
Licensed Surveyor

Subscribed and declared before me at Newcastle this 9th day of April A.D. 1924

[signature] J.P.

Date of Survey March 1923

DP12691

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Municipality of Wallsend

B.74638.1-5-24. (E) DP 12691 1/3
(3 Sheets)

# PLAN

3232

of a subdivision of the Land comprised in Certificate of Title Vol. ~~2548~~ 3232

## PARISH OF HEXHAM COUNTY OF NORTHUMBERLAND

PARISH OF NEWCASTLE. Scale 100 feet to an inch

Feet 100 50 0 100 200 300 Feet

M·M·

NOTE: For alterations of Reference to Permanent Marks see 42 M 6827 filed with M.P.D.P.12691.

No restrictions, excepting that any main building erected on any one allotment shown on this plan (Sheets 1, 2 and 3) shall cost and be of the value of not less than two hundred pounds, affecting the user of any land shown are stipulated for by the vendor.

The following ways of access and streets, lanes, etc. are dedicated to the public:- Wilkinson Avenue, Cunningham St Englund St, Ryan St, Hughes St, Timmins St, Jones St, Fussell St Heritage Place, Rees Place Rae St, Martin St, Burke Place, Morris St, Atkinson St, McKay St Naughton Avenue, Lee St King St, Moore St, Coughlin St, Vale St, Birmingham Place

~~Reserves for Recreation: As shown North easterly of Lots 256 to 270 and easterly of Lots 756 to 762~~

& Proposed Easements provided at request of Council

Reserves for Drainage:- South Easterly of Lot 554, Between Lots 242 and 243, South Westerly of Lots 277, 294 and 257, South Easterly of Lots 202 and 236, South Westerly of Lots 139 and 159. and between Lots 28 and 800

~~Reserves for~~ Ways of Access:- Between Lots 250 and 251 and between Lots 719 and 725

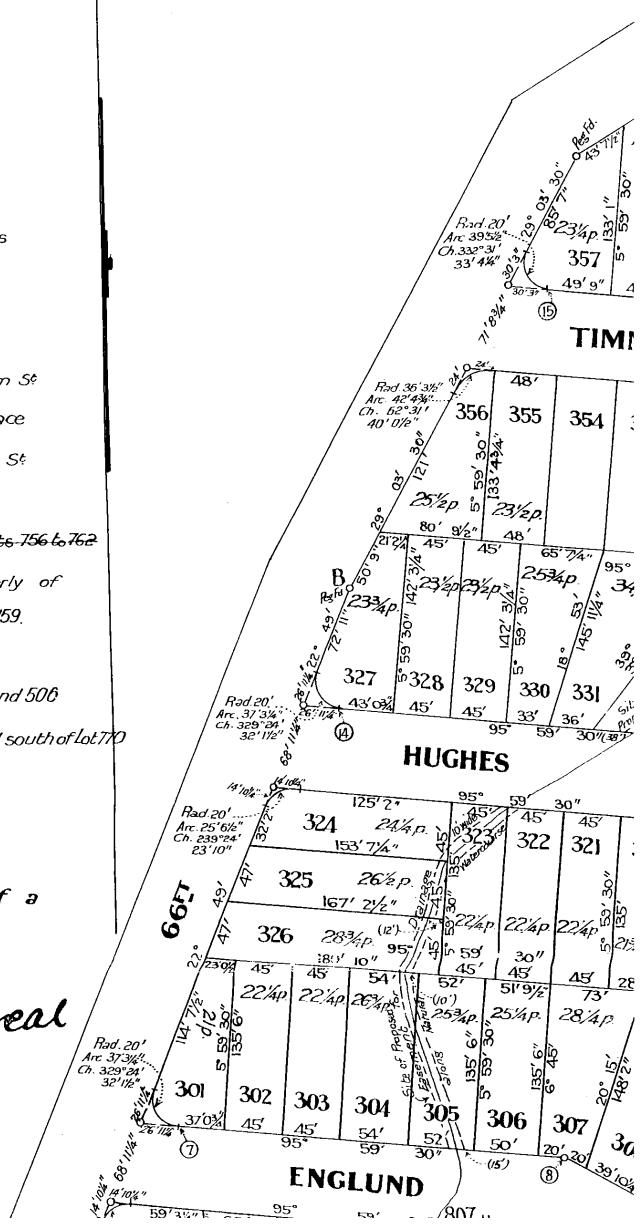
Lanes:- South Easterly of Lots 77 to 87 & North Easterly of Lot 76, South Easterly of Lots 505 and 506 South Easterly of Lots 784 and 785, South Easterly of Lot 129, Easterly of Lots 88 to 94 and south of Lot 770 South Easterly of Lots 1 to 19 and East of Lot. 19

Approved. The Seal of the Council is hereby affixed in pursuance of a resolution of the Council of 18th May 1923

L. Ryan
Council Clerk

Sidney M Neal
Mayor
12th April 1924

Covered by Council Clerk's Certificate No 4 of 12th April 1924



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Lanes:- South Easterly of Lots 77 to 87 & North Easterly of Lot 76, South Easterly of Lots 505 and 506 South Easterly of Lots 784 and 785, South Easterly of Lot 129, Easterly of Lots 88 to 94 and south of Lot 770 South Easterly of Lots 1 to 19 and East of Lot. 19

Approved. The Seal of the Council is hereby affixed in pursuance of a resolution of the Council of 18th May 1923

L. Ryan
Council Clerk

Sidney M Neal
Mayor
12th April 1924

Covered by Council Clerk's Certificate No 4 of 12th April 1924

H. Dowle
Asst for Registrar General
T. H. Burke

MUNICIPALITY OF WALLSEND FEBY 1874

Reference to Permanent Marks

| | From | Bearing | Distance | Mark |
|---|---|---|---|---|
| ① | | 172° 40' | 3' 6" | C. Block |
| ② | | 169° 55' | 3' 6" | " |
| ③ | | 167° 10' | 3' 6" | " |
| ④ | | 172° 42' | 3' 6" | " |
| ⑤ | | 355° 14' | 3' 6" | " |
| ⑥ | | 355° 14' | 3' 6" | " |
| ⑦ | | ~~185° 59'~~ 5° 59' 30" | ~~3' 6"~~ 1' 6" | " |
| ⑧ | | ~~174° 0'~~ 17° 59' | ~~3' 7"~~ 1' 6 3/8" | " |
| ⑨ | | ~~209° 58'~~ 29° 58' | ~~3' 6"~~ 1' 6" | " |
| ⑩ | | ~~129° 58'~~ 308° 58' 30" | ~~3' 6"~~ 1' 6" | " |
| ⑪ | | 128° 38' | 3' 6" | " |
| ⑭ | | 308° 37' 20" | 1' 6" | " |
| ⑫ | | 128° 36' | 3' 6" | " |
| ⑬ | | ~~200° 28'~~ 20° 28' 45" | ~~3' 7½"~~ 1' 6 3/8" | " |
| ⑭ | | ~~175° 59'~~ 5° 59' 30" | ~~3' 6"~~ 1' 6" | " |
| ⑮ | | ~~175° 59'~~ 5° 59' 30" | ~~3' 6"~~ 1' 6" | " |
| ⑯ | | ~~200° 28'~~ 20° 28' 45" | ~~3' 7½"~~ 1' 6 3/8" | " |
| ⑰ | | ~~209° 51'~~ 29° 37' 30" | ~~3' 6"~~ 1' 6" | " |
| ⑱ | | ~~193° 35'~~ 13° 35' 45" | ~~3' 7½"~~ 1' 6" | " |
| ⑲ | | ~~128° 36'~~ 308° 37' 20" | ~~3' 6"~~ 1' 6" | " |

For alterations to P. Mks see NOTE above.

HUGHES

ENGLUND

CUNNINGHAM

WILKINSON

Reserve

ROAD

66FT. WIDE

LANE 14' 6"

Variable Width

EASEMENT 55' WIDE

(50 Feet Wide)

(66 feet Wide)

From Wallsend

Newcastle

Wallsend Coal Co's

Subscribed and declared before me at Newcastle this 9th day of April A.D. 1924

J. P.

Date of Survey March 1923

Datum Line of Azimuth A-B

DP 12691

1/3

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# B.74638. 1·5·24.

(3 Sheets)

Sheet 2

DP 12691

(E) DP 12691 2/3

Scale 100 feet to an inch

| | From | Bearing | Distance | Mark |
|---|---|---|---|---|
| | (56) | 359° 0′ | 3′ 6½″ | C. Block |
| | (57) | 353° 45′ | 3′ 6″ | " |
| | (58) | 52° 11′ | 3′ 6″ | " |
| | (71) | ~~154° 33′~~ 334° 33′ 30″ | ~~3·6~~ 1′ 6″ | " |
| | (72) | 137° 15′ | 4′ 11¾ | " |

WIDE ST.

MOORE ST.

MARTIN ST. (66′ wide)

McKAY ST. (50 feet wide)

66 feet wide

AVE.

CRESCENT

SHEET 3

Req:R420194 /Doc:DP 0012691 P /Rev:05-Sep-2018 /NSW LRS /Pgs:ALL /Prt:29-Jun-2026 16:37 /Seq:6 of 16
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# Reference to Permanent Marks

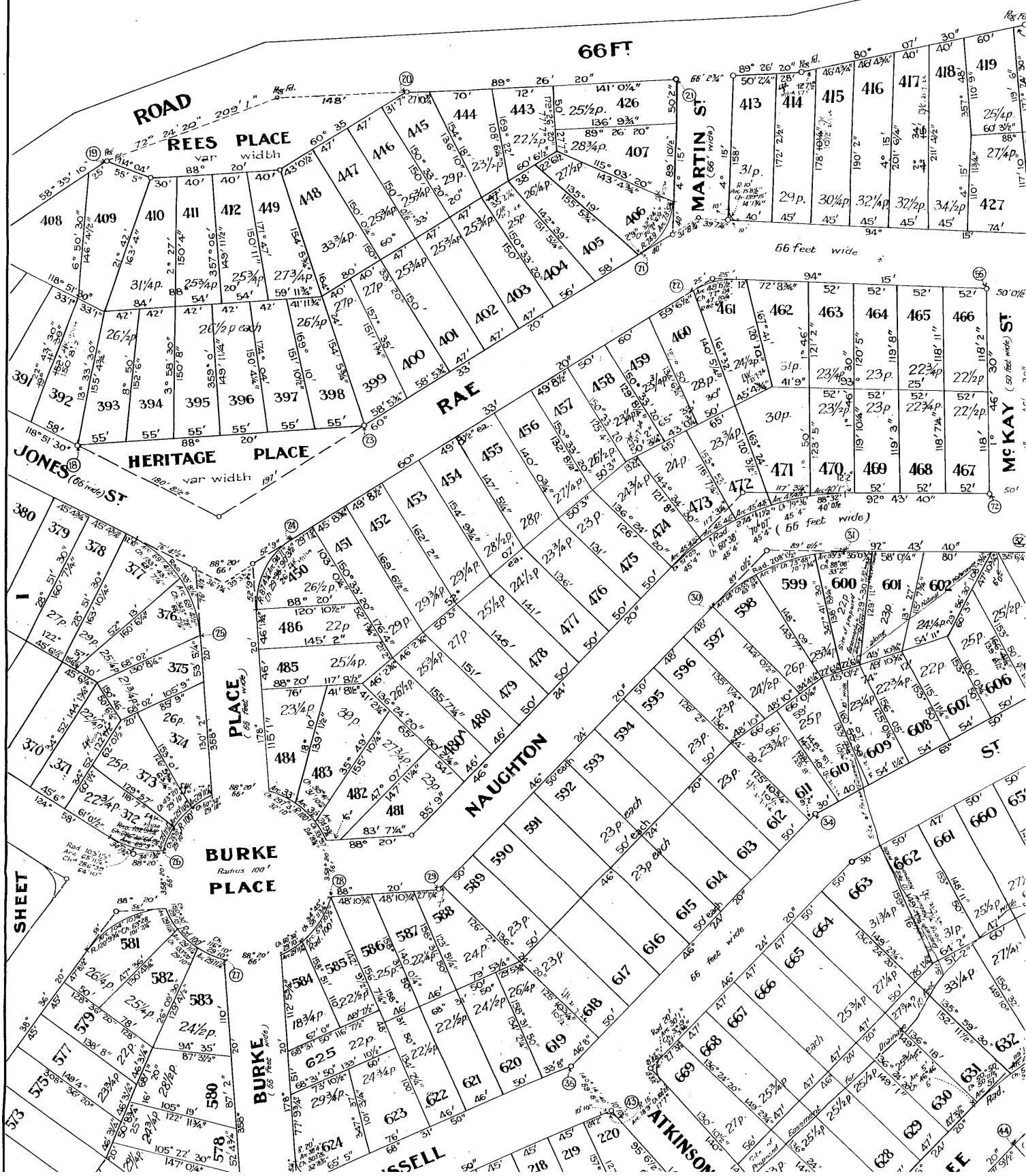
For alterations to P.M's see Note on Sheet 1

| From | Bearing | Distance | Mark | From | Bearing | Distance | Mark | From | Bearing | Distance | Mark | From | Bearing | Distance | Mark | From | Bearing | Distance | Mark |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (4) | 172° 42′ | 3′ 6″ | C. Block | (26) | 178° 20′ | 3′ 6″ | C. Block | (36) | ~~158° 32′~~ 338° 30′ 45″ | ~~3′ 6″~~ 1′ 6″ | C. Block | (46) | 62° 51′ | 3′ 6″ | C. Block | (56) | 359° 0′ | 3′ 6¼″ | C. Block |
| (10) | 128° 58′ | 3′ 6″ | " | (27) | 88° 20′ | 3′ 6″ | " | (37) | ~~128° 58′~~ 308° 58′ 30″ | ~~3′ 6″~~ 1′ 6″ | C. Block | (47) | ~~37° 42′~~ 172° 41′ | ~~4′ 11¼″~~ 1′ 6″ | " | (57) | 353° 45′ | 3′ 6″ | " |
| (18) | ~~198° 35′~~ 13° 35′ 45″ | ~~3′ 7½″~~ 1′ 6⅜″ | " | (28) | 358° 20′ | 3′ 6″ | " | (38) | 262° 42′ | 3′ 6″ | " | (48) | ~~127° 42′~~ 352° 41′ | ~~4′ 11¼″~~ 1′ 6″ | " | (58) | 52° 11′ | 3′ 6″ | " |
| (19) | 72° 26′ | 4′ 3″ | " | (29) | 337° 22′ | 4′ 0¼″ | " | (39) | 262° 42′ | 3′ 6″ | " | (49) | ~~262° 42′~~ 82° 41′ | ~~3′ 6″~~ 1′ 6″ | " | (71) | ~~150° 33′~~ 330° 33′ 20″ | ~~3′ 6″~~ 1′ 6″ | " |
| (20) | 269° 26′ | 7′ 3″ | " | (30) | 316° 24′ | 3′ 6″ | " | (40) | 327° 30′ | 3′ 6″ | " | (50) | ~~352° 42′~~ 172° 41′ | ~~3′ 6″~~ 1′ 6″ | " | (72) | 137° 15′ | 4′ 11¾″ | " |
| (21) | 89° 26′ | 3′ 6″ | " | (31) | 2° 44′ | 3′ 6″ | " | (41) | 326° 51′ | 3′ 6¾″ | " | (51) | 172° 42′ | 3′ 6″ | " | | | | |
| (22) | 330° 33′ | 3′ 6″ | " | (32) | 14° 20′ | 3′ 7″ | " | (42) | 82° 44′ | 3′ 6″ | " | (52) | 98° 06′ | 3′ 6″ | " | | | | |
| (23) | ~~164° 26′~~ 344° 26′ 40″ | ~~3′ 7½″~~ 1′ 6⅜″ | " | (33) | ~~153° 50′~~ 333° 50′ | ~~3′ 6″~~ 1′ 6″ | " | (43) | 50° 15′ | 3′ 6″ | " | (53) | 94° 01′ | 3′ 6″ | " | | | | |
| (24) | 330° 33′ | 3′ 6″ | " | (34) | ~~145° 07′~~ 325° 06′ 30″ | ~~3′ 6¼″~~ 1′ 6¼″ | " | (44) | 316° 24′ | 3′ 6″ | " | (54) | 356° 36′ | 3′ 9½″ | " | | | | |
| (25) | 88° 20′ | 3′ 6″ | " | (35) | ~~147° 32′~~ 327° 26′ 50″ | ~~3′ 6¾″~~ 1′ 6⅞″ | " | (45) | 24° 0′ | 3′ 6″ | " | (55) | 48° 00′ | 4′ 10¼″ | " | | | | |

B. 74638. 1-5-24.
(3 Sheets)

(E) DP 12691

2/3



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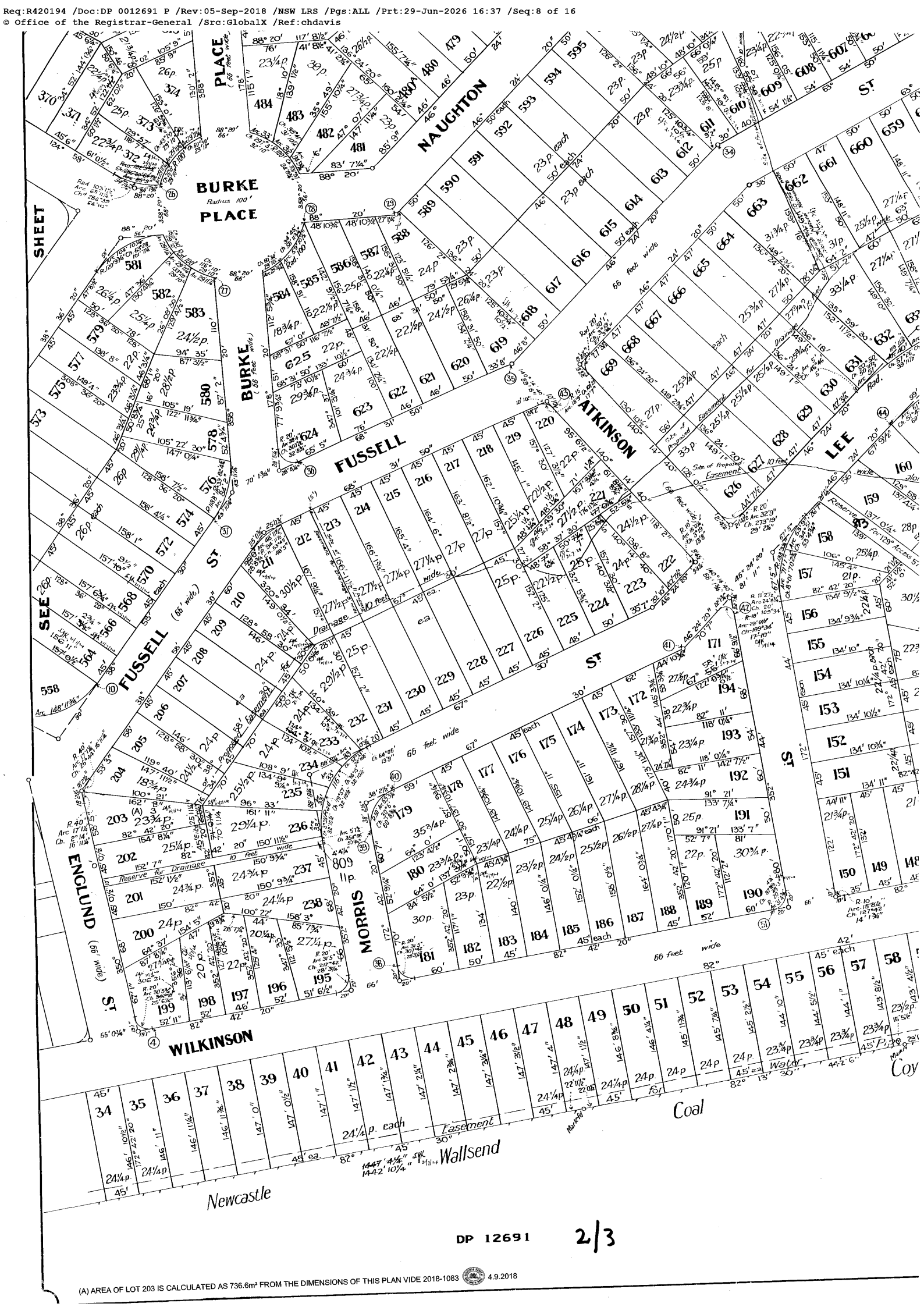



E DP 12691 2/3

Les J Petty
Licensed Surveyor under R.P.Act
Newcastle 9th April 1924

DP 12691

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DP 12691 2/3

(A) AREA OF LOT 203 IS CALCULATED AS 736.6m² FROM THE DIMENSIONS OF THIS PLAN VIDE 2018-1083 4.9.2018

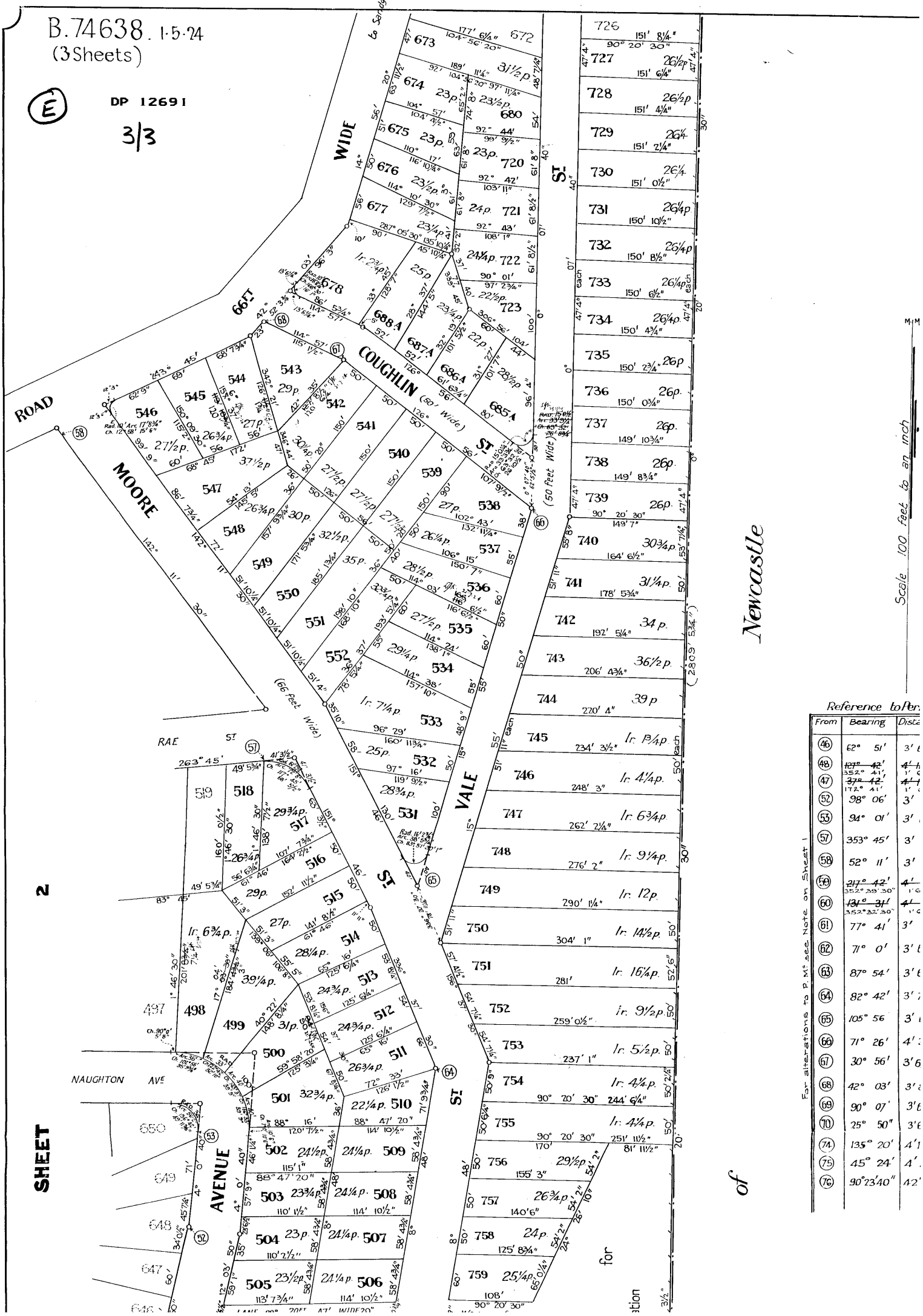
Req:R420194 /Doc:DP 0012691 P /Rev:05-Sep-2018 /NSW LRS /Pgs:ALL /Prt:29-Jun-2026 16:37 /Seq:9 of 16
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B.74638. 1·5·24
(3 Sheets)

(E)

DP 12691

3/3




Reference to Per.

| From | Bearing | Dista |
|---|---|---|
| (46) | 62° 51′ | 3′ |
| (48) | ~~127° 42′~~ 352° 41′ | ~~4′~~ 1′ |
| (47) | ~~37° 42′~~ 172° 41′ | ~~4′~~ 1′ |
| (52) | 98° 06′ | 3′ |
| (53) | 94° 01′ | 3′ |
| (57) | 353° 45′ | 3′ |
| (58) | 52° 11′ | 3′ |
| (59) | ~~217° 42′~~ 352° 39′ 30″ | ~~4′~~ 1′ 0 |
| (60) | ~~137° 31′~~ 352° 32′ 30″ | ~~4′~~ 1′ 0 |
| (61) | 77° 41′ | 3′ |
| (62) | 71° 0′ | 3′ |
| (63) | 87° 54′ | 3′ |
| (64) | 82° 42′ | 3′ |
| (65) | 105° 56′ | 3′ |
| (66) | 71° 26′ | 4′ |
| (67) | 30° 56′ | 3′ 6 |
| (68) | 42° 03′ | 3′ |
| (69) | 90° 07′ | 3′ |
| (70) | 25° 50″ | 3′ |
| (74) | 135° 20′ | 4′ |
| (75) | 45° 24′ | 4′ |
| (76) | 90° 23′ 40″ | 42′ |

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# Sheet 3

DP 12691

(E)

3/3

DP12691

(2)

Scale 100 feet to an inch

Newcastle

of

for creation

WATER PIPE LINE 40' WIDE

66 FT.

Newcastle

| 726 | 151' 8¼" | 90° 20' 30" |
|---|---|---|
| 727 | 26½p. 151' 6¼" | |
| 728 | 26½p. 151' 4¼" | |
| 729 | 26¼ 151' 2¼" | |
| 730 | 26¼ 151' 0½" | |
| 731 | 26¼p. 150' 10½" | |
| 732 | 26¼p. 150' 8½" | |
| 733 | 26¼p. each 150' 6½" | |
| 734 | 26¼p. 150' 4¾" | |
| 735 | 150' 2¾" 26p. | |
| 736 | 26p. 150' 0¾" | |
| 737 | 26p. 149' 10¾" | |
| 738 | 26p. 149' 8¾" | |
| 739 | 26p. 90° 20' 30" 149' 7" | |
| 740 | 30¾p. 164' 6½" | |
| 741 | 31¼p. 178' 5¾" | |
| 742 | 34 p. 192' 5¼" | |
| 743 | 36½ p. 206' 4¾" | |
| 744 | 39 p. 220' 4" | |
| 745 | lr. 43/4p. 234' 3½" | |
| 46 | lr. 4¼p. 248' 3" | |
| 7 | lr. 6¾p. 262' 2¼" | |
| | lr. 9¼p. 276' 2" | |
| | lr. 12p. 290' 1¼" | |
| | lr. 14½p. 304' 1" | |
| | lr. 16¼p. 281' | |
| | lr. 9½p. 259' 0½" | |
| 3 | lr. 5½p. 237' 1" | |
| 4 | lr. 4¼p. 90° 20' 30" 244' 6¼" | |
| | lr. 4¼p. 90° 20' 30" 251' 11½" 170' 81' 11½" | |
| | 29½p. 155' 3" 54' 2" | |
| | 26¾p. 40'6" 54' 2" 26' 10" | |
| | 24p. 8¾" 54' 2" 24' | |
| | 5¼p. 0¼" 65' | |
| | 427' 3½" | |

| 681 | 29½p. 90° 45' 173' 8½" |
|---|---|
| 682 | 35p. 90° 45' 230' 2½" |
| 683 | 39¾p. 231' 10¾" |
| 684 | lr. 1p. 233' 7½" |
| 685 | lr. 3p. 235' 5¼" |
| 686 | lr. 3¼p. 237' 3" |
| 687 | lr. 3½p. 239' 0¾" |
| 688 | lr. 4p. 240' 10½" |
| 689 | lr. 4¼p. 242' 8¼" |
| 690 | lr. 4½p. 244' 6" |
| 691 | lr. 5p. 246' 3¾" |
| 692 | lr. 5¼p. 248' 1½" |
| 693 | lr. 5½p. 249' 11¼" |
| 694 | lr. 6p. 251' 9" |
| 695 | lr. 6¼p. 253' 6¾" |
| 696 | lr. 6½p. 255' 4½" |
| 697 | lr. 7p. 257' 2¼" |
| 698 | lr. 7¼p. 259' |
| 699 | lr. 7½p. 260' 9¾" |
| 700 | lr. 8p. 262' 7½" |
| 701 | lr. 8¼p. 264' 5¼" |
| 702 | lr. 8¾p. 266' 3" |
| 703 | lr. 9p. 268' 0¾" |
| 704 | lr. 9¼p. 269' 10½" |
| 705 | lr. 9½p. 271' 8¼" |

Reference to Permanent Marks

| From | Bearing | Distance | Mark |
|---|---|---|---|
| 46 | 62° 51' | 3' 6" | Con. Block |
| 48 | ~~127° 42'~~ 352° 41' | ~~4' 11¼"~~ 1' 6" | " |
| 47 | ~~37° 42'~~ 172° 41' | ~~4' 11¼"~~ 1' 6" | " |
| 52 | 98° 06' | 3' 6" | " |
| 53 | 94° 01' | 3' 6" | " |
| 57 | 353° 45' | 3' 6" | " |
| 58 | 52° 11' | 3' 6" | " |
| 59 | ~~217° 42'~~ 352° 39' 30" | ~~4' 11¼"~~ 1' 6" | " |
| 60 | ~~131° 31'~~ 352° 32' 30" | ~~4' 7¾"~~ 1' 6" | " |
| 61 | 77° 41' | 3' 7" | " |
| 62 | 71° 0' | 3' 6¼" | " |
| 63 | 87° 54' | 3' 6¾" | " |
| 64 | 82° 42' | 3' 7¾" | " |
| 65 | 105° 56' | 3' 6" | " |
| 66 | 71° 26' | 4' 3" | " |
| 67 | 30° 56' | 3' 6¼" | " |
| 68 | 42° 03' | 3' 8" | " |
| 69 | 90° 07' | 3' 6" | " |
| 70 | 25° 50" | 3' 6" | " |
| 74 | 135° 20' | 4' 11¼" | " |
| 75 | 45° 24' | 4' 11" | " |
| 76 | 90° 23' 40" | 42' 5" | " |

For alterations to P.M's see Note on Sheet 1

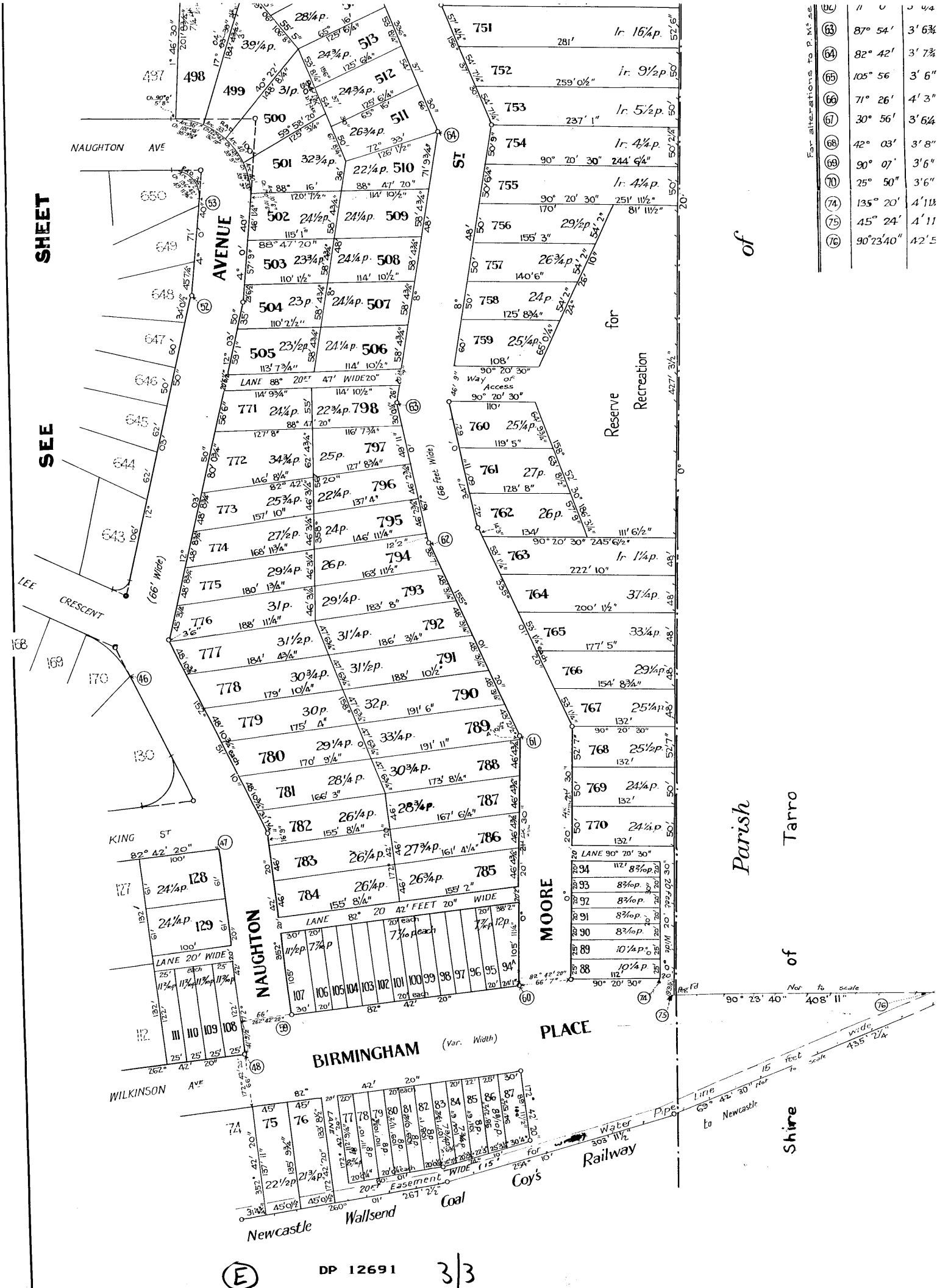
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E DP 12691 3/3

Licensed Surveyor under R.P. Act
Newcastle 9th April 1924

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| | | |
|---|---|---|
| (63) | 87° 54' | 3' 6¾" |
| (64) | 82° 42' | 3' 7¾" |
| (65) | 105° 56' | 3' 6" |
| (66) | 71° 26' | 4' 3" |
| (67) | 30° 56' | 3' 6¼" |
| (68) | 42° 03' | 3' 8" |
| (69) | 90° 07' | 3' 6" |
| (70) | 25° 50" | 3' 6" |
| (74) | 135° 20' | 4' 1½" |
| (75) | 45° 24' | 4' 11" |
| (76) | 90° 23' 40" | 42' 5" |

For alterations to P. M. see

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 1/3

| FEET | INCHES | METRES |
|---|---|---|
| 1 | 6 | 0.455 |
| 1 | 6 3/8 | 0.465 |
| 1 | 6 5/8 | 0.475 |
| 2 | 2 1/4 | 0.665 |
| 3 | 6 | 1.065 |
| 4 | - | 1.22 |
| 4 | 6 1/2 | 1.385 |
| 6 | 7 1/4 | 2.015 |
| 7 | - | 2.135 |
| 9 | - | 2.745 |
| 10 | - | 3.05 |
| 10 | 1 3/4 | 3.09 |
| 11 | 8 3/4 | 3.575 |
| 12 | - | 3.66 |
| 12 | 6 3/4 | 3.83 |
| 13 | 10 3/8 | 4.225 |
| 13 | 11 1/2 | 4.255 |
| 14 | 10 1/4 | 4.525 |
| 15 | - | 4.57 |
| 15 | 1 | 4.595 |
| 15 | 6 1/4 | 4.73 |
| 17 | 10 1/4 | 5.44 |
| 18 | 1 | 5.51 |
| 18 | 2 1/2 | 5.55 |
| 18 | 9 | 5.715 |
| 19 | 1 | 5.815 |
| 20 | - | 6.095 |
| 20 | 0 1/4 | 6.1 |
| 20 | 0 1/2 | 6.11 |
| 20 | 1 3/4 | 6.14 |
| 20 | 2 | 6.145 |
| 20 | 3 | 6.17 |
| 20 | 11 1/2 | 6.39 |
| 21 | - | 6.4 |
| 21 | 2 | 6.45 |
| 21 | 2 1/4 | 6.46 |
| 21 | 2 3/4 | 6.47 |
| 21 | 3 1/2 | 6.49 |
| 21 | 3 3/4 | 6.495 |
| 21 | 11 1/2 | 6.695 |
| 22 | - | 6.705 |
| 22 | 5 1/4 | 6.84 |
| 22 | 7 1/4 | 6.89 |
| 23 | 0 1/2 | 7.025 |
| 23 | 4 5/8 | 7.13 |
| 23 | 8 1/4 | 7.22 |
| 23 | 10 | 7.265 |
| 23 | 10 1/2 | 7.275 |
| 23 | 11 1/4 | 7.295 |
| 24 | - | 7.315 |
| 25 | - | 7.62 |
| 25 | 6 1/4 | 7.78 |
| 25 | 6 1/2 | 7.785 |
| 25 | 6 3/4 | 7.79 |
| 25 | 7 | 7.8 |
| 26 | - | 7.925 |
| 26 | 5 | 8.05 |
| 26 | 11 1/4 | 8.21 |
| 27 | 0 3/4 | 8.25 |
| 27 | 4 1/4 | 8.335 |
| 27 | 4 1/2 | 8.345 |
| 27 | 11 | 8.51 |
| 28 | - | 8.535 |
| 28 | 11 1/4 | 8.82 |
| 29 | - | 8.84 |
| 29 | 0 1/2 | 8.85 |
| 29 | 2 | 8.89 |
| 29 | 10 1/2 | 9.105 |
| 29 | 11 | 9.12 |
| 30 | - | 9.145 |
| 30 | 1 3/4 | 9.19 |
| 30 | 5 3/8 | 9.28 |
| 30 | 5 3/4 | 9.29 |
| 30 | 6 5/8 | 9.31 |
| 31 | 4 1/2 | 9.565 |
| 31 | 4 3/4 | 9.57 |
| 31 | 6 | 9.6 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 1/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 31 | 8 | 9.65 |
| 31 | 10 | 9.705 |
| 31 | 10 7/8 | 9.725 |
| 31 | 11 1/4 | 9.735 |
| 32 | 1 1/2 | 9.79 |
| 32 | 2 | 9.805 |
| 32 | 2 3/4 | 9.825 |
| 32 | 3 1/4 | 9.835 |
| 32 | 3 3/4 | 9.85 |
| 32 | 4 | 9.855 |
| 32 | 8 | 9.955 |
| 32 | 10 3/4 | 10.025 |
| 32 | 11 1/2 | 10.045 |
| 33 | - | 10.06 |
| 33 | 1 | 10.085 |
| 33 | 4 1/4 | 10.165 |
| 33 | 6 1/2 | 10.225 |
| 33 | 6 3/4 | 10.23 |
| 34 | - | 10.365 |
| 34 | 1 3/4 | 10.41 |
| 34 | 5 1/4 | 10.495 |
| 34 | 7 1/4 | 10.545 |
| 34 | 10 1/2 | 10.63 |
| 34 | 10 3/4 | 10.635 |
| 35 | 3 1/2 | 10.755 |
| 35 | 11 | 10.945 |
| 36 | - | 10.975 |
| 36 | 9 3/4 | 11.22 |
| 37 | 0 3/4 | 11.295 |
| 37 | 3 1/4 | 11.36 |
| 38 | - | 11.58 |
| 39 | 5 1/2 | 12.025 |
| 39 | 10 1/4 | 12.145 |
| 40 | - | 12.19 |
| 40 | 0 1/2 | 12.205 |
| 40 | 10 1/2 | 12.46 |
| 41 | 2 1/2 | 12.56 |
| 41 | 9 1/4 | 12.73 |
| 42 | - | 12.8 |
| 42 | 4 3/4 | 12.92 |
| 42 | 9 3/4 | 13.05 |
| 43 | 0 3/4 | 13.125 |
| 43 | 7 1/2 | 13.295 |
| 43 | 9 | 13.335 |
| 44 | - | 13.41 |
| 44 | 4 3/4 | 13.53 |
| 45 | - | 13.715 |
| 45 | 0 1/2 | 13.73 |
| 45 | 0 3/4 | 13.735 |
| 45 | 1 1/2 | 13.755 |
| 45 | 2 | 13.765 |
| 45 | 4 3/4 | 13.835 |
| 45 | 5 3/4 | 13.86 |
| 45 | 6 | 13.87 |
| 45 | 6 1/4 | 13.875 |
| 46 | - | 14.02 |
| 46 | 3 1/4 | 14.105 |
| 46 | 4 1/2 | 14.135 |
| 46 | 6 | 14.175 |
| 46 | 7 1/4 | 14.205 |
| 46 | 7 1/2 | 14.21 |
| 47 | - | 14.325 |
| 47 | 1 1/4 | 14.355 |
| 47 | 2 1/2 | 14.39 |
| 47 | 4 1/2 | 14.44 |
| 47 | 8 | 14.53 |
| 47 | 8 1/2 | 14.54 |
| 47 | 10 | 14.58 |
| 48 | - | 14.63 |
| 48 | 3 1/4 | 14.715 |
| 48 | 8 1/4 | 14.84 |
| 48 | 8 3/4 | 14.855 |
| 48 | 9 1/2 | 14.87 |
| 48 | 9 3/4 | 14.88 |
| 48 | 10 3/4 | 14.905 |
| 49 | - | 14.935 |
| 49 | 0 1/4 | 14.94 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 1/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 49 | 0 3/4 | 14.955 |
| 49 | 1 | 14.96 |
| 49 | 7 1/2 | 15.125 |
| 49 | 9 | 15.165 |
| 50 | - | 15.24 |
| 50 | 1 1/4 | 15.27 |
| 50 | 2 1/4 | 15.295 |
| 50 | 6 1/4 | 15.4 |
| 50 | 8 | 15.445 |
| 50 | 8 3/4 | 15.46 |
| 50 | 9 | 15.47 |
| 50 | 10 1/2 | 15.505 |
| 51 | 5 | 15.67 |
| 51 | 7 3/4 | 15.74 |
| 51 | 9 1/2 | 15.785 |
| 52 | - | 15.85 |
| 52 | 11 | 16.13 |
| 52 | 11 1/2 | 16.14 |
| 53 | 3 1/4 | 16.235 |
| 54 | - | 16.45 |
| 54 | 9 1/2 | 16.7 |
| 55 | - | 16.765 |
| 55 | 5 | 16.89 |
| 55 | 6 | 16.915 |
| 56 | - | 17.07 |
| 57 | 3 1/4 | 17.455 |
| 58 | - | 17.68 |
| 58 | 7 | 17.855 |
| 59 | 0 1/4 | 17.99 |
| 59 | 3 1/4 | 18.065 |
| 59 | 11 1/2 | 18.275 |
| 60 | - | 18.29 |
| 60 | 1 1/2 | 18.325 |
| 60 | 11 1/2 | 18.58 |
| 61 | 0 1/2 | 18.605 |
| 61 | 5 | 18.72 |
| 62 | - | 18.9 |
| 62 | 0 1/2 | 18.91 |
| 62 | 1 | 18.925 |
| 63 | 1 1/4 | 19.235 |
| 64 | 10 1/4 | 19.765 |
| 65 | - | 19.81 |
| 65 | 7 1/4 | 19.995 |
| 65 | 9 | 20.04 |
| 66 | - | 20.115 |
| 66 | 0 3/4 | 20.135 |
| 66 | 1 | 20.14 |
| 66 | 1 1/2 | 20.155 |
| 66 | 2 | 20.17 |
| 66 | 8 1/2 | 20.335 |
| 66 | 9 | 20.345 |
| 66 | 10 | 20.37 |
| 66 | 11 | 20.395 |
| 66 | 11 1/4 | 20.4 |
| 67 | 1 | 20.445 |
| 68 | - | 20.725 |
| 68 | 1 | 20.75 |
| 68 | 6 1/4 | 20.885 |
| 68 | 8 | 20.93 |
| 68 | 8 1/4 | 20.935 |
| 68 | 11 1/4 | 21.01 |
| 69 | 5 1/4 | 21.165 |
| 69 | 5 3/4 | 21.175 |
| 70 | 1 1/4 | 21.37 |
| 70 | 1 1/2 | 21.375 |
| 71 | 0 1/2 | 21.655 |
| 71 | 4 1/4 | 21.75 |
| 71 | 8 | 21.845 |
| 71 | 8 3/4 | 21.865 |
| 72 | - | 21.945 |
| 72 | 1 1/4 | 21.975 |
| 72 | 8 1/4 | 22.155 |
| 72 | 11 | 22.225 |
| 73 | - | 22.25 |
| 73 | 5 | 22.375 |
| 73 | 6 3/4 | 22.42 |
| 74 | 1 1/2 | 22.595 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 1/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 75 | 1 3/4 | 22.905 |
| 76 | - | 23.165 |
| 76 | 1 1/4 | 23.195 |
| 76 | 1 1/2 | 23.205 |
| 76 | 4 1/2 | 23.28 |
| 77 | 0 3/4 | 23.49 |
| 77 | 2 3/4 | 23.54 |
| 77 | 8 | 23.675 |
| 78 | - | 23.775 |
| 79 | 4 1/4 | 24.185 |
| 80 | - | 24.385 |
| 80 | 9 1/2 | 24.625 |
| 83 | - | 25.3 |
| 84 | 3 | 25.68 |
| 84 | 4 1/4 | 25.71 |
| 85 | 7 | 26.085 |
| 85 | 7 1/2 | 26.1 |
| 85 | 11 1/2 | 26.2 |
| 87 | 1 3/4 | 26.56 |
| 87 | 8 1/4 | 26.725 |
| 90 | - | 27.43 |
| 91 | - | 27.735 |
| 92 | - | 28.04 |
| 94 | - | 28.65 |
| 94 | 4 1/2 | 28.765 |
| 96 | - | 29.26 |
| 96 | 3 1/4 | 29.345 |
| 97 | 0 3/4 | 29.585 |
| 99 | - | 30.175 |
| 99 | 0 5/8 | 30.19 |
| 99 | 1 | 30.2 |
| 100 | - | 30.48 |
| 100 | 1 | 30.505 |
| 101 | 2 1/2 | 30.85 |
| 101 | 4 | 30.885 |
| 101 | 7 1/4 | 30.97 |
| 102 | 1 1/4 | 31.12 |
| 102 | 1 1/2 | 31.13 |
| 102 | 3 1/4 | 31.17 |
| 102 | 11 1/2 | 31.38 |
| 103 | 3 1/4 | 31.475 |
| 103 | 4 | 31.495 |
| 104 | 4 3/4 | 31.82 |
| 104 | 5 1/4 | 31.83 |
| 104 | 10 1/4 | 31.96 |
| 105 | 4 1/2 | 32.12 |
| 105 | 6 | 32.155 |
| 106 | - | 32.31 |
| 106 | 2 3/8 | 32.37 |
| 106 | 6 | 32.46 |
| 106 | 9 1/4 | 32.545 |
| 107 | 6 3/4 | 32.785 |
| 108 | 5 | 33.045 |
| 108 | 7 1/2 | 33.11 |
| 108 | 9 1/4 | 33.155 |
| 109 | 8 1/4 | 33.435 |
| 109 | 10 3/4 | 33.495 |
| 109 | 11 | 33.505 |
| 110 | 4 1/2 | 33.64 |
| 110 | 8 3/4 | 33.75 |
| 110 | 11 1/2 | 33.82 |
| 111 | 1 1/2 | 33.87 |
| 111 | 3 1/4 | 33.915 |
| 111 | 6 | 33.985 |
| 113 | - | 34.44 |
| 114 | 7 1/2 | 34.94 |
| 115 | - | 35.05 |
| 115 | 7 1/2 | 35.24 |
| 116 | 1 | 35.38 |
| 116 | 11 | 35.635 |
| 117 | 1 3/4 | 35.705 |
| 117 | 4 1/2 | 35.775 |
| 118 | - | 35.965 |
| 118 | 5 | 36.095 |
| 118 | 7 | 36.145 |
| 118 | 9 | 36.195 |
| 120 | - | 36.575 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 1/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 120 | 1 | 36.6 |
| 120 | 4 1/4 | 36.685 |
| 120 | 9 3/4 | 36.825 |
| 121 | - | 36.88 |
| 121 | 3 | 36.955 |
| 121 | 8 1/4 | 37.09 |
| 122 | 2 | 37.235 |
| 122 | 4 | 37.285 |
| 123 | 4 1/2 | 37.605 |
| 124 | 3 1/4 | 37.88 |
| 124 | 11 | 38.075 |
| 125 | 1 | 38.125 |
| 125 | 2 | 38.15 |
| 126 | 1 1/4 | 38.435 |
| 127 | 5 1/8 | 38.84 |
| 127 | 6 | 38.86 |
| 127 | 8 3/4 | 38.93 |
| 128 | - | 39.015 |
| 128 | 1 | 39.04 |
| 128 | 5 1/2 | 39.155 |
| 128 | 8 | 39.22 |
| 129 | 0 1/2 | 39.33 |
| 130 | - | 39.625 |
| 130 | 3 1/4 | 39.705 |
| 130 | 4 3/4 | 39.745 |
| 130 | 8 1/4 | 39.835 |
| 130 | 10 | 39.88 |
| 131 | 2 3/4 | 40 |
| 131 | 10 | 40.185 |
| 131 | 11 1/2 | 40.22 |
| 132 | 4 | 40.335 |
| 132 | 4 3/4 | 40.355 |
| 132 | 5 1/2 | 40.375 |
| 133 | - | 40.54 |
| 133 | 1 | 40.565 |
| 133 | 4 3/4 | 40.66 |
| 133 | 11 | 40.82 |
| 134 | 5 | 40.97 |
| 135 | - | 41.15 |
| 135 | 1 1/2 | 41.185 |
| 135 | 6 | 41.3 |
| 135 | 7 1/2 | 41.34 |
| 135 | 10 | 41.4 |
| 135 | 10 3/4 | 41.42 |
| 136 | 0 3/4 | 41.47 |
| 136 | 10 1/4 | 41.715 |
| 137 | 1 1/4 | 41.79 |
| 137 | 1 3/4 | 41.8 |
| 137 | 8 1/4 | 41.965 |
| 137 | 9 | 41.985 |
| 138 | 0 1/4 | 42.07 |
| 138 | 1 1/2 | 42.1 |
| 138 | 3 3/4 | 42.16 |
| 138 | 4 3/4 | 42.185 |
| 138 | 8 | 42.265 |
| 138 | 9 | 42.29 |
| 138 | 10 | 42.315 |
| 139 | 3 3/4 | 42.46 |
| 139 | 10 | 42.62 |
| 140 | - | 42.67 |
| 140 | 3 1/4 | 42.755 |
| 140 | 11 1/4 | 42.96 |
| 141 | 4 3/4 | 43.095 |
| 141 | 5 | 43.105 |
| 141 | 6 | 43.13 |
| 142 | 3 1/4 | 43.365 |
| 142 | 6 1/2 | 43.445 |
| 142 | 11 1/4 | 43.565 |
| 143 | 3 1/2 | 43.675 |
| 143 | 5 | 43.715 |
| 143 | 5 3/4 | 43.73 |
| 144 | 1 3/4 | 43.935 |
| 145 | 3 1/2 | 44.285 |
| 145 | 11 1/4 | 44.48 |
| 146 | 4 | 44.6 |
| 146 | 4 1/2 | 44.615 |
| 146 | 4 3/4 | 44.62 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 1/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 146 | 5 | 44.63 |
| 146 | 5 1/4 | 44.635 |
| 146 | 5 3/4 | 44.645 |
| 146 | 6 1/4 | 44.66 |
| 146 | 7 1/2 | 44.69 |
| 146 | 7 3/4 | 44.7 |
| 146 | 8 1/4 | 44.71 |
| 146 | 8 3/4 | 44.725 |
| 146 | 9 1/4 | 44.735 |
| 146 | 9 3/4 | 44.75 |
| 146 | 10 | 44.755 |
| 146 | 10 1/2 | 44.765 |
| 146 | 11 | 44.78 |
| 146 | 11 1/4 | 44.785 |
| 147 | 0 3/4 | 44.825 |
| 147 | 1 1/4 | 44.835 |
| 147 | 1 3/4 | 44.85 |
| 147 | 2 1/4 | 44.865 |
| 147 | 4 | 44.905 |
| 147 | 7 3/4 | 45 |
| 148 | 2 | 45.16 |
| 148 | 5 | 45.235 |
| 148 | 11 3/4 | 45.41 |
| 149 | 4 | 45.515 |
| 149 | 5 1/2 | 45.555 |
| 149 | 10 1/2 | 45.68 |
| 150 | - | 45.72 |
| 150 | 1 1/2 | 45.76 |
| 150 | 2 | 45.77 |
| 150 | 6 1/4 | 45.88 |
| 150 | 8 1/2 | 45.935 |
| 150 | 10 1/4 | 45.98 |
| 150 | 11 | 46 |
| 151 | 6 | 46.175 |
| 151 | 10 1/4 | 46.285 |
| 152 | 1 | 46.355 |
| 152 | 1 3/4 | 46.375 |
| 152 | 6 | 46.48 |
| 152 | 9 3/4 | 46.575 |
| 152 | 11 1/2 | 46.62 |
| 153 | 5 1/2 | 46.775 |
| 153 | 7 1/4 | 46.82 |
| 153 | 7 1/2 | 46.825 |
| 153 | 8 1/4 | 46.845 |
| 153 | 11 | 46.915 |
| 154 | 1 1/4 | 46.97 |
| 154 | 3 1/2 | 47.03 |
| 154 | 5 | 47.065 |
| 154 | 7 | 47.115 |
| 154 | 8 1/2 | 47.155 |
| 155 | - | 47.245 |
| 155 | 4 3/4 | 47.365 |
| 156 | 3 | 47.625 |
| 156 | 11 | 47.83 |
| 157 | 2 3/4 | 47.925 |
| 157 | 4 1/4 | 47.96 |
| 157 | 6 | 48.005 |
| 157 | 9 1/2 | 48.095 |
| 158 | 1 | 48.185 |
| 158 | 4 | 48.26 |
| 158 | 4 1/4 | 48.265 |
| 158 | 7 1/2 | 48.35 |
| 160 | - | 48.77 |
| 160 | 6 1/4 | 48.925 |
| 160 | 7 1/4 | 48.95 |
| 160 | 11 1/4 | 49.055 |
| 163 | 4 | 49.785 |
| 163 | 10 1/4 | 49.945 |
| 167 | 2 1/2 | 50.97 |
| 167 | 10 3/4 | 51.17 |
| 169 | 8 3/4 | 51.73 |
| 171 | 9 | 52.35 |
| 173 | 1 | 52.76 |
| 177 | 10 1/2 | 54.22 |
| 180 | 10 | 55.12 |
| 195 | 3 1/4 | 59.52 |
| 196 | 5 1/4 | 59.87 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 1/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 202 | 8 1/2 | 61.79 |
| 213 | 8 1/2 | 65.14 |
| 218 | 6 | 66.6 |
| 247 | 1 1/4 | 75.32 |
| 282 | 9 3/4 | 86.2 |
| 295 | 9 1/4 | 90.15 |
| 360 | 4 1/4 | 109.84 |
| 810 | 3 3/4 | 246.98 |
| 811 | 10 1/4 | 247.45 |
| 1442 | 10 1/4 | 439.78 |

| AC | RD | P | SQ M |
|---|---|---|---|
| - | - | .02 | 0.5 |
| - | - | 1 1/2 | 37.9 |
| - | - | 7 1/4 | 183.4 |
| - | - | 7 1/2 | 189.7 |
| - | - | 7 3/4 | 196 |
| - | - | 8 | 202.3 |
| - | - | 8 3/4 | 221.3 |
| - | - | 9 1/2 | 240.3 |
| - | - | 20 1/4 | 512.2 |
| - | - | 20 1/2 | 518.5 |
| - | - | 20 3/4 | 524.8 |
| - | - | 21 | 531.1 |
| - | - | 21.2 | 536.2 |
| - | - | 21 1/4 | 537.5 |
| - | - | 21 1/2 | 543.8 |
| - | - | 21 3/4 | 550.1 |
| - | - | 22 | 556.4 |
| - | - | 22 1/4 | 562.8 |
| - | - | 22 1/2 | 569.1 |
| - | - | 22 3/4 | 575.4 |
| - | - | 23 | 581.7 |
| - | - | 23 1/4 | 588.1 |
| - | - | 23 1/2 | 594.4 |
| - | - | 23 3/4 | 600.7 |
| - | - | 24 | 607 |
| - | - | 24 1/4 | 613.4 |
| - | - | 24 3/4 | 626 |
| - | - | 25 | 632.3 |
| - | - | 25 1/4 | 638.6 |
| - | - | 25 1/2 | 645 |
| - | - | 25 3/4 | 651.3 |
| - | - | 26 | 657.6 |
| - | - | 26.2 | 662.7 |
| - | - | 26 1/4 | 663.9 |
| - | - | 26 1/2 | 670.3 |
| - | - | 26 3/4 | 676.6 |
| - | - | 27 | 682.9 |
| - | - | 27 1/4 | 689.2 |
| - | - | 27 1/2 | 695.6 |
| - | - | 27 3/4 | 701.9 |
| - | - | 28 1/4 | 714.5 |
| - | - | 28 3/4 | 727.2 |
| - | - | 29 | 733.5 |
| - | - | 29 1/4 | 739.8 |
| - | - | 29 1/2 | 746.1 |
| - | - | 30 1/4 | 765.1 |
| - | - | 30 1/2 | 771.4 |
| - | - | 30 3/4 | 777.8 |
| - | - | 31 | 784.1 |
| - | - | 31 1/4 | 790.4 |
| - | - | 31 3/4 | 803 |
| - | - | 32 | 809.4 |
| - | - | 32 1/4 | 815.7 |
| - | - | 33 | 834.7 |
| - | - | 33 1/4 | 841 |
| - | - | 34 | 860 |
| - | - | 34 1/4 | 866.3 |
| - | - | 35 3/4 | 904.2 |
| - | 1 | 14 1/2 | 1578 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 1/3 CONTD

| AC | RD | P | HA |
|---|---|---|---|
| 2500 | - | .02 | 1012 |
| 5000 | - | .02 | 2023 |
| 20000 | - | .02 | 8094 |
| 22500 | - | .02 | 9105 |
| 27500 | - | .02 | 11129 |
| 27500 | - | 21 1/4 | 11129 |
| 52500 | - | .02 | 21246 |
| 52500 | - | 26 | 21246 |
| 57500 | - | .02 | 23269 |
| 82500 | - | .03 | 33387 |

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Req:R420194 /Doc:DP 0012691 P /Rev:05-Sep-2018 /NSW LRS /Pgs:ALL /Prt:29-Jun-2026 16:37 /Seq:14 of 16
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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3

| FEET | INCHES | METRES |
|---|---|---|
| 1 | 1 3/8 | 0.34 |
| 1 | 6 | 0.455 |
| 1 | 6 3/8 | 0.465 |
| 1 | 6 5/8 | 0.475 |
| 2 | 9 | 0.84 |
| 3 | 3 3/8 | 1 |
| 3 | 6 | 1.065 |
| 3 | 6 1/4 | 1.075 |
| 3 | 6 3/4 | 1.085 |
| 3 | 9 1/2 | 1.155 |
| 4 | 0 1/4 | 1.225 |
| 4 | 3 | 1.295 |
| 4 | 4 1/4 | 1.325 |
| 4 | 4 1/2 | 1.335 |
| 4 | 6 | 1.37 |
| 4 | 10 1/4 | 1.48 |
| 4 | 11 3/4 | 1.52 |
| 5 | - | 1.525 |
| 5 | 1 1/4 | 1.555 |
| 5 | 7 3/4 | 1.72 |
| 5 | 8 | 1.725 |
| 6 | - | 1.83 |
| 6 | 1 1/2 | 1.865 |
| 6 | 2 1/2 | 1.89 |
| 7 | - | 2.135 |
| 8 | 2 1/4 | 2.495 |
| 9 | 2 | 2.795 |
| 9 | 4 1/2 | 2.855 |
| 10 | - | 3.05 |
| 10 | 10 | 3.3 |
| 11 | 2 1/2 | 3.415 |
| 12 | - | 3.66 |
| 12 | 2 | 3.71 |
| 12 | 2 3/8 | 3.72 |
| 12 | 2 1/2 | 3.72 |
| 12 | 3 | 3.735 |
| 12 | 6 3/4 | 3.83 |
| 12 | 9 | 3.885 |
| 12 | 9 5/8 | 3.9 |
| 12 | 10 | 3.91 |
| 12 | 10 1/4 | 3.92 |
| 13 | 2 3/4 | 4.03 |
| 13 | 7 1/4 | 4.145 |
| 13 | 8 | 4.165 |
| 13 | 8 1/4 | 4.17 |
| 13 | 9 | 4.19 |
| 13 | 9 1/2 | 4.205 |
| 14 | 1 3/4 | 4.31 |
| 14 | 11 3/4 | 4.565 |
| 15 | - | 4.57 |
| 15 | 0 1/4 | 4.58 |
| 15 | 5 1/2 | 4.71 |
| 15 | 6 | 4.725 |
| 15 | 6 1/4 | 4.73 |
| 15 | 8 1/2 | 4.79 |
| 16 | - | 4.875 |
| 16 | 2 3/4 | 4.945 |
| 16 | 11 | 5.155 |
| 16 | 11 1/4 | 5.16 |
| 17 | 1 1/4 | 5.215 |
| 17 | 7 | 5.36 |
| 17 | 7 1/2 | 5.37 |
| 17 | 8 3/4 | 5.405 |
| 18 | 2 1/2 | 5.55 |
| 18 | 8 1/2 | 5.7 |
| 18 | 9 | 5.715 |
| 19 | 1 | 5.815 |
| 19 | 8 3/4 | 6.015 |
| 20 | - | 6.095 |
| 20 | 1 1/2 | 6.135 |
| 21 | - | 6.4 |
| 21 | 1 1/2 | 6.44 |
| 21 | 2 | 6.45 |
| 21 | 3 1/2 | 6.49 |
| 22 | - | 6.705 |
| 22 | 0 1/2 | 6.72 |
| 22 | 1 3/4 | 6.75 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 22 | 4 1/2 | 6.82 |
| 22 | 6 1/4 | 6.865 |
| 22 | 6 1/2 | 6.87 |
| 22 | 8 | 6.91 |
| 22 | 11 1/2 | 7 |
| 23 | 8 | 7.215 |
| 24 | - | 7.315 |
| 24 | 0 1/2 | 7.33 |
| 24 | 2 | 7.365 |
| 24 | 7 1/4 | 7.5 |
| 24 | 8 3/4 | 7.535 |
| 24 | 9 3/4 | 7.565 |
| 25 | - | 7.62 |
| 25 | 0 3/4 | 7.64 |
| 25 | 2 1/4 | 7.675 |
| 25 | 5 | 7.745 |
| 25 | 6 1/4 | 7.78 |
| 25 | 11 1/4 | 7.905 |
| 25 | 11 1/2 | 7.91 |
| 26 | - | 7.925 |
| 26 | 7 | 8.105 |
| 26 | 11 1/4 | 8.21 |
| 27 | 1 1/4 | 8.26 |
| 27 | 2 | 8.28 |
| 27 | 3 1/2 | 8.32 |
| 27 | 3 3/4 | 8.325 |
| 27 | 7 | 8.405 |
| 27 | 9 | 8.46 |
| 27 | 9 1/2 | 8.47 |
| 27 | 10 3/4 | 8.505 |
| 28 | - | 8.535 |
| 28 | 1 1/4 | 8.565 |
| 28 | 2 5/8 | 8.6 |
| 28 | 3 | 8.61 |
| 28 | 3 1/4 | 8.615 |
| 28 | 5 1/8 | 8.665 |
| 28 | 5 1/4 | 8.67 |
| 28 | 6 5/8 | 8.705 |
| 28 | 7 1/4 | 8.72 |
| 28 | 8 3/4 | 8.755 |
| 28 | 10 1/4 | 8.795 |
| 28 | 11 | 8.815 |
| 29 | 1 | 8.865 |
| 29 | 2 1/4 | 8.895 |
| 29 | 5 1/2 | 8.98 |
| 29 | 5 3/4 | 8.985 |
| 29 | 6 1/2 | 9.005 |
| 29 | 7 3/4 | 9.035 |
| 29 | 10 | 9.095 |
| 29 | 11 1/4 | 9.125 |
| 30 | - | 9.145 |
| 30 | 1 | 9.17 |
| 30 | 5 3/4 | 9.29 |
| 30 | 8 1/4 | 9.355 |
| 30 | 11 1/4 | 9.43 |
| 31 | 4 3/4 | 9.57 |
| 31 | 5 | 9.575 |
| 31 | 7 | 9.625 |
| 31 | 8 3/4 | 9.67 |
| 31 | 10 1/4 | 9.71 |
| 32 | - | 9.755 |
| 32 | 6 1/4 | 9.91 |
| 32 | 8 3/4 | 9.975 |
| 32 | 9 | 9.98 |
| 32 | 10 | 10.01 |
| 32 | 10 1/2 | 10.02 |
| 33 | - | 10.06 |
| 33 | 1 | 10.085 |
| 33 | 2 | 10.11 |
| 33 | 5 | 10.135 |
| 33 | 5 3/4 | 10.205 |
| 33 | 8 | 10.26 |
| 34 | - | 10.365 |
| 34 | 0 1/2 | 10.375 |
| 34 | 1 3/4 | 10.41 |
| 34 | 3 | 10.44 |
| 34 | 4 1/4 | 10.47 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 34 | 11 3/4 | 10.66 |
| 35 | - | 10.67 |
| 35 | 0 3/4 | 10.685 |
| 35 | 2 1/4 | 10.725 |
| 35 | 6 1/4 | 10.825 |
| 35 | 7 | 10.845 |
| 35 | 9 3/4 | 10.915 |
| 36 | - | 10.975 |
| 36 | 1 3/4 | 11.015 |
| 36 | 10 1/2 | 11.24 |
| 37 | 11 3/4 | 11.575 |
| 38 | - | 11.58 |
| 38 | 2 1/2 | 11.645 |
| 38 | 4 | 11.685 |
| 39 | 0 1/2 | 11.9 |
| 39 | 3 3/4 | 11.98 |
| 39 | 7 1/4 | 12.07 |
| 39 | 7 3/4 | 12.085 |
| 39 | 9 | 12.115 |
| 39 | 11 1/2 | 12.18 |
| 40 | - | 12.19 |
| 40 | 0 1/4 | 12.2 |
| 40 | 0 1/2 | 12.205 |
| 40 | 1 | 12.215 |
| 40 | 9 3/4 | 12.44 |
| 41 | 1 1/2 | 12.535 |
| 41 | 2 1/4 | 12.555 |
| 41 | 3 1/2 | 12.585 |
| 41 | 4 1/2 | 12.61 |
| 41 | 8 1/4 | 12.705 |
| 41 | 8 1/2 | 12.715 |
| 41 | 9 | 12.725 |
| 41 | 11 3/4 | 12.795 |
| 42 | - | 12.8 |
| 42 | 3 1/4 | 12.885 |
| 42 | 7 1/2 | 12.99 |
| 43 | 0 1/2 | 13.12 |
| 43 | 0 3/4 | 13.125 |
| 43 | 3 | 13.185 |
| 43 | 4 1/2 | 13.22 |
| 43 | 9 1/2 | 13.35 |
| 43 | 11 1/4 | 13.39 |
| 44 | - | 13.41 |
| 44 | 6 | 13.565 |
| 44 | 7 1/2 | 13.6 |
| 44 | 10 3/4 | 13.685 |
| 45 | - | 13.715 |
| 45 | 0 1/4 | 13.72 |
| 45 | 0 1/2 | 13.73 |
| 45 | 4 | 13.82 |
| 45 | 4 1/2 | 13.83 |
| 45 | 4 3/4 | 13.835 |
| 45 | 6 | 13.87 |
| 45 | 6 1/4 | 13.875 |
| 45 | 7 1/4 | 13.9 |
| 45 | 8 3/4 | 13.94 |
| 45 | 11 | 13.995 |
| 45 | 11 1/2 | 14.01 |
| 46 | - | 14.02 |
| 46 | 1 3/4 | 14.065 |
| 46 | 2 3/4 | 14.09 |
| 46 | 3 1/4 | 14.105 |
| 46 | 4 3/4 | 14.14 |
| 46 | 5 1/4 | 14.155 |
| 46 | 6 1/4 | 14.18 |
| 46 | 8 | 14.225 |
| 47 | - | 14.325 |
| 47 | 1 | 14.35 |
| 47 | 5 1/2 | 14.465 |
| 47 | 8 1/2 | 14.54 |
| 47 | 10 1/4 | 14.585 |
| 47 | 10 3/4 | 14.6 |
| 47 | 11 1/2 | 14.62 |
| 48 | - | 14.63 |
| 48 | 1 | 14.655 |
| 48 | 1 1/2 | 14.67 |
| 48 | 2 | 14.68 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 48 | 5 | 14.755 |
| 48 | 5 3/8 | 14.765 |
| 48 | 6 1/2 | 14.795 |
| 48 | 6 3/4 | 14.8 |
| 48 | 10 | 14.885 |
| 48 | 10 1/2 | 14.895 |
| 48 | 10 3/4 | 14.905 |
| 48 | 11 | 14.91 |
| 48 | 11 1/2 | 14.92 |
| 49 | 0 1/2 | 14.95 |
| 49 | 4 1/4 | 15.045 |
| 49 | 5 3/4 | 15.08 |
| 49 | 7 1/2 | 15.125 |
| 49 | 8 1/2 | 15.15 |
| 49 | 10 3/4 | 15.21 |
| 49 | 11 1/2 | 15.225 |
| 49 | 11 3/4 | 15.235 |
| 50 | - | 15.24 |
| 50 | 0 1/2 | 15.255 |
| 50 | 1 | 15.265 |
| 50 | 2 | 15.29 |
| 50 | 2 1/4 | 15.295 |
| 50 | 3 | 15.315 |
| 50 | 5 | 15.365 |
| 50 | 6 1/4 | 15.4 |
| 50 | 7 | 15.42 |
| 50 | 8 3/4 | 15.46 |
| 50 | 11 1/2 | 15.53 |
| 51 | - | 15.545 |
| 51 | 2 | 15.595 |
| 51 | 3 | 15.62 |
| 51 | 6 1/2 | 15.71 |
| 52 | - | 15.85 |
| 52 | 1 3/4 | 15.895 |
| 52 | 4 3/4 | 15.97 |
| 52 | 5 | 15.975 |
| 52 | 5 3/4 | 15.995 |
| 52 | 7 | 16.025 |
| 52 | 9 | 16.08 |
| 52 | 9 1/4 | 16.085 |
| 52 | 9 3/4 | 16.095 |
| 52 | 11 | 16.13 |
| 53 | - | 16.155 |
| 53 | 3 | 16.23 |
| 53 | 3 3/4 | 16.25 |
| 53 | 4 3/4 | 16.275 |
| 53 | 5 1/4 | 16.29 |
| 53 | 8 1/4 | 16.365 |
| 53 | 8 1/2 | 16.37 |
| 53 | 9 | 16.385 |
| 54 | - | 16.46 |
| 54 | 0 1/2 | 16.47 |
| 54 | 1 1/4 | 16.49 |
| 54 | 3 1/2 | 16.55 |
| 54 | 4 | 16.56 |
| 54 | 4 1/2 | 16.575 |
| 54 | 11 | 16.74 |
| 55 | - | 16.765 |
| 55 | 5 | 16.89 |
| 55 | 11 1/2 | 17.055 |
| 55 | 11 3/4 | 17.06 |
| 56 | - | 17.07 |
| 56 | 2 | 17.12 |
| 56 | 6 3/4 | 17.24 |
| 56 | 10 | 17.325 |
| 57 | 11 | 17.655 |
| 58 | - | 17.68 |
| 58 | 0 1/4 | 17.685 |
| 58 | 5 | 17.805 |
| 58 | 5 3/4 | 17.825 |
| 58 | 11 | 17.96 |
| 58 | 11 3/4 | 17.975 |
| 59 | - | 17.985 |
| 59 | 5 1/2 | 18.125 |
| 59 | 6 1/2 | 18.15 |
| 59 | 10 1/2 | 18.25 |
| 59 | 11 | 18.265 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 59 | 11 5/8 | 18.28 |
| 59 | 11 3/4 | 18.28 |
| 60 | - | 18.29 |
| 60 | 1 1/2 | 18.325 |
| 60 | 2 1/2 | 18.35 |
| 60 | 3 | 18.365 |
| 60 | 3 1/2 | 18.375 |
| 60 | 6 1/2 | 18.455 |
| 60 | 7 | 18.465 |
| 60 | 11 1/4 | 18.575 |
| 61 | - | 18.595 |
| 61 | 0 1/2 | 18.605 |
| 61 | 8 3/4 | 18.815 |
| 62 | - | 18.9 |
| 62 | 0 1/2 | 18.91 |
| 63 | 9 | 19.43 |
| 64 | - | 19.505 |
| 64 | 2 | 19.56 |
| 64 | 10 | 19.76 |
| 64 | 10 1/4 | 19.765 |
| 65 | - | 19.81 |
| 65 | 3 1/4 | 19.895 |
| 65 | 5 | 19.94 |
| 65 | 11 1/4 | 20.1 |
| 66 | - | 20.115 |
| 66 | 0 1/4 | 20.125 |
| 66 | 0 3/4 | 20.135 |
| 66 | 1 3/4 | 20.16 |
| 66 | 2 | 20.17 |
| 66 | 2 3/4 | 20.185 |
| 66 | 4 1/4 | 20.225 |
| 66 | 6 | 20.27 |
| 66 | 9 1/2 | 20.36 |
| 66 | 10 3/4 | 20.39 |
| 66 | 11 1/4 | 20.4 |
| 67 | - | 20.42 |
| 67 | 1 | 20.445 |
| 67 | 4 1/2 | 20.535 |
| 67 | 5 | 20.55 |
| 67 | 5 1/4 | 20.555 |
| 67 | 5 1/2 | 20.56 |
| 67 | 9 1/2 | 20.665 |
| 68 | - | 20.725 |
| 68 | 1 | 20.75 |
| 68 | 5 1/2 | 20.865 |
| 68 | 7 1/4 | 20.91 |
| 69 | 3 3/4 | 21.125 |
| 69 | 4 1/2 | 21.145 |
| 69 | 6 | 21.185 |
| 69 | 10 7/8 | 21.305 |
| 69 | 11 | 21.31 |
| 70 | - | 21.335 |
| 70 | 1 3/4 | 21.38 |
| 70 | 2 | 21.385 |
| 70 | 2 3/4 | 21.405 |
| 70 | 6 1/2 | 21.5 |
| 70 | 7 | 21.515 |
| 70 | 7 3/4 | 21.535 |
| 70 | 11 1/4 | 21.62 |
| 71 | - | 21.64 |
| 71 | 1 | 21.665 |
| 71 | 1 1/4 | 21.67 |
| 72 | - | 21.945 |
| 72 | 8 | 22.15 |
| 72 | 8 3/4 | 22.17 |
| 73 | 5 1/4 | 22.385 |
| 73 | 7 1/4 | 22.435 |
| 73 | 10 1/2 | 22.515 |
| 74 | - | 22.555 |
| 74 | 9 | 22.785 |
| 75 | - | 22.86 |
| 75 | 2 3/4 | 22.93 |
| 75 | 5 | 22.985 |
| 76 | - | 23.165 |
| 76 | 4 1/2 | 23.28 |
| 76 | 10 1/2 | 23.43 |
| 77 | - | 23.47 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 77 | 5 1/2 | 23.61 |
| 77 | 7 | 23.645 |
| 77 | 9 3/4 | 23.715 |
| 78 | - | 23.775 |
| 79 | 5 3/4 | 24.225 |
| 80 | - | 24.385 |
| 80 | 1 1/2 | 24.42 |
| 81 | - | 24.69 |
| 81 | 1 1/2 | 24.725 |
| 81 | 11 | 24.97 |
| 82 | - | 24.995 |
| 82 | 4 3/4 | 25.115 |
| 82 | 6 1/4 | 25.15 |
| 82 | 7 3/4 | 25.19 |
| 82 | 9 3/4 | 25.24 |
| 83 | 7 1/4 | 25.48 |
| 84 | - | 25.605 |
| 84 | 2 | 25.655 |
| 84 | 5 1/2 | 25.745 |
| 85 | 7 3/4 | 26.105 |
| 85 | 9 | 26.135 |
| 86 | 10 1/2 | 26.48 |
| 87 | - | 26.52 |
| 87 | 2 | 26.57 |
| 87 | 5 1/2 | 26.605 |
| 87 | 4 3/4 | 26.64 |
| 87 | 8 1/4 | 26.725 |
| 87 | 9 3/4 | 26.765 |
| 88 | 8 1/4 | 27.03 |
| 89 | 0 1/4 | 27.135 |
| 89 | 0 1/2 | 27.14 |
| 89 | 10 1/2 | 27.395 |
| 90 | - | 27.43 |
| 91 | 11 | 28.015 |
| 92 | 4 1/2 | 28.155 |
| 94 | 11 | 28.93 |
| 94 | 11 1/2 | 28.945 |
| 95 | 1 1/2 | 28.995 |
| 95 | 6 1/2 | 29.12 |
| 97 | 1 | 29.59 |
| 99 | 4 1/2 | 30.29 |
| 99 | 9 | 30.405 |
| 99 | 9 1/2 | 30.415 |
| 99 | 10 1/4 | 30.435 |
| 99 | 11 | 30.455 |
| 100 | - | 30.48 |
| 100 | 4 3/4 | 30.6 |
| 101 | 3 1/4 | 30.865 |
| 101 | 7 1/4 | 30.97 |
| 101 | 10 1/2 | 31.05 |
| 103 | 0 1/4 | 31.4 |
| 103 | 1 1/2 | 31.43 |
| 103 | 4 | 31.495 |
| 104 | 10 1/4 | 31.96 |
| 105 | 9 | 32.235 |
| 106 | - | 32.31 |
| 106 | 0 3/4 | 32.33 |
| 106 | 8 | 32.51 |
| 107 | 7 3/4 | 32.81 |
| 108 | 1 3/4 | 32.965 |
| 108 | 6 1/4 | 33.075 |
| 110 | - | 33.53 |
| 110 | 4 3/4 | 33.65 |
| 110 | 5 | 33.655 |
| 110 | 9 | 33.755 |
| 110 | 10 1/2 | 33.795 |
| 110 | 11 1/2 | 33.82 |
| 110 | 11 3/4 | 33.825 |
| 111 | 10 1/2 | 34.1 |
| 112 | 2 | 34.19 |
| 112 | 5 1/2 | 34.275 |
| 112 | 5 3/4 | 34.285 |
| 113 | 4 3/4 | 34.565 |
| 113 | 6 1/4 | 34.6 |
| 114 | 8 1/4 | 34.955 |
| 115 | 1 | 35.075 |
| 115 | 7 1/4 | 35.235 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 115 | 7 3/4 | 35.25 |
| 115 | 11 1/4 | 35.34 |
| 116 | - | 35.355 |
| 116 | 4 3/4 | 35.475 |
| 116 | 7 1/2 | 35.545 |
| 116 | 8 | 35.56 |
| 117 | 1 | 35.685 |
| 117 | 3 | 35.74 |
| 117 | 3 1/4 | 35.745 |
| 117 | 6 3/4 | 35.835 |
| 117 | 8 1/2 | 35.875 |
| 117 | 10 | 35.915 |
| 118 | - | 35.965 |
| 118 | 0 1/4 | 35.975 |
| 118 | 2 | 36.015 |
| 118 | 7 | 36.145 |
| 118 | 7 1/4 | 36.15 |
| 118 | 8 | 36.17 |
| 118 | 11 | 36.245 |
| 119 | 3 | 36.345 |
| 119 | 6 | 36.425 |
| 119 | 8 | 36.475 |
| 119 | 10 1/4 | 36.53 |
| 119 | 11 1/2 | 36.565 |
| 120 | 1 | 36.6 |
| 120 | 3 1/2 | 36.665 |
| 120 | 5 | 36.705 |
| 120 | 9 3/4 | 36.825 |
| 120 | 10 1/2 | 36.845 |
| 121 | 2 | 36.93 |
| 121 | 6 | 37.035 |
| 121 | 6 1/2 | 37.045 |
| 121 | 8 | 37.085 |
| 122 | - | 37.185 |
| 122 | 0 1/2 | 37.2 |
| 122 | 2 | 37.235 |
| 122 | 11 3/4 | 37.485 |
| 123 | 4 1/2 | 37.605 |
| 123 | 5 | 37.615 |
| 123 | 5 1/4 | 37.625 |
| 123 | 11 1/2 | 37.78 |
| 124 | 2 3/4 | 37.865 |
| 124 | 10 1/2 | 38.06 |
| 125 | - | 38.1 |
| 125 | 0 1/4 | 38.105 |
| 125 | 3 1/4 | 38.18 |
| 125 | 4 | 38.2 |
| 125 | 8 | 38.305 |
| 125 | 10 1/2 | 38.365 |
| 126 | - | 38.405 |
| 126 | 2 | 38.455 |
| 126 | 3 1/4 | 38.485 |
| 126 | 3 3/4 | 38.5 |
| 126 | 6 3/4 | 38.575 |
| 126 | 10 | 38.66 |
| 127 | 3 1/2 | 38.8 |
| 127 | 4 3/4 | 38.83 |
| 127 | 10 3/4 | 38.985 |
| 127 | 11 | 38.99 |
| 128 | - | 39.015 |
| 128 | 0 1/2 | 39.025 |
| 128 | 5 | 39.14 |
| 128 | 11 3/4 | 39.315 |
| 129 | 4 1/2 | 39.435 |
| 129 | 8 1/4 | 39.53 |
| 129 | 11 | 39.6 |
| 130 | - | 39.625 |
| 130 | 2 | 39.675 |
| 130 | 4 3/4 | 39.745 |
| 130 | 5 1/4 | 39.755 |
| 130 | 6 | 39.775 |
| 130 | 8 1/4 | 39.835 |
| 130 | 10 1/2 | 39.89 |
| 130 | 11 | 39.905 |
| 131 | - | 39.93 |
| 132 | - | 40.235 |
| 132 | 0 1/4 | 40.24 |

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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 132 | 4 | 40.335 |
| 132 | 5 3/4 | 40.38 |
| 132 | 8 1/2 | 40.45 |
| 133 | 3 1/4 | 40.62 |
| 133 | 4 | 40.64 |
| 133 | 7 | 40.715 |
| 133 | 7 1/4 | 40.72 |
| 133 | 8 1/4 | 40.75 |
| 133 | 10 1/4 | 40.8 |
| 133 | 10 1/2 | 40.805 |
| 133 | 11 1/4 | 40.825 |
| 134 | - | 40.845 |
| 134 | 2 1/4 | 40.9 |
| 134 | 4 | 40.945 |
| 134 | 4 1/4 | 40.95 |
| 134 | 6 3/4 | 41.015 |
| 134 | 9 1/4 | 41.08 |
| 134 | 9 1/2 | 41.085 |
| 134 | 9 3/4 | 41.09 |
| 134 | 10 | 41.095 |
| 134 | 10 1/4 | 41.105 |
| 134 | 10 1/2 | 41.11 |
| 134 | 10 3/4 | 41.115 |
| 134 | 11 | 41.125 |
| 134 | 11 1/8 | 41.125 |
| 135 | - | 41.15 |
| 135 | 1 1/4 | 41.18 |
| 135 | 2 3/4 | 41.22 |
| 136 | - | 41.455 |
| 136 | 2 1/4 | 41.51 |
| 136 | 3 1/2 | 41.54 |
| 136 | 10 | 41.705 |
| 137 | 0 1/4 | 41.765 |
| 137 | 2 3/4 | 41.825 |
| 137 | 4 1/4 | 41.865 |
| 137 | 10 3/4 | 42.03 |
| 137 | 11 | 42.035 |
| 138 | 7 1/2 | 42.255 |
| 138 | 8 | 42.265 |
| 138 | 8 3/4 | 42.285 |
| 138 | 9 | 42.29 |
| 139 | - | 42.365 |
| 139 | 1 1/2 | 42.405 |
| 139 | 5 1/2 | 42.505 |
| 139 | 8 1/2 | 42.585 |
| 139 | 9 1/4 | 42.6 |
| 139 | 9 3/4 | 42.615 |
| 139 | 10 1/2 | 42.635 |
| 140 | - | 42.67 |
| 140 | 0 1/4 | 42.68 |
| 140 | 0 3/4 | 42.69 |
| 140 | 3 1/4 | 42.755 |
| 140 | 3 1/2 | 42.76 |
| 140 | 5 1/4 | 42.805 |
| 140 | 6 1/4 | 42.83 |
| 140 | 9 1/4 | 42.905 |
| 141 | - | 42.975 |
| 141 | 0 1/4 | 42.985 |
| 141 | 0 1/2 | 42.99 |
| 141 | 3 1/2 | 43.065 |
| 141 | 6 3/4 | 43.15 |
| 141 | 10 | 43.23 |
| 142 | 1 | 43.305 |
| 142 | 2 1/2 | 43.345 |
| 142 | 4 | 43.385 |
| 142 | 5 3/4 | 43.43 |
| 142 | 7 1/4 | 43.465 |
| 142 | 7 1/2 | 43.47 |
| 142 | 9 1/2 | 43.525 |
| 142 | 10 1/2 | 43.55 |
| 143 | 1 1/2 | 43.625 |
| 143 | 4 1/2 | 43.7 |
| 143 | 4 3/4 | 43.705 |
| 143 | 7 | 43.765 |
| 143 | 8 1/2 | 43.8 |
| 143 | 10 3/4 | 43.86 |
| 144 | 0 1/2 | 43.905 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 144 | 0 5/8 | 43.905 |
| 144 | 1 | 43.915 |
| 144 | 1 3/4 | 43.935 |
| 144 | 5 1/2 | 44.03 |
| 144 | 10 | 44.145 |
| 144 | 11 1/2 | 44.185 |
| 145 | 1 | 44.22 |
| 145 | 2 | 44.245 |
| 145 | 2 1/2 | 44.26 |
| 145 | 3 3/4 | 44.29 |
| 145 | 4 | 44.3 |
| 145 | 7 1/4 | 44.38 |
| 145 | 11 3/4 | 44.495 |
| 146 | - | 44.5 |
| 146 | 0 1/4 | 44.505 |
| 146 | 1 | 44.525 |
| 146 | 4 1/4 | 44.61 |
| 146 | 4 1/2 | 44.615 |
| 146 | 8 3/4 | 44.725 |
| 146 | 10 1/2 | 44.765 |
| 146 | 11 | 44.78 |
| 146 | 11 1/4 | 44.785 |
| 146 | 11 3/4 | 44.8 |
| 147 | - | 44.805 |
| 147 | 0 1/4 | 44.81 |
| 147 | 0 1/2 | 44.82 |
| 147 | 1 | 44.83 |
| 147 | 1 1/2 | 44.845 |
| 147 | 1 3/4 | 44.85 |
| 147 | 2 | 44.855 |
| 147 | 2 1/4 | 44.865 |
| 147 | 2 3/4 | 44.875 |
| 147 | 3 1/4 | 44.89 |
| 147 | 3 1/2 | 44.895 |
| 147 | 4 | 44.905 |
| 147 | 5 1/4 | 44.94 |
| 147 | 11 1/4 | 45.09 |
| 147 | 11 1/2 | 45.1 |
| 148 | - | 45.11 |
| 148 | 8 1/4 | 45.32 |
| 148 | 11 | 45.39 |
| 148 | 11 3/4 | 45.41 |
| 149 | 0 1/2 | 45.43 |
| 149 | 1 | 45.44 |
| 149 | 1 1/4 | 45.445 |
| 149 | 2 3/4 | 45.485 |
| 149 | 4 | 45.515 |
| 149 | 7 1/4 | 45.6 |
| 149 | 10 | 45.67 |
| 149 | 10 3/4 | 45.69 |
| 149 | 11 1/4 | 45.7 |
| 149 | 11 1/2 | 45.705 |
| 150 | - | 45.72 |
| 150 | 0 1/8 | 45.725 |
| 150 | 0 1/4 | 45.725 |
| 150 | 4 | 45.82 |
| 150 | 4 1/4 | 45.83 |
| 150 | 5 1/4 | 45.855 |
| 150 | 8 | 45.925 |
| 150 | 8 1/2 | 45.935 |
| 150 | 9 3/4 | 45.97 |
| 150 | 11 | 46 |
| 150 | 11 1/2 | 46.01 |
| 151 | - | 46.025 |
| 151 | 1 3/4 | 46.07 |
| 151 | 5 1/4 | 46.16 |
| 151 | 10 1/2 | 46.29 |
| 152 | 0 1/4 | 46.335 |
| 152 | 1 1/2 | 46.37 |
| 152 | 2 | 46.38 |
| 152 | 6 | 46.48 |
| 152 | 6 1/4 | 46.49 |
| 152 | 7 | 46.505 |
| 152 | 11 1/2 | 46.62 |
| 153 | 0 3/4 | 46.655 |
| 153 | 7 1/4 | 46.82 |
| 154 | 5 | 47.065 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 154 | 5 3/4 | 47.085 |
| 154 | 7 1/2 | 47.13 |
| 154 | 8 1/4 | 47.15 |
| 154 | 9 3/4 | 47.185 |
| 155 | 4 3/4 | 47.365 |
| 155 | 5 3/4 | 47.39 |
| 155 | 6 1/4 | 47.405 |
| 155 | 7 1/4 | 47.43 |
| 155 | 10 1/4 | 47.505 |
| 155 | 11 | 47.525 |
| 156 | 7 1/4 | 47.735 |
| 156 | 11 | 47.83 |
| 157 | - | 47.855 |
| 157 | 2 3/4 | 47.925 |
| 157 | 5 3/4 | 48 |
| 157 | 6 | 48.005 |
| 157 | 9 1/2 | 48.095 |
| 158 | - | 48.16 |
| 158 | 0 1/2 | 48.17 |
| 158 | 1 | 48.185 |
| 158 | 3 | 48.235 |
| 158 | 4 1/4 | 48.265 |
| 158 | 7 1/2 | 48.35 |
| 160 | 0 1/2 | 48.78 |
| 160 | 2 1/4 | 48.825 |
| 160 | 6 1/4 | 48.925 |
| 160 | 7 1/4 | 48.95 |
| 161 | 11 | 49.35 |
| 162 | 2 | 49.43 |
| 162 | 3 | 49.455 |
| 162 | 10 3/4 | 49.65 |
| 163 | 0 1/2 | 49.695 |
| 163 | 4 | 49.785 |
| 163 | 5 1/2 | 49.82 |
| 163 | 8 1/2 | 49.9 |
| 163 | 10 1/4 | 49.945 |
| 164 | 0 3/4 | 50.01 |
| 164 | 2 1/2 | 50.05 |
| 164 | 6 | 50.14 |
| 164 | 11 1/2 | 50.28 |
| 165 | 4 | 50.39 |
| 165 | 7 3/4 | 50.49 |
| 166 | 1 3/4 | 50.64 |
| 166 | 11 1/2 | 50.89 |
| 167 | 4 1/4 | 51.01 |
| 167 | 6 | 51.05 |
| 167 | 9 1/4 | 51.14 |
| 167 | 11 1/4 | 51.19 |
| 169 | 6 1/2 | 51.68 |
| 169 | 8 1/4 | 51.72 |
| 170 | 1 | 51.84 |
| 170 | 7 1/2 | 52.01 |
| 172 | - | 52.43 |
| 172 | 2 1/2 | 52.49 |
| 172 | 4 1/4 | 52.53 |
| 172 | 5 3/4 | 52.57 |
| 173 | 1 1/2 | 52.77 |
| 173 | 11 1/4 | 53.02 |
| 174 | - | 53.04 |
| 174 | 10 1/2 | 53.3 |
| 175 | 6 1/4 | 53.5 |
| 175 | 8 3/4 | 53.56 |
| 175 | 11 | 53.62 |
| 176 | 4 | 53.75 |
| 176 | 11 3/8 | 53.93 |
| 176 | 11 3/4 | 53.94 |
| 177 | 2 1/2 | 54.01 |
| 178 | 2 | 54.31 |
| 178 | 5 1/2 | 54.39 |
| 178 | 10 1/2 | 54.52 |
| 180 | 8 1/2 | 55.08 |
| 182 | 1 | 55.5 |
| 182 | 11 1/2 | 55.77 |
| 184 | 3 | 56.16 |
| 186 | 11 1/4 | 56.98 |
| 187 | 1 | 57.02 |
| 188 | 9 1/4 | 57.54 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 190 | - | 57.91 |
| 190 | 1 1/2 | 57.95 |
| 190 | 2 | 57.96 |
| 191 | 9 1/2 | 58.46 |
| 196 | 8 1/4 | 59.95 |
| 196 | 10 1/2 | 60.01 |
| 196 | 11 1/2 | 60.03 |
| 197 | - | 60.05 |
| 197 | 10 1/2 | 60.31 |
| 201 | 6 1/4 | 61.42 |
| 201 | 7 1/4 | 61.45 |
| 202 | 3 1/2 | 61.66 |
| 204 | - | 62.18 |
| 206 | 5 | 62.92 |
| 208 | 1 1/2 | 63.44 |
| 209 | 1 | 63.73 |
| 209 | 4 3/4 | 63.82 |
| 211 | 4 1/2 | 64.43 |
| 214 | 6 | 65.38 |
| 219 | 1 | 66.78 |
| 222 | 5 | 67.79 |
| 234 | 9 | 71.55 |
| 274 | 1 1/2 | 83.55 |
| 328 | 10 | 100.23 |
| 330 | 7 | 100.76 |
| 394 | 10 | 120.35 |
| 442 | 6 | 134.87 |
| 674 | 1 3/8 | 205.47 |
| 718 | 1 3/4 | 218.89 |
| 763 | 10 1/4 | 232.82 |
| 1170 | 7 | 356.79 |
| 1370 | 3 | 417.65 |
| 1422 | 10 1/4 | 433.69 |

| AC | RD | P | SQ M |
|---|---|---|---|
| - | - | 2.2 | 55.6 |
| - | - | 2.9 | 73.3 |
| - | - | 3 | 75.9 |
| - | - | 11.2 | 283.3 |
| - | - | 18 3/4 | 474.2 |
| - | - | 20 | 505.9 |
| - | - | 20 1/4 | 512.2 |
| - | - | 20 3/4 | 524.8 |
| - | - | 21 | 531.1 |
| - | - | 21 3/4 | 550.1 |
| - | - | 22 | 556.4 |
| - | - | 22 1/4 | 562.8 |
| - | - | 22 1/2 | 569.1 |
| - | - | 22 3/4 | 575.4 |
| - | - | 23 | 581.7 |
| - | - | 23 1/4 | 588.1 |
| - | - | 23 1/2 | 594.4 |
| - | - | 23 3/4 | 600.7 |
| - | - | 24 | 607 |
| - | - | 24 1/4 | 613.4 |
| - | - | 24 1/2 | 619.7 |
| - | - | 24 3/4 | 626 |
| - | - | 25 | 632.3 |
| - | - | 25 1/4 | 638.6 |
| - | - | 25 1/2 | 645 |
| - | - | 25 3/4 | 651.3 |
| - | - | 26 | 657.6 |
| - | - | 26.2 | 662.7 |
| - | - | 26 1/4 | 663.9 |
| - | - | 26 1/2 | 670.3 |
| - | - | 26 3/4 | 676.6 |
| - | - | 27 | 682.9 |
| - | - | 27 1/4 | 689.2 |
| - | - | 27 1/2 | 695.6 |
| - | - | 27 3/4 | 701.9 |
| - | - | 28 | 708.2 |
| - | - | 28 1/4 | 714.5 |
| - | - | 28 1/2 | 720.8 |
| - | - | 28 3/4 | 727.2 |
| - | - | 29 | 733.5 |
| - | - | 29 1/4 | 739.8 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 2/3 CONTD

| AC | RD | P | SQ M |
|---|---|---|---|
| - | - | 29 1/2 | 746.1 |
| - | - | 29 3/4 | 752.5 |
| - | - | 30 | 758.8 |
| - | - | 30 1/4 | 765.1 |
| - | - | 30 1/2 | 771.4 |
| - | - | 30 3/4 | 777.8 |
| - | - | 31 | 784.1 |
| - | - | 31 1/4 | 790.4 |
| - | - | 31 3/4 | 803 |
| - | - | 32 | 809.4 |
| - | - | 32 1/4 | 815.7 |
| - | - | 32 1/2 | 822 |
| - | - | 32.55 | 823.3 |
| - | - | 33 | 834.7 |
| - | - | 33 1/4 | 841 |
| - | - | 33 1/2 | 847.3 |
| - | - | 33 3/4 | 853.6 |
| - | - | 34 | 860 |
| - | - | 34 1/2 | 872.6 |
| - | - | 34 3/4 | 878.9 |
| - | - | 35 3/4 | 904.2 |
| - | - | 36 | 910.5 |
| - | - | 38 1/4 | 967.5 |
| - | - | 38 1/2 | 973.8 |
| - | - | 38 3/4 | 980.1 |
| - | - | 39 | 986.4 |
| - | - | 39 1/4 | 992.7 |
| - | 1 | 1/2 | 1024 |
| - | 1 | 3/4 | 1031 |
| - | 1 | 3 1/2 | 1100 |
| - | 1 | 4 3/4 | 1132 |
| - | 1 | 6 3/4 | 1182 |
| - | 1 | 10 | 1265 |
| - | 1 | 12 | 1315 |

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CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 3/3

| FEET | INCHES | METRES |
|---|---|---|
| 1 | 6 | 0.455 |
| 3 | 6 | 1.065 |
| 3 | 6 1/4 | 1.075 |
| 3 | 6 3/4 | 1.085 |
| 3 | 7 | 1.09 |
| 3 | 7 3/4 | 1.11 |
| 3 | 8 | 1.12 |
| 4 | 3 | 1.295 |
| 4 | 10 1/2 | 1.485 |
| 4 | 11 | 1.5 |
| 4 | 11 1/4 | 1.505 |
| 5 | - | 1.525 |
| 5 | 8 | 1.725 |
| 6 | 6 1/4 | 1.985 |
| 7 | 2 1/2 | 2.195 |
| 10 | - | 3.05 |
| 10 | 6 | 3.2 |
| 11 | 11 | 3.63 |
| 12 | - | 3.66 |
| 12 | 1 1/4 | 3.69 |
| 12 | 2 | 3.71 |
| 12 | 3 | 3.735 |
| 12 | 6 3/4 | 3.83 |
| 13 | 6 1/4 | 4.12 |
| 14 | 3 | 4.345 |
| 15 | - | 4.57 |
| 15 | 0 1/4 | 4.58 |
| 15 | 5 | 4.7 |
| 15 | 6 | 4.725 |
| 16 | - | 4.875 |
| 16 | 1 | 4.9 |
| 16 | 2 3/4 | 4.945 |
| 16 | 7 1/4 | 5.06 |
| 16 | 7 1/2 | 5.065 |
| 16 | 9 | 5.105 |
| 17 | 1 1/4 | 5.215 |
| 17 | 7 1/4 | 5.365 |
| 17 | 8 3/4 | 5.405 |
| 18 | 8 1/4 | 5.695 |
| 19 | 9 1/2 | 6.03 |
| 20 | - | 6.095 |
| 20 | 0 1/4 | 6.1 |
| 20 | 2 3/4 | 6.165 |
| 20 | 3 3/4 | 6.19 |
| 20 | 6 1/2 | 6.26 |
| 21 | 3 1/4 | 6.485 |
| 21 | 4 | 6.5 |
| 22 | - | 6.705 |
| 22 | 3 | 6.78 |
| 22 | 5 1/4 | 6.84 |
| 23 | - | 7.01 |
| 23 | 5 1/4 | 7.145 |
| 23 | 6 1/2 | 7.175 |
| 24 | 1 | 7.34 |
| 25 | - | 7.62 |
| 25 | 3 1/4 | 7.7 |
| 26 | - | 7.925 |
| 26 | 10 1/2 | 8.19 |
| 30 | - | 9.145 |
| 30 | 0 1/4 | 9.15 |
| 30 | 4 | 9.245 |
| 31 | 1 1/4 | 9.48 |
| 31 | 1 3/4 | 9.495 |
| 31 | 4 3/4 | 9.57 |
| 32 | 2 | 9.805 |
| 32 | 10 | 10.01 |
| 33 | - | 10.06 |
| 33 | 3 3/4 | 10.155 |
| 34 | - | 10.365 |
| 34 | 0 1/2 | 10.375 |
| 35 | - | 10.67 |
| 35 | 7 | 10.845 |
| 35 | 9 3/4 | 10.915 |
| 35 | 10 | 10.92 |
| 36 | - | 10.975 |
| 37 | - | 11.28 |
| 37 | 7 | 11.455 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 3/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 38 | - | 11.58 |
| 38 | 2 | 11.635 |
| 38 | 5 3/4 | 11.73 |
| 39 | 9 | 12.115 |
| 40 | - | 12.19 |
| 41 | - | 12.495 |
| 41 | 3 1/2 | 12.585 |
| 41 | 9 1/2 | 12.74 |
| 42 | - | 12.8 |
| 42 | 5 | 12.93 |
| 43 | - | 13.105 |
| 43 | 2 1/2 | 13.17 |
| 44 | - | 13.41 |
| 45 | - | 13.715 |
| 45 | 0 1/2 | 13.73 |
| 45 | 3 1/4 | 13.8 |
| 45 | 7 1/4 | 13.9 |
| 45 | 10 1/4 | 13.975 |
| 46 | - | 14.02 |
| 46 | 1 1/4 | 14.05 |
| 46 | 2 3/4 | 14.09 |
| 46 | 3 1/4 | 14.105 |
| 46 | 4 3/4 | 14.14 |
| 46 | 9 | 14.25 |
| 47 | - | 14.325 |
| 47 | 4 | 14.425 |
| 47 | 6 3/4 | 14.495 |
| 47 | 10 3/4 | 14.6 |
| 48 | - | 14.63 |
| 48 | 3 1/4 | 14.715 |
| 48 | 7 1/4 | 14.815 |
| 48 | 8 3/4 | 14.855 |
| 48 | 9 | 14.86 |
| 48 | 10 3/4 | 14.905 |
| 49 | 5 3/4 | 15.08 |
| 49 | 7 1/2 | 15.125 |
| 49 | 11 | 15.215 |
| 49 | 11 3/8 | 15.225 |
| 49 | 11 3/4 | 15.235 |
| 50 | - | 15.24 |
| 50 | 0 1/4 | 15.245 |
| 50 | 2 1/4 | 15.295 |
| 50 | 6 1/4 | 15.4 |
| 50 | 9 | 15.47 |
| 50 | 11 | 15.52 |
| 51 | - | 15.545 |
| 51 | 3 | 15.62 |
| 51 | 4 | 15.645 |
| 51 | 10 1/4 | 15.805 |
| 51 | 11 | 15.825 |
| 52 | - | 15.85 |
| 52 | 3 3/4 | 15.945 |
| 52 | 6 | 16 |
| 52 | 7 | 16.025 |
| 52 | 10 1/2 | 16.115 |
| 53 | 1 1/4 | 16.185 |
| 53 | 7 1/4 | 16.34 |
| 53 | 8 1/4 | 16.365 |
| 54 | - | 16.46 |
| 54 | 2 | 16.51 |
| 54 | 7 1/4 | 16.645 |
| 55 | - | 16.765 |
| 55 | 5 | 16.89 |
| 55 | 8 | 16.965 |
| 56 | - | 17.07 |
| 56 | 2 | 17.12 |
| 56 | 6 | 17.22 |
| 56 | 6 3/4 | 17.24 |
| 57 | 4 1/2 | 17.49 |
| 57 | 9 | 17.6 |
| 58 | - | 17.68 |
| 58 | 4 3/4 | 17.8 |
| 59 | 1 | 18.01 |
| 60 | - | 18.29 |
| 60 | 11 | 18.565 |
| 61 | - | 18.595 |
| 61 | 2 1/2 | 18.655 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 3/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 61 | 6 3/4 | 18.765 |
| 61 | 8 | 18.795 |
| 61 | 8 1/2 | 18.81 |
| 62 | - | 18.9 |
| 62 | 4 3/4 | 19.02 |
| 62 | 5 1/2 | 19.035 |
| 62 | 7 1/4 | 19.08 |
| 62 | 9 | 19.125 |
| 63 | - | 19.2 |
| 63 | 3 1/2 | 19.29 |
| 63 | 8 1/2 | 19.42 |
| 63 | 11 1/2 | 19.495 |
| 64 | 9 3/4 | 19.755 |
| 65 | 0 1/4 | 19.82 |
| 65 | 2 | 19.865 |
| 66 | - | 20.115 |
| 66 | 7 | 20.295 |
| 67 | 8 1/4 | 20.63 |
| 67 | 11 1/4 | 20.705 |
| 68 | - | 20.725 |
| 68 | 1 3/4 | 20.77 |
| 68 | 5 1/2 | 20.865 |
| 68 | 7 3/4 | 20.925 |
| 69 | - | 21.03 |
| 71 | - | 21.64 |
| 71 | 9 3/4 | 21.89 |
| 72 | - | 21.945 |
| 72 | 8 | 22.15 |
| 74 | 8 | 22.76 |
| 75 | 10 | 23.115 |
| 77 | - | 23.47 |
| 78 | 5 1/4 | 23.91 |
| 80 | - | 24.385 |
| 80 | 0 3/4 | 24.405 |
| 81 | 11 1/2 | 24.98 |
| 86 | 5 3/4 | 26.36 |
| 86 | 7 3/4 | 26.41 |
| 89 | 11 1/2 | 27.42 |
| 90 | - | 27.43 |
| 92 | - | 28.04 |
| 92 | 11 | 28.32 |
| 94 | 5 1/2 | 28.79 |
| 96 | 3 | 29.335 |
| 96 | 4 | 29.36 |
| 97 | 2 3/4 | 29.635 |
| 97 | 11 1/4 | 29.85 |
| 98 | 2 1/2 | 29.935 |
| 99 | 9 | 30.405 |
| 99 | 9 1/2 | 30.415 |
| 100 | - | 30.48 |
| 101 | 5 1/2 | 30.925 |
| 101 | 6 | 30.935 |
| 101 | 7 | 30.965 |
| 103 | 11 | 31.675 |
| 104 | - | 31.7 |
| 104 | 4 1/2 | 31.815 |
| 104 | 6 | 31.85 |
| 105 | - | 32.005 |
| 105 | 1 | 32.03 |
| 105 | 11 1/4 | 32.29 |
| 106 | - | 32.31 |
| 106 | 8 | 32.51 |
| 107 | 1 3/4 | 32.66 |
| 107 | 7 3/4 | 32.81 |
| 107 | 9 1/2 | 32.855 |
| 108 | - | 32.92 |
| 108 | 0 5/8 | 32.935 |
| 108 | 1 | 32.945 |
| 108 | 5 1/4 | 33.075 |
| 109 | 0 1/4 | 33.23 |
| 109 | 11 1/2 | 33.515 |
| 110 | - | 33.53 |
| 110 | 1 1/2 | 33.565 |
| 110 | 2 1/2 | 33.59 |
| 110 | 10 | 33.78 |
| 110 | 10 3/4 | 33.8 |
| 111 | 6 1/2 | 34 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 3/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 111 | 10 | 34.085 |
| 112 | - | 34.14 |
| 112 | 9 1/4 | 34.37 |
| 113 | 7 3/4 | 34.64 |
| 114 | 9 3/4 | 34.995 |
| 114 | 10 1/2 | 35.015 |
| 115 | 1 | 35.075 |
| 115 | 1 1/2 | 35.09 |
| 115 | 2 | 35.105 |
| 116 | 6 1/2 | 35.52 |
| 116 | 7 3/4 | 35.555 |
| 116 | 10 1/4 | 35.615 |
| 119 | 5 | 36.4 |
| 119 | 9 1/2 | 36.51 |
| 120 | - | 36.575 |
| 120 | 6 1/4 | 36.735 |
| 120 | 7 1/2 | 36.765 |
| 122 | - | 37.185 |
| 125 | 3 1/4 | 38.18 |
| 125 | 6 1/4 | 38.26 |
| 125 | 8 3/4 | 38.32 |
| 126 | 1 1/2 | 38.445 |
| 126 | 1 3/4 | 38.45 |
| 127 | 8 | 38.915 |
| 127 | 8 3/4 | 38.93 |
| 128 | 7 | 39.19 |
| 128 | 8 | 39.22 |
| 128 | 8 3/4 | 39.235 |
| 129 | 7 1/2 | 39.51 |
| 130 | - | 39.625 |
| 131 | 11 1/4 | 40.215 |
| 132 | - | 40.235 |
| 132 | 6 1/4 | 40.39 |
| 132 | 11 1/4 | 40.52 |
| 133 | 8 1/2 | 40.755 |
| 134 | - | 40.845 |
| 135 | 9 3/4 | 41.395 |
| 135 | 10 1/4 | 41.41 |
| 137 | 4 | 41.86 |
| 137 | 11 | 42.035 |
| 138 | 1 | 42.09 |
| 138 | 7 1/2 | 42.255 |
| 140 | - | 42.67 |
| 140 | 6 | 42.825 |
| 141 | 8 1/2 | 43.195 |
| 144 | 5 | 44.02 |
| 145 | 5 | 44.325 |
| 146 | 8 1/4 | 44.71 |
| 146 | 11 1/4 | 44.785 |
| 148 | 8 1/4 | 45.32 |
| 149 | 7 | 45.595 |
| 149 | 8 3/4 | 45.635 |
| 149 | 10 3/4 | 45.69 |
| 150 | - | 45.72 |
| 150 | 0 3/4 | 45.74 |
| 150 | 2 3/4 | 45.79 |
| 150 | 4 3/4 | 45.84 |
| 150 | 6 1/2 | 45.885 |
| 150 | 7 | 45.9 |
| 150 | 8 1/2 | 45.935 |
| 150 | 10 1/2 | 45.985 |
| 151 | 0 1/2 | 46.035 |
| 151 | 2 1/4 | 46.08 |
| 151 | 4 1/4 | 46.135 |
| 151 | 6 1/4 | 46.185 |
| 151 | 8 1/4 | 46.235 |
| 151 | 10 1/4 | 46.285 |
| 152 | 0 1/4 | 46.335 |
| 152 | 2 1/2 | 46.395 |
| 152 | 8 1/4 | 46.54 |
| 152 | 11 1/2 | 46.62 |
| 154 | 8 3/4 | 47.16 |
| 155 | 2 | 47.295 |
| 155 | 3 | 47.32 |
| 155 | 8 1/4 | 47.455 |
| 157 | 9 3/4 | 48.1 |
| 157 | 10 | 48.11 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 3/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 160 | 0 1/2 | 48.78 |
| 160 | 11 3/4 | 49.065 |
| 161 | 4 1/4 | 49.18 |
| 163 | 11 1/2 | 49.975 |
| 164 | 2 1/2 | 50.05 |
| 164 | 6 1/2 | 50.15 |
| 165 | 1 1/4 | 50.32 |
| 166 | 3 | 50.67 |
| 167 | 6 1/4 | 51.06 |
| 168 | 10 | 51.46 |
| 168 | 11 3/4 | 51.5 |
| 170 | - | 51.82 |
| 170 | 9 1/4 | 52.05 |
| 171 | 5 3/4 | 52.27 |
| 172 | - | 52.43 |
| 173 | 8 1/4 | 52.94 |
| 173 | 8 1/2 | 52.95 |
| 173 | 11 7/8 | 53.03 |
| 175 | 4 | 53.44 |
| 177 | 5 | 54.08 |
| 177 | 6 1/4 | 54.11 |
| 177 | 11 1/2 | 54.24 |
| 178 | 5 3/4 | 54.4 |
| 179 | 10 1/4 | 54.82 |
| 180 | 1 3/4 | 54.91 |
| 183 | 6 3/4 | 55.95 |
| 183 | 8 | 55.98 |
| 184 | 3 | 56.16 |
| 184 | 4 3/4 | 56.2 |
| 185 | 1 3/4 | 56.43 |
| 186 | 3 1/4 | 56.78 |
| 188 | 10 1/2 | 57.57 |
| 188 | 11 1/4 | 57.59 |
| 189 | 11 1/4 | 57.89 |
| 191 | 6 | 58.37 |
| 191 | 11 | 58.5 |
| 192 | 5 1/4 | 58.65 |
| 193 | 5 1/4 | 58.96 |
| 194 | 7 1/4 | 59.32 |
| 198 | 10 | 60.6 |
| 200 | - | 60.96 |
| 200 | 1 1/2 | 61 |
| 201 | 7 1/4 | 61.45 |
| 206 | 4 3/4 | 62.91 |
| 220 | 4 | 67.16 |
| 222 | 10 | 67.92 |
| 230 | 2 1/2 | 70.17 |
| 231 | 10 3/4 | 70.68 |
| 233 | 7 1/2 | 71.21 |
| 234 | 3 | 71.4 |
| 234 | 3 1/2 | 71.41 |
| 235 | 5 1/4 | 71.76 |
| 236 | 0 3/4 | 71.95 |
| 237 | 1 | 72.26 |
| 237 | 3 | 72.31 |
| 239 | 0 3/4 | 72.87 |
| 240 | - | 73.15 |
| 240 | 10 1/2 | 73.42 |
| 242 | 8 1/4 | 73.97 |
| 244 | 6 | 74.52 |
| 244 | 6 1/4 | 74.53 |
| 245 | 6 1/2 | 74.84 |
| 246 | 3 3/4 | 75.08 |
| 248 | 1 1/2 | 75.63 |
| 248 | 3 | 75.67 |
| 249 | 10 7/8 | 76.17 |
| 249 | 11 1/4 | 76.18 |
| 251 | 9 | 76.73 |
| 251 | 11 1/2 | 76.8 |
| 253 | 6 3/4 | 77.29 |
| 255 | 4 1/2 | 77.84 |
| 257 | 2 1/4 | 78.39 |
| 259 | - | 78.94 |
| 259 | 0 1/2 | 78.96 |
| 260 | 9 3/4 | 79.5 |
| 262 | 2 1/4 | 79.91 |
| 262 | 7 1/2 | 80.05 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 3/3 CONTD

| FEET | INCHES | METRES |
|---|---|---|
| 264 | 5 1/4 | 80.6 |
| 266 | 3 | 81.15 |
| 267 | 2 1/2 | 81.45 |
| 268 | 0 3/4 | 81.71 |
| 269 | 10 1/2 | 82.26 |
| 271 | 8 1/4 | 82.81 |
| 273 | 6 | 83.36 |
| 273 | 7 1/4 | 83.39 |
| 275 | 8 3/4 | 83.92 |
| 276 | 2 | 84.18 |
| 277 | 1 1/2 | 84.47 |
| 278 | 11 1/4 | 85.02 |
| 280 | 9 | 85.57 |
| 281 | - | 85.65 |
| 282 | 6 3/4 | 86.12 |
| 284 | 4 1/2 | 86.68 |
| 286 | 2 1/4 | 87.23 |
| 288 | - | 87.78 |
| 290 | 1 1/4 | 88.42 |
| 303 | 11 1/2 | 92.65 |
| 304 | 1 | 92.68 |
| 408 | 11 | 124.64 |
| 427 | 3 1/2 | 130.24 |
| 435 | 1 7/8 | 132.64 |
| 435 | 2 1/4 | 132.65 |
| 1632 | 5 1/4 | 497.57 |
| 2809 | 5 3/4 | 856.3 |

| AC | RD | P | SQ M |
|---|---|---|---|
| - | - | 3/4 | 19 |
| - | - | 7.7 | 194.8 |
| - | - | 7 3/4 | 196 |
| - | - | 8 | 202.3 |
| - | - | 8.2 | 207.4 |
| - | - | 8.8 | 222.6 |
| - | - | 10 1/4 | 259.3 |
| - | - | 11.2 | 283.3 |
| - | - | 11 1/2 | 290.9 |
| - | - | 12 | 303.5 |
| - | - | 21 3/4 | 550.1 |
| - | - | 22 | 556.4 |
| - | - | 22 1/4 | 562.8 |
| - | - | 22 1/2 | 569.1 |
| - | - | 22 3/4 | 575.4 |
| - | - | 23 | 581.7 |
| - | - | 23 1/4 | 588.1 |
| - | - | 23 1/2 | 594.4 |
| - | - | 23 3/4 | 600.7 |
| - | - | 24 | 607 |
| - | - | 24 1/4 | 613.4 |
| - | - | 24 1/2 | 619.7 |
| - | - | 24 3/4 | 626 |
| - | - | 25 | 632.3 |
| - | - | 25 1/4 | 638.6 |
| - | - | 25 1/2 | 645 |
| - | - | 25 3/4 | 651.3 |
| - | - | 26 | 657.6 |
| - | - | 26 1/4 | 663.9 |
| - | - | 26 1/2 | 670.3 |
| - | - | 26 3/4 | 676.6 |
| - | - | 27 | 682.9 |
| - | - | 27 1/2 | 695.6 |
| - | - | 27 3/4 | 701.9 |
| - | - | 28 1/4 | 714.5 |
| - | - | 28 1/2 | 720.8 |
| - | - | 28 3/4 | 727.2 |
| - | - | 29 | 733.5 |
| - | - | 29 1/4 | 739.8 |
| - | - | 29 1/2 | 746.1 |
| - | - | 29 3/4 | 752.5 |
| - | - | 30 | 758.8 |
| - | - | 30 1/4 | 765.1 |
| - | - | 30 3/4 | 777.8 |
| - | - | 31 | 784.1 |
| - | - | 31 1/4 | 790.4 |
| - | - | 31 1/2 | 796.7 |

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 12691 SH 3/3 CONTD

| AC | RD | P | SQ M |
|---|---|---|---|
| - | - | 32 | 809.4 |
| - | - | 32 1/2 | 822 |
| - | - | 32 3/4 | 828.3 |
| - | - | 33 1/4 | 841 |
| - | - | 34 | 860 |
| - | - | 34 3/4 | 878.9 |
| - | - | 35 | 885.2 |
| - | - | 36 1/2 | 923.2 |
| - | - | 36 3/4 | 929.5 |
| - | - | 37 1/4 | 942.2 |
| - | - | 37 1/2 | 948.5 |
| - | - | 37 3/4 | 954.8 |
| - | - | 39 | 986.4 |
| - | - | 39 1/4 | 992.7 |
| - | - | 39 3/4 | 1005 |
| - | 1 | 1 | 1037 |
| - | 1 | 1 1/4 | 1043 |
| - | 1 | 1 3/4 | 1056 |
| - | 1 | 2 3/4 | 1081 |
| - | 1 | 3 | 1088 |
| - | 1 | 3 1/4 | 1094 |
| - | 1 | 3 1/2 | 1100 |
| - | 1 | 4 | 1113 |
| - | 1 | 4 1/4 | 1119 |
| - | 1 | 4 1/2 | 1126 |
| - | 1 | 5 | 1138 |
| - | 1 | 5 1/4 | 1144 |
| - | 1 | 5 1/2 | 1151 |
| - | 1 | 6 | 1163 |
| - | 1 | 6 1/4 | 1170 |
| - | 1 | 6 1/2 | 1176 |
| - | 1 | 6 3/4 | 1182 |
| - | 1 | 7 | 1189 |
| - | 1 | 7 1/4 | 1195 |
| - | 1 | 7 1/2 | 1201 |
| - | 1 | 8 | 1214 |
| - | 1 | 8 1/4 | 1220 |
| - | 1 | 8 1/2 | 1227 |
| - | 1 | 8 3/4 | 1233 |
| - | 1 | 9 | 1239 |
| - | 1 | 9 1/4 | 1246 |
| - | 1 | 9 1/2 | 1252 |
| - | 1 | 10 | 1265 |
| - | 1 | 10 1/4 | 1271 |
| - | 1 | 10 1/2 | 1277 |
| - | 1 | 11 | 1290 |
| - | 1 | 11 1/4 | 1296 |
| - | 1 | 11 1/2 | 1303 |
| - | 1 | 12 | 1315 |
| - | 1 | 12 1/4 | 1322 |
| - | 1 | 12 1/2 | 1328 |
| - | 1 | 14 1/2 | 1378 |
| - | 1 | 16 1/4 | 1423 |
| - | 1 | 30 | 1770 |

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A722978S

£ s. d.

Transfer..... 15 :

Endorsement..... :

Certificate ..... :

SOUTH AUSTRALIA FINE PAID STAMP DUTY

SOUTH AUSTRALIA NEW SOUTH WALES STAMP DUTY ONE SHILLING

# MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900.)

9 8 21 C 9 8 21 C

REGISTRAR GENERAL NEW SOUTH WALES 9 8 21 C

SIMPLE.

Name, residence, occupation, or other designation, in full, of transferror.

I,[a] THE NEWCASTLE WALLSEND COAL COMPANY of Sydney in the State of New South Wales hereinafter called the Coal Company

A722978

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

If subsisting encumbrances must be noted hereon. (*See* page 2.)

If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] SEVEN THOUSAND FIVE HUNDRED POUNDS (£ 7500:0:0)

PLAN REFILED IN PLAN ROOM AS F.P. 171011

Name, residence, occupation, or other designation, in full, of transferree.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, her name, residence, and occupation of husband.

paid to ~~me by~~ it by the COMMONWEALTH OIL REFINERIES LIMITED of Melbourne in the State of Victoria

the receipt whereof ~~I~~ is hereby acknowledged

If two or more, state whether as joint tenants or tenants in common.

~~do~~ hereby transfers to the said[f] The Commonwealth Oil Refineries Limited

Area in acres, roods, or perches.

Parish or town and County.

~~My~~ its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g] One hundred and eighty two acres no roods eight and a quarter perches situate in[h] the Parish of Hexham County of Northumberland

"The whole" or "part," as the case may be.

"Crown grant," or "Certificate of Title."

Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only is to be transferred, unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and must be either endorsed in this transfer or annexed hereto, with an introductory prefix :— "*delineated in the plan hereon [or annexed hereto*"] or "*described as follows,*" &c. :—

being[i] part of the land comprised in[j] Certificate of Title dated 21st January 1915 registered volume No. 2548 folio 65 as shown on the Plan annexed marked "A" and signed by the parties hereto

~~And also in the pieces of land as follows :—~~

RESERVING to the said Transferror Company and its assigns all mines of coal and other minerals lying in and under the land hereinbefore described and hereby transferred together with all underground rights of way and other underground rights and easements necessary to enable the Transferror Company and its assigns to win work and convey all coal and other minerals and materials belonging to the Transferror Company and its assigns from and to their workings in and under other lands of the Transferror Company in the vicinity of the land hereby transferred. PROVIDED that should the Transferror Company or its assigns desire to carry on mining operations under that portion of the land hereby transferred upon which the said Transferee Company has erected or may by notice in writing to the Transferror Company or its assigns intimate that it or they intend to erect substantial buildings then such mining operations shall be carried on by the Transferror Company and its assigns at a depth of not less than One hundred and fifty feet from the surface and the bords worked shall not exceed eight yards in width and the pillars left in the workings shall be not less than ten yards in width and further that before commencing mining operations under the said

[Rule up to this before signing.]

Any provision in addition to or modifying

The form when filled in should be ruled across so that no additions are possible. No The words rejected should be

made by erasure the alteration

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~~MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.~~

p See note "c," page 1. A very short note of the particulars will suffice.

land the Transferror Company or its assigns shall give the Transferee Company notice in writing of its or their intention so to do and the Transferee Company or its assigns shall if it has not already done so then supply the Transferror Company or its assigns with particulars of the land upon which it proposes to erect substantial buildings or other improvements within six months from the date of receiving notice of the intent of the Transferror Company or its assigns to carry on mining operation the said Transferee Company DOTH HEREBY for itself and its assigns or othe the registered proprietor for the time being of the land transferred COVEN with the Transferror Company and its assigns or other the registered proprietor for the time being of the land adjoining the land transferred that Transferee Company or its sequels assigns or other the registered propr for the time being of the land transferred will for the benefit of the adjoining land of the transferror company or contribute one half of the maintain cost of maintaining the fences dividing the land from such adjoining land in good order and condition to the satisfaction of the Transferror Company

MEMORANDUM OF ENCUMBRANCES ETC REFERRED TO

SUBJECT to an easement in favour of the Government in connection with the Hunter River District Water and Sewerage Board's pipe line which runs along the southern boundary of the said property as shown on the said Plan

AND ALSO SUBJECT to the reservations and conditions contained in the original Crown Grant comprising the said property

[Rule up all blanks before signing.]

m

~~In witness whereof, I have hereunto subscribed my name, at the day of in the year of our Lord one thousand nine hundred and~~

~~Signed in my presence by the said~~

.....

~~WHO IS PERSONALLY KNOWN TO ME~~

m

.....

~~Signed~~n

.....
*Transferror.*

IN WITNESS whereof the Common Seal of the NEWCASTLE WALLSEND COAL COMPANY was hereto affixed at Sydney the thirtieth day of June in the year of our Lord One thousand nine hundred and twenty one

THE COMMON SEAL of the NEWCASTLE WALLSEND COAL COMPANY was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

H. Kay Scrogg
F. Jas Smith
A. Mark E. Cary
F. Dyason

Secretary

Transferrors

n If signed by virtue of any Power of Attorney, the original must be produced, and an attested copy deposited, before registration has been received.

m [illegible] signed [illegible] before [illegible] General [illegible] Titles [illegible] Possession, or before any Judge, Notary Public, Governor, Government Resident, Chief [illegible] such Possession resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation; or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferror or Transferree signs by a mark, the attestation must state that the "instrument was read over and explained to him, and that he appeared fully to understand the same."

Repeat attestation if additional parties required.

St 3121

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FEES:—

Transfer..... £ s. d

Endorsement..... 1 5 0

Certificate .....

£ 2-12-6

FEE SIMPLE.

11-8-91

New South Wales.

ONE POUND STAMP DUTY

ONE SHILLING

# MEMORANDUM OF TRANSFER.

(REAL PROPERTY ACT, 1900).

9821C 9821C

REGISTRAR-GENERAL NEW SOUTH WALES

Name, residence, occupation, or other designation, in full, of transferror.

I,[a] THE NEWCASTLE WALLSEND COAL COMPANY of Sydney in the State of New South Wales hereinafter called the Coal Company

A722978

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

All subsisting encumbrances must be noted hereon. (*See* page 2.)

If the consideration be not pecuniary, state its nature concisely.

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] SEVEN THOUSAND FIVE HUNDRED POUNDS (£ 7500:0:0)

PLAN REFILED IN PLAN ROOM AS F.P. 171011

Name, residence, occupation, or other designation, in full of transferree.

If a minor, state of what age, and forward certificate or declaration as to date of birth. If a married woman, state name, residence, and occupation of husband.

paid to ~~me by~~ it by the COMMONWEALTH OIL REFINERIES LIMITED of Melbourne in the State of Victoria

the receipt whereof ~~I~~ is hereby acknowledged

If to two or more, state whether as joint tenants or tenants in common.

~~do~~ hereby transfers to the said The Commonwealth Oil Refineries Limited

Area in acres, roods, or perches.

Parish or town and county.

"The whole" or "part," as the case may be.

"Crown grant," or "Certificate of Title."

Strike out if not appropriate.

These references will suffice, if the whole land in the grant or certificate be transferred. But if a part only (unless a plan has been deposited, in which case a reference to the No. of allotment and No. of plan will be sufficient), a description or plan will be required and may be either embodied in this transfer or annexed thereto, with an explanatory prefix:—"*as delineated in the plan hereon* [*or annexed hereto*"] or "*described as follows, viz.*":—

Any annexure must be signed by the parties and their signatures witnessed. Here also should be set forth any right-of-way or easement, or exception, if there be any such not fully disclosed either in the principal description or memorandum of incumbrances.

Any provision in

ALL ~~my~~ its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[e] One hundred and eighty two acres no roods eight and a quarter perches situate in[h] the Parish of Hexham + Newcastle County of Northumberland

being[i] ——— part ——— of the land comprised in[j] Certificate of Title dated 21st January 1915 ——— registered volume No. 2548 folio 65 as shown on the Plan annexed marked "A" and signed by the parties hereto

~~And also in the pieces of land as follows:—~~

RESERVING to the said Transferror Company and its assigns all mines of coal and other minerals lying in and under the land ~~hereinbefore described and hereby transferred together with all underground rights~~ of way and other underground rights and easements necessary to enable the Transferror Company and its assigns to win work and convey all coal and other minerals and materials belonging to the ~~Transferred~~ Company and its assigns from and to their workings in and under other lands of the ~~Transferror~~ Company in the vicinity of the land ~~hereby transferred~~ PROVIDED that should the Transferror Company or its assigns desire to carry on mining operations under that portion of the land hereby transferred upon which the said Transferee Company has erected or may by notice in writing to the Transferror Company or its assigns intimate that it or they intend to erect substantial buildings then such mining operations shall be carried on by the Transferror Company and its assigns at a depth of not less than One hundred and fifty feet from the surface and the bords worked shall not exceed eight yards in width and the pillars left in the workings shall not be less than ten yards in width and further that before commencing mining operations under the sa

[Rule up all blanks before signing.]

[1] The form when filled in should be [illegible]

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~~MEMORANDUM OF ENCUMBRANCES, &c., REFERRED TO.~~

p See note "c," page 1. A very short note of the particulars will suffice.

land the Transferror Company or its assigns shall give the Transferee Company notice in writing of its or their intention so to do and the Transferee Company or its assigns shall if it has not already done so the supply the Transferror Company or its assigns with particulars of the la upon which it proposes to erect substantial buildings or other improvements within six months from the date of receiving notice of the intent of the Transferror Company or its assigns to carry on mining operation the said Transferee Company DOTH HEREBY for itself and its assigns or oth the registered proprietor for the time being of the land transferred COV with the Transferror Company and its assigns or other the registered proprietor for the time being of the land adjoining the land transferred that Transferee Company or its sequels assigns or other the registered propr for the time being of the land transferred will for the benefit of the adjoining land of the transferror company or contribute one half of the cost of maintaining the fences dividing the land from such adjoining land in good order and condition to the satisfaction of the Transferror Compar

maintain

MEMORANDUM OF ENCUMBRANCES ETC REFERRED TO

SUBJECT to an easement in favour of the Government in connection wi the Hunter River District Water and Sewerage Board's pipe line which runs along the southern boundary of the said property as shown on the said Pl

AND ALSO SUBJECT to the reservations and conditions contained in th original Crown Grant comprising the said property

[Rule up all blanks before signing.]

m If this instrument be 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 is known, no further authentication is required. Otherwise the ATTESTING WITNESS must appear before one of the above functionaries to make a declaration in the annexed form. This applies only to instruments signed within the State. If the parties be resident without the State, but in any British Possession, the instrument must be signed or acknowledged before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Governor, Government Resident, or Chief Secretary of such Possession. If resident in the United Kingdom, then before the Mayor or Chief Officer of any Corporation, or a Notary Public. And if resident at any foreign place, then before the British Consular Officer at such place. If the Transferror or Transferee signs by a mark, the attestation must state that the "instrument was read "over and explained "to him, and that he "appeared fully to understand the same."

~~In witness whereof, I have hereunto subscribed my name, at the day of in the year of our Lord one thousand nine hundred and~~

~~Signed in my presence by the said~~

~~WHO IS PERSONALLY KNOWN TO ME~~ m

Signed n

*Transferror.*

IN WITNESS whereof the Common Seal of the NEWCASTLE WALLSEND COAL COMPAN was hereto affixed at Sydney the Fifteenth day of June in the year of our Lord One thousand nine hundred and twenty one

THE COMMON SEAL of the NEWCASTLE WALLSEND COAL COMPANY was hereunto affixed by order of the Directors present at and forming a Board of Directors of the said Company in the presence of

H. Roy. Scrogg
T. Jaggers Smith
A. Jas. S. Cary

Secretary

Transferrors

n Repeat attestation if additional parties required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited,

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# WALLSEND MUNICIPAL COUNCIL.

Telephone:
Wallsend, No. 1.

METCALFE STREET,
WALLSEND

A 722978

3rd June, 1921

The Colliery Manager
Newcastle Wallsend Coal Company
Wallsend.

Dear Sir/

Subdivision Plan

I am directed to acknowledge your letter of the 1st instantin which you ask approval of Council to an area of 181 acres 1 rood 13 perches as shown on plan forwarded with application. I am instructed to inform you that Council does not offer any objection to the area as shown.

Plan with notation of Council approval is posted to you by same mail.

Yours faithfully,

H. W. Ryan

Town Clerk.

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A 722978

~~Municipality~~---Shire---of Farr

# CERTIFICATE TO NEW ROAD OR SUBDIVISION.

LOCAL GOVERNMENT ACT, 1919. SEC. 327. ORDINANCE No. 32. FORM 1.

Certificate No. 18

COUNCIL CHAMBERS,
East Maitland
17th June 1921

APPLICANT.
(Name) "Newcastle Wallsend Coal Company,
(Address) Sydney

OWNER.
(Name) Applicant
(Address)

NEW ROAD (Particulars) Nil

SUBDIVISION (Particulars) of part of portion 96 parish of Newcastle County of Northumberland

## CERTIFICATE.

*I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above named applicant in relation to the proposed* Subdivision *above described, and more particularly set out on the accompanying plan ~~bearing the Council's Seal and~~ marked "Covered by Council Clerk's Certificate No.* 18 *of* 17th June 1921 *"*

W. J. Grieve
~~Town~~ Shire Clerk.

S. & M. Supply Co., O'Connell St.

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# WALLSEND MUNICIPAL COUNCIL.

Telephone:
Wallsend, No. 1.

METCALFE STREET,
WALLSEND

A 722978

3rd June, 1921

The Colliery Manager
Newcastle Wallsend Coal Company
Wallsend.

Dear Sir/

Subdivision Plan

I am directed to acknowledge your letter of the 1st instantin which you ask approval of Council to an area of 181 acres 1 rood 13 perches as shown on plan forwarded with application. I am instructed to inform you that Council does not offer any objection to the area as shown.

Plan with notation of Council approval is posted to you by same mail.

Yours faithfully,

H. W. Ryan

Town Clerk.

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A 722978

~~Municipality~~---Shire---of Farr

# CERTIFICATE TO NEW ROAD OR SUBDIVISION.

LOCAL GOVERNMENT ACT, 1919. SEC. 327. ORDINANCE No. 32. FORM 1.

Certificate No. 18

COUNCIL CHAMBERS,
East Maitland
17th June 1921

APPLICANT.
(Name) "Newcastle Wallsend Coal Company."
(Address) Sydney

OWNER.
(Name) Applicant
(Address)

NEW ROAD (Particulars) Nil

SUBDIVISION (Particulars) of part of portion 96 parish of Newcastle County of Northumberland

## CERTIFICATE.

*I hereby certify that the requirements of the Local Government Act, 1919, (other than the requirements for the registration of plans) have been complied with by the above named applicant in relation to the proposed* Subdivision *above described, and more particularly set out on the accompanying plan ~~bearing the Council's Seal and~~ marked "Covered by Council Clerk's Certificate No.* 18 *of* 17th June 1921 *."*

W. J. Grieve
~~TOWN~~ SHIRE CLERK.

S. & M. Supply Co., O'Connell St.

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correct for the purposes of the Real Property Act.

3

o For the signature of the Transferree hereto an ordinary attestation is sufficient. Unless the instrument contains some special covenant by the Transferree, his signature will be dispensed with *in cases where it is established that it cannot be procured without difficulty.* It is, however, always desirable to afford a clue for detecting forgery or personation, and for this reason it is essential that the signature should, if possible, be obtained.

~~Signed in my presence by the said~~
The Common Seal of The Commonwealth Oil Refineries Limited was hereunto affixed
~~WHO IS PERSONALLY KNOWN TO ME~~
in the presence of

.....

.....
*Transferree.*

(*The above may be signed by the Solicitor, when the signature of Transferree cannot be procured. See note "o" in margin.)

N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders liable any person falsely or negligently certifying to a penalty of £50; also, to damages recoverable by parties injured.

.....)
.....) Directors
.....)

.....Acting Secretary

## FORM OF DECLARATION BY ATTESTING WITNESS.q

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 his own handwriting, and that he was of sound mind, and freely and voluntarily signed the same.

.....u

q May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

r Name of witness and residence.

s Name of Transferror.

t Name of Transferror.

u Registrar-General, Deputy, Notary-Public, J.P., or Commissioner

St 3121

Req:R420192 /Doc:DL A722978 /Rev:03-Jul-2009 /NSW LRS /Pgs:ALL /Prt:29-Jun-2026 16:37 /Seq:10 of 10
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V A 722978

No. *Memorandum of Transfer of*

181-1-13p Pt Por 14 (Pk) - 25 (Pk)
Pt Hexham Mun Wallsend
2r 35¼p Pt Por 141 (Pk) Parish Yarro
Pt Newcastle Shire
Co Northumberland

(Reserving Coal etc)

Lodged by

(Name) .....

(Address) .....

*Transferror.*

The Commonwealth Oil Refineries Limited

*Transferree.*

Particulars entered in the Register Book, Vol. 2548

Folio 65

the 22nd day of September, 1921,

at ~~minutes~~ 12 o'clock

~~in the~~ noon.

Registrar General.

REGISTRAR GENERAL NEW SOUTH WALES

22 SEP 1921

| | DATE. | INITIALS. |
|---|---|---|
| SENT TO SURVEY BRANCH | 12-8-21 | |
| RECEIVED FROM RECORDS | do | |
| DRAFT WRITTEN | 9.9.21 | |
| DRAFT EXAMINED | 10 do | |
| DIAGRAM COMPLETE | 15 do | |
| DIAGRAM EXAMINED | 21.9.21 | |
| DRAFT FORWARDED | do | |
| RETD. TO RECORDS (REQUISITN. / REGISTN.) | | |
| RETURNED FROM RECORDS | | |
| CERTIFICATE ENGROSSED | | |
| SUPT. OF ENGROSSERS | 28 SEP 1921 | |
| DEP. REGISTRAR GENERAL | | |

VOL. 3232 FOL. 185

9.21 RD

2 SEP 1921 10 7 SEP 1921 4

A 722978

Extra diagram fee 17/6 21.9.21

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.
If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 20s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.
Tenants in common *must* receive separate Certificates. 20s. will be required for such additional Certificate.
The fees on transfer are 10s., and 20s. for *every* new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the *whole* of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.
The Transfer is complete from the moment it is recorded.
Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

N.B.—ALL LANDS GRANTED FROM THE CROWN SINCE 1ST JANUARY, 1863, ARE, *ipso facto*, UNDER THE PROVISIONS OF THE REAL PROPERTY ACT AND MUST BE DEALT WITH IN THE MODES PRESCRIBED BY THAT ACT.

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R.P. 13.

# MEMORANDUM OF TRANSFER

REAL PROPERTY ACT, 1900).

New South Wales.

B 26 3 46 Z D490517

B 26 3 46 Z

FEES :— £ s. d.
Lodgment ... : :
Endorsement : :
Certificate ... : :
£ 1 12 6

(Trusts must not be disclosed in the transfer.)

I, THOMAS MICHAEL BURKE of Sydney Formerly of Melbourne Land Salesman (herein called transferror ) being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of EIGHTY POUNDS (£80-0-0) (the receipt whereof is hereby acknowledged) paid to me by MAUD ALICE NEVELL of Berala, Spinster and in further consideration of SIXTY POUNDS (£60-0-0) (the receipt whereof is hereby acknowledged) paid to the said MAUD ALICE NEVELL by FREDERICK CHARLES HART FRYER of Mayfield Builder (herein called transferree ) do hereby transfer to the said transferree[b] at the request and by the direction of the said Maud Alice Nevell and testified by her execution hereof ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

| County. | Parish. | Reference to Title (c) | | | Description of Land (if part only). (d) |
|---|---|---|---|---|---|
| | | Whole or Part. | Vol. | Fol. | |
| Northumberland | Hexham | Part | 3639 | 22 | and being Lot 114 on D.P. No. 12691. |

And the transferree covenants with the transferror[a] as per Annexure "A"

ENCUMBRANCES, &c., REFERRED TO.[f]

SUBJECT to the reservations, exceptions, coverants and conditions contained on the said Certificate of Title.

Signed at SYDNEY the eleventh day of March 19 46

[g]Signed in my presence by the transferror By his Attorney JOHN ADRIAN BURKE WHO IS PERSONALLY KNOWN TO ME

THOMAS MICHAEL BURKE, By His Attorney

*Transferror.*

[h]Signed in my presence by the said Maud Alice Nevell WHO IS PERSONALLY KNOWN TO ME

*Directing Party*

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

Signed in my presence by the transferree WHO IS PERSONALLY KNOWN TO ME

*Transferree.*

Solicitor, Newcastle.

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

b If to two or more, state whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed.

d 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. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1945. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure should be used.

f A very short note will suffice.

g If executed within the State this instrument should be 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 Transferror is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see page 3.

h Repeat attestation if necessary.

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

THIS SPACE TO BE LEFT FREE FROM NOTATION.

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

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

K1146 53817 7.45 St 437—W

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No. D490517

LODGED BY Shaw McDonald & Co
11 Castlereagh St Sydney

## CONSENT OF MORTGAGEE.

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.

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

Mortgagee.

## MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 9937, 1st/46 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at Sydney the Eleventh day of March 19 46.

Signed at the place and on the date above-mentioned, in the presence of

J. A. Brownlie

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

## FORM OF DECLARATION BY ATTESTING WITNESS.‡

Appeared before me at , the day of , one thousand nine hundred and forty , 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.

‡ May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

X

SPACES FOR DEPARTMENTAL USE.

MEMORANDUM OF TRANSFER of
Acres roods perches.
Lot 11 in DP2691
Wilkinson Ave
Shire
Municipality City of Greater Newcastle
Parish Subject to Covenant
Frederick Clarke Hart Fryer Transferee.

DOCUMENTS LODGED HEREWITH.
To be filled in by person lodging dealing.

| Nature. | No. | Reg'd Propr., M't'gor, etc. |
|---|---|---|
| Contracts (2) | | |

Particulars entered in Register Book, Vol. 4639 Fol. 222

the 30th day of October 1946
at ~~minutes~~ 12 o'clock in the noon.

J. Kell
Registrar-General.

PROGRESS RECORD. Clarke

| | Initials. | Date. |
|---|---|---|
| Sent to Survey Branch... | | 29 11 46 |
| Received from Records... | | 24/12 |
| Draft written ... ... | | 7/8/46 |
| Draft examined... ... | | 13.5.46 |
| Diagram prepared ... | | 11.10.46 |
| Diagram examined ... | | 4.10.46 |
| Draft forwarded ... | | |
| Dpt. of Engrossers ... | | 2.11.46 |
| Cancellation Clerk ... | | 4/11 |
| Vol. 5623 Fol. 140 | | |
| Diagram Fees ... ... | | |
| Additional Folios ... | | |

EXTRA FEES
Diagram ... 4/-
Extra Folios...

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged 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 the 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.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or 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.

Attention is specially directed to the provisions relating to the attestation of instruments executed by members of the Forces.

The fees are :—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issuing upon a Transfer on sale for a consideration of not more than £1,000, and £1 5s. for a new Certificate of Title in every other case. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue for that part, and the old Certificate will be retained in the Office. A new Certificate may be taken out for the residue if desired.

T. H. TENNANT, GOVERNMENT PRINTER. St 437

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D490517

THIS IS ANNEXURE "A" REFERRED TO IN
MEMORANDUM OF TRANSFER MADE BETWEEN
T. M. BURKE AND FREDERICK CHARLES HART FRYER
AND BY THE DIRECTION OF MAUD ALICE NEVELL
DATED this eleventh day of March 1946.

AND the transferrees ~~jointly and severally~~ covenant with the transferror his executors administrators and assigns that they and ~~their respective~~ his executors administrators and assigns ~~that they and their respective executors administrators and assigns~~ shall not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon or use or permit or allow the said land or any portion thereof to be used for the manufacture or winning of bricks tiles or pottery ware AND FURTHER that the transferrees shall not at any time require the transferror to join in or contribute towards the cost of erecting any dividing fence AND LASTLY the transferrees for ~~themselves and their respective~~ himself his executors administrators and assigns ~~jointly and severally~~ covenant with the transferror his executors administrators and assigns that any main building erected on the land hereby transferred shall cost and be of the value of not less than Two hundred pounds.

PURSUANT to Section 88 of the Conveyancing Act 1919-1932 it is hereby declared:

1. THAT the land to which the benefit of the above covenants is intended to be appurtenant is the land on D.P. 12691, except the land hereby transferred.
2. THAT the land which is subject to the burden of such covenants is the whole of the land comprised in this Transfer.
3. THAT the transferror or his assigns are the parties having the right and by whom or by whose consent the said covenants may be released varied or modified.

SIGNED by the said THOMAS MICHAEL BURKE by his Attorney, JOHN ADRIAN BURKE WHO IS PERSONALLY KNOWN TO ME

THOMAS MICHAEL BURKE,
By His Attorney,

SIGNED by the said FREDERICK CHARLES HART FRYER WHO IS PERSONALLY KNOWN TO ME

Solicitor, Maitland.

# Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

City of Newcastle

**To:** The Search People

**Certificate No:** PL2026/04129

**Your Reference:**

**Date of Issue:** 30 June 2026

**The Land:** Lot 114 DP 12691
26 Wilkinson Avenue Birmingham Gardens NSW 2287

**Advice provided on this Certificate:**

Advice under section 10.7(2): see Items 1 – 26

**IMPORTANT: Please read this certificate carefully**

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre.**

All information provided is correct as at 30/06/2026. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

**City of Newcastle**

PO Box 489
NEWCASTLE NSW 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

**Customer Contact Centre**
Ground floor,
12 Stewart Avenue
Newcastle West NSW 2302

**Office hours:**
Mondays to Fridays 8.30 am to 5.00 pm

## Part 1:

## Advice provided under section 10.7(2)

*ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).*

### 1. Names of relevant planning instruments and development control plans

A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

**State Environmental Planning Policies**

State Environmental Planning Policy (Biodiversity and Conservation) 2021

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

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Primary Production) 2021

**Local Environmental Plans and Development Control Plans**

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

B. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land.

**Proposed State Environmental Planning Policies**
There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

**Planning Proposals for Local Environmental Plans and Draft Development Control Plans**

Draft Development Control Plan 2023 applies to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

## 2. Zoning and land use under relevant planning instruments

### Newcastle Local Environmental Plan 2012

**Zoning:** The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone R2 Low Density Residential

***Note:*** *Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.*

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

**Zone R2 Low Density Residential**

- **Objectives of zone**
  - To provide for the housing needs of the community within a low density residential environment.
  - To enable other land uses that provide facilities or services to meet the day to day needs of residents.
  - To accommodate a diversity of housing forms that respects the amenity, heritage and character of surrounding development and the quality of the environment.
- **Permitted without consent**

  Environmental protection works; Home occupations
- **Permitted with consent**

  Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation
- **Prohibited**

  Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

- **Additional permitted uses**
  The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**
  *The Newcastle Local Environmental Plan 2012* contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.
    - **Critical habitat:** *The Newcastle Local Environmental Plan 2012* does not identify the land as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**
  The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- **Heritage conservation area**
  The land is not within a heritage conservation area under an environmental planning instrument.

- **Heritage items**
  There are no heritage items listed under an environmental planning instrument.

## 3. Contributions plans

The following contribution plan/s apply to the land.

**Section 7.11 Development Contributions Plan:**

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

**Section 7.32 Affordable Housing Contributions Scheme:**

The Affordable Housing Contributions Scheme allows the City of Newcastle to impose a condition of consent requiring an affordable housing contribution for certain residential development. It does not apply to Development Applications lodged before12 September 2025.

**Section 7.24 Housing and Productivity Contribution:**

The Lower Hunter region is subject to Division 7.1 of the Environmental Planning and Assessment Act 1979 and is affected by the Housing and Productivity Contribution.

The Housing and Productivity Contribution may be imposed as a condition of development consent.

*NOTE: For further information visit the Department of Planning website.*

**Section 7.12 Development Contributions Plan:**

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

*NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.*

## 4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

**Wilderness area**
The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

**State Heritage Register**
The land is NOT 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.

**Other Heritage Item**
The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

**Environmentally Sensitive Area or Environmentally Sensitive Land**
Except as otherwise provided by State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, the land is NOT within an environmentally sensitive area.

**State Heritage Exemption**
Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the Heritage Act 1977, that may apply to the land.
There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the Heritage Act 1977, that applies to the land.

**Draft Heritage Item**
The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

**Heritage Conservation Area**
The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

**Reserved for a Public Purpose**
The land is NOT reserved for a public purpose by an environmental planning instrument.

**Acid Sulfate Soil**
The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

**Significantly contaminated land**
The land is NOT significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.

**Biobanking agreement or property vegetation plan**
The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* (now repealed) or a property vegetation plan approved under the *Native Vegetation Act 2003* (now repealed).

**Private land conservation agreement or set aside area**
Council does not have information to identify whether the land is subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

**Buffer area, river front area, ecologically sensitive area or protected area**
The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

**Coastline hazard, coastal hazard or coastal erosion hazard**
The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

**Foreshore area**
The land is NOT in a foreshore area.

**25 ANEF contour or higher ANEF contour**
The land is NOT in the 25 ANEF contour or higher ANEF contour.

**Special area**
The land is NOT declared to be a special area under the *Water NSW Act 2014*.

**Unsewered land**
The land is NOT unsewered land in the Sydney Drinking Water Catchment or in any other drinking water catchment identified in any other environmental planning instrument.

**Schedule 5 of the Codes SEPP**
The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**General**
If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.
Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

## 5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

**Area of Outstanding Biodiversity Value**
The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

**Area of Declared Critical Habitat**

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

**Wilderness area**
The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

**Listed on the State Heritage Register**
The land is NOT 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.

**Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008**
The land is NOT described or otherwise identified on a map specified in Schedule 4 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

**Siding Spring Observatory**
The land is NOT within 18 kilometres of Siding Spring Observatory.

**General**
If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.
Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

## 6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

An affected building notice has the same meaning as in Part 4 of the *Building Products (Safety) Act 2017*.
Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*.

## 7. Land reserved for acquisition

The land is NOT identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

## 8. Road widening and road realignment

*NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affectation by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.*

The Land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

## 9. Flood related development controls

9(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

9(2) Mapping information is not available and it is unknown if the land or part of the land is between the flood planning area and the probable maximum flood (PMF).

Our information currently indicates that the property is not flood prone land (land within the PMF) as defined by the NSW Government Flood Risk Management Manual 2023.

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

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 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.

**Potential acid sulfate soils:** Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

**Land Contamination**

Council has adopted a policy of restricting development or imposing conditions on properties affected by land contamination. Refer to the Newcastle Development Control Plan 2005, which may be inspected or purchased at Council's Customer Enquiry Centre.

*NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.*

## 11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

## 12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

## 13. Mine Subsidence

The land IS NOT WITHIN a Mine Subsidence District declared under section 20 of the Coal Mine Subsidence Compensation Act 2017.
NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

## 14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

## 15. Property vegetation plans

Not applicable. The *Native Vegetation Act 2003* (now repealed) did not apply to the Newcastle local government area.

## 16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

## 17. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

CN HAS NOT been notified that 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.

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

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

## 20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

## 21. Development consent conditions for seniors housing

Council is not aware of any condition of a development consent, granted after 11 October 2007, being referenced by section 88(2) of *State Environmental Planning Policy (Housing) 2021*.

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

(a) Council is not aware of a current or former Site Compatibility Certificate in relation to proposed development on the land.
(b) Council is not aware of any condition of development consent being referenced by section 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021*.
(c) Council is not aware of any condition of development consent of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

## 23. Water or sewerage services

City of Newcastle does not hold any records as to whether water or sewerage services are, or are to be, provided to the land under the Water Industry Competition Act 2006.

*NOTE: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the Water Industry Competition Act 2006, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the Water Industry Competition Act 2006 is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the Water Industry Competition Act 2006 become the responsibility of the purchaser.*

## 24. Special Entertainment Precinct

The land is NOT AFFECTED by a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

## 25. Interim development in future infrastructure corridors

The land is NOT AFFECTED by 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 section 4.7A of State Environmental Planning Policy (Transport and Infrastructure) 2021.

## 26. Matters prescribed under the Contaminated Land Management Act 1997

*Note: There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.*

Issued without alterations or additions, 30/06/26
Authorised by

**Jeremy Bath**
**CHIEF EXECUTIVE OFFICER**

# HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

## SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

*Ezy Step Conveyancing Pty Ltd*
*26 WILKINSON AVE*
*BIRMINGHAM GARDENS NSW*

APPLICATION NO.: *2886027*

APPLICANT REF: *P OR-1E8YULDMYA9F2S*

RATEABLE PREMISE NO.: *3310510136*

PROPERTY ADDRESS: *26 WILKINSON AVE BIRMINGHAM GARDENS 2287*

LOT/SECTION/DP:SP: *114//DP12691*




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: 29/06/2026

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

Building Commission NSW

# NSW Swimming Pool Register

## Certificate of Registration

## Section 30C – Swimming Pools Act 1992

| | |
|---|---|
| **Pool No:** | 8129088a |
| **Property Address:** | 26 WILKINSON AV, BIRMINGHAM GARDENS NSW 2287 |
| **Date of Registration:** | 19/11/2013 |
| **Type of Pool:** | An outdoor pool that is not portable or inflatable |
| **Description of Pool:** | In ground |

**The swimming pool at the above premises has been registered in accordance with Section 30B of the Swimming Pools Act 1992.**

**The issue of this certificate does not negate the need for regular maintenance of the pool to ensure it is compliant with the Swimming Pools Act 1992.**

**Please remember:**

- **Children should be supervised by an adult at all times when using your pool**
- **Regular pool barrier maintenance**
- **Pool gates must be closed at all times**
- **Don't place climbable articles against your pool barrier**
- **Remove toys from the pool area after use**

**You may be required to obtain a Certificate of Compliance before you lease or sell your property.**

**Contact your council for further information.**

**This is NOT a Certificate of Compliance**

Building Commission NSW

# NSW Swimming Pool Register

## Certificate of Compliance

## Section 22D – Swimming Pools Act 1992

| | |
|---|---|
| Pool No: | 8129088a |
| Property Address: | 26 WILKINSON AV, BIRMINGHAM GARDENS NSW 2287 |
| Expiry Date: | 20/07/2029 |
| Issuing Authority: | Mitchell Hodson - Registered Certifier - bdc04964 |

Complied with AS1926 Set 2012.

The swimming pool at the above property complies with Part 2 of the Swimming Pools Act 1992. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the Swimming Pools Act 1992.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B (3) of the Swimming Pools Act 1992. This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the Swimming Pools Act 1992.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

Australian Government
Australian Taxation Office

MR ANDREW BUSH
C/- LENI WILLIAMS
1/313 MAIN ROAD
TOUKLEY NSW 2263

**Our reference:** 7171497683786
**Phone:** **13 28 66**

30 June 2026

# Your foreign resident capital gains withholding clearance certificate

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

Hello ANDREW,

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

| | |
|---|---|
| **Notice number** | 2411214625392 |
| **Vendor name** | ANDREW BUSH |
| **Clearance Certificate Period** | 30 June 2026 to 30 June 2027 |

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

Yours sincerely,
**Ben Kelly**
Deputy Commissioner of Taxation

## Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

## Contact us

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

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