

## Contract for the sale and purchase of land 2018 edition

TERM	MEANING OF TERM	NSW Duty:
vendor's agent	Norwest Commercial and Industrial Real Estate PO Box 7591, BAULKHAM HILLS NSW 2153	Phone: 9899 1699 Fax: 9899 3778 Ref: Brett Beazley
co-agent		
vendor	Presida Constructions Pty Ltd ACN 003 969 711 410/14 Lexington Drive, Bella Vista, NSW 2153	
vendor's solicitor	Selvaggio Lawyers "Norwest Central" Suite 709, 12 Century Circuit, Norwest NSW 2153 DX 9968 Norwest	Phone: 9899 9677 Fax: (02) 9894 5324 Ref: RFS:AJ:207905 E:law@selvaggiolawyers.com.au
date for completion land (address, plan details and title reference)	In accordance with Special Condition 41 Proposed Unit 14, 87-91 Railway Road North, Mulgrave, New South Wales 2756 being a Lot in proposed plan of subdivision of 2010/1232061	(clause 15)

improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: <b>Light Industrial</b>
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:

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

inclusions	<input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> built in wardrobes <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> pool equipment <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna <input type="checkbox"/> curtains <input checked="" type="checkbox"/> other: Refer to Annexure C – Finishes and Inclusions
exclusions	
purchaser	Rykenton Property Pty Ltd ACN 637 381 321    ABN 80 298 607 133
purchaser's solicitor	KLH Conveyancing DX 18508 CASTLE HILL NSW Phone: 9894 9133 Fax: 9899 9331 E: judy@klhconveyancing.com.au
price	\$715,000.00 plus GST
deposit	\$71,500.00
balance	\$643,500.00
	(10% of the price, unless otherwise stated)
contract date	12 February 2020
	(if not stated, the date this contract was made)

buyer's agent

See Execution Page

Vendor

GST AMOUNT (optional)

The price includes  
GST of: \$

witness

See Execution Page

purchaser     JOINT TENANTS     tenants in common     in unequal shares

witness

JH KL

**EXECUTION PAGE**

**VENDOR**

Executed by **PRESIDA CONSTRUCTIONS PTY LTD (ACN 003 969 711)**  
in accordance with  
Section 127 of the Corporations Act 2001

Signature: 

Name: JOHN LUIGI PAINI

Office held: Director

Signature: 

Name: KERRY LAWN

Office held: Director



vendor agrees to accept a **deposit-bond** (clause 3)  
**proposed electronic transaction** (clause 30)

### Choices

- NO       yes  
 NO       yes

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

land tax is adjustable

- NO       yes

GST: Taxable supply

- NO       yes in full       yes to an extent

margin scheme will be used in making the taxable supply

- NO       yes

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

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))  
 by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))  
 GST-free because the sale is the supply of a going concern under section 38-325  
 GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-0  
 input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

NOT ESTABLISHED AT THIS STAGE

### 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 that is to be lodged with a relevant plan  
 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)  
 7 section 149(5) information included in that certificate  
 8 service location diagram (pipes)  
 9 sewerage service diagram (property sewerage 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 section 88G certificate (positive covenant)  
 12 survey report  
 13 building certificate given under *legislation*  
 14 insurance certificate (Home Building Act 1989)  
 15 brochure or warning (Home Building Act 1989)  
 16 lease (with every relevant memorandum or variation)  
 17 other document relevant to tenancies  
 18 old system document  
 19 Crown purchase statement of account  
 20 building management statement  
 21 form of requisitions  
 22 clearance certificate  
 23 land tax certificate
- #### Swimming Pools Act 1992
- 24 certificate of compliance  
 25 evidence of registration  
 26 relevant occupation certificate  
 27 certificate of non-compliance  
 28 detailed reasons for non-compliance

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

- 29 property certificate for strata common property  
 30 plan creating strata common property  
 31 strata by-laws not set out in *legislation*  
 32 strata development contract or statement  
 33 strata management statement  
 34 leasehold strata - lease of lot and common property  
 35 property certificate for neighbourhood property  
 36 plan creating neighbourhood property  
 37 neighbourhood development contract  
 38 neighbourhood management statement  
 39 property certificate for precinct property  
 40 plan creating precinct property  
 41 precinct development contract  
 42 precinct management statement  
 43 property certificate for community property  
 44 plan creating community property  
 45 community development contract  
 46 community management statement  
 47 document disclosing a change of by-laws  
 48 document disclosing a change in a development or management contract or statement  
 49 document disclosing a change in boundaries  
 50 certificate under Management Act – section 109 (Strata Schemes)  
 51 certificate under Management Act – section 26 (Community Land)
- #### Other
- 52

**EXECUTION PAGE**

**VENDOR**

Executed by **PRESIDA CONSTRUCTIONS PTY LTD (ACN 003 969 711)**  
in accordance with  
Section 127 of the Corporations Act 2001

Signature:

Signature:

Name: JOHN LUIGI PAINI

Name: KERRY LAWN

Office held: Director

Office held: Director

### WARNING— SWIMMING POOLS

An owner of a property on which a swimming pool is situated must ensure that the pool complies with the requirements of the *Swimming Pools Act 1992*. Penalties apply. Before purchasing a property on which a swimming pool is situated, a purchaser is strongly advised to ensure that the swimming pool complies with the requirements of that Act.

### 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.

### 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.

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

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

## 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	NSW Department of Education
Council	NSW Fair Trading
County Council	NSW Public Works
Department of Planning and Environment	Office of Environment and Heritage
Department of Primary Industries	Owner of adjoining land
East Australian Pipeline Limited	Privacy
Electricity and gas authority	Roads and Maritime Services
Land & Housing Corporation	Telecommunications authority
Local Land Services	Transport for NSW
Mine Subsidence Board	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 may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

## DISPUTES

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

## AUCTIONS

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>remittance amount</i>	the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a party;
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> <li>• issued by a <i>bank</i> and drawn on itself; or</li> <li>• if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;</li> </ul>
<i>solicitor</i>	in relation to a party, the party's solicitor or licensed conveyancer named in this contract or in a notice served by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008)

## 2 Deposit and other payments before completion

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

### 3 Deposit-bond

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

### 4 Transfer

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

### 5 Requisitions

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

### 6 Error or misdescription

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

### 7 Claims by purchaser

- The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* 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; 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.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a *service* for the *property* being a joint *service* or passing through another *property*, or any *service* for another *property* passing through the *property* ('*service*' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water *service*);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.
- 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, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but
- 13.3.2 if this contract says this sale is a taxable supply and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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, 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.
- 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 and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1958) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

- 16.3 Normally, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less:
- any deposit paid;
  - if clause 31 applies, the *remittance amount*; and
  - any amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 Normally, the *parties* must complete at the completion address, which is:
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 Normally, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 Normally, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

**19 Rescission of contract**

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

**20 Miscellaneous**

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the *party* or the *party's* *solicitor*;
  - 20.6.3 served if it is served on the *party's* *solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by fax to the *party's* *solicitor*, unless it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 and 2) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

- 23 Strata or community title**
- 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 –
- 'change', in relation to a scheme, means –
    - a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
    - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
  - 'common property' includes association property for the scheme or any higher scheme;
  - 'contribution' includes an amount payable under a by-law;
  - '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;
  - 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
  - 'the property' includes any interest in common property for the scheme associated with the lot;
  - '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 sinking fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;
  - 23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and
  - 23.6.3 the purchaser is liable for all other contributions levied 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.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
  - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
    - a proportional unit entitlement for the lot is not disclosed in this contract; or
    - a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion; or
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.
- 23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* a certificate under s109 Strata Schemes Management Act 1996 or s26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.

- 23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.17 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.
- 23.18 If a general meeting of the owners corporation is convened before completion –
- 23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.18.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

## 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 normally, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each party must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

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

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is served on the contract date.

- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 normally, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the form of transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 normally, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the parties must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under legislation).
- 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 If the legislation is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
- 27.8 If the land or part is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after service of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered within 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under legislation.
- 28.3 If the plan is not registered within that time and in that manner –
- 28.3.1 the purchaser can rescind; and
- 28.3.2 the vendor can rescind, but only if the vendor has complied with clause 28.2 and with any legislation governing the rescission.
- 28.4 Either party can serve notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after service of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.



**29 Conditional contract**

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

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*; and
- 30.1.2 the purchaser serves a notice that it is an *electronic transaction* within 14 days of the contract date.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* serves a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party*'s own costs;
- associated with the agreement under clause 30.1; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 normally, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;

- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after receipt of the purchaser's notice under clause 30.1.2; and
  - before the receipt of a notice given under clause 30.2;
- is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of receipt of the notice under clause 30.1.2 –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must *populate* the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the ECNL are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 16.8, 16.12, 16.13, 31.2.2 and 31.2.3 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by, the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                               |   |
|-------------------------------|---|
| <i>adjustment figures</i>     | details of the adjustments to be made to the price under clause 14;   |
| <i>certificate of title</i>   | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;  |
| <i>completion time</i>        | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;   |
| <i>discharging mortgagee</i>  | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                   | the Electronic Conveyancing National Law (NSW);   |
| <i>electronic document</i>    | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;   |
| <i>electronic transfer</i>    | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties</i> ; <i>Conveyancing Transaction</i> ;  |
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;   |
| <i>incoming mortgagee</i>     | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;  |
| <i>mortgagee details</i>      | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;  |
| <i>participation rules</i>    | the participation rules as determined by the <i>ENCL</i> ;  |
| <i>populate</i>               | to complete data fields in the <i>Electronic Workspace</i> ; and  |
| <i>title data</i>             | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .   |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must
- 31.2.1 at least 5 days before the date for completion, serve evidence of the purchaser's submission of a purchaser payment notification to the Australian Taxation Office;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *remittance amount*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves a *clearance certificate* in respect of every vendor, clauses 31.2 and 31.3 do not apply.

SPECIAL CONDITIONS  
ANNEXED TO CONTRACT FOR SALE OF LAND

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## 32. DEFINITIONS and INTERPRETATION

### 32.1 In this Contract:

**Arbitrator** is a person appointed by the Law Society of NSW in accordance with Special Condition 49;

**Authority** means any government, local government, semi-government, statutory or planning authority, including, without limitation, the Owners Corporation, the Land Property Information, any suitably qualified private certifier or the Council;

**Building** means the building and improvements to be constructed on the land by or on behalf of the Vendor;

**By-Laws** means the by-laws contained in the by-laws instrument, a copy of which is attached to this Contract as Annexure D;

**Common Property** means the Common Property as defined under the Strata Schemes Management Act 2015 in the Strata Scheme;

**Completion Date** has the meaning given to that term in Special Condition 41;

**Council** means the Hawkesbury City Council;

**Defects Liability Period** means the period of one (1) month from the date of registration of the Plan or from the date of occupation by the Purchaser, whichever occurs first;

**Deposit Bank Guarantee** means an unconditional bank guarantee without an expiry date in accordance with Special Condition 57;

**Deposit Guarantee Bond** means a deposit guarantee bond without an expiry date in accordance with Special Condition 58;

**EPA Act** means the Environmental Planning and Assessment Act 1979;

**Finishes** means the materials, finishes and inclusions specified in the Finishes and Inclusions as contained in Annexure C;

**FIRB** means the Foreign Investment Review Board;

**GST** has the meaning it does in Section 195-1 of the GST Act or any other Act of the Parliament of Australia on goods, services or goods and services, including any value-added tax, broad-based consumption tax or other similar tax introduced in Australia;

**GST Act** means A New Tax System (Goods & Services Tax) Act 1999 (Commonwealth);

**Independent Authority** means an authority appointed pursuant to Part 4A of the EPA Act;

**Instrument** means the Section 88B Instrument referred to in Special Condition 55;

**Land Property Information** means the Land and Property Information NSW, Queens Square, Sydney;

**Lot** means the proposed or actual lot referred to in the land panel on the front page of this Contract;

**Occupation Certificate** means an original or copy of an Occupation Certificate within the meaning of the EPA Act (being an interim Occupation Certificate or a final Occupation Certificate) in relation to the Building, or part of the Building, of which the Lot and access to the Lot form part of;

**Owners Corporation** means the owners corporation as defined under the Strata Schemes Management Act 2015 constituted by the Registered Plan;

**Plan** means draft plan contained in Annexure B (sheet 2);

**Property** includes in its meaning the Lot;

**Qualified Private Certifier** means a person or company appointed pursuant to Part 4A of the EPA Act;

**Registered Plan** means the Plan (as amended, varied or otherwise from time to time in accordance with this Contract) as registered at the Land Property Information in accordance with Special Condition 39;

**Plan of Subdivision** means the Plan of Subdivision to be prepared by the Vendor;

**Strata Scheme** means the strata scheme as defined under the Strata Schemes Management Act 2015 constituted by the Registered Plan;

**Sunset Date** means the date being 1 December 2019;

**Unit** means the premises referred to in the land panel on the front page of the Contract

**Vendor's Works** means the works referred to in Special Condition 48.

32.2 Clause headings are intended only to facilitate the reading of this Contract and are of no effect in relation to the interpretation of this Contract or any provisions expressed or implied in this Contract.

32.3 To the extent that the provisions of these Special Condition are inconsistent with the printed form Contract then these Special Conditions will prevail.

### 33. RELEASE OF ENCUMBRANCES

33.1 Upon completion the Vendor will hand to the Purchaser a form of discharge of mortgage, surrender of lease, withdrawal of caveat or release of encumbrances as the case may be in registrable form in respect of any mortgage, lease caveat or encumbrance which is registered on the title to the Property unless the sale is subject thereto and will allow the Purchaser the registration fee payable on any such discharge, surrender, withdrawal or release. The Purchaser shall make no requisition or objection requiring the registration prior to completion of such discharge of mortgage, surrender of lease, withdrawal of caveat or release of encumbrances as case may be.

### 34. PURCHASER'S ACKNOWLEDGMENTS

34.1 The Purchaser acknowledges and agrees that in entering into this Contract the Purchaser does not rely on any letter document, correspondence, representation, statement or arrangement whether oral or in writing as adding to or amending the terms, conditions, warranties and arrangements set out in this Contract.

34.2 The Purchaser acknowledges and agrees that the Purchaser has relied entirely on the Purchasers own enquiries relating to, and inspection of the Property including, but without limitation, the use to which the Property may be put (including any restrictions applying to that use) any services to and on the Property and any inclusions, furnishings and chattels parting with the Property.

34.3 The Purchaser acknowledges that any Contractor or builder of the Vendor has no authority to bind the Vendor in any way whatsoever unless specifically authorised in writing by the Vendor.

34.4 Without limitation to any other provision in this Contract, the Purchaser confirms, warrants and acknowledges to the Vendor that:

- (a) the Purchaser has undertaken its own investigations and enquiries in respect of the Property and whether the Purchaser will be capable of using the Property for the purposes intended by the Purchaser prior to entering into this Contract and any material or information provided or made available by or on behalf of the Vendor has been provided for the purpose of assisting the Purchaser in determining the direction of its own independent enquiries into, and independent assessment of the Property and its use, and prior to entering into this Contract the Purchaser has satisfied itself with respect of all the matters relating or arising out of those investigations and enquiries and has relied entirely

upon its own enquiries and inspections in respect of the Property and its use; and

- (b) the Purchaser will not make any objection, requisition or claim for compensation or seek to delay completion or rescind or terminate this Contract as a direct or indirect result of the investigations, enquiries or disclosure referred to in this Special Condition 34.

### 35. REAL ESTATE AGENT WARRANTY

- 35.1 The Purchaser warrants that it was not introduced to the Vendor or the Property by any real estate agent other than the Vendor's agent shown on the Contract which warranty shall not merge at the time of completion of this Contract and indemnifies the Vendor from any action or claim by an undisclosed agent.

### 36. NO CAVEAT

- 36.1 The Purchaser must not lodge a caveat on the title of the parcel or the Property in respect of any interest of the Purchaser in the Property arising out of this Contract or register, or attempt to register any other dealing or encumbrance on the title of the parcel or the Property prior to completion of this Contract.

### 37. VENDOR NOT REQUIRED TO ESTABLISH EASEMENT

- 37.1 Further to the provisions of Clause 10.1.2 of this Contract in the event that any water, sewerage, drainage, electricity, gas, telephone or other service of the Property passes through any other Property, nothing in this Contract shall be construed as requiring the Vendor to establish any easement or right in relation thereof.

### 38. PURCHASER'S ENQUIRIES

- 38.1 The Purchaser shall be deemed to have made all such enquiries and investigations as are necessary to ascertain the availability, existence, nature and location of stormwater, sewer, electricity, gas, channels, pipes, mains and structures or easements affecting the Property (not being a sewer of a sewerage authority passing through the Property) and notwithstanding any other provision in this Contract the Purchaser shall not make any objection, requisition or claim for compensation in respect of any matter. For the purposes of this clause the Vendor discloses that the Building shall have access to water, electricity and sewer.

### 39. REGISTRATION OF PLAN



39.1 The Vendor covenants with the Purchaser that the Vendor will endeavour to prepare and register at the cost of the Vendor, the Plan as a Registered Plan.

39.2 Alterations to the Plan

The Vendor may amend the Plan (or cause the same to be amended).

- (a) if such amendment relates to land therein (including common property land) other than the subject Lot; or
- (b) so as to include therein land in addition to that to which the Plan presently or then relates; or
- (c) to comply with requisitions made by the Land Property Information (LPI), or to comply with requisitions made by Council or any other relevant body; or
- (d) to correct an error which is evident on the face of the Plan; or
- (e) in any other way if the Purchaser consents thereto in writing;

The word "amend", in this sub-clause, includes (without being limited to):

- (i) the further subdividing of any lot or lots on the Plan (not being part of the subject Lot) into two or more lots;
- (ii) the consolidating of any lots on the Plan (not being part of the subject Lot) into one lot;
- (iii) a change to any lot number; and/or
- (iv) a change in the location of car spaces.

39.3 Notwithstanding anything in this document, all measurements, areas and lot numbers shown on the Plan are provisional only and are subject to the measurements, areas and lot numbers shown on the Registered Plan. The Vendor reserves the right to make such alterations to the Plan as it may deem necessary or which are required to obtain its approval by any authority or its registration by the Land Property Information as a Registered Plan.

39.4 The Purchaser shall not be entitled to make any objection, requisition or claim for compensation on account of any alterations of lot number or any minor variation or discrepancy between the dimensions, area of the Property and position of the Property the subject of this Contract as shown on the Plan and as shown on the Registered Plan after registration by the Land Property Information PROVIDED HOWEVER that if any such alteration variation or discrepancy be other than minor the Purchaser shall have the right to rescind this Contract, such right to be exercised before the expiration of seven (7) days after the Purchaser or their solicitors receive notification of registration of the Plan. If the Purchaser so rescinds this Contract by notice in writing to the

Vendor then clause 19 shall apply to such rescission. But if the Purchaser does not so elect to rescind this Contract within the said period of seven (7) days, then the Purchaser shall be deemed to have waived any such right to rescind this Contract in respect thereof.

39.5 For the purposes of this Special Condition any variations in dimensions of the Property having the effect of decreasing the area of the Property the subject of this Contract by less than five per centum (5%) shall be deemed to be a minor variation.

39.6 Area Measurement Method

For the purpose of this Contract:

The expression "area of the Property" means an area measured as follows :

- (a) to the external face of all external walls;
- (b) to the centre line of common walls;
- (c) any staircase; and
- (d) the floor area under stairs, limited to those areas with a minimum height of 1.5 metres,

The expression "area of the Property" does not include any hardstand, outdoor, balcony and/or terrace areas to which the Vendor may allocate rights of exclusive use.

40. CONDITIONS PRECEDENT TO COMPLETION

40.1 This Contract and the completion of it is subject to and conditional upon the approval by the Council or another certifying authority under Section 109E of the EPA Act, Sydney Water and all other appropriate authorities on terms and conditions satisfactory to the Vendor and the subsequent registration by the Land Property Information of the Plan as a Registered Plan containing the dimensions, area and approximate location of the Lot in the Plan on or before the Sunset Date or such further time as the Vendor and Purchaser may agree in writing. The Vendor shall use all reasonable and proper endeavours to obtain approval of the Plan and effect registration of the Plan as a Registered Plan.

40.2 In the event that approval and registration, as aforesaid, shall not be effected within the time limited hereby, then either party shall have the right by notice in writing to the other to rescind this Contract whereupon clause 19 of this Contract shall apply PROVIDED HOWEVER THAT if the Plan shall be registered after such date and the Vendor shall notify the Purchaser of such registration in writing prior to the Purchaser having exercised his right of rescission under this clause, then upon service of such notice of registration of the Plan, the Purchaser's right to rescind pursuant to this Special Condition shall cease.

#### 41. COMPLETION

Completion of this Contract will take place on the later of:

- (i) Ten (10) business days after the date on which the Vendor's solicitor notifies the Purchaser or the Purchaser's solicitor in writing that The Plan has been registered as a Registered Plan at the Land and Property Information Office; and
- (ii) Ten (10) business days after service by the Vendor's Solicitor on the Purchaser or the Purchaser's Solicitor of an Occupation Certificate within the meaning of Part 4(a) of the EPA Act in relation to the subject Property from Council or another certifying authority ; and
- (iii) Forty two (42) days from the date of this Contract.

(hereinafter referred to as "**the Completion Date**")

#### 42. NOTICE TO COMPLETE

42.1 It is expressly agreed by both parties that fourteen (14) days' notice is an adequate and reasonable period to be inserted in any notice calling for completion of this Contract and making such Completion Date time of the essence.

#### 43. INTEREST FOR LATE COMPLETION

- (i) If for any reason not solely attributable to the Vendor, the balance of the purchase price shall not be paid by the Purchaser to the Vendor by the Completion Date the Purchaser shall on completion pay by way of liquidated damages a sum equal to the rate of ten per centum (10%) per annum on the balance of the purchase price from the Completion Date until actual completion without prejudice to the Vendor's rights and remedies arising from the Purchaser's default under this Contract. Such sum shall form part of the balance of the purchase price and be paid on completion as an essential term of this Contract.
- (ii) In the event that completion is not effected on the Completion Date due to any reason other than the default of the Vendor then in addition to (i) above the Purchaser shall on completion pay to the Vendor the sum of \$275.00 (GST inclusive) to cover the legal costs incurred by the Vendor as a consequence of the delay.
- (iii) In the event settlement has been arranged but does not take place at the scheduled time or does not take place at a rearranged time on that same date through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$220.00 (GST inclusive) on settlement to cover the additional

settlement agency costs and legal costs incurred by the Vendor as a consequence of the rescheduling, on each occasion that such rescheduling occurs.

- (iv) Payment in accordance with this clause is an essential term of the Contract and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such payment is made. The parties agree that such payment is a genuine pre-estimate of the loss and expense incurred by the Vendor as a result of the Purchaser's failure to complete on the Completion Date.

#### 44. INVESTMENT OF DEPOSIT

44.1 For the purpose of clause 2 of this Contract any deposit paid or part thereof which is held by the Vendor's solicitor shall be paid by the Vendor's Solicitor into an account approved by the Vendor with a bank or building society approved by the Vendor in the name of the Vendor's solicitor as stakeholder and on completion the Vendor and Purchaser shall be entitled to the total interest (if any) accrued on that sum up to and including the Completion Date in equal shares, provided as follows:

- (i) in the event that the Contract is terminated then the party entitled to the deposit under the terms of this Contract shall be entitled to the whole of the interest (if any) accrued; and
- (ii) in the event that this Contract is rescinded in circumstances where clause 19 shall apply then the Vendor and Purchaser shall be entitled equally to the interest (if any) accrued.

OR

At the Vendor's solicitors discretion, into the Vendor's solicitors Trust Account.

#### 44.2 Tax File Number

- (a) Notwithstanding clause 2, if any withholding tax is charged to the account in which the deposit is invested as a result of the Purchaser either failing to provide or not having a tax file number then such tax will be deducted from the Purchaser's share (if any) of the net interest.
- (b) Notwithstanding anything to the contrary in this Contract the Purchaser must complete the Notification of Tax File Number Form attached and provide the same to the Vendor on the date of this Contract.

#### 45. GOODS & SERVICES TAX

45.1 Any GST imposed on any supply under or in connection with this Contract paid or payable by the Vendor shall be paid by the Purchaser to the Vendor with the intention that the price shall be increased by the amount of GST

payable on such supply by the Vendor so that the net amount received by the Vendor free of GST is the purchase price referred to herein.

#### 45.2 Records/Invoices

Any invoice rendered by a party to this Contract to another party to this Contract which purports to charge GST on a supply under this Contract must comply with any GST Law setting out the requirements for invoices of suppliers and record keeping of recipients of taxable supplies for purposes of claiming GST input tax credits from the Australian Taxation Office.

#### 45.3 GST Definitions

In this Special Condition:

"GST Law" includes any act, order, ruling or regulation which imposes or purports to impose or otherwise deals with the administration or imposition of GST on a supply of goods and/or services in Australia which the Vendor is obliged;

"supply" includes a supply which is deemed under the GST Law;

and

"invoice" includes a document deemed to constitute an invoice under the GST Law.

### 46. MARKETING OF UNSOLD LOTS

46.1 The Purchaser agrees that both before and after settlement of this Contract the Vendor and persons authorised by the Vendor shall be entitled to place, keep and maintain upon the Common Property of the Property sale signs and insignia and shall install offices or facilities for sales people as the Vendors in their absolute discretion shall think fit and the Purchaser further agrees that the Purchaser will:

- (a) make no objection to the methods used by the Vendors to sell Lots in the building including (but without limiting the generality of the foregoing) the maintenance of a display lot;
- (b) not do or permit or suffer to be done any act, matter or thing which may impede, fetter or prevent the exercise by the Vendor of the rights conferred by this Special Condition; and
- (c) make no objection to the use of the Property as a display lot by the Vendor prior to settlement.

### 47. ADJUSTMENTS

47.1 If separate assessments of council and/or water rates and/or land tax have not issued for the unit as at the date of completion, the Purchaser hereby agrees to accept the following sums as being the annual council rates, water rates, and land tax for each unit until the issue of separate assessments and that such rates on completion will be treated as paid by the Vendor:-

- (i) As to council rates the sum of \$7.76 per square metre per annum
- (ii) As to water rates, the sum of \$1.60 per square metre per annum
- (iii) As to land tax, the sum of \$6.50 per square metre per annum

The method of measurement is stated in clause 39.6.

Rates are to be adjusted between the Vendor and the Purchaser in accordance with Clause 14 hereof on this basis and, if council and water rates or land tax have not been paid by the Vendor, the Vendor agrees to make payment thereof when separate assessments are issued and no regard shall be had to the actual assessment which may subsequently be issued by the appropriate authorities after completion or to the actual amounts paid by the Vendor to date.

47.2 The amount of strata insurance paid shall also be adjusted on settlement on the basis of unit entitlement.

#### 48. THE VENDOR'S WORKS

48.1 This Contract is conditional upon the Vendor constructing the development to be built on the within land substantially in accordance with the Plans to a standard approved by the principal certifying authority. All works and materials are to comply with the architectural design documentation, relevant authorities and standards. The Vendor reserves the right to substitute products, materials or colours and design, subject to the overall quality of the building and the complex being maintained.

48.2 The Vendor may make minor variations to the Vendor's Works. The Purchaser must not make any objection requisition claim for compensation or exercise any right to terminate this Contract or seek to delay completion as a result of the proper exercise by the Vendor of the Vendor's rights under this clause. For the purpose of this clause "minor variation" means a variation which does not substantially and detrimentally alter the Unit and does not decrease the area of the Property the subject of this Contract by more than 5%.

#### 49. EXTENSION OF TIME

49.1 Notwithstanding any other provision of this Contract should the progress of the Vendor's Works as referred to in special condition 48 herein be delayed by any of the following causes:

- (i) by reason of inclement weather or conditions resulting from inclement weather;
- (ii) in consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners or residents;
- (iii) by reason of any civil commotion, any combinations of workmen or strikes or lockouts affecting the progress of the Vendor's Works or affecting the manufacture or supply of materials for the Vendor's Works;
- (iv) by reason of authorities delaying the issue of any necessary approvals permits or certificates and which delay is beyond the reasonable control of the Vendor;
- (v) by reason of compliance with any changed or unforeseen requirement, condition or order of any authority; and
- (vi) by any other matter, cause or thing of whatsoever nature beyond the reasonable control of the Vendor;

Then the Vendor shall be entitled to an extension of time to complete this Contract and the Sunset Date shall be extended.

The Vendor shall at any time up until one month before the expiry of the Sunset Date forward a written notice to the Purchaser specifying a period of time for the extension of the time provided for completion of the Vendor's Works. Should the Purchaser not dissent from that notification within ten (10) days after service of such notice the time for completion of the Vendor's Works shall be deemed to be extended by the period claimed in the notification and the Sunset Date shall be extended as per the Vendors notice.

If the Purchaser shall dissent from that notification within five (5) days of such service the time for completion of the Vendor's Works shall be determined by an Arbitrator appointed by agreement between the parties and in default of agreement within fourteen (14) days from the date of the notification by an Arbitrator appointed by the President for the time being of the Law Society of New South Wales. The costs of arbitration shall be borne equally by the parties. Either party may request the appointment of such an Arbitrator.

## 50. DEFECTS CLAUSE

- 50.1 All structural defects or fault due to faulty materials or faulty workmanship in relation to the development to be built on the within land which may appear in the Unit within the Defects Liability Period shall be promptly amended and made good by the Vendor at its own cost and expense provided that the Purchaser has given written notice to the Vendor of such defects within the Defects Liability Period, provided that the provisions hereof shall not apply to

normal wear and tear, minor shrinkage and minor settlement cracks and blemishes. It is hereby expressly agreed that the full terms and effect of this condition shall not merge upon completion of the Contract.

50.2 In light of clauses 50.1 the Purchaser shall not be entitled to delay completion in any way as a result of any defects, unless the Vendor fails to comply with Clause 50.3.

50.3 The Vendor will rectify at its expense prior to Completion any defects which are structural in nature and which prevent occupation of the Unit or which are dangerous to either the health or safety of an occupant of the Unit (as determined by the certifying authority). All other defects will be rectified during the Vendors' normal maintenance cycle for the development. The provision of this condition applies only to works carried out by the Vendor. Works carried out or separately contracted by the Purchaser are not included in the provision of this Special Condition.

## 51. DEATH MENTAL ILLNESS & INSOLVENCY

51.1 Without in any way negating limiting or restricting any rights or remedies which would have been available to the Vendor at Law or in Equity had this Special Condition not been included should the Purchaser prior to completion:

(a) die or have an order made in respect of himself under Section 38 or 39 of the Mental Health Act, 1958 (as amended) then the Vendor may rescind the Contract by notice in writing forwarded to the Purchaser or his Solicitor (if any) and thereupon the Contract shall be at an end and Clause 19 shall apply; and

(b) become bankrupt enter into an arrangement under Part X of the Bankruptcy Act, 1966 (as amended), or being a company resolve to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme of arrangement with its creditors under the Corporations Act 2001 (Cth) or should any receiver, liquidator, provisional or otherwise receiver and manager or official manager or voluntary administrator be appointed in respect of the Purchaser the Purchaser shall be deemed to be in default.

## 52. GUARANTEE OF CORPORATE PURCHASER

52.1 This condition applies if the Purchaser is a proprietary company.

52.2 For the purposes of this Contract, "covenantor or guarantor" means the directors and those holding shares in the capital of the Purchaser. The obligations of those who comprise the covenantor will be joint and several.

52.3 In consideration of the Vendor at the request of the covenantor entering into this Contract, the covenantor:



- a) covenants with the Vendor that the covenantor will be with the Purchaser jointly and severally liable to the Vendor for the due performance of all the terms and conditions on the part of the Purchaser contained in this Contract; and
- b) guarantees to the Vendor the punctual payment of all money payable by the Purchaser under this Contract and the performance of the terms and conditions of this Contract.

52.4 If for any reason this Contract is not enforceable by the Vendor against the Purchaser in whole or in part, the covenantor will indemnify the Vendor against all loss, including all money which would have been payable by or recoverable from the Purchaser had this agreement been enforceable against the Purchaser.

### 53. GUARANTEE WHERE TRUST IS THE PURCHASER

53.1 This condition applies if the Purchaser is a trustee.

53.2 For the purposes of this Contract, "covenantor or guarantor" means the trustees in their personal capacity. The obligations of those who comprise the covenantor will be joint and several.

53.3 In consideration of the Vendor at the request of the covenantor entering into this Contract, the covenantor :

- (a) covenants with the Vendor that the covenantor will be with the Purchaser jointly and severally liable to the Vendor for the due performance of all the terms and conditions on the part of the Purchaser contained in this Contract; and
- (b) guarantees to the Vendor the punctual payment of all money payable by the Purchaser under this Contract and the performance of the terms and conditions of this Contract.

53.4 If for any reason this Contract is not enforceable by the Vendor against the Purchaser in whole or in part, the covenantor will indemnify the Vendor against all loss, including all money which would have been payable by or recoverable from the Purchaser had this agreement been enforceable against the Purchaser.

53.5 The Purchaser and the covenantor warrant that the trustee has the power to enter into this Contract and to perform and exercise the rights and obligations of the Purchaser under this Contract and under any proposed mortgage.

### 54. WARRANTY FIRB

- 54.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 (Cth) do not apply to the Purchaser or to this purchase.
- 54.2 In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby.
- 54.3 This condition will not merge on completion.

## 55. SECTION 88B INSTRUMENT

- 55.1 The Purchaser acknowledges that the Property is purchased subject to the rights, restrictions on the use of land and the easements, if any intended to be and created by the Registered Plan pursuant to Section 88B of the Conveyancing Act 1919.
- 55.2 The Vendor reserves the right to add, amend, alter or delete in the Instrument any right, restriction on the use of land and/or easement in relation to the Common Property or any lot in the Plan other than the Lot being purchased by the Purchaser.

## 56. REQUISITIONS

- 56.1 The Purchaser acknowledges that it may only make requisitions under clause 5 in the form attached in Annexure E.

## 57. DEPOSIT BANK GUARANTEE

- 57.1 Subject to Special Condition 57.2 and 57.3 the delivery to the Vendor or the Vendors solicitor of the Deposit Bank Guarantee on or before the making of this Contract, to the extent of the amount guaranteed under the Deposit Bank Guarantee, is deemed for the purposes of this Contract to be payment of the deposit in accordance with the provisions of Clause 2 of the Contract.
- 57.2 The Purchaser must pay the amount stipulated in the Deposit Bank Guarantee to the Vendor by unendorsed bank cheque on completion of this Contract or at such other time when the deposit is to be accounted for to the Vendor. Upon this taking place the Vendor must return the Deposit Bank Guarantee to the Purchaser.
- 57.3 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then to the extent that the amount has not already been paid for by the provider of the Deposit Bank Guarantee from the Deposit Bank Guarantee, the Purchaser must immediately pay to the Vendor the deposit (or so much of it as has not been paid).

57.4 At any time that the Vendor would otherwise have been entitled to keep or recover the deposit under this Contract, the Vendor may call upon the Deposit Bank Guarantee without prior notice to the Purchaser.

57.5 The Deposit Guarantee must be without an expiry date or if it contains an expiry date it must not be less than 12 months after the Sunset Date.

## 58. DEPOSIT GUARANTEE BOND

58.1 Subject to Special Conditions 58.2, 58.3 and 58.4 the delivery to the Vendor or the Vendor's Solicitor of the Deposit Guarantee Bond on or before the date of making this Contract, to the extent of the amount guaranteed under the Deposit Guarantee Bond, is deemed for the purposes of this Contract to be payment of the deposit in accordance with the provisions of clause 2 of the Contract.

58.2 The Vendor may in its absolute discretion choose not to accept a Deposit Guarantee Bond as payment of the deposit. In the event of the Vendor not accepting the Deposit Guarantee Bond the Vendor must notify the Purchaser prior to exchange of Contracts and the Purchaser must pay the amount of the deposit by other means.

58.3 The Purchaser must pay the amount stipulated in the Deposit Guarantee Bond to the Vendor in cash or by unendorsed bank cheque on completion of this Contract or at such other time when the deposit is to be accounted for to the Vendor. Upon this taking place the Vendor must return the Deposit Guarantee Bond to the Purchaser.

58.4 If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then to the extent that the amount has not already been paid for by the provider of the Deposit Guarantee Bond from the Deposit Guarantee Bond, the Purchaser must immediately pay to the Vendor the deposit (or so much of it as has had not been paid).

58.5 At any time that the Vendor would otherwise have been entitled to keep or recover the deposit under this Contract, the Vendor may call upon the Deposit Guarantee Bond without prior notice to the Purchaser.

58.6 The Deposit Guarantee Bond must be without an expiry date or if it contains an expiry date it must not be less than 12 months after the Sunset Date.

## 59. BY LAWS

59.1 The By-Laws are provisional only. The Vendor may in its absolute discretion amend the By-Laws in any manner.

59.2 Without limitation, the Vendor may amend the By-Laws

- 1) to allow for the granting of areas of exclusive use and/or special

privilege to any one or more of the lots in its absolute discretion for any purpose determined by the Vendor;

- 2) to deal with window coverings;
- 3) to deal with outdoor furniture/chattels; and
- 4) to deal with signage and naming rights with respect to the Building.

59.3 The Purchaser acknowledges that the said By-Laws may be altered or amended prior to completion and provided that such alteration or amendment does not materially affect the Purchaser's reasonable use of the Property. The Purchaser shall make no objection, claim for compensation or requisition with respect to the said By-Laws or By-Laws registered with the Plan.

## 60. AMENDMENT TO PRINTED FORM CONTRACT

### 60.1

- (a) Delete clause 4.3.
- (b) Deleting the words "5% of the price" in clause 7.1.1 and replacing these words with "One dollar (\$1.00)".
- (c) The variation of Clause 14.2 by the addition of the following sentence after the word "completion" –  
  
"The amounts and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purpose of such apportionment and adjustment"
- (d) The deletion of the following dot points in clause 14.4.2:
  - The person who owned the land owned no other land;
  - If the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- (e) Deleting the words "*plus another 20% of that fee*" in clause 16.5
- (f) Clause 24 is deleted.
- (g) Clause 25 is deleted.
- (h) Clause 28 is deleted.
- (i) Clause 29 is deleted.

## 61. SIGNAGE & NAMING RIGHTS

- 61.1 The Purchaser acknowledges and agrees that all signage and naming rights with respect to the exterior of the Building is reserved to the Vendor. This clause shall not merge on completion.
- 61.2 The Purchaser cannot make a claim or requisition or rescind or terminate if the By-Laws are amended to create rights of exclusive use and/or special privilege for the purpose of this special condition.

## 62. UNIT ENTITLEMENTS

The Purchaser acknowledges that the Vendor has not yet allocated unit entitlements to the units in the development. The Vendor will do so in its discretion prior to completion, acting reasonably and not arbitrarily or capriciously.

## 63. CAR PARKING ALLOCATION

The Purchaser acknowledges that the Vendor has not yet finalised its allocated car spaces to all units in the development. The Vendor will do so in its discretion prior to completion, acting reasonably and not arbitrarily or capriciously.

## 64. SERVICES

- 64.1 The Purchaser acknowledges that the Vendor shall have the right to install all such works, including but without limiting the generality thereof, airconditioning equipment, electrical wiring, gas, water and sewerage connections, drains, sewers, pipes, ducts, conduits, wires, cables, vents and flues in the floors, walls or below the roof line of any unit contained in this development including the Unit hereby sold or in the common property of the development, as may be necessary or desirable in order to enable the Vendor to sell or lease any other unit contained in the development. Provided the Vendor does not unreasonably interfere with the Property, the Purchaser is to provide access to the Property to the Vendor following reasonable notice. The Vendor shall also have the right to install in the common property of the development generators, electrical switchboards and other equipment necessary to service any or all of the units in the development. This clause shall not merge on completion.
- 64.2 For the purpose of Clause 64.1 the term "not unreasonably interfere" shall mean that any works installed pursuant to Clause 64.1 shall be carried out at times suitable to the Purchaser and :

- (a) adequate security shall be provided to ensure the safety and confidentiality of all contents, records and information contained in the Unit hereby sold ;
- (b) the Unit hereby sold shall, with the exception of the work carried out therein, be left in the same condition as it was before work commenced and in a clean and tidy condition.

64.3 The Purchaser agrees to ensure that any transferee from the Purchaser of the Unit hereby sold shall enter into a Deed with the Vendor whereby such transferee agrees to be bound by the obligations of the Purchaser pursuant to this Clause 64.

#### 65. UPDATED DOCUMENTS

The Vendor may at any time serve updated documents to be annexed to this Contract. Such updated documents shall form part of this Contract and shall replace those documents previously annexed.

#### 66. NO SALE OR TRANSFER

- (i) The Purchaser shall not prior to Completion sell, transfer or assign the subject Lot to any other person or entity whether related or not.
- (ii) The Vendor is not required to accept a Form of Transfer unless it is in conformity with this Contract.
- (iii) This is an essential term of this Contract.
- (iv) The Purchaser shall be in breach of this Contract unless it serves on the Vendor a Form of Transfer in Conformity with this Contract whereupon the provisions of clause 9 shall apply.

**Annexure A**  
**Prescribed Documents**

LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

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FOLIO: 2010/1232061

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SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
30/6/2017	3:39 PM	1	19/6/2017

LAND

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LOT 2010 IN DEPOSITED PLAN 1232061  
AT MULGRAVE  
LOCAL GOVERNMENT AREA HAWKESBURY  
PARISH OF ST MATTHEW COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP1232061

FIRST SCHEDULE

-----

PRESIDA CONSTRUCTIONS PTY LTD

SECOND SCHEDULE (14 NOTIFICATIONS)

-----

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 L483372 COVENANT
- 3 R858339 PIPELINE EASEMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE DP499011)
- 4 S351158 PIPELINE EASEMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM (SEE DP499014)
- 5 DP1066060 EASEMENT TO DRAIN WATER 12 METRES WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 6 DP1067862 EASEMENT TO DRAIN WATER 3 METRES WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1067862 EASEMENT TO DRAIN WATER 2.5 METRES WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1067862 EASEMENT TO DRAIN WATER 2.5 METRES WIDE AND VARIABLE WIDTH APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 9 DP1067862 EASEMENT TO DRAIN WATER 3 METRES WIDE APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 10 DP1067862 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (4) IN THE SEC. 88B INSTRUMENT
- 11 DP1067862 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (5) IN THE SEC. 88B INSTRUMENT
- 12 DP1067862 RESTRICTION(S) ON THE USE OF LAND AS REFERRED TO AND NUMBERED (7) IN THE SEC. 88B INSTRUMENT
- 13 DP1067862 POSITIVE COVENANT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 14 DP1174186 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED

END OF PAGE 1 - CONTINUED OVER



LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 2010/1232061

PAGE 2

-----  
SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

-----  
IN DP1174186

NOTATIONS

-----  
UNREGISTERED DEALINGS: NIL

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

206782

PRINTED ON 30/6/2017

\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

**SCHEDULE OF CLIMB BOARD PARTS**

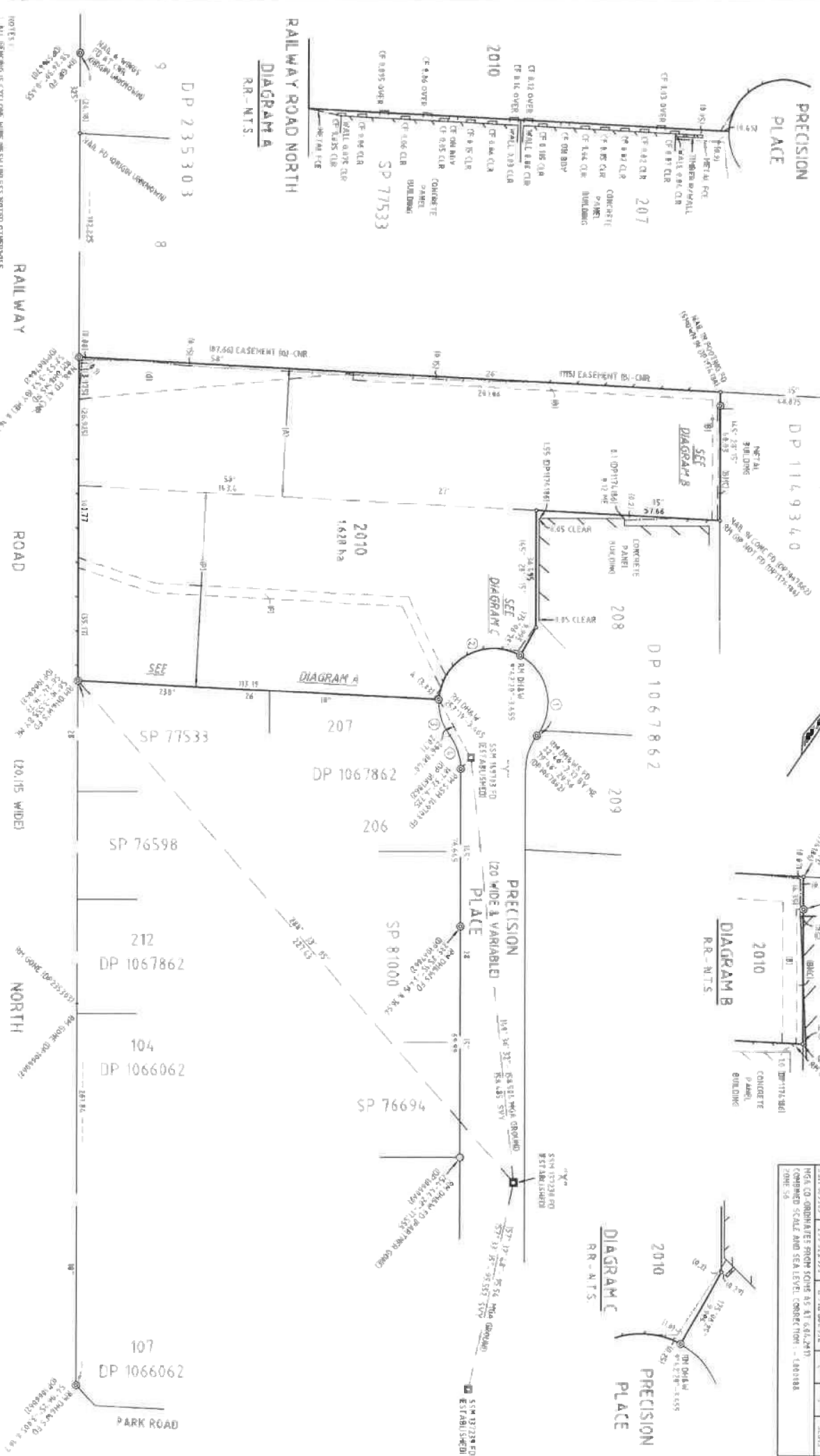
LINE	BEARING	DISTANCE	AREA	DIAGONAL
1	S 11° 17' 28" W	25.72	29.7	13
2	S 88° 28' 05" W	18.84	14.875	13
3	N 04° 01' 57" E	11.2425	11.88	13
4	S 84° 55' 25" W	30.81	51.895	13

**CLAUSE 35(1)(b) AND CLAUSE 3(1)(b) OF THE**

Author: [Name] and [Name] as a joint venture acting as the Author

DATE	H.G.A. CO-ORDINATES	CLAS	ORDER	ORDER
15/01/2018	250 524 522	5 716 434 116	1	SCHEM
15/01/2018	279 441 195	6 716 285 111	2	SCHEM
15/01/2018	138 523 295	6 116 648 574	3	SCHEM

H.G.A. CO-ORDINATES FROM SOURCE AS SET OUT IN PLAN  
COMBINED SCALE AND SEA LEVEL CONSTRUCTION - 1:4000000  
DATE: 15/01/2018



**NOTES:**

- ALL WORKING IS TO BE DONE WITHIN THE PROPERTY BOUNDARIES.
- ALL APPLICABLE EASEMENTS TO BE SHOWN ON THIS PLAN.
- EASEMENT TO BE SHOWN WITHIN THE PROPERTY BOUNDARIES.
- EASEMENT TO BE SHOWN WITHIN THE PROPERTY BOUNDARIES.
- EASEMENT TO BE SHOWN WITHIN THE PROPERTY BOUNDARIES.
- EASEMENT TO BE SHOWN WITHIN THE PROPERTY BOUNDARIES.
- POSITIVE COORDINATE (11111111)

**PREPARED BY:** PHILIP JOHN MCNEILLIAN  
**DATE:** 10/17

**PLAN OF CONTROL/DIVISION OF LOTS 207 & 208 (DP1232061)**

**LOCATION:** HULGR AVE  
**SECTION:** 1870

**REGISTERED:** 19.6.2017

**DP1232061**


PLAN FORM 6 (2013)

WARNING: Creasing or folding will lead to rejection

ePlan

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 1 of 2 sheet(s)

Registered:  19.6.2017 Title System: TORRENS Purpose: CONSOLIDATION	Office Use Only  <h1 style="margin: 0;">DP1232061</h1> Office Use Only
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<b>PLAN OF CONSOLIDATION OF LOTS 201 &amp; 202 DP1067862</b>	LGA: HAWKESBURY Locality: MULGRAVE Parish: ST MATTHEW County: CUMBERLAND
--	---

<p style="text-align: center;"><b>Crown Lands NSW/Western Lands Office Approval</b></p> I, ..... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature:..... Date:..... File Number:..... Office:.....	<p style="text-align: center;"><b>Survey Certificate</b></p> I, <u>Phillip J McQuillan</u> of <u>SurveyPlus Pty Ltd</u> Ph: (02) 9651 2921 P.O.BOX 3342 DURAL, NSW, 2158 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that: *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on <u>11/4/2017</u> <del>*(b) The part of the land shown in the plan ("being"/"excluding" .....</del>
---	---

<p style="text-align: center;"><b>Subdivision Certificate</b></p> I, ..... *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: ..... Accreditation number: ..... Consent Authority: ..... Date of endorsement: ..... Subdivision Certificate number: ..... File number: ..... *Strike through if inapplicable.	<del>was surveyed in accordance with the Surveying and Spatial Information Regulation 2012, is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation.</del> *(c) The land shown in this plan was compiled in accordance with the <del>Surveying and Spatial Information Regulation 2012-</del> Signature: <u>Phillip McQuillan</u> Dated: <u>28/4/17</u> Surveyor ID: <u>7276</u> Datum Line: <u>"X"- "Y" (MGA)</u> Type: *Urban/*Rural The Terrain is *Level-Undulating / *Steep-Mountainous. *Strike through if inapplicable. *Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
---	--

Statements of intention to dedicate public roads, public reserves and drainage reserves, acquire/resume land.	<p style="text-align: center;"><b>Plans used in the preparation of survey/compilation</b></p> <table style="width:100%; border: none;"> <tr> <td style="width:33%;">DP499011</td> <td style="width:33%;">DP516470</td> <td style="width:33%;">DP1037268</td> </tr> <tr> <td>DP1066060</td> <td>DP1066062</td> <td>DP1067862</td> </tr> <tr> <td>DP1149340</td> <td>DP1174186</td> <td>SP77533</td> </tr> </table> <p style="text-align: center; font-size: small;">If space is insufficient, continue on PLAN FORM 6A</p>	DP499011	DP516470	DP1037268	DP1066060	DP1066062	DP1067862	DP1149340	DP1174186	SP77533
DP499011	DP516470	DP1037268								
DP1066060	DP1066062	DP1067862								
DP1149340	DP1174186	SP77533								

Signatures, Seals and Section 88B Statements should appear on <b>PLAN FORM 6A</b>	Surveyor's Reference: 15474
--	-----------------------------

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

**DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

Office Use Only

Office Use Only

Registered:  19.6.2017

**DP1232061**

**PLAN OF CONSOLIDATION OF LOTS 201 & 202 DP1067862**

- This sheet is for the provision of the following information as required:
- A schedule of lots and addresses - See 60(c) SSI Regulation 2012
  - Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
  - Signatures and seals- see 195D Conveyancing Act 1919
  - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: .....

Date of endorsement: .....

LOT	STREET NUMBER	STREET NAME	STREET TYPE	LOCALITY
2010	87-91	RAILWAY	ROAD NORTH	MULGRAVE

EXECUTED BY PRESIDIA CONSTRUCTIONS PTY LTD ACN: 003 969 711

in accordance with Section 127(1)  
of the Corporations Act 2001 (Cwth)

*[Handwritten Signature]*

Signature of Director

*[Handwritten Signature]*

Signature of Company Secretary

*BERNARD LAM*

Name of Director

*JOHN PAVI*

Name of Secretary

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15474



L483372

29 JUL 7 AM 19 50

3



MEMORANDUM OF TRANSFER  
(REAL PROPERTY ACT 1908)

BY JOHNSON of McGrath's Hill, Married Woman,

Vertical text on the left margin, likely a registration or processing note.

being registered as the proprietor of an estate in fee simple in the land hereinafter described subject, however, to such encumbrances, leases and interests as are specified hereunder, in consideration of the sum of FORTY THOUSAND DOLLARS (\$40,000.00) (the receipt whereof is hereby acknowledged) paid to me by M. & N. INVESTMENTS PTY. LIMITED

(to hereby transfer to M. & N. INVESTMENTS PTY. LIMITED of Room 2, 5th Floor, 80 Carrington Street, Sydney.

All such my Easements and Licences in All the land mentioned in the schedule following:-

County	Field	Reference to Title			Description of Land to part subject
		Part of Part	Vol	Pa	
NEWCASTLE	ST. MATTHEW	MOOLE	1089	22	RESERVED AS SHIPPED HEREON.
				23	

RESERVATIONS and conditions (if any) contained in Crown Grant, COVENANTS as annexed hereto

Signed at Sydney on 25<sup>th</sup> day of June 1950.  
Signed in my presence by the transferor  
M. & N. INVESTMENTS PTY. LIMITED  
Signed [Signature] Solicitor

THE COMMON SEAL OF M. & N. INVESTMENTS PTY. LIMITED was affixed by authority of the Board of Directors in the presence of:  
Chair, Goldwater of Australia

I Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.  
C. G. [Signature]  
Registrar

\* If signed by virtue of any power of attorney, the original power shall be exhibited in the Memorandum of Transfer and preserved with any other documents and the responsibility of compliance with such of them as may be required by the Registrar shall be upon the transferor.  
1. The transferor shall comply with the above conditions in respect of any Encumbrances or any Encumbrances or Licences and transfer the same to the transferee and shall be liable for the same.  
2. The transferor shall be responsible for the payment of any stamp duty or other charges payable in connection with the transfer and shall be liable for the same.  
3. The transferor shall be responsible for the payment of any interest or charges payable in connection with the transfer and shall be liable for the same.  
4. The transferor shall be responsible for the payment of any interest or charges payable in connection with the transfer and shall be liable for the same.

1483372

John J. Payne, Ross & Co

No. \_\_\_\_\_

Lodged by \_\_\_\_\_

**PARTIAL DISCHARGE OF MORTGAGE**  
 (N.B.—Before execution read carefully over)

Address: \_\_\_\_\_

REGISTRAR GENERAL

From No. \_\_\_\_\_

2754

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.





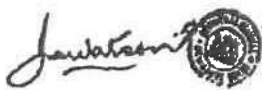
**MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY**  
 (To be signed at the time of executing the within instrument)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in the presence of— \_\_\_\_\_

**CERTIFICATE OF J.P. OR, TAKING DECLARATION OF ATTESTING WITNESS**

Appeared before me at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ one thousand \_\_\_\_\_ and \_\_\_\_\_  
 and declared that he personally knew \_\_\_\_\_ the attesting witness to this instrument  
 signing the same, and whose signature thereto he has witnessed; and that the name purporting to be such signature of the said \_\_\_\_\_ is \_\_\_\_\_  
 and that he was of so and mind and freely and voluntarily signed the same.

INDEXED  Checked by  8/36 Passed (in I.D.E.) by  Signed by 	<b>MEMORANDUM OF TRANSFER</b> Subject to Comment.	<b>DOCUMENTS LOGGED HEREWITH</b> To be filed in by person lodging notice	
	Particular entered in Register Book, 7-7-1969	1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____	Received Debt No Receiving Clerk
	 Registrar General		

LEAVE THESE SPACES FOR INSTRUMENTAL USE

**PROCESS RECORD**

	Initial	Date
Not in Survey Branch		
Kept from Records		
Drawn within		
Drawn outside		
Diagrams prepared		
Diagrams executed		
Drawn forwarded		
Exam. of Engineers		
Consolidating Clerk		
Yrs.		
File		

Covenant annexed to transfer from Ivy Johnson to  
H & H Investments Pty. Limited dated 25th June 1969

The Transferee for itself and its assigns hereby covenants with  
the Transferor her executors administrators and assigns for the  
benefit of any adjoining land owned by the Transferor her executors  
administrators and assigns other than Purchasers on sale that no  
fence shall be erected on the property hereby transferred to divide  
it from such adjoining land without the consent of the Transferor  
her executors administrators or assigns and in favour of any person  
dealing with the Transferee or its assigns such consent shall be  
deemed to have been given in respect of every such fence for the  
time being erected. And this restriction may be released varied  
or modified by the owner or owners for the time being of such  
adjoining land.

Signed in my presence by the Transferor }  
who is personally known to me -

... I. Johnson .....  
Transferor

..... J. D. [Signature] .....  
Director

THE COMMON SEAL of H. & H. INVESTMENTS  
PTY LIMITED was herewith affixed by  
authority of the Board of Directors in  
the presence of -

C. Holdaway .....  
Director



..... Mary Holdaway .....  
Secretary



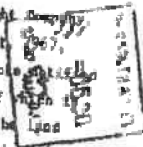
R058339

80 : 39

APPLICATION UNDER SECTION 44C  
 REAL PROPERTY ACT, 1920

P-X-1159  
 115

I, FREDERICK EDGAR CONNELLAN, Secretary for the time being of the Australian Gas Light Company  
 in consequence of the license granted to me under Section 11 of the Pipelines Act  
 hereby request the Registrar general to give effect to the vesting of the easements  
 in Government Gazette No. 155 of 16th November, 1979 (folio 5733), a true copy of  
 annexed hereto, and make all recordings in the Register so far as it relates to the  
 shown in Deposited Plan 489011 which is comprised in the certificates of title referred to  
 hereunder and sheets 1 to 7 (inclusive) of the schedules annexed.



Reference to title		Whole or Part	Parish	County	Sheet No. of Plan
Volume	Folio				
			As shown on sheets 1 to 7 (inclusive) of the schedules annexed hereto.		

Dated at Sydney this *Twenty-first* day of *March* 1980

Signed in my presence by  
 FREDERICK EDGAR CONNELLAN  
 who is personally known to me  
*Wilson*  
 (.....)

Certified as correct for the  
 purposes of the Real Property  
 Act 1920  
*W. Conn*  
 Registrar General

3

**MINISTERS**  
All the provisions of the Law of Industrial Relations Act, 1975, which relate to the operation of the Industrial Relations Commission shall apply as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.  
The above provisions shall apply to the operation of the Industrial Relations Commission as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.

**INDUSTRIES ACT, 1977**  
In subsection (2) of section 10 of the Industries Act, 1977, the words "the Commission" shall be substituted by the words "the Industrial Relations Commission".  
In subsection (4) of section 10 of the Industries Act, 1977, the words "the Commission" shall be substituted by the words "the Industrial Relations Commission".  
In subsection (5) of section 10 of the Industries Act, 1977, the words "the Commission" shall be substituted by the words "the Industrial Relations Commission".

**INDUSTRIES ACT, 1977**  
**INDUSTRIES ACT, 1977**  
The following provisions of the Industries Act, 1977, which relate to the operation of the Industrial Relations Commission shall apply as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.  
The above provisions shall apply to the operation of the Industrial Relations Commission as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.

**FACTORIES, SHOPS AND INDUSTRIES ACT, 1962**  
In subsection (2) of section 10 of the Factories, Shops and Industries Act, 1962, the words "the Commission" shall be substituted by the words "the Industrial Relations Commission".  
In subsection (4) of section 10 of the Factories, Shops and Industries Act, 1962, the words "the Commission" shall be substituted by the words "the Industrial Relations Commission".  
In subsection (5) of section 10 of the Factories, Shops and Industries Act, 1962, the words "the Commission" shall be substituted by the words "the Industrial Relations Commission".

**FACTORIES, SHOPS AND INDUSTRIES ACT, 1962**  
The following provisions of the Factories, Shops and Industries Act, 1962, which relate to the operation of the Industrial Relations Commission shall apply as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.  
The above provisions shall apply to the operation of the Industrial Relations Commission as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.

**APPRENTICES ACT, 1961**  
The following provisions of the Apprentices Act, 1961, which relate to the operation of the Industrial Relations Commission shall apply as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.  
The above provisions shall apply to the operation of the Industrial Relations Commission as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.

**FACTORIES, SHOPS AND INDUSTRIES ACT, 1962**  
The following provisions of the Factories, Shops and Industries Act, 1962, which relate to the operation of the Industrial Relations Commission shall apply as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.  
The above provisions shall apply to the operation of the Industrial Relations Commission as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.

**INDUSTRIES ACT, 1977**  
The following provisions of the Industries Act, 1977, which relate to the operation of the Industrial Relations Commission shall apply as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.  
The above provisions shall apply to the operation of the Industrial Relations Commission as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.

**FACTORIES, SHOPS AND INDUSTRIES ACT, 1962**  
The following provisions of the Factories, Shops and Industries Act, 1962, which relate to the operation of the Industrial Relations Commission shall apply as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.  
The above provisions shall apply to the operation of the Industrial Relations Commission as if the Commission were established under the Law of Industrial Relations Act, 1975, and as if the Commission were established on the day on which this Act commences operation.

W. G. ...

This is the annexure referred to as sheet ... in application by NORMAN DEAN COMPTON dated twenty first day of March 1994

Reference to Title		Whole or Part	Parish	County	Sheet No. of Plan
Volume	Folio				
1710	118	Part	Roxy Hill ✓	Cumberland	5
13883	241	Part	Cidley ✓	Cumberland	6
4718	173	Part	Cidley ✓	Cumberland	6
10778	199	Part	Cidley ✓	Cumberland	6
5389	67	Part	Cidley ✓	Cumberland	6
10400	185	Part	Cidley ✓	Cumberland	6
6439	129	Part	Cidley ✓	Cumberland	8
6436	16	Part	Cidley ✓	Cumberland	8
5003	64	Part	St. Matthew ✓	Cumberland	9
5832	173	Part	St. Matthew ✓	Cumberland	9
5270	206	Part	St. Matthew ✓	Cumberland	10/11
1394	36	Part	St. Matthew ✓	Cumberland	10
10895	57	Part	St. Matthew ✓	Cumberland	12
10895	58	Part	St. Matthew ✓	Cumberland	12
9644	44	Part	St. Matthew ✓	Cumberland	12/13
11555	76	Part	St. Matthew ✓	Cumberland	13

New York  
 10/11/94  
 52

*W. Deane*

This is the annexure referred to as sheet 7 in application by NORMAN EGAN DONNELLY dated twenty first day of March 1976 AD

Reference to Title		Whole or Part	Facies	County	Sheet No. of plan
Volume	Folio				
12475	13	Part	Pitt Town ✓	Cumberland	15
12475	14	Part	Pitt Town ✓	Cumberland	15
12475	15	Part	Pitt Town ✓	Cumberland	15
12475	16	Part	Pitt Town ✓	Cumberland	15
12481	24	Part	Pitt Town ✓	Cumberland	16
12457	74	Part	Pitt Town ✓	Cumberland	14
13570	125	Part	Pitt Town ✓	Cumberland	15
10308	223	Part	Pitt Town ✓	Cumberland	15
6413	140	Part	Pitt Town ✓	Cumberland	15
10083	105	Part	Pitt Town ✓	Cumberland	15
10275	130	Part	Pitt Town ✓	Cumberland	15
10575	127	Part	Pitt Town ✓	Cumberland	15
10575	126	Part	Pitt Town ✓	Cumberland	15
10999	7	Part	Pitt Town ✓	Cumberland	16
10999	233	Part	Pitt Town ✓	Cumberland	17
10999	234	Part	Pitt Town ✓	Cumberland	17

near 100. 1000  
 near 100. 1000

*W. Egan*

This is the annexure referred to as sheet ... in application by MORGAN EDAN CONNELLAN dated *Tuesday* *11th* day of *March* 1876 AD

9

Reference to Title		Whole or Part	Parish	County	Sheet No. of Page
Volume	Folio				
233	190 ✓	Part	Pitt Town ✓	Cumberland	17
10142	185 ✓	Part	Pitt Town ✓	Cumberland	17
921	140 ✓	Part	Pitt Town ✓	Cumberland	17
12839	108 ✓	Part	Pitt Town ✓	Cumberland	17
11750	244 ✓	Part	Pitt Town ✓	Cumberland	18
11750	245 ✓	Part	Pitt Town ✓	Cumberland	18
11750	246 ✓	Part	Pitt Town ✓	Cumberland	18
13546	101 ✓	Part	Pitt Town ✓	Cumberland	18
13546	102 ✓	Part	Pitt Town ✓	Cumberland	18
9499	163 ✓	Part	Pitt Town ✓ <i>P. 230. 5/2</i>	Cumberland	18/19
11611	244 ✓	Part	Pitt Town ✓	Cumberland	19
11611	243 ✓	Part	Pitt Town ✓	Cumberland	19
11611	242 ✓	Part	Pitt Town ✓	Cumberland	19
11611	241 ✓	Part	Pitt Town ✓	Cumberland	19
10706	234 ✓	Part	Pitt Town ✓	Cumberland	19
10706	233 ✓	Part	Pitt Town ✓	Cumberland	19

*W. Connelan*

THIS IS THE ADDRESS REFERRED TO AS SHEET ... IN  
 application by NORMAN ROAN COMPELLAR dated *twenty first* //  
 day of *March* 1996 90

Reference to Title		Whole or Part	Parish	County	Sheet No. of Plan
Volume	Folio				
10706	226 ✓	Part	Pitt Town ✓	Cumberland	19
10706	237 ✓	Part	Pitt Town ✓	Cumberland	19
10706	238 ✓	Part	Pitt Town ✓	Cumberland	19
10706	239 ✓	Part	Pitt Town ✓	Cumberland	19
12252	67 ✓	Part	Maroota ✓	Cumberland	22
1552	192 X	Part	Maroota ✓	Cumberland	23
1352	151 X	Part	Maroota ✓	Cumberland	23
12941	172 ✓	Part	Maroota ✓	Cumberland	24
12941	173 ✓	Part	Maroota ✓	Cumberland	24
12934	195 ✓	Part	Maroota ✓	Cumberland	24
4435	150	Part of	Maroota ✓	Cumberland	24
12579	50 ✓	Part	Maroota ✓	Cumberland	25
13610	245 ✓	Part	Marra Marra ✓	Cumberland	27/28
12013	129 ✓	Part	Marra Marra ✓	Cumberland	30
10272	240 ✓	Part	Marra Marra ✓	Cumberland	31
12656	140 ✓	Part	Marra Marra ✓	Cumberland	32

of Nov 1992 28

*W. Roan*

This is the annexure referred to as sheet ... in application by NORMAN EGAN COUNTELLAN dated *twenty first* 13 day of *March* 1926

*[Handwritten initials and numbers in the left margin, including 10106, 11946, 12521, 11493, 10742, 1242, 11569, 9160, 9180, 12993, 11629, 11559, 11446, 1034, 11737, 12081]*

Reference to Title		Whole or Part	PARISH	County	Sheet No. of Plan
Volume	Folio				
10106	309	Part	White Horse ✓	Northumberland	34
11946	181	Part	Cowen ✓	Northumberland	39
12521	90	Part	Cowen ✓	Northumberland	39
11493	197	Part	Cowen ✓	Northumberland	39
10742	232	Part	Cowen ✓	Northumberland	39
1242	177	Part	Cowen ✓	Northumberland	39
11569	50	Part	Cowen ✓	Northumberland	39/40
9160	112	Part	Kayara ✓	Northumberland	44
9180	115	Part	Kayara ✓	Northumberland	44
12993	96	Part	Kayara ✓	Northumberland	44
11629	0	Part	Cosford ✓	Northumberland	44
11559	130	Part	Cosford ✓	Northumberland	44/45
11446	120	Part	Cosford ✓	Northumberland	45
1034	225	Part	Cosford ✓	Northumberland	45
11737	203	Part	Cosford ✓	Northumberland	45
12081	126	Part	Cosford ✓	Northumberland	45/47

*the above is a copy of the plan*

*W. Egan*

This is the schedule referred to as sheet 15 in application by ROSMAR JEAN COOMERAN dated 15<sup>th</sup> day of March 1994 to

Reference to Title		Whole or Part	Parish	County	Plan No. of Plan
Volume	Folio				
15811	247 ✓	Part	Dorsford ✓	Northumberland	47
1421	13 ✓	Part	Gurifobah ✓	Northumberland	48
2404	127 ✓	Part	Durishah ✓	Northumberland	48
5265	101 ✓	Part	Gurifobah ✓	Northumberland	48
12027	70 ✓	Part	Durishah ✓	Northumberland	50
487	126 ✓	Part	Tuggarah ✓	Northumberland	52
7301	60 ✓	Part	Durishah and Tuggarah ✓	Northumberland	52
11497	130 ✓	Part	Mumurah ✓	Northumberland	56/57
12095	66 ✓	Part	Northost ✓	Northumberland	59

*W. [Signature]*



APPROVED  
\$ = 08.00  
TEMP. REGISTRATION



351154

APPLICATION PURSUANT TO SECTION 49C REAL PROPERTY ACT, 1900.

AP A 1-1 K  
+ 81

DESCRIPTION OF LAND

Temp Title Reference	is part only, State WHOLE and its details	Parish	County	Sheet No. of Plan
	WHOLE			
VOL. 8488 / VOL. 85	Part	St. Matthew	Cumberland	7/
VOL. 8087 / VOL. 154	Part	St. Matthew	Cumberland	7/8
VOL. 8970 / VOL. 230	Part	St. Matthew	Cumberland	8
VOL. 10885 / VOL. 57	Part	St. Matthew	Cumberland	8
VOL. 10885 / VOL. 58	Part	St. Matthew	Cumberland	8
VOL. 8040 / VOL. 14	Part	St. Matthew	Cumberland	8
VOL. 11581 / VOL. 75	Part	St. Matthew	Cumberland	8/8
VOL. 12242 / VOL. 8	Part	St. Matthew	Cumberland	8
VOL. 12475 / VOL. 13	Part	Pitt Town	Cumberland	1
	Part	Pitt Town	Cumberland	1

OFFICE USE ONLY  
ML

APPLICANT

NEWCASTLE PIPE LINE COMPANY LIMITED

OFFICE USE ONLY

Reference is made to the application in consequence of the License granted to the applicant under Section 49C of the Real Property Act, 1900, which requires the Registrar General to give effect to the vesting of the land shown in the plan referred to in the application in accordance with the provisions of that section, and to issue a certificate of title in accordance with the provisions of that section.

DATE OF APPLICATION: 22<sup>nd</sup> January 1981

EXECUTION

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900. Signed in my presence by the attorney for the applicant who is personally known to me.

*[Signature]*  
DONALD F. LEAN  
Registrar General

Signed by Leelle William Dunn  
under Power of Attorney  
Book 9944 No. 528 and I  
have no notice of the revocation  
of the power.

97 Rivers Road, Concord, NSW  
Accountant

TO BE COMPLETED BY LODGING PARTY

LODGED BY WILLIAMS BROTHERS - CIVIL ENGINEERS BLDG BOX 888, CHISHOLM, N.S.W. 2057 412 9555		LOCATION OF DOCUMENTS In R.R.D. with Produced by APPR. 10/1/81	
Deputy Title Number Entry Fee Checked by TR TRV	REGISTERED 4. 6. 81 <i>[Signature]</i> Registrar General C/S	OTHER	OTHER

OFFICE USE ONLY  
C/S



Continuation of Schedule of Certificates of Title in application by **NEWCASTLE PIPE LINE COMPANY LIMITED**

dated the 30th day of January 1997

Volume Title Reference	Part Only, Grantor Name and Grant Details	Parcel	County	Sheet No. of Plan
	Grantor			
VOL. 12475 / FOL. 14	Part	Pitt Town	Cumberland	9
VOL. 12475 / FOL. 16	Part	Pitt Town	Cumberland	9
VOL. 12475 / FOL. 18	Part	Pitt Town	Cumberland	9
VOL. 12475 / FOL. 17	Part	Pitt Town	Cumberland	9
VOL. 12475 / FOL. 18	Part	Pitt Town	Cumberland	9/10
VOL. 11881 / FOL. 24	Part	Pitt Town	Cumberland	10
VOL. 18452 / FOL. 74	Part	Pitt Town	Cumberland	10
VOL. 18452 / FOL. 75	Part	Pitt Town	Cumberland	10
VOL. 11272 / FOL. 153	Part	Pitt Town	Cumberland	10
VOL. 18080 / FOL. 188	Part	Pitt Town	Cumberland	10
VOL. 18878 / FOL. 125	Part	Pitt Town	Cumberland	11
VOL. 10808 / FOL. 226	Part	Pitt Town	Cumberland	11
VOL. 10808 / FOL. 228	Part	Pitt Town	Cumberland	11
VOL. 10808 / FOL. 228	Part	Pitt Town	Cumberland	11
VOL. 10808 / FOL. 228	Part	Pitt Town	Cumberland	11
VOL. 12718 / FOL. 240	Part	Pitt Town	Cumberland	11
VOL. 12718 / FOL. 241	Part	Pitt Town	Cumberland	11
VOL. 10808 / FOL. 202	Part	Pitt Town	Cumberland	11
VOL. 10808 / FOL. 282	Part	Pitt Town	Cumberland	11
VOL. 8413 / FOL. 142	Part	Pitt Town	Cumberland	11
VOL. 8413 / FOL. 141	Part	Pitt Town	Cumberland	11
VOL. 8413 / FOL. 140	Part	Pitt Town	Cumberland	11
VOL. 8413 / FOL. 139	Part	Pitt Town	Cumberland	11
VOL. 8413 / FOL. 138	Part	Pitt Town	Cumberland	11
VOL. 10885 / FOL. 109	Part	Pitt Town	Cumberland	11
VOL. 10875 / FOL. 180	Part	Pitt Town	Cumberland	11
VOL. 10875 / FOL. 129	Part	Pitt Town	Cumberland	11
VOL. 10875 / FOL. 128	Part	Pitt Town	Cumberland	11
VOL. 10875 / FOL. 127	Part	Pitt Town	Cumberland	11
VOL. 10875 / FOL. 126	Part	Pitt Town	Cumberland	11
VOL. 10875 / FOL. 125	Part	Pitt Town	Cumberland	11
VOL. 11988 / FOL. 7	Part	Pitt Town	Cumberland	11/12
VOL. 7758 / FOL. 88	Part	Pitt Town	Cumberland	12
VOL. 7758 / FOL. 89	Part	Pitt Town	Cumberland	12/13
VOL. 7758 / FOL. 90	Part	Pitt Town	Cumberland	12/13
VOL. 10999 / FOL. 289	Part	Pitt Town	Cumberland	12/18
VOL. 10999 / FOL. 288	Part	Pitt Town	Cumberland	18
VOL. 9332 / FOL. 199	Part	Pitt Town	Cumberland	18
VOL. 10142 / FOL. 184	Part	Pitt Town	Cumberland	18
VOL. 10142 / FOL. 185	Part	Pitt Town	Cumberland	18

@ New York, 1880 Fols. 142 to 250 incl. City

  
 A. B. ...

NOTICE OF GAZETTE NOTIFICATION

NEW SOUTH WALES GOVERNMENT GAZETTE No. 11 122 FRIDAY, 1980

**HOUSING ACT, 1915, AS AMENDED—PUBLIC WORKS ACT, 1915, AS AMENDED**

Approval of Laid-on Housing Programs (Various Sections of Waverley, New South Wales)

It is hereby notified that orders by the Executive Council of the Government, acting under the advice of the Executive Council, that in pursuance of the provisions of section 4 of the Housing Act, 1915, as amended, and section 4 of the Public Works Act, 1915, as amended, so much of the land described in the Schedule hereunder as is hereby laid on is hereby appropriated and is made part of the said lands as a public purpose in pursuance of the provisions of the Housing Act, 1915, as amended, and the Public Works Act, 1915, as amended, and that the said lands are vested in the Minister of the Government of New South Wales. (LA.1980—Schedule 123)

free and discharge from all taxes, obligations, charges, levies, contracts, charges, mortgages and other encumbrances.

Signed and sealed at Sydney, this 10th day of February, 1980.

A. R. CUTLER, Governor.  
 By His Excellency's Command,  
 F. D. HILL, Minister for Energy.

**MUNICIPAL DISTRICT WATER, SEWERAGE AND DRAINAGE ACT, 1978**

DECLARATION OF SEWERAGE DRAINAGE DRAINAGE DRAINAGE DRAINAGE DRAINAGE

(1980) A. R. CUTLER, Governor.  
 By His Excellency's Command,  
 L. J. FERGUSON, Minister for Public Works.

**GOOD BAYE TIRE DUBBING**

It is hereby notified that orders by the Executive Council of the Government, acting under the advice of the Executive Council, that in pursuance of the provisions of section 4 of the Housing Act, 1915, as amended, and section 4 of the Public Works Act, 1915, as amended, so much of the land described in the Schedule hereunder as is hereby laid on is hereby appropriated and is made part of the said lands as a public purpose in pursuance of the provisions of the Housing Act, 1915, as amended, and the Public Works Act, 1915, as amended, and that the said lands are vested in the Minister of the Government of New South Wales. (LA.1980—Schedule 123)

By His Excellency's Command,  
 SYDNEY D. SIMPSON, Minister for Housing.

**PIPELINE ACT, 1967**

Declaration of Various on Laid-on Sewerage

LACINCE No. 9, having been granted on the 10th day of January, 1980, under section 10 of the Pipeline Act, 1967, to the Metropolitan Pipe Line Company Limited, to construct and operate a pipeline and its associated, owned and its associated works for the conveyance of substances specified in the Schedule of Licenses annexed to the said licence in relation to the lands described in the Plan and Section Schedule in each Block, it is hereby notified that the Executive Council of the Government, acting under the advice of the Executive Council, that in pursuance of the provisions of section 10 of the said Act, the provisions for pipeline within the meaning of the said Act and Regulations hereunder over the lands described in the Schedule to part 1 of the instrument pursuant to Regulation 10 of the Pipeline Regulations, 1967 (hereinafter referred to as the said licence), in the Metropolitan Pipe Line Company Limited, and the land described in the Schedule to part 1 of the said instrument, being item 111, is hereby notified that the Metropolitan Pipe Line Company Limited, for and on its behalf, in possession and otherwise

Dark Creek Sewerage Channel, Metropolitan District Council, comprising 21 hectares of native and secondary growth, is hereby declared to be a sewerage channel for the purposes of the Metropolitan Water, Sewerage and Drainage Act, 1978. (S. 22-15172) (Min. 78-4326, D) (1980)

**METROPOLITAN WATER, SEWERAGE AND DRAINAGE ACT, 1978**

It is hereby notified that orders by the Executive Council of the Government, acting under the advice of the Executive Council, that in pursuance of the provisions of section 4 of the Housing Act, 1915, as amended, and section 4 of the Public Works Act, 1915, as amended, so much of the land described in the Schedule hereunder as is hereby laid on is hereby appropriated and is made part of the said lands as a public purpose in pursuance of the provisions of the Housing Act, 1915, as amended, and the Public Works Act, 1915, as amended, and that the said lands are vested in the Minister of the Government of New South Wales. (LA.1980—Schedule 123)

By His Excellency's Command,  
 L. J. FERGUSON, Deputy Premier and Minister for Public Works and Ports.

**INDUSTRY ARTICLES AND CLASSIFIED PUBLICATIONS ACT, 1975**

PROVIDE UNDER SECTION 14 (1)

WILLIAM FREEMAN CHARTER, the Minister for the time being administering the Industry Articles and Classified Publications Act, 1975, do hereby notify pursuant to section 14 (1) of the said Act that the following publications have been classified by a classification officer under section 13 of the said Act in the following categories:

Title or Description	Author or Publisher	Class Number
"Approach Women" No. 1	Smith Publications Ltd, London, U.K.	Unrestricted
"Harris Letters"—Volume 1 Vol 1 No. 11	Smith Publications Ltd, London, U.K.	Unrestricted
"The Doctor" Vol 1 No. 1 1980	Apprentice Art Enterprises, 100, The Kingsway, London, U.K.	Unrestricted
"The World's Best" (1980) Vol 1 No. 1 (1980)	Apprentice Art Enterprises, 100, The Kingsway, London, U.K.	Unrestricted
"The World's Best" (1980) Vol 1 No. 1 (1980)	Apprentice Art Enterprises, 100, The Kingsway, London, U.K.	Unrestricted
"The World's Best" (1980) Vol 1 No. 1 (1980)	Apprentice Art Enterprises, 100, The Kingsway, London, U.K.	Unrestricted



OFFICE USE ONLY					
OPERATIONAL PROC		NEXT SCHEDULE DIRECTOR			
NO	NAME	TH	FR	TO	DATE AND DESCRIPTION
SCHEDULES, COMMENTS & OTHER DIRECTIONS					
NO	DESCRIPTION	DATE	BY	DETAILS	

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 88B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 3 Sheets)

Plan of Drainage Easements over Lots 4 & 6  
in D.P. 235303

**DP1066060**

Full name and address of  
the proprietor of the land:

D & M Hughes Civil Engineering Pty Limited  
P.O. Box 900 St. Marys NSW 2760 in respect  
to 6/235303.

W & G Lambiris & Sons Pty Limited  
P.O. Box 324 Riverstone NSW 2765 in  
respect to 4/235303.

**PART I**

1. Identity of Easement to be created and  
firstly referred to in the abovementioned  
plan:

Easement to Drain Water 12 Wide.

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

4/235303

Lots, Authority or Roads benefited

6/235303, 7/235303, 8/235303 &  
Railway Road North

2. Identity of Easement to be created and  
secondly referred to in the abovementioned  
plan:

Easement to Drain Water 5 Wide

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

4/235303

Lots, Authority or Roads benefited

0/815849, 7/815849, 8/815849, 9/815849,  
10/815849, 11/815849, 12/815849 &  
Rob Place

99/1012694

1-8/SP61919 H.O.H.

and CP/SP61919

10-12/SP61098

Approved by Hawkesbury City Council

  
.....  
Authorized Person

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

Lengths are in metres

(Sheet 2 of 3 Sheets)

Plan of Drainage Easements over Lots 4 & 6  
In D.P. 235303

DP1066060

PART 1

3. Identity of Easement to be created and  
thirdly referred to in the abovementioned  
plan:

Easement to Drain Water 3 Wide

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

6/235303

Lots Authority or Roads benefited

7/235303, 8/235303 & Railway Road North

PART 1A

1. Identity of Easement to be released and  
firstly referred to in the abovementioned  
plan:

Easement to Drain Water  
3 wide. (D.P. 644989)

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

4/235303

Lots Authority or Roads benefited

6/235303, 7/235303, 8/235303 &  
Railway Road North

PART 2

NAME OF AUTHORITY WHOSE PERMISSION IS REQUIRED TO RELEASE, VARY OR  
MODIFY THE EASEMENTS FIRSTLY, SECONDLY AND THIRDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.

Hawkesbury City Council

Approved by Hawkesbury City Council

  
Authorised Person

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

Lengths are in metres

4  
(Sheet 3 of 2 Sheets)

Plan of Drainage Easements over Lots 4 & 6  
In D.P. 235303

DP1066060

PART 2

The Common Seal of RABORI PTY LTD  
D & M Hughes Civil Engineering Pty Limited  
was hereunto affixed by  
authority of the board in  
the presence of:

*[Signature]*  
Director

M. G. Hughes  
Secretary



M. G. Hughes

The Common Seal of  
W & G Lambiris & Sons Pty Limited  
was hereunto affixed by  
authority of the board in  
the presence of:

*[Signature]*  
Director

*[Signature]*  
Secretary



SUNCORP-METWAY Ltd A.C.N.  
010 831 712 BY ITS ATTORNEY

MARIO MATOSO CALEITE

WHO CERTIFIES THAT THEY ARE A  
LEVEL II ATTORNEY PURSUANT  
TO POWER OF ATTORNEY BOOK  
3859 NO. 372 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF  
REVOCATION  
SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEY WHO IS  
PERSONALLY KNOWN TO ME

*[Signature]*  
*[Signature]*

WITNESS

DAVID QUARTE  
S.P. 55  
SIGNED

Approved by Hawkesbury City Council

*[Signature]*  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS  
ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO  
SECTION 86B, CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 4 Sheets)

Plan of Drainage Easements over Lots 4 & 6  
in D.P. 235303

**DP1066060**

**PART 2**

Signed for and on behalf of PERMANENT  
TRUSTEE AUSTRALIA LTD, A.C.N 008 412 )  
913 its Attorney under a Power of Attorney )  
registered Book No. and )  
the Attorney declares that the Attorney has )  
not received any notice of the revocation of )  
such Power of Attorney in the presence of: )

*U. Milstein*

Signature of Witness

*ILANA MILSTEIN*

Name of Witness in full

Signature

PERMANENT TRUSTEE AUSTRALIA LIMITED ACH 008 412 913  
by its Attorneys who state that they have no notice of  
revocation of the Power of Attorney dated 2nd June 1993,  
wherby they execute this deed, document or instrument.

Group A Attorney

Group B Attorney

Signature

Name

*Susan Doan*  
*SUSAN DOAN*

REGISTERED



5-4-2004

Approved by Hawkesbury City Council



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 1 of 9 Sheets)

**DP1067862**

Full name and address of  
the proprietor of the land:

Plan of Subdivision of Lot 7 in D.P. 235303  
and Lot 113 in D.P. 1066062 Covered by  
Subdivision Certificate  
No 04092 Of 09/09/2004

W & G Lambie & Sons Pty Limited  
P.O. Box 324 Riverstone NSW 2765 in  
respect to 7/235303  
D & M Hughes Civil Engineering Pty Limited  
P.O. Box 900 St. Marys NSW 2760,  
W & G Lambie & Sons Pty Limited  
P.O. Box 324 Riverstone NSW 2765 and  
Rabohi Pty Limited  
P.O. Box 900 St. Marys NSW 2760 in respect  
to 112/1066062

**PART 1**

1. Identity of Easement to be created and  
firstly referred to in the abovementioned  
plan:

Easement to Drain Water  
2.6 wide and Variable Width.

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

201  
205  
206  
207  
208  
209  
213  
214

Lots benefited

8/235303  
204  
204 & 205  
212, 213 & 214  
201 & 8/235303  
201, 206, 8/235303 & 210  
212  
212 & 213

2. Identity of Easement to be created and  
secondly referred to in the abovementioned  
plan:

Easement to Drain Water 3 Wide

**SCHEDULE OF LOTS, ETC. AFFECTED**

Lots Burdened

209  
202

Lot or Authority benefited

8/235303, 201, 206, 210 & Hawkesbury City  
Council  
Hawkesbury City Council

Approved by Hawkesbury City Council

  
.....  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 2 of 9 Sheets)

Plan

Plan of Subdivision of Lot 7 in D.P. 235303  
and Lot 113 in D.P. 1066062 Covered by  
Subdivision Certificate  
No .....01072..... Of .....09.09.2004.....

**DP1067862**

**PART 1**

3. Identity of Easement to be created and  
thirdly referred to in the abovementioned  
plan:

Easement for Padmount Substation 2.75  
Wide

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Authority benefited

209

Integral Energy Australia

4. Identity of restriction to be created and  
fourthly referred to in the abovementioned  
plan:

Restriction on the Use of Land

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Authority benefited

201, 202, 212, 213 & 214

Hawkesbury City Council

5. Identity of Restriction to be created and  
fifthly referred to in abovementioned plan:

Restriction on the Use of Land

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots Benefited

Every lot

Every other lot

6. Identity of Restriction to be created and  
sixthly referred to in abovementioned plan:

Restriction on the Use of Land

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Authority Benefited

208

Integral Energy Australia

Approved by Hawkesbury City Council

  
.....  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 3 of 9 Sheets)

Plan

Plan of Subdivision of Lot 7 in O.P. 235303  
and Lot 113 in D.P. 1068062 Covered by  
Subdivision Certificate  
No. 09 012 Of 09 09 2004

**DP1067862**

**PART I**

7. Identity of Restriction to be created and  
seventhly referred to in abovementioned  
plan.

Restriction on the Use of Land

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Authority Benefited

Each Lot

Hawkesbury City Council

8. Identity of Covenant to be created and  
eighthly referred to in abovementioned  
plan.

Positive Covenant

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Authority Benefited

202 and 209

Hawkesbury City Council

**PART IA**

1. Identity of Easement to be released and  
firstly referred to in DP 644889.

Easement to Drain Water 3 Wide  
(DP 644889)

SCHEDULE OF LOTS, ETC. AFFECTED

Lots Burdened

Lots or Authority benefited

7/235303  
113/1068062

8/235303 & Hawkesbury City Council  
7/235303, 8/235303 & Hawkesbury City  
Council

Approved by Hawkesbury City Council

  
.....  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres (Sheet 4 of 8 Sheets)  
Plan Plan of Subdivision of Lot 7 in D.P. 235303 and Lot 113 in D.P. 1066062 Covered by Subdivision Certificate No. 04092 Of 09-09-2004

**DP1067862**

**PART 1A**

2. Identity of Easement to be released and thirdly referred to in DP 1066062 Easement to Drain Water 3 Wide (DP 1066060)

SCHEDULE OF LOTS, ETC. AFFECTED

<u>Lots Burdened</u>	<u>Lots or Authority benefited</u>
113/1066062	7/235303, 8/235303 & Hawkesbury City Council

**PART 2**

1. TERMS OF EASEMENT FOR PADMOUNT SUBSTATION 2.75 WIDE THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

An Easement for Padmount Substation, in the terms set out in Memorandum Number 9282886 filed in the Land Titles Office.

The terms of the easement are to be read in conjunction with the terms of the Restriction on the Use of Land sixthly referred to in the plan.

2. TERMS OF RESTRICTION FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

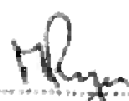
*Any building construction is restricted to*  
A minimum setback of ten metres from the alignment of Railway Road North is required for development on the burdened lots.

3. TERMS OF RESTRICTION FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

This restriction sets a minimum standard for the construction of industrial and commercial buildings in conjunction with any requirements of Hawkesbury City Council.

- (a) External wall construction material will be limited to concrete lift panels, glass facades or brickwork.
- (b) There is to be no colorbond or sheet metal shed style buildings.
- (c) There is to be no Besser Block type constructed buildings
- (d) Landscaping is to be to Hawkesbury City Council requirements.  
There is to be no external wash down or degreasing areas visible from the roadways or entries.

Approved by Hawkesbury City Council

  
.....  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 5 of 9 Sheets)

Plan

Plan of Subdivision of Lot 7 in D.P. 235303  
and Lot 113 in D.P. 1068062 Covered by  
Subdivision Certificate  
No. 04072 of 09-09-2004

**DP1067862**

**PART 2**

**4. TERMS OF RESTRICTION SIXTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.**

1. The owner will not erect or permit to be erected any building within the restriction site any building with less than a 120/120/120 fire rating without the written permission of the authority benefited and in accordance with such conditions as the authority benefited may reasonably impose
2. The owner will not erect or permit to be erected any swimming pool within the restriction site.
3. "120/120/120 fire rating" means the fire resistance level of a building expressed as a grading period in minutes for structural adequacy / integrity failure / insulation failure calculated in accordance with Australian Standard 1530.

"authority benefited" means Integral Energy Australia (and its successors)

"erect" includes construct, install, build and maintain.

"owner" means the registered proprietor from time to time of the lot burdened (including those claiming under or through the registered proprietor).

"restriction site" means that part of the lot burdened (designated "J" on the plan) subject to the restriction on the use of land.

The terms of restriction are to be read in conjunction with the terms of the Easement for Padmount Substation thirdly referred to in the plan.

**5. TERMS OF RESTRICTION SEVENTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Further development of each lot <sup>be restricted by the requirement for</sup> will require onsite detention to maintain all stormwater discharges up to the 1 in 100 year storm event at not above the postdevelopment flows for the 1 in 20 year storm event.

**8. TERMS OF POSITIVE COVENANT EIGHTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

The registered proprietors of the burdened lots covenant with Hawkesbury City Council that the construction of concrete lining of the surcharge flow path / driveway through the burdened lots of a suitable profile to contain the stormwater flows consistent with concept plans held by Council will be carried out at the building development stage to the satisfaction of Hawkesbury City Council.

Approved by Hawkesbury City Council

  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 6 of 8 Sheets)

Plan

Plan of Subdivision of Lot 7 in D.P. 235300  
and Lot 113 in D.P. 1066082 Covered by  
Subdivision Certificate  
No. C4972 Of 09.09.2004

**DP1067862**

**PART 2**

NAME OF AUTHORITY WHOSE PERMISSION IS REQUIRED TO RELEASE, VARY OR  
MODIFY THE EASEMENTS FIRSTLY AND SECONDLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.

Hawkesbury City Council

NAME OF AUTHORITY WHOSE PERMISSION IS REQUIRED TO RELEASE, VARY OR  
MODIFY THE EASEMENT THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

Integral Energy Australia

NAME OF AUTHORITY EMPOWERED TO RELEASE THE RESTRICTIONS FOURTHLY AND  
SEVENTHLY AND POSITIVE COVENANT EIGHTHLY REFERRED TO IN THE  
ABOVEMENTIONED PLAN.

Hawkesbury City Council

NAME OF PERSON, COMPANY OR CORPORATION EMPOWERED TO RELEASE THE  
RESTRICTION FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN.

The abovementioned proprietors D & M Hughes Civil Engineering Pty Limited, W & G Lambiris & Sons Pty Limited and Rabobi Pty Limited for a period of ten (10) years from the date of registration of this plan and after this period this restriction will cease to be operative.

NAME OF AUTHORITY EMPOWERED TO RELEASE THE RESTRICTION SIXTHLY  
REFERRED TO IN THE ABOVEMENTIONED PLAN.

Integral Energy Australia

Approved by Hawkesbury City Council

  
.....  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1918.**

Lengths are in metres

(Sheet 7 of 9 Sheets)

Plan

Plan of Subdivision of Lot 7 in D.P. 235303  
and Lot 113 in D.P. 1066062 Covered by  
Subdivision Certificate  
No. 27077 Of 09.09.2004

**DP1067862**

**SIGNATURES AND SEALS**

The Common Seal of  
D & M Hughes Civil Engineering Pty Limited  
was herewith affixed by  
authority of the board in  
the presence of:

*[Signature]*  
Director

Secretary



The Common Seal of  
W & G Lambiris & Sons Pty Limited  
(whose consent is required to release  
the easement firstly referred to in  
DP644989)  
was herewith affixed by  
authority of the board in  
the presence of:

*[Signature]*  
Director

*[Signature]*  
Secretary



The Common Seal of  
Raboni Pty Limited  
was herewith affixed by  
authority of the board in  
the presence of:

*[Signature]*  
Director

*[Signature]*  
Secretary



Approved by Hawkesbury City Council

*[Signature]*  
Authorised Person

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 8 of 9 Sheets)

Plan

Plan of Subdivision of Lot 7 in D.P. 235303  
and Lot 113 in D.P. 1066062 Covered by  
Subdivision Certificate  
No. 04072 Of 09-09-2004

Authorized person of Hawkesbury City Council  
(As authority whose consent is required to release  
the easements firstly referred to in DP 644989 and  
thirdly referred to in DP 1066062  
in respect to Railway Road North)

**DP1067862**

The Common Seal of W. & G. Lambiris and Sons Pty. Ltd. )  
was hereunto affixed by  
authority of the board in  
the presence of :



*G LAMBRIS*

Director

Secretary

(Whose consent is required to release the easements  
firstly referred to in DP 644989 and thirdly referred to  
in DP 1066062  
as registered proprietors of 7/235303 & 8/235303.)

Signed by Integral Energy Australia by its  
Attorney pursuant to Power of Attorney  
Book 4421 No. 650 who declares that he has  
No notice of revocation of same in the  
Presence of :

*Paul R. Hardman*

Signature of Witness

*PAUL HARDMAN* 20/7/04

Name of Witness

*INTEGRAL ENERGY*

*BLACKTOWN*  
Address of Witness

*John Wallace* 20/7/04  
Attorney  
General Manager Engineering Performance

*Craig James Vito Tutto*  
Countersignee  
Company Secretary

Approved by Hawkesbury City Council

*Mhye*  
Authorized Person



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE CREATED OR  
RELEASED AND OF RESTRICTIONS ON THE USE OF LAND AND POSITIVE COVENANTS  
INTENDED TO BE CREATED PURSUANT TO SECTION 88B, CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 9 of 9 Sheets)

Plan

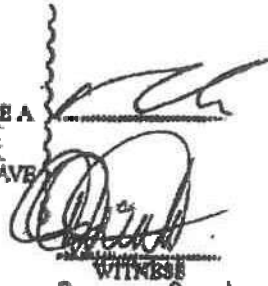
Plan of Subdivision of Lot 7 in D.P. 238303  
and Lot 113 in D.P. 1066062 Covered by  
Subdivision Certificate  
No ... 04577... Of ... 09-09-2007...

**SIGNATURES AND SEALS**

SUNCORP-METWAY Ltd. A.C.N.  
010 831 722 BY ITS ATTORNEY

MARIO MATOSO CALBITE

WHO CERTIFIES THAT THEY ARE A  
LEVEL II ATTORNEY PURSUANT  
TO POWER OF ATTORNEY BOOK  
3859 NO. 171 OF WHICH THEY HAVE  
RECEIVED NO NOTICE OF  
REVOCATION  
SIGNED IN MY PRESENCE BY  
THE SAID ATTORNEY WHO IS  
PERSONALLY KNOWN TO ME



WITNESS

David Duarte  
56 Pitt St  
Sydney.

DP1067862

PERMANENT TRUSTEE AUSTRALIA LIMITED ACN 800418 816  
by its Attorney who state that they have no notice of  
revocation of the Power of Attorney dated 2nd June 1998,  
whereby they execute this deed document as Instrument  
428196  
Group A Attorney  
Group B Attorney

*C.T. GUIN*  
Name: **C.T. GUIN**  
*E. ROZALI*  
Name: **E. ROZALI**

WITNESS: *Melissa Scott*

CUSTODY ADMINISTRATOR  
LEVEL 1 36 CLARENCE ST  
SYDNEY NSW 2000

REGISTERED 17 W 29.11.2004

Approved by Hawkesbury City Council

*M Ryan*  
Authorised Person

**OUT TERMS OF EASEMENT INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919**



**DP1174186 B**

Sheet 1 of 1 sheets

Plan of Easement over Lot 201 DP 1067862

Full name and address  
of owner of the land:

NIS Corporation Pty Ltd.  
(ACN 152 178 009)  
48 Industry Road  
VINEYARD NSW 2765

**Part 1**

Number of Item shown in the intention panel on the plan.	Identity of easement, restriction or positive covenant to be created and referred to in the plan.	Burdened Lot(s) or parcel(s)	Benefited Lot(s), road(s), bodies or prescribed authorities.
1	Easement to Permit Encroaching Structure to Remain Variable Width.	Lot 201 DP 1067862	Lot 7 DP 1149340

**Part 2**

Executed By  
~~\_\_\_\_\_~~  
NIS Corporation Pty Ltd ACN 152 178 009  
was lawfully authorised by  
authority of the Directors  
in accordance with Section 127  
of the Corporations Act 2001

*[Signature]*  
\_\_\_\_\_  
Director / Secretary NIS THOMAS SCHENBERG

LINDA BRUETT  
Witness Name

*[Signature]*  
\_\_\_\_\_  
Witness Signature

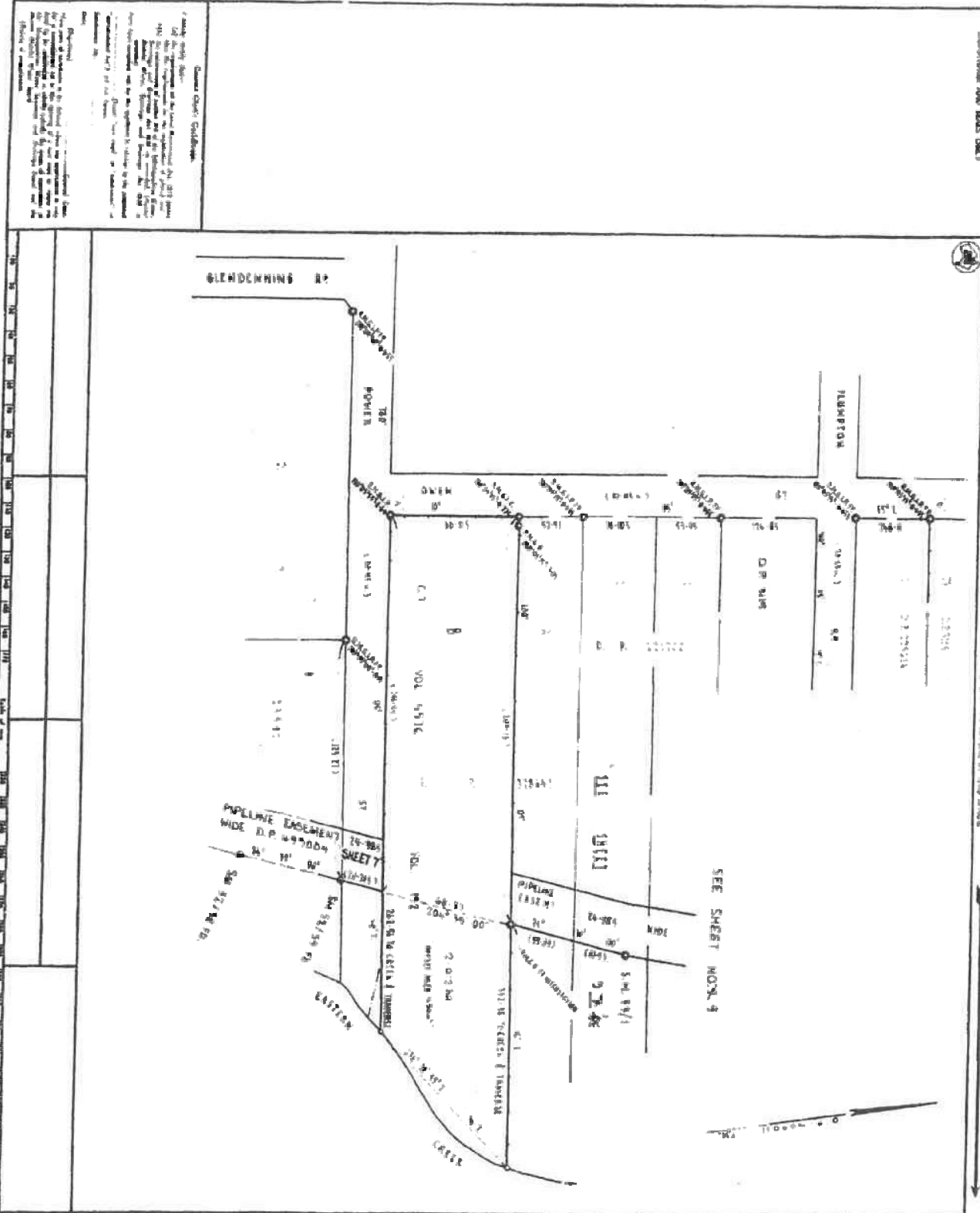
1 DIGHT STREET  
Witness Address  
WINDSOR

REGISTERED 3.4.2012

SIGNED on behalf of  
**WESTPAC BANKING CORPORATION**  
by its attorney, under power of attorney  
dated 17 January 2011 registered book 458  
no 302. By executing this document the  
attorney states that they have read and  
understand the contents of the power of attorney  
in its entirety.  
*[Signature]* Danielle Merwick  
Tier 5  
Attorney  
Name and Title of Attorney (only)  
Witness Signature  
Name and Address of Witness (only)  
KIM FORTNER Level 5  
2-14 Meredith Street  
Bankstown, NSW 2200

Mortgage under Mortgage No. AG665743  
Signed at WINDSOR this 7th day of  
February 2012 for National  
Australia Bank Limited ABN 12 004 044 037  
by Doreen Thomas McLeod  
in duly appointed Attorney under Power of  
Attorney No. 30 Book 4512  
*[Signature]*  
Level 5 Attorney  
DANIELLE TORRESAN  
ASSOCIATE  
Witness/Bank Officer

Plan Sheet - To be used only in the presence of the Engineer. See Note 1.  
 Survey Stationing Over and Under the 100' Scale.



1/2" = 100' (Horizontal)  
 3/8" = 100' (Vertical)  
 1/4" = 100' (Diagonal)  
 3/16" = 100' (Curve Radii)  
 1/8" = 100' (Circle Arcs)

1: D.P. 499011-11  
 SHEET 2

1. Survey done under a contract...  
 2. Existing Survey...  
 3. Survey Stationing...  
 4. Survey Stationing...  
 5. Survey Stationing...  
 6. Survey Stationing...  
 7. Survey Stationing...  
 8. Survey Stationing...  
 9. Survey Stationing...  
 10. Survey Stationing...

**NOTICE:**  
 THIS INSTRUMENT FILED AS 09/13/00  
 COPY FILED AS BK 9701 NO 142

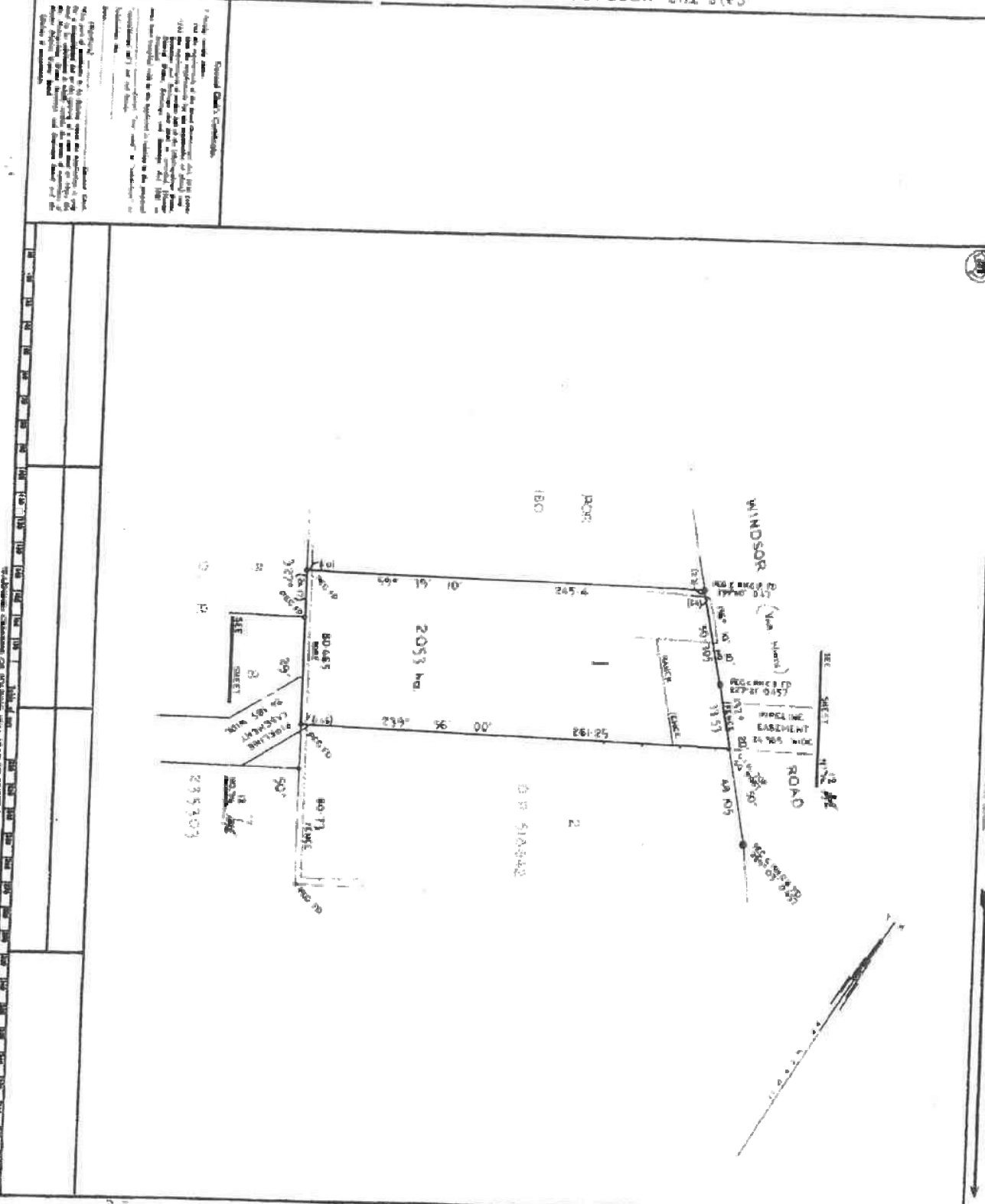
**OWNER/ENGINEER:**  
 [Signature]  
 [Name]  
 [Address]

**REMARKS:**  
 THIS SURVEY WAS DONE UNDER...  
 THE FOLLOWING CONDITIONS:  
 1. THE SURVEYOR HAS...  
 2. THE SURVEYOR HAS...  
 3. THE SURVEYOR HAS...  
 4. THE SURVEYOR HAS...

**LEGAL DESCRIPTION:**  
 TRACT 2, D.P. 499011, 100' x 100',  
 BEING A PART OF...  
 LOTS 8 AND 9...  
 WITH A 10' WIDE...  
 ENCROACHMENT...  
 ON THE...  
 BOUNDARY...  
 BETWEEN...  
 THE...  
 SURVEY...  
 OF...  
 BY...  
 MICHAEL C. C. C. C. C.

**SHEET 2**

1/2" = 100' (Horizontal)  
 3/8" = 100' (Vertical)  
 1/4" = 100' (Diagonal)  
 3/16" = 100' (Curve Radii)  
 1/8" = 100' (Circle Arcs)



1. The lot area shown is based on the following assumptions:  
 a. The lot boundaries are as shown on the attached survey.  
 b. The lot area is based on the survey of the lot shown on the attached survey.  
 c. The lot area is based on the survey of the lot shown on the attached survey.  
 d. The lot area is based on the survey of the lot shown on the attached survey.

Scale: 1 inch = 20 feet

Sheet 1 of 2

**D.P. 499011**

1. I certify that this plan is a true and correct copy of the original as submitted to me for recording.  
 2. I certify that this plan is a true and correct copy of the original as submitted to me for recording.  
 3. I certify that this plan is a true and correct copy of the original as submitted to me for recording.

**Shawn R. Sparks**  
 Director of Records  
 Department of Assessment  
 100 North E. Street  
 Baltimore, MD 21202

Case: **COMBIBLAND**  
 Parcel No: **11 0250**  
 Applicant: **ST. MATTHEW**  
 Project: **REDEVELOPMENT OF 11 0250**

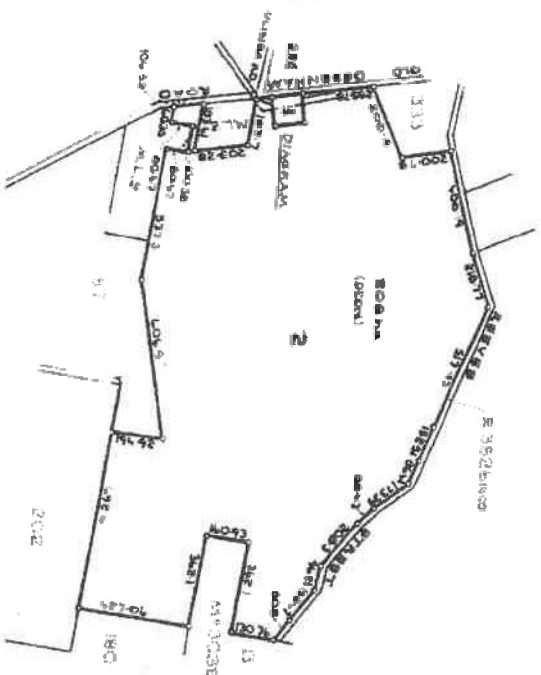
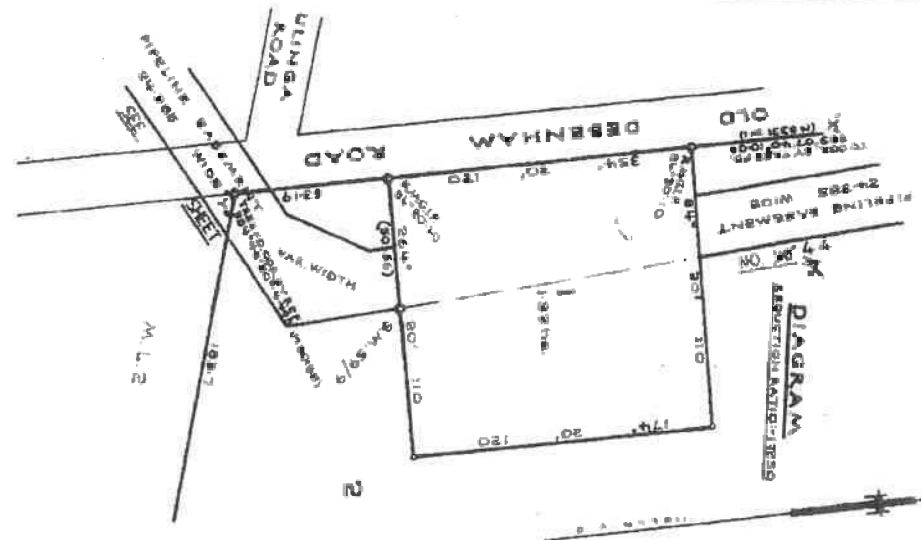
I, **N.E. FOGELMAN**, A SURVEYOR REGISTERED UNDER THE CERTIFICATE NO. 15729, HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL SURVEY AND THAT THERE HAVE BEEN NO CHANGES IN DIMENSIONS AND MARKINGS SINCE IT WAS SIGNED BY THE SURVEYOR **MORSE** FOR SURRENDER ON 22ND APRIL 1946.

INSTRUMENT FILED AS R157560  
 FROM FIELD AS BK 1587 NO. 342

See Note: The boundaries shown on this plan are based on the information provided by the landowner and should not be relied upon for legal purposes.

**General Conditions:**

- This plan is a preliminary plan and should not be relied upon for legal purposes.
- The boundaries shown on this plan are based on the information provided by the landowner and should not be relied upon for legal purposes.
- The landowner warrants that the information provided is true and correct to the best of their knowledge.
- This plan is subject to the provisions of the Land Transfer Act, 1952.
- The landowner warrants that the information provided is true and correct to the best of their knowledge.



WARNING: CONSULT AN ENGINEER OR SURVEYOR FOR ANY PROPOSED CONSTRUCTION WORK.

6/10/05

SPARKS HOLMORE LAWYERS GROUP

DP 49011

SHOWN AND ONLY

I hereby certify that I have examined the plan of the land shown on this plan and have found it to be correct and in accordance with the information provided to me by the landowner.

Surveyor

**SPARKS HOLMORE LAWYERS GROUP**

Chartered Accountants and Estate Agents

200-202, Market Street, Perth 6000

Perth (Western Australia)

Phone: (08) 9440 1000

Fax: (08) 9440 1001

Website: www.sparks-holmore.com.au

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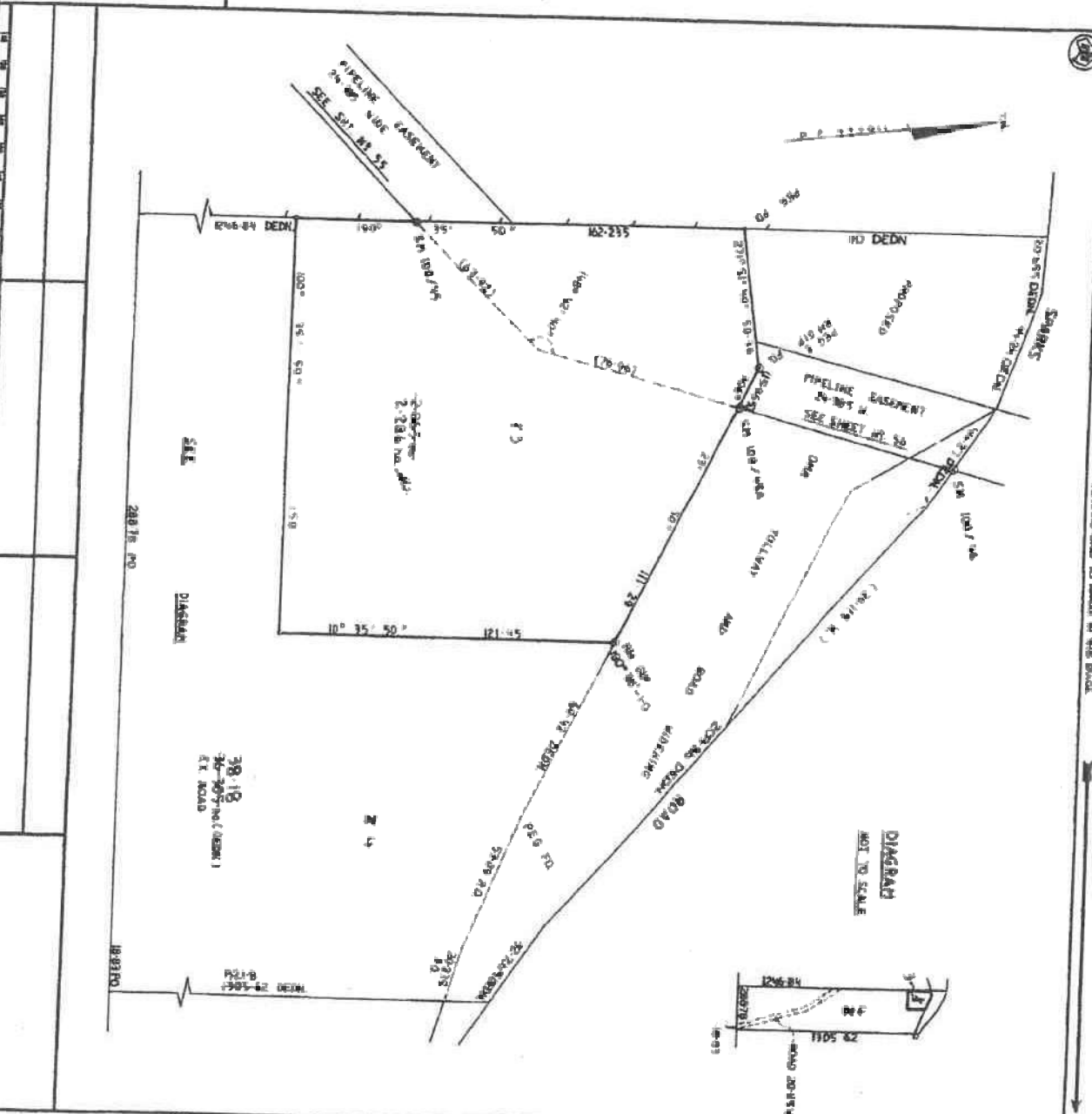
SPARKS HOLMORE LAWYERS GROUP

DR 49011 THE ROAD

10000

See Notes on the sheet only for the contents of the System and the  
 Reference to the map shall only

General Conditions:  
 1. The work shall be done in accordance with the specifications and drawings.  
 2. The contractor shall be responsible for obtaining all necessary permits.  
 3. The contractor shall be responsible for the safety of the work.  
 4. The contractor shall be responsible for the quality of the work.  
 5. The contractor shall be responsible for the completion of the work.



Vertical Curves on Roadway shall be in accordance with the

Scale

Surveyor's Signature

Official Seal

D P 499011

I certify that this is a true and correct copy of the original as shown to me by the Surveyor and that I have no objection to its use for the purposes intended.

Accepted and approved by the Surveyor

Checked by: [Signature]

Drawn by: [Signature]

Estimated by: [Signature]

System from: [Signature]

Number: [Signature]

Scale: [Signature]

Drawn by: [Signature]

Checked by: [Signature]

Drawn by: [Signature]

Checked by: [Signature]

Drawn by: [Signature]

Checked by: [Signature]

Drawn by: [Signature]

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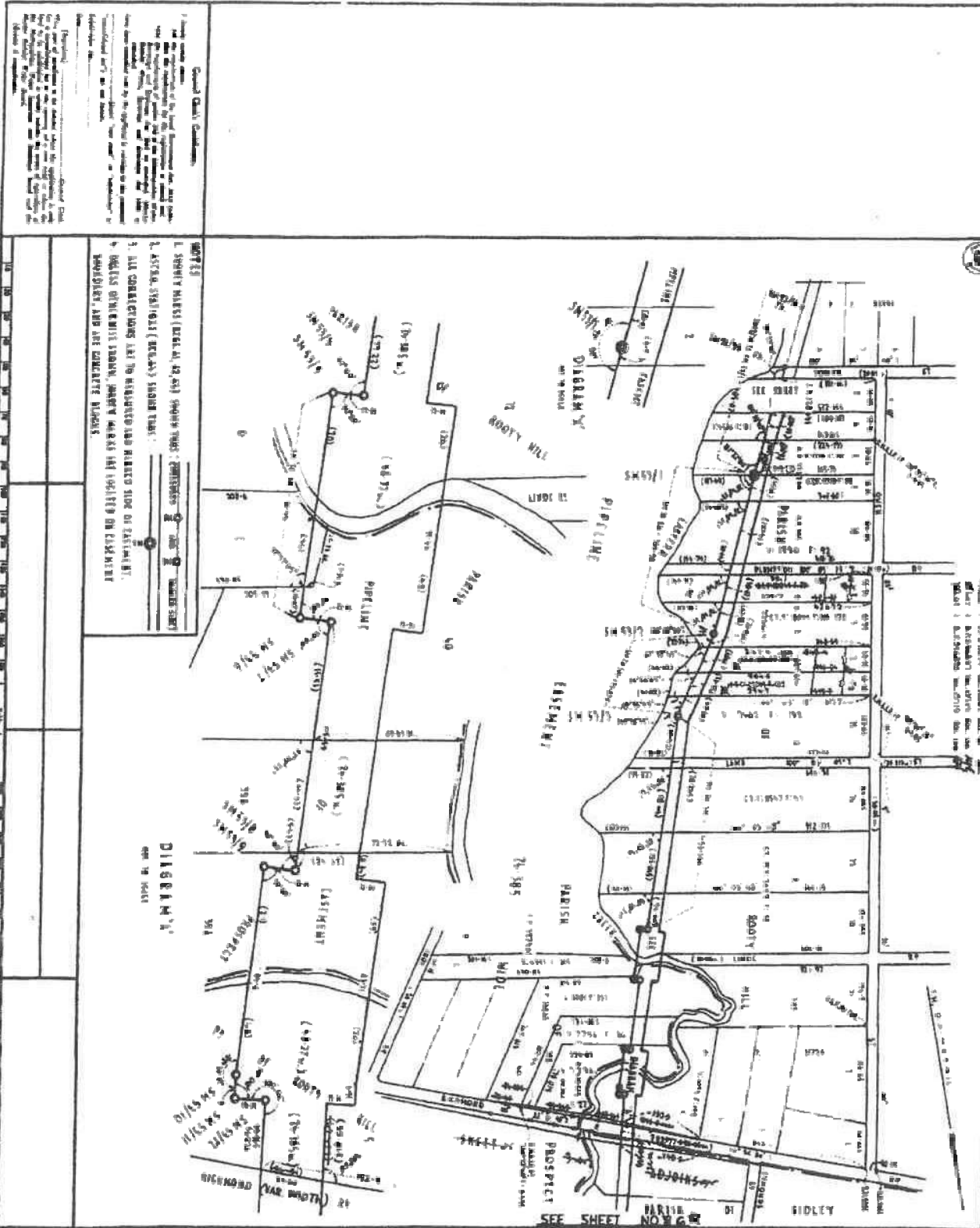
Db#68011 ZH1#195

2009011

INSTRUMENT FILED AS R539520  
 COPY FILED AS BN 1187 NO 742

SHEET 107

Substructure and ROAD ONLY



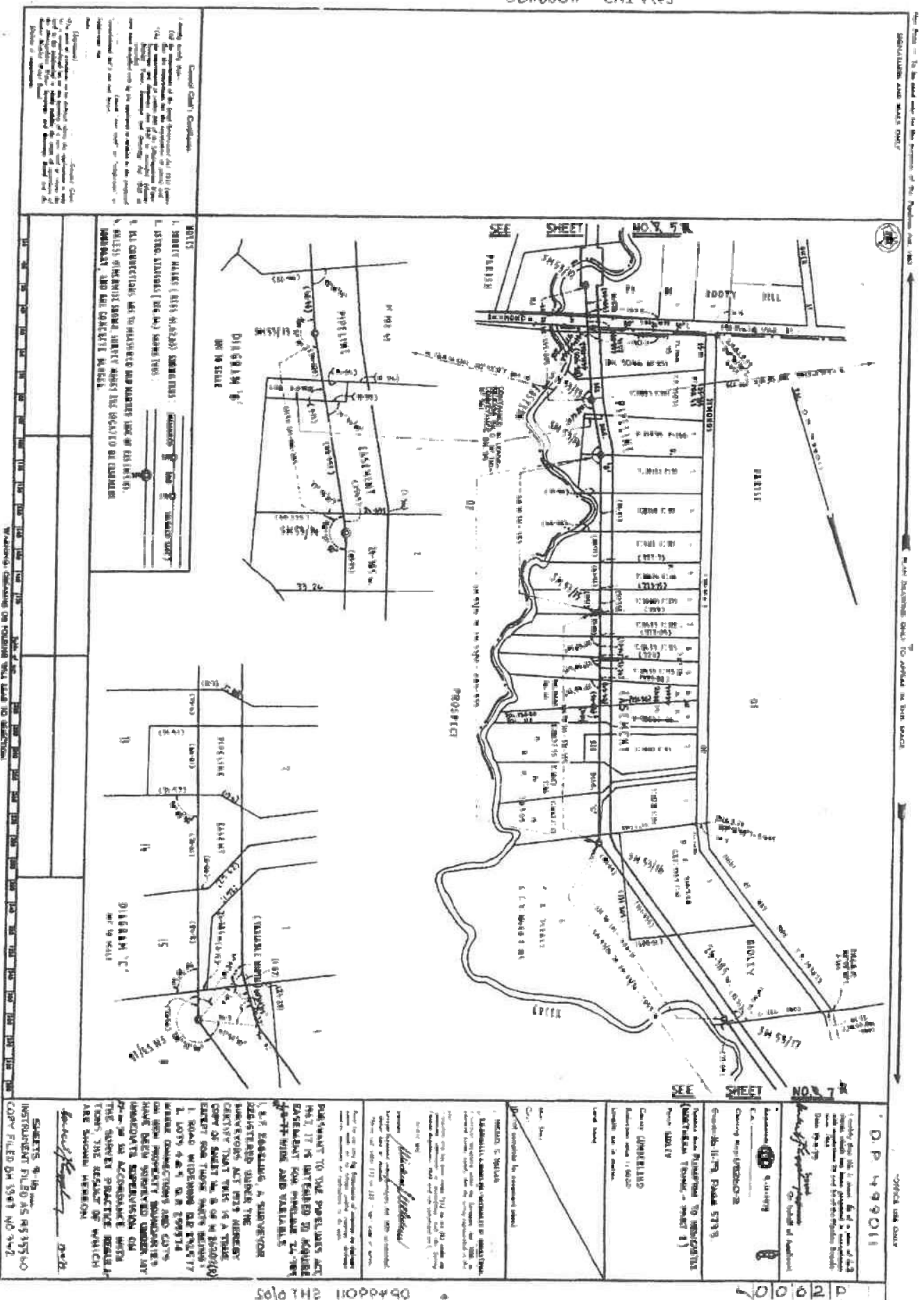
General Notes:  
 1. The substructure is to be constructed in accordance with the specifications of the Department of Transport and Main Roads.  
 2. The substructure is to be constructed in accordance with the specifications of the Department of Transport and Main Roads.  
 3. The substructure is to be constructed in accordance with the specifications of the Department of Transport and Main Roads.

WORKS:  
 1. SHORTY MURIEL (AREA 14, 24, 34) ROAD TYPED CONCRETE  
 2. ASTRA (AREA 14, 24, 34) ROAD TYPED  
 3. ALL CONNECTIONS ARE TO BE MADE TO THE EXISTING SIDE OF THE ROAD.  
 4. ALL CONNECTIONS ARE TO BE MADE TO THE EXISTING SIDE OF THE ROAD.  
 5. ALL CONNECTIONS ARE TO BE MADE TO THE EXISTING SIDE OF THE ROAD.

DILGEM  
 400 M ROAD

D.P. 499011  
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 5. The substructure is to be constructed in accordance with the specifications of the Department of Transport and Main Roads.



**NOTES**

- 1. SUBMIT MAINT. (KESK. 90.0000) KORTTILUUT.
- 2. LÄSKÄRY (KESK. 90.0000) KORTTILUUT.
- 3. KAI. KORTTILUUT. KAI. TO. KORTTILUUT. KAI. TO. KORTTILUUT.
- 4. MAKSU. KORTTILUUT. KAI. TO. KORTTILUUT. KAI. TO. KORTTILUUT.

Wastings. Clearing on ground will lead to reduction.

D.P. 49011

Geometric design of the road and its surroundings. The design is based on the ground conditions and the requirements of the traffic and the environment. The design is in accordance with the standards and regulations of the Finnish Road Design Code (SRD) and the Finnish Road Construction Code (SRK).

1. ROAD WIDTHENING AND CURVES

2. ROAD CROSSINGS AND DRAINAGE

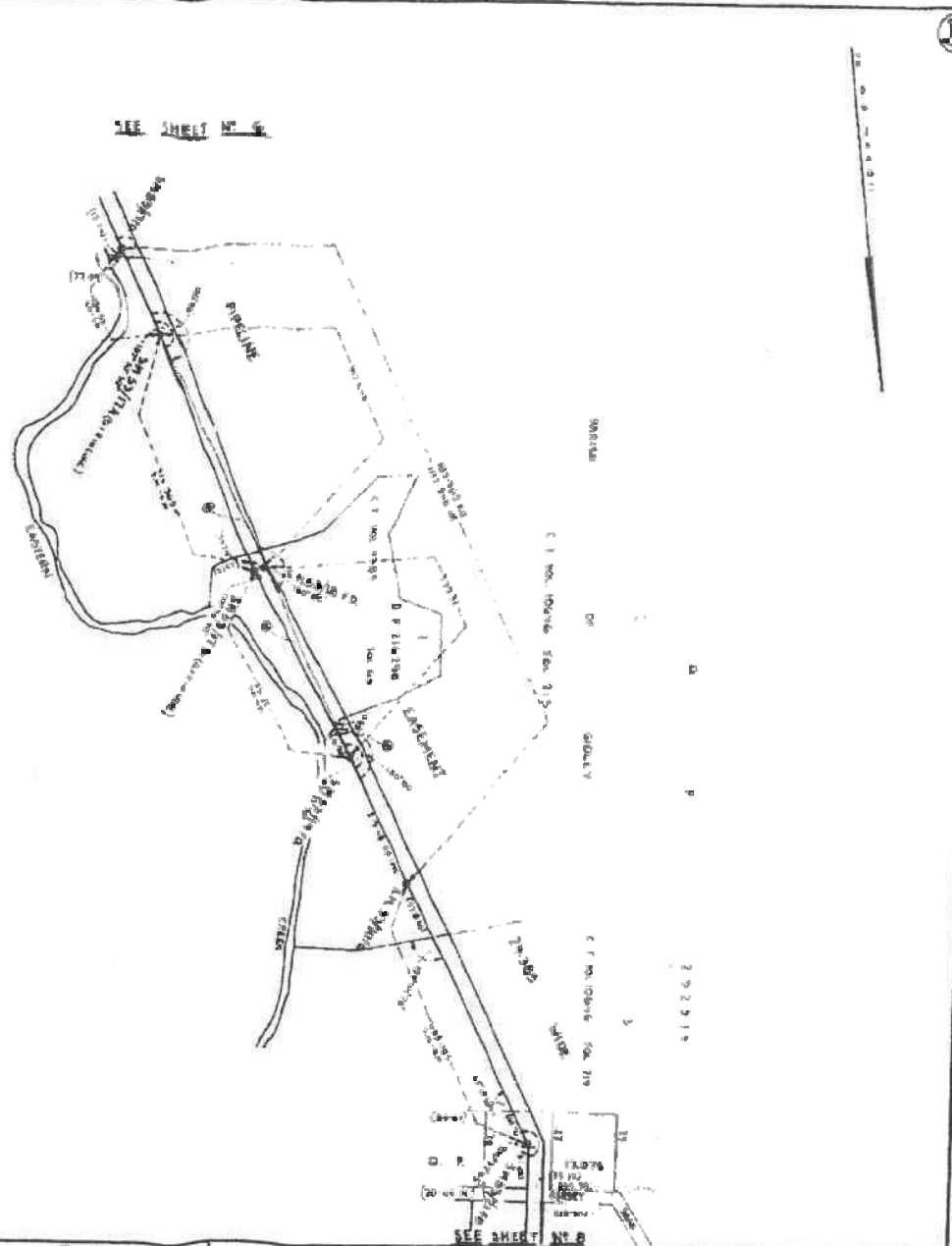
3. ROAD LIGHTING AND SIGNAGE

4. ROAD SAFETY AND SECURITY

5. ROAD ENVIRONMENT AND LANDSCAPE

6. ROAD INFRASTRUCTURE AND UTILITIES





**Client's Declaration**  
 I, the undersigned, being the owner of the land shown on this plan, do hereby declare that the information given to me by the surveyor is true and correct and that I have read and understood the conditions of the contract of survey and have agreed to be bound by the provisions contained therein.

**Notes**  
 1. Survey of the land shown on this plan.  
 2. All easements shown on this plan are in accordance with the provisions of the Survey Act 1988.  
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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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**DR 499011**  
 I hereby declare that the information given to me by the surveyor is true and correct and that I have read and understood the conditions of the contract of survey and have agreed to be bound by the provisions contained therein.

**Notes**  
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 10. All easements shown on this plan are in accordance with the provisions of the Survey Act 1988.

SALE THE 110PP+94

Submittal sheet SHALL ONLY

**General Note:**  
 This plan is submitted in accordance with the provisions of the Public Act 1970, Chapter 100, Section 1001, which requires that all plans for the construction of a public utility be submitted to the Department of Transportation for review and approval. The Department of Transportation reserves the right to require the applicant to provide additional information or to require the applicant to modify the plan in accordance with the provisions of the Public Act 1970, Chapter 100, Section 1001.

**Notes:**  
 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC ACT 1970, CHAPTER 100, SECTION 1001.  
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 3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE PUBLIC ACT 1970, CHAPTER 100, SECTION 1001.



<p><b>DEPARTMENT OF TRANSPORTATION</b>          PUBLIC WORKS DIVISION          100 NORTH CALVERT STREET          BALTIMORE, MARYLAND 21202</p>	<p><b>PROJECT INFORMATION</b>          PROJECT NO. 11-79 (REV. 5/73)          SHEET NO. 11-79 (REV. 5/73)          DRAWING NO. 11-79 (REV. 5/73)</p>	<p><b>DATE</b>          11-79 (REV. 5/73)</p>	<p><b>SCALE</b>          AS SHOWN</p>	<p><b>DESIGNER</b>          SPARKS BALTIMORE LAWYERS</p>	<p><b>APPROVED</b>          [Signature]</p>
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INSTRUMENT FILED AS 11-79 (REV. 5/73)  
 COPY FILED AS BK 11-79 (REV. 5/73)

SALE THE 110PP+94

DBRDD011 2H1 015

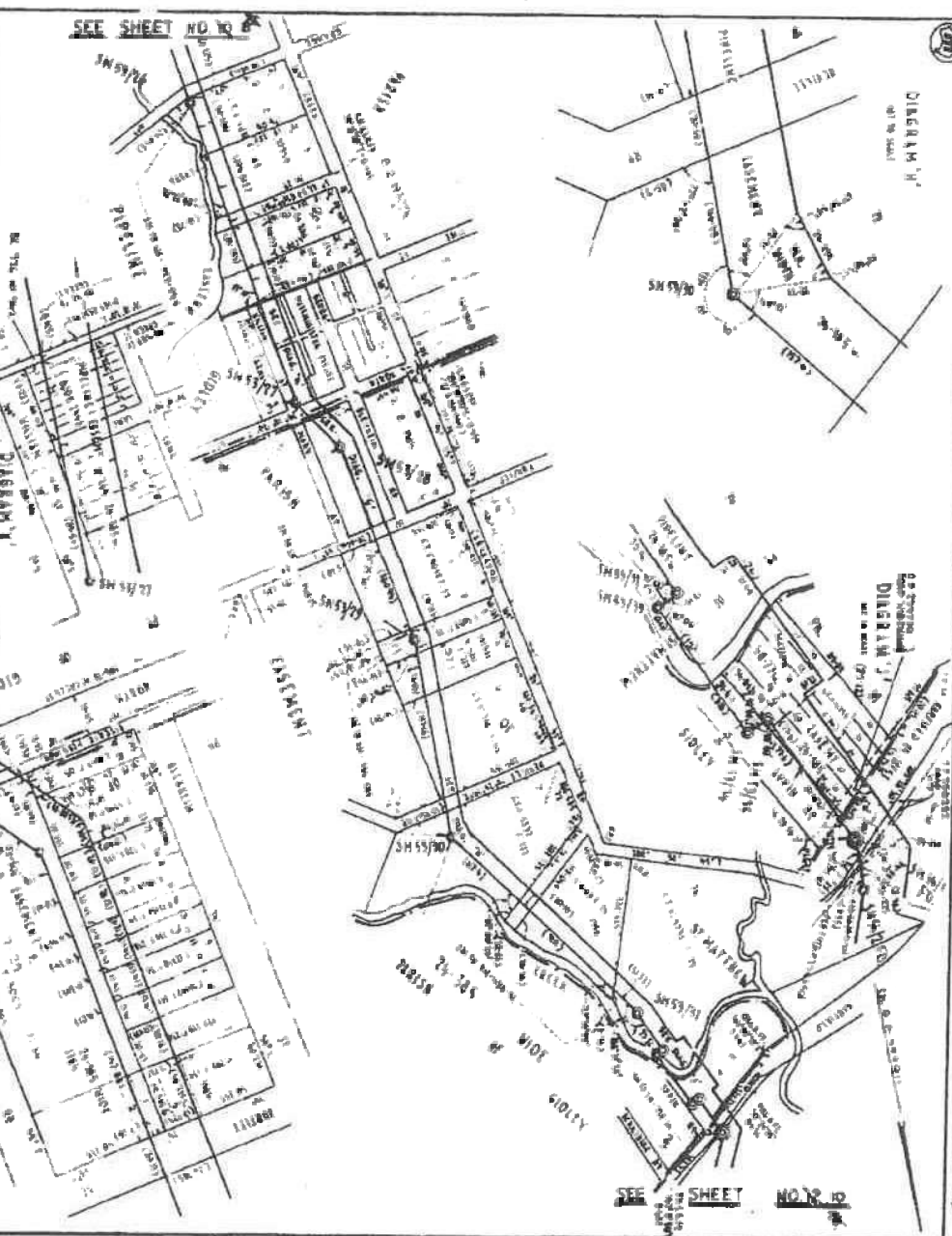
Scale: 1" = 100' (Horizontal) and 1" = 20' (Vertical)

**General Notes:**  
 1. All work shall be in accordance with the latest edition of the Standard Specifications for Road and Bridge Construction, as published by the Department of Transportation.  
 2. The Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.  
 3. The Contractor shall maintain access to all existing utilities and structures at all times.  
 4. The Contractor shall be responsible for the protection and preservation of all existing trees and vegetation.  
 5. The Contractor shall be responsible for the removal and disposal of all debris and waste materials.  
 6. The Contractor shall be responsible for the maintenance of all traffic control devices and signs.  
 7. The Contractor shall be responsible for the maintenance of all safety barriers and guardrails.  
 8. The Contractor shall be responsible for the maintenance of all drainage structures and systems.  
 9. The Contractor shall be responsible for the maintenance of all lighting systems.  
 10. The Contractor shall be responsible for the maintenance of all other structures and facilities.

**NOTES:**  
 1. SHORT MATTS (SEE PLAN 42.43) SHALL BE USED TO PROTECT ALL EXISTING UTILITIES AND STRUCTURES FROM DAMAGE DURING CONSTRUCTION.  
 2. ALL CONNECTIONS ARE TO BE MADE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.  
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**Diagram 1:**  
 A detailed plan view of a road intersection and surrounding area. It shows a grid of streets including Main St, 1st St, 2nd St, 3rd St, 4th St, 5th St, 6th St, 7th St, 8th St, 9th St, 10th St, 11th St, 12th St, 13th St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St. It also shows various utility lines, structures, and construction details.



**Diagram 2:**  
 A large-scale plan view of a road network. It shows a grid of streets including Main St, 1st St, 2nd St, 3rd St, 4th St, 5th St, 6th St, 7th St, 8th St, 9th St, 10th St, 11th St, 12th St, 13th St, 14th St, 15th St, 16th St, 17th St, 18th St, 19th St, 20th St, 21st St, 22nd St, 23rd St, 24th St, 25th St, 26th St, 27th St, 28th St, 29th St, 30th St, 31st St, 32nd St, 33rd St, 34th St, 35th St, 36th St, 37th St, 38th St, 39th St, 40th St, 41st St, 42nd St, 43rd St, 44th St, 45th St, 46th St, 47th St, 48th St, 49th St, 50th St. It also shows various utility lines, structures, and construction details.

D.P. 499011

1. I hereby certify that this is a true and correct copy of the original as shown on the drawings and specifications for the project.  
 Date: 12/15/15  
 Signature: [Signature]  
 Title: [Title]

Contract No: 049011-1  
 Project No: 049011-1  
 Revision: 02  
 Date: 12/15/15

Contract: 049011-1  
 Revision: 02  
 Date: 12/15/15

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 Revision: 02  
 Date: 12/15/15

Contract: 049011-1  
 Revision: 02  
 Date: 12/15/15

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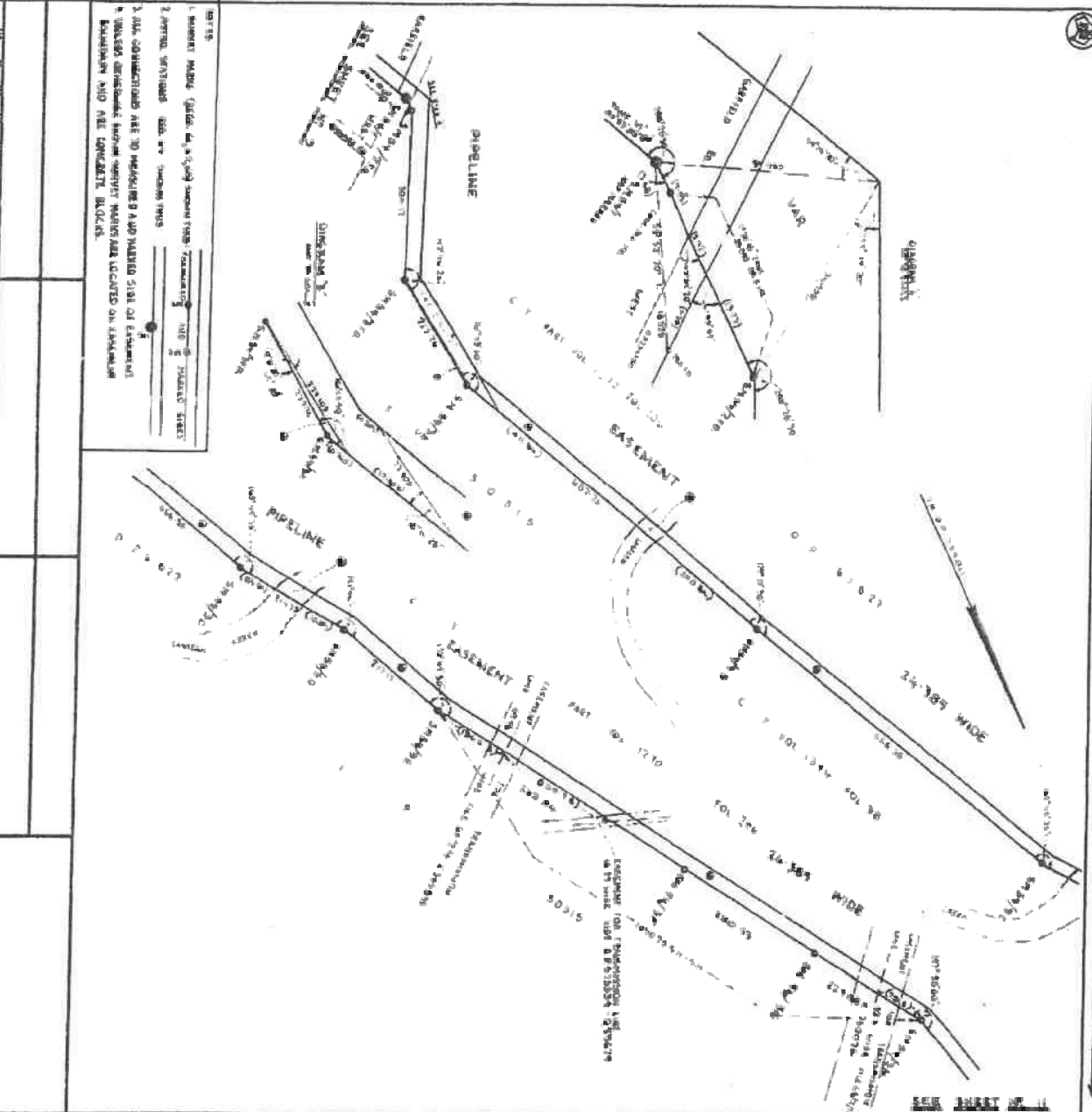
12/15/15

See Note - To be used only for the purpose of the Hydrographic Chart. Not to be used for navigation.

56101782 1104949

Req:R028034 /Doc:DP 0499011 P /Rev:DP-Oct-2001 /Sta:BD-OK /Pct:20-Jan-2016 18:25 /Pg:ALL /Seq:10 of 60  
 Ref:Sparky Helmors Lawyers /Zc:R/B

**General Notes:**  
 1. This plan shows the proposed layout of the proposed works and is not to be used for construction purposes.  
 2. The proposed works shall be carried out in accordance with the conditions of the relevant permits.  
 3. The proposed works shall be carried out in accordance with the relevant legislation and regulations.  
 4. The proposed works shall be carried out in accordance with the relevant standards and codes of practice.  
 5. The proposed works shall be carried out in accordance with the relevant safety requirements.



**DP 499011**

**Client:** [Name]

**Project:** [Name]

**Location:** [Address]

**Scale:** 1:100

**Date:** 2016-01-20

**Drawn by:** [Name]

**Checked by:** [Name]

**Approved by:** [Name]

**Notes:**

- 1. This plan shows the proposed layout of the proposed works and is not to be used for construction purposes.
- 2. The proposed works shall be carried out in accordance with the conditions of the relevant permits.
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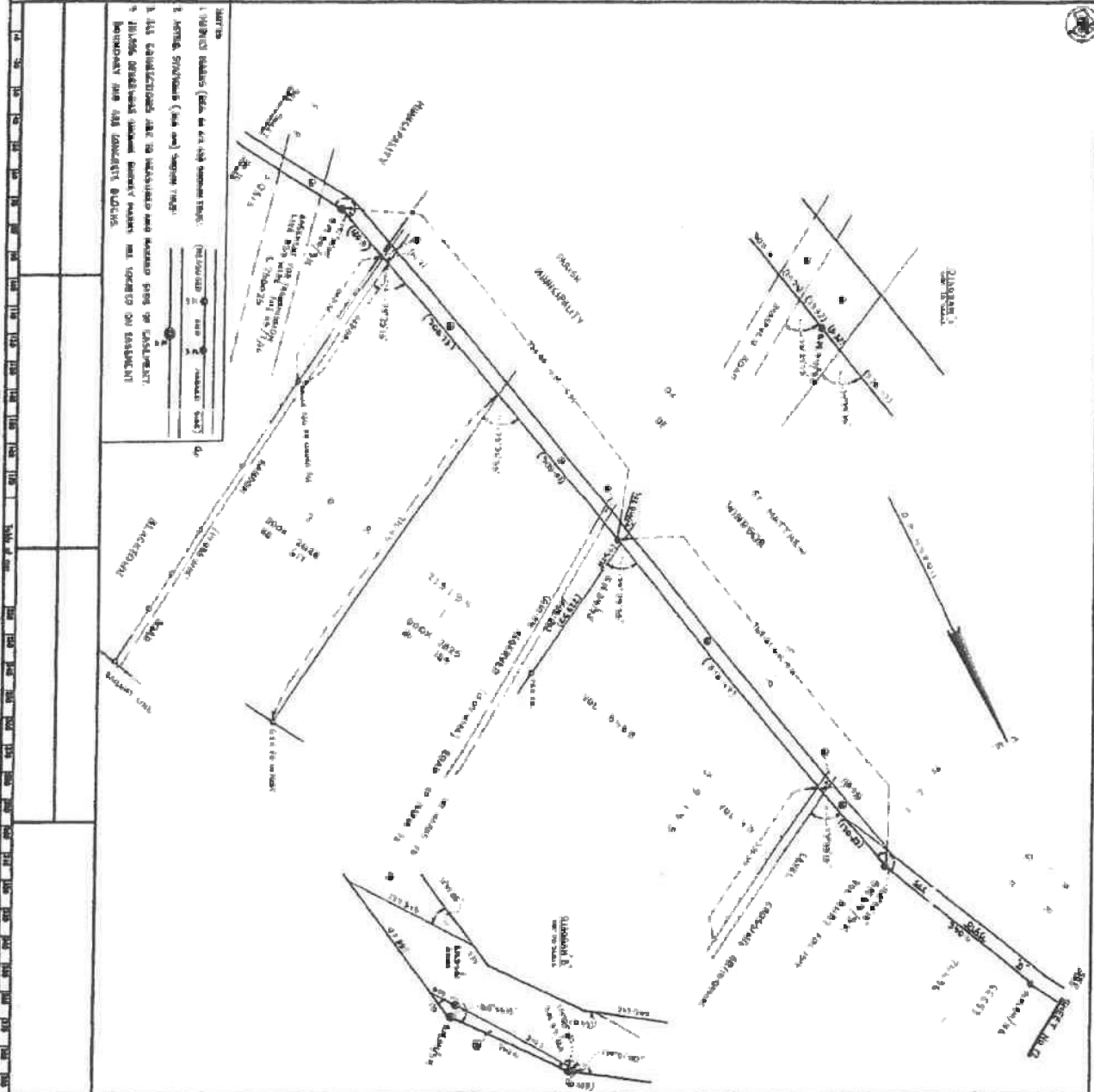
0499011 2410195

Scale: 1:100  
 North Arrow  
 Date: 2016-01-20  
 Project: [Name]  
 Client: [Name]  
 Location: [Address]

Not to be used only for the purpose of the original use, but  
 Engineering Job Book Only

**General Notes:**

1. Verify all dimensions of the proposed layout with the owner and the contractor before construction.
2. All construction shall be in accordance with the approved plans and specifications.
3. All construction shall be in accordance with the approved plans and specifications.
4. All construction shall be in accordance with the approved plans and specifications.
5. All construction shall be in accordance with the approved plans and specifications.

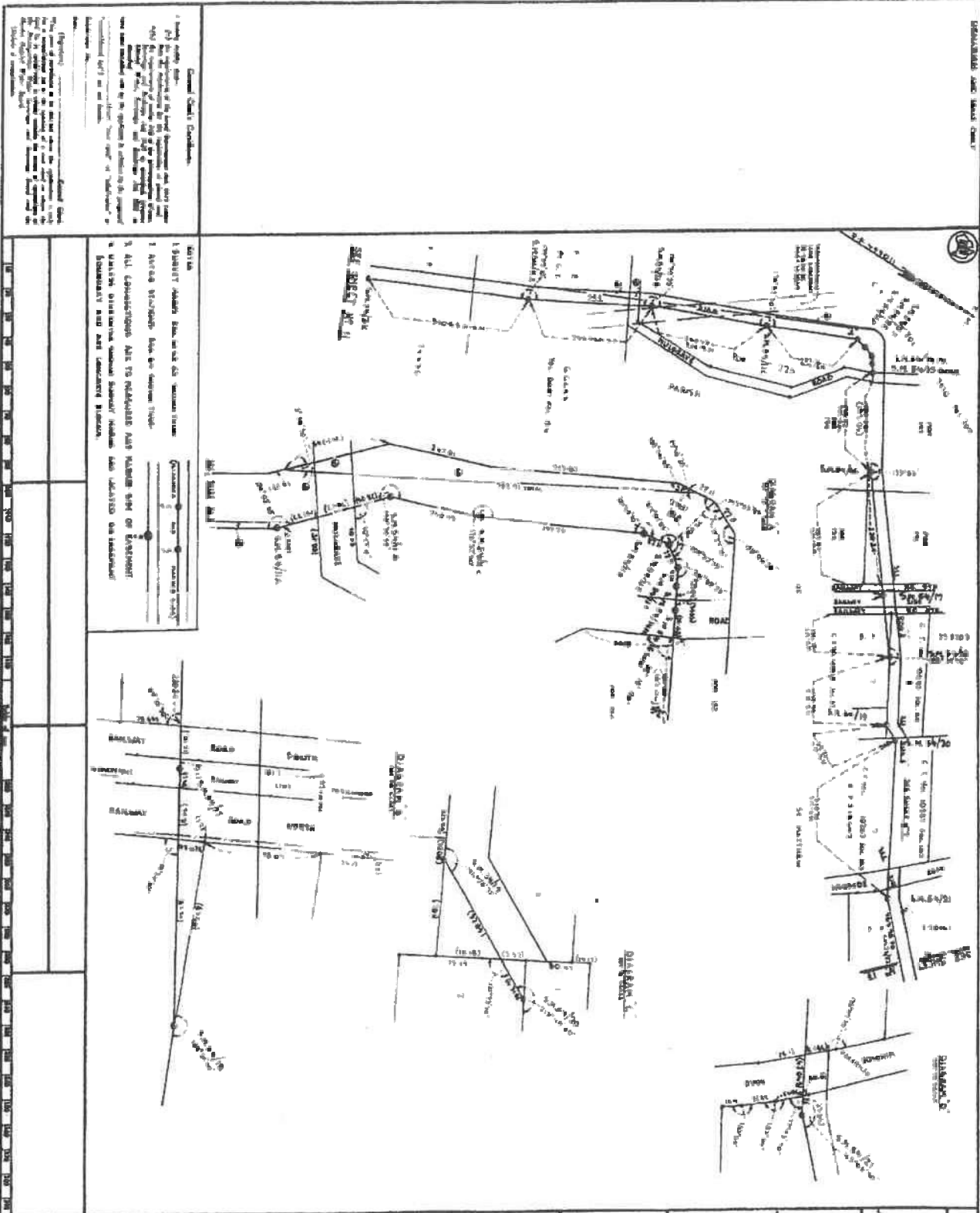


**REVISIONS:**

NO.	DATE	DESCRIPTION
1	05/10/01	ISSUED FOR PERMIT
2	08/15/01	REVISED PER PERMIT COMMENTS
3	10/20/01	REVISED PER PERMIT COMMENTS
4	12/15/01	REVISED PER PERMIT COMMENTS
5	01/10/02	REVISED PER PERMIT COMMENTS
6	03/15/02	REVISED PER PERMIT COMMENTS
7	05/20/02	REVISED PER PERMIT COMMENTS
8	08/25/02	REVISED PER PERMIT COMMENTS
9	11/30/02	REVISED PER PERMIT COMMENTS
10	02/05/03	REVISED PER PERMIT COMMENTS
11	04/10/03	REVISED PER PERMIT COMMENTS
12	06/15/03	REVISED PER PERMIT COMMENTS
13	08/20/03	REVISED PER PERMIT COMMENTS
14	11/25/03	REVISED PER PERMIT COMMENTS
15	02/28/04	REVISED PER PERMIT COMMENTS
16	05/03/04	REVISED PER PERMIT COMMENTS
17	07/08/04	REVISED PER PERMIT COMMENTS
18	09/12/04	REVISED PER PERMIT COMMENTS
19	11/17/04	REVISED PER PERMIT COMMENTS
20	01/21/05	REVISED PER PERMIT COMMENTS
21	03/25/05	REVISED PER PERMIT COMMENTS
22	05/29/05	REVISED PER PERMIT COMMENTS
23	08/02/05	REVISED PER PERMIT COMMENTS
24	10/06/05	REVISED PER PERMIT COMMENTS
25	12/10/05	REVISED PER PERMIT COMMENTS
26	02/14/06	REVISED PER PERMIT COMMENTS
27	04/18/06	REVISED PER PERMIT COMMENTS
28	06/22/06	REVISED PER PERMIT COMMENTS
29	08/26/06	REVISED PER PERMIT COMMENTS
30	11/30/06	REVISED PER PERMIT COMMENTS
31	02/03/07	REVISED PER PERMIT COMMENTS
32	04/07/07	REVISED PER PERMIT COMMENTS
33	06/11/07	REVISED PER PERMIT COMMENTS
34	08/15/07	REVISED PER PERMIT COMMENTS
35	10/19/07	REVISED PER PERMIT COMMENTS
36	12/23/07	REVISED PER PERMIT COMMENTS
37	02/27/08	REVISED PER PERMIT COMMENTS
38	04/30/08	REVISED PER PERMIT COMMENTS
39	07/04/08	REVISED PER PERMIT COMMENTS
40	09/07/08	REVISED PER PERMIT COMMENTS
41	11/11/08	REVISED PER PERMIT COMMENTS
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46	09/29/09	REVISED PER PERMIT COMMENTS
47	11/30/09	REVISED PER PERMIT COMMENTS
48	02/02/10	REVISED PER PERMIT COMMENTS
49	04/06/10	REVISED PER PERMIT COMMENTS
50	06/10/10	REVISED PER PERMIT COMMENTS
51	08/14/10	REVISED PER PERMIT COMMENTS
52	10/18/10	REVISED PER PERMIT COMMENTS
53	12/22/10	REVISED PER PERMIT COMMENTS
54	02/25/11	REVISED PER PERMIT COMMENTS
55	04/29/11	REVISED PER PERMIT COMMENTS
56	06/30/11	REVISED PER PERMIT COMMENTS
57	09/03/11	REVISED PER PERMIT COMMENTS
58	11/06/11	REVISED PER PERMIT COMMENTS
59	01/09/12	REVISED PER PERMIT COMMENTS
60	03/13/12	REVISED PER PERMIT COMMENTS
61	05/16/12	REVISED PER PERMIT COMMENTS
62	07/20/12	REVISED PER PERMIT COMMENTS
63	09/23/12	REVISED PER PERMIT COMMENTS
64	11/27/12	REVISED PER PERMIT COMMENTS
65	01/30/13	REVISED PER PERMIT COMMENTS
66	03/05/13	REVISED PER PERMIT COMMENTS
67	05/08/13	REVISED PER PERMIT COMMENTS
68	07/11/13	REVISED PER PERMIT COMMENTS
69	09/14/13	REVISED PER PERMIT COMMENTS
70	11/17/13	REVISED PER PERMIT COMMENTS
71	01/21/14	REVISED PER PERMIT COMMENTS
72	03/24/14	REVISED PER PERMIT COMMENTS
73	05/27/14	REVISED PER PERMIT COMMENTS
74	07/31/14	REVISED PER PERMIT COMMENTS
75	10/03/14	REVISED PER PERMIT COMMENTS
76	12/06/14	REVISED PER PERMIT COMMENTS
77	02/10/15	REVISED PER PERMIT COMMENTS
78	04/13/15	REVISED PER PERMIT COMMENTS
79	06/16/15	REVISED PER PERMIT COMMENTS
80	08/19/15	REVISED PER PERMIT COMMENTS
81	10/22/15	REVISED PER PERMIT COMMENTS
82	12/26/15	REVISED PER PERMIT COMMENTS
83	02/28/16	REVISED PER PERMIT COMMENTS
84	04/30/16	REVISED PER PERMIT COMMENTS
85	06/30/16	REVISED PER PERMIT COMMENTS
86	08/31/16	REVISED PER PERMIT COMMENTS
87	10/31/16	REVISED PER PERMIT COMMENTS
88	12/31/16	REVISED PER PERMIT COMMENTS
89	01/31/17	REVISED PER PERMIT COMMENTS
90	03/31/17	REVISED PER PERMIT COMMENTS
91	05/31/17	REVISED PER PERMIT COMMENTS
92	07/31/17	REVISED PER PERMIT COMMENTS
93	09/30/17	REVISED PER PERMIT COMMENTS
94	11/30/17	REVISED PER PERMIT COMMENTS
95	01/31/18	REVISED PER PERMIT COMMENTS
96	03/31/18	REVISED PER PERMIT COMMENTS
97	05/31/18	REVISED PER PERMIT COMMENTS
98	07/31/18	REVISED PER PERMIT COMMENTS
99	09/30/18	REVISED PER PERMIT COMMENTS
100	11/30/18	REVISED PER PERMIT COMMENTS

SPRINT 48 000

This drawing is to be used only for the purposes of the Station and not for any other purpose.  
 INFORMATIONAL AND NOT LEGAL ADVICE



1. This drawing is a plan view of the land shown and does not show any other features. It is intended to show the boundaries and areas of the land shown and is not to be used for any other purpose. It is not to be used as evidence in any court of law.

2. The boundaries shown on this drawing are based on the survey conducted on 15/12/2001 and are subject to any corrections that may be required.

3. All measurements are in meters unless otherwise stated.

4. The bearings are given in degrees, minutes and seconds.

5. The distances are given in meters.

6. The drawing is to be used only for the purposes of the Station and not for any other purpose.

7. The drawing is not to be used as evidence in any court of law.

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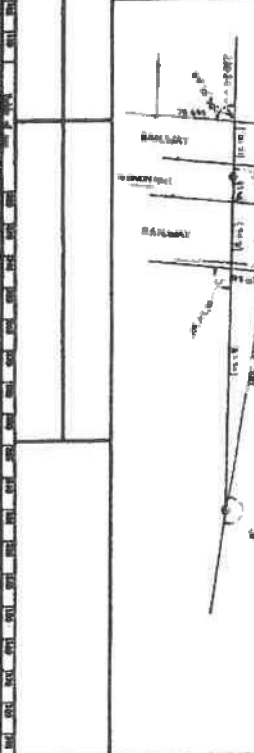
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5. The distances are given in meters.

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7. The drawing is not to be used as evidence in any court of law.



D P 499011  
 SHEETS 1513/03

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3. All measurements are in meters unless otherwise stated.

4. The bearings are given in degrees, minutes and seconds.

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D P 499011 SHEETS 1513/03

This plan is to be used only for the purposes of the Survey and shall not be used for any other purpose without the written consent of the Surveyor.

General Notes:  
 1. All measurements are in feet and inches.  
 2. All bearings are true bearings.  
 3. All connections are to be made as shown.  
 4. All easements are to be shown and recorded.  
 5. All easements are to be shown and recorded.  
 6. All easements are to be shown and recorded.

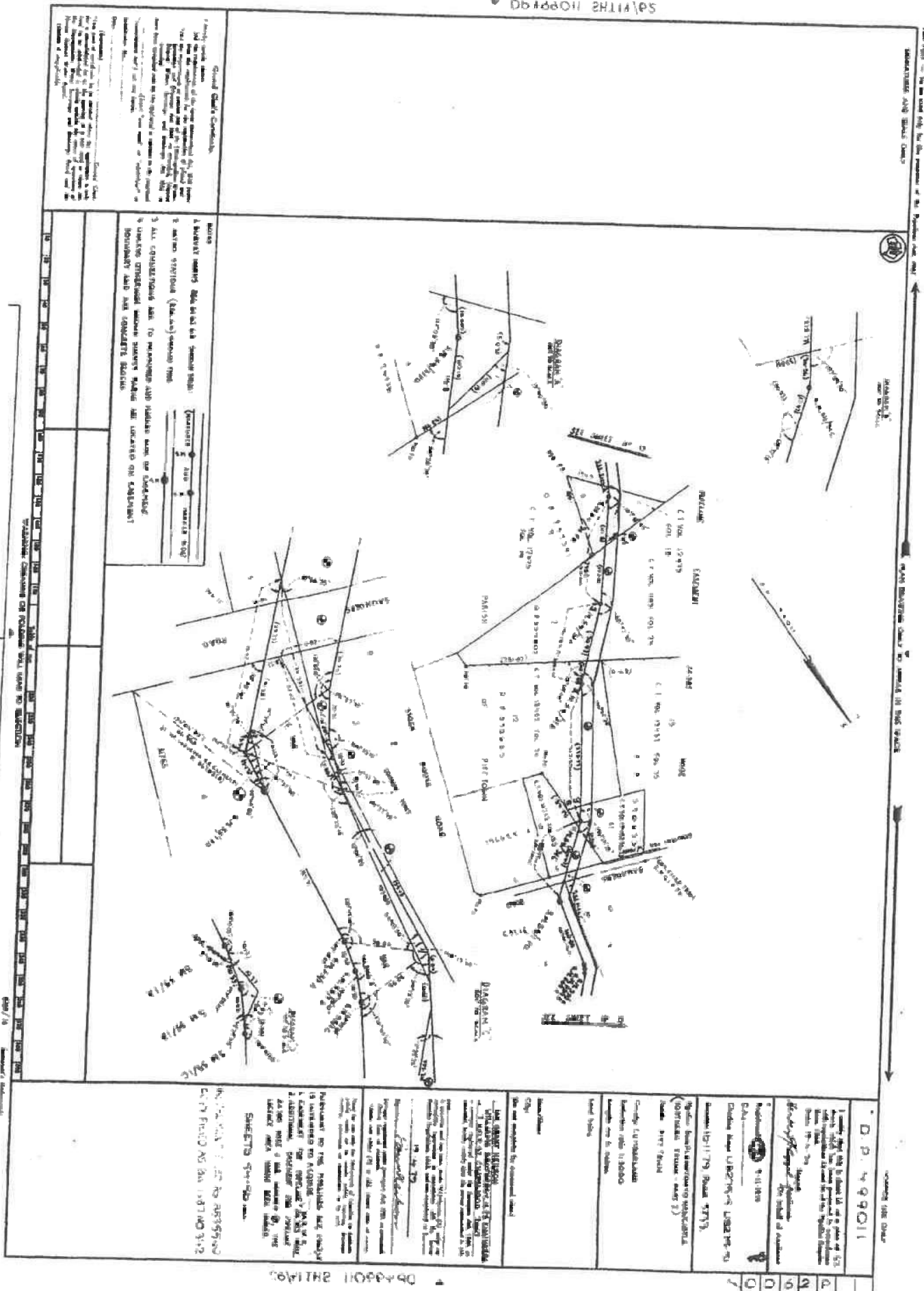
NOTES:  
 1. SURVEY MADE IN ACCORDANCE WITH THE SURVEYING ACT, 1971.  
 2. ALL MEASUREMENTS ARE TO BE MADE AS SHOWN.  
 3. ALL CONNECTIONS ARE TO BE MADE AS SHOWN.  
 4. ALL EASEMENTS ARE TO BE SHOWN AND RECORDED.  
 5. ALL EASEMENTS ARE TO BE SHOWN AND RECORDED.  
 6. ALL EASEMENTS ARE TO BE SHOWN AND RECORDED.



INSTRUMENT FILED AS 87555-00  
 COPY FILED AS BM 3187 NO 3-42  
 DATE: 18 OCT 1974  
 SURVEYOR: [Signature]

D.P. 499011  
 1. This plan is to be used only for the purposes of the Survey and shall not be used for any other purpose without the written consent of the Surveyor.  
 2. All measurements are in feet and inches.  
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 4. All connections are to be made as shown.  
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 6. All easements are to be shown and recorded.  
 7. All easements are to be shown and recorded.

Db: 46011 2H11A\ES



General Conditions:  
 1. This plan is made for the purpose of showing the boundaries of the land shown therein and the position of the boundaries of the land shown therein and is not to be taken as a statement of title or as a guarantee of the accuracy of the boundaries shown therein.

1. Boundary survey made in accordance with the provisions of the Survey Act, 1930, and the provisions of the Survey Regulations, 1931.
2. All measurements were taken in accordance with the provisions of the Survey Act, 1930, and the provisions of the Survey Regulations, 1931.
3. All measurements were taken in accordance with the provisions of the Survey Act, 1930, and the provisions of the Survey Regulations, 1931.

Vertical Contours on Horizontal Scale 1:200

Scale of Horizontal Scale 1:200

D.P. 499011

1. Survey done by Sparks Balzora Lawyers in accordance with the provisions of the Survey Act, 1930, and the provisions of the Survey Regulations, 1931, for the purpose of showing the boundaries of the land shown therein and the position of the boundaries of the land shown therein and is not to be taken as a statement of title or as a guarantee of the accuracy of the boundaries shown therein.

Sparks Balzora Lawyers  
 100, Market Street, Durban  
 Durban, Natal  
 Natal, South Africa

Project: 499011-2001  
 Date: 10/10/2001  
 Scale: 1:200  
 Sheet: 14 of 62

City: Durban  
 District: Durban  
 Region: Natal

Map Sheet: 1:200  
 Sheet No: 14 of 62

Vertical Contours on Horizontal Scale 1:200

Scale of Horizontal Scale 1:200

Scale of Horizontal Scale 1:200

Scale of Horizontal Scale 1:200

Scale of Horizontal Scale 1:200

Scale of Horizontal Scale 1:200

Scale of Horizontal Scale 1:200

4 Db: 46011 2H11A\ES



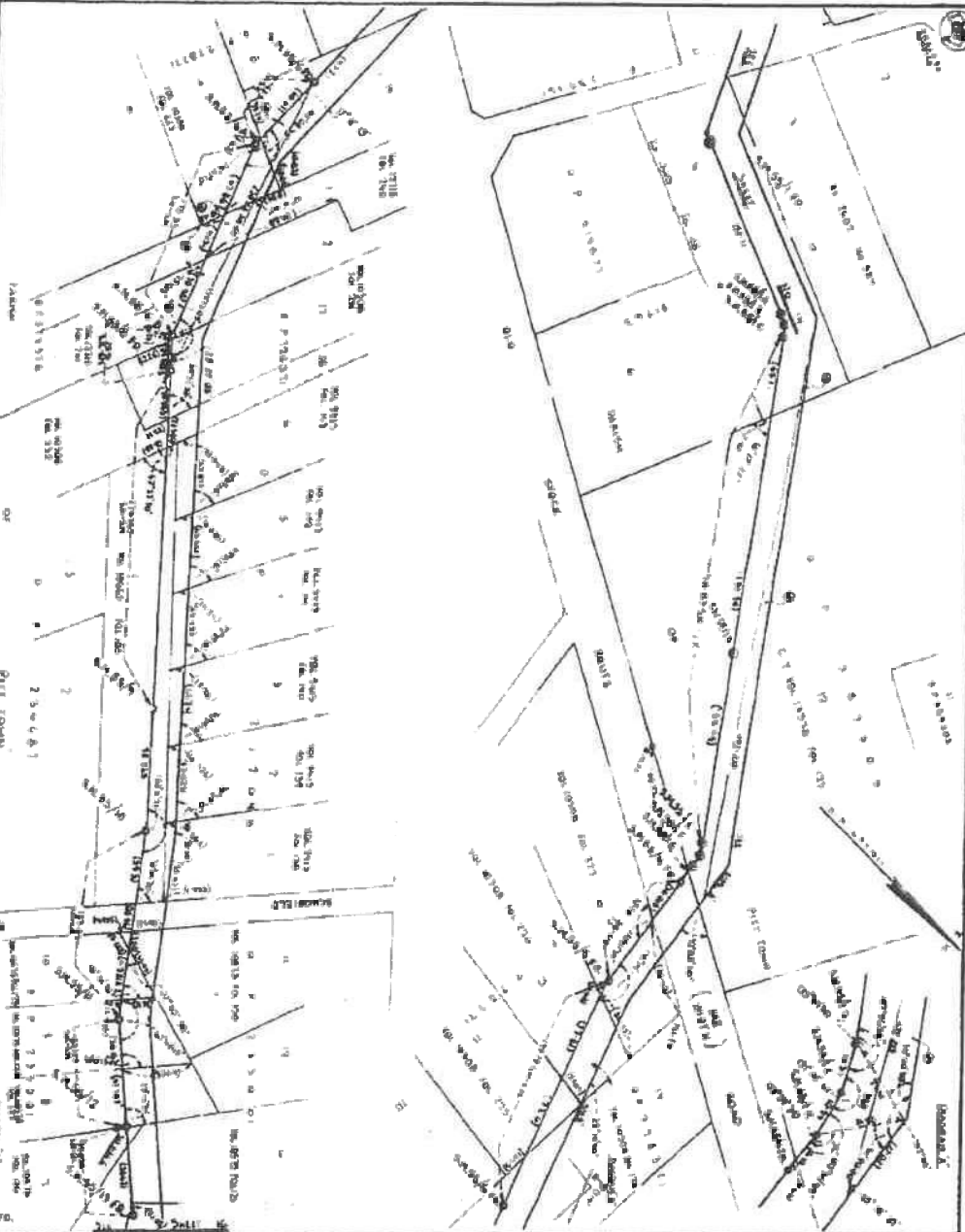
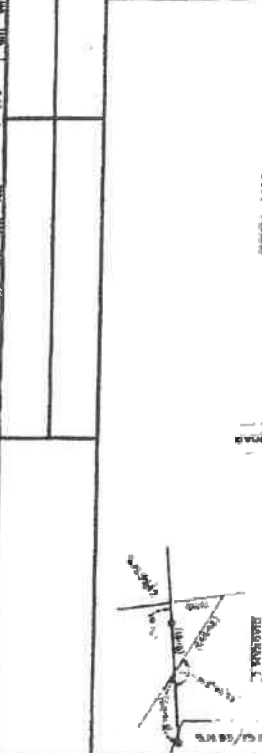
Submittal sheet only

Scale 1:1000

Office Use Only

**Client's Conditions**  
 1. The client is not responsible for the accuracy of the information provided in this plan.  
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**Notes**  
 1. Survey marks (see map) shown there.  
 2. All construction and to be shown and marked with the location of the proposed boundary and the proposed structure.  
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**Notes**  
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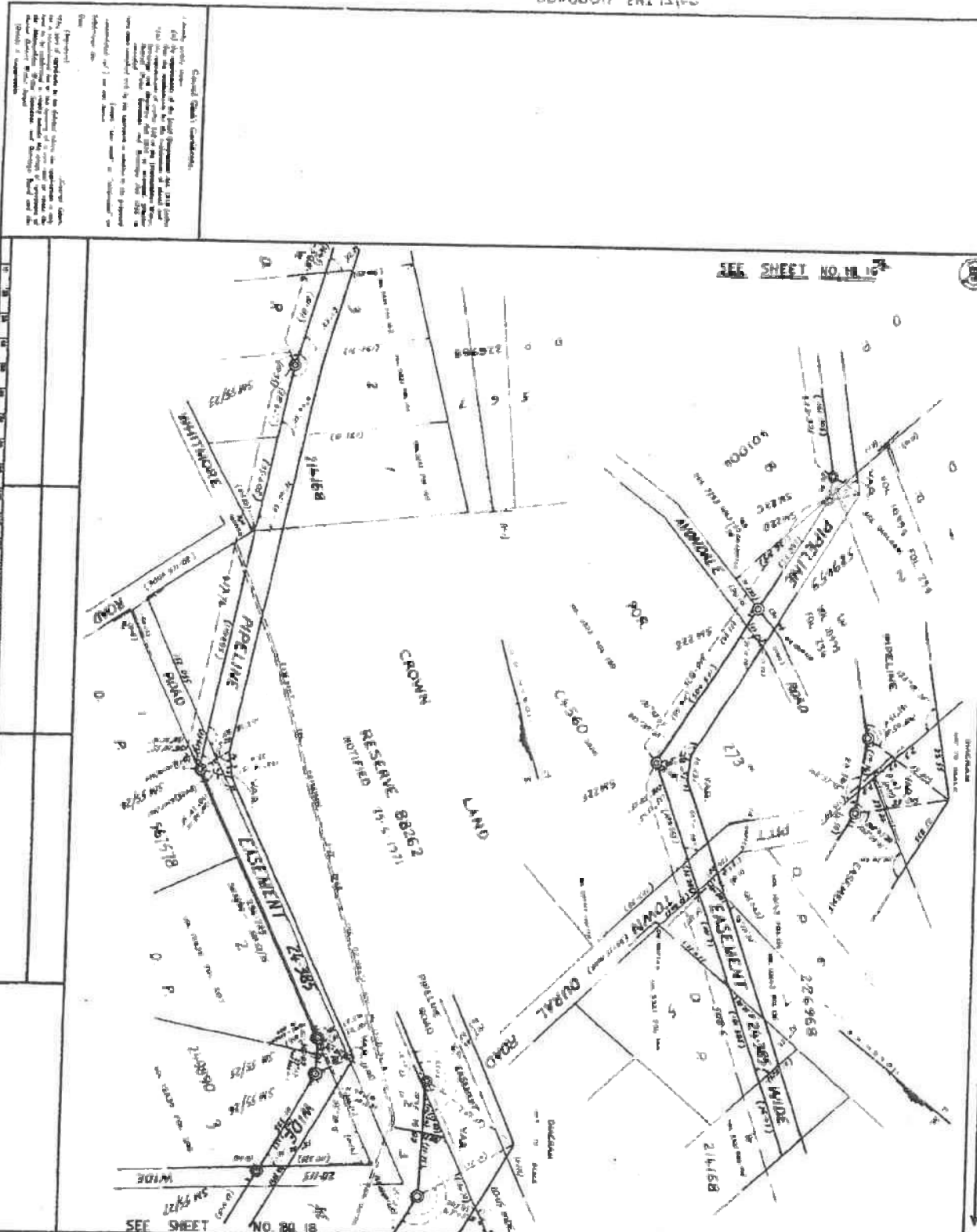
Vertical Curvature Correction SHALL BE USED BY ENGINEER

DATE: 10/10/01

15



Plan Form - To be used only for the purpose of the Plan and not for any other purpose.



General Notes:  
 1. The boundaries of the land shown on this plan are based on the information provided to the Surveyor.  
 2. The Surveyor is not responsible for the accuracy of the information provided to him.  
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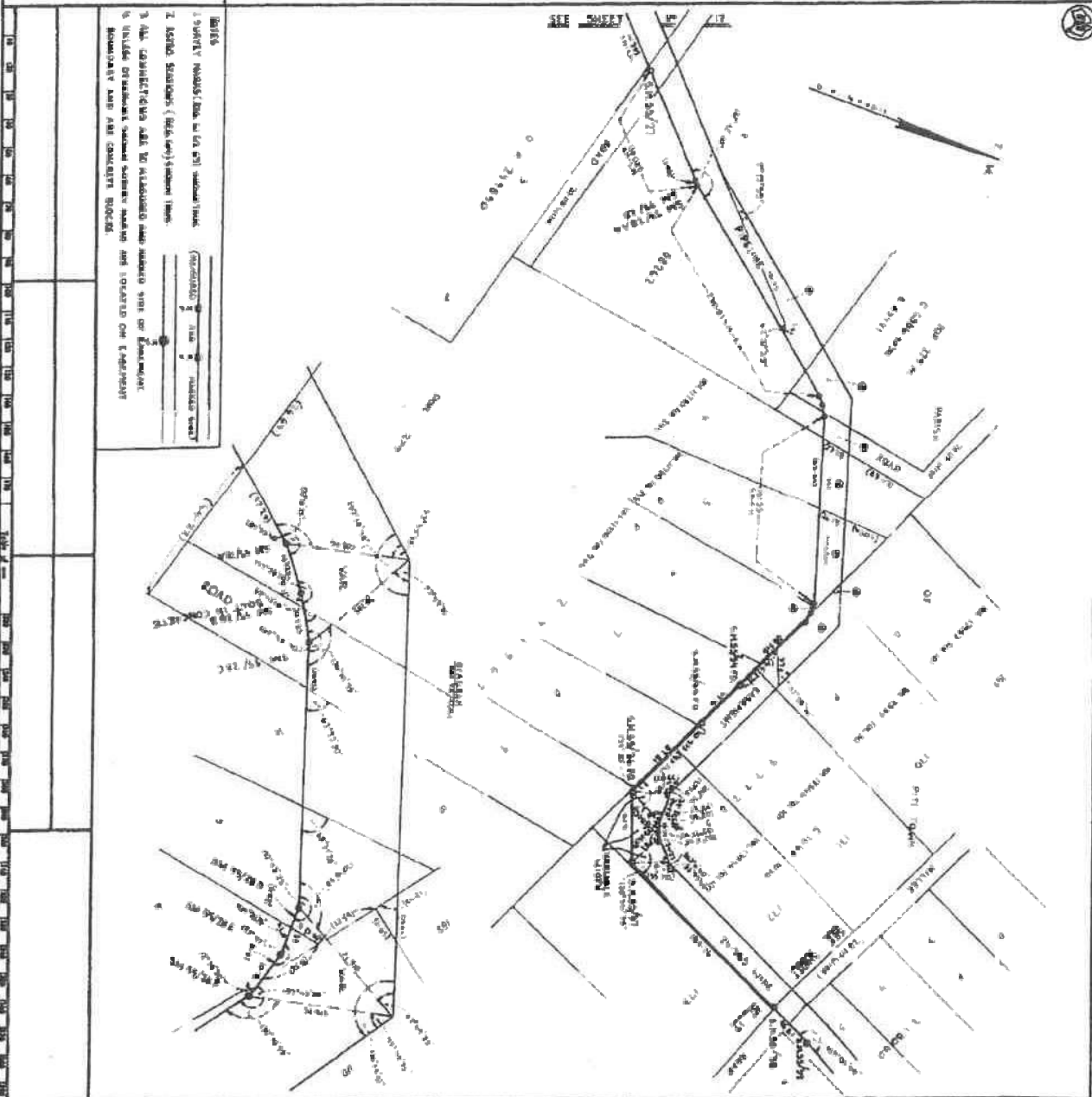
Scale: 1:1000  
 Date: 20/01/16  
 Surveyor: [Signature]

<p>1. The boundaries of the land shown on this plan are based on the information provided to the Surveyor.                  2. The Surveyor is not responsible for the accuracy of the information provided to him.                  3. The Surveyor is not responsible for the accuracy of the information provided to him.                  4. The Surveyor is not responsible for the accuracy of the information provided to him.                  5. The Surveyor is not responsible for the accuracy of the information provided to him.</p>	<p>2. The Surveyor is not responsible for the accuracy of the information provided to him.                  3. The Surveyor is not responsible for the accuracy of the information provided to him.                  4. The Surveyor is not responsible for the accuracy of the information provided to him.                  5. The Surveyor is not responsible for the accuracy of the information provided to him.</p>	<p>3. The Surveyor is not responsible for the accuracy of the information provided to him.                  4. The Surveyor is not responsible for the accuracy of the information provided to him.                  5. The Surveyor is not responsible for the accuracy of the information provided to him.</p>	<p>4. The Surveyor is not responsible for the accuracy of the information provided to him.                  5. The Surveyor is not responsible for the accuracy of the information provided to him.</p>	<p>5. The Surveyor is not responsible for the accuracy of the information provided to him.</p>
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Plan must be used only for the purposes of the Plan and not for any other purpose.

**General Notes:**

1. The boundaries of the land shown on this plan are based on the information provided to the Surveyor by the applicant and are not guaranteed by the Surveyor.
2. The Surveyor has not conducted a field inspection of the land shown on this plan.
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**NOTES:**

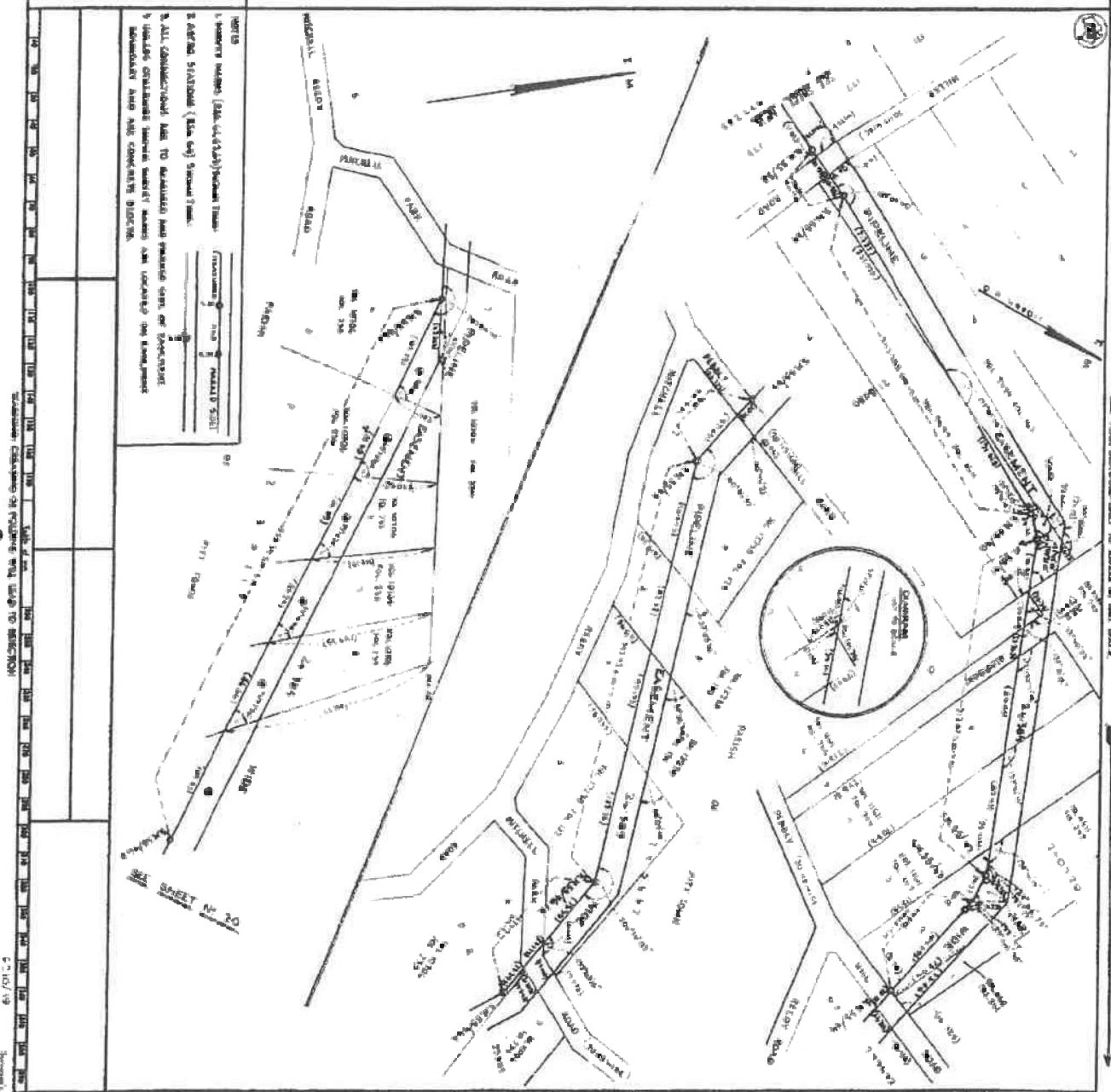
1. THE BOUNDARIES OF THE LAND SHOWN ON THIS PLAN ARE BASED ON THE INFORMATION PROVIDED TO THE SURVEYOR BY THE APPLICANT AND ARE NOT GUARANTEED BY THE SURVEYOR.
2. THE SURVEYOR HAS NOT CONDUCTED A FIELD INSPECTION OF THE LAND SHOWN ON THIS PLAN.
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**GENERAL NOTES:**

1. THE BOUNDARIES OF THE LAND SHOWN ON THIS PLAN ARE BASED ON THE INFORMATION PROVIDED TO THE SURVEYOR BY THE APPLICANT AND ARE NOT GUARANTEED BY THE SURVEYOR.
2. THE SURVEYOR HAS NOT CONDUCTED A FIELD INSPECTION OF THE LAND SHOWN ON THIS PLAN.
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**General Notes:**

1. This map is prepared from the original plan and is subject to the same errors as the original plan.
2. The boundaries shown on this map are those shown on the original plan and are not to be construed as a warranty of accuracy.
3. The owner of the land shown on this map is responsible for the accuracy of the information shown thereon.
4. The boundaries shown on this map are those shown on the original plan and are not to be construed as a warranty of accuracy.
5. The owner of the land shown on this map is responsible for the accuracy of the information shown thereon.



**PROPERTY AND BOUNDARY DATA**

**GENERAL NOTES:**

1. PROPERTY MAPS (S.A. 44/14/1) (S.A. 44/14/1)
2. BOUNDARY DATA (S.A. 44/14/1) (S.A. 44/14/1)
3. ALL CONSTRUCTION MUST BE IN ACCORDANCE WITH THE REGULATIONS OF THE MUNICIPALITY OF JOHANNESBURG AND THE NATIONAL BUILDING REGULATIONS.

**PROPERTY AND BOUNDARY DATA:**

PROPERTY: [Name of Property]

BOUNDARY DATA: [Boundary Description]

**ADDITIONAL INFORMATION:**

INSTRUMENT FILED AS 15/15/15-0

COPY F.L. TO P. 5. BY 9/8/15 NO 1-2

Scale 1:1000

**General Conditions**

1. The Engineer shall be responsible for the design and construction of the works shown on the drawings and shall be responsible for the safety of the works and for the safety of the public.

2. The Contractor shall be responsible for the execution of the works in accordance with the drawings and specifications and for the safety of the works and for the safety of the public.

3. The Contractor shall be responsible for the procurement of all materials and labour required for the works and for the safety of the works and for the safety of the public.

4. The Contractor shall be responsible for the maintenance of the works during the period of construction and for the safety of the works and for the safety of the public.

5. The Contractor shall be responsible for the removal of all debris and waste from the site and for the safety of the works and for the safety of the public.

6. The Contractor shall be responsible for the protection of all existing structures and services on the site and for the safety of the works and for the safety of the public.

7. The Contractor shall be responsible for the protection of all trees and vegetation on the site and for the safety of the works and for the safety of the public.

8. The Contractor shall be responsible for the protection of all underground services on the site and for the safety of the works and for the safety of the public.

9. The Contractor shall be responsible for the protection of all overhead services on the site and for the safety of the works and for the safety of the public.

10. The Contractor shall be responsible for the protection of all adjacent properties and for the safety of the works and for the safety of the public.

11. The Contractor shall be responsible for the protection of all adjacent roads and for the safety of the works and for the safety of the public.

12. The Contractor shall be responsible for the protection of all adjacent watercourses and for the safety of the works and for the safety of the public.

13. The Contractor shall be responsible for the protection of all adjacent airways and for the safety of the works and for the safety of the public.

14. The Contractor shall be responsible for the protection of all adjacent utilities and for the safety of the works and for the safety of the public.

15. The Contractor shall be responsible for the protection of all adjacent telecommunications and for the safety of the works and for the safety of the public.

16. The Contractor shall be responsible for the protection of all adjacent power lines and for the safety of the works and for the safety of the public.

17. The Contractor shall be responsible for the protection of all adjacent gas lines and for the safety of the works and for the safety of the public.

18. The Contractor shall be responsible for the protection of all adjacent water pipes and for the safety of the works and for the safety of the public.

19. The Contractor shall be responsible for the protection of all adjacent sewer pipes and for the safety of the works and for the safety of the public.

20. The Contractor shall be responsible for the protection of all adjacent drainage pipes and for the safety of the works and for the safety of the public.

**Notes**

1. SURVEY STATION: See drawing for location.

2. ALL DIMENSIONS ARE IN METRES UNLESS OTHERWISE STATED.

3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CURRENT BUILDING REGULATIONS AND ALL APPLICABLE STANDARDS.

4. MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ENGINEER.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE RELEVANT AUTHORITIES.

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SERVICES AND STRUCTURES ON THE SITE.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL TREES AND VEGETATION ON THE SITE.

8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND ROADS.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT WATERCOURSES AND AIRWAYS.

10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT UTILITIES AND TELECOMMUNICATIONS.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT POWER LINES AND GAS LINES.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT WATER PIPES AND SEWER PIPES.

13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT DRAINAGE PIPES.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT FENCES AND BARRIERS.

15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT SIGNAGE AND MARKINGS.

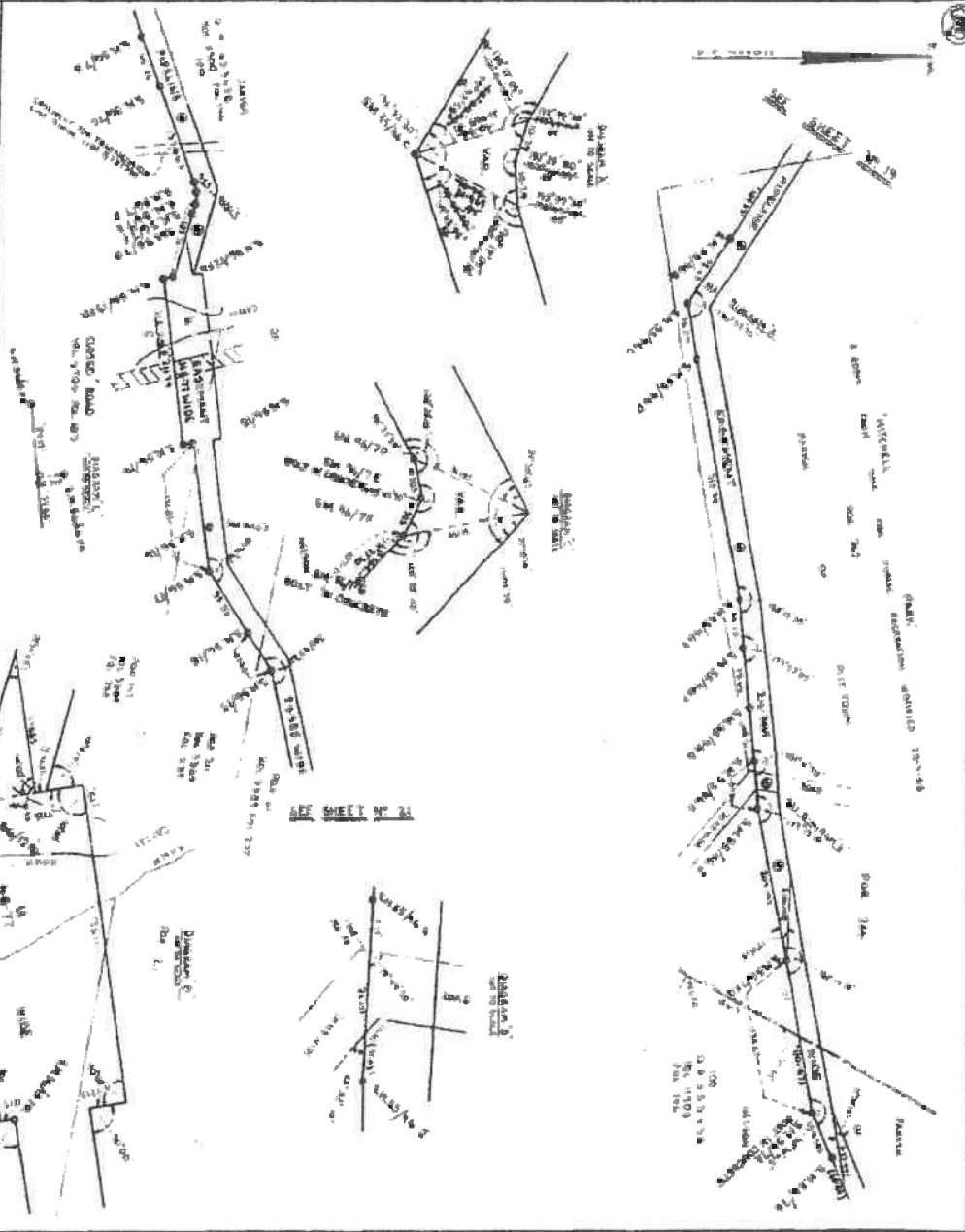
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LANDSCAPING AND PLANTING.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT LIGHTING AND ELECTRICAL SYSTEMS.

18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT SECURITY SYSTEMS.

19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT FURNITURE AND FIXTURES.

20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT BELONGINGS AND PERSONS.



**OTHER DOCUMENTS**

1. DRAWING NO. P579600

2. COPY FILED AS P579600

3. SHEETS: 02-04

**GENERAL CONDITIONS**

1. The Engineer shall be responsible for the design and construction of the works shown on the drawings and shall be responsible for the safety of the works and for the safety of the public.

2. The Contractor shall be responsible for the execution of the works in accordance with the drawings and specifications and for the safety of the works and for the safety of the public.

3. The Contractor shall be responsible for the procurement of all materials and labour required for the works and for the safety of the works and for the safety of the public.

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6. The Contractor shall be responsible for the protection of all existing structures and services on the site and for the safety of the works and for the safety of the public.

7. The Contractor shall be responsible for the protection of all trees and vegetation on the site and for the safety of the works and for the safety of the public.

8. The Contractor shall be responsible for the protection of all adjacent properties and for the safety of the works and for the safety of the public.

9. The Contractor shall be responsible for the protection of all adjacent roads and for the safety of the works and for the safety of the public.

10. The Contractor shall be responsible for the protection of all adjacent watercourses and for the safety of the works and for the safety of the public.

11. The Contractor shall be responsible for the protection of all adjacent airways and for the safety of the works and for the safety of the public.

12. The Contractor shall be responsible for the protection of all adjacent utilities and for the safety of the works and for the safety of the public.

13. The Contractor shall be responsible for the protection of all adjacent power lines and for the safety of the works and for the safety of the public.

14. The Contractor shall be responsible for the protection of all adjacent water pipes and for the safety of the works and for the safety of the public.

15. The Contractor shall be responsible for the protection of all adjacent sewer pipes and for the safety of the works and for the safety of the public.

16. The Contractor shall be responsible for the protection of all adjacent drainage pipes and for the safety of the works and for the safety of the public.

17. The Contractor shall be responsible for the protection of all adjacent fences and barriers and for the safety of the works and for the safety of the public.

18. The Contractor shall be responsible for the protection of all adjacent signage and markings and for the safety of the works and for the safety of the public.

19. The Contractor shall be responsible for the protection of all adjacent landscaping and planting and for the safety of the works and for the safety of the public.

20. The Contractor shall be responsible for the protection of all adjacent lighting and electrical systems and for the safety of the works and for the safety of the public.

21. The Contractor shall be responsible for the protection of all adjacent security systems and for the safety of the works and for the safety of the public.

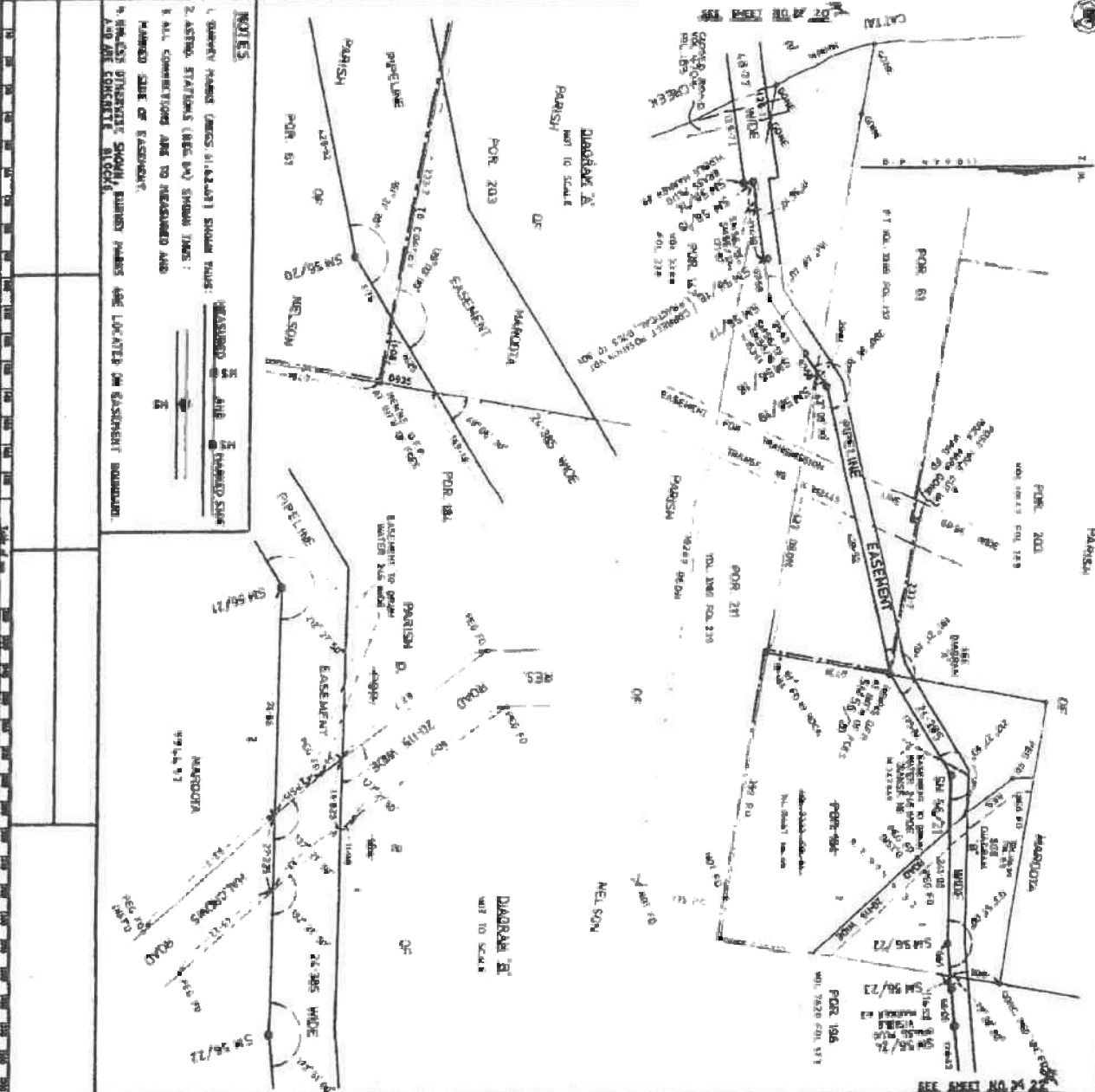
22. The Contractor shall be responsible for the protection of all adjacent furniture and fixtures and for the safety of the works and for the safety of the public.

23. The Contractor shall be responsible for the protection of all adjacent belongings and persons and for the safety of the works and for the safety of the public.

Scale 1:1000

REVISIONS SHEET NO. 001

1. This is a preliminary plan and is not to be used for any purpose other than that for which it was prepared. It is not to be construed as a guarantee of accuracy or as a representation of any kind. It is subject to change without notice and is void if not accompanied by the original plan and a copy of the title block. It is the responsibility of the user to verify the accuracy of the information contained herein. It is not to be used for any purpose other than that for which it was prepared.



**NOTES**

1. QUANTITY NAMED UNLESS INDICATED SHALL BE IN SQUARE FEET.

2. ASTEROID SYMBOLS (REG. NO.) SHOW DIMENSIONS.

3. ALL CONVEYANCES ARE TO BE CONSIDERED MADE AND LOCATED ON EITHER SIDE OF EASEMENT.

4. DIMENSIONS OF EASEMENT ARE LOCATED ON EITHER SIDE OF EASEMENT.

5. DIMENSIONS OF EASEMENT ARE LOCATED ON EITHER SIDE OF EASEMENT.

6. DIMENSIONS OF EASEMENT ARE LOCATED ON EITHER SIDE OF EASEMENT.

**DIABLOAN JR**  
WIT TO SCALE

**PARISH**  
WIT TO SCALE

**MARGOLTA**  
WIT TO SCALE

**NELSON**  
WIT TO SCALE

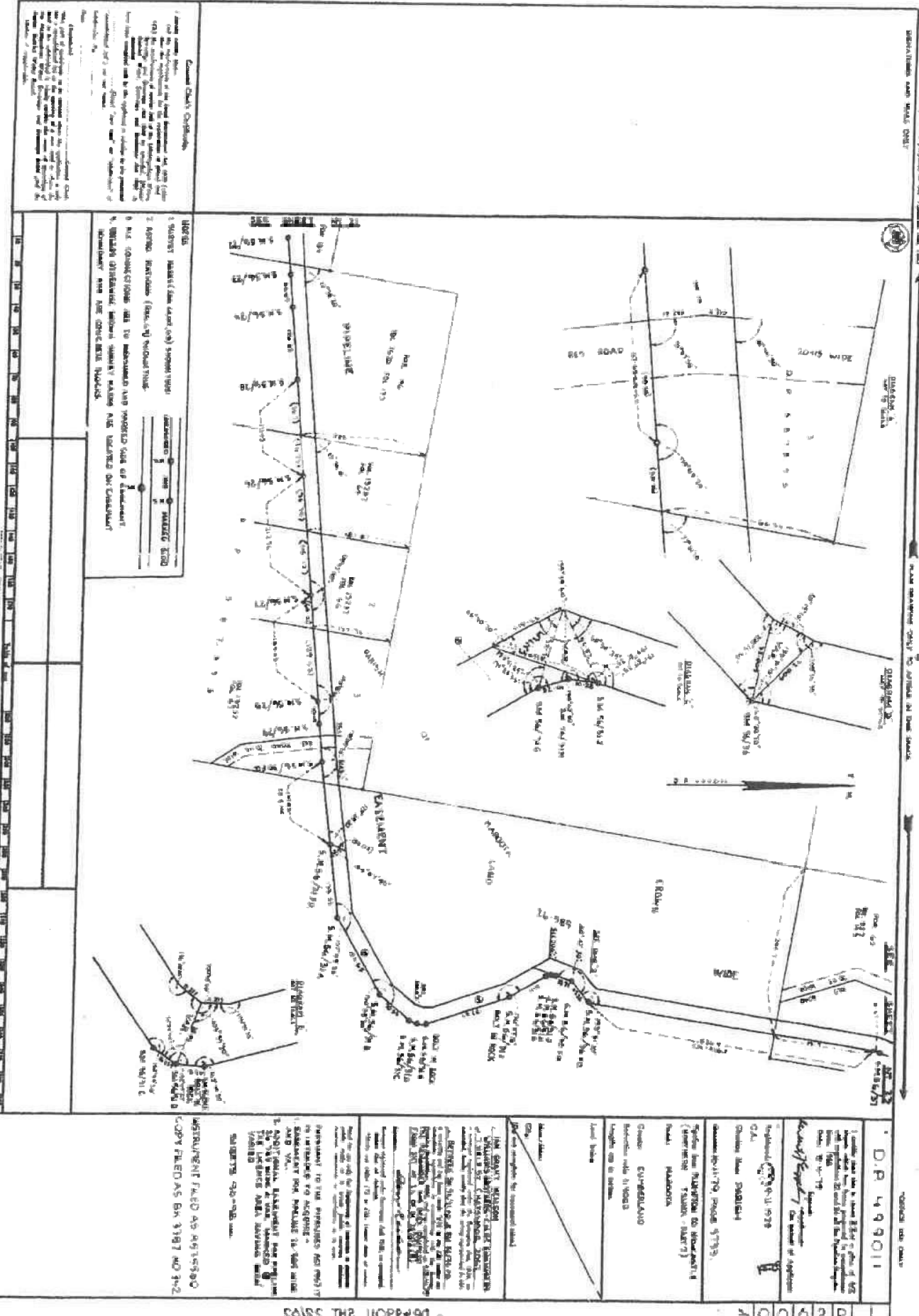
**WILSON**  
WIT TO SCALE

**CUMBERLAND**  
WIT TO SCALE

**REVISIONS SHEET NO. 001**

**D.P. 499011**

**SPARKLE BALTIMORE LAWYERS**  
ATTORNEYS AT LAW  
1000 WEST BALTIMORE AVENUE, SUITE 100  
BALTIMORE, MARYLAND 21201  
TEL: 410-528-2000  
FAX: 410-528-2001  
WWW.SPARKLELAW.COM



**General Notes:**

- 1. This drawing is the property of the Engineer. It shall not be used for any other purpose without the written consent of the Engineer.
- 2. The boundaries shown on this drawing are based on the information provided by the client. The Engineer is not responsible for the accuracy of these boundaries.
- 3. This drawing is to be used in conjunction with the general notes and specifications.

**Notes:**

1. SURVEY MARKS (SEE PLAN 08) SHOWN HEREIN.
2. APPROX. BOUNDARIES (BASED ON RECORD DRAWING).
3. ALL CONSTRUCTION SHALL BE ACCORDING TO THE SPECIFICATIONS AND PERMITTED USES OF ZONING ORDINANCES AND ALL APPLICABLE REGULATIONS.
4. UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.

**Scale:** 1" = 100'

**Instrument Used:** AS 4915300  
 COPY FILED AS BA 31817 AND 3-1-2

**D.P. 499011**

**Scale:** 1" = 100'

**Instrument Used:** AS 4915300  
 COPY FILED AS BA 31817 AND 3-1-2

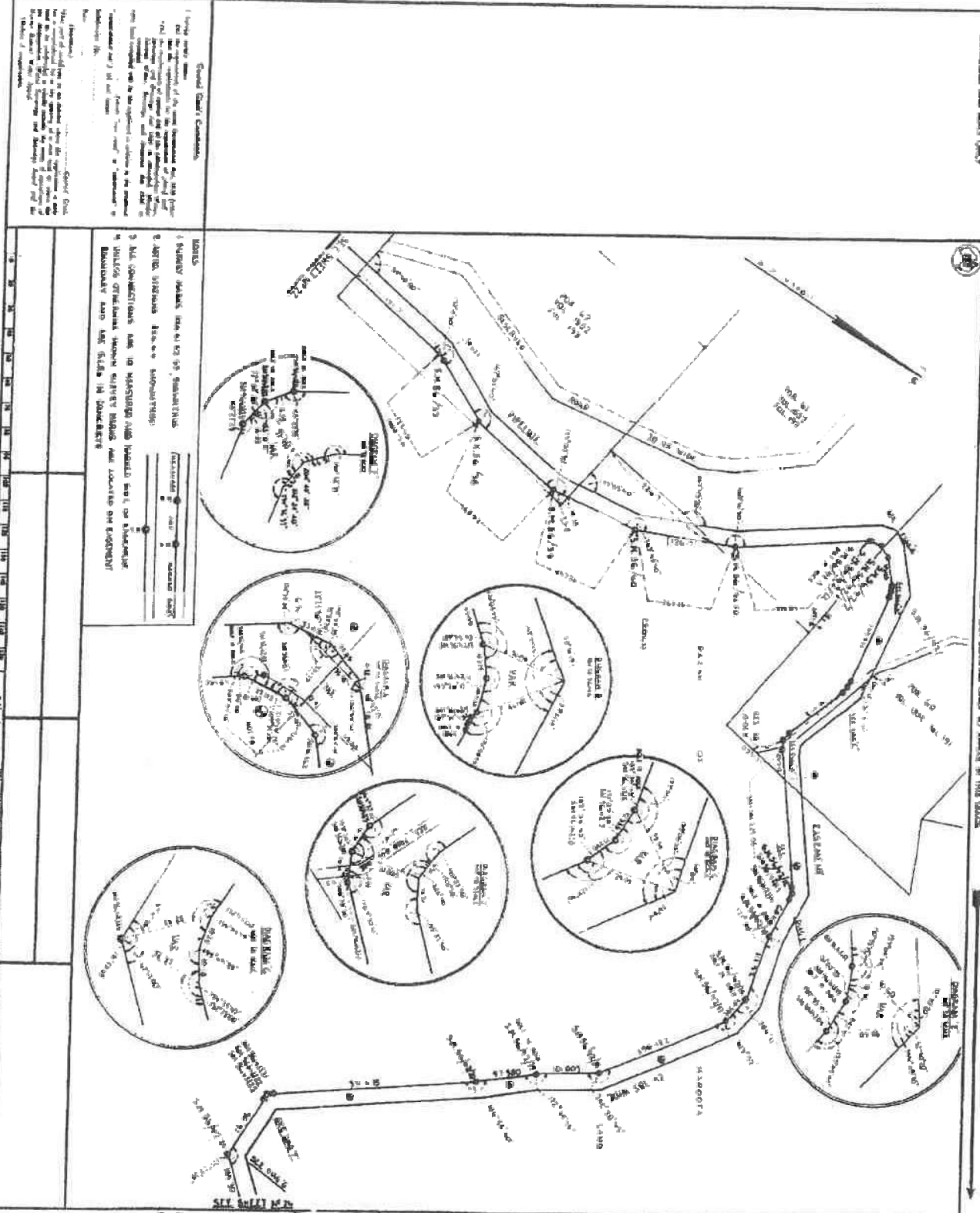
**Notes:**

- 1. THIS DRAWING IS THE PROPERTY OF THE ENGINEER. IT SHALL NOT BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.
- 2. THE BOUNDARIES SHOWN ON THIS DRAWING ARE BASED ON THE INFORMATION PROVIDED BY THE CLIENT. THE ENGINEER IS NOT RESPONSIBLE FOR THE ACCURACY OF THESE BOUNDARIES.
- 3. THIS DRAWING IS TO BE USED IN CONJUNCTION WITH THE GENERAL NOTES AND SPECIFICATIONS.

20-Jan-2016 18:21 / Pgs: ALL / Sng: 22 of 62 / Ref: SPTSAN Helmore Layout / Arc: P



PLAN DRAWINGS MUST BE MADE IN THIS SPACE



General Order Construction  
1. Survey of the site to be undertaken by the Surveyor General.  
2. The Surveyor General shall be responsible for the design of the works.  
3. The Surveyor General shall be responsible for the execution of the works.  
4. The Surveyor General shall be responsible for the maintenance of the works.

Notes  
1. Survey of the site to be undertaken by the Surveyor General.  
2. The Surveyor General shall be responsible for the design of the works.  
3. The Surveyor General shall be responsible for the execution of the works.  
4. The Surveyor General shall be responsible for the maintenance of the works.

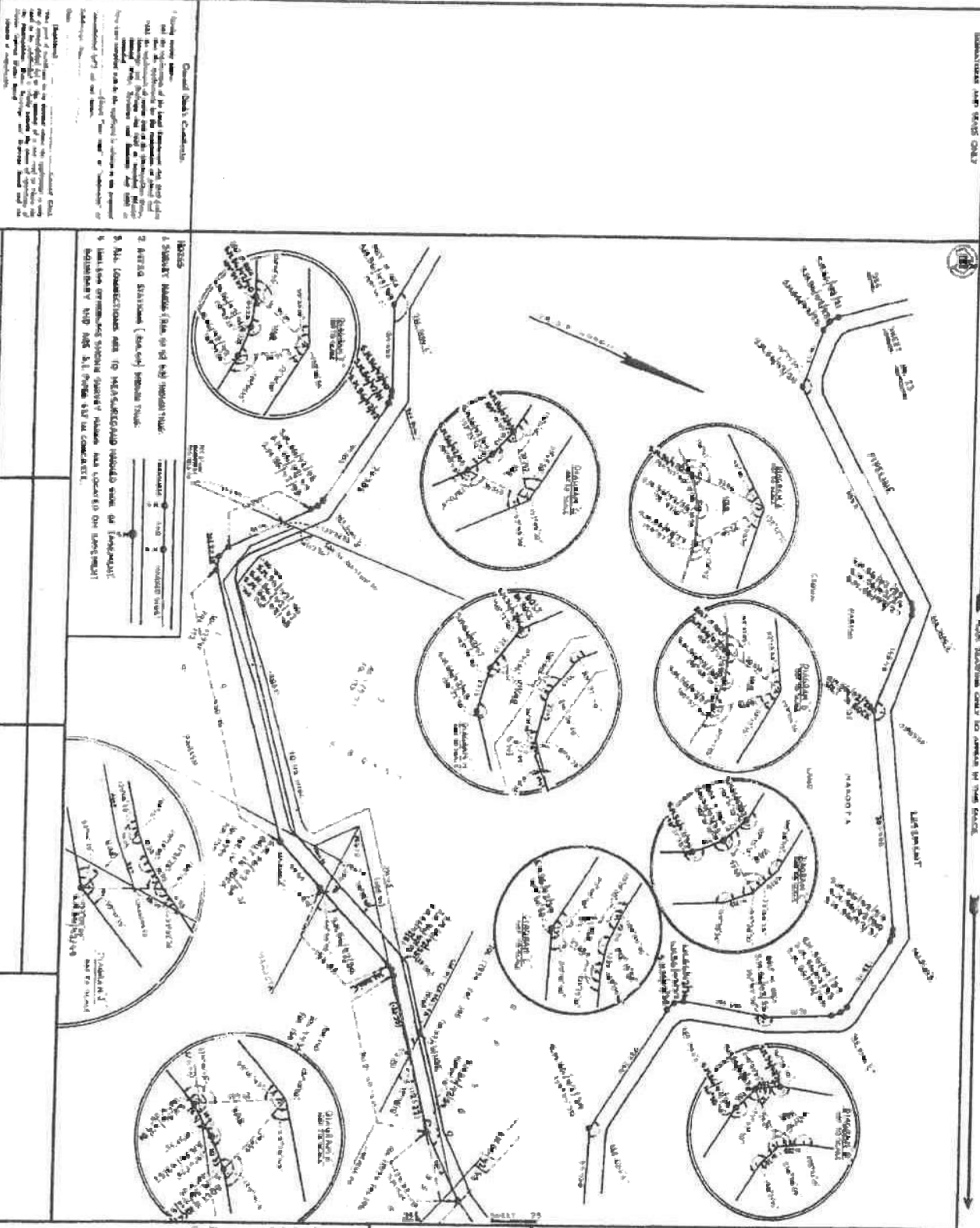
No.	Description	Quantity	Unit
1	Excavation	1000	m <sup>3</sup>
2	Concrete	500	m <sup>3</sup>
3	Steel	100	kg
4	Timber	1000	m <sup>3</sup>
5	Paint	100	kg
6	Gravel	1000	m <sup>3</sup>
7	Sand	1000	m <sup>3</sup>
8	Water	1000	m <sup>3</sup>
9	Electricity	1000	kWh
10	Gas	1000	m <sup>3</sup>

1. This drawing is a plan of the site to be undertaken by the Surveyor General.
2. The Surveyor General shall be responsible for the design of the works.
3. The Surveyor General shall be responsible for the execution of the works.
4. The Surveyor General shall be responsible for the maintenance of the works.
5. The Surveyor General shall be responsible for the disposal of the works.
6. The Surveyor General shall be responsible for the removal of the works.
7. The Surveyor General shall be responsible for the reconstruction of the works.
8. The Surveyor General shall be responsible for the repair of the works.
9. The Surveyor General shall be responsible for the replacement of the works.
10. The Surveyor General shall be responsible for the renewal of the works.
11. The Surveyor General shall be responsible for the re-erection of the works.
12. The Surveyor General shall be responsible for the re-assembly of the works.
13. The Surveyor General shall be responsible for the re-arrangement of the works.
14. The Surveyor General shall be responsible for the re-orientation of the works.
15. The Surveyor General shall be responsible for the re-positioning of the works.
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PLAN DRAWINGS MUST BE MADE IN THIS SPACE

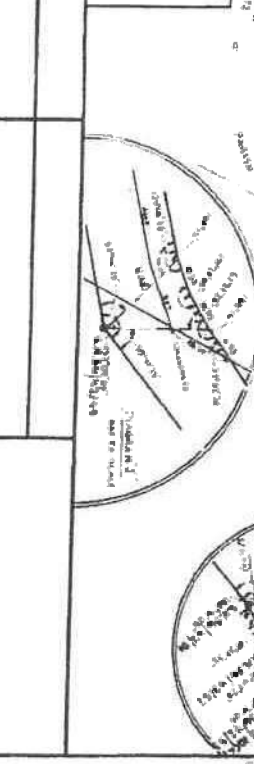
Sheet 2/2

Map Form - To be used only for the purposes of this Standard A44 1993  
 Information only - NOT FOR CONSTRUCTION



**General Notes:**  
 1. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.  
 2. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.  
 3. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.  
 4. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.  
 5. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.

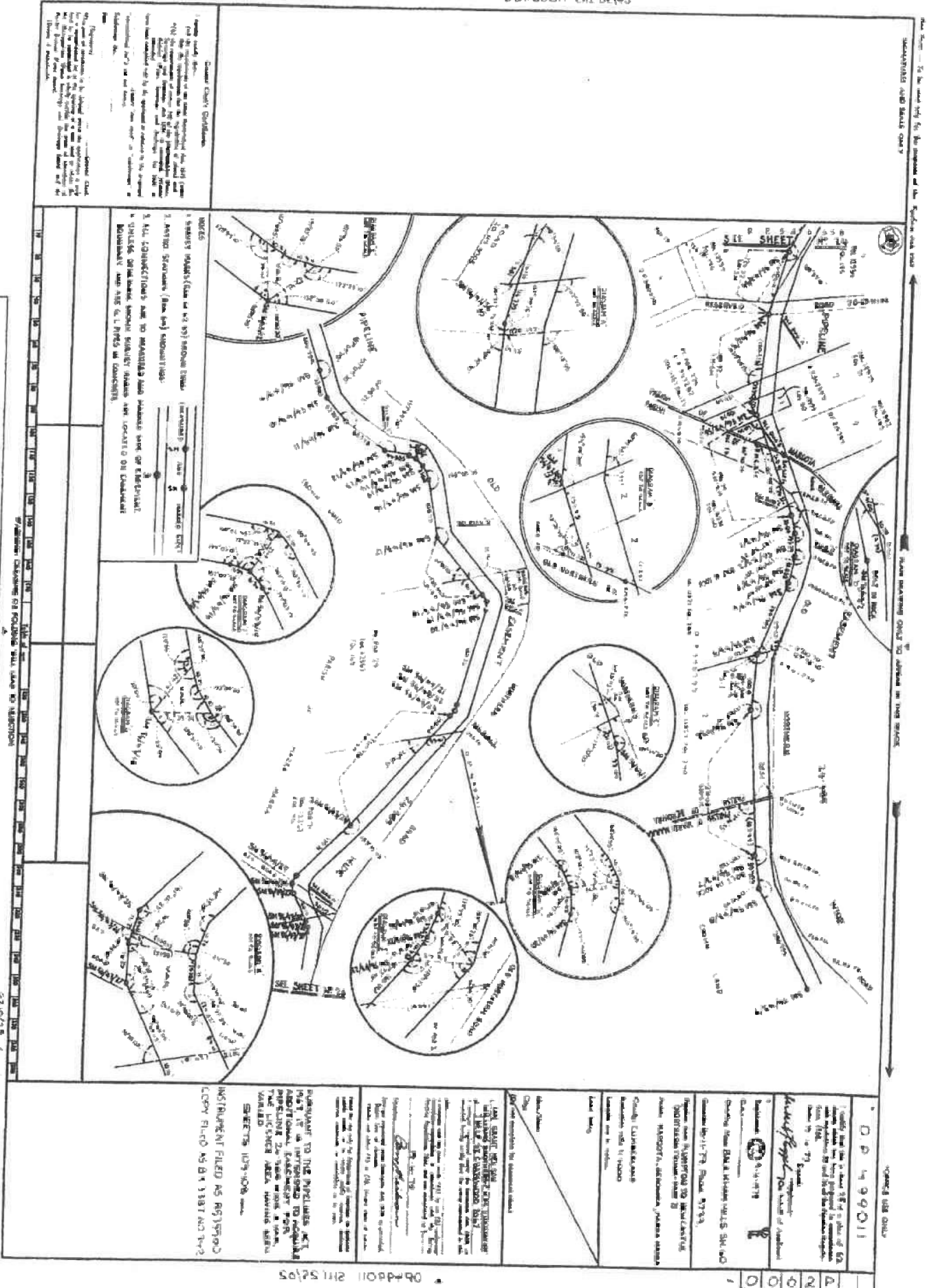
**Notes:**  
 1. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.  
 2. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.  
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<p>1. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.</p>	<p>2. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.</p>	<p>3. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.</p>	<p>4. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.</p>	<p>5. The proposed road is to be constructed in accordance with the provisions of the Road Construction Act 1993 and the Regulations made thereunder.</p>
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5110 7/91

90440011 SHI 24/93

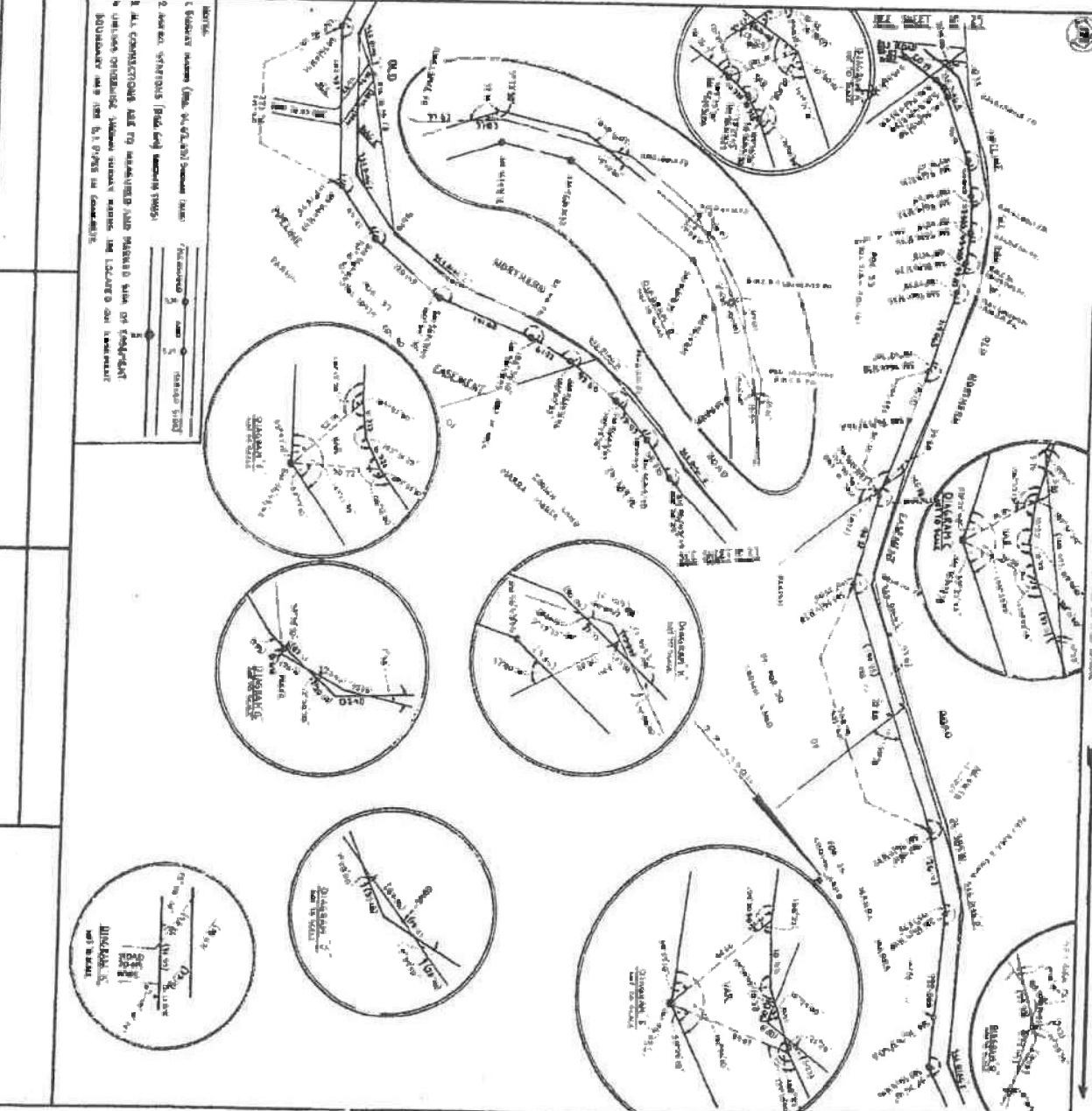


02-07-14  
 Kump's Services

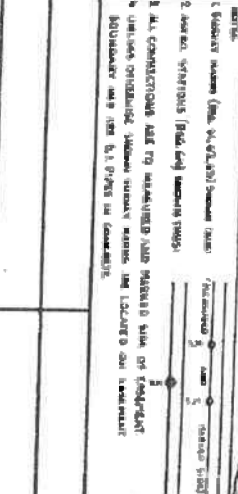
DATE: 01-20-2015  
 TIME: 18:21:00  
 PROJECT: [unreadable]  
 SHEET: 25 OF 62  
 DRAWN BY: [unreadable]  
 CHECKED BY: [unreadable]  
 APPROVED BY: [unreadable]

Db#86011 2H1 S2105

Scale: 1:50,000 (Horizontal) 1:25,000 (Vertical)



**General Notes:**  
 1. The drawings are the property of the Designer and shall remain his. No part of these drawings shall be used for any other project without the written consent of the Designer.  
 2. The Contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities.  
 3. The Contractor shall ensure that the construction works are carried out in accordance with the approved plans and specifications.  
 4. The Contractor shall maintain access to all existing services and structures.  
 5. The Contractor shall be responsible for the safety of the construction site and for any damage to adjacent property.  
 6. The Contractor shall provide adequate drainage and erosion control measures.  
 7. The Contractor shall ensure that the construction works are completed within the agreed programme of works.  
 8. The Contractor shall provide a detailed programme of works and a list of resources.  
 9. The Contractor shall provide a detailed list of materials and quantities.  
 10. The Contractor shall provide a detailed list of labour and equipment.  
 11. The Contractor shall provide a detailed list of subcontractors.  
 12. The Contractor shall provide a detailed list of suppliers.  
 13. The Contractor shall provide a detailed list of other relevant information.  
 14. The Contractor shall provide a detailed list of other relevant information.  
 15. The Contractor shall provide a detailed list of other relevant information.



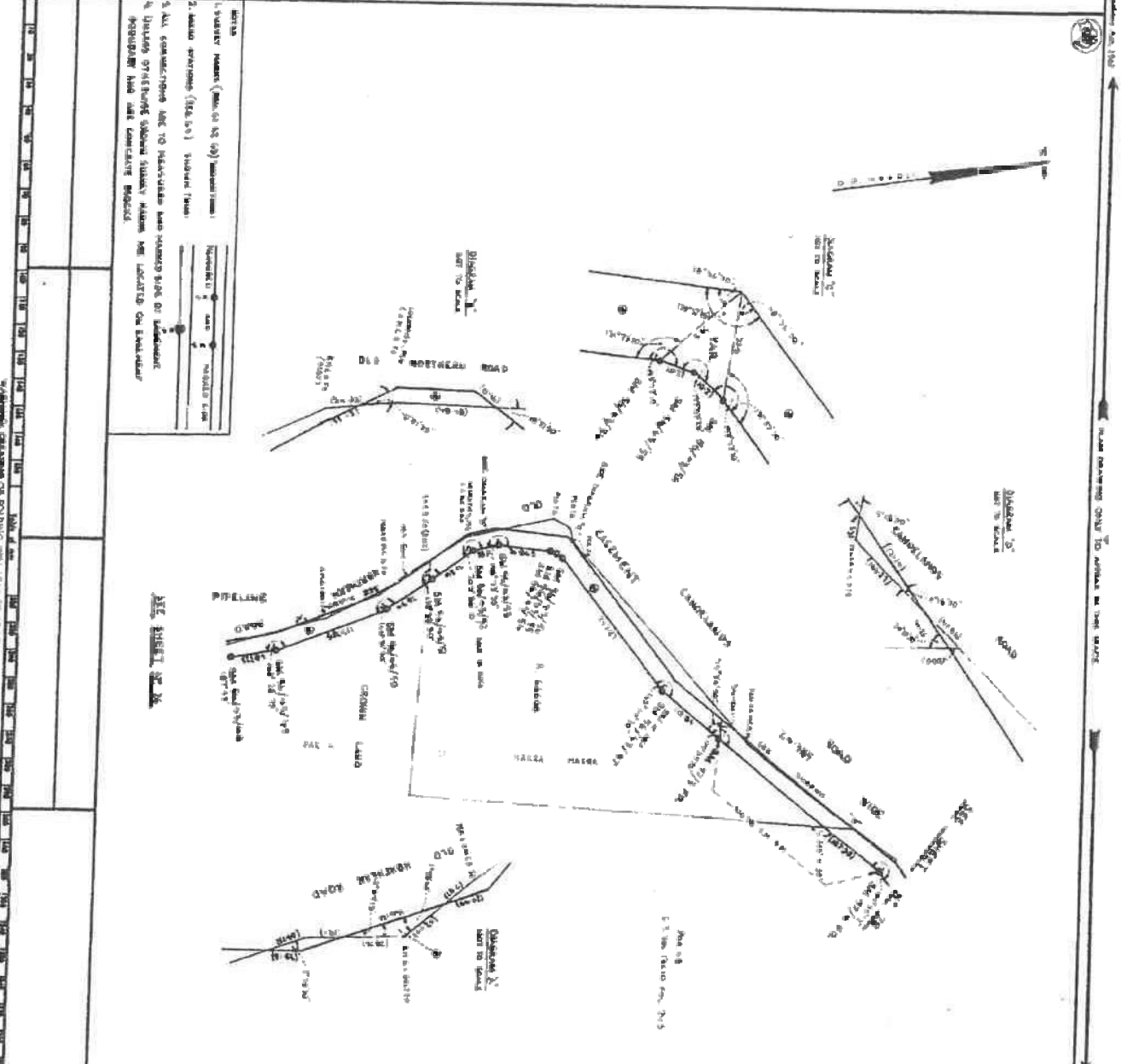
**Notes:**  
 1. Subject to the provisions of the contract, the Contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities.  
 2. The Contractor shall ensure that the construction works are carried out in accordance with the approved plans and specifications.  
 3. The Contractor shall maintain access to all existing services and structures.  
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Scale: 1:50,000 (Horizontal) 1:25,000 (Vertical)

02/10/78

<p>1. The drawings are the property of the Designer and shall remain his. No part of these drawings shall be used for any other project without the written consent of the Designer.</p>	
<p>2. The Contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities.</p>	
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<p>13. The Contractor shall provide a detailed list of other relevant information.</p>	
<p>14. The Contractor shall provide a detailed list of other relevant information.</p>	
<p>15. The Contractor shall provide a detailed list of other relevant information.</p>	

**General Notes:**  
 1. This drawing is for the purpose of the Planning Act, 1990.  
 2. The proposed development is shown in red.  
 3. The proposed development is shown in red.  
 4. The proposed development is shown in red.  
 5. The proposed development is shown in red.  
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1	1. I hereby certify that I am a duly qualified Professional Engineer under the Professional Engineers Act, 1987, and that I am a member of the Institution of Professional Engineers of Ontario.
2	2. I hereby certify that I am a duly qualified Professional Engineer under the Professional Engineers Act, 1987, and that I am a member of the Institution of Professional Engineers of Ontario.
3	3. I hereby certify that I am a duly qualified Professional Engineer under the Professional Engineers Act, 1987, and that I am a member of the Institution of Professional Engineers of Ontario.
4	4. I hereby certify that I am a duly qualified Professional Engineer under the Professional Engineers Act, 1987, and that I am a member of the Institution of Professional Engineers of Ontario.
5	5. I hereby certify that I am a duly qualified Professional Engineer under the Professional Engineers Act, 1987, and that I am a member of the Institution of Professional Engineers of Ontario.
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9	9. I hereby certify that I am a duly qualified Professional Engineer under the Professional Engineers Act, 1987, and that I am a member of the Institution of Professional Engineers of Ontario.
10	10. I hereby certify that I am a duly qualified Professional Engineer under the Professional Engineers Act, 1987, and that I am a member of the Institution of Professional Engineers of Ontario.

50187 712 10P4494

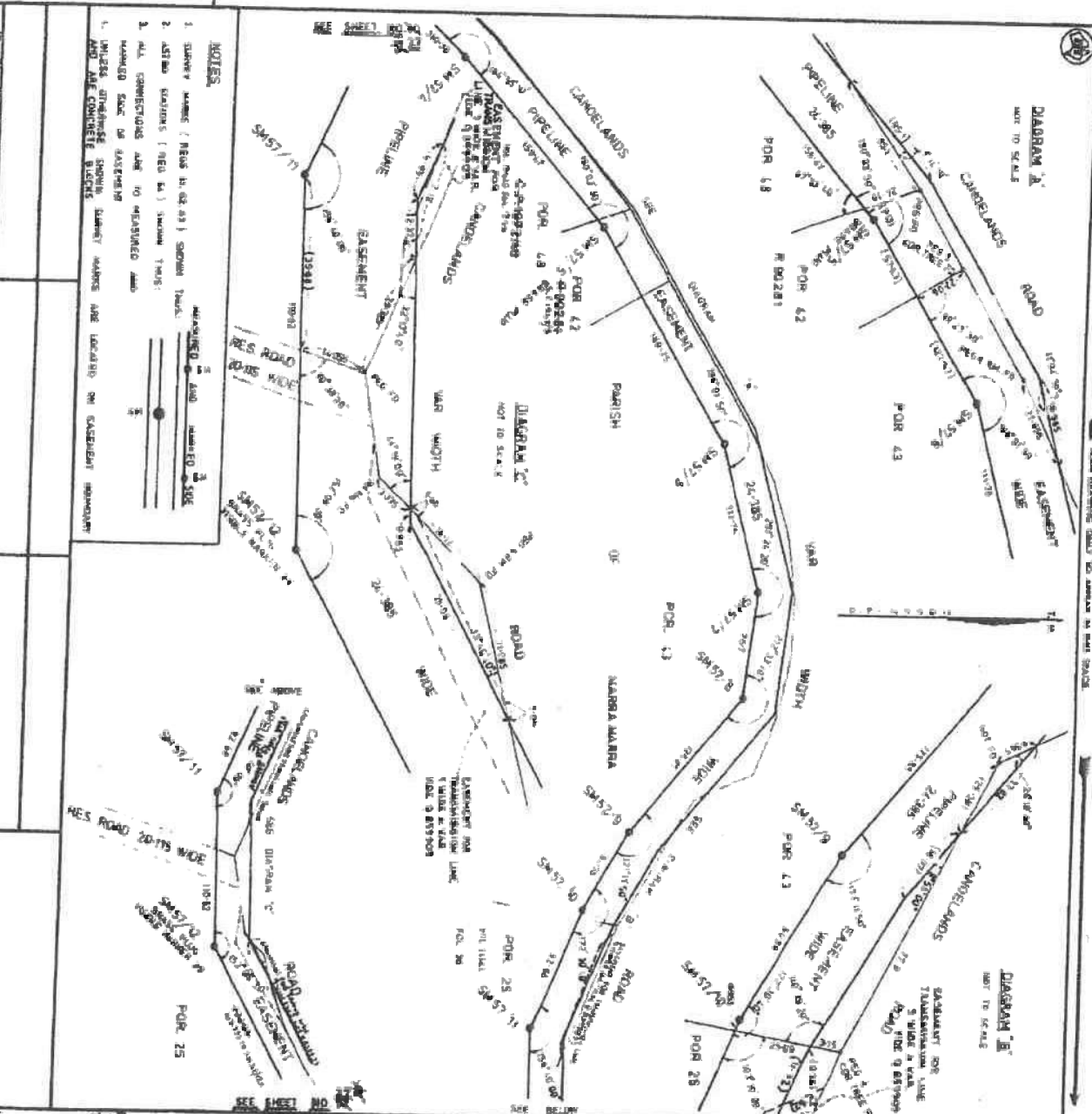
Scale 1" = 100' (Horizontal) and 1" = 20' (Vertical)

**Notes:**

1. Survey stations (NEAS to 02.43) shown.
2. All connections are to existing and measured.
3. All connections are to existing and measured.
4. All connections are to existing and measured.

**Legend:**

- Measured
- Assumed
- 500'



**Notes:**

1. For 18' (NEAS TO 02.43) SHOWN.
2. ALL CONNECTIONS ARE TO EXISTING AND MEASURED.
3. ALL CONNECTIONS ARE TO EXISTING AND MEASURED.
4. ALL CONNECTIONS ARE TO EXISTING AND MEASURED.

**Legend:**

- Measured
- Assumed
- 500'

**Scale:** 1" = 100' (Horizontal) and 1" = 20' (Vertical)

**Instrument:** SULLIVAN TO...  
 Station: 12-11-178  
 Date: 12-11-178

**Surveyor:** PHILIP...  
 License: 12-11-178

**Client:** CUMBERLAND

**Project:** ...

**Scale:** 1" = 100' (Horizontal) and 1" = 20' (Vertical)

**Instrument:** SULLIVAN TO...  
 Station: 12-11-178  
 Date: 12-11-178

**Surveyor:** PHILIP...  
 License: 12-11-178

**Client:** CUMBERLAND

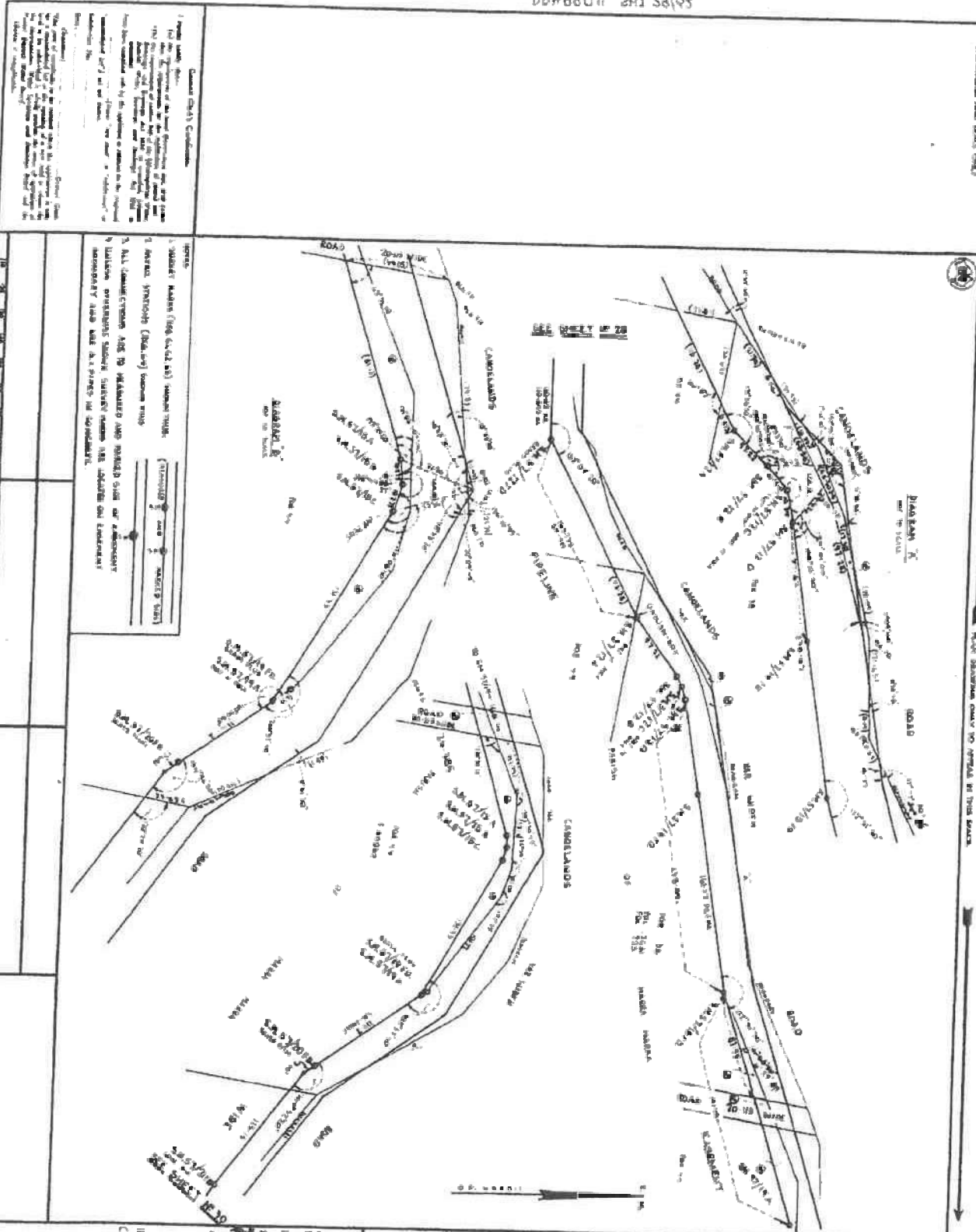
**Project:** ...

INSTRUMENT FILED AS R-1933-80  
 COPY FILED AS BK 3387 NO 342

1801372 REV 1

50187 712 10P4494

Plan Sheet 15 to be read with the progress of the Station 44, 1942  
 FIELD SURVEYORS' CORP. TO BE MADE AT THIS OFFICE



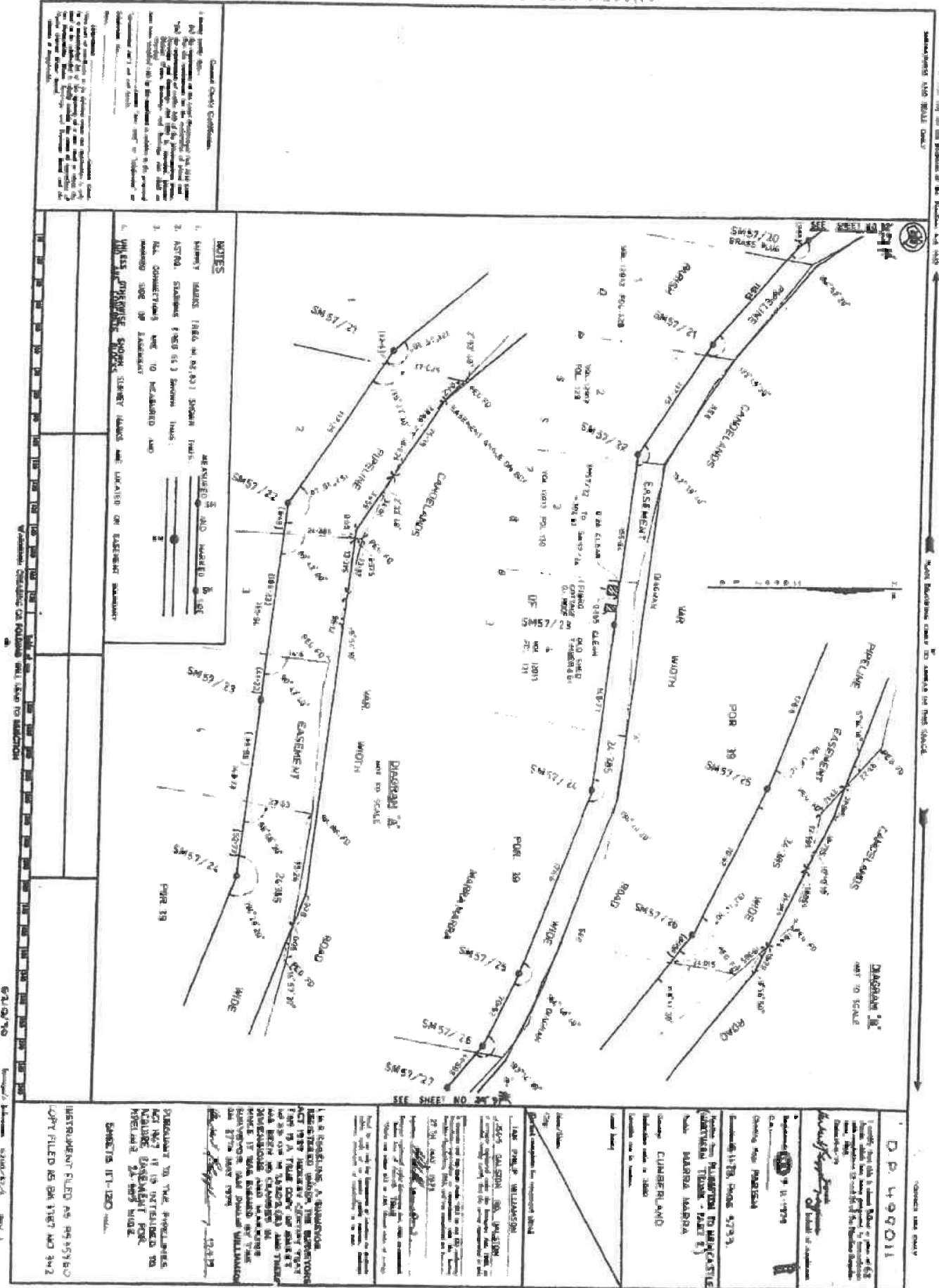
1. The survey was made in accordance with the provisions of the Statute in that behalf made, and the same is hereby certified to be true and correct. The survey was made by the undersigned, or under his direct supervision, and he is a duly qualified and licensed Surveyor in the State of Missouri.

2. The survey was made in accordance with the provisions of the Statute in that behalf made, and the same is hereby certified to be true and correct. The survey was made by the undersigned, or under his direct supervision, and he is a duly qualified and licensed Surveyor in the State of Missouri.

3. The survey was made in accordance with the provisions of the Statute in that behalf made, and the same is hereby certified to be true and correct. The survey was made by the undersigned, or under his direct supervision, and he is a duly qualified and licensed Surveyor in the State of Missouri.

W. ALBUQUERQUE, CHAIRMAN OF BOARD OF SURVEYORS  
 O. S. 107 77

<p>499011</p> <p>INSTRUMENT FILED AS P575700          COPY FILED AS BK 9137 MO 742</p>	<p>499011</p> <p>INSTRUMENT FILED AS P575700          COPY FILED AS BK 9137 MO 742</p>	<p>499011</p> <p>INSTRUMENT FILED AS P575700          COPY FILED AS BK 9137 MO 742</p>	<p>499011</p> <p>INSTRUMENT FILED AS P575700          COPY FILED AS BK 9137 MO 742</p>	<p>499011</p> <p>INSTRUMENT FILED AS P575700          COPY FILED AS BK 9137 MO 742</p>
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**General Notes:**

1. Survey points shown in blue circles (SM 57/20) shown in red circles (SM 57/21, SM 57/22, SM 57/23, SM 57/24).
2. ALL CONNECTIONS ARE TO BE MADE TO THE SURVEY POINTS SHOWN ON THIS PLAN.
3. ALL CONNECTIONS ARE TO BE MADE TO THE SURVEY POINTS SHOWN ON THIS PLAN.
4. ALL SURVEY POINTS SHOWN ON THIS PLAN ARE TO BE MADE TO THE SURVEY POINTS SHOWN ON THIS PLAN.

- NOTES:**
1. ALL EASEMENTS SHOWN ON THIS PLAN ARE TO BE MADE TO THE SURVEY POINTS SHOWN ON THIS PLAN.
  2. ALL EASEMENTS SHOWN ON THIS PLAN ARE TO BE MADE TO THE SURVEY POINTS SHOWN ON THIS PLAN.
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  4. ALL EASEMENTS SHOWN ON THIS PLAN ARE TO BE MADE TO THE SURVEY POINTS SHOWN ON THIS PLAN.

DP 5496011

DAVID SPARKS HELMORE  
 SPARKS HELMORE LAWYERS  
 11111 11111

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INSTRUMENT FILED AS 5496011-01  
 COPY FILED AS 5496011-02

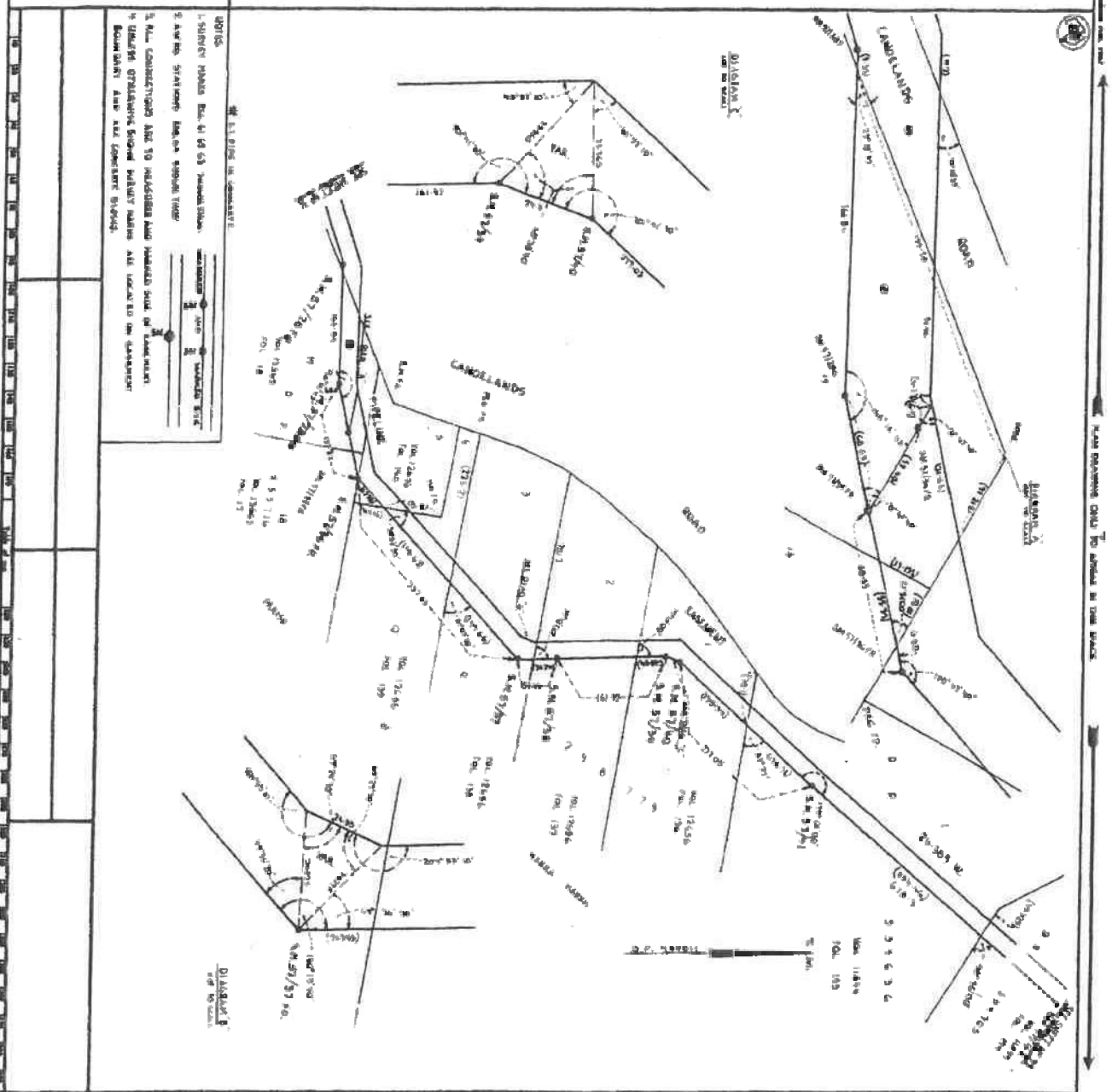
SPARKS HELMORE  
 11111 11111

INSTRUMENT FILED AS 5496011-01  
 COPY FILED AS 5496011-02





1. The purpose of this plan is to show the boundaries of the land described in the Schedule to the Survey and to show the location of the buildings and other structures shown on the plan. The plan is based on the survey conducted by the Surveyor-General on 11/11/2002. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976.



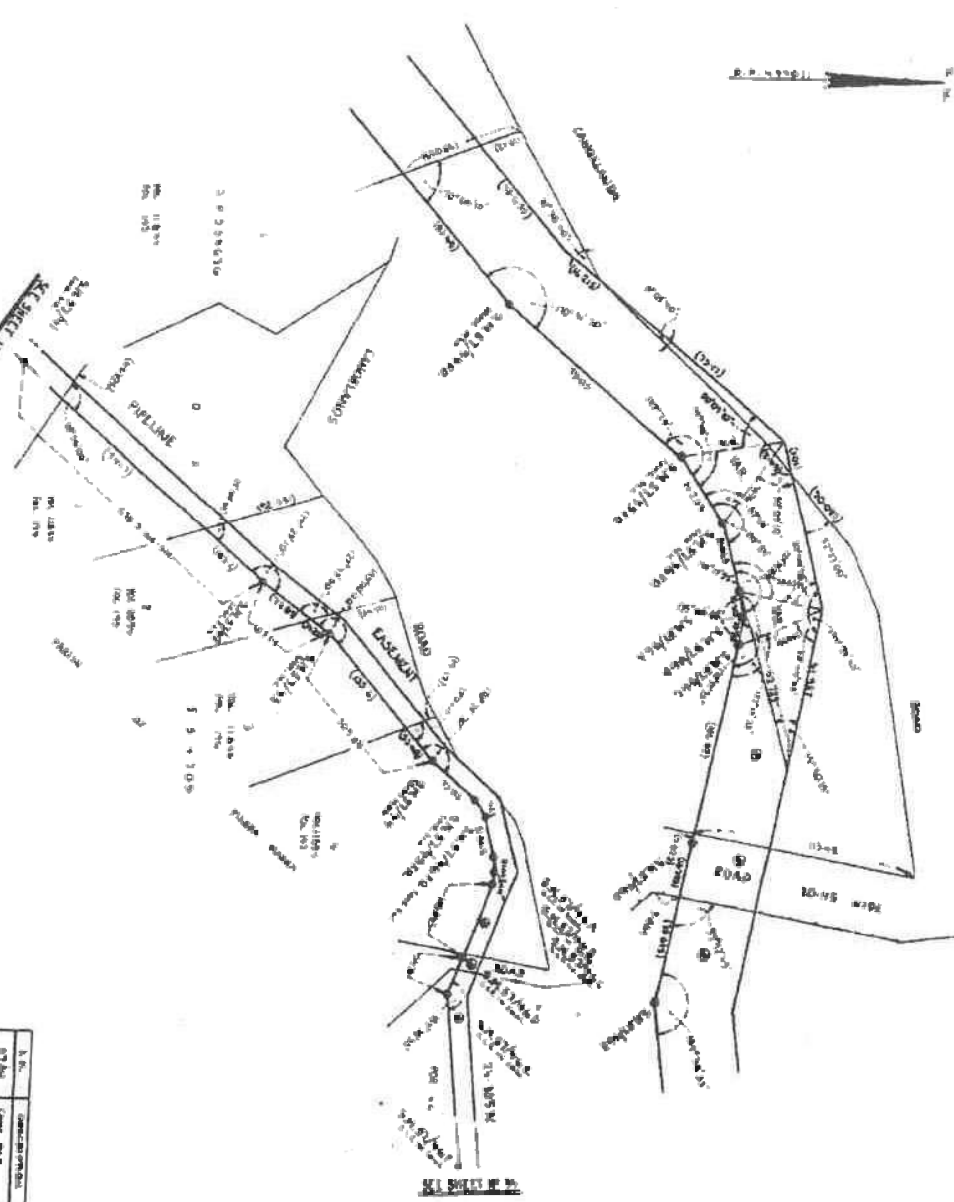
<p>1. The purpose of this plan is to show the boundaries of the land described in the Schedule to the Survey and to show the location of the buildings and other structures shown on the plan. The plan is based on the survey conducted by the Surveyor-General on 11/11/2002. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976.</p>	<p>2. The purpose of this plan is to show the boundaries of the land described in the Schedule to the Survey and to show the location of the buildings and other structures shown on the plan. The plan is based on the survey conducted by the Surveyor-General on 11/11/2002. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976.</p>	<p>3. The purpose of this plan is to show the boundaries of the land described in the Schedule to the Survey and to show the location of the buildings and other structures shown on the plan. The plan is based on the survey conducted by the Surveyor-General on 11/11/2002. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976.</p>	<p>4. The purpose of this plan is to show the boundaries of the land described in the Schedule to the Survey and to show the location of the buildings and other structures shown on the plan. The plan is based on the survey conducted by the Surveyor-General on 11/11/2002. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976. The plan is subject to the provisions of the Survey Act 1976 and the Survey Regulations 1976.</p>
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THIS DRAWING IS THE PROPERTY OF THE PROJECT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM.

1. The Engineer shall be responsible for the design and construction of the pipeline and shall ensure that the design complies with the relevant standards and specifications.  
 2. The Contractor shall be responsible for the construction and installation of the pipeline and shall ensure that the construction complies with the relevant standards and specifications.  
 3. The Contractor shall be responsible for the operation and maintenance of the pipeline and shall ensure that the operation and maintenance complies with the relevant standards and specifications.

- NOTES**
1. REFER TO DRAWING (No. 0499011) SHEET 1 FOR THE LOCATION OF THE PIPELINE.
  2. REFER TO DRAWING (No. 0499011) SHEET 2 FOR THE LOCATION OF THE PIPELINE.
  3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE RELEVANT STANDARDS AND SPECIFICATIONS.
  4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

NO.	DESCRIPTION	DATE
01	ISSUED FOR TENDERS	09/10/03
02	REVISED TO REFLECT COMMENTS	15/10/03
03	REVISED TO REFLECT COMMENTS	22/10/03
04	REVISED TO REFLECT COMMENTS	29/10/03
05	REVISED TO REFLECT COMMENTS	05/11/03
06	REVISED TO REFLECT COMMENTS	12/11/03
07	REVISED TO REFLECT COMMENTS	19/11/03
08	REVISED TO REFLECT COMMENTS	26/11/03
09	REVISED TO REFLECT COMMENTS	03/12/03
10	REVISED TO REFLECT COMMENTS	10/12/03
11	REVISED TO REFLECT COMMENTS	17/12/03
12	REVISED TO REFLECT COMMENTS	24/12/03
13	REVISED TO REFLECT COMMENTS	31/12/03
14	REVISED TO REFLECT COMMENTS	07/01/04
15	REVISED TO REFLECT COMMENTS	14/01/04
16	REVISED TO REFLECT COMMENTS	21/01/04
17	REVISED TO REFLECT COMMENTS	28/01/04
18	REVISED TO REFLECT COMMENTS	04/02/04
19	REVISED TO REFLECT COMMENTS	11/02/04
20	REVISED TO REFLECT COMMENTS	18/02/04
21	REVISED TO REFLECT COMMENTS	25/02/04
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98	REVISED TO REFLECT COMMENTS	16/08/05
99	REVISED TO REFLECT COMMENTS	23/08/05
100	REVISED TO REFLECT COMMENTS	30/08/05



**DESIGNER'S DECLARATION**  
 I, the undersigned, being duly qualified, do hereby certify that the design of the pipeline is in accordance with the relevant standards and specifications and that I am not aware of any circumstances which might render the design invalid or defective.

**DATE:** 09/10/03  
**SIGNATURE:** [Signature]

**ENGINEER'S DECLARATION**  
 I, the undersigned, being duly qualified, do hereby certify that the design of the pipeline is in accordance with the relevant standards and specifications and that I am not aware of any circumstances which might render the design invalid or defective.

**DATE:** 15/10/03  
**SIGNATURE:** [Signature]

**CONTRACTOR'S DECLARATION**  
 I, the undersigned, being duly qualified, do hereby certify that the construction and installation of the pipeline is in accordance with the relevant standards and specifications and that I am not aware of any circumstances which might render the construction invalid or defective.

**DATE:** 22/10/03  
**SIGNATURE:** [Signature]

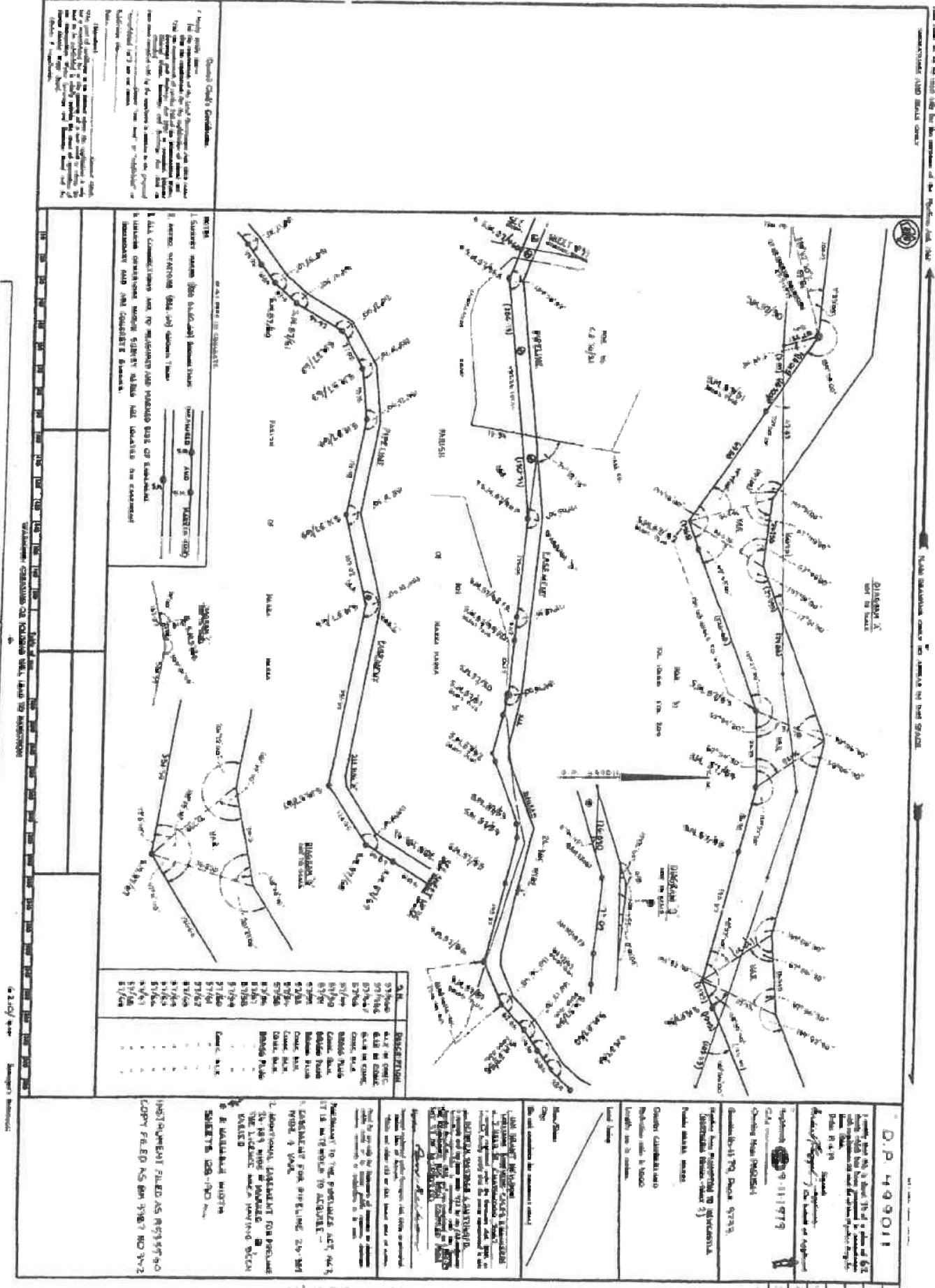
**APPROVAL AND SIGNATURES**

NAME	DESIGNER
NAME	ENGINEER
NAME	CONTRACTOR
NAME	CLIENT

**PROJECT INFORMATION**

PROJECT NAME: [Name]  
 PROJECT NO: [Number]  
 SHEETS: 120 - 129

**INSTRUMENT FILED AS 2003/560**  
**COPY FILED AS 2003/560**



D.P. 499011

1. This drawing is to show the layout of the wellbore system and the location of the completion intervals. It is to be used in conjunction with the wellbore logs and the completion logs.  
 2. The wellbore system is shown in plan view. The completion intervals are shown in section view.  
 3. The wellbore system is shown in section view. The completion intervals are shown in plan view.  
 4. The wellbore system is shown in section view. The completion intervals are shown in section view.  
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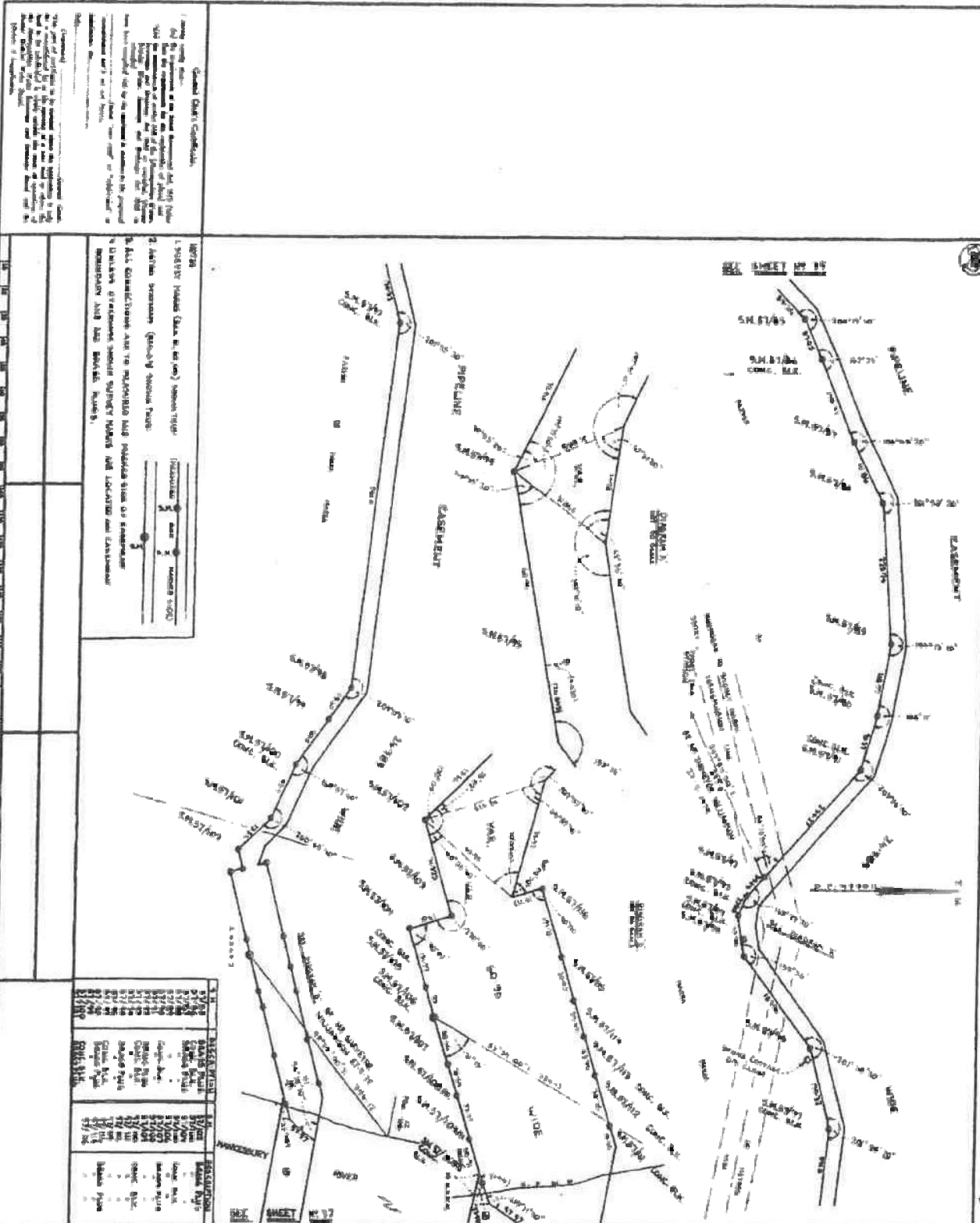
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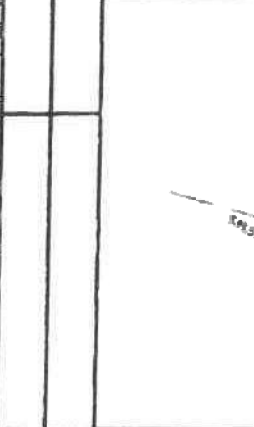


This Plan is to be used only for the purposes of the Highway Act, 1960.  
 MEASUREMENTS AND TITLES ONLY TO APPEAR IN THIS SPACE  
 CHECK LINE ONLY



General Notes:  
 1. The easement is for the purpose of the Highway Act, 1960.  
 2. The easement is for the purpose of the Highway Act, 1960.  
 3. The easement is for the purpose of the Highway Act, 1960.  
 4. The easement is for the purpose of the Highway Act, 1960.  
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1. The easement is for the purpose of the Highway Act, 1960.  
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STATION	BEARING	DISTANCE	REMARKS
1	S 89° 15' 00\"/>		

INSTRUMENT FILED AS RSTP/CO  
 COPY FILED AS BN 1787 NO 2472

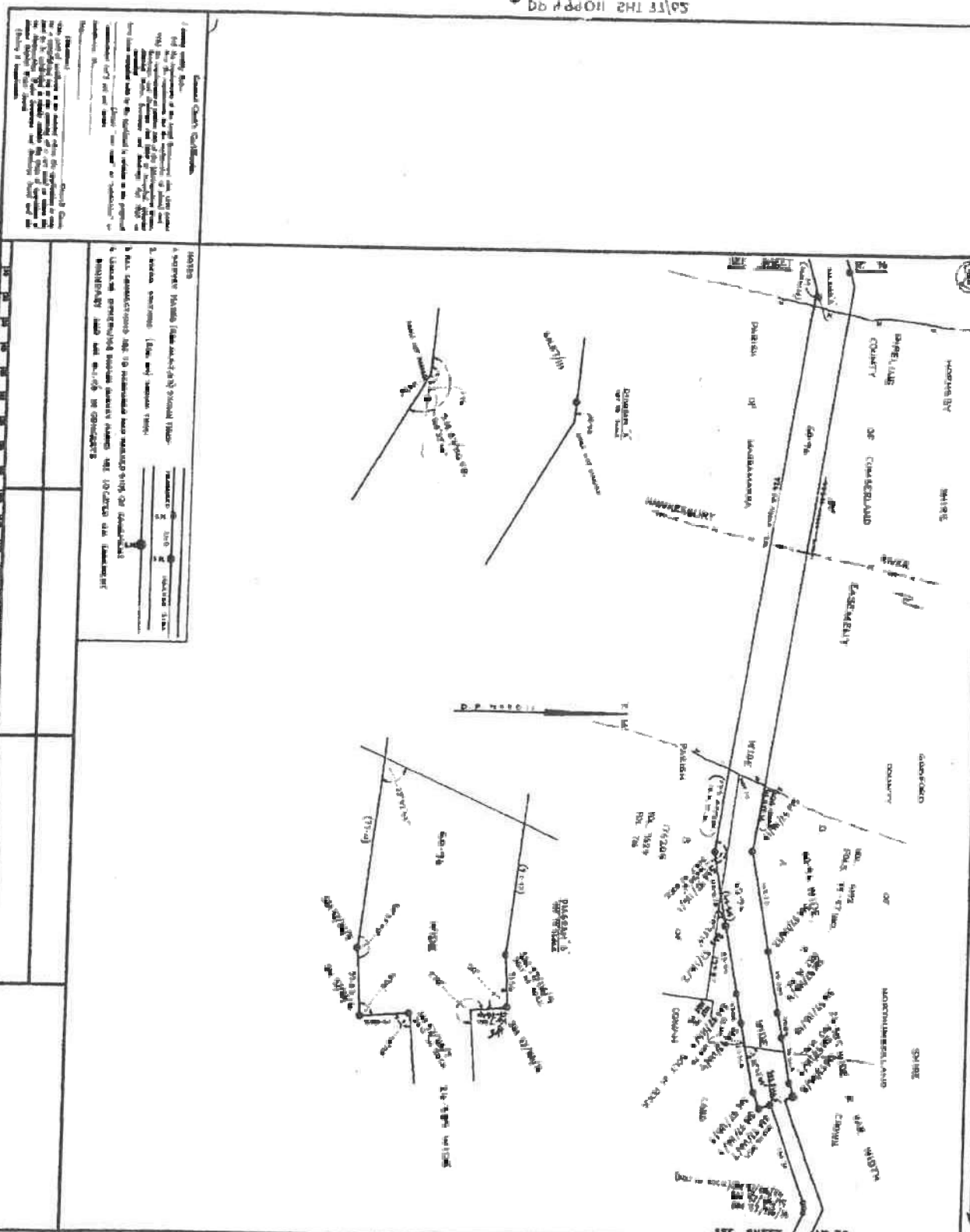
**D.P. 499011**

1. The easement is for the purpose of the Highway Act, 1960.  
 2. The easement is for the purpose of the Highway Act, 1960.  
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1:1000 Scale  
 1:1000 Scale  
 1:1000 Scale

5011 THE HOPPER RD

Scale: 1:10000  
 Date: 10/09/01  
 Project: 0499011



**General Notes:**  
 1. This plan is a plan of subdivision of land.  
 2. The boundaries shown on this plan are based on the survey data provided to the Registrar of Deeds.  
 3. The Registrar of Deeds is not responsible for the accuracy of the survey data provided to him.  
 4. The Registrar of Deeds is not responsible for the accuracy of the information provided to him by the applicant.  
 5. The Registrar of Deeds is not responsible for the accuracy of the information provided to him by the public.

**Notes:**  
 1. The boundaries shown on this plan are based on the survey data provided to the Registrar of Deeds.  
 2. The Registrar of Deeds is not responsible for the accuracy of the survey data provided to him.  
 3. The Registrar of Deeds is not responsible for the accuracy of the information provided to him by the applicant.  
 4. The Registrar of Deeds is not responsible for the accuracy of the information provided to him by the public.

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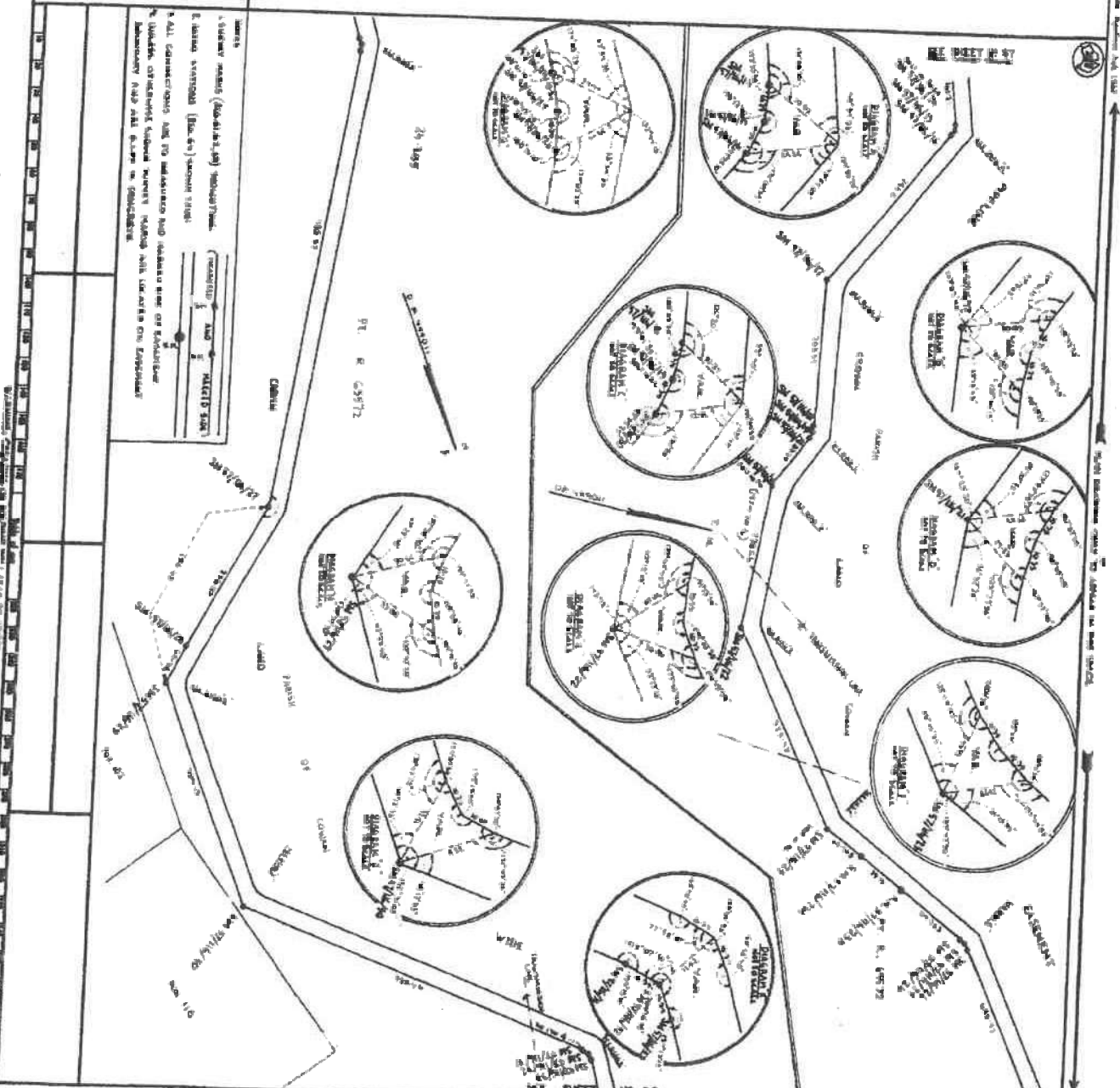
**REGISTERED PLAN NO 499011**  
 COPY FILED AS BK 1187 NO 342

**REGISTERED PLAN NO 499011**  
 COPY FILED AS BK 1187 NO 342

5011 THE HOPPER RD

This form is to be filled out by the engineer of the Railroad and used to...

**General Notes:**  
 1. The information on this drawing is for the use of the Railroad only and should not be used for any other purpose.  
 2. The Railroad is not responsible for any errors or omissions on this drawing.  
 3. The Railroad is not responsible for any damage or injury resulting from the use of this drawing.  
 4. The Railroad is not responsible for any loss of property resulting from the use of this drawing.  
 5. The Railroad is not responsible for any delay or interruption of service resulting from the use of this drawing.  
 6. The Railroad is not responsible for any other consequences resulting from the use of this drawing.



D P 494011 11-1979	Drawing Title 11-1979	Drawing No. 11-1979	Drawing Date 11-1979	Drawing Scale 11-1979	Drawing Author 11-1979	Drawing Checker 11-1979	Drawing Approver 11-1979
Additional notes and specifications regarding the drawing, including references to other drawings and project details.							

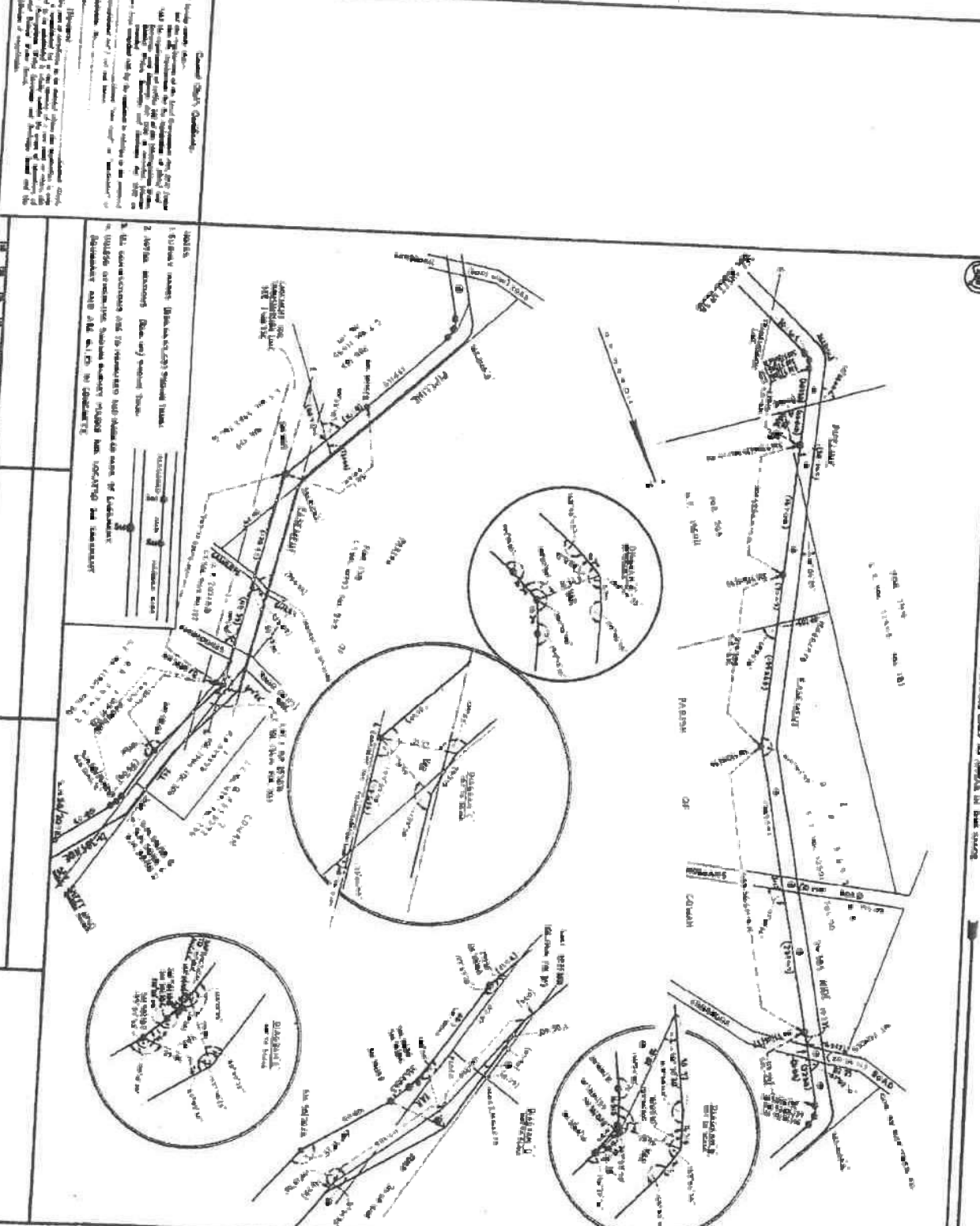
DRAWING TITLE

REVISIONS TO THE DRAWING ARE INDICATED BY CIRCLED NUMBERS IN THE MARGINS OF THIS DRAWING. THE LATEST REVISION IS THE MOST APPLICABLE. THE DRAWING IS NOT TO BE USED UNLESS ALL REVISIONS ARE INCORPORATED.

REVISIONS TO THE DRAWING ARE INDICATED BY CIRCLED NUMBERS IN THE MARGINS OF THIS DRAWING. THE LATEST REVISION IS THE MOST APPLICABLE. THE DRAWING IS NOT TO BE USED UNLESS ALL REVISIONS ARE INCORPORATED.



Scale: 1" = 100' (Horizontal) 1" = 20' (Vertical)



**NOTES:**

1. Survey shows (Dashed) Right of Way (ROW) boundary.
2. All structures shown (Dashed) subject to ROW.
3. All structures shown (Dashed) subject to ROW.
4. All structures shown (Dashed) subject to ROW.

WARRANTY CERTAIN TO BE AVOIDED BY THE CONTRACTOR

D.P. 499011

1. I hereby certify that I am a duly licensed Professional Engineer in the State of Oklahoma, and that I am the author of the above drawings and specifications.

*[Signature]*  
 Of Record of Approval

Approved: 9-11-1979

Checked: 10-17-79, Page 3713

Project: [illegible]

Scale: 1" = 100' (Horizontal) 1" = 20' (Vertical)

Drawn: [illegible]

Checked: [illegible]

Approved: [illegible]

1. ADULTERATION, CANCELLATION FOR PERJURY, FRAUD, OR OTHER CAUSE SHALL BE A CAUSE FOR THE CANCELLATION OF THIS CONTRACT.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

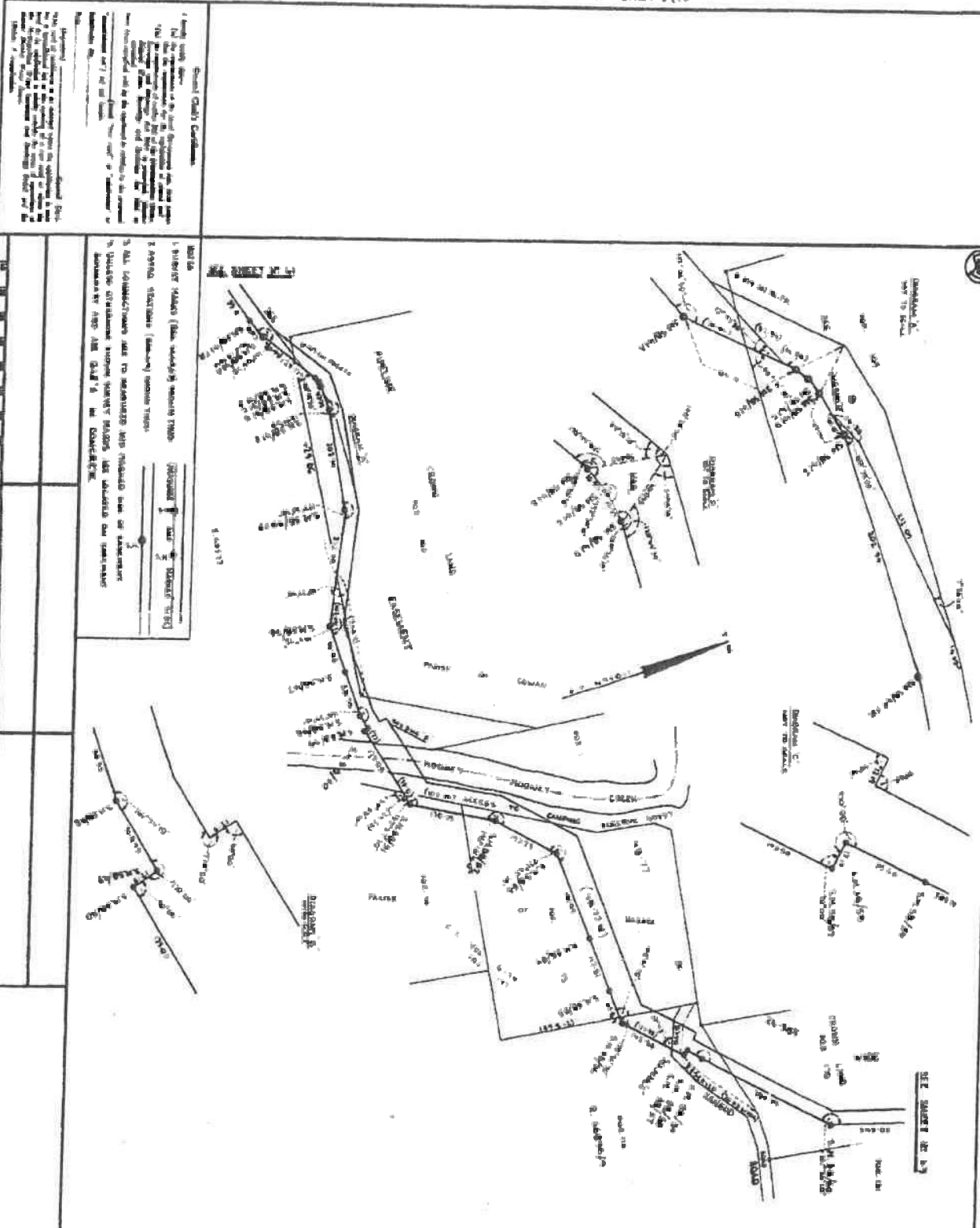
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Dr Padden 241 3475





This Plan is to be used only for the purpose of the Malware Lab 2003  
 Malware Lab 2003  
 This Malware Lab 2003



**Special Order Conditions**

1. This plan is to be used only for the purpose of the Malware Lab 2003. It is not to be used for any other purpose.

2. The Malware Lab 2003 is a confidential document and its contents are not to be disclosed to any third party without the express written consent of the Malware Lab 2003.

3. The Malware Lab 2003 is a confidential document and its contents are not to be disclosed to any third party without the express written consent of the Malware Lab 2003.

**Notes**

1. Review Malware (File naming) security 7100

2. Review Malware (File naming) security 7100

3. All connections are to be made using the Malware Lab 2003. Do not use any other connections.

4. Malware Lab 2003 is a confidential document and its contents are not to be disclosed to any third party without the express written consent of the Malware Lab 2003.

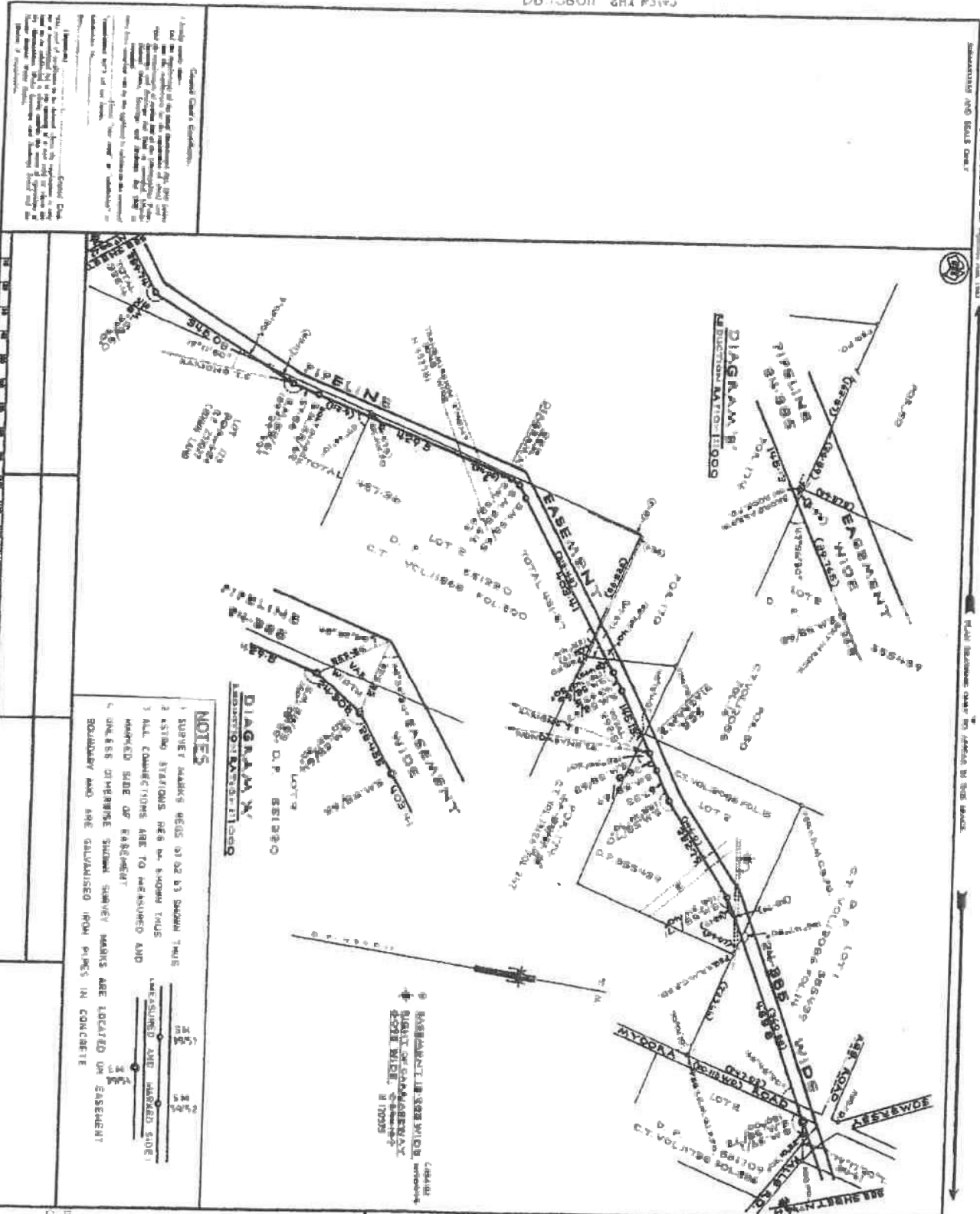
Malware Lab 2003  
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Malware Lab 2003  
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 Malware Lab 2003

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0499011  
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Malware Lab 2003  
 Malware Lab 2003  
 Malware Lab 2003



**NOTES**

- 1 SURVEY MARKS HEADS 01 02 03 SHOWN THIS
- 2 ALL STATION MARKS ARE TO BE SHOWN THIS
- 3 ALL CONNECTIONS ARE TO BE MEASURED AND MARKED SIDE OF EASEMENT
- 4 THE 155' DIAMETER SHOWN SURVEY MARKS ARE LOCATED ON EASEMENT BOUNDARY AND ARE SALVAGED FROM PIPES IN CONCRETE

WASHING CONNECTION OR FOLDING THE ROAD TO RESIDUAL

800/58/5

8300/58/5

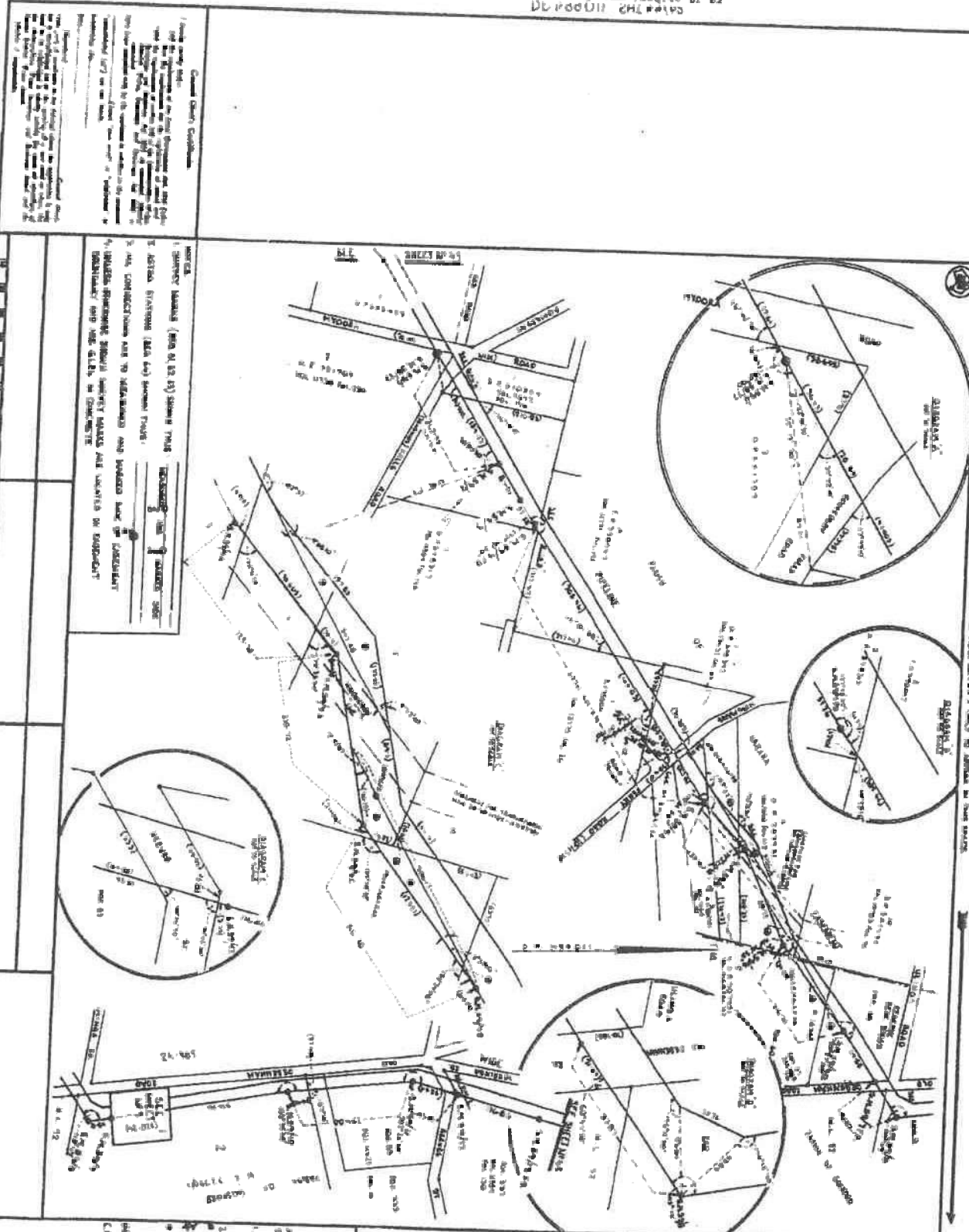
REV 17

<p>DATE: 09/11/2016</p> <p>PROJECT: PUMP ROOM TO METASTALL CONNECTION FROM HANA A</p> <p>CLIENT: NORTHUMBRIA</p> <p>ADDRESS: 11, 2000</p> <p>SCALE: 1:500</p>	<p>PROJECT: PUMP ROOM TO METASTALL CONNECTION FROM HANA A</p> <p>CLIENT: NORTHUMBRIA</p> <p>ADDRESS: 11, 2000</p> <p>SCALE: 1:500</p>	<p>DATE: 09/11/2016</p> <p>PROJECT: PUMP ROOM TO METASTALL CONNECTION FROM HANA A</p> <p>CLIENT: NORTHUMBRIA</p> <p>ADDRESS: 11, 2000</p> <p>SCALE: 1:500</p>	<p>DATE: 09/11/2016</p> <p>PROJECT: PUMP ROOM TO METASTALL CONNECTION FROM HANA A</p> <p>CLIENT: NORTHUMBRIA</p> <p>ADDRESS: 11, 2000</p> <p>SCALE: 1:500</p>	<p>DATE: 09/11/2016</p> <p>PROJECT: PUMP ROOM TO METASTALL CONNECTION FROM HANA A</p> <p>CLIENT: NORTHUMBRIA</p> <p>ADDRESS: 11, 2000</p> <p>SCALE: 1:500</p>
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INDUMENT FILED AS A979560  
 COPY FILED AS BR 3787 NO 7-2

8300/58/5 REV 17

This drawing is to be read with the assistance of the notes on the back of this sheet.  
 CONTRACT NO. 0498011



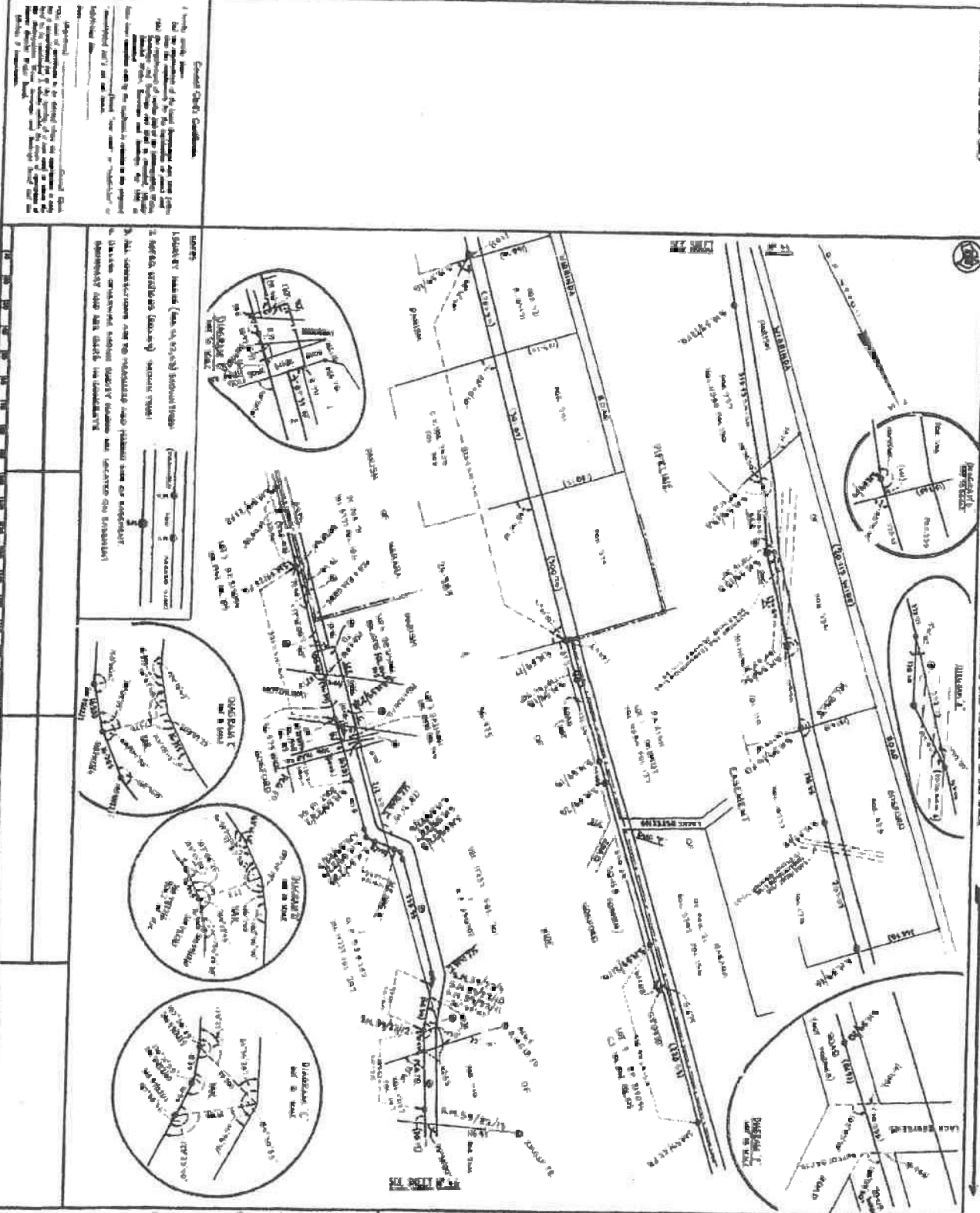
**General Notes:**  
 1. The information on this drawing is based on the information provided by the client and is not to be used for any other purpose.  
 2. The client is responsible for obtaining all necessary permits and approvals from the appropriate authorities.  
 3. The client is responsible for providing all necessary information and data for the preparation of this drawing.  
 4. The client is responsible for providing all necessary information and data for the preparation of this drawing.

**NOTES:**  
 1. SHOWN AS PER (SEE 02.02) SHOWING THAT  
 2. AS PER (SEE 02.02) SHOWING THAT  
 3. AS PER (SEE 02.02) SHOWING THAT  
 4. AS PER (SEE 02.02) SHOWING THAT  
 5. AS PER (SEE 02.02) SHOWING THAT  
 6. AS PER (SEE 02.02) SHOWING THAT  
 7. AS PER (SEE 02.02) SHOWING THAT  
 8. AS PER (SEE 02.02) SHOWING THAT  
 9. AS PER (SEE 02.02) SHOWING THAT  
 10. AS PER (SEE 02.02) SHOWING THAT

**LEGEND:**  
 - - - - - EASEMENT  
 - - - - - PROPOSED CONSTRUCTION  
 - - - - - EXISTING CONSTRUCTION  
 - - - - - PROPERTY BOUNDARY  
 - - - - - UTILITY EASEMENT  
 - - - - - SIDEWALK EASEMENT  
 - - - - - DRIVEWAY EASEMENT

<p><b>D.P. 0498011</b></p> <p>1. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p> <p>2. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p> <p>3. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p> <p>4. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p> <p>5. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p> <p>6. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p> <p>7. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p> <p>8. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p> <p>9. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p> <p>10. I certify that this is a true and correct copy of the original drawing as shown on the back of this sheet.</p>	
<p><b>DATE:</b> 20-Jan-2016</p> <p><b>TIME:</b> 18:23</p> <p><b>PROJECT:</b> DL 00011 CH 14193</p> <p><b>CLIENT:</b> [Name]</p> <p><b>DESIGNER:</b> [Name]</p> <p><b>CHECKER:</b> [Name]</p> <p><b>APPROVER:</b> [Name]</p> <p><b>SCALE:</b> [Scale]</p> <p><b>UNIT:</b> [Unit]</p> <p><b>PROJ. NO.:</b> [Project Number]</p> <p><b>COPIES:</b> [Number of Copies]</p> <p><b>FILED AS:</b> [File Name]</p>	

THIS DRAWING IS TO BE USED ONLY FOR THE PURPOSES OF THE PROJECT AND SHALL BE VOID FOR ANY OTHER PURPOSES.



**General Notes:**  
 1. The survey was conducted in accordance with the provisions of the Survey Act, R.S.O. 1990, Chapter S.5, and the Survey Regulations, R.R.O. 1990, Chapter S.5/01.  
 2. The survey was conducted by a Licensed Professional Surveyor.  
 3. The survey was conducted on the day of the week of the date of the survey.  
 4. The survey was conducted at the time of the day of the date of the survey.  
 5. The survey was conducted at the place of the date of the survey.

**Legend:**  
 1. Property boundaries (see also S.5/01 Survey Act)  
 2. Easements (see also S.5/01 Survey Act)  
 3. Other features (see also S.5/01 Survey Act)

**Scale:** 1" = 100'  
 1" = 30.48m

**North Arrow:** True North

**Projection:** UTM Zone 18N

**Datum:** NAD 83

**Units:** Feet and Meters

6509/48 Survey Station

DATE: 01-11-2016

PROJECT: 18-0000

CLIENT: 18-0000

SCALE: 1" = 100'

PROJ: UTM Zone 18N

DATUM: NAD 83

**INSTRUMENT FILED AS 0595540**  
**COMP. FILED AS 0595540**

DATE: 01-11-2016

PROJECT: 18-0000

CLIENT: 18-0000

SCALE: 1" = 100'

PROJ: UTM Zone 18N

DATUM: NAD 83

**PROPERTY TO THE PROPERTY**

1. Easement for utility lines (see also S.5/01 Survey Act)

2. Easement for access (see also S.5/01 Survey Act)

3. Easement for drainage (see also S.5/01 Survey Act)

4. Easement for other purposes (see also S.5/01 Survey Act)

**PROPERTY TO THE PROPERTY**

1. Easement for utility lines (see also S.5/01 Survey Act)

2. Easement for access (see also S.5/01 Survey Act)

3. Easement for drainage (see also S.5/01 Survey Act)

4. Easement for other purposes (see also S.5/01 Survey Act)

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3. Easement for drainage (see also S.5/01 Survey Act)

4. Easement for other purposes (see also S.5/01 Survey Act)

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3. Easement for drainage (see also S.5/01 Survey Act)

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3. Easement for drainage (see also S.5/01 Survey Act)

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2. Easement for access (see also S.5/01 Survey Act)

3. Easement for drainage (see also S.5/01 Survey Act)

4. Easement for other purposes (see also S.5/01 Survey Act)

**PROPERTY TO THE PROPERTY**

1. Easement for utility lines (see also S.5/01 Survey Act)

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2. Easement for access (see also S.5/01 Survey Act)

3. Easement for drainage (see also S.5/01 Survey Act)

4. Easement for other purposes (see also S.5/01 Survey Act)

**PROPERTY TO THE PROPERTY**

1. Easement for utility lines (see also S.5/01 Survey Act)

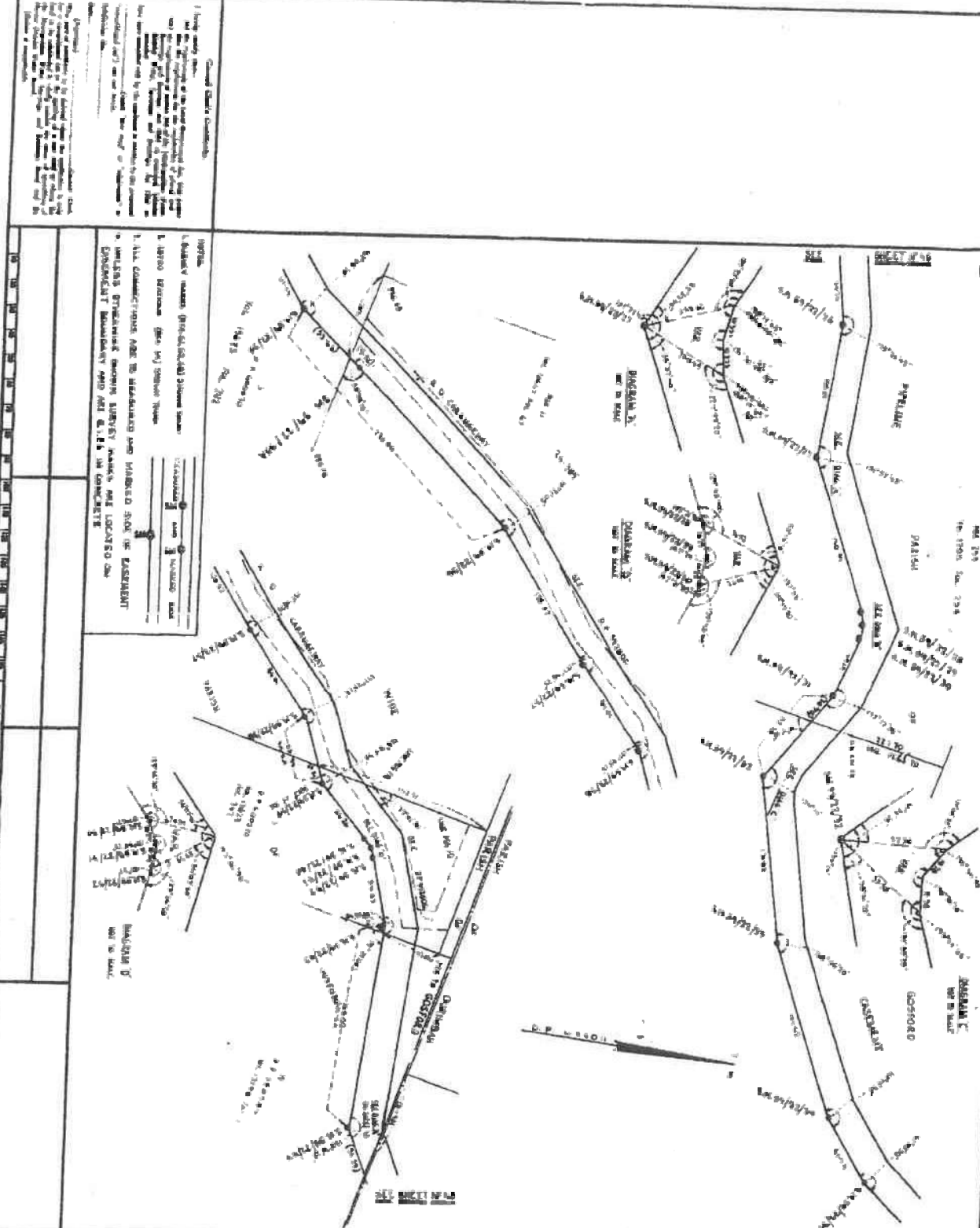
2. Easement for access (see also S.5/01 Survey Act)

3. Easement for drainage (see also S.5/01 Survey Act)

4. Easement for other purposes (see also S.5/01 Survey Act)







**1. Large utility easement.**  
 The purpose of this easement is to allow the utility company to install, maintain, and repair its utility lines within the easement area. The easement is shown on this plan as a shaded area along the S. 20th St. and S. 21st St. easements.

**2. Utility easement (10' x 10' x 10' x 10').**  
 The purpose of this easement is to allow the utility company to install, maintain, and repair its utility lines within the easement area. The easement is shown on this plan as a shaded area along the S. 22nd St. and S. 23rd St. easements.

**3. Utility easement (10' x 10' x 10' x 10').**  
 The purpose of this easement is to allow the utility company to install, maintain, and repair its utility lines within the easement area. The easement is shown on this plan as a shaded area along the S. 24th St. and S. 25th St. easements.

**D. P. 4-99011**  
 Prepared by: [Signature]  
 Date: 9-11-1979  
 Checked by: [Signature]  
 Date: 9-11-1979  
 Station: S. 20th St. at S. 21st St.

INSTRUMENT FILED AS 4-99011  
 COPY FILED AS DP 4-99011 F

RECORDED TO THE INSTRUMENT ACT AND  
 IT IS HEREBY CERTIFIED THAT THIS INSTRUMENT  
 IS A VALID INSTRUMENT AND THAT THE SAME  
 HAS BEEN RECORDED IN THE PUBLIC RECORDS  
 OF THE STATE OF ILLINOIS.

PLAN AMENDED PLR 2.0. (100000) (100000)

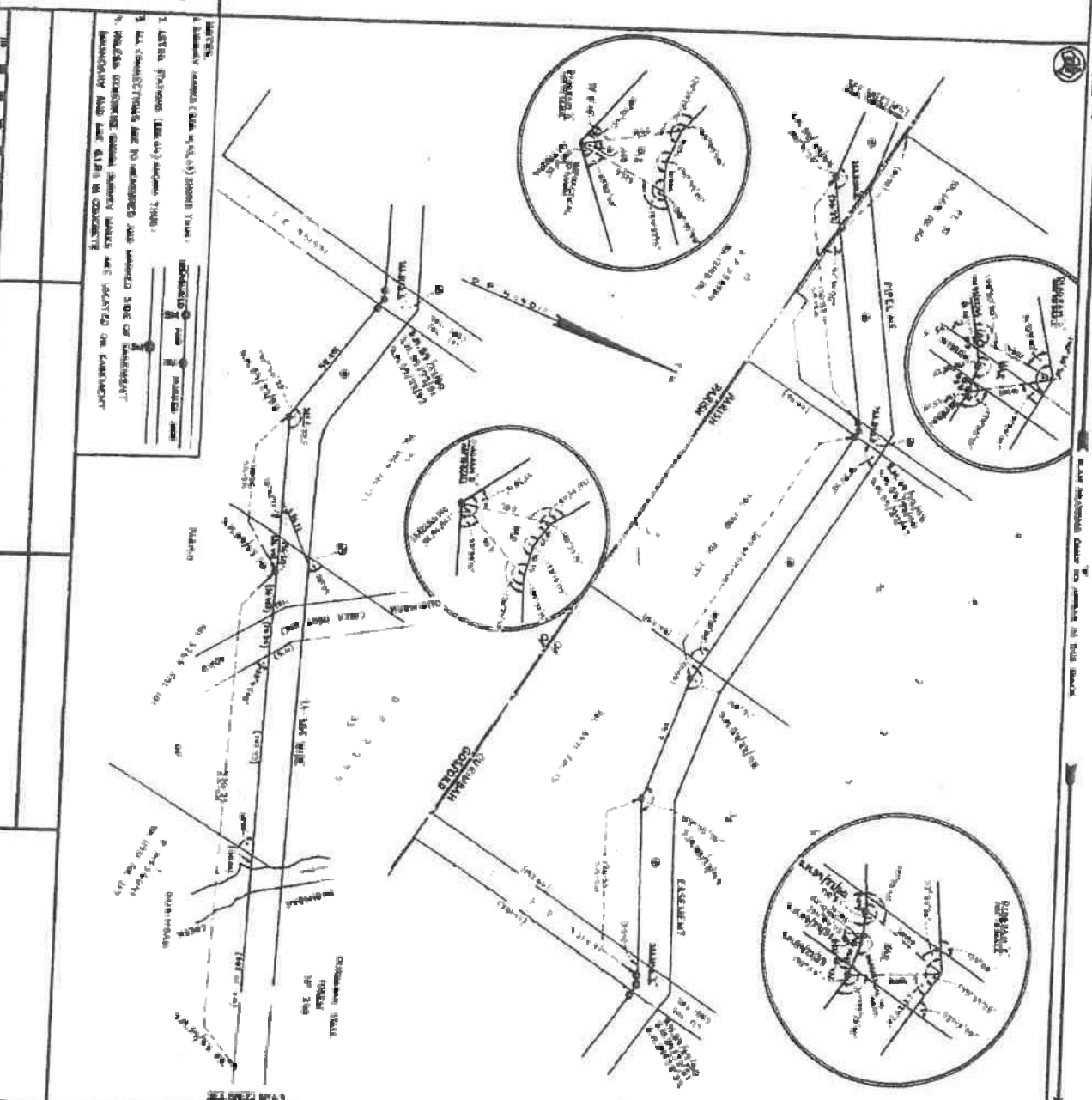
SHEET 47

Surveyor's Seal

DP 4-99011 F SHEET 20 OF 24

**General Notes:**

- The survey was conducted in accordance with the Survey Act and Regulations.
- The boundaries shown are based on the survey data and are not guaranteed to be true.
- The area shown is for information only and should not be used for legal purposes.
- The survey was conducted on 09-Oct-2001 by BC 001.
- The map is a plan view and does not show elevation or topography.
- The map is a black and white print and does not show color.
- The map is a technical drawing and should be treated as such.
- The map is a legal document and should be treated as such.
- The map is a public document and should be treated as such.



<b>D.P. 499011</b> 18.F3	
This plan is a duplicate of a plan of land shown on the map of the Survey of the Province of British Columbia, File No. 0499011, and is intended to be used in accordance with the Survey Act.	
Date: 09-11-1979 Order No. DP 2344, P. 1184 Volume 10179, Page 9779 Title: Plan of Survey of the Property of the Province of British Columbia (District of Vancouver, Part 9) Area: 0.11111111	
County: DISTRICT OF VANCOUVER District: DISTRICT OF VANCOUVER Length: 0.11111111 Width: 0.11111111	
Instrument No. 15540 Date: 1979-10-09	
Registered on 1979-10-09 Title: Plan of Survey of the Property of the Province of British Columbia (District of Vancouver, Part 9)	
This instrument is subject to the provisions of the Survey Act and Regulations, and is intended to be used in accordance with the Survey Act.	
Registered on 1979-10-09 Title: Plan of Survey of the Property of the Province of British Columbia (District of Vancouver, Part 9)	
Instrument No. 15540 Date: 1979-10-09	
Registered on 1979-10-09 Title: Plan of Survey of the Property of the Province of British Columbia (District of Vancouver, Part 9)	

INSTRUMENT FILED AS P37540  
 COPY FILED AS DA 9587 NO 142

0499011 18.F3