

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Redden Family Real Estate 3 Gilgai Court, Dubbo, NSW 2830	Phone: 0409 844 036 Ref: Michael Redden
co-agent		
vendor	Jason Douglas Everingham and Cheree Louise Everingham 4R Thurloo Road, Dubbo, NSW 2830	
vendor's solicitor	Orana Conveyancing 6, 173 Darling Street, Dubbo NSW 2830 PO Box 612, Dubbo NSW 2830	Phone: 02 6882 1133 Email: jenny@oranaconveyancing.com.au Fax: 02 6882 1199 Ref: JW:DL:229303
date for completion land (address, plan details and title reference)	42nd day after the contract date 4R Thurloo Road, Dubbo, New South Wales 2830 Registered Plan: Lot 197 Plan DP 285134 Folio Identifier 197/285134	(clause 15)
improvements	<input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" type="checkbox"/> HOUSE <input checked="" type="checkbox"/> garage <input checked="" 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: Pergola, Swimming Pool	
attached copies	<input 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"/> air conditioning <input checked="" type="checkbox"/> clothes line <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input checked="" type="checkbox"/> blinds <input checked="" type="checkbox"/> curtains <input checked="" type="checkbox"/> insect screens <input checked="" type="checkbox"/> solar panels <input checked="" type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input checked="" type="checkbox"/> pool equipment <input checked="" type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond**☐ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☐ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

SPECIAL CONDITIONS

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

BETWEEN **Jason Douglas Everingham and Cheree Louise Everingham** of 4R Thurloo Road, Dubbo, New South Wales (**Vendor**)

AND of (**Purchaser**)

1. Special Conditions to Prevail

In the event of any inconsistency between these Special Conditions and the printed form of Contract, these Special Conditions shall prevail to the extent of the inconsistency.

2. Notice to Complete

- (a) In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a Notice to Complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- (b) In the event that a Notice to Complete is issued by the Vendor the Purchaser will pay on completion an amount of \$275.00 (including GST) being the Vendors legal costs in respect of the issue of such notice, the payment of which is an essential term of this contract and will be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.

3. Death or incapacity

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

4. Purchaser acknowledgements

Without excluding, modifying or restricting the Purchaser's rights pursuant to section 52(2)(b) of the *Conveyancing Act 1919 (NSW)* and the *Conveyancing (Sale of Land) Regulation 2017 (NSW)*:

- (a) The property is sold in its current condition and state of repair (including structural repair) as at the contract date and the Purchaser accepts it with all faults and latent and patent defects, and all infestations and dilapidations; and
- (b) By entering into the contract, the Purchaser acknowledges that they are purchasing the property as a result of their own inspections and inquiries and represents and warrants to the Vendor that they have satisfied themselves in relation to:
 - (i) the condition and state of repair of the property;
 - (ii) the position of any improvements on the property and whether or not those improvements comply with the Local Government Act 1993 (NSW) and the Environmental Assessment Act 1979 (NSW);
 - (iii) the area and legal boundaries of the property;
 - (iv) access to the property;
 - (v) the nature, location, availability or non-availability of the services or defects in the services;
 - (vi) whether or not the property is subject to or has the benefits of any rights or easements in respect of the services;
 - (vii) any underground or surface stormwater drain passing through or over the property or any manhole vent on the property; and
- (c) The Purchaser acknowledges and agrees that:
 - (i) The Vendor does not hold a survey report in respect to area and boundaries of the property;
 - (ii) The Vendor does not hold a building certificate in respect to the improvements on the property; and

The Purchaser cannot make a requisition or a claim for compensation or attempt to delay completion or attempt to rescind or attempt to terminate the contract for any matters covered by this clause.

5. Late completion

- (a) In the event that completion does not take place on the nominated day for completion due to any reason other than the default of the Vendor then the purchaser shall pay to the Vendor interest on the balance of purchase price at the rate of 10% per annum calculated daily from the date nominated for completion until and including the actual day of completion.

- (b) In addition, in the event that completion does take place at the agreed nominated day for completion due to any reason other than the default of the Vendor then the Purchaser will pay on completion an additional amount of \$165.00 (including GST) being reasonable costs incurred by the Vendor as a consequence of the cancelled or re-arranged settlement, the payment of which is an essential term of this contract and will be allowed by the Purchaser in favour of the Vendor as an additional adjustment on completion.

6. Agent

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

7. Whole Agreement

- (a) To the extent permitted by law, in relation to the subject matter, this contract:
 - (i) Embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties; and
 - (ii) Supercedes any prior written or other agreement of the parties.
- (b) Without limiting 7(a), the Vendor does not warrant or represent that any information or statements contained or referred to in any brochure, advertisement or other document made available by or on behalf of the Vendor in connection with this sale or this contract is accurate or complete.
- (c) The Purchaser acknowledges and agrees:
 - (i) This contract constitutes the whole agreement of the parties as to its subject matter;
 - (ii) This contract supersedes all prior representations, agreements, understandings, negotiations, writings, or discussions as to its subject matter; and
 - (iii) The purchaser has not relied on any representations made to it or by or on behalf of the Vendor or its agents in relation to the property and/or the use of the property.
- (d) The Purchaser represents and warrants that the Purchaser:
 - (i) Has not relied on any brochure, advertisement or other document referred to in 7(b);

- (ii) Has made its own inquiries in relation to the property;
- (iii) Does not rely on any representation, letter, documents or arrangement (whether oral or in writing) or other conduct as adding to or amending this contract;
- (iv) Is satisfied as to all information relevant to the risks, contingences and other circumstances affecting the purchase of the property; and
- (v) Is satisfied as to the need for and the existence or validity of any development or other approval for the property.

8. Smoke alarms

The property has smoke alarms installed.

9. Deposit bond

- a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

10. Exchange on less than 10% deposit

Notwithstanding any other provision of this contract, if the deposit paid by the Purchaser on or before the contract date in accordance with the provisions of clause 2 (Initial Deposit) is less than ten percent (10%) of the price, then the amount of the deposit that may be kept or recovered by the Vendor under clause 9 shall be deemed to be ten percent (10%) of the price.

The difference, if any, between the Initial Deposit and ten percent (10%) deposit of the price (Balance Deposit) will be payable by the Purchaser to the Vendor on the earlier to occur of:

- (a) The date of completion;
- (b) Default by the purchaser entitling the vendor to keep or recover the deposit.

If the Purchaser fails to pay the balance deposit to the Vendor pursuant to this clause, the Vendor is entitled to sue the Purchaser for the Balance Deposit as a liquidated debt in addition to any other remedies available to the Vendor.

11. Electronic Signatures

- (a) The Parties agree to accept the signatures by either party which are done way by facsimile, photocopy or any other form of Electronic Signature for the purposes of exchange of Contracts;
- (b) The Parties agree that they shall not make any requisition, objection, claim or delay completion due to the manner of execution of this Contract as referred to in special condition 9(a);
- (c) For the purposes of the Electronic Transactions Act 1999 (Cth) and the Electronic Transactions Act 2000 (NSW) each Party consents to receiving and receiving the Contract electronically.
- (d) The parties agree that the original signatures will be provided to the other party in due course prior to completion.

12. Requisitions on Title

The purchaser acknowledges that the Requisitions on Title which follow are deemed to be the requisitions raised by the purchaser pursuant to clause 5.1. No other requisitions shall be made by the purchaser unless permitted by clauses 5.2 or 5.3.

13. Land tax Certificate

The vendor will upon exchange of contracts provide the purchasers or their legal representative with a current Section 47 Certificate.

14. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.

- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Settlement takes place when the financial settlements takes place.
- (e) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (f) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be reestablished the next working day, the parties must settle in the usual non-electronic manner as soon as possible but no later than three (3) working days after the initial electronic failure unless otherwise agreed.

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

15. Covid-19 Virus

For the benefit of both parties, should either party:

- (a) Contract the Covid-19 virus;
- (b) be placed in isolation in the property;
- (c) directed to self-isolate in the property; or
- (d) need to care for an immediate member of their household or family in the property who is directly affected by matters (a)-(c) above, then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice to Complete on that party until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Completion shall take place within seven (7) days from the date from which the party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he shall thoroughly disinfect the property prior to completion. For the purpose of clarity, thoroughly disinfect includes, but is not limited to, vacuuming carpets, cleaning air conditioning filters and using disinfectant

products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

(e) Neither party shall be liable to the other party for any loss caused by any failure to settle by the completion date due to legal or financial representatives being placed in a position where advice or provision of services is unavailable or delayed due to the covid-19 pandemic. The parties will agree on a new settlement date to effect settlement as soon as practicable, time being of the essence.

16. Planning Certificate

The Vendor discloses and the Purchaser acknowledges that the Section 10.7 (2) Certificate (Planning Certificate) attached to the contract does not comply with the updated Schedule 2 planning certificate requirements and section 290 of the *Environmental Planning and Assessment Regulation 2021* which commenced on the 1st October 2022.

The Purchaser accepts that the Planning Certificate hereto attached may not reflect the true status of the property as at the date of the contract and,

- (a) will not require the Vendor to provide an updated Planning Certificate nor will apply for an updated planning certificate from the local Council after the date of this contract but prior to completion;
- (b) Will not make any objection, requisition, delay completion or rescind this contract by reason of any of matters raised herein; and
- (c) This clause shall not merge on completion.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

BETWEEN Jason Douglas Everingham & Cheree Louise Everingham

(Vendor)

AND

(Purchaser)

PROPERTY: 4R Thurloo Road, Dubbo

Possession & Tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
5. If the tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey & Building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
- 16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
- 17. If a swimming pool is included in the property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
- 18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* or the *Encroachment of Buildings Act 1922*?

Affectations

- 19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 20. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the property?
- 21. Has the vendor any notice or knowledge that the property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the property?
 - (f) any contamination?
- 22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
- 23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

- 24. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions & Transfer

- 25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 27. Has the vendor installed roof insulation in the property under the Government Insulation Program? If so:
 - (a) When was the work completed?
 - (b) Which company carried out the work?
 - (c) Has a safety inspection been carried out? If so, please provide the appropriate certificate.
- 28. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

29. The purchaser reserves the right to make further requisitions prior to completion.
30. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

PPSR

31. Where the vendor is an individual or are individuals, please supply date of birth for the purpose of undertaking PPSR Searches.

Solar Panels

32. (a) Are solar panels on the property?
- (b) Are they subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged before completion or title transferred unencumbered to the vendor prior to completion.
- (c) Are they in working order?

Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 197/285134

SEARCH DATE	TIME	EDITION NO	DATE
16/9/2022	11:28 AM	5	31/10/2017

LAND

LOT 197 IN NEIGHBOURHOOD PLAN DP285134
AT EULOMOGO
LOCAL GOVERNMENT AREA DUBBO REGIONAL
PARISH OF BENI COUNTY OF LINCOLN
TITLE DIAGRAM DP285134

FIRST SCHEDULE

JASON DOUGLAS EVERINGHAM
CHEREE LOUISE EVERINGHAM
AS JOINT TENANTS

(T AF960416)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 INTERESTS RECORDED ON REGISTER FOLIO 1/285134
- 3 THIS NEIGHBOURHOOD SCHEME DOES NOT FORM PART OF A COMMUNITY SCHEME
- 4 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE NEIGHBOURHOOD PLAN
- 5 DP285134 RESTRICTION(S) ON THE USE OF LAND SECONDLY REFERRED TO (DOC10)
- 6 DP285134 RESTRICTION(S) ON THE USE OF LAND 10 AND 20 WIDE AND VARIABLE (N) REFERRED TO AND NUMBERED (1) IN THE SEC.88B INSTRUMENT (DOC.11)
- 7 DP285134 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE SEC.88B INSTRUMENT (DOC.11)
- 8 AM846852 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA
- * 9 AP211235 CAVEAT BY ACN 601 158 507 PTY LTD AS REGARDS THE INTERESTS OF JASON DOUGLAS EVERINGHAM
- * 10 AQ314499 CAVEAT BY MOULA FUNDING PTY LTD

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

225657:229303 Everingham

PRINTED ON 16/9/2022

Provided on 16/09/2022 11:28 AM by CITEC Confirm

* 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.

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Provided by CITEC Confirm

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/285134

SEARCH DATE	TIME	EDITION NO	DATE
4/10/2022	2:05 PM	4	22/1/2001

LAND

THE NEIGHBOURHOOD PROPERTY WITHIN LOT 1 IN NEIGHBOURHOOD PLAN
DP285134

AT EULOMOGO
LOCAL GOVERNMENT AREA DUBBO REGIONAL
PARISH OF BENI COUNTY OF LINCOLN
TITLE DIAGRAM DP285134

FIRST SCHEDULE

NEIGHBOURHOOD ASSOCIATION DP285134
ADDRESS FOR SERVICE OF DOCUMENTS:
"FIRGROVE" EULOMOGO ROAD M.S.7
DUBBO 2830

SECOND SCHEDULE (7 NOTIFICATIONS)

- * 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S) WITHIN THE
PART(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM
- * 2 LAND EXCLUDES MINERALS AS REGARDS PART SHOWN DESIGNATED IN THE
TITLE DIAGRAM - SEE CROWN GRANT(S)
- 3 THIS NEIGHBOURHOOD SCHEME DOES NOT FORM PART OF A COMMUNITY
SCHEME
- 4 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT AND DEVELOPMENT
CONTRACT OF THE NEIGHBOURHOOD SCHEME FILED WITH THE
NEIGHBOURHOOD PLAN
- 5 DP641904 EASEMENT FOR WATER SUPPLY 5 WIDE APPURTENANT TO THE
PART SHOWN SO BENEFITED IN THE TITLE DIAGRAM
- 6 Y564219 EASEMENT FOR TRANSMISSION LINE 45 WIDE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
2320741 EASEMENT VESTED IN NEW SOUTH WALES ELECTRICITY
TRANSMISSION AUTHORITY
- * AC875579 EASEMENT NOW VESTED IN COUNTRY ENERGY
- * 7 INITIAL PERIOD EXPIRED

NOTATIONS

DP285134 NOTE: DP285134 NEIGHBOURHOOD PLAN OF SUBDIVISION REGISTERED
13/4/1994.SUBDIVIDES LOTS 35 & 36
NOTE: DP285134 NEIGHBOURHOOD PLAN OF SUBDIVISION - REGISTERED
4.8.1994. SUBDIVIDES LOTS 47 & 48
O852804 NOTE: DP285134 NEIGHBOURHOOD PLAN OF SUBDIVISION - REGISTERED

END OF PAGE 1 - CONTINUED OVER

229301:229303 Everingham

PRINTED ON 4/10/2022

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/285134

PAGE 2

NOTATIONS (CONTINUED)

19.1.1996. SUBDIVIDES LOTS 64 & 65 INTO LOTS 66 TO 83 INCL. ROAD.
2981139 NOTE: DP285134 NEIGHBOURHOOD PLAN OF SUBDIVISION - REGISTERED
14.4.1997. SUBDIVIDES LOTS 82 & 83 INTO LOTS 84 TO 102 INCL. ROAD.
3779830 NOTE: DP285134 NEIGHBOURHOOD PLAN OF SUBDIVISION - REGISTERED
6.2.1998 SUBDIVIDES LOTS 101 & 102 INTO 103 TO 118 INCL. ROAD
DP285134 NOTE: NEIGHBOURHOOD PLAN OF SUBDIVISION REGISTERED 23-6-1999
SUBDIVIDES LOTS 131 & 132 INTO LOTS 133-150
DP285134 NOTE: DP285134 NEIGHBOURHOOD PLAN OF SUBDIVISION -
REGISTERED 5.11.1999. SUBDIVIDES LOTS 149 TO 150 INTO LOTS 151-165
DP285134 NOTE: DP285134 NEIGHBOURHOOD PLAN OF SUBDIVISION.REGISTERED
2/3/2000.SUBDIVIDES LOT 164 INTO LOTS166-182 AND LOT 165 IS NOW
ROAD.
DP285134 NOTE: REGISTERED 18.1.2001 SUBDIVIDES LOTS 176-182 INCLUSIVE
INTO LOTS 183-203 INCLUSIVE IN DP285134
DP285134 NOTE: REGISTERED 28.10.2014. SUBDIVIDES LOT 70 INTO LOTS
204-205 IN DP285134

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

229301:229303 Everingham

PRINTED ON 4/10/2022

Provided on 04/10/2022 01:05 PM by CITEC Confirm

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SIGNATURES, SEALS AND STAMPS OF REGISTERED PROFESSIONAL SURVEYORS, PUBLIC ROADS OR TO CREATE PUBLIC RESERVES, DRAINAGE RESERVES, EASEMENTS, RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS.

Signed at Dubbo 21/11/1993 in the Commonwealth Bank of Australia by its duly authorised Attorney under Power of Attorney by its.

BRADY JOHN BARBER
Regional Manager

BRADY JOHN BARBER
Regional Manager

BRADY JOHN BARBER
Regional Manager

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
(A.C.N. 005 151 523)

and, I, the said Attorney, declare that I have not received any notice of the revocation of the Power of Attorney registered in the Office of the Registrar General Sydney in the 815 Book 4011 under which this document is created.

BRADY JOHN BARBER
Regional Manager

BRADY JOHN BARBER
Regional Manager

BRADY JOHN BARBER
Regional Manager

Signed at Sydney 19/11/1993 in the Commonwealth Bank of Australia by its duly authorised Attorney under Power of Attorney by its.

BRADY JOHN BARBER
Regional Manager

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Regional Manager

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Regional Manager

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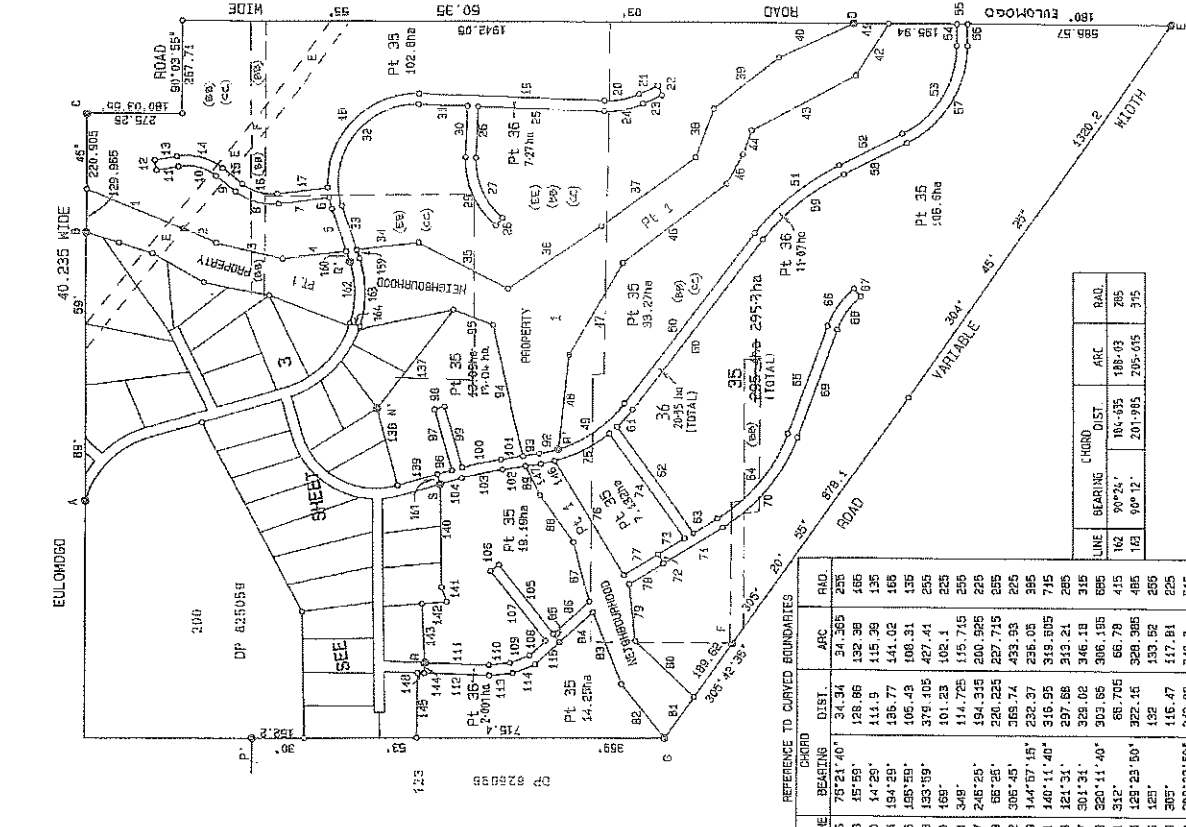
Signed at Sydney 19/11/1993 in the Commonwealth Bank of Australia by its duly authorised Attorney under Power of Attorney by its.

BRADY JOHN BARBER
Regional Manager

BRADY JOHN BARBER
Regional Manager

BRADY JOHN BARBER
Regional Manager

DETAIL PLAN



W EASEMENT FOR WATER SUPPLY 5 MILE
E EASEMENT FOR TRANSMISSION LINE 45 WIDE (WIDE YB4214)
F EASEMENT FOR TRANSMISSION LINE 45 WIDE (WIDE YB4214)

NEIGHBOURHOOD PLAN
DP 285134

Registered: 19/11/1993
C.A. SA 93-027 OF 15.10.1993
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: PARISH
Last Plan: DP 285062
PLAN OF SUBDIVISION OF LOTS
1-11 IN DP 285062, LOTS 1-10
IN DP 285087 & LOTS 15 & 6
IN DP 270026
(PURSUANT TO TERMINATION 1167314
OF SCHEMES DP 270026, DP 285062, DP 285087)
Lots are in meters. Reduction Ratio 1:1000

LC's
Municipal
City
Dubbo City
Locality: EULOHOG
Post: BENI
County: LINCOLN

This is sheet 3 of 3 of any plan in 5 sheets.
(Where applicable)

of
MATTHEW GERRARD THORNE
of
MATTHEW GERRARD THORNE
PO BOX 1642 DUBBO 2890
A surveyor registered under the Survey Act 1958, hereby
certifies that the survey represented in this plan is accurate, that
it was made in accordance with the Survey Act 1958 and that
the title and area computed are correct.

(Signature)
Matthew Thorne
Surveyor registered under
the Survey Act 1958

Over Line of Adjacent A-B the Survey Act 1958

Plans used in preparation of survey compilation:
DP 270026
DP 285062
DP 285087
DP 447136

PANEL FOR USE ONLY for statements of
intention to dedicate public roads, easements,
public reserves, drainage reserves, easements,
restrictions on the use of land or positive
covenants.

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919-1984, IT
INTENDED TO CREATE:-
1. RESTRICTIONS ON THE USE OF
LAND 10 & 20 MIDE (M)
2. EASEMENT FOR WATER SUPPLY
5 MIDE (M)
3. RESTRICTIONS ON THE USE OF LAND.
IT IS INTENDED TO DEDICATE
DELAH DOWNS ROAD (10 MIDE)
JANINA ROAD (20 MIDE) AND THE
EXTENSION OF TOWALE ROAD
(50 MIDE) TO THE PUBLIC.

HISTORICAL FILE

NEIGHBOURHOOD
PLAN
DP 285174

Registered: 19/11/2023

This is sheet 5 of my plan in 5 sheets
dated 9.8.93

M. THORPE

Surveyor registered under Surveyors Act 1929

This is sheet 5 of the plan of 6
sheets covered by my certificate of title
at 15/01/93

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2	1	
3	1	
4	1	
5	1	
6	1	
7	1	
8	1	
9	1	
10	1	
11	1	
12	1	
13	1	
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25	1	
26	1	
27	1	
28	1	
29	1	
30	1	
31	1	
32	1	
33	1	
34	1	
35	129	
36	PROPOSED ROAD	
TOTAL	152	

SEE NOW REPLACEMENT SHEET 5A

For the purposes of this plan, the area is indicated in any part on Plan

The authority of which this document has been executed.

The office of the Registrar General of the Province of Alberta is hereby

and hereby states that at the time of executing this instrument the

of the Province of Alberta is hereby

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Reduction Ratio 1:

SURVEYOR'S AFFIDAVIT

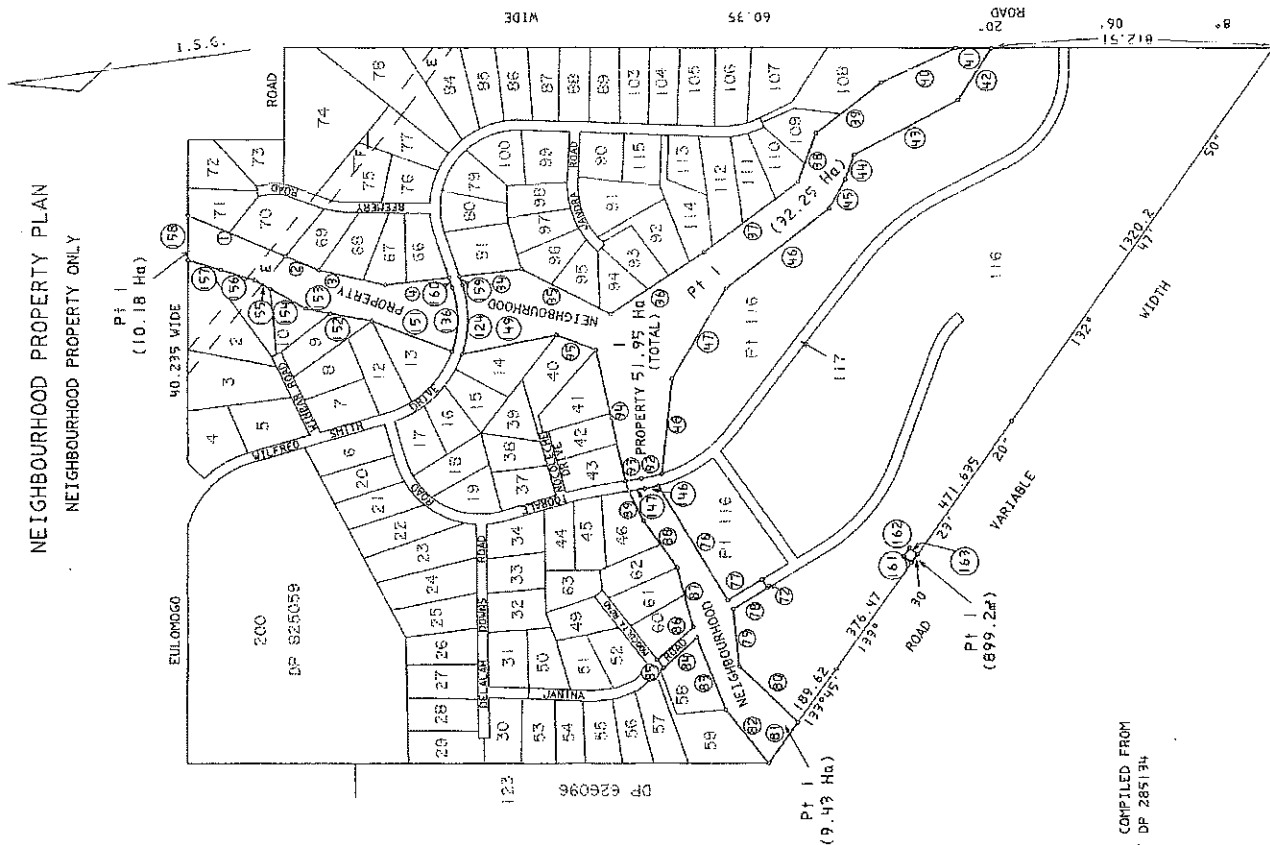
Plan Drawing only to appear in this space

M. THORPE

DATE 9.8.93

10	20	30	40	50	60	70	80	90	100	110	120	130	140	150	160	170	180	190	200	210	220	230	240	250	260	270	280	290	300	310	320	330	340	350	360	370	380	390	400
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THIS PLAN HAS BEEN COMPILED FROM
SHEETS 4 AND 14 OF DP 285134



REFERENCE TO SHORT LINES

LINE	BEARING	DISTANCE
1	211°02'25"	304.71
2	211°02'25"	104.18
3	201°02'25"	195.985
4	181°17'10"	185.59
34	181°17'10"	179.715
35	215°02'25"	290
76	154°16'50"	325.55
37	151°04'55"	341.32
38	118°02'25"	150
39	150°02'25"	240
40	163°02'25"	237.05
41	180°06'20"	102.515
42	181°27'05"	178.19
43	340°00'15"	339.94
44	298°02'25"	74.315
45	306°35'05"	98.055
46	307°03'25"	380.13
47	308°26'25"	306.115
48	294°13'45"	276.155
72	66°50'05"	30
76	246°50'05"	386.86
77	156°50'05"	115.935
78	336°50'05"	115.935
79	271°59'25"	166.385
80	231°20'55"	234.36
81	313°40'5	116.05
82	59°16'45"	156.77
83	76°24'45"	223.61
84	325°38'25"	130.115
85	59°38'25"	30.065
86	195°55'15"	141.23
87	82°48'55"	177.275
88	62°12'15"	166.775
89	71°40'45"	95.62
93	359°01'15"	51.5
94	85°29'15"	389.34
95	289°47'15"	122.535
147	179°01'15"	45.99
149	56°39'25"	29.045
150	23°26'25"	30.07
151	25°05'35"	248.14
152	18°26'45"	121.14
153	19°27'25"	70.78
154	37°12'35"	119.47
155	37°48'35"	50
156	25°22'20"	102.37
157	25°18'50"	99.11
158	98°02'10"	129.965
159	79°32'25"	25.785
160	259°32'25"	32.025
161	4°50'30"	30
162	133°23'20"	30
163	225°50'30"	30

REFERENCE TO CURVED BOUNDARIES

LINE	CHORD			RADIUS
	BEARING	DISTANCE	ARC	
92	354°47'25"	56.81	56.86	385
124	98°20'45"	203.08	206.775	315
136	278°32'25"	185.585	189.03	285
146	356°12'40"	40.585	40.7	415

Plan Drawing only to appear in this space

SURVIVOR'S REFERENCE: 190164(1) - CHECKLIST

DP 285134
Registered: <i>ja</i> 19-11-1998
This is sheet 1 of my plan in 2 sheets dated 17.3.98
<i>Witame</i>
Surveyor registered under Surveyors Act 1929
This is sheet 1 of the plan of 2 sheets covered by my Certificate No. <i>5477-60</i> of <i>17.3.98</i>
<i>Peterson</i> Apprentice-Surveyor / Authorised Person
For use where space is insufficient in any panel on Plan Form 2
REPLACEMENT SHEET 4B

Reduction Ratio 1: 10000

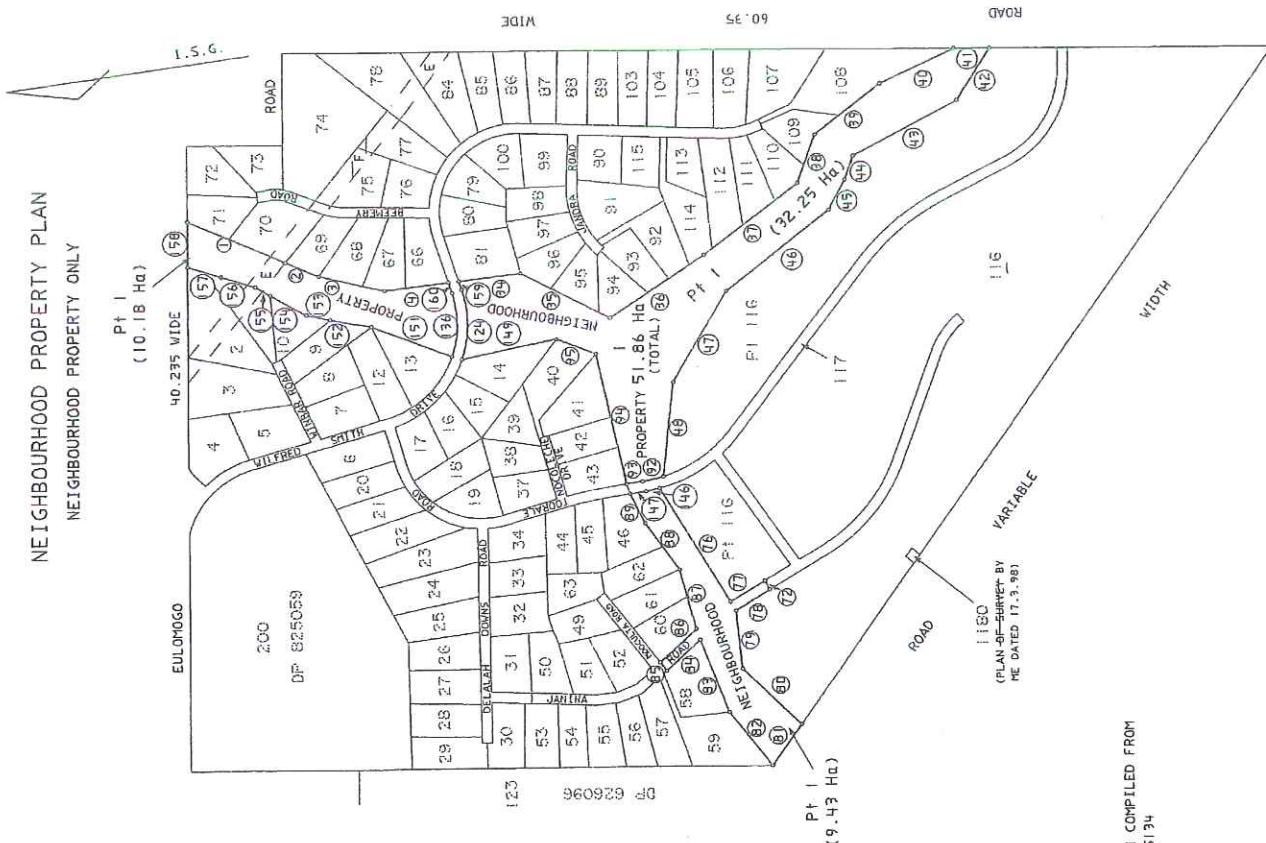
SURVEYOR'S REFERENCE : 190.641(2) - CHECKLIST

REFERENCE TO SHORT LINES

LINE	BEARING	DISTANCE
1	211°02'25"	304.71
2	211°02'25"	104.18
3	201°02'25"	195.985
4	181°17'10"	185.59
34	181°17'10"	179.715
35	215°02'25"	290
36	154°16'50"	325.55
37	151°04'55"	341.32
38	118°02'25"	150
39	150°02'25"	240
40	163°02'25"	237.05
41	188°06'20"	102.515
42	310°27'05"	178.19
43	340°00'15"	339.94
44	298°02'25"	74.315
45	306°35'05"	98.055
46	330°03'25"	380.13
47	308°26'25"	306.115
48	284°13'45"	276.155
72	66°50'05"	30
76	246°50'05"	386.86
77	156°50'05"	115.935
78	336°50'05"	115.935
79	271°59'25"	166.385
80	231°20'55"	234.36
81	313°44'5"	146.05
82	59°16'45"	198.77
83	76°24'45"	223.61
84	325°55'15"	130.115
85	59°38'25"	30.065
86	115°55'15"	141.23
87	82°48'55"	177.275
88	62°12'15"	166.775
89	71°40'45"	95.62
93	359°01'15"	51.5
94	85°29'15"	389.34
95	28°47'15"	122.535
147	179°01'15"	45.89
149	356°33'25"	279.045
150	29°26'25"	30.07
151	29°05'35"	248.14
152	18°26'45"	121.11
153	19°27'25"	70.78
154	37°12'55"	119.47
155	37°48'35"	50
156	25°22'20"	102.37
157	25°18'50"	99.11
158	98°02'10"	129.965
159	79°32'25"	25.785
160	259°32'25"	32.025

REFERENCE TO CURVED BOUNDARIES

CHORD			
LINE	BEARING	DISTANCE	RADIUS
92	354°47'25"	56.81	56.86
124	98°20'45"	203.08	206.775
136	278°32'25"	185.585	189.03
146	356°12'40"	40.685	40.7
			415



THIS PLAN HAS BEEN COMPILED FROM SHEET 4A IN DP 285134

HISTORICAL FILE

INITIAL SCHEDULE

SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
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36		
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38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
TOTAL	162	

Subdivided into lots 91-171
NEIGHBOURHOOD PLAN
OF SUBDIVISION
SEE SHEET 6 T

SEE NOW REPLACEMENT SHEET 5B

NEIGHBOURHOOD PLAN OF SUBDIVISION
D.P. 285134

REPLACEMENT SHEET 5A

Registered: 19-1-1994

This is a copy of the plan as shown on 10.1.1994

Surveyor registered under Surveyors Act 1939

This is a copy of the plan as shown on 10.1.1994

General Manager

For use where space is insufficient in any part of Plan Form 2

THIS SHEET SHOWS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 5 OF THE PLAN REGISTERED ON 19 NOVEMBER 1993

THIS SHEET SHOWS AN INITIAL SCHEDULE OF THE UNIT ENTITLEMENTS AND IS NOT TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN.

THIS COPY OF THE INITIAL SCHEDULE OF UNIT ENTITLEMENTS IS TO BE KEPT IN THE OFFICE OF THE SURVEYOR GENERAL.

REGISTERED SURVEYOR
ACN 000 857 795

1. THE SURVEYOR GENERAL HAS BEEN ADVISED BY THE SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1939 THAT NO VALUATION WAS MADE AND THAT THE UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS.

DATE 10.1.1994

Reduction Ratio 1:

INITIAL SCHEDULE		
SCHEDULE OF UNIT ENTITLEMENT		
LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY	
2	1	
3	1	
4	1	
5	1	
6	1	
7	1	
8	1	
9	1	
10	1	
11	1	
12	1	
13	1	
14	1	
15	1	
16	1	
17	1	
18	1	
19	1	
20	1	
21	1	
22	1	
23	1	
24	1	
25	1	
26	1	
27	1	
28	1	
29	1	
30	1	
31	1	
32	1	
33	1	
34	1	
35	SUBDIVIDED INTO LOTS 37 - 47	
36	SUBDIVIDED INTO LOT 48 & ROAD	
37	1	
38	1	
39	1	
40	1	
41	1	
42	1	
43	1	
44	1	
45	1	
46	1	
47	1	
48	SUBDIVIDED INTO LOTS 49 - 64	
49	SUBDIVIDED INTO LOT 65 & ROAD	
50	1	
51	1	
52	1	
53	1	
54	1	
55	1	
56	1	
57	1	
58	1	
59	1	
60	1	
61	1	
62	1	
63	1	
64	104 PROPOSED ROAD	
65	1	
TOTAL		152

HISTORICAL FILE

D. P. 285134

Registered: 4/8/1994

This is sheet 3 of my plan in 3 shares

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 3 shares subdivided by me entitled at 4 July 1994

For use where space is insufficient to say printed on Plan Form 2.

THIS SHEET SHOWS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 5A OF THE PLAN REGISTERED ON 13 APRIL 1984.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF THE UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN.

I, MATTHEW GERRARD THORNE, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1929 CERTIFY THAT NO VALUATION HAS BEEN MADE AND THAT UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS.

M. Thorne
DATE: 21.11.94

Reduction Ratio: 1:

SURVEYOR'S REFERENCE: D 90/144 (15)

Plan Drawing only to appear in this space

PLAN FORM 3

DP 285134

REPLACEMENT SHEET

Registered: 19/11/1996

This is sheet 3 of my plan in 3 sheets dated 19.12.1995

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of sheets covered by my certificate No. 19/11/1996

Consent of the Registrar of Deeds

For use where space is insufficient in any panel on Plan Form 2

REPLACEMENT SHEET 5D

THIS SHEET SHOWS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND UNIT ENTITLEMENTS OF THE PLAN REGISTERED ON 4 AUGUST 1994.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENTS FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN, WHICH WILL BE NUMBERED SHEET 5D

I, MATTHEW GERARD THORNE, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1929 CERTIFY THAT NO VALUATION WAS MADE AND THAT UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS.

DATE: 19.12.1995

Reduction Ratio 1:

SURVEYOR'S REFERENCE: 90164/12

HISTORICAL FILE

SEE REPLACEMENT
SHEET 5D

INITIAL SCHEDULE
SCHEDULE OF UNIT ENTITLEMENT

LOT	UNIT ENTITLEMENT NEIGHBOURHOOD PROPERTY	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	1		56	1	
2	1		57	1	
3	1		58	1	
4	1		59	1	
5	1		60	1	
6	1		61	1	
7	1		62	1	
8	1		63	1	
9	1		64	1	
10	1		65	1	
11	1		66	1	
12	1		67	1	
13	1		68	1	
14	1		69	1	
15	1		70	1	
16	1		71	1	
17	1		72	1	
18	1		73	1	
19	1		74	1	
20	1		75	1	
21	1		76	1	
22	1		77	1	
23	1		78	1	
24	1		79	1	
25	1		80	1	
26	1		81	1	
27	1		82	1	
28	1		83	1	
29	1		84	1	
30	1		85	1	
31	1		86	1	
32	1		87	1	
33	1		88	1	
34	1		89	1	
35	1		90	1	
36	1		91	1	
37	1		92	1	
38	1		93	1	
39	1		94	1	
40	1		95	1	
41	1		96	1	
42	1		97	1	
43	1		98	1	
44	1		99	1	
45	1		100	1	
46	1		101	1	
47	1		102	1	
48	1		103	1	
49	1		104	1	
50	1		105	1	
51	1		106	1	
52	1		107	1	
53	1		108	1	
54	1		109	1	
55	1		110	1	
56	1		111	1	
57	1		112	1	
58	1		113	1	
59	1		114	1	
60	1		115	1	
61	1		116	1	
62	1		117	1	
63	1		118	1	
64	1		119	1	
65	1		120	1	
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68	1		123	1	
69	1		124	1	
70	1		125	1	
71	1		126	1	
72	1		127	1	
73	1		128	1	
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76	1		131	1	
77	1		132	1	
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79	1		134	1	
80	1		135	1	
81	1		136	1	
82	1		137	1	
83	1		138	1	
84	1		139	1	
85	1		140	1	
86	1		141	1	
87	1		142	1	
88	1		143	1	
89	1		144	1	
90	1		145	1	
91	1		146	1	
92	1		147	1	
93	1		148	1	
94	1		149	1	
95	1		150	1	
96	1		151	1	
97	1		152	1	
98	1		153	1	
99	1		154	1	
100	1		155	1	
101	1		156	1	
102	1		157	1	
103	1		158	1	
104	1		159	1	
105	1		160	1	
106	1		161	1	
107	1		162	1	
108	1		163	1	
109	1		164	1	
110	1		165	1	
111	1		166	1	
112	1		167	1	
113	1		168	1	
114	1		169	1	
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116	1		171	1	
117	1		172	1	
118	1		173	1	
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121	1		176	1	
122	1		177	1	
123	1		178	1	
124	1		179	1	
125	1		180	1	
126	1		181	1	
127	1		182	1	
128	1		183	1	
129	1		184	1	
130	1		185	1	
131	1		186	1	
132	1		187	1	
133	1		188	1	
134	1		189	1	
135	1		190	1	
136	1		191	1	
137	1		192	1	
138	1		193	1	
139	1		194	1	
140	1		195	1	
141	1		196	1	
142	1		197	1	
143	1		198	1	
144	1		199	1	
145	1		200	1	
146	1		201	1	
147	1		202	1	
148	1		203	1	
149	1		204	1	
150	1		205	1	
151	1		206	1	
152	1		207	1	
153	1		208	1	
154	1		209	1	
155	1		210	1	
156	1		211	1	
157	1		212	1	
158	1		213	1	
159	1		214	1	
160	1		215	1	
161	1		216	1	
162	1		217	1	
163	1		218	1	
164	1		219	1	
165	1		220	1	
166	1		221	1	
167	1		222	1	
168	1		223	1	
169	1		224	1	
170	1		225	1	
171	1		226	1	
172	1		227	1	
173	1		228	1	
174	1		229	1	
175	1		230	1	
176	1		231	1	
177	1		232	1	
178	1		233	1	
179	1		234	1	
180	1		235	1	
181	1		236	1	
182	1		237	1	
183	1		238	1	
184	1		239	1	
185	1		240	1	
186	1		241	1	
187	1		242	1	
188	1		243	1	
189	1		244	1	
190	1		245	1	
191	1		246	1	
192	1		247	1	
193	1		248	1	
194	1		249	1	
195	1		250	1	
196	1		251	1	
197	1		252	1	
198	1		253	1	
199	1		254	1	
200	1		255	1	
201	1		256	1	
202	1		257	1	
203	1		258	1	
204	1		259	1	
205	1		260	1	
206	1		261	1	
207	1		262	1	
208	1		263	1	
209	1		264	1	
210	1		265	1	
211	1		266	1	
212	1		267	1	
213	1		268	1	
214	1		269	1	
215	1		270	1	
216	1		271	1	
217	1		272	1	
218	1		273	1	
219	1		274	1	
220	1		275	1	
221	1		276	1	
222	1		277	1	
223	1		278	1	
224	1		279	1	
225	1		280	1	
226	1		281	1	
227	1		282	1	
228	1		283	1	
229	1		284	1	
230	1		285	1	
231	1		286	1	
232	1		287	1	
233	1		288	1	
234	1		289	1	
235	1		290	1	
236	1		291	1	
237	1		292	1	
238	1		293	1	
239	1		294	1	
240	1		295	1	
241	1		296	1	
242	1		297	1	
243	1		298	1	
244	1		299	1	
245	1		300	1	
246	1		301	1	
247	1		302	1	
248	1		303	1	
249	1		304	1	
250	1		305	1	
251	1		306	1	
252	1		307	1	
253	1		308	1	
254	1		309	1	
255	1		310	1	
256	1		311	1	
257	1		312	1	
258	1		313	1	
259	1		314	1	
260	1		315	1	
261	1		316	1	
262	1		317	1	
263	1		318	1	
264	1		319	1	
265	1		320	1	
266	1		321	1	
267	1		322	1	
268	1		323	1	
269	1		324	1	
270	1		325	1	
271	1		326	1	
272	1		327	1	
273	1		328	1	
274	1		329	1	
275	1		330	1	
276	1		331	1	
277	1		332	1	
278	1		333	1	
279	1		334	1	
280	1		335	1	
281	1		336	1	
282	1		337	1	
283	1		338	1	
284	1		339	1	
285	1		340	1	
286	1		341	1	
287	1		342	1	
288	1		343	1	
289	1		344	1	
290	1		345	1	
291	1		346	1	
292	1		347	1	
293	1		348	1	
294	1		349	1	
295	1		350	1	
296	1		351	1	
297	1		352	1	
298	1		353	1	
299	1		354	1	
300	1		355	1	
301	1		356	1	
302	1		357	1	
303					

0	370	380	390
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D.P. 285134

D.P.285134
DEPARTMENT SHS 5D
Registered: 34 14.4.1997

This is sheet 3 of my plan in 3 sheets
dated 17.3.97

Alfred

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of
 sheets covered by my Certificate No.

of

 Albert J. Isaacs
 General Manager - Texaco

For any other space is (new) in any point on Plan

DS 133HS IN-SHEATH REPLACEMENT SHEET 5D

THIS SHEET SHOWS AN UPDATED SCHEDULE
OF UNIT ENTITLEMENTS AND REPLACES
SHEET 5C OF THE PLAN REGISTERED ON
19 JANUARY 1996

THIS SHEET SHOWS AN INITIAL SCHEDULE OF THE UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME.

SUBSEQUENT CHANGES WILL BE RECORDED
ON A REPLACEMENT SHEET OF THIS PLAN.

1. MATTHEW GERARD THORNE, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1924 CERTIFY THAT NO VALUATION WAS MADE AND THAT UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS.

DATE: 17.3.97

REDUCTION RATIO 1 : 1

SURVEYOR'S REFERENCE : 9014-11

Plan Drawing only to appear in this space

INITIAL SCHEDULE
SCHEDULE OF UNIT ENTITLEMENTS

SEE REPLACEMENT
SHEET 5E

LOT	UNIT ENTITLEMENT NEIGHBOURHOOD PROPERTY	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	1		52	1	
2	1		53	1	
3	1		54	1	
4	1		55	1	
5	1		56	1	
6	1		57	1	
7	1		58	1	
8	1		59	1	
9	1		60	1	
10	1		61	1	
11	1		62	1	
12	1		63	1	
13	1		64	1	
14	1		65	1	
15	1		66	1	
16	1		67	1	
17	1		68	1	
18	1		69	1	
19	1		70	1	
20	1		71	1	
21	1		72	1	
22	1		73	1	
23	1		74	1	
24	1		75	1	
25	1		76	1	
26	1		77	1	
27	1		78	1	
28	1		79	1	
29	1		80	1	
30	1		81	1	
31	1		82	1	
32	1		83	1	
33	1		84	1	
34	1		85	1	
35	1		86	1	
36	1		87	1	
37	1		88	1	
38	1		89	1	
39	1		90	1	
40	1		91	1	
41	1		92	1	
42	1		93	1	
43	1		94	1	
44	1		95	1	
45	1		96	1	
46	1		97	1	
47	1		98	1	
48	1		99	1	
49	1		100	1	
50	1		101	1	
51	1		102	1	
			TOTAL	162	

PLAN FORM 3

TO BE USED IN CONJUNCTION WITH PLAN FORM 2

WARNING: CREAMING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

D P 285134 ADDITIONAL SHEET 5E

Registered R 6-2-1998

This is sheet 5 of my plan in 3 sheets dated 8.12.97

Surveyor registered under Surveyors Act 1920

This is sheet 5 of the plan of 3 sheets covered by my Certificate No. of

For use where space is insufficient in my plan on Plan Form 2

REPLACEMENT SHEET 5E

THIS SHEET SHOWS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 50 OF THE PLAN REGISTERED ON 14 APRIL 1997

THIS SHEET SHOWS AN INITIAL SCHEDULE OF THE UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN

I, MATTHEW GERARD THORNE, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1920 CERTIFY THAT NO VALUATION WAS MADE AND THAT UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS

DATE 8.12.97

LOT 118 IS TO BE CONVERTED TO NEIGHBOURHOOD PROPERTY

REVISION (DATE)

HISTORICAL FILE

SEE REPLACEMENT SHEET 5F

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY		111	1		112	1	
2	1		113	1		114	1	
3	1		115	1		116	1	
4	1		117	1		118	1	
5	1		119	1		120	1	
6	1		121	1		122	1	
7	1		123	1		124	1	
8	1		125	1		126	1	
9	1		127	1		128	1	
10	1		129	1		130	1	
11	1		131	1		132	1	
12	1		133	1		134	1	
13	1		135	1		136	1	
14	1		137	1		138	1	
15	1		139	1		140	1	
16	1		141	1		142	1	
17	1		143	1		144	1	
18	1		145	1		146	1	
19	1		147	1		148	1	
20	1		149	1		150	1	
21	1		151	1		152	1	
22	1		153	1		154	1	
23	1		155	1		156	1	
24	1		157	1		158	1	
25	1		159	1		160	1	
26	1		161	1		162	1	
27	1		163	1		164	1	
28	1		165	1		166	1	
29	1		167	1		168	1	
30	1		169	1		170	1	
31	1		171	1		172	1	
32	1		173	1		174	1	
33	1		175	1		176	1	
34	1		177	1		178	1	
35	1		179	1		180	1	
36	1		181	1		182	1	
37	1		183	1		184	1	
38	1		185	1		186	1	
39	1		187	1		188	1	
40	1		189	1		190	1	
41	1		191	1		192	1	
42	1		193	1		194	1	
43	1		195	1		196	1	
44	1		197	1		198	1	
45	1		199	1		200	1	
46	1		201	1		202	1	
47	1		203	1		204	1	
48	1		205	1		206	1	
49	1		207	1		208	1	
50	1		209	1		210	1	
51	1		211	1		212	1	
52	1		213	1		214	1	
53	1		215	1		216	1	
54	1		217	1		218	1	
55	1		219	1		220	1	
56	1		221	1		222	1	
57	1		223	1		224	1	
58	1		225	1		226	1	
59	1		227	1		228	1	
60	1		229	1		230	1	
61	1		231	1		232	1	
62	1		233	1		234	1	
63	1		235	1		236	1	
64	1		237	1		238	1	
65	1		239	1		240	1	
66	1		241	1		242	1	
67	1		243	1		244	1	
68	1		245	1		246	1	
69	1		247	1		248	1	
70	1		249	1		250	1	
71	1		251	1		252	1	
72	1		253	1		254	1	
73	1		255	1		256	1	
74	1		257	1		258	1	
75	1		259	1		260	1	
76	1		261	1		262	1	
77	1		263	1		264	1	
78	1		265	1		266	1	
79	1		267	1		268	1	
80	1		269	1		270	1	
81	1		271	1		272	1	
82	1		273	1		274	1	
83	1		275	1		276	1	
84	1		277	1		278	1	
85	1		279	1		280	1	
86	1		281	1		282	1	
87	1		283	1		284	1	
88	1		285	1		286	1	
89	1		287	1		288	1	
90	1		289	1		290	1	
91	1		291	1		292	1	
92	1		293	1		294	1	
93	1		295	1		296	1	
94	1		297	1		298	1	
95	1		299	1		300	1	
96	1		301	1		302	1	
97	1		303	1		304	1	
98	1		305	1		306	1	
99	1		307	1		308	1	
100	1		309	1		310	1	
101	1		311	1		312	1	
102	1		313	1		314	1	
103	1		315	1		316	1	
104	1		317	1		318	1	
105	1		319	1		320	1	
106	1		321	1		322	1	
107	1		323	1		324	1	
108	1		325	1		326	1	
109	1		327	1		328	1	
110	1		329	1		330	1	

NEIGHBOURHOOD PLAN OF SUBDIVISION SEE SHEETS 10 & 11

NEIGHBOURHOOD PLAN OF SUBDIVISION SEE SHEETS 12 & 13

NEIGHBOURHOOD PLAN OF SUBDIVISION SEE SHEETS 14 & 15

HISTORICAL FILE

[illegible]

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY		56		
2			57		
3			58		
4			59		
5			60		
6			61		
7			62		
8			63		
9			64		
10			65		
11			66		
12			67		
13			68		
14			69		
15			70		
16			71		
17			72		
18			73		
19			74		
20			75		
21			76		
22			77		
23			78		
24			79		
25			80		
26			81		
27			82		
28			83		
29			84		
30			85		
31			86		
32			87		
33			88		
34			89		
35			90		
36			91		
37			92		
38			93		
39			94		
40			95		
41			96		
42			97		
43			98		
44			99		
45			100		
46			101		
47			102		
48			103		
49			104		
50			105		
51			106		
52			107		
53			108		
54			109		
55			110		

SEE NOW REPLACEMENT SHEET SH

REPLACEMENT SHEET 56

THIS SHEET SHOWS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 5F OF THE PLAN REGISTERED ON

THIS SHEET SHOWS AN INITIAL SCHEDULE OF THE UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME

SUBSEQUENT CHANGES WILL BE RECORDED
ON A REPLACEMENT SHEET OF THIS PLAN

I, MATTHEW GERARD THORNE, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1929 CERTIFY THAT NO VALUATION WAS MADE AND THAT UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS

DATE 17-3-98

Reduction Ratio 1: N/A

Plan Drawing only to appear in this space

SURVEYOR'S REFERENCE : 190164(2) - CHECKLIST

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY		56			111			119		
2			57			112			120		
3			58			113			121		
4			59			114			122		
5			60			115			123		
6			61			116			124		
7			62			117			125		
8			63			118			126		
9			64			119			127		
10			65			120			128		
11			66			121			129		
12			67			122			130		
13			68			123			131		
14			69			124			132		
15			70			125			TOTAL	162	
16			71			126					
17			72			127					
18			73			128					
19			74			129					
20			75			130					
21			76			131					
22			77			132					
23			78								
24			79								
25			80								
26			81								
27			82								
28			83								
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42			97								
43			98								
44			99								
45			100								
46			101								
47			102								
48			103								
49			104								
50			105								
51			106								
52			107								
53			108								
54			109								
55			110								

REPLACEMENT SHEET 5H

THIS SHEET SHOWS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 5G OF THE PLAN REGISTERED ON 15.11.1998.

THIS SHEET SHOWS AN INITIAL SCHEDULE OF THE UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN

I, MATTHEW GEBARD THORNE, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1929 CERTIFY THAT NO VALUATION WAS MADE AND THAT UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS

DATE 15.12.1998

Reduction Ratio 1: N/A

HISTORICAL FILE
see REPLACEMENT SHEET 5J

DP285134

REGISTERED

29.6.1999

This is sheet 3 of my plan in 3 sheets
dated 15 March 1999Surveyor registered under Surveyors Act 1928
MatthewThis is sheet 3 of the plan of 3
sheets covered by my Certificate No.
816/99
SA 99/14-

Signature/Registered/Authorised Person

For use where space is insufficient to be given on Plan
Form 2

REPLACEMENT SHEET 51

THIS SHEET SHOWS AN UPDATED SCHEDULE
OF UNIT ENTITLEMENTS AND REPLACES
SHEET 51 OF THE PLAN REGISTERED ON
29 JANUARY 1999THIS SHEET SHOWS AN INITIAL SCHEDULE
OF THE UNIT ENTITLEMENT FOR THE
NEIGHBOURHOOD SCHEME WHICH IS LIABLE
TO BE ALTERED AS THE SCHEME IS
DEVELOPED OR ON COMPLETION OF THE
SCHEMESUBSEQUENT CHANGES WILL BE RECORDED
ON A REPLACEMENT SHEET OF THIS PLANI, MATTHEW GERARD THORNE, BEING A
SURVEYOR REGISTERED UNDER THE
SURVEYORS ACT 1928 CERTIFY THAT NO
VALUATION HAS BEEN MADE AND THAT UNIT
ENTITLEMENTS ARE BASED UPON
ESTIMATION OF THE RELATIVE VALUES
OF THE LOTS

Matthew

DATE 15 March 1999

Reduction Ratio 1: N/A

Plan Drawing only to appear in this space

SURVEYORS REFERENCE: 190141(10) - CHECKLIST

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY		56		111		
2			57		112		
3			58		113		
4			59		114		
5			60		115		
6			61		116		
7			62		117		
8			63		118		
9			64		119		
10			65		120		
11			66		121		
12			67		122		
13			68		123		
14			69		124		
15			70		125		
16			71		126		
17			72		127		
18			73		128		
19			74		129		
20			75		130		
21			76		131		
22			77		132		
23			78		133		
24			79		134		
25			80		135		
26			81		136		
27			82		137		
28			83		138		
29			84		139		
30			85		140		
31			86		141		
32			87		142		
33			88		143		
34			89		144		
35			90		145		
36			91		146		
37			92		147		
38			93		148		
39			94		149		
40			95		150		
41			96		151		
42			97		152		
43			98		153		
44			99		154		
45			100		155		
46			101		156		
47			102		157		
48			103		158		
49			104		159		
50			105		160		
51			106		161		
52			107		162		
53			108		163		
54			109		164		
55			110		165		

DP285134

Registered 5.11.1999

This is sheet 3 of my plan in 3 sheets
dated 14 OCTOBER 1999

M. Thorne

Surveyor registered under Surveyors Act 1923

This is sheet 3 of the plan of 3
sheets covered by my Certificate No.
20000270/CC

M. Thorne

Surveyor registered under Surveyors Act 1923

For use where space is insufficient to fit on Plan
Form 2

REPLACEMENT SHEET 5J

THIS SHEET SHOWS AN UPDATED SCHEDULE
OF UNIT ENTITLEMENTS AND REPLACES
SHEET 5J OF THE PLAN REGISTERED ON
15 MARCH 1999THIS SHEET SHOWS AN INITIAL SCHEDULE
OF THE UNIT ENTITLEMENTS FOR THE
NEIGHBOURHOOD SHOWN ON THE
PLAN REGISTERED AS THE SCHEME IS
DEVELOPED OR ON COMPLETION OF THE
SCHEMESUBSEQUENT CHANGES WILL BE RECORDED
ON A REPLACEMENT SHEET OF THIS PLANI, MATTHEW GERARD THORNE, BEING A
SURVEYOR REGISTERED UNDER THE
SURVEYORS ACT 1923, CERTIFY THAT NO
VALUATION WAS MADE AND THAT UNIT
ENTITLEMENTS ARE BASED UPON
ESTIMATION OF THE RELATIVE VALUES
OF THE LOTS

M. Thorne

DATE 14.10.99

Reduction Ratio: 1: N/A

SURVEYORS REFERENCE: 190164(15) - CHECKLIST

HISTORICAL FILE

SEE REPLACEMENT SHEET 5K

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY		56		111		
2			57		112		
3			58		113		
4			59		114		
5			60		115		
6			61		116		
7			62		117		
8			63		118		
9			64		119		
10			65		120		
11			66		121		
12			67		122		
13			68		123		
14			69		124		
15			70		125		
16			71		126		
17			72		127		
18			73		128		
19			74		129		
20			75		130		
21			76		131		
22			77		132		
23			78		133		
24			79		134		
25			80		135		
26			81		136		
27			82		137		
28			83		138		
29			84		139		
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31			86		141		
32			87		142		
33			88		143		
34			89		144		
35			90		145		
36			91		146		
37			92		147		
38			93		148		
39			94		149		
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42			97		152		
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					404		

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY		56			112			166		
2			57			113			167		
3			58			114			168		
4			59			115			169		
5			60			116			170		
6			61			117			171		
7			62			118			172		
8			63			119			173		
9			64			120			174		
10			65			121			175		
11			66			122			176		
12			67			123			177		
13			68			124			178		
14			69			125			179		
15			70			126			180		
16			71			127			181		
17			72			128			182		
18			73			129			TOTAL	162	
19			74			130					
20			75			131					
21			76			132					
22			77			133					
23			78			134					
24			79			135					
25			80			136					
26			81			137					
27			82			138					
28			83			139					
29			84			140					
30			85			141					
31			86			142					
32			87			143					
33			88			144					
34			89			145					
35			90			146					
36			91			147					
37			92			148					
38			93			149					
39			94			150					
40			95			151					
41			96			152					
42			97			153					
43			98			154					
44			99			155					
45			100			156					
46			101			157					
47			102			158					
48			103			159					
49			104			160					
50			105			161					
51			106			162					
52			107			163					
53			108			164					
54			109			165					
55			110								

HISTORICAL FILE
(SEE REPLACEMENT SA 5L)

REPLACEMENT SHEET 5K 5K

THIS SHEET SHOWS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 5K OF THE PLAN REGISTERED ON 15 MARCH 1993

THIS SHEET SHOWS AN INITIAL SCHEDULE OF THE UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN

1. MATTHEW GERARD THORNE, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1929 CERTIFY THAT NO VALUATION WAS MADE AND THAT UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS

Matthew Thorne
DATE 2.2.2000

Registered LS & S 2000
This is sheet 3 of my plan in 3 sheets dated 2.2.2000
Surveyor registered under Surveyors Act 1929
This is sheet 3 of the plan of 3 sheets covered by my Certificate No. 2000/0019/SC
Gordon Murray/Authorized Person
For use where space is insufficient to only print on Plan Form 2
Reduction Ratio 1: N/A

DP285134

Registered: 18-1-2001

This is sheet 4 of my plan in 4 sheets dated 15 DECEMBER 2000

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by my Certificate No. of

11/11/11

11/11/11

11/11/11

For use where space is insufficient in my plan on Plan Form 2

REPLACEMENT SHEET SH. 5L

THIS SHEET SHOWS AN UPDATED SCHEDULE OF UNIT ENTITLEMENTS AND REPLACES SHEET 5L OF THE PLAN REGISTERED ON 2 MARCH 2000

THIS SHEET SHOWS AN INITIAL SCHEDULE OF THE UNIT ENTITLEMENT FOR THE NEIGHBOURHOOD SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME

SUBSEQUENT CHANGES WILL BE RECORDED ON A REPLACEMENT SHEET OF THIS PLAN

1. HAYTHAM GERARD THORNE, BEING A SURVEYOR REGISTERED UNDER THE SURVEYORS ACT 1929 CERTIFY THAT NO VALUATION WAS MADE AND THAT UNIT ENTITLEMENTS ARE BASED UPON ESTIMATION OF THE RELATIVE VALUES OF THE LOTS

DATE 15 DECEMBER 2000

11/11/11

Reduction Ratio 1: N/A

SURVEYOR'S REFERENCE: 190144(17) - CHECKLIST

Plan Drawing only to appear in this space

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

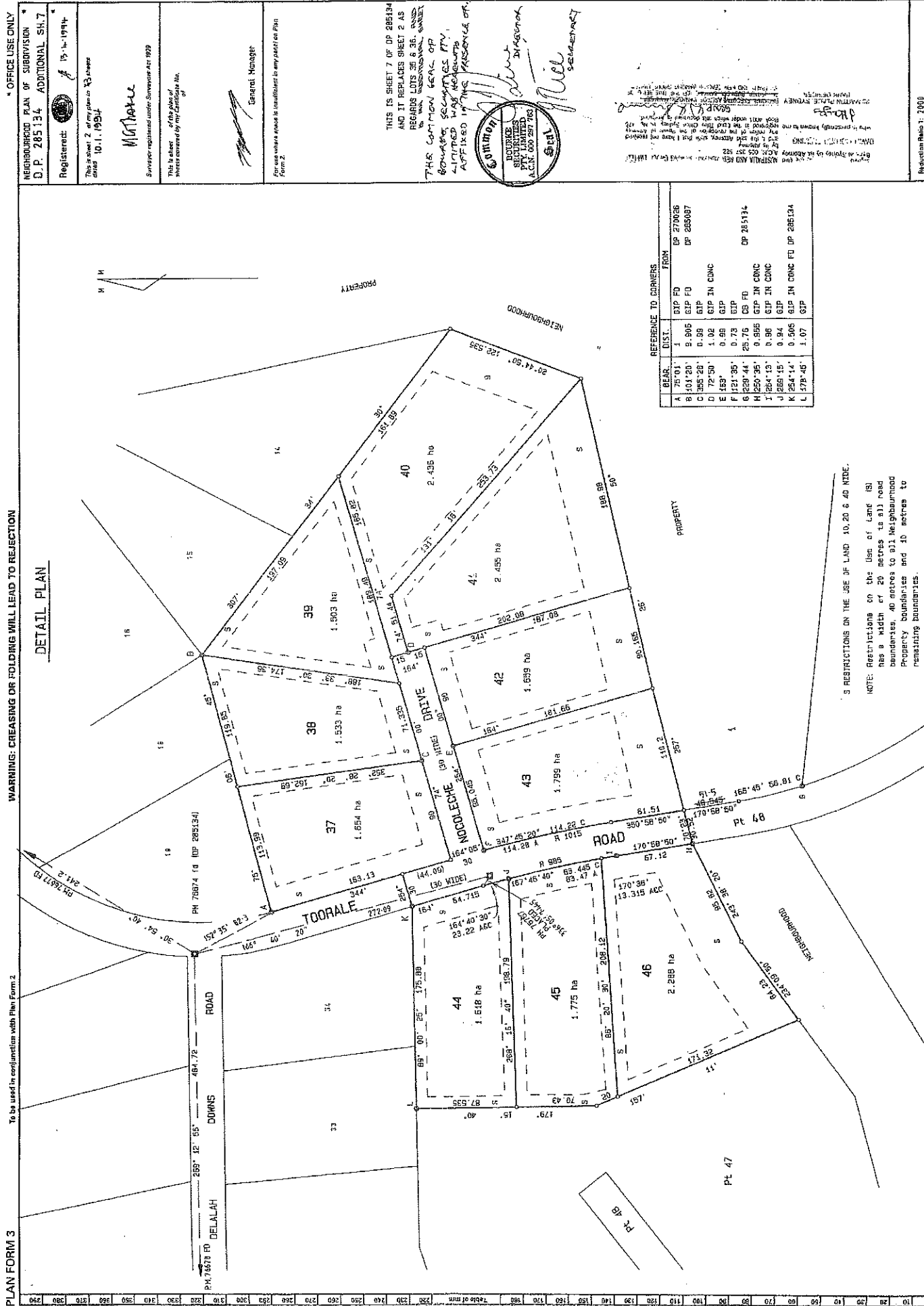
To be used in conjunction with Plan Form 2

PLAN FORM 3

Box: B323 / Reg: R563428 / Doc: DP 0285134 P / Rev: 29-Aug-2001 / Sts: OK, OK / Ert: 22-Nov-2007 12:45 / Pgs: ATL / Seq: 19 of 40

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION	LOT	UNIT ENTITLEMENT	SUBDIVISION
1	NEIGHBOURHOOD PROPERTY		111	3		119	3		165	3	
2	3		112	3		120	3		166	3	
3	3		113	3		121	3		167	3	
4	3		114	3		122	3		168	3	
5	3		115	3		123	3		169	3	
6	3		116	3		124	3		170	3	
7	3		117	3		125	3		171	3	
8	3		118	3		126	3		172	3	
9	3		119	3		127	3		173	3	
10	3		120	3		128	3		174	3	
11	3		121	3		129	3		175	3	
12	3		122	3		130	3		176	3	
13	3		123	3		131	3		177	3	
14	3		124	3		132	3		178	3	
15	3		125	3		133	3		179	3	
16	3		126	3		134	3		180	3	
17	3		127	3		135	3		181	3	
18	3		128	3		136	3		182	3	
19	3		129	3		137	3		183	3	
20	3		130	3		138	3		184	3	
21	3		131	3		139	3		185	3	
22	3		132	3		140	3		186	3	
23	3		133	3		141	3		187	3	
24	3		134	3		142	3		188	3	
25	3		135	3		143	3		189	3	
26	3		136	3		144	3		190	3	
27	3		137	3		145	3		191	3	
28	3		138	3		146	3		192	3	
29	3		139	3		147	3		193	3	
30	3		140	3		148	3		194	3	
31	3		141	3		149	3		195	3	
32	3		142	3		150	3		196	3	
33	3		143	3		151	3		197	3	
34	3		144	3		152	3		198	3	
35	3		145	3		153	3		199	3	
36	3		146	3		154	3		200	3	
37	3		147	3		155	3		201	3	
38	3		148	3		156	3		202	3	
39	3		149	3		157	3		203	3	
40	3		150	3		158	3		TOTAL	486	
41	3		151	3		159	3				
42	3		152	3		160	3				
43	3		153	3		161	3				
44	3		154	3		162	3				
45	3		155	3		163	3				
46	3		156	3		164	3				
47	3		157	3		165	3				
48	3		158	3							
49	3		159	3							
50	3		160	3							
51	3		161	3							
52	3		162	3							
53	3		163	3							
54	3		164	3							
55	3		165	3							



PLAN FORM 3

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DETAIL PLAN

NEIGHBOURHOOD PLAN OF SUBDIVISION
D.P. 285134 ADDITIONAL SH.7

Registered: 15.11.1994

This is sheet 2 of the plan in 3 sheets dated 10.1.1994

Surveyor registered under Surveyors Act 1933

This is sheet of the plan of the area covered by my Certificate No. of

General Manager

THIS IS SHEET 7 OF DP 285134 AND IT REPLACES SHEET 2 AS REGARDS LOTS 38, 39, 40 AND 42. THE COMMON SEAL OF BOUNDARY SURVEYORS PTY. LIMITED HAS BEEN AFFIXED IN THE PRESENCE OF:

Common Seal

BOUNDARY SURVEYORS PTY. LIMITED
A.C.N. 000 297 763

For use where a space is insufficient in any panel on Plan Form 2.

BLK.	DIST.	FROM
A 70°01'	37°00'	DP 270038
B 101°20'	3°00'	DP 270038
C 125°20'	0°00'	DP 265087
D 72°50'	1°02'	GIP IN CONC
E 183°	0°00'	GIP
F 121°35'	0°00'	GIP
G 129°44'	25°75'	DP 285134
H 125°35'	0°00'	GIP IN CONC
I 128°13'	0°00'	GIP IN CONC
J 255°15'	0°00'	GIP
K 254°14'	0°00'	GIP IN CONC
L 178°45'	1°07'	DP 285134

RESTRICTIONS ON THE USE OF LAND 10, 20 & 40 MIDE.

NOTE: Restrictions on the use of Land (SU) has a width of 20 metres to all road boundaries, 40 metres to all Neighbourhood Property boundaries and 10 metres to remaining boundaries.

Plan Drawing only to appear in this space

Reduction Ratio 1: 2008

SURVEYOR'S REFERENCE: D 90/16418

D.P. 285134

Registered: 4-8-1994

This is sheet 2 of a plan in 3 sheets dated 21.11.94

MATHOMAS

Surveyor registered under Surveyors Act 1929

This is sheet 2 of a plan in 3 sheets dated 21.11.94

Debban

For use where space is insufficient in any panel on Form 2

THIS IS SHEET 2 OF D.P. 285134 AND IT REPLACES SHEET 6 AS REGARDS LOTS 47 & 48 AND IS AN ADDITIONAL SHEET.

Reduction from 1: 2 500

SURVEYOR'S REFERENCE D 90 / 164 (9)



DETAIL PLAN (IN 2 SHEETS)

CH	BEAR.	DIST.	FROM
A	277°45'	2.01	GIP
B	268°30'	2.01	GIP
C	87°45'	1.97	GIP
D	237°37'	1.04	GIP in conc
E	251°25'	0.93	GIP in conc
F	73°52'	1.03	GIP
G	232°33'	0.99	GIP in conc
H	145°42'	3.45	GIP
I	337°42'	1.43	GIP
J	143°14'	1.03	GIP
K	359°53'	1	GIP rd
L	478°45'	1.07	GIP rd
M	84°45'	0.48	GIP in conc rd DP 285134
N	94°38'	1.55	PM 78764 placed
P	224°57'	1.05	PM 78724 placed

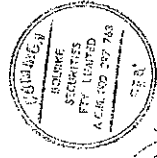
P.M. 78724 - PM 78764, 51°25'20" 28512

RESTRICTIONS ON THE USE OF LAND
10, 20, 40 & VARIABLE WIDTH

NOTE: Restrictions on the Use of Land (S) has a width of 20 metres to all Road boundaries, 40 metres to Neighbourhood Property boundaries unless otherwise shown, and 10 metres to remaining boundaries.

PLAN FORM 2

SIGNATURES, SEALS AND STATEMENTS OF INTENTION TO dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



Signature of Surveyor General
 Secretary

WE HEREBY CERTIFY THAT THE SURVEYOR GENERAL HAS BEEN ADVISED OF THE INTENTION TO DEDICATE PUBLIC ROADS OR TO CREATE PUBLIC RESERVES, DRAINAGE RESERVES, EASEMENTS, RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS.

AMETA JHALA
 LANDLORD
 MARIA PETRIDES
 LANDLORD
 66 GERRIT STREET, SYDNEY

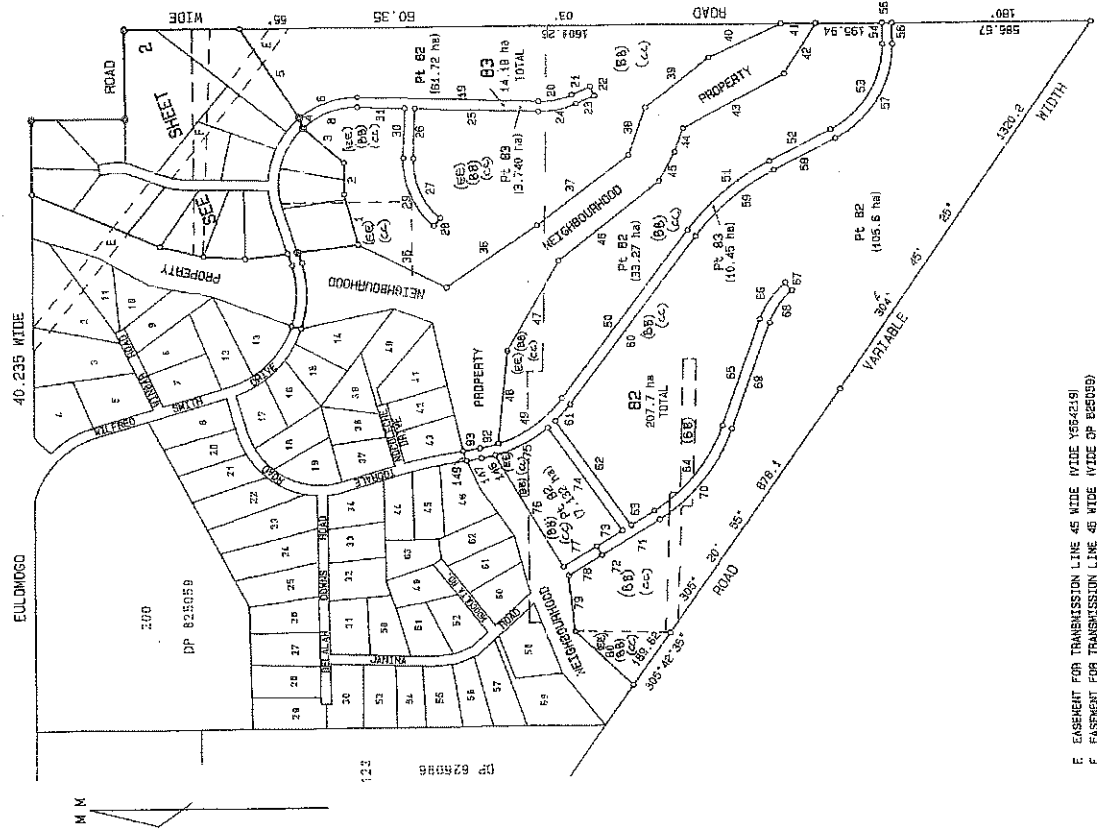
PLAN APPROVED: _____
 Land Owner: _____
 Agent: _____
 Field Book: _____

Council's Certificate
 I hereby certify that: _____
 the requirements of the Local Government Act 1978 have been met
 and the requirements of the Land Use Management and Planning Act 1978
 have been complied with by the applicant in relation to the
 proposed SUBDIVISION & NEW ROAD
 "Hillcrest" "new road" "subdivision" or "easement" not set out here
 Subdivision No. 549535
 Date 22.12.95
 Signature _____
 Council For No. _____
 I declare that this certificate is an official statement of the Council and is not to be used for any other purpose.
 This part of the certificate is to be retained by the applicant in relation to the proposed subdivision and is to be submitted to the Surveyor General in relation to the proposed subdivision.

SURVEYOR'S REFERENCE: 90134/110

Plan Drawing only to appear in this space

DETAIL PLAN



F. EASEMENT FOR TRANSMISSION LINE 45 WIDE (WIDE YSE/219)
 F. EASEMENT FOR TRANSMISSION LINE 40 WIDE (WIDE YSE/219)
 (BB) LAND EXCLUDES MINERALS BY CROWN GRANT
 (CC) RESERVATIONS & CONDITIONS BY CROWN GRANT
 (EE) BENEFITED BY EASEMENT FOR WATER SUPPLY - D.P. 641904

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 285134
 ADDITIONAL SH.10
 Registered: 13/11/1996
 CA: SA 95-35 OF 22-12-1995
 This System: TORRENS
 Purpose: SUBDIVISION
 Ref. Map: PARISH
 Last Plan: D P 285134
 PLAN OF SUBDIVISION OF
 LOTS 64 & 65 IN DP 285134
 Lengths are in metres. Reduction Ratio 1:1000
 LGA: DUBBO CITY
 Locality: EULOMOGO
 Parish: BENI
 County: LINGOLN
 This is sheet 1 of my plan in 3 sheets.
 (Delete if inapplicable)
 I, MATTHEW J. SEAR, of the Dubbo City Council, do hereby certify that the survey represented in the plan is accurate, has been made in accordance with the provisions of the Survey Regulation 1995 and has complied with the provisions of the Survey Regulation 1995 and has complied with the provisions of the Survey Regulation 1995.
 Signature: _____
 Designated Officer of the Dubbo City Council
 Plans used in preparation of survey/completion:
 DP 285134 DP 425059
 PANEL FOR USE ONLY for statements of public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.
 PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919-1984, IT IS INTENDED TO CREATE:-
 1. RESTRICTIONS ON THE USE OF LAND 10.20 & 42.42 (WIDE IN) 100.36
 2. RESTRICTIONS ON THE USE OF LAND 10.20 & 42.42 (WIDE IN) 100.36
 IT IS INTENDED TO DEDICATE BEEHIVE ROAD (30 M) & THE EXTENSION OF WILFRED SMITH DRIVE (30 M) TO THE PUBLIC AN ADDITIONAL SHEET.
 -LOT 65 IS A DEVELOPMENT LOT
 THIS IS SHEET 40 OF 52 SHEET 34 & 11 REPLACES SHEET 8 & 9 AS REGARDS LOTS 64 & 65 AND IS AN ADDITIONAL SHEET.

LINE	BEARING	DIST.	CHORD	BEARING	DIST.	NO. BEARINGS	DIST.	NO. BEARINGS	DIST.
1	71°44'16"	145.048				1	71°44'16"	145.048	339.64
2	69°30'	94.38				2	69°30'	94.38	74.316
3	47°08'08"	137.335				3	47°08'08"	137.335	98.035
4	68°28'05"	31.97				4	68°28'05"	31.97	380.13
5	57°02'50"	310.05				5	57°02'50"	310.05	308.115
19	48°2'	537.035				19	48°2'	537.035	276.155
24	55°53'	59.55				24	55°53'	59.55	620.14
22	24°5'	30				22	24°5'	30	204.4
23	33°5'	59.46				23	33°5'	59.46	52.85
25	2°3'	355.32				25	2°3'	355.32	30
26	27°2'	148.11				26	27°2'	148.11	620.14
30	92°3'	30				30	92°3'	30	52.83
31	9°2'	140.715				31	9°2'	140.715	30
35	207°14'25"	325.55				35	207°14'25"	325.55	332.88
36	140°14'25"	341.32				36	140°14'25"	341.32	200
37	143°02'30"	150				37	143°02'30"	150	88.11
39	142°240	237.05				39	142°240	237.05	374.61
40	155°102.615	102.615				40	155°102.615	102.615	386.85
41	150°03'55"	178.19				41	150°03'55"	178.19	115.935
42	302°24'40"	149.7023				42	302°24'40"	149.7023	155.395
									31.5
									45.89
									147
									149

LINE	BEARING	DIST.	CHORD	BEARING	DIST.	NO. BEARINGS	DIST.	NO. BEARINGS	DIST.
6	151°16'35"	185.47				6	151°16'35"	185.47	184.46
8	150°57'20"	185.9				8	150°57'20"	185.9	173.14
20	156°40'23	102.4				20	156°40'23	102.4	225
24	346°114.725	110.715				24	346°114.725	110.715	225
27	245°25'	194.315				27	245°25'	194.315	225
29	65°25'	220.225				29	65°25'	220.225	227.715
48	144°57'15"	232.37				48	144°57'15"	232.37	235.05
51	140°11'40"	316.95				51	140°11'40"	316.95	315.805
53	121°31'	297.68				53	121°31'	297.68	313.21
57	301°31'	329.02				57	301°31'	329.02	346.18
59	320°11'40"	303.65				59	320°11'40"	303.65	305.185
61	312°56.705	66.78				61	312°56.705	66.78	415
64	129°23'50"	322.45				64	129°23'50"	322.45	326.385
66	126°133.52	133.52				66	126°133.52	133.52	485
68	305°415.47	415.47				68	305°415.47	415.47	225
70	305°23'50"	242.68				70	305°23'50"	242.68	515
75	333°03'	175.558				75	333°03'	175.558	178.265
92	345°45'	56.81				92	345°45'	56.81	385
146	348°10'15"	40.655				146	348°10'15"	40.655	415

D P 285134
 ADDITIONAL SH. 11
 Registered: 19.1.1996
 This is sheet 2 of my plan in 3 sheets
 19.12.1995
 Surveyor registered under Surveyors Act 1928
 The subject of this plan is a transmission line easement for power
 For use where space is insufficient to any part of Plan Form 2
 THIS IS SHEET 11 OF DP 285134 AND IT REPLACES SHEETS 8 & 9 AS REGARDS LOTS 44 & 65 AND IS AN ADDITIONAL SHEET
 Reduction Ratio 1: 3000
 SURVEYORS REFERENCE: 50644 (10)

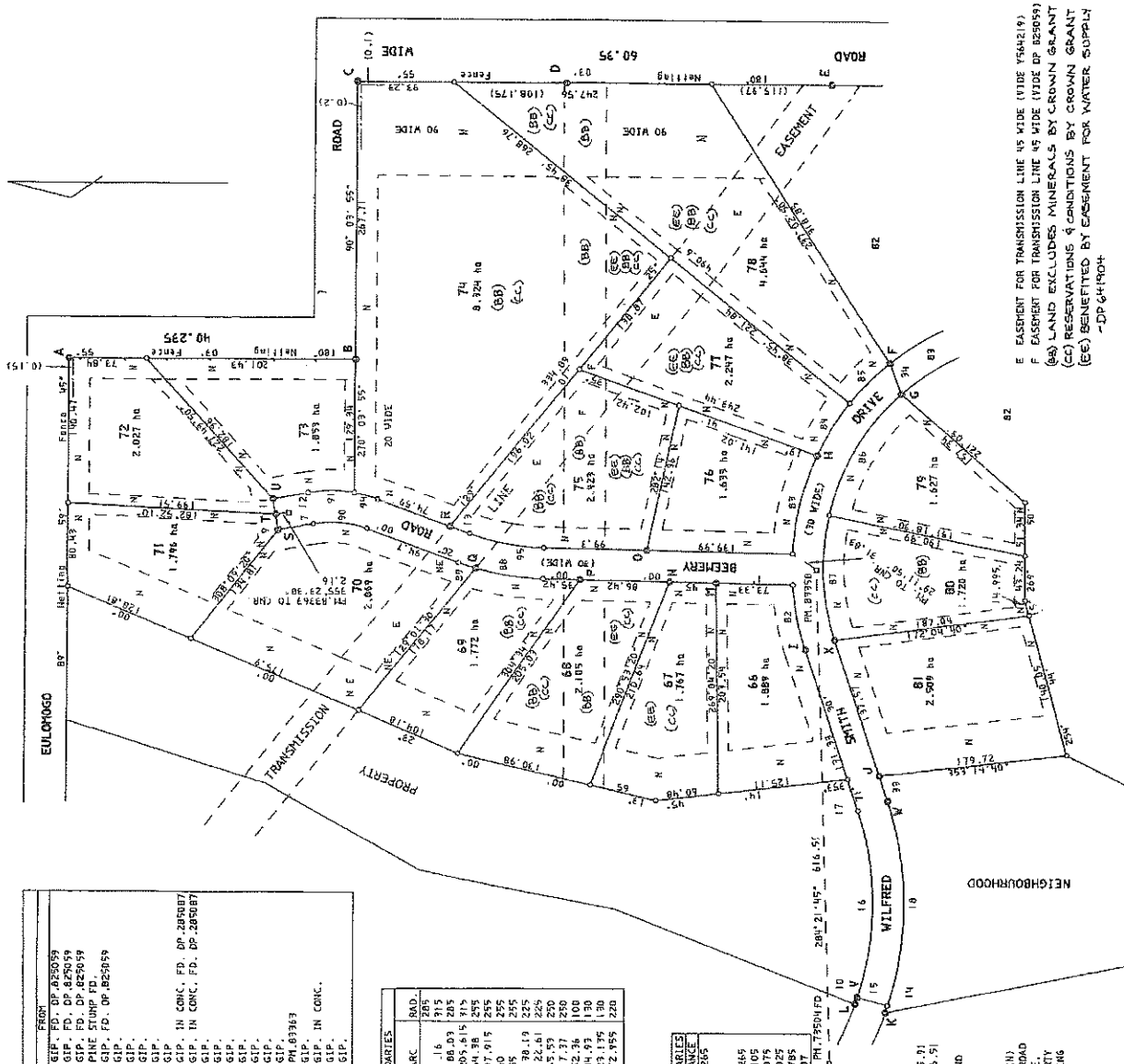
DETAIL PLAN

LINE	BEARING	DISTANCE	FROM
A	284° 45'	0.495	GIP. FD. DP. 285059
B	228° 16'	1.165	GIP. FD. DP. 285059
C	107° 24'	1.16	GIP. FD. DP. 285059
D	214° 20'	7.315	PINC. EUMP. FD. DP. 285059
E	123° 03'	0.755	GIP. FD. DP. 285059
F	95° 21' 30"	0.945	GIP.
G	219° 55' 40"	1.53	GIP.
H	17° 52' 30"	1.11	GIP.
I	10° 03' 40"	0.61	GIP.
J	150° 51'	0.99	GIP. IN CONC. FD. DP. 285059
K	18° 19'	0.64	GIP. IN CONC. FD. DP. 285059
L	266° 36' 30"	1.27	GIP.
M	293° 49' 30"	0.675	GIP.
N	103° 39'	1.74	GIP.
O	300° 49'	0.472	GIP.
P	153° 15' 30"	2.385	GIP.
Q	120° 15' 30"	2.38	GIP.
R	310° 06' 30"	1.445	GIP.
S	395° 23' 30"	2.16	PM. 83363
T	46° 50'	2.01	GIP. IN CONC.
U	76° 28'	1.175	GIP.
V	245° 46'	28.4	GIP.
W	160° 39'	53.745	GIP.

LINE	BEARING	ARC	RAD.
10	104° 24'	1.16	205
11	90° 24'	1.16	205
12	104° 00'	1.16	205
13	90° 24'	1.16	205
14	104° 00'	1.16	205
15	90° 24'	1.16	205
16	104° 00'	1.16	205
17	90° 24'	1.16	205
18	104° 00'	1.16	205
19	90° 24'	1.16	205
20	104° 00'	1.16	205
21	90° 24'	1.16	205
22	104° 00'	1.16	205
23	90° 24'	1.16	205
24	104° 00'	1.16	205
25	90° 24'	1.16	205
26	104° 00'	1.16	205
27	90° 24'	1.16	205
28	104° 00'	1.16	205
29	90° 24'	1.16	205
30	104° 00'	1.16	205
31	90° 24'	1.16	205
32	104° 00'	1.16	205
33	90° 24'	1.16	205
34	104° 00'	1.16	205
35	90° 24'	1.16	205
36	104° 00'	1.16	205
37	90° 24'	1.16	205
38	104° 00'	1.16	205
39	90° 24'	1.16	205
40	104° 00'	1.16	205
41	90° 24'	1.16	205
42	104° 00'	1.16	205
43	90° 24'	1.16	205
44	104° 00'	1.16	205
45	90° 24'	1.16	205
46	104° 00'	1.16	205
47	90° 24'	1.16	205
48	104° 00'	1.16	205
49	90° 24'	1.16	205
50	104° 00'	1.16	205
51	90° 24'	1.16	205
52	104° 00'	1.16	205
53	90° 24'	1.16	205
54	104° 00'	1.16	205
55	90° 24'	1.16	205
56	104° 00'	1.16	205
57	90° 24'	1.16	205
58	104° 00'	1.16	205
59	90° 24'	1.16	205
60	104° 00'	1.16	205
61	90° 24'	1.16	205
62	104° 00'	1.16	205
63	90° 24'	1.16	205
64	104° 00'	1.16	205
65	90° 24'	1.16	205
66	104° 00'	1.16	205
67	90° 24'	1.16	205
68	104° 00'	1.16	205
69	90° 24'	1.16	205
70	104° 00'	1.16	205
71	90° 24'	1.16	205
72	104° 00'	1.16	205
73	90° 24'	1.16	205
74	104° 00'	1.16	205
75	90° 24'	1.16	205
76	104° 00'	1.16	205
77	90° 24'	1.16	205
78	104° 00'	1.16	205
79	90° 24'	1.16	205
80	104° 00'	1.16	205
81	90° 24'	1.16	205
82	104° 00'	1.16	205
83	90° 24'	1.16	205
84	104° 00'	1.16	205
85	90° 24'	1.16	205
86	104° 00'	1.16	205
87	90° 24'	1.16	205
88	104° 00'	1.16	205
89	90° 24'	1.16	205
90	104° 00'	1.16	205
91	90° 24'	1.16	205
92	104° 00'	1.16	205
93	90° 24'	1.16	205
94	104° 00'	1.16	205
95	90° 24'	1.16	205
96	104° 00'	1.16	205
97	90° 24'	1.16	205
98	104° 00'	1.16	205
99	90° 24'	1.16	205
100	104° 00'	1.16	205

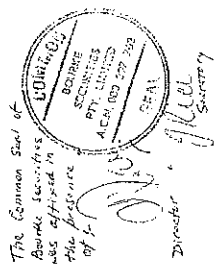
LINE	BEARING	DISTANCE
1	350° 00'	34.265
2	80° 00'	15
3	11° 00° 00'	34.265
4	170° 00'	34.265
5	200° 00'	20.105
6	170° 00'	34.265
7	170° 00'	34.265
8	170° 00'	34.265
9	251° 30'	25.795
10	241° 21' 05"	31.07

PM. 83363 TO PM. 83369 185° 31' 35" 525.51
 PM. 83369 TO PM. 79504 284° 21' 45" 616.51
 N RESTRICTIONS ON THE USE OF LAND
 10.25% 4% WIDE
 NOTE
 RESTRICTIONS ON THE USE OF LAND (N)
 HAS A WIDTH OF 20 METRES TO ALL ROAD
 BOUNDARIES UNLESS SHOWN OTHERWISE.
 40 METRES TO NEIGHBOURHOOD PROPERTY
 BOUNDARIES & 10 METRES TO RESIDUAL
 BOUNDARIES.



PLAN FORM 2

SIGNATURES, SEALS AND STATEMENTS OF INTENTION to dedicate public roads or to create reserves, drainage easements, restrictions on the use of land or other purposes.



WESTPAC BANKING CORPORATION
ARROW NOT 437 141 by its
Attorney Andrew J. Harris under
Power of Attorney No 831
Book 4059

4 April 1997
WITNESS
WFOB ALAN
BANK OFFICIAL
TWOSEAL

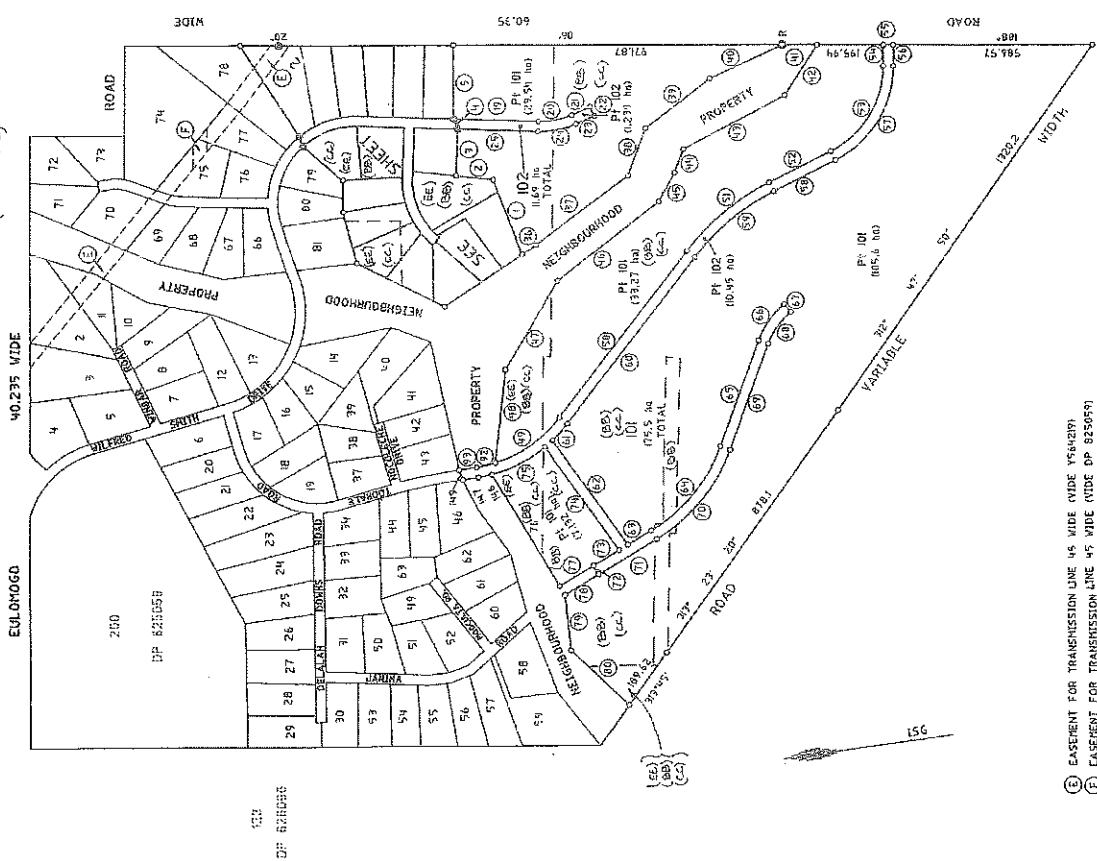
Crown Lands Office Approval
PLAN APPROVED
Land Officer
PLD 800

Council's Certificate
I hereby certify that...
Date 2.4.97
Signed for the Council
Council Secretary / Council Clerk

Surveyors Reference 9018(101) CHECKLIST

Plan Drawing only to appear in this space

DETAIL PLAN
(Sheet 1 of 2)



- (E) EASEMENT FOR TRANSMISSION LINE 45 MIDE (WIDE 156(219))
- (F) EASEMENT FOR TRANSMISSION LINE 45 MIDE (WIDE 156(219))
- (G) LAND EXCLUDES MINERALS ON CROWN GRANT
- (H) RESERVATIONS & CONDITIONS BY CROWN GRANT
- (I) EASEMENT FOR TRANSMISSION LINE 45 MIDE (WIDE 156(219))

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP 285134
Additional 500 12
Registered: 24 14.4.1997
C.A.: NP 500134 OF 2.4.1997
Title System: TORRENS
Purpose: SUBDIVISION
Ref. Map: PARISH
Last Plan: D.P. 285134
PLANS:
LOTS 82 & 83 IN DP 285134
Lengths are in metres. Resection Ratio 1:10000
LGA: DUBBO CITY
Suburb/Locality: EULOMOGO
Parish: BENI
County: LINCOLN
This is sheet 1 of my plan in 3 sheets
(Total 3 sheets)
I, MALTHEW SEWARD, JNR, of TERRA SCIENCES, P/L, PO BOX 1842 DUBBO 2830, as surveyor registered under the Surveyors Act 1982, hereby certify that this plan was made in accordance with the Surveyors Act 1982 and was completed on 17. MARCH 1997.
The survey relates to LOTS 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

REFERENCE TO SHORT BOUNDARIES

LINE	BEARING	DIST	NO	BEARING	DIST
1	257°04'	238.42	50	187°25'46"	620.14
2	104°07'20"	109.20	52	167°02'25"	201.14
3	280°02'25"	139.71	53	98°30'25"	42.05
4	256°36'	32.7	54	69°36'20"	30
5	277°40'00"	28.89	56	278°04'25"	32.83
6	107°02'25"	250.505	59	340°02'25"	229.14
7	164°02'25"	54.58	60	352°25'45"	620.14
8	254°02'25"	30	62	242°27'35"	560.89
9	344°02'25"	237.975	63	164°50'00"	683.98
10	107°02'25"	50.445	65	184°02'25"	312.16
11	50°04'15"	34.72	69	249°02'25"	132.16
12	107°02'25"	50	71	134°50'05"	200
13	163°02'25"	240	72	44°30'15"	30
14	188°03'00"	103.505	73	151°50'05"	89.11
15	302°21'00"	178.08	74	242°25'45"	374.01
16	250°02'25"	33.55	77	155°30'00"	105.375
17	249°02'25"	24.35	78	338°50'05"	85.375
18	308°30'05"	38.055	79	271°52'25"	164.389
19	330°02'25"	38.019	80	249°02'25"	294.36
20	308°26'25"	38.015	93	359°00'15"	51.5
21	281°15'45"	276.15	97	56°00'15"	45.69
22	281°15'45"	276.15	149	78°25'25"	105.52

REFERENCE TO CURVED BOUNDARIES

LINE	BEARING	CHORD DIST.	ARC	RAD
20	177°02'25"	181.23	102	225
24	357°02'25"	114.725	185	255
24	357°02'25"	114.725	185	255
48	152°59'10"	232.97	234	395
51	160°14'05"	386.95	395	605
59	128°32'25"	207.60	373	21
57	304°32'25"	330.02	394	18
59	304°32'25"	330.02	394	18
61	320°02'25"	367.05	395	18
61	320°02'25"	367.05	395	18
64	177°25'45"	322.15	326	395
66	177°02'25"	132	133	52
68	371°02'25"	106.17	107	18
70	371°25'45"	342.08	348	7
76	341°02'25"	176.605	170	395
92	354°44'25"	56.08	56	385
146	354°44'25"	56.085	140	7

RESTRICTIONS ON THE USE OF LAND
2. RESTRICTIONS ON THE USE OF LAND 10.20.40 & 40 WIDE (10)
3. EASEMENT TO DRAIN WATER 10 WIDE (10)
IT IS INTENDED TO DEDICATE JANDIRA ROAD (10 WIDE) & THE EXTENSION OF WILFRED SMITH DRIVE (10 WIDE) TO THE PUBLIC
THIS IS SHEET 12 OF DP 285134 & IT REPLACES SHEET 10 & 11 AS RESARDS LOTS 82 & 83 & 15 AN ADDITIONAL SHEET.

DP 285134

ADDITIONAL SHEET 13

Registered: 04/14/1997

This is sheet 2 of my plan in 3 sheets
dated 17.5.97

W. M. D. B. E. R.

Surveyor registered under Surveyors Act 1928

This is sheet of the plan of sheet covered by my Certificate No. of

W. M. D. B. E. R.

Surveyor registered under Surveyors Act 1928

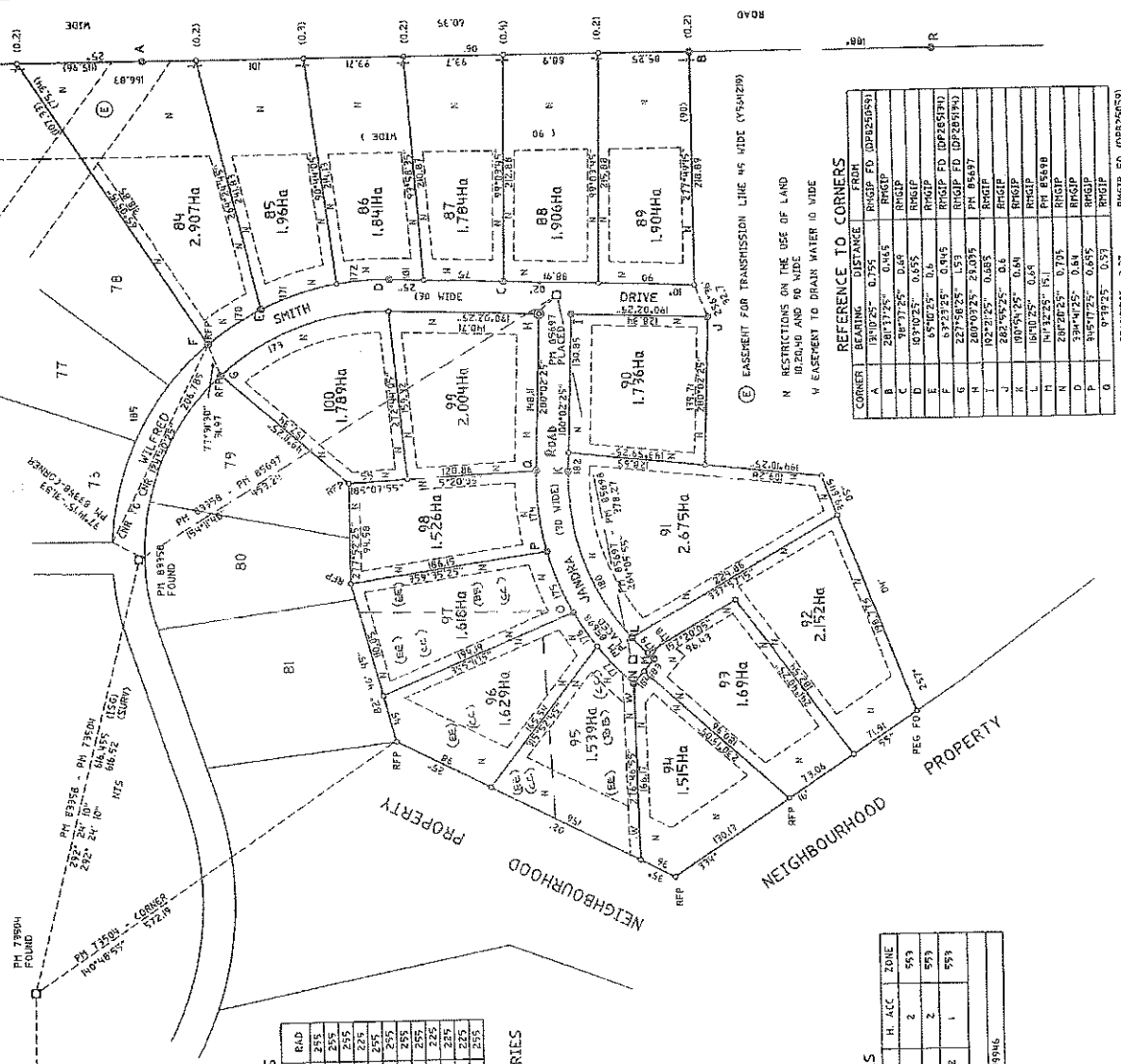
This is sheet of the plan of sheet covered by my Certificate No. of

THIS IS SHEET 19 OF DP 285134 AND IT REPLACES SHEETS 18 & 19 AS REGARDS LOTS 87 & 88 AND IS AN ADDITIONAL SHEET

REDUCTION RATIO 1 : 3000

SURVEYOR'S REFERENCE 90841001 CHECKLIST

DETAIL PLAN (Sheet 2 of 2)



REFERENCE TO CURVED BOUNDARIES

LINE	BEARING	CHORD DISTANCE	ARC	RAD
170	155°20'05"	59.81	60	255
171	170°30'00"	74.73	75	255
172	184°28'00"	49.385	49.385	255
173	167°54'45"	68.895	173.19	225
174	277°26'40"	76.275	76.275	255
175	259°46'15"	62.775	62.775	255
176	244°18'05"	39.19	39.19	255
177	234°23'05"	48.96	48.96	255
178	49°55'15"	8.25	8.25	225
179	53°18'35"	2.13	2.13	225
180	76°14'45"	167.44	171.58	225
181	24°40'25"	208.185	212.015	225

REFERENCE TO SHORT BOUNDARIES

LINE	BEARING	DISTANCE
182	184°12'25"	32.85
183	200°02'25"	17.25
184	38°52'30"	15

NOTE
RESTRICTIONS ON THE USE OF LAND (a) HAS A WIDTH OF 30 METRES TO ALL ROAD BOUNDARIES UNLESS SHOWN OTHERWISE. 40 METRES TO NEIGHBOURHOOD PROPERTY BOUNDARIES AND 10 METRES TO REMAINING BOUNDARIES.

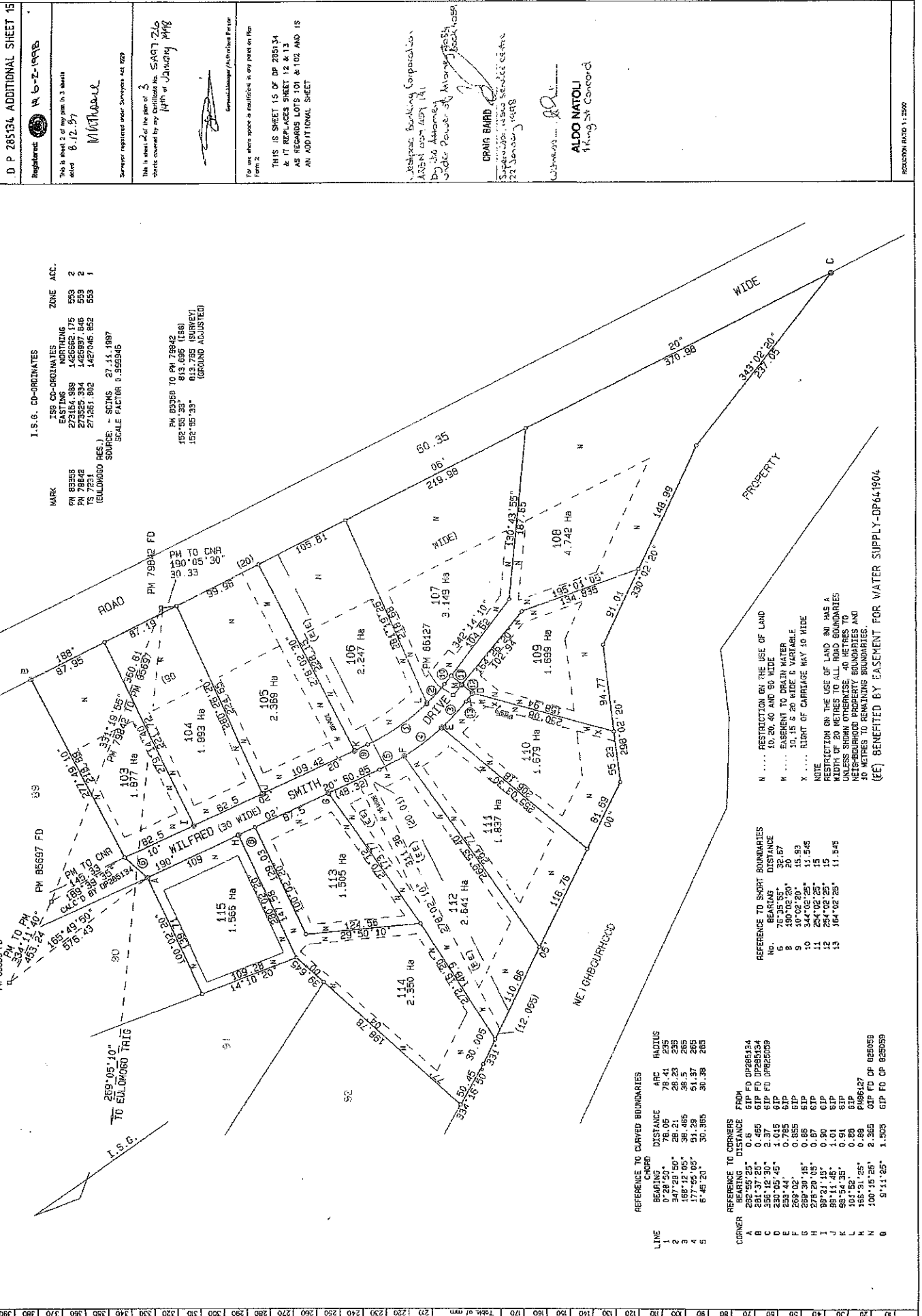
ISG COORDINATES

MARK	EASTING	NORTHING	H. ACC	ZONE
PH 79504	27586.540	4428871.36	2	563
PH 83358	273954.989	4426662.075	2	563
15 723	271261.032	4427045.652	1	563

SOURCE: SCHEM 7.1.1997
COMBINED SCALE FACTOR 0.99996

(BB) LAND EXCLUDES MINERALS BY CROWN GRANT
(CC) OBSERVATIONS & CONDITIONS BY CROWN GRANT
(EE) DEMONSTRATED BY EASEMENT FOR WATER SUPPLY - DP 64904

Plan Drawing only to appear in this space



REFERENCE TO CORNERS

CORNER	BEARING	DISTANCE	FROM
A	258°37'25"	0.955	GIP IN CONC FD (DP 285134)
B	297°46'25"	25.76	CB FD (DP 285134)
C	228°19'	0.49	GIP
D	271°57'	29.66	PM 111252
E	331°27'	0.43	GIP
F	151°06'	0.49	GIP
G	54°27'	0.59	GIP
H	247°56'	0.525	GIP
I	254°29'	7.75	PM 111251
J	224°00'	0.57	GIP
K	27°58'	0.715	GIP FD (DP 825058)
L	100°15'25"	2.365	GIP
M	336°30'	0.5	GIP FD (DP 826096)
N	7°58'25"	1	GIP FD (DP 285134)
O	45°50'30"	5	GIP FD (DP 285134)
P	45°50'30"	5	GIP FD (DP 285134)

(B) LAND EXCLUDES MINERALS
(C) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS & CONDITIONS IN FAVOUR OF THE CROWN - SEE DEED GRANT
(EE) BENEFITED BY EASEMENT FOR WATER SUPPLY - DP 041904

REFERENCE TO CURVED BOUNDARIES

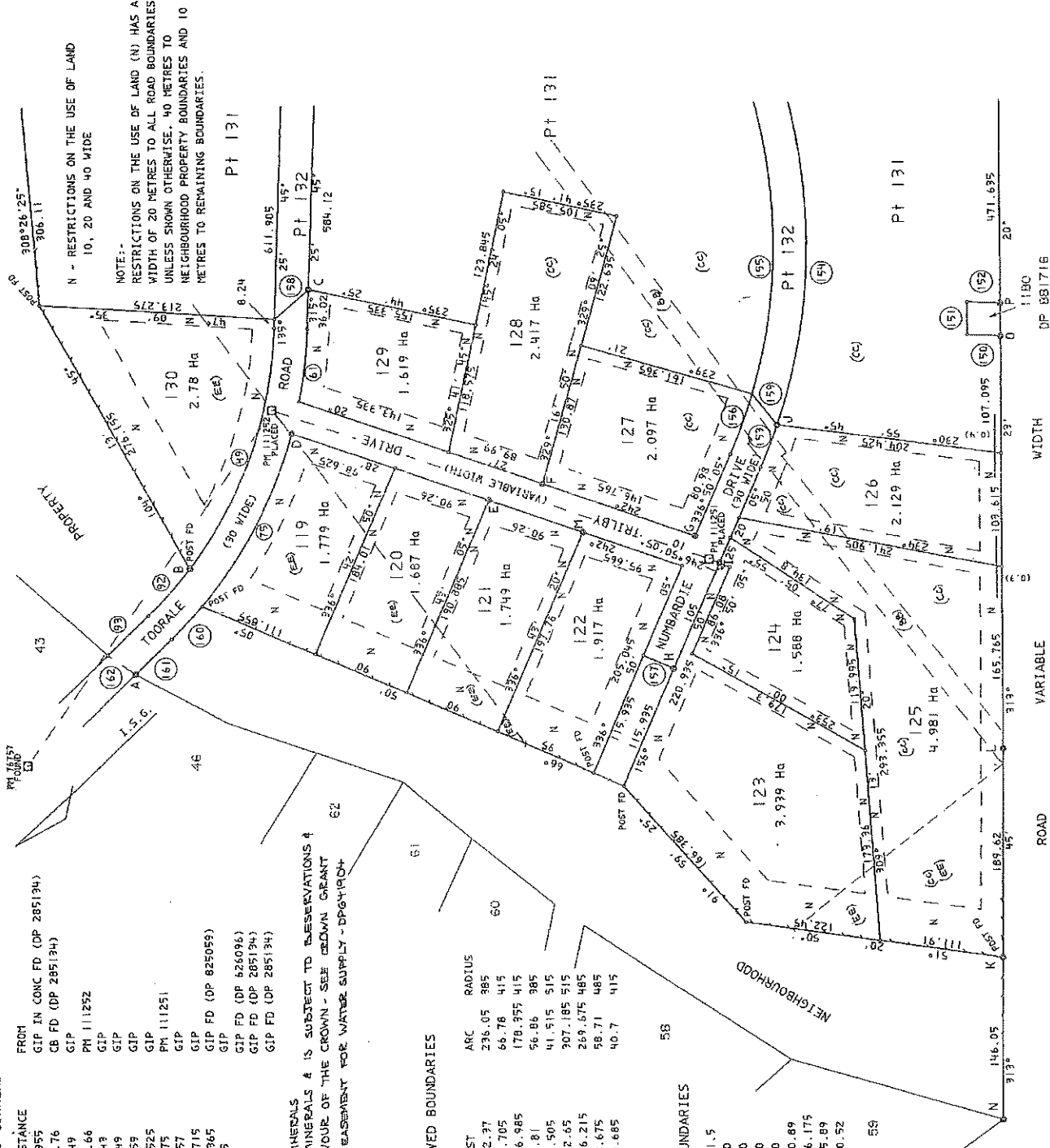
LINE	BEARING	CHORD	DIST	ARC	RADIUS
49	152°59'40"	232.37	236.05	385	
61	320°02'25"	66.705	66.76	415	
75	341°05'25"	176.985	178.355	415	
92	354°07'25"	56.81	56.86	385	
153	154°31'30"	41.505	41.515	515	
154	135°07'40"	302.65	307.185	515	
155	319°58'10"	266.215	269.675	485	
156	333°22'	58.675	58.71	485	
157	356°12'40"	40.685	40.7	415	

REFERENCE TO SHORT BOUNDARIES

93	359°01'15"	51.5
150	45°50'30"	30
151	139°23'20"	30
152	225°50'30"	30
157	66°50'05"	30
158	2°37'35"	40.89
159	95°02'40"	36.175
161	359°01'15"	45.89
162	78°25'40"	30.52

CONNECTIONS

PM 111252 TO PM 111251
242°30'05" 428.085
PM 76757 TO PM 111252
167°10'15" 445.555



DP 285134

Register: 28.1.1999

This is sheet 2 of my plan in 3 sheets dated 15.12.1996

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 131/11

SA 49/12

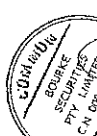
For use where space is insufficient in any panel on Form 1

THIS IS SHEET 17 OF DP 285134 & IT REPLACES SHEET 14 & 15 AS REGARDS LOTS 116 & 117 AND 15 AN ADDITIONAL SHEET

Reduction Ratio 1: 2300

PLAN FORM 2

SIGNATURES, SEALS AND STATEMENTS OF INTENTION TO dedicate public roads or to create reserves, easements, restrictions on the use of land or positive easements.



True copy

SIGNED for and on behalf of
Watercorp Building Corporation
ARBR 007 457 141

Under Power of Attorney No. 531
Under Power of Attorney No. 531

By
CHES N.S. LAZAROU
S. SUPERVISOR

Its duly constituted Attorney who is personally
HAPPY TO THIS:

[Signature]

[Signature]

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Grant Lands Office Approval

Approved

Authorised Officer

Local District

Post Box

File Book

Pages

Consent Certificate

I hereby certify that -

(a) the proposed subdivision and new road

complies with the requirements of the Land

Act 1998 and the provisions of the

Subdivision and New Road

Regulations 1998 and the provisions of the

Subdivision and New Road

Regulations 1998 and the provisions of the

Subdivision and New Road

DETAIL PLAN
SHEET 1 OF 3

REFERENCE TO SHORT BOUNDARIES

42	310°27'05"	178.19	PN 76674 TO PN 76678
43	340°00'15"	339.97	277°15'20" 484.72 SVY
44	289°02'25"	74.315	PN 76674 TO PN 76677
45	306°35'05"	98.055	38°57' 241.19 SVY
46	330°03'05"	360.13	PN 76674 TO PN 76677
47	308°26'25"	306.11	174°42'45" 272.095
52	161°02'25"	204.4	PN 76677 TO PN 11252
54	98°04'25"	62.85	167°10'15" 445.555
55	188°06'20"	30	PN 11252 TO PN 11251
56	278°04'25"	62.83	242°50'05" 428.085
58	341°02'25"	204.4	PN 76678 TO PN 11251
59	243°33'38"	40.89	153°51'30" 590.18
63	227°09'35"	213.275	
64	195°25'45"	611.905	
65	315°25'45"	584.12	
67	235°44'25"	155.335	
68	145°24'05"	123.845	
69	215°24'50"	34.91	

REFERENCE TO CURVED BOUNDARIES

LINE	BEARING	DIST	ARC	RADIUS
51	148°14'05"	316.95	319.605	715
53	129°33'25"	297.60	313.21	285
57	309°33'25"	329.02	346.18	315
59	328°14'05"	303.65	306.195	685

CORNER	BEARING	DISTANCE	FROM	ORIGIN
A	228°19'	0.49	GIP FD.	DP 285134
D	45°50'30"	5	GIP FD.	DP 285134
P	45°50'30"	5	GIP FD.	DP 285134
Q	9°11'25"	1.505	GIP FD.	DP 825059
R	193°58'25"	1.08	GIP FD.	DP 825059
S	100°15'25"	2.365	GIP FD.	DP 825059

REFERENCE TO CORNERS

MARK	EASTING	NORTHING	ZONE	H.A.C.C.
PN 76674	272230.552	142685.861	553	2
PN 76678	271749.757	142674.074	553	2
PN 76677	272382.158	1426873.417	553	2

COMBINED SCALE FACTOR: 0.99991

SOURCE: SURVEYOR GENERAL'S DEPARTMENT 14 DECEMBER 1998

E EASEMENT FOR TRANSMISSION LINE 45 WIDE (VIDE Y564219)

F EASEMENT FOR TRANSMISSION LINE 45 WIDE (VIDE DP 825059)

WARNING: DRIVING OR PARKING WILL LEAD TO REJECTION

SURVEYOR'S REFERENCE 1901641(10) - CHECKLIST

DP285134

Registered & 23.6.1999

CA: DATED 8/6/99

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: PARISH

Last Plan: DP 285134

PLAN: ADDITIONAL SMT 18

OF SUBDIVISION OF LOTS

131 & 132 IN DP 285134

Lengths are in metres. Registration Ratio 1:10000

LOCAL DUBBO CITY

State/Locality: EULOHOGG

Parish: BENJ (5)

County: LINCOLN

This is sheet 1 of my plan in 3 sheets

(Details if applicable)

1. MATTHEW GERARD THORNE

2. OF TERRA SCIENCES P/L

PO BOX 1842 DUBBO 2830

to survey registered under the Survey Act 1958, hereby

certify that the survey has been made in accordance with the Survey Act 1958 and was completed on 15.06.1999

The survey relates to - LOTS 131 - 132 AND

(Where applicable the land covered, or specify any part

shown in the plan that is not the subject of this survey).

Details are: - PN 76674 - PN 76678

Zone: Subdivided/County: Survey registered under

the Survey Act 1958

Plans used in preparation of survey / compilation

DP 285134

DP 825059

DP 881716

PANEL FOR USE ONLY for statements of

intention to dedicate public roads or to create

public reserves, easements, restrictions, easements

or restrictions on the use of land.

PURSUANT TO SECTION 88B OF THE

CONVEYANCING ACT 1919 IT IS

INTENDED TO CREATE:

1) RESTRICTIONS ON THE USE OF

LAND 10. 20 AND 40 WIDE (N)

2) EASEMENT TO DRAIN WATER

3) RESTRICTIONS ON THE

USE OF LAND

IT IS INTENDED TO DEDICATE

NUMBARGE DRIVE (30 WIDE) TO

THE PUBLIC

LOT 149 IS A DEVELOPMENT LOT

THIS IS SHEET 18 OF DP 285134

AND IT REPLACES SHEETS 16 & 17

AS REGARDS LOTS 131 & 132 & 15

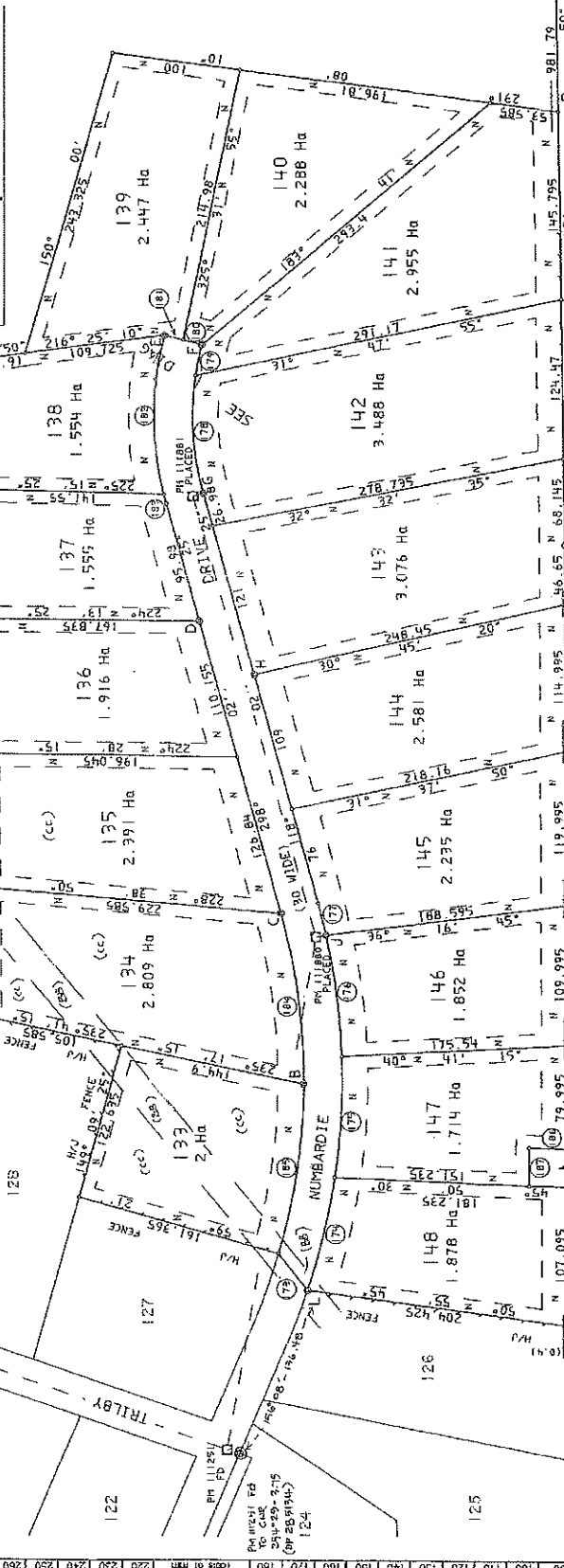
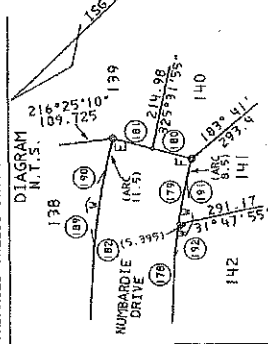
AN ADDITIONAL SHEET

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

(B8) LAND EXCLUDES MINERALS
(C6) LAND EXCLUDES MINERALS
IS SUBJECT TO RESINS & CONES
IN CROWN GOALT

N - RESTRICTIONS ON THE USE OF LAND
10, 20 AND 40 WIDE.
W - EASEMENT TO DRAIN WATER VARIABLE WIDTH

NOTE:-
RESTRICTIONS ON THE USE OF LAND (N) HAS A
WIDTH OF 20 METRES TO ALL ROAD BOUNDARIES,
40 METRES TO NEIGHBOURHOOD PROPERTY
BOUNDARIES AND 10 METRES TO REMAINING
BOUNDARIES UNLESS SHOWN OTHERWISE.



REFERENCE TO CORNERS			
CUR	BEARING	DIST	FROM
A	228°19'	0.43	GIP FD
B	55°17'	1.23	GIP
C	26°02'	1.08	GIP
D	26°15'	0.955	GIP
E	98°02'	1.585	GIP
F	177°34'	1.2	GIP
G	210°47'	0.95	PM 111881
H	210°36'	0.995	GIP
J	214°55'	2.005	PM 111880
L	224°00'	0.57	GIP FD
O	45°50'30"	5	GIP FD
P	45°50'30"	5	GIP FD

REFERENCE TO SHORT BOUNDARIES			
LINE	BEARING	DISTANCE	CHORD
51	148°14'05"	316.95	319.605
59	328°14'05"	303.65	306.195
174	147°10'05"	90.63	90.745
175	136°52'35"	94.14	94.275
176	126°18'10"	95.655	95.795
177	119°30'25"	26.365	26.37
178	129°54'40"	52.565	52.73
179	144°54'40"	24.57	24.58
182	313°52'55"	124.75	126.03
183	298°52'55"	7.485	7.49
184	306°01'40"	134.795	135.235
185	321°57'25"	134.01	134.14

REFERENCE TO CURVED BOUNDARIES			
LINE	BEARING	ARC	RADIUS
51	148°14'05"	316.95	319.605
59	328°14'05"	303.65	306.195
174	147°10'05"	90.63	90.745
175	136°52'35"	94.14	94.275
176	126°18'10"	95.655	95.795
177	119°30'25"	26.365	26.37
178	129°54'40"	52.565	52.73
179	144°54'40"	24.57	24.58
182	313°52'55"	124.75	126.03
183	298°52'55"	7.485	7.49
184	306°01'40"	134.795	135.235
185	321°57'25"	134.01	134.14

CONNECTIONS			
PM 76757	TO PM 111252	167°10'15"	445.555
PM 111252	TO PM 111251	242°30'05"	428.085
PM 111251	TO PM 111880	143°14'	406.54
PM 111880	TO PM 111881	118°18'50"	759.14
PM 111881	TO PM 111252	345°28'10"	716.59

Plan Drawing only to appear in this space

SURVEYORS REFERENCE : 19164(10) - CHECKLIST

ONLY

DP285134

Registered 29.10.1999

This is sheet 2 of my plan in 3 sheets dated 15 March 1999

ADDITIONAL SHEET 19

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 816144 or 816144

SA 99/14

Expert Manager/Authorised Person

For use where shown is insufficient to carry out on Plan Form 2

THIS IS SHEET 19 OF DP 285134 & IT REPLACES SHEET 16 & 17 AS REGARDS LOTS 131 & 132 AND 15 AN ADDITIONAL SHEET

Reactor Role 1: 2500

DP285134

Registered 2014 5/11/1999

This is sheet 2 of my plan in 3 sheets dated 14 OCTOBER 1999

Williams

Surveyor registered under Surveyors Act 1929

This is sheet 2 of the plan of 3 sheets covered by my Certificate No. 1000/670/66

Belboord

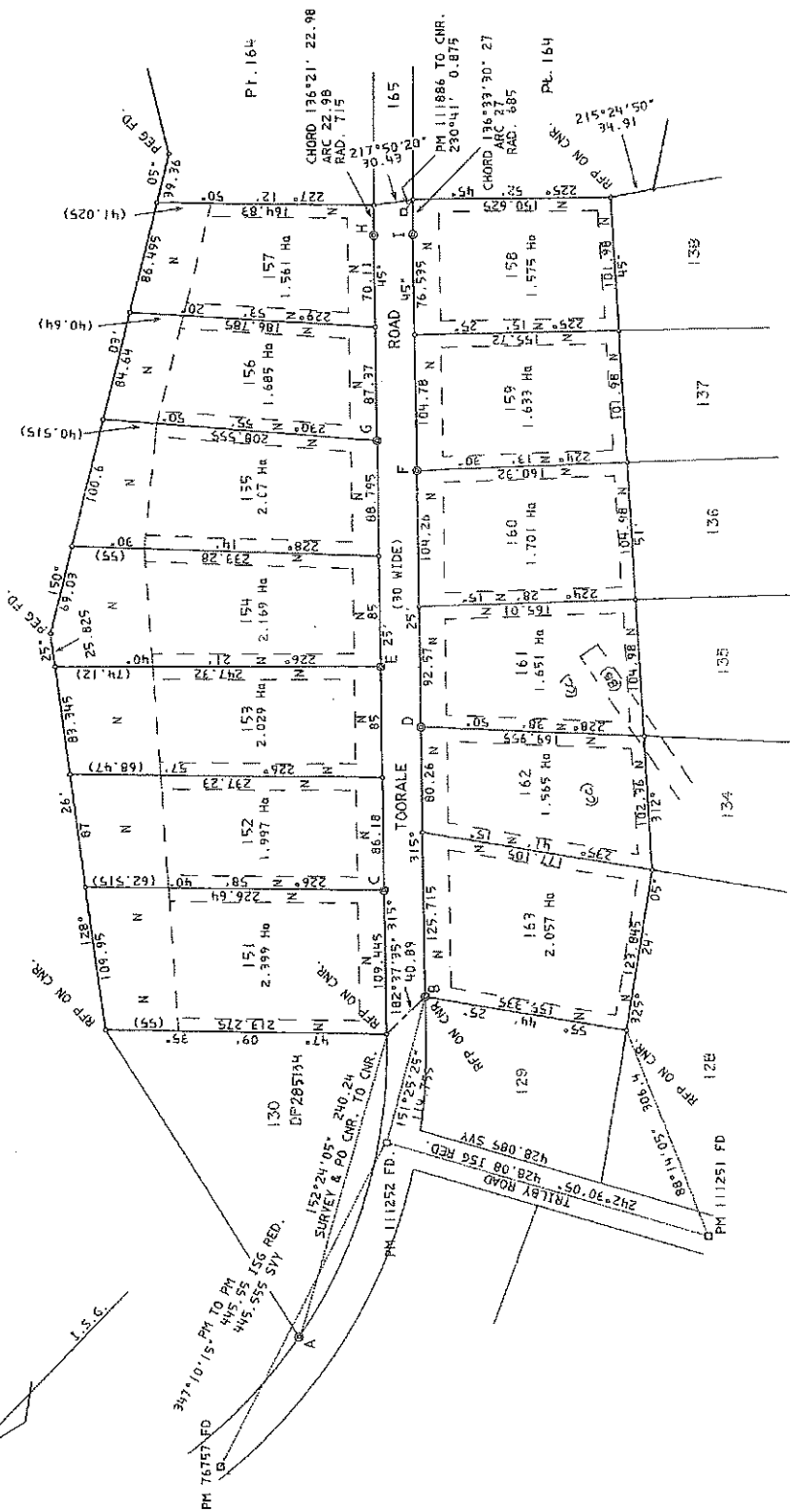
Commissioned/Authorised Person

For use where space is insufficient in my plan or Plan Form 2

THIS IS SHEET 21 OF DP 285134 & IT REPLACES SHEET 18 & 19 AS REGARDS LOTS 149 & 150 AND IS AN ADDITIONAL SHEET

Reduction Ratio 1: 2500

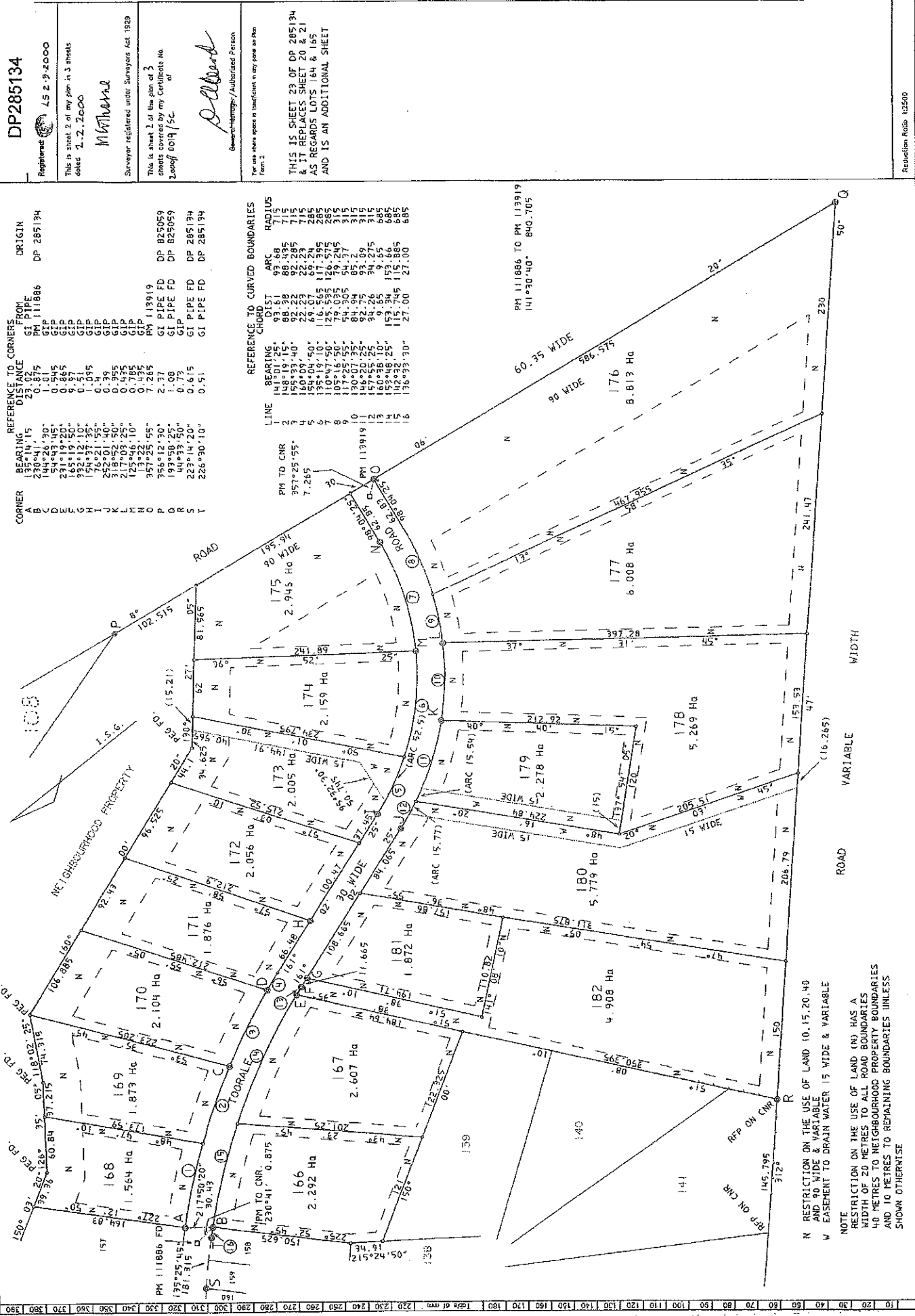
SURVEYOR'S REFERENCE : 190104(15) - CHECKLIST

N RESTRICTION ON THE USE OF LAND
10.20 AND VARIABLENOTE
RESTRICTION ON THE USE OF LAND (N) HAS A
WIDTH OF 20 METRES TO ALL ROAD BOUNDARIES
& 10 METRES TO REMAINING BOUNDARIES UNLESS SHOWN OTHERWISE(B) LAND EXCLUDES MINERALS
(C) LAND EXCLUDES MINERALS & IS SUBJECT TO RESERVATIONS
& CONDITIONS IN CROWN GRANTPM 111252 TO PM 111886
137°54'40" 722.105

REFERENCE TO CORNERS

CORNER	BEARING	DISTANCE	FROM	ORIGIN
A	237°46'25"	25.76	CR FD, DP 285134	
B	228°19'	0.49	GIP FD, DP 285134	
C	46°06'15"	0.55	GIP	
D	228°00'00"	0.675	GIP	
E	50°01'35"	0.54	GIP	
F	223°14'20"	0.615	GIP	
G	44°24'00"	0.55	GIP	
H	51°17'55"	0.45	GIP	
I	226°30'10"	0.51	GIP	

Plan Drawing only to appear in this space



REFERENCE TO CORNERS		FROM		ORIGIN	
CORNER	BEARING	TO	FROM	TO	FROM
A	230°41'15"	1.01	PM 111886	DP 285134	DP 285134
B	194°26'30"	0.945	GIP	DP 285134	DP 285134
C	54°43'45"	0.865	GIP	DP 285134	DP 285134
D	231°19'20"	0.875	GIP	DP 285134	DP 285134
E	92°12'00"	0.27	GIP	DP 285134	DP 285134
F	154°37'35"	0.195	GIP	DP 285134	DP 285134
G	76°21'55"	0.4	GIP	DP 285134	DP 285134
H	252°01'40"	0.39	GIP	DP 285134	DP 285134
I	219°03'25"	0.375	GIP	DP 285134	DP 285134
J	125°46'10"	0.785	GIP	DP 285134	DP 285134
K	13°22'	0.435	GIP	DP 285134	DP 285134
L	957°25'55"	7.265	PM 113919	DP 285134	DP 285134
M	357°25'55"	1.08	GI PIPE FD	DP 285134	DP 285134
N	193°58'25"	0.73	GI PIPE FD	DP 285134	DP 285134
O	44°33'50"	0.815	GI PIPE FD	DP 285134	DP 285134
P	223°14'20"	0.815	GI PIPE FD	DP 285134	DP 285134
Q	226°30'10"	0.51	GI PIPE FD	DP 285134	DP 285134
R					
S					
T					

REFERENCE TO CURVED BOUNDARIES		CHORD		ARC		RADIUS	
LINE	BEARING	DIST	CHORD	ARC	RADIUS	DIST	RADIUS
1	140°10'25"	83.5	83.5	83.5	715	83.5	715
2	155°33'40"	92.23	92.23	92.23	715	92.23	715
3	155°33'40"	22.23	22.23	22.23	715	22.23	715
4	154°04'50"	69.07	69.07	69.07	285	69.07	285
5	135°07'50"	126.52	126.52	126.52	285	126.52	285
6	105°16'50"	79.035	79.035	79.035	315	79.035	315
7	117°25'55"	54.305	54.305	54.305	315	54.305	315
8	130°07'35"	84.94	84.94	84.94	315	84.94	315
9	155°22'22"	92.23	92.23	92.23	315	92.23	315
10	160°38'10"	9.65	9.65	9.65	685	9.65	685
11	153°48'25"	153.34	153.34	153.34	685	153.34	685
12	142°32'	115.745	115.745	115.745	685	115.745	685
13	136°33'30"	27.00	27.00	27.00	685	27.00	685

DP285134

Registered 19 18.1.2001

This is sheet 2 of my plan in 4 sheets dated 15 DECEMBER 2000

Matthew

Surveyor registered under Surveyors Act 1929

This is sheet of the plan of sheets covered by my Certificate No. of

Contract Manager / Authorised Engineer

For use where space is insufficient in my plan on Plan Form 2

THIS IS SHEET 25 OF 285134 & IT REPLACES SHEETS 22 & 23 AS REGARDS LOT 176-182 & IT IS AN ADDITIONAL SHEET

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO RELEASE:

1. EASEMENT TO DRAIN WATER 15 WIDE & VARIABLE (DP 285134)

IT IS INTENDED TO DEDICATE DUNLOP ROAD (30 WIDE) & THURLOO ROAD (30 WIDE) TO THE PUBLIC

Reduction Ratio 1: 1500

SURVEYORS REFERENCE : 190161(17) - CHECKLIST



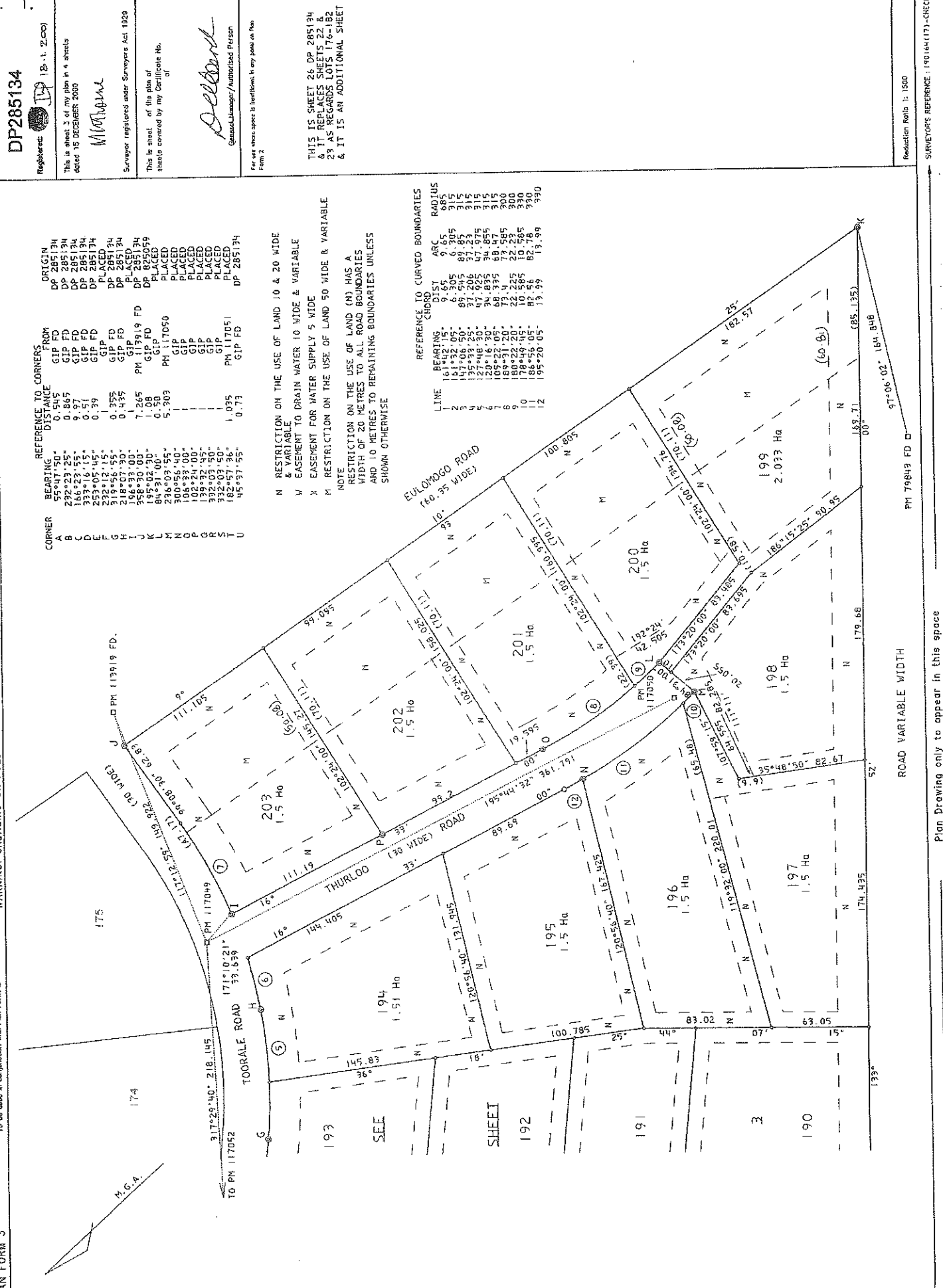
CORNER	BEARING	REFERENCE TO CORNERS	DISTANCE	FROM	ORIGIN
A	55°47'50"	GIP FD	0.545	DP 285134	DP 285134
B	232°23'25"	GIP FD	0.865	DP 285134	DP 285134
C	159°21'12"	GIP FD	0.571	DP 285134	DP 285134
D	253°05'45"	GIP FD	0.39	DP 285134	DP 285134
E	332°12'15"	GIP	1	PLACED	PLACED
F	319°56'45"	GIP FD	0.355	DP 285134	DP 285134
G	218°07'30"	GIP FD	0.435	DP 285134	DP 285134
H	126°33'00"	GIP	7.265	PM 117051	DP 285134
I	185°03'00"	GIP	1.08	DP 285059	DP 285059
J	84°31'00"	GIP	0.50	PLACED	PLACED
K	236°03'55"	PM 117050	5.303	PLACED	PLACED
L	300°56'40"	GIP	1	PLACED	PLACED
M	106°33'00"	GIP	1	PLACED	PLACED
N	102°24'00"	GIP	1	PLACED	PLACED
O	332°03'50"	GIP	1	PLACED	PLACED
P	182°51'36"	GIP	1.035	PM 117051	PM 117051
Q	45°37'55"	GIP FD	0.73	DP 285134	DP 285134

LINE	BEARING	CHORD	ARC	RADIUS
1	61°42'15"	9.65	9.65	685
2	161°32'05"	6.205	6.205	315
3	47°06'50"	69.545	69.545	315
4	123°08'30"	47.565	47.565	315
5	120°16'30"	34.835	34.835	315
6	105°22'05"	68.345	68.345	315
7	89°31'20"	73.4	73.4	300
8	190°22'40"	72.265	72.265	300
9	186°56'05"	82.58	82.58	330
10	195°20'05"	13.99	13.99	330

N RESTRICTION ON THE USE OF LAND 10 AND 20 WIDE & VARIABLE
W EASEMENT TO DRAIN WATER 10 WIDE & VARIABLE
X EASEMENT FOR WATER SUPPLY 5 WIDE
M RESTRICTION ON THE USE OF LAND 50 WIDE & VARIABLE
NOTE
RESTRICTION ON THE USE OF LAND (N) HAS A WIDTH OF 20 METRES TO ALL ROAD BOUNDARIES AND 10 METRES TO REMAINING BOUNDARIES UNLESS SHOWN OTHERWISE

ROAD VARIABLE WIDTH

Plan Drawing only to appear in this space



CORNER	BEARING	DISTANCE	REFERENCE TO CORNERS	ORIGIN
A	171°02'21"	171.02	GIP FD	DP 285134
B	171°02'21"	171.02	GIP FD	DP 285134
C	171°02'21"	171.02	GIP FD	DP 285134
D	171°02'21"	171.02	GIP FD	DP 285134
E	171°02'21"	171.02	GIP FD	DP 285134
F	171°02'21"	171.02	GIP FD	DP 285134
G	171°02'21"	171.02	GIP FD	DP 285134
H	171°02'21"	171.02	GIP FD	DP 285134
I	171°02'21"	171.02	GIP FD	DP 285134
J	171°02'21"	171.02	GIP FD	DP 285134
K	171°02'21"	171.02	GIP FD	DP 285134
L	171°02'21"	171.02	GIP FD	DP 285134
M	171°02'21"	171.02	GIP FD	DP 285134
N	171°02'21"	171.02	GIP FD	DP 285134
O	171°02'21"	171.02	GIP FD	DP 285134
P	171°02'21"	171.02	GIP FD	DP 285134
Q	171°02'21"	171.02	GIP FD	DP 285134
R	171°02'21"	171.02	GIP FD	DP 285134
S	171°02'21"	171.02	GIP FD	DP 285134
T	171°02'21"	171.02	GIP FD	DP 285134
U	171°02'21"	171.02	GIP FD	DP 285134

N RESTRICTION ON THE USE OF LAND 10 & 20 WIDE & VARIABLE
W EASEMENT TO DRAIN WATER 10 WIDE & VARIABLE
X EASEMENT FOR WATER SUPPLY 5 WIDE
M RESTRICTION ON THE USE OF LAND 50 WIDE & VARIABLE
NOTE
RESTRICTION ON THE USE OF LAND (N) HAS A WIDTH OF 20 METRES TO ALL ROAD BOUNDARIES AND 10 METRES TO REMAINING BOUNDARIES UNLESS SHOWN OTHERWISE

LINE	BEARING	CHORD	ARC	RADIUS
1	161°02'15"	9.65	9.65	685
2	161°02'15"	9.65	9.65	685
3	161°02'15"	9.65	9.65	685
4	161°02'15"	9.65	9.65	685
5	161°02'15"	9.65	9.65	685
6	161°02'15"	9.65	9.65	685
7	161°02'15"	9.65	9.65	685
8	161°02'15"	9.65	9.65	685
9	161°02'15"	9.65	9.65	685
10	161°02'15"	9.65	9.65	685
11	161°02'15"	9.65	9.65	685
12	161°02'15"	9.65	9.65	685

SECTION 88B INSTRUMENT
COVER SHEET

DP 285134

D.P. _____

ATTENTION

As a result of ^{Neighbourhood}~~Community~~ Plan of Subdivision which also contained a Section 88B Instrument this instrument now comprises 4 separate documents registered on different dates.

Particulars of each document are as follows: -

Document No.	Plan/Instrument Registration Date	Plan Sheet Nos.	Section 88B Sheet No.
Document 1	19.11.1993	5	14
Document 2	13.4.1994	3	6
Document 3	4.8.1994	3	6
Document 4	19.1.1996	3	7
Document 5	14.4.1997	3	7
DOCUMENT 6	6-2-1998	3	7
DOCUMENT 7	29.1.1999	3	6
DOCUMENT 8	23.6.1999	3	8
DOCUMENT 9	5.11.1999	3	6
DOCUMENT 10	2.3.2000	3	7
DOC - 11	18.1.2001	4	8
Total sheets filmed 34			including Cover Sheet

~~COMMUNITY~~ PLAN OF SUBDIVISION FOR TOTAL
NUMBER OF SHEETS SEE COVER SHEET.

DOCUMENT 1

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 1 of 14 Sheets.

D.P.

DP 285134

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in D.P.
285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

Full Name and Address
of Proprietor of the
Land:

PART 1

BOURKE SECURITIES PTY. LIMITED
(A.C.N. 000 297 763) of
"Firgrove", Dubbo in respect of
Lot 7 in D.P. 285062, Lots 4, 5,
7, 9 and 10 in D.P. 285087 and
Lots 5 and 6 in D.P. 270026.

DAVID JOHN RING and MAUREEN
JACINTA RING in respect of Lot 2
in D.P. 285062.

COLIN RANDALL HADFIELD and DEBBIE
MARIE HADFIELD in respect of Lot
3 in D.P. 285062.

GARRY JOHN DENKEL and ROBYN
LYNNETTE DENKEL in respect of Lot
4 in D.P. 285062.

NEIL KEITH SHARKEY and PAMELA
MARGARET SHARKEY in respect of
Lot 5 in D.P. 285062.

RICHARD ANTHONY CUMMINS and JO
ANN CUMMINS in respect of Lot 6 in
D.P. 285062.

WILLIAM CHARLES SMYTH and JUDITH
MAY SMYTH in respect of Lot 8 in
D.P. 285062.

BARRY ALLAN LANE and KAREN SUSAN
LANE in respect of Lot 9 in D.P.
285062.

REGISTERED



19-11-1993

[Handwritten signatures and initials over the stamp and below it.]

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 2 of 14 Sheets

D.P.

Subdivision covered by Council
Clerk's Certificate No.S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in
D.P. 285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

PART 1 (CONTINUED)

Full Name and Address of
Proprietor of the Land
Continued

VICTOR SLAVENSKY in respect of
Lot 10 in D.P. 285062.

GERARD SKELLY and SHAROLYN
SKELLY in respect of Lot 11 in
D.P. 285062.

THE NEIGHBOURHOOD ASSOCIATION
D.P. 285062 in respect of Lot 1
in D.P. 285062.

THE NEIGHBOURHOOD ASSOCIATION
D.P. 285087 in respect of Lot 1
in D.P. 285087.

IAN BRUCE WALLACE and CAROLYN
RUTH WALLACE in respect of Lot 2
in D.P. 285087.

DESMOND JOHN SETON and
BERNADETTE ANNE SETON in respect
of Lot 3 in D.P. 285087.

PHILLIP JAMES GOATCHER and
LEANNE JOY GOATCHER in respect
of Lot 6 in D.P. 285087.

GERARD NICHOLAS CUSHAN and
CHRISTINE AMY CUSHAN in respect
of Lot 8 in D.P. 285087.

REGISTERED



19.11.1993

[Handwritten signatures and initials]

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 3 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No.S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in
D.P. 285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

PART 1 (CONTINUED)

Full Name and Address of
Proprietor of the Land
Continued

COMMUNITY ASSOCIATION D.P.
270026 in respect of Lot 1 in
D.P. 270026

1. Identity of Restriction
Firstly Referred to in
Abovementioned Plan:

Restrictions on the use of land
10 and 20 wide ("N")

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

Lots 19 and 22 - 34
inclusive

The Council of the City of Dubbo

2. Identity of Easement
Secondly Referred to in
Abovementioned Plan:

Easement for water supply 5 wide
("W")

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

Lot 29

The Council of the City of Dubbo

[Handwritten signatures and initials]

19.11.1993
REGISTERED

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 4 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in
D.P. 285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

PART 1 (CONTINUED)

3. Terms of Restrictions
Thirdly Referred to in
Abovementioned Plan:

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lot 19

Lots 22- 34 inclusive

Lots Benefited

Every lot in the Plan except the
lots burdened

PART 2

Terms of Restriction on the Use of Land Firstly Referred to in
Abovementioned Plan:

No building shall be erected on any lot within an area designated
"N".

Terms of Easements Secondly Referred to in Abovementioned Plan:

Full and free right for the body in whose favour the easement is
created and every person authorised by it from time to time and
at all times to convey water in any quantities across and through
the land herein indicated as the servient tenement together with
the right to use for the purposes of the easement any line of
pipes already laid within the servient tenement for the purpose
of conveying water or any pipe or pipes in replacement or in
substitution therefor and where no such line of pipes exist to
lay, place and maintain a line of pipes of sufficient internal
diameter beneath the surface of the servient tenement and
together with the right for the body in whose favour this

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SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 5 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No.S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in
D.P. 285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

PART 2 (CONTINUED)

easement is created and every person authorised by it within any tools, implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary PROVIDED THAT the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition.

Terms of Restrictions on the Use of Land Thirdly Referred to in
Abovementioned Plan:

- (a) That not more than one main building shall be erected or permitted to remain on any lot and that such main building shall not be erected otherwise than with new materials and shall not have an overall minimum aggregate external floor area of less than 150 square metres.
- (b) That no main building erected or permitted to remain on any lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any lot hereby transferred except until after or concurrently with the erection of the main building thereon.
- (d) That no main building shall be erected on any lot with external walls other than brick, brick veneer, stone, concrete, glass, timber, asbestos cement or any combination thereof and no main building shall be constructed wholly or

19.11.1993



REGISTERED

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SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 6 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in
D.P. 285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

PART 2 (CONTINUED)

substantially from fibrolite or otherwise from prefabricated materials. Asbestos cement shall not be used in such external walls except as infill panels in conjunction with all or any of the above materials hereinbefore specified PROVIDED THAT the proportions of asbestos cement so used in relation to the external wall area of any building shall not exceed ten percent thereof. No main building shall be a transportable home.

For so long as the developer be the registered proprietor of any lots in the subdivision of which this lot forms part, a main building may be erected on any lot with external walls of materials other than those mentioned above PROVIDED the plans for such building are submitted to the developer and it endorses its consent in writing thereon.

- (e) That no roof of any structure erected on any lot shall be constructed of untreated corrugated tin or galvanised iron.
- (f) That no caravan or tent shall be placed or permitted to remain on any lot hereby transferred.
- (g) That the external timber walls of any main building or structure erected on any lot hereby transferred shall not remain unpainted for a period longer than two (2) months after the date of completion thereof PROVIDED THAT this restriction shall not apply to timber which has been treated by oil.
- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building Class A.

19. 11. 1993



REGISTERED

[Handwritten signatures and notes at the bottom of the page, including "Dated 19.11.1993" and "By [Signature]"]

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 7 of 14 Sheets

D.P.

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in D.P.
285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

PART 2 (CONTINUED)

- (i) That no sanitary convenience erected or permitted to remain on the lot shall be detached or separated from any main or other building erected thereon.
- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any lot excepting such as may relate solely to the selling of such lot and such permitted sign shall not exceed one metre by one metre in size.
- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any lot and the registered proprietor of any lot shall be entitled to maintain no more than two (2) dogs.
- (l) That no dairy, brickyard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisome or offensive occupation, trade or business shall be carried out on any lot.
- (m) That no registered proprietor shall maintain or keep any animals on any lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and wish the approval of The Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.

19.11.1993



REGISTERED

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Dive / [Signature] 3 Date [Signature] [Signature]
Mei [Signature] [Signature]

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 8 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No.S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in D.P.
285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

PART 2 (CONTINUED)

- (o) That no plant, machinery or vehicles having a tare weight in excess of five (5) tonnes shall be kept or stored on any lot.
- (p) That no truck yards, earth moving businesses or welding shops or operations of a similar nature shall be carried on on any lot.
- (q) That no registered proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses.
- (r) That no cladding of any outbuildings on any lot shall be of any material other than that similar to the main building erected on the lot or other materials permitted in Clause (d) hereof or pre-coloured iron.
- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any lot and no ultra light aircraft shall be flown from any lot.
- (t) That no fence shall be erected on the boundary of any lot burdened to divide it from any lot benefited without the prior consent in writing of Bourke Securities Pty. Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty. Limited, its successors and assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.

19.11.1993



REGISTERED

[Handwritten signatures and initials]

DP 285134

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 9 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in D.P.
285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

PART 2 (CONTINUED)

- (u) That no fence shall be erected on the boundary of any lot hereby sold unless such fence is less than 1.5 metres in height and is of stock-proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.

Name of Authority Empowered to
Release Vary or Modify the
Terms of the Restrictions on
the use of Land and
Easements Firstly and
Secondly Referred to in
the Abovementioned Plan:

The Council of the City of Dubbo
and no person's consent shall be
required.

Name of Persons Empowered to
Release Vary or Modify the
Terms of the Restrictions on
the Use of Land Thirdly
Referred to in the
Abovementioned Plan:

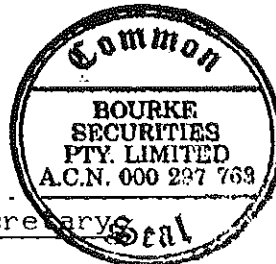
As to "U" The Council of the
City of Dubbo and as to the
other covenants Bourke
Securities Pty. Limited whilst
ever it is the registered
proprietor of any of the lots
referred to in the said Plan and
thereafter The Neighbourhood
Association and no person's
consent shall be required.

THE COMMON SEAL of BOURKE SECURITIES)
PTY. LIMITED was hereunto affixed in)
the presence of:)

.....
Director

.....
Secretary

.....
Secretary



REGISTERED

14.11.1993

[Handwritten signature]

[Handwritten signature]

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 10 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-029
dated 15th October, 1993
in respect of Lot 1 - 11 in D.P.
285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

SIGNED by the said DAVID JOHN
RING and MAUREEN JACINTA RING
in the presence of:

) David Ring. David Ring
Maureen Ring

SIGNED by the said COLIN
RANDALL HADFIELD and DEBBIE
MARIE HADFIELD in the
presence of:

) Col. Hadfield.
D Hadfield.

SIGNED by the said GARRY JOHN
DENKEL and ROBYN LYNNETTE
DENKEL in the presence of:

) Roby Denkel

SIGNED by the said NEIL KEITH
SHARKEY and PAMELA MARGARET
SHARKEY in the presence of:

) Neil Sharkey
P. Sharkey

SIGNED by the said RICHARD
ANTHONY CUMMINS and JO ANN
CUMMINS in the presence of:

) RA Cummins
J. Cummins.

REGISTERED



19.11.1993

Recd. Date 19.11.1993

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 11 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-029
dated 15th october, 1993
in respect of Lots 1 - 11 in
D.P. 285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

SIGNED by the said WILLIAM CHARLES
SMYTH and JUDITH MAY SMYTH in the
presence of:

) *W. Smyth*
) *J. Smyth*

SIGNED by the said BARRY ALLAN
LANE and KAREN SUSAN LANE in
the presence of:

) *B. Lane*
) *K. Lane*

SIGNED by the said VICTOR
SLAVENSKY in the presence of:

) *V. Slavensky*

SIGNED by the said GERARD
SKELLY and SHAROLYN SKELLY in
the presence of:

) *G. Skelly*
) *S. Skelly*

SIGNED by the said IAN BRUCE
WALLACE and CAROLYN RUTH
WALLACE in the presence of:

) *I. Wallace*
) *C. Wallace*

Deed
B. Bruce Wallace

14.11.1993
REGISTERED

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 12 of 14 Sheets

D.P.

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in D.P.
285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

SIGNED by the said DESMOND JOHN
SETON and BERNADETTE ANNE SETON
in the presence of:


B.A. Seton

SIGNED by the said PHILLIP
JAMES GOATCHER and LEANNE JOY
GOATCHER in the presence of:


P. James Goatcher

SIGNED by the said GERARD NICHOLAS
CUSHAN and CHRISTINE AMY CUSNAN in
the presence of:

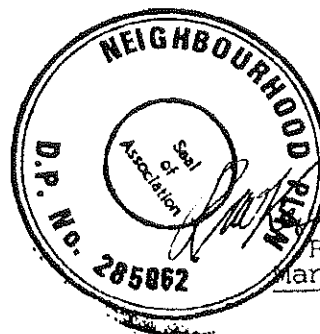

Gerard Cushman

THE COMMON SEAL of COMMUNITY
PLAN NO. 270026 was hereunto
affixed in the presence of:



R. McKeowen.
Managing Agent.

THE COMMON SEAL of NEIGHBOURHOOD
PLAN NO. 285062 was hereunto
affixed in the presence of:



R. McKeowen.
Managing Agent.



SECTION 88B INSTRUMENT

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

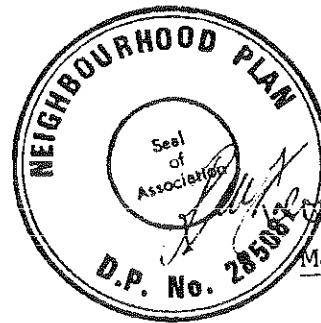
Lengths are in metres.

Sheet 13 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No.S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in
D.P. 285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

THE COMMON SEAL of NEIGHBOURHOOD)
PLAN NO. 285087 was hereunto)
affixed in the presence of:)



R. McKeowen.
Managing Agent.

Signed in my presence on behalf
of the said Bank by its Attorney
KENNETH JAMES WHYTECROSS
who is personally known to me
[Signature]
Signature of Witness

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
(A.C.N. 095 357 522)
by its Attorney

and, I, the said Attorney state that I have not received any notice of
the revocation of the Power of Attorney registered in the Office of
the Registrar General Sydney as No. 285134 and 285135 under which
this document is executed.

99 B MARIE STREET
DUBBO NSW BANK OFFICER

Name, address and occupation
of Witness (PRINT LETTERS)

[Signature]
Acting/District Manager/Senior Manager Retail Banking for the time
being of Australia and New Zealand Banking Group Limited

Signed at Dubbo 31/8/1993 for the Commonwealth Bank
of Australia by its duly appointed Attorney under Power
of Attorney Book 3819 No. 801.

STATE BANK OF NEW SOUTH WALES LIMITED being a mortgagee of
the land within described hereby consents to this... *[Signature]*

STATE BANK OF NEW SOUTH WALES LIMITED

Signed in my presence by
State Bank of New South Wales
A.C.N. 093 963 228
by its Attorney

by its Attorney pursuant to power of
Attorney book 3781 number 668
and I declare that I have no notice
of the revocation of the said power
of Attorney.

[Signature]
Justice of the Peace

(Full name of Attorney - block letters)

who is personally known to me

Witness

Title

[Signature]
BARRY JOHN BOWDEN
DEPUTY REGIONAL MANAGER

[Signature]
Leanne Dickson

REGISTERED



19-11-1993

DP 285134

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 14 of 14 Sheets.

D.P.

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-029
dated 15th October, 1993
in respect of Lots 1 - 11 in
D.P. 285062, Lots 1 - 10 in D.P.
285087 and Lots 1, 5 and 6 in
D.P. 270026.

SIGNED AT SYDNEY THIS 10th
DAY OF September 1993 FOR
NATIONAL AUSTRALIA BANK LIMITED BY
MARK RICHARD CORBETT ITS D.P.
APPOINTED ATTORNEY UNDER POWER OF
ATTORNEY No. 549 BOOK 3834

ASSISTANT MANAGER

SECURITIES SERVICES N.S.W.
George St., Sydney

Alan Yeomans
Bank Officer

St. George Bank Limited A.C.N. 055 513 070
by its Attorneys under Power of Attorney

Registered Number 3876 Book 3876

Signature [Signature] Title

Name V. RING Title SUPERVISOR

WITNESS P. WOOD

Signed Sealed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION

by GARY JOHN BEGGS.
Its duly constituted
Attorney who is
personally known to me

JOHN DOUGLAS DOWKES
MACQUARIE ST DUBBO
BANK OFFICER

WESTPAC BANKING CORPORATION
by its Attorney

who hereby states that at the time of executing this Instrument no notice
of revocation has been received of the Power of Attorney registered in
the office of the Registrar General No. 538 Book 4005 under
the authority of which this Instrument has been executed.

* Branch/Office DUBBO.

- * Manager
- * Deputy Manager
- * Assistant Manager
- * Officer in Charge Regional Securities
- * District Commercial Manager
- * Commercial Manager
- * District Operations Controller
- * Assistant District Operations Controller

* Delete as applicable

REGISTERED



14.11.1993

NOTE: THIS INSTRUMENT IS AFFECTED BY A ~~COMMUNITY~~ ^{NEIGHBOURHOOD} PLAN OF
SUBDIVISION FOR TOTAL NUMBER OF SHEETS SEE COVER SHEET.

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 1 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. S.A. 93-58
dated the 9th day of March
1994 in respect of Lots 35 and
36 in D.P. 285134.

PART 1

Full Name and Address of
Proprietor of the land:

BOURKE SECURITIES PTY. LIMITED
ACN 000 297 763 of "Firgrove",
Dubbo.

Full Name and Address of
Mortgagee of the land:

AUSTRALIA AND NEW ZEALAND BANKING
GROUP LIMITED

1. Identify of Restriction
Firstly Referred to in
Abovementioned Plan:

Restrictions on the use of land
10, 20 and 40 wide ("S").

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Authority Benefited

Lots 37 to 46
(inclusive)

The Council of the City of Dubbo

2. Identity of Restriction
Secondly Referred to in
Abovementioned Plan:

Restrictions on the use of land

SCHEDULE OF LOTS ETC. AFFECTED

Lots Burdened

Lots Benefited

Lots 37 to 46
(inclusive)

Every other lot except the lot
burdened



Price
(S.A. 93-58)

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 2 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA 93-58
dated the 9th day of March
1994 in respect of Lots 35 and
36 in D.P. 285134.

PART 2

1. Terms of Restrictions on the use of Land Firstly Referred to
in Abovementioned Plan.

No building shall be erected on any lot burdened within an area
designated "S".

2. Terms of Restrictions on the use of Land Secondly Referred to
in Abovementioned Plan.

- (a) That not more than one main building shall be erected or
permitted to remain on any lot and that such main building
shall not be erected otherwise than with new materials and
shall not have an overall minimum aggregate external floor
area of less than 150 square metres.
- (b) That no main building erected or permitted to remain on any
lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted
to remain on any lot hereby transferred except until after
or concurrently with the erection of the main building
thereon.
- (d) That no main building shall be erected on any lot with
external walls other than brick, brick veneer, stone,
concrete, glass, timber, asbestos cement or any combination
thereof and no main building shall be constructed wholly or
substantially from fibrolite or otherwise from prefabricated
materials. Asbestos cement shall not be used in such
external walls except as infill panels in conjunction with
all or any of the above materials hereinbefore specified
PROVIDED THAT the proportions of asbestos cement so used in
relation to the external wall area of any building shall not
exceed ten per cent thereof. No main building shall be a



J Rice
A. J. Smith

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 3 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA 93-58
dated the 9th day of March
1994 in respect of Lots 35 and
36 in D.P. 285134.

PART 2 (CONTINUED)

transportable home.

- (e) That no roof of any structure erected on any lot shall be constructed of untreated corrugated tin or galvanised iron.
- (f) That no caravan or tent shall be placed or permitted to remain on any lot hereby transferred.
- (g) That the external timber walls of any main buildings or structures erected on any lot hereby transferred shall not remain unpainted for a period longer than two (2) months after the date of completion thereof PROVIDED THAT this restriction shall not apply to timber which has been treated by oil.
- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building Class A.
- (i) That no sanitary convenience erected or permitted to remain on any lot shall be detached or separated from any main or other building erected thereon.
- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any lot except such as may relate solely to the selling of such lot and such permitted sign shall not exceed 1 metre x 1 metre in size.
- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any lot and the registered proprietor of any lot shall be entitled to maintain no more than two (2) dogs.



J Rice
[Signature]
Act. Comm.

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 4 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA 93-58
dated the 9th day of March
1994 in respect of Lots 35 and
36 in DP. 285134.

PART 2 (CONTINUED)

- (l) That no dairy, brickyard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisesome or offensive occupation, trade or business shall be carried on on any lot.
- (m) That no registered proprietor shall maintain or keep any animals on any lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of The Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (o) That no plant, machinery or vehicles having a tare weight in excess of 5 tonnes shall be kept or stored on any lot.
- (p) That no truckyards, earthmoving businesses or welding shops or operations of a similar nature shall be carried on on any lot.
- (q) That no registered proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses.
- (r) That no cladding of any outbuildings on any lot shall be of any material other than that similar to the main building erected on the lot or other materials permitted in clause (d) hereof or pre-coloured iron.

REGISTERED



13.4.1994

J Ricci

[Signature]
W. L. Lunn

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 5 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA 93-58
dated the 9th day of March
1994 in respect of Lots 35 and
36 in D.P. 285134.

PART 2 (CONTINUED)

- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any lot and no ultralight aircraft shall be flown from any lot.
- (t) That no fence shall be erected on the boundary of any lot burdened to divide it from any lot benefited without the prior consent in writing of Bourke Securities Pty. Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty. Limited, its successors or assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.
- (u) That no fence shall be erected on the boundary of any lot hereby sold unless such fence is less than 1.5 metres in height and is of stock proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.

Name of Authority Empowered to Release,
Vary or Modify the Terms of the
Restrictions on the use of Land
Firstly Referred to in
Abovementioned Plan.

THE COUNCIL OF THE
CITY OF DUBBO and no
person's consent
shall be required.



A large, stylized handwritten signature in dark ink, appearing to read 'Mick Dave'.

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 6 of 6 Sheets

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA 93-58
dated the 9th day of March
1994 in respect of Lots 35 and
36 in D.P. 285134.

PART 2 (CONTINUED)

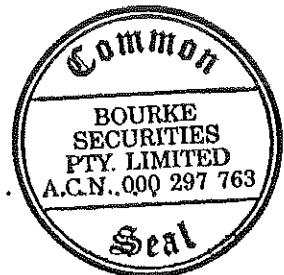
Name of Persons Empowered to Release,
Vary of Modify the Terms of the
Restrictions on the use of Land
Secondly Referred to in
Abovementioned Plan.

BOURKE SECURITIES PTY.
LIMITED whilst ever it is
the registered proprietor
of any of the lots
referred to in the said
Plan and thereafter the
Neighbourhood Association
and no person's consent
shall be required.

THE COMMON SEAL of BOURKE SECURITIES)
PTY. LIMITED was hereunto affixed in)
the presence of:)

.....
Director.

.....
Secretary.



Signed by the said AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Bank at Sydney by its Attorney A.C.N. 005 357 522
DAVID GOLDBER FLEMING by its Attorney
who is personally known to me and I, the said Attorney, state that I have not received
any notice of the revocation of the Power of Attorney
registered in the Land Titles Office Sydney as No. 878
Book 4001 under which this document is executed.

[Signature]
20 MARTIN PLACE, SYDNEY REGIONAL EXECUTIVE / SENIOR MANAGER / MANAGER
BANK OFFICER SECURITIES, BUSINESS BANKING FOR THE TIME BEING OF
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

REGISTERED



13.4.1994

DOCUMENT 3

NOTE: THIS INSTRUMENT IS AFFECTED BY A NEIGHBOURHOOD
PLAN OF SUBDIVISION FOR TOTAL
NUMBER OF SHEETS SEE COVER SHEET.

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 1 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA94-026
dated 5th day of July
1994 in respect of Lots 47 and 48
in Neighbourhood Plan D.P. 285134.

PART 1

Full Name and Address of
Proprietor of the Land:

BOURKE SECURITIES PTY. LIMITED ACN
000 297 763 of "Firgrove", Dubbo.

1. Identity of Restriction
Firstly Referred to in
Abovementioned Plan:

Restrictions on the use of land
10, 20, 40 and variable width
("S").

Schedule of Lots Etc. Affected

Lots Burdened

Authority Benefited

Lots 49 - 63 inclusive

THE COUNCIL OF THE CITY OF DUBBO.

2. Identity of Restriction
Secondly Referred to in
Abovementioned Plan:

Restrictions on the use of land

Schedule of Lots Etc. Affected

Lots Burdened

Lots Benefited

Lot 49 - 63 inclusive

Every other lot except the lot
burdened.

Handwritten signature
REGISTERED



Handwritten signature
4/8/1994
Handwritten signature

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 2 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA94-026
dated 5th day of July
1994 in respect of Lots 47 and 48
in Neighbourhood Plan D.P. 285134.

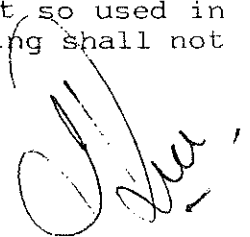
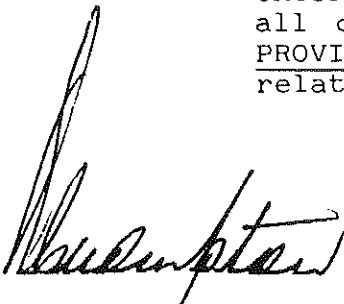
PART 2

1. Terms of Restriction on the Use of Land Firstly Referred to
in Abovementioned Plan:

No building shall be erected on any lot burdened within an area
designated "S".

2. Terms of Restriction on the Use of Land Secondly Referred to
in Abovementioned Plan:

- (a) That not more than one main building shall be erected or
permitted to remain on any lot and that such main building
shall not be erected otherwise than with new materials and
shall not have an overall minimum aggregate external floor
area of less than 150 square metres.
- (b) That no main building erected or permitted to remain on any
lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted
to remain on any lot hereby transferred except until after
or concurrently with the erection of the main building
thereon.
- (d) That no main building shall be erected on any lot with
external walls other than brick, brick veneer, stone,
concrete, glass, timber, asbestos cement or any combination
thereof and no main building shall be constructed wholly or
substantially from fibrolite or otherwise from prefabricated
materials. Asbestos cement shall not be used in such
external walls except as infill panels in conjunction with
all or any of the above materials hereinbefore specified
PROVIDED THAT the proportions of asbestos cement so used in
relation to the external wall area of any building shall not



SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 3 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA94-026
dated 5th day of July
1994 in respect of Lots 47 and 48
in Neighbourhood Plan D.P. 285134.

PART 2 (CONTINUED)

- exceed ten per cent thereof. No main building shall be a transportable home.
- (e) That no roof of any structure erected on any lot shall be constructed of untreated corrugated tin or galvanised iron.
 - (f) That no caravan or tent shall be placed or permitted to remain on any lot hereby transferred.
 - (g) That the external timber walls of any main buildings or structures erected on any lot hereby transferred shall not remain unpainted for a period longer than two (2) months after the date of completion hereof PROVIDED THAT this restriction shall not apply to timber which has been treated by oil.
 - (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building Class A.
 - (i) That no sanitary convenience erected or permitted to remain on any lot shall be detached or separated from any main or other building erected thereon.
 - (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any lot except such as may relate solely to the selling of such lot and such permitted sign shall not exceed 1 metre x 1 metre in size.
 - (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any lot and the registered proprietor of any lot shall be entitled to maintain no more than two (2) dogs.

REGISTERED



4/8/1994

[Signature]

[Signature]

[Signature]

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 4 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA94-026
dated 5th day of July
1994 in respect of Lots 47 and 48 in
Neighbourhood Plan D.P. 285134.

PART 2 (CONTINUED)

- (l) That no dairy, brickyard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisesome or offensive occupation, trade or business shall be carried on on any lot.
- (m) That no registered proprietor shall maintain or keep any animals on any lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of The Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (o) That no plant, machinery or vehicles having a tare weight in excess of 5 tonnes shall be kept or stored on any lot.
- (p) That no truckyards, earthmoving businesses or welding shops or operations of a similar nature shall be carried on on any lot.
- (q) That no registered proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses.
- (r) That no cladding of any outbuildings on any lot shall be of any material other than that similar to the main building erected on the lot or other materials permitted in Clause (d) hereof or pre-coloured iron.

REGISTERED



4/8/1994

Handwritten signature: W. Hampton

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SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 5 of 6 Sheets.

D.P. 285134

DP 285134

Subdivision covered by Council
Clerk's Certificate No. SA94-026
dated 5th day of July
1994 in respect of Lots 47 and 48 in
Neighbourhood Plan D.P. 285134.

PART 2 (CONTINUED)

- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any lot and no ultralight aircraft shall be flown from any lot.
- (t) That no fence shall be erected on the boundary of any lot burdened to divide it from any lot benefited without the prior consent in writing of Bourke Securities Pty. Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty. Limited, its successors or assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.
- (u) That no fence shall be erected on the boundary of any lot hereby sold unless such fence is less than 1.5 metres in height and is of stock proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.

Name of Authority Empowered to
Release, Vary or Modify the
Terms of the Restrictions
on the use of Land Firstly
Referred to in Abovementioned
Plan.

THE COUNCIL OF THE CITY
OF DUBBO and no person's
consent shall be required.

REGISTERED



4/8/1994

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[Handwritten signature]

[Handwritten signature]

SECTION 88B INSTRUMENT

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

Lengths are in metres.

Sheet 6 of 6 Sheets.

D.P. 285134

DP 285134

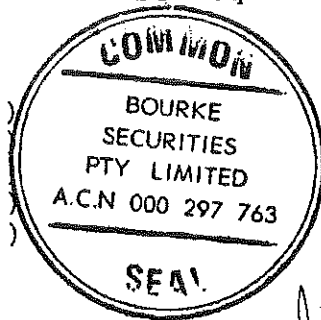
Subdivision covered by Council
Clerk's Certificate No. SA94-026
dated 5th day of July
1994 in respect of Lots 47 and 48 in
Neighbourhood Plan D.P. 285134.

PART 2 (CONTINUED)

Name of Persons Empowered to
Release, Vary or Modify the
Terms of the Restrictions on
the use of Land Secondly
Referred to in Abovementioned
Plan.

BOURKE SECURITIES PTY.
LIMITED whilst ever it is the
registered proprietor of any
of the lots referred to in
the said Plan and thereafter
the Neighbourhood Association
and no person's consent shall
be required.

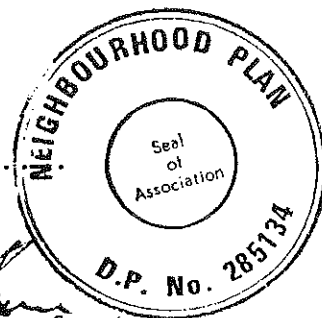
THE COMMON SEAL of BOURKE
SECURITIES PTY. LIMITED
was hereunto affixed in
the presence of:



.....
Director.

.....
Secretary.

*The Common Seal of Neighbourhood Association
D.P. 285134 was hereunto affixed in the presence of:-*



Signed ¹⁵⁷⁹⁴ by the said AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Bank at Sydney by its Attorney A.C.N. 005 357 522
RAYMOND JOHN CROMPTON by its Attorney
and I, the said Attorney, state that I have not received
any notice of the revocation of the Power of Attorney
who is personally known to me registered in the Land Titles Office Sydney as No. 878
Book 4001 under which this document is executed.

Martin Place
MARTIN PLACE, SYDNEY
BANK OFFICER

W. P. Crompton
REGIONAL EXECUTIVE / SENIOR MANAGER / MANAGER
SECURITIES, BUSINESS BANKING FOR THE TIME BEING OF
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED.

REGISTERED



4/8/1994

DP 285134

SECTION 88B INSTRUMENT

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

Lengths are in metres:

Sheet 1 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. SA95-35 dated 22nd
day of December 1995 in respect of
Lots 64 and 65 in Neighbourhood Plan D.P.
285134.

PART 1

Full Name and Address of Proprietor
of the Land:

BOURKE SECURITIES PTY. LIMITED
ACN 000 297 763 of "Firgrove", Dubbo.

1. Identity of Restriction Firstly
Referred to in Abovementioned Plan:

Restrictions on the use of land 10, 20, 40
and 90 wide ("N").

Schedule of Lots etc. Affected

Lots Burdened

Authority Benefited

Lots 66 to 81 inclusive

The Council of the City of Dubbo.

2. Identity of Restriction Secondly
Referred to in Abovementioned Plan:

Restrictions on the use of land.

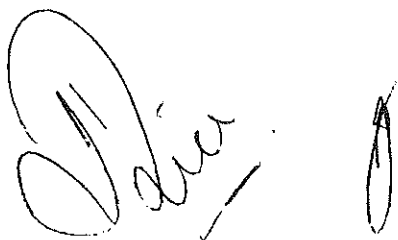
Schedule of Lots etc. Affected

Lots Burdened

Lots Benefited

Lots 66 to 81 inclusive

Every other lot except for lots burdened,
~~and~~ Lot 1 in D.P. 285134.





DP 285134

SECTION 88B INSTRUMENT

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

Lengths are in metres:

Sheet 2 of 7 Sheets

Plan: D.P. 285134.

Subdivision covered by Council Clerk's
Certificate No. SA95-35 dated 22nd
day of December 1995 in respect of
Lots 64 and 65 in Neighbourhood Plan D.P.
285134.

PART 2

1. Terms of Restriction on the Use of Land Firstly Referred to in Abovementioned Plan:

No building shall be erected on any lot burdened within an area designated "N".

2. Terms of Restriction on the Use of Land Secondly Referred to in Abovementioned Plan:

- (a) That not more than one main building shall be erected or permitted to remain on any lot and that such main building shall not be erected otherwise than with new materials and shall not have an overall minimum aggregate external floor area of less than 150 square metres.
- (b) That no main building erected or permitted to remain on any lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any lot hereby transferred except until after or concurrently with the erection of the main building thereon.
- (d) That no main building shall be erected on any lot with external walls other than brick, brick veneer, stone, concrete, glass, timber, asbestos cement or any combination thereof and no main building shall be constructed wholly or substantially from fibrolite



REGISTERED



19/1/1996

DP 285134

SECTION 88B INSTRUMENT

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

Lengths are in metres:

Sheet 3 of 7 Sheets

Plan: D.P. 285134.

Subdivision covered by Council Clerk's
Certificate No. SA95-35 dated 22nd
day of December 1995 in respect of
Lots 64 and 65 in Neighbourhood Plan D.P.
285134.

PART 2 (CONTINUED)

or otherwise from prefabricated materials. Asbestos cement shall not be used in such external walls except as infill panels in conjunction with all or any of the above materials hereinbefore specified PROVIDED THAT the proportions of asbestos cement so used in relation to the external wall area of any building shall not exceed ten per cent thereof. No main building shall be a transportable home.

- (e) That no roof of any structure erected on any lot shall be constructed of untreated corrugated tin or galvanised iron.
- (f) That no caravan or tent shall be placed or permitted to remain on any lot hereby transferred.
- (g) That the external timber walls of any main buildings or structures erected on any lot hereby transferred shall not remain unpainted for a period longer than two (2) months after the date of completion hereof PROVIDED THAT this restriction shall not apply to timber which has been treated by oil.
- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building Class A.
- (i) That no sanitary convenience erected or permitted to remain on any lot shall be detached or separated from any main or other building erected thereon.



REGISTERED



19/1/1996

DP 285134

SECTION 88 INSTRUMENT

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

Lengths are in metres:

Sheet 4 of 7 Sheets.

Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. SA95-35 dated 22nd
day of December 1995 in respect of
Lots 64 and 65 in Neighbourhood Plan D.P.
285134.

PART 2 (CONTINUED)

- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any lot except such as may relate solely to the selling of such lot and such permitted sign shall not exceed 1 metre x 1 metre in size.
- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any lot and the registered proprietor of any lot shall be entitled to maintain no more than two (2) dogs.
- (l) That no dairy, brickyard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisome or offensive occupation, trade or business shall be carried on on any lot.
- (m) That no registered proprietor shall maintain or keep any animals on any lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of The Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.



DP 285134

SECTION 88B INSTRUMENT

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

Lengths are in metres:

Sheet 5 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. SA95-35 dated 22nd
day of December 1995 in respect of
Lots 64 and 65 in Neighbourhood Plan D.P.
285134.

PART 2 (CONTINUED)

- (o) That no plant, machinery or vehicles having a tare weight in excess of 5 tonnes shall be kept or stored on any lot.
- (p) That no truckyards, earthmoving businesses or welding shops or operations of a similar nature shall be carried on on any lot.
- (q) That no registered proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses.
- (r) That no cladding of any outbuildings on anylot shall be of any material other than that similar to the main building erected on the lot or other materials permitted in Clause (d) hereof or pre-coloured iron.
- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any lot and no ultralight aircraft shall be flown from any lot.
- (t) That no fence shall be erected on the boundary of any lot burdened to divide it from any lot benefited without the prior consent in writing of Bourke Securities Pty. Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty. Limited, its successors or assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed or materials other than pre-coloured iron or paling. Consent shall be deemed to have



DP 285134

SECTION 88B INSTRUMENT

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

Lengths are in metres:

Sheet 6 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. SA95-35 dated 22nd
day of December 1995 in respect of
Lots 64 and 65 in Neighbourhood Plan D.P.
285134.

PART 2 (CONTINUED)

been given in respect of any fence for the time being erected which is constructed
of the foregoing materials.

- (u) That no fence shall be erected on the boundary of any lot hereby sold unless such
fence is less than 1.5 metres in height and is of stock proof construction on the side
and rear boundaries and of materials other than pre-coloured iron or paling.

Name of Authority Empowered to
Release, Vary or Modify the
Terms of the Restrictions
on the use of Land Firstly
Referred to in Abovementioned
Plan:

THE COUNCIL OF THE CITY
OF DUBBO and no person's
consent shall be required.



REGISTERED  19/1/1996

DP 285134

SECTION 88B INSTRUMENT

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

Lengths are in metres:

Sheet 7 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. SA95-35 dated 22nd
day of December 1995 in respect of
Lots 64 and 65 in Neighbourhood Plan
D.P. 285134.

PART 2 (CONTINUED)

Name of Persons Empowered to
Release, Vary or Modify the
Terms of the Restrictions on
the use of Land Secondly
Referred to in Abovementioned
Plan:

BOURKE SECURITIES PTY.
LIMITED ACN 000 297 763
whilst ever it is the registered
proprietor of any of the lots referred
to in the said Plan and thereafter
the Neighbourhood Association and no
person's consent shall be required.

THE COMMON SEAL of BOURKE)
SECURITIES PTY. LIMITED was)
hereunto affixed in the presence of:)



Director

Secretary

Signed Sealed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION
ARBN 007 457 141

AMEETA JHALA

by its
its duly constituted
Attorney who is
personally known to me

MARIA PETRIDES

BANK OFFICER
of 66 PITT STREET, SYDNEY

WESTPAC BANKING CORPORATION
ARBN 007 457 141

by its Attorney

who hereby states that at the time of executing this Instrument no notice
of revocation has been received of the Power of Attorney registered in
the office of the Registrar General No. 831 Book 4059 under
the authority of which this Instrument has been executed.

Ameeta Jhala

Office N.S.W. Loan Centre
★ Manager
★ Team Leader
★ Supervisor

* Delete as applicable

REGISTERED



19/1/1996

SECTION 88B INSTRUMENT

DOCUMENT 5

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

Length are in metres:

Sheet 1 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 96-34*
dated *2nd April* 1997
in respect of Lots 82 and 83 in
Neighbourhood plan D.P. 285134

PART 1

Full name and Address
of Proprietor of the Land:

Bourke Securities Pty Limited
A.C.N. 000 297 763
Firgrove MS7
DUBBO NSW 2830.

1. Identity of restriction firstly referred
to in above mentioned plan:

Restrictions on the use of land

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots Benefited

Lots 84 - 100 inclusive

Every other Lot except for Lots burdened and
Lot 1 in D.P. 285134

2. Identity of restriction secondly referred
to in above mentioned plan

Restrictions on the use of land 10, 20, 40 and
90 wide (N)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots or Authority Benefited

Lots 84 - 100 inclusive

The Council of the City of Dubbo

REGISTERED



DU 14.4.1997

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 2 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA96-34*
dated *2nd April* 1997
in respect of Lots 82 and 83 in
Neighbourhood plan D.P. 285134

3. Identity of easement thirdly referred
to in above mentioned plan

Easement to drain water 10 wide (W)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Authority Benefited

Lot 95

The Council of the City of Dubbo

PART 2

1. TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) That not more than one main building shall be erected or permitted to remain on any Lot and that such main building shall not be erected otherwise than with new materials and shall not have an overall minimum aggregate external floor area of less than 150m².
- (b) That no main building erected or permitted to remain on any Lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any Lot hereby transferred except until after or concurrently with the erection of the main building thereon.
- (d) That no main building shall be erected on any Lot with external walls other than brick, brick veneer, stone, concrete, glass or timber asbestos cement or any

x



A large, stylized handwritten signature in black ink, appearing to read "D. Blair".

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 3 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 96-34*
dated *2nd April* 1997
in respect of Lots 82 and 83 in
Neighbourhood plan D.P. 285134

PART 2 CONTINUED

combination thereof and no building shall be constructed wholly or substantially from prefabricated materials. Asbestos cement shall not be used in such external walls except as infill panels in conjunctions with all or any of the above materials hereinbefore specified PROVIDED THAT the proportions of asbestos cement so used in relation to the external wall area of any building shall not exceed ten per cent (10%) thereof. No main building shall be a transportable home.

- (e) That no roof of any structure erected on any Lot shall be constructed of untreated corrugated tin or galvanised iron.
- (f) That no caravan or tent shall be placed or be permitted to remain on any Lot hereby transferred.
- (g) That no external timber walls of any main building or structure erected on any Lot hereby transferred shall remain unpainted for a period longer than two (2) months after the date of completion hereof PROVIDED THAT this restriction shall not apply to timber that has been treated by oil.
- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building class A.
- (i) That no sanitary convenience erected or permitted to remain on the Lot shall be detached or separated from any main or other building erected thereon.
- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any Lot excepting such as may relate solely to the selling of such Lot and such permitted sign shall not exceed one metre by one metre in size.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 4 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. SA 96-34
dated 2nd April 1997
in respect of Lots 82 and 83 in
Neighbourhood plan D.P. 285134

PART 2 CONTINUED

- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any Lot and the registered Proprietor of any Lot shall be entitled to maintain no more than two (2) dogs.
- (l) That no dairy, brick yard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisesome or offensive occupation, trade or business shall be carried out on any Lot.
- (m) That no registered Proprietor shall maintain or keep any animals on any Lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of the Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (o) That no plant, machinery or vehicles having a tare weight in excess of five (5) tonnes shall be kept or stored on any Lot.
- (p) That no truck yards, earth moving business or welding shops or operations of a similar nature shall be carried out on any lot.
- (q) That no registered Proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses on any Lot.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 5 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 96-34*
dated *2nd April* 1997
in respect of Lots 82 and 83 in
Neighbourhood plan D.P. 285134

PART 2 CONTINUED

- (r) That no cladding of any outbuildings on any Lot shall be of any material other than that similar to the main building erected on the Lot or other materials permitted in Clause (d) hereof or pre-coloured iron.
- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any Lot or the neighbourhood property and ultra light aircraft shall be flown from any Lot or the neighbourhood property.
- (t) That no fence shall be erected on the boundary of any Lot burdened to divide it from any Lot benefited without the prior consent in writing of Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.
- (u) That no fence shall be erected on the boundary of any Lot hereby sold unless such fence is less than 1.5 metres in height and is of stock-proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.
- (v) In respect of Lots 84 - 87 inclusive where Council can not give an assurance that minimum water pressure can be provided and maintained above the minimum water pressure zone that no owner of any such Lot shall install pressure pumps to boost the available water pressure unless such pumps draw water solely out of a balance tank on the subject Lot and not directly from a Council water main.



[Handwritten signature]

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 6 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 96-34*
dated *2nd April* 1997
in respect of Lots 82 and 83 in
Neighbourhood plan D.P. 285134

2. TERMS OF RESTRICTION SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

That no building shall be erected on any Lot burdened within an area designated "N"

Name of persons Empowered to Release
Vary or Modify the Terms of Restriction on
the use of land firstly referred to in above
mentioned Plan as to restrictions a - u

Bourke Securities Pty Limited A.C.N. 000 297
763 whilst ever it is the registered Proprietor
of any Lots referred to in the said plan and
thereafter the Neighbourhood Association
and no person's consent shall be required.

Name of persons Empowered to Release
Vary or Modify the Terms of Restriction on
the use of land firstly referred to in above
mentioned Plan as to restrictions v

The Council of the City of Dubbo and no
person's consent shall be required.

Names of persons Empowered to Release
Vary or Modify the Restrictions on the use of
the land secondly referred to in
abovementioned Plan and the Easement
thirdly referred to in abovementioned Plan

The Council of the City of Dubbo and no
person's consent shall be required.

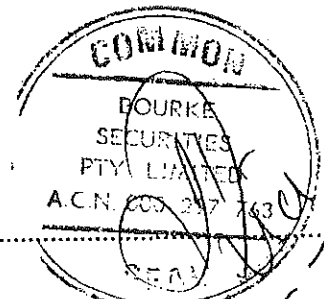
The Common Seal of **BOURKE SECURITIES**

PTY LIMITED was hereunto affixed pursuant

to a resolution of the Board in the presence of

.....
Director

.....
Secretary



REGISTERED



14.4.1997

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet ⁷ 6 of 7 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 96-34*
dated *2nd April* 1997
in respect of Lots 82 and 83 in
Neighbourhood plan D.P. 285134

Book 4059
WESTPAC BANKING CORPORATION
ARBN 007 457 141 by its
Attorney Anthony Di Mauro under
Power of Attorney No 831
Book 4059

[Signature]
SUPERVISOR, NSW Loans Centre
4 April 1997
WITNESS *[Signature]*
WADE HICKSON
BANK OFFICER
TERREY HILLS

REGISTERED



SA 14.4.1997

DP 285134

DOCUMENT 6

SECTION 88B INSTRUMENT

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

Length are in metres:

⁷
Sheet 1 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. 5A 97-26
dated 14. 1. 1997
in respect of Lots 101 and 102 in
Neighbourhood plan D.P. 285134

PART 1

Full name and Address
of Proprietor of the Land:

Bourke Securities Pty Limited
A.C.N. 000 297 763
Firgrove MS7
DUBBO NSW 2830.

1. Identity of restrictions firstly referred
to in abovementioned plan:

Restrictions on the use of land
10, 20, 40 and 90 wide (N)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lot or Authority Benefited

Lots 103 to 115 inclusive

The Council of the City of Dubbo

2. Identity of easement secondly referred
to in abovementioned plan

Easement to drain water 10, 15 and 20 wide
and variable (W)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots or Authority Benefited

Lot 105, 110 and 112

The Council of the City of Dubbo



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 2 of ⁷~~6~~ Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. SA 97-26
dated 14.1.1997
in respect of Lots 101 and 102 in
Neighbourhood plan D.P. 285134

PART 1 CONTINUED

3. Identity of restrictions thirdly referred
to in abovementioned plan

Restrictions on the use of land

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots or Authority Benefited

Lot 103 - 115 inclusive

Every other Lot in D.P. 285134 except Lot 1

4. Identity of easement fourthly referred
to in abovementioned plan

Right of Carriageway 10 wide (x)

SCHEDULE OF LOST ECT AFFECTED

Lots Burdened

Authority Benefited

Lot 110

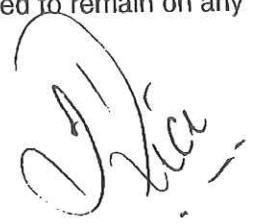
The Council of the City of Dubbo

1. TERMS OF RESTRICTION FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

That no building capable of being used for residential purposes shall be erected on any Lot burdened with an area designated N.

2. TERMS OF RESTRICTIONS THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) That not more than one main building shall be erected or permitted to remain on any



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 3 of ⁷~~8~~ Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. SA 97-26
dated 14. 1. 1997
in respect of Lots 101 and 102 in
Neighbourhood plan D.P. 285134

PART 2 CONTINUED

Lot and that such main building shall not be erected otherwise than with new materials and shall not have an overall minimum aggregate external floor area of less than 150m²

- (b) That no main building erected or permitted to remain on any Lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any Lot

hereby transferred except until after or concurrently with the erection of the main building thereon.

- (d) That no building shall be constructed wholly or substantially from prefabricated materials and asbestos cement shall not be used in external walls except as infill panels so that the proportion of asbestos cement if so used in relation to the external wall area of any building shall not exceed ten per cent (10%) thereof. No main building shall be a transportable home.
- (e) That no roof of any structure erected on any Lot shall be constructed of untreated corrugated tin or galvanised iron.
- (f) That no caravan or tent shall be placed or be permitted to remain on any Lot hereby transferred.
- (g) That no external timber walls of any main building or structure erected on any Lot hereby transferred shall remain unpainted for a period longer than two (2) months after the date of completion hereof PROVIDED THAT this restriction shall not apply to timber that has been treated by oil.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 4 of ⁷8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. SA 97-26
dated 14. 1. 1997
in respect of Lots 101 and 102 in
Neighbourhood plan D.P. 285134

PART 2 CONTINUED

- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building class A.
- (i) That no sanitary convenience erected or permitted to remain on the Lot shall be detached or separated from any main or other building erected thereon.
- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any Lot excepting such as may relate solely to the selling of such Lot and such permitted sign shall not exceed one metre by one metre in size.
- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any Lot and the registered Proprietor of any Lot shall be entitled to maintain no more than two (2) dogs.
- (l) That no dairy, brick yard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisesome or offensive occupation, trade or business shall be carried out on any Lot.
- (m) That no registered Proprietor shall maintain or keep any animals on any Lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of the Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 5 of ⁷~~6~~ Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. 97-26
dated 14. 1. 1997
in respect of Lots 101 and 102 in
Neighbourhood plan D.P. 285134

PART 2 CONTINUED

- (o) That no plant, machinery or vehicles having a tare weight in excess of five (5) tonnes shall be kept or stored on any Lot.
- (p) That no truck yards, earth moving business or welding shops or operations of a similar nature shall be carried on any lot.
- (q) That no registered Proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses on any Lot.
- (r) That no cladding of any outbuildings on any Lot shall be of any material other than that similar to the main building erected on the Lot or other materials permitted in Clause (d) hereof or pre-coloured iron.
- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any Lot or the neighbourhood property and ultra light aircraft shall not be flown from any Lot or the neighbourhood property.
- (t) That no fence shall be erected on the boundary of any Lot burdened to divide it from any Lot benefited without the prior consent in writing of Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.
- (u) That no fence shall be erected on the boundary of any Lot hereby sold unless such fence is less than 1.5 metres in height and is of stock-proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.



SECTION 88B INSTRUMENT

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

Length are in metres:

⁷
Sheet 6 of 6 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 97-26*
dated *14. 1. 1997*
in respect of Lots 101 and 102 in
Neighbourhood plan D.P. 285134

3. TERMS OF EASEMENT FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN

Full and free right for the body in whose favour the easement is created, and every person authorised by it, to go, pass and repass at all times with or without machinery or vehicles for the purposes of emergency egress and access in the event of fire or threatened fire over the land indicated as the servient tenement.

Name of Persons Empowered to Release
Vary or Modify the Restriction and Easement
firstly, secondly and fourthly referred to in
abovementioned Plan

The Council of the City of Dubbo

Name of Person Empowered to Release Vary
or Modify the Restrictions on the use of land
thirdly referred to in abovementioned Plan

Bourke Securities Pty Limited A.C.N. 000 297
763 whilst ever it is the registered Proprietor
of any Lots referred to in the said plan and
thereafter the Neighbourhood Association
and no person's consent shall be required.

The Common Seal of **BOURKE SECURITIES**

PTY LIMITED was hereunto affixed pursuant

to a resolution of the Board in the presence of

.....
Director

.....
Secretary




Westpac Banking Corporation ARBN 007 457 141
by its Attorney
under Power of Attorney No 831 Book 4059

CRAIG BAIRD



Supervisor, NSW Service Centre
22 January 1998

Witness...  ...

ALDO NATOLI
1 King St Concord

REGISTERED



12 6-2-1998

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 1 of 6 Sheets

Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. 99/12 dated 13th day of
Jan. 1999 in respect of Lots 116 and 117 in
D.P. 285134

PART 1

Full name and Address
of Proprietor of the Land:

Bourke Securities Pty Limited
A.C.N. 000 297 763
MS7 Firgrove Estate
DUBBO NSW 2830.

1. Identity of restriction firstly referred
to in abovementioned plan:

Restrictions on the use of land 10, 20 & 40 wide
(N)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened
Lots 119-130 inclusive

Lot or Authority Benefited
The Council of the City of Dubbo

2. Identity of restriction secondly referred
to in abovementioned plan

Restrictions on the use of land

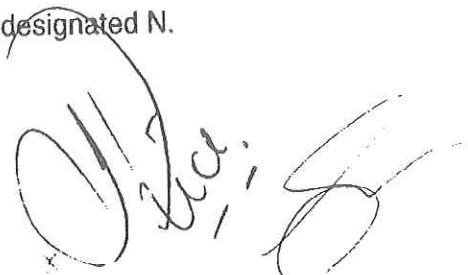
SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened
Lots 119-130

Lots or Authority Benefited
Every other Lot except Lot 1 in D.P.285134

1. TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN

That no building shall be erected on any Lot burdened within an area designated N.

A large, stylized handwritten signature in black ink, appearing to be 'D. J. S.', is located in the bottom right corner of the page.

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 2 of 6 Sheets

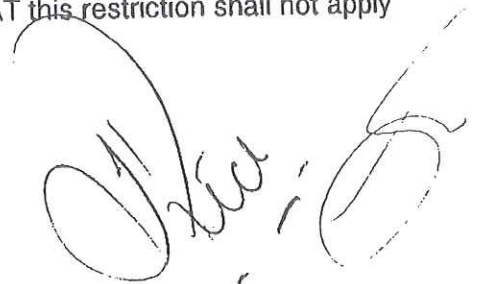
Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. 99/12 dated 13th day of
Jan. 1999 in respect of Lots 116 and 117 in
D.P. 285134

PART 2

2. TERMS OF RESTRICTIONS ON THE USE OF LAND SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN

- (a) That not more than one main building shall be erected or permitted to remain on any Lot and that such main building shall not be erected otherwise than with new materials and shall not have an overall minimum aggregate external floor area of less than 150m²
- (b) That no main building erected or permitted to remain on any Lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any Lot hereby transferred except until after or concurrently with the erection of the main building thereon.
- (d) That no building shall be constructed wholly or substantially from prefabricated materials and asbestos cement shall not be used in external walls except as infill panels so that the proportion of asbestos cement if so used in relation to the external wall area of any building shall not exceed ten per cent (10%) thereof. No main building shall be a transportable home.
- (e) That no roof of any structure erected on any Lot shall be constructed of untreated corrugated tin or galvanised iron.
- (f) That no caravan or tent shall be placed or be permitted to remain on any Lot hereby transferred.
- (g) That no external timber walls of any main building or structure erected on any Lot hereby transferred shall remain unpainted for a period longer than two (2) months after the date of completion hereof PROVIDED THAT this restriction shall not apply to timber that has been treated by oil.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 3 of 6 Sheets

Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. 99/12 dated 13th day of
Jan 1999 in respect of Lots 116 and 117 in
D.P. 285134

PART 2

- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building class A.
- (i) That no sanitary convenience erected or permitted to remain on the Lot shall be detached or separated from any main or other building erected thereon.
- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any Lot excepting such as may relate solely to the selling of such Lot and such permitted sign shall not exceed one metre by one metre in size.
- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any Lot and the registered Proprietor of any Lot shall be entitled to maintain no more than two (2) dogs.
- (l) That no dairy, brick yard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisesome or offensive occupation, trade or business shall be carried out on any Lot.
- (m) That no registered Proprietor shall maintain or keep any animals on any Lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of the Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.

A handwritten signature in black ink, appearing to be 'D. Hutchins', is located in the bottom right corner of the page.

SECTION 88B INSTRUMENT

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

Length are in metres:

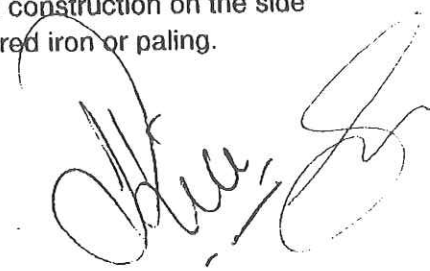
Sheet 4 of 6 Sheets

Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. 99/12 dated 13th day of
Jan 1999 in respect of Lots 116 and 117 in
D.P. 285134

PART 2

- (o) That no plant, machinery or vehicles having a tare weight in excess of five (5) tonnes shall be kept or stored on any Lot.
- (p) That no truck yards, earth moving business or welding shops or operations of a similar nature shall be carried on any lot.
- (q) That no registered Proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses on any Lot.
- (r) That no cladding of any outbuildings on any Lot shall be of any material other than that similar to the main building erected on the Lot or other materials permitted in Clause (d) hereof or pre-coloured iron.
- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any Lot or the neighbourhood property and ultra light aircraft shall not be flown from any Lot or the neighbourhood property.
- (t) That no fence shall be erected on the boundary of any Lot burdened to divide it from any Lot benefited without the prior consent in writing of Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.
- (u) That no fence shall be erected on the boundary of any Lot hereby sold unless such fence is less than 1.5 metres in height and is of stock-proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 5 of 6 Sheets

Plan. D.F. 285134

Subdivision covered by Council Clerk's
Certificate No. 97/12 dated 13th day of
Jan 1999 in respect of Lots 116 and 117 in
D.P. 285134

PART 2

**2. TERMS OF RESTRICTIONS ON THE USE OF LAND THIRDLY REFERRED TO IN
ABOVEMENTIONED PLAN**

Full and free right for the body in whose favour the easement is created, and every person authorised by it, to go, pass and repass at all times with or without machinery or vehicles for the purposes of emergency egress and access in the event of fire or threatened fire over the land indicated as the servient tenement.

Name of Persons Empowered to Release
Vary or Modify the Restriction firstly referred
to in abovementioned Plan

The Council of the City of Dubbo

Name of Person Empowered to Release Vary
or Modify the Restrictions on the use of land
secondly referred to in abovementioned Plan

Bourke Securities Pty Limited A.C.N. 000 297
763 whilst ever it is the registered Proprietor
of any Lots referred to in the said plan and
thereafter the Neighbourhood Association
and no person's consent shall be required.

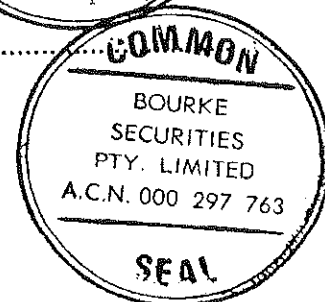
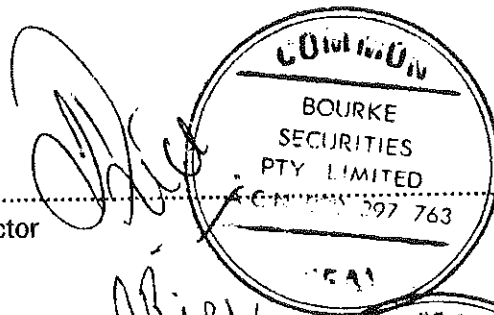
The Common Seal of **BOURKE SECURITIES**

PTY LIMITED was hereunto affixed pursuant

to a resolution of the Board in the presence of

.....
Director

.....
Secretary



A handwritten signature, possibly of the Secretary, located at the bottom of the page.

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 6 of 6 Sheets

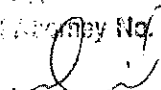
Plan: D.P. 285134

Subdivision covered by Council Clerk's
Certificate No. 49/12 dated 13th day of
Jan. 1999 in respect of Lots 116 and 117 in
D.P. 285134

X Westpac

SIGNED for and on behalf of
Estatecon Building Corporation

of the Power of Attorney No. 831 Book 4059

 Book 4059




JENINE BAIRD

A Supervisor

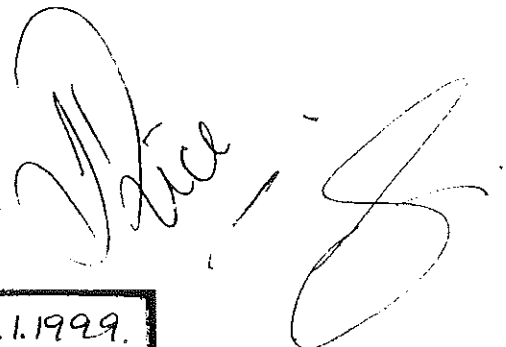
JENINE BAIRD

Being constituted Attorney who is personally
known to me.




ROHINI BALAKRISHNAN

1 King Street
Concord West.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 1 of 8 Sheets

DP285134

Subdivision covered by Council
Clerk's Certificate No. *SA 99/14*
dated *8th June* 1999
in respect of Lots 131 and 132 in
Neighbourhood plan D.P. 285134

PART 1

Full name and Address
of Proprietor of the Land:

Bourke Securities Pty Limited
A.C.N. 000 297 763
"Firgrove" MS-7
DUBBO NSW 2830.

1. Identity of restriction firstly referred
to in abovementioned plan:

Restrictions on the use of land 10, 20
and 40 wide (N)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Authority Benefited

Lots 133-148 inclusive

The Council of the City of Dubbo

PART 1

2. Identity of easement secondly referred
to in abovementioned plan

Easement to drain water variable width
(W)

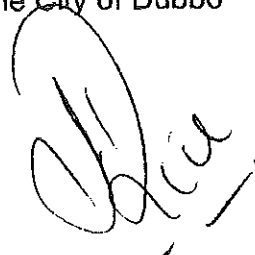
SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Authority Benefited

Lots 138, 141 and 142

The Council of the City of Dubbo



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 2 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 99/14*
dated *8th June* 1999
in respect of Lots 131 and 132 in
Neighbourhood plan D.P. 285134

PART 1 - CONTINUED

3. Identity of restrictions thirdly referred
to in abovementioned plan

Restrictions on the use of land

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots 133-148 inclusive

Lots or Authority Benefited

As regards restrictions (a) to (u) inclusive every other Lot except the Lot burdened and Lot 1 in DP285134 and as regards restriction (v) The Council of the City of Dubbo.

PART 2

1. TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

That no building capable of being used for residential purposes shall be erected on any Lot burdened within an area designated N.

A handwritten signature in black ink, appearing to be 'D. H. H.', is located at the bottom right of the page.

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 3 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 99/14*
dated *8th June* 1999
in respect of Lots 131 and 132 in
Neighbourhood plan D.P. 285134

2. TERMS OF RESTRICTIONS ON THE USE OF LAND THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (a) That not more than one main building shall be erected or permitted to remain on any Lot and that such main building shall not be erected otherwise than with new materials and shall not have an overall minimum aggregate external floor area of less than 150m²
- (b) That no main building erected or permitted to remain on any Lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any Lot hereby transferred except until after or concurrently with the erection of the main building thereon.
- (d) That no building shall be constructed wholly or substantially from prefabricated materials and asbestos cement shall not be used in external walls except as infill panels so that the proportion of asbestos cement if so used in relation to the external wall area of any building shall not exceed ten per cent (10%) thereof. No main building shall be a transportable home.
- (e) That no roof of any structure erected on any Lot shall be constructed of untreated corrugated tin or galvanised iron.
- (f) That no caravan or tent shall be placed or be permitted to remain on any Lot hereby transferred.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 4 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 99/14*
dated *8th June* 1999
in respect of Lots 131 and 132 in
Neighbourhood plan D.P. 285134

PART 2 - CONTINUED

- (g) That no external timber walls of any main building or structure erected on any Lot hereby transferred shall remain unpainted for a period longer than two (2) months after the date of completion hereof PROVIDED THAT this restriction shall not apply to timber that has been treated by oil.
- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building class A.
- (i) That no sanitary convenience erected or permitted to remain on the Lot shall be detached or separated from any main or other building erected thereon.
- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any Lot excepting such as may relate solely to the selling of such Lot and such permitted sign shall not exceed one metre by one metre in size.
- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any Lot and the registered Proprietor of any Lot shall be entitled to maintain no more than two (2) dogs.
- (l) That no dairy, brick yard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisesome or offensive occupation, trade or business shall be carried out on any Lot.



SECTION 88B INSTRUMENT

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

Length are in metres:

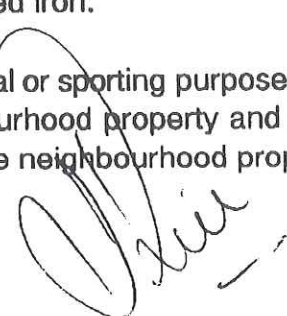
Sheet 5 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *5A 99/14*
dated *8th June* 1999
in respect of Lots 131 and 132 in
Neighbourhood plan D.P. 285134

PART 2 - CONTINUED

- (m) That no registered Proprietor shall maintain or keep any animals on any Lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of the Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (o) That no plant, machinery or vehicles having a tare weight in excess of five (5) tonnes shall be kept or stored on any Lot.
- (p) That no truck yards, earth moving business or welding shops or operations of a similar nature shall be carried out on any lot.
- (q) That no registered Proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses on any Lot.
- (r) That no cladding of any outbuildings on any Lot shall be of any material other than that similar to the main building erected on the Lot or other materials permitted in Clause (d) hereof or pre-coloured iron.
- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any Lot or the neighbourhood property and ultra light aircraft shall not be flown from any Lot or the neighbourhood property.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 6 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 99/14*
dated *8th June* 1999
in respect of Lots 131 and 132 in
Neighbourhood plan D.P. 285134

PART 2 - CONTINUED

- (t) That no fence shall be erected on the boundary of any Lot burdened to divide it from any Lot benefited without the prior consent in writing of Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.
- (u) That no fence shall be erected on the boundary of any Lot hereby sold unless such fence is less than 1.5 metres in height and is of stock-proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.
- (v) As to Lots 140 - 143 inclusive where Council can not give an assurance that minimum water pressure can be provided and maintained above the minimum water pressure zone that no owner of any such lot burdened shall install pressure pumps to boost the available water pressure unless such pumps draw solely out of a balance tank on the subject lot and not directly from a Council water main.

A handwritten signature in black ink, appearing to be 'D. Hill', is located at the bottom right of the page.

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 7 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 99/14*
dated *8th June* 1999
in respect of Lots 131 and 132 in
Neighbourhood plan D.P. 285134

PART 2 - CONTINUED

**NAMES OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION ON THE USE OF LAND FIRSTLY AND THE EASEMENT SECONDLY
REFERRED TO IN ABOVEMENTIONED PLAN**

The Council of the City of Dubbo and no persons consent is required.

**NAME OF THE PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION THIRDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

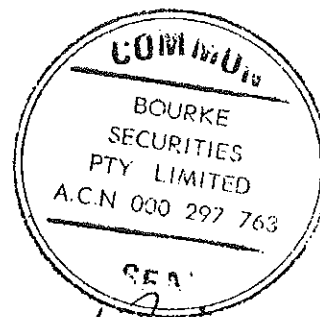
As to restrictions (a) to (u) inclusive, Bourke Securities Pty Limited A.C.N. 000 297 763 whilst ever it is the registered Proprietor of any Lots referred to in the said plan and thereafter the Neighbourhood Association and no person's consent shall be required. As to restriction (v), the Council of the City of Dubbo.

The Common Seal of **BOURKE SECURITIES**

PTY LIMITED was hereunto affixed pursuant

to a resolution of the Board in the presence of

.....
Director



.....
Secretary

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 8 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No. *SA 99/14*
dated *8th June* 1999
in respect of Lots 131 and 132 in
Neighbourhood plan D.P. 285134

Westpac Banking Corporation ARBN 007 457 141
by its Attorney under Power of Attorney No.
Book.

SIGNED for and on behalf of
Westpac Banking Corporation
ARBN 007 457 141
Under Power of Attorney No. *831* Book *4059*

JENINE BAIRD
by
Chase N.S.W. Loan Centre
★ Supervisor

Is duly constituted Attorney who is personally
known to me:

M. J. Smith
MICHAEL JOHN SMITH
1 KIDG STREET
CALCICO WEST N.S.W.

REGISTERED



& 23.6.1999

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 1 of 6 Sheets

DP285134

Subdivision covered by Council
Clerk's Certificate No.
dated 1999
in respect of Lots 149 and 150 in
Neighbourhood plan D.P. 285134

PART 1

Full name and Address
of Proprietor of the Land:

Bourke Securities Pty Limited
A.C.N. 000 297 763
"Firgrove" MS-7
DUBBO NSW 2830.

1. Identity of restriction firstly referred
to in abovementioned plan:

Restrictions on the use of land 10, 20
and variable (N)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Authority Benefited

Lots 151-163 inclusive

The Council of the City of Dubbo

2. Identity of restrictions secondly referred
to in abovementioned plan

Restrictions on the use of land

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots or Authority Benefited

Lots 151-163 inclusive

Every other Lot except the Lot burdened
and Lot 1 in DP285134



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 2 of 6 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 1999
in respect of Lots 149 and 150 in
Neighbourhood plan D.P. 285134

DP285134

PART 2

**1. TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN**

That no building capable of being used for residential purposes shall be erected on any Lot
burdened within an area designated N.

**2. TERMS OF RESTRICTIONS ON THE USE OF LAND THIRDLY REFERRED TO IN
THE ABOVEMENTIONED PLAN**

- (a) That not more than one main building shall be erected or permitted to remain
on any Lot and that such main building shall not be erected otherwise than
with new materials and shall not have an overall minimum aggregate external
floor area of less than 150m²
- (b) That no main building erected or permitted to remain on any Lot shall have
the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any
Lot hereby transferred except until after or concurrently with the erection of
the main building thereon.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 3 of 6 Sheets

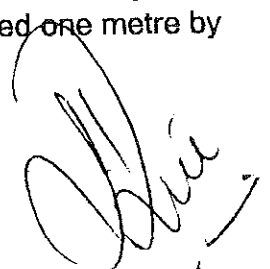
Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 1999
in respect of Lots 149 and 150 in
Neighbourhood plan D.P. 285134

DP285134

PART 2 - CONTINUED

- (d) That no building shall be constructed wholly or substantially from prefabricated materials and asbestos cement shall not be used in external walls except as infill panels so that the proportion of asbestos cement if so used in relation to the external wall area of any building shall not exceed ten per cent (10%) thereof. No main building shall be a transportable home.
- (e) That no roof of any structure erected on any Lot shall be constructed of untreated corrugated tin or galvanised iron.
- (f) That no caravan or tent shall be placed or be permitted to remain on any Lot hereby transferred.
- (g) That no external timber walls of any main building or structure erected on any Lot hereby transferred shall remain unpainted for a period longer than two (2) months after the date of completion hereof PROVIDED THAT this restriction shall not apply to timber that has been treated by oil.
- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building class A.
- (i) That no sanitary convenience erected or permitted to remain on the Lot shall be detached or separated from any main or other building erected thereon.
- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any Lot excepting such as may relate solely to the selling of such Lot and such permitted sign shall not exceed one metre by one metre in size.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 4 of 6 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 1999
in respect of Lots 149 and 150 in
Neighbourhood plan D.P. 285134

DP285134

PART 2 - CONTINUED

- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any Lot and the registered Proprietor of any Lot shall be entitled to maintain no more than two (2) dogs.
- (l) That no dairy, brick yard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisesome or offensive occupation, trade or business shall be carried out on any Lot.
- (m) That no registered Proprietor shall maintain or keep any animals on any Lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of the Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (o) That no plant, machinery or vehicles having a tare weight in excess of five (5) tonnes shall be kept or stored on any Lot.
- (p) That no truck yards, earth moving business or welding shops or operations of a similar nature shall be carried out on any lot.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 5 of 6 Sheets

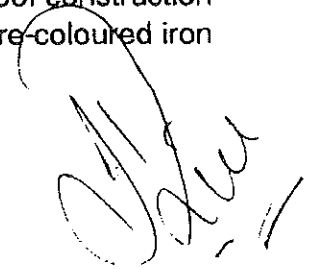
Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 1999
in respect of Lots 149 and 150 in
Neighbourhood plan D.P. 285134

DP285134

PART 2 - CONTINUED

- (q) That no registered Proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses on any Lot.
- (r) That no cladding of any outbuildings on any Lot shall be of any material other than that similar to the main building erected on the Lot or other materials permitted in Clause (d) hereof or pre-coloured iron.
- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any Lot or the neighbourhood property and ultra light aircraft shall not be flown from any Lot or the neighbourhood property.
- (t) That no fence shall be erected on the boundary of any Lot burdened to divide it from any Lot benefited without the prior consent in writing of Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.
- (u) That no fence shall be erected on the boundary of any Lot hereby sold unless such fence is less than 1.5 metres in height and is of stock-proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.



Document 9

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 6 of 6 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 1999
in respect of Lots 149 and 150 in
Neighbourhood plan D.P. 285134

DP285134

**NAMES OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN
ABOVEMENTIONED PLAN**

The Council of the City of Dubbo and no persons consent is required.

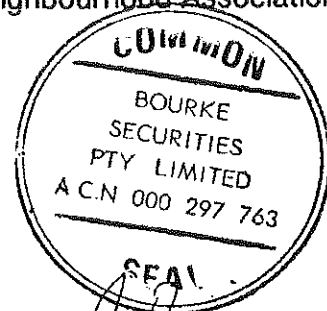
**NAME OF THE PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE
RESTRICTIONS SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN**

Bourke Securities Pty Limited A.C.N. 000 297 763 whilst ever it is the registered Proprietor
of any Lots referred to in the said plan and thereafter the Neighbourhood Association and
no person's consent shall be required.

The Common Seal of **BOURKE SECURITIES
PTY LIMITED** was hereunto affixed pursuant
to a resolution of the Board in the presence of

.....
Director

Westpac Banking Corporation ARBN 007 457 141
by its Attorney under Power of Attorney No.
Book.



.....
Secretary

SIGNED for and on behalf of
Westpac Banking Corporation
ARBN 007 457 141
Under Power of Attorney No. Book 4054
by.....
C by..... CRAIG BAIRD
Office N.S.W. Loan Centre
★ Supervisor

Its duly constituted Attorney who is personally
known to me:

.....
KRISTY PRAKASH 1 King Street
CONCORD WEST NSW

STAGE 11.88B

REGISTERED



he 5/11/1999

Document-10

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 1 of 7 Sheets

DP285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 164 and 165 in
Neighbourhood Plan D.P. 285134

PART 1

Full name and Address
of Proprietor of the Land:

Bourke Securities Pty Limited
A.C.N. 000 297 763
"Firgrove" MS-7
DUBBO NSW 2830.

1. Identity of restriction firstly referred
to in abovementioned plan:

Restrictions on the use of land 10, 15, 20,
40 and 90 wide (N)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Authority Benefited

Lots 166-182 (inclusive)

The Council of the City of Dubbo

2. Identity of restrictions secondly referred
to in abovementioned plan

Restrictions on the use of land

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots or Authority Benefited

Lots 166-182 (inclusive)

As regard to restriction (a) to (u) inclusive
every other Lot except the Lot burdened
and Lot 1 in DP285134 and as regard to
restriction (v) The Council of the City
Dubbo.



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 2 of 7 Sheets

DP285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 164 and 165 in
Neighbourhood Plan D.P. 285134

PART 1 - CONTINUED

3. Identity of easement thirdly referred
to in abovementioned plan

Easement to drain water 15 wide and
variable (W)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots or Authority Benefited

Lots 173, 179 and 180

The Council of the City Dubbo

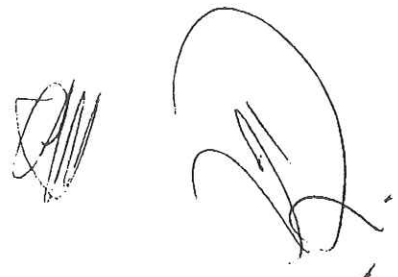
PART 2

1. TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

That no building shall be erected on any Lot burdened within an area designated N.

2. TERMS OF RESTRICTIONS ON THE USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (a) That not more than one main building shall be erected or permitted to remain on any Lot and that such main building shall not be erected otherwise than with new materials and shall not have an overall minimum aggregate external floor area of less than 150m²



SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 3 of 7 Sheets

DP285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 164 and 165 in
Neighbourhood Plan D.P. 285134

PART 2 - CONTINUED

- (b) That no main building erected or permitted to remain on any Lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any Lot hereby transferred except until after or concurrently with the erection of the main building thereon.
- (d) That no building shall be constructed wholly or substantially from prefabricated materials and asbestos cement shall not be used in external walls except as infill panels so that the proportion of asbestos cement if so used in relation to the external wall area of any building shall not exceed ten per cent (10%) thereof. No main building shall be a transportable home.
- (e) That no roof of any structure erected on any Lot shall be constructed of untreated corrugated tin or galvanised iron.
- (f) That no caravan or tent shall be placed or be permitted to remain on any Lot hereby transferred.
- (g) That no external timber walls of any main building or structure erected on any Lot hereby transferred shall remain unpainted for a period longer than two (2) months after the date of completion hereof PROVIDED THAT this restriction shall not apply to timber that has been treated by oil.
- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building class A.

SECTION 88B INSTRUMENT

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

Length are in metres:

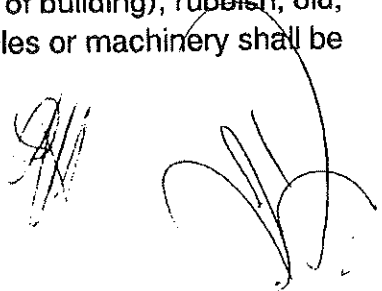
Sheet 4 of 7 Sheets

DP285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 164 and 165 in
Neighbourhood Plan D.P. 285134

PART 2 - CONTINUED

- (i) That no sanitary convenience erected or permitted to remain on the Lot shall be detached or separated from any main or other building erected thereon.
- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any Lot excepting such as may relate solely to the selling of such Lot and such permitted sign shall not exceed one metre by one metre in size.
- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any Lot and the registered Proprietor of any Lot shall be entitled to maintain no more than two (2) dogs.
- (l) That no dairy, brick yard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisesome or offensive occupation, trade or business shall be carried out on any Lot.
- (m) That no registered Proprietor shall maintain or keep any animals on any Lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of the Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.



SECTION 88B INSTRUMENT

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

Length are in metres:

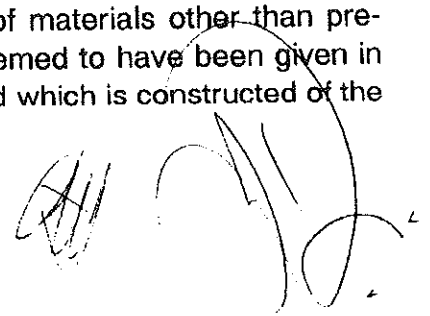
Sheet 5 of 7 Sheets

DP285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 164 and 165 in
Neighbourhood Plan D.P. 285134

PART 2 - CONTINUED

- (o) That no plant, machinery or vehicles having a tare weight in excess of five (5) tonnes shall be kept or stored on any Lot.
- (p) That no truck yards, earth moving business or welding shops or operations of a similar nature shall be carried out on any lot.
- (q) That no registered Proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses on any Lot.
- (r) That no cladding of any outbuildings on any Lot shall be of any material other than that similar to the main building erected on the Lot or other materials permitted in Clause (d) hereof or pre-coloured iron.
- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any Lot or the neighbourhood property and ultra light aircraft shall not be flown from any Lot or the neighbourhood property.
- (t) That no fence shall be erected on the boundary of any Lot burdened to divide it from any Lot benefited without the prior consent in writing of Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.

Handwritten signature and initials in the bottom right corner of the page.

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 6 of 7 Sheets

DP285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 164 and 165 in
Neighbourhood Plan D.P. 285134

PART 2 - CONTINUED

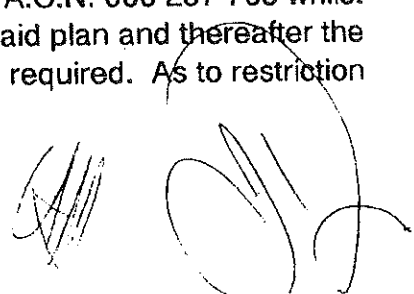
- (u) That no fence shall be erected on the boundary of any Lot hereby sold unless such fence is less than 1.5 metres in height and is of stock-proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.
- (v) As to Lots 176-180 inclusive and Lot 182 where Council can give no assurance that minimum water pressure can be provided and maintained above the minimum water pressure zone that no owner of any such Lot burdened shall install pressure pumps to boost the available water pressure unless such pumps draw solely out of a balance tank on the subject land and not directly from a Council water main.

NAMES OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON THE USE OF LAND FIRSTLY AND THE EASEMENT THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

The Council of the City of Dubbo and no person's consent is required.

NAME OF THE PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTIONS SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

As to restrictions (a)-(u) inclusive Bourke Securities Pty Limited A.C.N. 000 297 763 whilst ever it is the registered Proprietor of any Lots referred to in the said plan and thereafter the Neighbourhood Association and no person's consent shall be required. As to restriction (v) The Council of the City of Dubbo.

Two handwritten signatures in black ink, one appearing to be a stylized 'A' and the other a more complex cursive signature.

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 7 of 7 Sheets

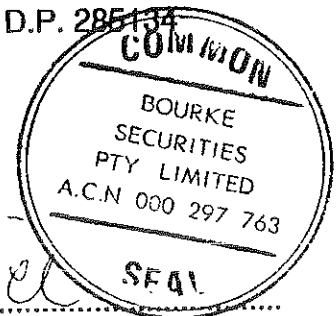
DP285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 164 and 165 in
Neighbourhood Plan D.P. 285134

The Common Seal of **BOURKE SECURITIES
PTY LIMITED** was hereunto affixed pursuant
to a resolution of the Board in the presence of

Director

Secretary



Mortgagee Under Mortgage No. 6471841
Signed at Sydney NSW 16th day of
February 2000 for National
Australia Bank Limited A.C.N. 100 000 000
by [Signature] [Stamp]
Attorney at Law
No. 540 000 000

Manager

Witness/Notary Officer

BARNETT

255 George Street, Sydney NSW

STAGE12.88B

REGISTERED



CB 2.3.2000

DOC. 11

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 1 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 176 and 182 in
Neighbourhood Plan D.P. 285134

DP285134

PART 1

Full name and Address
of Proprietor of the Land:

Bourke Securities Pty Limited
A.C.N. 000 297 763
"Firgrove" MS-7
DUBBO NSW 2830.

1. Identity of restriction firstly referred
to in abovementioned plan:

Restrictions on the use of land 10 and 20
wide and variable (N)

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened
Lots 183-203 (inclusive)

Authority Benefited
The Council of the City of Dubbo

2. Identity of restrictions secondly referred
to in abovementioned plan

Restrictions on the use of land

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened
Lots 183-203 (inclusive)

Lots or Authority Benefited
As regard to restriction (a) to (u) inclusive
every other Lot except the Lot burdened
and Lot 1 in DP285134 and as regard to
restriction (v-w) The Council of the City
Dubbo.

3. Identity of easement thirdly referred
to in abovementioned plan

Easement to drain water 10 wide and
variable (W)

DOC. 11

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 2 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 176 - 182 in
Neighbourhood Plan D.P. 285134

PART 1 - CONTINUED **SCHEDULE OF LOTS ETC AFFECTED**

Lots Burdened

Lots 189, 190 and 191

Lots or Authority Benefited

The Council of the City Dubbo

4. Identity of restrictions fourthly referred
to in abovementioned plan

Restrictions on the use of land 50 wide
and variable (M) -

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots 199 - 203

Lots or Authority Benefited

The Council of the City of Dubbo

5. Identity of easement fifthly referred
to in abovementioned plan

Easement for water supply 5 wide (X) -

SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lot 189 -

Lots or Authority Benefited

The Council of the City of Dubbo

PART 1A

1. Identity of easement to be released and
firstly referred to in abovementioned plan

Easement to drain water 15 wide and
variable

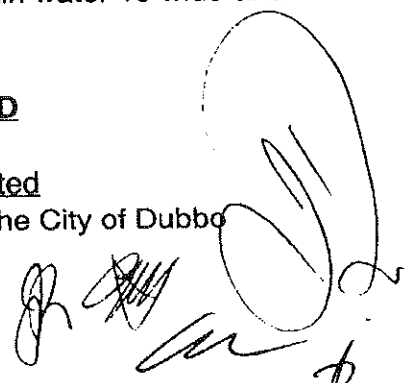
SCHEDULE OF LOTS ETC AFFECTED

Lots Burdened

Lots 179-180

Authority Benefited

The Council of the City of Dubbo



Doc. 11

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 3 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 176 and 182 in
Neighbourhood Plan D.P. 285134

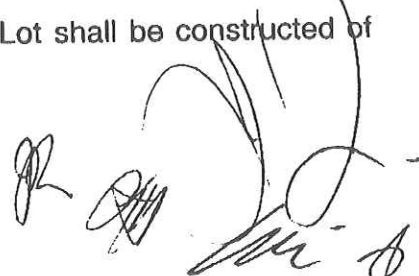
PART 2

1. TERMS OF RESTRICTION ON THE USE OF LAND FIRSTLY REFERRED TO IN ABOVEMENTIONED PLAN

That no building (including a dwelling) shall be erected on any Lot burdened within an area designated N.

2. TERMS OF RESTRICTIONS ON THE USE OF LAND SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

- (a) That not more than one main building shall be erected or permitted to remain on any Lot and that such main building shall not be erected otherwise than with new materials and shall not have an overall minimum aggregate external floor area of less than 150m²
- (b) That no main building erected or permitted to remain on any Lot shall have the pitch of the roof less than 12.5 degrees.
- (c) That no garage or outbuilding shall be erected or permitted to remain on any Lot hereby transferred except until after or concurrently with the erection of the main building thereon.
- (d) That no building shall be constructed wholly or substantially from prefabricated materials and asbestos cement shall not be used in external walls except as infill panels so that the proportion of asbestos cement if so used in relation to the external wall area of any building shall not exceed ten per cent (10%) thereof. No main building shall be a transportable home.
- (e) That no roof of any structure erected on any Lot shall be constructed of untreated corrugated tin or galvanised iron.



DOC. 11

SECTION 88B INSTRUMENT

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

Length are in metres:

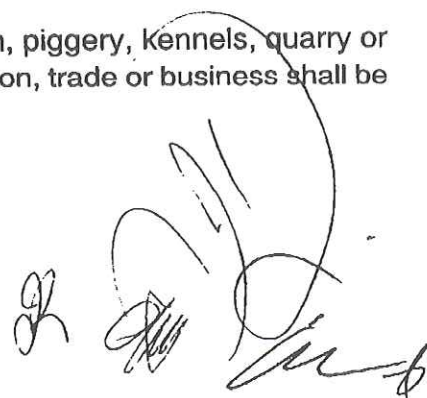
Sheet 4 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 176 and 182 in
Neighbourhood Plan D.P. 285134

PART 2 - CONTINUED

- (f) That no caravan or tent shall be placed or be permitted to remain on any Lot hereby transferred.
- (g) That no external timber walls of any main building or structure erected on any Lot hereby transferred shall remain unpainted for a period longer than two (2) months after the date of completion hereof PROVIDED THAT this restriction shall not apply to timber that has been treated by oil
- (h) That no main building shall be used for any purpose other than as a single dwelling house which does not include a residential flat building class A.
- (i) That no sanitary convenience erected or permitted to remain on the Lot shall be detached or separated from any main or other building erected thereon.
- (j) That no advertisement, hoarding, sign or similar construction shall be erected or permitted to remain on any Lot excepting such as may relate solely to the selling of such Lot and such permitted sign shall not exceed one metre by one metre in size.
- (k) That no pigs, bees or greyhounds shall at any time be allowed or kept on any Lot and the registered Proprietor of any Lot shall be entitled to maintain no more than two (2) dogs.
- (l) That no dairy, brick yard, tannery, poultry farm, piggery, kennels, quarry or other noxious, noisesome or offensive occupation, trade or business shall be carried out on any Lot.



SECTION 88B INSTRUMENT

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

Length are in metres:

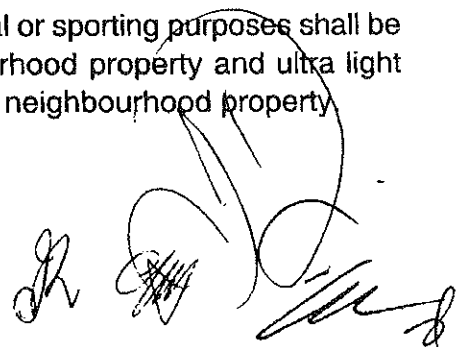
Sheet 5 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 176 and 182 in
Neighbourhood Plan D.P. 285134

PART 2 - CONTINUED

- (m) That no registered Proprietor shall maintain or keep any animals on any Lot unless same shall be kept and maintained in accordance with the requirements of any statute, regulation or ordinance of any competent authority and in particular in accordance with the requirements and with the approval of the Council of the City of Dubbo or such other appropriate Local Government authority as may be applicable from time to time.
- (n) That no materials (except as required in the course of building), rubbish, old, unused or out of working order plant, motor vehicles or machinery shall be kept or stored on any lot.
- (o) That no plant, machinery or vehicles having a tare weight in excess of five (5) tonnes shall be kept or stored on any Lot.
- (p) That no truck yards, earth moving business or welding shops or operations of a similar nature shall be carried out on any lot.
- (q) That no registered Proprietor shall establish or maintain facilities for the training of dogs, race horses or trotting horses on any Lot.
- (r) That no cladding of any outbuildings on any Lot shall be of any material other than that similar to the main building erected on the Lot or other materials permitted in Clause (d) hereof or pre-coloured iron.
- (s) That no motor bikes or go-karts for recreational or sporting purposes shall be ridden or driven on any Lot or the neighbourhood property and ultra light aircraft shall not be flown from any Lot or the neighbourhood property.



DOC. 11

SECTION 88B INSTRUMENT

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

Length are in metres:

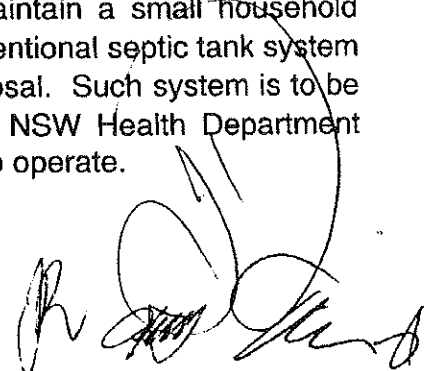
Sheet 6 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 176 and 182 in
Neighbourhood Plan D.P. 285134

PART 2 - CONTINUED

- (t) That no fence shall be erected on the boundary of any Lot burdened to divide it from any Lot benefited without the prior consent in writing of Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale PROVIDED THAT such consent shall not be refused if such fence is erected without expense to Bourke Securities Pty Limited, its successors and assigns other than purchasers on sale AND PROVIDED THAT it is no more than 1.5 metres in height and constructed of materials other than pre-coloured iron or paling. Consent shall be deemed to have been given in respect of any fence for the time being erected which is constructed of the foregoing materials.
- (u) That no fence shall be erected on the boundary of any Lot hereby sold unless such fence is less than 1.5 metres in height and is of stock-proof construction on the side and rear boundaries and of materials other than pre-coloured iron or paling.
- (v) As to Lots 176-180 inclusive and Lot 182 where Council can give no assurance that minimum water pressure can be provided and maintained above the minimum water pressure zone that no owner of any such Lot burdened shall install pressure pumps to boost the available water pressure unless such pumps draw solely out of a balance tank on the subject land and not directly from a Council water main.
- (w) Each residential allotment shall install and maintain a small household aerated wastewater treatment system or a conventional septic tank system using a lined transpiration bed for effluent disposal. Such system is to be maintained in accordance with the applicable NSW Health Department Accreditation Certificate and Council approval to operate.



DOC.11

SECTION 88B INSTRUMENT

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

Length are in metres:

Sheet 7 of 8 Sheets

Plan: D.P. 285134

Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 176 and 182 in
Neighbourhood Plan D.P. 285134

3. TERMS OF RESTRICTIONS ON THE USE OF LAND FOURTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

No habitable building of any description shall be erected on any Lot burdened within an area designated M.

NAMES OF PERSONS EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTION ON THE USE OF LAND FIRSTLY AND FOURTHLY AND THE EASEMENT THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN

The Council of the City of Dubbo and no person's consent is required.

NAME OF THE PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE RESTRICTIONS SECONDLY REFERRED TO IN THE ABOVEMENTIONED PLAN

As to restrictions (a)-(u) inclusive Bourke Securities Pty Limited A.C.N. 000 297 763 whilst ever it is the registered Proprietor of any Lots referred to in the said plan and thereafter the Neighbourhood Association and no person's consent shall be required. As to restriction (v-w) The Council of the City of Dubbo.

NAME OF THE PERSON EMPOWERED TO RELEASE VARY OR MODIFY THE EASEMENT FIFTHLY REFERRED TO IN THE ABOVEMENTIONED PLAN

The Council of the City of Dubbo.

The ~~Common Seal~~ of **BOURKE SECURITIES** A.C.N. 000 297 763
PTY LIMITED was hereunto affixed pursuant
to a resolution of the Board in the presence of

.....
Director

.....
Secretary

DOC.11

SECTION 88B INSTRUMENT

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

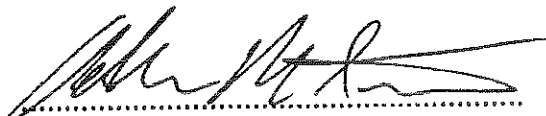
Length are in metres:

Sheet 8 of 8 Sheets

Plan: D.P. 285134

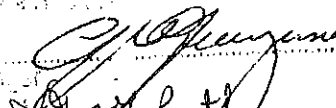
Subdivision covered by Council
Clerk's Certificate No.
dated 2000
in respect of Lots 176 and 182 in
Neighbourhood Plan D.P. 285134

The Common Seal of **THE COUNCIL OF THE
CITY OF DUBBO** was hereunto affixed on the
22nd day of Dec 2000 pursuant to a
resolution of Council made on the 28th
February 2000.


.....
Mayor


.....
for General Manager

Mortgage under Mortgage No 6471841
Signed at Sydney on 9th day of
JANUARY 2001
Australia Bank Ltd
by: Gregory FERGUSON
Attorney for the Bank
No. 274 George Street


.....
Witnessed by C. Foster
255 George Street, Sydney NSW



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 382
OF THE CONVEYANCING ACT, 1919.

Sheet 1 of 2 sheets.

Lengths are in metres.
Plan: DP641904

Easement for Water Supply over Lot 123
in DP 626096
Certificate of the Registrar
PART 1

WILLIAM JAMES OTTLEY.

Full name and address of
proprietor of land:
Full name and address of
mortgagee of land:
1. Identity of Easement
referred to in above-
mentioned plan

Easement for Water Supply 5 wide.

SCHEDULE OF LOTS ETC. AFFECTED.

Lot Burdened.	Lots Benefited:		
	Portion	Particular	Values Folio
Lot 123 in DP 626096 (Mortgagee - William James Ottley) 123 1026096	101	Bnd	161 754.287
	26	Bnd	161 754.287
	27	Bnd	161 754.287
	30	Bnd	161 754.287
	31	Bnd	161 754.287
			161 754.287

PART 2.

Plan:
Easement for Water Supply over Lot 123
in DP 626096.

1. Terms of easement for water supply 5 wide referred to in the
above-mentioned plan.

Full and free right for every person who is at any time entitled
to an estate or interest in possession of the land hereinafter
as the lots benefited with which the right shall be deemed to be
enjoyment and every person authorised by him to use the same for
at all times to draw water from the land through the land herein indicated
purpose in any quantity and for any purpose whatsoever and to use the same
as the lot burdened with the right to lay pipe and
maintain a system of pipes of sufficient internal diameter beneath
the surface of the lot burdened and to construct erect and maintain
thereon any works and together with the right for the grantee and
every person authorised by him with any tools implement or machinery
necessary for the purpose to enter upon the lot burdened and to
remain therefor any reasonable time for the purpose of constructing
erecting or laying inspecting cleaning repairing maintaining or
renewing such pipe line or any part thereof and for any other
purpose to open the soil of the lot burdened to such
storehead purposes to open the soil of the lot burdened to such

10 f. D. 1904
REGISTERED 22-1904

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 382
OF THE CONVEYANCING ACT, 1919.

DP641904

Sheet 2 of 2 sheets.
Easement for Water Supply over Lot 123
in DP 626096
Certificate of the Registrar
PART 2
extent as may be necessary provided that the grantee and the
person authorised by him will take all reasonable precautions
to ensure no little disturbance as possible to the surface
of the lot burdened and will restore the surface as nearly as
practicable to its original condition.

SIGNED in my presence by WILLIAM JAMES OTTLEY who is personally
known to me.

Signature of Witness:
L. S. B. Peacocke

Name of Witnesses:
L. S. B. Peacocke

Witness:
D. J. D. 1904

SIGNED AT SYDNEY THIS 30th DAY OF November
1904 FOR NATIONAL AUSTRALIAN BANK
LIMITED BY ITS DULY AUTHORIZED ATTORNEY
UNDER POWER OF ATTORNEY No. 119 06232.

JEFFREY ROBERT BAKER
D. J. D. 1904
Bank Officer

SIGNED AT SYDNEY THIS 30th DAY OF November
1904 FOR NATIONAL AUSTRALIAN SAVINGS
BANK LIMITED BY ITS DULY AUTHORIZED
ATTORNEY UNDER POWER OF ATTORNEY No. 119 06232.

JEFFREY ROBERT BAKER
D. J. D. 1904
Bank Officer

REGISTERED 22-1904

This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day.
2nd February, 1909

10 20 30 40 50 60 70 Table of mm 110 120 130 140

RP 138

STAMP DUTY



RELOADED

12 OCT 1989



Y564219

TRANSFER GRANTING EASEMENT

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

TG

1	2 of 2	2
\$ 44		R 1/2

DESCRIPTION
OF LAND
Note (a)

Servient Tenement (Land burdened)
Torrens Title Reference
Volume 13327 Folio 87 being that part thereof which falls within the land shown as site of easement proposed to be acquired for transmission line 45 METRES wide within Deposited Plan 641112

Dominant Tenement (Land benefited)
Torrens Title Reference

TRANSFEROR
(registered proprietor of servient tenement)
Note (b)

BOURKE SECURITIES PTY LTD

Note (c)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 600.00 and TRANSFERS and GRANTS an easement for transmission line and other rights as more fully set in the annexure hereto marked "A".

OFFICE USE ONLY

OVER

TRANSFeree out of the servient tenement and easement to the TRANSFeree

(registered proprietor of dominant tenement)
Note (b)

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES, Electricity House
Park and Elizabeth Streets, Sydney

PRIOR
ENCUMBRANCES
Note (d)

Subject to the following PRIOR ENCUMBRANCES: 1.

2

3

[DATE 26th July, 1989]

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

EXECUTION
Note (e)

Signed in my presence by the transferor who is personally known to me

OUR COMMON SEAL of
Signature of Witness

BOURKE SECURITIES PTY LTD
Name of Witness (BLOCK LETTERS)

was hereunto affixed

Address and occupation of Witness

SECRETARY, Mr. William Henry Bentley



Director

Signature of Transferor

Note (e)

Signed in my presence by the transferee who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signed for The Electricity
Commission of New South Wales
pursuant to a delegation made
on 25th September, 1986

G A Fletcher

Solicitor to the Commission

TO BE COMPLE-
ED BY LODGING
PARTY
Notes (f)
and (g)

LODGED BY

Morris, Hayes & Edgar
LAW STATIONERS
99 ELIZABETH STREET
SYDNEY
PX 420 A/C 616 232-2411
35 D

Ref.
Delivery Date/Time

Checked

Passed

Signed

Extra Fee

REGISTERED 11 10 99

Sanitary
DirectionsDelivery
Directions

OFFICE USE ONLY

RAH
Srv

"A"

This is the annexure marked "A" referred to in the Transfer Granting Easement from Bourke Securities Pty Ltd to The Electricity Commission of New South Wales

Full and free right leave liberty and licence for the transferee its successors and assigns (being the Crown or a public or local authority constituted by Act of Parliament) its and their servants and all other persons authorised by it or them to act on its or their behalf -

- (a) to erect construct place inspect alter repair renew maintain and use through along and in and remove from the servient tenement overhead electricity transmission mains wires and cables and the supports therefor (including towers and poles) and other ancillary works for the transmission of electricity and for purposes incidental thereto and to repair inspect alter renew maintain use and remove any works of the aforementioned categories as are already erected constructed or placed in the servient tenement (the ownership of all of which works the transferor hereby acknowledges is vested in the transferee), and
- (b) to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables, and
- (c) with or without horses vehicles plant and equipment to enter and be in the servient tenement for the purpose of exercising any rights granted to it or them hereunder, and
- (d) to cut or trim or lop trees branches and other growths or foliage exceeding three metres in height which now or at any time hereafter may overhang encroach or be in or on the servient tenement and which may or may be likely to interfere with any right leave liberty or licence granted hereunder.

And the transferor doth hereby for itself its successors and assigns as owner or owners for the time being of the servient tenement covenant with the transferee its said successors and assigns that it or they will not -

- (a) do or knowingly suffer to be done any act or thing which may interfere with injure damage or destroy the said mains wires cables towers poles or ancillary works or any of them or obstruct prevent or interfere with the free flow of electricity through and along the said transmission mains wires and cables,
- (b) erect or place or permit the erection or placing in or on the servient tenement of any building structure plant or apparatus without the permission in writing of the transferee its said successors or assigns.

Endorse x *[Signature]*

Witness x *[Signature]*

SEE OVER PAGE
FOR CONSENT
OF MORTGAGEE

[Signature]

This is the second page of the annexure marked "A" referred to in the Transfer Granting Easement from Banks Securities Pty Ltd to The Electricity Commission of New South Wales,

CONSENT OF MORTGAGEE

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED Mortgagee under Mortgage No.

W17501 hereby consents to the Transfer Granting Easement herein.

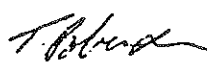
Dated at Sydney this 27th day of July 1957

Signed and Sealed by the said
Bank at Sydney by its Attorney

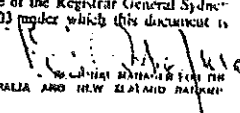
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
INCORPORATING ANZ BANK AND CMA BANK
by its Attorney

TERENCE EDWARD STAPLETON
who is personally known to me.

and I, the said Attorney state that I have not received any notice of the revocation of the Power of Attorney registered in the Office of the Registrar General Sydney as No. 263 Book 3403 under which this document is executed.



20 MARTIN PLACE
SYDNEY
BANK OFFICER


ATTORNEY FOR THE
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED



New South Wales Land Titles Office

1. The first step is to identify the problem. This involves understanding the current situation and what needs to be changed.

2. The second step is to set goals. These should be specific, measurable, achievable, relevant, and time-bound (SMART).

3. The third step is to develop a plan. This involves determining the steps needed to achieve the goals and assigning responsibilities.

4. The fourth step is to implement the plan. This involves putting the plan into action and monitoring progress.

5. The fifth step is to evaluate the results. This involves comparing the actual results with the goals and identifying areas for improvement.

852804 19

DD

11285134			

FIRST SCHEDULE DIRECTIONS

[illegible][illegible]

0495170

BOX# B4a ,DOC# 2320741 ,TCKT#J856430

97-11R



REQUEST

Real Property Act 1900



2320741 S

(A) STAMP DUTY
If applicable.

Office of State Revenue use only

(B) TITLE
Show no more than 20.

SEE SCHEDULE

(C) REGISTERED DEALING
If applicable.

SEE SCHEDULE

(D) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000 Ph. 456-2207	
REFERENCE (max 15 characters): ETA		

(E) APPLICANT
THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY

(F) REQUEST
The Registrar-General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Act, 1994.

RONALD BRUCE SMITH
Authorised Agent of the New South Wales
Electricity Transmission Authority.

CHECKED BY (office use only)

BOX# B4a ,DOC# 2320741 ,TCKT#J856430

film with 2320741

WELLINGTON - DUBBO 94J 132KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
6	P17830/1	263	754308	263/754308	Y252705
	P17830/2	891	554942	891/554942	Y760359
		892	554942	892/554942	Z8867
		64	754287	64/754287	Y294976
		65	754287	65/754287	Y553803
		661	565756	661/565756	Y553803
		662	565756	662/565756	Y767235
		1021	571395	1021/571395	Z185798
		1022	571395	1022/571395	Y539018
		1023	571395	1023/571395	Y258883
	P17830/3	1	285134	1/285134	Y564219
		2	285134	2/285134	Y564219
		3	285134	3/285134	Y564219
		11	285134	11/285134	Y564219
		70	285134	70/285134	Y564219
		75	285134	75/285134	Y564219

BOX# B4a ,DOC# 2320741 ,TCKT#J856430

(G)

STANDARD EXECUTION

2

320741

Certified correct for the purposes of the Real Property Act 1900.
Signed in my presence by the Applicant who is personally known to me.

DATE 3-6-96

M. D. Smith
Signature of Witness

MARILYN DAWN SMITH
Name of Witness (BLOCK LETTERS)

9 ELIZABETH ST. BEROWRA HTS 2082
Address of Witness

R. D. Smith
Signature of Applicant

Authorised Agent of the New South
Wales Electricity Transmission Authority

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this
Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

2 09:39 /Pg#:1

2981139 P

This document is designed to record the effect of Departmental actions and amendments on computer files



Folio Identifier

1 285134.			

Reason for Preparation: AMENDMENT- DELETE REFERENCE TO COMMUNITY PLAN
OF SUBDIVISION: REMOVE REFERENCE TO EXPIRY OF INITIAL PERIOD FROM
NOTES COLUMN & PUT IT IN THE SECOND SCHEDULE.

[illegible]

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
	OFF	NB	0852804	
	ON	NB	0852804	DP285134 NEIGHBOURHOOD PLAN OF SUBDIVISION - REGISTERED 19-1-1996
				SUBDIVIDES LOTS 64 & 65 INTO LOTS 66-83 INCL. ROAD.
	OFF	NB	0852805	
	ON	CI		
	ON	NB		DP285134 NEIGHBOURHOOD PLAN OF SUBDIVISION REGISTERED 14-4-1997
				SUBDIVIDES LOTS 82 & 83 INTO LOTS 84 TO 102 INCL. ROAD

Deliver Title to:

Not

Prepared by

Table No

Directed by

Table No

Authorized by

Table No

Thall

NB:O

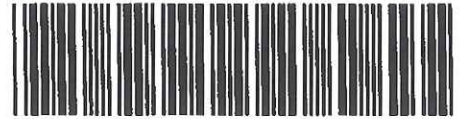
Form Number:
97-18DD
Licence Number:
10V/0162/95
Page 1 of

New South Wales Land Titles Office

DEPARTMENTAL DEALING

This document is designed to record the effect of
Departmental actions and amendments on computer folios

/Seq:1 of 1
3119830 G



Folio Identifier

1/285134			

Reason for Preparation: AMENDMENT -

FIRST SCHEDULE DIRECTIONS

[illegible]

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]

COMMUNITY LAND DEVELOPMENT ACT, 1989
NEIGHBOURHOOD DEVELOPMENT CONTRACT

Sheet 1 of 7 sheets

WARNING

1. This contract contains details of a neighbourhood scheme which is proposed to be developed on the land described in it. Interested persons are advised that the proposed scheme may be varied, but only in accordance with section 16 of the Community Land Management Act 1989.
 2. (As the scheme forms part of a staged development, interested persons are advised of the possibility that the scheme may not be completed and may be terminated by Order of the Supreme Court)
 3. This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in the scheme concerned. Attention is drawn in particular to the management statement registered at the Land Titles Office with this contract, which statement sets out the management rules governing the scheme and provides details of the rights and obligations of lot owners under the scheme.
 4. Further particulars about the details of the scheme are available in:
 - * Development Control Plan No. 22 of Dubbo City Council; and
 - * development consent dated 4th March, 1992 granted by Dubbo City Council.
- The terms of this contract are binding on the original proprietor and any purchaser, lessee or occupier of a lot in the scheme. In addition, the original proprietor covenants with the neighbourhood association and with the subsequent proprietors jointly and with each of them severally to develop the land the subject of the neighbourhood scheme in accordance with the development consent as modified or amended with the consent authority's approval from time to time.

UNDERTAKING BY THE ORIGINAL PROPRIETOR

- I, Ian Keith Rice, Director of Bourke Securities Pty. Ltd. being the original proprietor say that:
- (a) there are no additional amenities required to be provided under the neighbourhood scheme; and
 - (b) there is no further work to be done by me on the parcel to which this development contract relates.

TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE

REGISTERED 14.11.1993

Ian Keith Rice
Director



Sheet 2 of 7 sheets

SIGNATURES, CONSENTS AND APPROVALS

DATED 3rd day of August 1993



THE COMMON SEAL OF BOURKE SECURITIES
PTY. LTD. was hereunto affixed by authority of
the Board of Directors in the presence of:

Ian Keith Rice
Signature of Director

Jessie Janet Rice
Signature of Witness

IAN KEITH RICE
Name of Director (block letters)

JESSIE JANET RICE
Name of Witness

CERTIFICATE OF APPROVAL

It is certified that:

- (a) That the consent authority has approved of the development described in Development Application No. DA-92-7; and
- (b) That the terms and conditions of this management statement are not inconsistent with the development as approved.

DATED 15th day of October 1993

Signature on behalf of consent Authority:

Daryl Dwyer

REGISTERED 14.11.1993

For further Signatures, Consents and Approvals see following pages.

Daryl Dwyer
Director

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DP 285134

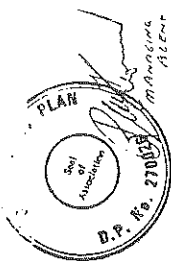
DEVELOPMENT CONTRACT
SHEET 3 OF 7 SHEETS

NEIGHBOURHOOD DEVELOPMENT CONTRACT

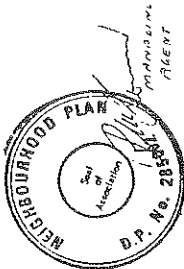
Sheet 3 of 7 Sheets

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

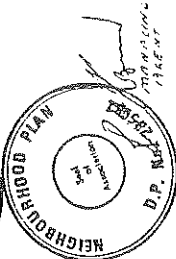
THE COMMON SEAL OF COMMUNITY
ASSOCIATION 270026 was
hereunto affixed in the
presence of:



THE COMMON SEAL OF NEIGHBOURHOOD
PLAN 285062 was hereunto
affixed in the presence of:



THE COMMON SEAL OF NEIGHBOURHOOD
ASSOCIATION 285087 was hereunto
affixed in the presence of:



SIGNED by the said DAVID JOHN
RING and MAUREEN JACINTA RING
in the presence of:

David Ring, David Ring,
Maureen Ring

SIGNED by the said COLIN RANDALL
HADFIELD and DEBBIE MARIE
HADFIELD in the presence of:

Colin Randall,
Debbie Marie

REGISTERED 19.11.1993

Dee-Dee Date 19.11.1993

DP 285134

DEVELOPMENT CONTRACT
SHEET 4 OF 7 SHEETS

NEIGHBOURHOOD DEVELOPMENT CONTRACT

Sheet 4 of 7 Sheets

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

SIGNED by the said GARRY JOHN
DENKEL and ROBYN LYNNETTE DENKEL
in the presence of:

Robyn Lyndell
Garry John

SIGNED by the said NEIL KEITH
SHARKEY and PAMELA MARGARET
SHARKEY in the presence of:

Neil Sharkey
Pamela Sharkey

SIGNED by the said RICHARD ANTHONY
CUMMINS and JO ANN CUMMINS in the
presence of:

R.A. Cummins
J.A. Cummins

SIGNED by the said WILLIAM CHARLES
SMYTH and JUDITH MAY SMYTH in the
presence of:

William Charles
Judith May Smyth

SIGNED by the said BARRY ALLAN LANE
and KAREN SUSAN LANE in the
presence of:

Barry Allan Lane
Karen Susan Lane

REGISTERED 19.11.1993

Dee-Dee Date 19.11.1993

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NEIGHBOURHOOD DEVELOPMENT CONTRACT

Sheet 5 of 7 Sheets

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

SIGNED by the said VICTOR SLAVENSKY
in the presence of:

[Signature]
[Signature]

SIGNED by the said GEORGE SKELLY
and SHAROLYN SKELLY in the presence
of:

[Signature]
[Signature]

SIGNED by the said INYERCE WALLACE
and CAROLYN RUTH WALLACE in the
presence of:

[Signature]
[Signature]

SIGNED by the said DESMOND JOHN
SETON and BERNADETTE ANNE SETON in
the presence of:

[Signature]
[Signature]

SIGNED by the said PHILIP JAMES
GOATCHER and LEANNE JOY GOATCHER
in the presence of:

[Signature]
[Signature]

REGISTERED 19.11.1993

[Signature]
[Signature]

10 20 30 40 50 60 70 Table of mm 110 120 130 140

NEIGHBOURHOOD DEVELOPMENT CONTRACT

Sheet 6 of 7 Sheets

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

SIGNED by the said GERARD NICHOLAS
CUSHAN and CHRISTINE AMY CUSHAN in
the presence of:

[Signature]
[Signature]

SIGNED by the said RICHARD ANTHONY
CUMMINS and JO ANN CUMMINS in the
presence of:

[Signature]
[Signature]

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
(ACN 003 357 523)
and I the said Attorney and I the said Attorney
the execution of the Power of Attorney registered in the Office of
the Registrar General Sydney as No. 873 Book 421 under which
this document is executed.

NAME STREET
SOLICITOR
Name Address and occupation
of the said Attorney
Attorney/Director Manager/Solicitor/Partner/Partner for the time
being of Australia and New Zealand Banking Group Limited

Signed at Dublin 16/11/1993 for the Commonwealth Bank
of Australia by its duly appointed Attorney under Power
of Attorney Book 3317 No. 801.

[Signature]
[Signature]
Justice of the Peace
MURRAY JOHN BOWEN
MURRAY REGIONAL MAGISTRATE

REGISTERED 19.11.1993

[Signature]
[Signature]

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record of a document in the custody of the
Registrar General this day 22nd November 1993



NEIGHBOURHOOD DEVELOPMENT CONTRACT

Sheet 7 of 7 Sheets

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

SCHEMATIC DRAWING 10th
DAY OF SEPTEMBER 1993
NATIONAL AUSTRALIA BANK
APPROVED ATTORNEY UNDER POWER OF
ATTORNEY No. 514 EBOOK 3814

ASSISTANT MANAGER

11/11/93

RECEIVED 11/11/93

George M. Sweeney

Attn: Yacovakis

Bank of NSW

WESTPAC BANKING CORPORATION

who hereby certifies that all the terms of executing this instrument no notice
of revocation has been received at the office of the Registrar General in
the office of the Registrar General No. 558 Bank of NSW under
the authority of which this instrument has been executed.

Signed, Executed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION

by GARY JOHN TAYLOR

its duly constituted

Attorney who is

producing to me

the original of the

power of attorney

in which he is

acting as Attorney

General.

JOHN DOUGLAS DAVIES

MANAGER ST JAMES

BANK OFFICE

St. George Bank Limited A.C.N. 055 513 070
By its Attorneys under Power of Attorney
Registered Number 3814
Name R. PRICE
Title SUPERVISOR
Signature
Witness P. WOOD

Signed in my presence by
STATE BANK OF NEW SOUTH WALES Ltd. 2
by its Attorney pursuant to power of
Attorney book 3781 number 688
and I declare that I have no notice
by the Attorney
of the revocation of said power
(full name of Attorney, book letters)
who is personally known to me
Witness
Lecoma Dickson

STATE BANK OF NEW SOUTH WALES Ltd. 2

by its Attorney pursuant to power of

Attorney book 3781 number 688

and I declare that I have no notice

by the Attorney

of the revocation of said power

(full name of Attorney, book letters)

who is personally known to me

Witness

Lecoma Dickson

REGISTERED 19.11.1993



This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day 22nd November 1993

10 20 30 40 50 60 70 Table of mm 110 120 130 140



WARNING

THE TERMS OF THE MANAGEMENT STATEMENT ARE BINDING ON THE NEIGHBOURHOOD ASSOCIATION AND EACH PERSON WHO IS A PROPRIETOR, LESSEE, OCCUPIER OR MORTGAGEE IN POSSESSION OF A NEIGHBOURHOOD LOT WITHIN THE NEIGHBOURHOOD SCHEME.

PART 1

BY-LAWS FIXING DETAILS OF DEVELOPMENT

THESE BY-LAWS RELATE TO THE CONTROL AND PRESERVATION OF THE ESSENCE OR THEME OF THE NEIGHBOURHOOD SCHEME AND AS SUCH MAY ONLY BE AMENDED OR REVOKED BY A UNANIMOUS RESOLUTION OF THE NEIGHBOURHOOD ASSOCIATION (SEE SECTION 17(2) COMMUNITY LAND MANAGEMENT ACT, 1989)

There are no by-laws relating to the control and preservation of the essence or theme of the neighbourhood scheme.

PART 2

RESTRICTED NEIGHBOURHOOD PROPERTY

THESE BY-LAWS MAY NOT BE AMENDED DURING THE INITIAL PERIOD AND MAY ONLY BE AMENDED AFTER THE EXPIRY OF THE INITIAL PERIOD BY SPECIAL RESOLUTION AND WITH THE WRITTEN CONSENT OF EACH PERSON ENTITLED BY THE BY-LAW TO USE THE RESTRICTED NEIGHBOURHOOD PROPERTY (SEE SECTION 54 COMMUNITY LAND MANAGEMENT ACT, 1989).

There is no restricted neighbourhood property within the neighbourhood scheme.

PART 3

MANDATORY MATTERS

1. OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS

There are no open access ways or private access ways within the Neighbourhood Scheme.

2. PERMITTED USES OF AND SPECIAL FACILITIES ON THE NEIGHBOURHOOD PROPERTY

2.1 Neighbourhood property encompasses the existing Eulamego Creek. The ongoing maintenance and care of the creek and its immediate surrounds will be the responsibility of the Neighbourhood Association or its designated officer.

2.2 Neighbourhood property is to be slashed regularly to minimise fire hazards. Slashing during the months from October through to March inclusive should be at the discretion of the local fire captain.

2.3 Neighbourhood property is for the purposes of recreational use only.

2.4 No motor cycles or trail bikes are permitted on Neighbourhood Property.

2.5 No motorised go-karts or unregistered motor vehicles are permitted on Neighbourhood Property.

2.6 No motor vehicles are permitted on Neighbourhood Property unless they are accessing approved destinations (e.g. tennis courts, barbeque).

David B. [Signature]

REGISTERED 14/11/93

3. INTERNAL FENCING

There are no arrangements for the provision of internal fencing by the Association.

4. GARBAGE

4.1 No garbage is to be deposited on Neighbourhood Property.

4.2 No unsightly garbage is to be stored on a lot within this scheme. The Neighbourhood Association may request the removal of such unsightly garbage from lots within the scheme by special resolution.

4.3 There are no arrangements for the provision of garbage services by the Neighbourhood Association.

5. SERVICES

5.1 The services to be provided in this scheme are as follows:-

- (a) water
- (b) electricity
- (c) telecommunications

5.2 Water services are to be maintained by Dubbo City Council. Electricity services are to be maintained by Western Power. Telecommunications are to be maintained by Telecom Australia.

5.3 Services are generally provided entirely within the Public Road Reserves. Water Supply passes in part through an Easement for Water Supply 5 wide on Lot 29 in this scheme. Power supply passes in part through an Easement for Existing Overhead Power Lines 20 wide over Lots 3, 6, 7, 8, 9 and 12 in this scheme.

6. INSURANCE

At the date of this statement the following insurances have been taken out by the Neighbourhood Association:-

- 1. Workers Compensation
- 2. Liability
- 3. Voluntary Workers Personal Accident

For details of current insurances see records of the Association.

7. EXECUTIVE COMMITTEE

1. Chairperson, Secretary and Treasurer of Association

The chairperson, secretary and treasurer of the Executive Committee shall also be respectively the chairperson, secretary and treasurer of the Association.

TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE

REGISTERED 14/11/93

David B. [Signature]

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2. Executive Committee's Power to Employ Agents and Servants

The Executive Committee may employ for and on behalf of the Association such agents and servants as it thinks fit in connection with the exercise and performance of the powers, authorities, duties and functions of the Association.

3. Notice of Executive Committee Meetings

Not less than 72 hours notice in writing shall be given by the Secretary to the members of the Executive Committee before the Executive Committee holds a meeting, and a detailed agenda for the meeting shall be included in the notice.

4. Executive Committee Meetings may be Required to be Convened

The Secretary of the Association or, in his absence, any of the Executive Committee, shall convene a meeting of the Executive Committee if he is requested to do so by not less than one third of the members of the Executive Committee, within the period of time, if any, specified in the request, and, where a member of the Executive Committee other than the secretary is requested to convene a meeting of the Executive Committee under the requirement, he may give, on behalf of the Executive Committee, the notice required to be given under paragraph 3.

5. Voting in Writing of Members of Executive Committee

Where:-

- the requirements of paragraph 3 have been complied with in relation to any meeting;
- the Executive Committee has caused to be served on each member of the Executive Committee a copy of any motion for a proposed resolution to be submitted at that meeting; and
- any such resolution has been approved in writing by a majority of the members of the Executive Committee,

the resolution shall, subject to Section 38 (3), be as valid as if it had been duly passed at a duly convened meeting of the Executive Committee, notwithstanding that the meeting was not held.

6. Proprietors' Attendance at Executive Committee Meetings

A proprietor or, where that person is a corporation, any company nominee of the corporation is entitled to attend a meeting of the Executive Committee but may not address the meeting unless authorised by resolution of the Executive Committee.

Minute of Certain Resolutions to be included in Executive Committee's Minutes.

The Executive Committee shall cause to be included in its minutes a minute of all resolutions passed pursuant to paragraph 5.

8. Notice of Minutes

Unless each proprietor under the Neighbourhood Scheme has previously been provided with copies of the minutes referred to in sub-paragraphs (a) and (b), an Executive Committee shall cause:-

- a copy of the minutes of a meeting of the Executive Committee to be forwarded to each proprietor within 7 days after that meeting; and
- a copy of a minute of any resolution passed pursuant to paragraph 5 to be so forwarded within 7 days after the passing thereof.

9. Acts, etc., of Executive Committee Valid Notwithstanding Vacancy, etc.

Any act or proceeding of an Executive Committee done in good faith is, notwithstanding that at the time when the act or proceeding was done, taken or commenced there was:-

- a vacancy in the office of a member of the Executive Committee; or
- any defect in the appointment, or any disqualification of any such member,

as valid as if the vacancy, defect or disqualification did not exist and the Executive Committee were fully and properly constituted.

POWERS AND DUTIES OF SECRETARY OF ASSOCIATION

The powers and duties of the secretary of the Association include:-

- the preparation and distribution of minutes of meetings of the Association and the submission of a motion for confirmation of the minutes of any meeting of the Association at the next such meeting;
- the giving on behalf of the Association and of the Executive Committee of the notices required to be given under this Act;
- the maintenance of the Association Roll;
- the supply of information on behalf of the Association in accordance with Schedule 4;
- the answering of communications addressed to the Association;
- the convening of meetings of the Executive Committee and (apart from its First Annual General Meeting) of the Association; and
- attendance to matters of an administrative or secretarial nature in connection with the exercise or performance, by the Association or the Executive Committee, of its respective functions.

The powers and duties of the treasurer of the Association include:-

- the notifying of proprietors of any contributions levied pursuant to this Act;
- the receipt, acknowledgement and banking of and the accounting for any money paid to the Association;
- the preparation of any certificate applied for under Schedule 4; and
- the keeping of the accounting records and preparation of the financial statements referred to in Schedule 1.

PART 4

OPTIONAL MATTERS

There are no optional matters relating to this neighbourhood scheme.

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REGISTERED 14.11.1993

PART 5

BYLAWS REQUIRED BY A PUBLIC AUTHORITY

There are no by-laws required by a public authority in regard to the Neighbourhood Scheme.

SIGNATURES, CONSENTS AND APPROVALS

DATED 31st day of August 1993

THE COMMON SEAL OF BOURKE SECURITIES PTY. LTD. was hereunto affixed by authority of the Board of Directors in the presence of:



Signature of Director: [Signature] Name of Director (block letters): IAN KERRY RICE

Signature of Witness: [Signature] Name of Witness: JESSIE IANET RICE

CERTIFICATE OF APPROVAL

It is certified that:
(a) That the consent authority has approved of the development described in Development Application No. DA - 92-7; and
(b) That the terms and conditions of this management statement are not inconsistent with the development as approved.

DATED 15th day of October 1993

Signature on behalf of consent Authority:

[Signature]

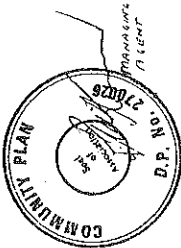
For further Signatures, Consent and Approvals see Page 6 onwards.

REGISTERED 18.11.1993

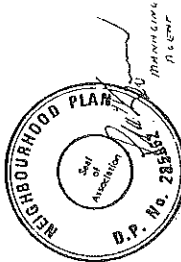
[Signature]

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

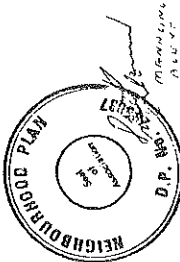
THE COMMON SEAL OF COMMUNITY ASSOCIATION 270026 WAS hereunto affixed in the presence of:



THE COMMON SEAL OF NEIGHBOURHOOD PLAN 285062 WAS hereunto affixed in the presence of:



THE COMMON SEAL OF NEIGHBOURHOOD ASSOCIATION 285067 WAS hereunto affixed in the presence of:



SIGNED by the said DAVID JOHN RING and MAUREEN JACINTA RING in the presence of:

[Signature] David Ring, David Ring, Maureen Ring

REGISTERED 18.11.1993

SIGNED by the said COLIN RANDALL HADFIELD and DEBBIE MARIE HADFIELD in the presence of:

[Signature] Colin Randall, Debbie Marie Hadfield, David Ring, Maureen Ring

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MANAGEMENT STATEMENT

Sheet 7 of 10 Sheets

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

SIGNED by the said GARRY JOHN DENKEL and ROBYN LYNETTE DENKEL in the presence of:

[Signature]
[Signature]

SIGNED by the said NEIL KEITH SHARKEY and PAMELA MARGARET SHARKEY in the presence of:

[Signature]
[Signature]

SIGNED by the said RICHARD ANTHONY CUMMINS and JO ANN CUMMINS in the presence of:

[Signature]
[Signature]

SIGNED by the said WILLIAM CHARLES SMYTH and JUDITH MAY SMYTH in the presence of:

[Signature]
[Signature]

SIGNED by the said BARRY ALLAN LANE and KAREN SUSAN LANE in the presence of:

[Signature]
[Signature]

REGISTERED 19.11.1993

[Signature]
[Signature]

MANAGEMENT STATEMENT

Sheet 8 of 10 Sheets

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

SIGNED by the said VICTOR SLAVENSKY in the presence of:

[Signature]
[Signature]

SIGNED by the said GERARD SKELLY and SHAROLYN SKELLY in the presence of:

[Signature]
[Signature]

SIGNED by the said IAN BRUCE WALLACE and CAROLYN RUTH WALLACE in the presence of:

[Signature]
[Signature]

SIGNED by the said DESMOND JOHN SETON and BERNADETTE ANNE SETON in the presence of:

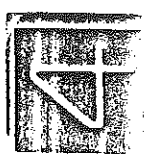
[Signature]
[Signature]

SIGNED by the said PHILLIP JAMES GOATCHER and LEANNE JOY GOATCHER in the presence of:

[Signature]
[Signature]

REGISTERED 19.11.1993

[Signature]
[Signature]



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MANAGEMENT STATEMENT

Sheet 9 of 10 Sheets

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

SIGNED by the said GERARD NICHOLAS
CUSHAN and CHRISTINE AMY CUSHAN in
the presence of:

[Signature]

BARD NICHOLAS
AMY SUSHAN IT

[Signature]

[Signature]

Signed in my presence by the
of the said Bank by its Attorney
KEVIN J. JAMES, MASTER DESS
who is personally known to me

[Signature]
Signature of Witness

99 MACQUARIE STREET
DUEBO N.S.W. BANK OFFICER

signed at Dubbo 31/8/1993 for the Commonwealth Bank of Australia by its duly appointed Attorney under Power of Attorney Book 3619 No. 801.

Bawden — Bates
BARRY JOHN BAWDEN Justice of the Peace
BATES, BERNARD, Manager

REGISTERED

Dr. B. B. B. B. B.

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MANAGEMENT STATEMENT

Sheet 10 of 10 Sheets

SIGNATURES, CONSENTS AND APPROVALS CONTINUED

STONES AT SYDNEY THIS 10th
 SEPTEMBER 1993 FOR
 AUSTRALIA BANK LIMITED BY
 MRS RICHARD CORBETT ITS DULY
 AUTHORIZED ATTORNEY NO. 549
 POWER OF ATTORNEY 3434

ASSISTANT MANAGER

SECRET
GPO : 1964 O - 374-000

signed Sealed and Delivered
for and on behalf of
WESTPAC BANKING CORPORATION

by Gary Lynn Davis

Attorney who is
personally known to me

JOHN DOUGLAS DAVIES
MARQUARIE ST. DUBBO.
BANK OFFICER

... UNIC OF NEW SOUTH WALES LIMITED being a company of

STATE BANK OF NEW SOUTH WALES LIMITED

signed in my presence by _____ the Bank of New South Wales
and A.C.N. 003 983 229
its Attorney _____
by its Attorney pursuant to power of
Attorney book 3781 number 668
and I declare that I have no notice
of the revocation of the said power

For HAROLD HARRIS, of Attorney

Who is personally known to me.

Signature

Witness
James Dickson

Witness
Leanne Dickson.

REGISTERED

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Certificate No: 2511
Applicant Ref: 229303 Everingham
Receipt No: 81190697

23/09/2022

Orana Conveyancing
PO Box 612
DUBBO NSW 2830



PLANNING CERTIFICATE

Issued under Section 10.7 (2) of the
Environmental Planning and Assessment Act 1979

Parcel No: 20620
Property description: Lot: 197 DP: 285134, 4R Thurloo Road DUBBO

SECTION 10.7 (2) PRESCRIBED MATTERS UNDER SCHEDULE 4 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2000

At the date of the Certificate, the following LEPs, DCPs and SEPPs apply to the subject land:

Local Environmental Plan (LEP):
Dubbo Regional Local Environmental Plan 2022, applies to the subject land.

State Environmental Planning Policies (SEPP):
State Environmental Planning Policy No 65 - Design Quality of Residential Flat Development,
applies to the State.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004, applies to the
State.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, applies
to the State.

State Environmental Planning Policy (Housing) 2021, applies to the State.

State Environmental Planning Policy (Biodiversity and Conservation) 2021, applies to the State.

State Environmental Planning Policy (Industry and Employment) 2021, applies to the State.

State Environmental Planning Policy (Primary Production) 2021, applies to the State.

All communications to: **CHIEF EXECUTIVE OFFICER**

ABN 53 539 070 928

PO Box 81 Dubbo NSW 2830

T (02) 6801 4000 **F** (02) 6801 4259 **E** council@dubbo.nsw.gov.au

Civic Administration Building Church St Dubbo NSW 2830

W dubbo.nsw.gov.au



State Environmental Planning Policy (Resilience and Hazards) 2021, applies to the State.

State Environmental Planning Policy (Resources and Energy) 2021, applies to the State.

State Environmental Planning Policy (Transport and Infrastructure) 2021, applies to the State.

State Environmental Planning Policy (Planning Systems) 2021, applies to the State.

State Environmental Planning Policy (Precincts - Regional) 2021, applies to the State.

Draft Local Environmental Planning Instrument:

There are no Draft Local Environmental Plan affecting the subject land.

Development Control Plan (DCP):

Dubbo Development Control Plan 2013, applies to the subject land.

The subject land is zoned:

Zone R5 Large Lot Residential

(1) Objectives of zone

- * To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- * To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- * To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- * To minimise conflict between land uses within this zone and land uses within adjoining zones.

(2) Permitted without consent

Environmental protection works; Extensive agriculture; Home-based child care; Home occupations; Roads.

(3) Permitted with consent

Agricultural produce industries; Dairies (pasture-based); Dwelling houses; Dual occupancies; Home industries; Horticulture; Neighbourhood shops; Oyster aquaculture; Plant nurseries; Pond-based aquaculture; Tank-based aquaculture; Water reticulation systems; Any other development not specified in item 2 or 4.

(4) Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Amusement centres; Animal boarding or training establishments; Attached dwellings; Boarding houses; Boat building and repair facilities; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional

centres; Crematoria; Depots; Dual occupancies (detached); Eco-tourist facilities; Entertainment facilities; Extractive industries; Farm stay accommodation; Flood mitigation works; Freight transport facilities; Function centres; Heavy industrial storage premises; Helipads; Highway service centres; Home occupations (sex services); Hostels; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Industries; Marinas; Mortuaries; Multi dwelling housing; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural industries; Rural workers' dwellings; Semi-detached dwellings; Seniors housing; Service stations; Serviced apartments; Sewerage systems; Sex services premises; Shop top housing; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water supply systems; Wholesale supplies.

Notwithstanding the above land use permissibility information indicating development 'permitted without consent'; development 'permitted with consent'; and development 'prohibited', the Dubbo Regional Local Environmental Plan 2022 provides in some circumstances additional use provisions and other relevant land use permissibility/prohibition provisions.

It is recommended that consultation of the Dubbo Regional Local Environmental Plan 2022 be undertaken to ascertain precisely the types of land uses permissible or prohibited on the land the subject of this Certificate.

Development Standards – Dwelling House:

There are no development standards pursuant to the Dubbo Regional Local Environmental Plan 2022 that fix minimum land dimensions for the erection of a dwelling house on the subject land.

Critical habitat:

The land does not include or comprise 'critical habitat' under Dubbo Regional Local Environmental Plan 2022.

Conservation area:

The land is not in a conservation area under Dubbo Regional Local Environmental Plan 2022.

Heritage:

A heritage item is not situated on the land under Dubbo Regional Local Environmental Plan 2022.

Complying development:

- (1) The extent to which the land is land on which complying development may be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3), and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes, 2008).

- (2) The extent to which complying development may not be carried out on the land because of the provision of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of the Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

Part 3B. Low Rise Medium Density Housing Code:

No - does not apply to the land.

Part 3C. Greenfield Housing Code:

No - does not apply to the land.

Part 3D. Inland Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 4. Housing Alterations Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 4A. General Development Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 5. Industrial and Business Alterations Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 5A. and 5B. Industrial and Business Buildings Code and the Container Recycling Facilities Code:

No - does not apply to the land.

Part 6. Subdivision Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 7. Demolition Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Part 8. Fire Safety Code:

No - does not apply to the land. The subject land is identified as Biodiversity on Council's Terrestrial Biodiversity Map.

Coastal Protection:

The subject land is not affected by the operation of Section 5 of the Coastal Management Act, 2016.

Mine Subsidence:

The subject land is not within a proclaimed mine subsidence district as defined by Section 20 of the Coal Mine Subsidence Compensation Act, 2017.

Road Widening and Road Realignment:

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993; or
- (b) Any environmental planning instrument; or
- (c) Any resolution of the Council.

Council and Other Public Authority Policies on Hazard Risk Restrictions:

The land the subject of this Certificate is not affected by any policy adopted by the Council that restricts the use of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk.

The subject land is not affected by a policy adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

The subject land is identified as 'biodiversity' according to the Terrestrial Biodiversity map of the Dubbo Regional Local Environmental Plan 2022, Clause 7.1. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

The subject land is identified as 'groundwater vulnerability' according to the Natural Resource - Groundwater Vulnerability map of the Dubbo Regional Local Environmental Plan 2022, Clause 7.5. For further information, please contact Council's Development and Environment Division on (02) 6801 4000.

Flood-related Development Control Information:

The subject land is not subject to any policy adopted by Council that restricts the use of the land because of the likelihood of flooding.

Land Reserved for Acquisition:

There is no environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the subject land that provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Environmental Planning and Assessment Act, 1979.

Contribution Plans:

Dubbo Water Supply and Sewerage Contributions Policy, applies to the land.

Section 94 Urban Roads and Car Parking Contributions Plan, applies to the land.

Section 94 Development Contributions Plan for Dubbo Open Space and Recreation Facilities Plan 2016-2026, applies to the land.

Biodiversity Certified Land:

Council is unaware of any biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

Biodiversity Stewardship Sites:

Council is unaware that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

Native Vegetation Clearing Set Asides:

Council is unaware that the land contains a set aside area under Section 60ZC of the Local Lands Services Act 2013.

Bushfire Prone Land:

The subject land is not identified as Bush Fire Prone Land on the Bush Fire Prone Land Map certified by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Environmental Planning and Assessment Act, 1979 (EP&A Act 1979).

Property Vegetation Plans:

Council has not been notified of the existence of a property vegetation plan approved under Part 4 the Native Vegetation Act 2003 (and that continues in force) applying to the land.

Orders under Trees (Disputes Between Neighbours) Act, 2006:

Council is not aware of any order made under the Trees (Dispute Between Neighbours) Act, 2006 applying to the subject land.

Directions under Part 3A:

This section of the Act has been repealed.

Site Compatibility Certificates and Conditions of Seniors Housing:

Council is not aware of any current Site Compatibility Certificate (Seniors Housing) or occupancy restrictions applying to the subject land.

Site Compatibility Certificates for Infrastructure, Schools or TAFE Establishments:

Council is not aware of any current Site Compatibility Certificate (Infrastructure) applying to the subject land.

Site Compatibility Certificates and Conditions for Affordable Rental Housing:

Council is not aware of any current Site Compatibility Certificate (Affordable Rental Housing) or management/operational restrictions pertaining to affordable housing on the subject land.

Paper Subdivision Information:

Council is not aware of any development plan applying to the subject land.

Site Verification Certificates:

Council is not aware of any current Site Verification Certificate (Biophysical Strategic Agricultural Land or Critical Industry Cluster Land) applying to the subject land.

Loose-fill Asbestos Insulation:

Council is not aware of any current loose-fill asbestos insulation applying to the subject land.

Affected Building Notices and Building Product Rectification Orders:

Council is not aware of any current affected building notices and building product rectification orders applying to the subject land.

Matters arising under the Contaminated Land Management Act, 1997

Pursuant to Section 59(2) of the Contaminated Land Management Act 1997, the subject land is:

- (a) Not within land declared to be significantly contaminated land under Part 3 of that Act;
- (b) Not subject to a Management Order in the meaning of that Act;
- (c) Not the subject of an approved Voluntary Management Proposal of the Environment Protection Authority's agreement under Section 17 of that Act;
- (d) Not subject to an ongoing Maintenance Order under Part 3 of that Act;
- (e) Not the subject of a Site Audit Statement within the meaning of Part 4 of that Act.

For further enquires, please contact Council's Customer Service Centre on 6801 4000.



Stephen Wallace
Director Planning and Environment

Parcel 20620
DTQ:NB

Your ref: 229303 Everingham

23 September 2022

Orana Conveyancing
PO Box 612
DUBBO NSW 2830



Dear Sir/Madam

REQUEST FOR DRAINAGE DIAGRAM

PROPERTY: Lot 197 DP 285134, 4R Thurloo Road Dubbo

Council advises that the subject allotment is not connected to the sewer of Dubbo Regional Council.

If you have any enquiries in this matter, please do not hesitate to contact Council's Land Information and e-Services Coordinator, Kim Edwards, on 6801 4000, during normal office hours.

Yours faithfully

Darryll Quigley
Manager Building and Development Services

Per:



All communications to: **CHIEF EXECUTIVE OFFICER**

ABN 53 539 070 928

PO Box 81 Dubbo NSW 2830

T (02) 6801 4000 **F** (02) 6801 4259 **E** council@dubbo.nsw.gov.au

Civic Administration Building Church St Dubbo NSW 2830

W dubbo.nsw.gov.au



IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

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

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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

24 Tenancies

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

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

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

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