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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Todd Mason** **66 Orchardtown Road, New Lambton NSW 2305** **Email: toddmason@stonerealestate.com**	**Phone: 0427 480 780**
co-agent	**Stone Real Estate Newcastle** **66 Orchardtown Road, New Lambton NSW 2305** **Email: toddmason@stonerealestate.com.au**	**Ref: Todd Mason**
vendor	**Louise Anne Gleeson and John Alfred Gow** **55A Lockyer Street, Adamstown NSW 2289**	
vendor's solicitor	**Neilson & Co Legal** **45 Maitland Street, Branxton NSW 2335** **PO Box 89, North Rothbury NSW 2335** **Email: kelly@neilsoncolegal.com.au**	**Phone: 02 4909 4857** **Ref: KO:26-269**
date for completion	**42nd day after the contract date** (clause 15)	
land (address, plan details and title reference)	**55A Lockyer Street, Adamstown NSW 2289** **Lot 151 in Deposited Plan 1172973** **Folio Identifier 151/1172973**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	☒ air conditioning	☐ curtains	☒ insect screens	☒ range hood
	☐ blinds	☒ dishwasher	☒ internet/TV receiver	☐ solar panels
	☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
	☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☒ stove
	☒ clothes line	☒ other: Fridge/Freezer, 4 x pot plants on the upstairs balcony, 1 x large ceramic pot in rear garden, garden shed		
exclusions				
purchaser				
purchaser's solicitor				
price	$			
deposit	$	(10% of the price, unless otherwise stated)		
balance	$			
contract date		(if not stated, the date this contract was made)		

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

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

buyer's agent

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

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SIGNING PAGE

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

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Choices

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

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

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

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

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

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: $

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

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

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

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

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

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

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List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location print)
- ☒ 9 sewer lines location diagram (sewer service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☒ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development contract or management statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate (strata)
- ☐ 57 information certificate (association)
- ☐ 58 document relevant to an exclusive supply network
- ☐ 59 disclosure statement - off the plan contract
- ☐ 60 other document relevant to off the plan contract

Other

- ☐ 61

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

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

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

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

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

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

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

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

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requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

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

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

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

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

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

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13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

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

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

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

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

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

● Vendor

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

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

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

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

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

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

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

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

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

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

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

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

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

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

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

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

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

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

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

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

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

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

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

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

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

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

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

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

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

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

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

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

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

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

24 Tenancies

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

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24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

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

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

55A LOWER ST KURNELL NSW 2231

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

55A LOCKYER ST ADAMSTOWN NSW 2289

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SPECIAL CONDITIONS FORMING PART OF THE CONTRACT

Vendor: Louise Anne Gleeson and John Alfred Gow

Property: 55A Lockyer Street, Adamstown NSW | 151/1172973

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1. Alterations in Printed Form

1.1 The Vendor and the Purchaser agree that the clauses of the printed form of the Contract are amended as follows:

1.1.1 Clause 7.1.1 is amended by deleting the words "5% of the price" and substituting the words "1% of the price".

1.1.2 After Clause 10.3 add:
"10.4 For the purposes of this Clause 10 the Vendor discloses all of the material appearing in the copy documents attached to this Contract whether specified on page 4 or not and all material so appearing are deemed to have been disclosed in substance in this Contract".

1.1.3 Clause 14.4.2 is deleted.

1.1.4 Clause 18 is amended by adding the following clause 18.8: "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

1.1.5 Clause 23.9.1 shall be deleted.

1.1.6 Clause 23.13 is amened and replaced with "The Purchaser must obtain a copy of the information Certificate, section 109 or section 184 Certificate under the Strata Schemes Management Act 2015 (NSW), section 174 under the Community Land Management Act 2021 (NSW) in relation to the property at least 7 days before completion and serve it on the Vendor via email".

1.1.7 Clause 23.14 shall be deleted.

2. Claims by the Purchaser

2.1 Notwithstanding the provisions of clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clause 7 and 8 entitling the Vendor to rescind this Contract.

3. Reasonable Notice

3.1 It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform, pursuant to clause 15, fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose, notwithstanding the provisions of clause 21.1.

3.2 It is further agreed between the parties that in circumstances justifying the issue of a Notice to Complete and/or Notice to Perform by the Vendor, then in addition to the balance of the price, the Purchaser shall pay to the Vendor the sum of Four Hundred and Forty Dollars ($440.00) inclusive of GST, as agreed reasonable legal expense incurred by the Vendor as a result of having to issue such Notice.

3.3 The Purchaser's obligation to pay the sum referred to in clause 3.2 hereof is an essential term of this Contract and shall in no way effect, abrogate, limit or inhibit the Vendor's right to take action for recovery of damages that may be suffered by the Vendor as a result of the Purchaser's breach of Contract.

4. Liquidated Damages

4.1 In the event that the Purchaser does not complete this Contract on or before the completion date, and provided the Vendor is ready and willing to complete the Contract,

then the Purchaser shall from that date pay interest on the balance of the Purchaser price at the rate of 10% pa until completion;

4.2 The sum of three hundred dollars ($330.00) inclusive of GST on account of the additional legal fees incurred by the Vendor because of the delay;

4.3 The Purchaser acknowledges that the payment of liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

5. Death, Mental Illness, Liquidation etc

5.1 Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity and this clause not been included, if either party (or if more than one person comprises that first party then any one of them) prior to completion:

5.1.1 Dies or becomes mentally ill, then either party may rescind this Contract by serving written notice on the first party's solicitor and thereupon this Contract will be at an end and the provisions of clause 19 apply; or

5.1.2 Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangements or scheme of arrangements within its creditors, then the first party will be in default under this Contract.

5.2 The Purchaser warrants that the Purchaser has the legal capacity to enter into the Contract.

6. Severability of Conditions

6.1 Each clause, sub-clause and special condition of this Contract is severable from each other clause, sub-clause and special condition and the invalidity or unenforceability of any clause, sub-clause or special condition will not prejudice or affect the validity of enforceability of any other clauses, sub-clause or special condition.

7. Conflicting Terms

7.1 In the event of a conflict between any of these Special Conditions and the standard clauses of the Contract for the Sale of Purchase of Land, these special conditions shall prevail.

8. Purchaser Acknowledgements

8.1 The Purchaser acknowledges to the Vendor that:

8.1.1 The Purchaser relies upon his own inspection and enquiries in relation to the property and not upon any warranties or representations made by or on behalf of the Vendor (except as are expressly set out in this Contract).

8.1.2 The Purchaser is satisfied as to the approved and capable use and condition of the property.

8.1.3 The purchasers acknowledge they are purchasing the property:

8.1.3.1 In its present condition and state of repair including any holes or marks as a result of the removal of picture frames, paintings, hanging mirrors, television brackets, dryer bracts ect;

8.1.3.2 Subject to all defects latent and patent;

8.1.3.3 Subject to any infestations and dilapidation;

8.1.3.4 Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

8.1.3.5 Subject to any non-compliance, that is disclosed herein, with the Local

Government Act or any Ordinance under that Act in respect of any building on the land.

8.1.5 The purchaser acknowledges that he has satisfied themselves by their own inspection and inquiries as to the state of repair condition and nature of the property and of any improvements included with it and that unless otherwise contained in this Contract no warranty representation or undertaking on the part of the Vendor in relation to such property and improvements has been made and no requisition or claim shall be made by the Purchaser in respect of such matters. The Purchaser shall not call upon the Vendor to do any work whatsoever in relation to the said property or any of its improvements.

8.1.6 The Purchaser will not make any requisition, raise any objection or claim any compensation in respect of the relationship of the property to the boundaries and the position of the fencing, if any, on the boundaries of the said land.

8.1.7 The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any inclusions.

9 Condition of Inclusions

9.1 The inclusions listed on the front page of the Contract are included in the purchase and the purchase price. The Purchaser:

9.1.1 acknowledges that none of the inclusions are new;

9.1.2 acknowledges that the Vendor has not made and does not make any representation or warranty as to the state of repair or condition of the inclusions; and

9.1.3 Shall accept the inclusion on the date on which the Purchaser is entitled to possession of the property in their current state of repair and condition, including reasonable fair wear and tear during the Contract period.

10 Deposit

10.1 In the event:

10.1.1 The Purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and

10.1.2 The Purchaser has paid a deposit of less than 10% of the purchase price; and

10.1.3 The Vendor terminates this Agreement;

then the Vendor, as a consideration of accepting less than a 10% deposit, shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less the deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the Contrary. This Clause shall not merge on termination of this agreement.

11 Deposit by Instalments under Cooling Off Period

11.1 Notwithstanding clause 2 of this Contract, if a cooling off period applies to this Contract, the Purchaser may pay the deposit in two (2) instalments as follows:

11.1.1 0.25% of the agreed purchase price to be paid on or before the date of this Contract; and

11.1.2 9.75% of the agreed purchase price to be paid at any time before 5pm on the fifth (5^{th}) business day after the date on which this Contract was made.

11.1.3 If the Purchaser rescinds this Contract during the cooling off period, the Vendor is

entitled to forfeit the amount referred to in clause 11.1.1 in accordance with section 66U of the *Conveyancing Act 1919 (NSW)*, and the deposit holder must refund any additional amounts paid by the Purchaser.

11.1.4 If the Purchaser fails to pay the balance of the deposit by the time specified in clause 11.1.1 and 11.1.2, the Vendor may treat such failure as a default and may exercise any rights available under this Contract or at law, including termination and the right to claim damages.

11.1.5 Time shall be of the essence in respect of the payment of the deposit instalments referred to in this clause.

12 Deposit Bond

12.1 The word bond means the deposit bond issued to the Vendor at the request of the Purchaser by the bond provider.

12.2 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.

12.3 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.

12.4 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.

13 Release of Deposit

13.1 The Purchaser acknowledges that in the event the Vendor wishes to enter into Contract for the purchase of another property the Vendor will require certain deposit money to enable exchange of Contracts to occur. The Purchaser hereby irrevocably authorizes the agent to release sufficient moneys to enable the Vendor to exchange Contracts for the purchase of such property as aforementioned provided such moneys so released are held in the trust account of a Licensed Real Estate Agent or Solicitor.

13.2 The Purchaser and Vendor agree that provision of this special condition to the deposit holder will be sufficient authority for the deposit holder to release the deposit in accordance with 13.1.

14 Release of Deposit for Settlement

14.1 If the Vendor (or any one of the Vendors) requires the deposit or any part of it to complete a simultaneous purchase or to pay sale costs on the date for completion, the Purchaser's representative agrees to authorize the deposit holder to transfer the deposit into the trust account of the Vendor's representative for the Vendor's to use at completion.

14.2 The Purchaser and Vendor agree that provision of this special condition to the deposit holder will be sufficient authority for the deposit holder to release the deposit in accordance with 14.1.

15 Warranty as to Real Estate

15.1 The Purchaser warrants that he has not been introduced to the property by any Real Estate or Commissioned Agent other than the Vendor's Agents (if any) and the Purchaser shall indemnify and save harmless the Vendor against any claims, suits, actions or demands for commission (including any costs or expenses of defending or compromising same) made or brought by any Real Estate or Commissioned Agents other than the Vendor's agent (if

any) arising from any such introduction in breach of this Warranty and this clause shall not merge on completion date hereof. The Vendor warrants that there is no sole agency agreement in effect with any agent other than the Vendor's Agents (if any).

16 Requisitions on Title

16.1 The Requisitions on Title attached to this Contract are taken to have been served on both parties upon exchange of Contracts.

17 Limited Title

17.1 This condition is applicable if the title of the subject property is Torrens Title subject to a limitation pursuant to Section 28T(4) of the Real Property Act 1900, which relates to the boundaries of the land. The Purchaser shall not make any requisition, objection or claim for compensation, nor have any right of rescission in respect of the limitation, nor shall the Purchaser require the Vendor to provide an abstract or prove prior old system title in relation thereto.

18 Electronic Signatures

18.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument.

18.2 Execution by the parties of the Contract by email or electronically via DocuSign (or equivalent encryption software) and transmission of the executed Contract by either of those means shall constitute a valid and binding execution of this Contract by such part or parties. For the purpose of the Electronic Transaction Act 1999 (CTH) and Electronic Transactions Act 2000 (NSW), each party consents to receiving and sending the Contract electronically.

18.3 The Purchaser acknowledges and agrees that an original 'ink' signed copy of the Vendor's signed Contract will not be provided.

18.4 The parties further agree that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate to rescind this Contract or delay the completion of this Contract due to any matter disclosed in this Special Condition.

19 Error in Adjustment of Outgoings

19.1 Should any apportionment of outgoings required to be made under this Contract, be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that, upon being so requested by the other party, that the correct calculation be made and paid to the party to whom it is payable by the party liable for the payment. This clause shall not merge on completion of this Contract.

20 Sewer Diagram

20.1 The Vendor discloses, and the Purchaser specifically acknowledges, that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property.

20.2 The parties acknowledge and agree that where the property is within the area serviced by Hunter Water Corporation (HWC). HWC does not make Sewer Lines Location Diagrams available in the ordinary course of administration. The Purchaser agrees that they shall not make any requisition, objection or claim (whether for compensation or not), nor claim any right to terminate or rescind this Contract or delay the completion of this Contract due to the matter disclosed in this Special Condition.

20.3 The Purchaser accepts this diagram and shall make their own inquiries in relation to the

services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition, or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

21 Swimming Pool

21.1 The Vendor does not warrant that any swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed under that Act or any other Act or Regulations relating to Swimming Pools all of which are referred to as the 'Swimming Pool Legislation".

21.2 The Purchaser shall not be entitled to make an objection, requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing do not comply with the provisions of the Swimming pool Legislation.

21.3 Clause 11.1 of the Contract is amended to the extent that it is the Purchaser who shall comply with any Notice or Order made by the Local Council or other Statutory Authority relating to the swimming pool and swimming pool fencing whether or not such Notice was given, or Order was made prior to or after the date hereof.

22 Extension(s) to Cooling Off Period and/or Subject to Finance Clause

22.1 If a cooling off period or subject to finance period applies to this Contract then on request for extension and each subsequent occasions that the Purchaser requests an extension thereof and the request is granted by a the Vendor the Purchaser must on completion pay a further sum of Two Hundred and Twenty Dollars ($220.00) inclusive of GST for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s) for each extension granted. These fees are agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. The payment of this fee is an essential term of the completion of this Contract.

22.2 Should the Contract be rescinded then the above fees will fall payable immediately by the Purchaser to the Vendor's solicitor/conveyancer on demand in writing or the Notice of Rescission will be considered null and void and Contracts binding. This is an essential term of the Contract.

23 Guarantee & Indemnity

23.1 In the event that the Purchaser is a Company, it is an essential condition of this Contract that all Directors of the Purchaser execute the Guarantee in this special condition Clause.

23.2 In consideration of the Vendor Contracting with the corporate Purchaser, _____ and _____ ("the guarantors") as evidenced by the Guarantors' execution hereof, hereby jointly and severally guarantee to the Vendor the due performance and observance by the Purchaser of all of the terms and conditions in this Contract it is agreed and declared by the Guarantors that the Guarantors do jointly and severally covenant with the Vendor that the Guarantors guarantee the due performance and observance by the Purchaser of the terms and conditions contained in the subject Contract and if the Purchaser shall default in completing the purchase or fail to observe the terms and conditions contained the Vendor shall be entitled to claim as a debt from the Guarantors and recover the balance purchase price and adjustments due to the Vendor on completion of the sale together with interest calculated in accordance with clause 4.5 of the Special Conditions of this Contract.

SIGNED by

The Guarantor(s) _____

in the presence of:

The Witness

Signature of Witness _____

Print Name of Witness _____

RESIDENTIAL PROPERTY REQUISITIONS
ON TITLE

Vendor: **Louise Anne Gleeson and John Alfred Gow**

Purchaser:

Property: **55A Lockyer Street, Adamstown NSW 2289**

Dated: **1 July 2026**

Possession and tenancies

1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the property or any part of it?
3. a What are the nature and provisions of any tenancy or occupancy?
   b. If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   c. Please specify any existing breaches.
   d. All rent should be paid up to or beyond the date of completion.
   e. Please provide details of any bond together with the Rental Bond Board's reference number.
   f. If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
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 or writ must be discharged, withdrawn or cancelled as the case may be or, in the case of a mortgage or caveat, 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 and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15. a. Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
    b. Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
    c. Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    d. Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
    e. In respect of any residential building work carried out in the last 7 years:
    (i).please identify the building work carried out;
    (ii).when was the building work completed?
    (iii).please state the builder's name and licence number;
    (iv).please provide details of insurance under the *Home Building Act 1989*.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the 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 and 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. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

28. The purchaser reserves the right to make further requisitions prior to completion.

29. 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.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 151/1172973

SEARCH DATE	TIME	EDITION NO	DATE
1/7/2026	12:13 PM	3	6/12/2018

LAND

LOT 151 IN DEPOSITED PLAN 1172973
AT ADAMSTOWN
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1172973

FIRST SCHEDULE

JOHN ALFRED GOW
LOUISE ANNE GLEESON
AS JOINT TENANTS (T AN910899)

SECOND SCHEDULE (10 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 QUALIFIED TITLE. CAUTION PURSUANT TO SECTION 28J OF THE REAL PROPERTY ACT, 1900. ENTERED 18.04.2005 BK 2003 NO 616
3 BK 1641 NO 469 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
4 DP1172973 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
5 DP1172973 EASEMENT FOR SUPPORT 0.3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
6 DP1172973 EASEMENT FOR OVERHANG 0.85 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
7 DP1172973 EASEMENT FOR OVERHANG 0.82 & 0.97 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1172973 EASEMENT TO DRAIN ROOF WATER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
9 DP1172973 EASEMENT TO DRAIN ROOF WATER APPURTENANT TO THE LAND ABOVE DESCRIBED
10 AN910900 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

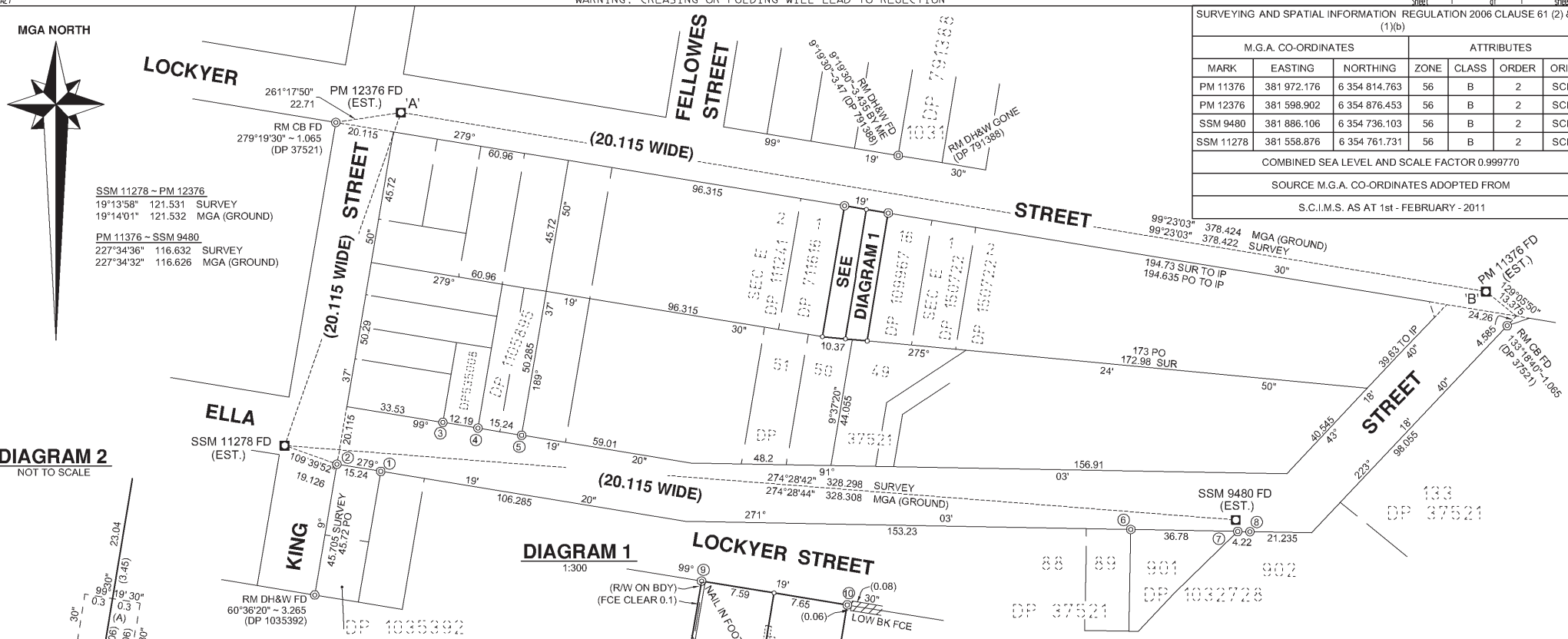
26-269... PRINTED ON 1/7/2026

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

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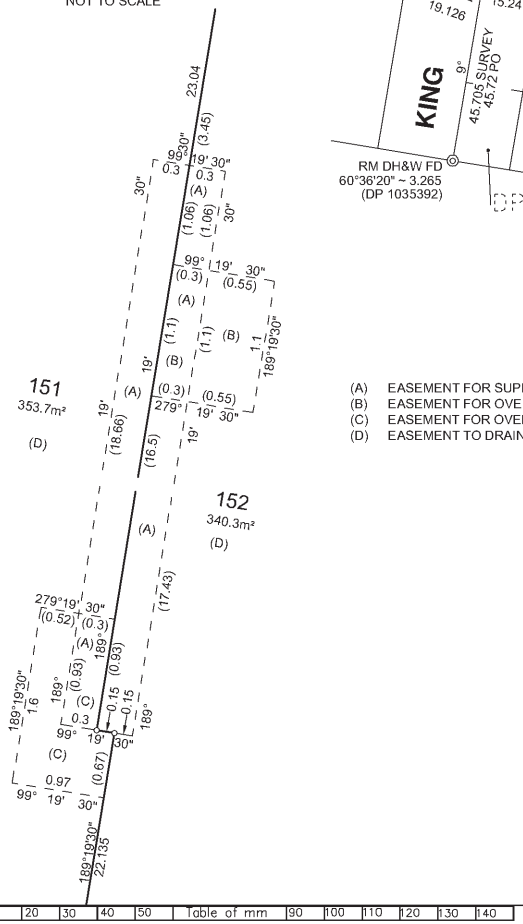
Received: 01/07/2026 12:13:04

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION ePlan Sheet 1 of 1 sheets



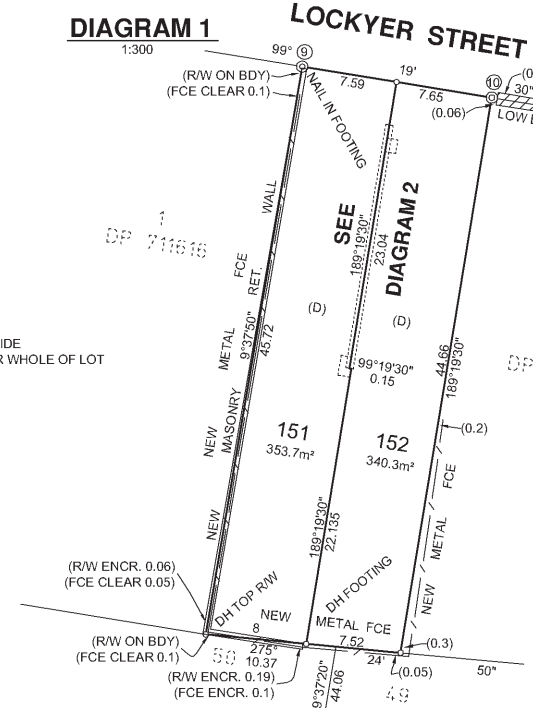
SURVEYING AND SPATIAL INFORMATION REGULATION 2006 CLAUSE 61 (2) & 35 (1)(b)						
M.G.A. CO-ORDINATES			ATTRIBUTES			
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	ORIGIN
PM 11376	381 972.176	6 354 814.763	56	B	2	SCIMS
PM 12376	381 598.902	6 354 876.453	56	B	2	SCIMS
SSM 9480	381 886.106	6 354 736.103	56	B	2	SCIMS
SSM 11278	381 558.876	6 354 761.731	56	B	2	SCIMS
COMBINED SEA LEVEL AND SCALE FACTOR 0.999770						
SOURCE M.G.A. CO-ORDINATES ADOPTED FROM						
S.C.I.M.S. AS AT 1st - FEBRUARY - 2011						

DIAGRAM 2
NOT TO SCALE



(A) EASEMENT FOR SUPPORT 0.3 WIDE
(B) EASEMENT FOR OVERHANG 0.85 WIDE
(C) EASEMENT FOR OVERHANG 0.82 & 0.97 WIDE
(D) EASEMENT TO DRAIN ROOF WATER OVER WHOLE OF LOT

DIAGRAM 1
1:300



PM 12376 ~ ⑨ 101°54'30" 155.96
PM 11376 ~ ⑩ 277°29'30" 207.485

REFERENCE MARK TABLE				
No.	TYPE	BEARING	DISTANCE	REFERENCE
1	RM DH&W FD	189°37'50"	3.635	DP 1105895
2	RM DH&W FD	189°37'50"	3.635	DP 1105895
3	RM DH&W FD	9°37'20"	3.605	DP 535008
4	RM DH&W FD	9°33'15"	3.635	DP 1105895
5	RM DH&W FD	13°30'	3.605	DP 1105895
6	RM DH&W FD	181°3'	3.74	DP 1032728
7	RM SSM9480 FD	171°05'	4.015	DP 1032728
8	RM DH&W FD	225°43'	5.26	DP 1032728
9	RM DH&W	195°11'	3.455	
10	RM DH&W	193°07'	3.46	

Surveyor : ADAM JOHN McCAULL
Date of Survey : 24/01/2011
Surveyor's Ref : 4837 DP-V1

PLAN OF SUBDIVISION OF LOT 15 DP 109967

LGA: NEWCASTLE
Locality : ADAMSTOWN
Subdivision No: 8484
Lengths are in metres. Reduction Ratio 1: 1000

Registered 23.2.2012

DP1172973

0 10 20 30 40 50 Table of mm 90 100 110 120 130 140

Req:R292668 /Doc:DP 1172973 P /Rev:23-Feb-2012 /Sts:SC.OK /Pgs:ALL /Prt:19-Sep-2018 10:54 /Seq:1 of 2
Ref:Walker1506 /Src:M

Req:R292668 /Doc:DP 1172973 P /Rev:23-Feb-2012 /Sts:SC.OK /Pgs:ALL /Prt:19-Sep-2018 10:54 /Seq:2 of 2
Ref:Walker1506 /Src:M

DP1172973

02 NOV 2011

PLAN FORM 6 **WARNING: Creasing or folding will lead to rejection** ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT IT IS INTENDED TO CREATE:

1. EASEMENT FOR SUPPORT 0.3 WIDE
2. EASEMENT FOR OVERHANG 0.85 WIDE
3. EASEMENT FOR OVERHANG 0.82 WIDE & 0.97 WIDE
4. EASEMENT TO DRAIN ROOF WATER OVER WHOLE OF LOT

Walker

SIGNED on behalf of Newcastle Permanent Building Society Limited ABN 96 087 651 992 By its Attorney under Power of Attorney Registered Book 4390 Number 164 of which at the date of execution hereof, I have no notice of the revocation thereof.

M Moore. MARGARET JEAN MOORE
MANAGER SECURITIES DEPARTMENT - Attorney

Witness
Witness Name KYLLIE MARIE HODGETTS
307 King Street Newcastle West

If space is insufficient use PLAN FORM 6A annexure sheet

Crown Lands NSW/Western Lands Office Approval

I.....in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown herein have been given

Signature: .....
Date: .....
File Number: .....
Office: .....

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed ..Subdivision..... set out herein
(insert 'subdivision' or 'new road')

G Manfield
.....
* Authorised Person/*~~General Manager~~/*~~Accredited Certifier~~

Consent Authority: ..The City of Newcastle
Date of Endorsement: 1 November 2011
~~Accreditation no:~~ .....
Subdivision Certificate no: ..8484.....
File no: 10/..0645.....

* Strike through inapplicable parts.

Office Use Only

DP1172973

Office Use Only

Registered: 23.2.2012
Title System: TORRENS
Purpose: SUBDIVISION

PLAN OF SUBDIVISION OF LOT 15 DP 109967

LGA: NEWCASTLE
Locality: ADAMSTOWN
Parish: NEWCASTLE
County: NORTHUMBERLAND

Survey Certificate

I, ADAM JOHN McCAULL
of LE MOTTEE GROUP PTY LIMITED
PO BOX 363, RAYMOND TERRACE, NSW 2324
a surveyor registered under the Surveying and Spatial Information Act, 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation, 2006 and was completed on: 24/01/2011

The survey relates to LOTS 151 & 152 ONLY

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature A.McCaull Dated: 11-02-2011
Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: ..'A' ~'B'.....
Type: Urban/~~Rural~~

Plans used in the preparation of survey/compilation

DP 109967	DP 792388	DP 37521
DP 1035392	DP 535008	
DP 1105895	DP 1032728	

If space is insufficient use PLAN FORM 6A annexure sheet

Surveyor's Reference: 4837 DP-V1

ePlan

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in metres

PLAN DP1172973

Subdivision of Lot 15 DP 109967 covered by Subdivision Certificate No.

Full Name and Address of Proprietor of Land

Tina Lee Walker of 55 Lockyer Street, Adamstown, NSW 2289

PART 1

Number of Item shown in The intention Panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened Lot(s) or Parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	**Easement for Support 0.3 Wide**	**151** **152**	**152** **151**
2	**Easement for Overhang 0.85 Wide**	**152**	**151**
3	**Easement for Overhang 0.82 & 0.97 Wide**	**151**	**152**
4	**Easement to Drain Roof Water over Whole of Lot**	**151** **152**	**152** **151**

PART 2

Terms of easement, profit a prendre, restriction or positive covenant numbered 1 in the plan.

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment to use the wall of the building already erected or to be erected on the servient tenement in such a manner that the building already erected or to be erected on the dominant tenement shall have proper and adequate support but only for such time as both buildings exist, and if it is subsequently necessary to demolish either building then the registered proprietor for the time being of the dominant tenement agrees that if the building already erected or to be erected on the servient tenement ever is demolished or falls into such a condition that proper and adequate support cannot be maintained then they will erect or cause to be erected at their own expense sufficient independent means of support lying entirely within the dominant tenement provided that such independent means of support are not attached in any manner whatsoever to any part of any building which is or may be erected from time to time on the servient tenement, and the registered proprietor for the time being of the dominant tenement further agrees that it will be their responsibility to ensure that such independent means of support satisfy all requirements of any statutory authority which may or may not be deemed from time to time to have

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in metres

the requisite jurisdiction, and the registered proprietor for the time being of the dominant tenement further agrees that they will not do or suffer to be done any act which will, or is likely to damage, impair or deface in any manner whatsoever the wall of the building erected on the servient tenement and that in the event of such an act occurring he will restore that wall at their own expense in a proper workmanlike manner as nearly as practicable to its original condition.

Terms of easement, profit a prendre, restriction or positive covenant numbered 4 in the plan.

1.1 The owner of the lot benefited may:
- (a) Discharge stormwater from roof surfaces onto or through the lot burdened but only within the site of this easement; and
- (b) Do anything reasonably necessary for that purpose including:
  - i) entering the lot burdened.
  - ii) taking anything onto the lot burdened.
  - iii) carry out works such as maintaining existing structures, repairing, replacing gutter downpipes and drainage pipes.
- (c) Nothing in this clause allows additional structures to be provided without the written consent of the owner of the lot burdened being first obtained.

1.2 In exercising these powers, the owner of the lot benefited must:
- (a) ensure all work is done properly.
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened.
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it.
- (d) restore the lot burdened as nearly as practicable to its former condition.
- (e) make good any collateral damage.

1.3 The owner of the lot burdened may insist that this easement be extinguished when the structure on the lot benefited is removed.

1.4 For the purposes of this easement the existing roof, roof gutters, gutter downpipes and stormwater pipes are the only structures which are covered by the above clauses.

DP1172973

Instrument setting out terms of Easements or Profits a Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919.

Lengths are in metres

The Authority having the right to release, vary, modify or enforce the restriction or positive covenant numbered 1 to 4 inclusive in the plan is Newcastle City Council.

Signed..... Walker .....
Tina Lee Walker

Witnessed: T Parry

Name & Address of Witness: TRUDY PARRY
2. DARVALL ST
CARRINGTON.

Signed..... G. Manuel .....
Authorised Person on Behalf of Newcastle City Council

The City of Newcastle

SIGNED on behalf of Newcastle Permanent Building Society Limited ABN 96 087 651 992 By its Attorney under Power of Attorney Registered Book 4390 Number 164 of which at the date of execution hereof, I have no notice of the revocation thereof.

MANAGER SECURITIES DEPARTMENT MARGARET JEAN MOORE Attorney

Witness

Witness Name KYLIE MARIE HODGETTS
307 King Street Newcastle West

REGISTERED 23.2.2012

Req:R292676 /Doc:BK 2003-616 no /Rev:12-Apr-2016 /Sts:OK.OK /Prt:19-Sep-2018 10:54 /Seq:1 of 2
Ref:Walker1506 /Src:M

Conveyance No. 616 Book 2003

Ad Valorem duty paid £3.0.0 N.S.W. Stamp Duties Office

New South Wales Stamp Duty Five Shillings. G 26.11.46 C.

New South Wales Stamp Duty Duly stamped. G. 26.11. 46 C.

THIS DEED made the Nineteenth day of November One thousand nine hundred and forty six BETWEEN HAROLD GOW of Hamilton in the State of New South Wales Retired Managing Law Clerk (hereinafter called Vendor) of the one part and FREDERICK WALTER FARMER of Adamstown in the said State Fitter and MABEL AMY FARMER his Wife (hereinafter called Purchasers) of the other part WHEREAS the Vendor is seised in fee simple in possession free from encumbrances of the land and hereditaments hereinafter described and has agreed with the Purchasers for the absolute sale of the same to them for the sum of TWO HUNDRED AND FIFTEEN POUNDS (£215.0.0) NOW THIS DEED WITNESSETH that in pursuance of the said agreement and in consideration of the sum of Two hundred and fifteen pounds (£215) now paid by the Purchasers to the Vendor (the receipt whereof is hereby acknowledged) the Vendor as beneficial owner DOTH HEREBY convey unto the Purchasers in fee simple as joint tenants ALL THAT piece or parcel of land situate at Merewether in the Parish of Newcastle County of Northumberland State of New South Wales containing by admeasurement 27.3 poles be the said dimensions a little more or less being Lot 15 Section E of the Merewether West Township which is a subdivision of parts of James Mitchell's 950 acres grant and A.W. Scott's 456 acres grant Commencing at a point on the southern side of Lockyer Street distant 618 feet 9 inches from its intersection with the south western side of James Street and bounded thence towards the east by Lot 16 being a line bearing 180 degrees 29¼ minutes 146 feet 7¼ thence towards the south east by a line bearing 266 degrees 35 minutes 50 feet 10¾ inches thence towards the west by Lot 1 being a line bearing 0 degrees 47¼ minutes 150 feet 0 inches to Lockyer Street and thence towards the north by part of the southern side of that Street being a line bearing 90 degrees 29¼ minutes 50 feet 0 inches to the point of commencement SAVE AND EXCEPT all mines and minerals therein AND SUBJECT to the agreement and declaration set out in Conveyance bearing date the Ninth day of May One thousand nine hundred and thirty two made between William David Mitchell Merewether and Edward Robert Hickson Merewether the Trustees of the Will of Edward Christopher Merewether deceased of the one part and the Vendor of the other part Registered Number 469 Book 1641.

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore mentioned

SIGNED SEALED AND DELIVERED by the said HAROLD GOW in the presence of:) Harold Gow.

Harold J. Lane,
Managing Clerk to
BRAYE CRAGG COHEN & CHAPMAN.
Solicitors. Newcastle.

JOYCE ELLEN DAVIES of 54 Bridge Street Waratah near Newcastle in the State of New South Wales Clerk to Messrs. Braye Cragg Cohen & Chapman of Newcastle aforesaid Solicitors being duly sworn makes oath and says that the writing contained above has been compared by me with the original Conveyance and is a true copy thereof.

Sworn by the abovenamed Deponent at Newcastle this third day of December 1946. Before me:) J E Davies

Harold J Lane J.P.

A JUSTICE OF THE PEACE.

RECEIVED into the Registration of Deeds Office at Sydney this tenth day of December One thousand nine hundred and forty six at five minutes past ten o'clock in the fore noon from
Mary Fleming Clerk to Braye & Malcomson Solicitors. Sydney.

C A Sainbury

DEPUTY REGISTRAR.

Mabel A. Farmer

Req:R292676 /Doc:BK 2003-616 no /Rev:12-Apr-2016 /Sts:OK.OK /Prt:19-Sep-2018 10:54 /Seq:2 of 2
Ref:Walker1506 /Src:M

Req:R292680 /Doc:BK 1641-469 no /Rev:24-Jun-2016 /Sts:OK.OK /Prt:19-Sep-2018 10:54 /Seq:1 of 2
Ref:Walker1506 /Src:M

H Gow

No. 469 Book 1641. Conveyance

New South Wales Stamp Duty. Ten Shillings Duty Stamped 18/5/32

1, 9 MAY 1932

This Deed

made the Ninth day of May

One thousand nine hundred and thirty two BETWEEN

WILLIAM DAVID MITCHELL MEREWETHER of Sydney in the State of New South Wales Barrister-at-Law and EDWARD ROBERT HICKSON MEREWETHER of Merewether in the said State Architect Trustees of the Will of Edward Christopher Merewether deceased (hereinafter called Vendors) of the one part and Harold Gow of Hamilton in the State aforesaid Managing Law Clerk (hereinafter called Purchaser) of the other part

WITNESSETH that in consideration of the sum of Seventy Five pounds Sterling ---------- (£ 75/ -/ -) paid by the Purchaser to the Vendors (the receipt whereof is hereby acknowledged) THEY the said Vendors as such Trustees as aforesaid DO HEREBY CONVEY unto the Purchaser in fee simple ALL THAT Piece or parcel of land mentioned in the First Schedule hereto EXCEPTING thereout and always reserving unto the Vendors their heirs or assigns all mines veins and seams of coal and all other mines and minerals lying and being within or under the land hereby conveyed (which mines veins and seams of coal and other mines and minerals are hereinafter referred to as the excepted premises) TOGETHER WITH full and free liberty for the Vendors their heirs and assigns and all lessees and other persons claiming or to claim under the Vendors their heirs or assigns or under any predecessor in title of the Vendors and all persons acting by the authority or permission of the Vendors their heirs or assigns or of any such lessee or other person claiming or to claim as aforesaid already given or hereafter to be given without entering on the surface of the land hereby conveyed but at any time and from time to time to search for win work get raise take away and dispose of the excepted premises and also all mines veins and seams of coal and other mines and minerals adjoining the excepted premises or any part thereof and with or without leaving any support to the surface of the land hereby conveyed and whether such surface shall or shall not by any subsidence thereof or otherwise be depressed lowered damaged or destroyed and to make maintain and use any water-courses ways and other works under the land hereby conveyed or any part thereof as the Vendors or other persons availing themselves of the powers hereby conferred shall think proper they the Vendors their heirs and assigns and such Lessees and other persons as aforesaid not being in any manner liable or responsible for any depression subsidence damage or injury whatsoever which shall or may be caused or occasioned to the surface of the land hereby conveyed or to any erection building engine machinery or thing of any description now being or growing or hereafter to be or grow upon the land hereby conveyed by the exercise of any right hereby conferred AND it is hereby agreed and declared by the parties hereto that the land to which the benefit of the easement hereby created is appurtenant consists of the excepted premises and all mines veins and seams of coal and other mines and minerals lying and being within or under the land to which the Order dated Fifth day of May 1910 mentioned in the Second Schedule hereto relates and adjoining the excepted premises and now vested in the Vendors for an estate in fee simple and that the land which is subject to the burden of the easement hereby created is the land hereby conveyed AND the said Vendors do hereby convenant and produce the deeds and documents specified in the Second Schedule hereto.

IN WITNESS whereof the parties hereto have hereunder set their hands and seals the day and year first hereinbefore written.

THE FIRST SCHEDULE HERINBEFORE REFERRED TO.

All that piece or parcel of Land situate at Merewether in the Parish of Newcastle County of Northumberland State of New South Wales containing by admeasurement 27.3 poles be the said dimensions a little more or less being Lot 15 Section E of the Merewether West Township which is a Subdivision of parts of JAMES MITCHELL'S 950 acres grant and A.W.SCOTT'S 456 acres grant Commencing at a point on the southern side of Lockyer Street distant 618 feet 9 inches from its intersection with the southwestern side of James Street and bounded thence towards the east by Lot 16 being a line bearing 180 degrees 29¼ minutes 146 feet 7¼ inches thence towards the southeast by a line bearing 266 degrees 35 minutes 50 feet 10¾ inches thence towards the west by Lot 1 being a line bearing 0 degrees 47¼ minutes 150 feet 0 inches to Lockyer Street and thence towards the north by part of the southern side of that Street being a line bearing 90 degrees 29¼ minutes 50 feet 0 inches to the point of commencement ----------

Edw R Merewether

Req:R292680 /Doc:BK 1641-469 no /Rev:24-Jun-2016 /Sts:OK.OK /Prt:19-Sep-2018 10:54 /Seq:2 of 2
Ref:Walker1506 /Src:M

THE SECOND SCHEDULE HEREINBEFORE REFERRED TO.

1872 25th May	DEED OF PARTITION and CONVEYANCE made between David Scott Mitchell and another first part David Scott Mitchell second part Edward Christopher Merewether and another third part Charles James Stevens fourth part William Bell Quigley and another fifth part James Norton sixth part Registered Number 712 Book 130 re-registered Number 354 Book 144.
1872 27th May	INDENTURE OF MORTGAGE Edward Christopher Merewether to William Oswald Gilchrist and another Registered Number 713 Book 130.
1873 3rd February	ACKNOWLEDGMENT endorsed on Mortgage Registered Number 713 Book 130 William Oswald Gilchrist and another to Edward Christopher Merewether.
1874 24th November	ACKNOWLEDGMENT endorsed on Mortgage Registered Number 713 Book 130 William Oswald Gilchrist and another to Edward Christopher Merewether.
1876 17th August	ACKNOWLEDGMENT endorsed on Mortgage Registered Number 713 Book 130 William Oswald Gilchrist and another to Edward Christopher Merewether.
1872 1st June	INDENTURE OF MORTGAGE Edward Christopher Merewether to David Scott Mitchell Registered Number 6 Book 131.
1874 26th June	STATUTORY ACKNOWLEDGMENT David Scott Mitchell to Edward Christopher Merewether Registered Number 144 Book 143.
1879 1st May	RECONVEYANCE William Oswald Gilchrist to Edward Christopher Merewether Registered Number 592 Book 190.
1882 17th April	MORTGAGE Edward Christopher Merewether to Fitzwilliam Wentworth Registered Number 347 Book 243.
1887 1st April	RECONVEYANCE Fitzwilliam Wentworth to Edward Christopher Merewether Registered Number 436 Book 361.
1888 12th September	MORTGAGE Edward Christopher Merewether to the Honourable William Macleay Registered Number 864 Book 396.
1888 5th December	TRANSFER OF MORTGAGE The Hon. William Macleay to The Linnean Society of New South Wales Registered Number 518 Book 455.
1891 23rd September	MEMORANDUM OF AGREEMENT endorsed upon Transfer of Mortgage Registered Number 518 Book 455 The Linnean Society of New South Wales with Edward Christopher Merewether.
1893 30th August	RECONVEYANCE The Linnean Society of New South Wales to Edward Christopher Merewether Registered Number 172 Book 522.
1893 14th December	PROBATE of the Will and four Codicils thereto of Edward Christopher Merewether deceased Number 6004.
1910 5th May	ORDER UPON PETITION in the Supreme Court of New South Wales in Equity Number 3593 of 1910 passed 20th May 1910.
1916 11th October	INDENTURE appointing new Trustee Augusta Maria Merewether and Edward Alworth Mitchell Merewether with William David Mitchell Merewether Registered Number 761 Book 1093.
1922 28th April	RETIREMENT of Augusta Maria Merewether as Trustee of Will of Edward Christopher Merewether deceased Registered Number 341 Book 1258.
1924 3rd December	APPOINTMENT of New Trustee William David Mitchell Merewether of the first part and Edward Robert Hickson Merewether of the second part Registered Number 893 Book 1368.

Signed Sealed and Delivered by the said **William David Mitchell Merewether** in the presence of B.E.Drew J.P. Merewether — W.D.M. Merewether L.S.

And by the said **Edward Robert Hickson Merewether** in the presence of B.E.Drew J.P. — Edw. R.H. Merewether L.S.

And by the said Harold Gow — Harold Gow L.S.

in the presence of Jessie D.Towler, Clerk to Braye Cragg & Cohen Solrs. Newcastle.

SYDNEY TO WIT

I, I,Jessie,Dell Towler of 6 Murray Street Hamilton in the State of New South Wales Clerk to Braye,Cragg & Cohen of Newcastle Solicitors being duly sworn make oath and say That the writing contained herein is a true copy of the original the same having been examined therewith by me.

SWORN by the Deponent this Fourteenth day of May 1932 at Sydney Newcastle — Jessie D. Towler

Before me

A Justice of the Peace / ~~Deputy Registrar~~

RECEIVED into the Registrar-General's Office at Sydney this Nineteenth day of May 1932 at fifteen minutes past three o'clock in the after noon from ~~the said~~ Francis William Morris Clerk to Reed Kenyon & Turner of Sydney Law Stationers.

Deputy Registrar

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack

Certificate No: PL2026/04173

Your Reference:

Date of Issue: 01 July 2026

The Land: Lot 151 DP 1172973
55A Lockyer Street Adamstown NSW 2289

Advice provided on this Certificate:

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

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

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

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

All information provided is correct as at 1/07/2026. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

City of Newcastle

PO Box 489
NEWCASTLE NSW 2300

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

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

Office hours:
Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

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

1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

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

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

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

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

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

Planning Proposals for Local Environmental Plans and Draft Development Control Plans

Draft Development Control Plan 2023 applies to this land.

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

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

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

Zone R2 Low Density Residential

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

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

Zone R2 Low Density Residential

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

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

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

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

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

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

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

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

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

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.12 Development Contributions Plan:

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

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

Section 7.11 Development Contributions Plan:

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

Section 7.24 Housing and Productivity Contribution:

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

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

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

Section 7.32 Affordable Housing Contributions Scheme:

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

4. Complying development

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

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

State Heritage Register
The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

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

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

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

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

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

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

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

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

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

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

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

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

Foreshore area
The land is NOT in a foreshore area.

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

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

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

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

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

5. Exempt development

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

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

Area of Declared Critical Habitat

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

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

Listed on the State Heritage Register
The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

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

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

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

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

9. Flood related development controls

9(1) The land or part of the land is not within the flood planning area for local catchment flooding and subject to flood related development controls.

9(2) The land or part of the land is not between the flood planning area for local catchment flooding and the probable maximum flood (PMF) and subject to flood related development controls.

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

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

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

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

Land Contamination

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

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

11. Bush fire prone land

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

12. Loose-fill asbestos insulation

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

13. Mine Subsidence

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

14. Paper subdivision information

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

15. Property vegetation plans

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

16. Biodiversity stewardship sites

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

17. Biodiversity certified land

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

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

CN HAS NOT been notified that an order has been made under the Trees (Disputes between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

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

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

20. Western Sydney Aerotropolis

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

21. Development consent conditions for seniors housing

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

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

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

23. Water or sewerage services

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

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

24. Special Entertainment Precinct

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

25. Interim development in future infrastructure corridors

The land is NOT AFFECTED by a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under section 4.7A of State Environmental Planning Policy (Transport and Infrastructure) 2021.

26. Matters prescribed under the Contaminated Land Management Act 1997

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

Issued without alterations or additions, 01/07/26
Authorised by

Jeremy Bath
CHIEF EXECUTIVE OFFICER

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM

Enquiries: 1300 657 657

APPLICANT'S DETAILS

N
W E
S

InfoTrack
55A LOCKYER
ADAMSTOWN NSW

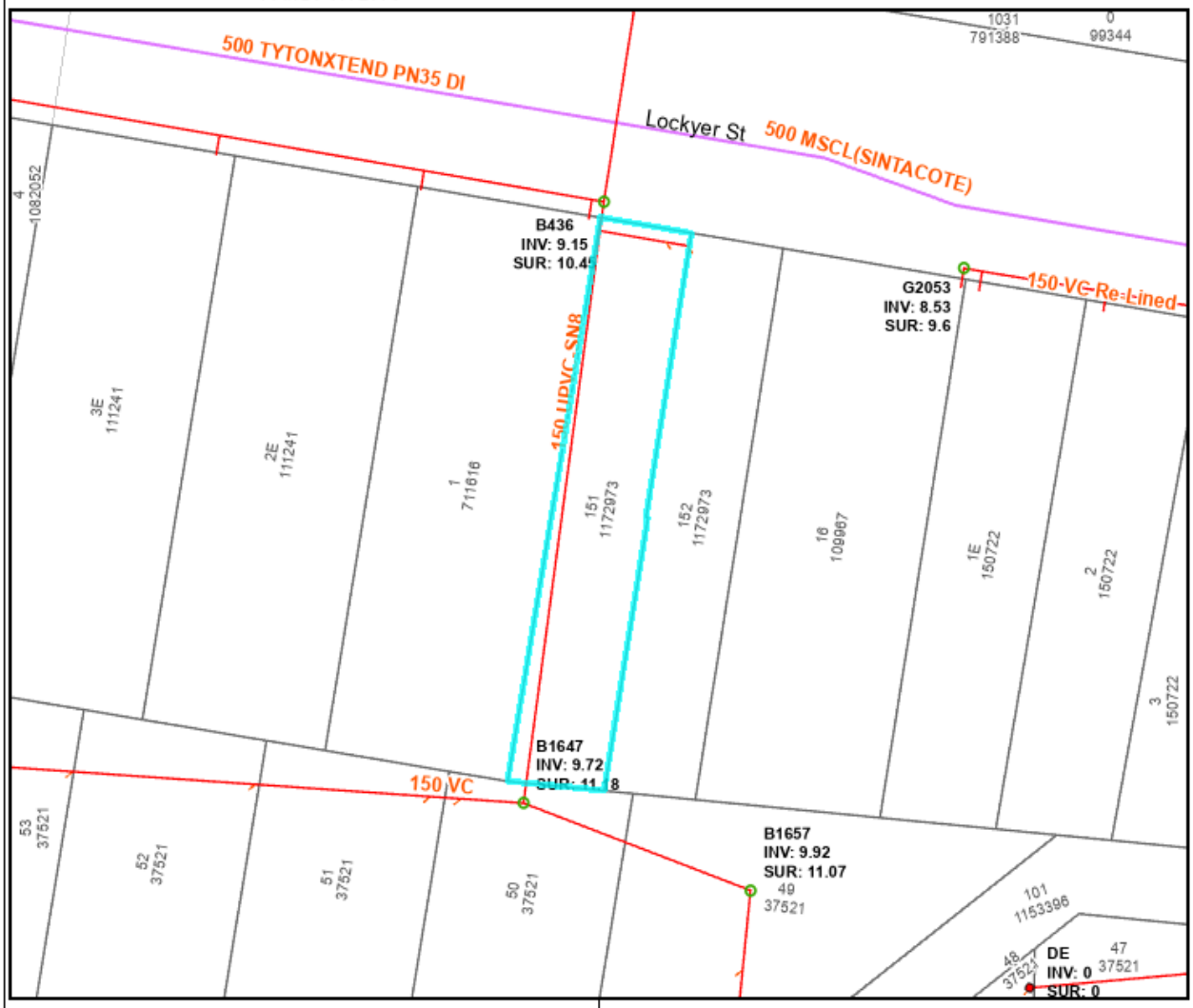
APPLICATION NO.: *2894133*

APPLICANT REF: *M 26-269*

RATEABLE PREMISE NO.: *4010310106*

PROPERTY ADDRESS: *55A LOCKYER ST ADAMSTOWN 2289*

LOT/SECTION/DP:SP: *151//DP1172973*



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

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

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

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

Date: 14/07/2026

Scale at A4: 1:500

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

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

BCA Certifiers Australia Pty Ltd
PO Box 197 Charlestown NSW 2290
Phone: 02 49431755 Fax: 02 49433845
Email: admin@bcacertifiers.com.au

FINAL OCCUPATION CERTIFICATE

Issued under the Environmental Planning & Assessment Act 1979 Sections 109C (1) (c) and 109H & 109I and the Environmental Planning & Assessment Regulation 2000 – Part 8, Division 3.

CERTIFICATE NO.	CN140038
Date of Certificate:	16/05/2014
Details of Building (or part):	Erection of Detached Cabana, Spa Pool and Retaining Walls
BCA Classification:	10a/10b

APPLICANT

Name:	Tina Walker
Address:	55a Lockyer Street Adamstown NSW 2289
Phone:	0427 632 713
Email:	tlb.walker@gmail.com

PROPERTY

Address:	55a Lockyer Street Adamstown NSW 2289
Lot/Sec/DP:	Lot 151 DP 1172973

APPROVALS

DA No.	2013/1160
DA Approval Date:	15 November 2013
Consent Authority:	Newcastle City Council
CC No.	CN140038
CC Approval Date:	05/02/2014
Certifying Authority:	Glenn Levick of BCA Certifiers P/L

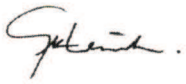
OC No. CN140038

CERTIFICATION

Glenn Levick of BCA Certifiers Australia Pty Ltd
certifies that:

- A current Development Consent is in force for the building;
- A current Construction Certificate has been issued with respect to the plans & specifications for the building;
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia;

CERTIFYING AUTHORITY

Name:	Glenn Levick
Accreditation Body:	Building Professionals Board
Accreditation No.	BPB0227
Signature:	

ATTACHMENTS

- Nil