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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate Newcastle 66 Orchardtown Road New Lambton NSW 2305	**phone**: (02) 4952 6500 **email**: toddmason@stonerealestate.com.au
co-agent		
vendor	Gareth Anthony Ernst and Courtney Jane Smith 73 Birdwood Street New Lambton NSW 2305	
vendor's solicitor	Fine Legal & Conveyancing PO Box 412, Swansea 2281	**phone**: 0422616028 **email**: iain@finelegal.com.au **ref**: 260102
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	73 Birdwood Street New Lambton NSW 2305 LOT 3 DEPOSITED PLAN 22304 Folio Identifier 3/22304	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions

☒ air conditioning	☐ curtains	☒ insect screens	☒ range hood
☒ blinds	☒ dishwasher	☐ internet/TV receiver	☐ solar panels
☒ built-in wardrobes	☐ EV charger	☒ light fittings	☐ solar power battery
☒ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☐ stove
☐ clothes line	☐ other:		

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date (if not stated, the date this contract was made)

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 Gareth Anthony Ernst, Courtney Jane Smith _____ Vendor Courtney Jane Smith _____ 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)

Manual transaction (clause 30) ☐ NO ☐ yes

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

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

Land tax is adjustable ☐ NO ☐ yes

GST: Taxable supply ☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☐ NO ☐ yes

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

☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))

☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))

☐ GST-free because the sale is the supply of a going concern under section 38-325

☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O

☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

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

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

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

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

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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 that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☐ 8 sewerage infrastructure location diagram (service location print)
- ☐ 9 sewer lines location diagram (sewer service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *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 the 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.

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32 Residential off the plan contract

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

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

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

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

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

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1. Real Estate Agents

1.1 The Purchaser was not introduced to the property or the Vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the Vendors agent, if any, specified in this Contract). The Purchaser will indemnify the Vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the Purchaser and against all claims and expenses for the defence and determination of such a claim made against the Vendor. This condition survives completion.

2. Notice to complete

2.1 Despite any rule of law or equity to the contrary, the Vendor and the Purchaser agree that either party becomes entitled to issue a Notice to Complete, that party may require completion within 14 days after service of the notice. The parties agree that 14 days is a reasonable period for completion and time will be of the essence.

2.2 The Vendor and the Purchaser agree that should any event arise entitling either party to issue a Notice to Complete on the other then either party shall be entitled to serve such Notice on the other party requiring the other to complete the Contract within a period of fourteen (14) days from the service of such Notice (making time of the essence in this regard). The said period of fourteen (14) days shall be and be deemed to be a proper and reasonable time and the party giving the Notice shall be entitled to withdraw it at any time and subsequently issue a further Notice.

2.3 The Vendor is not obliged to remove any charge on the Property for any rate, tax or outgoing until the time when completion of this Contract is effected and may serve a Notice to Complete on the Purchaser notwithstanding that there is such a charge, rate, tax or outgoing on the Property at the time the Notice to Complete issues.

2.4 The Purchaser must pay the Vendor's legal costs and disbursements on an indemnity basis for any additional work arising from the Purchaser's failure to complete this contract on or before the date for Completion including:

(a) the issue of a Notice to Complete: $550 plus GST; and
(b) any and each delayed or rescheduled settlement: $350 plus GST.

The payment of such cost(s) are essential terms of this Contract.

2.5 In the event that the Vendor issues a notice to complete and such notice to complete requires settlement after 31 December, regardless of whether the Contract provides for land tax adjustment, the Purchaser will pay on settlement in addition to the purchase price Land Tax adjusted on a daily basis for the year in which the matter settles.

3. Condition of property

3.1 The Purchaser accepts the property in its present condition and state of repair subject to fair wear and tear as provided in clause 10.1.4.

3.2 The Purchaser accepts the entirety of the land and any improvements on the land together with any inclusions in their location and condition, including but not limited to any of the following:

(a) the condition, state of repair, dilapidation or infestation (if any) of the property;
(b) any latent or patent defects and/or faults in the property;
(c) any environmental hazard or contamination;
(d) the nature, location, availability or non-availability of the services or defects in the services;
(e) any encroachment by the improvements on adjoining land;
(f) whether or not the property is subject to or has the benefit of any rights or easements in respect of the services;
(g) the nature of the property and the purposes for which the property may be lawfully used;
(h) evidence of any approvals or warranties in relation to any inclusions or improvements.

3.3 For the purposes of this special condition the term "improvements" includes but is not limited to any dwellings, outbuildings, sheds, garages, swimming pools, decking, verandah, fences, walls and retaining walls, or any other structures.

3.4 The Vendor shall not be required to provide to the Purchaser any information or documentation referred to in any form of notice, including but not limited to verbal, written or by demand from any person or authority, that is issued after the date of the Contract either received by the Vendor or by any person in relation to the property.

3.5 The Purchaser acknowledges that none of the inclusions or improvements at the property are new and that the Vendor makes no representation or warranty as to their condition or state of repair. The Vendor shall not be liable for any breakdown, defect, or malfunction in respect of any inclusions, improvements, furnishings, fixtures, fittings, or chattels, whether occurring before or after the date of this Contract. The Purchaser is not entitled to require the Vendor to undertake or fund any repairs to the property or any of its inclusions or improvements, and further acknowledges that no contrary representation, warranty, or assurance has been made other than as expressly set out in this Contract.

3.6 The Purchaser shall not be entitled to make any objection, requisition, claim for compensation nor have a right to delay completion in respect of any matter disclosed in, in connection with and/or arising from this Special Condition.

4. Capacity

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

(a) dies or becomes mentally ill, then either party may rescind this Contract by written notice to the other party's representative and thereupon this Contract will be at an end and the provisions of clause 19 apply; or
(b) Being a company, has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this Contract.

4.2 The Purchaser warrants that, at the date of this Contract, the Purchaser has full legal capacity and authority to enter into and perform its obligations under this Contract.

5. Late or Postponed Completion

5.1 Provided the Vendor is ready, willing and able to give Title to the Purchaser, if this Contract is not completed on or before the completion date for any reason other than the Vendor's default, the Purchaser must, in addition to any other amount payable under this Contract, pay interest to the Vendor on the balance of the purchase price at the rate of 10% per annum, calculated daily from the completion date until and including the date of actual completion. The interest is payable on completion and forms part of the balance of the purchase price.

5.2 Notwithstanding the completion date specified in this Contract, if completion would otherwise fall during the period commencing on 23 December in any year and ending on 11 January in the immediately following year, both dates inclusive (**Holiday Period**), completion is postponed to 12 January in that immediately following year.

5.3 Notwithstanding Special Condition 2, in calculating any period under a Notice to Complete or other notice issued pursuant to this Contract, the Holiday Period is to be disregarded and time will not run during the Holiday Period. Neither party may issue a Notice to Complete which requires completion to take place during the Holiday Period.

5.4 If completion is due before the commencement of the Holiday Period but does not take place before the Holiday Period for any reason other than the Vendor's default, interest payable by the Purchaser under Special Condition 5.1 will continue to accrue throughout the Holiday Period until actual completion, notwithstanding that the Purchaser may be ready, willing and able to complete during the Holiday Period.

5.5 The Purchaser must not make any requisition, objection or claim, whether for compensation or otherwise, nor terminate, rescind or delay completion of this Contract, arising out of or in connection with the operation of this Special Condition.

6. GST

6.1 The Purchaser warrants that the property will be used predominantly for residential accommodation purposes. The Purchaser agrees to indemnify and hold the Vendor harmless from and against any liability, cost, or expense (including GST) arising from a breach of this warranty. This indemnity survives and continues to apply after completion of the Contract.

7. Claims by the Purchaser

7.1 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 purpose of clauses 7 and 8 hereto entitling the Vendor to rescind this Contract.

8. Requisitions on Title

8.1 The Purchaser agrees that the only form of general Requisitions on the Title the Purchaser may make pursuant to Clause 5 of the Contract shall be in the form annexed hereto. The parties agree that these Requisitions on Title are deemed to be served on the Vendor in accordance with Clause 5 of the Contract.

8.2 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 any matter disclosed in or in connection with this Special Condition notwithstanding completion of this Contract.

9. Contract Alterations

9.1 The parties authorise their respective legal representatives to make alterations to this Contract (including any attachments hereto) after execution by a party. Such alterations will be binding on the party as if the alterations were made prior to execution by that party.

9.2 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 any matter disclosed in this Special Condition.

10. Limited and/or Qualified Title

10.1 Notwithstanding any other provision in this Contract for Sale, in the event that the Title is Limited Title, Qualified Title, or both Limited Title and Qualified Title, the Vendor shall be under no obligation to provide to the Purchaser any Abstract of Title or Old System Documents in relation to the subject property.

10.2 Clause 25 of the standard form Contract is amended by deleting all references to "Qualified Title" and "Limited Title".

10.3 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 any matter disclosed in or in connection with this Special Condition.

11. Deposit Bond

11.1 The Vendor agrees that the Purchaser may satisfy the whole or part of the Deposit by delivering a deposit bond to the Vendor's Solicitor, provided that the deposit bond:

(a) is issued or underwritten by:
  (i) a general insurer authorised by the Australian Prudential Regulation Authority to conduct insurance business in Australia;
  (ii) an authorised deposit-taking institution within the meaning of the Banking Act 1959 (Cth); or
  (iii) another reputable insurer or financial institution approved by the Vendor, such approval not to be unreasonably withheld or delayed;
(b) is for an amount equal to the Deposit, or the unpaid balance of the Deposit, required under this Contract;
(c) constitutes an unconditional and irrevocable undertaking by the issuer or underwriter to pay the guaranteed amount upon written demand in accordance with its terms;
(d) names the Vendor as the beneficiary;
(e) identifies the Purchaser, the Property and this Contract;
(f) is payable in Australian dollars in Australia;
(g) cannot be cancelled, withdrawn or amended without the prior written consent of the Vendor;
(h) has an expiry date not earlier than three months after the date for Completion; and
(i) is otherwise in a form reasonably acceptable to the Vendor.

11.2 Delivery of a deposit bond complying with clause 11.1 will be treated as payment of the guaranteed amount on account of the Deposit for the purposes of this Contract, but does not discharge the Purchaser's obligation to pay that amount in cleared funds when required under this Special Condition.

11.3 If the Deposit becomes forfeitable or payable to the Vendor under this Contract, the Vendor may make a demand under the deposit bond for the guaranteed amount or any unpaid part of it.

11.4 If this Contract has not completed at least 15 business days before the expiry of the deposit bond, the Purchaser must, no later than 10 business days before its expiry:

(a) provide a replacement deposit bond complying with this clause; or
(b) pay the guaranteed amount in cleared funds to the depositholder.

11.5 The Purchaser must immediately replace the deposit bond or pay the guaranteed amount in cleared funds if:

(a) the issuer or underwriter ceases to satisfy clause 11.1(a);
(b) the deposit bond is cancelled, withdrawn, avoided or becomes unenforceable; or
(c) the issuer or underwriter becomes insolvent or is unable to meet a demand under the deposit bond.

11.6 All costs associated with obtaining, maintaining, extending or replacing the deposit bond are payable by the Purchaser.

11.7 This is an essential term of this Contract and the provisions of which do not merge on Completion or termination of this Contract.

12. Deposit

12.1 If any cheque, electronic transfer, deposit bond or other payment tendered toward the Deposit is dishonoured, reversed, cancelled, avoided or not received in cleared funds when due:

(a) the Deposit will be taken not to have been paid;
(b) the Purchaser is immediately in default; and
(c) the Vendor may exercise its rights under this Contract without first allowing any additional period for payment, subject to any notice required by law.

12.2 If the deposit is to be paid by instalments, then the following applies:

Notwithstanding what might be stated to be the deposit on the front page of the Contract, the deposit is 10% of the price and it is to be paid as follows:

(a) $_____ to be paid on exchange;

(b) $_____ is to be paid on or before _____;

(c) The remaining balance of the ten percent (10%) on the first to occur of:

  (i) Completion of this Contract; and
  (ii) The date upon which the Vendor terminates this Contract due to default by the Purchaser.

12.3 The Purchaser acknowledges that notwithstanding any correspondence issued from any person (including the agent or a representative of the agent) the deposit payable pursuant to this Contract is equivalent to 10% of the purchase price.

13. General Warranties

13.1 The parties agree that:

(a) the provisions set out in this Contract contain the entire agreement between the parties as at the date of this Contract and continuing until completion, notwithstanding any negotiations or discussions held, or any documents signed, or brochures produced prior to or after the date of this Contract.
(b) upon entering the Contract, the Purchaser is relying upon their own enquiries relating to and inspection of the property and is satisfied in respect of same.
(c) the Purchaser has not relied upon any conduct, warranty or representation made by or on behalf of the Vendor except those that are expressly provided in this Contract.
(d) that neither the Vendor nor any person on behalf of the Vendor, has made any representation or warranty upon which the Purchaser relies.

(e) where there is any inconsistency or conflict between any clause, condition or document contained in this Contract, the Vendor shall elect which clause, condition or document shall prevail.

13.2 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 any matter disclosed in this Special Condition.

14. Swimming Pool

14.1 The Vendor does not warrant that any swimming pool or spa located on the property (including any associated fencing or barriers) complies with the requirements of the Swimming Pools Act 1992, the Regulations made under that Act, or any other applicable legislation or regulations relating to swimming pools and spas (collectively referred to as the "Swimming Pool Legislation").

14.2 The Purchaser shall not be entitled to make any objection, requisition, or claim for compensation in relation to this Special Condition or anything arising from or connected with the swimming pool, spa, or associated fencing or barriers, including (but not limited to) any non-compliance with the Swimming Pool Legislation.

14.3 Clause 11.1 of the Contract is varied to the extent that the Purchaser shall be solely responsible for complying with any Notice or Order issued by the Local Council or other relevant authority concerning the swimming pool, spa, or associated fencing or barriers, whether such Notice or Order is issued before or after the date of this Contract.

15. Alterations to printed form

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

(a) Clause 7.1.1 (*Claims by the Purchaser*) – delete "5%" and insert "1%".
(b) Clause 14.2.1 (*Adjustments*) - is amended by replacing "2 business day" with "5 business days".
(c) Clause 14.4.2 (*Adjustments*) - shall be deleted.
(d) Clause 18 (*Possession before completion*) - 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."
(e) Clause 23.9.1 (*Adjustments and liability for expenses*) – delete.

16. Electronic Exchange

16.1 This Contract may be signed and exchanged electronically, including by DocuSign or similar electronic signing platform. Each party consents to the electronic execution and transmission of this contract for the purposes of the Electronic Transactions Act 1999 (Cth) and Electronic Transactions Act 2000 (NSW).

16.2 The Purchaser acknowledges that no original ink-signed version of the Contract signed by the Vendor will be provided and the Purchaser must 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 any matter disclosed in this Special Condition.

17. Service Location Plan

17.1 The parties acknowledge and agree that, if the subject land is located within the area serviced by Hunter Water Corporation, Sewer Line Location Diagrams are not ordinarily made available by the authority as part of its standard administrative processes and therefore, such a diagram would not annexed hereto.

17.2 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.

18. Directors Guarantees

18.1 If the Purchaser is a company, each person who signs this Contract on behalf of the Purchaser or who executes this Contract in their capacity as an officer, director, or authorised representative of the Purchaser:

(a) Jointly and severally guarantees the due and punctual performance of all obligations of the Purchaser under this Contract, including but not limited to payment of the deposit, the balance of the purchase price, and any interest or costs payable under this Contract;
(b) Jointly and severally indemnifies the Vendor against any loss, damage, cost, or expense incurred or suffered by the Vendor as a result of any breach or default by the Purchaser under this Contract; and
(c) Acknowledges that this guarantee and indemnity is given in consideration of the Vendor entering into this Contract with the Purchaser and is binding as a separate and continuing obligation.

18.2 This guarantee and indemnity:

(a) Is given by each guarantor as principal and not merely as surety;
(b) Is not affected or discharged by any variation, release, or waiver of any term of this Contract, any extension of time, or any compromise with the Purchaser; and
(c) Remains in full force and effect notwithstanding completion of the Contract or any other act or omission by the Vendor which might otherwise release a guarantor at law or in equity.

18.3 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.

19. Tenancy

19.1 The Purchaser acknowledges that if the property is tenanted at the time of exchange and the Contract requires vacant possession at Completion, the Vendor must give the tenant at least 30 days' written notice to vacate the property ("the Notice"). The Vendor agrees to instruct the managing real estate agent to serve the Notice.

19.2 If the tenant does not vacate the property within the period specified in the Notice, the Completion date shall be extended by a reasonable period to allow the Vendor to deliver vacant possession.

19.2 The Purchaser further acknowledges that, if the property is tenanted at the time of exchange and the tenant:

(a) gives notice to vacate the property before or after exchange of Contracts; and/or
(b) vacates the property before Completion,

then, in either case:

19.3 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 any matter disclosed in this Special Condition nor require the Vendor to re-let the property, and shall accept the property with vacant possession.

20. Unfair Contract Terms

20.1 The Purchaser acknowledges that:

(a) the terms of this Contract were negotiated with the Vendor prior to the date hereof; and
(b) any issues of concern to the Purchaser were raised with the Vendor prior to the date hereof.

20.2 The parties acknowledge that the terms in this Contract are reasonably necessary to protect the legitimate interests of the parties.

20.3 If any part of this Contract is deemed to be an unfair term and/or void for the purpose of the Australian Consumer Law, then that part will be severed from this Contract and all parts which are not deemed.

21. Severance

21.1 If any provision of these Special Conditions is illegal, invalid or unenforceable, that provision must be read down to the extent necessary to make it legal, valid and enforceable. If the provision cannot be read down in accordance with this Special Condition, it is severed from this Contract without affecting the legality, validity or enforceability of the remaining provisions of this Contract.

22. Authority to Release Deposit for Use at Settlement

22.1 If the deposit is required for use at settlement by the Vendor, the Purchaser irrevocably authorises and directs the stakeholder to release the deposit (or any part thereof) to the Vendor's solicitor's trust account upon written request from the Vendor's solicitor. This authority is effective upon execution of this Contract and is not subject to any further consent or direction from the Purchaser or Purchaser's legal representation.

23. Settlement Figures, Adjustment of Rates and Errors in Adjustments

23.1 Condition 14.2 of this agreement is hereby varied by the addition of the following sentence:
'The amount and figures for water consumption furnished by the relevant water rating authority, even if estimated or provisional, shall be conclusive for the purposes of the apportionment and adjustment of water consumption'.

23.2 The Purchaser's representative must prepare and serve proposed settlement adjustment sheet with supporting certificates on the Vendor's representative no later than five (5) business days prior to the settlement date. If the proposed settlement adjustment sheet is not served within this time, the Purchaser will allow to the Vendor the sum of $400.00 plus GST to cover the Vendor's representative's costs for late preparation of the settlement adjustment sheet.

23.3 Should any apportionment of rates and outgoing required to be made under this Contract, be overlooked or are incorrectly calculated on settlement, the Vendor and 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 liable party within ten (10) business days from the date the error was served. This Special Condition does not merge on completion.

24. Extension(s) to Cooling Off Period and/or Finance Clause

24.1 If this Contract is subject to a cooling off period or finance clause, the Purchaser agrees and acknowledges that in the event that an extension of the cooling off period or finance clause beyond that agreed as at the date of this Contract is required by the Purchaser, that on every occasion an extension is requested, a fee of $400.00 plus GST will be chargeable to the purchaser in favour of the Vendor's solicitor as recognition of fees that the Vendor shall incur on account of arranging the extension. This sum shall fall due and payable on settlement, or in the event the Contract does not proceed, upon rescission whereby the purchaser authorises the depositholder to release that sum to the vendor's solicitor. This is an essential term of this Contract.

25. Conditions of Sale by Auction

If the property is or is intended to be sold at auction:
Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:
(a) The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
(i) The principal's reserve price must be given in writing to the auctioneer before the auction commences;

(ii) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
(iii) The highest bidder is the purchaser, subject to any reserve price;
(iv) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
(v) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
(vi) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
(vii) A bid cannot be made or accepted after the fall of the hammer; and
(viii) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
(b) The following conditions, in addition to those prescribed by subclause (a), are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
(i) All bidders must be registered in the bidders record and display an identifying number when making a bid;
(ii) Subject to subclause 2A, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
(iii) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.

(c) The following conditions, in addition to those prescribed by subclauses (a) and (b) are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a vendor as executor or administrator:
(i) More than one vendor bid may be made to purchase interest of co-owner;
(ii) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
(iii) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the vendor; and
(iv) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.
(d) The following condition, in addition to those prescribed by subclause (a), is prescribed as applicable to and in respect of the sale by auction of livestock. The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor the full amount of the purchase price:
(i) If that amount can reasonably be determined immediately after fall of hammer – before the close of the next business day following the auction; or
(ii) If that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hamme

REQUISITIONS

All properties:

1. Has the construction of the improvements erected on the property during the Vendor's ownership been approved by the local council?

2. Are there any restrictions on the right of the registered proprietor to convey to the purchaser the property?

3. Are any of the inclusions listed in the Contract subject to any charge, encumbrance, lease, hire-purchase agreement?

4. Are there any written proposals, notices, claims or disputes that have been received by the Vendor from the local council within the last three (3) months?

5. Is anyone in adverse possession of the property?

If strata/community title:

1. Has the initial period expired?

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

If rural:

1. Are there any notices from neighbours or any public authorities requiring compliance?

2. All agreements written, oral or by usage not disclosed in the contract relating to such matters as farming, grazing, share farming, agistment, sharing of plant and facilities, use of water, passage through the property should be disclosed and must be terminated, and plant and equipment not the subject of the sale removed from the property prior to completion.

3. Are there any give and take fences?

4. Are there any agreements with neighbours relating to fencing?

5. Are there any licences or agreements relating to pipelines, soil conservation or timber harvesting?

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

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

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

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

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

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

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

If company title:

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

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

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

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

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/22304

SEARCH DATE	TIME	EDITION NO	DATE
9/10/2026	10:43 AM	7	24/8/2021

LAND

LOT 3 IN DEPOSITED PLAN 22304
AT NEW LAMBTON
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP22304

FIRST SCHEDULE

COURTNEY JANE SMITH
GARETH ANTHONY ERNST
AS JOINT TENANTS (T AN881192)

SECOND SCHEDULE (5 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 A721276 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
3 B195233 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
4 F265437 COVENANT
5 AR364261 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

260102... PRINTED ON 9/10/2026

* 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: 09/10/2026 10:43:43

Req:R946592 /Doc:DP 0022304 P /Rev:19-Feb-2019 /NSW LRS /Prt:09-Oct-2026 10:44 /Seq:1 of 4
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Plan Form No. 2 (for Deposited Plan)

City of Newcastle
Municipality of
Shire of

F86212 29.9.49

PLAN

of subdivision of part of Lots 6 & 7 D.P. 3365.
AT NEW LAMBTON

PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND

Scale 80 feet to an inch

(B) & (Y) { BENEFITED BY RIGHT OF WAY - C241225
EX. MINERALS - B195233

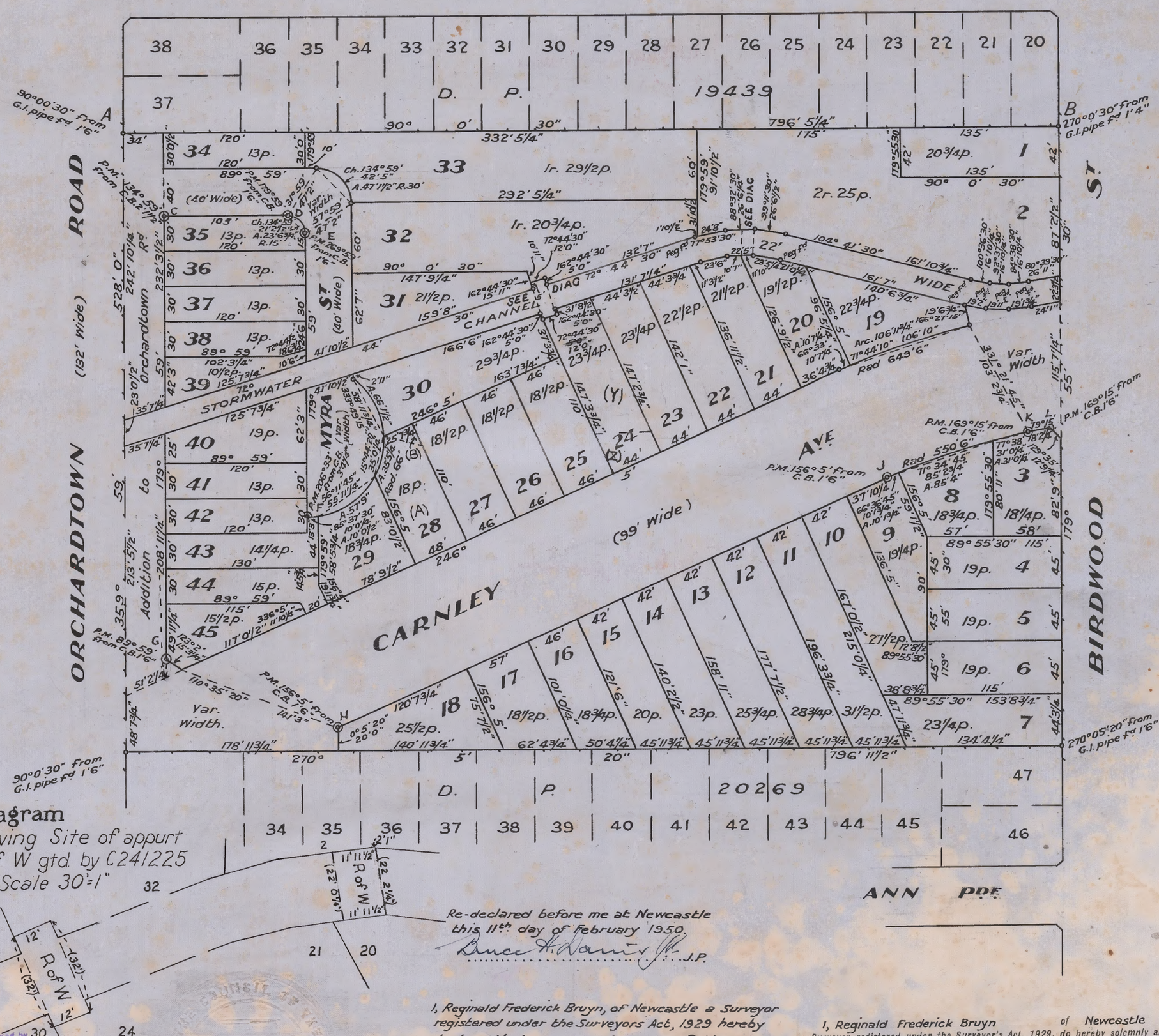
(A) & (Z) EX. MINERALS - A721276

~~EXCLUDES MINERALS (X) A721276 (Z) B195233~~

This is the plan numbered & recorded as
DEPOSITED PLAN No. 22304
on the 1st day of March 1950
L. Wells
REGISTRAR GENERAL.

It is intended to dedicate Carnley Ave, Myra St and the addition to Orchardtown Rd to the public.

W. H. Hudson (Jnr)
Registered Proprietor.



Re-declared before me at Newcastle this 11th day of February 1950.
Bruce H. Davis J.P.

I, Reginald Frederick Bruyn, of Newcastle a Surveyor registered under the Surveyors Act, 1929 hereby declare that permanent marks of the nature and in the positions C to Z have been placed.
R. F. Bruyn
Registered Surveyor

Subscribed and declared before me at Newcastle this 6th day of January A.D. 1950
..... J.P.

I, Reginald Frederick Bruyn of Newcastle a Surveyor registered under the Surveyors Act, 1929, do hereby solemnly and sincerely declare (a) that all boundaries and measurements shown on this plan are correct, (b) that all survey marks found and relevant physical objects on or adjacent to the boundaries are correctly represented, (c) that all physical objects indicated actually exist in the positions shown, (d) that the whole of the material facts in relation to the land are correctly represented, (e) that the survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933 *~~(1) by me~~ (2) under my supervision, the character and extent of which was as required by the Survey Practice Regulations, 1933, and was completed on †15th July 1949 and the ~~reference~~ permanent marks have not been placed as shown hereon.

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900

Subscribed and declared before me at ~~Sydney~~ Newcastle
this 18th day of July A.D. 1949
Bruce H. Davis J.P.

(Signature).....
Surveyor registered under the Surveyors Act, 1929.

Date of Survey.....

*Strike out either (1) or (2). †Insert date of Survey.

Approved by Council & Covered by Council Clerk's Certificate
No. 1697 of 9-9-1949.
W. D. Quinlan Lord Mayor.
W. A. Miller Council Clerk.

Datum line of Azimuth A-B.

PLAN AMENDED AT L.T.O. 3.2.89

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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 22304

FEET	INCHES	METRES
1	2 1/4	0.362
1	4	0.406
1	6	0.457
1	10 1/2	0.572
2	1	0.635
2	1 1/2	0.648
2	7 3/4	0.806
2	11	0.889
3	4 1/4	1.022
4	2 5/8	1.286
4	5	1.346
5	-	1.524
5	10 5/8	1.794
5	11	1.803
5	11 3/4	1.822
6	11	2.108
10	-	3.048
10	0 1/4	3.054
10	0 1/2	3.061
10	1 3/4	3.092
10	6	3.200
10	7	3.226
10	7 1/4	3.232
10	10 1/4	3.308
10	11	3.327
11	3 1/2	3.442
11	10	3.607
11	10 1/4	3.613
11	11 1/2	3.645
12	-	3.658
12	6 5/8	3.826
12	8 1/2	3.874
12	9 1/4	3.893
13	3	4.039
13	6	4.115
14	5 3/4	4.413
15	-	4.572
15	3 1/4	4.655
15	11	4.851
16	10 1/4	5.137
18	2 1/4	5.544
18	6 3/4	5.658
19	1 3/4	5.836
19	2	5.842
19	6 3/4	5.963
19	11	6.071
19	11 3/4	6.090
20	-	6.096
21	0 1/4	6.407
21	2 1/2	6.464
22	0 1/4	6.712
22	2 1/4	6.763
22	3 1/2	6.795
22	5	6.833
23	0 1/4	7.017
23	0 1/2	7.023
23	5 1/4	7.144
23	6	7.163
23	6 3/4	7.182
24	1	7.341
24	6	7.468
24	8	7.518
25	-	7.620
25	7 3/4	7.817
26	6 1/4	8.084
26	6 1/2	8.090
26	11	8.204
29	2 7/8	8.912
30	-	9.144
30	0 1/2	9.157
31	0 1/4	9.455
31	8 1/2	9.665
31	10 1/2	9.716
32	-	9.754
34	-	10.363
35	0 1/4	10.674
35	5 1/4	10.801

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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 22304 CONTINUED

FEET	INCHES	METRES
35	7 1/4	10.852
36	4 3/4	11.093
37	3 3/4	11.373
37	10 1/4	11.538
38	8 3/4	11.805
40	-	12.192
40	2 1/2	12.256
41	10 1/2	12.764
42	-	12.802
42	3	12.878
42	5	12.929
44	-	13.411
44	3 1/4	13.494
44	3 1/2	13.500
44	3 3/4	13.506
44	11 3/4	13.710
45	-	13.716
45	11 3/4	14.014
46	-	14.021
47	1 1/2	14.364
47	2	14.376
47	3 3/4	14.421
47	9 1/4	14.561
47	11 3/4	14.624
48	-	14.630
48	7 3/4	14.827
49	11 1/4	15.221
50	-	15.240
50	4 1/4	15.348
51	2 1/4	15.602
55	11 1/4	17.050
57	-	17.374
57	9	17.602
58	-	17.678
58	5 3/4	17.824
59	1 1/2	18.021
60	-	18.288
62	3	18.974
62	4 3/4	19.018
62	7	19.075
66	-	20.117
75	7 1/2	23.051
78	9 1/2	24.016
82	9	25.222
82	11	25.273
83	0 1/2	25.311
85	2 3/4	25.978
85	4	26.010
87	2 1/2	26.581
90	-	27.432
91	10 1/2	28.004
96	5 1/4	29.394
99	-	30.175
101	0 1/4	30.791
102	3 1/4	31.172
103	-	31.394
103	2 3/4	31.464
105	-	32.004
106	10	32.563
106	11 3/4	32.607
110	-	33.528
115	-	35.052
115	7 1/4	35.236
117	0 1/2	35.674
120	-	36.576
120	7 3/4	36.773
121	6	37.033
125	7 3/4	38.297
126	9 1/2	38.646
130	-	39.624
131	7 1/4	40.113
132	-	40.234
132	7	40.411
132	10 1/2	40.500
134	4 1/4	40.951
135	-	41.148
136	5	41.580

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CONVERSION TABLE ADDED IN
REGISTRAR GENERAL'S DEPARTMENT

DP 22304 CONTINUED

FEET	INCHES	METRES
136	11 1/2	41.745
140	2 1/2	42.736
140	6 3/4	42.843
140	11 3/4	42.970
141	3	43.053
142	1	43.307
147	2 3/4	44.875
147	9 1/4	45.041
153	8 3/4	46.857
158	11	48.438
159	8	48.666
161	7	49.251
161	10 3/4	49.346
163	7 3/4	49.879
167	0 1/2	50.914
175	-	53.340
177	7 1/2	54.140
178	11 3/4	54.553
196	3 3/4	59.836
208	11 1/4	63.684
213	5 1/2	65.062
215	0 1/4	65.538
232	3 1/2	70.803
242	10 1/4	74.022
292	5 1/4	89.135
332	5 1/4	101.327
332	8 7/8	101.419
528	-	160.934
550	6	167.792
649	6	197.968
796	5 1/4	242.754
1158	11	353.238
1166	6	355.549

AC	RD	P	SQ M
-	-	10 1/2	265.6
-	-	13	328.8
-	-	14 1/4	360.4
-	-	15	379.4
-	-	15 1/2	392
-	-	16 1/2	417.3
-	-	18	455.3
-	-	18 1/4	461.6
-	-	18 1/2	467.9
-	-	18 3/4	474.2
-	-	19	480.6
-	-	19 1/4	486.9
-	-	19 1/2	493.2
-	-	20	505.9
-	-	20 3/4	524.8
-	-	21 1/2	543.8
-	-	22 1/2	569.1
-	-	22 3/4	575.4
-	-	23	581.7
-	-	23 1/4	588.1
-	-	23 3/4	600.7
-	-	25 1/2	645
-	-	25 3/4	651.3
-	-	27 1/2	695.6
-	-	28 3/4	727.2
-	-	29 3/4	752.5
-	-	31 1/2	796.7
-	-	32.55	823.3
-	1	20 3/4	1537
-	1	29 1/2	1758
-	2	25	2656

Req:R946590 /Doc:DL A721276 /Rev:02-Jul-2009 /NSW LRS /Pgs:ALL /Prt:09-Oct-2026 10:44 /Seq:1 of 4
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South Wales

Transfer.....
Endorsement.....
Certificate .....
£ : :

A721276H

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

25 7 21 B

REGISTRAR-GENERAL · NEW SOUTH WALES ·

FEE-SIMPLE.

A 721276

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

I,[a] The New Lambton Land and Coal Company Limited

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

being registered as the proprietor of an Estate in *fee simple*[b] in the land hereinafter described, subject, however, to such encumbrances, liens, and interests, as are notified by memorandum underwritten or endorsed hereon,[c] in consideration of[d] Two hundred pounds (£200. 0. 0)

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

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

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

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

paid to ~~me~~ it by[e] Lillian Hanson wife of Martin Hanson of Orchard Town New Lambton Waggon builder

the receipt whereof ~~I~~ it hereby acknowledges

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

do hereby transfer to the said[f] Lillian Hanson as separate estate

g Area in acres, roods, or perches.

ALL ~~my~~ its Estate and Interest, as such registered proprietor, in ALL THAT piece of land containing[g]

h Parish or town and county.

situate in[h] the Municipality of New Lambton Parish of Newcastle and County of Northumberland

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

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

k Strike out if not appropriate.

being[i] part of the land comprised in[j] Certificate of Title

dated 3rd day of April 1908 registered volume No. 1865 folio 121 and being Portion 1 Block No. 7 as shown on Deposited Plan No. 3365

These references will suffice, if the whole land in the grant or certificate be transferred.

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

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

p [k] ~~And also in the pieces of land as follows:—~~

Reserving unto the said The New Lambton Land and Coal Company Limited its successors and assigns all mines and minerals (including coal) in and under the land ~~hereby transferred~~ and in and under all streets lanes and ways comprised in the said subdivision with liberty for the said company its successors and assigns to mine work win and carry away all such minerals but so that no injury be done by any right be acquired in the said Company its successors or assigns to go upon the surface of the land ~~hereby transferred~~

[Rule up all blanks before signing.]

Any provision in addition to, or modification of, the covenants implied by the Act, may also be inserted.

The form when filled in should be ruled up so that no additions are possible. No alteration should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

S6 3181

[Price 6d.]

Req:R946590 /Doc:DL A721276 /Rev:02-Jul-2009 /NSW LRS /Pgs:ALL /Prt:09-Oct-2026 10:44 /Seq:2 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:260102

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

[Rule up all blanks before signing.]

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

In witness whereof the common seal of the said The New Lambton Land and Coal Company Limited was hereunto affixed

~~In witness whereof, I have hereunto subscribed my name,~~ at Newcastle

the Sixth day of July in the year

of our Lord one thousand nine hundred and twenty one

~~Signed in my presence by the said~~

.....

~~WHO IS PERSONALLY KNOWN TO ME~~

m

.....

~~Signed~~ n

.....

*Transferror.**

Given under the common seal of the said The New Lambton Land and Coal Company Limited

A A Rankin

John A Scott

Directors.

Transferror

Secretary

r Repeat attestation for additional parties if required.

* If signed by virtue of any power of attorney, the original must be produced, and an attested copy deposited, accompanied by the usual declaration that no notice of revocation has been received.

Req:R946590 /Doc:DL A721276 /Rev:02-Jul-2009 /NSW LRS /Pgs:ALL /Prt:09-Oct-2026 10:44 /Seq:3 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:260102

Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the said

Lillian Hanson

WHO IS PERSONALLY KNOWN TO ME

G. W. Millard

Solicitor

Newcastle

Lillian Hanson o

Transferee.

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

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.q

Appeared before me, at , the

day of , one thousand nine hundred and

r

the attesting witness to this instrument, and declared that he personally knew

s

the person signing the same, and whose signature thereto he has attested; and that the name purporting to be such signature of the said t

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

u .....

St 3121

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

r Name of witness and residence.

s Name of Transferor.

t Name of Transferor.

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

Req:R946590 /Doc:DL A721276 /Rev:02-Jul-2009 /NSW LRS /Pgs:ALL /Prt:09-Oct-2026 10:44 /Seq:4 of 4
© Office of the Registrar-General /Src:InfoTrack /Ref:260102

Lot 7 DP 3365
New Lambton
Reserving Mines & Minerals

Lodged by

(Name) LAW STATIONERS THOS KENYON Daily Telegraph Buildings KING ST. SYDNEY

(Address)

Transferror.

Lillian Hanson
for her separate use

Transferree.

18645

Particulars entered in the Register Book, Vol. 1

Folio 121

the 2nd day of September 1921.

at ~~minutes~~ 12 o'clock

in the ~~afternoon~~ noon.

Registrar General

SS 3121

	DATE.	INITIAL.
SENT TO SURVEY BRANCH	5/9/21 23.8.21	
RECEIVED FROM RECORDS	23 AUG 1921	
DRAFT WRITTEN	8 SEP 1921	
DRAFT EXAMINED	6.9.21	
DIAGRAM COMPLETE	7-9-21	
DIAGRAM PASSED	8-9-21	
DRAFT FORWARDED		
RETURNED FROM SURVEY BRANCH		
REGISTERED	13 SEP 1921	
CERTIFICATE ISSUED		
SUPT. OF CONVEYANCERS		
DEP. REGISTRAR GENERAL		

VOL. 3226 FOL. 149

A 721276

SPECIAL ATTENTION IS DIRECTED TO THE FOLLOWING INFORMATION:—

No Transfer can be registered until the fees are paid.

If a part only of the land be transferred, and it is desired to have a certificate for the remainder, this should be stated, and a new Certificate will then be prepared on payment of an additional 10s.; but to save this expense, if it be intended to make several transfers of portions, the Certificate may remain in the Land Titles Office, either until the whole be sold, or formal application be made for a Certificate of the subsisting residue.

Tenants in common must receive separate Certificates. 10s. will be required for such additional Certificate.

The fees on transfer are 10s., and 20s. for *every* new Certificate, whether issued to a Transferree or required for the residue. By the Amendment Act of 1873, the purchaser is not compelled to take out a new Certificate of Title if the *whole* of the land is transferred, and he may have the original Title returned to him, with a memorial of his Transfer endorsed thereon, at a cost of 10s. only.

The Transfer is complete from the moment it is recorded.

Certificates will only be delivered on personal application of Purchasers or their Solicitors, or upon an order attested before a Magistrate.

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

Req:R946591 /Doc:DL B195233 /Rev:01-Sep-2009 /NSW LRS /Pgs:ALL /Prt:09-Oct-2026 10:44 /Seq:1 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:260102

Endorsement.....

Certificate.....

TRANSFER

(REAL PROPERTY ACT, 1900.)

B195233F

I, The New Lambton Land and Coal Company Limited (herein called transferror) being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of Two hundred pounds (£200-0-0) (the receipt whereof is hereby acknowledged) paid to it by Lillian Hanson of Orchardtown New Lambton in the State of New South Wales wife of Martin Hanson of Cessnock in the said State Waggon Builder (herein called transferee) do hereby transfer to the said transferee[b] ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

195233

B195233

(c) County.	Parish.	State if Whole or Part.	Vol.	Fol.
Northumberland.	Newcastle	Part, being Lot 6 shown on Deposited Plan No. 3365 ~~and part of Portion 299.~~	1865.	121.

~~And the transferree covenants with the transferror[d]~~

Reserving unto the said New Lambton Land and Coal Company Limited its successors and assigns all mines and minerals (including coal) in and under the land hereby transferred and in and under the Streets, Lanes and Ways comprised in the said Subdivision, with liberty for the said Company its successors and assigns to mine work for and carry away all such minerals, but so that no injury be done to nor any right be conferred on the said Company its successors or assigns to go upon the surface of the land hereby transferred.

ENCUMBRANCES, &c. REFERRED TO:

Subject to the reservations and conditions contained in the said Certificate of Title.

IN WITNESS WHEREOF the Common Seal of the said New Lambton Land and Coal Company Limited was hereunto affixed at Newcastle the twenty eighth day of February in the year of Our Lord One thousand nine hundred and twenty five

~~Signed at the day of 19 .~~

GIVEN under the COMMON SEAL
~~Signed in my presence by the transferror~~
of the said NEW LAMBTON LAND
AND COAL COMPANY LIMITED
~~WHO IS PERSONALLY KNOWN TO ME~~

Secretary

Directors.

*Signed

Transferror.

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

Solicitor
Newcastle

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

Transferree.

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

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

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

St 4051

45261.

---

[a] less estate, strike out " in *imple*," and interline the ired alteration.

[b] o two or more, state ther as joint tenants or nts in common.

[c] ll the references cannot conveniently inserted, a n of annexure (obtainable L.T.O.) may be added. annexure must be signed the parties and their sig- ures witnessed. se references will suffice if whole land in the grant or tificate be transferred. part only add " and being sec. D.P. or eing the land shown in plan annexed hereto " or eing the residue of the d in certificate (or grant) istered Vol. Fol. ere the consent of the l council is required to ubdivision the certificate l plan mentioned in L. G. Act, 1919, should ompany the transfer. ike out if unnecessary. venants should comply h section 89 of the nveyancing Act, 1919. re also should be set forth y right-of-way or easement exception. y provision in addition to modification of the venants implied by the t may also be inserted.

very short note will suffice.

executed within the State is instrument should be gned or acknowledged before e Registrar-General or eputy Registrar-General or Notary Public, a J.P. or mmissioner for Affidavits, whom the Transferror is own, otherwise the attest- g witness must appear fore one of the above func- naries to make a declara- on in the annexed form. s to instruments executed sewhere, see page 2.

epeat attestation if ecessary.

the Transferror or Trans- rree signs by a mark, the ttestation must state " that he instrument was read over ad explained to him, and hat he appeared fully to nderstand the same."

Req:R946591 /Doc:DL B195233 /Rev:01-Sep-2009 /NSW LRS /Pgs:ALL /Prt:09-Oct-2026 10:44 /Seq:2 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:260102

P. H. COATES, Law Stationer, 66 PITT ST., SYDNEY.

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No. release and discharge the land comprised in the within transfer from such mortgage and all rights thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this
day of 192 } Mortgagee.

Signed in my presence by
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at the day of 192

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

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

FORM OF DECLARATION BY ATTESTING WITNESS.[i]

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

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

MEMORANDUM OF TRANSFER of

4 Acres 2 roods 10¾ perches.
Lot 6 DP 3365.

~~Shire~~ Municipality New Lambton
Parish Newcastle County Northumberland
(Reserving mines & minerals including coal)
Lillian Hanson Transferee.

DOCUMENTS LODGED HEREWITH.

"To be filled in by person lodging dealing."

Nature.	No.	Reg'd Propr., M't'gor, etc.

B 195233

Particulars entered in Register Book, Vol. 1865 Fol. 121

INDEXED BY 2 APR 1925 CHECKED

Dated this 2nd day of April 1925, ~~minutes~~ 10 o'clock in the forenoon.

Registrar General.

M.P.D.

P. H. COATES, Law Stationer, 66 PITT ST.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ...		25/3/25
Received from Records		30/3/25
Draft written		31-3-25
Draft examined		2/4
Diagram prepared ...		6/4
Diagram examined ...		7/4
Draft forwarded ...		9/4
Supt. of Engrossers	15 APR 1925	
Cancellation Clerk ...		
VOL. 3715 FOL. 199		
Diagram Fees		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

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

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting Consul, Pro-consul or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and £1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferror may take out a new Certificate for the residue.

Req:R946593 /Doc:DL F265437 /Rev:07-Oct-1998 /NSW LRS /Pgs:ALL /Prt:09-Oct-2026 10:44 /Seq:1 of 3
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REGISTRAR-GENERAL · NEW SOUTH WALES

F265437 R.P. 13. No.

New South Wales.

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900).

Lodgment ... : :
Endorsement : :
Certificate ... : 15: -
: 5: -
1 : 10: -
Govt : 5: -
£ 2-15-
17.7.50

(Trusts must not be disclosed in the transfer.)

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

a If to be registered, strike out in *fee simple* and interline the required alteration.

I, WILLIAM HENRY HUDSON the Younger of New Lambton Builder (herein called transferor) being registered as the proprietor of an estate in *fee simple*[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder in consideration of Four hundred pounds (£ 400) (the receipt whereof is hereby acknowledged) paid to me by ALFRED GEORGE HARVEY of New Lambton Clerk (herein called transferee) do hereby transfer to the said transferee[b] ALL such my Estate and Interest in ALL THE land mentioned in the schedule following :—

County.	Parish.	Reference to Title (c)			Description of Land (if part only). (d)
		Whole or Part.	Vol.	Fol.	
Northumberland	Newcastle	Part	4618	140	Being Lot 3 on D.P. No. [illegible]
			4618	141	

And the transferee covenants with the transferor[e] in accordance with the Annexure marked "A".

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

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

d If part only of the land comprised in a Certificate or Certificates of Title is to be transferred add "and being lot sec. D.P. " or " being the land shown in the plan annexed hereto," or " being the residue of the land in certificate (or grant) registered Vol. Fol. " Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer.

e Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Acts, 1919-1943. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted. If the space provided is insufficient a form of annexure of the same size and quality of paper as this instrument should be used.

f A very short note will suffice.

THIS SPACE TO BE LEFT FREE FROM NOTATION.

NOT TO BE ALTERED BY ERASURE—See Foot Note.

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

Reservations notifications and conditions noted in and endorsed on the said Certificate of Title.
Reservation as reserved by Instruments of Transfer No. B195233 and No. A721276.

Signed at Newcastle the Twenty-seventh day of February 1950

[illegible] Solicitor Newcastle

[illegible] Transferor *

g If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries to make a declaration in the form overleaf. As to instruments executed elsewhere, see back of form.

h Repeat attestation if necessary.

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

Signed in my presence by the transferee WHO IS PERSONALLY KNOWN TO ME [illegible]

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

A Harvey
Transferee.

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

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

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

K1165 91250 10/48 81 437—W

Req:R946593 /Doc:DL F265437 /Rev:07-Oct-1998 /NSW LRS /Pgs:ALL /Prt:09-Oct-2026 10:44 /Seq:2 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:260102

"A"

THIS IS THE ANNEXURE MARKED "A" REFERRED TO IN THE ATTACHED MEMORANDUM OF TRANSFER FROM WILLIAM HENRY HUDSON TO ALFRED GEORGE HARVEY DATED THIS Twenty-seventh DAY OF February 1950.

AND the said Transferee for himself his heirs executors administrators and assigns HEREBY COVENANTS with the Transferor his executors administrators or assigns as follows:-

(a) That no dwelling house erected on the said land shall be of a value of less than Fifteen hundred pounds (£1500) and shall be completed and constructed in a proper and workmanlike manner.

(b) The Transferee shall not excavate carry away or remove or permit to be excavated carried away or removed any earth clay stone gravel soil or sand from the said land except for the purpose of excavating for the foundations of any building to be erected thereon.

(c) That no fence shall be erected on the land hereby transferred to divide it from any adjoining land retained by the Transferor without the consent of the Transferor but such consent shall not be withheld if such fence shall be erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of any fences for the time being erected.

AND it is hereby declared that the benefit of the above restrictive covenants is appurtenant to Lots 4, 5 and 8 shown on Deposited Plan Dealing No.F86212 that the whole of the land in this transfer is subject to the burden of such covenants and that the registered proprietors for the time being of the land to which the said covenants are appurtenant are the persons by whom or with whose consent the said covenants or restrictions may be released varied or modified.

Signed at Newcastle the Twenty-seventh day of February 1950.

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

.....
Solicitor
Newcastle

.....
Transferor.

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

.....
J.P.

.....
Transferee.

Req:R946593 /Doc:DL F265437 /Rev:07-Oct-1998 /NSW LRS /Pgs:ALL /Prt:09-Oct-2026 10:44 /Seq:3 of 3
© Office of the Registrar-General /Src:InfoTrack /Ref:260102

LODGED BY

F265137

CONSENT OF MORTGAGEE.

I, mortgagee under Mortgage No. release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

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

Dated at this day of 19

Signed in my presence by }
who is personally known to me. }

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

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

Signed at the day of 19 .

Signed in the presence of— }
}

FORM OF DECLARATION BY ATTESTING WITNESS.[k]

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

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

INDEXED

by

Checked by

MEMORANDUM OF TRANSFER of

Acres roods perches.

(Subject to bauxite)

Shire

Municipality

Parish County

Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1	Amm 'Dy	Received Docs.
2		Nos.
3		
4		
5		
6		Receiving Clerk.
7		

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Instrument Checked by

Signed by

Particulars entered in Register Book, Vol. 6238 Fol. 118

the 11th day of May 1961.

at minutes 12 o'clock in the

J. Wells

Registrar-General

REGISTRAR GENERAL NEW SOUTH WALES

candles

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written	RR.	16/3/61
Draft examined	[illegible]	27-3-61
Diagram prepared	[illegible]	[illegible]
Diagram examined	KB	26.4
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk	[illegible]	[illegible]

Vol. 6330 Fol. 122

81 497 Alfred Henry Pettifer, Acting Government Printer.

EXECUTION OUTSIDE NEW SOUTH WALES

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

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

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Upon lodgment (a) 15/-, if accompanied by the relevant title or evidence of production thereof, (b) £1 otherwise. This fee includes endorsement on the first Certificate. In addition the following fees are payable:—(a) 5/- for each additional Certificate included in the Transfer, (b) £1-10-0 for each new Certificate of Title issued, (c) 5/- where the Transfer contains covenant purporting to affect the user of any land, (d) 10/- where the Transfer is expressed to be made together with an easement or expressed to reserve an easement or in any way creates an easement, (e) 2/6 where partial discharge of a mortgage is endorsed on the Transfer, (f) as approved, in cases involving more than a simple diagram or more than ten folios of engrossing.

Tenants in common must receive separate Certificates.

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

F265438 to follow.

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack Pty Ltd

Certificate No: PL2026/05961

Your Reference:

Date of Issue: 09 October 2026

The Land: Lot 3 DP 22304
73 Birdwood Street New Lambton NSW 2305

Advice provided on this Certificate:

Advice under section 10.7(2): see Items 1 – 25

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 11/10/2026. 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 (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2023

B. The following proposed environmental planning instruments and 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

Development Control Plan 2023 applies to this land.

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

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

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

Zone R2 Low Density Residential

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

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

Zone R2 Low Density Residential

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

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

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

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

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

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

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

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

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

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.11 Development Contributions Plan:

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

Section 7.24 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.

Section 7.12 Development Contributions Plan:

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

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

4. Complying development

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Foreshore area
The land is NOT in a foreshore area.

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

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

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

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

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

5. Exempt development

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

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

Area of Declared Critical Habitat

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

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

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

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

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

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

6. Affected building notices and building product rectification orders

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

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

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

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

7. Land reserved for acquisition

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

8. Road widening and road realignment

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

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

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

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

9. Flood related development controls

9(1) 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 City of Newcastle's Contaminated Land Policy, which is available on Council's website.

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. 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, 09/10/26
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
73 BIRDWOOD
NEW LAMBTON NSW

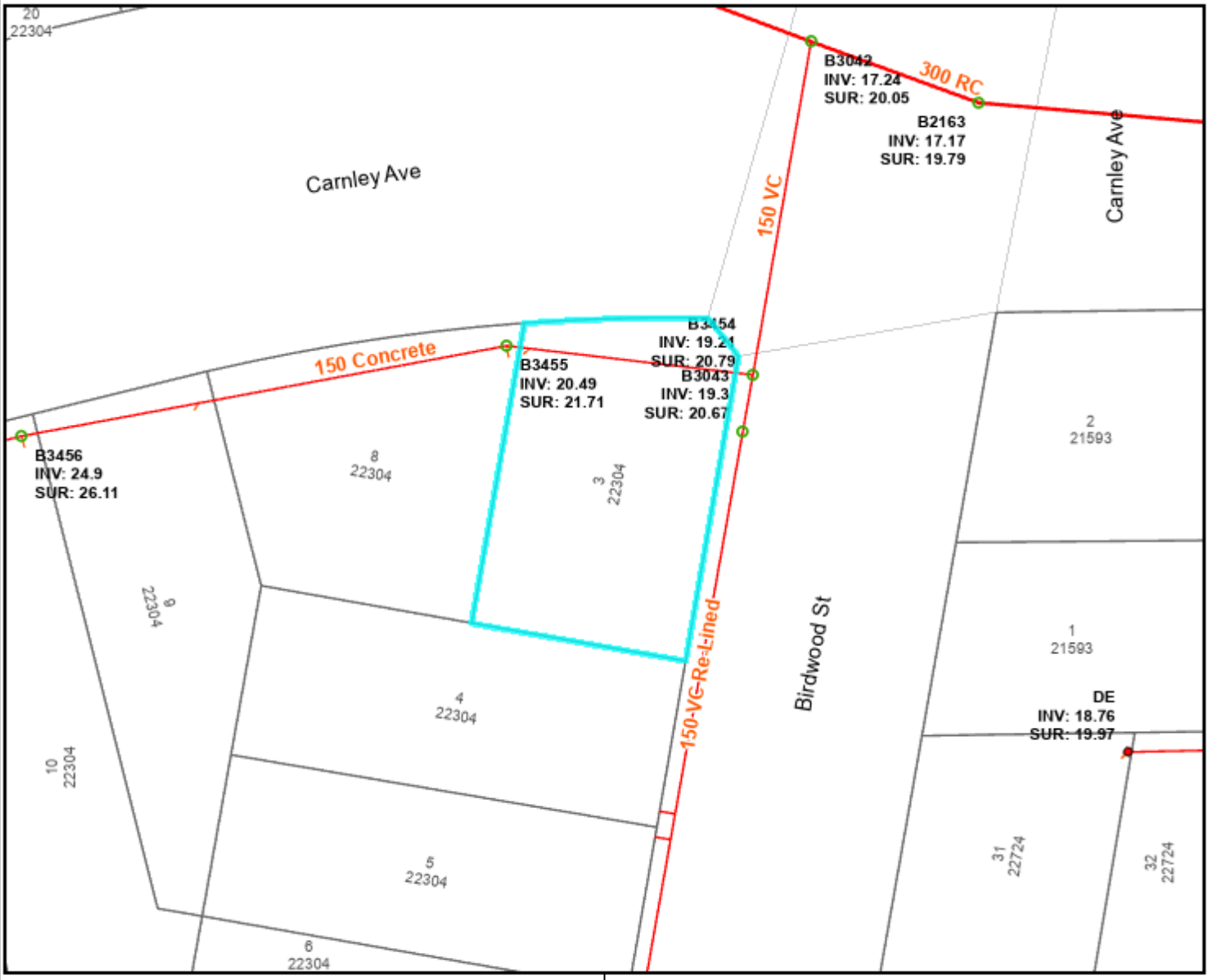
APPLICATION NO.: *2963162*

APPLICANT REF: *M 260102*

RATEABLE PREMISE NO.: *7249010428*

PROPERTY ADDRESS: *73 BIRDWOOD ST NEW LAMBTON 2305*

LOT/SECTION/DP:SP: *3//DP22304*



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

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

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

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

Date: 9/10/2026

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