

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

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by Buildcrest Pty Ltd ACN 090 556 362 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p><u>Jim Saran</u> Name of authorised person</p> <p>_____ Name of authorised person</p> <p><u>Sole Director and Sole</u> <u>Company Secretary</u> Office held</p> <p>_____ Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____ Signature of authorised person</p> <p>_____ Signature of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Name of authorised person</p> <p>_____ Office held</p> <p>_____ Office held</p>

Choices

Vendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

Pexa

Manual transaction (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable 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*☐ NO ☒ yes (if yes, vendor must provide

(GST residential withholding payment)

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: **Buildcrest Pty Ltd**Supplier's ABN: **47 090 556 362**

Supplier's GST branch number (if applicable):

Supplier's business address: **8 Braemar Circuit Orange NSW 2800**Supplier's representative: **Jim Saran**Supplier's contact phone number: **0417 431 321**Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☒ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☒ NO ☐ yes

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
Home Building Act 1989	
<ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover 	
Swimming Pools Act 1992	
<ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	Other <input type="checkbox"/> 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation within work order</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> , in relation to a period, at any time before or during the period; and a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and populate an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

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

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that service and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

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

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

2 CAMBRIDGE PL ORANGE NSW 2800

THIS IS THE ANNEXURE CONTAINING ADDITIONAL CLAUSES TO THE CONTRACT FOR SALE OF LAND

VENDOR: Buildcrest Pty Ltd ACN 090 556 362

PROPERTY: 2 Cambridge Place, Orange NSW 2800

1) The contract is amended as follows:

- i) Clause 7.1.1 is deleted.
- ii) Clause 8.1.1 delete the words “on reasonable grounds”.
- iii) Clause 8.1.2 delete the words “and those grounds”.
- iv) Clause 25 is deleted.

2) The purchasers acknowledge that they have inspected the property (and any improvements erected thereon and any furnishings and chattels included in the sale price) and that in entering into this contract he has not relied on any statement representation or warranty made by or on behalf of the vendors other than those set out in this contract and that the property, all improvements and furnishings and chattels are sold by the vendor and shall be accepted by the purchasers in the condition and state of repair thereof at the date of this contract subject to all latent and patent faults and defects and neither the purchasers nor their solicitor shall make or deliver to the vendors or their solicitor any objection, requisition or claim for compensation in relation to all or any of the matters aforesaid.

3) If completion does not occur on or before the completion date, either party is entitled to serve a notice to complete requiring completion to take place not less than 14 days after service of the notice, in which respect time is of the essence.

- i) Service of a notice to complete may be effected if it is transmitted by email to the email address stated in this contract for the party’s solicitor. Provided the email is sent before 3.00pm on any business day then service by email is taken to have been received on the date of receipt.
- ii) In the event such notice is validly served, the party receiving such notice shall pay to the other party the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the necessity for service of the notice, as a genuine pre-estimate of those additional expenses, to be allow by the party receiving the notice as an additional adjustment on completion.
- iii) The party serving a notice to complete reserves the rights to:

- (a) withdraw the notice, and;

(b) issue further notices to complete.

4) It is hereby expressly agreed that should the purchaser not complete this purchase by the completion date, without default by the Vendor, the purchaser shall:

- i) pay to the vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) interest per annum on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings.

5) The purchaser warrants to the vendor that:

- i) The purchaser does not require finance to purchase the property; or
- ii) The purchaser has obtained approval for finance to purchase this property on terms reasonable to the purchaser;

AND the purchaser acknowledges that as a result of making this disclosure the purchaser cannot terminate this contract pursuant to sections 134, 135 and 137 of the National Credit Code, being Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth).

6) For the purpose of preparation of the Transfer or other assurance of title the purchaser accepts that the particulars of title are as stated in the contract.

7) 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 first party's solicitor 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.
- c) The Purchaser promises that the Purchaser has the legal capacity to enter into this contract.

8) The purchaser warrants that he was not introduced to the property by a real estate agent other than the agent shown as the "Vendor's agent" on the front page of this contract and should any other real estate agent make a successful claim for commission against the vendor arising from a breach of the purchaser's warranty in respect of this matter then the purchaser shall indemnify the vendor in respect of such commission and in respect of all costs of and incidental to such claim for commission incurred by the vendor. This Clause shall not merge on completion.

9)

- i) The purchaser must within 7 days of discovering a breach by the vendor of any warranty implied by the Conveyancing (Sale of Land) Regulation, 2022 ("the Regulation"), give written notice to the vendor of that breach.
- ii) If the vendor breaches any warranty implied by the Regulation, the vendor may, before completion, serve a notice specifying the breach and the vendor may then rescind this contract if the purchaser does not serve a notice irrevocably waiving the breach ("waiver notice") within 14 days. If the purchaser serves a waiver notice before the vendor rescinds the contract under this clause, the vendor is no longer entitled to rescind the contract.
- iii) The purchaser has no claim against the vendor for breach of any warranty implied by the Regulation, other than the right of rescission conferred by the Regulation.

10) The Purchaser acknowledges that the Requisitions on Title annexed and marked "A" are deemed to be the Requisitions on Title raised by the Purchaser.

11) The parties agree that:-

- a) This contract may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are one and the same contract;
- b) Exchange of contracts may be effected by serving by email transmission, a full copy of the original executed counterpart of the contract; and
- c) If applicable, the parties shall use their best endeavours to serve on each party the originally signed counterparts of the contract as soon as practicable after exchange of contracts pursuant to subclause (b) but failure to do so for any reason does not affect the fact that the contract is validly made on the date that the exchange of counterparts is effected pursuant to subclause (b); and
- d) Notwithstanding the provision of subclause c) above in the event the contract was executed by electronic means including DocuSign we will not provide you with a hard copy of the contract.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
15.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the

Environmental Planning and Assessment Act 1979 (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
- 16.
- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?
17. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 18.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?
- Affectations/Benefits**
- 19.
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
21. Has the vendor any notice or knowledge that the Property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 23.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?

- (c) Do any service connections for any other property pass through the Property?
24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 5 business days prior to completion.
27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
29. Searches, surveys and enquiries must prove satisfactory.
30. The purchaser reserves the right to make further requisitions prior to completion.
31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

32. If the Contract is an off the plan contract:

- (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
- (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
- (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
- (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) in relation to the Property? If so, when was it made?
- (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



FOLIO: 52/1305029

SEARCH DATE	TIME	EDITION NO	DATE
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28/2/2025	9:16 AM	1	2/5/2024

LAND

LOT 52 IN DEPOSITED PLAN 1305029
AT ORANGE
LOCAL GOVERNMENT AREA ORANGE
PARISH OF ORANGE COUNTY OF WELLINGTON
TITLE DIAGRAM DP1305029

FIRST SCHEDULE

BUILDCREST PTY LTD

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 V356651 COVENANT
- 3 DP1287397 EASEMENT TO DRAIN WATER VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1287397 EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH AFFECTING THE
PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1287397 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (8) IN THE S.88B INSTRUMENT
- 6 DP1287397 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
NUMBERED (11) IN THE S.88B INSTRUMENT
- 7 AS851714 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 8 DP1305029 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO
THE LAND ABOVE DESCRIBED
- 9 DP1305029 RESTRICTION(S) ON THE USE OF LAND

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

504554...

PRINTED ON 28/2/2025

REFERENCE MARKS				
No.	MARK	BEARING	DIST	REFERENCE MARK ORIGIN
A	-	290°38'30"	5.09	RM DH & WING FD DP1287397
B	-	30°58'30"	4.375	RM DH & WING FD DP1287397
C	PEG FD	206°16'30"	4.41	RM DH & WING FD DP1287397
D	PEG PLACED	215°07'	5.495	RM DH & WING PLACED .
E	PEG FD	244°59'	7.26	RM DH & WING FD DP1287397
F	PEG FD	265°42'	9.53	RM SSM 202235 FD DP1287397
G	PEG FD	263°33'10"	16.76	RM DH & WING PLACED .
H	-	34°01'20"	7.395	RM DH & WING FD DP1287397
J	-	335°30'	2.755	RM DH & WING FD DP1287397

PM & SSM CONNECTIONS TO CORNERS

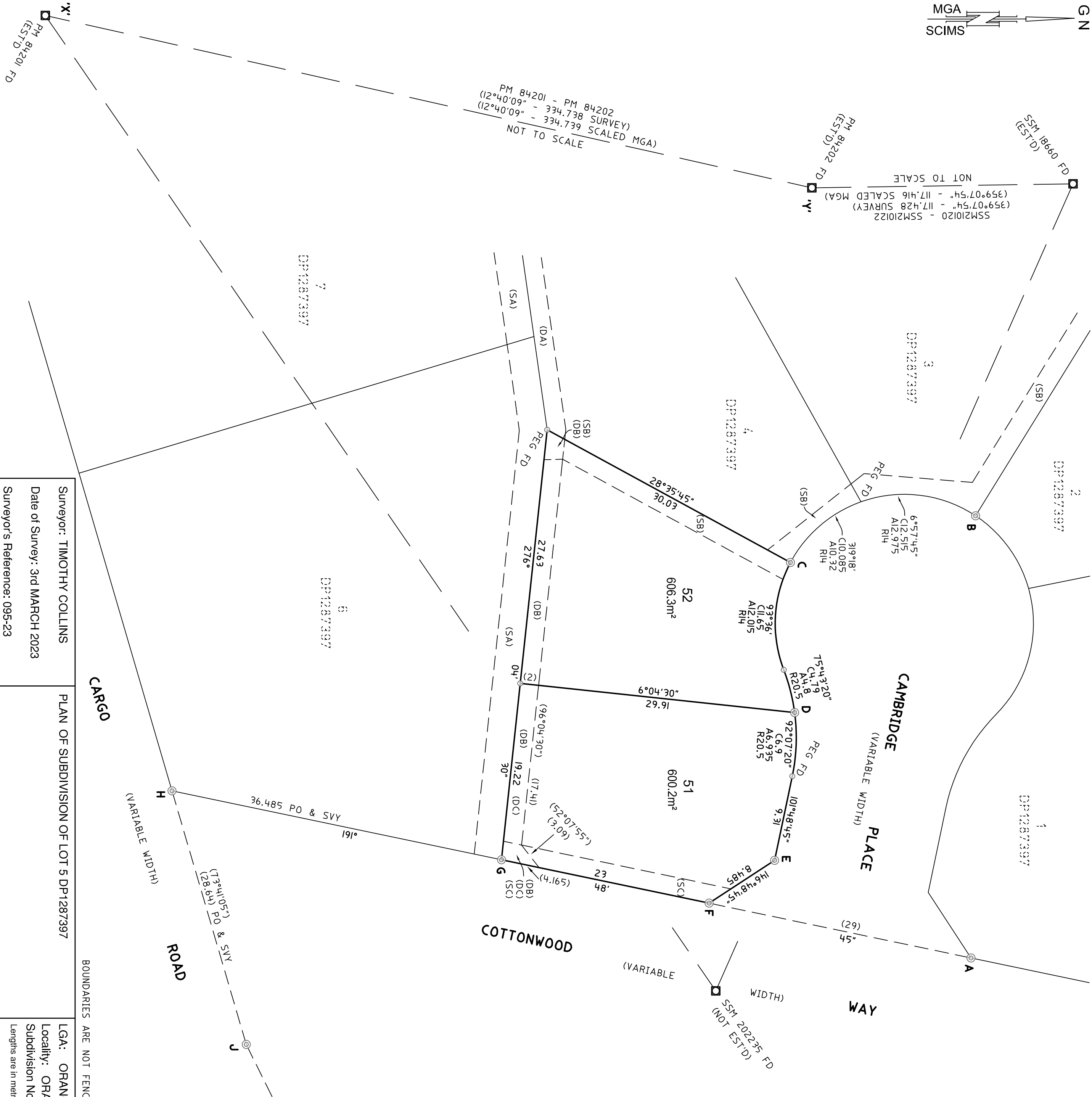
PM 84201 - COR G (64°50'17" - 174.023)
PM 84202 - COR C (166°48'16" - 227.271)
SSM 18660 - COR A (163°01'6" - 333.399)


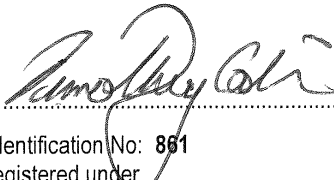

PM & SSM CONNECTIONS

SSM 18660 - SSM 202235 (163°54'03" - 360.938)
SSM 202235 - PM 84201 (240°29'03" - 197.333)

(DA) - EASEMENT TO DRAIN WATER 2 WIDE (DP1287397)
(DB) - EASEMENT TO DRAIN WATER VARIABLE WIDTH (DP1287397)
(DC) - EASEMENT TO DRAIN WATER VARIABLE WIDTH
(SA) - EASEMENT TO DRAIN SEWAGE 3 WIDE (DP1287397)
(SB) - EASEMENT TO DRAIN SEWAGE VARIABLE WIDTH (DP1287397)
(SC) - EASEMENT TO DRAIN SEWAGE 2 WIDE (DP1287397)


M.G.A. COORDINATE SCHEDULE					
CLAUSE 70 OF THE SURVEYING & SPATIAL INFORMATION REGULATION 2017					
MARK	MGA COORDINATES		CLASS	PU	METHOD STATE
	EASTING	NORTHING			
SSM 18660	692330.322	6315746.490	B	0.02	SCIMS FOUND
PM 84201	692258.692	6315302.535	B	0.02	SCIMS FOUND
PM 84202	692332.101	6315629.097	B	0.02	SCIMS FOUND
SSM 202235	692430	6315400	U	-	SCIMS FOUND
DATE OF SCIMS COORDINATES: 24/02/2023					MGA ZONE: 55
MGA DATUM: GDA 2020					COMBINED SCALE FACTOR : 0.999915



PLAN FORM 6 (2019)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheet(s)
<div>Registered:  02/05/2024</div> <div>Title System: TORRENS</div>	<div>Office Use Only</div> <div>Office Use Only</div> <div>DP1305029</div>	
PLAN OF SUBDIVISION OF LOT 5 DP1287397	LGA: ORANGE Locality: ORANGE Parish: ORANGE County: WELLINGTON	
<div>Survey Certificate</div> <div>I, TIMOTHY COLLINS of CARPENTER COLLINS & CRAIG, PO BOX 685 ORANGE 2800 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</div> <div><p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 3RD MARCH 2023</p><p>*(b) The part of the land shown in the plan (*being/*excluding ** was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on the part not surveyed was compiled in accordance with that Regulation, or</p><p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p><div>Datum Line: 'X'-'Y' MGA Type: Urban The terrain is Level-Undulating</div><div>Signature:  Dated: 6/05/24</div><div>Surveyor Identification No: 861 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></div></div>	<div>Crown Lands NSW/Western Lands Office Approval</div> <div>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</div> <div>Signature: Date: File Number: Office:</div> <div>Subdivision Certificate</div> <div>I, MARK HOSKES *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</div> <div>Signature:  Accreditation number: N/A Consent Authority: ORANGE CITY COUNCIL Date of endorsement: 29 FEBRUARY 2024 Subdivision Certificate number: 5579 File number: PR 29476</div> <div>*Strike through if inapplicable.</div>	
Plans used in the preparation of survey/compilation. DP1287397	Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: 095-23	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET**

Sheet 2 of 2 sheet(s)

Registered:  02/05/2024 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 5 DP1287397

DP1305029

Subdivision Certificate number: 5579
Date of Endorsement: 29 FEBRUARY 2024

This sheet is for the provision of the following information as required:

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2017*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

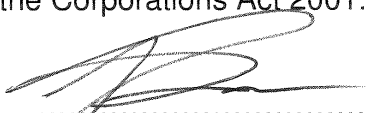
LOT	SUB ADDRESS NO.	ADDRESS NO.	STREET NAME	STREET TYPE	LOCALITY
51		1	Cambridge	Place	Orange
52		1A	Cambridge	Place	Orange

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

1. EASEMENT TO DRAIN WATER VARIABLE WIDTH (DC)
2. RESTRICTION ON THE USE OF LAND

Executed by Buildcrest Pty. Limited

ACN 090 556 362 in accordance with Section 127
of the Corporations Act 2001.


.....
Sole Secretary/ Sole Director
Jim SARAN

MORTGAGEE

National Australia Bank Limited ABN 12004044937

[Execution must include printed name of signatory and printed name of witness & address of witness]


Mortgagee under Mortgage No.

Signed at 2 Carrington St this 3RD day of April

2024 for National Australia Bank Limited ABN 12 004 044 937

by Grant Toole its duly

appointed Attorney under Power of Attorney No. 39 Book 4512

Attorney Signature, Level 3 Attorney 

Witness Signature 

Witness Name Kandy Wong

Witness Address 2 Carrington St, Sydney NSW 2000

If space is insufficient use additional annexure sheet

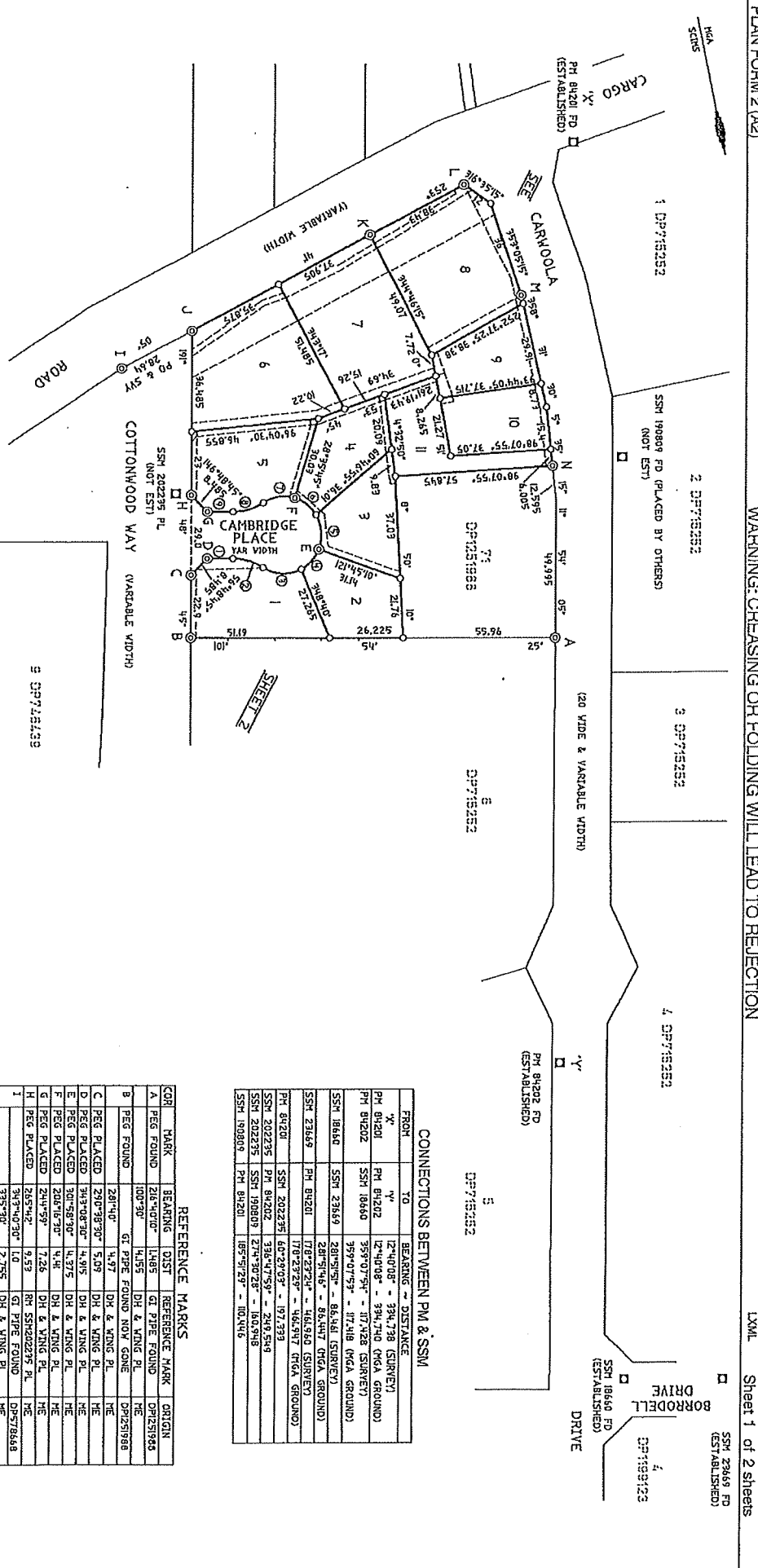
Surveyor's Reference: **095-23**

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LXAL

Sheet 1 of 2 sheets



M.G.A. COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
PM 84201	692258.493	639502.535	B	0.02	SCIMS	FOUND
PM 84202	692322.107	639528.087	B	0.02	SCIMS	FOUND
SSM 18660	692320.722	639546.491	B	0.02	SCIMS	FOUND
SSM 23649	692295.729	639584.260	B	0.02	SCIMS	FOUND
SSM 19089	692290.40	639599.175	U	U	CAD TRAY	PLACED
SSM 19089	692290.40	639599.175	U	U	CAD TRAY	FOUND
DATE OF SCIMS COORDINATES: 3/04/2022						
MGA DATUM: GDA 2020						
COMBINED SCALE FACTOR: 0.99995						

HEIGHT SCHEDULE

MARK	AND	CLASS	HEIGHT DATUM	VALIDATION	STATE
PM 84201	872.553	B	SCIMS	ADOPTED	FOUND
PM 84202	873.322	B	FROM SCIMS - DATUM VALIDATION	PLACED	FOUND
SSM 202235	867.06	U	TRE	HEIGHTING	FOUND
DATE OF SCIMS AND VALUES: 17th MARCH 2022					
HEIGHT DATUM: AHD71					

SHORT & CURVED BOUNDARIES

NUMBER	BEARING	DISTANCE	ARC	RADIUS
1	281°48'45"	9.31	11.75	26.5
2	281°48'45"	11.07	14.76	36.5
3	106°24'55"	9.755	8.645	36.5
4	65°24'45"	12.535	12.535	36.5
5	301°40'00"	10.085	10.085	36.5
6	212°34'00"	11.575	12.015	36.5
7	212°34'00"	11.575	12.015	36.5
8	281°48'45"	9.31	11.75	26.5
9	281°48'45"	9.31	11.75	26.5

CONNECTIONS

PM 84201 TO COR L 80°55'06" 42.886
PM 84202 TO COR N 19°18'04" 217.436
SSM 18660 TO COR B 161°09'52" 313.483
SSM 19089 TO COR N 77°50'34" 19.842

CONNECTIONS BETWEEN PM & SSM

FROM	TO	BEARING	DISTANCE
PM 84201	PM 84202	124°00'00" - 334.738 (SUBTEND)	
PM 84202	SSM 18660	124°00'00" - 334.738 (SUBTEND)	
SSM 18660	SSM 23649	359°07'59" - 107.728 (SUBTEND)	
SSM 23649	PM 84201	281°48'45" - 86.445 (SUBTEND)	
PM 84201	SSM 202235	170°23'24" - 464.546 (SUBTEND)	
SSM 202235	PM 84202	170°23'24" - 464.546 (SUBTEND)	
SSM 202235	SSM 19089	170°23'24" - 464.546 (SUBTEND)	
SSM 19089	PM 84201	170°23'24" - 464.546 (SUBTEND)	

REFERENCE MARKS

CON	MARK	BEARING	DIST	REFERENCE MARK	ORIGIN
A	PEG FOUND	216°40'00"	1.485	GI PIPE FOUND	DP1251988
B	PEG FOUND	100°30'00"	1.485	GI PIPE FOUND	DP1251988
C	PEG PLACED	281°48'45"	4.97	DR & WING PL	NE
D	PEG PLACED	290°38'30"	5.09	DR & WING PL	NE
E	PEG PLACED	301°58'30"	4.915	DR & WING PL	NE
F	PEG PLACED	301°58'30"	4.915	DR & WING PL	NE
G	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
H	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
I	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
J	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
K	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
L	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
M	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
N	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
O	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
P	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
Q	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
R	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
S	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
T	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
U	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
V	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
W	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
X	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
Y	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE
Z	PEG PLACED	204°16'30"	4.41	DR & WING PL	NE

HEIGHT DIFFERENCE SCHEDULE

FROM	TO	HEIGHT DIFFERENCE	METHOD
PM 84201	PM 84202	-6.759	SCIMS
PM 84202	SSM 202235	-12.262	TRE HEIGHTING
SSM 202235	PM 84201	-5.493	TRE HEIGHTING

LGA: ORANGE

Locality: ORANGE

Subdivision No. 5497

Landscape use in motion, Production Rule 1: 1000

Registered

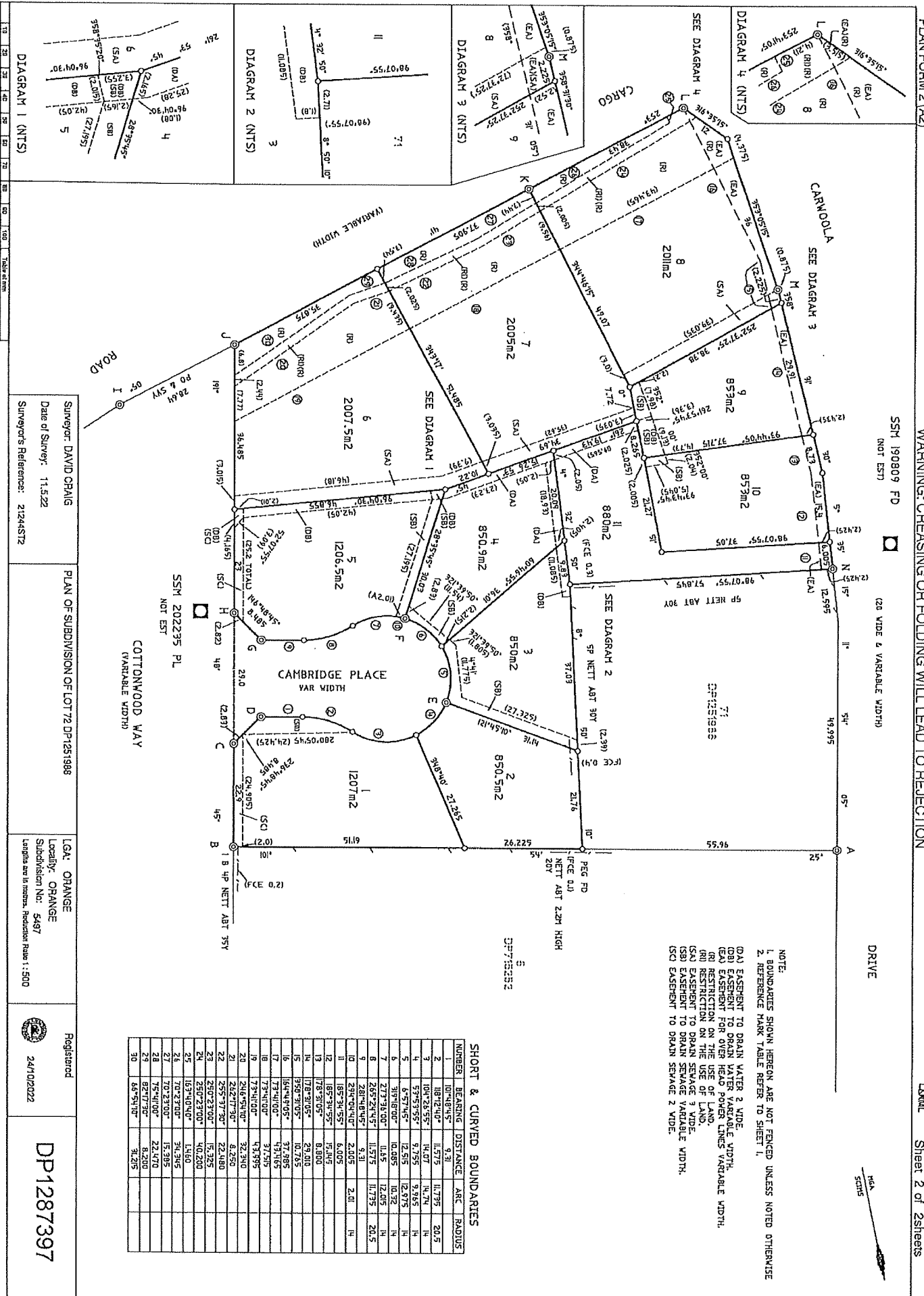
24/10/2022

DP1287397

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 2 sheets



SHORT & CURVED BOUNDARIES

NUMBER	BEARING	DISTANCE	ARC	RADIUS
1	101°48'45"	9.31		
2	108°12'40"	11.575	11.735	20.5
3	104°28'55"	14.07	14.74	14
4	57°53'55"	9.755	9.945	14
5	65°14'5"	12.515	12.975	14
6	31°16'00"	10.085	10.32	14
7	27°34'00"	11.45	12.015	20.5
8	265°24'45"	11.575	11.735	20.5
9	281°48'45"	9.31		
10	234°04'40"	2.005	2.01	14
11	185°34'55"	6.005		
12	178°31'05"	15.445		
13	178°31'05"	29.01		
14	178°31'05"	29.01		
15	135°31'05"	10.745		
16	164°44'05"	37.985		
17	173°41'00"	13.165		
18	173°41'00"	37.995		
19	173°41'00"	32.340		
20	204°54'10"	8.250		
21	232°17'30"	22.480		
22	255°37'30"	15.325		
23	250°23'00"	40.200		
24	163°40'40"	14.60		
25	163°40'40"	34.345		
26	163°40'40"	15.345		
27	163°40'40"	22.470		
28	163°40'40"	8.200		
29	163°40'40"	34.215		
30	163°40'40"	34.215		

Surveyor: DAVID CRAIG
 Date of Survey: 11.5.22
 Surveyor's Reference: 21244512

PLAN OF SUBDIVISION OF LOT 72 DP1251988

Locality: ORANGE
 Subdivision No: 5487
 Lengths are in metres, Reduction Ratio 1:500


Registered
 24/10/2022
 DP1287397

PLAN FORM 6 (2019)


WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

<p>Office Use Only</p> <p>Registered:  24/10/2022</p> <p>Title System: TORRENS</p>	<p>Office Use Only</p> <p>DP1287397</p>
<p>PLAN OF SUBDIVISION OF LOT 72 DP1251988</p>	<p>LGA: ORANGE</p> <p>Locality: ORANGE</p> <p>Parish: ORANGE</p> <p>County: WELLINGTON</p>
<p>Survey Certificate</p> <p>I, DAVID CRAIG of CARPENTER COLLINS AND CRAIG PO BOX 685 ORANGE a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, is accurate and the survey was completed on 11.5.22....., or</p> <p>*(b) The part of the land shown in the plan (being/excluding **.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>, the part surveyed is accurate and the survey was completed on..... the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: X- Y</p> <p>Type: *Urban/*Rural</p> <p>The terrain is *Level-Undulating / *Steep-Mountainous.</p> <p>Signature: <u>David Craig</u> Dated: <u>8.6.22</u></p> <p>Surveyor Identification No: 8245.....</p> <p>Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i></p> <p>*Strike out inappropriate words.</p> <p>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p>Crown Lands NSW/Western Lands Office Approval</p> <p>I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>
<p>Plans used in the preparation of survey/compilation.</p> <p>DP1251988, DP715252, DP578668</p>	<p>Subdivision Certificate</p> <p>I, <u>MARIA HERGENS</u> *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.6.15 of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature: <u>[Signature]</u></p> <p>Accreditation number: <u>N/A</u></p> <p>Consent Authority: <u>ORANGE CITY COUNCIL</u></p> <p>Date of endorsement: <u>16 JULY 2022</u></p> <p>Subdivision Certificate number: <u>5497</u></p> <p>File number: <u>PR28361</u></p> <p>*Strike through if inapplicable.</p>
<p>Surveyor's Reference: 21244ST2</p>	<p>Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE TO THE PUBLIC AS PUBLIC ROAD;</p> <p>1. CAMBRIDGE PLACE VARIABLE WIDTH.</p> <p>Signatures, Seals and Section 88B Statements should appear on PLAN FORM 8A</p>

PLAN FORM 6A (2019) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Registered:  24/10/2022 Office Use Only	Office Use Only
PLAN OF SUBDIVISION OF LOT 72 DP 1251988	<h1>DP1287397</h1>
Subdivision Certificate number:5497..... Date of Endorsement:18 JULY 2022.....	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Pursuant to Section 88B of the Conveyancing Act 1900 It is Intended to Create.

1. Easement to Drain Water 2 Wide (DA).
2. Easement to Drain Water Variable Width (DB).
3. Easement for Overhead Power Lines Variable Width (EA).
4. Restriction on the Use of Land (R1).
5. Easement to Drain Sewage 3 Wide (SA).
6. Easement to Drain Sewage Variable Width (SB).
7. Easement to Drain Sewage 2 Wide (SC).
8. Restriction on The Use of Land.
9. Restriction on The Use of Land. (R)
10. Restriction on The Use of Land.
11. Restriction on The Use of Land.


It is Intended to Release.

1. Easement for Effluent Disposal 5 wide (EF1) by DP 1251988.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21244ST2

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 3 of 3 sheet(s)

Registered:  24/10/2022 Office Use Only

Office Use Only

PLAN OF SUBDIVISION OF LOT 72 DP
1251988

DP1287397

Subdivision Certificate number: 5497
 Date of Endorsement: 18 July 2022

This sheet is for the provision of the following information as required:


- A schedule of lots and addresses - See 60(c) SSI Regulation 2017
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

SIGNATURE OF REGISTERED PROPRIETOR:

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor named below:

EXECUTED by SARAN HOMES PTY LTD ABN 69 066 358 521

Authority: s.127 Corporations Act 2001


 Chrisoula Saran
 Sole Director / Secretary

LOT	STREET NO	STREET NAME	STREET TYPE	LOCALITY
1	5	CAMBRIDGE	PLACE	ORANGE
2	4	CAMBRIDGE	PLACE	ORANGE
3	3	CAMBRIDGE	PLACE	ORANGE
4	2	CAMBRIDGE	PLACE	ORANGE
5	1	CAMBRIDGE	PLACE	ORANGE
6	218	CARGO	ROAD	ORANGE
7	216	CARGO	ROAD	ORANGE
8	2	CARWOOLA	DRIVE	ORANGE
9	4	CARWOOLA	DRIVE	ORANGE
10	6	CARWOOLA	DRIVE	ORANGE
11	8	CARWOOLA	DRIVE	ORANGE

If space is insufficient use additional annexure sheet

Surveyor's Reference: 21244ST2

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

Lengths are in metres

Sheet 1 of 4 Sheets

Plan DP1287397

Plan of Subdivision of Lot 72 DP 1251988

Subdivision Certificate

No ~~5497~~ Date 18. July 2022

Full Names and addresses of the Registered
 Proprietors of the land.

Saran Homes Pty Ltd.
 8 Braemar Circuit.
 ORANGE NSW 2800.
 ACN 066 358 521

PART 1

Number of Item shown in the intention panel on the plan.	Identity of Easement, profit a' prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodles or Prescribed Authorities:
1	Easement to Drain Water 2 Wide (DA).	11 4	9 & 10 3,9,10,11 & 71/1251988
2	Easement to Drain Water Variable Width (DB).	3 5 9	Lot 71 DP1251988 3, 4,9,10,11 and Lot 71 DP1251988 10
3	Easement for Overhead Power Lines Variable Width (EA).	8,9,10 & 11	Essential Energy
4	Restriction on the Use of Land (R1)	6,7 & 8 Part	Each and every other lot
5	Easement to Drain Sewage 3 Wide (SA).	6,7 & 8	Orange City Council.
6	Easement to Drain Sewage Variable Width (SB).	1, 3,4,5, 9 & 10	Orange City Council
7	Easement to Drain Sewage 2 Wide (SC).	1 & 5	Orange City Council
8	Restriction on The Use of Land.	1-11 Inclusive.	Each and every other lot
9	Restriction on The Use of Land. (R)	6,7 & 8 Part	Orange City Council
10	Restriction on The Use of Land	8	Orange City Council
11	Restriction on The Use of Land	5	Orange City Council

Lengths are in metres

Sheet 2 of 4 Sheets

Plan DP1287397 Plan of Subdivision of Lot 72 DP 1251988

Part 1A Release

Number of item shown in the intention panel on the plan.	Identity of Easement, profit a' prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement For Effluent Disposal 5 Wide (EF1) by DP 1251988.	72 DP 1251988	Orange City Council

PART 2

1. Terms of Easement numbered 3 in the plan

Easement for Overhead Powerlines the terms of which are set out in Part A of Memorandum AG189384.

2. Terms of Restriction on the Use of Land numbered 4 in the plan

No excavation is to occur within parts denoted R1 unless a Dial Before You Dig examination has been carried out.

3. Terms of Restriction on the Use of the Land Numbered 8 in the plan.

No fence shall be erected on any lot burdened to divide it from any adjoining lot owned by Saran Homes Pty Ltd without its consent, but such consent shall not be withheld if such fence is erected without expense to Saran Homes Pty Ltd provided that this restriction shall remain in force only during such time as Saran Homes Pty Ltd is the registered proprietor of any adjoining lot.

The name of the Authority empowered to release vary or modify the terms of this agreement is Saran Homes Pty Ltd during any period it is the registered proprietor of any adjoining lots and thereafter the subsequent registered proprietors of all adjoining lots.

4. Terms of Restriction on the Use of Land Numbered 9 in the Plan

The erection of any building within the lot is prohibited within 15m of the Cargo Road Boundary.

The name of the Authority empowered to release vary or modify the terms of this agreement is Orange City Council.

5. Terms of Restriction on the Use of Land Numbered 10 in the Plan

There is to be no vehicular access to the lot burdened from Cargo Road.

The name of the Authority empowered to release vary or modify the terms of this agreement is Orange City Council.

Lengths are in metres

Sheet 3 of 4 Sheets

Plan **DP1287397**

Plan of Subdivision of Lot 72 DP 1251988

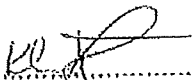
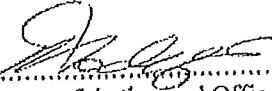
6. Terms of Restriction on the Use of Land Numbered 11 in the Plan


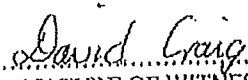
There is to be no vehicular access to the lot burdened other than from Cambridge Place.

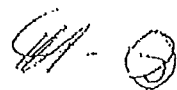
The name of the Authority empowered to release vary or modify the terms of this agreement is Orange City Council.

SIGNATURE OF COUNCIL.

Orange City Council by its authorised delegate pursuant to s.377
Local Government Act 1993.

SIGNATURE OF COUNCIL:	
Certified correct for the purpose of the Real Property Act 1900 by the authorised officer named below:	
I certify that the person signing opposite with whom I am personally acquainted or as to whose identity I am otherwise satisfied signed this document in my presence:	
	
Signature of Witness	Signature of Authorised Officer
KIKI HOPCEPPT	MARK HODGES
Print Name of Witness	Print Name of Authorised Officer
135 BYNG ST, ORANGE	DIRECTOR DEVELOPMENT SERVICES
NSW 2800	Authority of Officer signing on behalf of
Print Address of Witness	Orange City Council

SIGNATURE OF REGISTERED PROPRIETOR:	
Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor named below:	
EXECUTED by SARAN HOMES PTY LTD ABN 69 066 358 521	
Authority: s.127 Corporations Act 2001	
	
Chrisoula Saran	SIGNATURE OF WITNESS
Sole Director / Secretary	DAVID CRAIG
	NAME OF WITNESS
	4 Elisa Place, Orange
	ADDRESS OF WITNESS



SD

Lengths are in metres

4 4
Sheet 4 of 4 Sheets

Plan **DP1287397**

Plan of Subdivision of Lot 72 DP 1251988

EXECUTED by **ESSENTIAL ENERGY**
by its duly appointed attorney under Power
of Attorney Book 2745 No 5552 in the
presence of:

Signature of witness

James Kelly
Name of witness

8 Buller Street

Port Macquarie

NSW 2444.

Signature of attorney

Martin English
Solicitor
Name and title of attorney

REGISTERED:



24/10/2022

SA

SD

STAMP DUTY



SEP 1981



V356651

NEW SOUTH WALES

\$ = 01.00

PC 1 of 1	X
\$ 30	C

REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

STAMP DUTY

DESCRIPTION
OF LAND

**TENEMENTS on 1100
PANEL**

Nota (b)
This panel also to be
completed for transfer

TRANSFEROR
Note (c)

BATHURST ORANGE DEVELOPMENT CORPORATION a statutory body duly constituted under the provisions of the Growth Centres (Development Corporation) Act 1974.

PIECE USE ONLY

15

Note (d)

(the abovenamed TRANSFEROR) hereby acknowledges receipt of the consideration of \$ 5,062.00 and transfers an estate in fee simple in the land being transferred above described to the TRANSFeree

TRANSFEREE
(None)

MANCHELL ORCHARDS PTY. LIMITED a company duly incorporated in the New South Wales and having its registered office at 259 Lords Place, Orange

OFFICE USE ONLY

S.

TENANCY
Note (c)

~~as joint tenants/tenants in common~~

PRIOR ENCUMBRANCES
Note (f)

subject to the following PRIOR ENCUMBRANCES

Note (g)

~~(i) GRANTS/RESERVES as covenant 22 set out in SCHEDULE ONE hereto~~
~~(ii) COVENANTS with the TRANSFEREE as set out in SCHEDULE TWO hereto~~

Note (e)

AND the TRANSFEREE COVENANTS with the TRANSFEROR as set out in SCHEDULE THREE hereto

DATE OF TRANSFER, 31st August 1984

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

EXECUTION
Note (h)

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

Signature of Witness
Graham Brian Williams
Name of Witness (BLOCK LETTERS)
Solicitor, 00A166
Address and occupation of Witness

Signed for the Bathurst —
Orange Development Corporation

DELEGATE OF THE CORPORATION

Note (h)

Signed in my presence by the Transferee who is personally known to me.
THE COMMON SEAL of HANDBELL ORCHARDS PTY.
LIMITED was hereunto affixed by authority
of the Board of Directors in the presence
of the Director whose signature was set opposite
hereto and attested in presence of:

Director

TO BE COMPLETED
BY LODGING PARTY
Notes (i) and (j)

LODGED BY Trust, SYDNEY ...		LOCATION OF DOCUMENTS CT <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> Herewith, In R.G.O. with Produced by	
Delivery Box Number 45A		...	
Extra Fee	Checked by	REGISTERED 20 SEP 1984 ... Registrar General	ON CV ...

OFFICE USE ONLY

8240

RP 13A

SCHEDULE THREE HEREINBEFORE REFERRED TO

Notes (a) and (b)

~~The Transferor hereby covenants with~~

AND the transferee for itself, its assigns for the benefit of the adjoining lands in deposited Plan No 703819 but only during the ownership thereof of the transferor and its assigns other than purchasers on sale covenant with the transferor and its assigns that no fences shall be erected on the land hereby transferred to divide it from adjoining land without the consent in writing of the transferor and its assigns but such consent shall not be withheld if such fence is erected without expense to the Transferor and its assigns and in favour of any person dealing with the Transferee its assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected.

AND IT IS HEREBY INDICATED as to the hereinbefore mentioned restrictions:-

- (i) The land to which the benefit of the said restrictions hereby created is appurtenant within the meaning of Section 88 sub-section 1 (a) of the Conveyancing Act 1919 (as amended) is the land comprised in the adjoining lots in deposited plan No 703819.
- (ii) The land which is to be subject to the burden of the said restrictions within the meaning of Section 88 sub-section 1 (b) of the said Act is the land hereby transferred.
- (iii) The persons having the right to release vary or modify the said restrictions within the meaning of Section 88 sub-section 1 (c) of the said Act is the transferor.
- (iv) There are no persons whose consent to release variation or modification of the said restriction within the meaning of Section 88 sub-section 1 (d) of the said Act is stipulated for.

John R. Kelly

Chin

[Signature]

SECRETARY



[Signature]
DIRECTOR.

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

Lengths are in metres

Sheet 1 of 2 Sheets

Plan DP1305029

Plan of Subdivision of Lot 5
DP1287397

Subdivision Certificate

No. ~~5579~~ Dated ~~29.12.24~~

**Full Names and addresses of the
Registered Proprietors of the land.**

Buildcrest Pty Ltd
ACN 090 556 362
8 Braemar Circuit
ORANGE 2800

**Full Name and Address of the
Mortgagee of the Land**

National Australia Bank Limited
ABN 12004044937
239 Summer Street,
ORANGE 2800

PART 1

Number of item shown in the intention panel on the plan.	Identity of Easement, profit a' prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lots or parcels:	Benefited lots, roads, bodies or Prescribed Authorities:
1	Easement to Drain Water Variable Width (DC)	51	52
2	Restriction on the Use of Land	51 & 52	Orange City Council

PART 2

Terms of Restriction on the Use of the Land numbered 2 in the plan

1. No structures are to be erected upon the land so burdened, or landscaping or site works be undertaken, in a manner that adversely affects the continued operation of the Interlot stormwater drainage system constructed within the land so burdened.
2. No dwellings are to be erected upon the land so burdened unless said dwellings are those as approved by Orange City Council in development consent DA 84/2023(1)

The name of the Authority empowered to release vary or modify the terms of this agreement is Orange City Council.



Lengths are in metres

Sheet 2 of 2 Sheets

Plan **DP1305029**


Plan of Subdivision of Lot 5
DP1287397

Subdivision Certificate

No. 5579 Dated 29 FEBRUARY 2024

Executed by Buildcrest Pty. Limited


ACN **090 556 362** in accordance with Section 127
of the Corporations Act 2001.


Sole Secretary/ Sole Director
Jim SARAN

SIGNATURE OF COUNCIL:

Certified correct by Orange City Council by the authorised delegate named below pursuant to Section 377
of the Local Government Act 1993.

I certify that the person signing opposite with whom
I am personally acquainted or as to whose identity
I am otherwise satisfied signed this document in
my presence:


Signature of Witness

Print Name of Witness

Chardonné Zandberg

135 Byng Street

Orange NSW 2800

Print Address of Witness


Signature of Authorised Delegate

Print Name of Authorised Delegate

MARIL HORWES

DIRECTOR DEVELOPMENT SERVICES
Authority of Officer signing on behalf of
Orange City Council

MORTGAGEE

National Australia Bank Limited ABN 12004044937

[Execution must include printed name of signatory and printed name of witness &
address of witness]

Mortgagee under Mortgage No. _____

Signed at 2 Carrington Street this 3rd day of April
2024 for National Australia Bank Limited ABN 12 004 044 937

by Grant Toole its duly
appointed Attorney under Power of Attorney No. 39 Book 4512

Attorney Signature, Level 3 Attorney 

Witness Signature 

Witness Name Kandy Wong

Witness Address 2 Carrington St, Sydney NSW 2000

REGISTERED:



02/05/2024



Civic Centre, Byng Street, Orange
PO Box 35 Orange NSW 2800

Certificate under section 10.7
Environmental Planning and Assessment Act 1979
(and associated EP&A Regulation 2021)
(Planning Certificate)

Date of Issue: 3 March 2025
Receipt No: 4105520
Applicant Ref: 504554 MN
Certificate No: **2683**
Application No: 31776

To Baldock Stacy & Niven
PO Box 1070
ORANGE NSW 2800

Assessment No 24229
Parcel No 30097
Street Address 2 Cambridge Place, Orange
Property Description Lot 52 DP 1305029
Owner Buildcrest Pty Ltd

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land

Local Environmental Plan/s

Orange Local Environmental Plan 2011, as amended.

Development Control Plan/s

Orange Development Control Plan 2004.

State Environmental Planning Policies

- State Environmental Planning Policy (Biodiversity and Conservation) 2021
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing) 2021
- State Environmental Planning Policy (Industry and Employment) 2021
- State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development
- State Environmental Planning Policy (Planning Systems) 2021
- State Environmental Planning Policy (Primary Production) 2021
- State Environmental Planning Policy (Resilience and Hazards) 2021
- State Environmental Planning Policy (Resources and Energy) 2021
- State Environmental Planning Policy (Sustainable Buildings) 2022
- State Environmental Planning Policy (Transport and Infrastructure) 2021

(2) Name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land

No draft environmental planning instruments apply to the land.

No draft development control plans apply to the land.

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) Identity of zone/s

R2 Low Density Residential

(b) Purposes for which development in the zone/s:

(i) may be carried out without development consent (Zone R2):

environmental protection works; home-based child care; home occupations

(ii) may not be carried out except with development consent (Zone R2):

bed and breakfast accommodation; bee keeping; building identification signs; business identification signs; centre-based child care facilities; community facilities; dual occupancies; dwelling houses; electricity generating works; environmental facilities; exhibition homes; group homes; health consulting rooms; home businesses; home industries; hostels; information and education facilities; kiosks; neighbourhood shops; oyster aquaculture; places of public worship; pond-based aquaculture; recreation areas; recreation facilities (indoor); recreation facilities (outdoor); respite day care centres; roads; secondary dwellings; semi-detached dwellings; serviced apartments; tank-based aquaculture; veterinary hospitals; water supply systems

(iii) is prohibited (Zone R2):

any development not specified in item (i) or (ii) of Zone R2.

(c) Whether additional uses apply to the land

No additional permitted uses apply to the land.

(d) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land

The subject land is not affected by any development standard relating to the land's dimensions that does not permit the erection of a dwelling house.

(e) Outstanding biodiversity value

The land is not an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) Conservation area

The land is not in a heritage conservation area identified in Orange Local Environmental Plan 2011.

(g) Environmental heritage

A heritage item as listed in Part 1 of Schedule 5 and shown on the Heritage Map of Orange Local Environmental Plan 2011 is not situated on the land.

3 CONTRIBUTIONS PLANS

- (1) **Name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans**

Orange Development Contributions Plan 2024 (adopted 2 April 2024) applies to the land.

- (2) **Name of any special contributions area under the Act, Division 7.1 that the land is located within**

The land is not located in any special contributions area.

4 COMPLYING DEVELOPMENT

If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19

Complying development may be carried out on the land under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.17A.(1)(c)-(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

It is recommended that consultation of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 be undertaken to ascertain precisely the types of development that may be undertaken as complying development under the respective Codes listed above and to determine if any special exemptions apply, on the land that is the subject of this Certificate.

Advisory Note: Some properties in the Orange Local Government Area may be subject to the *Greenfield Housing Code under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. The "Greenfield Housing Code Area Map" can be accessed via this link:

<https://www.planning.nsw.gov.au/Policy-and-Legislation/Housing/Greenfield-Housing-Code/Maps>

5 EXEMPT DEVELOPMENT

If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A

The land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 because of that Policy, clause 1.16(1)(b1)-(d).

It is recommended that consultation of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 be undertaken to ascertain precisely the types of development that may be undertaken as exempt development under the respective Codes listed above and to determine if any special exemptions apply, on the land that is the subject of this Certificate.

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (a) Council is not aware that an affected building notice is in force in relation to the land.
- (b) Council is not aware that a building product rectification order is in force in relation to the land that has not been fully complied with.
- (c) Council is not aware that a notice of intention to make a building product rectification order given in relation to the land is outstanding.

7 LAND RESERVED FOR ACQUISITION

The land is not subject to acquisition by an authority of the State under Orange Local Environmental Plan 2011.

8 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment proposal under:

- (a) the Roads Act 1993, Part 3 Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the Council.

9 FLOOD RELATED DEVELOPMENT CONTROLS

- (1) The land or part of the land is not within the flood planning area and is not subject to flood related development controls.
- (2) The land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls.

For further information regarding flooding, please see Council's "Flooding Fact Sheet" at: <https://www.orange.nsw.gov.au/wp-content/uploads/2021/07/Flood-Fact-Sheet.pdf>

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

The land is not affected by an adopted policy 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.

11 BUSH FIRE PRONE LAND

The subject land is not bush fire prone land.

12 LOOSE-FILL ASBESTOS INSULATION

The land does not include residential premises, within the meaning of the Home Building Act 1989, Part 8, Division 1A, that are listed on the Register kept under that Division.

13 MINES SUBSIDENCE

The land is not declared to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14 PAPER SUBDIVISION INFORMATION

- (1) Council has not received notice of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a ballot.
- (2) Council has not received notice that a subdivision order applies to the land.

15 PROPERTY VEGETATION PLANS

Council has not been notified of any property vegetation plan approved and in force under the *Native Vegetation Act 2003*, Part 4, that applies to the land.

16 BIODIVERSITY STEWARDSHIP SITES

Council has not been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5.

17 BIODIVERSITY CERTIFIED LAND

Council has not been notified that the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8.

18 ORDERS UNDER *TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006*

Council has not been notified of an order 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 annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

20 WESTERN SYDNEY AEROTROPOLIS

State Environmental Planning Policy (Precincts-Western Parkland City) 2021 does not apply to the land.

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Council is not aware of any conditions of a development consent granted after 11 October 2007 in relation to the land that are of a kind set out in section 88(2) of that Policy.

22 SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (1) Council is not aware that there is a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate in relation to proposed development on the land.
- (2) Chapter 2 Part 2 Division 1 of State Environmental Planning Policy (Housing) 2021 does not apply to the land.
- (3) Chapter 2 Part 2 Division 5 of State Environmental Planning Policy (Housing) 2021 does not apply to the land.
- (4) There are no conditions of a development consent relating to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009 clause 17(1).
- (5) There are no conditions of a development consent relating to the land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009 clause 38(1).

23 WATER OR SEWERAGE SERVICES

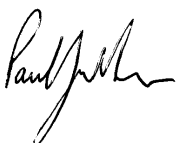
Council is not aware of water or sewerage services that are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

Council has taken all reasonable steps to ensure the above information is accurate and complete. However, due to the historical nature of the information, Council does not accept liability for any omissions that may inadvertently occur in relation to the information.

David Waddell

CHIEF EXECUTIVE OFFICER

Per



Any request for further information in connection with the above should be marked for the attention of Council's Manager Development Assessments, Mr Paul Johnston - (02) 6393 8260.

For information on matters other than those pertaining to this certificate, contact Council's Customer Service number - (02) 6393 8000.

Some information contained within this certificate has been provided by Land and Property NSW. If that information is vital for the end use, that information should be verified by the applicant for the certificate with Land and Property NSW.

(enclosure: asbestos information fact sheet)

ASBESTOS INFORMATION FACT SHEET (attachment for 10.7 certificates)

Naturally Occurring Asbestos

Some rocks and associated soils in the Orange City Local Government Area naturally contain asbestos minerals. When disturbed, these materials have the potential to release asbestos fibres into the air.

Mapping of these potential deposits has been released by the NSW Government - Trade & Investment NSW. These maps can be found on the SafeWork NSW website - see:

<https://trade.maps.arcgis.com/apps/PublicInformation/index.html?appid=87434b6ec7dd4aba8cb664d8e646fb06>

Orange City Council also has some more detailed information on naturally occurring asbestos - see:

Asbestos Management Plan:

www.orange.nsw.gov.au/wp-content/uploads/2018/08/Asbestos-Management-Plan.pdf

Strategic Policy ST001 – Asbestos Management

www.orange.nsw.gov.au/wp-content/uploads/2018/07/Asbestos-Management-ST001.pdf

Asbestos products in buildings and other infrastructure

Asbestos was commonly used in the manufacture of building products until the mid-1980s, after which it was gradually phased out. Many buildings constructed prior to a total ban on the use of asbestos in 2003 are likely to have asbestos containing materials. Table 1 provides a 'general rule' of the likelihood that a building would contain asbestos materials.

Table 1
General Likelihood of a Building Containing Asbestos
(Source: Office of Local Government - *Model Asbestos Policy for NSW Councils*)

Date of Construction	Likelihood Structure Contains Asbestos
before the mid-1980s	Highly likely to contain asbestos containing materials;
between the mid 1980s and 1990	Likely to contain asbestos containing materials;
between 1990 and 31 December 2003	Unlikely to contain asbestos containing materials;
after 31 December 2003	Very unlikely to contain asbestos containing materials as a total ban on any activity involving asbestos products became effective on that date.

Asbestos contamination resulting from disturbance of either of the above

Contamination may be the result of illegal dumping of asbestos containing materials, from incidents such as building fires or prior uncontrolled placement of asbestos containing materials.

Loose Fill Asbestos Insulation

Finally, it is noted that in the 1960s and 1970s a loose fill asbestos ceiling insulation material was installed in commercial and residential premises by an ACT-based company trading as 'Mr Fluffy'. It is also understood that other companies may have installed similar insulation materials. This product was made of crushed, loose asbestos and was either pumped or spread by hand into the ceiling space. This material may be very easily disturbed, generating airborne asbestos fibres that may cause health risks if inhaled or ingested. Additionally, the material can migrate from the ceiling to other areas of the building, such as walls and subfloor areas.

There is increasing evidence to suggest that this loose fill asbestos insulation material was installed not only in the ACT, but also in many areas of NSW, including Orange. Residents are encouraged to make their own enquiries to determine the age of the buildings on the land to which this certificate relates and, if it contains a building constructed prior to 1980. Council strongly recommends that any potential purchaser obtain advice from a licensed asbestos assessor to determine whether or not loose fill asbestos is present in the building and if so, the health risks (if any) this may pose for the building's occupants.

The NSW Government administers the "Loose Fill Asbestos Insulation Register" which lists properties that have been positively identified as containing loose fill asbestos insulation. This register may be accessed by the public using the NSW Fair Trading Website <https://www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register>

Additional information regarding the loose fill asbestos insulation may be obtained from NSW Fair Trading on telephone 13 32 20.

D25/24051
PR30097

5 March 2025

Baldock Stacy & Niven
PO Box 1070
ORANGE NSW 2800

Dear Sir/Madam

Sewer Diagram Issued	SD 173/2025(1)
Owner	LOT 52 DP 1305029 - 2 CAMBRIDGE PLACE ORANGE
Your Reference	Buildcrest Pty Ltd
	504554 MN

Enclosed please find the Sewer Diagram in respect of the abovementioned premises as requested in your application, which was received by Council on 03/03/2025.

If you require further information, please contact Hayden Taylor on 02 6393 8238.

Yours faithfully



Melissa Maccallum
MANAGER BUILDING & ENVIRONMENT
enc



ORANGE CITY COUNCIL SEWER SERVICE DIAGRAM

NATIONAL CONSTRUCTION CODE OF AUSTRALIA

Owner : ...BUILDQUEST PTY LTD File No : PR30097 Plan No :
Premises : 2 CAMBRIDGE PLACE Lot/D.P. : 52/1305029 Locality : CALARE

REFERENCE

- | | | | | | |
|----------------------|----------------------|-----------------------------|-------------------------------|------------------|-----------------|
| ☒ Gully | ○ Inspection Opening | ○ ^{WS} Waste Stack | ● Sewer Man Hole | WC. Water Closet | Bth. Bath |
| ▤ Grease Interceptor | ■ Inspection Chamber | ○ ^V Vent Pipe | — Absorption Trench | FW. Floor Waste | S. Kitchen Sink |
| ⊗ Boundary Trap | ○ Educt Vent | × Capped Point | ○ Septic Tank | H. Basin | L. Laundry Tub |
| ⊗ Inspection Shaft | — Reflux Valve | — Pump Unit | □ OTS Onsite Treatment System | Shr. Shower | U. Urinal |

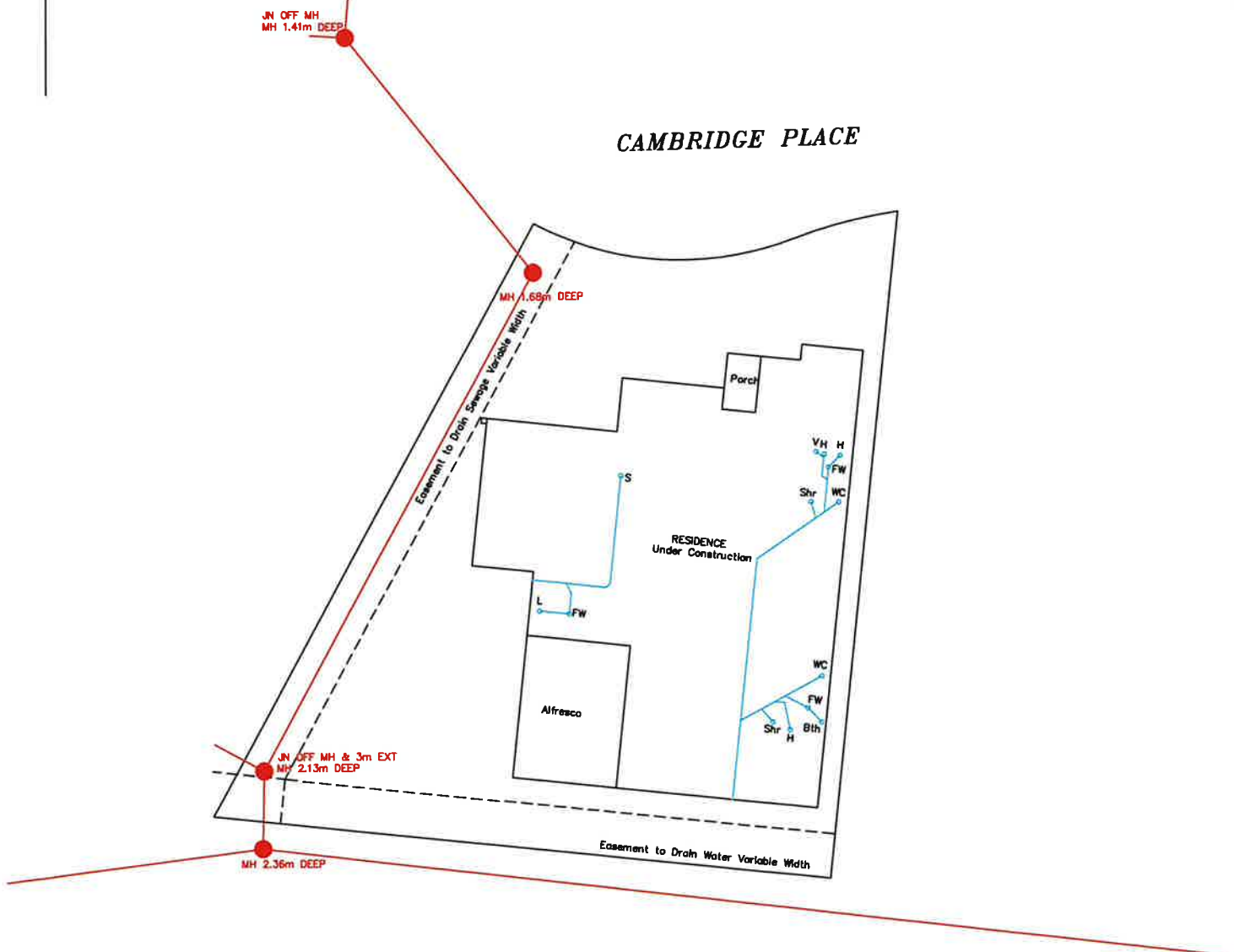
RED LINES: Council Sewer Mains

BLUE LINES: House Drainage Lines

NOTE: Information shown on Orange City Council's plans and records, especially as regards sewer and associated levels is not a guarantee as to the accuracy, correctness or completeness of such information, makes no representations, gives no warranties and accepts no responsibility as to the accuracy, correctness or completeness of any such information, and shall not be liable for any loss or damage occasioned directly or indirectly through the use of or reliance on, the information contained on the plan. Persons excavating must exercise care and will be held responsible for any damage to Council's infrastructure. Only licensed plumbers and drainers are permitted to carry out any plumbing and drainage work. This diagram MUST NOT be taken to infer any approvals.



CAMBRIDGE PLACE



Date: 4 MARCH 2025

Scale 1:300

Melissa MacCallum
Manager Building and Environment
PLUMBER