

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Tim Mutton Estate Agents Shop 3, 48 Anderson Avenue, Panania NSW 2213 Email: tim@timmuttonea.com.au	Phone: 9772 0277 Ref: Tim Mutton

co-agent

vendor **TITANIUM INNOVATIONS PTY LTD ACN 682 840 080**

vendor's solicitor	Catherine Shad Legal Pty Ltd PO Box 9, Gladesville NSW 1675 Email: info@catherineshadlegal.com.au	Phone: 0472606891 Ref: CS:26919
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date for completion **42nd day after the contract date (clause 15)**

land (address, plan details and title reference) **12 Monie Avenue, East Hills NSW 2213**
Lot 12 Section 6 in Deposited Plan 11170
Folio Identifier 12/6/11170

VACANT POSSESSION subject to existing tenancies

improvements HOUSE garage carport home unit carspace storage space
 none other:

attached copies documents in the List of Documents as marked or as numbered:
 other documents:

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.				
inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> other:			
exclusions				
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$ _____	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by Titanium Innovations Pty Ltd ACN 682840080 in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Director</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

Choices

Vendor agrees to accept a **deposit-bond**

NO yes

Nominated Electronic Lodgement Network (ELN) (clause 4):
Manual transaction (clause 30)

PEXA
 NO yes

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

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

Land tax is adjustable

NO yes

GST: Taxable supply

NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

NO yes

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

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

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)

NO yes (if yes, vendor must provide details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*: \$

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

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

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

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

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

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

List of Documents

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

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

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:

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

- 6.1 *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 *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held 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 *servicing* 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 *servicing* 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 *servicing* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's* *solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's* *solicitor* (apart from a direction under clause 4.8 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 *servicing* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 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.

12 MONIE AVE EAST HILLS NSW 2213

Conditions of Sale by Auction

Part 3, Clause 18 of the Property and Stock Agents Regulation 2022

- (1) The following conditions are prescribed as applicable to the sale by auction of land or livestock—
 - (a) the vendor's reserve price must be given in writing to the auctioneer before the auction commences unless the auction relates solely to livestock,
 - (b) a vendor bid must not be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of vendor bids that may be made,
 - (c) the highest bidder is the purchaser, subject to any reserve price,
 - (d) if there is a disputed bid—
 - (i) the auctioneer is the sole arbitrator, and
 - (ii) the auctioneer's decision is final,
 - (e) the auctioneer may refuse to accept a bid that, in the auctioneer's opinion, is not in the best interests of the vendor,
 - (f) a bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person,
 - (g) a bid must not be made or accepted after the fall of the hammer,
 - (h) as soon as practicable after the fall of the hammer the purchaser must sign the agreement for sale, if any.
- (2) The following conditions, in addition to the conditions prescribed by subsection (1), are prescribed as applicable to the sale by auction of residential property or rural land—
 - (a) all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
 - (b) subject to the condition prescribed by subsection (3)(a)—
 - (i) the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and
 - (ii) no other vendor bid may be made by the auctioneer or another person,
 - (c) immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- (3) The following conditions, in addition to the conditions prescribed by subsections (1) and (2), are prescribed as applicable to the sale by auction of co-owned residential property or rural land or the sale of co-owned residential property or rural land by a seller as executor or administrator—
 - (a) more than 1 vendor bid may be made to purchase the interest of a co-owner

- (b) a bid by or on behalf of an executor or administrator may be made to purchase in that capacity,
 - (c) before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller,
 - (d) before the commencement of the auction, the auctioneer must announce the bidder registration number of all co-owners, executors or administrators or a person registered to bid on behalf of a co-owner, executor or administrator.
- (4) The following condition, in addition to the conditions prescribed by subsection (1), is prescribed as applicable to the sale by auction of livestock—
- The purchaser of livestock must pay the stock and station agent who conducted the auction, or under whose immediate and direct supervision the auction was conducted, or the vendor, the full amount of the purchase price—
- (a) if the amount can reasonably be determined immediately after the fall of the hammer—before the close of the next business day following the auction, or
 - (b) if the amount cannot reasonably be determined immediately after the fall of the hammer—before the close of the next business day following determination of the amount, or
 - (c) if some other time for payment is specified in a written agreement between the purchaser and the agent, or the purchaser and the vendor, made before the fall of the hammer—before or at the time specified in the agreement.



1. STANDARD CONDITIONS OF THE CONTRACT AMENDMENTS

The standard conditions of this contract are herein deemed to be amended as follows:

- a) Clause 5.2- delete in its entirety and replace with “ the purchaser acknowledges that they are not entitled to serve any requisitions on title other than the form of requisition attached to this contract and the vendor will have no obligation to reply to any further requisitions served”
- b) Clause 7.1.1 – the words “exceeds 5% of the price” is replaced by “exceeds 0.5% of the price”.
- c) Clause 8.1.1 – delete the words “on reasonable grounds”.
- d) Clause 14.2 – the addition of the following sentence after the word “completion” :-

“The amounts and figures for water consumption furnished by the relevant water rating authority even if estimated or provisional shall be conclusive for the purposes of such apportionment and adjustment...” and;
- e) Clause 14.4.2 – delete the first two bullet points;
- f) Clause 16.6 – delete;
- g) Clause 25 – delete;
- h) Clause 28 – delete;

2. DEPOSIT OF LESS THAN TEN PERCENT (10 %)

- 2.1 This clause shall only operate in the event the vendors expressly consent in writing to accept the deposit in instalments prior to the Contract being entered into.
- 2.2 The Purchaser/s acknowledges that the Deposit payable hereunder is ten percent (10%) of the Purchase Price which shall be payable in the following instalments:
 - (a) Five Percent (5%) on exchange of Contracts and;
 - (b) The balance of Five Percent (5%) on the earlier of termination of the Contract by the Vendor or on the date for completion and this time is essential.
- 2.3 If the Vendor/s terminates this Contract, the Vendor/s shall in addition to any rights and remedies conferred on it by law and equity have the right to sue the purchaser for the unpaid balance of deposit.
This Clause shall not merge on termination of this Contract.

3. PURCHASER ACKNOWLEDGEMENT

- 3.1 The Purchaser agrees and acknowledges that no reliance has been made upon any warranty or representation by the vendor or any person on behalf of the vendor except as expressly provided in this contract. The Purchaser acknowledges that this contract constitutes the whole contract between the parties and that the Purchaser has relied entirely on the purchaser's own enquires relating to, and inspection of the property all improvements and any items of furnishings and chattels referred to on the front page of this contract and in relation to the use to which the property may be put.
- 3.2 The purchaser warrants that it is relying entirely upon the purchaser's own enquires relating to:
 - (i) the fitness or suitability for any particular purpose of the Property;
 - (ii) the purchaser's obligations and rights under this contract;
 - (iii) Any Contamination if any exists
 - (iv) Any Asbestos materials in the property
 - (v) the state of repair and condition of any improvements and/or fixtures; and
 - (vi) any financial return, income and investment advice despite:
 - a. any forecasts or feasibilities; and
 - b. information relating directly or indirectly to the purchase of the Property by the purchaser as an investment on any basis whatsoever, provided to the purchaser by or on behalf of the vendor.



- 3.3 The purchaser acknowledges that the purchaser is purchasing the property in its present state of repair and condition and will make no objection, requisition or claim for compensation concerning the state of repair or condition of the property or any latent or patent defect in quality in the property.
- 3.4 Special condition 3 may be pleaded by the vendor as an absolute bar to any proceedings brought by the purchaser for any latent or patent defect, whether such defect is known, unknown, concealed or otherwise by or to the vendor.

4. LATE COMPLETION

- 4.1 If completion of this contract takes place after the completion date, it is an essential condition of this contract that the purchaser pay to the vendor on completion, in addition to the other moneys payable under this contract the amount obtained by applying a simple interest formula of ten percent (10%) per annum to the balance of the purchase price and calculated on a daily basis from the completion date stipulated in this contract to and including the date upon which this contract is completed.
- 4.2 No interest will be payable in respect of any period during which the vendor is in default under this contract.

5. VENDORS AGENT

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

6. FOREIGN PERSONS

- 6.1 The purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act 1975 requiring the obtaining of consent to this transaction do not apply to the purchaser and to this purchase.
- 6.2 In the event of there being a breach of this warranty whether deliberately or unintentionally the purchaser agrees to indemnify and to compensate the vendor in respect of any loss, damage, penalty, fine or legal costs which may be incurred by the vendor consequently thereof.

7. NOTICE TO COMPLETE

- 7.1 It is hereby agreed that the notice to complete provision referred to in clause 15 of the standard conditions shall be a fourteen (14) day notice to complete making time of the essence of this agreement and such time shall be deemed sufficient by both parties at law and in equity.
- 7.2 If the purchaser fails to complete this contract on or before the completion date otherwise than through the fault of the vendor then in addition to the payment of interest pursuant to clause 4 hereof the purchaser shall also pay to the vendor the sum of Four Hundred and Forty Dollars (\$440.00) to cover legal costs and other expenses incurred as a consequence of delay as a genuine pre estimate of those additional expenses to be allowed by the purchaser to the vendor as an adjustment on completion.

8. RELEASE OF DEPOSIT

- 8.1 The purchaser hereby agrees to release to the vendor the deposit money paid herein for the payment of a deposit or payment of stamp duty on the purchase of another property if required PROVIDED HOWEVER that such deposit moneys shall be payable only to:
- (i) a solicitor's trust account;
 - (ii) a real estate agent's trust account; or
 - (iii) Revenue NSW



The vendor's solicitor agrees to supply the purchaser's solicitor with particulars of any release of deposit pursuant to this clause.

- 8.2 The Purchaser provides the agent with an irrevocable authority, upon the signing of this contract, to release the deposit to the Vendors Solicitor's Trust Account, for use within the Electronic Workspace at completion, such authority deemed provided after a request by the vendor solicitor, in writing, and an undertaking that the funds are held in escrow to be disbursed only at the time of settlement.

9. RESCISSION PURSUANT TO SECTION 66U OF THE CONVEYANCING ACT 1919

This clause only applies if there is a cooling off period. If the purchaser serves a notice of rescission as provided for in Section 66U of the Conveyancing Act 1919 the deposit holder is authorised and directed to disburse and pay the deposit as follows:

- (a) to the vendor - the amount forfeited under Section 66V of that Act (0.25% of the purchase price), and
- (b) to the purchaser - the balance of the deposit.

10. VENDORS TITLE

10.1 Notwithstanding any provision herein to the contrary the purchasers shall not be entitled to request particulars of the vendor's title. The purchaser agrees that sufficient particulars of the vendor's title are disclosed in the contract.

10.2 The purchaser shall not be entitled to make any requisition, objection or claim for compensation in respect of any of the following:

- (a) Any encroachments by or upon the subject property;
- (b) The position of any building fences structures improvements drains pipes or electrical cables (if any);
- (c) Any other matter which may be referred to or disclosed in a survey report whether such survey report is annexed hereto or not.

11. DELAYED SETTLEMENT

If settlement does not take place on the day first appointed due to the default of the Purchaser or the Purchaser's mortgagee, the Purchaser must pay all fees and costs reasonably incurred by the Vendor or the Vendor's mortgagee in relation to any rearrangement of settlement, capped at \$330.00 (inclusive of GST).

12. SWIMMING POOL

12.1 In the event this Contract relates to land on which there is a swimming pool within the meaning of the Swimming Pools Act 1992 ("the Act"), annexed to this contract is one:

- (a) A valid certificate of compliance issued under the Act; or
- (b) A relevant occupation certificate within the meaning of the Act (being an occupation certificate issued under the Environmental Planning and Assessment Act 1979 that is less than 3 years old and that authorises the use of the swimming pool) and evidence that the swimming pool is registered under Part 3A of the Act; or
- (c) A valid certificate of non-compliance issued under the Swimming Pools Regulation 2018.

12.2 Despite clause 12.1 herein, the Purchaser acknowledges and agrees that in the event that a valid certificate of non-compliance issued under the Swimming Pools Regulation 2018 is annexed to this contract, then the Purchaser shall not be entitled to make any objection, requisition or claim for compensation nor rescind, terminate, nor delay completion of this Contract and the Purchaser shall rectify any such items of non-compliance at the Purchasers expense within 90 days of completion.

13. PARTY'S CAPACITY

Notwithstanding any rule of law or equity to the contrary, should one or more of the following events occur prior to completion of this contract (irrespective of whether that event affects only one of several persons or companies purchasing jointly):-

- a) The Purchaser being a natural person:-
 - (i) dies;
 - (ii) become bankrupt;



- (iii) is sentenced to imprisonment for a term exceeding one month;
 - (iv) becomes mentally ill as defined in the Mental Health Act or is committed to a psychiatric institution; or
 - (v) enters into a scheme or makes an assignment for the benefit of its creditors;
- then the Vendor party may rescind this agreement by notice in writing to the Purchaser in which case the provisions of clause 19 apply.

13.1 The Purchaser being a company:-

- (i) is presented with a summons or petition for its winding up;
 - (ii) enters into a scheme of arrangement for the benefit of its creditors;
 - (iii) resolves to go into liquidation; or
 - (iv) is put into control of a liquidator, receiver, administrator or official manager,
- then the Vendor may terminate this Contract by notice in writing to the Purchaser and the provisions of clause 19 shall apply.

14. VACANT POSSESSION

Notwithstanding any other provision of this Contract, the parties specifically acknowledge and agree that SHOULD this Contract be subject to VACANT POSSESSION, and, at the date of this Contract being entered into between the parties there is a tenant occupying the premises, completion shall be the latter of the due date on the front page of the Contract for Sale or 3 business days after the tenant vacates the premises. This is an essential term of the Contract

15. LEASE

If the sale is subject to a lease:

- (a) The property is sold and the purchaser takes title subject to the lease affecting the Property.

Lease Terms:

- (b) The Purchaser acknowledges that it has undertaken extensive due diligence of the lease and investigations and enquiries as to all matters relating to the terms, nature, status and enforceability of the Lease.

Acceptance of Lease:

- (c) The Purchaser is not entitled to rescind, terminate or delay completion of this contract, nor to object, requisition or make any claim in relation to any matter relating to the lease including:
 - (i) by reason of any term of the lease;
 - (ii) in relation to the use of the premises the subject of the Lease;
 - (iii) in relation to any outstanding breach of the Lease, the Retail Leases Act 1994, The Conveyancing Act 1919 or the Real Property Act 1900;
 - (iv) on the grounds that any term of the Lease is or may be unenforceable or open to termination or being avoided;

No Warranty:

- (d) The Vendor does not warrant or represent:
 - (i) that the Lessee will not be in breach under the Lease, as at completion;
 - (ii) that the Lease is legally binding;
 - (iii) the ability of the Lessee to comply with its obligations under the Lease;
 - (iv) that the Lease complies with the relevant legislation including the Retail Leases Act 1994, the Conveyancing Act 1919 and the Real Property Act 1900.
 - (v) The Purchaser is not entitled to rescind, terminate or delay completion of this Contract, nor object, requisition or make claim because of any matter referred to in clause 15 occurring on or before completion.
- (e) Notwithstanding if the property is sold subject to the existing tenancies, in the event any of the tenants vacate the property prior to the settlement for any reason whatsoever at the time of the settlement, the vendor will be under no obligation to acquire any new tenants and the purchaser will make no objection, requisition or claim for compensation nor have any right of rescission or termination.

16. BUILDING CERTIFICATE

- (a) The vendor does not have a building certificate issued in accordance with sections 149A to 149E of the Environmental Planning and Assessment Act 1979 for the improvements on the land.
- (b) The purchaser may not have the property inspected to obtain a building certificate.



- (c) The purchaser may not make a claim or requisition, delay completion, rescind or terminate because the purchaser does not obtain a building certificate before completion

17. ORDER ON THE DEPOSIT HOLDER

The Purchaser must at least two (2) hours prior to completion, provide the Order on the Agent to the Vendor's Solicitor, which will be held in escrow pending completion of this transaction. Upon completion of this transaction, the Vendor's Solicitor is entitled to deal with the Order on the Agent.

18. SETTLEMENT FIGURES

The Purchaser agrees that, should draft settlement figures and all applicable certificates not be provided to the Vendor's Solicitor at least three (3) business days prior to the date for completion, the Purchaser shall pay to the Vendor the sum of **\$110.00 (inclusive of GST)**. This amount represents a genuine pre-estimate of the additional legal costs incurred by the Vendor as a result of the delay and shall be allowed to the Vendor by way of adjustment in the settlement sheet on completion.

19. REMOVAL OF BRACKETS

If there is a television wall bracket, any bracket or wall mount on the walls of the property, the vendor will not repair or make good any holes in the wall following the removal of the said bracket or mount and the purchaser cannot make any claim for compensation, termination, or delay settlement.

20. ADJUSTMENTS

The parties agree to adjust the usual outgoings and all amounts pursuant to this contract on completion. However, if any amount is incorrectly calculated, adjusted or overlooked, the parties agree to correct such error and to reimburse each other accordingly after settlement within 10 business days of notice of the discrepancy. This clause shall merge on the 30th day from the date for completion.

21. ELECTRONIC SIGNATURE

21.1 The parties acknowledge and agree that prior to the signing of this Contract both the Vendor and the Purchaser consented to the Contract being electronically signed using DocuSign;

21.2 This Contract may be validly created by counterparts electronically signed by each party using DocuSign and shall together be deemed to constitute one and the same instrument;

21.3 It is agreed that the delivery of a counterpart of the Contract bearing an electronic signature rather than a 'wet' signature shall be deemed to bind the party whose signature is so represented;

21.4 For the avoidance of doubt, no witnessing of a party's signature is required;

21.5 The parties agree to be bound by copies of this Contract which has been electronically signed using DocuSign in accordance with this Special Condition;

21.6 The parties agree that they will be bound by, have complied with and will comply with the Electronic Transactions Act 2000 (NSW), in relation to the execution of this Contract.

21.7 In this Special Condition 21, DocuSign means the secure electronic signature technology system operated by DocuSign Inc."

22. ENVIRONMENTAL LIABILITY

22.1 No Representation is given in relation to:

- (a) any Activity(ies) on or prior to Completion;
- (b) the existence or extent of Contamination emanating from, on, in, under or over the Property or any Affected Land;
- (c) the status of compliance with Environmental Laws applicable (before, upon or after Completion) with respect to the Property or any Affected Land;
- (d) liabilities of any Activity or Contamination on or prior to Completion with respect to the Property or any Affected Land; or
- (e) the extent to which the Property or any Affected Land is the subject of or cause of harm to the Environment.

22.2 The Purchaser acknowledges that it has made all inspections and enquiries and has, to the extent



required, effected such tests, to satisfy itself in relation to all issues in relation to the Environment in connection with the Property or any Activity, the status of compliance with Environmental Laws and the Condition of the Property and/or any Affected Land, including the existence and extent of Contamination.

22.3 Subject to the terms of this Contract, on and from Completion, the Purchaser shall assume all responsibility and Liability for and associated with any and all Contaminants in, on, under or above the Property or any Affected Land and any improvements on it, including full responsibility for compliance with and Liability under all Environmental Laws.

22.4 From Completion, the Purchaser releases and must indemnify the Vendor from and against all:

- (a) Environmental Liability;
- (b) Liability or Cost suffered or incurred by the Vendor in respect of any:
 - i. default by the Purchaser under Clause 22.3;
 - ii. direction, notice or order given or made under an Environmental Law;
 - iii. breach of an Environmental Law;
 - iv. Claim in respect of Contamination of, or from, the Property.

22.5 This Clause 22 does not merge on Completion.

23. CDC

- a. Annexed to this Contract is a copy of Complying Development Certificate and ancillary documents relating to the property (Approval).
- b. The Vendor makes no representation or warranty in respect of the existence, accuracy, validity, currency, or enforceability of the Approval, other than that, to the Vendor's knowledge, the Approval was issued by the relevant consent authority.
- c. On Completion, the Vendor will deliver to the Purchaser all plans, certificates, and documentation relating to the Approval that are in the Vendor's possession.
- d. The Purchaser acknowledges and agrees that:
 - i. the Purchaser must rely solely on its own enquiries, investigations, and independent professional advice in relation to the Approval, including compliance with any conditions of the Approval, the suitability of the Property for the Purchaser's intended use, and any approvals required for future development; and
 - ii. the Vendor shall have no liability to the Purchaser or any third party for any loss, damage, cost, or expense (whether direct or indirect) arising out of or in connection with the Approval or any reliance placed upon it.
- e. Notwithstanding the above, the Purchaser acknowledges that any conditions, preconditions, or requirements associated with the Approval which remain outstanding are to be satisfied by the Purchaser, and all costs associated with the same are to be borne by the Purchaser.
- f. This clause does not merge on Completion and applies notwithstanding any other provision of this Contract.

24. GOODS AND SERVICES TAX

- 24.1 The amounts payable by the purchaser under this contract do not include any amount payable pursuant to the New Tax System (Goods and Services Tax) Act 1999 (Cth), the New Tax System (Goods and Services Tax Transition) Act 1999 (Cth) or any cognate legislation (the GST Legislation).
- 24.2 If any amount (including any GST on adjustments) is or becomes payable pursuant to the GST Legislation the purchaser shall be liable for that amount.
- 24.3 Payment or allowance of the amount of any liability for GST in accordance with this Special condition is an essential term of this contract. The amount must be paid or allowed by the purchaser to the vendor on or before completion (or if liability is ascertained following completion, then on demand by the vendor) and in breach thereof interest will also be payable at 10% of the contract. This special condition does not merge on completion.



25.GUARANTEE (THIS CLAUSE ONLY APPLIES WHERE THE PURCHASER IS A CORPORATION)

25.1 This contract is entered into by the vendor at the request of the Guarantor/s as depicted in Clause 25.6 and in consideration of the vendor entering this contract at the guarantor’s request the guarantor covenants and agrees with the vendor as follows that the guarantor is jointly and separately liable with the purchaser to the vendor:

- (a) for the performance and observance by the purchaser of its obligations under this Contract; and
- (b) for any damage or loss incurred by the vendor as a result of the purchaser’s failure to perform its obligations under this contract or the termination of this Contract by the vendor.

25.2The guarantor:

- (a) Indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and
- (b) must pay on demand any money due to the vendor under this indemnity.

25.3The guarantor’s obligations under this clause are not released, discharged or otherwise affected by:

- (a) the granting of any time, waiver, covenant not to sue or other indulgence;
- (b) the release or discharge of any person;
- (c) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
- (d) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- (e) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- (f) the winding up of the purchaser.

25.4This clause binds the guarantor and the executors, administrators and assigns of the guarantor.

25.5In the event the guarantor is more than one person then this clause binds each of them jointly and severally and each of them give the guarantee and indemnity and is liable and otherwise undertakes the guarantor’s obligations and is jointly and severally subject to the provisions of this clause.

25.6The Guarantor/s are _____ of _____
(“Guarantor/s”)

25.7It is an essential term of this contract that the guarantor/s signs this contract.

<p>Signed by the Guarantor</p> <p>_____</p> <p>Signature</p> <p>Full Name:</p>	<p>In the Presence of</p> <p>-----</p> <p>Signature</p> <p>Witness Name</p> <p>Address:</p>
---	--



REQUISITIONS ON TITLE	REPLIES
1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.	Noted
2. 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.	Noted
3. 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.	Noted
4. 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.	Not that that the vendor is aware.
5. When and where may the title documents be inspected?	This is an electronic title and a paper title has not issued.
6. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.	Noted subject to the terms of the contract.
7. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the Land Tax Management Act 1956 (NSW)) at least 14 days before completion.	Noted.
8. To whom do the boundary fences belong?	Presumably to the vendor and adjoining owners.
9. Is the vendor aware of any dispute regarding boundary or dividing fences?	Not to the vendors knowledge
10. Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 (NSW) or the Encroachment of Buildings Act 1922 (NSW)?	Not to the vendors knowledge
11. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?	Not to the vendors knowledge
12. 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 7 days prior to completion.	Noted
13. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.	Not agreed
14. The purchaser reserves the right to make further requisitions prior to completion.	Not Agreed
15. 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.	Not Agreed

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----FOLIO: 12/6/11170

SEARCH DATE	TIME	EDITION NO	DATE
3/2/2026	8:29 PM	5	1/8/2025

LAND

LOT 12 OF SECTION 6 IN DEPOSITED PLAN 11170
LOCAL GOVERNMENT AREA CANTERBURY-BANKSTOWN
PARISH OF BANKSTOWN COUNTY OF CUMBERLAND
TITLE DIAGRAM DP11170

FIRST SCHEDULE

TITANIUM INNOVATIONS PTY LTD (T AV297671)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 AV297672 MORTGAGE TO PERPETUAL CORPORATE TRUST LIMITED

NOTATIONS

UNREGISTERED DEALINGS: PP DP1318533.

*** END OF SEARCH ***

Pending...

PRINTED ON 3/2/2026

PLAN

D.P. 11170

(E)

of subdivision of —
 the land comprised in C.T. Vol. 1478 Folios ~~108~~ —

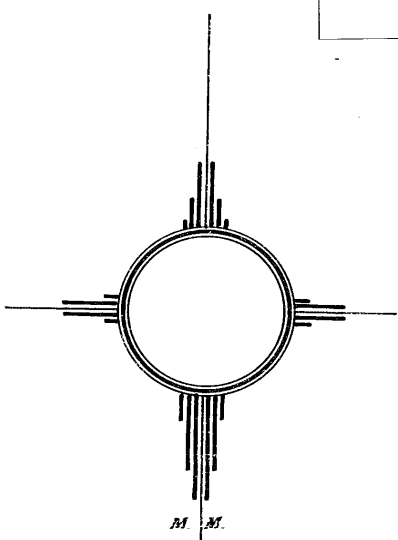
103 *Scale 1/100'*

TOWN COUNTY OF CUMBERLAND

Scale 120 feet to an inch —

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 11170 CONTINUED			
FELT INCHES	METRES		
179	9 54.79		
180	- 54.86		
182	- 55.47		
182	9 1/4 55.71		
183	8 55.98		
186	1 3/4 56.74		
186	6 1/4 56.85		
187	0 1/2 57.01		
191	0 1/4 58.22		
191	0 1/2 58.23		
192	3 1/4 58.6		
190	7 3/4 59.02		
195	6 1/2 59.6		
196	4 1/4 59.85		
197	9 1/2 60.29		
200	- 60.96		
205	7 1/2 62.67		
206	6 1/2 62.95		
206	6 3/4 62.96		
213	9 1/2 65.77		
215	10 1/2 65.8		
216	9 1/4 66.07		
224	8 1/2 68.49		
226	1 68.91		
243	8 3/4 74.29		
AL	RD	P	SQ M
-	-	22 1/4	562.8
-	-	32 1/4	815.7
-	-	32 1/2	822
-	-	36	910.5
-	-	36 1/4	916.9
-	-	36 1/2	923.2
-	-	36 3/4	929.5
-	-	37	935.8
-	-	38	961.1
-	-	38 1/2	973.8
-	-	39	986.4
-	-	39 1/4	992.7
-	-	39 1/2	999.1
-	-	39 3/4	1005
-	-	1	1012
-	-	1 1/4	1018
-	-	1 3/4	1031
-	-	1 1/4	1043
-	-	1 1/2	1050
-	-	1 1 3/4	1056
-	-	1 2 1/4	1069
-	-	1 2 1/2	1075
-	-	1 2 3/4	1081
-	-	1 3	1088
-	-	1 3 1/2	1100
-	-	1 3 3/4	1107
-	-	1 4 1/2	1126
-	-	1 4 3/4	1132
-	-	1 5	1138
-	-	1 5 1/4	1144
-	-	1 5 3/4	1157
-	-	1 6 1/4	1170
-	-	1 6 3/4	1182
-	-	1 7 1/4	1195
-	-	1 8 3/4	1233
-	-	1 9 1/2	1252
-	-	1 10 1/4	1271
-	-	1 11 1/4	1296
-	-	1 25 1/2	1657
-	-	1 27 1/4	1701



Plan Form No. 1 (for Deposited Plan)

Municipality of Bankstown
 Shire of
 A.796645 23. 3. 22.

PLAN

DP11170 ©

— of subdivision of
 — part of the land comprised in C

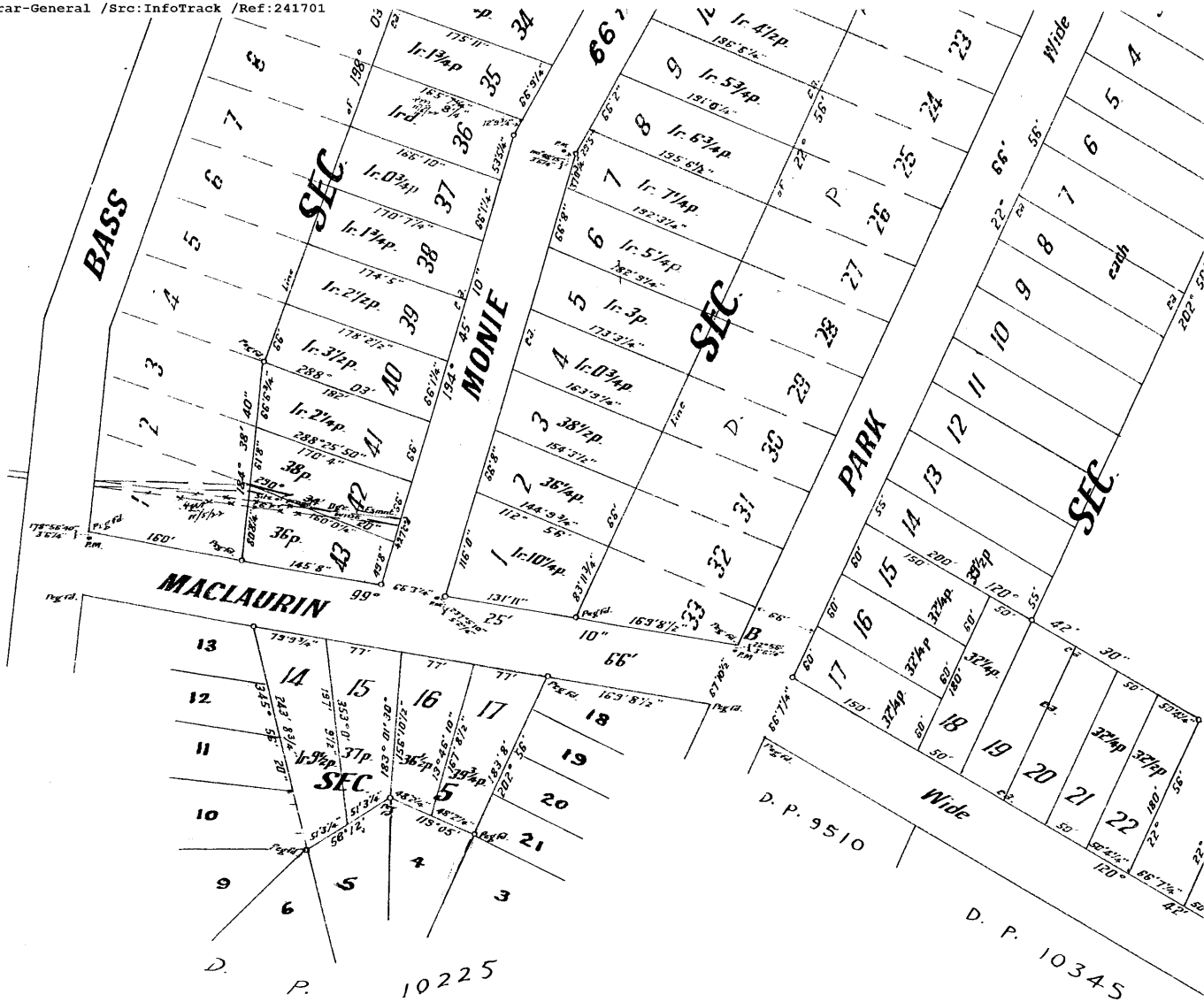
PARISH OF BANKSTOWN COUNTY

Scale 120 feet to an inch

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 11170	
FEET INCHES	METRES
1 0 1/8	0.51
3 6 1/4	1.075
3 6 1/2	1.08
5 2 1/4	1.58
7 2 1/8	2.185
9 3 1/4	2.825
12 9 3/4	3.905
16 10 1/2	5.145
29 5	8.965
35 1 1/2	10.705
37 0 3/4	11.295
45 -	13.715
45 4 1/4	13.825
46 11 1/2	14.315
47 5	14.4
48 2 1/4	14.685
48 7 1/4	14.815
49 8	15.14
50 -	15.24
50 4 1/4	15.35
51 3 1/4	15.625
53 5 1/4	16.29
55 -	16.765
58 -	17.60
60 -	18.29
61 8	18.795
66 -	20.115
66 1 1/4	20.15
66 2	20.17
66 3 1/4	20.2
66 6 3/4	20.29
66 7 1/4	20.3
66 8	20.32
66 9 1/4	20.35
67 10 1/2	20.69
68 -	20.725
68 8 1/2	20.94
71 -	21.64
71 10 1/2	21.905
71 10 3/4	21.915
77 -	23.47
79 9 3/4	24.325
80 8 1/4	24.595
83 11 3/4	25.595
90 -	27.43
92 4	28.145
92 6 1/4	28.2
93 9	28.575
100 -	30.48
116 -	33.355
131 11	40.21
144 9 3/4	44.14
145 8	44.4
150 -	45.72
154 3 1/2	47.03
156 10 1/2	47.815
157 2 1/4	47.91
159 5	48.59
160 -	48.77
160 0 1/4	48.775
163 8 1/4	49.89
163 9 1/4	49.915
163 11 1/4	49.97
165 8 1/4	50.5
166 10	50.85
167 5	51.03
167 8 1/2	51.12
168 5 1/2	51.35
169 8 1/2	51.73
170 4	51.92
170 7 1/4	52
172 11 3/4	52.72
175 5 1/4	52.81
174 9	53.16
175 11	53.62
177 6	54.1
178 2 1/2	54.32





— There are no covenants —
 or restrictions

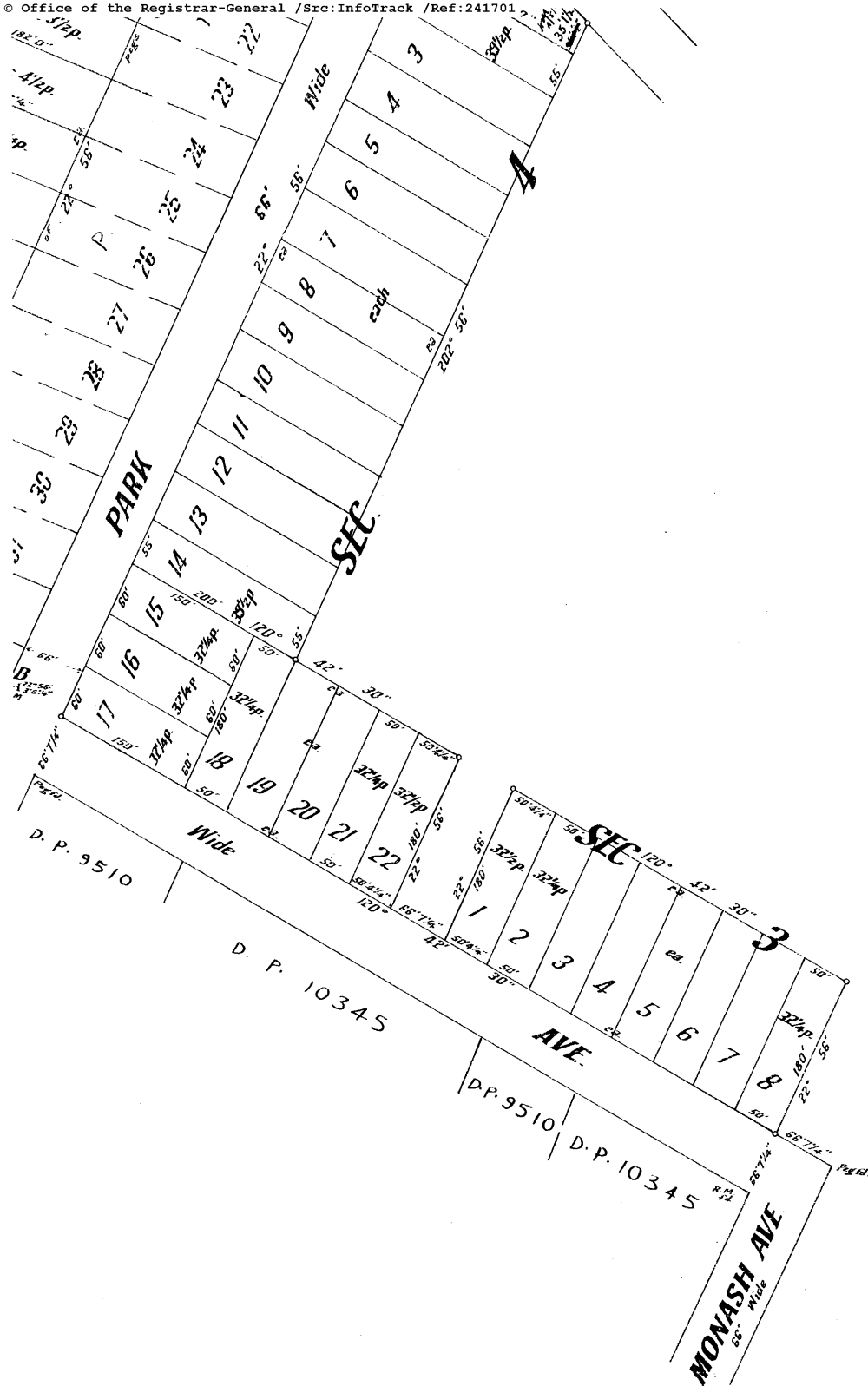
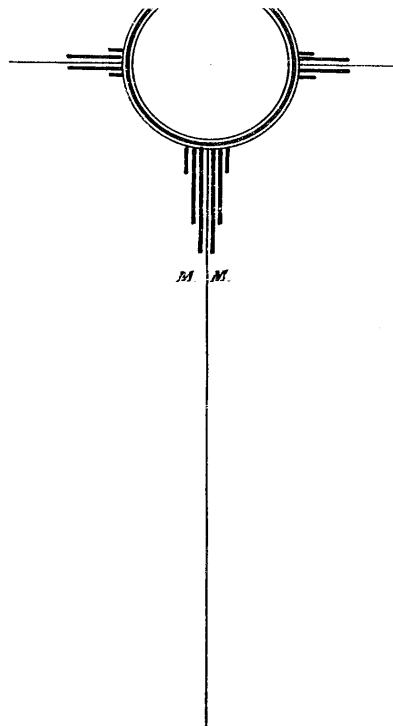
— It is intended to dedicate —
 — Monie Avenue and Maclaurin Av. —

E. W. M. Mullan
 Managing Agent

Subscribed and de
 day of A

Datum: line of Azimuth A-B.

DP 11170[®]



DP 11170 (E)

I, Henry Newton Scott of Pitt St Sydney
 Licensed Surveyor, specially licensed under the Real Property Act do hereby solemnly and sincerely
 declare that the boundaries and measurements shown in this plan are correct for the purposes of
 the said Act, and that the survey of the land to which the plan relates has been made
 under my immediate supervision and I make this solemn declaration conscientiously
 believing the same to be true, and by virtue of the provisions of the Oaths Act, 1900.

Henry Newton Scott
 Licensed Surveyor.

Subscribed and declared before me at Sydney this 7th
 day of November A.D. 1921

H.E. Dadehall J.P.

Date of Survey Oct. 18th 1921

CS:165620

Catherine Shad Legal Pty Ltd
PO Box 9
GLADESVILLE NSW 1675

PLANNING CERTIFICATE

Section 10.7(2) of the Environmental Planning and Assessment Act 1979

Certificate No: 20260789
4 February 2026

Land which Certificate is issued for:

Lot 12 Sec 6 DP 11170

12 Monie Avenue, EAST HILLS NSW 2213

Note: The information in this certificate is provided pursuant to Section 10.7(2) and (5) of the Environmental Planning and Assessment Act 1979 (the Act), and as prescribed by Schedule 2 of the Environmental Planning and Assessment Regulation 2021 (the Regulation). The information has been extracted from Council's records, as it existed at the date listed on the certificate.

Planning certificates are issued on the Strata Plan, not the lot number. The information on a planning certificate is the same for all the lots in the same Strata Plan property. Your Strata may or may not have a Lot 0. A Planning Certificate issued for Lot 0 has the same information as other lots in that same Strata Plan property.

Please note that the accuracy of the information contained within the certificate may change after the date of this certificate due to changes in Legislation, planning controls or the environment of the land.



**CAMILLE LATTOUF
MANAGER CITY STRATEGY AND DESIGN**

**INFORMATION PROVIDED UNDER SECTION 10.7 (2)
OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979.**

1 ENVIRONMENTAL PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

1.1 Relevant Planning Instruments

Canterbury Bankstown Local Environmental Plan 2023

1.2 Relevant Development Control Plans

Canterbury Bankstown Development Control Plan 2023

1.3 State Environmental Planning Policies

Note: The following information indicates those State Environmental Planning Policies (SEPP) which may apply to the subject land. A summary explanation of each SEPP can be sourced from the Department of Planning, Housing and Infrastructure (DPHI) website at <https://www.planning.nsw.gov.au>. The full wording of each SEPP can also be accessed via the NSW Legislation website at <https://legislation.nsw.gov.au>.

State Environmental Planning Policies:

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 2: Vegetation in non-rural areas

Chapter 3: Koala habitat protection 2020

Chapter 6: Bushland in urban areas

Chapter 7: Canal estate development

Chapter 10: Sydney Harbour Catchment

Chapter 11: Georges River Catchment

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

Chapter 3: Advertising and Signage

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2: State and regional development

Chapter 3: Aboriginal Land

Chapter 4: Concurrences and consents

State Environmental Planning Policy (Precincts - Central River City) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Precincts - Western Parkland City) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 2: Coastal Management

Chapter 3: Hazardous and offensive development

Chapter 4: Remediation of Land

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2: Mining, petroleum production and extractive industries

Chapter 3: Extractive industries in Sydney area

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2: Infrastructure

Chapter 3: Educational establishments and child care facilities

Chapter 4: Major infrastructure corridors

Encompassed within the Biodiversity and Conservation SEPP is the former Greater Metropolitan Regional Environmental Plan No. 2 - Georges River Catchment which applies to the site. The SEPP aims to protect the water quality of the Georges River and its tributaries and the environmental quality of the whole catchment. The objectives of the plan are to be achieved through coordinated land use planning and development control. The plan establishes the framework within which local, State and Federal agencies will consult so that there is a consistent approach to planning and development within the catchment

1.4 Proposed Environmental Planning Instruments (including any Planning Proposals) that are or have been the subject of community consultation or on public exhibition under the Act

Draft SEPPs: None applicable

Planning proposals: Not applicable.

2 Zoning and Land Use Under Relevant Planning Instruments

Note: The information below will assist in determining how the subject land may be developed. It is recommended that you read this section in conjunction with a full copy of any relevant environmental planning instrument as there may be additional provisions that affect how the land may be developed.

2.1 Land Use Zone

Canterbury Bankstown Local Environmental Plan 2023

Date effective from

23 June 2023

Land Use Zone

ZONE R2 LOW DENSITY RESIDENTIAL

1. Permitted without consent

Home occupations

2. Permitted with consent

Bed and breakfast accommodation; Building identification signs; Business identification signs; Car parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Early education and care facilities; Environmental facilities; Environmental protection works; Exhibition homes; Flood mitigation works; Group homes; Health consulting rooms; Home businesses; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Tank-based aquaculture

3. Prohibited

Any development not specified in item 1 or 2

2.2 Additional Permitted Uses

The land, or part of land is affected by Schedule 1 Additional Permitted Uses of the Canterbury Bankstown Local Environmental Plan 2023. For further information visit <https://legislation.nsw.gov.au/> or contact Council on 02 9707 9000.

Note: Due to the subdivision and/or consolidation of land, the Lot and Deposited Plans referenced in Schedule 1 of the relevant Local Environmental Plan may change. It is your responsibility to confirm the applicability of Additional Permitted Uses before undertaking any development on the site that relies upon provisions in Schedule 1.

2.3 Minimum Land Dimensions for the Erection of a Dwelling House

For land zoned R2, R3 or R4 and on land identified as 'Area 2' on the Clause Application Map within the Canterbury Bankstown Local Environmental Plan 2023, the minimum lot size required for dwelling houses on a battle-axe lot or other lot with an access handle is 600m². For land without an access handle, please refer to the Minimum Lot Sizes Map of the Local Environmental Plan for minimum lot sizes for dwelling houses.

2.4 Area of Outstanding Biodiversity Value

Not applicable

2.5 Conservation Area and/or Environmental Heritage

The land is not affected by a heritage item or within a heritage conservation area under the relevant Principal Environmental Planning Instrument.

3 **Contribution Plans**

Canterbury Bankstown Local Infrastructure Contributions Plan 2022

This Development Contributions Plan was prepared and adopted under the Environmental Planning and Assessment Act, 1979 and Environmental Planning and Assessment Regulation 2021.

The Plan allows the Council or other consent authority to levy contributions on selected new development to pay for local public infrastructure (such as parks, roads and libraries), required to meet the needs of our growing and changing City. A copy of the development contributions plan can be viewed on Council's website.

Housing and Productivity Contribution

The Housing and Productivity Contribution applies to development applications for new residential, commercial and industrial development and is collected by Council on behalf of the NSW State Government. The Contributions will help deliver essential State infrastructure such as schools, hospitals, major roads, public transport infrastructure and regional open space.

The subject land is within Greater Sydney to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023 applies. For more information visit

<https://www.planning.nsw.gov.au/policy-and-legislation/infrastructure/infrastructure-funding/improving-the-infrastructure-contributions-system>

4 **Complying Development**

Whether or not the land is land on which complying development may be carried out under each of the Codes for complying development because of the provisions of clauses 1.17A(1) (c) to (e), (2), (3) and (4), 1.18(1)(c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 and, if no complying development may be carried out on that land under that Policy, the reasons why complying development may not be carried out on that land.

Note that in order for complying development to be able to be carried out, it must be permissible in the relevant zone in the first place.

Housing Code (if in a residential zone)	Yes
Rural Housing Code (if in a rural residential zone)	Not applicable
Low Rise Housing Diversity Code	Yes
Housing Alterations Code	Yes
General Development Code	Yes
Greenfield Housing Code	Not applicable
Inland Code	Not applicable
Commercial and Industrial (New Building and Alterations) Code	Yes
Commercial and Industrial Alterations Code	Yes
Container Recycling Facilities Code	Yes
Demolition Code	Yes
Subdivision Code	Yes

Fire Safety Code

Yes

**Note: The reason(s) why complying development may not be carried may only apply to part of, or all of, the property. For more information go to the NSW ePlanning Spatial Viewer and search the property address <https://www.planningportal.nsw.gov.au/spatialviewer/#/find-a-property/address>.*

4.1 Variation of Complying Development Codes

A variation to the Complying Development Code applies to certain lots in Zone R2 Low Density Residential areas which are no more than 450m² in area and are located in land to which the former Bankstown Local Environmental Plan 2015 applied. For further information on the variation to the Complying Development Code, please refer to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 at the NSW Legislation website at <https://legislation.nsw.gov.au/>

5 Exempt Development

Whether or not 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 the provisions of clauses 1.16(1)(b1)-(d) or 1.16A, the development (new or alterations proposed to the existing structures) must meet the following criteria:

General Exempt Development Code

Yes

Advertising and Signage Exempt Development Code

Yes

Temporary Uses and Structures Exempt Development Code

Yes

Note: Despite the above, if the exempt development meets the requirements and standards specified by the State Environmental Planning Policy (Exempt and Complying Development) 2008 and that development (a) has been granted an exemption under section 57(2) of the Heritage Act 1977, or (b) is subject to an exemption under section 57(1A) or (3) of that Act, the development is exempt development. For further information refer to the Heritage NSW website at <https://www.heritage.nsw.gov.au/>.

Important Disclaimer: Clause 4 and 5 of this Certificate only contain information in respect of that required by clause 4 and 5 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021, in relation to Complying and Exempt Development under State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. Other provisions contained in the SEPP, including but not limited to, minimum allotment size requirements, specified development standards or any other general exclusions, may preclude Exempt or Complying Development under the SEPP from being able to be carried out. You will need to refer to the SEPP for complete details. It is your responsibility to ensure that you comply with all other general requirements of the SEPP. Failure to comply with these provisions may mean that any Complying Development Certificate issued, or work carried out as Exempt Development under the provisions of the SEPP is invalid.

6 Affected Building Notices and Building Product Rectification Orders

Not applicable

7 Land Reserved for Acquisition

There is no environmental planning instrument, or proposed environmental planning instrument, applying to the land that makes provision for the acquisition of the land (or any part thereof) by a public authority, as referred to in Section 3.15 of the Environmental Planning and Assessment Act 1979.

8 Road Widening and Road Realignment

Whether or not the land is affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993 or an environmental planning instrument:

The land is not affected by a road widening or road realignment proposal under Division 2 or Part 3 of the Roads Act 1993, or an environmental planning instrument.

Whether or not the land is affected by a road widening or road realignment proposal under any resolution of Council:

The land is not affected by a road widening or road realignment proposal under any resolution of Council.

9 **Flooding**

The land, or part of the land, **is within** the probable maximum flood (PMF) and **may be within** the flood planning area (FPA).

The land, or part of the land, **is subject** to flood related development controls.

You are advised to refer to the following:

- The relevant Development Control Plan (noted in Section 1.2 of this certificate) for further information on Council's approach to Flood Risk Management, and
- Frequently Asked Questions and details on the study relevant to your catchment area are available at Council's Floodplain Management webpage (<https://cb.city/flooding>).

NB: The FPA is the 1% Annual Exceedance Probability (AEP) plus generally a 0.5m freeboard or as outlined in relevant Development Control Plan. While your property is currently not identified within the 1% AEP flood extent mapping, it may fall within the FPA and need to accommodate freeboard to comply with the FPA requirements. Council is currently reviewing the extent of the FPA requirements in response to recent NSW Government changes.

10 **Council and Other Public Authority Policies on Hazard Risk Restrictions**

Whether or not the land is affected by a policy adopted by Council or adopted by any other public authority (and notified to the Council for the express purpose of its adoption by that authority being referred to) that restricts the development of the land because of the likelihood of:

Land Slip

The land is not affected by a policy restriction relating to landslip

Tidal Inundation

The land is not affected by a policy restriction relating to tidal inundation

Subsidence

The land is not affected by a policy restriction relating to subsidence

Acid Sulfate Soils

The land is affected by the Acid Sulfate Soils Assessment Guidelines and Acid Sulfate Soils Planning Guidelines adopted by the Department of Planning and Environment and the NSW Office of Environment & Heritage and notified to the Council that restricts the development of the land because of the likelihood of acid sulfate soils.

Contamination

Council has adopted by resolution a policy concerning the management of contaminated land. The policy applies to all land in the Canterbury-Bankstown Local Government Area and will restrict development of the land if the circumstances set out in the policy prevail. A copy of the policy is available on Council's website at www.cbc.city.nsw.gov.au.

Council is not aware of the land being affected by any matters as prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997*.

Please refer to the *NSW Environment Protection Authority (EPA)* for more information.

Salinity

Not applicable

Coastal Hazards

Not applicable

Sea Level Rise

Not applicable

Unhealthy Building Land

The land is not affected by a policy restriction relating to Unhealthy Building Land.

Any Other Risk (including Aircraft Noise)

Not applicable

11 Bush Fire Prone Land

Not applicable

12 Loose-Fill Asbestos Ceiling Insulation

Not applicable

13 Mine Subsidence

The subject land is not within a mine subsidence district within the meaning of Section 20 of the *Coal Mine Subsidence Compensation Act 2017*.

14 Paper Subdivision Information

Not applicable

15 Property Vegetation Plans

Not applicable

16 Biodiversity Stewardship Sites

Not applicable

17 Biodiversity Certified Land

Not applicable

18 Orders Under Trees (Disputes Between Neighbours) Act 2006

Not applicable

19 Annual Charges Under Local Government Act 1993 For Coastal Protection Services That Relate to Existing Coastal Protection Works

Not applicable

20 Western Sydney Aerotropolis

Not applicable

21 Development Consent Conditions for Seniors Housing

Not applicable

22 Site Compatibility Certificates and Development Consent Conditions For Affordable Rental Housing

Not applicable

23 Water or sewerage services

Council has not received a notice from a public water utility that water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

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

24 Special entertainment precincts

The land or part of the land is not in a special entertainment precinct within the meaning of the [Local Government Act 1993, section 202B](#).

25 Interim development in future infrastructure corridors

Section 4.7A of the [State Environmental Planning Policy \(Transport and Infrastructure\) 2021](#) and/or a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section, does not apply to the land.

Sewer Service Diagram

Application Number: 8003695459

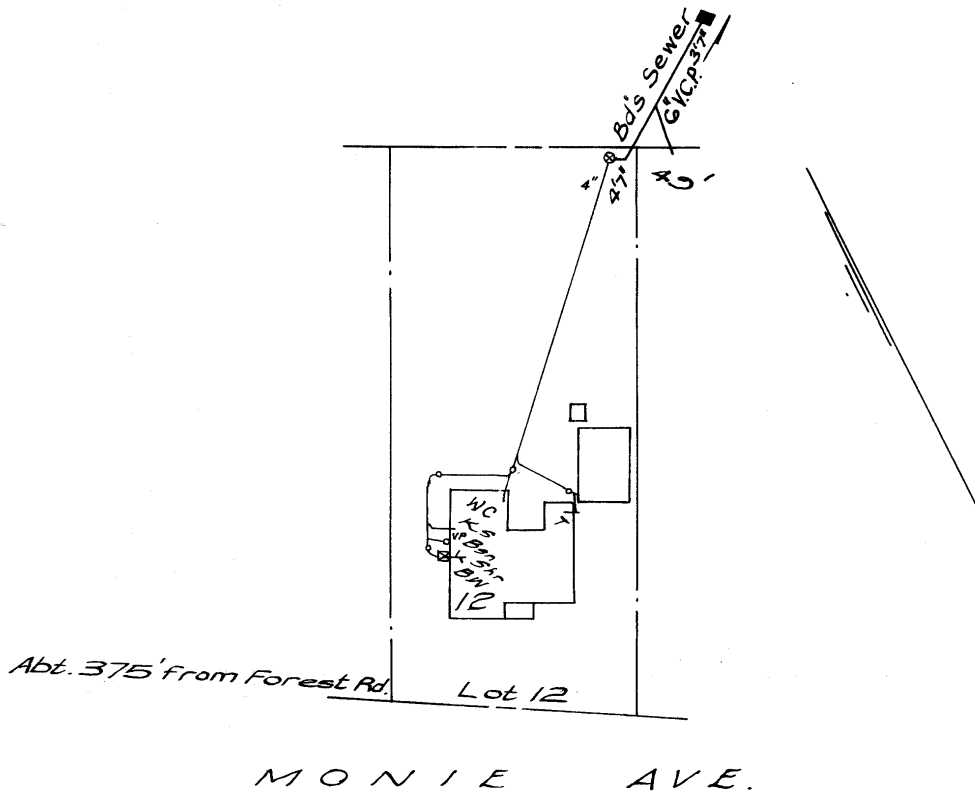
METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD
SEWERAGE SERVICE DIAGRAM
 Municipality of *Bankstown* No. *126561*

- SYMBOLS AND ABBREVIATIONS**
- | | | | |
|--|---|-------------------|--------------------------|
| <input type="checkbox"/> Boundary Trap | <input type="checkbox"/> R.V. Reflex Valve | I.P. Induct Pipe | Ben. Basin |
| <input type="checkbox"/> Pit | <input type="checkbox"/> C.E. Cleaning Eye | M.F. Mica Flap | Shr. Shower |
| <input type="checkbox"/> G.I. Grease Interceptor | <input type="checkbox"/> VERT. Vertical Pipe | T. Tubs | W.I.P. Wrought Iron Pipe |
| <input type="checkbox"/> Gully | <input type="checkbox"/> V.P. Vent. Pipe | K.S. Kitchen Sink | C.I.P. Cast Iron Pipe |
| <input type="checkbox"/> P.T. P. Trap | <input type="checkbox"/> S.V.P. Soil Vent. Pipe | W.C. Water Closet | F.W. Floor Waste |
| <input type="checkbox"/> R.S. Reflex Sink | <input type="checkbox"/> D.C.C. Down Cast Cowl | B.W. Bath Waste | W.M. Washing Machine |

SCALE: 40 FEET TO AN INCH.

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer.



RATE No. W.C.s. U.C.s. 19....
 SHEET No. *9841* OFFICE USE ONLY FOR ENGINEER HOUSE SERVICES

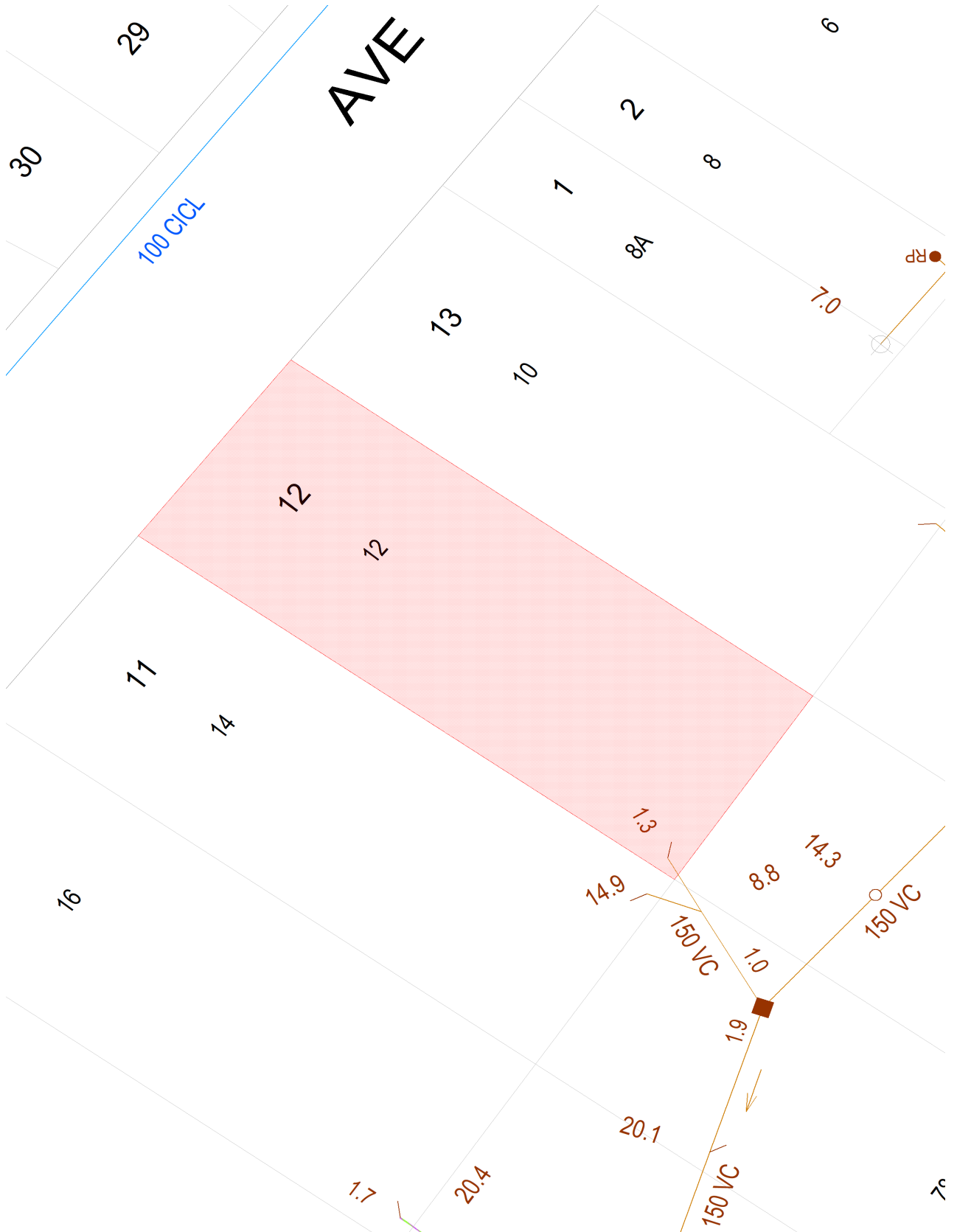
DRAINAGE		PLUMBING	
..... W.C.	Supervised by	Date	Supervised by
..... Bth.	Inspector/...../.....	Date
..... Shr.	/...../.....	Inspector
..... Bsn.	Chief Inspector/...../.....	64-725 1327 010
..... K.S.	/...../.....	
..... T.	Tracing Checked/...../.....	Se 2
..... Pig.	/...../.....	
Dge. Int.	Dge. Ext./...../.....	
	/...../.....	

Document generated at 03-09-2024 03:51:31 PM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Service Location Print
Application Number: 8003695460



Document generated at 03-09-2024 03:51:27 PM

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
		Restrained Joints - Potable	
		Restrained Joints - Recycled	
		Hydrant	
		Maintenance Hole	
		Stop Valve	
		Stop Valve with By-pass	
		Stop Valve with Tapers	
		Closed Stop Valve	
		Air Valve	
		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Vacuum Sewer		Private Mains	
Pressure Sewer Main		Potable Water Main	
Division Valve		Recycled Water Main	
Vacuum Chamber		Sewer Main	
Clean Out Point		Symbols for Private Mains shown grey	
Stormwater			
Stormwater Pipe			
Stormwater Channel			
Stormwater Gully			
Stormwater Maintenance Hole			

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



TITANIUM INNOVATIONS PTY LTD
C/- CATHERINE SHAD
POBOX 9
GLADESVILLE NSW 1675

Our reference: 7167044450820

Phone: **13 28 66**

6 February 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411181297264
Vendor name	TITANIUM INNOVATIONS PTY LTD
Clearance Certificate Period	4 February 2026 to 4 February 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,

Emma Rosenzweig

Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.



INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Purchaser Copy

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D11170/12/6	12 MONIE AVE EAST HILLS 2213	\$1 466 667	Not Opted In

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2026 tax year.

As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Phil Minns

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



ABN:14149020388

Suite 2/89A The Crescent,
Fairfield NSW 2165
(p): 02 8764 1402
(e): info@c-b-c.com.au

COMPLYING DEVELOPMENT CERTIFICATE CDC202512MON

PROJECT REFERENCE CDC202512MON

Issued under Part 4, Division 4.5 of the Environmental Planning and Assessment Act 1979

APPLICANT DETAILS

Applicant:	Mr Elie Sleiman
Address:	10/1 COOKS AVENUE, CANTERBURY NSW 2193
Phone:	0460000000

OWNER DETAILS

Owner	Titanium Innovations Pty Ltd
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COMPLYING DEVELOPMENT CERTIFICATE DETAILS

NSW Planning Portal Ref Number:	CDC-290623
Local Government Area:	Canterbury-Bankstown Council
Relevant Environmental Planning Instrument	(SEPP) Exempt and Complying Development Codes 2008 (SEPP) Exempt and Complying Development Codes 2008
Relevant Part of Code	Part 3B - Low Rise Housing Diversity Code Part 7 - Demolition Code
Date of Determination:	21/10/2025
Date of Lapse:	21/10/2030

PROPOSAL

Address of Development:	12 Monie Avenue, East Hills NSW 2213
Lot/Section/DP:	12/6/DP11170
Land Use Zone:	R2
BCA Classification/s:	1a, 10a, 10b
BCA/NCC Version:	
Description of Building Works:	Proposed demolition of existing structures and erection of detached dual occupancy with basement and pools.
Value of Construction (incl. GST):	\$1,200,000.00
Attachments	Schedule 1: Approved Plans and Specifications and Supporting Documentation Relied Upon
Conditions:	Conditions under the Environmental Planning and Assessment Regulation 2021 and State Environmental Planning Policy (Exempt and Complying Development) Codes 2008
Critical stage inspections:	See attached Notice

REGISTERED CERTIFIER

Registered Certifier:	Orance Al Hcheami
Registration No:	2394
Registration Body:	BDC

I, Orance Al Hcheami, certify that the development is complying development and (if carried out as specified in the certificate) will comply with all development standards applicable to the development and with such other requirements prescribed by this regulation concerning the issue of the certificate.



ABN:14149020388

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(e): info@c-b-c.com.au

Dated:

21/10/2025

Orance Al Hcheami

N.B. Prior to the commencement of work section 6.6 of the Environment Planning and Assessment Act 1979 must be satisfied.

(note - this information has been taken directly from, and as accepted by, the NSW Government Planning Portal CDC application)

SCHEDULE 1: APPROVED PLANS AND SPECIFICATIONS/ SUPPORTING DOCUMENTATION RELIED UPON

1. Endorsed Architectural Plans

Prepared by	Document	Drawing number	Revision	Date
ES Design	CDC Plans	24602 -001 - 24602-932	A	27/08/2025

2. Structural Plans

Prepared by	Document	Drawing number	Revision	Date
Vanguard Consulting Engineers Pty Ltd	Structural Design Certificate	Our Reference: V250560.DC2	-	22/08/2025
Vanguard Consulting Engineers Pty Ltd	Structural Plans	Job Number: V250560	2	22/08/2025

3. Engineering Plans

Prepared by	Document	Drawing number	Revision	Date
NY Civil Engineering	Stormwater Design Certificate	Ref: E250282	-	26/08/2025
NY Civil Engineering	Stormwater Plans	Ref No: E250282	B	25/08/2025
Canterbury Bankstown Council	Stormwater System Report	Ref: WP-SIAONL-151/2025	-	03/02/2025

4. Landscape Plans
Not applicable.

5. Other Documentation Relied Upon

Prepared by	Document	Drawing number	Revision	Date
Noura Al Hazzouri	BASIX Certificate	Certificate Number: 1810045M	-	26/08/2025
ES Design	Building Specification	24602 - 001	A	27/08/2025
Titanium Innovations P/L - Amir Elmir	CDC Application Form	-	-	18/09/2025

Prepared by	Document	Drawing number	Revision	Date
Underwriting Agencies of Australia Pty Ltd	Demolisher Insurance	Policy Number: 12TI045490ISP	-	17/09/2025
Icare Workers Insurance	Demolisher Workers Insurance	Policy No: 114445601	-	13/06/2025
Safework NSW	Demolition Licence	Licence: AD212771	-	18/10/2023
ES Planning	Design Verification Statement	Project No: 24602	-	01/08/2025
Quality Building Group	Dilapidation Report	-	-	19/06/2025
Office of the Registrar General	DP	-	-	06/04/2024
Australian Ground Sciences Pty Ltd	Geotechnical Report	25204CG_R1V1	-	12/05/2025
Ground Ink Pty Ltd	Landscape Documentation	Job Number: 20250502	B	25/08/2025
NSW Government Long Service Corporation	LSL Receipt	Receipt no: L0000195081	-	24/07/2025
Sydney Water Corporation	Main to Meter Plan	File No: 2502256	-	02/09/2025
Sydney Water Corporation	Minor Works Plan	File No: 2502256	-	02/09/2025
Nationwide House Energy Rating Scheme	Nathers Certificate - Dwelling 1	Certificate No: 0012147161	-	26/08/2025
Nationwide House Energy Rating Scheme	Nathers Certificate - Dwelling 2	Certificate No: 0012147179	-	26/08/2025
Nationwide House Energy Rating Scheme	Nathers Summary	Certificate No: 0012147180	-	26/08/2025
Elie Sleiman	Owner Consent - Com Consultants	-	-	18/09/2025
Amir Elmir	Owner Consent - Lodgment	-	-	18/09/2025
Titanium Innovations P/L - Amir Elmir	PCA Contract	-	-	18/09/2025
Canterbury-Bankstown Council	Planning Certificate 10.7	Certificate No: 20253113	-	06/05/2025
Beveridge Williams and Co Pty Ltd	Section 73 Letter	Reference: 2502256	-	15/10/2025
Ensure Consulting Pty Ltd	Survey Plan	250656 DE-01	A	09/12/2024
Sydney Water Corporation	Sydney Water Approval	Application Number: 2042812	-	07/08/2025
NSW Land Registry Services	Title Search	FOLIO: 12/6/11170	-	24/09/2025
ES Engineering	Waste Management Plan	-	-	23/07/2025
Canterbury-Bankstown Council	Work Permit Approval - Driveway Plan	File No: WP - VFCONL - 1284 - 2025	A	01/07/2025



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Prepared by	Document	Drawing number	Revision	Date
Canterbury-Bankstown Council	Work Permit Approval - SW Plan Stamped	WP No: 1284/2025	-	01/07/2025
Canterbury-Bankstown Council	Work Permit Approval	Ref: WP-VFCONL-1284/2025	-	01/07/2025
Australian Securities and Investments Commission	ASIC Extract	-	-	16/10/2025
Dial Before You Dig	DBYD	Job ID: 38326255	-	25/12/2024



ABN: 14149020388

Suite 2/89A The Crescent
Fairfield NSW 2165
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NOTICE OF COMMENCEMENT OF BUILDING WORK PROJECT REFERENCE CDC202512MON

Made under Part 6 of the Environmental Planning and Assessment Act 1979 under Sections 6.6, 6.7, 6.12, 6.13, 6.14

OWNER DETAILS

Name of the person having benefit of the Development Consent: Titanium Innovations Pty Ltd
Address: Po Box CP 231, CONDELL PARK NSW 2200
Phone: 0449866733

COMPLYING DEVELOPMENT CONSENTS

Consent Authority / Local Government Area: Canterbury-Bankstown Council
Planning Instrument Decision Made Under: (SEPP) Exempt and Complying Development Codes 2008 (SEPP) Exempt and Complying Development Codes 2008
Complying Development Certificate Number: CDC202512MON


PROPOSAL

Address of Development: 12 Monie Avenue, East Hills NSW 2213
Lot/ DP: Lot 12, DP11170
Scope of Building Works Covered by this Notice: Proposed demolition of existing structures and erection of detached dual occupancy with basement and pools.

DECLARATION OF THE PRINCIPAL CERTIFIER

Name of the Principal Certifier: Orance Al Hcheami
Registration No.: BDC 2394
Registration Level.: A3

I, Orance Al Hcheami, confirm that all development consent conditions that are required to be satisfied prior to the commencement of building work and as listed here below have been satisfied.

Signature:  **Date:** 21/10/2025

DECLARATION OF THE OWNER

As the person having the benefit of the development consent for the building works identified in this Notice, I/we hereby certify:

1. A) If the residential building work is to be carried out by the owner as an owner-builder fill in (1a) and (1b) with your contact details. B) If the residential works are covered by Home Owner's Warranty, fill in (1b) principal contractor. C) For Commercial work only fill out (1b) as the principal contractor.

1a. Owner Builder Permit Number (please attach a copy of the permit):

1b. Name of the Principal Contractor for building work:

Contractor License Number:

Address: , NSW



ABN: 14149020388

Suite 2/89A The Crescent
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(p): 02 8764 1402
info@c-b-c.com.au

Contact Details:

2. All development consent conditions that are required to be satisfied prior to the commencement of building work and as listed here below have been satisfied.

Relevant development consent conditions to be compiled with:

3. That the building work is intended to commence on or about the date specified below.

Date work to commence (allow two full days' notice):

4. That the principal contractor has been notified of any critical stage inspections or other inspections that are to be carried out in respect of the building work.

SIGNATURE OF THE OWNER

Signature:

Name: Amir Elmir

Date: 21/10/2025

IMPORTANT MESSAGE:

1. Return this original completed notice of commencement form to your Local Council first and to COM Building Consultants and allow two full days from the date of return, prior to your intended commencement date.
2. If the work is residential – please attach your Owner Builder Permit or Home Owner's Warranty (builder)
3. Failure to request any critical stage inspection will prohibit the issue of an Occupation Certificate.

NOTICE OF ISSUE OF A COMPLYING DEVELOPMENT CERTIFICATE

This notice is issued pursuant to Section 4.28 of the Environmental Planning and Assessment Act 1979

This is to notify you that a Complying Development Certificate has been issued with respect to a proposed development at a property near you. Particulars relating to the Complying Development Certificate are set out below.

The proposed development may now be commenced without further notice to you.

To the owner/occupier,

DEVELOPMENT DETAILS

Address: 12 Monie Avenue, East Hills NSW 2213
Proposal Lot DP: 12 / DP11170
Zone: R2

APPLICANT DETAILS

Applicant: Ellie Sleiman

DEVELOPMENT DESCRIPTION

Scope of Building Works Covered by this Notice: Proposed demolition of existing structures and erection of detached dual occupancy with basement and pools.
Council Area: Canterbury-Bankstown Council

DETAILS OF THE COMPLYING DEVELOPMENT CERTIFICATE

Issued by: Orance Al Hcheami
Registration Number: 2394
Complying Development Certificate No.: CDC202512MON
Date of which Certificate lapses: 21/10/2030
Dated: 21/10/2025

A copy of the determination of the application for the complying development certificate, including any related plans and specifications, are available for inspection at the Council's principal office, free of charge, during the Council's ordinary office hours.

Dated: 21/10/2025



Orance Al Hcheami
Certifier



ABN: 14149020388

Suite 2/89A The Crescent
Fairfield NSW 2165
(p): 02 8764 1402
(e): info@c-b-c.com.au

NOTICE TO APPLICANT OF MANDATORY CRITICAL STAGE INSPECTIONS

Made under Part 7 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 - Section 58

APPLICANT DETAILS

Name of the person having benefit of the Development Consent:	Ellie Sleiman
Address:	10/1 COOKS AVENUE, CANTERBURY NSW 2193
Phone:	0460000000

COMPLYING DEVELOPMENT CONSENTS

Consent Authority / Local Government Area:	Canterbury-Bankstown Council
Decision Made Under:	(SEPP) Exempt and Complying Development Codes 2008 (SEPP) Exempt and Complying Development Codes 2008
CDC Number:	CDC202512MON

PROPOSAL

Address of Development:	12 Monie Avenue, East Hills NSW 2213
Scope of Building Works Covered by this Notice:	Proposed demolition of existing structures and erection of detached dual occupancy with basement and pools.

CERTIFICATION DETAILS

Certifying Authority:	Orance Al Hcheami
Registration Number:	BDC 2394

I, **Orance Al Hcheami** of **COM Building Consultants**, located at Suite 2/89A The Crescent, Fairfield NSW 2165, acting as the principal certifier, hereby give notice in accordance with Section 58 of the Part 7 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 to the person having the benefit of the development consent that the mandatory critical stage inspections identified in Schedule 1 & Schedule 2 are to be carried out in respect of the building work.

The applicant, being the person having benefit of the development consent, is required under Sections 58 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 to notify the principal contractor (if not an owner-builder) of the applicable mandatory critical stage inspections specified under this notice.

To allow a principal certifying authority or another certifying authority time to carry out mandatory critical stage inspections, the principal contractor for the building site, or the owner builder, must notify the principal certifying authority at least 48 hours before building work is commenced at the site if a mandatory critical stage inspection is required before the commencement of the work in accordance with Sections 58 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 .

Failure to request a mandatory critical stage inspection will prohibit the principal certifying authority under Sections 58 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021 to issue an occupation certificate.

Dated: 21/10/2025



ABN: 14149020388

Orance Al Hcheami
Certifier

Suite 2/89A The Crescent
Fairfield NSW 2165
(p): 02 8764 1402
(e): info@c-b-c.com.au

SCHEDULE 1: MANDATORY CRITICAL STAGE INSPECTIONS

No.	Critical Stage Inspection	Inspector
1.	After excavation for and prior to placement of any footings	Certifying Authority
2.	Prior to pouring any in-situ reinforced concrete building element	Certifying Authority
3.	Prior to covering of the framework for any floor, wall, roof, or other building element	Certifying Authority
4.	Prior to covering waterproofing in any wet areas	Certifying Authority
5.	Prior to covering any stormwater drainage connections	Certifying Authority
6.	After the building work has been completed & prior to any Occupation Certificate being issued in relation to the building	Principal Certifier

Environmental Planning and Assessment Act 1979 No 203

7.21 Contributions plans—complying development (cf previous s 94EC)

(1) In relation to an application made to an accredited certifier for a complying development certificate, a contributions plan—

(a) is to specify whether or not the accredited certifier must, if a complying development certificate is issued, impose a condition under section 7.11 or 7.12, and

(b) can only authorise the imposition by an accredited certifier of a condition under section 7.11 that requires the payment of a monetary contribution, and

(c) must specify the amount of the monetary contribution or levy that an accredited certifier must so impose or the precise method by which the amount is to be determined.

(1A) The imposition of a condition by an accredited certifier as authorised by a contributions plan is subject to compliance with any directions given under section 7.17(1)(a), (b) or (d) with which a council would be required to comply if issuing the complying development certificate concerned.

(2) This section does not limit anything for which a contributions plan may make provision in relation to a consent authority.

(3) The regulations may make provision for or with respect to anything for which a contributions plan may make provision under this section (being provisions that apply despite anything to the contrary in the contributions plan). The regulations may provide that the amount of a monetary contribution or levy be determined in a manner and by a person or body authorised by the regulations.

Condition: The Section 7.21 fee applicable to this project is

\$ _____

The owner / applicant is required to pay this amount prior to the “Notice of Commencement” being issued to Council two days before physical commencement is to occur on site. A copy of the receipt of the applicable Section 7.21 payment is required to be submitted to the Accredited Certifying Authorities office as evidence two days prior to the commencement on site. Failure to undertake this step will result in the complying development being *invalid*.

Environmental Planning and Assessment Regulation 2021

Division 5 Conditions of complying development certificates

146 Compliance with Building Code of Australia and insurance requirements under [Home Building Act 1989](#)

- (1) A complying development certificate for development that involves building work must be issued subject to the following conditions—
 - (a) the work must be carried out in accordance with the requirements of the *Building Code of Australia*,
 - (b) for residential building work that requires a contract of insurance under the [Home Building Act 1989](#)—a contract of insurance must be in force before the building work authorised to be carried out by the certificate commences.
- (2) A complying development certificate for a temporary structure that is used as an entertainment venue must be issued subject to a condition that the temporary structure must comply with Part B1 and NSW Part H102 in Volume 1 of the *Building Code of Australia*.
- (3) This section does not limit the other conditions to which a complying development certificate may be subject.
- (4) This section does not apply—
 - (a) to the extent to which an exemption from a provision of the *Building Code of Australia* or a fire safety standard is in force under the [Environmental Planning and Assessment \(Development Certification and Fire Safety\) Regulation 2021](#), or
 - (b) to the erection of a temporary building, other than a temporary structure to which subsection (2) applies.
- (5) In this section, a reference to the *Building Code of Australia* is a reference to the Building Code of Australia as in force on the date on which the application for the relevant complying development certificate is made.

147 Fire safety systems in class 2–9 buildings

- (1) A complying development certificate for building work involving the installation, extension or modification of a relevant fire safety system in a class 2, 3, 4, 5, 6, 7, 8 or 9 building must be issued subject to a condition that the building work must not commence unless—
 - (a) plans have been submitted to the principal certifier that show—
 - (i) for building work involving the installation of the relevant fire safety system—the layout, extent and location of key components of the relevant fire safety system, or
 - (ii) for building work involving the extension or modification of the relevant fire safety system—the layout, extent and location of the new or modified components of the relevant fire safety system, and
 - (b) specifications have been submitted to the principal certifier that—
 - (i) describe the basis for the design, installation and construction of the relevant fire safety system, and
 - (ii) identify the provisions of the *Building Code of Australia* on which the design of the system is based, and
 - (c) the plans and specifications—
 - (i) have been certified by a compliance certificate as complying with the relevant provisions of the *Building Code of Australia*, or
 - (ii) have been endorsed by an accredited practitioner (fire safety) as complying with the relevant provisions of the *Building Code of Australia*, and
 - (d) if the plans and specifications were submitted before the complying development certificate was issued—the plans and specifications are endorsed by a certifier with a statement that the certifier is satisfied they correctly identify the relevant performance requirements and deemed-to-satisfy provisions, and
 - (e) if the plans and specifications were not submitted before the complying development certificate was issued—the plans and specifications are endorsed by the principal certifier with a statement that the

principal certifier is satisfied they correctly identify the relevant performance requirements and deemed-to-satisfy provisions.

- (2) Subsection (1)(c)(ii) does not apply to the extent of an exemption under the *Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021*.
- (3) In this section—
relevant fire safety system means the following—
 - (a) a hydraulic fire safety system,
 - (b) a fire detection and alarm system,
 - (c) a mechanical ducted smoke control system.

148 Notice to neighbours of commencement of work

- (1) This section applies to a complying development certificate for development involving—
 - (a) the erection of a new building, or
 - (b) an addition to an existing building, or
 - (c) the demolition of a building.
- (2) This section applies only if the development will be carried out on a lot that has a boundary within 20 metres of the boundary of another lot on which a dwelling is located.
- (3) A complying development certificate must be issued subject to a condition that the person having the benefit of the certificate must give each neighbour written notice of the person's intention to commence the work authorised by the certificate—
 - (a) for development on relevant land—at least 7 days before commencing work, or
 - (b) otherwise—at least 2 days before commencing work.
- (4) In this section—
neighbour and **relevant land** have the same meaning as in section 134.

149 Erection of signs

- (1) This section applies to a complying development certificate for development involving building work, subdivision work or demolition work.
- (2) A complying development certificate must be issued subject to a condition that the requirements of subsections (3) and (4) must be complied with.
- (3) A sign must be erected in a prominent position on a site on which building work, subdivision work or demolition work is being carried out—
 - (a) showing the name, address and telephone number of the principal certifier for the work, and
 - (b) showing the name of the principal contractor, if any, for building work and a telephone number on which the principal contractor may be contacted outside working hours, and
 - (c) stating that unauthorised entry to the work site is prohibited.
- (4) The sign must be—
 - (a) maintained while the building work, subdivision work or demolition work is being carried out, and
 - (b) removed when the work is completed.
- (5) This section does not apply in relation to—
 - (a) building work, subdivision work or demolition work carried out inside an existing building, if the work does not affect the external walls of the building, or
 - (b) Crown building work certified to comply with the *Building Code of Australia* under the Act, Part 6.

150 Notification of Home Building Act 1989 requirements

- (1) This section applies to a complying development certificate if—
 - (a) the development involves residential building work, and

- (b) the principal certifier is not the council.
- (2) A complying development certificate must be issued subject to a condition that the work is carried out in accordance with the requirements of this section.
- (3) Residential building work must not be carried out unless the principal certifier has given the council written notice of the following—
 - (a) for work that requires a principal contractor to be appointed—
 - (i) the name and licence number of the principal contractor, and
 - (ii) the name of the insurer of the work under the *Home Building Act 1989*, Part 6,
 - (b) for work to be carried out by an owner-builder—
 - (i) the name of the owner-builder, and
 - (ii) if the owner-builder is required to hold an owner-builder permit under the *Home Building Act 1989*—the number of the owner-builder permit.
- (4) If the information notified under subsection (3) is no longer correct, further work must not be carried out unless the principal certifier has given the council written notice of the updated information.
- (5) This section does not apply in relation to Crown building work certified to comply with the *Building Code of Australia* under the Act, Part 6.

151 Fulfilment of BASIX commitments

A complying development certificate for the following development must be issued subject to a condition that each commitment listed in a relevant BASIX certificate must be fulfilled—

- (a) BASIX development,
- (b) BASIX optional development, if the application for the complying development certificate was accompanied by a BASIX certificate.

152 Development involving asbestos material

- (1) A complying development certificate for development that involves building work or demolition work must be issued subject to the following conditions—
 - (a) prescribed asbestos removal work must be undertaken by a person who conducts a business of asbestos removal work in accordance with the *Work Health and Safety Regulation 2017*, clause 458 (a **licensed person**),
 - (b) the person having the benefit of the complying development certificate must give the principal certifier a copy of a signed contract with a licensed person before development under the complying development certificate commences,
 - (c) the contract must indicate whether asbestos will be removed, and if so, must specify the landfill site, which may lawfully receive asbestos, to which the asbestos will be delivered,
 - (d) if the contract indicates that asbestos will be removed to a specified landfill site—the person having the benefit of the complying development certificate must give the principal certifier a copy of a receipt from the operator of the landfill site stating that all the asbestos referred to in the contract has been received by the operator.
- (2) In this section—
 - asbestos removal work** has the same meaning as in the *Work Health and Safety Regulation 2017*.
 - friable asbestos** has the same meaning as in the *Work Health and Safety Regulation 2017*.
 - non-friable asbestos** has the same meaning as in the *Work Health and Safety Regulation 2017*.
 - prescribed asbestos removal work** means asbestos removal work that involves the removal of—
 - (a) non-friable asbestos from an area of more than 10 square metres, or
 - (b) friable asbestos.

Note 1—

The effect of subsection (1)(a) is that the development will be a workplace to which the [Work Health and Safety Regulation 2017](#) applies while asbestos removal work is being undertaken.

Note 2—

Information on the removal and disposal of asbestos to landfill sites licensed to accept asbestos is available from the Environment Protection Authority.

153 Shoring and adequacy of adjoining property

- (1) This section applies to a complying development certificate for development that involves excavation that extends below the level of the base of the footings of a building, structure or work, including a structure or work in a road or rail corridor, on adjoining land.
- (2) The complying development certificate must be issued subject to a condition that the person having the benefit of the certificate must, at the person's own expense—
 - (a) protect and support the building, structure or work from possible damage from the excavation, and
 - (b) if necessary, underpin the building, structure or work to prevent damage from the excavation.
- (3) This section does not apply if—
 - (a) the person having the benefit of the complying development certificate owns the adjoining land, or
 - (b) the owner of the adjoining land has given written consent to the condition not applying.

154 Traffic generating development

If an application for a complying development certificate is required to be accompanied by a certificate of the relevant roads authority under section 128, the complying development certificate must be issued subject to a condition that any requirements specified in the certificate of the relevant roads authority must be complied with.

155 Development on contaminated land

If an application for a complying development certificate is required to be accompanied by a statement referred to in section 127(3), the complying development certificate must be issued subject to a condition that the requirements specified in the statement must be complied with.

156 Development contributions

- (1) This section applies if a council's contributions plan provides for the payment of a monetary section 7.11 contribution or a section 7.12 levy in relation to development for a particular purpose (a **relevant purpose**), whether or not the development is classed as complying development under the contributions plan.
- (2) A complying development certificate that authorises development for a relevant purpose must be issued subject to the following conditions—
 - (a) the condition required by the Act, section 4.28(9) requiring payment of a monetary section 7.11 contribution or a section 7.12 levy,
 - (b) the contribution or levy must be paid before the work authorised by the certificate commences.
- (3) This section applies despite a provision to the contrary in the council's contributions plan.
- (4) In this section—

section 7.11 contribution means the dedication of land, the payment of a monetary contribution or the provision of a material public benefit, as referred to in the Act, section 7.11.

section 7.12 levy means the payment of a levy, as referred to in the Act, section 7.12.

157 Payment of security

- (1) This section applies to a complying development certificate authorising the carrying out of development if—
 - (a) the development involves the demolition of a work or building, the erection of a new building or an addition to an existing building, and

- (b) the estimated cost of the development, as specified in the application for the certificate, is \$25,000 or more, and
- (c) the development will be carried out on land adjacent to a public road, and
- (d) at the time the application for the certificate is made, the council for the area in which the development will be carried out has specified, on its website, an amount of security that must be paid in relation to development—
 - (i) of the same type or description, or
 - (ii) carried out in the same circumstances, or
 - (iii) carried out on land of the same size or description.
- (2) A complying development certificate must be issued subject to a condition that the amount of security referred to in subsection (1)(d) will be given, in accordance with this section, to the council before the building work or subdivision work authorised by the certificate commences.
- (3) The applicant may give the security to the council by—
 - (a) a deposit with the council, or
 - (b) a guarantee satisfactory to the council.
- (4) The council may use the security to meet the cost of making good damage caused to council property as a consequence of doing a thing, or not doing a thing, authorised or required by the complying development certificate, including the cost of an inspection to determine if damage has been caused.
- (5) The balance of the security remaining after meeting the costs referred to in subsection (4) must be refunded to, or at the direction of, the person who gave the security.

158 Principal certifier to be satisfied that preconditions met before commencement of work

- (1) This section applies to a complying development certificate that involves building work or subdivision work.
- (2) The complying development certificate must be issued subject to the condition that the principal certifier for the building work or subdivision work, and over which the principal certifier has control, must be satisfied that any preconditions in relation to the work that are required to be met before the work commences have been met before the work commences.

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

Schedule 6 Conditions applying to complying development certificates under certain complying development codes

(Clauses 3.34, 3A.39, 3C.37 and 3D.65)

Note 1—

Complying development under the Housing Code, the Rural Housing Code, the Greenfield Housing Code and the Inland Code must comply with the requirements of the Act, the *Environmental Planning and Assessment Regulation 2000* and the conditions listed in this Schedule.

Note 2—

Division 2A of Part 7 of the *Environmental Planning and Assessment Regulation 2000* specifies conditions to which certain complying development certificates are subject.

Note 3—

In addition to the requirements specified for development under this Policy, adjoining owners' property rights, applicable common law and other legislative requirements for approvals, licences, permits and authorities still apply.

Note 4—

If the development is in the proximity of infrastructure (including water, stormwater or sewer mains, electricity power lines and telecommunications facilities), the relevant infrastructure authority should be contacted before commencing the development.

Note 5—

Under section 4.29 of the *Environmental Planning and Assessment Act 1979*, a complying development certificate lapses 5 years after the date endorsed on the certificate, unless the development has physically commenced on the land during that period.

Part 1 Conditions applying before works commence

1 Protection of adjoining areas

A temporary hoarding or temporary construction site fence must be erected between the work site and adjoining lands before the works begin and must be kept in place until after the completion of the works if the works—

- (a) could cause a danger, obstruction or inconvenience to pedestrian or vehicular traffic, or
- (b) could cause damage to adjoining lands by falling objects, or
- (c) involve the enclosure of a public place or part of a public place.

2 Toilet facilities

- (1) Toilet facilities must be available or provided at the work site before works begin and must be maintained until the works are completed at a ratio of one toilet plus one additional toilet for every 20 persons employed at the site.
- (2) Each toilet must—
 - (a) be a standard flushing toilet connected to a public sewer, or
 - (b) have an on-site effluent disposal system approved under the *Local Government Act 1993*, or
 - (c) be a temporary chemical closet approved under the *Local Government Act 1993*.

3 Garbage receptacle

- (1) A garbage receptacle must be provided at the work site before works begin and must be maintained until the works are completed.

- (2) The garbage receptacle must have a tight fitting lid and be suitable for the reception of food scraps and papers.

4 Adjoining wall dilapidation report

- (1) If a wall on a lot is to be built to a boundary and there is a wall (the **adjoining wall**) on the lot adjoining that boundary that is less than 0.9m from that boundary, the person having the benefit of the complying development certificate must obtain a dilapidation report on the adjoining wall.
- (2) If the person preparing the report is denied access to the adjoining lot for the purpose of inspecting the adjoining wall, the report may be prepared from an external inspection of the adjoining wall.

5 Run-off and erosion controls

Run-off and erosion controls must be implemented to prevent soil erosion, water pollution or the discharge of loose sediment on the surrounding land by—

- (a) diverting uncontaminated run-off around cleared or disturbed areas, and
- (b) erecting a silt fence and providing any other necessary sediment control measures that will prevent debris escaping into drainage systems, waterways or adjoining properties, and
- (c) preventing the tracking of sediment by vehicles onto roads, and
- (d) stockpiling top soil, excavated materials, construction and landscaping supplies and debris within the lot.

6 Tree protection measures

- (1) This clause applies to each protected tree and any other tree that is to be retained on a lot.
- (2) The trunk of each of the following trees must be provided with a tree guard that is comprised of hardwood timber panels each having a minimum length of 2m, minimum width of 75mm and minimum thickness of 25mm and secured, but not permanently fixed or nailed, to the tree and spaced a maximum of 80mm apart—
 - (a) each tree that is within 6m of a dwelling house or any ancillary development that is to be constructed, and
 - (b) each protected tree that is within 10m of a dwelling house or any ancillary development that is to be constructed.
- (3) Each protected tree that is within 6m of a dwelling house, outbuilding or swimming pool must have a fence or barrier that is erected—
 - (a) around its tree protection zone as defined by section 3.2 of AS 4970—2009, *Protection of trees on development sites*, and
 - (b) in accordance with section 4 of that standard.
- (4) The person having the benefit of the complying development certificate must ensure that—
 - (a) the activities listed in section 4.2 of that standard do not occur within the tree protection zone of any tree on the lot or any tree on an adjoining lot, and
 - (b) any temporary access to, or location of scaffolding within the tree protection zone of a protected tree or any other tree to be retained on the lot during the construction, is undertaken using the protection measures specified in sections 4.5.3 and 4.5.6 of that standard.

- (5) The tree protection measures specified in this clause must—
- (a) be in place before work commences on the lot, and
 - (b) be maintained in good condition during the construction period, and
 - (c) remain in place for the duration of the construction works.

Note—

A separate permit or development consent may be required if the branches or roots of a protected tree on the lot or on an adjoining lot are required to be pruned or removed.

Part 2 Conditions applying during the works

Note—

The *Protection of the Environment Operations Act 1997* and the *Protection of the Environment Operations (Noise Control) Regulation 2008* contain provisions relating to noise.

7 Hours for construction

Construction may only be carried out between 7.00 am and 5.00 pm on Monday to Saturday and no construction is to be carried out at any time on a Sunday or a public holiday.

8 Compliance with plans

Works must be carried out in accordance with the plans and specifications to which the complying development certificate relates.

9 Maintenance of site

- (1) All materials and equipment must be stored wholly within the work site unless an approval to store them elsewhere is held.
- (2) Waste materials (including excavation, demolition and construction waste materials) must be managed on the site and then disposed of at a waste management facility.
- (3) Any run-off and erosion control measures required must be maintained within their operating capacity until the completion of the works to prevent debris escaping from the site into drainage systems, waterways, adjoining properties and roads.
- (4) During construction—
 - (a) all vehicles entering or leaving the site must have their loads covered, and
 - (b) all vehicles, before leaving the site, must be cleaned of dirt, sand and other materials, to avoid tracking these materials onto public roads.
- (5) At the completion of the works, the work site must be left clear of waste and debris.

10 Earthworks, retaining walls and structural support

- (1) Any earthworks (including any structural support or other related structure for the purposes of the development)—
 - (a) must not cause a danger to life or property or damage to any adjoining building or structure on the lot or to any building or structure on any adjoining lot, and
 - (b) must not redirect the flow of any surface or ground water or cause sediment to be transported onto an adjoining property, and

- (c) that is fill brought to the site—must contain only virgin excavated natural material (VENM) as defined in Part 3 of Schedule 1 to the *Protection of the Environment Operations Act 1997*, and
 - (d) that is excavated soil to be removed from the site—must be disposed of in accordance with any requirements under the *Protection of the Environment Operations (Waste) Regulation 2005*.
- (2) Any excavation must be carried out in accordance with *Excavation Work: Code of Practice* (ISBN 978-0-642-785442), published in July 2012 by Safe Work Australia.

11 Drainage connections

- (1) If the work is the erection of, or an alteration or addition to, a dwelling house, the roof stormwater drainage system must be installed and connected to the drainage system before the roof is installed.
- (2) Any approval that is required for connection to the drainage system under the *Local Government Act 1993* must be held before the connection is carried out.

11A Swimming pool safety

If the work involves the construction of a swimming pool, a child-resistant barrier that complies with the requirements of the *Building Code of Australia* and AS 1926.1—2012, *Swimming pool safety, Part 1: Safety barriers for swimming pools* must be erected around that work during the construction.

11B Contamination discovered during works

- (1) If during works on the land comprising the lot, the land is found to be contaminated, within the meaning of the *Contaminated Land Management Act 1997*—
 - (a) all works must stop immediately, and
 - (b) the Environment Protection Authority and the council must be notified of the contamination.
- (2) Land is found to be contaminated for the purposes of this clause if the person having the benefit of the complying development certificate or the principal certifying authority knows or should reasonably suspect the land is contaminated.

Note—

Depending on the nature and level of the contamination, remediation of the land may be required before further work can continue.

12 Archaeology discovered during works

If any object having interest due to its age or association with the past is uncovered during the course of the work—

- (a) all work must stop immediately in that area, and
- (b) the Office of Environment and Heritage must be advised of the discovery.

Note—

Depending on the significance of the object uncovered, an archaeological assessment and excavation permit under the *Heritage Act 1997* may be required before further the work can continue.

13 Aboriginal objects discovered during works

If an Aboriginal object (including evidence of habitation or remains) is discovered during the course of the work—

- (a) all excavation or disturbance of the area must stop immediately, and

- (b) the person making the discovery must advise the Chief Executive (within the meaning of the *National Parks and Wildlife Act 1974*) of the discovery in accordance with section 89A of that Act.

Note—

If an Aboriginal object is discovered, an Aboriginal heritage impact permit may be required under the *National Parks and Wildlife Act 1974*.

Part 3 Conditions applying before the issue of an occupation certificate

14 Vehicular access

If the work involves the construction of a vehicular access point, the access point must be completed before the occupation certificate for the work on the site is obtained.

15 Utility services

If the work requires alteration to, or the relocation of, utility services on, or adjacent to, the lot on which the work is carried out, the work is not complete until all such works are carried out.