

# Contract for the sale of land – 2005 edition

## TERM

## MEANING OF TERM

Vendor's agent

Phone:

Fax:

Co-agent

Vendor

KERRY ELIZABETH TULLOCH  
26 ALICE STREET, FORSTER NSW 2428

Vendor's Solicitor

ACTING FOR SELF

Phone:

Fax:

Completion date

42nd day after the contract date (clause 15)

Land

26 ALICE STREET, FORSTER

(Address, plan details  
and title reference)

REGISTERED PLAN : LOT 12 DEPOSITED PLAN 23070

FOLIO: 12/23070

Improvements

☒ VACANT POSSESSION ☐ subject to existing tenancies  
☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ 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

☒ blinds ☐ curtains ☒ insect screens ☒ stove  
☒ built-in wardrobes ☒ dishwasher ☒ light fittings ☒ pool equipment  
☒ clothes line ☒ fixed floor coverings ☒ range hood ☒ TV antenna  
☐ 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)

Vendor

Witness

**GST AMOUNT (optional)**

The price includes

GST of: \$

Purchaser

☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

Witness

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

Vendor duty is payable

☐ NO ☐ yes in full ☐ yes to an extent

Deposit can be used to pay vendor duty

☐ NO ☐ yes

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 38-0
- ☒ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

**HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number**

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 24 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 25 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 26 strata by-laws not set out in <i>legislation</i>
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 27 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 28 strata management statement
<input checked="" type="checkbox"/> 6 section 149(2) certificate (Environmental Planning and Assessment Act 1979)	<input type="checkbox"/> 29 leasehold strata - lease of lot and common property
<input type="checkbox"/> 7 section 149(5) information included in that certificate	<input type="checkbox"/> 30 property certificate for neighbourhood property
<input type="checkbox"/> 8 sewerage connections diagram	<input type="checkbox"/> 31 plan creating neighbourhood property
<input checked="" type="checkbox"/> 9 sewer mains diagram	<input type="checkbox"/> 32 neighbourhood development contract
<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"/> 33 neighbourhood management statement
<input type="checkbox"/> 11 section 88G certificate (positive covenant)	<input type="checkbox"/> 34 property certificate for precinct property
<input type="checkbox"/> 12 survey report	<input type="checkbox"/> 35 plan creating precinct property
<input type="checkbox"/> 13 section 317A certificate (certificate of compliance)	<input type="checkbox"/> 36 precinct development contract
<input type="checkbox"/> 14 building certificate given under <i>legislation</i>	<input type="checkbox"/> 37 precinct management statement
<input type="checkbox"/> 15 insurance certificate (Home Building Act 1989)	<input type="checkbox"/> 38 property certificate for community property
<input type="checkbox"/> 16 brochure or note (Home Building Act 1989)	<input type="checkbox"/> 39 plan creating community property
<input type="checkbox"/> 17 section 24 certificate (Swimming Pools Act 1982)	<input type="checkbox"/> 40 community development contract
<input type="checkbox"/> 18 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 41 community management statement
<input type="checkbox"/> 19 other document relevant to tenancies	<input type="checkbox"/> 42 document disclosing a change of by-laws
<input type="checkbox"/> 20 old system document	<input type="checkbox"/> 43 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 21 Crown tenure card	<input type="checkbox"/> 44 document disclosing a change in boundaries
<input type="checkbox"/> 22 Crown purchase statement of account	<input type="checkbox"/> 45 certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)
<input type="checkbox"/> 23 Statutory declaration regarding <i>vendor duty</i>	

#### WARNINGS

- 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
 

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

 If you think that any of these matters affects the property, tell your solicitor.
- A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 1987 or the Retail Leases Act 1994.
- If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
- If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
- 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.
- The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
- If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
- The purchaser should arrange insurance as appropriate.

#### 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 or mediation (for example mediation under the Law Society Mediation Guidelines).

#### AUCTIONS

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

ADDITIONAL PROVISIONS TO CONTRACT FOR SALE

BETWEEN:      KERRY ELIZABETH TULLOCH

AS VENDOR

AND:

AS PURCHASER

PROPERTY:      26 ALICE STREET, FORSTER

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ADDITIONAL PROVISIONS

- 30.1 The purchaser warrants that the purchaser was not introduced to the Vendor or the property by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract. The purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which may be made by any Real Estate Agent who asserts that he introduced the Purchaser to the Vendor or that the sale was otherwise brought about by his intervention;
- 30.2 This warranty and indemnity will not merge on completion;
- 30.3 The Vendor warrants that he has not entered into an exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the Contract.
31. In the event of the Purchasers failure to complete this Contract on or prior to the completion date referred to on the front page herein, the Vendor shall be entitled to serve on the Purchaser a Notice to Complete making time of the essence. The parties agree that fourteen (14) days shall be reasonable notice for the purpose of any Notice to Complete. The Parties further agree that in the event that such notice issues by the Vendor, the Purchaser shall allow on completion to the Vendor the sum of \$275.00 (including GST), the payment of which is an essential term of this Contract.
32. The property together with the improvements thereon is sold in its present state of repair and condition and the Purchaser acknowledges that they shall not be entitled to call upon the Vendor to carry out any repairs to the property, or to any furnishings and chattels after the date hereof.
33. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete agreement between the parties. The Purchaser further acknowledges that they enter into this agreement not relying upon any warranties or representations made to them by or on behalf of the Vendor that are not contained in the Contract.
34. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at Law or in Equity had this

Special Condition not been included herein, should either party, prior to completion, being either the purchaser or Vendor or any one or more of them shall:-

- a. die; or
- b. become mentally incapacitated

then either party may, by notice in writing to the other parties Licensed Conveyancer or Solicitor, rescind this Contract whereupon the provisions of Clause 19 hereof shall apply.

- 35. Should the purchaser be declared a bankrupt, assign their estate for the benefit of creditors, or, being a company, go into liquidation or enter into a creditors petition, then the purchaser shall be deemed to be in default herein and the provisions of clause 9 shall apply.
- 36. The Purchasers shall not be entitled to make any objection, requisition or claim for compensation or to rescind or terminate this Contract:
  - (a) If it should be found that the existing fences or any of them, or any parts thereof are off correct boundaries;
  - (b) In relation to any telephone or electricity lines whether the property of Telstra, Country Energy or any other Public Authority or third party or any posts, fittings or fixtures therefore erected on or passing over or through the property or to any easements in respect thereof or the absence of any such easements;
  - (c) In relation to access to the subject land the Purchasers hereby warrant that they have satisfied themselves in this regard; and
  - (d) If there are any encroachments by or upon the subject land.
  - (e) After they have taken possession in accordance with the provisions of printed clause 18 of the Contract.
- 37. If the purchaser does not complete this Contract by the completion date, and provided the Vendor is ready, willing and able to complete the Contract, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase money, an amount calculated at 10% per annum interest on the balance of the purchase money computed from the completion date referred to on the front page of this agreement up to and including the actual date of completion. It is agreed between the parties that the amount payable pursuant to this provisions is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and liability for rates and other outgoings.
- 38. It is an essential term of this Contract that should the Vendors Licensed Conveyancer not have received the Transfer from the Purchasers Licensed Conveyancer or Solicitor on the date that is 14 days prior to the completion date as referred to on the front page herein, the Purchaser shall make an allowance on settlement of \$165.00 (including GST) being the Vendor's Licensed Conveyancers expedition fees for arranging urgent execution of the Transfer.

39. Notwithstanding anything herein contained, it is expressly agreed between the parties that any claim for compensation whether under clause 7 or otherwise shall be deemed an objection for the purpose of clause 8 hereof.
40. The Purchaser irrevocably authorises the release of the deposit paid by them to pay a deposit to secure the Vendors subsequent purchase, provided that the deposit shall be held in the trust account of a stakeholder, being a Licensed Conveyancer, Solicitor or Real Estate Agent and shall not be further released for any remoter transaction.
41. In the event that the Vendor agrees to accept a Deposit Guarantee Bond then the following provisions shall apply:-
- (a) In this contract, the word "Bond" means the Deposit Guarantee Bond issued to the Vendor at the request of the Purchaser by (the "Guarantor).
  - (b) The delivery of the Bond no later than the time the deposit is required to be paid under this contract to the person ("Depositholder") nominated in this contract to hold the deposit as stakeholder shall, to the extent of the amount guaranteed under the Bond, be deemed to be payment of the deposit in accordance with this contract.
  - (c) On completion of this contract, the purchaser shall pay to the vendor, in addition to all other moneys payable under this contract, the amount stipulated in the Bond by way of unendorsed bank cheque.
  - (d) If the vendor serves on the purchaser a valid notice of termination, then to the extent that the amount has not already been paid by the Guarantor under the Bond, the purchaser shall forthwith pay the deposit (or so much thereof as has not been paid) to the Depositholder.
  - (e) The vendor acknowledges that payment by the Guarantor under the Bond shall, to the extent of the amount paid, satisfy the purchaser's obligation to pay the deposit under the previous paragraph.
  - (f) Clause 16.8 is amended to read  
  
"If the Vendor requires more than 6 settlement cheques, the Vendor must pay \$8.00 for each additional cheque".
  - (f) In the event that completion of this Contract has not taken place on the date that is fourteen (14) days before the expiration date referred to on the Bond, then the purchaser must effect a further bond for a period up to and including the completion date stipulated herein and shall forward the original thereof to the Vendor's Licensed Conveyancers prior to 5.00pm on the date that is seven (7) days before the expiration date referred to on the Bond and time is of the essence in this regard.



# Land and Property Information Division

ABN: 84 104 377 806

GPO BOX 15

Sydney NSW 2001

DX 17 SYDNEY

Telephone: 1300 052 637



## Land & Property Information

A division of the Department of Finance & Services

## TITLE SEARCH

Title Reference: 12/23070

### LAND AND PROPERTY INFORMATION NEW SOUTH WALES - TITLE SEARCH

FOLIO: 12/23070

SEARCH DATE	TIME	EDITION NO	DATE
25/6/2014	3:02 PM	6	15/5/2007

#### LAND

LOT 12 IN DEPOSITED PLAN 23070  
AT FORSTER  
LOCAL GOVERNMENT AREA GREAT LAKES  
PARISH OF FORSTER COUNTY OF GLOUCESTER  
TITLE DIAGRAM DP23070

#### FIRST SCHEDULE

KERRY ELIZABETH TULLOCH (T 8708511)

#### SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 8708512 MORTGAGE TO WESTPAC BANKING CORPORATION
- 3 AD120219 MORTGAGE TO WESTPAC BANKING CORPORATION

#### NOTATIONS

UNREGISTERED DEALINGS: NIL

\*\*\* END OF SEARCH \*\*\*

PRINTED ON 25/6/2014

\* ANY ENTRIES PRECEDED BY AN ASTERISK DO NOT APPEAR ON THE CURRENT EDITION OF THE CERTIFICATE OF TITLE.  
WARNING: THE INFORMATION APPEARING UNDER NOTATIONS HAS NOT BEEN FORMALLY RECORDED IN THE REGISTER.

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12/0315 /Sra:L

CONVERSION TABLE ADDON IN  
METRICALLY COMPATIBLE DEPARTMENT

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9	0	2.7432
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11	0	3.3528
12	0	3.6576
13	0	3.9624
14	0	4.2672
15	0	4.5720
16	0	4.8768
17	0	5.1816
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19	0	5.7912
20	0	6.0960
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24	0	7.3152
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29	0	8.8392
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389	0	118.5672
390	0	118.8720
391	0	119.1768
392	0	119.4816
393	0	119.7864
394	0	120







# GREAT LAKES COUNCIL

## PLANNING CERTIFICATE UNDER SECTION 149 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979.

Ref.: JD:02/0315

Ppty: 230.80

Cert. No.: 2035/02  
Page No.: 1  
Receipt No.: 500478  
Date: 20 Mar 2002

Appln No.: 3964/02

EQUITY CONVEYANCING  
DX 7008  
TAREE

Owner (as recorded by Council):  
MR P R HONEY & MS E R WILSON  
26 ALICE ST  
FORSTER NSW 2428

Property Desc: 26 ALICE ST, FORSTER 2428  
DP 23070 Lot 12

A. Advice provided in accordance with Section 149(2); Local Planning Instruments Developemnt Control Plans, State Environmental Planning Policies and Regional Environmental Plans.

### LOCAL PLANNING INSTRUMENT

#### EFFECT

GREAT LAKES LOCAL ENVIRONMENTAL PLAN  
1996, GAZETTED 13/12/96.  
ZONE No.2(a) (Low Density Residential  
Zone)

### DRAFT L.E.P. AMENDMENT

#### EFFECT

DRAFT AMENDMENT NO.33 TO LEP 1996.  
THIS PLAN AIMS TO PROVIDE ENVIRONMENTAL  
PLANNING CONTROLS FOR THE MANAGEMENT OF  
AND DISTURBANCE TO ACID SULPHATE SOILS  
IN THE GREAT LAKES AREA.

Details of uses for which the above land may be used with or without the need for development consent or is prohibited within the zone are explained in the attached planning instrument at Annexure 'A'.

The following State Environmental Planning Policies, Regional Environmental Plans and Draft Policies and Plans apply to the land.  
For more information please make separate enquiries with the Department of Urban Affairs and Planning.

STATE ENVIRONMENTAL PLANNING POLICY NO.1	- DEVELOPMENT STANDARDS
STATE ENVIRONMENTAL PLANNING POLICY NO.4	- DEVELOPMENT WITHOUT CONSENT
STATE ENVIRONMENTAL PLANNING POLICY NO.5	- HOUSING FOR OLDER PEOPLE OR PEOPLE WITH A DISABILITY
STATE ENVIRONMENTAL PLANNING POLICY NO.6	- NUMBER OF STOREYS IN A BUILDING
STATE ENVIRONMENTAL PLANNING POLICY NO.8	- SURPLUS PUBLIC LANDS (Schedule 1 to this Policy identifies certain lands to which this Policy does not apply)
STATE ENVIRONMENTAL PLANNING POLICY NO.9	- GROUP HOMES
STATE ENVIRONMENTAL PLANNING POLICY NO.11	- TRAFFIC GENERATING DEVELOPMENTS
STATE ENVIRONMENTAL PLANNING POLICY NO.15	- RURAL LANDSHARING COMMUNITIES
STATE ENVIRONMENTAL PLANNING POLICY NO.21	- CARAVAN PARKS
STATE ENVIRONMENTAL PLANNING POLICY NO.22	- SHOPS & COMMERCIAL PREMISES
STATE ENVIRONMENTAL PLANNING POLICY NO.30	- INTENSIVE AGRICULTURE (Schedule 1 to

Continued



# GREAT LAKES COUNCIL

## PLANNING CERTIFICATE UNDER SECTION 149 ENVIRONMENTAL PLANNING

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- 
- STATE ENVIRONMENTAL PLANNING POLICY NO.33 - HAZARDOUS & OFFENSIVE DEVELOPMENT  
STATE ENVIRONMENTAL PLANNING POLICY NO.34 - MAJOR EMPLOYMENT - GENERATING INDUSTRIAL EMPLOYMENT (Schedule 1 of this Policy identifies specific developments to which this Policy applies)  
STATE ENVIRONMENTAL PLANNING POLICY NO.35 - MAINTENANCE DREDGING OF TIDAL WATERWAYS  
STATE ENVIRONMENTAL PLANNING POLICY NO.36 - MANUFACTURED HOME ESTATES  
STATE ENVIRONMENTAL PLANNING POLICY NO.44 - KOALA HABITAT PROTECTION  
STATE ENVIRONMENTAL PLANNING POLICY NO.45 - PERMISSIBILITY OF MINING  
STATE ENVIRONMENTAL PLANNING POLICY NO.48 - MAJOR PUTRESCIBLE LANDFILL SITES  
STATE ENVIRONMENTAL PLANNING POLICY NO.50 - CANAL ESTATE DEVELOPMENT (This Policy prohibits canal estate development)  
STATE ENVIRONMENTAL PLANNING POLICY NO.55 - REMEDIATION OF LAND (This Policy provides for a Statewide planning approach to the remediation of contaminated land)  
STATE ENVIRONMENTAL PLANNING POLICY NO.64 - ADVERTISING AND SIGNAGE.  
REGIONAL ENVIRONMENTAL PLAN - HUNTER REGIONAL ENVIRONMENTAL PLAN 1989

Development to which STATE ENVIRONMENTAL PLANNING POLICY No.34 - Major Employment Generating Industrial Development and STATE ENVIRONMENTAL PLANNING POLICY No.48 - Major Putrescible Landfill Sites apply is State Significant Development. Under clause 17(1) of the Environmental Planning and Assessment (Savings and Transitional) Regulation 1998, all s101 directions in existence before 1 July 1998 relating to coal mining and associated activities and applications other than by public authorities to construct canal and other artificial waterways are taken to be State Significant Development.

The following Development Control Plans (DCP) apply to the land.  
For more information please make separate enquiries with Council.

- (1) DCP No. 6 - Code for the Control of Outdoor Advertising
- (2) Great Lakes Council Residential Development Control Plan
- (3) Subdivision Development Control Plan
- (4) Great Lakes Development Control Plan No. 28 - Exempt and Complying Development

### 3. Other Prescribed Matters.

Section 38 or 39 of the Coastal Protection Act 1979 are not applicable. This information is provided to the extent that Council has been notified by the Department of Public Works.

Continued ....



# GREAT LAKES COUNCIL

## PLANNING CERTIFICATE UNDER SECTION 149 ENVIRONMENTAL PLANNING

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The land has not been proclaimed a mine subsidence district pursuant to Section 15 of the Mine Subsidence Compensation Act of 1961.

Council has received no advice that the land includes or comprises critical habitat.

There is no provisions within Great Lakes Local Environmental Plan 1996 for the acquisition of the land by a public authority.

The land is not affected by any road widening or road realignment under Division 2 of part 3 of the Roads Act 1993, under any Environmental Planning Instrument or by any resolution of Council.

Great Lakes Local Environmental Plan 1996 does not require development consent for the demolition of a building except for heritage items and buildings on land within a conservation area (clause 21). Where Great Lakes Local Environmental Plan does not require the need for a development consent, clause 29 of the Environmental Planning and Assessment (Savings and Transitional) Regulation 1998 provides that development consent is required for the demolition of a building.

There are no development standards that fixes minimum land dimensions for the erection of a dwelling house.

The land is affected by the following Section 94 Contributions Plan:

- (1) Town of Forster (Drainage & Roads)
- (2) Neighbourhood Open Space
- (3) Levy on Road Haulage
- (4) Great Lakes Wide
- (5) Surf Life Saving Equipment

Council has no adopted policy that restricts the development of the land because of likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.

For further information, please contact..  
Planning Division on 6591 7219

GERRY McDONAGH  
GENERAL MANAGER

per: .....



Environmental Planning and Assessment Act 1979

## GREAT LAKES LOCAL ENVIRONMENTAL PLAN 1996

Published in the Government Gazette 13 December 1996

I, the Minister for Urban Affairs and Planning, under section 70 of the Environmental Planning and Assessment Act 1979, make the local environmental plan set out below. (N94-00276).

CRAIG KNOWLES MP

Minister for Urban Affairs and Planning

Sydney 3 December, 1996

### Amended by:

◆	Amendment No. 1	Government Gazette No. 47	of	2 May 1997
◆	Amendment No. 2	Government Gazette No. 102	of	19 September 1997
◆	Amendment No. 8	Government Gazette No. 125	of	21 November 1997
◆	Amendment No. 20	Government Gazette No. 25	of	13 February 1998
◆	Amendment No. 9	Government Gazette No. 32	of	20 February 1998
◆	Amendment No. 14	Government Gazette No. 32	of	20 February 1998
◆	Amendment No. 16	Government Gazette No. 32	of	20 February 1998
◆	Amendment No. 15	Government Gazette No. 46	of	6 March 1998
◆	Amendment No. 17	Government Gazette No. 62	of	27 March 1998
◆	Amendment No. 18	Government Gazette No. 87	of	29 May 1998
◆	Amendment No. 12	Government Gazette No. 94	of	19 June 1998
◆	Amendment No. 3	Government Gazette No. 94	of	19 June 1998
◆	Amendment No. 10	Government Gazette No. 135	of	18 September 1998
◆	Amendment No. 21	Government Gazette No. 163	of	20 November 1998
◆	Amendment No. 24	Government Gazette No. 169	of	4 December 1998
◆	Amendment No. 6	Government Gazette No. 122	of	22 October 1999
◆	Amendment No. 26	Government Gazette No. 122	of	22 October 1999
◆	Amendment No. 25	Government Gazette No. 130	of	19 November 1999
◆	Amendment No. 7	Government Gazette No. 141	of	17 December 1999
◆	Amendment No. 28	Government Gazette No. 144	of	24 December 1999
◆	Amendment No. 19	Government Gazette No. 22	of	11 February 2000
◆	Amendment No. 29	Government Gazette No. 22	of	11 February 2000
◆	Amendment No. 5	Government Gazette No. 81	of	28 June 2000
◆	Amendment No. 31	Government Gazette No. 105	of	18 August 2000
◆	Amendment No. 32	Government Gazette No. 81	of	11 May 2001

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## PART 1 — PRELIMINARY

### 1. What is this plan called?

This plan is called Great Lakes Local Environmental Plan 1996.

### 2. What are the aims and objectives of this plan?

#### (1) The aims of this plan are:

- (a) to provide an updated and simplified plan for the area of Great Lakes; and
- (b) to protect and enhance the environmental qualities of the area; and
- (c) to facilitate the orderly and economic development of land within the area; and
- (d) to promote the well-being of the area's population.

#### (2) The objectives of this plan are:

- (a) to provide a land use framework to guide the future use of the land within the area of Great Lakes; and
- (b) to provide a basis for the preparation of detailed development control plans; and
- (c) to protect environmentally sensitive areas and the heritage of the area; and
- (d) to improve opportunities for ecologically sustainable development; and
- (e) to provide for the cultural needs of and the equitable provision of services and facilities for the community.

### 3. Where does this plan apply?

This plan applies to all land within the Great Lakes local government area, except land shown "Deferred Matter" on the map (being land that is excluded from the application of this plan under section 70(4) of the Act).

### 4. How does this plan affect other environmental planning instruments?

- (1) This plan repeals Great Lakes Local Environmental Plan No. 28, and such other local environmental plans and deemed environmental planning instruments as, immediately before this plan came into force, applied to the land to which this plan applies, but only to the extent to which those plans so applied to that land.
- (2) This plan amends the Hunter Regional Environmental Plan 1989 (Heritage):
  - (a) by omitting from clause 3(1) the words "Great Lakes," and
  - (b) by omitting from Schedules 1-5 all matter listed under the heading "GREAT LAKES" and by omitting that heading, wherever occurring.

### 5. Who is the consent authority for this plan?

The Council is the consent authority for the purposes of this plan.

### 6. How are terms defined in this plan?

- (1) Terms used in this plan which are defined in the Dictionary at the end of this plan have the meanings set out in the Dictionary.
- (2) In this plan:
  - (a) a reference to a map is a reference to a map deposited in the office of the Council; and
  - (b) a reference to a building or a place used for a purpose includes a reference to a building or place intended to be used for the purpose.

## PART 2 — ZONING CONTROLS

### 7. What zones apply in this plan?

For the purposes of this plan, land to which this plan applies is within a zone specified below if the land is shown on the map as being within the zone:

Zone No. 1(a)	Rural
Zone No. 1(c)	Future Urban Investigation
Zone No. 1(d)	Small Holdings
Zone No. 1(d1)	Rural Residential ( <i>Amendment No. 6</i> )
Zone No. 1(f)	Forestry
Zone No. 2	Village
Zone No. 2(a)	Low Density Residential
Zone No. 2(b)	Medium Density Residential
Zone No. 2(c)	High Density Residential
Zone No. 2(f)	Mixed Residential-Commercial
Zone No. 3(a)	General Business
Zone No. 3(d)	Special Business Waterfront
Zone No. 4(a)	General Industrial
Zone No. 5(a)	Special Uses
Zone No. 5(c)	Local Road Reservation
Zone No. 5(d)	Arterial Road Reservation
Zone No. 6(a)	Open Space and Recreation
Zone No. 7(a)	Wetlands and Littoral Rainforest
Zone No. 7(b)	Conservation
Zone No. 7(c)	Scenic Protection
Zone No. 7(f1)	Coastal Lands Protection
Zone No. 7(f2)	Coastal Lands Acquisition
Zone No. 8(a)	National Parks and State Recreation Areas
Zone No. 8(b)	National Parks and State Recreation Areas (Proposed)

### 8. Zone objectives and development control table

- (1) The objectives of a zone are set out in the following Table under the heading "What are the objectives of the zone?" appearing in the matter relating to the relevant zone.
- (2) Subject to the other provisions of this plan, in relation to land within a zone, the development (if any) that:
  - (a) may be carried out without development consent; and
  - (b) may be carried out only with development consent; and
  - (c) is prohibited,

is specified in the following Table under the headings "What is permitted without development consent?", "What is permitted only with development consent?" and "What is prohibited?", respectively, appearing in the matter relating to the relevant zone.
- (3) The Council must not grant consent for development on land within a zone unless it has taken into consideration the aims of this plan and is satisfied that the development is consistent with at least one or more of the objectives of the zone within which the development is proposed to be undertaken.  
(*Amendment No. 25*)

### DEVELOPMENT CONTROL TABLE

#### Zone No. 1(a) — Rural

1. What are the objectives of the zone?  
The objective of the zone is to restrict development to those uses which are unlikely to -
  - (a) prejudice in a significant manner the agricultural production potential of land within the zone; and
  - (b) generate significant additional traffic, or create or increase a condition of ribbon development on any road, relative to the capacity and safety of the road; and
  - (c) have an adverse impact on the area's water resources; and
  - (d) create unreasonable or uneconomic demands for the provision or extension of public amenities or services.
2. What is permitted without development consent?  
Development for the purpose of:  
*agriculture; bushfire hazard reduction.*
3. What is permitted only with development consent?  
Any development not included in Item 2 or 4.
4. What is prohibited?  
Development for the purpose of:  
*boarding houses; bulky goods salesrooms or showrooms; commercial premises; hotels; medical centres; multiple dwellings; off-site promotional signs; residential flat buildings; shops (other than convenience stores); vehicle body repair workshops; vehicle repair stations; warehouses. (Amendment No. 28)*

#### Zone No. 1(c) — Future Urban Investigation

1. What are the objectives of the zone?  
The objective of the zone is to restrict development to that which is unlikely to:
  - (a) lead to the premature and sporadic subdivision of land which would render the economic provision of public utilities and community facilities unreasonably more difficult or expensive once urban development takes place; or
  - (b) inhibit, in a significant manner, the potential for urban expansion in selected areas, particularly the urban fringe; or
  - (c) generate significant additional traffic or create or increase ribbon development on any road, relative to the capacity and safety of the road; or
  - (d) prejudice economic development; or
  - (e) significantly detract from the scenic quality of the land within the zone; or
  - (f) compromise existing significant environmental attributes of land within the zone; or
  - (g) have a significant adverse impact on the quality of water resources within the area; or
  - (h) be unreasonably subject to risks from natural hazards.  
(*Amendment No. 25*)
2. What is permitted without development consent?  
Development for the purpose of:  
*bushfire hazard reduction.*
3. What is permitted only with development consent?  
Any development not included in Item 2 or 4.
4. What is prohibited?  
Development for the purpose of:  
*abattoirs; aerodromes; bulky goods salesrooms or showrooms; commercial premises; generating works; hazardous storage establishments; industries (other than extractive industries or rural industries); materials recycling yards; medical centres; motor showrooms; multiple dwellings; off-site promotional signs; recreation facilities; residential flat buildings; restaurants; service stations; shops (other than convenience stores); transport depots; transport terminals; vehicle body repair workshops; vehicle repair stations; warehouses. (Amendment No. 28)*

## Zone No. 1(d) — Small Holdings

### 1. What are the objectives of the zone?

The objectives of the zone are:

- (a) **Objective (a)** to enable development for the purpose of small rural residential holdings and dwellings to be carried out:
- (i) on land which is suitable for that development; and
  - (ii) which is unlikely to create a demand for the uneconomic provision of services; and
  - (iii) which will not significantly detract from the scenic quality of land within the zone; and
  - (iv) which will maintain the amenity of existing rural - residential lots in the locality.
- (b) **Objective (b)** to enable non-residential development which is:
- (i) compatible with rural-residential development; and
  - (ii) unlikely to create an unreasonable demand for public services or substantially reduce existing levels of service; and
  - (iii) unlikely to interfere unreasonably with the amenity of adjoining properties.

(Amendment No. 25)

### 2. What is permitted without development consent?

Development for the purpose of:

*bushfire hazard reduction; dwelling-houses.*

### 3. What is permitted only with development consent?

Development for the purpose of:

*agriculture; boarding houses; child care centres; community facilities; convenience stores; educational establishments; places of worship; recreation areas; tourist facilities.*

### 4. What is prohibited?

Any development not included in Item 2 or 3.

## Zone No. 1(d1) — Rural Residential

(Amendment No. 6)

### 1. What are the objectives of the zone?

The objectives of the zone are:

- (a) To enable cluster rural residential development to be carried out on land which is suitable for that development, being development which is unlikely:
- (i) to create a demand for the uneconomic provision of services; or
  - (ii) to prejudice the agricultural capability of prime agricultural land; or
  - (iii) to detract from the scenic or rural character of the area; or
  - (iv) to detract from the ecological or conservation values of the area, and
- (b) To enable other development where that development is:
- (i) compatible with cluster rural residential development; and
  - (ii) unlikely to create an unreasonable demand for public services or substantially reduce existing levels of those services; and
  - (iii) unlikely to interfere unreasonably with the amenity of adjoining properties.

### 2. What is permitted without development consent?

Development for the purpose of:  
*bushfire hazard reduction.*

### 3. What is permitted only with development consent?

Development for the purpose of:

*agriculture; child care centres; community facilities; convenience stores; dwelling houses; educational establishments; places of worship; recreation areas; tourist facilities.*

### 4. What is prohibited?

Any development not included in Item 2 or 3.

## Zone No. 1(f) — Forestry

### 1. What are the objectives of the zone?

The objective of the zone is to conserve forest resources.

### 2. What is permitted without development consent?

Development for the purpose of:

*any use of land authorised under the Forestry Act 1916; bushfire hazard reduction.*

### 3. What is permitted only with development consent?

Development for the purpose of:

*communication facilities; extractive industries; tourist facilities.*

### 4. What is prohibited?

Any development not included in Item 2 or 3.

## Zone No. 2 — Village

### 1. What are the objectives of the zone?

The objective of the zone is to restrict development to small scale developments which are compatible with the general residential character of village areas and which are unlikely to prejudice the viability of established shopping and commercial centres.

### 2. What is permitted without development consent?

Development for the purpose of:

*bushfire hazard reduction; dwelling-houses.*

### 3. What is permitted only with development consent?

Any development not included in Item 2 or 4.

### 4. What is prohibited?

Development for the purpose of:

*aerodromes; extractive industries; generating works; hazardous storage establishments; heliports; industries (other than light industries); material recycling yards.*

## Zone No. 2(a) — Low Density Residential

### 1. What are the objectives of the zone?

The objectives of the zone are:

- (a) **Objective (a)** to enable residential development so that buildings within the zone will consist primarily of housing that generally does not exceed a height of 2 storeys and has private gardens.
- (b) **Objective (b)** to enable other development which:
- (i) is compatible with a low density residential environment; and
  - (ii) affords services to residents at a local level; and
  - (iii) is unlikely to adversely affect the amenity of residential development within the zone; and
  - (iv) is unlikely to place demands on services beyond the level reasonably required for low-scale housing development.

(Amendment No. 25)

### 2. What is permitted without development consent?

Development for the purpose of:

*bushfire hazard reduction; dwelling-houses.*  
(Amendment No. 25)

### 3. What is permitted only with development consent?

Development for the purpose of:

*animal establishments; carparks; child care centres; communication facilities; community facilities; convenience stores; educational establishments; exhibition homes; hostels; medical centres; motels; multiple dwellings; places of worship; public buildings; recreation areas; recreation facilities; roads; utility installations; veterinary hospitals.*  
(Amendment No. 25)

### 4. What is prohibited?

Any development not included in Item 2 or 3.

## Zone No. 2(b) — Medium Density Residential

1. What are the objectives of the zone?

The objectives of the zone are -

- (a) **Objective (a)** to enable residential development so that buildings within the zone will consist primarily of a range of residential buildings that generally do not exceed a height of 3 storeys.
- (b) **Objective (b)** to permit other development only if it:
  - (i) is compatible with a medium density residential environment; and
  - (ii) affords services to residents at a local level; and
  - (iii) is unlikely to adversely affect residential amenity; and
  - (iv) does not place demands on services beyond the level reasonably required for medium density residential uses.

(Amendment No. 25)

2. What is permitted without development consent?

Development for the purpose of:

*bushfire hazard reduction; dwelling-houses.*

3. What is permitted only with development consent?

Development for the purpose of:

*advertisements; animal establishments; backpackers accommodation; boarding houses; carparks; child care centres; clubs; communication facilities; community facilities; convenience stores; educational establishments; exhibition homes; hospitals; hostels; hotels; medical centres; motels; multiple dwellings; places of worship; public buildings; recreation areas; recreation facilities; residential flat buildings; restaurants; roads; service stations; serviced apartments; tourist facilities; utility installations.*

(Amendment No. 25)

4. What is prohibited?

Any development not included in Item 2 or 3.

## Zone No. 2(c) — High Density Residential

1. What are the objectives of the zone?

The objectives of the zone are -

- (a) **Objective (a)** to enable development of tall residential buildings in suitable locations; and
- (b) **Objective (b)** to provide for other uses which:
  - (i) are compatible with a high density residential environment; and
  - (ii) afford services to residents at a local level; and
  - (iii) are unlikely to adversely affect residential amenity; and
  - (iv) are unlikely to place demands on services beyond the level reasonably required for high density residential use.

(Amendment No. 25)

2. What is permitted without development consent?

Development for the purpose of:

*bushfire hazard reduction; dwelling-houses.*

3. What is permitted only with development consent?

Development for the purpose of:

*advertisements; animal establishments; backpackers accommodation; boarding houses; carparks; child care centres; clubs; communication facilities; community facilities; convenience stores; educational establishments; exhibition homes; hospitals; hostels; hotels; motels; medical centres; multiple dwellings; places of worship; public buildings; recreation areas; recreation facilities; residential flat buildings; restaurants; roads; service stations; serviced apartments; utility installations.*

(Amendment No. 25)

4. What is prohibited?

Any development not included in Item 2 or 3.

## Zone No. 2(f) — Mixed Residential-Commercial

(Amendment No. 5)

1. What are the objectives of the zone?

The objectives of the zone are -

- (a) **Objective (a)** to enable mixed development comprised of accommodation for tourists and permanent residents generally not exceeding two storeys in height; and
- (b) **Objective (b)** to provide for recreational, retail and commercial uses and a limited range of other uses which:
  - (i) are complementary with a residential environment; and
  - (ii) are unlikely to place demands on services beyond the level reasonably required for residential uses.

2. What is permitted without development consent?

Development for the purpose of:

*bushfire hazard reduction; dwelling-houses; family day care homes; home occupations.*

3. What is permitted only with development consent?

Any development not included in Item 2 or 4.

4. What is prohibited?

Development for the purpose of:

*abattoirs; aerodromes; animal establishments; bulky goods salesrooms or showrooms; extractive industries; hazardous storage establishments; heliports; industries; institutions; intensive agriculture; materials recycling yards; offensive storage establishments; plant hire; sawmills; shops; stock and sale yards; transport depots; transport terminals; vehicle body repair workshops; vehicle repair stations; warehouses.*

## Zone No. 3(a) — General Business

1. What are the objectives of the zone?

The objectives of the zone are -

- (a) **Objective (a)** to enable the development of a range of retail and commercial uses which:
  - (i) do not adversely impact on traffic movements in the locality; and
  - (ii) could reasonably be expected to service existing or identified future trade area populations; and
  - (iii) are of a scale and type compatible with the amenity of any surrounding residential area; and
- (b) **Objective (b)** to enable residential or other similar development which:
  - (i) is within the same building as, or on the same allotment of land as, shops, commercial premises or any other non-residential use; and
  - (ii) is unlikely to significantly prejudice the supply of retail and commercial floorspace within contiguous land zoned 3(a) or other nearby areas zoned 3(a).

(Amendment No. 25)

2. What is permitted without development consent?

Nil.

3. What is permitted only with development consent?

Any development not included in Item 4.

4. What is prohibited?

Development for the purpose of:

*camping grounds or caravan parks; dwelling-houses; industries (other than light industries); institutions; material recycling yards; vehicle body repair workshops; warehouses.*

### Zone No. 3(d) — Special Business Waterfront

1. What are the objectives of the zone?

The objective of the zone is to restrict development to a limited range of industrial, retail and service activities which, by nature of their operations, either depend on proximity to open water or are complementary to recreation on the waterways and which are:

- (a) unlikely to prejudice the viability of established retail and commercial centres; and
- (b) unlikely to have an adverse impact on the function and quality of the waterways; and
- (c) unlikely to adversely affect the residential amenity of any adjoining the residential area.

(Amendment No. 25)

2. What is permitted without development consent?

Nil.

3. What is permitted only with development consent?

Development for the purpose of:

*advertisements; aquaculture; bulky goods salesrooms or showrooms; marinas; motor showrooms; recreation areas; restaurants.*

4. What is prohibited?

Any development not included in Item 3.

### Zone No. 4(a) — General Industrial

1. What are the objectives of the zone?

The objectives of the zone are -

- (a) **Objective (a)** to enable the development of a wide range of industrial and storage activities which do not have a materially detrimental effect on the amenity of adjoining residential areas; and
- (b) **Objective (b)** to enable commercial, retail, service and other development where it does not have a materially detrimental effect on the amenity of any adjoining residential areas, and that:
  - (i) is ancillary to the use of land within the zone for industrial, service and storage purposes; or
  - (ii) is primarily intended to provide personal services to persons occupied or employed in carrying out development otherwise permitted in the zone; or
  - (iii) is associated with an industrial environment; or
  - (iv) provides for relatively low-intensity commercial and retail uses with extensive floor space requirements which, by nature of the activity conducted, require direct and easy access to motor vehicle parking areas for loading purposes;and is unlikely to prejudice the viability of established retail and commercial centres.

(Amendment No. 25)

2. What is permitted without development consent?

Development for the purpose of:  
*agriculture.*

3. What is permitted only with development consent?

Any development not included in Item 2 or 4.

4. What is prohibited?

Development for the purpose of:

*abattoirs; aquaculture; boarding houses; camping grounds or caravan parks; dwellings (other than those used in conjunction with industry and situated on the same land as the industry); motels.*

### Zone No. 5(a) — Special Uses

1. What are the objectives of the zone?

The objectives of the zone are -

- (a) **Objective (a)** to provide for the development of public facilities and services; and
- (b) **Objective (b)** to provide for other land uses if they do not affect the usefulness of the land for the purpose for which it is zoned.

(Amendment No. 25)

2. What is permitted without development consent?

Nil.

3. What is permitted only with development consent?

The particular land use indicated by black lettering on the map and any development ordinarily incidental or ancillary to that land use.

4. What is prohibited?

Any development not included in Item 3.

### Zone No. 5(c) — Local Road Reservation

1. What are the objectives of the zone?

The objectives of the zone are -

- (a) **Objective (a)** to provide for the acquisition and development of land principally for local roads; and
- (b) **Objective (b)** to provide for other land uses if they do not affect the usefulness of the land for the land use for which it is zoned.

(Amendment No. 25)

2. What is permitted without development consent?

Nil.

3. What is permitted only with development consent?

The particular land use indicated by black lettering on the map and any development ordinarily incidental or ancillary to that land use.

4. What is prohibited?

Any development not included in Item 3.

### Zone No. 5(d) — Arterial Road Reservation

1. What are the objectives of the zone?

The objectives of the zone are -

- (a) **Objective (a)** to provide for the acquisition and development of land principally for arterial roads; and
- (b) **Objective (b)** to provide for other land uses if they do not affect the usefulness of the land for the land uses for which it is zoned.

(Amendment No. 25)

2. What is permitted without development consent?

Nil.

3. What is permitted only with development consent?

The particular land use indicated by black lettering on the map and any development ordinarily incidental or ancillary to that land use.

4. What is prohibited?

Any development not included in Item 3.