

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 77331767	NSW DAN:
vendor's agent	Southlands Estate Agents 9/2 Birmingham Road, South Penrith Email admin@southlandsea.com.au		Phone: 47211111 Fax: Ref: Ali Khanchedar
co-agent			
vendor			
vendor's solicitor	Gino Manna 30 Pineridge Crescent Silverdale NSW 2752		Phone: 02 46531558 Fax: 02 4653 2558 Ref: MARLIN ALLAN VICT
date for completion	35 days after the contract date (clause 15)		Email: gmanma@bigpond.net.au
land	77 WILLIAM COX DR RICHMOND NSW 2753		
(Address, plan details and title reference)	LOT 197 IN DEPOSITED PLAN 259963 197/259963		
	☒ 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	☒ blinds	☐ dishwasher	☒ light fittings	☒ stove
	☐ built-in wardrobes	☒ fixed floor coverings	☒ range hood	☐ pool equipment
	☒ clothes line	☐ insect screens	☐ solar panels	☒ TV antenna
	☐ curtains	☒ other: Ducted air-conditioning, 1 built-in- wardrobe		
exclusions				
purchaser				
purchaser's solicitor				Phone:
				Fax:
				Ref:
price	\$	Email:		
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

buyer's agent

vendor		witness
	GST AMOUNT (optional) The price includes GST of: \$	
purchaser	☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares	witness
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vendor agrees to accept a **deposit-bond** (clause 3)

☒ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☒ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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*
(residential withholding payment)

☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further 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 email address:

Supplier's 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 *RW 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)
☒ 1 property certificate for the land	☐ 32 property certificate for strata common property
☒ 2 plan of the land	☐ 33 plan creating strata common property
☐ 3 unregistered plan of the land	☐ 34 strata by-laws
☐ 4 plan of land to be subdivided	☐ 35 strata development contract or statement
☐ 5 document that is to be lodged with a relevant plan	☐ 36 strata management statement
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	☐ 37 strata renewal proposal
☐ 7 additional information included in that certificate under section 10.7(5)	☐ 38 strata renewal plan
☐ 8 sewerage infrastructure location diagram (service location diagram)	☐ 39 leasehold strata - lease of lot and common property
☒ 9 sewer lines location diagram (sewerage service diagram)	☐ 40 property certificate for neighbourhood property
☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	☐ 41 plan creating neighbourhood property
☐ 11 <i>planning agreement</i>	☐ 42 neighbourhood development contract
☐ 12 section 88G certificate (positive covenant)	☐ 43 neighbourhood management statement
☐ 13 survey report	☐ 44 property certificate for precinct property
☐ 14 building information certificate or building certificate given under <i>legislation</i>	☐ 45 plan creating precinct property
☐ 15 lease (with every relevant memorandum or variation)	☐ 46 precinct development contract
☐ 16 other document relevant to tenancies	☐ 47 precinct management statement
☐ 17 licence benefiting the land	☐ 48 property certificate for community property
☐ 18 old system document	☐ 49 plan creating community property
☐ 19 Crown purchase statement of account	☐ 50 community development contract
☐ 20 building management statement	☐ 51 community management statement
☐ 21 form of requisitions	☐ 52 document disclosing a change of by-laws
☐ 22 <i>clearance certificate</i>	☐ 53 document disclosing a change in a development or management contract or statement
☐ 23 land tax certificate	☐ 54 document disclosing a change in boundaries
Home Building Act 1989	☐ 55 information certificate under Strata Schemes Management Act 2015
☐ 24 insurance certificate	☐ 56 information certificate under Community Land Management Act 1989
☐ 25 brochure or warning	☐ 57 disclosure statement - off the plan contract
☐ 26 evidence of alternative indemnity cover	☐ 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
☐ 27 certificate of compliance	☐ 59
☐ 28 evidence of registration	
☐ 29 relevant occupation certificate	
☐ 30 certificate of non-compliance	
☐ 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE 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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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 party;
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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 party;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – 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 party, the party's solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the party;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

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- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser serves a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
 13.13.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
 13.13.4 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.

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.
- 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 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.
- 14.6 *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 –
 14.6.1 the amount is to be treated as if it were paid; and
 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**

- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –

16.7.1 the price less any:

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

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

- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.

- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

- 16.10 On completion the deposit belongs to the vendor.

• **Place for completion**

- 16.11 *Normally*, the *parties* must complete at the completion address, which is –

16.11.1 if a special completion address is stated in this contract – that address; or

16.11.2 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

16.11.3 in any other case – the vendor's *solicitor's* address stated in this contract.

- 16.12 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.

- 16.13 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.

17 Possession

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

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

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

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

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

18 Possession before completion

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

- 18.2 The purchaser must not before completion –

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

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

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

- 18.3 The purchaser must until completion –

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

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

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

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

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

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

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

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

19 Rescission of contract

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

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

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

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

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

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

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

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

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 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; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 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 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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, onto property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate the Electronic Workspace with mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated and Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the *Conveyancing (Sale of Land) Regulation 2017* –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the *Conveyancing Legislation Amendment Act 2018*.

**CERTIFICATE under SECTION 66W
Of the Conveyancing Act, 1919**

I.....of.....,Solicitors,
certify as follows:-

1. I am a Solicitor currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property known as **77 WILLIAM COX DRIVE RICHMOND**

From: **ALLAN VICTOR MARLIN**

To:

in order that there will be no cooling off period in relation to that Contract.

3. I do not act for the Vendor(s) and I am not employed in the legal practice of the Solicitor acting for the Vendor(s) nor am I a member or employee of a firm of which a Solicitor acting for the Vendor(s) is a member or employee.
4. I have explained to the Purchaser:
 - i) The effect of the Contract for the purchase of that property;
 - ii) The nature of this Certificate; and
 - iii) The effect of giving this Certificate to the vendor(s) is that there is no cooling off period in relation to the Contract.

DATED this day of

.....

THIS IS THE ANEXURE OF SPECIAL CONDITIONS FORMING PART OF AGREEMENT FOR SALE

MADE BETWEEN **ALLAN VICTOR MARLIN** AS VENDOR)

AND

(AS PURCHASER) WITH RESPECT TO THE PROPERTY KNOWN AS: **77 WILLIAM COX DRIVE RICHMOND**

AND DATED THIS

DAY OF

2021

SPECIAL CONDITIONS

1. It is expressly agreed between the parties that any claim for compensation shall be deemed to be an objection or requisition for the purposes of any conditions herein.
2. The Purchaser warrants that the Purchaser was not introduced to the Vendor by any other Real Estate Agent not named in this 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.
3. The Purchasers acknowledge that they are purchasing the property in its present condition and state of repair and subject to any infestation and dilapidation and subject to all existing services, if any, and the Purchasers as a result of their own enquiries and own inspection and not as a result of any representation made by the Vendor or on the Vendor's behalf, purchases the same and shall make no requisition, objection or claim for compensation in relation to any such matters.
4. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the Vendor or Purchaser at law or in equity had this clause not been included herein should either of the Vendor or Purchaser prior to completion:-
 - a) Die or become mentally ill, the Vendor or Purchaser may rescind the written contract by notice in writing forwarded to the Solicitor named as the Vendor's and Purchaser's Solicitor in this contract and thereafter the written contract shall be at an end and the provisions of Clause 19 hereof shall apply, or
 - b) Be declared bankrupt or enter into any scheme or made any assignment for the benefit of the creditors then the Vendor or Purchaser shall be deemed to be in default hereunder.
5. If the purchaser shall not complete this contract by the completion date, without default by the vendor, the purchaser shall pay to the vendor on completion, in addition to the balance of price, an amount calculated at **TEN (10%) PER CENTUM PER ANNUM** Interest on the balance of the price, computed at a daily rate inclusive from the date that completion should have taken place to the actual date of completion.

6. The parties agree that fourteen (14) days shall be deemed to be sufficient time for Compliance with any notice given by one party to the other requiring the other to complete This Agreement and making time of the essence of this Agreement.
7. If a deposit of less than ten per cent (10%) of the purchase price is paid by the purchaser, then for the purpose of Clause 9 the deposit to be forfeited shall be ten per cent (10%) of the price and any difference between the deposit shall be paid by the purchaser to the vendor upon demand.
8. Notwithstanding anything else contained, the deposit or any part of the deposit as the vendor may require shall be released to the vendor or as the vendor may direct for the sole purpose of deposit, stamp duty or balance purchase monies for the purchase of Real Estate providing that such deposit is held in a Trust Account of the solicitors' or Real Estate Agent. The execution of this Contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.
9. If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a notice shall give not less than 14 days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. That notice may nominate a specified hour on the last day as the time for completion. A notice to complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
 - (a) If it becomes necessary for the Vendor to issue a Notice to Complete, the Purchaser shall pay to the Vendor the sum of three hundred and thirty dollars (\$330.00) to cover legal costs and other expenses incurred as a consequence of the Purchaser default/delay, this is a genuine pre-estimate of those additional expenses to be allowed by the Purchaser as an additional adjustment on completion.
10. In the event settlement does not take place at the time and place agreed upon as a result of the Purchaser being unable to complete then the Purchaser will pay a fee of \$110.00 to reimburse the additional costs incurred by Vendor.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 197/259963

SEARCH DATE	TIME	EDITION NO	DATE
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1/2/2021	11:25 AM	4	21/7/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY COMMONWEALTH BANK OF AUSTRALIA.

LAND

LOT 197 IN DEPOSITED PLAN 259963
AT RICHMOND
LOCAL GOVERNMENT AREA HAWKESBURY
PARISH OF HAM COMMON COUNTY OF CUMBERLAND
TITLE DIAGRAM DP259963

FIRST SCHEDULE

ALLAN VICTOR MARLIN

(AE AQ117705)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 L115683 EASEMENT FOR DRAINAGE AFFECTING THE PART(S) SHOWN
SO BURDENED IN THE TITLE DIAGRAM
- 3 AQ259671 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

MARLIN ALLAN VICTOR

PRINTED ON 1/2/2021

* 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. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

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Received: 01/02/2021 11:25:24

• OFFICE USE ONLY

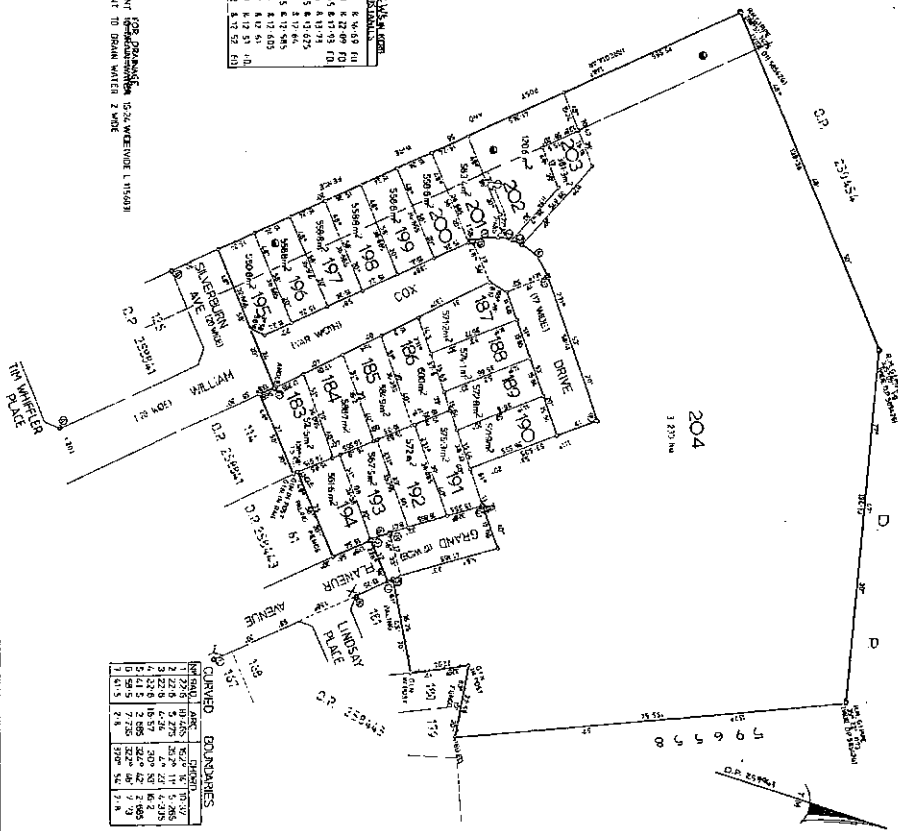
Salmonella and Shigella only

The Common Seal of Hecker
Re Marketing and Sales Pty
Limited was hereunto affixed
by authority of the Directors
as truly given and in the
presence of:

Secretary

TABLE 1		TABLE 2	
Geographical location		Geographical location	
Lat.	Long.	Lat.	Long.
1	46° 30' N	1	46° 30' N
2	46° 30' N	2	46° 30' N
3	46° 30' N	3	46° 30' N
4	46° 30' N	4	46° 30' N
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6	46° 30' N	6	46° 30' N
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99	46° 30' N	99	46° 30' N
100	46° 30' N	100	46° 30' N

FOR DRAINAGE
EASEMENT 10' FROM WATER 15'24' WIDE WIDE L 115.6631
EASEMENT TO DRAIN WATER 2' WIDE



NW RAD	ARC	CHORD	
		65.2°	70.37°
1 22.6	49.465	25.2°	11°
2 22.6	5.275	4.°	2°
3 22.6	4.76	4.°	2°
4 22.6	16.57	30°	5°
5 41.5	2.665	32.6°	42°
6 59.5	7.735	32.2°	46°
7 61.5	2.8	37.0°	5°

M.P.D.

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION!

SAVE VORN REFERENCE: 5695 11016A

AMENDMENTS OR ADDITIONS NOTED ON PLAN
IN REGISTRAR GENERAL'S OFFICE.

Director David L. Rogister [referred to] for New South Wales, certify
that the above is a photograph made on a permanent record of a
person in my custody this 12th day of March, 1960

05 520000

'67 APR 10 AM 11:36

L115683

K-637796

NEW SOUTH WALES
 \$=0075
 STAMP DUTY

Lodgment

Endorsement

New South Wales

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT

(Real Property Act, 1900)

I, THOMAS MICHAEL O'NEIL of Castle Hill in the State of New South Wales, Crazier (hereinafter called "the Transferor") being registered as the Mortgagee of the land hereinafter described under Memorandum of Mortgage Registered number J441589 (subject however to such encumbrances liens and interests as are noted hereunder), in pursuance of the Power of Sale contained in the said Mortgage in consideration of ONE DOLLAR (\$1.00) (the receipt whereof is hereby acknowledged) paid to me by MAINLINE CONSTRUCTIONS PTY. LIMITED a Company duly registered and carrying on business in the State of New South Wales the registered office being at 30-36 Bay Street Double Bay (hereinafter called "the Transferee") do hereby transfer and grant to the said Transferee and its successors in title out of all such of my estate and interest in the land mentioned in the schedule following:

COUNTY	PARISH	REFERENCE TO TITLE		DESCRIPTION OF LAND (IF PART ONLY)
		WHOLE OR PART	VOL. FOL.	
CUMBERLAND	HAM COMMON	PART	10452 131	Being that part of land in <u>XXX</u> plan attached hereto described as Drainage Easement 50 feet wide

FULL AND FREE RIGHT to the uninterrupted passage and flow of water over through and under all that piece of land shown on Plan attached hereto described as Drainage Easement 50 feet wide (the said easement being appurtenant to the land comprised in Certificate of Title Volume 10452 Folio 131 or any part or parts thereof).

AND to make layout construct and use and maintain on the said strip of land such channels cuttings drains pipes and other work as in the opinion of the Transferee or its successors may be required for such drainage and passage **AND** to dig out and use any part of the clay sand gravel stone or earth from the said strip of land or from any part thereof for the making laying out or constructing of such works

L115683

-2-

AND to leave all or any part of the clay sand gravel stone or earth dug out as aforesaid upon the said strip of land or upon any part thereof AND to remove and carry away any part of the clay and gravel stone or earth dug out as aforesaid AND to carry out and maintain all the above works at the cost of the Transferee and without expense to the Transferor AND for the Transferee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the servient tenement and take all such reasonable steps and measures as may be necessary to test inspect cleanse repair maintain alter or replace such of the said drain as exclusively serves the dominant tenements, causing as little disturbance as possible and making good at its own cost all damage caused

AND IT IS HEREBY AGREED AND DECLARED that the said Transferee will at its own expense immediately upon the commencement of the excavation of the said drain erect a fence on all that part of the land of the Transferor abutting upon that part of the drain shown on the plan in Deposited Plan Number

AND THE TRANSFEE HEREBY UNDERTAKES for itself its successors and assigns to keep and maintain in good and sufficient condition the said fence and the said drain at all times and at its own expense.

ENCUMBRANCES &c. REFERRED TO

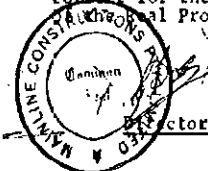
SIGNED at Northwood the 11th day of February 1968

SIGNED in my presence by the transferor
THOMAS MICHAEL O'NEIL who is personally
known to me:

THE COMMON SEAL OF MAINLINE CONSTRUCTIONS
PTY. LIMITED was hereunto affixed by
authority of the Board of Directors
previously given and in the presence of:

Secretary

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



L115683
K-637796

MAEQUIS JACKSON



L115683

"B"

K697196
CERTIFICATE
of L115683

5

The land to which the benefit of this Easement is appurtenant is the whole of the land in Certificate of Title Volume 10467 Folio 226,* the whole of the land in Certificate of Title Volume 10522 Folios 51-179 inclusive and part of the land in Certificate of Title Volume 10467 Folio 227 being the residue after the registration of D.P. 231320.

* Now being the whole of the land comprised in Certificate of Title Vol. 10820 Fols. 1 to Vol. 10821 Fols. 36 inclusive conveyed Vol. 10467 Fols. 226 and 227 and Vol. 10522 Fols. 51

THIS is the annexure marked with the letter "B" mentioned and referred to in the Memorandum of Transfer and Grant of Easement made the 4th day of February, 1967 between Thomas Michael O'Neill and Mainline Constructions Pty. Limited.

My att.
Solicitor for the Transferee

K637796

Registered:	
C.A.:	
Title Systems:	
Purpose:	
Ref. Map:	
Last Plan	

PLAN OF Drainage Easement in Lots 1, 2 & 3, D.P. 238854.

3C 454

Scale: 250 feet to an inch

Mun. Ship	
City:	<i>Nindsor</i>
Localities:	<i>Richmond</i>
Parish:	<i>Ham. Common</i>
County:	<i>Cumberland</i>

I, Keith Joseph Austin, of Austin & Burns, = 201 Chapel Rd., Bankstonia

a name as registered under the Surveyors Act, 1929, do hereby certify that the survey was carried out in the plan is accurate and has been made "in full by me" under my absolute responsibility in accordance with the provisions of the Surveyors Act, 1929, and was completed on 13.12.1974

Signature: *Keith J. Austin*

This map registered under Surveyors Act, 1929, as amended. Under Seal of a Surveyor

Statements of intention to dedicate public roads or public reserves or create drainage reserves, easements, or restrictions as to user

(Signatures and Seals to appear on a panel provided)

It is intended to create a Drainage Easement 50' wide by 100' deep, pursuant to Section 201 as amended of the Surveyors Act in terms of the accompanying instrument signed by the Council Clerk.

continued in my own Dec. 2-20

WARNING: CEASING OR FOLDING WILL LEAD TO REJECTION.

Edwards to the group letter of 11/17/77 and (4) "Pledge" and "Pledge" 11/17/77.

SIGNATURES AND SEALS ONLY.

The Common Seal of Maritime Constructions Pty. Limited was heretofore affixed by authority of the Board of Directors and in the presence of

Secretary

Director

Council Clerk's Certificate.

I hereby certify that

... (a) the requirements of the Local Government Act, 1919 (other than the requirements for the registration of plans); and

(b) The requirements of Section 118 of the Metropolitan Water Sewerage and Drainage Act, 1974, as amended.

has been compiled with by the applicant in relation to the proposed

... ..

Satzbezeichnung No. ...

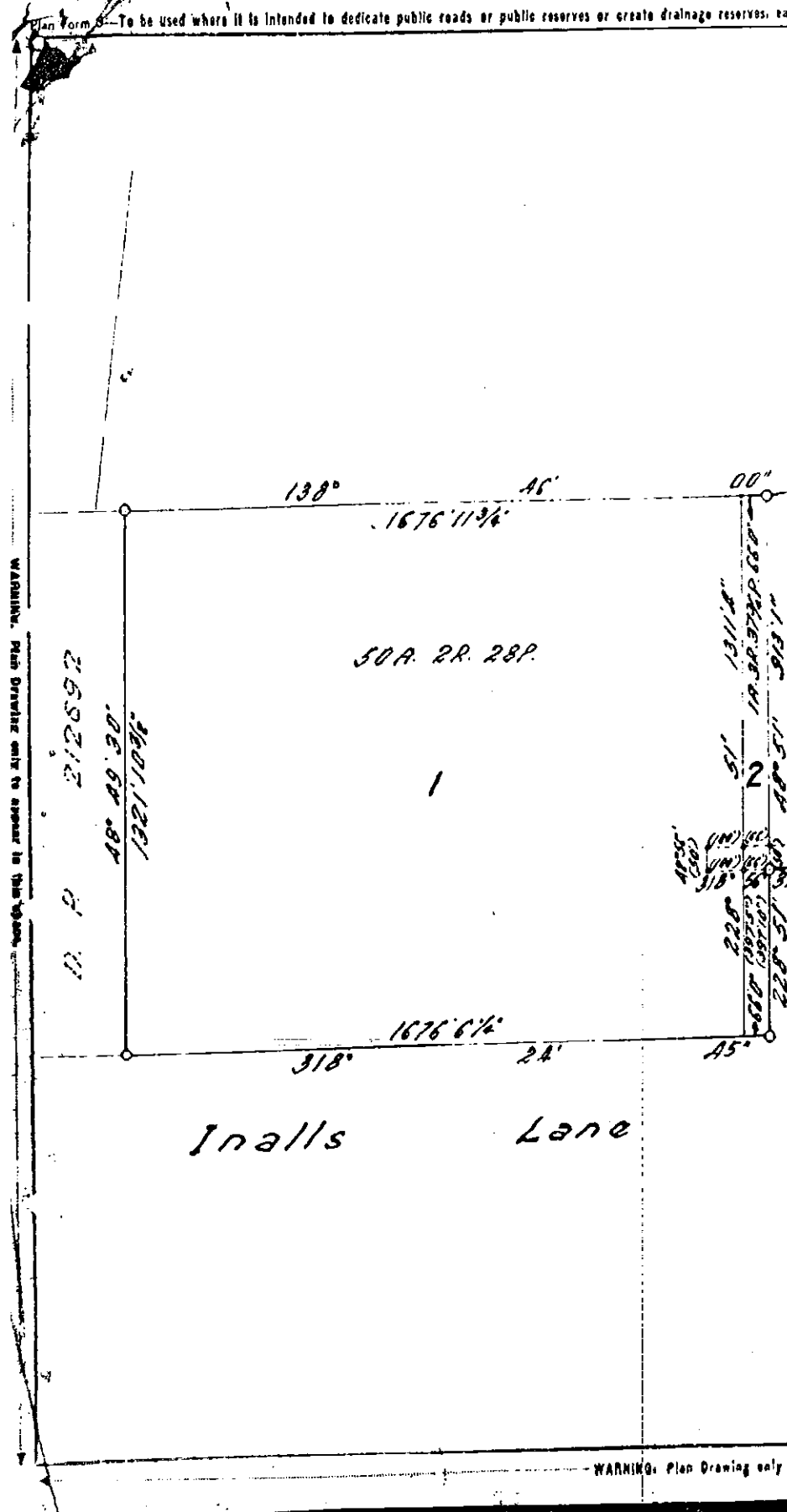
Date: 20.11.2020

(Sig value)

കുടുംബ ക്ലി

*NOTE - This part of certificate to be deleted when the application is only for a portion of a road or when the land to be provided is actually outside the area of operation of the Milwaukee Street Railway and Electric Board.

Plan Form 8 - To be used where it is intended to dedicate public roads or public reserves or create drainage reserves, etc.



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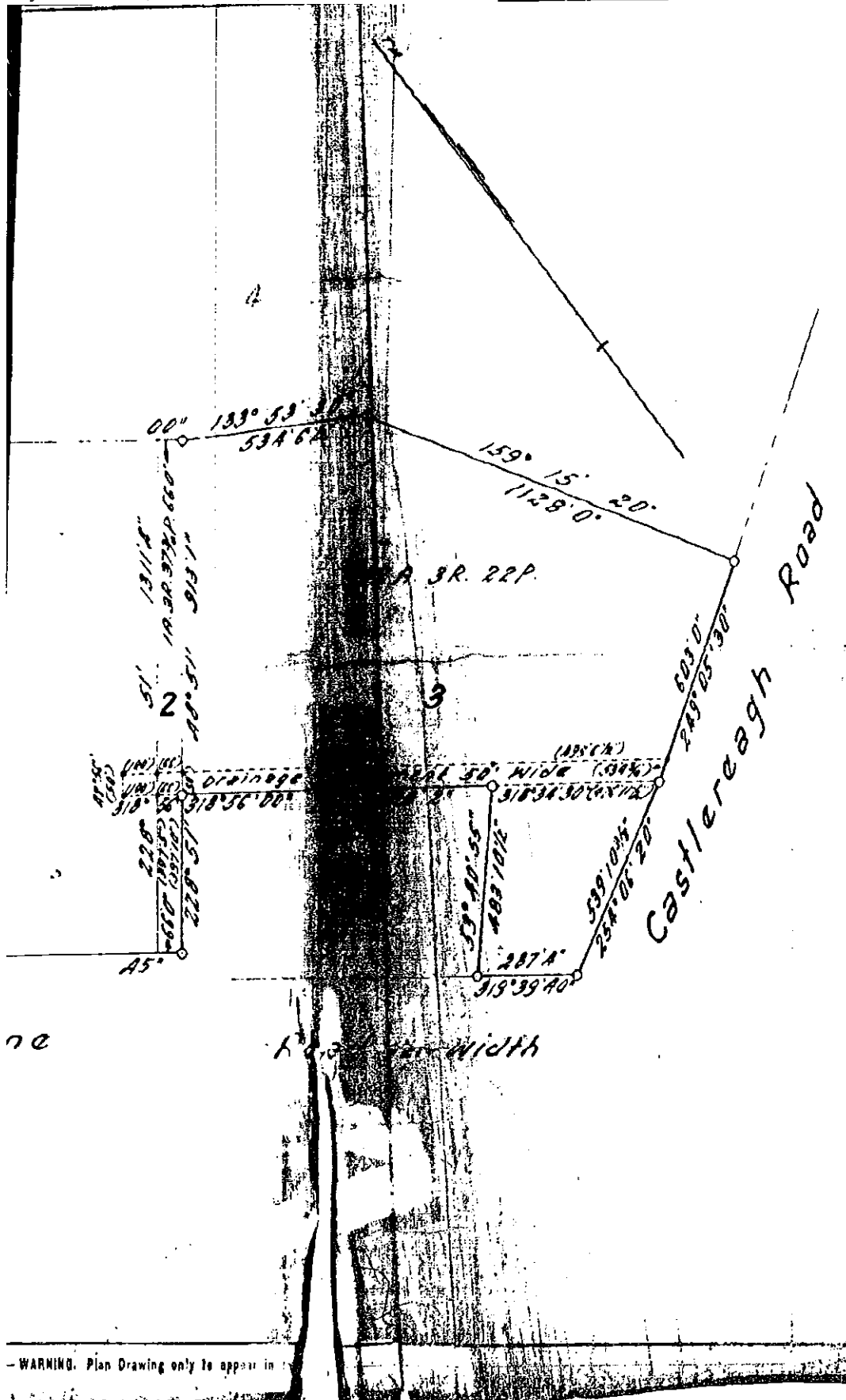
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24

45

Inalls Lane

- WARNING: Plan Drawing only



1153
Transfer & grant of Easement for Drainage

11.3.68 115683

Particulars entered in Register Book
on 29th July 1968
at 4 p.m.

Jardine

Registrar General



① 67 APR 10 AM 11:36
 L115683A ②
 K.637797

NEW SOUTH WALES
 \$=0300
 Lodgment
 10/4/16

Lease 8-0
 Easement 4-0
 Lease 3-0
 Easement 1-0
 \$16-0
 10/4/16
 \$40



New South Wales

MEMORANDUM OF TRANSFER AND GRANT OF EASEMENT
 (Real Property Act, 1900)

I, SARAH BUCHANAN of Richmond in the State of New South Wales,
 Widow (hereinafter called "the Transferor") being registered
 as the proprietor of an estate in fee simple in the land hereinafter
 described, subject however to such encumbrances liens and interests
 as are noted hereunder, in consideration of ONE DOLLAR (\$1.00) (the
 receipt whereof is hereby acknowledged) paid to me by MAINLINE
CONSTRUCTIONS PTY. LIMITED a Company duly registered and carrying
 on business in the State of New South Wales the registered office
 being at 30-36 Bay Street Double Bay (Hereinafter called "the
 Transferee") do hereby transfer and grant to the said Transferee and
 its successors in title out of all such of my estate and interest in
 the land mentioned in the schedule following:

COUNTY	PARISH	REFERENCE TO TITLE		DESCRIPTION OF LAND (IF PART ONLY)
		WHOLE OR PART	VOL. FOL.	
<u>CUMBERLAND</u>	<u>HAM COMMON</u>	<u>WHOLE</u> NOW BEING	<u>23</u> 10452	<u>22</u> 130/ Being that part of Lot 2 in D.P. 230454 described as Drainage Easement 50 feet wide.

FULL AND FREE RIGHT to the uninterrupted passage and flow of water
 over through and under all that piece of land shown in Lot 2 on
 Deposited Plan Number 230454 described as Drainage Easement 50 feet
 wide (the said easement being appurtenant to the land comprised in the
 Certificate of Title referred to in the annexure hereto marked "A"
AND to make lay out construct and use and maintain on the said strip
 of land such channels cuttings drains pipes and other work as in the
 opinion of the Transferee or its successors may be required for such
 drainage and passage AND to dig out and use any part of the clay sand
 gravel stone or earth from the said strip of land or from any part
 thereof for the making laying out or constructing of such works

B

This document is a copy of the original document filed in the office of the Registrar-General, New South Wales, on 10/4/16. It is not a legal document and should not be relied upon for legal purposes.

L115683 A

3

- 2 -

AND to leave all or any part of the clay sand gravel stone or earth dug out as aforesaid upon the said strip of land or upon any part thereof AND to remove and carry away any part of the clay sand gravel stone or earth dug out as aforesaid AND to carry out and maintain all the above works at the cost of the Transferee and without expense to the Transferor AND for the Transferee with servants workmen and others at all reasonable times on notice (except in the case of an emergency) to enter into and upon the servient tenement and take all such reasonable steps and measures as may be necessary to test inspect cleanse repair maintain alter or replace such of the said drain as exclusively serves the dominant tenements, causing as little disturbance as possible and making good at its own cost all damage caused

AND IT IS HEREBY AGREED AND DECLARED that the said Transferee will at its own expense immediately upon the commencement of the excavation of the said drain erect a fence on all that part of the land of the Transferor abutting upon that part of the drain shown on the plan in Deposited Plan Number 230454.

AND THE TRANSFERREE HEREBY UNDERTAKES for itself its successors and assigns to keep and maintain in good and sufficient condition the said fence and the said drain at all times and at its own expense.

ENCUMBRANCES &c. REFERRED TO

SIGNED at Sydney the 14th day of March 1967

SIGNED in my presence by the transferor
SARAH BUCHANAN who is personally known
to me:

L. Buchanan

[Signature]
Solicitor

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

THE COMMON SEAL of MAINLINE CONSTRUCTIONS PTY. LIMITED was hereto affixed by authority of the Board of Directors previously given and in the presence of:



[Signature]
Secretary

MARQUIS JACKSON

K637797 - New L115683A

Marquis Jackson

15/12/19



Based by B.S. J. 1/1/19

"A"

L15683A

The land to which the benefit of this Easement is appurtenant is the whole of the land in Certificate of Title Volume 10467 Folio 226, the whole of the land in Certificate of Title Volume 10522 Folios 51-179 inclusive and part of the land in Certificate of Title Volume 10467 Folio 227 being the residue after the registration of D.P. 231320. *N/C*

*The being the whole of the land comprised in Certificate of Title Vol. 10820 Folio 1 to Vol. 10821 Folio 36 inclusive as recorded Vol. 10467 Folio 226 and 227 and Vol. 10522 Folio 51 to

THIS is the annexure marked with the letter "A" mentioned and referred to in the Memorandum of Transfer and Grant of Easement made the 14th day of March, 1967 between SARAH BUCHANAN and MAINLINE CONSTRUCTIONS PTY. LIMITED.

My auth.

Solicitor for the Transferee

K687797 - Now L115683A

Transfer & grant of an Easement for drainage

19.5 c/s

100
K1087-218/107
100

Particulars entered in Register Book
on 29th July 1988
at 4.20 p.m.

Jarvis
Registrar General



Hawkesbury City Council



Planning Certificate

Issued under Section 10.7 *Environmental Planning and Assessment Act, 1979*

gmanna@bigpond.net.au

Gino Manna Lawyer
30 Pineridge Crescent
SILVERDALE NSW 2752

Certificate Number PC1383/21
Date of Endorsement 28 January 2021
Your Reference GM, Marlin

Location

Land Description Lot 197 DP 259963 Vol 14092 Fol 234, 77 William Cox Drive RICHMOND NSW 2753

The following information is only applicable as of the date of this certificate and is provided pursuant to Section 10.7 of the *Environmental Planning and Assessment Act 1979*, as prescribed by Schedule 4 of the *Environmental Planning and Assessment Regulation 2000*.

Information pursuant to Section 10.7(2) of the Act

1 Names of relevant planning instruments and Development Control Plans

1.1 The land is affected by the following environmental planning instruments:

Hawkesbury Local Environmental Plan 2012

Sydney Regional Environmental Plan No 20 - Hawkesbury Nepean River (No 2 - 1997)

SREP No 20 (No 2 - 1997) was gazetted on 6 November 1997, and is accompanied by the 'Hawkesbury-Nepean Action Plan 1997' and 'Codes of Practice for Consultation'.

The aim of *SREP No 20 (No 2 - 1997)* is to protect the environment of the Hawkesbury-Nepean River system by ensuring that the impacts of future land uses are considered in a regional context.

SREP No 20 (No 2 - 1997) requires development consent for the purpose of caravan parks or camping grounds; composting facilities or works; buildings works or land uses within conservation area sub-catchments; remediation of contaminated land; filling; certain activities in relation to items of non-aboriginal heritage; intensive horticulture industries; some intensive animal industries; manufactured home estates; marinas; recreational facilities; land uses in or near the river; land uses in riverine scenic areas; sewerage systems or works.

Development for extractive industries is prohibited in some areas. Consent of Council and the concurrence of the Director-General is required for maintenance dredging and extractive operations carried out downstream of the Wallacia Bridge as a consequence of, and ancillary to, works for flood mitigation, bank stabilisation, the construction of bridges or other instream structures (such as marinas) or the licensed or unlicensed withdrawal of water where extraction is necessary to carry out the works. Some intensive animal industries and potentially hazardous or offensive industries are prohibited if carried out on a floodway. Development in mapped wetlands requires the consent of Council and the concurrence of the Director-General of Urban Affairs and Planning.

366 George Street (PO Box 146) WINDSOR NSW 2756 | Phone: (02) 4560 4444 | Facsimile: (02) 4587 7740 | DX: 8601 WINDSOR
Hours: Monday to Friday 8:30am - 5pm | Email: council@hawkesbury.nsw.gov.au | Website: www.hawkesbury.nsw.gov.au



Interpreter Service available, call 131 450 | 131 450 提供口譯服務, 請撥 131 450 | Hemm servizz tal-interpretu, cempel 131 450

Hawkesbury City Council



Sydney Regional Environmental Plan No 9 - Extractive Industry (No 2 - 1995)

Identifies regionally significant extractive resources within the Sydney Region to facilitate their utilisation. The plan ensures extraction is carried out in an environmentally acceptable manner and prohibits extraction from certain environmentally sensitive areas. It ensures that decisions on future urban expansion take into account the ability to realise the full potential of important deposits.

State Environmental Planning Policy No 19 - Bushland in Urban Areas

Protects and preserves bushland within certain urban areas, as part of the natural heritage or for recreation, educational and scientific purposes. The SEPP is designed to protect bushland in public open space zones and reservations, and to ensure that bush preservation is given a high priority when local environmental plans for urban development are prepared.

State Environmental Planning Policy No 21 - Caravan Parks

Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the *Local Government Act 1993*, are also permitted. The specific kinds of movable dwellings allowed under the *Local Government Act* in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The SEPP ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

State Environmental Planning Policy No 33 - Hazardous and Offensive Development

Provides definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must carefully consider the specifics of the case, the location and the way in which the proposed activity is to be carried out. The SEPP also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the SEPP. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The SEPP does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the *Environmental Planning and Assessment Act 1979*.

State Environmental Planning Policy No 50 - Canal Estate Development

Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

State Environmental Planning Policy No 55 - Remediation of Land

Introduces state-wide planning controls for the remediation of contaminated land. The SEPP states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The SEPP makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals.

State Environmental Planning Policy No 64 - Advertising and Signage

Aims to ensure that outdoor advertising is compatible with the desired amenity and visual character of an area, provides effective communication in suitable locations and is of high quality design and finish.

Hawkesbury City Council



State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development

Raises the design quality of residential flat development across the state through the application of a series of design principles. Provides for the establishment of Design Review Panels to provide independent expert advice to councils on the merit of residential flat development.

State Environmental Planning Policy No 70 - Affordable Housing (Revised Schemes)

Extends the life of affordable housing provisions relating to: *Sydney Regional Environmental Plan No. 26 - City West*, *Willoughby Local Environmental Plan 1995* and *South Sydney Local Environmental Plan 1998*. Schemes such as these are helping to provide affordable housing in areas undergoing significant redevelopment.

State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

This SEPP operates in conjunction with *Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004* to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX.

State Environmental Planning Policy (State Significant Precincts) 2005

Defines certain developments that are major projects under Part 3A of the *Environmental Planning & Assessment Act 1979* and determined by the Minister for Planning. The SEPP also lists State significant precincts.

State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007

The SEPP aims to provide for the proper management and development of mining, petroleum and extractive material resources for the social and economic welfare of the State. The SEPP establishes appropriate planning controls to encourage ecologically sustainable development.

State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2004

Amends various environmental planning instruments so as to omit provisions requiring consent authorities to obtain certain concurrences or refer matter to various persons or bodies.

State Environmental Planning Policy (State and Regional Development) 2011

The aims of this SEPP are to identify development that is State significant development, to identify development that is State significant infrastructure and critical State significant infrastructure, to confer functions on joint regional planning panels to determine development applications.

State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2008

Removes duplicative or unnecessary requirements in environmental planning instruments which require concurrence from or referral to government agencies.

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

Aims to provide streamlined assessment processes for development that complies with specified development standards.

State Environmental Planning Policy (Affordable Rental Housing) 2009

Aims to provide a consistent planning regime for the retention and provision of affordable rental housing.

Hawkesbury City Council



State Environmental Planning Policy (Infrastructure) 2007

Provides a consistent planning regime for infrastructure and the provision of services across NSW, along with providing for consultation with relevant public authorities during the assessment process. The SEPP supports greater flexibility in the location of infrastructure and service facilities along with improved regulatory certainty and efficiency.

State Environmental Planning Policy (Integration and Repeals) 2016

This SEPP repealed a number of SEPPs and deemed SEPPs including State Environmental Planning Policy No 32-Urban Consolidation (Redevelopment of Urban Land) and Sydney Regional Environmental Plan No 19-Rouse Hill Development Area.

State Environmental Planning Policy (Vegetation in Non-Urban Areas)

The aim of this Policy is to protect the biodiversity values and the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

State Environmental Planning Policy (Concurrences) 2018

This Policy identifies the circumstances in which the Planning Secretary may elect to act in the place of a person whose concurrence to development is required to be obtained and has failed to inform a consent authority of the decision concerning concurrence within the time allowed for doing so.

State Environmental Planning Policy (Primary Production and Rural Development) 2019

This Policy facilitates the orderly economic use and development of lands for primary production, and encourages sustainable agriculture, including sustainable aquaculture. It aims to reduce land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources. The Policy provides development controls and the matters for consideration for development applications involving or affecting certain agricultural uses.

State Environmental Planning Policy (Koala Habitat Protection) 2020

Encourages the proper conservation and management of areas of natural vegetation that provides habitat for koalas to ensure a permanent free-living population over their present range and reverse the current trend of koala population decline. The SEPP provides the requirements and considerations for the conservation and management of koala habitat, including requirements for the development of land that may provide koala habitat.

The land may be affected by the following environmental planning instrument:

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the State by providing a consistent planning regime including the establishment of consistent assessment requirements, design considerations and consultation for these types of development.

- 1.2 The land is affected by the following proposed environmental planning instruments that are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979* (excludes instruments where Council has been notified that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Draft State Environmental Planning Policy - Integrating Land Use and Transport

Draft State Environmental Planning Policy (Application of Development Standards) 2004

Draft State Environmental Planning Policy (Competition) 2010

Hawkesbury City Council



Draft State Environmental Planning Policy (Environment) 2017

Amendment to State Environmental Planning Policy No. 55 – Remediation of Land

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Housekeeping Amendments

Amendment to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 – Short-term Rental Accommodation

Amendment to Standard Instrument Local Environmental Plan – Short-term Rental Accommodation definition

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019

Draft State Environmental Planning Policy (Housing Diversity)

Draft State Environmental Planning Policy – Cumberland Plain Conservation Plan

- 1.3 The land is affected by the following Development Control Plans:

Hawkesbury Development Control Plan 2002

Note: In this section a proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.

Zoning and land use under relevant Local Environmental Plans

- 2.1 The land is zoned:

R2 Low Density Residential under *Hawkesbury Local Environmental Plan 2012*.

- 2.2 Development permitted without development consent:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which development may be carried out within the zone without development consent are referred to in the Land Use Table Annexure.

- 2.3 Development requiring development consent:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which development may be carried out within the zone without development consent are referred to in the Land Use Table Annexure.

- 2.4 Development that is prohibited:

Under the provisions of *Hawkesbury Local Environmental Plan 2012* the purposes for which the carrying out of development is prohibited within the zone are referred to in the Land Use Table Annexure.

The following special provisions of *Hawkesbury Local Environmental Plan 2012* may apply to the subject land:

- Clause 2.5 Additional permitted uses for particular land.
- Clause 2.6 Subdivision - consent requirements.
- Clause 2.7 Demolition requires development consent.
- Clause 2.8 Temporary use of land.
- Part 3 Exempt and complying development.
- Clause 4.2 Rural subdivision.
- Clause 4.2A Residential development and subdivision prohibited on certain land.
- Clause 5.1 Relevant acquisition authority.

Hawkesbury City Council



- Clause 5.1A Development on land intended to be acquired for public purposes.
- Clause 5.3 Development near zone boundaries.
- Clause 5.7 Development below mean high water mark.
- Clause 5.8 Conversion of fire alarms.
- Clause 5.10 Heritage conservation.
- Clause 5.11 Bush fire hazard reduction.
- Clause 5.12 Infrastructure development and use of existing buildings of the Crown.
- Clause 6.1 Acid sulfate soils.
- Clause 6.2 Earthworks.
- Clause 6.11 Residential accommodation at Johnston and New Streets, Windsor.
- Clause 6.12 Certain development at Richmond Lowlands.

These special provisions may alter the development shown in the Land Use Table which may be carried out with or without development consent and prohibited land uses. Please refer to the above mentioned provisions of *Hawkesbury Local Environmental Plan 2012* to determine applicability.

- 2.5 Has Council adopted any development standards providing fixed minimum land dimensions for the erection of a dwelling house on the land?

No.

- 2.6 Does the land include or comprise critical habitat?

No.

- 2.7 Is the land in a conservation area under *Hawkesbury Local Environmental Plan 2012* or a proposed instrument referred to in section 1 of this certificate (other than a SEPP or proposed SEPP)?

No.

- 2.8 Is an item of environmental heritage under *Hawkesbury Local Environmental Plan 2012* or a proposed instrument referred to in section 1 of this certificate (other than a SEPP or proposed SEPP) situated on the land?

No.

Note: The land may also be subject to a proposed environmental planning instrument (see section 1.2 of this certificate) that may change the information given in this section of the certificate.

2A Zoning and land use under *State Environmental Planning Policy (Sydney Region Growth Centres) 2006 Vineyard Precinct Plan*

- 2A.1 The land is zoned:

Not Applicable - See Question 2.1.

- 2A.2 Development permitted without development consent:

Not Applicable - See Question 2.2.

- 2A.3 Development requiring development consent:

Not Applicable - See Question 2.3.

- 2A.4 Development that is prohibited:

Not Applicable - See Question 2.4.

Hawkesbury City Council



2A.5 Does the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* contain any development standards providing fixed minimum land dimensions for the erection of a dwelling house on the land?

Not Applicable - See Question 2.5.

2A.6 Does the land include or comprise critical habitat?

Not Applicable - See Question 2.6.

2A.7 Is the land in a conservation area under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*?

Not Applicable - See Question 2.7.

2A.8 Is an item of environmental heritage under the *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*?

Not Applicable - See Question 2.8.

Note: The land may also be subject to a proposed environmental planning instrument (see section 1.2 of this certificate) that may change the information given in this section of the certificate.

3 Complying Development 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*.

3.1 Housing Code.

Can complying development under the Housing Code be carried out on the subject land?

Yes.

3.2 Housing Alterations Code.

Can complying development under the Housing Alterations Code be carried out on the subject land?

Yes.

3.3 Commercial and Industrial Alterations Code.

Can complying development under the Commercial and Industrial Alterations Code be carried out on the subject land?

Yes.

3.4 Subdivisions Code.

Can complying development under the Subdivisions Code be carried out on the subject land?

Yes.

3.5 Rural Housing Code.

Can complying development under the Rural Housing Code be carried out on the subject land?

Yes.

Hawkesbury City Council



3.6 General Development Code.

Can complying development under the General Development Code be carried out on the subject land?

Yes.

3.7 Demolition Code.

Can complying development under the Demolition Code be carried out on the subject land?

Yes.

3.8 Commercial and Industrial (New Buildings and Additions) Code.

Can complying development under the Commercial and Industrial (New Buildings and Additions) Code be carried out on the subject land?

Yes.

3.9 Container Recycling Facilities Code.

Can complying development under the Container Recycling Facilities Code be carried out on the subject land?

Yes.

3.10 Fire Safety Code.

Can complying development under the Fire Safety Code be carried out on the subject land?

Yes.

3.11 Greenfield Housing Code.

Can complying development under the Greenfield Housing Code be carried out on the subject land?

Yes.

3.12 Low Rise Housing Diversity Code

Can complying development under the Low Rise Housing Diversity Code be carried out on the subject land?

Yes.

4 Repealed

4A Repealed

4B Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

Has the owner (or any previous owner) of the land consented in writing to the land being subject to annual charges under Section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that *Local Government Act 1993*)?

No.

Note: 'Existing coastal protection works' are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of Section 553B of the *Local Government Act 1993*.

Hawkesbury City Council



5 Mine Subsidence

Is the subject land within a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*?

No.

6 Road widening and road realignment

Is the land affected by road widening or road re-alignment under Division 2 of Part 3 of the *Roads Act 1993*, or any environmental planning instruments, or any resolution of Council?

No.

7 Council and other public authority policies on hazard risk restrictions

Has Council adopted a policy or has any other public authority notified Council for the purpose of planning certificates of a policy that restricts the development of the land because of the likelihood of:

a) Landslip.

No.

b) Bushfire risk.

No.

c) Tidal inundation.

No.

d) Subsidence.

No.

e) Acid sulfate soils.

Yes.

f) Any other risk (other than flooding)?

No.

7A Flood Related Development Controls Information

a) Is the land or part of the land subject to flood related development controls for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing)?

The land is not subject to riverine flood related development controls.

b) Is the land or part of the land subject to flood related development controls for any other purpose not included in a) above?

The land is not subject to riverine flood related development controls.

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Note: Words and expressions in this section have the same meanings as in the standard instrument set out in the *Standard Instrument (Local Environmental Plans) Order 2006*.

The above responses are provided in relation to the flood related development controls of *Hawkesbury Local Environmental Plan 2012* or *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* as applicable. Some State or Regional planning instruments may contain flood related development controls which affect the land. These include, but are not necessarily restricted to, *State Environmental Planning Policy (Exempt and Complying Development Code) 2008*, *State Environmental Planning Policy No 30 - Intensive Agriculture*, *State Environmental Planning Policy (Infrastructure) 2007*, *State Environmental Planning Policy No 62 - Sustainable Aquaculture*, *State Environmental Planning Policy (Sydney Region Growth Centres) 2006*, *Sydney Regional Environmental No 9 – Extractive Industry (No 2 – 1995)*, and *Sydney Regional Environmental Plan No 20 – Hawkesbury – Nepean River (No 2 – 1997)*.

8. Land Reserved for Acquisition

Is the land affected by any environmental planning instrument, or proposed environmental planning instrument referred to in section 1 of this certificate, which makes provision for the acquisition of the land by a public authority, as referred to in Section 3.15 of the *Environmental Planning and Assessment Act 1979*?

No.

9 Contributions Plans

The *Hawkesbury Section 94 Contributions Plan 2015* to the subject land.

The *Hawkesbury Section 94A Contributions Plan 2015* applies to the subject land.

9A Biodiversity certified land

Is the land biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*?

No.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10 Biodiversity stewardship sites

Has Council been notified that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*?

No.

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

10A Native vegetation clearing set asides

Does the land contain a set aside area under section 60ZC of the *Local Land Services Act 2013*?

No.

11 Bush fire prone land

Is the land bush fire prone land (as defined by the *Environmental Planning and Assessment Act 1979*)?

None of the land is bush fire prone.

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12 Property Vegetation Plans

Has Council been notified that the land is land to which a property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies?

No.

13 Orders under *Trees (Disputes Between Neighbours) Act 2006*

Has Council been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land?

No.

14 Directions under Part 3A

Is the land subject to an in force direction under Section 75P(2)(c1) of the *Environmental Planning and Assessment Act 1979*?

No.

15 Site compatibility certificates and conditions for seniors housing

15.1 Is the land subject to a current site compatibility certificate (seniors housing), of which Council is aware, issued under *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

15.2 Has Council granted a development consent after 11 October 2007 in respect of the land, setting out any terms of a kind referred to in clause 18(2) of the *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*?

No.

16 Site compatibility certificates for infrastructure, schools or TAFE establishments

Is the land subject to a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which Council is aware?

No.

17 Site compatibility certificates and conditions for affordable rental housing

17.1 Is the land subject to a current site compatibility certificate (affordable rental housing), of which Council is aware?

No.

17.2 Is the land subject to a statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that has been imposed as a condition of consent to a development application?

No.

18 Paper subdivision information

18.1 Is the land subject to a development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot?

No.

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18.2 Is the land subject to a subdivision order?

No.

Note: Words and expressions used in this section have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19 Site verification certificates for biophysical strategic agricultural lands

Is the land subject to a current site verification certificate (biophysical strategic agricultural land), of which Council is aware?

No.

Note: A site verification certificate sets out the relevant State Government department Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land - see Division 3 of Part 4AA of *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20 Loose-fill asbestos insulation

Does the land contain any residential premises that is listed on the Loose-Fill Asbestos Insulation Register (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*)?

No.

21 Affected building notices and building product rectification orders

21.1 Is the land subject to an in force affected building notice (within the meaning of Part 4 of the *Building Products (Safety) Act 2017*), of which Council is aware?

No.

21.2 (a) Is the land subject to an in force affected building product rectification order (within the meaning of the *Building Products (Safety) Act 2017*) that has not been fully complied with?

No.

(b) Is the land subject to a notice of intention to make a building product rectification order (within the meaning of the *Building Products (Safety) Act 2017*), of which Council is aware has been given, and that is outstanding?

No.

22 State Environmental Planning Policy (Western Sydney Aerotropolis) 2020

Not Applicable

Additional Matters

Certain prescribed matters under Section 59(2) of the *Contaminated Land Management Act 1997 (CLMA1997)*.

a) Is the land significantly contaminated land within the meaning of the CLMA 1997?

No.

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- b) Is the land subject to a management order within the meaning of the CLMA 1997?
No.
- c) Is the land subject to an approved voluntary management proposal within the meaning of the CLMA 1997?
No.
- d) Is the land subject to an ongoing maintenance order within the meaning of the CLMA 1997?
No.
- e) Is the land subject to a site audit statement within the meaning of the CLMA 1997?
No.

Enquiries

For any enquiries please contact Customer Service on (02) 4560 4444.

Chris Carloss

Authorised Officer | Hawkesbury City Council

☎ (02) 4587 7740 | 🌐 www.hawkesbury.nsw.gov.au

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Land Use Table Annexure

Hawkesbury Local Environment Plan 2012

Land Use Table

Note: A type of development referred to in the Land Use Table is a reference to that type of development only to the extent it is not regulated by an applicable State Environmental Planning Policy. Please refer to the State Environmental Planning Policies (SEPPs) and Sydney Regional Environmental Plans (SREPs) listed in Question 1.1 of the Planning Certificate to determine if additional permissibility's or prohibitions apply to development under these Policies.

Zone RU1 Primary Production

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To encourage agricultural activities that do not rely on highly fertile land.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.
- To promote the conservation and enhancement of local native vegetation including the habitat of threatened species, populations and ecological communities by encouraging development to occur in areas already cleared of vegetation.
- To ensure that development retains or enhances existing landscape values including a distinctive agricultural component.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations

3. Permitted with consent

Animal boarding or training establishments; Aquaculture; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Correctional centres; Crematoria; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Extractive industries; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Funeral homes; Health consulting rooms; Helipads; Heliports; Home-based child care; Home industries; Hospitals; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Open cut mining; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Tourist and visitor accommodation; Truck depots; Veterinary hospitals; Water recreation structures; Water storage facilities

4. Prohibited

Any development not specified in item 2 or 3.

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Zone RU2 Rural Landscape

1. Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To maintain the rural landscape character of the land.
- To provide for a range of compatible land uses, including extensive agriculture.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses in the zone and land uses in adjoining zones.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.
- To ensure that development retains or enhances existing landscape values including a distinctive agricultural component.
- To preserve the river valley systems, scenic corridors, wooded ridges, escarpments, environmentally sensitive areas and other features of scenic quality.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations

3. Permitted with consent

Agriculture; Animal boarding or training establishments; Aquaculture; Boat sheds; Building identification signs; Business identification signs; Cemeteries; Charter and tourism boating facilities; Crematoria; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Farm stay accommodation; Flood mitigation works; Forestry; Funeral homes; Helipads; Home-based child care; Home industries; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Recreation areas; Restaurants or cafes; Roads; Roadside stalls; Rural industries; Rural supplies; Rural workers' dwellings; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU4 Primary Production Small Lots

1. Objectives of zone

- To enable sustainable primary industry and other compatible land uses.
- To encourage and promote diversity and employment opportunities in relation to primary industry enterprises, particularly those that require smaller lots or that are more intensive in nature.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Aquaculture; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual

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occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Home-based child care; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU5 Village

1. Objectives of zone

- To provide for a range of land uses, services and facilities that are associated with a rural village.
- To maintain the rural character of the village and ensure buildings and works are designed to be in sympathy with the character of the village.
- To protect hilltops, ridge lines, river valleys, rural landscape and other local features of scenic significance.
- To ensure that development does not detract from the existing rural character or create unreasonable demands for the provision or extension of public amenities and services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3. Permitted with consent

Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Flood mitigation works; Food and drink premises; Home-based child care; Home industries; Jetties; Landscaping material supplies; Moorings; Neighbourhood shops; Oyster aquaculture; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Schools; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Pond-based aquaculture Any development not specified in item 2 or 3.

Zone R1 General Residential

1. Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations

3. Permitted with consent

Animal boarding or training establishments; Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care

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facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Rural workers' dwellings; Any other development not specified in item 2 or 3.

Zone R2 Low Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To protect the character of traditional residential development and streetscapes.
- To ensure that new development retains and enhances that character.
- To ensure that development is sympathetic to the natural environment and ecological processes of the area.
- To enable development for purposes other than residential only if it is compatible with the character of the living area and has a domestic scale.
- To ensure that water supply and sewage disposal on each resultant lot of a subdivision is provided to the satisfaction of the Council.
- To ensure that development does not create unreasonable demands for the provision or extension of public amenities or services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Flood mitigation works; Group homes; Health consulting rooms; Home-based child care; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone R3 Medium Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide a wide range of housing choices in close proximity to commercial centres and railway stations.

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- To ensure that development is sympathetic to the natural amenity and ecological processes of the area.
- To ensure that development does not create unreasonable demands for the provision or extension of public amenities or services.

2. Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Environmental facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home industries; Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4 Prohibited

Pond-based aquaculture; Any development not specified in item 2 or 3.

Zone R5 Large Lot Residential

1 Objectives of zone

- To provide residential housing in a rural setting while preserving, and minimising impacts on, environmentally sensitive locations and scenic quality.
- To ensure that large residential lots do not hinder the proper and orderly development of urban areas in the future.
- To ensure that development in the area does not unreasonably increase the demand for public services or public facilities.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.
- To provide primarily for low density residential housing and associated facilities.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3 Permitted with consent

Animal boarding or training establishments; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extensive agriculture; Farm buildings; Flood mitigation works; Home-based child care; Home industries; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4 Prohibited

Any development not specified in item 2 or 3.

Hawkesbury City Council



Zone B1 Neighbourhood Centre

1 Objectives of zone

- To provide a range of small-scale retail, business and community uses that serve the needs of people who live or work in the surrounding neighbourhood.
- To promote the development and expansion of business activities to meet the optimum employment and social needs of Hawkesbury.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3 Permitted with consent

Boarding houses; Business premises; Centre-based child care facilities; Community facilities; Home industries; Medical centres; Neighbourhood shops; Neighbourhood supermarkets; Oyster aquaculture; Respite day care centres; Roads; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Highway service centres; Home occupations (sex services); Hostels; Industrial retail outlets; Industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Moorings; Open cut mining; Pond-based aquaculture Recreation facilities (major); Research stations; Resource recovery facilities; Restricted premises; Rural industries; Rural workers' dwellings; Sewage treatment plants; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities.

Zone B2 Local Centre

1. Objectives of zone

- To provide a range of retail, business, entertainment and community uses that serve the needs of people who live in, work in and visit the local area.
- To encourage employment opportunities in accessible locations.
- To maximise public transport patronage and encourage walking and cycling.
- To promote the development and expansion of business activities to meet the optimum employment and social needs of Hawkesbury.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Educational establishments; Entertainment facilities; Function centres; Home industries; Information and education facilities; Medical centres; Oyster aquaculture; Passenger transport facilities; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Roads; Service stations; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Home occupations (sex services); Hostels; Industrial retail outlets; Industries;

Hawkesbury City Council



Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Moorings; Open cut mining; Pond-based aquaculture Recreation facilities (major); Research stations; Resource recovery facilities; Rural industries; Rural workers' dwellings; Sewage treatment plants; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities.

Zone B5 Business Development

1. Objectives of zone

- To enable a mix of business and warehouse uses, and specialised retail premises that require a large floor area, in locations that are close to, and that support the viability of, centres.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Centre-based child care facilities; Funeral homes; Garden centres; Hardware and building supplies; Landscaping material supplies; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Respite day care centres; Roads; Specialised retail premises; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Amusement centres; Biosolids treatment facilities; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Exhibition homes; Exhibition villages; Farm buildings; Forestry; General industries; Hazardous storage establishments; Heavy industries; Highway service centres; Home businesses; Home-based child care; Home industries; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Restricted premises; Roadside stalls; Sawmill or log processing works; Sewage treatment plants; Sex services premises; Shops; Tourist and visitor accommodation; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water storage facilities; Water treatment facilities; Wholesale supplies; Water recycling facilities.

Zone B6 Enterprise Corridor

1 Objectives of zone

- To promote businesses along main roads and to encourage a mix of compatible uses.
- To provide a range of employment uses (including business, office, retail and light industrial uses).
- To maintain the economic strength of centres by limiting retailing activity.

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Business premises; Community facilities; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Landscaping material supplies; Light industries; Neighbourhood shops; Oyster aquaculture; Passenger transport facilities; Plant nurseries; Roads; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

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4 Prohibited

Airports; Airstrips; Backpackers' accommodation; Bed and breakfast accommodation; Biosolids treatment facilities; Boat building and repair facilities; Boat sheds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Extensive agriculture; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home-based child care; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Marinas; Markets; Moorings; Open cut mining; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Roadside stalls; Rural industries; Sewage treatment plants; Sex services premises; Shops; Storage premises; Transport depots; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water storage facilities; Water treatment facilities.

Zone IN1 General Industrial

1 Objectives of zone

- To provide a wide range of industrial and warehouse land uses.
- To encourage employment opportunities.
- To minimise any adverse effect of industry on other land uses.
- To support and protect industrial land for industrial uses.
- To allow commercial development for:
 - (a) uses ancillary to the main use of land in the zone, and
 - (b) the day-to-day needs of the occupants and employees of the surrounding industrial area.
- To ensure that industrial development creates areas that are pleasant to work in and safe and efficient in terms of transportation, land utilisation and services distribution.

2 Permitted without consent

Environmental protection works; Home occupations.

2 Permitted with consent

Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Hardware and building supplies; Health consulting rooms; Hospitals; Industrial training facilities; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Roads; Tank-based aquaculture; Warehouse or distributions centres; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Amusement centres; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Educational establishments; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Hazardous storage establishments; Health services facilities; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Restricted premises; Roadside stalls; Sex services premises; Shops; Specialised retail premises; Tourist and visitor accommodation; Water recreation structures; Wholesale supplies.

Zone IN2 Light Industrial

1 Objectives of zone

- To provide a wide range of light industrial, warehouse and related land uses.
- To encourage employment opportunities and to support the viability of centres.
- To minimise any adverse effect of industry on other land uses.
- To enable other land uses that provide facilities or services to meet the day to day needs of workers in the area.
- To support and protect industrial land for industrial uses.

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- To ensure that industrial development creates areas that are pleasant to work in and safe and efficient in terms of transportation, land utilisation and services distribution

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Depots; Funeral homes; Garden centres; Hardware and building supplies; Health consulting rooms; Hospitals; Industrial training facilities; Light industries; Neighbourhood shops; Oyster aquaculture; Places of public worship; Roads; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4 Prohibited

Airports; Airstrips; Amusement centres; Biosolids treatment facilities; Boat sheds; Business premises; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Educational establishments; Exhibition homes; Exhibition villages; Farm buildings; Forestry; General industries; Hazardous storage establishments; Health services facilities; Heavy industries; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Markets; Moorings; Offensive storage establishments; Office premises; Pond-based aquaculture Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Restricted premises; Roadside stalls; Sawmill or log processing works; Sewage treatment plants; Sex services premises; Shops; Specialised retail premises; Tourist and visitor accommodation; Vehicle body repair workshops; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water supply systems; Wholesale supplies.

Zone SP1 Special Activities

1 Objectives of zone

- To provide for special land uses that are not provided for in other zones.
- To provide for sites with special natural characteristics that are not provided for in other zones.
- To facilitate development that is in keeping with the special characteristics of the site or its existing or intended special use, and that minimises any adverse impacts on surrounding land.

2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Aquaculture; Roads; The purpose shown on the Land Zoning Map (www.legislation.nsw.gov.au/#!/view/EPI/2012/470/maps), including any development that is ordinarily incidental or ancillary to development for that purpose.

4 Prohibited

Any development not specified in item 2 or 3.

Zone SP2 Infrastructure

1 Objectives of zone

- To provide for infrastructure and related uses.
- To prevent development that is not compatible with or that may detract from the provision of infrastructure.

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2 Permitted without consent

Environmental protection works; Home occupations.

3 Permitted with consent

Aquaculture; Roads; The purpose shown on the Land Zoning Map (www.legislation.nsw.gov.au/#!/view/EPI/2012/470/partlanduseta/include16), including any development that is ordinarily incidental or ancillary to development for that purpose.

4 Prohibited

Any development not specified in item 2 or 3.

Zone RE1 Public Recreation

1 Objectives of zone

- To enable land to be used for public open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.
- To protect and enhance the natural environment for environmental purposes.
- To restrict development on land required for future open space purposes.

2 Permitted without consent

Environmental protection works.

3 Permitted with consent

Aquaculture; Boat sheds; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Moorings; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Respite day care centres; Roads; Signage; Water recreation structures; Water storage facilities.

4 Prohibited

Any development not specified in item 2 or 3.

Zone RE2 Private Recreation

1 Objectives of zone

- To enable land to be used for private open space or recreational purposes.
- To provide a range of recreational settings and activities and compatible land uses.
- To protect and enhance the natural environment for recreational purposes.

2 Permitted without consent

Environmental protection works.

3 Permitted with consent

Aquaculture; Boat sheds; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Food and drink premises; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Moorings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Signage; Water recreation structures; Water storage facilities.

Hawkesbury City Council



4 Prohibited

Any development not specified in item 2 or 3.

Zone E1 National Parks and Nature Reserves

1 Objectives of zone

- To enable the management and appropriate use of land that is reserved under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80) or that is acquired under Part 11 of that Act.
- To enable uses authorised under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80).
- To identify land that is to be reserved under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80) and to protect the environmental significance of that land.

2 Permitted without consent

Uses authorised under the *National Parks and Wildlife Act 1974* (www.legislation.nsw.gov.au/#/view/act/1974/80).

3 Permitted with consent

Nil.

4 Prohibited

Any development not specified in item 2 or 3.

Zone E2 Environmental Conservation

1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.
- To protect wetland areas from development that could adversely affect their preservation and conservation.
- To preserve wetland areas as habitats for indigenous and migratory wildlife.

2 Permitted without consent

Nil.

3 Permitted with consent

Environmental facilities; Environmental protection works; Flood mitigation works; Oyster aquaculture Recreation areas; Roads; Water storage facilities.

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Pond-based aquaculture; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Hawkesbury City Council



Zone E3 Environmental Management

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.
- To protect varieties of wildlife and their associated habitats and corridors.
- To retain the visual and scenic qualities of the escarpment ridges and foot slopes.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Home occupations.

3 Permitted with consent

Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Correctional centres; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Health consulting rooms; Helipads; Home-based child care; Home industries; Hospitals; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone E4 Environmental Living

1 Objectives of zone

- To provide for low-impact residential development in areas with special ecological, scientific or aesthetic values.
- To ensure that residential development does not have an adverse effect on those values.
- To restrict development on land that is inappropriate for development because of its physical characteristics or bushfire risk.
- To ensure that land uses are compatible with existing infrastructure, services and facilities and with the environmental capabilities of the land.
- To encourage existing sustainable agricultural activities.
- To ensure that development does not create or contribute to rural land use conflicts.
- To promote the conservation and enhancement of local native vegetation, including the habitat of threatened species, populations and ecological communities by encouraging development to occur in areas already cleared of vegetation.
- To ensure that development occurs in a way that does not have a significant adverse effect on water catchments, including surface and groundwater quality and flows, land surface conditions and important ecosystems such as waterways.

2 Permitted without consent

Bed and breakfast accommodation; Environmental protection works; Extensive agriculture; Home occupations.

Hawkesbury City Council



3 Permitted with consent

Animal boarding or training establishments; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Health consulting rooms; Helipads; Heliports; Home-based child care; Home industries; Hospitals; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Sawmill or log processing works; Stock and sale yards; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Water storage facilities.

4 Prohibited

Industries; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone W1 Natural Waterways

1 Objectives of zone

- To protect the ecological and scenic values of natural waterways.
- To prevent development that would have an adverse effect on the natural values of waterways in this zone.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Nil.

3 Permitted with consent

Aquaculture; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Moorings; Water recreation structures.

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Zone W2 Recreational Waterways

1 Objectives of zone

- To protect the ecological, scenic and recreation values of recreational waterways.
- To allow for water-based recreation and related uses.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Nil.

Hawkesbury City Council



3 Permitted with consent

Aquaculture; Boat sheds; Building identification signs; Business identification signs; Charter and tourism boating facilities; Environmental facilities; Environmental protection works; Flood mitigation works; Jetties; Kiosks; Marinas; Moorings; Mooring pens; Recreation areas; Recreation facilities (outdoor); Water recreation structures.

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Seniors housing; Warehouse or distribution centres; Any other development not specified in item 2 or 3.

Hawkesbury City Council

366 George Street (PO Box 146) Windsor NSW 2756
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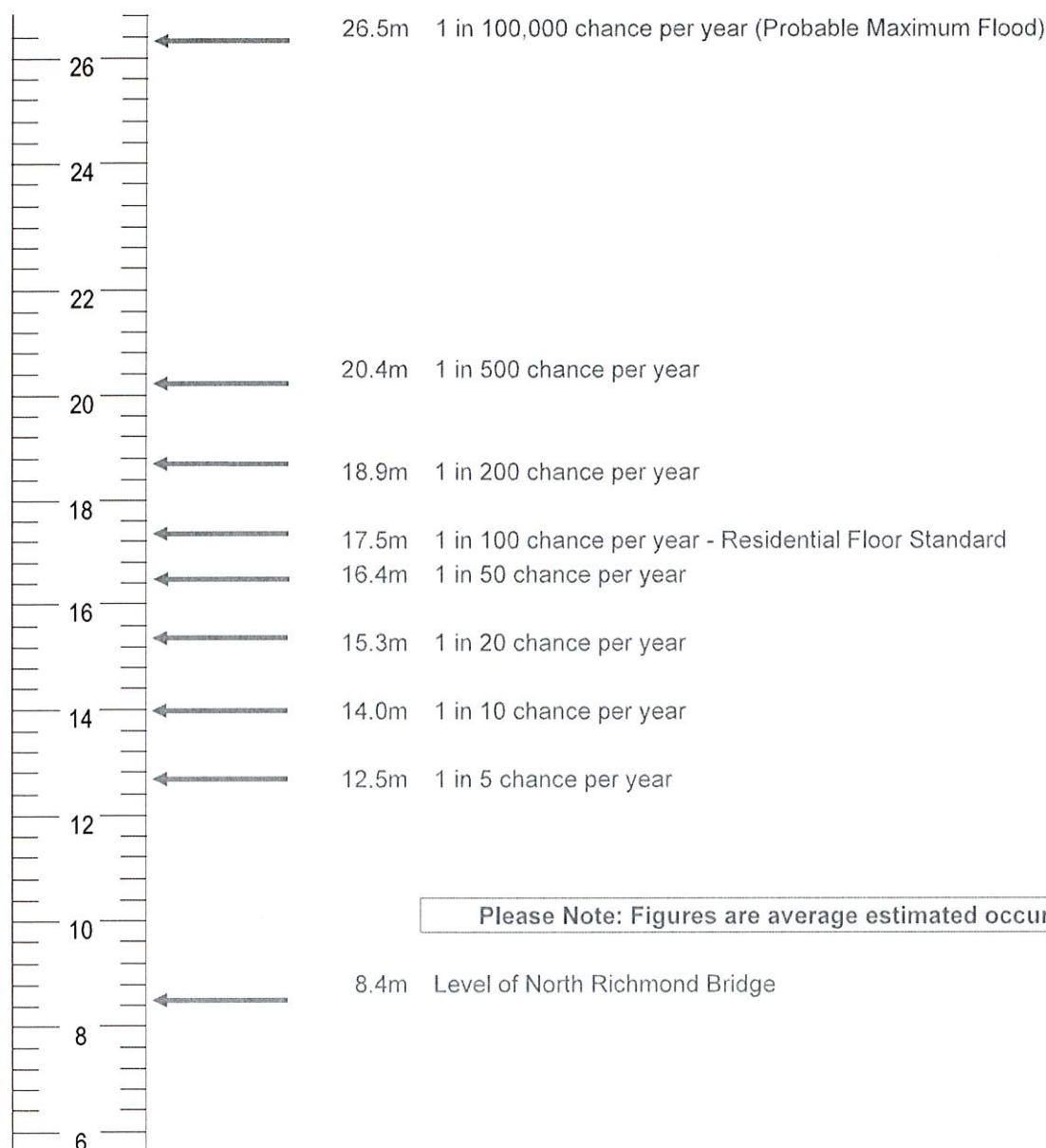


Flood Awareness - City of Hawkesbury

North Richmond

Please note that there is a risk of flooding above Council's residential floor height control. The table below indicates levels to Australian Height Datum (above sea level) for estimated flooding probabilities and historical flood peaks.

Flood chance of occurrence per year and historical floods



Please Note: Figures are average estimated occurrences

Flood heights obtained from *Engineering Studies to Modify Flood Behaviour*, September 1997, prepared by Webb, McKeown & Associates Pty Ltd for the Hawkesbury-Nepean Floodplain Management Strategy Steering Committee. Flood heights reproduced in Table: 2.3 Design Flood Levels of the Hawkesbury Floodplain Risk Management Study and Plan, December 2012, prepared by Bewsher Consulting Pty Ltd for Hawkesbury City Council.

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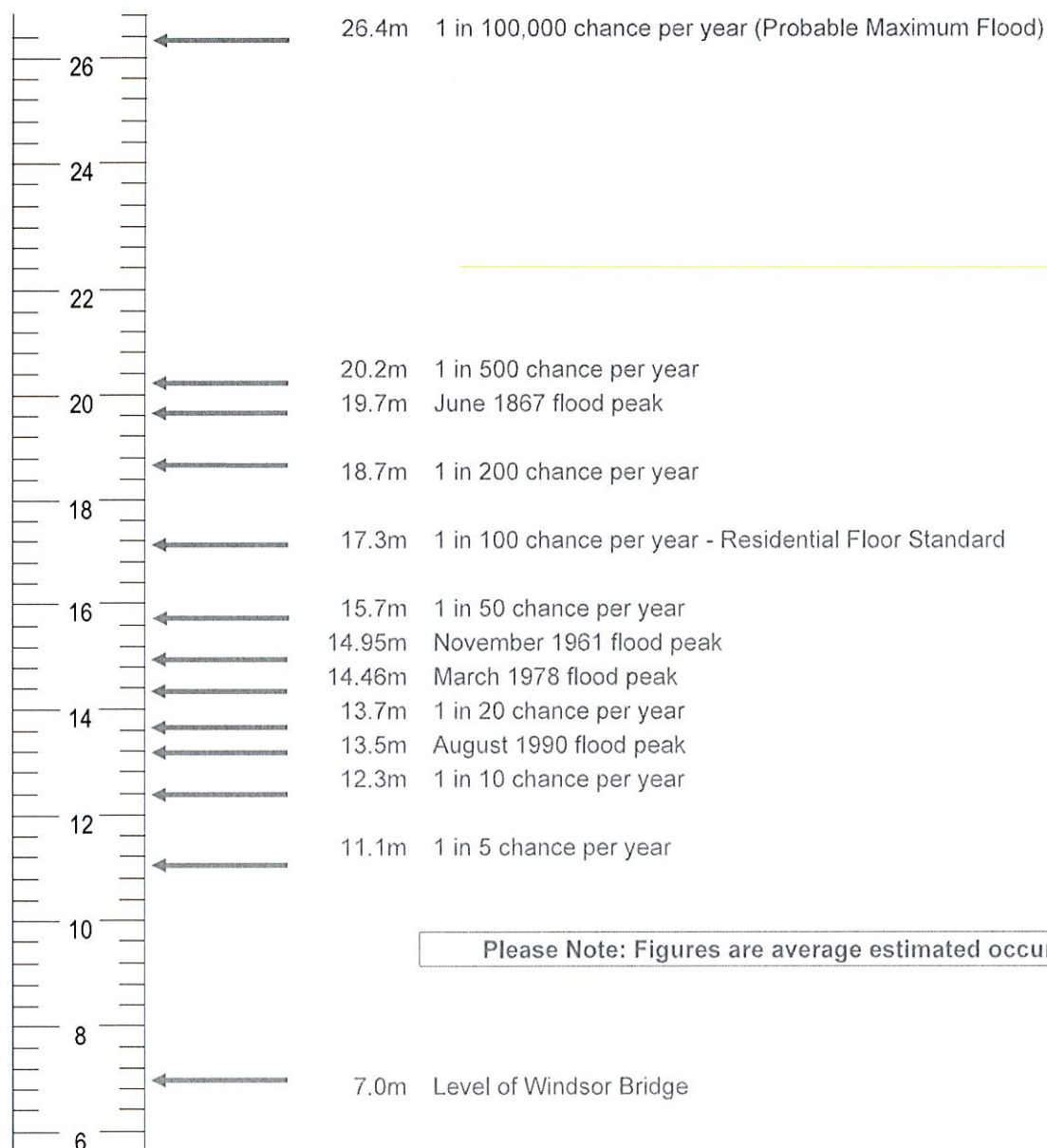


Flood Awareness - City of Hawkesbury

Windsor

Please note that there is a risk of flooding above Council's residential floor height control. The table below indicates levels to Australian Height Datum (above sea level) for estimated flooding probabilities and historical flood peaks.

Flood chance of occurrence per year and historical floods

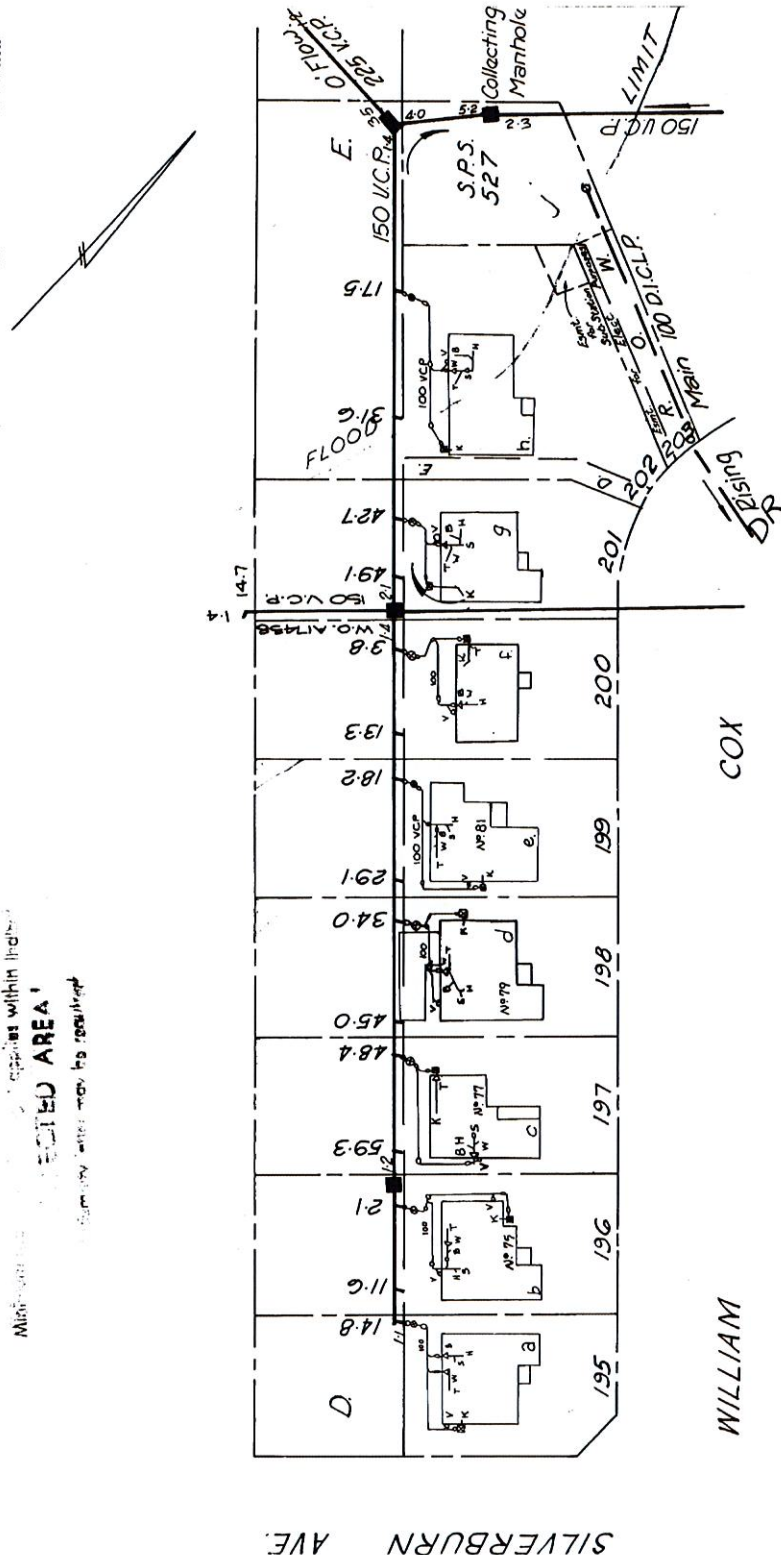


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Sewer Service Diagram

Application Number: 8000404239

Copy of
Diagram
No.



Copy of Diagram No.

06455/5

M. W. S. & D. B. SEWERAGE SERVICE DIAGRAM MUNICIPALITY OF WINDSOR SUBURB OF Richmond Scale: Approx. 1:500 Distances/depths in metres pipe diameters in millimetres for House Services Engineer	
SYMBOLS AND ABBREVIATIONS Waste Stack O WS Induct Pipe IP Mica Flap MF Tubs T Kitchen Sink K Water Closet W Bath Waste B Handbasin H Shower S Junction Jn. Dishwasher DW. Floor Waste F Washing Machine M Bar Sink BS Manhole Chr. Chamber L.H. Lampole Boundary Trap Inspection Shaft Pit Grease Interceptor Gully P Trap Reflex Valve Cleaning Eye Vertical Pipe Vent Pipe Soil Vent Pipe	
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 actual position of the Board's sewer. NOTE: This diagram only indicates availability of a sewer and any sewerage service shown as existing in Board's records (By-law 8, Clause 3). The existence and position of Board's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at Board's Head Office or in the case of South Coast District at Board's Wollongong Office (Section 33 of Board's Act). Position of structures, boundaries, sewers and sewerage service shown hereon are approximate only.	
DRAINAGE Supervised by Inspector Field Diagram Examined by Chief Inspector	PLUMBING Supervised by Inspector Tracing Checked by Sheet No. 06455
DATE OF ISSUE Outfall: R.M. Drainer W.S. 56423 Plumber 7/1/80 W.O. A17438 Gaz. on 23-9-82 BOUNDARY TRAP is not required Correction a: 2/12/80 b: 25/11/80 c: 8/12/80 d: 8/12/80 e: 19/12/80 f: 11/1/80 g: 11/12/80 h: 5/1/81 i: 1/3/81 j: 1/3/81 k: 1/3/81 l: 1/3/81 m: 1/3/81 n: 1/3/81 o: 1/3/81 p: 1/3/81 q: 1/3/81	

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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.



Your Ref: MARLIN ALLAN VICTOR
Our Ref: DD0317/21

2 February 2021

Infotrack Pty Ltd
DX 578
SYDNEY

ecertificates@infotrack.com.au

Dear Sir / Madam

Lot 197 DP 259963 Vol 14092 Fol 234 - 77 William Cox Drive RICHMOND NSW 2753

Further to your recent application for a draining diagram:

- ☐ Internal Drainage Diagram not available, please find enclosed Sewer Reference sheet
- ☐ Please find enclosed the diagram/s as requested
- ☐ Please find enclosed the sewer reference sheet as requested
- ☐ The property is not serviced on a Hawkesbury City Council sewer scheme, therefore a diagram is not available
- ☒ The property is serviced on a sewer scheme controlled by **Sydney Water**.
Your request should be directed to **Sydney Water Authority (Ph: 132 090)**.
- ☐ The property is serviced on a sewer scheme controlled by Flow Systems.
Your request should be directed to **Flow Systems (Telephone 1300 134 403)**.
- ☐ The property is serviced by a **Sewer Management Facility licence**. Please contact Council on (02) 4560 4444 for licence details.

Yours faithfully

Customer Service | Hawkesbury City Council

☎ (02) 4560 4444 | 📠 (02) 4587 7740 | 🌐 www.hawkesbury.nsw.gov.au

