Contract for the sale and purchase of land 2022 edition

TERM	**MEANING OF TERM**	**NSW DAN:**
vendor's agent	**Southlands Estate Agents Penrith** **Shop 9, Southlands Shopping Centre, 2 Birmingham Road, South Penrith, NSW 2750**	**Phone: 4721 1111** **Fax: 4721 1112**
co-agent		
vendor	[redacted]	
vendor's solicitor	[redacted]	[redacted]
date for completion	**91st day after the contract date**	(clause 15)
land (address, plan details and title reference)	**150 Rickards Road, Castlereagh, New South Wales 2749** **Registered Plan: Lot 32 Plan DP 1253417** **Folio Identifier 32/1253417**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: 18m x 10m Farm Shed	
attached copies	☒ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☒ air conditioning	☐ clothes line	☒ fixed floor coverings	☒ range hood
	☒ blinds	☒ curtains	☒ insect screens	☐ solar panels
	☒ built-in wardrobes	☒ dishwasher	☒ light fittings	☒ stove
	☒ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☒ other: Chairs & Tables in Shed, Security Alarm in the House, Septic System, Rain water tanks			
exclusions	**Work Benches in Shed, Hoist in shed, Security Cameras in Shed, Security Alarm in Shed**			
purchaser				
purchaser's solicitor				
price				
deposit	____________			(10% of the price, unless otherwise stated)
balance				
contract date				(if not stated, the date this contract was made)

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

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

buyer's agent

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

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

SIGNING PAGE

VENDOR	**PURCHASER**
Signed by Vendor Vendor	**Signed** by Purchaser Purchaser
VENDOR (COMPANY)	**PURCHASER (COMPANY)**
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: Signature of authorised person Signature of authorised person Name of authorised person Name of authorised person Office held Office held	**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: Signature of authorised person Signature of authorised person Name of authorised person Name of authorised person Office held Office held

Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes (if yes, vendor must provide further details, including any applicable exemption, in the space below):

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

Land tax is adjustable	☒ NO	☐ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

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

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

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

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

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

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

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

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

General

☒ 1 property certificate for the land
☒ 2 plan of the land
☐ 3 unregistered plan of the land
☐ 4 plan of land to be subdivided
☐ 5 document that is to be lodged with a relevant plan
☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
☒ 7 additional information included in that certificate under section 10.7(5)
☒ 8 sewerage infrastructure location diagram (service location diagram)
☐ 9 sewer lines location diagram (sewerage service diagram)
☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
☐ 11 *planning agreement*
☐ 12 section 88G certificate (positive covenant)
☐ 13 survey report
☒ 14 building information certificate or building certificate given under *legislation*
☒ 15 occupation certificate
☐ 16 lease (with every relevant memorandum or variation)
☐ 17 other document relevant to tenancies
☐ 18 licence benefiting the land
☐ 19 old system document
☐ 20 Crown purchase statement of account
☐ 21 building management statement
☐ 22 form of requisitions
☐ 23 *clearance certificate*
☐ 24 land tax certificate

Home Building Act 1989

☒ 25 insurance certificate
☐ 26 brochure or warning
☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

☐ 28 certificate of compliance
☐ 29 evidence of registration
☐ 30 relevant occupation certificate
☐ 31 certificate of non-compliance
☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

☐ 33 property certificate for strata common property
☐ 34 plan creating strata common property
☐ 35 strata by-laws
☐ 36 strata development contract or statement
☐ 37 strata management statement
☐ 38 strata renewal proposal
☐ 39 strata renewal plan
☐ 40 leasehold strata - lease of lot and common property
☐ 41 property certificate for neighbourhood property
☐ 42 plan creating neighbourhood property
☐ 43 neighbourhood development contract
☐ 44 neighbourhood management statement
☐ 45 property certificate for precinct property
☐ 46 plan creating precinct property
☐ 47 precinct development contract
☐ 48 precinct management statement
☐ 49 property certificate for community property
☐ 50 plan creating community property
☐ 51 community development contract
☐ 52 community management statement
☐ 53 document disclosing a change of by-laws
☐ 54 document disclosing a change in a development or management contract or statement
☐ 55 document disclosing a change in boundaries
☐ 56 information certificate under Strata Schemes Management Act 2015
☐ 57 information certificate under Community Land Management Act 2021
☐ 58 disclosure statement - off the plan contract
☐ 59 other document relevant to the off the plan contract

Other

☒ 60 additional provisions
☒ 61 Biobanking Agreement ID Number 381
☒ 62 Letter from Sydney Water Dated 19 October 2023
☒ 63 Approval to Operate an On-Site Sewage Management System Renewal dated 5 December 2022

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

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

Cooling off period (purchaser's rights)

1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.

2 EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
  (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
  (b) in any other case—the fifth business day after the day on which the contract was made.

3 There is NO COOLING OFF PERIOD—
  (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
  (b) if the property is sold by public auction, or
  (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
  (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

   If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.**

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.

3.9 The vendor must give the purchaser any original *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –

4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or

4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,

and in both cases clause 30 applies.

4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –

4.2.1 each *party* must –

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.

4.3 The *parties* must conduct the *electronic transaction* –

4.3.1 in accordance with the *participation rules* and the *ECNL*; and

4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.

4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.

4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.

4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*

4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –

4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;

4.7.2 create and *populate* an *electronic transfer*;

4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and

4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

4.11 Before completion, the *parties* must ensure that –

4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

4.11.2 all certifications required by the *ECNL* are properly given; and

4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* (‘service’ includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
  - the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

- 16.5.1 the price less any –
  - deposit paid;
  - *FRCGW remittance* payable;
  - *GSTRW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

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

18 Possession before completion

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

18.2 The purchaser must not before completion –
  - 18.2.1 let or part with possession of any of the *property*;
  - 18.2.2 make any change or structural alteration or addition to the *property;* or
  - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –
  - 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
  - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

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

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
  - 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
  - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

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

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

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
  - 19.1.1 only by *serving* a notice before completion; and
  - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
  - 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
  - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
  - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
  - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –
  - 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
  - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
  - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
  - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
  - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
  - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
  - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
  - 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

20.16 Each *party* consents to –

- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.

20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.

21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.

21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.

21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.

22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

● Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

23.2 In this contract –

- 23.2.1 'change', in relation to a scheme, means –
  - a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 ‘information certificate’ includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 ‘interest notice’ includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 ‘normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 ‘owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 ‘the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 ‘special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
  - normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.

● Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.

23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –

23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser –

- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –

25.1.1 is under qualified, limited or old system title; or

25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –

25.4.1 shows its date, general nature, names of parties and any registration number; and

25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –

25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);

25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;

25.5.3 *normally*, need not include a Crown grant; and

25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –

25.6.1 in this contract 'transfer' means conveyance;

25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and

25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
  - either *party serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
  30.6.1 if a special completion address is stated in this contract - that address; or
  30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
  30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
  30.10.1 the amount is to be treated as if it were paid; and
  30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
  30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
  30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
  30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
  30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

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

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

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

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

ADDITIONAL PROVISIONS

1. The period of fourteen (14) days is hereby agreed to be a sufficient period for the giving of any notice pursuant to this contract including a Notice to Complete. No objection, requisition or claim for compensation shall be made by either party or their solicitor about the reasonableness of such period.

2. If the Vendor issues a Notice to Complete, then the Purchaser will pay to the Vendor the sum of four hundred and forty dollars ($440.00) as a genuine estimate of the legal and other costs incurred by the Vendor as a result of the issuing of the Notice to Complete.

3. The parties agree that if the Purchaser fails to complete this contract on or before the Completion date stipulated in this contract, then the Purchaser is obliged to pay to the Vendor on completion, and in addition to the balance of the price, liquidated damages on the balance of the purchase price calculated at the rate of ten per cent (10%) per annum, which is to be computed on a daily basis from the day stipulated as the completion date in this contract, up to and including the date on which completion takes place (both days inclusive). The parties agree that the payment of the liquidated damages is not a penalty on the Purchaser but is a genuine estimate of the Vendor's loss for the Purchaser's delay, and that payment of the liquidated damages on or before completion of this contract is an essential term of the Contract. The Purchaser will not be obliged to pay liquidated damages to the Vendor if the failure of the Purchaser to complete on or before the Completion date was caused solely by some act or omission on the part of the Vendor by which the Vendor breached his or her obligations under this Contract.

4. The Purchaser warrants that the purchaser was not introduced to the property or the Vendor by any agent other than the agent (if any) listed on the front page of this contract. The Purchaser indemnifies the Vendor against any liability arising from a breach of this warranty. The provisions of this clause shall not merge on completion.

5. The Purchaser acknowledges having inspected the property and the building(s) erected upon the property together with any chattels and/or fixtures included in this contract. The Purchaser shall accept the same in their present state of repair and condition (subject to fair wear and tear) and subject to all and any defects whether latent or patent as regards their design, construction, state of repair or otherwise and no objection or requisition or claim for compensation shall be made by the Purchaser in respect of any of these matters.

6. Notwithstanding anything else herein contained, if the Vendor (and if more than one, any one of them) is purchasing another property, then the Purchaser authorises the release to the Vendor on demand the deposit, or as much of the deposit that is required for the use of the Vendor as a deposit on the purchase of another property or for stamp duty payment on the purchase of another property. The Vendor warrants that upon the release of the deposit in accordance with this additional provision, such deposit will only be paid into the trust account of a licensed conveyancer, real estate agent or solicitor or to the Office of State Revenue. If such deposit is released into the trust account of a licensed conveyancer, real estate agent or solicitor such deposit will not be further released without the written consent of the Purchaser or his solicitor.

7. Notwithstanding any other provisions in this contract, either party may rescind this contract, if a party (and if a party consists of more than one person, any one of those persons):

    a. Dies; or

    b. Becomes mentally ill to the point where that party's affairs are administered or are liable to be administered by the Office of the NSW Trustee & Guardian.

8. Notwithstanding anything else herein contained, the Purchaser acknowledges that any land tax adjustment will be calculated solely on the amount of land tax actually assessed by the Office of State Revenue on the property for the year in which completion occurs. The actual assessment for land tax on the property will be provided to the purchaser prior to completion.

9. The Purchaser warrants:

    a. That the Purchaser is not a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975; or

    b. That the Purchaser is a foreign person within the meaning of the Foreign Acquisition and Takeovers Act 1975 and that the treasurer of the Commonwealth of Australia has advised the Purchaser in writing that the treasurer has no objection to the acquisition of the property by the Purchaser.

10. The parties agree that the property being sold is a residential premises as defined by A New Tax System (Goods and Services Tax) Act 1999 (Cth).

11. Notwithstanding any other provision, the parties agree to accept, for the purpose of electronic exchange of contracts, a single contract with signatures by both the vendor and the purchaser or counterpart contracts with signatures by the vendor on one counterpart and the purchaser on the other counterpart, and contracts are signed via DocuSign, facsimile, photocopy, scan or any other form of signature.

12. The parties agree that they shall not make a requisition, objection, claim or delay completion due to the method of execution of this contract.

13. The parties agree that the vendor may at the vendor's sole discretion remain in the property exclusively for a maximum period of 2 months from the date of completion.

14. If the vendor remains in the property after completion, then the vendor will pay the purchaser the sum of $800.00 per week for each week the vendor remains in the property following completion.

15. Should the vendor wish to vacate the property during the 2 month post completion period, then the vendor will give the purchaser or the purchaser's solicitor 21 days written notice of the vendor's intention to vacate the premises.

16. The parties agree that Additional Provisions 13, 14, 15 and 16 will not merge on completion.

17. The vendor discloses that attached to this contract is a BioBanking Agreement ID number: 381 entered by the vendor pursuant to Part 7A Division 2 of the *Threatened Species Conservation Act 1995* (the current Biobanking Agreement) which applies to all or part of the property that is being sold by the vendor to the purchaser. The parties agree that:

    a. A new Biobanking Agreement, (the new Biobanking Agreement) may be entered into by Gladys Hawash and Elias Hawach, the original owners of the property (the original owners), on similar terms to the current Biobanking Agreement. If a new Biobanking Agreement is entered into by the original owners prior to completion, then a copy will be provided to the purchaser on or before completion.

    b. All biodiversity credits referred to in the current Biobanking Agreement or new Biobanking Agreement, if a new Biobanking Agreement is entered into by the original owners, remain the property of the original owners from the date of completion.

    c. Following completion, the original owners may keep, assign, dispose of or sell any or all the biodiversity credits referred to in the current Biobanking Agreement or if a new Biobanking Agreement is entered into by the original owners, then the biodiversity credits referred to in the new Biobanking Agreement entered into by the original owners.

    d. From the date of completion, the purchaser, as the landowner, must comply with the terms of the current Biobanking Agreement or if a new Biobanking Agreement is entered into by the original owners, then the terms referred to in the new Biobanking Agreement entered into by the original owners.

    e. If a new Biobanking Agreement is entered into by the original owners, then the details of the new Biobanking Agreement may be registered on title prior to or after completion, and the vendor will not delay completion, seek to rescind or terminate this contract, or seek any form of compensation from the vendor for anything disclosed in this additional provision.

    f. The purchaser must disclose in writing the details of the current Biobanking Agreement, or if a new Biobanking Agreement is entered into by the original owner, then the details of the new Biobanking Agreement, together with additional provisions 14b, 14c, 14d, 14e and 14f to any future purchaser(s) or successor(s) in title and ensure that such future purchaser(s) or successor(s) in title are advised in writing to disclose the details in this additional provision to any further purchaser(s) or successor(s) in title.

    g. Notwithstanding any other provision of this contract, additional provisions 17a to 17g will not merge on completion.

18. Notwithstanding any other provisions, the purchaser will allow the original owner on or after completion, to register on the title of the property, at the original owners own cost and expense any documentation required by the New South Wales State Government or the Federal Government of Australia or any of their government departments any documentation required by the government departments in relation to the approvals they have provided for the Biobanking Approvals. This additional provision will not merge on completion.

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH
-----------------------------------------------------


FOLIO: 32/1253417
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           SEARCH DATE       TIME              EDITION NO    DATE
           -----------       ----              ----------    ----
           19/10/2023       4:16 PM                2       3/2/2022


LAND
----
LOT 32 IN DEPOSITED PLAN 1253417
   AT CASTLEREAGH
   LOCAL GOVERNMENT AREA PENRITH
   PARISH OF CASTLEREAGH   COUNTY OF CUMBERLAND
   TITLE DIAGRAM DP1253417

FIRST SCHEDULE
--------------
ALEXIS STAVROU
    IN 1/3 SHARE
HONRIATT MOUJALLI
    IN 1/3 SHARE
SIMON MOUJALLI
    IN 1/3 SHARE
    AS TENANTS IN COMMON                                    (T AR861912)

SECOND SCHEDULE (8 NOTIFICATIONS)
---------------
1   LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
    CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
2   AN851269  BIOBANKING AGREEMENT.CONSENT FOR SUBDIVISION IS
              REQUIRED FROM DEPARTMENT OF ENVIRONMENT AND CLIMATE
              CHANGE
3   DP1253417 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
              NUMBERED (1) IN THE S.88B INSTRUMENT
4   DP1253417 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
              NUMBERED (2) IN THE S.88B INSTRUMENT
5   DP1253417 POSITIVE COVENANT REFERRED TO AND NUMBERED (3) IN THE
              S.88B INSTRUMENT
6   DP1253417 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE
              S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED
              IN THE TITLE DIAGRAM
7   DP1253417 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND
              NUMBERED (5) IN THE S.88B INSTRUMENT
8   AR861913  MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS
---------

UNREGISTERED DEALINGS: NIL

        ***  END OF SEARCH  ***


2023109                                 PRINTED ON 19/10/2023
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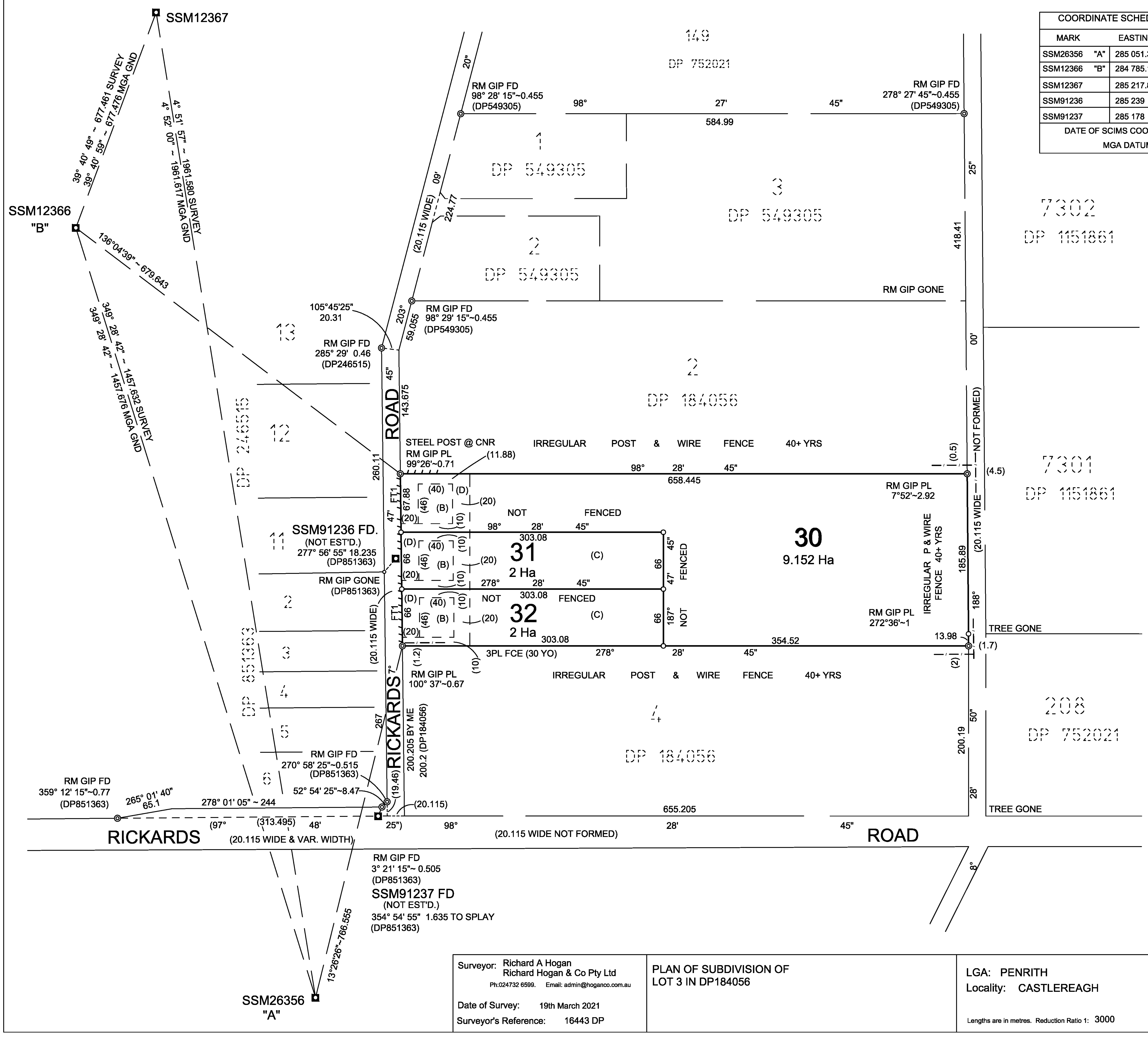
PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LXML

Sheet 1 of 1 sheets



COORDINATE SCHEDULE

MARK	EASTING	NORTHING	CLASS	PU	METHOD	STATE
SSM26356 "A"	285 051.376	6273 716.989	B	N/A	SCIMS	FOUND
SSM12366 "B"	284 785.154	6275 150.387	B	0.02	SCIMS	FOUND
SSM12367	285 217.819	6275 671.849	B	N/A	SCIMS	FOUND
SSM91236	285 239	6274 548	U	N/A	SCIMS	FOUND
SSM91237	285 178	6274 279	U	N/A	SCIMS	FOUND

DATE OF SCIMS COORDINATES: 19 / 03 / 2021 C.S.F.= 1.000161
MGA DATUM: GDA 2020 MGA ZONE: 56

MGA 2020
(SCIMS)

(B) - BUILDING ENVELOPE (SITE ONLY)
(C) - POSITIVE COVENANT
(D) - ASSET PROTECTION ZONE (SITE ONLY)

FT1 - DENOTES STEEL POST & WIRE MESH FENCE
ABT 10 YRS

Surveyor: Richard A Hogan
Richard Hogan & Co Pty Ltd
Ph:024732 6599. Email: admin@hoganco.com.au
Date of Survey: 19th March 2021
Surveyor's Reference: 16443 DP

PLAN OF SUBDIVISION OF
LOT 3 IN DP184056

LGA: PENRITH
Locality: CASTLEREAGH

Lengths are in metres. Reduction Ratio 1: 3000

Registered:
22/12/2021

DP1253417

PLAN FORM 6 (2017) | **DEPOSITED PLAN ADMINISTRATION SHEET** | Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 22/12/2021

Title System: TORRENS

Office Use Only

DP1253417

PLAN OF SUBDIVISION
LOT 3 IN DP184056

LGA: **PENRITH**

Locality: **CASTLEREAGH**

Parish: **CASTLEREAGH**

County: **CUMBERLAND**

Survey Certificate

I, **Richard A Hogan** PH 024732 6599

of **RICHARD HOGAN & CO** admin@hoganco.com.au

a surveyor registered under the *Surveying and Spatial Information Act 2002*, certify that:

*(a) The land shown in the plan was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, is accurate and the survey was completed on **19th March 2021**, or

~~*(b) The part of the land shown in the plan (*being/*excluding ** ....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on,................... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in this plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: "A" ~ "B" (SS26356 ~ SS12366)

Type: ~~*Urban~~/*Rural

The terrain is *Level-Undulating ~~/ *Steep-Mountainous.~~

Signature: R. Hog Dated: 26 - 03 - 2021

Surveyor Identification No: 100
Surveyor registered under
the *Surveying and Spatial Information Act 2002*

*Strike out inappropriate words.

**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Crown Lands NSW/Western Lands Office Approval

~~I, ... (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.~~

~~Signature:~~ ....

~~Date:~~ ....

~~File Number:~~ ....

~~Office:~~ ....

Subdivision Certificate

I, Peter Wood
*Authorised Person/~~*General Manager/*Accredited Certifier~~, certify that the provisions of s.109J of the *Environmental Planning and Assessment Act 1979* have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.

Signature: Electronic signature affixed by me, or at my direction,on 28/10/2021

~~Accreditation number:~~ ....

Consent Authority: Penrith City Council

Date of endorsement: 28/10/2021

Subdivision Certificate number: SC21/0026

File number: DA17/0079

*Strike through if inapplicable.

Plans used in the preparation of survey/~~compilation.~~

DP184056
DP246515
DP549305
DP851363
DP1217215

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

Surveyor's Reference: **16443 DP**

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Document Set ID: 9670847
Version: 1, Version Date: 23/07/2021

PLAN FORM 6A (2017) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Registered: 22/12/2021 Office Use Only

Office Use Only

DP1253417

PLAN OF SUBDIVISION
LOT 3 IN DP184056

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

- A schedule of lots and addresses - See 60(c) *SSI Regulation 2012*
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*
- Signatures and seals- see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: SC21/0026

Date of Endorsement: 28/10/2021

SCHEDULE OF STREET ADDRESSES

Lot No.	Street No.	Street Name	Street Type	Locality
30	132	RICKARDS	ROAD	CASTLEREAGH
31	140	RICKARDS	ROAD	CASTLEREAGH
32	150	RICKARDS	ROAD	CASTLEREAGH

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

1. RESTRICTION ON THE USE OF LAND
2. RESTRICTION ON THE USE OF LAND
3. POSITIVE COVENANT
4. POSITIVE COVENANT (C)
5. RESTRICTION ON THE USE OF LAND

ELIAS HAWACH

Gladis HAWACH
GLADIS HAWACH

If space is insufficient use additional annexure sheet

Surveyor's Reference: 16443 DP

Instrument setting out terms of Easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919

Sheet 1 of 6 Sheets

DP1253417

Plan of Subdivision of Lot 3 in DP184056

Covered by Council Certificate
No.: SC21/0026 Dated: 28/10/2021

Full name & address of the owners of the land

ELIAS HAWACH
GLADIS HAWACH
51 Prospect St
Rosehill NSW 2142

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Restriction on the Use of Land	30, 31, 32	Penrith City Council
2	Restriction on the Use of Land	30, 31, 32	Penrith City Council
3	Positive Covenant	31, 32	Penrith City Council
4	Positive Covenant (C)	Part 31 Part 32	Penrith City Council
5	Restriction on the Use of Land	30, 31, 32	Penrith City Council

Electronic signature affixed by me, or at my direction,on 28/10/2021

Instrument setting out terms of Easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919

DP1253417

Sheet 2 of 6 Sheets

PLAN OF SUBDIVISION OF
LOT 3 IN DP184056
COVERED BY COUNCIL CERTIFICATE
NO. SC21/0026 DATED 28/10/2021

Part 2 (Terms)

Terms of Restriction firstly referred to in the abovementioned plan.

Any future dwellings and associated development is confined to the building envelope area identified (B) and asset protection zone identified (D) on the abovementioned plan

Name of person empowered to release, vary or modify Restriction

Penrith City Council.

Terms of Restriction secondly referred to in the abovementioned plan.

(a) No development is permitted on the subject lots without demonstration that the relevant noise criteria detailed in the Acoustic Report (prepared by Envirotech, 09/06/2017, REF 463617) has been met. The recommendations provided in the above-mentioned acoustic report shall be implemented and incorporated into the design and construction of any development. A certificate is to be obtained from a qualified acoustic consultant certifying that the development has been constructed to meet the noise criteria in accordance with the approved acoustic report and is to be submitted to the Principal Certifying Authority prior to the issue of any Occupation Certificate.

(b) A maximum effluent management area of 180m^2 (including a 90m^2 reserve area) disposed of by way of pressure dosed absorption beds within the Asset Protection Zone (APZ), is permitted on each lot as shown on the site plan (prepared by Envirotech, 09/06/2017, DWG-16-3820-C).

(c) No development is permitted which exceeds 5 bedrooms or 4 bedrooms with a study.

Name of person empowered to release, vary or modify Restriction

Penrith City Council

Electronic signature affixed by me, or at my direction,on 28/10/2021

Instrument setting out terms of Easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919

DP1253417

Sheet 3 of 6 Sheets

PLAN OF SUBDIVISION OF LOT 3 IN DP184056
COVERED BY COUNCIL CERTIFICATE NO: SC21/0026
DATED: 28/10/2021

Terms of Covenant thirdly referred to in the abovementioned plan.

Any native vegetation that is required to be removed to establish fencing is to be re-used on site as habitat and woody debris. It is to be scattered within the areas of lots 31 and 32 that form the covenant areas.
Any weed matter is to be taken off site and disposed of appropriately.

Name of person empowered to release, vary or modify Covenant

Penrith City Council

Terms of Covenant fourthly referred to in the abovementioned plan.

The following terms apply to the area labelled (C) within lots 31 and 32 on the abovementioned plan

(a) The vegetation within this area is to be retained in a natural state and protected to offset the impacts of the proposed development

(b) This area is to be permanently fenced to restrict unnecessary access. A gate may be included to allow access for management and passive activities. The fence is to be of permanent metal see-through fence of rural character and is to be maintained in perpetuity.

(c) No Native vegetation located within this protected area is to be damaged. No dumping, development, erection of structures, or other activities that may damage the vegetation such as grazing, agriculture, removal of woody debris of bush rock, use of vehicle or establishment of tracks or paths is to occur within this protected area without the prior consent of Penrith City Council.

(d) All existing paths and other disturbed areas are to be allowed to regenerate.

Electronic signature affixed by me, or at my direction,on 28/10/2021

Instrument setting out terms of Easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919

DP1253417

Sheet 4 of 6 Sheets

PLAN OF SUBDIVISION OF LOT 3 IN DP184056
COVERED BY COUNCIL CERTIFICATE NO: SC21/0026
DATED: 28/10/2021

(e) For any development or activity that will adversely impact on the vegetation in this area, a new flora and fauna assessment will be required to be submitted with the Development Application and suitable offset measure proposed.

(f) A vegetation Management Plan has been prepared for this area. The Vegetation Management Plan is to be implemented in its entirety.

(g) Noxious and environmental weeds are to be managed and controlled within this area.

Name of person empowered to release, vary or modify Covenant

Penrith City Council

Terms of Restriction fifthly referred to in the abovementioned plan.

Any future development on lots 30,31 and 32 shall be in accordance with Penrith City Council's Flood Related Development Controls and in accordance with the recommendations of the flood study prepared by Molino Stewart (Reference 7533327, Version 1, Date 16/02/2017)

Name of person empowered to release, vary or modify Restriction

Penrith City Council.

Electronic signature affixed by me, or at my direction,on 28/10/2021

Instrument setting out terms of Easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919

Sheet 5 of 6 Sheets

DP1253417

PLAN OF SUBDIVISION OF LOT 3 IN DP184056
COVERED BY COUNCIL CERTIFICATE NO: SC21/0026
DATED: 28/10/2021

Signed on behalf of Penrith City Council by its Authorised Officer in accordance with S.377 Local Government Act 1993

I certify that I am an eligible witness and that the delegate signed in my presence

Electronic signature affixed by me, or at my direction,on 28/10/2021

Authorised Officer

Electronic signature affixed by me, or at my direction,on 28/10/2021

Witnessed by

Name: Peter Wood

Name: Abby Younan

Position: Development Services Manager

c/- Penrith City Council
Po Box 60
Penrith NSW 2751

Instrument setting out terms of Easements or Profits a Pendre intended to be created or released and of Restrictions or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act, 1919

DP1253417

Sheet 6 of 6 Sheets

PLAN OF SUBDIVISION OF LOT 3 IN DP184056
COVERED BY COUNCIL CERTIFICATE NO: SC21/0026
DATED 28/10/2021

Signed in my presence by **ELIAS HAWACH** who is Personally known to me

E Hawach

Signature of witness...

Name of witness...Edward Hawach

Address of witness...20 Coronet Court North Rocks

Signed in my presence by **GLADIS HAWACH** who is Personally known to me

Gladis HAWACH

Signature of witness...

Name of witness...Edward Hawach

Address of witness...20 Coronet Court North Rocks

REGISTERED: 22/12/2021

Electronic signature affixed by me, or at my direction,on 28/10/2021

Form: 13NP
Release: 3·1

CONSERVAT
AGREEME

New South Wales
Section 69F(1) National Parks and W
Section 36(2) Nature Conservation
Section 127I Threatened Species Conse Act 1995

AN851269C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**
Lot 3 in Deposited Plan 184056

(B) **LODGED BY**

Document Collection Box **6319F**	Name, Address or DX, Telephone, and Customer Account Number if any Office of Environment and Heritage PO Box A290 Sydney 1232 LLPN 129919S Reference: BIOBANKING - Rickards Road Biobank	**CODE** **NP**

(C) **APPLICANT (PRESCRIBED AUTHORITY)**
Office of Environment and Heritage
Department of Planning and Environment

(D) **REGISTERED PROPRIETOR**
ELIAS HAWACH, GLADIS HAWACH

(E) The Minister administering the Threatened Species Conservation Act having entered into a biobanking agreement with the registered proprietor of the land described above in the terms set out in abstract hereto, the applicant applies to have that agreement recorded in the Register and certifies that this application is correct for the purposes of the Real Property Act 1900.

DATE 26 September 2018

(F) I certify that an **authorised officer of the applicant** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Signature of authorised officer:

Name of witness: Denise Wallace
Address of witness: 59 Goulburn street
Sydney NSW 2000

Name of authorised officer: PHIL WOOD
Position of authorised officer: SR PROJECT OFFICER

(G) I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.
[See note* below]

Signature of witness:

Name of witness: Eddy Hawach
Address of witness: 20 Coronet Court Northmead
NSW.

Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor.

Signature of registered proprietor:

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* *s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

Notice of existence of a biobanking agreement

Under the Threatened Species Conservation Act 1995

Rickards Road Biobank

240 Rickards Road, Castlereagh NSW 2570

A biobanking agreement applies to the land described as Lot 3 in Deposited Plan 184056, Parish of Castlereagh, County of Cumberland, being Biobanking Agreement ID number 381.

The biobanking agreement provides for the protection and management of biodiversity values present on the biobank site as set out in the agreement, including a requirement for the landowner to carry out specified management actions (being actions that will improve biodiversity values).

The biobanking agreement commences on: 30th October 2018

The biobanking agreement ends on: IN PERPETUITY

The following persons/corporations/bodies are parties to or parties consenting to biobanking agreement ID number 381 and acknowledge that the biobanking agreement will be registered in accordance with Section 127I of the *Threatened Species Conservation Act 1995*:

Parties to the agreement:

Elias Hawach Joint Tenant	E. Hawach Signature of Elias Hawach
Gladis Hawach Joint Tenant	Gladis HAWACH Signature of Gladis Hawach
Sonya Errington Director, Conservation Programs Branch, Conservation & Regional Delivery, Office of Environment and Heritage Delegate under section 142A of the *Threatened Species Conservation Act 1995*	Signature of the Director, CPB, CRD

Parties consulted in relation to the biobanking agreement (as required by the *Threatened Species Conservation Act* 1995):

(a) the Minister administering the *Environmental Planning and Assessment Act* 1979;
(b) the Minister administering Part 2 of the *Mining Act* 1992;
(c) the Minister administering the *Petroleum (Onshore) Act* 1991;

For further information about the biobanking agreement contact the BioBanking Team at Office of Environment and Heritage on:

ADDRESS: PO Box A290
Sydney South NSW 1232
PHONE: 131 555
FAX: (02) 9995 6795
EMAIL: biobanking@environment.nsw.gov.au
WEBSITE: http://www.environment.nsw.gov.au/biobanking/index.htm

Note: Copies of all biobanking agreements are available on the BioBanking Public Register accessible via the BioBanking website listed above.

PENRITH
CITY COUNCIL

Civic Centre
601 High Street, Penrith

PO Box 60 Penrith NSW 2751
Telephone: **02 4732 7777**
Facsimile: **02 4732 7958**
Email: pencit@penrithcity.nsw.gov.au

PLANNING CERTIFICATE UNDER SECTION 10.7

Environmental Planning and Assessment Act, 1979

Property No: 803798
Your Reference: 2023109-#125114693#
Contact No.

Issue Date: 23 October 2023
Certificate No: 23/04973

Issued to: Infotrack
D X 578
SYDNEY

PRECINCT 2010

DESCRIPTION OF LAND

County: **CUMBERLAND** **Parish:** **CASTLEREAGH**

Location: 150 Rickards Road CASTLEREAGH NSW 2749
Land Description: Lot 32 DP 1253417

- PART 1 PRESCRIBED MATTERS –

In accordance with the provisions of Section 10.7 of the Act the following information is furnished in respect of the abovementioned land:

1 *NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs*

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

The following Local environmental planning instruments apply to the land:

Penrith Local Environmental Plan 2010, published 22nd September 2010, as amended, applies to the land.

The following State environmental planning instruments apply to the land:

State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 2 - *Vegetation in non-rural* areas.
State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments* - (Note: This policy does not apply to land to which State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 5 - *Penrith Lakes Scheme*, applies.)
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
State Environmental Planning Policy (Housing) 2021.
State Environmental Planning Policy (Industry and Employment) 2021, Chapter 3 - *Advertising and signage.*
State Environmental Planning Policy No.65 - Design Quality of Residential Apartment Development.
State Environmental Planning Policy (Planning Systems) 2021, Chapter 2 - *State and regional development.*
State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 2 - *State Significant Precincts.*

State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 4 - *Western Sydney Aerotropolis.*
State Environmental Planning Policy (Primary Production) 2021, Chapter 2 - *Primary production and rural development.*
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 3 - *Hazardous and offensive development.*
State Environmental Planning Policy (Resilience and Hazards) 2021, Chapter 4 - *Remediation of land.*
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 2 - *Mining, petroleum production and extractive industries.*
State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 2 - *Infrastructure*.
State Environmental Planning Policy (Transport and Infrastructure) 2021, Chapter 3 - *Educational establishments and childcare facilities.*
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Biodiversity and Conservation) 2021, *Chapter 13 - Strategic Conservation Planning* applies to the land.

The following Development Control Plans apply to the land:

Penrith Development Control Plan 2014 applies to the land.

1(2) The name of each proposed environmental planning instrument and draft development control plan, which is or has been the subject of community consultation or on public exhibition under the Act, that will apply to the carrying out of development on the land:

(Information is provided in this section only if a proposed environmental planning instrument that is or has been the subject of community consultation or on public exhibition under the Act will apply to the carrying out of development on the land.)

2 *ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS*

For each environmental planning instrument or draft environmental planning instrument referred that includes the land in a zone (however described):

2(a)-(b) the identity of the zone; the purposes for which development in the zone may be carried out without development consent; the purposes for which development in the zone may not be carried out except with development consent; and the purposes for which development in the zone is prohibited. Any zone(s) applying to the land is/are listed below and/or in annexures.

Zone RU4 Primary Production Small Lots
(Penrith Local Environmental Plan 2010)

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 the zone and land uses within adjoining zones.
- To ensure land uses are of a scale and nature that is compatible with the environmental capabilities of the land.
- To preserve and improve natural resources through appropriate land management practices.
- To maintain the rural landscape character of the land.
- To ensure that development does not unreasonably increase the demand for public services or facilities.

2 Permitted without consent

Extensive agriculture; Home occupations

3 Permitted with consent

Agricultural produce industries; Agriculture; Animal boarding or training establishments; Aquaculture; Building identification signs; Business identification signs; Cellar door premises; Cemeteries; Community facilities; Crematoria; Dual occupancies; Dwelling houses; Environmental facilities; Environmental protection works; Farm buildings; Flood mitigation works; Home-based child care; Home businesses; Home industries; Intensive plant agriculture; Information and education facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (outdoor); Roads; Roadside stalls; Rural supplies; Schools; Secondary dwellings; Tourist and visitor accommodation; Veterinary hospitals

4 Prohibited

Dairies (restricted); Feedlots; Hotel or motel accommodation; Serviced apartments; Any other development not specified in item 2 or 3

2(c) whether additional permitted uses apply to the land,

(Information is provided in this section only if environmental planning instruments apply additional permitted use provisions to this land.)

Development of Natural Resources Sensitive Land

All or part of the subject land is identified as “Natural Resources Sensitive Land” on the Penrith Local Environmental Plan 2010 (PLEP 2010) Natural Resources Sensitivity Land Map. Under the terms of Clause 7.3 of PLEP 2010 development consent is required for the following on land shown as “Natural Resources Sensitive Land” on the Natural Resources Sensitivity Land Map:

(a) the subdivision of land,
(b) earthworks (including removal of rock or other natural material or alteration of a natural waterway or drainage line),
(c) the carrying out of a work,
(d) clearing vegetation (including slashing or underscrubbing),
(e) irrigation with treated effluent.

Rural subdivision

Under the terms of Clause 4.2 of Penrith Local Environmental Plan 2010 land in Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots or Zone RU6 Transition may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the Penrith Local Environmental Plan 2010 Lot Size Map in relation to that land. Such a lot cannot be created if an existing dwelling would, as a result of the subdivision, be situated on the lot; and a dwelling cannot be erected on such a lot.

Residential development and subdivision prohibited in certain rural, residential and environment protection zones

Under the terms of Clause 4.2A of Penrith Local Environmental Plan 2010 (PLEP 2010) on land within Zone RU1 Primary Production, Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots, Zone RU5 Village, Zone R5 Large Lot Residential, Zone C3 Environmental Management or Zone C4 Environmental Living development consent must not be granted for the erection of a dwelling house on a lot resulting from the closure of part or all of a road, whether before or after the commencement of this Plan. This requirement does not apply to a lot created by the consolidation of a lot resulting from a road closure with an adjoining lot that did not result from a road closure.

Additional information relating to Penrith Local Environmental Plan 2010

Note 1: Under the terms of Clause 2.4 of Penrith Local Environmental Plan 2010 development may be carried out on unzoned land only with development consent.

Note 2: Under the terms of Clause 2.6 of Penrith Local Environmental Plan 2010 land may be subdivided but only with development consent, except for the exclusions detailed in the clause.

Note 3: Under the terms of Clause 2.7 of Penrith Local Environmental Plan 2010 the demolition of a building or work may be carried out only with development consent.

Note 4: A temporary use may be permitted with development consent subject to the requirements of Clause 2.8 of Penrith Local Environmental Plan 2010.

Note 5: Under the terms of Clause 4.1A of Penrith Local Environmental Plan 2010, despite any other provision of this plan, development consent must not be granted for dual occupancy on an internal lot in Zone R2 Low Density Residential.

Note 6: Under the terms of Clause 5.1 of Penrith Local Environmental Plan 2010 development on land acquired by an authority of the State under the owner-initiated acquisition provisions may, before it is used for the purpose for which it is reserved, be carried out, with development consent, for any purpose.

Note 7: Under the terms of Clause 5.3 of Penrith Local Environmental Plan 2010 development consent may be granted to development of certain land for any purpose that may be carried out in an adjoining zone.

Note 8: Clause 5.10 of Penrith Local Environmental Plan 2010 details when development consent is required/not required in relation to heritage conservation.

Note 9: Under the terms of Clause 5.11 of Penrith Local Environmental Plan 2010 bush fire hazard reduction work authorised by the *Rural Fires Act 1997* may be carried out on any land without development consent.

Note 10: Under the terms of Clause 7.1 of Penrith Local Environmental Plan 2010 (PLEP 2010) development consent is required for earthworks unless the work is exempt development under PLEP

2010 or another applicable environmental planning instrument, or the work is ancillary to other development for which development consent has been given.

Note 11: Sex services premises and restricted premises may only be permitted subject to the requirements of Clause 7.23 of Penrith Local Environmental Plan 2010.

2(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions.

(Information is provided in this section only if any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed.)

2(e) whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

(Information is provided in this section only if the land is identified in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.)

2(f) whether the land is in a conservation area, however described:

(Information is provided in this section only if the land is in a conservation area, however described.)

2(g) whether an item of environmental heritage, however described, is situated on the land:

(Information is provided in this section only if an item of environmental heritage, however described, is situated on the land.)

3 CONTRIBUTIONS PLANS

The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

The Cultural Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith.

The Penrith City Local Open Space Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, excluding industrial areas and the release areas identified in Appendix B of the Plan (Penrith Lakes, Cranebrook, State Environmental Planning Policy (Precincts - Western Parkland City) 2021, Chapter 6 - *St Marys*, Waterside, Thornton, the WELL Precinct, Glenmore Park and Erskine Park).

The Penrith City District Open Space Facilities Development Contributions Plan applies anywhere residential development is permitted within the City of Penrith, with the exclusion of industrial lands and the Penrith Lakes development site.

Penrith Citywide Section 7.12 Development Contributions Plan for non-residential development applies non-residential development across Penrith Local Government Area, with the exception of the Mamre and Aerotropolis Precincts.

4 COMPLYING DEVELOPMENT

HOUSING CODE

(The Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

- The land is affected by environmentally sensitive land identified by an environmental planning instrument. If the land is within the relevant zones complying development under the Housing Code **may not** be carried out on any part of the land identified by an environmental planning instrument as being environmentally sensitive land. Complying development **may** be carried out on any part of the land that is not identified by an environmental planning instrument as being environmentally sensitive land. For the purposes of this section “environmentally sensitive land” means any land that is identified in Schedule 5 of State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*, any land defined as “environmentally sensitive areas” in State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments*; any land zoned Zone C2 Environmental Conservation under State Environmental Planning Policy (Industry and Employment) 2021, Chapter 2 - *Western Sydney employment area*; any Natural Resources Sensitive Land under Penrith Local Environmental Plan 2010; and any land zoned either Zone C1 National Parks and Nature Reserves, Zone C2 Environmental Conservation, Zone W1 Natural Waterways or Zone W2 Recreational Waterways under Penrith Local Environmental Plan 2010.

RURAL HOUSING CODE

(The Rural Housing Code only applies if the land is within Zones RU1, RU2, RU3, RU4, RU6 or R5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

- The land is affected by environmentally sensitive land identified by an environmental planning instrument. If the land is within the relevant zones complying development under the Rural Housing Code **may not** be carried out on any part of the land identified by an environmental planning instrument as being environmentally sensitive land. Complying development **may** be carried out on any part of the land that is not identified by an environmental planning instrument as being environmentally sensitive land. For the purposes of this section “environmentally sensitive land” means any land that is identified in Schedule 5 of State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*, any land defined as “environmentally sensitive areas” in State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments*; any land zoned Zone E2 Environmental Conservation under State Environmental Planning Policy (Industry and Employment) 2021, Chapter 2 - *Western Sydney employment area*; any Natural Resources Sensitive Land under Penrith Local Environmental Plan 2010; and any land zoned either Zone C1 National Parks and Nature Reserves, Zone C2 Environmental Conservation, Zone W1 Natural Waterways or Zone W2 Recreational Waterways under Penrith Local Environmental Plan 2010.

LOW RISE HOUSING DIVERSITY CODE

(The Low Rise Housing Diversity Code only applies if the land is within Zones R1, R2, R3 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument.)

- The land is affected by environmentally sensitive land identified by an environmental planning instrument. If the land is within the relevant zones complying development under the Low Rise Housing Diversity Code **may not** be carried out on any part of the land identified by an environmental planning instrument as being environmentally sensitive land. Complying development **may** be carried out on any part of the land that is not identified by an environmental planning instrument as being environmentally sensitive land. For the purposes of this section “environmentally sensitive land” means any land that is identified in Schedule 5 of State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*, any land defined as “environmentally sensitive areas” in State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments*; any land zoned Zone C2 Environmental Conservation under State Environmental Planning Policy (Industry and Employment) 2021, Chapter 2 - *Western Sydney employment area*; any Natural Resources Sensitive Land under Penrith Local Environmental Plan 2010; and any land zoned either Zone C1 National Parks and Nature Reserves, Zone C2 Environmental Conservation, Zone W1 Natural Waterways or Zone W2 Recreational Waterways under Penrith Local Environmental Plan 2010.

GREENFIELD HOUSING CODE

(The Greenfield Housing Code only applies if the land is within Zones R1, R2, R3, R4 or RU5 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non standard template planning instrument, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map.)

- The land is affected by environmentally sensitive land identified by an environmental planning instrument. If the land is within the relevant zones, and if the land is identified as a Greenfield Housing Code Area by the Greenfield Housing Code Area Map complying development under the Greenfield Housing Code **may not** be carried out on any part of the land identified by an environmental planning instrument as being environmentally sensitive land. Complying development **may** be carried out on any part of the land that is not identified by an environmental planning instrument as being environmentally sensitive land. For the purposes of this section “environmentally sensitive land” means any land that is identified in Schedule 5 of State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*, any land defined as “environmentally sensitive areas” in State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments*; any land zoned Zone E2 Environmental Conservation under State Environmental Planning Policy (Industry and Employment) 2021, Chapter 2 - *Western Sydney employment area*; any Natural Resources Sensitive Land under Penrith Local Environmental Plan 2010; and any land zoned either Zone C1 National Parks and Nature Reserves, Zone C2

Environmental Conservation, Zone W1 Natural Waterways or Zone W2 Recreational Waterways under Penrith Local Environmental Plan 2010.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code may be carried out on the land.

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code may be carried out on the land

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code may be carried out on the land.

INDUSTRIAL AND BUSINESS BUILDINGS ALTERATIONS CODE

(The Industrial and Business Buildings Alterations Code only applies if the land is within E1, E2, E3, E4, E5, MU1, B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3 IN4, SP1, SP2, SP3, SP5 or W4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

- The land is affected by environmentally sensitive land identified by an environmental planning instrument. If the land is within the relevant zones complying development under the Industrial and Business Buildings Alterations Code **may not** be carried out on any part of the land identified by an environmental planning instrument as being environmentally sensitive land. Complying development **may be** carried out on any part of the land that is not identified by an environmental planning instrument as being environmentally sensitive land. For the purposes of this section "environmentally sensitive land" means any land that is identified in Schedule 5 of State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*, any land defined as "environmentally sensitive areas" in State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments*; any land zoned Zone E2 Environmental Conservation under State Environmental Planning Policy (Industry and Employment) 2021, Chapter 2 - *Western Sydney employment area*; any Natural Resources Sensitive Land under Penrith Local Environmental Plan 2010; and any land zoned either Zone C1 National Parks and Nature Reserves, Zone C2 Environmental Conservation, Zone W1 Natural Waterways or Zone W2 Recreational Waterways under Penrith Local Environmental Plan 2010.

CONTAINER RECYCLING FACILITIES CODE

(The Container Recycling Facilities Code only applies if the land is within Zones B1, B2, B3, B4, B5, B6, B7, B8, IN1, IN2, IN3, IN4 or SP3 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

Complying development under the Container Recycling Facilities Code may be carried out on the land.

SUBDIVISIONS CODE

Complying development under the Subdivisions Code may be carried out on the land

DEMOLITION CODE

Complying development under the Demolition Code may be carried out on the land.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

(The Agritourism and Farm Stay Accommodation Code only applies if the land is within Zones RU1, RU2 and RU4 under Penrith Local Environmental Plan 2010 or an equivalent zone in a non-standard template planning instrument.)

- The land is affected by environmentally sensitive land identified by an environmental planning instrument. If the land is within the relevant zones complying development under the Agritourism and Farm Stay Accommodation Code **may not** be carried out on any part of the land identified by an environmental planning instrument as being environmentally sensitive land. Complying development **may** be carried out on any part of the land that is not identified by an environmental planning instrument as being environmentally sensitive land. For the purposes of this section “environmentally sensitive land” means any land that is identified in Schedule 5 of State Environmental Planning Policy (Resources and Energy) 2021, Chapter 3 - *Extractive industries in Sydney area*, any land defined as “environmentally sensitive areas” in State Environmental Planning Policy (Biodiversity and Conservation) 2021, Chapter 6 - *Water Catchments*; any land zoned Zone E2 Environmental Conservation under State Environmental Planning Policy (Industry and Employment) 2021, Chapter 2 - *Western Sydney employment area*; any Natural Resources Sensitive Land under Penrith Local Environmental Plan 2010; and any land zoned either Zone C1 National Parks and Nature Reserves, Zone C2 Environmental Conservation, Zone W1 Natural Waterways or Zone W2 Recreational Waterways under Penrith Local Environmental Plan 2010.

FIRE SAFETY CODE

Complying development under the Fire Safety Code may be carried out on the land.

NOTE:
(1) Council has relied on Planning and Infrastructure Circulars and Fact Sheets in the preparation of this information. Applicants should seek their own legal advice in relation to this matter with particular reference to State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
(2) Penrith Local Environmental Plan 2010 (if it applies to the land) contains additional complying development not specified in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

5 EXEMPT DEVELOPMENT

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code may be carried out on the land.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code may be carried out on the land.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Use and Structures Exempt Development Code may be carried out on the land

6 AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

(Information is provided in this section only if Council is aware that an affected building notice or a building product rectification order in force for the land that has not been fully complied with, or a notice of intention to make a building product rectification order given in relation to the land is outstanding.)

7 LAND RESERVED FOR ACQUISITION

No environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

8 ROAD WIDENING AND ROAD REALIGNMENT

The land is not affected by any road widening or road realignment under:
(a) Division 2 of Part 3 of the Roads Act 1993, or
(b) an environmental planning instrument, or
(c) a resolution of council.

9 FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

(1) If the land or part of the land is within the flood planning area and subject to flood related development controls.

Yes, the land or part of the land is within the flood planning area and subject to flood related development controls.

(2) If the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls.

No, flood related development controls for land between the flood planning area and the probable maximum flood do not apply to the land or part of the land.

Note - The land is subject to Clause 5.21 in Penrith Local Environmental Plan 2010 and Penrith Development Control Plan 2014 Section C3.5 Flood Planning. On application and payment of the prescribed fee Council may be able to provide in writing a range of advice in regard to the extent of flooding affecting the property

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

(a) Council Policies

The land is affected by the Asbestos Policy adopted by Council.
The land is not affected by any other policy adopted by the council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

(b) Other Public Authority Policies

The Bush Fire Co-ordinating Committee has adopted a Bush Fire Risk Management Plan that covers the local government area of Penrith City Council, and includes public, private and Commonwealth lands.
The land is not affected by a policy adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

11 BUSH FIRE PRONE LAND

All of the land is identified as bush fire prone land according to Council records. Guidance as to restrictions that may be placed on the land as a result of the land being bush fire prone can be obtained by contacting Council. Such advice would be subject to further requirements of the NSW Rural Fire Services.

12 LOOSE FILL ASBESTOS INSULATION

(Information is provided in this section only if there is a residential premises listed on the register of residential premises that contain or have contained loose-fill asbestos insulation (as required by Division 1A of Part 8 of the Home Building Act 1989).)

13 MINE SUBSIDENCE

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

14 PAPER SUBDIVISION INFORMATION

(Information is provided in this section only if a development plan adopted by a relevant authority applies to the land or is proposed to be subject to a consent ballot, or a subdivision order applies to the land.)

15 PROPERTY VEGETATION PLANS

(Information is provided in this section only where a property vegetation plan approved and in force under the Native Vegetation Act 2003, Part 3, but only where Council has been notified of the existence of a plan, by the person or body that approved the plan under that Act.)

16 BIODIVERSITY STEWARDSHIP SITES

(Information is provided in this section only if Council has been notified by the Chief Executive of the Office of Environment and Heritage that the land is land to which a biobanking stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* relates.)

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

17 BIODIVERSITY CERTIFIED LAND

(Information is provided in this section only if the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.)

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

(Information is provided in this section only if Council has been notified that an order has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.)

19 ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

(Information is provided in this section only If the Coastal Management Act 2016 applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.)

20 WESTERN SYDNEY AEROTROPOLIS

Whether the land is subject to planning considerations under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4:

	Planning Control	Affected?
(a)	Subject to an ANEF or ANEC contour of 20 or greater	No
(b)	Shown on the Lighting Intensity and Wind Shear Map	No
(c)	Shown on the Obstacle Limitation Surface Map	No
(d)	In the “public safety area” on the Public Safety Area Map	No
(e)	In the “3km zone” or the “13km zone” of the Wildlife Buffer Zone Map	No

21 DEVELOPMENT CONSENT FOR SENIORS HOUSING

(Information is provided in this section only If State Environmental Planning Policy (Housing) 2021, Chapter 3, Part 5 applies to the land, any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, clause 88(2).)

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

(Information is provided in this section only if:

(1) there is a current site compatibility certificate under the State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, of which the council is aware, in respect of proposed development on the land; and/or

(2) State Environmental Planning Policy (Housing) 2021, Chapter 2, Part 2, Division 1 or 5 applies to the land and a statement setting out terms of a kind referred to in the Policy, section 21(1) or 40(1) have been imposed as a condition of consent in relation to the land.

(3) Any conditions of a development consent in relation to land that are of a kind referred to in State Environmental Planning Policy (Affordable Rental Housing) 2009, clause 17(1) or 38(1).)

NOTE: The following matters are prescribed by section 59(2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate.

(a) (Information is provided in this section only if, as at the date of this certificate, the land (or part of the land) is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997.)

(b) (Information is provided in this section only if, as at the date of this certificate, the land is subject to a management order within the meaning of the Contaminated Land Management Act 1997.)

(c) (Information is provided in this section only if, as at the date of this certificate, the land is the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997.)

(d) (Information is provided in this section only if, at the date of this certificate, the land subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997.)

(e) (Information is provided in this section only if the land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 - a copy of which has been provided to Council.)

Note: Section 10.7(5) information for this property may contain additional information regarding contamination issues.

This is a certificate under section 10.7 of the Environmental Planning and Assessment Act, 1979 and is only provided in accordance with that section of the Act.

Information is provided only to the extent that Council has been notified by the relevant government departments.

10.7(5) Certificate
This Certificate is directed to the following relevant matters affecting the land

When information pursuant to section 10.7(5) is requested the Council is under no obligation to furnish any of the information supplied herein pursuant to that section. Council draws your attention to section 10.7(6) which states that a council shall not incur any liability in respect of any advice provided in good faith pursuant to sub-section (5). The absence of any reference to any matter affecting the land shall not imply that the land is not affected by any matter not referred to in this certificate.

Note:

- Council's 10.7(5) information does not include development consent or easement information. Details of development consents may be obtained by making enquiries with Council's Development Services Department pursuant to section 12 of the Local Government Act 1993 or (for development applications lodged after January 2007) by viewing the Online Services area at www.penrithcity.nsw.gov.au . Details of any easements may be obtained from a Title Search at Land and Property Information New South Wales.
- This certificate does not contain information relating to Complying Development Certificates.
- This certificate may not provide full details of development rights over the land.

* Biodiversity Conservation Act 2016

When considering any development application Council must have regard to the Biodiversity Conservation Act 2016. Please note that this legislation may have application to any land throughout the city. Interested persons should make their own enquiries in regard to the impact that this legislation could have on this land.

* Agricultural Activities Within Rural Areas

This property is located in a rural area and there may be certain agricultural activities occurring that some people may find offensive (for example noise, dust and odours). This should be considered if you purchase the subject property or build a dwelling thereon.
If you do purchase the subject property or build a dwelling, the potential impact that your activities (for example pets, inadequate fencing, drainage, litter and poor weed control) might have on the agricultural activities in the area should also be considered.

* Restrictions as to User

This property is subject to restriction(s) as to user. See current or previous Section 88B Instrument(s) for details.

* Covenant(s)

This land is affected by a covenant or covenants.

* Natural Resources Sensitive Land Controls

The land is identified on the Penrith Local Environmental Plan 2010 Natural Resources Sensitivity Land Map. See Clause 7.3 of Penrith Local Environmental Plan 2010 and various sections of Penrith Development Control Plan 2014 for specific controls relating to development on natural resources sensitive land.

* Preservation of Trees and Vegetation
See Chapter C2 of Penrith Development Control Plan 2014 for specific controls relating to the preservation of trees and vegetation.

* Dual Occupancy and Secondary Dwellings Controls
See Clause 7.10 of Penrith Local Environmental Plan 2010 for specific controls relating to dual occupancy and secondary dwellings in Zones RU1, RU2, RU4, C3 and C4.

* Development Control Plan General Information
Penrith Development Control Plan 2014 which applies to the land, sets out requirements for a range of issues that apply across the Penrith Local Government Area, including:

- Site Planning and Design Principles
- Vegetation Management
- Water Management
- Land Management
- Waste Management
- Landscape Design
- Culture and Heritage
- Public Domain
- Advertising and Signage
- Transport, Access and Parking
- Subdivision
- Noise and Vibration
- Infrastructure and Services, and
- Urban Heat Management.

The Development Control Plan also specifies requirements relating to various types of land uses including:

- Rural Land Uses
- Residential Development
- Commercial and Retail Development, and
- Industrial Development

as well as for a number of specific activities, including child care centres; health consulting rooms; educational establishments; parent friendly amenities; places of public worship; vehicle repair stations; cemeteries, crematoria and funeral homes; extractive industries; and telecommunication facilities.

The Development Control Plan also details requirements relating to key precincts within the Penrith Local Government Area, including:

- Caddens
- Claremont Meadows Stage 2
- Cranebrook
- Emu Heights
- Emu Plains
- Erskine Business Park
- Glenmore Park
- Kingswood

- Mulgoa Valley
- Orchard Hills
- Penrith
- Penrith Health and Education Precinct
- Riverlink Precinct
- St Clair,
- St Marys / St Marys North, and
- Sydney Science Park.

Penrith Development Control Plan 2014 may be accessed at https://www.penrithcity.nsw.gov.au/Building-and-Development/Planning-and-Zoning/Planning-Controls/Development-Control-Plans/

* Serviced Apartment Controls
See Part 7.26 of Penrith Local Environmental Plan 2010 for specific controls relating to Serviced Apartments (which includes the subject property).

Notes:
The Environmental Planning and Assessment Amendment Act 2017 commenced operation on the 1 March 2018. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Savings, Transitional and Other Provisions) Regulation 2017, and Environmental Planning and Assessment Regulation 2000.

Andrew Moore
General Manager

per Abdul.

Sydney
WATER

19 October 2023

Infotrack Pty Limited

Reference number: **8002888257**

Property address: **150 Rickards Rd Castlereagh NSW 2749**

Sewer service diagram is not available

Unfortunately, we don't have a Sewer service diagram available for this property.

This may indicate that a diagram was never drawn, an inspection did not occur or that the relevant fees and charges were not paid to submit the diagram to NSW Fair Trading.

The fee you paid has been used to cover the cost of searching our records.

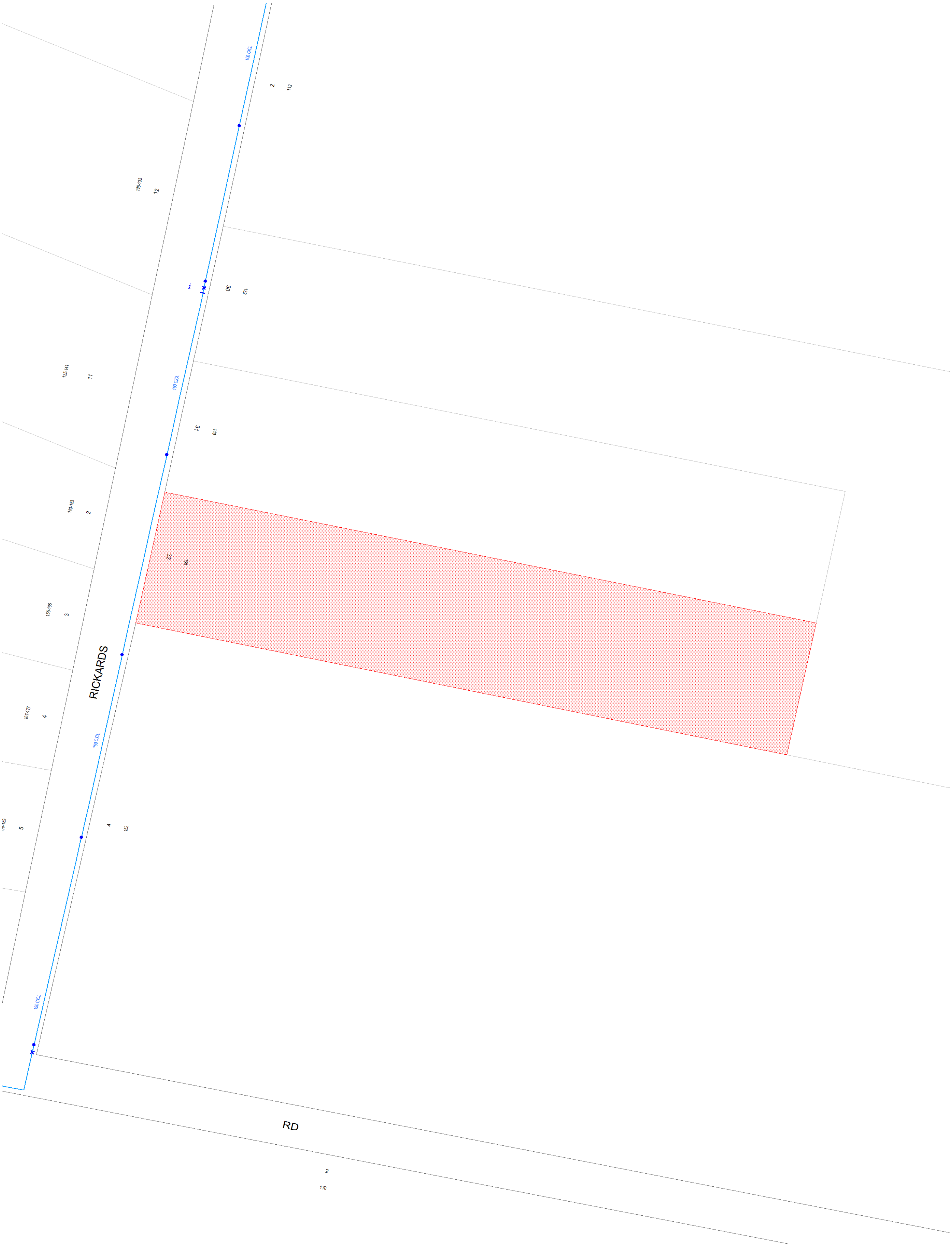
Yours sincerely

JGray

Jodie Gray
Manager Customer Accounts

Service Location Print

Application Number: 8002888267



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Asset Information

Legend

Sewer

Sewer Main (with flow arrow & size type text)	225 PVC
Disused Main	
Rising Main	
Maintenance Hole (with upstream depth to invert)	1.7
Sub-surface chamber	
Maintenance Hole with Overflow chamber	
Ventshalft EDUCT	VSE
Ventshaft INDUCT	VSI
Property Connection Point (with chainage to downstream MH)	10.6
Concrete Encased Section	Concrete Encased
Terminal Maintenance Shaft	TMS
Maintenance Shaft	MS
Rodding Point	RP
Lamphole	
Vertical	VERT
Pumping Station	SP0882
Sewer Rehabilitation	

Pressure Sewer

Pressure Sewer Main	
Pump Unit (Alarm, Electrical Cable, Pump Unit)	A
Property Valve Boundary Assembly	
Stop Valve	
Reducer / Taper	
Flushing Point	FP

Vacuum Sewer

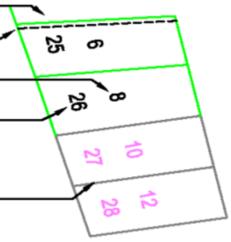
- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details

- Boundary Line
- Easement Line
- House Number
- Lot Number
- Proposed Land



Sydney Water Heritage Site
(please call **132 092** and ask
for the **Heritage Unit**)

Water

WaterMain - Potable (with size type text)	200 PVC
Disconnected Main - Potable	
Proposed Main - Potable	
Water Main - Recycled	
Special Supply Conditions - Potable	
Special Supply Conditions - Recycled	
Restrained Joints - Potable	
Restrained Joints - Recycled	
Hydrant	
Maintenance Hole	
Stop Valve	
Stop Vale with By-pass	
Stop Valve with Tapers	
Closed Stop Valve	
Air Valve	
Valve	
Scour	
Reducer / Taper	
Vertical Bends	
Reservoir	
Recycled Water is shown as per Potable above. Colour as indicated	

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

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

Pipe Types

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

Further Information

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

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

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

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

BioBanking agreement
ID number: 381

Under the

Threatened Species Conservation Act 1995

for

Elias Hawach and Gladis Hawach

for

Rickards Road Biobank

Lot 3 in Deposited Plan number 184056

Version 1.5 November 2017

BioBanking agreement under Part 7A Division 2 of the *Threatened Species Conservation Act 1995*

This agreement made on the day of **between** the Minister for the Environment of the State of New South Wales, being the Minister currently administering the *Threatened Species Conservation Act 1995* (**'the Minister'**, which expression shall where the context admits, be deemed to include his or her successors in office) on the one part and Elias Hawach and Gladis Hawach (**'the landowner'**) of 240 Rickards Road, Castlereagh NSW 2570 on the other part.

Background

A The landowner is the owner of that parcel of land being:

Lot 3, Deposited Plan 184056, Parish of Castlereagh, County of Cumberland; and

known as Rickards Road Biobank ('**the land**').

B The biobank site that is the subject of this agreement forms part of the land and is shown on the Figure 1 Biobank site boundary; Rickards Road biobank dated 28/04/2017. The biobank site covered by this agreement consists of approximately 8.42 hectares.

C The landowner has requested the Minister to enter into a biobanking agreement under clause 14 of the BioBanking Regulation for the purpose of designating the biobank site on the land.

D The Minister and landowner recognise that the landowner will receive biodiversity credits determined in accordance with the BioBanking Assessment Methodology (and set out in Annexure B) relating to the impact or likely impact of the management actions required to be carried out under Clause 3 and Annexure C of this agreement regarding the biodiversity values listed in Annexure B.

E The landowner and the Minister recognise that the biobank site contains the following known Aboriginal objects and/or Aboriginal places as defined by the *National Parks and Wildlife Act 1974*:

None applicable

Note: This biobanking agreement only recognises the existence of known Aboriginal objects and/or Aboriginal places. It does not provide for the protection of Aboriginal objects or Aboriginal places. The protection of Aboriginal objects and Aboriginal places is dealt with by the *National Parks and Wildlife Act 1974*. This agreement does not authorise any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site land (see clause 2.2).

F The landowner and the Minister recognise that this biobanking agreement is being entered into for the purposes of the BioBanking Scheme established under Part 7A of the Act.

G The landowner agrees to undertake the management actions and implement the management plans to improve the biodiversity values of the biobank site as set out in Annexure C.

H The landowner agrees to undertake monitoring, reporting and record keeping as set out in Annexure D.

I Accordingly, the parties hereby enter into the following biobanking agreement under section 127D of the Act.

J The Minister has delegated the power to enter into this biobanking agreement to the Chief Executive of the Office of Environment and Heritage.

Now this agreement witnesses:

1. Interpretation

1.1 In this agreement, unless the contrary intention appears:

the **'Act'** means the *Threatened Species Conservation Act 1995* and any regulations from time to time in force thereunder

'adaptive management' means a process for improving management where the outcomes of monitoring indicate that minor alterations to the management actions or management plans are required to improve biodiversity values

'agreement' means this biobanking agreement entered into by the Minister and the landowner under section 127D of the Act for this biobank site

'animal' has the same meaning as in section 4 of the Act

'Annexure A' means Annexure A to this agreement entitled 'Maps of the biobank site'

'Annexure B' means Annexure B to this agreement entitled 'BioBanking Agreement Credit Report'

'Annexure C' means Annexure C to this agreement entitled 'Management actions and management plans'

'Annexure D' means Annexure D to this agreement entitled 'Monitoring, reporting and record keeping requirements'

'Annexure E' means Annexure E to this agreement entitled 'Payment schedules'

'annual report' means the annual report to be prepared by the landowner in accordance with item 2 of Annexure D

'authorised officer' means a person appointed under section 156B of the *National Parks and Wildlife Act* 1974

'biobank site' means that part of the land shown as the "biobank site" on the biobank site boundary map

'biobank site boundary map' means the map entitled Figure 1 Biobank site boundary; Rickards Road biobank dated 28/04/2017 and included in Annexure A

'Biobanking Agreement Credit Report' means the report contained in Annexure B generated by a BioBanking Assessor for the biobank site using the BioBanking Assessment Methodology and the BioBanking Credit Calculator which includes the number and type of biodiversity credits to be created on the biobank site

'biobanking agreements register' means the register of biobank sites kept by the Chief Executive under Part 7A of the Act

'BioBanking Assessment Methodology' means the rules established under section 127B of the Act

‘BioBanking Regulation’ means the Threatened Species Conservation (Biodiversity Banking) Regulation 2008

‘BioBanking Scheme’ means the Biodiversity Banking and Offsets Scheme established under Part 7A of the Act

‘BioBanking Trust Fund’ means the fund established under Part 7A of the Act to hold funds from the sale of biodiversity credits (the Total Fund Deposit)

‘biodiversity credits’ means biodiversity credits created under Part 7A of the Act

‘biodiversity credits register’ means the register of biodiversity credits kept by the Chief Executive under Part 7A of the Act

‘biodiversity values’ has the same meaning as in section 4A of the Act

‘Chief Executive’ means the Chief Executive of the Office of Environment and Heritage

‘commencement date’ means the date this agreement commences under clause 18 of this agreement

‘critical habitat’ has the same meaning as in section 4 of the Act

‘day’ means any day including Saturdays, Sundays and public holidays

‘development’ has the same meaning as in section 127(1) of the Act

‘Chief Executive’ has the same meaning as in section 4 of the Act

‘ecological burn’ means a burn to improve biodiversity values carried out as part of the management of fire for conservation

‘fee unit’ has the same meaning as in the BioBanking Regulation

‘first payment date’ means the date the balance in the relevant biobank site account is equal to or greater than 80% of the Total Fund Deposit for the first time

‘Fund Manager’ means the person appointed by the Minister from time to time under Part 7A of the Act as the Fund Manager to manage the BioBanking Trust Fund

GST has the same meaning as given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) and any other Act or regulation relating to the imposition or administration of the GST

‘land’ means that parcel or parcels of land which contains the biobank site as described in paragraph A of this agreement

‘management action’ means the actions to be carried out by the landowner on the biobank site to improve biodiversity values for which biodiversity credits may be created. Such actions are set out in of Annexure C. A reference to a management action includes a reference to refraining from doing anything, whether or not that thing was being done beforehand

‘management of fire for conservation’ means the controlled application of fire under specified environmental and weather conditions to a predetermined area and at the time, intensity and rate of spread required to attain planned improvement of biodiversity values

‘management of grazing for conservation’ is the implementation of a variable and adaptive stock grazing regime for improving biodiversity values, such as for controlling exotic weeds or vegetation biomass, or enhancing the competitiveness of native perennial species. Typically it involves short periods of intensive grazing between long periods of little or no grazing. Management of grazing for conservation differs with site condition, specific management goals, seasonal conditions and regions

‘management payments’ means the payments to be made to the landowner in accordance with the payment schedules and the requirements in Annexure E

‘management plans’ means the management plans to be implemented by the landowner in carrying out the management actions and included in Section 3 and Section 4 of Annexure C (or such other management plans as approved by the Chief Executive in accordance with the provisions of Annexure C)

‘management zone’ means those areas of the biobank site identified on the map entitled Figure 3 Management zones; Rickards Road biobank dated 28/04/2017 and included in Annexure A

‘maximum operational surplus’ has the same meaning as in clause 33(2) of the BioBanking Regulation

‘Minister’ means the Minister for the time being administering the Act and where not repugnant to the context includes the servants and agents of the Minister

‘native animal’ has the same meaning as in section 5 of the NPW Act

‘native plant’ has the same meaning as in section 5 of the NPW Act

‘native vegetation’ has the same meaning as in section 6 of the NV Act

‘NPW Act’ means the *National Parks and Wildlife Act 1974* and any regulations from time to time in force thereunder

‘NV Act’ means the *Native Vegetation Act 2003* (NSW)

‘OEH’ means the Office of Environment and Heritage

‘ongoing’ in relation to the timing of carrying out a management action means commencing on the commencement date or first payment date (as indicated) and continuing in perpetuity, unless specified otherwise

‘operational deficit’ has the same meaning as in clause 31(2) of the BioBanking Regulation

‘operational deficit threshold’ has the same meaning as in clause 32(2) of the BioBanking Regulation

‘operational surplus’ has the same meaning as in clause 31(3) of the BioBanking Regulation

’**owner’** has the same meaning as in section 127(1) of the Act and includes successors in title referred to in section 127J of the Act ‘**party**’ means a party to this agreement

‘payment schedules’ means the tables entitled ‘payment schedule’ and ‘in perpetuity management costs’ included in Annexure E

‘pesticide’ has the same meaning as in section 5 of the *Pesticides Act 1999* which includes herbicides, insecticides, fungicides, baits and rodenticides

‘plant’ has the same meaning as in section 4 of the Act

‘planting schedule’ means the schedule at item 6.6 of Section 1, Annexure C

‘processing fee’ means the processing fee which is to accompany an application to enter into a biobanking agreement as required by clause 14 of the BioBanking Regulation

‘**record keeping requirements’** means those record keeping requirements set out in item 3 of Annexure D

‘**regrowth’** has the same meaning as in section 9 of the NV Act

‘relevant biobank site account’ means the biobank site account within the BioBanking Trust Fund kept by the Fund Manager in accordance with clause 30(1) of the BioBanking Regulation

‘remnant native vegetation’ has the same meaning as in section 9 of the NV Act

‘sensitive threatened species’ means any threatened species, populations or ecological communities or any critical habitat (or any area or areas of land proposed to be identified as critical habitat), information relating to the location of which must not be made available to the public on a register kept under Part 7A of the Act, as required by clause 48(1)(a) or (b) of the BioBanking Regulation

‘threatened species, populations and ecological communities’ and **‘threatened species, population or ecological community’** have the same meaning as in the Act

‘Total Fund Deposit’ has the same meaning as in clause 26(1) of the BioBanking Regulation

‘waste’ has the same meaning as in the *Protection of the Environment Operations Act 1997*.

1.2 A word or expression that indicates one or more particular genders shall be taken to indicate every other gender. A reference to a word or expression in the singular form includes a reference to the word or expression in the plural form, and vice versa.

1.3 Any reference to an action, or carrying out an action, includes a reference to doing anything or refraining from doing anything.

1.4 Any reference to a person shall be deemed to include a corporate body and vice versa.

1.5 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.

1.6 The schedules and Annexures to this agreement form part of this agreement.

1.7 Any notes included in the agreement do not form part of the agreement.

2. Status of this agreement

The parties agree that this agreement is a biobanking agreement within the meaning of section 127D of the Act.

3. Use of the biobank site

The landowner covenants with the Minister as follows:

General responsibilities

3.1 Except as otherwise permitted by this agreement, the landowner must not carry out any act or omit to carry out any act, or cause or permit any act to be carried out or any act not to be carried out which act or omission may harm biodiversity values on the biobank site, including but not limited to any native animals, native plants, threatened species, populations and ecological communities, and their habitats.

Note: The clearing of native vegetation that is otherwise permissible in accordance with the NV Act (whether it is permissible under a Property Vegetation Plan, routine agricultural management activity (as defined under the NV Act), or is otherwise permitted under Part 3 of that Act) can only be carried out on the biobank site to which this agreement applies if it is also permissible under this agreement. Item 5.1 of the management actions contained in Section 1 of Annexure C of this agreement sets out the limited circumstances in which native vegetation can be cleared on the biobank site. Annexure C of this agreement also contains limited exceptions in relation to when a landowner is not required to comply with the management actions contained in Annexure C.

Cultural heritage

3.2 To avoid any doubt, nothing in this agreement is to be construed as authorising (including, but not limited to, by way of a consent, permit, approval or authorisation of any kind for the purposes of Part 6 of the NPW Act) any person to damage or to cause or permit damage to an Aboriginal object or Aboriginal place in, on or under the biobank site.

Obtaining of consents, permits and authorisations

3.3 The landowner is responsible for obtaining all necessary licences, consents, authorisations, permits or approvals in order to lawfully comply with and carry out its obligations under this agreement or to undertake or enable any other identified matter under clause 3.5 and/or clause 3.6.

Development

3.4 The landowner must not carry out, or cause or permit to be carried out, any development (as defined under clause 1 above) on the biobank site, unless the development:

3.4.1 is permitted or required under Annexure C, or

3.4.2 is identified in the table entitled ‘Permissible development on the biobank site’ contained in clause 3.5 or identified in the table entitled ‘Permissible human activities on the biobank site’ contained in clause 3.6.

Permissible development

3.5 The landowner shall be permitted to carry out, or cause or permit to be carried out, the development specified in the following table in the management zone specified in the table.

Permissible development on the biobank site	
Description of development	**Management zone/s**
Any development within the meaning of section 127(1) of the TSC Act reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Implementation of all forms of hazard reduction works as required under the Rural Fires Act.	All zones
Any development permitted or required as part of a management action under Annexure C.	All zones
The following environmental management works (as defined in the State Environmental Planning Policy (Infrastructure) 2007), if in the opinion of OEH the development will not result in a negative impact on the biobank site and will not require a variation of the agreement: • installation of new fencing, gates and signage that are not referred to in Annexure C for the purposes of environmental education, limiting human disturbance, or facilitating the regeneration and protection of native flora and fauna • seating and/or shelters as required along existing walking tracks. Other environmental management works, as defined in the State Environmental Planning Policy (Infrastructure) 2007, are subject to the written consent of the Chief Executive of OEH.	All zones/locations as determined in consultation with OEH
Maintenance of the existing fire/management trails, gates and walking tracks identified in Annexure A for the purposes of fire management, limiting human disturbance and protection of native flora and fauna.	All zones

Permissible human activities

3.6 Notwithstanding clause 3.1, the landowner may carry out or cause or permit to be carried out any human activities specified in the following table, in the management zone specified in the table.

Permissible human activities on the biobank site	
Description of human activities	**Management zone/s**
Any human activity reasonably considered necessary to remove or reduce an imminent risk of serious personal injury or damage to property.	All zones
Passive recreation (i.e. recreation that does not involve the use of a motorised vehicle), but not including mountain bike riding, overnight stays or lighting of fires, and only to the extent that the condition of vegetation on the site is not degraded. Passive recreation can include, but is not limited to, activities such as bird watching, walking, and walking dogs on-leash along existing fire/management trails.	All zones
Environmental research to the extent that the condition of vegetation on the site is not degraded.	All zones
Vehicle use on the existing fire/management trails identified on the in Annexure A: • to undertake biobanking management actions, permissible development (as specified in clause 3.5), environmental research or fire control, • by public utility providers (with the consent of the landowner), to access and maintain infrastructure in accordance with the requirements of legislation that regulates such access and maintenance	All zones

4. Management actions and management plans

4.1 The landowner must carry out or procure the carrying out of the management actions in accordance with the timing, manner and requirements of Annexure C.

4.2 The landowner must:

i. implement or procure the implementation of; and

ii. comply or procure the compliance with

the management plans in accordance with the timing, manner and requirements of Annexure C.

Note: The management actions listed in Annexure C include requirements to take certain action and requirements to refrain from taking certain action.

4.3 Unless otherwise indicated by Annexure C, the landowner must ensure that

i. the management actions to be carried out in accordance with clause 4.1; and

ii. the management plans to be implemented and complied with in accordance with clause 4.2

are carried out in perpetuity, commencing from the date indicated in Annexure C.

4.4 The landowner's obligations under this clause are subject to clause 12.4 of this agreement.

5. Total Fund Deposit

For the purpose of clause 26 of the BioBanking Regulation, the Total Fund Deposit for this biobank site is $594,598 excluding GST, determined in accordance with Part 6 of the BioBanking Regulation.

Note: Part 6 of the BioBanking Regulation prescribes the amount that must be deposited in the BioBanking Trust Fund before the first transfer (or retirement without transfer) of each biodiversity credit can be registered. The prescribed amount is the Total Fund Deposit, or proportion thereof if a partial sale of credits is made. The Total Fund Deposit is the present value of the total of all management payments listed under this agreement, as determined by the Chief Executive.

6. Biodiversity credits

6.1 The Chief Executive is permitted under section 127W(4) of the Act, to create (without application by the landowner under section 127W(4) of the Act) the biodiversity credits listed in Annexure B on the commencement date.

6.2 The biodiversity credits listed in Annexure B will be created for the biobank site.

6.3 At the commencement date, the landowner is entitled to receive $59,274.00 excluding GST, to be satisfied in full by the creation of the biodiversity credits listed in Annexure B.

Note: $59,274.00 is a best estimate of the market value of the biodiversity credits at the time of creation. The market value has been estimated by reference to the notional Part B amount as determined by the landowner in the credit pricing spreadsheet or reference to the notional Part B amount for the last traded biodiversity credit of the same or similar type.

The Part B amount is that part of the sale price received by the landowner (or another landowner if reference is made to a previous sale of that biodiversity credit type) after the entire Total Fund Deposit is satisfied and deposited into the BioBanking Trust Fund.

The sale price of each biodiversity credit will be negotiated between the landowner and the buyer and will be affected by supply and demand for each biodiversity credit. The final price at the time of transfer of the biodiversity credit (or retirement or the biodiversity credit without transfer) may not reflect this estimated amount.

The Minister does not warrant that the landowner will be able to sell biodiversity credits for the estimated market value.

7. Monitoring, record keeping and reporting

7.1 The landowner must comply with the monitoring and record keeping requirements as set out in Annexure D.

7.2 The landowner must submit an annual report complying with the requirements set out in Annexure D to the Chief Executive within the timeframe specified in Annexure D.

7.3 The landowner must notify the Chief Executive in writing as soon as practicable after becoming aware of any failure to comply with this agreement or any other incident at the biobank site (or surrounds) which results or may result in a sudden or significant decline of biodiversity values at the biobank site. In particular, the landowner must notify the Chief Executive of:

7.3.1 the nature, location and time of the incident

7.3.2 the impact of the incident on biodiversity values

7.3.3 the measures that have been taken or will be taken in response to the incident

7.3.4 any provision of this agreement which may have been breached

7.3.5 the extent of any damage caused or permitted by the incident

7.3.6 the measures which have been taken or will be taken to prevent a recurrence of the incident.

8. Use of the land by servants, agents, lessees or licensees

The landowner must incorporate all relevant requirements of this agreement in any lease or licence issued for the biobank site, and must at all times ensure that any servant, contractor, consultant, agent, lessee or licensee occupying the biobank site area shall be aware of, and not undertake any act inconsistent with, the landowner’s obligations under this agreement.

9. Change of land ownership or subdivision of land

9.1 The landowner must notify the Chief Executive in writing of any change of:

9.1.1 ownership of the biobank site, or any part thereof, within seven (7) days after the change of ownership of the biobank site; or

9.1.2 lessee of the biobank site, or any part thereof, within twenty-eight (28) days after the change of lessee or licensee of the biobank site.

The notice must include the name and address and other relevant contact details of the new landowner, lessee or licensee.

9.2 The landowner must provide a copy of this agreement, including a copy of each management plan and a copy of all records required to be kept under the record keeping requirements, to the transferee before completion of the assignment, transfer, disposal or sale of any interest in the biobank site.

9.3 The landowner must notify the Chief Executive in writing no less than 14 days before the biobank site is subdivided.

9.4 The landowner cannot assign, transfer, dispose of or sell its rights, title or interest in part of the land containing any area of the biobank site unless the landowner and the Minister have first agreed to vary the agreement to apportion the obligations and rights under the agreement in respect of that part of the biobank site that will be assigned, transferred, disposed of or sold.

10. Right to enter biobank site for research and monitoring

10.1 The landowner must permit access to the biobank site at any time to the Minister, the Chief Executive, an authorised officer or an officer of OEH for the purpose of carrying out research or monitoring in relation to the biodiversity values on the biobank site for which biodiversity credits have been created under this agreement, but only where the person has given reasonable notice to the landowner and the landowner's agent, lessee or licensee, of the intention to enter the biobank site for that purpose and the nature of the research or monitoring that will be conducted. In exercising its right of access under this clause, the Minister, the Chief Executive, an authorised officer or an officer of OEH must ensure that such access does not:

10.1.1 result in physical or radio interference which obstructs, interrupts or impedes the use or operation of any telecommunications network and telecommunications service of a lessee or licensee of a part of the land; or

10.1.2 interfere with the electricity supply separate from the landowner's electricity supply to any part of the land occupied by a lessee or licensee.

10.2 The Minister, Chief Executive, an authorised officer or an officer of OEH may make a written request to the landowner to consent to any other person specified in the written request to enter the biobank site for the purpose of carrying out the research or monitoring referred to in clause 10.1, whether or not that person will accompany the Minister, Chief Executive, an authorised officer or an officer of OEH. The landowner will not unreasonably withhold consent.

10.3 Clauses 10.1 and 10.2 do not affect or limit the powers of authorised officers under the NPW Act to enter premises for the purpose of determining whether there has been compliance with, or contravention of, this agreement.

11. Agreement preparation expenses

Each party bears its own costs in connection with the preparation and execution of this agreement.

12. Obligations of the Minister

12.1 Subject to clauses 12.2 and 12.3 and starting from the first payment date, the Minister is required to direct the Fund Manager to make such management payments specified in the payment schedules from the relevant biobank site account to the landowner, at such intervals specified in the payment schedules.

12.2 The Minister may only make such a direction if:

12.2.1 the relevant biobank site account has sufficient funds to cover the management payment, and

12.2.2 the landowner has submitted the annual report for the preceding reporting period in accordance with clause 7.2 and Annexure D of this agreement, and

12.2.3 the Minister has reviewed the annual report for the preceding reporting period and is satisfied that the landowner has complied with their obligations set out in this agreement in the preceding period.

12.3 The landowner acknowledges that the Minister may, with the agreement of the landowner, direct that the management payments should not be made, or should be reduced, for a specified period of time or until further notice if the biobank site account has an operational deficit greater than the operational deficit threshold.

Note: Withholding or lowering payments when funds in the account are below the maximum operational deficit may help to preserve the long-term financial viability of the fund for the landowner.

12.4 If the Minister, with the agreement of the landowner, directs that management payments be reduced or not be made for a specified period of time or until further notice, then:

12.4.1 the Minister may, by written agreement with the landowner, suspend or vary any of the landowner's obligations to carry out management actions under this agreement for the same period of time or some other period, and

12.4.2 despite clause 4 of this agreement, the landowner's obligations to carry out management actions under this agreement are suspended or varied in accordance with the agreement.

The Minister must not agree to any variation or suspension under this clause unless satisfied that the variation or suspension does not have a negative impact on the biodiversity values protected by the agreement.

12.5 The landowner acknowledges that the Minister may, in addition to the management payments, direct additional payments to be paid from the BioBanking Trust Fund to the landowner, but only in circumstances where the biobank site account has an operational surplus, the operational surplus amount exceeds the maximum operational surplus for the biobank site account, and the amount the Minister directs to be paid does not exceed the difference between the operational surplus amount and the maximum operational surplus.

12.6 All management payments shall be paid into the bank account nominated by the landowner in accordance with the payment schedules.

13. Ownership of the land and registration of this agreement

13.1 The landowner represents and warrants to the Minister that as at the date of this agreement it is:

13.1.1 the legal and beneficial owner of the land; or

13.1.2 legally and beneficially entitled to become the owner of the land and will become the legal and beneficial owner of the land, prior to the date that this agreement is to be registered under clause 13.2 of this agreement.

13.2 As contemplated by section 127I(1) of the Act, the Minister agrees to notify the Registrar General when this agreement has been entered into, varied or terminated so the Registrar General can register the agreement, variation or termination by making an entry concerning the agreement, variation or termination in the relevant folio of the Register kept under the *Real Property Act 1900* (NSW) for the land.

13.3 The fee to register the agreement in accordance with section 127I(1) of the Act will be taken from the processing fee, except as provided by clause 13.4.

13.4 If the landowner elects to identify the exact boundaries of the biobank site on the Deposited Plan for the land, the landowner must bear any additional costs of registration.

14. Variation and termination

14.1 Subject to clause 14.2, this agreement can only be varied or terminated in accordance with the Act.

14.2 The landowner waives any right to request voluntary termination in accordance with subsections 127G(5) and (6) of the Act.

14.3 This clause does not affect the ability of the Minister and the landowner to terminate this agreement by consent under section 127G(2)(a) of the Act (including in the circumstances described in subsection 127G(6) of the Act).

Note: Clause 14.2 ensures that the landowner can obtain Commonwealth Government tax advantages that apply to conservation covenants. Those tax advantages would not be available if the right to request termination of the agreement under subsections 127G (5) and (6) of the Act was available.

Subsections 127(5) and (6) of the Act give landowners the right to request termination of the agreement where credits are not sold within 3 months or after 5 years of entering the agreement. The effect of clause 14.2 is that the landowner gives up that right. This is essential as the tax advantages are only available where the Commonwealth Government has conferred conservation covenant status on biobank sites – and a requirement of this status is that the sites will operate permanently.

15. Indemnity and release

15.1 The landowner agrees to indemnify the protected persons against all expenses, losses, damages and costs that the protected person may sustain or incur as a result, whether directly or indirectly, of carrying out obligations under this agreement.

15.2 The indemnity given by the landowner does not cover any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.

15.3 The landowner releases to the full extent permitted by law the protected persons from all claims and demands arising out of or in connection with, or as a consequence of, carrying out of obligations by the landowners under this agreement, or in connection with, or as a consequence of, a direction made by the Minister regarding the payment of management payments to the landowner under this agreement.

15.4 The release given by the landowner does not cover any claims and demands in respect of any loss or damage that is caused by a negligent act or omission of the protected persons, or any loss or damage that is contributed to by a negligent act or omission of the protected persons to the extent of the protected persons' contribution to that loss or damage.

15.5 It is immaterial to the obligations of the landowner under this clause that a claim or demand arises out of any act, event or thing that the landowner is authorised or obliged to do under this agreement or that any time waiver or other indulgence has been given to the landowner for any such obligation under this agreement.

In clauses 15.1–15.4:

(i) 'protected person' means:
  (a) the Minister
  (b) the Chief Executive
  (c) the employees or officers of the Office of Environment and Heritage
  (d) any other person acting under the direction or control of the Minister or Chief Executive for any purpose
  (e) the Crown in right of the State of New South Wales;

(ii) 'claims and demands' means all actions, suits, claims, demands, proceedings, losses, compensation, damages, sums of money, costs, legal costs, charges, and expenses to which the protected persons are or may become liable for in respect of loss or damage to the fixtures of the biobank site, financial or economic loss, loss of opportunity or other consequential loss of the landowner, and injury of any kind to or death of any person claiming through the landowner and however sustained on or outside the biobank site.

16. Dispute resolution

16.1 Where there is a dispute, difference or claim (dispute), the party raising the dispute must notify the other party in writing of the nature of the dispute, including the factual and legal basis of the dispute.

16.2 Within 14 days of the written notice, the Chief Executive and the landowner, or nominated senior representatives of the parties, must confer to attempt to resolve the dispute, and if the dispute cannot be resolved within twenty-one (21) days of the written notice, the Chief Executive and the landowner will refer the matter to mediation.

16.3 The parties will agree on the terms of appointment of the mediator and the terms of the mediation in writing within twenty-eight (28) days, failing which the mediation will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.

16.4 If the matter has not been resolved within 28 days of the appointment of the mediator, the mediation process will be at an end and either party may commence court proceedings in respect of the dispute, difference or claim.

16.5 Notwithstanding the above clauses, the Minister, the Chief Executive or a person duly authorised by the Chief Executive, may enforce this agreement under the Act, or institute proceedings without first entering into the dispute resolution procedure set out in clauses 16.1, 16.2, 16.3, and 16.4.

16.6 Clause 10.1 of this agreement is not affected by these arrangements for dispute resolution.

17. Governing law

This agreement is governed by the laws of the State of New South Wales and the parties agree to submit to the jurisdiction of the courts of that State.

18. Commencement

This agreement shall have effect from the day it is executed by all parties.

19. Privacy statement

The landowner acknowledges and consents to the information contained in this agreement being made publicly available on the biobanking agreements register and, where biodiversity credits have been registered, on the biobanking credits register maintained by the Chief Executive and made available on the web.

Note: In accordance with the *Privacy and Personal Information Protection Act 1998* and the Act, some of the information contained in this agreement cannot be made available to the public.

20. Exercise of Minister’s and Chief Executive’s powers

20.1 The landowner acknowledges that the Minister may authorise any officer of OEH to exercise any of the Minister’s functions under this agreement on the Minister’s behalf.

20.2 The landowner acknowledges that the Chief Executive, may authorise any officer of OEH to do any thing that the Chief Executive authorises for the purposes of this agreement.

21. Notices

21.1 Any notice, consent, information, application or request that must or may be given or made to a party is only given or made if it is in writing and delivered or posted to that party at its address set out below, or faxed to that party at its fax number set out below:

The Minister

Address	Office of Environment and Heritage PO Box A290 SYDNEY SOUTH NSW 1232
Fax	(02) 9995 6795
Attention	Manager, Agreements and Technical Services

Landowner

Address	15 Prospect Street Rosehill NSW 2142
Mobile	0420 511 727
Email	eddy@envirowaste.com.au
Attention	Elias and Gladis Hawach

21.2 The name or title of the nominated officer or the address for the Minister referred to in clause 21.1 above may be updated from time to time by a further written notice being sent to the landowner by an officer of OEH advising of the new officer (or title of an office) and address to which such documents, information or notification may be sent.

21.3 For the avoidance of doubt, this clause does not fetter the Minister or Chief Executive's discretion to give or withhold from giving such notice, consent or permission.

Agreement annexures

Annexure A	Maps of biobank site
Annexure B	Biobanking Agreement Credit Report
Annexure C	Management actions and management plans
Annexure D	Monitoring, reporting and record keeping requirements
Annexure E	Payment schedules

In witness where of the parties hereto have executed this agreement the day and year first above written.

Signed by
Sonya Errington, Director, Conservation Programs, Conservation and Regional Delivery Division, Office of Environment and Heritage, as the Minister's delegate under Section 142A of the *Threatened Species Conservation Act 1995* in the presence of:

Sonya Errington

Date

Witness signature

Date

Witness name

Witness address

Signed by the landowner/s or director/s

Elias Hawach signature	Gladis Hawach signature
Date	Date
Elias Hawach – Joint Tenant	Gladis Hawach – Joint Tenant
In the presence of	In the presence of
Witness signature	Witness signature
Date	Date
Witness name	Witness name
Witness address	Witness address

Seal (if signing under seal):

Annexure A: Maps of biobank site

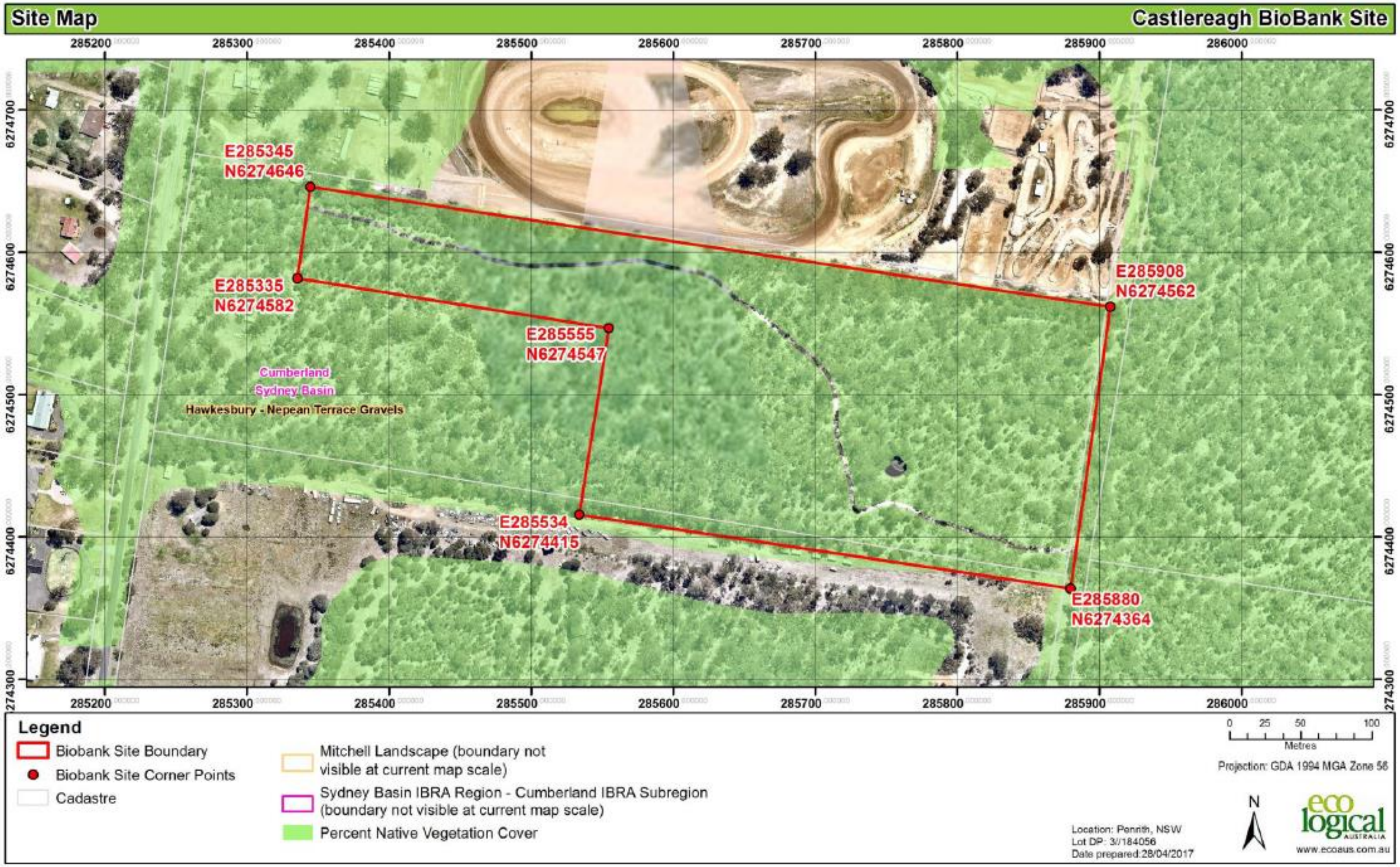


Figure 1 Biobank site boundary; Rickards Road biobank (28/04/2017)

Figure 2 Vegetation zones; Rickards Road biobank (28/04/2017)

Figure 3 Management zones; Rickards Road biobank (28/04/2017)

Figure 4 Photo points; Rickards Road biobank (28/04/2017)

Location: Penrith, NSW
Lot DP: 3//184056
Date prepared:28/04/2017

Figure 5 Property management actions; Rickards Road biobank (28/04/2017)

Figure 6 Ecological burn units; Rickards Road biobank (28/04/2017)

Figure 7 *Dillwynia tenuifolia* species polygon; Rickards Road biobank (28/04/2017)

Figure 8 ***Grevillea juniperina*** **species polygon; Rickards Road biobank (28/04/2017)**

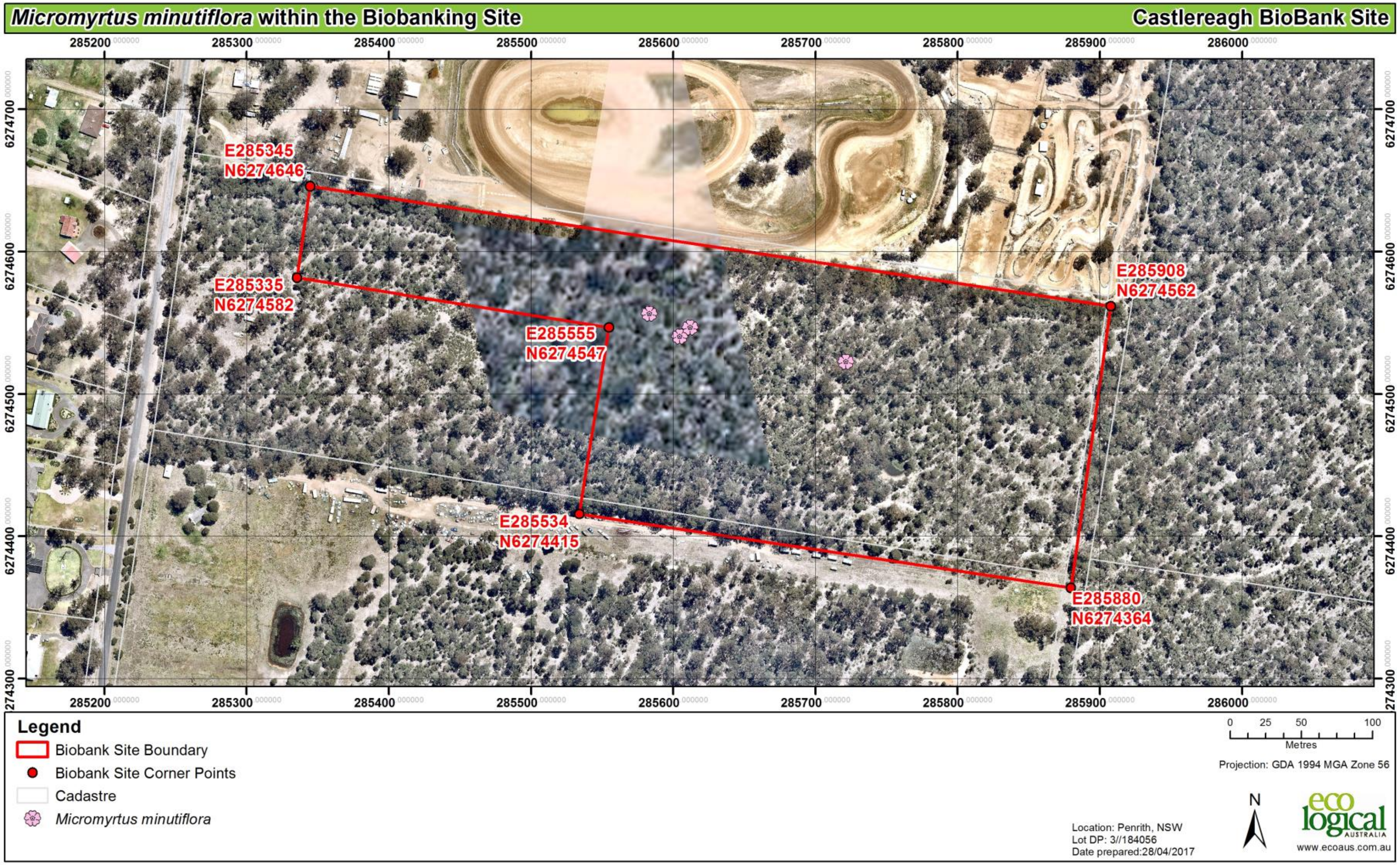


Figure 9 *Micromyrtus minutifolia* species within the Biobanking site; Rickards Road biobank (28/04/2017)

Annexure B: Biobanking Agreement Credit Report

BioBanking credit report

Office of Environment & Heritage

This report identifies the number and type of credits required at a BIOBANK SITE

Date of report: 24/08/2018 Time: 10:02:26AM Calculator version: v4.0

Biobank details

Proposal ID: 0095/2017/4331B

Proposal name: Rickards Road Biobank Site

Proposal address: Rickards Road Castlereagh NSW 2570

Proponent name:

Proponent address: 51 Prospect Street Rosehill NSW 2142

Proponent phone: 0420 511 727

Assessor name: Meredith Henderson

Assessor address: PO Box 20529 WORLD SQUARE NSW 2002

Assessor phone: (02) 85368671

Assessor accreditation: 0155

Additional information required for approval:

☐ Use of local benchmark

- Broad-leaved Ironbark - Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin Bioregion

☐ Expert report...

☐ Request for additional gain in site value

Ecosystem credits summary

Plant Community type	Area (ha)	Credits created
Broad-leaved Ironbark - Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin Bioregion	8.21	74.00
Total	8.21	74

Credit profiles

1. Broad-leaved Ironbark - Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin Bioregion, (HN513)

Number of ecosystem credits created	74
IBRA sub-region	Cumberland - Hawkesbury/Nepean

Species credits summary

Common name	Scientific name	Extent of impact Ha or individuals	Number of species credits created
Dillwynia tenuifolia	Dillwynia tenuifolia	7,055.00	50,090
Micromyrtus minutiflora	Micromyrtus minutiflora	142.00	1,008
Juniper-leaved Grevillea	Grevillea juniperina subsp. juniperina	4,826.00	34,265

Additional management actions

Additional management actions are required for:

Vegetation type or threatened species	Management action details
Broad-leaved Ironbark - Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin Bioregion	Exclude commercial apiaries
Broad-leaved Ironbark - Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin Bioregion	Exclude miscellaneous feral species
Broad-leaved Ironbark - Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin Bioregion	Feral and/or over-abundant native herbivore control
Broad-leaved Ironbark - Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin Bioregion	Fox control
Broad-leaved Ironbark - Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin Bioregion	Slashing
Dillwynia tenuifolia	Feral and/or over-abundant native herbivore control
Juniper-leaved Grevillea	Feral and/or over-abundant native herbivore control
Micromyrtus minutiflora	Feral and/or over-abundant native herbivore control

Annexure C: Management actions and management plans

This Annexure C, together with Annexure D, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995.*

A Management actions

A1 The landowner must undertake, or cause to be undertaken, the Management Actions contained in the following tables in this Annexure C:

- (i) Section 1: Standard management actions (**'Section 1'**); and
- (ii) Section 2: Additional management actions (**'Section 2'**)

in accordance with the conditions specified in Section 1 and Section 2 and within the timeframes (if any) specified in Section 1 and Section 2.

A2 In carrying out the management actions, the landowner must implement and, at all relevant times comply with, the management plans as contained in the following tables in this Annexure C:

- (i) Section 3: Standard management plans (**'Section 3'**); and
- (ii) Section 4: Additional management plans (**'Section 4'**)

in accordance with the conditions specified in those tables and management plans and within the timeframes (if any) specified in Section 3 and Section 4.

A3 Where a management action requires that something must not be done, the landowner must not do that thing and must not cause, authorise or permit any other person to do that thing.

A4 Notwithstanding A1 and A2 above, the landowner is not required to undertake the management actions so described if the action is inconsistent with anything (act or omission) required or authorised to be done by the landowner by or under any of the following:

- I. removal of noxious weeds under the *Noxious Weeds Act 1993*
- II. the control of noxious animals under the *Rural Lands Protection Act 1998*
- III. an obligation arising under an eradication order or pest control order under Part 11 of the *Rural Lands Protection Act 1998*
- IV. a direction under section 37A of the *State Emergency and Rescue Management Act 1989* in relation to a state of emergency or a direction under section 22A of the *State Emergency Service Act 1989*
- V. in respect of the *Rural Fires Act 1997*:
  - (a) an emergency fire fighting act within the meaning of that Act
  - (b) emergency bushfire hazard reduction work within the meaning of that Act
  - (c) any notified steps issued to the landowner under section 63 of that Act

(d) any notice by a local authority under section 66 of that Act to undertake specified bushfire hazard reduction work

(e) otherwise as part of any managed bushfire hazard reduction work within the meaning of the *Rural Fires Act 1997* that is carried out in accordance with:

i. a current bushfire hazard reduction certificate that applies to the work

ii. the provisions of any bushfire code applying to the land specified in the certificate.

A5 The landowner may make minor alterations to any management actions as part of adaptive management, where the outcomes of monitoring, including documented observations of the landowner or his/her servant, lessee, agent or licensee/s, indicate that the minor alterations to the management actions are required to improve biodiversity values in accordance with the biobanking agreement. The landowner must document the minor alterations made to the management actions and the reasons for the alterations, and retain a record of the documentation and include it in the annual report.

B Timing for carrying out management actions

B1 An obligation to carry out a management action (or implement and comply with a management plan):

(i) will commence on the commencement date or first payment date (as indicated); and

(ii) must be carried out in perpetuity unless otherwise indicated in Sections 1 to 4 of this Annexure C.

B2 The landowner must ensure that if a timeframe is specified in Sections 1 to 4, that the management action is carried out within that timeframe.

B3 For the avoidance of doubt, an obligation to carry out a management action within a specified timeframe continues until the management action has been carried out even if the time for compliance has passed.

Section 1: Standard management actions

	Standard management actions	
Item 1	**Management of grazing for conservation**	**Timing**
1.1	Stock must not be permitted to graze in any area of the biobank site.	Ongoing from commencement date.
1.2	This item is not applicable.	N/A
1.3	This item is not applicable.	N/A
1.4	This item is not applicable.	N/A
Item 2	**Weed control**	**Timing**
2.1	The landowner must implement and, at all relevant times, comply with, the integrated weed management plan included in Section 3 (‘**the weed management plan’**) (or such updated integrated weed management plan as has been approved by the Chief Executive under item 2.2 below). To allow for adaptive management, minor alterations can be made to the implementation of the weed management plan. Any alterations must be recorded in writing in accordance with Section 3 of this Annexure.	Ongoing from first payment date.
2.2	The weed management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review. Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and must cover the matters outlined below and any additional matters specified by the Chief Executive in writing: • a description of the target weed/s at the biobank site and their location/s, linked to each management zone where weeds are present • the method/s of weed control in each zone • the frequency of weed control activities at the site, taking into account management practices where weeds are providing habitat for native species • the timing of any planting of native plant species required in each management zone to provide alternative habitat for	Ongoing from first payment date.

	native species affected by weed control activities • methods for monitoring the success of weed control activities • a timetable/measures for inspections to identify new weed species or exotic plant species (including noxious weeds under the *Noxious Weeds Act 1993*) • additional weed control activities to destroy or remove any new weed species that are found on the site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the weed management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.	

Item 3	**Management of fire for conservation**	**Timing**
3.1	The landowner must implement, and at all relevant times, comply with the fire management plan included in Section 3 (or such updated fire management plan as has been approved by the Chief Executive under item 3.2 below) (‘**the fire management plan”)**. To allow for adaptive management and weather conditions, minor alterations can be made to the implementation of the fire management plan, and must be recorded in writing in accordance with Section 3 of this Annexure.	Ongoing from commencement date.
3.2	The fire management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review. Where the Chief Executive determines from the review that an update of the fire management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must be prepared by an appropriately qualified person and cover the matters outlined below and any additional matters specified by the Chief Executive in writing: • the year the last fire went through, the type of fire and the extent of the fire and location, where known • frequency of natural fires in the area of the biobank site, where known • a description of locations and management zones where ecological burns will be conducted and areas that will not be burnt • the methods that will be used for ecological burns • the fire frequency intervals recommended for the vegetation	Ongoing from first payment date.

	types and threatened species present, including any required adjustment to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act 1997* to ensure minimum frequency between ecological burns • the fire intensity for the recommended vegetation types • the time of year suitable for ecological burns • the diary for recording actions taken in accordance with the fire management plan and minor alterations to fire management plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.	
3.3	Fires must not be lit on the biobank site other than for the purpose of ecological burning in accordance with the fire management plan or as permitted as a permissible human activity on the biobank site under item 4 of this Annexure or clause 3.6 of this agreement.	Ongoing from commencement date.
Item 4	**Management of human disturbance**	**Timing**
4.1	Except as permitted under clause 3 of this agreement or item 4.2 (below), human activities that adversely affect biodiversity values on the biobank site, including repeated disturbance of native animals, must not be carried out, or caused or permitted to be carried out, on the biobank site.	Ongoing from commencement date.
4.2	Human activities that may have a negative impact on biodiversity values on the biobank site are permitted if they are listed as permissible activities under clause 3.6 of this agreement or if they are undertaken as part of the management actions or management plans.	Ongoing from commencement date.
4.3	This item is not applicable.	N/A
4.4	The landowner must not store, dispose of, or cause or permit to be disposed of, any waste on the biobank site. Note: The storage or disposal of waste on the biobank site may require an approval under the *Protection of the Environment Operations Act* 1997.	Ongoing from commencement date.
4.5	The landowner must take all reasonable steps to remove waste deposited by others on the biobank site, or which is otherwise present on the biobank site.	Ongoing from first payment date.
4.6	Fencing and signage must be installed and maintained to deter human disturbance including waste dumping. Signage must be the BioBanking signs available from the OEH. Specific requirements: • 400 m of existing chain-wire fencing to be maintained. Refer to *Figure 5 Property management actions; Rickards Road biobank*, dated 28/04/2017. • 350 m of new chain-wire fencing to be installed. Refer to *Figure 5 Property management actions; Rickards Road biobank*, dated 28/04/2017. • 450 m of new three strand plain wire fencing to be installed. Refer to *Figure 5 Property management actions; Rickards Road biobank*, dated 28/04/2017. • Two new gates to be installed/maintained as per *Figure 5*	Ongoing from first payment date.

	Property management actions; Rickards Road biobank, dated 28/04/2017. • Six Biobank signs are required. Indicative locations provided on *Figure 5 Property management actions; Rickards Road biobank*, dated 28/04/2017. • Access to the site management trails will be restricted by locked gates to the 'Rickards Road' property. The management trails will be managed through trimming of over-hanging branches, to allow light vehicle access (Management trails are not included in credit calculations and a 3m wide corridor has been excluded). See the *Figure 5 Property management actions; Rickards Road biobank*, dated 28/04/2017 for the location of the management trails.	

Item 5	**Retention of regrowth and remnant native vegetation** Note: An approval under the *Native Vegetation Act 2003* may be required to carry out thinning or any other removal or damage to native vegetation under this item.	**Timing**
5.1	Native vegetation (whether remnant native vegetation or regrowth) on the biobank site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except in accordance with item 5.2 below, or if it is required as part of the management actions or it is essential for the carrying out of permissible development under clause 3.5 of this agreement. Note: Native vegetation on the biobank site may be managed to improve biodiversity values by thinning to benchmark stem densities over no more than 80% of each management zone. Benchmark stem densities has the same meaning as defined in the Vegetation Benchmark Database as published by OEH and updated from time to time. An approval under the *Native Vegetation Act 2003* may be required to carry out thinning or any other removal or damage to native vegetation under this item.	Ongoing from commencement date.
5.2	Native vegetation on the biobank site must not be burnt except in accordance with the fire management plan prepared pursuant to item 3 above.	Ongoing from commencement date.
Item 6	**Replanting or supplementary planting where natural regeneration will not be sufficient**	**Timing**
6.1	This item is not applicable.	N/A
6.2	This item is not applicable.	N/A
6.3	This item is not applicable.	N/A
6.4	This item is not applicable.	N/A
6.5	This item is not applicable.	N/A

Item 7	**Retention of dead timber**	**Timing**
7.1	Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the biobank site except for the personal (non-commercial) use by the landowner for firewood for one dwelling only or for repair of fencing (not for construction of fencing). Dead timber used for fencing repair must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of dead timber collected from the biobank site for use in fencing, the location that that dead timber was collected from and the date it was collected (month, year). Specific requirements: No dead timber to be used for firewood or repair of fencing.	N/A
7.2	Timber from outside the biobank site may be introduced to and placed on the biobank site to improve biodiversity values. Once the timber has been brought onto the site, it is subject to the requirements of item 7.1 above. Timber brought from outside the biobank site must be documented by the landowner in writing and records must be kept in accordance with the record keeping requirements. The landowner must record the approximate amount of timber brought from outside the biobank site, the location where the timber was placed on the biobank site and the date on which it was placed (month, year). Specific requirements: N/A	N/A
Item 8	**Erosion control**	**Timing**
8.1	All reasonable steps must be undertaken to prevent, control and remedy erosion on the biobank site. Soil management for preventing and controlling erosion is to be undertaken using best practice management, such as that developed by the Soil Conservation Service, applied as relevant for the biobank site.	N/A

Item 9	**Retention of rocks**	**Timing**
9.1	The landowner must not remove, or cause or permit to be removed, rocks from the biobank site or move, or cause or permit to be moved, rocks within the biobank site.	Ongoing from commencement date.
9.2	Rocks from outside the site may be placed on the biobank site to improve habitat for threatened species. Rocks, once placed on the biobank site, are subject to item 9.1 above. The landowner must make and retain records of the location of the rocks placed on the site and the date the rocks were brought onto the site in accordance with the record keeping requirements.	When required but not required before the first payment date.

Section 2: Additional management actions

	Additional management actions	
Item 10	**Control of feral and overabundant native herbivores – rabbits, deer and kangaroos**	**Timing**
10.1	The landowner must implement, and at all relevant times, comply with the management plan to control feral and overabundant native herbivores included in Section 4 (or such updated management plan as has been approved by the Chief Executive under item 10.2 below) (‘**the feral and overabundant native herbivores management plan**’). To allow for adaptive management, minor alterations can be made to the implementation of the feral and overabundant native herbivores management plan, which must be recorded in writing in accordance with Section 3 of this Annexure. Note: A licence under Section 121 of the *National Parks and Wildlife Act 1974* may be required to control overabundant native herbivores.	Ongoing from first payment date.
10.2	The feral and overabundant native herbivores management plan must be reviewed at intervals of no less than 4 years and no more than 6 years. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the plan that are outlined in the dot points below. Notification of the date of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement of the review. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review. Where the Chief Executive determines from the review that an update of the feral and overabundant native herbivores management plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required and the landowner must update the plan and submit the amended plan to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Chief Executive in writing: • a description of the feral or overabundant native herbivore/s • consideration of relevant current OEH and other pest management programs and methods • the method/s for feral and overabundant native herbivore control in each management zone, determined in accordance with best practice management • the frequency and timing of the control actions in each management zone • methods for monitoring the success of the pest control actions • a timetable and measures for inspections to identify new feral or overabundant native herbivores that may adversely affect biodiversity values on the biobank site	Ongoing from first payment date.

	• additional control actions to destroy or remove any new feral and overabundant native herbivore pest species that occur on site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the feral and overabundant native herbivores management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative action) and reasons for the minor alterations must be recorded in the diary.	
Item 11	**Vertebrate pest management – foxes**	**Timing**
11.1	The landowner must implement, and at all relevant times, comply with the vertebrate pest management plan included in Section 4 (or such updated vertebrate pest management plan as has been approved by the Chief Executive under item 11.2 below) ('**the vertebrate pest management plan**'). To allow for adaptive management, minor alterations can be made to the implementation of the vertebrate pest management plan, but these must be recorded in writing in accordance with Section 3 of this Annexure.	Ongoing from first payment date.
11.2	The vertebrate pest management plan must be reviewed at intervals of no less than 4 years and no more than 6 years by an appropriately qualified person. The review is to consider the efficacy of the management actions in the plan and consider the effectiveness of the matters contained in the current plan that are outlined in the dot points below. Notification of the review commencement must be provided to the Chief Executive in writing within 14 days of the commencement. The findings of the review must be submitted to the Chief Executive within 3 months of commencing the review. Where the Chief Executive determines from the review that an update of the plan is required, the Chief Executive will notify the landowner in writing that an update of the plan is required. The landowner must update the plan and submit it to the Chief Executive for approval within 3 months of receiving written notification from the Chief Executive that an update of the plan is required. The revised plan must cover the matters outlined below and any additional matters specified by the Chief Executive in writing: • a description of the target fauna species e.g. pigs, foxes or other species such as feral dogs or goats • consideration of relevant current OEH and other pest management programs • the method/s of vertebrate pest control in each management zone determined in accordance with best management practice • the frequency and timing of vertebrate pest control actions in each management zone • methods for monitoring the success of vertebrate pest control actions • a timetable and measures for inspections to identify new vertebrate pest species that may negatively impact on threatened species on the biobank site	Ongoing from first payment date.

	• additional vertebrate pest control actions to destroy or remove any new vertebrate pest species that occur on-site • measures for assessing and reporting monitoring results • a diary for recording actions taken in accordance with the vertebrate pest management plan and minor alterations to this plan permitted for adaptive management. The details (management zone/s, date, alternative actions) and reasons for the minor alterations must be recorded in the diary.	
Item 12	**Nutrient control**	**Timing**
12.1	Fertilisers, pesticides and herbicides must not be applied on the biobank site, except where required to undertake the management actions. Use of fertilisers for establishing native vegetation through planting or seeding, use of herbicides for controlling weeds or use of pesticides for controlling vertebrate pests or feral herbivores can be undertaken in accordance with best practice management when required to undertake the management actions.	Ongoing from commencement date.
Item 13	**Control of exotic fish species**	**Timing**
13.1	This item is not applicable to this Biobank site.	N/A
Item 14	**Maintenance or reintroduction of natural flow regimes**	**Timing**
14.1	This item is not applicable to this Biobank site.	N/A
14.2	This item is not applicable to this Biobank site.	N/A
14.3	Artificial structures such as dams or levee banks that impede the natural flow regimes on the biobank site must not be constructed unless approved by the Chief Executive in writing for the purpose of restoring natural flows.	N/A

Section 3: Standard management plans

Weed management plan

The weed types, description and location (management zone/s) of weed infestations existing at the commencement date are listed in the weed management plan. The methods of weed control (management actions), monitoring and inspections are also listed.

The landowner must perform the methods of weed control and other weed management activities and monitoring in the weed management plan by the methods described (and in accordance with item 2 of this Annexure) for all weeds. The methods of control will apply to the weeds listed in the table below as well as any other weeds that may be present on the site from time to time.

The template for reporting of monitoring activities and the diary template for weed control management must be filled in to record observations during the implementation of the weed management plan, including any minor variations.

Weed types

Weed	Common name of target weed	Scientific name of target weed	Description of infestation (eg intensity (% cover) & location within zone)	Management zone/s
A	Moth Vine	*Araujia sericifera*	Sparse presence amongst a mix of native and exotic grasses and forbs	MZ1
B	Branched Centaury	*Centaurium tenuiflorum*	Sparse presence amongst a mix of native and exotic grasses and forbs	MZ1
C	Spear Thistle	*Cirsium vulgare*	Localised presence along existing access tracks and fencelines.	MZ1
D	Flaxleaf Fleabane	*Conyza bonariensis*	Localised presence along existing access tracks and fencelines.	MZ1
E	African Lovegrass	*Eragrostis curvula*	Localised presence along existing access tracks and fencelines.	MZ1
F	Star Cudweed	*Euchiton sphaericus*	Sparse presence amongst a mix of native and exotic grasses and forbs	MZ1
G	Catsear	*Hypochaeris radicata*	Localised presence along existing access tracks and fencelines.	MZ1
H	Lantana	*Lantana camara*	Sparse presence amongst a mix of native and exotic grasses and forbs	MZ1
I	Paspalum	*Paspalum dilatatum*	Localised presence along existing access tracks and fencelines.	MZ1
J	Fire Weed	*Senecio madagascariensis*	Localised presence along existing access tracks and	MZ1

			fencelines.	
K	Paddy's Lucerne	*Sida rhombifolia*	Sparse presence amongst a mix of native and exotic grasses and forbs	MZ1
L	Wild Tobacco Bush	*Solanum mauritianum*	Sparse presence amongst a mix of native and exotic grasses and forbs	MZ1
M	Blackberry Nightshade	*Solanum nigrum*	Sparse presence amongst a mix of native and exotic grasses and forbs	MZ1
N	WaderingJew	*Tradescantia fluminensis*	Sparse presence amongst a mix of native and exotic grasses and forbs	MZ1
O	Purpletop	*Verbena bonariensis*	Sparse presence amongst a mix of native and exotic grasses and forbs	MZ1

Methods of weed control

Management zone/s	**Weeds**	**Method of weed control**	**Frequency**
All	Grass Weeds	1. Primary treatment - Spot-spray with a non-selective herbicide and hand removal. 2. Maintenance - Spot-spray and hand removal as required.	1. Years 1-5. Throughout the year but work, especially spraying, should be focused between September and February. 2. Year 6 and beyond. Throughout the year, with spraying focussed on the growing season, approximately September to February. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.
All	Herbaceous weeds	1. Primary treatment - Spot-spray with a non-selective herbicide and hand removal. 2. Secondary treatment - Spot-spray as required 3. Maintenance - Spot-spray and hand removal as required.	1. Years 1-5. Throughout the year but work, especially spraying, should be focused between September and February. 2. Year 6 and beyond. Throughout the year, with spraying focussed on the growing season, approximately September to February. Additionally, treatment of small areas can take place throughout the year to coincide with planting events specified in Item 6.
MZ1	Woody weeds	1. Primary treatment (splatter gun, tritter, cut and paint, and drill and fill) as required. 2. Secondary treatment (cut and paint, spot spray) as required. 3. Maintenance- Spot-spray and hand removal as required.	1. Years 1-5. Throughout the year but work, especially spraying, should be focused between September and February. 2. Year 6 and beyond. Throughout the year, with spraying focussed on the growing season, approximately September to February. Additionally, treatment of small areas can take place throughout the year to coincide with

			planting events specified in Item 6.

Native planting required to provide habitat for native species affected by weed control activities

Management zone	**Description of planting required** (reference planting schedule at item 6.6)	**Timing**
N/A	Not applicable given the rate of weed removal, methods of weed removal (i.e. woody weeds to remain *in situ*) and the availability of comparable habitat within and surrounding the site. Additionally, weeding will be staged and planting will take place soon after weed treatment as specified in Item 6.	N/A

Monitoring and inspections of existing and new weeds

Management zone/s	**Weeds**	**Method of monitoring**	**Dates required**
MZ1	Grass weeds (including:, Eragrostis and *Paspalum*.)	1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover.	1. By end of Year 5. 2. By end of Year 9 and ongoing.
MZ1	Herbaceous weeds (including: Moth Vine, Cobbler's Pegs, Thistle, Fleabane, Catsear, , Fireweed, Paddy's Lucerne, Nightshades, and Purpletop)	1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover.	1. By end of Year 5. 2. By end of Year 9 and ongoing.
MZ1	Woody weeds (including Lantana)	1. Weeds reduced to maintenance levels over 90% of site. 2. Weeds reduced to less than 10% cover.	1. By end of Year 5. 2. By end of Year 9 and ongoing.

Other weed management activities (where required)

Unless otherwise specified, all herbicide used should be a non-specific herbicide formulated for use around water (e.g. Roundup Biactive®)
All plot markers are to be maintained in the same position If noted to have been damaged or disturbed during weed management or by undertaking any weed management they must be replaced.
Zones are as per *Figure 3 Management zones; Rickards Road biobank*, dated 28/04/2017.

Template for reporting of monitoring activities

Management zone/s	**Date**	**Observations and assessment of monitoring** This table must include the information for each zone (or groups of zones) which is described in the table titled 'monitoring and inspections of existing and new weeds'.

Diary template for weed control management

Date	**Management zone/s**	**Description and type of activity undertaken** (e.g. weed control, observation)	**Minor variations** (details and reasons)

Fire for conservation management plan

The plan includes information on all known previous fire events in the ‘Fire history’ table to demonstrate local fire conditions including intensity and frequency.

The ecological fire requirements for each vegetation type or threatened species on the biobank site are listed in the ‘Fire requirements for vegetation types and threatened species’ table. These are the fire frequency intervals recommended for the vegetation types and threatened species present on the biobank site. They include any requirement adjustments to the schedule in the event of a wildfire or activities undertaken under the *Rural Fires Act (RFA) 1997* to ensure the minimum frequencies between ecological burns.

The landowner must carry out ecological burns for each management zone according to the method and frequency described (as informed by the history and requirements sections and in accordance with Section 3 of this annexure). These actions are set out in the ‘Ecological burning actions table’. Monitoring and inspections (set out in the ‘Fire management monitoring’ table) as described must also be implemented. The landowner must also carry out the actions listed in the ‘Other fire management activities’ table.

The table titled ‘Template of monitoring activities’ must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the table titled ‘Diary template for fire management activities’ to record the management actions undertaken or observations made, including any minor variations.

Fire history for previous 20 years (or longer if known)

Year of fire	Hazard reduction, wildfire or ecological burn and extent of fire	Management zone/s
N/A	No known fires for previous 20 or more years.	N/A

Fire requirements for vegetation types and threatened species

Vegetation type and/or threatened species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or RFA activities
Broad-leaved Ironbark - Melaleuca decora shrubby open forest on clay soils of the Cumberland Plain, Sydney Basin’	Avoid fires at intervals less than five years. Avoid fire exclusion greater than 40 years.	July - October	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.
Acacia bynoeana	No more frequently than 10-12 years	May - August	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.
Dillwynia tenuifolia	Avoid fires at intervals less than five years.	July - October	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.

Grevillea juniperina subsp. *juniperina*	Avoid fires at intervals less than five years.	July - October	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.
Micromyrtus minutiflora	Response to fire and mechanical disturbance is uncertain.	July - October	Small scale, low intensity	Adjust frequency to ensure minimal interval is maintained if a wildfire or hazard reduction burn has occurred.

Ecological burning actions

Management zone/s	**Actions**	**Supervision & extinguishing techniques**	**Time of year for burning**	**Frequency** (years)
MZ1	Ecological burns should be carried out at an interval of 12 to 40 years with the majority of cycles within 12 to 25 years. Some intervals at the higher end of this range (i.e. greater than 25 years) are desirable. Crown fires should not occur at the lower end of this range Burns should be in a 'mosaic' pattern. One burn unit every 12-18 year frequency, subject to seasonal ability to conduct burns and any wildfire events (refer to *Figure 6 Ecological burn units; Rickards Road biobank*, dated 28/04/2017).	Suitably experienced organisations such as the Rural Fire Service to be engaged to supervise preparation of burn area, undertake burn and extinguish. Extinguishing techniques as applicable which may include containment lines comprising of exiting management trails, back burned areas or wet lines.	July-October	From first payment date. Each burn unit will be burnt every 6 years resulting in an average 18 year frequency. If a wildfire or hazard reduction burn occurs, any subsequent planned burn may only be undertaken in that area after 18 years from the date of the preceding fire.

Methods for monitoring the outcomes of ecological burns

Management zone/s	**Method of monitoring**	**Date/s required**
MZ1	Recording the date and intensity of fire, area burnt during fire, any canopy scorched and percentage of leaf litter remaining. Visual monitoring of all zones is required to be undertaken by an appropriately qualified bush regenerator. The monitoring is to provide: • A general description of the vegetation structure and species composition within the zone, • An interpretation of the ecological outcomes of previous fires (either planned or unplanned) within the zone, and • A recommendation on the timing and location for future planned ecological burns within the zone (or for other zones). • Also, a written and photographic report for plots relating to plant species and cover abundance starting 12 months	After each ecological burn event or other fire event (planned or wildfire).

	post fire. Monitoring of a subset of the threatened plant species should occur as part of the annual monitoring program and in response to activities such as ecological burning. The results of the monitoring are to be recorded in the 'Template for reporting of monitoring activities'.	

Other fire management activities (where required)

All plot markers are to be maintained in the same position. If noted to have been damaged or disturbed during or by undertaking any ecological burns, they must be replaced.

Existing vegetation of the site is as per *Figure 2 Vegetation zones; Rickards Road biobank*, dated 28/04/2017.

Template for reporting of monitoring activities

Management zone/s	Date	Observations and assessment of monitoring

Diary template for fire management activities

Date	Management zone/s	Description of activity undertaken or observation made	Minor variations (details and reasons)

Section 4: Additional management plans

Management plan to control feral and overabundant native herbivores

The management plan for feral and overabundant native herbivores includes information on the management requirements for the feral and overabundant native herbivores at the biobank site listed in the 'Feral and overabundant native herbivores' table. The possible methods of control for each species, used by OEH and other pest management programs, are listed and the suitability of each method is described in the 'Methods considered' table.

The landowner must carry out the methods for control for feral and overabundant native herbivores for each management zone according to the method and frequency as described in the 'Methods for control' table. The methods of control applied to the feral or overabundant native herbivores listed in the 'Feral or overabundant native herbivores' table as well as any other feral or overabundant herbivores that may be present on the site from time to time.

Monitoring and inspections of existing and new feral and overabundant herbivores at the biobank site as described in the 'Monitoring and inspections' table must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of the monitoring activities. The landowners must complete the table titled 'Diary template for feral and overabundant herbivore management' to record the management actions undertaken including any minor variations or observations made.

Feral and overabundant native herbivores

Feral type	Name of feral/overabundant native herbivore	Description of extent	Management zone/s
A	Rabbit (*Oryctolagus cuniculus*)	No evidence recorded, potentially present in all zones.	All zones

Methods considered

Feral type	Name and description of program or method	Describe suitability
A	Pindone poison baits.	Effective means of controlling rabbits and foxes.
A	Warren destruction and burrow fumigation.	Appropriate where active warrens identified.

Methods of control

Management zone/s	Feral type	Method of control	Frequency and timing
All	A	Warren destruction as necessary. Can take place regardless of timing of rabbit control undertaken.	As required.

Monitoring and inspections

Management zone/s	Feral type/s	Method of monitoring	Date/s required
All	A	The monitoring is to comprise a regular walk over of the site (at least once every six months) and a visual estimate of the level of grazing, browsing and/or burrowing impacts. The level of impact is to be recorded as negligible, minimal, moderate or high. The monitoring is to also include recording the number and location of any tracks, traces or sightings of feral or overabundant native herbivores. This information is to be used in the feral or overabundant native herbivore pest management plan to inform the methods of control listed in that plan. Monitoring of a subset of the threatened plant species should occur as part of the annual monitoring program.	Every six months from Year 1.

Other management activities (where required)

Plot marker posts are to be maintained or replaced where feral or overabundant native herbivores may have interfered with or damaged posts.

Template for reporting of monitoring activities

Management zone/s	**Date**	**Current level of impact on vegetation** This column must record impact as Negligible, Minimal, Moderate or High	**Observations and assessment of monitoring**

Diary template for feral and overabundant herbivore management

Date of activity	**Management zone/s**	**Description and type of activity undertaken** This column must include details of the feral and overabundant herbivores targeted, control techniques applied and numbers controlled.	**Minor variations** (details and reasons)

Vertebrate pest management plan

The management plan for vertebrate pests includes information on the vertebrate pests and their extent existing at the time of the agreement as listed in the 'Vertebrate pests' table. The possible methods of control for each species, used by OEH and other pest management programs are listed and the suitability of each method to the biobank site is described in the 'Methods considered' table.

The landowner must carry out the methods for vertebrate pest control for each management zone according to the method and frequency described in the 'Methods of control' table, The methods of control will apply to the vertebrate pests listed in the 'Vertebrate pests' table as well as any other vertebrate pests that may be present on the site from time to time.

Monitoring and inspections of existing and new vertebrate pests on the biobank site, as described in the 'Monitoring and inspections' table, must be implemented.

The table titled 'Template for reporting of monitoring activities' must be completed to record observations during the implementation of the plan and assessment of monitoring activities. The landowner must also complete the 'Diary template for vertebrate pest management' to record the management actions undertaken, including any minor variations, and observations made.

Vertebrate pests

Pest	**Name of vertebrate pest** (e.g. pig, fox, goat, dog)	**Description of extent**	**Management zone/s**
A	Fox (*Vulpes vulpes)*	No evidence recorded, potentially present in all zones.	All

Methods considered

Pest type	**Name and description of program or method**	**Describe suitability**
A	Opportunistic shooting. Shooting can be undertaken if significant numbers of animals build up or more opportunistically when target species seen passing through site.	Not suitable or permitted in an urban environment
A	Baiting (in conjunction with broader control programs and den fumigation (as required).	For such a small biobank site, baiting is not considered effective unless undertaken in conjunction with a regional baiting program with NPWS. Baiting at the landscape scale is required to more appropriately manage this vertebrate pest.

Methods of control

Management zone/s	**Pest type**	**Method of control**	**Frequency and timing**
All	A	Opportunistic destruction of breeding dens.	Ongoing/As required
All	A	Baiting (in conjunction with broader control programs, and den fumigation (as required).	Ongoing/As required

Monitoring and inspections of existing and new vertebrate pests

Management zone/s	Pest type/s	Method of monitoring	Date/s required
All	A	Monitoring of vertebrate pest activity is to comprise regular nocturnal walkovers (at least once every three months) of the site to determine levels of activity. The level of activity is to be recorded as negligible, minimal, moderate or high. Monitoring is also to include the number, date and location of any animals shot, dens destroyed or baits taken. The monitoring will also include recording the number and location of any tracks, traces or sightings of foxes. This information is to be used in the vertebrate pest management plan to inform the methods of control listed in that plan.	Every six months from Year 1.

Other management activities (where required)

Plot marker posts are to be maintained or replaced where vertebrate pests may have interfered or damaged posts.

Template for reporting of monitoring activities

Management zone/s	**Date**	**Current level of impact on vegetation or threatened fauna species** This column must record impact as Negligible, Minimal, Moderate or High	**Observations and assessment of monitoring**

Diary template for vertebrate pest management

Date of activity	**Management zone/s**	**Description and type of activity undertaken** This column must include details of the vertebrate pests targeted, control techniques applied and numbers controlled.	**Minor variations** (details and reasons)

Annexure D: Monitoring, reporting and record keeping requirements

This Annexure D, together with Annexure C, is approved as a property management plan prepared by the landowner under the section 113B of the *Threatened Species Conservation Act 1995.*

1 Monitoring requirements

1.1 The landowner must ensure that photographs are taken at photo-points at each of the locations and in the direction identified in the table below titled 'Locations of photo points' within 12 months of the commencement date and then at least every 12 months thereafter.

1.2 The photo points are identified on the map entitled Figure 4 Photo points; Rickards Road biobank dated 28/04/2017 in Annexure A of this agreement. The purpose of the photographs is to show changes over time. Photographs should be taken at approximately the same direction, location, height and time of day (during daylight hours) in each reporting period (as defined in item 2.2 of this Annexure D) and retained for the life of this agreement. All photographs must be dated, stating the direction in which they were taken and identified with their locations.

Locations of photo points			
Projected coordinate system: MGA 56			
Photo point reference	Easting	Northing	Direction of photo (magnetic degrees)
BB01	285376	6274609	40
BB02	285807	6274435	5
BB03	285603	6274531	20

1.3 An inspection of the biobank site must be undertaken by, or on behalf of, the landowner in accordance with the table 'Site inspection and monitoring schedule' below, for the purposes specified in column A and at the relevant interval specified in column B. The inspections are to occur at the intervals indicated starting from the commencement date. The inspections are additional to any inspections and monitoring required by Annexure C.

Site inspection and monitoring schedule	
A. Purpose	**B. Interval**
The percentage of ground cover present on the biobank site for the purposes of item 1.1 of Section 1 of Annexure C.	Every 12 months
Number of stock and date/s when stock have entered the management zones on the biobank site.	Every 3 months

Physical condition of fencing and gates to determine whether they are maintained to a standard that can: • control the movement of stock if required under item 1 in Section 1of Annexure C • control human disturbance if required under item 4 in Section 1 of Annexure C • control the movement of feral and overabundant native herbivores if required under item 10 of Section 2 • control vertebrate pests if required under item 11 of Section 2	Every 12 months
Records of any human disturbance on the biobank site. Note: items 4.1 and 4.2 in Section 1 of Annexure C and clause 2 of this agreement place restrictions on human activities on the biobank site.	Every 6 months
Evidence of erosion. Note: item 8 in Section 1 of Annexure C contains requirements for erosion control.	Every 6 months
Evidence of waste. Note: item 4.4 in Section 1 of Annexure C contains requirements for storing and disposing of waste on the biobank site.	Every 6 months

2 Reporting requirements – annual report

2.1 The landowner must complete and submit to the Chief Executive for approval an annual report using the annual reporting template provided in this Annexure or, if the Chief Executive has approved an amended version of the annual reporting template after the date of this agreement, such an amended version of the annual reporting template as has been approved by the Chief Executive from time to time and supplied to the landowner.

2.2 An annual report must be prepared for each reporting period. A reporting period means:

2.2.1 prior to the first payment date, the period of 12 months after the commencement date, and each subsequent period of 12 months

2.2.2 after the first payment date, the period of 12 months after that date, and each subsequent period of 12 months.

The annual report submitted after the first anniversary of the first payment date must also include the period between the last anniversary of commencement date and the first payment date.

2.3 The annual report for the report period must be supplied to the Chief Executive by registered post not later than 30 days after the end of each reporting period.

2.4 If there is a change in land ownership during a reporting period, each landowner must submit the annual report required under items 1.2, 1.3 and 1.4 of this Annexure D for the period for which they were the landowner.

2.5 The annual report must:

2.5.1 contain the results of any monitoring, inspections or surveys required in Annexure C

2.5.2 contain the results of the inspections required to be conducted by item 1.2 of this annexure D, including details of the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection

2.5.3 include the photographs taken at the photo points listed in Annexure D

2.5.4 include any other information required in the annual reporting template.

Annual reporting template

Biobank site annual report

Location details

Biobanking agreement ID: Reporting date:	Name of landowner/s: Property address:

Records of management actions undertaken

Management action	**Required completion time and frequency**	**Action completed (Yes/No)**	**Actual completion date/s**	**Description of actions undertaken** (including where undertaken (including reference to management zones), any variations and the reasons for variation)	**Visual observations and other comments** (including reasons for non-completion)
1 Management of grazing for conservation					
2 Weed control					
3 Management of fire for conservation					
4 Management of human disturbance					
5 Retention of native vegetation					
6 Planting or seeding					
7 Retention of dead timber					

8 Erosion control					
9 Retention of rocks					
10 Control of feral and overabundant native herbivores					
11 Vertebrate pest management					
12 Nutrient control					
13 Control of exotic fish species					
14 Maintenance or reintroduction of natural flow regimes					

Incident or event that has adverse effect on biodiversity values on biobank site

Incident or event including adverse impacts (e.g. natural events)	**Action taken and proposed recommended actions**

Records submitted with this report

☐ Photographs taken at the photo points set in the biobanking agreement.

☐ Results of the inspections required to be conducted in item 1.3 of Annexure D to the biobanking agreement.

☐ Results of any monitoring, inspections or surveys required in Annexures C and D to the biobanking agreement.

Signature and certification	
I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under item 2 of the Annexure D to the biobanking agreement. Note: If the land that forms the biobank site is owned by multiple persons, each landowner must sign this annual report.	
Signed	Signed
Date	Date

3 Record keeping requirements

3.1 The following written records and photographs must be created and retained by the landowner:

3.1.1 for a management action required by this agreement (other than a management action requiring the landowner to refrain from an activity), the date and location/s the management action was carried out and a description of the actions that were undertaken

3.1.2 for a management action which is permitted to be carried out only in accordance with the Chief Executive's consent or approval, a copy of that consent or approval

3.1.3 a copy of any management plan (or updated management plan) required by Annexure C of this agreement that has been approved by the Chief Executive, a copy of the Chief Executive's approval of the management plan (or updated management plan) and a copy of any review of a management plan required by Annexure C

3.1.4 the diaries for recording actions undertaken in accordance with the management plans required by this agreement including the details (management zone/s, date, alternative action) of any minor alterations made to the implementation of those management plans and the reasons for the minor alterations

3.1.5 all photographs required by item 1 of this Annexure D and the information that item requires to be recorded on the photographs

3.1.6 for an inspection required by this agreement, the date, time, location and nature of the inspection, the name of the person conducting the inspection and observations from the inspection

3.1.7 the results of monitoring, inspections or surveys required to be conducted by this agreement or any management plan that is required to be implemented under this agreement

3.1.8 a brief description of any climatic, weather, ecological/environmental or unplanned events that have a significant adverse affect on the biodiversity values of the biobank site.

3.2 The landowner must retain a copy of each annual report.

3.3 All records required to be kept by this agreement must be:

3.3.1 in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs taken as part of this agreement);

3.3.2 kept for at least 10 years after the event to which they relate took place, unless specified otherwise; and

Note: item 1.1 of this Annexure D requires the photographs required to be taken under that item to be retained for the life of this agreement.

3.3.3 produced to any authorised officer on request by an authorised officer.

Annexure E: Payment schedule

Note:

If, by participating in the BioBanking Scheme, you are carrying on an ‘enterprise’, and your annual income for management actions meets or exceed $75,000 (or $150,000 for a non-profit organisation) you are required to register for GST.

‘Enterprise’ has a broad definition, and includes activities that are in the form of a business, or in the form of a concern in the nature of trade. Item 1 below assumes you are carrying on an enterprise.

If you are not carrying on an enterprise by participating in the BioBanking Scheme, GST will not apply to you – but Capital Gains Tax and income tax may still apply. In this case, do not indicate an ABN in item 1.1 below.

If you do not meet the monetary threshold, but you are carrying on an enterprise by participating in the BioBanking Scheme, you are still entitled to register for GST if you wish and you may indicate a registered ABN in item 1.1 below.

1 Agreement to issue recipient created tax invoices

1.1 The parties acknowledge that, if the landowner is registered for GST, recipient created tax invoices will be issued from the BioBanking Trust Fund (Australian Business Number 83 639 386 285) to the landowner.

1.2 The recipient created tax invoices will be for the supply by the landowner of the landowner’s obligation to carry out the management actions as defined in this agreement (‘the supplies’). These management actions are specified between the landowner and the Minister administering the Act, pursuant to Part 7A Division 2 of the Act.

1.3 The recipient created tax invoices will be issued on payment of the management payments as specified in item 2 of this Annexure E.

1.4 Under this recipient created tax invoice agreement, the landowner guarantees that the landowner will not issue any tax invoice for the supplies.

1.5 The landowner will notify the BioBanking Trust Fund immediately should the landowner cease to be registered for GST.

1.6 The BioBanking Trust Fund is registered for GST and the Minister will notify the landowner immediately should the fund cease to be registered.

2 Payment timing and amount

2.1 Subject to clause 12 of the agreement, the Minister is to direct the Fund Manager to make the management payments to the landowner in accordance with the payment schedules and the requirements of items 2, 3 and 4 of this Annexure E.

2.2 The first year of the payment timing, as set out in the payment schedules, commences from the first payment date.

2.3 The amount of the scheduled management payment for each year is as set out in the payment schedules.

2.4 Each amount is listed in the present value and is inclusive of GST for GST registered landowners and will be increased in accordance with the formula below:

In respect of indexation by CPI the following applies:

Each amount of the management payment is to be adjusted by movements in the CPI in accordance with the formula below (provided that, at all times, each instalment of the management payment is never less than its nominal dollar value as set out in the payment schedules and as at the date of this agreement).

$$\frac{A \times B}{C}$$

Where:

CPI means the published Consumer Price Index (Sydney - All Groups), or if that index is no longer published, then any other index which, in the reasonable opinion of the Minister, is a similar index

A is the dollar value ($) of the management payment amounts as set out in the Payment Schedules prior to indexation by CPI

B is the most recent June Quarter CPI prior to the date that payment is due to be made

C is the CPI for the June Quarter 2018

2.5 Payment schedules

Payment schedule (excluding GST)	
Payment timing	**Amount**
At the beginning of the first year	$37,275
At the beginning of the second year	$23,915
At the beginning of the third year	$23,915
At the beginning of the fourth year	$14,915
At the beginning of the fifth year	$23,625
At the beginning of the sixth year	$14,915
At the beginning of the seventh year	$14,915
At the beginning of the eighth year	$14,915
At the beginning of the ninth year	$14,915
At the beginning of the tenth year	$33,625
At the beginning of the eleventh year	$14,915
At the beginning of the twelfth year	$14,915
At the beginning of the thirteenth year	$14,915

At the beginning of the fourteenth year	$14,915
At the beginning of the fifteenth year	$23,625
At the beginning of the sixteenth year	$14,915
At the beginning of the seventeenth year	$14,915
At the beginning of the eighteenth year	$14,915
At the beginning of the nineteenth year	$14,915
At the beginning of the twentieth year	$23,625
At the beginning of each following year	Amount equal to the sum of the in-perpetuity management cost that apply for each following year as determined by the table of in perpetuity costs below.

In perpetuity management costs (on and from the twenty-first year) (excluding GST and subject to rate of return)

Description of ongoing management action	**Frequency**	**Amount ($)**
External chainwire fence maintenance (0.75 km, @ 1/20th replacement cost)	The twenty first year and every year thereafter	485
Internatal three strand wire fence maintenance (0.45 km @1/20th replacement cost)	The twenty first year and every year thereafter	180
Replacement of Biobank signs (x 6 @ $35)	The twenty fifth year and every five years thereafter	210
Gate maintenance (2 @ $250/gate)	The twenty fifth year and every five years thereafter	5,000
Ecological burns (every 12yrs with up to 100% area burnt) (Payment to RFS)	The twenty second year and every twelve years thereafter	10,000
Secondary/Maintenance Yrs 4 onwards (3pp x 6 days)	The twenty fourth year and every year thereafter	9,000
Control of feral herbivores (rabbits) (if and as required)	The twenty first year and every year thereafter	1,000
Vertebrate Pest Control (Foxes) (if and as required)	The twenty first year and every year thereafter	250
Other ongoing recurring costs		
Annual reporting fee	The twenty first year and every year thereafter	1,500
Council rates (10% of $5,000 per annum pro rata)	The twenty first year and every year thereafter	500
Insurance Premiums (Public liability, fences, equipment)	The twenty first year and every year	500

	thereafter	
Periodic review of Management Plan	The twenty fifth year and every five years thereafter	3,500
Annual Reporting	The twenty first year and every year thereafter	2,500
Business Management expenses (Admin, accounting)	The twenty first year and every year thereafter	500
Total present value of payments after 20 years (excl. GST)	$260,156	

3 Nominated bank account

3.1 The management payments will be paid into a bank account as nominated by the landowner in accordance with the requirements of this item 3 (‘**the Nominated Bank Account**’).

3.2 The landowner must provide the Fund Manager with details in writing of the nominated bank account within 14 days of the commencement date.

3.3 Where there is more than one owner of the biobank site, the notice to be provided in accordance with item 3.2 above must be signed by all owners of the biobank site.

3.4 The landowner must notify the Fund Manager in writing within 14 days of any change to the nominated bank account. This notice must include new bank account information and the written consent of all owners of the biobank site.

4 Annual contribution

4.1 The landowner authorises the Minister to retain the annual contribution from each management payment made to the landowner.

4.2 The Minister will, following each management payment, issue the landowner with an invoice confirming that the annual contribution has been deducted from the relevant management payment.

4.3 As contemplated by clause 18 of the BioBanking Regulation, the Minister may waive the annual contribution where:

4.3.1 the owner of the biobank site has not sold any of the biodiversity credits created for the site, or

4.3.2 there are insufficient funds in the biobank site account relating to the biobank site to meet the next scheduled management payment when it becomes payable.

icare™ | HBCF

Certificate in respect of insurance for residential building work

Policy No: HBCF21073576 **Policy Date:** 02/12/2021

A contract of insurance complying with sections 92 and 96 of the ***Home Building Act 1989*** (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the ***State Insurance and Care Governance Act 2015***.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period
In respect of	New Single Dwelling Construction
Description of construction as advised by builder^	New single dwelling with attached double garage
At	Lot 32 132-150 Rickards Road Castlereagh New South Wales 2749
Site plan number^	NA
Site plan type^	NA
Homeowner	Simon Steven MOUJALLI & Monriatt MOUJALLI & Alexis STAVROU
Carried out by	EDEN BRAE HOLDINGS PTY LTD
Licence number	120300C
Builder job number^	0026180/014
Contract amount^	$415,389.00
Contract date^	30/11/2021
Premium paid	$2,433.76
Cost of additional products or services under contract	Nil - no additional services
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	$2,918.08

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is $340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than $340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF21073576 **Issued on:** 02/12/2021

Nathan Agius, General Manager, General Lines Underwriting
Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

IMPORTANT NOTICE

This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

In making this determination the document has been digitally signed.

Digitally Signed

Ref: 8059951

Andrew Dean (BDC0087) - Date: 29/09/2023

The following are important facts relating to documents and files that have been digitally signed:

- **The use of digitally encrypted signatures has been introduced by Local Certification Services Pty Ltd because they provide greater security in verifying the authenticity of documents and files than conventional means of stamping.**
- **Digital signatures are issued and validated by an independent and legally recognised Certificate Authority.**
- **A valid digital signature verifies that the content of the document or file has not been altered since the digital signature was applied.**
- **The digital signature has been applied by the Registered Certifier that has approved the subject Development Certificate and verifies that the document or file was signed by the person to whom the digital signature was issued.**
- **A valid digital signature verifies that the file and the content of the entire document or file is the same as that issued by the Registered Certifier at the time of the Development Certificate was applied (i.e. not just the page on which it appears).**
- **Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.**
- **The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.**

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.

LOCAL

Partial Occupation Certificate

CERTIFICATE NUMBER: 8059951

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:

LOT: 32
DP: 1253417
150 RICKARDS ROAD
CASTLEREAGH
NSW 2749

DESCRIPTION OF WORK: SINGLE STOREY DWELLING

BUILDING CLASSIFICATION: 1a, 10a

LIMITATIONS AND / OR EXCLUSIONS:

Reference should be made to the outstanding matters identified in Local's correspondence dated 29/09/2023

In accordance with the procedure outlined in Section 39 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021, the application for this Occupation Certificate has been determined as **approved** for the **PARTIALLY COMPLETED** building. This Certificate relates to the occupation or use of the building.

In making this determination, I hereby certify that:

- The health and safety of the occupants of the building have been taken into consideration where an occupation certificate for a part of a new building (or partially completed buildng) is being issued.
- Development Consent No: DA22/0267 dated 28/07/2022 is in force with respect to the building.
- Construction Certificate No: 8059951- dated 27/10/2022 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- A fire safety certificate has been issued for the building (where a fire safety schedule is required under Part 10).
- A report from the Fire Commissioner has been considered (if required).

It is a condition of the issue of this certificate that an Occupation Certificate must be obtained for the WHOLE of the building within 5 years of the issue date of this certificate.

DOCUMENTS ACCOMPANYING THE APPLICATION:

Certificate of Insulation
Pest Control Certificate
Plumbing & Drainage Certificate
Stormwater Drainage Diagram
Manufacturers Certificate for Glazing (Shower Screens)
Smoke Alarm Installation Certificate
Stormwater Certification
Waterproofing Installation Certificate
Manufacturers Certificate for Glazing (Windows)
Final Identification Survey
Certificate of Structural Adequacy for Piers & Slab
Certificate of Installation of BASIX Requirements
Manufacturers Certificate for Glazing (Windows & Doors) - BAL Compliance
Approval to Operate a System of Sewage Management
OSSM System Inspection Report
Record of Critical Stage Inspections

Certificate Issued By:
Andrew Dean
BDC0087

29 Sep 2023
Date of Certificate

Digitally Signed
Ref: 8059951
Andrew Dean (BDC0087) - Date: 29/09/2023

LOCAL

P.O. Box 7321
BAULKHAM HILLS NSW 2153
P: 1300 368 534
F: 02 9836 5722
E: info@localgroup.com.au

RECORD OF CRITICAL STAGE INSPECTIONS

Development Consent Number: DA22/0267

Development Certificate Number: 8059951

Our Reference: 8059951

Subject Land:
Lot: 32 D.P.: 1253417
150 Rickards Road
CASTLEREAGH NSW 2749

In accordance with the requirements of Section 63 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Section 61 of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

SCHEDULE "A"

Date of Activity	Type of Activity	Result	Registered Certifier
8/12/2022	Commencement	Satisfactory (Minor issues) ---> Issues Resolved	Mitchell Dean BDC2300
8/12/2022	Pier Inspection	Satisfactory (Minor issues) ---> Issues Resolved	Mitchell Dean BDC2300
21/12/2022	Slab Inspection	Satisfactory (Minor issues) ---> Issues Resolved	Mitchell Dean BDC2300
10/01/2023	Stormwater Inspection	Satisfactory	Mitchell Dean BDC2300
1/05/2023	Framework Inspection	Satisfactory	Mitchell Dean BDC2300
25/05/2023	Wet Area Inspection	Satisfactory	Mitchell Dean BDC2300
20/09/2023	Final Inspection	Defective	Andrew Dean BDC0087
29/09/2023	File Review (Inspection Issues)	Satisfactory (Minor issues) ---> Issues Resolved	Andrew Dean BDC0087
29/09/2023	Reinspection (Final Inspection)	Satisfactory (Certificate Required)	Andrew Dean BDC0087

Certificate Issued By:
Andrew Dean
Registered Certifier
BDC0087

Digitally Signed
Ref: 8059951
Andrew Dean (BDC0087) - Date: 29/09/2023

IMPORTANT NOTICE

This document has been digitally signed

This document has been approved as part of a Development Certificate issued in accordance with the provisions of the Environmental Planning and Assessment Act, 1979 (as amended).

In making this determination the document has been digitally signed.

Digitally Signed

Ref: 8059951

Andrew Dean (BDC0087) - Date: 17/11/2023

The following are important facts relating to documents and files that have been digitally signed:

- **The use of digitally encrypted signatures has been introduced by Local Certification Services Pty Ltd because they provide greater security in verifying the authenticity of documents and files than conventional means of stamping.**
- **Digital signatures are issued and validated by an independent and legally recognised Certificate Authority.**
- **A valid digital signature verifies that the content of the document or file has not been altered since the digital signature was applied.**
- **The digital signature has been applied by the Registered Certifier that has approved the subject Development Certificate and verifies that the document or file was signed by the person to whom the digital signature was issued.**
- **A valid digital signature verifies that the file and the content of the entire document or file is the same as that issued by the Registered Certifier at the time of the Development Certificate was applied (i.e. not just the page on which it appears).**
- **Any alteration of the document or file that carries this digital signature will render this document or file invalid and the signatory to this document or file must be contacted personally in order to obtain a replacement copy. The replacement of a digitally signed document may incur an additional fee.**
- **The digital signature can be validated by most popular PDF document readers. If you have problems verifying signatures please check that in your pdf reader preferences that you allow it to trust root certificates installed in Windows to verify digital signatures. Some pdf readers only trust certificates issued by their own certificate authority as a default setting.**

Should you require any additional information in relation to the use of the digital signatures and this Development Certificate or any related documents please contact Local Certification Services Pty Ltd on Ph: 1300 368 534 during regular business hours on weekdays.

LOCAL

Occupation Certificate

CERTIFICATE NUMBER: 8059951

Issued under the Environmental Planning and Assessment Act 1979

SUBJECT LAND:

LOT: 32
DP: 1253417
150 RICKARDS ROAD
CASTLEREAGH
NSW 2749

DESCRIPTION OF WORK: SINGLE STOREY DWELLING

BUILDING CLASSIFICATION: 1a, 10a

LIMITATIONS AND / OR EXCLUSIONS:

In accordance with the procedure outlined in Section 39 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021, the application for this Occupation Certificate has been determined as **approved** for the **WHOLE** building. This Certificate relates to the occupation or use of the building.

In making this determination, I hereby certify that:

- Development Consent No: DA22/0267 dated 28/07/2022 is in force with respect to the building.
- Construction Certificate No: 8059951- dated 27/10/2022 has been issued with respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
- A fire safety certificate has been issued for the building (if a fire safety schedule is required under Part 10), and.
- A report from the Fire Commissioner has been considered (if required).

DOCUMENTS ACCOMPANYING THE APPLICATION:

Certificate of Structural Adequacy for Piers & Slab
Certificate of Insulation
Pest Control Certificate
Plumbing & Drainage Certificate
Stormwater Drainage Diagram
Manufacturers Certificate for Glazing (Shower Screens)
Smoke Alarm Installation Certificate
Stormwater Certification
Waterproofing Installation Certificate
Manufacturers Certificate for Glazing (Windows)
Final Identification Survey
Certificate of Installation of BASIX Requirements
Manufacturers Certificate for Glazing (Windows & Doors) -
BAL Compliance
Approval to Operate a System of Sewage Management
OSSM System Inspection Report
Record of Critical Stage Inspections
Vegetation Management Works Report

Certificate Issued By:

Andrew Dean

BDC0087

17 Nov 2023

Date of Certificate

Digitally Signed
Ref: 8059951
Andrew Dean (BDC0087) - Date: 17/11/2023

Doc ID: 4CDD9D7

LOCAL

P.O. Box 7321
BAULKHAM HILLS NSW 2153
P: 1300 368 534
F: 02 9836 5722
E: info@localgroup.com.au

RECORD OF CRITICAL STAGE INSPECTIONS

Development Consent Number: DA22/0267

Development Certificate Number: 8059951

Our Reference: 8059951

Subject Land:
Lot: 32 D.P.: 1253417
150 Rickards Road
CASTLEREAGH NSW 2749

In accordance with the requirements of Section 63 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021, this document is to serve as a record of the "critical stage inspections" carried out in relation to the development. Schedule "A" includes all inspections referred to in Section 61 of the Regulations.

This documentation is to accompany any Occupation Certificate issued in relation to this development but is not to be misconstrued as a Compliance Certificate. Should additional information be required in relation to this matter, please contact the undersigned during normal business hours.

SCHEDULE "A"

Date of Activity	Type of Activity	Result	Registered Certifier
8/12/2022	Commencement	Satisfactory (Minor issues) ---> Issues Resolved	Mitchell Dean BDC2300
8/12/2022	Pier Inspection	Satisfactory (Minor issues) ---> Issues Resolved	Mitchell Dean BDC2300
21/12/2022	Slab Inspection	Satisfactory (Minor issues) ---> Issues Resolved	Mitchell Dean BDC2300
10/01/2023	Stormwater Inspection	Satisfactory	Mitchell Dean BDC2300
1/05/2023	Framework Inspection	Satisfactory	Mitchell Dean BDC2300
25/05/2023	Wet Area Inspection	Satisfactory	Mitchell Dean BDC2300
20/09/2023	Final Inspection	Defective ---> Issues Resolved	Andrew Dean BDC0087
29/09/2023	File Review (Inspection Issues)	Satisfactory (Minor issues) ---> Issues Resolved	Andrew Dean BDC0087
29/09/2023	Reinspection (Final Inspection)	Satisfactory (Certificate Required) ---> Issues Resolved	Andrew Dean BDC0087
14/11/2023	File Review (Final Inspection Issues)	Satisfactory	Andrew Dean BDC0087

Certificate Issued By:
Andrew Dean
Registered Certifier
BDC0087

Digitally Signed
Ref: 8059951
Andrew Dean (BDC0087) - Date: 17/11/2023

OSSM0029/22
(02) 4732 8055

05 December 2022

Honriatt Moujalli & Alexis Stavrou & Simon Moujalli
9 Mcalister Parade
MARSDEN PARK NSW 2765

Dear Honriatt Moujalli
Alexis Stavrou
Simon Moujalli

Approval to Operate an On-Site Sewage Management System Renewal

Property: Lot 32 DP 1253417 , 150 Rickards Road CASTLEREAGH NSW 2749

The Local Government Act 1993 and Penrith City Council's On-site Sewage Management and Greywater Reuse (OSMGR) Policy requires all on-site sewage management systems to have an operational approval. The Policy provides provisions for the administration and monitoring of on-site sewage management systems within the City.

Please find attached a copy of your current operational approval. Based on the provisions of the OSMGR Policy, your operational approval is valid until 5 December 2025.

Why do I need an approval to operate and what happens if I don't comply?

Enclosed you will find an information postcard outlining what an approval to operate it, why all on-site sewage management system need one and what the penalties are if you don't comply.

Does Council need to inspect my system?

Council does not need to inspect your system at present. However should an inspection be required in the future, Council will contact you to make suitable arrangements.

What if I have any further questions?

Please visit Council's website (www.penrithcity.nsw.gov.au) for more information in relation to Council's On-Site Sewage Management Program. However should you have any questions relating to your approval, you may also wish to contact the Environmental Health Department on (02) 4732 8055 during normal business hours.

Yours faithfully

On behalf of the Manager
Environmental Health

APPROVAL TO OPERATE A SYSTEM OF SEWAGE MANAGEMENT

LOCAL GOVERNMENT (GENERAL) REGULATION 2005

Approval has been granted to:	Honriatt Moujalli Alexis Stavrou Simon Moujalli
For the operation of the Sewage Management System installed at:	Lot 32 DP 1253417 150 Rickards Road CASTLEREAGH NSW 2749
System type:	Aerated Wastewater Treatment Systems – with disposal to trench and/or bed
Approval Issue Date:	05 December 2022
Expiry Date of this Approval:	5 December 2025

THIS APPROVAL IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. This approval extends to concurrent owners and occupiers of the premises where the system is installed.

2. The owner must provide a copy of this approval to all current tenants and/or occupiers of the property that the approval relates.

3. Access must be provided to an authorised Council Officer to carry out inspections in accordance with sections 191 to 194 of the Local Government Act 1993, of any premises, facilities or records related to the operation of the on-site sewage management system.

4. No alterations or additions to the on-site sewage management system are permitted without the written approval of Council.

5. The system must be managed and operated to achieve the performance standards as set out in clause 44 of the Local Government (General) Regulation 2005. These are:

   i. the prevention of the spread of disease by micro-organisms,
   ii. the prevention of the spread of foul odours,
   iii. the prevention of the contamination of waters,
   iv. the prevention of the degradation of soil and vegetation,
   v. the discouragement of insects and vermin,
   vi. ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises concerned,
   vii. the minimisation of any adverse impacts on the amenity of the premises and surrounding lands.
   viii. if appropriate, provision for the re-use of resources (including nutrients, organic matter and water).

6. The system must be operated so as to allow the removal of any treated or untreated sewage or by-product of sewage in a safe and sanitary manner.

7. All wastewater generated on the property including greywater and blackwater is to be directed to the on-site sewage management system unless otherwise approved in writing by Penrith City Council.

8. The system must be operated and maintained in accordance with the relevant operating specifications and procedures for the component facilities, so as to allow disposal of treated sewage in a safe and sanitary manner.

9. The conditions of any certificate of accreditation issued by the Director-General of the Department of Health under the Local Government (General) Regulation 2005 in respect of the plans or designs for any components of the on-site sewage management system must be complied with.

10. All house drainage and sanitary plumbing shall be carried out in accordance with the requirements of the Plumbing and Drainage Act 2011 and the Plumbing Code of Australia.

11. All plumbing and drainage work shall be carried out by a licensed plumber and drainer.

12. Tank lids shall not be permanently covered. The join between the lid and the tank shall be exposed and remain sealed to ensure surface water cannot enter the tank.

13. The ground surrounding the tanks is to be graded and drained to prevent water ponding around the tanks.

14. The inspection holes/caps on the tanks are to be clear and easily accessible.

Effluent Disposal Requirements

15. The on-site sewage management system must be operated in a manner which must not discharge effluent into any watercourse or onto land other than its related effluent disposal area *(approved effluent disposal plan attached)****.***

16. The system shall be operated in such a way as to prevent any run-off of effluent from the effluent disposal area.

17. All stormwater and seepage from higher levels shall be diverted away from the effluent disposal area/s by a suitable drain or earth mound. Such drains/mounds shall be maintained in a satisfactory condition at all times.

18. Any wastes (inclusive of petroleum based products, biocides and acids) that have an adverse effect on the performance of the system shall not be discharged into the on-site sewage management system.

19. Liquid trade wastes are not to be discharged directly into the on-site sewage management system unless otherwise approved in writing by Penrith City Council.

20. Effluent from the on-site sewage management system is not to be used on fruit or vegetables grown for human consumption.

21. The effluent disposal area is not to be used for recreational purposes or vehicular access or storage.

22. No paths, concreting, garages or any other structure shall be constructed over any portion of the effluent disposal area.

23. The effluent disposal area is to be mown on a regular basis to ensure the system operates in a satisfactory manner.

24. Livestock are to be prevented from damaging the on-site sewage management system, including the associated effluent disposal area.

25. Should more than one effluent disposal area be used, the system must be installed to ensure that an effluent disposal area is available at all times.

System Servicing Requirements

26. The owner/occupier of the property where the system is located is to maintain an operator’s manual at the premises. A copy of the all quarterly and/or annual service report are to be kept with the manual at all times.

27. The owner/occupier of the property where the system is located shall enter into an annual service contract with the manufacturer, distributor or other person authorised (in writing) by Penrith City Council to service the aerated septic tank(s) every three (3) months (unless otherwise accredited by NSW Health) from the date of commissioning in the following manner:

    i. A service shall include a check on all mechanical, electrical and functioning parts of the aerated system including:

        - the chlorinator,
        - replenishment of the disinfectant,
        - the UV disinfection unit (only for systems that include UV units),
        - all pumps and switches,
        - the air blower, fan or air venturi,
        - the alarm system,
        - the effluent disposal area and irrigation spray outlets / sub-surface irrigation lines and filters,
        - the slime growth on the filter media, and
        - the operation of the sludge returns system.

    ii. The following field tests are to be carried out at every service:

        - free residual chlorine using DPD colorimetric or photometric method,
        - pH from a sample taken from the irrigation chamber,
        - dissolved oxygen from a sample taken from the final aeration or stilling chamber (although recommended) is optional.

    iii. On the yearly anniversary date of the commissioning of the system, an annual service of the system shall also be carried out which includes a check on the sludge accumulation in the septic tank (primary treatment tank) and the clarifier, where appropriate.

    iv. For systems which utilise the sewage treatment principle of activated sludge or contact aeration, a sludge bulking test, known as a SV30 Test, shall also be conducted on an annual basis. This test is to determine whether the accumulated sludge is bulking, indicating that the aeration compartment(s) will require desludging.

    v. On completion of each service, a service report sheet is to specify the general condition of the system, all service items, test results and any defects noted, the amount of chlorine compound provided, parts replaced (if applicable), the date the service was conducted and the technician’s name. A copy of the service report is to be:

- given to the property owner/occupier of the property, and
- forwarded to Penrith City Council within fourteen (14) days.

Each service agent shall provide a registered business office which, if unattended during business hours, is provided with a telephone answering device or service. A means of reporting a malfunction or breakdown outside normal business hours shall be available. In the event of a breakdown or malfunction, the service agent shall, within 24 hours of the breakdown or malfunction, ensure that temporary repairs are carried out to the aerated system to ensure continued operation of the system. This may necessitate provision of adequate spare parts and temporary replacement blowers and irrigation pumps where repairs cannot be completed on site.

Yours Faithfully

Lisa Hughes
Environmental Health

PENRITH
CITY COUNCIL

BUILDING INFORMATION CERTIFICATE

DETAILS OF THE APPLICANT

Name & Address	H Moujalli 150 Rickards Road CASTLEREAGH NSW 2749

DESCRIPTION OF THE BUILDING BEING CERTIFIED

Owner of the Building	H Moujalli, A Stavrou, S Moujalli
Classification of Building	10a (shed)
Whole/Part	Whole
If applicable, description of part	Not Applicable
Date of inspection of building or part	18 April 2024

DETAILS OF THE LAND TO BE DEVELOPED

Legal Description:	Lot 32 DP 1253417
Property Address:	150 Rickards Road CASTLEREAGH NSW 2749
Lease No. and type of holding (If Crown land)	Not Applicable

CERTIFICATION

Penrith City Council certifies that it is satisfied as to the matters specified in Section 6.25 (1) of the Environmental Planning and Assessment Act 1979. As a result of this Certificate being issued -

1.where a matter(s) exists or occurs before the date of this Certificate, Council will not:

- order the building to be repaired, demolished, altered, added to or rebuilt, or
- ask a court for an order or injunction that the building be repaired, demolished, altered, added to or rebuilt, or
- ask a court for an order in relation to any part of the building that extends onto land that is owned or controlled by Council except to ensure or promote adequate fire safety or fire safety awareness; and

2. where a matter(s) arises only from the deterioration of the building as a result of fair wear and tear, Council will not:

- order the building to be repaired, demolished, altered, added to or rebuilt, or
- ask a court for an order or injunction that the building be repaired, demolished, altered, added to rebuilt, or
- ask a court for an order in relation to any part of the building that extends onto land that is owned or controlled by Council

  for seven years from the date of this Certificate, except to ensure or promote adequate fire safety or fire safety awareness.

The following information was used by Council in its decision to issue this Certificate:

1. An original or duplicate copy of the Survey Report by Urbanex Surveyors Job No 21-2022 dated 25-03-2024

2. Other Certificates:

Document	***Prepared By***	***Date***
Structural engineers' certificate for shed	Cam Consulting	12-04-2022

Date of this Certificate 22 April 2024

SIGNATURE

Name Joe Vecchio

Signature J Vecchio