

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Southlands Estate Agents Shop 9/2, Birmingham Road, South Penrith, NSW 2750	phone: 02 4721 1111 ref: Ali Khanchedar
co-agent		
vendor		
vendor's solicitor		
date for completion	42nd day after the date of this contract	(clause 15)
land (address, plan details and title reference)	9 AVON PL WINDSOR DOWNS NSW 2756 Lot 1131 DEPOSITED PLAN 834695 Folio Identifier 1131/834695	
improvements	☐ VACANT POSSESSION ☒ subject to existing tenancies ☒ HOUSE ☒ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Swimming Pool	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☒ other documents: Swimming Pool Registration, Swimming Pool Compliance Certificate, Tenancy Agreement & others	

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: Shed, pool slide, skate ramp, dog kennels, caravan, fire place, sauna, play equipment, monkey bars.
exclusions	
purchaser	
purchaser's solicitor	
price deposit balance	_____ (10% of the price, unless otherwise stated)
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

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**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	Strata or community title (clause 23 of the contract)
☒ 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 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 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 <i>clearance certificate</i> ☐ 24 land tax certificate	☐ 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
Home Building Act 1989	Other
☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover	☐ 60
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	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

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

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

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

8 Vendor's rights and obligations

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

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
 - 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
 - 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
 - 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
 - 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
 - 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

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

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must serve a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must serve at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after service of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.
- 24 Tenancies**
- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must serve any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

9 AVON PL WINDSOR DOWNS NSW 2756

SECTION 66W CERTIFICATE

I, _____ of _____ certify as follows:

1. I am a Solicitor currently admitted to practise in New South Wales.
2. I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at _____, from _____ to _____ in order that there is no cooling off period in relation to that Contract.
3. I do not act for _____ and am not employed in the legal practice of a solicitor acting for _____ nor am I a member or employee of a firm of which a Solicitor acting for _____ is a member or employee.
4. I have explained to _____ :
 - (a) The effect of the Contract for the purchase of that property;
 - (b) The nature of this Certificate; and
 - (c) The effect of giving this Certificate to the vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated:

_____, Solicitor/Conveyancer

SPECIAL CONDITIONS

30. If either party is unable or unwilling to complete by the completion date, the other party shall be entitled at any time after the completion date to serve a Notice to Complete making the time for completion essential. Such a notice shall give not less than fourteen (14) days' notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties to be reasonable and sufficient to render the time for completion essential.
31. If the Purchaser shall not complete this purchase by the completion date, without default by the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance purchase money, an amount calculated as ten per cent (10%) per annum interest on the balance purchase money, computed at a daily rate from the day immediately after the completion date to the day on which this sale shall be completed.
32. Should the Vendor issue a Notice to Complete then the Purchaser will pay in addition to any other monies payable under this Contract the sum of Two Hundred and Seventy Five Dollars (\$275.00) to the Vendors solicitors on completion as compensation for additional legal expenses incurred by the Vendor for issuing such notice. This is an essential term of the Contract.
33. If the purchaser fails to effect settlement after appropriate arrangements have been made, the Purchaser shall allow to the Vendor on settlement the sum of Ninety Nine Dollars (\$99.00) for each instance.
34. In addition to the provisions contained in Condition 21 hereof, a notice or document shall be sufficiently served for the purpose of this Agreement if the notice or document is sent by facsimile transmission to a party or the Solicitor for a party and in any such case shall be deemed to be duly given or made when the transmission has been completed;

Except where

- (a) the sender's machine indicates a malfunction in transmission or the recipient immediately notifies the sender of an incomplete transmission, in which case the facsimile transmission shall be deemed not to have been given or made; or
 - (b) the time of dispatch is not before 5.00pm on a day on which business is generally carried on in the place to which such notice is sent, in which case the notice shall be deemed to have been received at the commencement of business on the next such day in that place.
35. Without in any manner negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein should either party (or any of them, if there being more than one) prior to completion:-

- (a) die or become mentally ill then the other party may rescind the within Agreement by notice in writing forwarded to the Solicitor named as the other party's Solicitor in this Agreement and thereupon the within Agreement shall be at an end and the provisions of Clause 19 shall apply,
 - (b) be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a Company resolve to go into liquidation or have a petition for the winding up of either party presented or enter into any scheme or arrangement with its creditors under Part 7 of the Companies Act, 1961 (as amended) or should any liquidator, receiver, or official manager be appointed in respect of either party, then that party shall be deemed to be in default hereunder.
36. The purchaser was not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all claims and expenses for the defence and determination of such a claim made against the vendor. This right continues after completion.
37. The subject property and all buildings, improvements, swimming pools and fencing erected thereon and all appurtenances thereto are sold and purchased in their present condition with any defects in regard to construction, state or repair or otherwise and the Purchaser acknowledges that he purchases the same relying on his own inspection, knowledge and enquiries and that he does not rely on any warranty or representation made to him by or on behalf of the Vendor. The Purchaser shall make no objection or claim for compensation regarding any such matter nor shall he call upon the Vendor to carry out any work whatsoever in relation to the subject property.
38. Notwithstanding that the deposit is stated to be less than ten per cent (10%) it is agreed that in the event that the Purchaser defaults hereunder in circumstances which entitle the Vendor to terminate the Contract and have the deposit forfeited to him pursuant to Clause 9 hereof the sum to be forfeited by the Purchaser to the Vendor as deposit shall be **Ten Per Cent (10%)** of the purchase price, and not any lesser sum.
39. The Purchaser acknowledges that in entering into this Agreement he does not rely upon any representation, specification or promise of any kind or description of whomsoever made specified or given other than those expressly contained herein.
40. Clause 16.5 is amended by deleting the words "plus another 20% of that fee".

41. Clause 16.8 is amended by deleting \$10.00 and substituting the sum of \$7.00.
42. The Purchaser acknowledges that in entering into this Agreement he does not rely upon any representation, specification or promise of any kind or description of whomsoever made specified or given other than those expressly contained herein.
43. The purchaser:
- (1) authorises the vendor to use all or part of the deposit as a deposit on a purchase by the vendor of a property and as duty on the Contract for the sale of land for that property;
 - (2) authorises the stakeholder to release all or part of the deposit for those purposes; and
 - (3) must give on request to the stakeholder a written authority to release all or part of the deposit.
44. Contract condition 23.14 is deleted and the purchaser agrees that the purchaser will obtain a Section 184 Certificate provide same to the vendor within their figures by no later than seven (7) days prior to completion. There is no adjustment for this fee at completion.
45. Provided the Vendor requires a Land tax adjustment:
- (a) For the land tax year current at the date of completion is due; and
 - (b) The Purchaser acknowledges that an adjustment for Land Tax will be required to be paid and adjusted for the property for the year current at complete which amount must be adjusted on the basis that it is paid on completion in accordance with Clause 14.
 - (c) No regard is to be had to the actual assessment when it issues however the Vendor will provide this as soon as it becomes available.
46. Christmas Holiday Period:
- (a) If the expiration of the cooling off period falls between 5:00 pm, Monday, 23rd December 2024, and Monday, 13 January 2025 then both parties at this moment agree the cooling off period will be extended to expire at 5:00pm on Tuesday, 14th January 2025.
 - (b) If the completion of the Contract for Sale ("the settlement date") falls between Monday 23rd December 2024 and Monday, 13 January 2025, then both parties hereby agree the settlement date will be Friday, 17th January 2025.
 - (c) Notwithstanding any other term or condition in this Contract if either party serves another party with a Notice to Complete between Monday, 23rd December, 2024 and Monday, 13th January, 2025 then both parties hereby agree that the notice is deemed to require completion by 31 January 2025.

47. The Parties agree that the Contract is amended as follows:

(a) Clause 1 | **Definitions**

Amend: '*Depositholder*', is the vendor, vendor's legal representative or agent as determined by the Vendor.

The Purchaser acknowledges and agrees that the deposit paid will be held in the Vendor's Legal Representative Trust Account.

48. Solar Panels:

The Purchaser acknowledges that there is an amount outstanding on the Solar Panels to Brighte Capital Pty Ltd. An Invoice will be issued to the Purchaser's Representative and a payment will be made on Settlement by the Vendor.

49. The Purchaser acknowledges that the property has Enviro-cycle System installed. No requisition, objection, or claim for compensation may be made in relation to the septic system installed at the Property.

50. Vendor Disclosure:

The Purchaser acknowledges and accepts that the property being 9 Avon Place, Windsor Downs NSW 2756 in Lot 1131 in Deposited Plan 834695 has had Clean Up Notices issued and a Remedial Action Plan dated 20th June 2023 issued and Court proceedings in place.

The Purchaser agrees and accepts that they have made their own enquiries with the relevant authorities and organisations in relation to the current Clean Up Notices and Remedial Action Plan dated 20th June 2023 and agree to remedy and make good the property at their own cost to comply with any orders and/or notices that are in place for 9 Avon Place, Windsor Downs NSW 2756.

The Purchaser acknowledges and agrees that they shall make no objection or claim for compensation regarding such matter nor shall they call upon the Vendor especially to carry out any work whatsoever in relation to the subject property.

The Purchaser acknowledges and accepts the property in its current state and condition and The Purchaser acknowledges and agrees that they may not make a claim, objection or requisition, or delay completion, or rescind, or terminate this Contract in relation to the said Notices and Remedial Action Plan currently in place.

“Special Condition 51: Aerated Wastewater Treatment System and Surface Irrigation

The Purchaser acknowledges that the Vendor will attend to the current Notice of Intention to Serve an Order in place by Hawkesbury City Council dated 6th December 2024 however once this has been completed, the Purchaser acknowledges that they will be responsible for the ongoing maintenance of this system once Settlement takes place.

The Purchaser acknowledges and agrees that they may not make a claim, objection or requisition, or delay completion, or rescind, or terminate this Contract in relation to the said Order”.



FOLIO: 1131/834695

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
28/11/2024	2:34 PM	9	29/6/2022

LAND

LOT 1131 IN DEPOSITED PLAN 834695

AT WINDSOR DOWNS

LOCAL GOVERNMENT AREA HAWKESBURY

PARISH OF ST MATTHEW COUNTY OF CUMBERLAND

TITLE DIAGRAM DP834695

FIRST SCHEDULE

TARA-LEE ELIZA HUGHES

ANDREW LLOYD HUGHES

AS JOINT TENANTS

(T AR187419)

SECOND SCHEDULE (5 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 EASEMENT(S) AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM CREATED BY:
V322378 EASEMENT FOR TRANSMISSION LINE 70 WIDE
0726917 EASEMENT V322378 VESTED IN NEW SOUTH WALES
ELECTRICITY TRANSMISSION AUTHORITY
- 3 Z389799 RESTRICTION(S) ON THE USE OF LAND
- 4 DP834695 RESTRICTION(S) ON THE USE OF LAND
- 5 AS260938 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

24012...

PRINTED ON 28/11/2024

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.



SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHOSED	ARC	RADIUS
1	10° 45'	98.73	100.02	180
2	31° 26' 30"	30.38	30° 41'	180
3	81° 17' 00"	14.16		
4	155° 06' 30"	34.65		40
5	160° 55' 00"	35.12		60
6	119° 05' 30"	50.35		60
7	77° 58' 30"	33.7		60
8	60° 24' 30"	2.61		60
9	59° 10' 00"	4		60

SCHEDULE of REFERENCE MARKS

No.	REFERENCE	TYPE
A	174, 271	S.S.M. 04-566
B	74, 18, 20*	G.I.P.
C	43, 231	CONC. BLOCK
J	270, 491	S.S.M. 84-559
K	339, 101	CONC. BLOCK
L	124, 101	S.S.M. 84-560 FD
M	270, 32	S.S.M. 84-560 FD
N	207, 30*	69-95

"5" EASEMENT FOR UNDERGROUND MAINS 25 WIDE AND VARIABLE WIDTH (D.P.805558).

DP 834695

Registered: DT 10.11.1993
c.a: N°90|91 OF 28.10.1993

Title System: TOPRENS

Purpose: SUBDIVISION

Ref. Map: U8261-1
U8275-7#
Last Plan: DP834694

LOT 1016 IN D.P.834694

Lengths are in metres. Reduced

Address	HAWKESBURY
City	
Locality:	WINDSOR DOWNS
Parish:	ST MATTHEW
County:	CUMBERLAND

This is sheet 1 of my plan in 4 sheets.
(Delete if inapplicable)

of ROSE ATKINS & ASSOC. P/L
140 SUNNYHOLT RD. BLACKTOWN.
A surveyor registered under the Surveyors Act 1929, hereby
certify that the survey represented in this plan is accurate, has
been made in accordance with the Survey Practice Regulation
6TH SEPTEMBER, 1993
1980 and was completed on

(Signature) A. A. A.
Surveyor registered under
the Surveyors Act 1828

PANEL FOR USE ONLY for statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT 1919 AS AMENDED
IT IS INTENDED TO CREATE-

1. EASEMENT TO DRAIN WATER 2-5' WIDE.
2. EASEMENT FOR SEWERAGE PURPOSES 1' WIDE.
3. EASEMENT FOR ELECTRICITY PURPOSES 2-75' WIDE.
4. EASEMENT FOR UNDERGROUND MAINS 1' WIDE.
5. RESTRICTION ON THE USE OF THE LAND.
6. RESTRICTION ON THE USE OF THE LAND.

IT IS INTENDED TO DEDICATE SANCTUARY DRIVE (20 WIDE, 25 WIDE & VARIABLE WIDTH), NUTWOOD

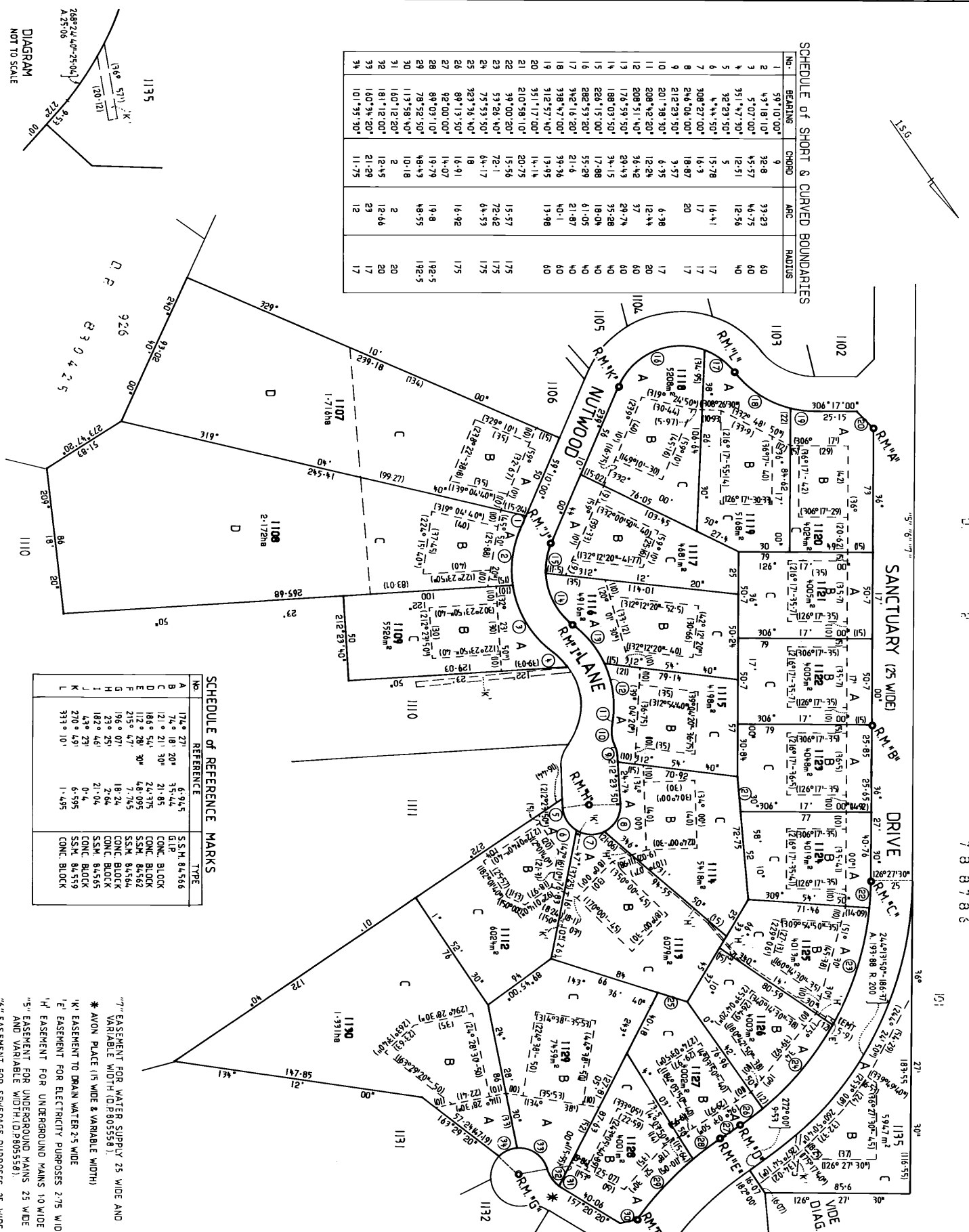
LANE 20 WIDE & VARIABLE WIDTH, AVON PLATE
(15 WIDE & VARIABLE WIDTH) AND THE SPAY
CORNERS TO THE PUBLIC AS ROAD SUBJECT TO
EASEMENT FOR UNDERGROUND MAINS 25 WIDE
& VAR. WIDTH, EASEMENT FOR SEWERAGE
PURPOSES 25 WIDE & VAR. WIDTH, EASEMENT FOR
WATER SUPPLY 25 WIDE & VAR. WIDTH CREATED
IN DP 8005558.

~~CONFIDENTIAL~~

Y	O	3	7	A	4	A
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SCHEDULE OF SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	59°10'00"	9	39.23	60
2	43°18'10"	32.8	46.75	60
3	5°07'00"	45.57	60.00	60
4	351°47'30"	12.51	12.56	40
5	32°23'50"	15.78	16.41	17
6	44°45'50"	16.3	17	17
7	308°27'00"	18.87	17	17
8	246°06'00"	6.35	6.38	17
9	212°23'30"	3.57	12.44	20
10	201°38'30"	6.35	12.44	20
11	208°42'20"	12.24	29.74	60
12	208°51'40"	34.42	35.28	40
13	176°39'50"	29.43	18.04	40
14	188°03'50"	34.15	61.05	40
15	224°15'00"	17.88	21.4	40
16	282°53'20"	55.29	21.47	40
17	342°16'20"	21.4	40.1	60
18	338°47'00"	39.36	13.98	60
19	312°57'40"	13.49	14.1	20
20	351°17'00"	14.1	20.75	20
21	210°58'10"	15.56	72.62	175
22	39°00'20"	15.56	72.62	175
23	53°24'40"	72.1	64.53	175
24	75°33'50"	64.17	16.92	175
25	323°34'40"	18	19.8	192.5
26	89°13'50"	14.91	48.43	192.5
27	92°00'00"	14.07	10.18	20
28	89°03'10"	19.75	12.45	20
29	78°52'50"	48.43	21.48	20
30	113°58'40"	10.18	23	17
31	140°12'20"	2	11.75	17
32	181°12'00"	12.45	12	17
33	140°34'20"	21.48		
34	101°35'30"	11.75		



SCHEDULE OF REFERENCE MARKS

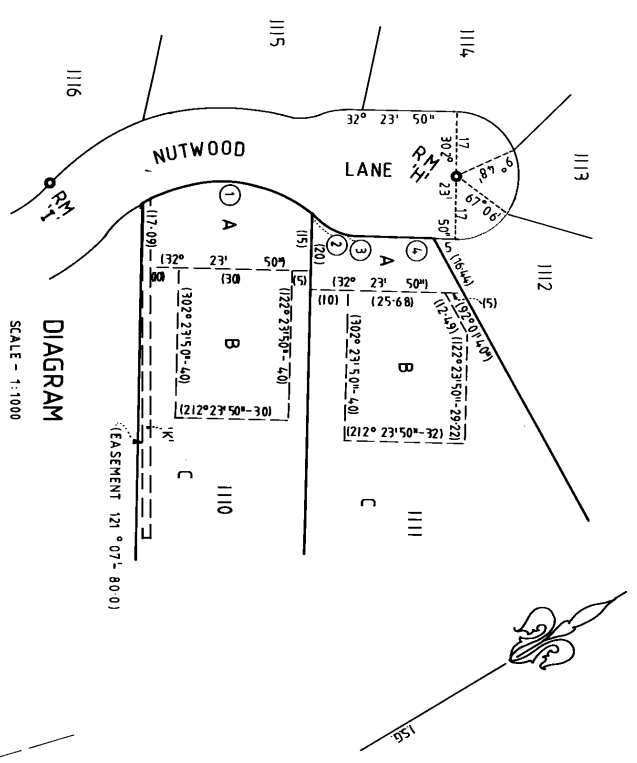
No.	REFERENCE	TYPE
A	174° 27'	S.S.M. 84.566
B	74° 18' 20"	G.P.
C	121° 21' 50"	CONC. BLOCK
D	186° 54' 50"	CONC. BLOCK
E	212° 28' 30"	S.S.M. 84.562
F	212° 47'	S.S.M. 84.564
G	196° 07'	CONC. BLOCK
H	212° 28'	CONC. BLOCK
I	182° 46'	S.S.M. 84.565
J	44° 23'	CONC. BLOCK
K	200° 49'	S.S.M. 84.559
L	331° 10'	CONC. BLOCK

Plan Drawing only to appear in this space

DP 034695
Registered: DT10.11.1993
This is sheet 2 of my plan in 1 sheets
dated 01th SEPTEMBER, 1993

Surveyor registered under Surveyors Act 1929
A. Oke
Council Clerk

For use where space is insufficient in any panel on Plan Form 2.
Reduction Ratio 1:1500
SURVEYOR'S REFERENCE: 10/130/11

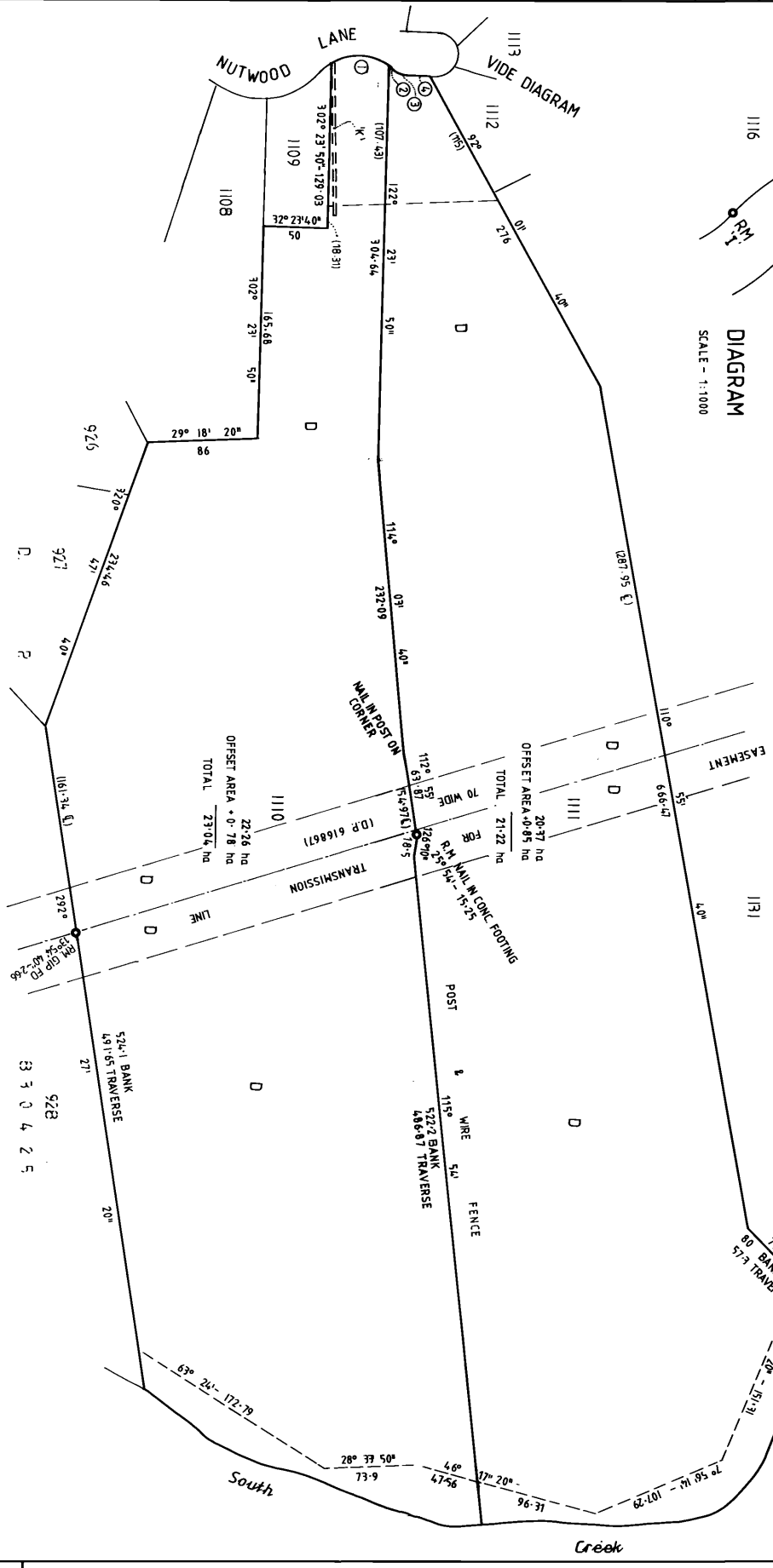


SCHEDULE of SHORT & CURVED BOUNDARIES

No.	BEARING	CHORD	ARC	RADIUS
1	35° 03' 20"	4.505	4.785	4.0
2	71° 15' 20"	2.69	2.69	4.0
3	52° 47' 30"	11.85	12.1	17
4	32° 23' 50"	19.17		

SCHEDULE of REFERENCE MARKS

No.	REFERENCE	TYPE
H	23° 25' 1"	2.64
I	182° 46'	21.04



DP 834695

Registered: 07/10/11, 1993

This is sheet 3 of 4, sheets dated 8TH SEPTEMBER, 1993

A. Alt

Surveyor registered under Surveyors Act 1929

This is sheet 3 of the plan of 4 sheets covered by my Certificate No. 200101 of 25 October 1993

J. R. Newby

Council Clerk

For use where space is insufficient in any panel on Plan Form 2.

Reduction Ratio 1: 2500

SURVEYOR'S REFERENCE: 10/130/11

DP 834695

Registered: DT 10/11/1993

This is a copy of the original plan as shown

0. Alt

Surveyor registered under Surveyors Act 1929

This is a plan of the land of the State of New South Wales, as shown in the plan, and is subject to the provisions of the Land Act 1933.

For use where space is insufficient in any panel on Plan Form 2

No.	BEARING	CHORD	ARC	RADIUS
1	74° 29' 20"	57.24	15	17
2	56° 05' 30"	14.52	28.33	17
3	34° 30' 40"	25.16	14.56	20
4	316° 20' 40"	14.33	14.56	20
5	337° 20' 20"	40.06	33.46	192.5
6	58° 02' 30"	39.42	33.46	192.5
7	43° 49' 10"	30.92	208.17	190
8	12° 25' 50"	197.92	208.17	190
9	338° 40' 40"	15.7	19.33	190
10	20° 42' 10"	10.18	19.33	190
11	272° 00'	4.54	11.3	167.5
12	252° 31' 50"	111.65	11.3	167.5
13	233° 40' 30"	27.31	201.35	170
14	189° 53' 20"	189.79	201.35	170
15	69° 16' 40"	6.33	19.33	190
16	11° 42' 40"	22.06	19.33	190
17	33° 35' 40"	20.63	19.33	190
18	2° 00'	16.07	82.99	190
19	31° 20' 40"	82.33	21.95	190
20	147° 10'	21.95	19.33	190
21	153° 23' 30"	19.32	19.33	190

SCHEDULE of REFERENCE MARKS

No.	REFERENCE	TYPE
P	356° 22'	C.B. PD. D.P. 821396
D	139° 02'	C.B. PD. D.P. 821396
R	10° 38'	C.B.
S	133° 49' 10"	C.B. GLP
T	240° 47'	C.B.
G	196° 07'	C.B.

(C) LAND EXCLUDES MINERALS BY THE LAND GRANT
(B) RESTRICTION ON THE USE OF LAND-
VIDE Z 1994194

(A) EASEMENT FOR TRANSMISSION LINE 18.29 WIDE (G53679)

DIAGRAM 1

DIAGRAM 2

Plan Drawing only to appear in this space

Reduction Ratio 1:4,000

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

DP 834695 (Sheet 1 of 17 sheets)

PLAN: Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. 50101 of 28 October 1993

Full Name and Address of
Proprietors of the land: Windsor Downs Developments
Pty. Limited
213 - 219 Miller Street
NORTH SYDNEY NSW 2060

PART 1

1. Identity of Easement Easement to Drain Water
firstly referred to in 2.5 wide.
above-mentioned plan:

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
1106 —	Hawkesbury City Council
1110 —	Hawkesbury City Council
1113 —	Hawkesbury City Council
1135 —	Hawkesbury City Council
1134 —	Hawkesbury City Council

2. Identity of Easement Easement for Sewerage Purposes
secondly referred to in 1 wide.
above-mentioned plan:

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
1101 —	Hawkesbury City Council
1105 —	Hawkesbury City Council

SW

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 2 of 17 sheets)

PLAN: Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. 50101 of 28 October 1993

3. Identity of Easement Easement for Electricity
thirdly referred to in Purposes 2.75 wide.
above-mentioned plan:

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
1101 —	Prospect Electricity
1125 —	Prospect Electricity

4. Identity of easement Easement for Underground Mains
fourthly referred to in 1 wide.
above-mentioned plan:

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
1113 —	Prospect Electricity
1125 —	Prospect Electricity

5. Identity of easement Restriction on the Use of Land
fifthly referred to in
above-mentioned plan:

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
Each lot except Lots 1136 and 1137.	Every other lot except Lots 1136 and 1137.

SW

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1912**

(Sheet 3 of 17 sheets)

PLAN:
DP834695
Subdivision of Lot 1016 in Deposited Plan
No. B34694 Certified by Council Clerk's
Certificate No. 550191 of 28 October 1993

6. Identity of Restriction
sixthly referred to in
abovementioned plan: Restriction on the Use of Land

SCHEDULE OF LOTS AFFECTED

<u>Lots Burdened</u>	<u>Lots, Name of Road, or Authority, Benefited</u>
1134 and 1135	Hawkesbury City Council.

PART 2

1. Name of Authority Empowered to Release Vary or Modify
Easement to Drain Water 2.5 Wide Firstly Referred to in
the abovementioned Plan:

Hawkesbury City Council

2. Terms of Easement for Sewerage Purposes 1 Wide Secondly
Referred to in the abovementioned Plan:

An easement for sewerage purposes with full and free right for the body in whose favour this easement is created and every person authorised by it from time to time and at all times by means of pipes to drain sewage and other waste materials and fluid in any quantities across and through the land herein indicated as a servient tenement together with the right to use for the purposes of the easement any line of pipes already laid within the servient tenement for the purpose of draining sewage or any pipe or pipes in replacement or in substitution therefor and where no such line of pipes exists to lay place and maintain a line of pipes of sufficient internal diameter beneath or upon the surface of the servient tenement and together with the right for the body in whose favour this easement is created and every person authorised by it with any tools implements or machinery necessary for the purpose to enter upon the servient tenement and to remain there for any reasonable time for the purpose of laying inspecting cleansing

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1912**

(Sheet 4 of 17 sheets)

PLAN:
DP834695
Subdivision of Lot 1016 in Deposited Plan
No. B34694 Certified by Council Clerk's
Certificate No. 550191 of 28 October 1993

repairing maintaining or renewing such pipeline or any part thereof and for any of the aforesaid purposes to open the soil of the servient tenement to such extent as may be necessary provided that the body in whose favour this easement is created and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the servient tenement and will restore that surface as nearly as practicable to its original condition PROVIDED THAT everything permitted to be done by the body having the benefit of the foregoing covenant in respect of drainage sewage shall be deemed to apply in respect of pumping sewage.

Name of Authority Empowered to Release Vary or Modify
Easement for Sewerage Purposes 1 Wide Secondly Referred
to in the Abovementioned Plan:

Hawkesbury City Council

3. Terms of Easement for Electricity Purposes 2.75 Wide
Thirdly Referred to in the abovementioned Plan:

An easement for the transmission of electricity and for that purpose to install all necessary equipment (including transformers and underground transmission mains wires and cables) together with the right to come and go for the purpose of inspecting maintaining and repairing replacing and/or removing such equipment and every person authorised by prospect Electricity to enter into and upon the said easement or any part thereof at all reasonable times and to remain there for any reasonable time with surveyors workmen vehicles things or persons and to bring and place and leave thereon or remove therefrom all necessary materials machinery implements and things provided that Prospect Electricity and the persons authorised by it will take all reasonable precautions to ensure as little disturbance as possible to the surface of the said easement and will restore that surface as nearly as practicable to its original condition.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 5 of 17 sheets)

PLAN:

DP834695

Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. 59091 of 28 October 1993

Name of Authority Empowered to Release Vary or Modify
Easement for Electricity Purposes 2.75 Wide Thirdly
Referred to in the above-mentioned Plan:

Prospect Electricity

**4. Terms of Easement for Underground Mains 1 Wide Fourthly
Referred to in the above-mentioned Plan:**

An easement for the transmission of electricity with full and free right leave liberty and licence for Prospect Electricity and its successors to erect construct place repair renew maintain use and remove underground electricity transmission mains wires cables and ancillary works for the transmission of electricity, and for purposes incidental thereto under and along the said easement AND to cause or permit electricity to flow or be transmitted through and along the said transmission mains wires and cables and for the purposes of erection construction and placement of the electricity transmission mains wires cables and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen vehicles materials machinery or implements or with any other necessary things or persons and to place and leave thereon or remove therefrom all necessary materials machinery implements and things AND the Registered Proprietor for the time being of the land hereby burdened shall not erect or permit to be erected any building or other erection of any kind or description on over or under the said easement or alter the surface level thereof or carry out any form of construction affecting the surface undersurface or subsoil thereof without the permission in writing from Prospect Electricity being first had and obtained PROVIDED that anything permitted by Prospect Electricity under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of Prospect Electricity and to the reasonable satisfaction of the Engineer of Prospect Electricity for the time being.

Name of Authority Empowered to Release Vary or Modify
Easement Fourthly Referred to in above-mentioned Plan:

Prospect Electricity.

S-ur

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 6 of 17 sheets)

PLAN:

DP834695

Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. 59091 of 28 October 1993

**5. Terms of Restriction on the Use of Land Fifthly Referred
to in the above-mentioned Plan:**

1. DEFINITIONS:

1.1 For the purposes of these Restrictions on the Use of Land the following expressions shall have the following meanings:

- (a) "Approved Development" means development or works permitted by Windsor Downs to be carried out within a Development Zone;
- (b) "Development" means any building, addition or extension thereto, fencing, landscaping or any other development permitted by Windsor Downs to be erected, constructed or carried out within any Development Zone;
- (c) "Development Zone" means each of the zones designated within each lot in the Plan and marked respectively "A", "B", "C" and "D" or any one of them;
- (d) "Development Zone "A" means the area marked "A" within each lot in the Plan;
- (e) "Development Zone "B" means the area marked "B" within each lot in the Plan;
- (f) "Development Zone "C" means the area marked "C" within each lot in the Plan;
- (f1) "Development Zone "D" means the area marked "D" (if any) within a lot in the Plan;
- (g) "Outbuildings" shall mean any barns, plant and equipment sheds, sheds, cabanas, dog kennels, pool equipment enclosures, gazebos and garden houses;

S-ur

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 7 of 17 sheets)

PLAN:

Subdivision of Lot 1016 in Deposited Plan
No.834694 Certified by Council Clerk's
Certificate No. ~~SP919~~ of 28 October 1993

DP834695

(h) "Plan" shall mean the plan of subdivision to which this instrument relates and upon registration of which these Restrictions on the Use of Land are created; and

(i) "Windsor Downs" shall mean Windsor Downs Developments Pty Limited, its successors, nominees or assigns, other than purchasers on sale.

2. RESTRICTIONS ON THE USE OF LAND

2.1 NO FURTHER SUBDIVISION

2.1.1 No lot burdened by these Restrictions on the Use of Land shall be the subject of any future subdivision (including any strata subdivision) nor subdivided nor divided into one or more further separate lots in any way whatsoever.

2.2 DWELLING HOUSES

2.2.1 Not more than one (1) main dwelling house shall be erected or allowed to remain on any lot burdened by these Restrictions on the Use of Land and any such dwelling house shall have a total interior floor area of not less than two hundred square metres (200m²) excluding the area of any verandah, patio, attached garage or carport.

2.2.2 No dwelling house shall be erected or allowed to remain on any lot burdened by these Restrictions on the Use of Land unless within the boundaries of that lot.

2.2.3 The construction of a dwelling house shall not be commenced unless the plans therefor shall have already been approved by Council and in addition, for so long as Windsor Downs is the registered proprietor of any part of the land originally comprised in Lot 1999 in D.P.801285, shall have been certified by Windsor Downs as being plans for

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 8 of 17 sheets)

PLAN:

Subdivision of Lot 1016 in Deposited Plan
No.834694 Certified by Council Clerk's
Certificate No. ~~SP919~~ of 28 October 1993

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a dwelling house having a total interior floor area of not less than two hundred square metres (200m²) excluding the area of any verandah, patio, attached garage, or carport.

2.3 NO DEVELOPMENT OTHER THAN APPROVED DEVELOPMENT

2.3.1 No Development shall be constructed or carried out on any lot burdened by these Restrictions on the Use of Land unless such Development is an Approved Development and is carried out within the boundaries of the relevant Development Zone.

2.3.2 Only the following Development shall constitute an "Approved Development" and shall be permitted to be carried out within a relevant Development Zone as follows:

(a) Development Zone "A" - landscaping, driveways, mail boxes, cattle grids, entry features (not exceeding 10 metres (10m) in width) but excluding all types of fencing (except in the case of corner lots where the fencing is approved by Windsor Downs);

(b) Development Zone "B" - houses, garages, screen fences (to 1,800 millimetres (1.8m) in height), clothes lines, driveways, swimming pools, outbuildings, tennis courts, paved areas and open parking areas for equipment or vehicles; and

(c) Development Zone "C" - landscaping, driveway, swimming pools, tennis courts, clothes lines, outbuildings, (having floor areas not exceeding 10 square metres (10m²)) visually open fencing (not exceeding 1,500 millimetres (1.5m) in height above natural ground level) paving and decks.

(d) Development Zone "D" -

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1912**

(Sheet 9 of 17 sheets)

PLAN:

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Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. ~~SP061~~ of 28 October 1993

1. Fencing being unpainted timber post and rail and/or unpainted timber post with wire strands and/or steel posts with wire strands and concrete post;
2. Horse boxes intended to provide overnight shelter/enclosure for maximum of eight (8) in number and constructed either singly or as attached pairs with each horse box in any case having a floor area not exceeding ten square metres (10m²) and being erected not earlier than any house erected on any such lot and being built of timber or of the same materials as the house erected on such lot or such other materials as the authority entitled to release amend or vary these Restrictions may approve.

2.4 BUILDING MATERIALS

- 2.4.1 No dwelling shall be erected on any lot burdened by these Restrictions on the Use of Land with external walls or walls of materials other than brick, stone, concrete, glass or timber or any combination of the same ~~PROVIDED THAT~~ the proportion of brick and timber component of any main building shall not be less than seventy per cent (70%) thereof ~~AND PROVIDED FURTHER THAT~~ nothing in this Restriction 2.4.1 shall preclude or prohibit any dwelling house having the inner framework of its external walls constructed of timber or other materials with an external brick face or veneer.

- 2.4.2 No dwelling shall be erected or permitted to remain on any lot burdened by these Restrictions on the Use of Land having external walls other than of the new materials of the type mentioned in Restriction 2.4.1 and any such building shall not be of prefabricated or temporary structure or of a kit-type construction or which has been transported to or reassembled on such a lot.

RS

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1912**

(Sheet 10 of 17 sheets)

PLAN:

DP834695

Subdivision of Lot 1016 in Deposited Plan
No. ~~SP061~~ 834694 Certified by Council Clerk's
Certificate No. ~~SP061~~ of 28 October 1993

2.5 OUTBUILDINGS

- 2.5.1 No outbuilding shall be erected upon any lot burdened having external walls other than of new materials of the type mentioned in Restriction 2.4.1 or having external walls other than of metal cladding, corrugated iron, galvanised steel sheet or aluminium sheet provided that such metal surface has a pre-finished non-reflective paint surface with all trims similarly finished.
- 2.5.2 No outbuilding shall be coloured or painted in any colour considered by Windsor Downs in its absolute discretion to be unsympathetic with the natural environment or the quality and character of the neighbourhood.
- 2.5.3 No single outbuilding shall be erected on any lot burdened by these Restrictions on the Use of Land having a floor area exceeding 150 square metres (150m²) and having a height exceeding 5 metres (5m) above natural ground level.
- 2.5.4 No lot burdened by these Restrictions on the Use of Land shall have constructed thereon outbuildings where the combined total area of such outbuildings exceeds 150 square metres (150m²).
- 2.6 **ROOF MATERIALS AND COLOUR**
- 2.6.1 No building shall be erected or allowed to remain on any lot burdened by these Restrictions on the Use of Land unless such building has a roof comprised of tile, slate, clay or cement products or has a roof of corrugated iron, galvanised steel sheet, aluminium sheet or other surface provided that any such Iron or sheeting has a pre-finished paint surface with all trims similarly finished.
- 2.6.2 No roof for any building erected on any lot burdened by these Restrictions on the Use of Land shall be coloured or painted in any colour considered by Windsor Downs in its absolute discretion to be unsympathetic with the natural

RS

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 11 of 17 sheets)

PLAN:

Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. ~~506A~~ of 28 October 1993

DP834695

environment or the quality and character of the
neighbourhood.

2.7 USE OF THE LAND

2.7.1 Any building erected or allowed to remain on any
lot burdened by these Restrictions on the Use of
Land shall not at any time be used for any purpose
other than as a dwelling house with garage and
outbuildings belonging thereto.

2.7.2 No profession, business, trade or commercial
activity of any kind shall be set up or carried on
in or upon any such lot, nor shall anything be done
thereon which may be unlawful or which may be or
may become a nuisance or annoyance to the owner or
occupier of any other lot in the plan.

**2.8 GARAGE OR OUTBUILDINGS TO BE BUILT CONCURRENTLY
WITH OR AFTER DWELLING**

2.8.1 No garage or outbuildings shall be erected or
permitted to remain on any lot burdened by these
Restrictions on the Use of Land unless erected
after or concurrently with the erection of the main
dwelling house.

2.9 OCCUPATION OF BUILDINGS

2.9.1 No building on any lot burdened by these
Restrictions on the Use of Land shall be occupied
or utilised in any way until construction thereof
is completed in every aspect in accordance with the
provisions of the Local Government Act, 1993, the
relevant Ordinances thereunder and the relevant
plans and specifications for such building.

ES

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 12 of 17 sheets)

PLAN:

Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. ~~506A~~ of 28 October 1993

DP834695

2.10 UNTIDINESS, DISREPAIR AND ANIMALS

2.10.1 No lot burdened by these Restrictions on the Use
of Land will be permitted to become or be or
remain untidy or unclean or to contain any noxious
weeds or plants or have thereon any building or
fence which is in a state of disrepair nor shall
any noxious animal be brought upon or allowed to
remain upon any such lot.

2.10.2 No animals, birds, poultry or other livestock
shall be brought onto or allowed to remain on any
lot burdened by these Restrictions on the Use of
Land unless such are house or domestic pets and in
any case the number thereof shall not offend the
relevant regulations governing animals promulgated
from time to time by Hawkesbury City Council and
no structure to house such animals or birds shall
be constructed or allowed to remain on any lot
burdened by this Restriction on the Use of Land
unless constructed for the purpose of providing
shelter for a domestic pet.

2.10.3 No sound reduction mound constructed on any lot
burdened by these Restrictions will be permitted
to become or remain dilapidated or deformed or
permitted to deteriorate and no trees or other
vegetation or planting upon such mound will be
neglected or permitted to deteriorate whereby in
either of the foregoing cases its capacity to
reduce traffic noise or other noise is reduced or
its aesthetic value and impact or visual
appearance is reduced or spoilt.

2.11 ACTIVITIES NOT PERMITTED

2.11.1 None of the following activities shall be carried
out or be permitted to be carried out on any lot
burdened by these Restrictions on the Use of Land,
namely cattle feeding lots, dog, horse or cat
breeding, boarding or training facilities, pig-
keeping establishments, poultry farms, commercial
aviaries or apiaries, broadcasting or television
establishments, camping and caravan parks,

ES

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 13 of 17 sheets)

PLAN:

Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. ~~2801~~ of 28 October 1993

DP834695

2.12 FENCING

commercial market gardening or any noxious or
noisome or offensive or hazardous activity.

2.12.1 No fence shall be erected on any lot burdened by
these Restrictions on the Use of Land or on the
boundary thereof to divide it from any adjoining
lot in the Plan of which Windsor Downs is the
registered proprietor without the prior written
consent of Windsor Downs and unless the design,
construction and building material used for any
such fence complies with any guidelines therefore
determined by Windsor Downs from time to time and
unless such fence is constructed and maintained
without cost or expense to Windsor Downs.

2.12.2 No fence shall be erected on any boundary of any
lot burdened by these Restrictions on the Use of
Land abutting a street or road excepting a
boundary to Richmond Road and in respect of corner
lots, the boundary parallel or approximately
parallel to the side of any main dwelling house.

2.12.3 No fence erected on each lot burdened by these
Restrictions on the Use of Land shall exceed 1.5
metres (1.5m) in height above natural ground
level.

2.12.4 No timber paling fence shall be erected on any lot
burdened by these Restrictions on the Use of Land.

2.13 SIGNS, BILLBOARDS AND ADVERTISEMENTS

2.13.1 No sign, billboard or advertisement of any kind
shall be displayed on any lot burdened by these
Restrictions on the Use of Land or on any building
constructed on any such lot if any such sign shall
be visible from any other lot in the Plan
excepting:

(a) such signs as may be required by legal
proceedings;

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 14 of 17 sheets)

PLAN:

Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. ~~2801~~ of 28 October 1993

DP834695

(b) residential identification signs of a
combined total face area of not more than
three tenths of one square metre (0.3m²)
for each main dwelling;

(c) during the time of construction of any
residence or other improvements, job
identification signs having maximum face
area not exceeding six tenths of one
square metre (0.6m²) per sign and of the
type usually employed by contractors,
subcontractors and tradesmen; and

(d) not more than one "For Sale" or "For Rent"
sign having a maximum area not exceeding
three tenths of one square metre (0.3m²).

2.14 EARTH CLOSETS

2.14.1 No earth closets apart from builders' temporary
services shall be erected or placed or allowed to
remain on any lot burdened by these Restrictions
on the Use of Land and no external toilet shall be
erected or placed or allowed to remain on any such
lot unless such toilet is attached to the main
building or other outbuildings on such lot.

**2.15 TRAILERS, TRUCKS, ARTICULATED VEHICLES, CAMPER &
BOATS**

2.15.1 No trailer of any kind, truck, articulated
vehicle, camper or boat shall be kept, placed,
maintained or allowed to be parked or situated on
any lot burdened by these Restrictions on the Use
of Land unless situated within Development Zone
"B" or Development Zone "D".

2.15.2 No heavy vehicles (as defined by or contemplated
by the Motor Traffic Regulations) of 3 tonnes or
over shall be kept, placed, maintained or allowed

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 15 of 17 sheets)

PLAN:

Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. 58091 of 28 October 1993

DP834695

to be parked or situated on any lot burdened by
these Restrictions on the Use of Land.

2.16 RUBBISH

2.16.1 No garbage or rubbish shall be placed or allowed
to remain on any lot burdened by these
Restrictions on the Use of Land unless kept in
covered containers and in no event shall such
containers be maintained so as to be visible from
any other lot in the plan and no garbage or
rubbish shall be collected or disposed of except
in strict compliance with the requirements from
time to time of the Hawkesbury City Council.

2.17 SEWERAGE SYSTEM/SEPTIC TANK

2.17.1 No lot burdened by these Restrictions on the Use
of Land shall be used or occupied for the
purposes of a dwelling house unless it shall
contain:-

- (a) a sewerage disposal system as approved by
Hawkesbury City Council and all other
relevant public authorities, if any,
having jurisdiction, which system shall
ensure that no sewerage shall be
discharged directly into any creek, marsh
or river thereof or into any lake; or
- (b) (for non-sewered lots in the plan) a
domestic aerated septic tank approved by
Hawkesbury City Council and such septic
tank installation incorporates
transpiration beds.

2.18 OPERATION OF TRANSMITTERS AND EQUIPMENT

2.18.1 A proprietor or occupier of a lot burdened by
these Restrictions on the Use of Land shall not

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919**

(Sheet 16 of 17 sheets)

PLAN:

Subdivision of Lot 1016 in Deposited Plan
No. 834694 Certified by Council Clerk's
Certificate No. 58091 of 28 October 1993

DP834695

operate or permit to be operated upon the lot any
radio, two way radio, short wave radio,
transmitter, telecommunications device or
electronic equipment so as to interfere with any
domestic appliance or apparatus (including a radio
or television receiver) lawfully in use or upon
any other lot.

**2.19 RELEASE OF OR VARIATION OR MODIFICATION TO THESE
RESTRICTIONS**

2.19.1 Any releases, variation or modification of these
Restrictions on the Use of Land referred to in the
plan shall be made and done in all respects at the
cost and expense of the person or persons
requesting same.

2.20 BUILDING PLANS

For so long as Windsor Downs Developments Pty.
Limited is the registered proprietor of any part
of the land originally comprised in Lot 1999
DP 801285 no structure shall be erected upon any
lot burdened by these Restrictions unless the
applicable Building and Architectural Plans
therefor, the Schedule of Finishes and/or any
connected or ancillary documentation shall first
have been approved in writing by Windsor Downs
Developments Pty. Limited.

Name of Authority Empowered to Release, Vary or Modify
the Restrictions on the Use of Land Fully Referred to
in the abovementioned Plan:

WINDSOR DOWNS DEVELOPMENTS PTY LIMITED for such period as
it is the Registered Proprietor of any land in the plan
and thereafter such authority shall be Windsor Downs Home
Owners Association Incorporated.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND
RESTRICTIONS ON THE USE OF THE LAND INTENDED TO BE CREATED
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1912

(Sheet 17 of 17 sheets)

PLAN:

DP834695

Subdivision of Lot 1016 in Deposited Plan
No.834694 Certified by Council Clerk's
Certificate No. ~~SP991~~ of 28 October 1993

6. Terms of Restriction on Use of Land Sixthly Referred to
in the above-mentioned Plan:

Any lot burdened by these Restrictions on the Use of Land shall be subject to a twenty (20) metre building setback from the boundary between it and Lot 101 in Deposited Plan 788786 (being land dedicated under Section 49 of the National Parks and Wildlife Act 1974 as a nature reserve) and no building shall be erected placed constructed or permitted to remain on that part of the lot so burdened without the consent in writing of the Hawkesbury City Council.

Name of Authority Empowered to Release, Vary or Modify
the Restrictions on the Use of Land Sixthly Referred to
in the above-mentioned Plan:

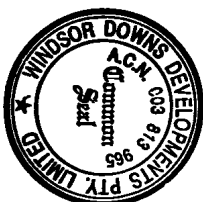
Hawkesbury City Council.

THE COMMON SEAL OF WINDSOR
DOWNS DEVELOPMENTS PTY
LIMITED (A.C.N. 003 813 965)
was herunto affixed in
accordance with its Articles of
Association in the presence of:

Director.....

Secretary.....

Approved by.....



REGISTERED



DT 10.11.1993

RP 44



29 AUG 1984



V322378

RESUMPTION APPLICATION

SECTION 31A (3), REAL PROPERTY ACT, 1900
(See Instructions for Completion on back of form)

RA

A	1	of	1	✓
✓	\$	30		

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference			If part only, delete Whole and give details	Location	
			WHOLE	Co: CUMBERLAND	Ph: ST. MATTHEW
VOLUME	1092	FOLIO	47 ✓	Co: CUMBERLAND	Ph: ST. MATTHEW
VOLUME	6550	FOLIO	58 ✓	Co: CUMBERLAND	Ph: ST. MATTHEW
VOLUME	8353	FOLIO	15 ✓	Co: CUMBERLAND	Ph: ST. MATTHEW
VOLUME	1394	FOLIO	38 ✓	Co: CUMBERLAND	Ph: ST. MATTHEW
VOLUME	6994	FOLIO	155 ✓	Co: CUMBERLAND	Ph: ST. MATTHEW

APPLICANT
Note (b)

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

OFFICE USE ONLY

OVER

Note (c)

(the abovenamed Applicant) in consequence of the resumption notified in Government Gazette dated 3rd August 1984, folio 4048 a true copy whereof appears hereunder, hereby applies to the Registrar General (I) to make all such recordings in the Register as may be necessary to give effect to the resumption so far as it relates to the land above described and (ii) to issue a new Certificate of Title for the resumed land.

Note (d)

COPY OF GAZETTE NOTIFICATION

Note (e)

(See Annexure hereto)

DATE 23rd August 1984

EXECUTION
Note (f)

I hereby certify this application to be correct for the purposes of the Real Property Act, 1900.
Signed in my presence by the authorised officer of the applicant

Christine Skinner
Signature of Witness

CHRISTINE SKINNER
Name of Witness (BLOCK LETTERS)

State Crown Solicitors
Address and occupation of Witness

State Crown Solicitors
Signature of authorised officer

TO BE COMPLETED
BY LODGING PARTY
Notes (g)
and (h)

LODGED BY		LOCATION OF DOCUMENTS	
STATE CROWN SOLICITORS OFFICE		GT	OTHER
100 ST. GEORGE STREET, SYDNEY, 2000			
100 ST. GEORGE STREET, SYDNEY, 2000			
100 ST. GEORGE STREET, SYDNEY, 2000			
Delivery Box Number		Herewith.	
Checked		In R.G.O. with	
EDDY		Procured by	
Passed			
RF10			
Signed			
Extra Fee			
REGISTERED 23 - 10 - 1984			
<i>Skinner</i>			
Registrar General			
		Cert. of Title	
		NOCT	

OFFICE USE ONLY

RAS
29

C15.

RP 44

INSTRUCTIONS FOR COMPLETION

This dealing should be lodged by hand at the Registrar General's Office.
 Use this form where the land resumed is under the provisions of the Real Property Act, 1900.
 Typewriting and handwriting should be clear, legible and in permanent non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the applicant.

If the space provided is insufficient, additional sheets of the same size and quality of paper and having the same margins as this form should be used. Each additional sheet must be identified as an annexure and signed by the applicant and the attesting witness.

The following instructions relate to the side notes on the form.

(a) Description of land.

- (i) **TORRENS TITLE REFERENCE.**—For a manual folio insert the Volume and Folio (e.g., Vol. 8514 Fol. 126). For a computer folio insert the folio identifier (e.g., 12/701924). Title references should be listed in numerical sequence.
- (ii) **PART/WHOLE.**—If part only of the land in the folio of the Register is the subject of the application, delete the word "Whole" and insert the lot and plan number, portion, &c.
- (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g., at Chullora. If the locality is not shown, insert the Parish and County, e.g., Ph. Lismore Co. Rous.

(b) State the name of Authority in which the land is vested.

(c) Show date and folio number of the Gazette notification.

(d) Delete this clause if the issue of a new certificate of title is not required.

(e) Insert a copy of the Gazette Notification. If the space provided is insufficient for this purpose, use an annexure sheet (identified as such) of the same size and quality of paper as this form.

(f) Execution.

The certificate of correctness under the Real Property Act, 1900 must be signed by an authorised officer of the applicant who should execute the dealing in the presence of an adult witness to whom he/she is personally known.

Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

(g) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

(h) If any document is lodged with this application, record in DOCUMENTS LODGED panel.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS				
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME		
SECOND SCHEDULE AND OTHER DIRECTIONS				
(D) FOLIO IDENTIFIER	(E) DIRECTION	(F) NOTFN TYPE	(G) DEALING NUMBER	(H) DETAILS
1092-477 1394-381 6550-581 6994-1551 8353-151	ON	EA	V322378	Easement for transmission line affecting the part of the land within described shown in D.P. 616867.

ANNEXURE TO RESUMPTION APPLICATION dated 23rd August 1984
by the State Crown Solicitor

4048

NEW SOUTH WALES GOVERNMENT GAZETTE No. 121

[3 AUGUST, 1984]

ELECTRICITY COMMISSION ACT, 1950—THE PUBLIC
WORKS ACT, 1912

ERARING-KENIPS CREEK 500 kV TRANSMISSION LINE

Acquisition of Easement

APPLICATION by The Electricity Commission of New South Wales having been made that an easement or right to use the land described in the Schedule hereto for the construction and maintenance of an electricity transmission line be appropriated or resumed, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid to use so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid to use so much of the said land as is private property is hereby resumed under Division 1 of Part V of the Public Works Act, 1912; and it is hereby further notified that the said easement or right is vested in The Electricity Commission of New South Wales.

Dated at Sydney, this 25th day of July, 1984.

J. A. ROWLAND, Governor.

By His Excellency's Command,

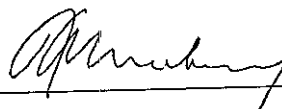
PETER COX, Minister for Energy.

SCHEDULE

All that piece or parcel of land situate in the Shire of Hawkesbury and City of Blacktown, Parish of St Matthew and County of Cumberland, being that part of lot 1, Deposited Plan 58769 (volume 1092, folio 47), that part of the land in Deposited Plan 87719 (volume 6550, folio 58), that part of portions 87 and 92 (volume 8353, folio 15), Shire of Hawkesbury and that part of portions 117 (volume 1394, folio 38) and 114 (volume 6994, folio 155), City of Blacktown, comprised within the site of the proposed easement for transmission line 70 metres wide as shown in Deposited Plan 616867 and sold to be in the possession of Riverstone Meat Co. Pty Limited. (P. 15342/1, 2 and 3) (38) (File 43272) Schedule 803) (4543)

Authorized Officer

Witness



97-11R



REQUEST

Real Property Act 1900



0
726917 S

(A) **STAMP DUTY**

If applicable.

Office of State Revenue use only

(B) **TITLE**

Show no more than 20.

SEE SCHEDULE

(C) **REGISTERED DEALING**

If applicable.

SEE SCHEDULE

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
354L	STATE SEARCH Box A909 Sydney South 2000 Phone 456-2207 REFERENCE (max 15 characters):	ETA

(E) **APPLICANT**

THE NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY

(F) **REQUEST**

The Registrar-General pursuant to Section 46C of the Real Property Act 1900, to record the NEW SOUTH WALES ELECTRICITY TRANSMISSION AUTHORITY as the proprietor of the estate and interest in the easements defined in the Schedule hereto, in respect of which the Electricity Commission of New South Wales is registered as proprietor, such estate and interest having been transferred to the New South Wales Electricity Transmission Authority by Virtue of Clause 4 (1) of Schedule 2 to the Electricity Transmission Authority Act, 1994.

RONALD BRUCE SMITH
Authorised Agent of the New South
Wales Electricity Transmission
Authority.

CHECKED BY (office use only)

26
07

ERARING - KEMPS CREEK 500 KV TRANSMISSION LINE

INDEX	PLAN	LOT	DP/CP	TITLE REF.	DEALING
36	P15341/2	B	389490	B/389490	T412107
		1	222419	1/222419	V103885
		340	752061	340/752061 GG	30-7-1982 FOL.3478
		215	752061	216/752061	S654971
		1	500414	1/500414	W307126
	P15341/3	2	74436 }		
		1	123962 }		S922643
		212	752061 }	AC 8612-84	T979181
		225	752061 }		
		1	58667 }	AC 9970-209	S706504
37	P15113	1	500414	1/500414	W307127
38	P15342/1	1110	834695	1110/834695	V322378
		1111	834695	1111/834695	V322378
	P15342/2	1131	834695	1131/834695	V322378
		1132	834695	1132/834695	V322378
	P15342/3	1133	834695	1133/834695	V322378
		1136	834695	1136/834695	V322378
		928	830425	928/830425	V322378
39	P15343/2	C	62088	AC 13284-157	S706504
		1	176451	1/176451	S706504
		1	84225	1/84225	S706504

(G)

STANDARD EXECUTION

0

726917

Certified correct for the purposes of the Real Property Act 1900.

DATE 20 - 11 - 95

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

M. D. Smith

Signature of Witness

MARILYN DAWN SMITH

Name of Witness (BLOCK LETTERS)

9 ELIZABETH ST. BEROWRA HGHTS 2082

Address of Witness

R. D. Smith

Signature of Applicant

Authorised Agent of the New South Wales
Electricity Transmission Authority.

EXECUTION INCLUDING STATUTORY DECLARATION

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900, and I certify this Application correct for the purposes of the Real Property Act 1900. Made and subscribed at
in the State of on 19 in the presence of

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

B

RESTRICTION ON USE

1. The proprietor of any lot burdened by these Restrictions on the Use of the Land shall within two months of commencement of any works upon that lot erect a fence on the whole length of the boundary between that lot and the adjacent Lot 101 in Deposited Plan 788786 (being land dedicated under section 49 of the National Parks and Wildlife Act 1974 as a nature reserve and known as Windsor Downs Nature Reserve) and such fence shall contain no gate, shall be of minimum height 1.5 metres and shall be made of standard galvanised "Cyclone" wire with galvanised steel posts approximately every five metres or of such other design and materials as the Director of National Parks and Wildlife shall approve in writing and the proprietor shall at all times keep the fence in good repair.
2. The proprietor of any lot burdened by these Restrictions on the Use of the Land shall not, nor permit or suffer any other person to, enter the said Lot 101 from that lot, nor discharge, throw, deposit or leave any thing, gas, liquid or substance whatsoever on, over or under the said Lot 101, nor permit any plant or other organic or inorganic matter to grow or spread by any means from that lot on, under or over the said Lot 101, and the proprietor shall take all reasonable steps to prevent the movement of domestic animals and livestock from that lot on to the said Lot 101.

Gillson

[Signature]

J. P. James

Planning Certificate

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

ecertificates@infotrack.com.au

Infotrack Pty Ltd
GPO Box 4029
SYDNEY NSW 2001

Certificate Number PC3888/24
Date of Endorsement 29 November 2024
Your Reference 24012

Location

Land Description Lot 1131 DP 834695, 9 Avon Place WINDSOR DOWNS NSW 2756

The following information is only applicable as of the date of this certificate and is provided pursuant to Section 10.7 of the *Environmental Planning and Assessment Act 1979*, as prescribed by Section 290 and Schedule 2 of the *Environmental Planning and Assessment Regulation 2021*.

Information pursuant to Section 10.7(2) of the Act

1 Names of relevant planning instruments and development control plans

1.1 The land is affected by the following environmental planning instruments and development control plans:

Hawkesbury Local Environmental Plan 2012

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

State Environmental Planning Policy (Precincts - Central River City) 2021 contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this policy are located in the Central River City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan - A Metropolis of Three Cities.

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

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

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

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

State Environmental Planning Policy (Housing) 2021

This Policy enables the development of diverse housing types, including purpose-built rental housing,





encourages the development of housing that will meet the needs of more vulnerable members of the community, ensures that new housing development provides a reasonable level of amenity and are in locations where it will make good use of existing and planned infrastructure and services, and seeks to mitigate the loss of existing affordable rental housing. The Policy also supports short-term rental accommodation as a home-sharing activity and contributor to local economies, while managing the social and environmental impact of this use.

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Planning Systems) 2021:

- identifies State or regionally significant development, State significant Infrastructure, and critical State significant infrastructure.
- provides for consideration of development delivery plans by local Aboriginal land councils in planning assessment.
- allows the Planning Secretary to elect to be the concurrence authority for certain development that requires concurrence under nominated State environmental planning policies.

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021 contains:

- planning rules and controls for the clearing of native vegetation in NSW on land zoned for urban and environmental purposes that is not linked to a development application.
- the land use planning and assessment framework for koala habitat.
- provisions which establish a consistent and co-ordinated approach to environmental planning and assessment along the River Murray.
- provisions seeking to protect and preserve bushland within public open space zones and reservations.
- provisions which aim to prohibit canal estate development.
- provisions to support the water quality objectives for the Sydney drinking water catchment.
- provisions to protect the environment of the Hawkesbury-Nepean River system.
- provisions to manage and improve environmental outcomes for Sydney Harbour and its tributaries.
- provisions to manage and promote integrated catchment management policies along the Georges River and its tributaries.
- provisions which seek to protect, conserve and manage the World Heritage listed Willandra Lakes property.

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021 contains planning provisions:

- for land use planning within the coastal zone, in a manner consistent with the objects of the Coastal Management Act 2016.
- to manage hazardous and offensive development.
- which provides a state-wide planning framework for the remediation of contaminated land and to minimise the risk of harm.

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021 contains planning provisions:

- for infrastructure in NSW, such as hospitals, roads, railways, emergency services, water supply and electricity delivery.
- for child-care centres, schools, TAFEs and Universities.
- planning controls and reserves land for the protection of three corridors (North South Rail Line, South West Rail Link extension and Western Sydney Freight Line).
- the land use planning and assessment framework for appropriate development at Port Kembla, Port Botany and Port of Newcastle.

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Industry and Employment) 2021 contains planning provisions:

- applying to employment land in western Sydney.



- for advertising and signage in NSW.

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resources and Energy) 2021 contains planning provisions:

- for the assessment and development of mining, petroleum production and extractive material resource proposals in NSW.
- which aim to facilitate the development of extractive resources in proximity to the population of the Sydney Metropolitan Area by identifying land which contains extractive material of regional significance.

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Primary Production) 2021 contains planning provisions:

- to manage primary production and rural development including supporting sustainable agriculture.
- for the protection of prime agricultural land of state and regional significance as well as regionally significant mining and extractive resources.

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

State Environmental Planning Policy (Precincts - Central River City) 2021 contains planning provisions for precinct planning, which is a form of strategic planning applied to a specified geographic area. The precincts in this policy are located in the Central River City. This city is based the strategic planning vision of the 'three cities' regions identified in the Greater Sydney Region Plan - A Metropolis of Three Cities.

State Environmental Planning Policy (Sustainable Buildings) 2022

State Environmental Planning Policy (Sustainable Buildings) 2022:

- to encourage the design and delivery of sustainable buildings,
- to ensure consistent assessment of the sustainability of buildings,
- to record accurate data about the sustainability of buildings, to enable improvements to be monitored,
- to monitor the embodied emissions of materials used in construction of buildings,
- to minimise the consumption of energy,
- to reduce greenhouse gas emissions,
- to minimise the consumption of mains-supplied potable water,
- to ensure good thermal performance of buildings

Hawkesbury Development Control Plan 2002

Hawkesbury Development Control Plan 2023

- 1.2 The land is affected by the following proposed environmental planning instruments and draft development control plans that are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979* (excludes proposed environmental planning instruments and draft development control plans where it has been more than 3 years since exhibition of such instruments or plans and proposed environmental planning instruments where Council has been notified that the making of the proposed instrument has been deferred indefinitely or has not been approved):

Amendment to State Environmental Planning Policy (State and Regional Development) 2011 - Water Treatment Facilities

Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Health Services Facilities

Amendment to State Environmental Planning Policy (Primary Production and Rural Development) 2019 – Agritourism and small-scale agriculture development

Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Telecommunications and other communications facilities



Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Landscape Rehydration Infrastructure

Amendment to State Environmental Planning Policy (Infrastructure) 2007 - Definitions and Assessment

Amendment to State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017 - Assessment

Note: In this section a proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

2 Zoning and land use under relevant planning instruments

Note: The following matters are provided only in relation to environmental planning instruments or draft environmental planning instruments that zone land.

2.1 The land is zoned:

R5 Large Lot Residential under *Hawkesbury Local Environmental Plan 2012*.

2.2 Development permitted without development consent:

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

2.3 Development requiring development consent:

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

2.4 Development that is prohibited:

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

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

- Clause 2.5 Additional permitted uses for particular land.
- Clause 2.6 Subdivision - consent requirements.
- Clause 2.7 Demolition requires development consent.
- Clause 2.8 Temporary use of land.
- Part 3 Exempt and complying development.
- Clause 4.2 Rural subdivision.
- Clause 4.2A Residential development and subdivision prohibited on certain land.
- Clause 5.1 Relevant acquisition authority.
- Clause 5.1A Development on land intended to be acquired for public purposes.
- Clause 5.3 Development near zone boundaries.
- Clause 5.7 Development below mean high water mark.
- Clause 5.8 Conversion of fire alarms.
- Clause 5.10 Heritage conservation.
- Clause 5.11 Bush fire hazard reduction.
- Clause 5.12 Infrastructure development and use of existing buildings of the Crown.
- Clause 6.1 Acid sulfate soils.
- Clause 6.2 Earthworks.



- Clause 6.11 Residential accommodation at Johnston and New Streets, Windsor.
- Clause 6.12 Certain development at Richmond Lowlands.

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

2.5 Do any additional permitted uses apply to the land?

Yes - Refer to Schedule 1 of *Hawkesbury Local Environmental Plan 2012*. Schedule 1 of this Plan has been reproduced in the attached Land Use Table Annexure.

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

No.

2.7 Is the land in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*?

No.

2.8 Is the land in a conservation area?

No.

2.9 Is an item of environmental heritage located on the land?

No.

3 Contributions plans

3.1 The following contributions plans and/or draft contributions plans under Division 7.1 of the *Environmental Planning and Assessment Act, 1979* apply to the land:

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

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

3.2 The land within the following region within the meaning of Division 7.1, Subdivision 4 of the *Environmental Planning and Assessment Act, 1979*:

Greater Sydney Region identified under the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*.

3.3 Is the land within a special contributions area to which a continued 7.23 determination applies?

No.

In this section:

continued 7.23 determination means a 7.23 determination that:

- a. has been continued in force by the Act, Schedule 4, Part 1, and
- b. has not been repealed as provided by that part.

Note: The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section



4 Complying development

Complying Development under each of the codes for complying development because of the provisions of clauses 1.17A(1)(c) to (e), (2), (3) and (4), 1.18(1)(c3), and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

4.1 Housing Code.

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

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

4.2 Housing Alterations Code.

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

Yes.

4.3 Commercial and Industrial Alterations Code.

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

Yes.

4.4 Subdivisions Code.

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

Yes.

4.5 Rural Housing Code.

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

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

4.6 General Development Code.

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

Yes.

4.7 Demolition Code.

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

Yes.

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

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



Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

4.9 Container Recycling Facilities Code.

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

Yes.

4.10 Fire Safety Code.

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

Yes.

4.11 Greenfield Housing Code.

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

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

4.12 Low Rise Housing Diversity Code

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

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

4.13 Inland Code

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

The Inland Code does not apply to the Hawkesbury Local Government Area.

4.14 Agritourism and Farm Stay Accommodation Code

Can complying development under the Agritourism and Farm Stay Accommodation Code be carried out on the subject land?

Council does not have sufficient information to ascertain whether or not complying development can be carried out on the land in relation to the land being identified, or not, as 'environmentally sensitive land' as defined by Schedule 3 - *Environmentally sensitive land* of *State Environmental Planning Policy (Housing) 2021*.

5 Exempt development

Exempt Development under each of the codes for exempt development because of the provisions of clauses 1.16(1)(b1) to (d) and 1.16A of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Can exempt development be carried out on the land?



Yes.

6 Affected building notices and building product rectification orders

6.1 Is the land subject to an in force affected building notice of which Council is aware?

No.

6.2 Is the land subject to an in force building product rectification order that has not been fully complied with, of which Council is aware?

No.

6.3 Is the land subject to a notice of intention to make a building product rectification order, of which Council is aware has been given, and that is outstanding?

No.

In this section:

affected building notice has the same meaning as in the Building Products (Safety) Act 2017, Part 4.

building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7 Land reserved for Acquisition

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

No.

8. Road widening and road realignment

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

No.

9 Flood Related Development Controls

9.1 Is the land or part of the land within the flood planning area and subject to flood related development controls?

The land or part of the land is within the Flood Planning Area, and therefore subject to the flood related development controls that apply to the Flood Planning Area.

9.2 Is the land or part of the land between the flood planning area and the probable maximum flood and subject to flood related development controls?

The land or part of the land is between the Flood Planning Area and the Probable Maximum Flood, however is not subject to flood related development controls that apply to land located between the Flood Planning Area and the Probable Maximum Flood.

In this section:



Flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

Probable maximum flood has the same meaning as in the Flood Risk Management Manual.

Note: The above responses are provided in relation to the flood related development controls of *Hawkesbury Local Environmental Plan 2012* or *State Environmental Planning Policy (Precincts - Central River City) 2021 – Appendix 12 Hawkesbury Growth Centres Precinct Plan 2017* as applicable. Some State or Regional planning instruments may contain flood related development controls which affect the land. These include, but are not necessarily restricted to, *State Environmental Planning Policy (Exempt and Complying Development Code) 2008*, *State Environmental Planning Policy (Transport and Infrastructure) 2021*, *State Environmental Planning Policy (Precincts - Central River City) 2021*, *State Environmental Planning Policy (Primary Production) 2021*, *State Environmental Planning Policy (Resources and Energy) 2021*, and *State Environmental Planning Policy (Biodiversity and Conservation) 2021*.

10 Council and other public authority policies on hazard risk restrictions

Is the land affected by an adopted policy that restricts the development of the land because of the likelihood of:

- (a) Landslip
No.
- (b) Bushfire risk
No.
- (c) Tidal inundation
Yes.
- (d) Subsidence
No.
- (e) Acid sulfate soils
Yes.
- (f) Contamination
No.
- (g) Aircraft noise
No.
- (h) Salinity
No.
- (i) Coastal hazards
No.



(j) Sea level rise

No.

(k) Any other risk (other than flooding)?

No.

In this section:

adopted policy means a policy adopted -

(a) by the council, or

(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11 Bush fire prone land

Is the land bush fire prone land (as designated by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the *Environmental Planning and Assessment Act 1979*)?

Some of the land is bush fire prone.

12 Loose-fill asbestos insulation

Does the land contain any residential premises that is listed on the register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*?

No.

13 Mine Subsidence

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

No.

14 Paper subdivision information

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

No.

14.2 Is the land subject to a subdivision order?

No.

Note: Words and expressions used in this section have the same meaning as they have in Part 10 of the *Environmental Planning and Assessment Regulation 2000* and Schedule 7 of the *Environmental Planning and Assessment Act 1979*.



15 Property Vegetation Plans

Has Council been notified that the land is land to which an in force property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* applies?

No.

16 Biodiversity stewardship sites

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

No.

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

17 Biodiversity certified land

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

No.

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

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

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

No.

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

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

No.

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

20 Western Sydney Aerotropolis

Does Chapter 4 of *State Environmental Planning Policy (Precincts – Western Parkland City) 2021* (Aerotropolis Chapter) apply to the land?

No.



21 Development consent conditions for seniors housing

Has Council granted a development consent after 11 October 2007 in respect of the land setting out any terms of a kind referred to in Chapter 3, Part 5, clause 88(2) of *State Environmental Planning Policy (Housing) 2021*?

No.

22 Site compatibility certificates and conditions for affordable rental housing

22.1 Is Council aware of a current site compatibility certificate under State Environmental Planning Policy (Housing) 2021, or a former site compatibility certificate, in relation to proposed development on the land?

No.

22.2 Has Council granted a development consent in respect of the land which includes a condition of consent that sets out any terms of a kind referred to in Chapter 2, Part 2, Division 1 or 5, clause 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021*?

No.

22.3 Has Council granted a development consent in respect of the land which includes any conditions of consent of a kind referred to in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*?

No.

Note: **former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23 Water or sewerage services

Have water or sewerage services been provided to the land, or are water or sewerage services to be provided to the land, under the Water Industry Competition Act 2006?

No.

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

Additional Matters

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

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

No.

b) Is the land subject to a management order within the meaning of the CLMA 1997?



No.

- c) Is the land subject to an approved voluntary management proposal within the meaning of the CLMA 1997?

No.

- d) Is the land subject to an ongoing maintenance order within the meaning of the CLMA 1997?

No.

- e) Is the land subject to a site audit statement within the meaning of the CLMA 1997?

No.

Enquiries

For any enquiries please contact Customer Service on the number below.

Megha Pathiyil

Authorised Officer | Hawkesbury City Council

☎ (02) 4560 4444

Land Use Table Annexure

Hawkesbury Local Environment Plan 2012

Land Use Table

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

Zone RU1 Primary Production

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

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

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU2 Rural Landscape



1. Objectives of zone

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

2. Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

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

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU4 Primary Production Small Lots

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Aquaculture; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Cemeteries; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Home-based



child care; Home industries; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Places of public worship; Plant nurseries; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Tourist and visitor accommodation; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RU5 Village

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

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

4. Prohibited

Any development not specified in item 2 or 3.

Zone R1 General Residential

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Attached dwellings; Boarding houses; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Community facilities; Dwelling houses; Eco-tourist facilities; Educational establishments; Environmental facilities; Exhibition homes; Flood mitigation works; Group homes; Home-based child care; Home industries;



Hostels; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Residential accommodation; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Veterinary hospitals; Water storage facilities.

4. Prohibited

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

Zone R2 Low Density Residential

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

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

4. Prohibited

Any development not specified in item 2 or 3.

Zone R3 Medium Density Residential

1. Objectives of zone

- To provide for the housing needs of the community within a medium density residential environment.
- To provide a variety of housing types within a medium density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To provide a wide range of housing choices in close proximity to commercial centres and railway stations.
- To ensure that development is sympathetic to the natural amenity and ecological processes of the area.
- To ensure that development does not create unreasonable demands for the provision or extension of public amenities or services.



2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

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

4. Prohibited

Any development not specified in item 2 or 3.

Zone R5 Large Lot Residential

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

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

4. Prohibited

Any development not specified in item 2 or 3.

Zone E1 Local Centre

1. Objectives of zone

- To provide a range of retail, business and community uses that serve the needs of people who live in, work in or visit the area.
- To encourage investment in local commercial development that generates employment opportunities



and economic growth.

- To enable residential development that contributes to a vibrant and active local centre and is consistent with the Council's strategic planning for residential development in the area.
- To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.
- To ensure the scale and type of development is compatible with the character and amenity of the area.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Amusement centres; Artisan food and drink industries; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Oyster aquaculture; Places of public worship; Public administration buildings; Recreation facilities (indoor); Respite day care centres; Service stations; Shop top housing; Tank-based aquaculture; Veterinary hospitals; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4. Prohibited

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

Zone E2 Commercial Centre

1. Objectives of zone

- To strengthen the role of the commercial centre as the centre of business, retail, community and cultural activity.
- To encourage investment in commercial development that generates employment opportunities and economic growth.
- To encourage development that has a high level of accessibility and amenity, particularly for pedestrians.
- To enable residential development only if it is consistent with the Council's strategic planning for residential development in the area.
- To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Home industries; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restricted premises; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals; Any other development not specified in item 2 or 4.



4. Prohibited

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

Zone E3 Productivity Support

1. Objectives of zone

- To provide a range of facilities and services, light industries, warehouses and offices.
- To provide for land uses that are compatible with, but do not compete with, land uses in surrounding local and commercial centres.
- To maintain the economic viability of local and commercial centres by limiting certain retail and commercial activity.
- To provide for land uses that meet the needs of the community, businesses and industries but that are not suited to locations in other employment zones.
- To provide opportunities for new and emerging light industries.
- To enable other land uses that provide facilities and services to meet the day to day needs of workers, to sell goods of a large size, weight or quantity or to sell goods manufactured on-site.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Boat building and repair facilities; Business premises; Centre-based child care facilities; Community facilities; Depots; Function centres; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Landscaping material supplies; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Rural supplies; Service stations; Specialised retail premises; Storage premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Wholesale supplies; Any other development not specified in item 2 or 4.

4. Prohibited

Airports; Airstrips; Amusement centres; Boat sheds; Camping grounds; Car parks; Caravan parks; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Exhibition homes; Exhibition villages; Extensive agriculture; Extractive industries; Farm buildings; Forestry; Freight transport facilities; General industries; Heavy industrial storage establishments; Heavy industries; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Intensive livestock agriculture; Intensive plant agriculture; Jetties; Kiosks; Marinas; Moorings; Open cut mining; Residential accommodation; Resource recovery facilities; Restricted premises; Roadside stalls; Rural industries; Sewerage systems; Sex services premises; Shops; Tourist and visitor accommodation; Transport depots; Waste disposal facilities; Water recreation structures; Water storage facilities; Water treatment facilities.

Zone E4 General Industrial



1. Objectives of zone

- To provide a range of industrial, warehouse, logistics and related land uses.
- To ensure the efficient and viable use of land for industrial uses.
- To minimise any adverse effect of industry on other land uses.
- To encourage employment opportunities.
- To enable limited non-industrial land uses that provide facilities and services to meet the needs of businesses and workers.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Depots; Freight transport facilities; Funeral homes; Garden centres; General industries; Goods repair and reuse premises; Hardware and building supplies; Industrial retail outlets; Industrial training facilities; Light industries; Local distribution premises; Neighbourhood shops; Oyster aquaculture; Take away food and drink premises; Tank-based aquaculture; Warehouse or distribution centres; Any other development not specified in item 2 or 4.

4. Prohibited

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

Zone SP1 Special Activities

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Aquaculture; Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose.

4. Prohibited

Any development not specified in item 2 or 3.

Zone SP2 Infrastructure

1. Objectives of zone

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



infrastructure.

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

Aquaculture; Community facilities; Public administration buildings; Roads; The purpose shown on the Land Zoning Map, including any development that is ordinarily incidental or ancillary to development for that purpose.

4. Prohibited

Any development not specified in item 2 or 3.

Zone RE1 Public Recreation

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works.

3. Permitted with consent

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

4. Prohibited

Any development not specified in item 2 or 3.

Zone RE2 Private Recreation

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works.

3. Permitted with consent

Aquaculture; Boat sheds; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Environmental facilities; Extensive agriculture; Farm buildings; Flood mitigation works; Food and drink premises; Helipads; Information and education facilities; Jetties; Kiosks; Markets; Moorings;



Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Signage; Water recreation structures; Water storage facilities.

4. Prohibited

Any development not specified in item 2 or 3.

Zone C1 National Parks and Nature Reserves

1. Objectives of zone

- To enable the management and appropriate use of land that is reserved under the *National Parks and Wildlife Act 1974* or that is acquired under Part 11 of that Act.
- To enable uses authorised under the *National Parks and Wildlife Act 1974*.
- To identify land that is to be reserved under the *National Parks and Wildlife Act 1974* and to protect the environmental significance of that land.

2. Permitted without consent

Uses authorised under the *National Parks and Wildlife Act 1974*.

3. Permitted with consent

Nil.

4. Prohibited

Any development not specified in item 2 or 3.

Zone C2 Environmental Conservation

1. Objectives of zone

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

2. Permitted without consent

Nil.

3. Permitted with consent

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

4. Prohibited

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

Zone C3 Environmental Management

1. Objectives of zone



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

2. Permitted without consent

Environmental protection works; Home occupations.

3. Permitted with consent

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

4. Prohibited

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

Zone C4 Environmental Living

1. Objectives of zone

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

2. Permitted without consent

Environmental protection works; Extensive agriculture; Home occupations.

3. Permitted with consent

Animal boarding or training establishments; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Caravan parks; Centre-based child care facilities; Charter and tourism boating facilities; Community facilities; Dual occupancies (attached); Dwelling houses; Eco-tourist facilities; Educational establishments; Entertainment facilities; Environmental facilities; Farm buildings; Flood mitigation works; Food and drink premises; Forestry; Health consulting rooms; Helipads;



Heliports; Home-based child care; Home industries; Hospitals; Intensive livestock agriculture; Intensive plant agriculture; Jetties; Landscaping material supplies; Moorings; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Pond-based aquaculture; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Roads; Roadside stalls; Rural supplies; Rural workers' dwellings; Sawmill or log processing works; Stock and sale yards; Tank-based aquaculture; Tourist and visitor accommodation; Transport depots; Truck depots; Veterinary hospitals; Water recreation structures; Water storage facilities.

4. Prohibited

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

Zone W1 Natural Waterways

1. Objectives of zone

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

2. Permitted without consent

Nil.

3. Permitted with consent

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

4. Prohibited

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

Zone W2 Recreational Waterways

1. Objectives of zone

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

2. Permitted without consent

Nil.

3. Permitted with consent

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

4. Prohibited

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



Note: See Part 2.4 of this certificate for special provisions that may apply to the subject land.



Land Use Table Annexure Continued

Hawkesbury Local Environment Plan 2012

Additional Permitted Uses

Clause 2.5 Additional permitted uses for particular land

1. Development on particular land that is described or referred to in Schedule 1 may be carried out -
 - (a) with development consent, or
 - (b) if the Schedule so provides - without development consent,in accordance with the conditions (if any) specified in that Schedule in relation to that development.
2. This clause has effect despite anything to the contrary in the Land Use Table or other provision of this Plan.

Schedule 1 Additional permitted uses

1 Use of certain land at 15B Racecourse Road, Clarendon

- (1) This clause applies to land at 15B Racecourse Road, Clarendon, being Lot 2, DP 1110480.
- (2) Development for the purposes of tourist and visitor accommodation is permitted with consent.

2. Use of certain land at 3351 Singleton Road, Colo Heights

- (1) This clause applies to land at 3351 Singleton Road, Colo Heights, being Lot 69, DP 753774.
- (2) Development for the purposes of a service station is permitted with consent.

3. Use of certain land at 23 Coromandel Road, Ebenezer

- (1) This clause applies to land at 23 Coromandel Road, Ebenezer, being Lot 1, DP 824014.
- (2) Development for the purposes of a dwelling house is permitted with consent.

4. Use of certain land at part of Hawkesbury River as shown on the Additional Permitted Uses Map

- (1) This clause applies to land at part of Hawkesbury River identified as "1" on the Additional Permitted Uses Map.
- (2) Development for the purposes of extractive industry is permitted with consent.

5. Repealed 26 April 2023

6. Use of certain land at 8 Groves Avenue, Mulgrave

- (1) This clause applies to land at 8 Groves Avenue, Mulgrave, being Lot 1, DP 1038365.
- (2) Development for the purposes of shops is permitted with consent.

7. Use of certain land at 60 Bells Line of Road, North Richmond

- (1) This clause applies to land at 60 Bells Line of Road, North Richmond, being Lot 1, DP 783403 (formally known as Lot B, DP 158512).



(2) Development for the purposes of office premises is permitted with consent.

8. Use of certain land at 81-87 Bells Line Of Road, North Richmond

(1) This clause applies to land at 81-87 Bells Line Of Road, North Richmond, being Lot 1, DP 834702.

(2) Development for the purposes of a service station is permitted with consent.

9. Use of certain land at Pitt Town as shown on the Additional Permitted Uses Map

(1) This clause applies to land at Pitt Town identified as “2” on the Additional Permitted Uses Map

(2) Development for the purposes of community facilities is permitted with consent.

10. Use of certain land at 87 Windsor Street, Richmond

(1) This clause applies to land at 87 Windsor Street, Richmond, being Lot 4, DP 507956.

(2) Development for the purposes of office premises is permitted with consent.

11. Use of certain land at 739 George Street, South Windsor

(1) This clause applies to land at 739-741 George Street, South Windsor, being Lots 11 and 12, DP 1184975.

(2) Development for the purposes of a service station is permitted with consent.

12. Use of certain land at 5A Curtis Road, Vineyard

(1) This clause applies to land at 5A Curtis Road, Vineyard, being Lot 6, DP 270412.

(2) Development for the purposes of shops is permitted with consent.

13. Use of certain land at 5B Curtis Road, Vineyard

(1) This clause applies to land at 5B Curtis Road, Vineyard, being SP 73477.

(2) Development for the purposes of shops is permitted with consent.

14. Use of certain land at 535 Wilberforce Road, Wilberforce

(1) This clause applies to land at 535 Wilberforce Road, Wilberforce, being Lot 1, DP 846501.

(2) Development for the purposes of a service station is permitted with consent.

15. Use of certain land at 122-130 Macquarie Street, Windsor

(1) This clause applies to land at 122-130 Macquarie Street, Windsor, being Lot 381, DP 595952, Lot 380, DP 818974, Lot 1, DP 797152 and Lot 1, DP 613929.

(2) Development for the purposes of office premises and a medical centre is permitted with consent.

16. Use of certain land at Windsor Downs as shown on the Additional Permitted Uses Map

(1) This clause applies to land at Windsor Downs identified as “3” on the Additional Permitted Uses Map

(2) Development for the purposes of a dual occupancy (attached) is permitted with consent.

17. Use of certain land at 389 Old Hawkesbury Road, Vineyard



- (1) This clause applies to land at 389 Old Hawkesbury Road, Vineyard, being part of Lot 53, DP 593354, identified as “4” on the Additional Permitted Uses Map
- (2) Development for the purposes of sawmill or log processing works, timber yards and associated car parking is permitted with consent if the total area of the land on which that development is carried out is not greater than 10,000m².
- (3) Subclause (2) does not apply to a development application lodged more than 2 years after the commencement of the Hawkesbury Local Environmental Plan 2012 (Amendment No 3)

18. Use of certain land at 541 Windsor Road, Vineyard

- (1) This clause applies to land at 541 Windsor Road, Vineyard, being part of Lot 5, DP 536674, identified as “5” on the Additional Permitted Uses Map
- (2) Development for the purposes of light industries that relate to saw manufacturing and repairs, industrial retail outlets and associated car parking is permitted with consent if the total area of the land on which that development is carried out is not greater than 3,000m².
- (3) Development consent under subclause (2) must not be granted for the purposes of industrial retail outlets if the total gross floor area of the development is greater than 150m².
- (4) Subclause (2) does not apply to a development application lodged more than 2 years after the commencement of the Hawkesbury Local Environmental Plan 2012 (Amendment No 3)

19. Use of certain land at 541-547 Windsor Road, Vineyard

- (1) This clause applies to land at 541-547 Windsor Road, Vineyard, being part of Lot 5, DP 536674 and Lots 10 and 11, DP 1080426, identified as “6” on the Additional Permitted Uses Map
- (2) Development for the purposes of hardware and building supplies, vehicle sales or hire premises (but only in relation to the hire of trailers) and associated car parking is permitted with consent if the total area of the land on which that development is carried out is not greater than 5,000m².
- (2) Development consent under subclause (2) must not be granted -
 - (a) for the purposes of hardware and building supplies if the total gross floor area of the development is greater than 250m², or
 - (b) for the purposes of vehicle sales or hire premises if the total gross floor area of the development is greater than 325m².
- (2) Subclause (2) does not apply to a development application lodged more than 2 years after the commencement of the Hawkesbury Local Environmental Plan 2012 (Amendment No 3)

20. Use of certain land at Glossodia

- (1) This clause applies to the part of the land at Glossodia identified as “7” on the Additional Permitted Uses Map that is in Zone R2 Low Density Residential or Zone R5 Large Lot Residential.
- (2) Development for the purposes of a single food and drink premises and associated car parking facilities is permitted with development consent.
- (3) Development consent must not be granted under this clause unless -
 - (a) the development is for the purposes of -
 - (i) a restaurant or cafe, or



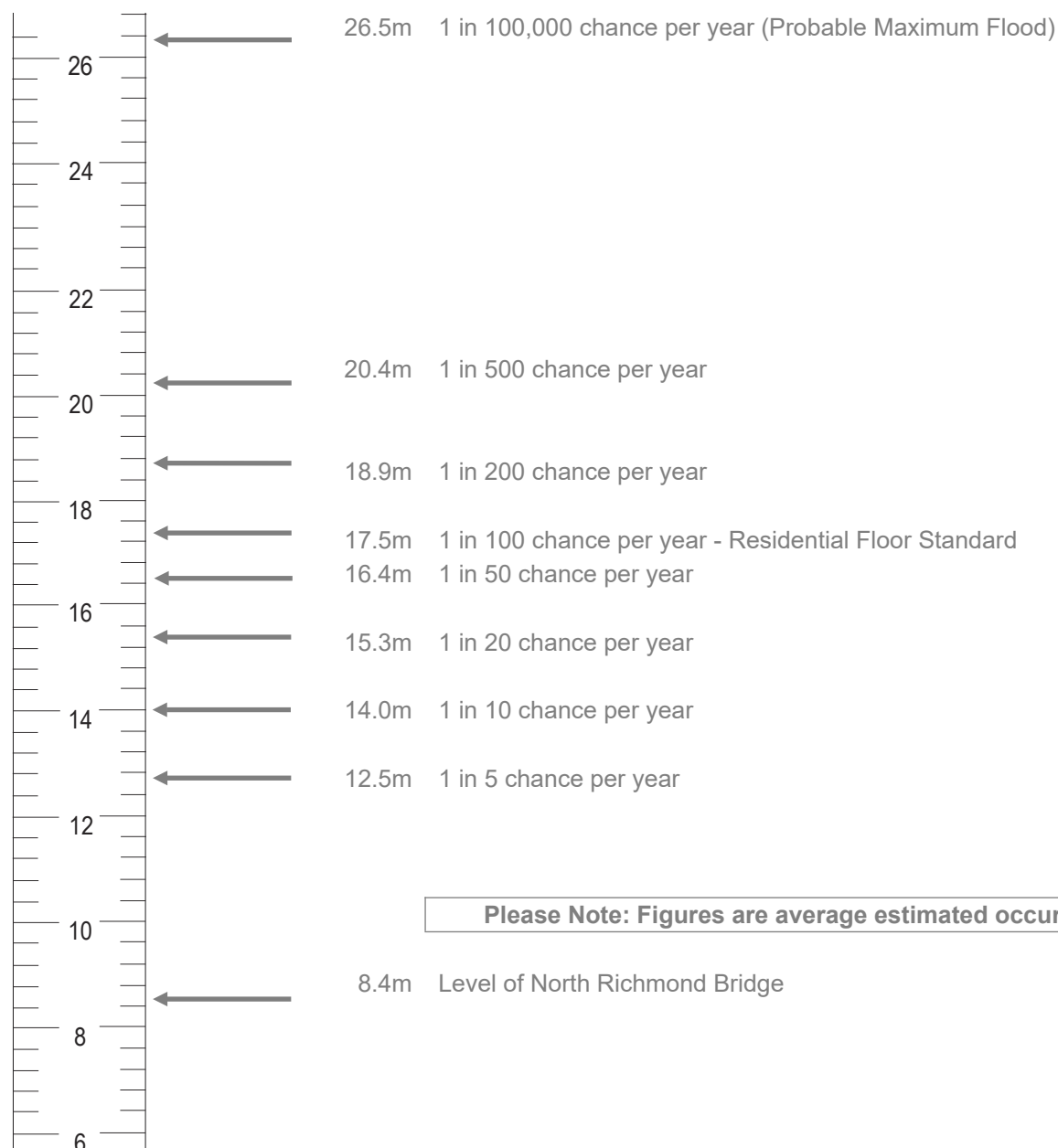
- (ii) a take away food and drink premises, and
- (b) the gross floor area of the food and drink premises will not be more than 200 square metres.

Flood Awareness - City of Hawkesbury

North Richmond

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

Flood chance of occurrence per year and historical floods



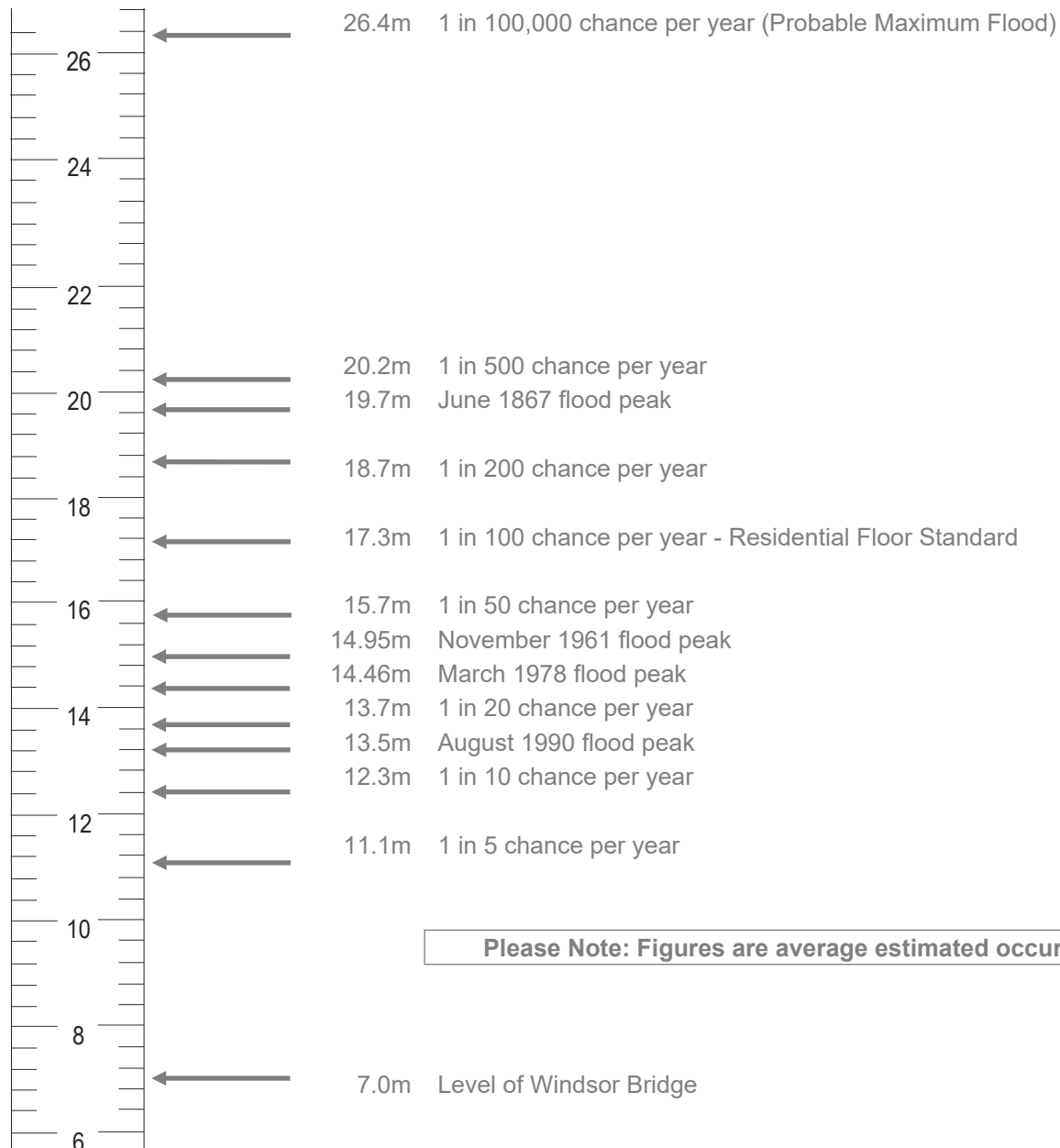
Flood heights obtained from *Engineering Studies to Modify Flood Behaviour*, September 1997, prepared by Webb, McKeown & Associates Pty Ltd for the Hawkesbury-Nepean Floodplain Management Strategy Steering Committee. Flood heights reproduced in Table: 2.3 Design Flood Levels of the Hawkesbury Floodplain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

Flood Awareness - City of Hawkesbury

Windsor

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

Flood chance of occurrence per year and historical floods



Please Note: Figures are average estimated occurrences

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

Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on **16 / 07 / 2024** at: **SOUTH PENRITH** NSW **BETWEEN**

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: **Tara-Lee Hughes and Andrew Hughes**

Phone: Mobile: Email: **tara@antcivil.com.au**

Other Contact Details: **accounts@antcivil.com.au**

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides:

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address):

Shop 9/2 Birmingham Rd South Penrith NSW 2750

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: **Bree Tuite, Adam Tuite and Kai Abrahams**

Address for service of notices (if not address of Residential Premises):

9 Avon Place, Windsor Downs, NSW 2756

Phone: Mobile: **0416 861 194** Email: **breetuite@gmail.com**

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: **Southlands Realty Pty Ltd T/as Southlands Estate Agents**

Address: **Shop 9/2 Birmingham Rd** ACN: **South Penrith NSW 2750** ABN: **37 530 693 787**

Phone: **(02) 4721 1111** Mobile: Email: **rentals@southlandsea.com.au**

Licence No.: **159 3550** Licence Expiry: **03.11.2026**

TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☐ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☒ Other (Please specify) **26 weeks**

☐ Periodic (no end date)

starting on: **16 / 07 / 2024** and ending on: **13 / 01 / 2025** (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

RESIDENTIAL PREMISES *Note: insert any excluded items in the Other Additional Terms Item on the signature page*The residential premises are: **9 Avon Place, Windsor Downs, NSW 2756**The residential premises include: *(include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)***3 Garage parking, swimming pool with slide, sauna, caged storage, childs play equipment x2, skate ramp, 3x fridges in kitchen, Solar system****RENT/RENT INCREASE**The rent is: **\$1,600.00** per: **week** payable in advance starting on: **16 / 07 / 2024****Note.** Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.Rent Increase 1: Then from: **/ /** pay: **/ /** per: **week**Rent Increase 2: Then from: **/ /** pay: **/ /** per: **week****Note.** Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.The tenant must pay the rent in advance on the **Monday** of every **week** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **/ /** at: **/ /****by cash or Electronic Funds Transfer (EFT), or**

(b) into the following account:

Account Name: **Southlands Estate Agents**Bank: **ANZ**BSB: **012429**Account No.: **572023021**Payment Reference: **4007**

or any other account nominated by the landlord; or

(c) as follows: **Money Order / Bank Cheque / Direct Deposit****Note.** The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.**RENTAL BOND** *(Cross out if there is not going to be a bond)*A rental bond of \$ **6400.00** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or☐ the landlord's agent, or☒ NSW Fair Trading through Rental Bonds Online.**Note.** All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.**IMPORTANT INFORMATION****MAXIMUM NUMBER OF OCCUPANTS**No more than **3** persons may ordinarily live in the Premises at any one time.Other people who will ordinarily live at the premises may be listed here: *(cross out if not needed)***4 Children Under the Age of 18 Years Old****URGENT REPAIRS**

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Gold Electrical**Phone: **0401 726 678**Plumbing Repairs: **Total Plumbing**Phone: **0403 915 131**Building Repairs: **/ /**Phone: **/ /**Other Repairs: **/ /**Phone: **/ /**

WATER USAGE

Will the Tenant be required to pay separately for water usage? ☒ Yes ☐ No If 'yes', see Clauses 12 and 13

UTILITIES

Is electricity supplied to the premises from an embedded network? ☒ Yes ☐ No

Is gas supplied to the premises from an embedded network? ☒ Yes ☐ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

SMOKE ALARMS

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarm ☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☒ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

Property Compliance Australia

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☒ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☐ Yes ☒ No

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? ☐ Yes ☒ No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: pm@southlandsea.com.au admin@southlandsea.com.au rentals@southlandsea.com.au

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: adamtuite74@gmail.com breetuite@gmail.com kaiabrahams73@gmail.com

[Specify email address to be used for the purpose of serving notices and documents.]

CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated / / and entered into by the tenant, applies to this Agreement.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
- 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
- 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
- 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
- 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
- 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
- 8.2 cease to be lawfully usable as a residence, or
- 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
- 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
- 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
- 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
- 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
- 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
- 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
- 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
- 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. *Separately metered* is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
 - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.**POSSESSION OF THE PREMISES****14. The landlord agrees:**

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT**15. The landlord agrees:**

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT**16. The tenant agrees:**

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
- 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1 to remove all the tenant's goods from the residential premises, and
- 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
- 18.5 to make sure that all light fittings on the premises have working globes, and
- 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES**19. The landlord agrees:**

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22. The tenant agrees

not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23. The landlord and the tenant agree:

- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree** that:
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

- 36. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

- ~~**38. The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.~~

- ~~**39. The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.~~

MITIGATION OF LOSS

- 40. The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

- 44. The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

- 45. The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

- 46. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:
- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
 - 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

- 47. The landlord agrees:**

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

- 48. The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
 - 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
 - 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

- 49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and the tenant agree:**

- 50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
 - 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
 - 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
 - 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

- 54. The tenant agrees:**

- 54.1 to supervise and keep the animal within the premises, and
- 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3 to ensure that the animal is registered and micro-chipped if required under law, and

54.4 to comply with any council requirements.

55. The tenant agrees to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

56.1 The tenant agrees:

- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
- (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
- (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
- (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.

56.2 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.

57.1 The condition report will form part of and be included in this agreement.

57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.

58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

59. The tenant agrees, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:

- 59.1** they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
- 59.2** to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
- 59.3** to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
- 59.4** not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
- 59.5** not to hang washing or other articles outside anywhere but the areas designated for this purpose.
- 59.6** to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
- 59.7** keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
- 59.8** where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
- 59.9** to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
- 59.10** where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
- 59.11** not to affix any television antenna to the premises.
- 59.12** not to maliciously or negligently damage the premises or any part of the premises.
- 59.13** to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or its guest/s.
- 59.14** at the commencement of the tenancy, the Landlord has provided the premises with all light bulbs, LED lights and fluorescent tubes in good working order. The Tenant will promptly replace, at the Tenant's cost, blown or damaged light bulbs, LED lights or fluorescent tubes (and starters, if required) and ensure all are in a working condition at the end of the tenancy. Where damage has been occasioned by the Landlord or its Agent, it shall be the Landlord's responsibility to replace such damaged equipment.
- 59.15** to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
- 59.16** to notify the landlord of any infectious disease at the premises.

59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

60.1 At the commencement of the tenancy, the landlord will:

- (a) handover the pool in a condition that is safe for use
- (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.

60.2 During the term of the tenancy:

- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
- (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
- (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals
 - (7) advising the landlord or the agent immediately of any pool related problem.

60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:

- (a) opportunity to inspect the pool; and/or
- (b) a pool condition report completed by a professional pool service company.

The tenant is to return the pool in good order and condition as at the beginning of the tenancy.

60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.

60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term **the tenant agrees:**

- (a) to deliver vacant possession in accordance with the termination notice; and
- (b) to deliver up all keys and security devices; and
- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.

64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:

- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
- (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
- (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
- (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.

65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.

65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:

- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
- (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
- (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
- (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
- (e) Leave the premises (including the grounds) in a neat and tidy condition.
- (f) Fumigate as reasonably required if pets have been on the premises.
- (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
- (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).
69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. ~~The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.~~

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.
73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:
- cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
 - cause or expose the landlord to any claim on any such insurance policy; or
 - cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.

- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- (1) the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or
 - (2) residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - (3) previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - (4) tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - (5) the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - (6) a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - (7) Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- (1) by delivering it to the party personally; or

- (2) by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
- (3) by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or
- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.
- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

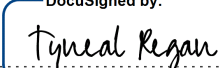
OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.

The ride on lawn mower, table out the back and the gym equipment are not included in the lease agreement. If they break, they will not be replaced

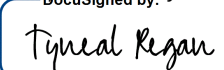
SIGNATURES**THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.**

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD:  DocuSigned by: B749CF9E630444C Date: 16/7/2024
(Signature of landlord or landlord's agent on behalf of the landlord)

LANDLORD INFORMATION STATEMENT

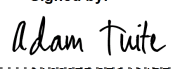
The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

SIGNED BY THE LANDLORD:  DocuSigned by: B749CF9E630444C Date: 16/7/2024
(Signature of landlord or landlord's agent on behalf of the landlord)

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:  DocuSigned by: 90121F8216164EC Date: 16/7/2024
(Signature of tenant)

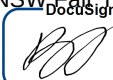
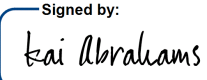
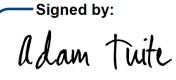
SIGNED BY THE TENANT (2):  Signed by: E012452533E04B7 Date: 19/7/2024
(Signature of tenant 2)

SIGNED BY THE TENANT (3):  Signed by: 3A6207DC7C464BB Date: 18/7/2024
(Signature of tenant 3)

SIGNED BY THE TENANT (4): _____ Date: / /
(Signature of tenant 4)

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S:  DocuSigned by: 90121F8216164EC  Signed by: E012452533E04B7  Signed by: 3A6207DC7C464BB Date: 18/7/2024
(Signatures of tenants)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

NSW SWIMMING POOL REGISTER

Certificate of Registration

Section 30C – Swimming Pools Act 1992

Pool No:	d3cfbcd4
Property Address:	9 AVON PLACE WINDSOR DOWNS
Date of Registration:	03 December 2024
Type of Pool:	An outdoor pool that is not portable or inflatable
Description of Pool:	in ground

The swimming pool at the above premises has been registered in accordance with Section 30B of the *Swimming Pools Act 1992*.

The issue of this certificate does not negate the need for regular maintenance of the pool.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

You may be required to obtain a Pool Compliance Certificate before you lease or sell your property. Contact your council for further information.

This is NOT a Certificate of Compliance

NSW SWIMMING POOL REGISTER

Certificate of Compliance

Section 22D – Swimming Pools Act 1992

Pool No:	fee8d2af
Property Address:	9 AVON PLACE WINDSOR DOWNS
Expiry Date:	29 April 2027
Issuing Authority:	Hawkesbury City Council

Complied with AS1926.1 (2012).

The swimming pool at the above property complies with Part 2 of the *Swimming Pools Act 1992*. The issue of this certificate does not negate the need for regular maintenance of the swimming pool barrier to ensure it is compliant with the *Swimming Pools Act 1992*.

This certificate ceases to be valid if a direction is issued pursuant to Section 23 of the *Swimming Pools Act 1992*.

The swimming pool at the above property is not required to be inspected under the inspection program of the local authority while this certificate of compliance remains valid pursuant to Section 22B(3) of the *Swimming Pools Act 1992*.

Please remember:

- Children should be supervised by an adult at all times when using your pool
- Regular pool barrier maintenance
- Pool gates must be closed at all times
- Don't place climbable articles against your pool barrier
- Remove toys from the pool area after use

Clean-Up Notice



Andrew Hughes

9 AVON PLACE
WINDSOR DOWNS NSW 2756

Attention: Andrew Hughes

Notice Number 3503385
Reference Number REG-2939
Date 29-08-2022

Clean-up Notice

Why is the EPA writing to you?

The Environment Protection Authority (**EPA**) reasonably suspects that a pollution incident has occurred or is occurring on land being Lot 1131 of Deposited Plan 834695, 9 AVON PLACE WINDSOR DOWNS 2756 (**the Premises**). The Premises is described as an approximately 40 acres of land, with a portion of the Premises situated on a zoned flood plain, and towards the rear of the Premises runs South Creek.

The EPA has issued you with this Clean-up Notice. Further information is set out in the Notice below.

What are you required to do?

Please read this Notice carefully and carry out the clean-up actions specified in this Notice by the dates required. You must comply with all requirements of this Notice within the timeframes provided. If you have any queries about this matter, please contact epa.complianceinvestigations@epa.nsw.gov.au

BACKGROUND

- A. The EPA has responsibility for the administration and enforcement of the *Protection of the Environment Operations Act 1997* (**the Act**).
- B. A Land Title Search was conducted on 28 June 2022, through the New South Wales Land Registry Services that confirmed Andrew Lloyd Hughes and Tara-Lee Eliza Hughes are the current joint registered owners of the Premises.
- C. You, Andrew Hughes, are the person the EPA reasonably suspects as causing or having caused a pollution incident at the Premises. The EPA reasonably suspects Andrew Hughes coordinated the transport of fill material containing asbestos to the Premises and the deposit and application of the fill material containing asbestos, being asbestos waste, to the Premises, causing a pollution incident on the Premises for the purpose of section 91(1)(b) of the Act.
- D. Attached is a map of the Premises showing the area at the Premises that appears to have had contaminated fill material land applied to it. Sampling of this material was undertaken at the Premises

Clean-Up Notice

and these samples were analysed at a NATA accredited laboratory which confirmed the presence of asbestos (Attachment A – Image One).

- E. The application to land of waste (including asbestos waste) received from off site is a scheduled activity under clause 39 of Schedule 1 of the Act and requires an environment protection licence.
- F. The EPA is the appropriate regulatory authority (**ARA**) for scheduled activities under the Act. A search of EPA records shows that it has not issued a licence for the Premises to permit the land application of waste received from off site to the Premises.
- G. The EPA reasonably suspects a pollution incident is occurring and ongoing due to observations by EPA officers of fill material containing asbestos remaining at the Premises, and laboratory analysis confirming the presence of asbestos containing material.

EPA Investigations

- H. During September 2021, the EPA was made aware of the illegal dumping of large quantities of waste material at the Premises.
- I. On 13 December 2021, the EPA conducted an inspection of the Premises (**the inspection**) and observed approximately two cubic metres of waste material stockpiled near a dam on the Premises. The stockpiled waste material contained fragments of suspected asbestos containing material and foreign materials including building and demolition waste.
- J. Samples of this material were taken by EPA officers and were tested at a NATA accredited laboratory, confirming the presence of asbestos.
- K. During the inspection, EPA officers observed a large amount of fill material had been spread at the Premises and estimated this to cover an area of approximately 2500m².
- L. On 13 December 2021, Andrew Hughes was provided with a verbal direction by the EPA and Hawkesbury City Council to cease the importation of waste material onto the Premises.
- M. During the inspection, Andrew Hughes informed EPA officers that he would clean up the stockpiled material and remove and lawfully dispose of this material as asbestos contaminated material to a licensed waste facility permitted to accept this waste.
- N. The EPA reasonably suspects that despite the direction to cease the importation of waste material to the Premises provided on 13 December 2021, importation of waste material onto the Premises has continued to until at least 15 June 2022.
- O. On 21 June 2022, authorised officers of the EPA conducted an inspection of the Premises undertaken through the execution of a search warrant. EPA officers observed a significant amount of imported waste material spread and land applied across the Premises as identified on the map in Image One, Attachment A and at the photo at Image Two, Attachment A.
- P. EPA officers also observed during this inspection the potential for a breach of section 120 of the Act, being the pollution of waters; waste material has been spread and land applied at the Premises and the proximity of this material to South Creek. Attachment A Image Three shows the proximity of South Creek to the area at the Premises where waste material has been land applied.
- Q. EPA officers and its representatives undertook a volumetric survey to understand the amount of contaminated waste material that has been imported and land applied at the Premises, which is estimated to be approximately 30,000 cubic metres.



Clean-Up Notice

- R. The EPA has reason to believe from at least September 2021 to June 2022, a pollution incident has occurred and is occurring at the Premises.
- S. Given the extent of the unlawful deposition and spreading of contaminated fill material at the Premises, the EPA is **staging** required works and clean-up action for the Premises to be undertaken by you, Andrew Hughes.
- T. This means that different areas at the Premises will be subject to associated works, clean-up and remedial action and you will be instructed which areas will be actioned and the associated timeframes with each.
- U. This Clean-Up Notice, being '**Stage One**', includes the engagement of a suitably qualified geotechnical engineer to undertake an assessment of the Premises. Further details are included in the 'What this Clean-Up Notice Requires You to Do' section of this Notice.
- V. The EPA understands Prevention Notice No.3502934 (**Prevention Notice**) was issued to you on 21 June 2022. This Clean-Up Notice No. 3503385 replaces the direction in the Prevention Notice.

Environment Protection Law

- W. Section 91 of the Act gives power to the EPA to issue a Clean-up Notice for a pollution incident.
- X. Under s 91(1)(b), the EPA may direct a person reasonably suspected of causing or having caused a pollution incident, to take such clean-up action as specified in the notice and within the period specified in the notice.
- Y. *Pollution incident* is defined, in the Dictionary to the Act, as an incident or set of circumstances during or as a consequence of which there is or is likely to be a leak, spill or other escape or deposit of a substance, as a result of which pollution has occurred, is occurring or is likely to occur. It includes an incident or set of circumstances in which a substance has been placed or disposed of on premises, but it does not include an incident or set of circumstances involving only the emission of any noise.
- Z. *Pollution* is defined as including land pollution.
- AA. *Land pollution* is defined as the placing in or on, or otherwise introducing into or onto, the land (whether through an act or omission) any matter, whether solid, liquid or gaseous:
 - o that causes or is likely to cause degradation of the land, resulting in actual or potential harm to the health or safety of human beings, animals or other terrestrial life or ecosystems, or actual or potential loss or property damage, that is not trivial, or
 - o that is of a prescribed nature, description or class or that does not comply with any standard prescribed in respect of that matter, but does not include placing in or on, or otherwise introducing into or onto, land any substance excluded from this definition by the regulations.
- BB. For paragraph (b) of the land pollution definition, a matter of a prescribed nature includes the placement of more than 10 tonnes of asbestos waste on land. This is prescribed by clause 109 of the Protection of the Environment Operations (General) Regulation 2009.
- CC. *Waste* is defined as:
 - (a) any substance (whether solid, liquid or gaseous) that is discharged, emitted or deposited in the environment in such a volume, consistency or manner as to cause an alteration in the environment, or
 - (b) any discarded, rejected, unwanted, surplus or abandoned substance, or

Clean-Up Notice

- (c) any otherwise discarded, rejected, unwanted, surplus or abandoned substance intended for sale or recycling, processing, recovery or purification by separate operation from that which produced the substance, or
- (d) any processed, recycled, re-used or recovered substance produced wholly or partly from waste that is applied to land, or used as fuel, but only in the circumstances prescribed by the regulations, or
- (e) any substance prescribed by the regulations to be waste.

A substance is not precluded from being waste for the purposes of this Act merely because it is or may be processed, recycled, re-used or recovered.'

DD. *Asbestos waste* is defined as any waste that contains asbestos. (Schedule 1 of the Act)

Reasonable suspicion of a land pollution incident

- A. The EPA reasonably suspects, based on the observations of its officers, and test results of samples analysed and collected from the Premises, that:
 - (i) the fill material deposited on the Premises contains asbestos and is asbestos waste as defined in the Act,
 - (ii) more than 10 tonnes of fill material containing asbestos, being asbestos waste, has been deposited on the Premises, and comprises land pollution of a prescribed nature, as a result of which land pollution has occurred, is occurring or is likely to occur, and
 - (iii) there is a potential for harm to human health based on the presence of asbestos in the fill material deposited on the Premises as it is accessible and vulnerable to disturbance by people or vehicles, and the disturbance of asbestos may release fibres into the air, which has the potential to cause harm to humans.
- B. The EPA reasonably suspects you of causing or having caused a pollution incident by your actions in arranging the deposit of asbestos waste on the Premises, which substance poses risks to human health and the environment.
- C. The EPA is therefore directing you to take clean-up action because the EPA reasonably suspects you of causing or having caused a pollution incident on the Premises under s 91(1)(b) of the Act.
- D. As previously mentioned, the EPA is taking a staged approach to the clean-up action at the Premises due to the volume of contaminated waste material that has been unlawfully transported to the Premises and land applied. The EPA will determine compliance with each Stage before it instructs you of requirements of the next stage of works.

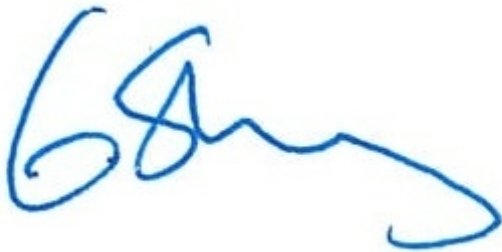
WHAT THIS CLEAN-UP NOTICE REQUIRES YOU TO DO

The EPA directs Andrew Hughes to take the following clean-up action:

1. As soon as possible and by no later than **5pm on Friday 9th September 2022**, engage a suitably qualified engineer to attend the Premises and assess the area marked in red at Image One in Attachment A. This image depicts the pool area and fencing at the Premises and includes to the area in which the imported waste material ceases.
2. The suitably qualified geotechnical engineer should include in the assessment:

Clean-Up Notice

- (a) An assessment of the entire area of imported waste material at the Premises, including an assessment of risk to environmental health from water and land pollution.
 - (b) A method to mitigate any water pollution, air pollution and land pollution from the imported material at the Premises, including any erection of containment barriers.
 - (c) An assessment of the harm to the environment of the contaminated waste material at the Premises, including the risk and associated danger of land and water pollution continuing at the Premises.
 - (d) An assessment of the continuing impacts to the environment, including pollution to land and potential pollution of waters; and
 - (e) A proposal on the removal of the asbestos contaminated waste material from the Premises, including a remedial action plan.
3. All documentation must be submitted via email to epa.complianceinvestigations@epa.nsw.gov.au

A handwritten signature in blue ink, appearing to read 'Greg Sheehy'.

Greg Sheehy

Director

Major Compliance and Investigations Branch

(by Delegation)

FEE TO BE PAID

You are required by law to pay a fee for the administrative costs of issuing this Notice. An invoice for the fee has been attached to this Notice.

It is an offence not to pay this fee. However you can apply for an extension of time to pay the fee or for the fee to be waived. At the end of this Notice there is information about how and when to pay the fee and how to apply for an extension or a waiver of the fee.



Clean-Up Notice

WARNINGS AND INFORMATION ABOUT THIS CLEAN-UP NOTICE

This Notice is issued under section 91 of the Act.

It is an offence against the Act not to comply with a clean-up notice unless you have a reasonable excuse.

Details provided in this Notice will be available on the Public Register in accordance with s 308 of the Act

When this Notice begins to operate

This Notice operates from the day the Notice is given, unless a later date is specified in the Notice.

Continuing obligation

Under s 319A of the Act, your obligation to comply with the requirements of this Notice continues until the Notice is complied with in full, even if the due date for compliance has passed.

Penalty for not complying with this Notice

The maximum penalty that a court may impose for a corporation is \$1,000,000 and a further \$120,000 for each day the offence continues. The maximum penalty that a court may impose for an individual is \$250,000 and a further \$60,000 for each day the offence continues.

Recovery of compliance costs from the person who caused the incident

If you comply with this Notice but you are not the person who caused the pollution incident to which the notice relates, you have a right to go to court to recover your costs of complying with the Notice from the person who caused the incident.

Variation of this Notice

The requirements of this Notice may only be varied or revoked by written notice issued by the EPA.

Deadline for paying the fee

The fee must be paid by **no later than 30 days after the date of this Notice**, unless the EPA extends the time to pay the fee, or waives the fee.

How to pay the fee

Possible methods of payment are listed on the last page of the attached invoice/statement.

Please include the payment slip from the attached invoice/statement with your payment.

How to apply for an extension of time to pay/waive the fee

An application for an extension of time to pay the fee or for the fee to be waived must be made in writing to the EPA. The application should set out clearly why you think your application should be granted.

Other costs

The Act allows the EPA to recover from you reasonable costs and expenses it incurs in monitoring action taken under this Notice, ensuring the Notice is complied with and associated matters.

If you are required to pay these other costs and expenses you will later be sent a separate Notice called a 'Notice Requiring Payment of Reasonable Costs and Expenses'.

Clean-Up Notice

ATTACHMENT A



Image One: Aerial map of Premises depicting area subject to Clean-Up Notice No.3503385, which includes from the fencing of the pool area on the Premises down to the end of the imported fill material area and encompasses the entire width of the Premises.

Clean-Up Notice



Image Two: Depicting the extent of the fill material at the Premises which has been land applied and spread at the Premises.

Clean-Up Notice



Image Three: Depicting proximity of contaminated waste material at the Premises to South Creek.

Variation of Clean-up Notice



Mr Andrew Hughes

9 AVON PLACE
WINDSOR DOWNS
NSW 2756

Attention: Mr Andrew Hughes

Notice Number 3506257
Reference Number VN-851
Date 30-08-2023

VARIATION OF NOTICE OF CLEAN-UP ACTION

BACKGROUND

- A. The Environment Protection Authority (**EPA**) issued Clean-up Notice No. 3504810 (**the Clean-up Notice**) to Mr Andrew Hughes on 28 March 2023.
- B. On 7 July 2023 the EPA received a copy of a report '*Detailed Site Investigation 9 Avon Place, Windsor Downs, NSW Mr. Andrew Hughes CAE1315.v1f Date: 20/06/2023*' (**the DSI**) and a copy of a report '*Remedial Action Plan 9 Avon Place, Windsor Downs NSW Mr. Andrew Hughes CAE1315_RAP.v1f Date: 20/06/2023*' (**the RAP**).
- C. The RAP provides information on proposed actions for the removal of waste, including asbestos waste, from 9 Avon Place, Windsor Downs, NSW 2756 (**the Premises**).
- D. The EPA has reviewed the RAP and determined to vary the Clean-up Notice (**the Varied Notice**) as detailed below.

VARIATION OF NOTICE OF CLEAN-UP ACTION

- E. By this notice the EPA varies Notice of Clean-up Notice No. 3504810 in the following manner:



Variation of Clean-up Notice

The paragraphs which state that:

1. By no later than **5:00pm on 11 April 2023**, nominate an independent and suitably qualified experts(s) to conduct a waste classification and volumetric survey of the Waste (as defined in this Notice) within the area shown in Attachment A, and seek the EPA's approval of the expert(s) by providing their details to the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au;
2. Within **7 days** of the EPA approving the nomination of the expert(s), engage the approved expert(s) to conduct a waste classification and volumetric survey of the Waste (as defined in this Notice) within the area shown in Attachment A, and to prepare a waste classification report and volumetric survey report.
3. In the event the EPA does not approve the nominated expert(s) the EPA will notify you and provide the reasons for refusing approval. Within **7 days** of that notification you are to nominate another independent and suitably qualified expert(s) to conduct a waste classification and volumetric survey of the Waste (as defined in this Notice) within the area shown in Attachment A and to prepare a waste classification report and volumetric survey report, and seek the EPA's approval of the expert(s) by providing their details to the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au;
4. By no later than **4 weeks** after the EPA approves the engagement of the nominated expert(s) provide a copy to the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au of the waste classification report and volumetric survey report.
5. By no later than **6 weeks** after the EPA approves the engagement of the nominated expert(s) have the approved expert(s) prepare a written plan for the safe management removal and disposal of the Waste (as defined in this Notice) within the area shown in Attachment A, from the Premises (**the Remediation Plan**).
6. By no later than 6 weeks after the EPA approves the engagement of the nominated expert(s) provide a copy, by email to epa.complianceinvestigations@epa.nsw.gov.au, of the Remediation Plan to the EPA.



Variation of Clean-up Notice

7. Signage is to be provided to the EPA and will be erected at each entrance of the Premises.
 - i. If signage is provided by the EPA, maintain the sign in good order to ensure it remains visible and is legible from Avon Place;
 - ii. If signage is provided by the EPA, you must ensure that you, your employees, subcontractors, or agents do not tamper or interfere with or alter the signage in any way;
 - iii. If signage is provided by the EPA, you must ensure that you, your employees, subcontractors, or agents do not remove the signage without prior written approval from the EPA;
 - iv. Until further notice, maintain the sign and take all reasonable steps to ensure that it is not defaced or damaged; and
 - v. Report any damage (other than wear and tear) or loss of the sign to the EPA within 2 working days of discovery.
8. Take all reasonable steps to immediately ensure that no further waste material is imported to and/or deposited at the Premises.
9. Take all reasonable steps to immediately prevent any person (apart from the approved expert(s) referred to in the directions and his/her representatives or assisting staff) or vehicle from tampering with, disturbing or moving the Waste (as defined in this Notice) within the area shown in Attachment A.

are replaced by:



Variation of Clean-up Notice

1. By no later than **4 weeks** after the EPA issues the Varied Notice undertake excavation and removal works of the material on the Premises at the areas identified in, and in accordance with the methodology detailed in, 'Stage 1 AEC-1 Bonded Hot Spot Locations in Remedial Action Plan CAE1315-RAP.v1f' (**Stage 1 works**). You must inform the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au no less than 48 hours prior to works commencing.
2. At least **48 hours** prior to any material being removed from the Premises in accordance with Direction 1 you must:
 - i. Notify the EPA that material will be removed from the Premises;
 - ii. Provide copies of the waste classification of the material;
 - iii. Provide the volume of material being removed;
 - iv. Provide the registration(s) of the vehicle(s) removing the material; and
 - v. Provide details of the proposed lawfully licensed facility which the material will be taken to.

This information must be provided by email to epa.complianceinvestigations@epa.nsw.gov.au.

3. Within **1 week** of the conclusion of Stage 1 works provide the EPA with weighbridge dockets from the lawfully licensed facility(s) the material was taken to. These must be provided by email to epa.complianceinvestigations@epa.nsw.gov.au.
4. By no later than **1 week** after the completion of Direction 1 undertake excavation and removal works of the material on the Premises, at the areas identified in, and in accordance with the methodology detailed in, 'Stage 2 AEC-2 Bonded Surface to Near-surface Locations in Remedial Action Plan CAE1315-RAP.v1f' (**Stage 2 works**). You must inform the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au no less than 48 hours prior to works commencing.
5. At least **48 hours** prior to any material being removed from the Premises in accordance with Direction 4 you must:
 - i. Notify the EPA that material will be removed from the Premises;
 - ii. Provide copies of the waste classification of the material;
 - iii. Provide the volume of material being removed;
 - iv. Provide the registration(s) of the vehicle(s) removing the material; and
 - v. Provide details of the proposed lawfully licensed facility which the material will be taken to.

This information must be provided by email to epa.complianceinvestigations@epa.nsw.gov.au.

Variation of Clean-up Notice

6. Within **1 week** of the conclusion of Stage 2 works provide the EPA with weighbridge dockets from the lawfully licensed facility(s) the material was taken to. These must be provided by email to epa.complianceinvestigations@epa.nsw.gov.au.
7. By no later than **1 week** after the completion of Direction 4 undertake excavation and removal works of the material on the Premises at the areas identified in, and in accordance with the methodology detailed in, 'Stage 3 AEC-3 Benzo(a)Pyrene and Lead Hot Spot Locations in Remedial Action Plan CAE1315-RAP.v1f' (**Stage 3 works**). You must inform the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au no less than 48 hours prior to works commencing.
8. At least **48 hours** prior to any material being removed from the Premises in accordance with Direction 7 you must:
 - i. Notify the EPA that material will be removed from the Premises;
 - ii. Provide copies of the waste classification of the material;
 - iii. Provide the volume of material being removed;
 - iv. Provide the registration(s) of the vehicle(s) removing the material; and
 - v. Provide details of the proposed lawfully licensed facility which the material will be taken to.

This information must be provided by email to epa.complianceinvestigations@epa.nsw.gov.au.

9. Within **1 week** of the conclusion of Stage 3 works provide the EPA with weighbridge dockets from the lawfully licensed facility(s) the material was taken to. These must be provided by email to epa.complianceinvestigations@epa.nsw.gov.au.
10. By no later than **1 week** after the completion of Direction 7 undertake excavation and removal works of the Material on the Premises at the areas identified at, and in accordance with the methodology detailed in, 'Stage 4 AEC-4 Remaining Fill Material in Remedial Action Plan CAE1315-RAP.v1f' (**Stage 4 works**). You must inform the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au no less than 48 hours prior to works commencing.
11. At least **48 hours** prior to any material being removed from the Premises in accordance with Direction 10 you must:
 - i. Notify the EPA that material will be removed from the Premises;
 - ii. Provide copies of the waste classification of the material;
 - iii. Provide the volume of material being removed;
 - iv. Provide the registration(s) of the vehicle(s) removing the material; and



Variation of Clean-up Notice

- v. Provide details of the proposed lawfully licensed facility which the material will be taken to.

This information must be provided by email to epa.complianceinvestigations@epa.nsw.gov.au.

12. Within **1 week** of the conclusion of Stage 4 works provide the EPA with weighbridge dockets from the lawfully licensed facility(s) the material was taken to. These must be provided by email to epa.complianceinvestigations@epa.nsw.gov.au.
13. By no later than **4 weeks** after the EPA issues the Varied Notice engage an occupational hygienist or other suitably qualified and experienced person(s) to oversee and supervise the sampling and classification of all fill material excavated and removed at Stages 1-4. The name of the occupational hygienist or other suitably qualified and experienced person(s) must be provided by email to epa.complianceinvestigations@epa.nsw.gov.au prior to any remediation works occurring.
14. Within **2 Weeks** of all material being removed from the Premises, in accordance with Directions 1, 4, 7 and 10 provide a clearance certificate, as provided by cl.474 of the *Work Health and Safety Regulation 2017* prepared by a suitably qualified independent person(s) (qualified as an occupational hygienist or a licensed asbestos assessor who has experience in dealing with asbestos waste or both), confirming that all Waste, including all asbestos waste, has been removed from the premises.
15. Signage has been provided by the EPA and has been erected at each entrance to the Premises.
 - i. Signage provided by the EPA must be maintained in good order to ensure it remains visible and legible from Avon Place;
 - ii. You must ensure that you, your employees, subcontractors, or agents do not tamper or interfere with or alter the signage in any way;
 - iii. You must ensure that you, your employees, subcontractors, or agents do not remove the signage without written approval from the EPA;
 - iv. Until further notice, maintain the signage and take all reasonable steps to ensure that it is not defaced or damaged; and
 - v. Report any damage (other than wear and tear) or loss of the sign to the EPA within 2 working days of discovery.

Variation of Clean-up Notice

16. Take all reasonable steps to ensure that no further waste material is imported to and/or deposited at the Premises.

A handwritten signature in blue ink, appearing to read 'G Sheehy'.

Greg Sheehy

Director Major Compliance and Investigations

(By Delegation)

INFORMATION ABOUT THIS NOTICE

- Details provided in this notice will be available on the EPA's Public Register in accordance with section 308 of the Protection of the Environment Operations Act 1997.
- This notice is issued under section 110 of the Protection of the Environment Operations Act 1997.
- This notice operates from the date of issue of this notice unless a later date is specified in this notice.



Revocation of Clean-Up Notice

Mr Andrew Hughes
9 AVON PLACE
WINDSOR DOWNS
NSW 2756

Attention: Mr Andrew Hughes

Notice Number 3504333
Reference Number RN-343
Date —

REVOCATION OF NOTICE OF CLEAN-UP ACTION

BACKGROUND

- A. The Environment Protection Authority (**EPA**) issued Clean-up Notice 3503385 to Mr Andrew Hughes on 29 August 2022 as the person reasonably suspected of causing or having caused a land pollution incident on Lot 1131 of Deposited Plan 834695, being 9 Avon Place, Windsor Downs, NSW 2756 (the **Premises**).
- B. The EPA issued Variation of Notice of Clean-up Action 3503678 on 28 September 2022 (**Variation Notice 3503678**) which extended the date for compliance with Direction 1 and which also corrected an error at paragraph Q of Clean-up Notice 3503385.
- C. The EPA has determined to revoke Clean-up Notice 3503385 (as varied).

REVOCATION OF NOTICE OF CLEAN-UP ACTION

The EPA hereby revokes Clean-up Notice 3503385 dated 29 August 2022 (as varied), with effect from the date of this notice of revocation.

A handwritten signature in blue ink, appearing to be 'Andrew Hughes', written over a light blue circular stamp.



Revocation of Clean-Up Notice

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(by Delegation)

INFORMATION ABOUT THIS NOTICE

- Details provided in this notice will be available on the EPA's Public Register in accordance with section 308 of the Protection of the Environment Operations Act 1997.
- This notice is issued under section 110 of the Protection of the Environment Operations Act 1997.
- This notice operates from the date of issue of this notice unless a later date is specified in this notice.

Variation of Clean-up Notice



Andrew Hughes

9 AVON PLACE
WINDSOR DOWNS NSW 2756

Attention: Andrew Hughes
Notice Number 3503678
Reference Number VN-500
Date 28-09-2022

VARIATION OF NOTICE OF CLEAN-UP ACTION

BACKGROUND

- A. The Environment Protection Authority (EPA) issued Notice of Clean-up Action No. 3503385 to Andrew Hughes on 29-08-2022.
- B. Clean-Up Action No.3503385 pertained to an investigation at 9 Avon Place, Windsor Downs NSW (**the Premises**). Under section 91(1)(b) of the Act, the EPA reasonably suspects that Andrew Hughes of causing or having caused a pollution incident at the Premises by causing the transport of waste within the meaning of the Act, including waste containing asbestos, to the Premises, and the storage, deposit and application of that waste to land at the Premises
- C. On the 9 September 2022, the EPA received notification from the legal representative for Andrew Hughes, Ms Zali Burrows, that Andrew Hughes's mother had passed away. Considering this information, the EPA has granted an extension to the compliance date for Clean-Up Action No.3503385, which is specified in this Variation of Clean-Up Notice.
- D. The EPA has recognised an error in the original Clean-Up Action, which stated in paragraph Q of the notice, that the volumetric survey undertaken estimated the area of estimated contaminated imported fill material at the Premises to be 30,000m³. The correct estimated area is 3759m³. This change is reflected in the Variation of Clean-Up Notice.

VARIATION OF NOTICE OF CLEAN-UP ACTION

Variation of Clean-up Notice

1. By this notice the EPA varies Notice of Clean-up Action No. 3503385 (“the previous notice”) in the following manner:

Q. EPA officers and representatives undertook a volumetric survey to understand the amount of contaminated waste material that has been imported and land applied at the Premises, which is estimated to be approximately 30,000 cubic metres;

AND

The section **WHAT THIS CLEAN-UP NOTICE REQUIRES YOU TO DO** which states that:

The EPA directs Andrew Hughes to take the following clean-up action:

1. As soon as possible and by no later than **5pm on Friday 9th September 2022**, engage a suitably qualified engineer to attend the Premises and assess the area marked in red at Image One in Attachment A. This image depicts the pool area and fencing at the Premises and includes to the area in which the imported waste material ceases.
2. The suitably qualified geotechnical engineer should include in the assessment:
 - (a) An assessment of the entire area of imported waste material at the Premises, including an assessment of risk to environmental health from water and land pollution.
 - (b) A method to mitigate any water pollution, air pollution and land pollution from the imported material at the Premises, including any erection of containment barriers.
 - (c) An assessment of the harm to the environment of the contaminated waste material at the Premises, including the risk and associated danger of land and water pollution continuing at the Premises.
 - (d) An assessment of the continuing impacts to the environment, including pollution to land and potential pollution of waters; and
 - (e) A proposal on the removal of the asbestos contaminated waste material from the Premises, including a remedial action plan.

3. All documentation must be submitted via email to epa.complianceinvestigations@epa.nsw.gov.au

is replaced by:

The EPA directs Andrew Hughes to take the following clean-up action:

Q. EPA officers and representatives undertook a volumetric survey to understand the amount of contaminated waste material that has been imported and land applied at the Premise, which is estimated to be approximately 3,759 cubic metres;

Variation of Clean-up Notice

AND

1. As soon as possible and by no later than **5pm on Friday 21st October 2022**, engage a suitably qualified engineer to attend the Premises and assess the area marked in red at Image One in Attachment A. This image depicts the pool area and fencing at the Premises and includes to the area in which the imported waste material ceases.
2. The suitably qualified geotechnical engineer should include in the assessment:
 - (a) An assessment of the entire area of imported waste material at the Premises, including an assessment of risk to environmental health from water and land pollution.
 - (b) A method to mitigate any water pollution, air pollution and land pollution from the imported material at the Premises, including any erection of containment barriers.
 - (c) An assessment of the harm to the environment of the contaminated waste material at the Premises, including the risk and associated danger of land and water pollution continuing at the Premises.
 - (d) An assessment of the continuing impacts to the environment, including pollution to land and potential pollution of waters; and
 - (e) A proposal on the removal of the asbestos contaminated waste material from the Premises, including a remedial action plan.
3. All documentation must be submitted via email to catherine.stack@epa.nsw.gov.au

A handwritten signature in black ink, appearing to read 'Catherine Stack'.

Catherine Stack
Unit Head
(by Delegation)

INFORMATION ABOUT THIS NOTICE

- Details provided in this notice will be available on the EPA's Public Register in accordance with section 308 of the Protection of the Environment Operations Act 1997.
- This notice is issued under section 110 of the Protection of the Environment Operations Act 1997.



Variation of Clean-up Notice

- This notice operates from the date of issue of this notice unless a later date is specified in this notice.

Clean-Up Notice



Mr Andrew Hughes
9 AVON PLACE
WINDSOR DOWNS
NSW 2756

Attention: Mr Andrew Hughes

Notice Number 3504810
Reference Number SR-314
Date 28-03-2023

Clean-up Notice

Why is the EPA writing to you?

The Environment Protection Authority (**EPA**) reasonably suspects that a pollution incident has occurred and is occurring on land being Lot 1131 of Deposited Plan 834695, being the property at 9 AVON PLACE, WINDSOR DOWNS, NSW 2756 (**the Premises**).

The EPA has issued you with this Clean-up Notice under section 91(1)(a) of the *Protection of the Environment Operations Act 1997* (**the Act**) on the basis that you are the owner and occupier of the Premises. Further information is set out in the Notice below.

What are you required to do?

Please read this Notice carefully and carry out the clean-up actions specified in this Notice by the dates required. If you have any queries about this matter, please contact:
epa.complianceinvestigations@epa.nsw.gov.au.

BACKGROUND

- A. The EPA has responsibility for the administration and enforcement of the Act.
- B. A Land Title Search obtained by the EPA on 22 February 2023 through the New South Wales Land Registry Services confirms that you, Andrew Hughes, and Tara-Lee Eliza Hughes are the current registered owners of the Premises (as joint tenants).
- C. The EPA also understands that you and Ms Tara-Lee Eliza Hughes currently reside at the Premises and have management and control of the Premises.
- D. You, Andrew Hughes, are a registered owner and occupier of the Premises for the purposes of s 91(1)(a) of the Act.
- E. The Premises is comprised of approximately 40 acres of land, partially situated on a zoned flood plain, with South Creek located at the eastern end of the Premises.



Clean-Up Notice

- F. **Attachment A** is a map showing the area at the Premises where an estimated 6000 tonnes of waste material comprising compacted soil containing pieces of brick, concrete, tiles, fibrous cement board and asbestos which the EPA reasonably suspects has been imported to, and applied to land at, the Premises (**the Waste**).
- G. Sampling of the Waste was undertaken at the Premises on 13 December 2021 and 21 June 2022 and these samples were subsequently analysed at a National Association of Testing Authorities (**NATA**) accredited laboratory, which confirmed the presence of asbestos in the Waste.
- H. The application to land of waste (including asbestos waste as a form of special waste) received from off-site is a scheduled activity under clause 39 of Schedule 1 of the Act.
- I. The storage of more than 5 tonnes of special waste received from off-site (other than waste tyres) on a premises at any time is a scheduled activity under clause 42(3)(a) of Schedule 1 of the Act.
- J. The storage of more than 1000 tonnes of general solid waste received from offsite on a premises at any time (in the case of premises in the regulated area) is a scheduled activity under clause 42(3)(c)(i) of Schedule 1 of the Act.
- K. The EPA is the appropriate regulatory authority (**ARA**) for scheduled activities under the Act pursuant to section 6 of the Act.
- L. A search of EPA records shows that the EPA has not issued an Environment Protection Licence (**EPL**) permitting the scheduled activities of waste storage (special waste or general solid waste) or application to land of waste (include asbestos waste) received from off-site, to occur at the Premises.

EPA Investigation

- M. During September 2021, the EPA became aware of the alleged unlawful dumping of large quantities of unknown waste material at the Premises, which had commenced in about July 2021.
- N. On 9 December 2021, EPA authorised officers attended the Premises to conduct a voluntary inspection (**the 9 December 2021 inspection**) and observed fragments of suspected asbestos, along with construction and demolition material comprising building rubble, bricks and steel bars, in a stockpile located near the dam on the Premises. The location of this stockpile is marked in the map at **Attachment A**. The EPA took several photographs of the stockpile which can be located at **Attachment B**.
- O. During the 9 December 2021 inspection the EPA took one sample of suspected asbestos containing material (**ACM**) from this stockpile. This sample was subsequently tested at a NATA accredited laboratory and tested positive for asbestos.
- P. During the 9 December 2021 inspection EPA officers also observed a large amount of fill material had been spread at the Premises in the area immediately east of the swimming pool and continuing eastwards towards South Creek and estimated this to cover an area of approximately 2500m².
- Q. During the 9 December 2021 inspection, EPA officers also interviewed you, Andrew Hughes, under caution during which you provided information that:
 - i. the stockpile which EPA officers observed as comprising of construction and demolition material and located near the dam had come from a building site in Mount Druitt;
 - ii. there had been a large mound of soil at the Premises when you had moved into the Premises approximately 4 months earlier (in approximately September 2021), which was “twice the height of a car” and which you had “mowed down” across part of the Premises;
 - iii. approximately 15 truckloads of fill material (including 2 or 3 truck and dog combos) had been brought onto the Premises since the Premises had been purchased by you;



Clean-Up Notice

- iv. the material in the trucks had been deposited at the Premises when the driver was unable to get to the tip at the end of the day, and was only intended to be temporarily stored at the Premises; and
 - v. there was no development consent in place permitting the importation of the fill material onto the Premises.
- R. On 13 December 2021, EPA officers conducted an inspection of the Premises (**the 13 December 2021 inspection**) and observed approximately 6.4m³ of waste material stockpiled near a dam on the Premises. The location of this stockpile is identified in the map at Attachment A. EPA officers observed that the stockpiled waste material contained fragments of suspected asbestos containing material (**ACM**) and pieces of brick, wood, concrete, glass, plastic, and tiles.
- S. During the 13 December 2021 inspection EPA officers took five samples of material believed to be asbestos from the stockpile located near the dam. The five samples were tested at a NATA accredited laboratory with three of the samples subsequently testing positive for asbestos.
- T. On 13 December 2021, you were provided with a verbal direction by the EPA and Hawkesbury City Council to cease the importation of waste material onto the Premises.
- U. On 21 June 2022, the EPA conducted an inspection of the Premises, undertaken through the execution of a search warrant (**the 21 June 2022 inspection**). EPA officers observed a significant amount of fill material had been land-applied across the Premises in the area indicated on the map at Attachment A.
- V. The fill material appeared to be compacted soil containing pieces of brick, concrete, tiles, and fibrous cement board both embedded in, and on the surface of the fill material.
- W. The EPA, assisted by environmental consultants from WSP Australia Pty Ltd, conducted sampling at 35 locations across this land-applied fill material and the samples were sent for analysis at a NATA accredited laboratory. The results of the sampling showed that 19 asbestos fragments were present on the surface of the land-applied fill material at 14 of the 35 locations sampled.
- X. A volumetric survey of the fill material at the Premises which the EPA believes has been imported to and land-applied since approximately July 2021 (and as identified in Attachment A) was also undertaken during the 21 June 2022 inspection. The results of the volumetric survey identified that 3759m³ of fill had been land-applied at the Premises. At **Attachment C** is a copy of the volumetric survey with the locations that the asbestos fragments were located marked. The results of the sampling also identified the potential for this waste to be restricted solid waste and/or hazardous waste due to the presence of elevated levels of lead in four of the samples and identified low concentrations of per- and poly-fluoroalkyl substances (**PFAS**), polycyclic aromatic hydrocarbons (**PAHs**), pesticides, hydrocarbons, and other contaminants of concern across the sampling area.
- Y. Allowing an average conversion rate of 1m³ of material equalling 1.6 tonnes in weight, the EPA estimates that over 6000 tonnes of waste material has been land-applied at the Premises at the area identified in the map at Attachment A (this waste is defined in this Notice as the **Waste**).
- Z. The EPA reasonably suspects that the Waste identified in Attachment A is waste. The Waste consists of a mixture of soil containing brick, concrete, tiles and fibrous cement board, which is consistent with building and demolition waste (and general solid waste (non-putrescible)). The Waste also contains asbestos, resulting it being classified as Special Waste (Asbestos Waste) under the Act.
- AA. EPA officers also observed during the 21 June 2022 inspection that the Waste had been spread and land-applied at the Premises in proximity to South Creek. **Attachment D** shows the proximity of South Creek to the area at the Premises where the Waste has been applied to land. The EPA understands the Premises is considered to be flood-prone land and given the local topography, the application of

Clean-Up Notice

asbestos materials gives rise to the risk of contaminants in the Waste migrating off-site during periods of heavy rainfall.

AB. At the conclusion of the 21 June 2022 inspection, the EPA served you with Prevention Notice 3502934 (**the Prevention Notice**) directing that you:

1. Immediately cease the receipt and importation of all waste material to the premises.
2. Do not touch the waste material that has been unlawfully transported and deposited at the Premises or cause any person/s to do so.
3. Do not disturb the waste material that has been unlawfully transported and deposited at the Premises or cause any person/s to do so.
4. Do not tamper with the waste material that has been unlawfully transported and deposited at the Premises or cause any person/s to do so.

AC. On 29 August 2022, the EPA issued you with Clean-Up Notice 3503385. This was varied at your request on 28 September 2022 by way of Variation of Notice of Clean-Up Action No. 3503678 (**the Variation Notice**).

AD. The Variation Notice also corrected an error in paragraph Q of Clean-Up Notice 3503385, which stated that the volumetric survey undertaken on 21 June 2022 estimated the area of contaminated imported fill material at the Premises to be 30000m³ when the correct estimated area is 3759m³.

AE. On 21 October 2022, the EPA received written correspondence in response to Clean-Up Notice 3503385 from your solicitor, Zali Burrows. In this correspondence, the following representations were made:

- you had engaged a geotechnical engineer and an environmental engineer to inspect the Premises in the area marked as Image 1 of Clean-Up Notice 3503385;
- based on a visual assessment of the area, there was found to be no risk or potential risk to environmental health from the alleged water or land pollution. The materials are stable and do not require any mitigation measures;
- the alleged imported materials were only 12.53% of the materials estimated in the first volumetric survey conducted by EPA officers;
- the majority of materials were present within the Premises when you purchased the Premises;
- the alleged contaminated materials were found in stockpiles covered with overgrown grass and were deemed a safety hazard for your children and animals;
- the stockpiles were deemed by you to be a safety hazard and so were spread across an area where the ground levels were uneven, to provide safer playing areas for your children, and to provide safer grazing areas for your animals, and you had done this in 'good faith';
- a site contamination assessment and remedial action plan would be prepared to address any contamination found on the Premises; and
- any asbestos waste found on the Premises would be removed to a lawfully licensed facility.

AF. On 24 November 2022, EPA officers inspected the Premises from the adjoining property (**the 24 November 2022 inspection**) and observed what appeared to be recent disturbance south of the internal fence-line. The disturbance consisted of multiple fresh tyre marks indicating heavy vehicle activity, the presence of a dozer and eight additional soil stockpiles which were not present during the 21 June 2022 inspection. Photographs of the Premises as taken during the November 2022 inspection are

Clean-Up Notice

attached at **Attachment E** and a map showing the approximate locations of the disturbance and stockpiles is at **Attachment F**.

AG. On 23 February 2023 EPA officers provided your legal representative, Ms Zali Burrows with Revocation Notice 3504333 which revoked Clean-Up Notice 3503385. The EPA also provided Ms Burrows with draft Clean-up Notice 3504810 (**the Draft Clean-up Notice**) and offered you the opportunity to provide comment to the EPA on the Draft Clean-up Notice, with comments due to be received by 5:00pm on 9 March 2023.

AH. On 13 March 2023, the EPA received a letter from Ms Burrows containing some comments on the Draft Clean-up Notice.

AI. On 17 March 2023 the EPA issued a revised Draft Clean-up Notice offering you the opportunity to provide comment to the EPA on the Draft Clean-up Notice, with comments due to be received by 5:00pm on 23 March 2023.

AJ. On 22 March 2023, the EPA received a letter from Ms Burrows containing some comments on the revised Draft Clean-up Notice.

AK. The EPA has considered and addressed these comments, and is now issuing Clean-Up Notice No. 3504810 to Mr Andrew Hughes.

Environment Protection Law

AL. Section 91 of the Act enables the EPA to issue a Clean-up Notice in respect of a pollution incident.

AM. Under s 91(1)(a) of the Act, the EPA may, by notice in writing, direct an owner or occupier of premises at or from which the EPA reasonably suspects a pollution incident has occurred or is occurring, to take such clean-up action as is specified in the notice and within such period as is specified in the notice.

AN. The following are relevant definitions supplied in the Act:

Pollution incident means an incident or set of circumstances during or as a consequence of which there is or is likely to be a leak, spill or other escape or deposit of a substance, as a result of which pollution has occurred, is occurring or is likely to occur. It includes an incident or set of circumstances in which a substance has been placed or disposed of on premises, but it does not include an incident or set of circumstances involving only the emission of any noise.

Pollution is defined as including **land pollution, air pollution and water pollution**.

Land pollution is defined as the placing in or on, or otherwise introducing into or onto, the land (whether through an act or omission) any matter, whether solid, liquid or gaseous:

(a) that causes or is likely to cause degradation of the land, resulting in actual or potential harm to the health or safety of human beings, animals or other terrestrial life or ecosystems, or actual or potential loss or property damage, that is not trivial, or

(b) that is of a prescribed nature, description or class or that does not comply with any standard prescribed in respect of that matter, but does not include placing in or on, or otherwise introducing into or onto, land any substance excluded from this definition by the regulations.

For paragraph (b) of the definition of land pollution, a matter of a prescribed nature includes the placement of more than 10 tonnes of asbestos waste on or in the land. This is prescribed by clause 133(1)(c) of the *Protection of the Environment Operations (General) Regulation 2022* (**POEO General Regulation**).

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Waste is defined as:

- (a) any substance (whether solid, liquid or gaseous) that is discharged, emitted or deposited in the environment in such a volume, consistency or manner as to cause an alteration in the environment, or
- (b) any discarded, rejected, unwanted, surplus or abandoned substance, or
- (c) any otherwise discarded, rejected, unwanted, surplus or abandoned substance intended for sale or recycling, processing, recovery or purification by separate operation from that which produced the substance, or
- (d) any processed, recycled, re-used or recovered substance produced wholly or partly from waste that is applied to land, or used as fuel, but only in the circumstances prescribed by the regulations, or
- (e) any substance prescribed by the regulations to be waste.

A substance is not precluded from being waste for the purposes of the Act merely because it is or may be processed, recycled, re-used or recovered.'

General solid waste (non-putrescible) means waste (other than special waste, hazardous waste, restricted solid waste, general solid waste (putrescible) or liquid waste) that includes any of the following—

- (a) glass, plastic, rubber, plasterboard, ceramics, bricks, concrete or metal,
- (b) paper or cardboard,
- (c) household waste from municipal clean-up that does not contain food waste,
- (d) waste collected by or on behalf of local councils from street sweeping,
- (e) grit, sediment, litter and gross pollutants collected in, and removed from, stormwater treatment devices or stormwater management systems, that has been dewatered so that it does not contain free liquids,
- (f) grit and screenings from potable water and water reticulation plants that has been dewatered so that it does not contain free liquids,
- (g) garden waste,
- (h) wood waste,
- (i) waste contaminated with lead (including lead paint waste) from residential premises or educational or child care institutions,
- (j) containers, having previously contained dangerous goods, from which residues have been removed by washing or vacuuming,
- (k) drained oil filters (mechanically crushed), rags and oil absorbent materials that only contain non-volatile petroleum hydrocarbons and do not contain free liquids,
- (l) drained motor oil containers that do not contain free liquids,
- (m) non-putrescible vegetative waste from agriculture, silviculture or horticulture,
- (n) building cavity dust waste removed from residential premises, or educational or child care institutions, being waste that is packaged securely to prevent dust emissions and direct contact,
- (o) synthetic fibre waste (from materials such as fibreglass, polyesters and other plastics) being waste that is packaged securely to prevent dust emissions, but excluding asbestos waste,

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- (p) virgin excavated natural material,
- (q) building and demolition waste,
- (r) asphalt waste (including asphalt resulting from road construction and waterproofing works),
- (s) biosolids categorised as unrestricted use, or as restricted use 1, 2 or 3, in accordance with the criteria set out in the Biosolids Guidelines,
- (t) cured concrete waste from a batch plant,
- (u) fully cured and set thermosetting polymers and fibre reinforcing resins,
- (v) fully cured and dried residues of resins, glues, paints, coatings and inks,
- (w) anything that is classified as general solid waste (non-putrescible) pursuant to an EPA Gazettal notice,
- (x) anything that is classified as general solid waste (non-putrescible) pursuant to the Waste Classification Guidelines,
- (y) any mixture of anything referred to in paragraphs (a)–(x).

Special waste means any of the following— asbestos waste.

Building and demolition waste means unsegregated material (other than material containing asbestos waste or liquid waste) that results from—

- (a) the demolition, erection, construction, refurbishment or alteration of buildings other than—
 - i. chemical works, or
 - ii. mineral processing works, or
 - iii. container reconditioning works, or
 - iv. waste treatment facilities, or
 - (b) the construction, replacement, repair or alteration of infrastructure development such as roads, tunnels, sewage, water, electricity, telecommunications and airports,
- and includes materials such as—
- (c) bricks, concrete, paper, plastics, glass and metal, and
 - (d) timber, including unsegregated timber, that may contain timber treated with chemicals such as copper chrome arsenate (CCA), high temperature creosote (HTC), pigmented emulsified creosote (PEC) and light organic solvent preservative (LOSP),

but does not include excavated soil (for example, soil excavated to level off a site prior to construction or to enable foundations to be laid or infrastructure to be constructed).

Asbestos waste is defined in Schedule 1 to the Act as any waste that contains asbestos.

Reasonable suspicion of a land pollution incident

OO. On the basis of the observations of EPA authorised officers at the inspections on 9 December 2021, 13 December 2021, 21 June 2022 and 24 November 2022, and test results of samples analysed and collected from the Premises on 13 December 2021 and 21 June 2022, the EPA reasonably suspects that:

- (i) an incident or set of circumstances has occurred during or as a consequence of which there is or is likely to be a leak, spill or other escape or deposit of a substance consistent with

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general solid waste (non-putrescible) containing asbestos at the Premises and identified in Attachment A;

- (ii) this material is estimated to comprise approximately 6000 tonnes, and due to the presence of asbestos in the material the material is therefore defined as asbestos waste (and special waste) under the Act;
- (iii) the deposit of more than 10 tonnes of asbestos waste on the Premises comprises land pollution of a prescribed nature pursuant to the definition of land pollution in Act and clause 133(1)(c) of the Protection of the Environment Operations (General) Regulation 2022, as a result of which land pollution has occurred, is occurring or is likely to occur; and
- (iv) the presence of the asbestos waste at the Premises, and your actions spreading this waste across the Premises is causing or is likely to cause degradation of land resulting in actual or potential harm to the health or safety of human beings, animals or other terrestrial life or ecosystems, or actual or potential loss or property damage, that is not trivial.

PP. The EPA reasonably suspects that the land pollution incident referred to above has occurred at the Premises from at least July 2021 and is continuing to occur at the Premises.

QQ. The EPA understands that you, Andrew Hughes, are a registered owner of the Premises for the purposes of s 91(1)(a) of the Act. The EPA understands that you are also an occupier of the Premises in that you are a person who has management and control of the Premises for the purposes of s 91(1)(a) of the Act.

RR. The EPA is therefore directing you, Andrew Hughes, as an owner and occupier of the Premises, to take clean-up action as set out in this notice.

SS. This notice supersedes Clean-Up Notice 3503385 (as varied) which is revoked.

WHAT THIS CLEAN-UP NOTICE REQUIRES YOU TO DO

The EPA directs you, Andrew Lloyd Hughes, to take the following clean-up action:

1. By no later than **5:00pm on 11 April 2023**, nominate an independent and suitably qualified expert(s) to conduct a waste classification and volumetric survey of the Waste (as defined in this Notice) within the area shown in Attachment A, and seek the EPA's approval of the expert(s) by providing their details to the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au;
2. Within **7 days** of the EPA approving the nomination of the expert(s), engage the approved expert(s) to conduct a waste classification and volumetric survey of the Waste (as defined in this Notice) within the area shown in Attachment A, and to prepare a waste classification report and volumetric survey report.
3. In the event the EPA does not approve the nominated expert(s) the EPA will notify you and provide the reasons for refusing approval. Within **7 days** of that notification you are to nominate another independent and suitably qualified expert(s) to conduct a waste classification and volumetric survey of the Waste (as defined in this Notice) within the area shown in Attachment A and to prepare a waste classification report and volumetric survey report, and seek the EPA's approval of the expert(s) by providing their details to the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au.

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4. By no later than **4 weeks** after the EPA approves the engagement of the nominated expert(s) provide a copy to the EPA by email to epa.complianceinvestigations@epa.nsw.gov.au, of the waste classification report and volumetric survey report.
5. By no later than **6 weeks** after the EPA approves the engagement of the nominated expert(s) have the approved expert(s) prepare a written plan for the safe management, removal and disposal of the Waste (as defined in this Notice) within the area shown in Attachment A, from the Premises (**the Remediation Plan**).
6. By no later than **6 weeks** after the EPA approves the engagement of the nominated expert(s) provide a copy, by email to epa.complianceinvestigations@epa.nsw.gov.au, of the Remediation Plan to the EPA.
7. Signage is to be provided by the EPA and will be erected at each entrance of the Premises.
 - i. If signage is provided by the EPA, maintain the sign in good order to ensure it remains visible and is legible from Avon Place;
 - ii. If signage is provided by the EPA, you must ensure that you, your employees, subcontractors or agents do not tamper or interfere with or alter the signage in any way;
 - iii. If signage is provided by the EPA, you must ensure that you, your employees, subcontractors or agents do not remove the signage without prior written approval from the EPA;
 - iv. Until further notice, maintain the sign and take all reasonable steps to ensure that it is not defaced or damaged; and
 - v. Report any damage (other than wear and tear) or loss of the sign to the EPA within 2 working days of discovery.
8. Take all reasonable steps to immediately ensure that no further waste material is imported to and/or deposited at the Premises.
9. Take all reasonable steps to immediately prevent any person (apart from the approved expert(s) referred to in the directions and his/her representatives or assisting staff) or vehicle from tampering with, disturbing or moving the Waste (as defined in this Notice) within the area shown in Attachment A.

Clean-Up Notice

A handwritten signature in blue ink, appearing to read 'Greg', is centered on the page.

Greg Sheehy
Director Major Comp and Investigations
(by Delegation)

FEE TO BE PAID

You are required by law to pay a fee for the administrative costs of issuing this Notice. An invoice for the fee has been attached to this Notice.

It is an offence not to pay this fee. However, you can apply for an extension of time to pay the fee or for the fee to be waived. At the end of this Notice there is information about how and when to pay the fee and how to apply for an extension or a waiver of the fee.

WARNINGS AND INFORMATION ABOUT THIS CLEAN-UP NOTICE

This Notice is issued under section 91 of the Act.

It is an offence against the Act not to comply with a clean-up notice unless you have a reasonable excuse.

Details provided in this Notice will be available on the Public Register in accordance with s 308 of the Act

When this Notice begins to operate

This Notice operates from the day the Notice is given, unless a later date is specified in the Notice.

Continuing obligation

Under s 319A of the Act, your obligation to comply with the requirements of this Notice continues until the Notice is complied with in full, even if the due date for compliance has passed.

Penalty for not complying with this Notice

The maximum penalty that a court may impose for a corporation is \$1,000,000 and a further \$120,000 for each day the offence continues. The maximum penalty that a court may impose for an individual is \$250,000 and a further \$60,000 for each day the offence continues.

Recovery of compliance costs from the person who caused the incident

If you comply with this Notice but you are not the person who caused the pollution incident to which the notice relates, you have a right to go to court to recover your costs of complying with the Notice from the person who caused the incident.

Clean-Up Notice

Variation of this Notice

The requirements of this Notice may only be varied or revoked by written notice issued by the EPA.

Deadline for paying the fee

The fee must be paid by **no later than 30 days after the date of this Notice**, unless the EPA extends the time to pay the fee, or waives the fee.

How to pay the fee

Possible methods of payment are listed on the last page of the attached invoice/statement.

Please include the payment slip from the attached invoice/statement with your payment.

How to apply for an extension of time to pay/waive the fee

An application for an extension of time to pay the fee or for the fee to be waived must be made in writing to the EPA. The application should set out clearly why you think your application should be granted.

Other costs

The Act allows the EPA to recover from you reasonable costs and expenses it incurs in monitoring action taken under this Notice, ensuring the Notice is complied with and associated matters.

If you are required to pay these other costs and expenses you will later be sent a separate Notice called a 'Notice Requiring Payment of Reasonable Costs and Expenses'.

Clean-Up Notice

ATTACHMENT A



Aerial map of Premises showing the Waste subject to this Notice inside boundary marked in red.

Approximate location of the stockpile sampled on 13 December 2021 marked with an orange circle.

Clean-Up Notice

ATTACHMENT B



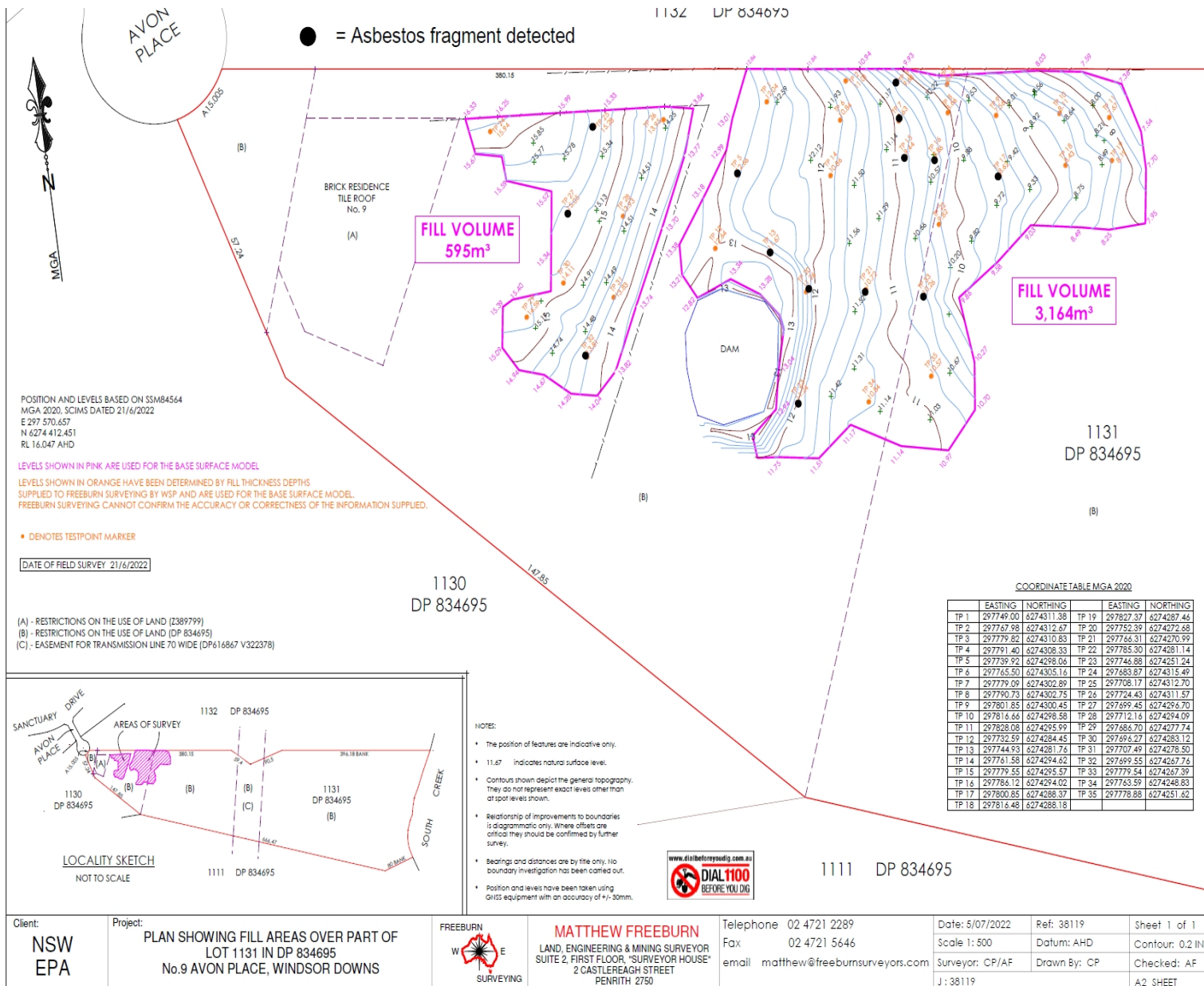
Clean-Up Notice



Photographs from EPA inspection at the Premises on 9 December 2021

Clean-Up Notice

Attachment C



Volumetric survey conducted at the Premises on 21 June 2022 with locations where asbestos fragments were located in the fill-material marked

Attachment D

Clean-Up Notice



Aerial image showing the proximity of the Waste to South Creek

Clean-Up Notice

Attachment E



Clean-Up Notice



Photographs taken of the Premises on 24 November 2022 from an adjoining property

Clean-Up Notice

Attachment F



Aerial map of Premises showing the area of disturbance marked in purple and the stockpiles of fill material in yellow, taken from inspection from an adjoining premises on 24 November 2022.

Notice of Intention to Serve an Order

Issued under Section 132 of the Local Government Act 1993

Mrs TE Hughes & Mr AL Hughes
9 Avon Place
WINDSOR DOWNS NSW 2756

Premises to which this order refers

Location

Property Address: 9 Avon Place WINDSOR DOWNS NSW 2756
Legal Description: Lot 1131 DP 834695
Property Number: 28151
SMF License Number: SMF75799

Other Details

Owner/s: Mrs TE Hughes & Mr AL Hughes
System Type: Aerated Wastewater Treatment System and Surface Irrigation
Date of Order: 6 December 2024

Pursuant to the provisions of Section 132 of the *Local Government Act 1993*, Hawkesbury City Council hereby gives you Notice of its Intention to serve on you an Order in terms of item number 21 in the Table to Section 124 of the *Local Government Act 1993*, requiring you to do such things and carry out such works as are specified below.

Specified work to be performed

Please be advised that Council requires you to carry out the following works and have them reinspected by Council Officers:

1. Arrange for the system to be serviced by a suitably qualified person and arrange to have the system serviced and the chlorine supply replenished. Request that your service agent ensure that there is enough chlorine supplied to last between services.
2. Organize for a Service Contract, of a minimum of a year, to be entered into with a suitably qualified person for the servicing of the unit at quarterly intervals and a copy of the Service Record Sheet is to be forwarded by yourself to Council after each service.
3. A minimum of 4 sprinklers should be installed. Sprinklers used shall produce a coarse droplet spray with no misting or aerosol and shall have a maximum plume height in the order of 500mm above finished ground level.

Contact Council's Customer Service Team on (02) 4560 4444 to arrange a reinspection once the above works have been completed.





Timeframe for completion of works

The whole of the work as described above is to be completed within a period of 30 days from the date of the Order, when served.

Reasons for the Issue of the Order

At the time of inspection, there was no chlorine located in the AWTS treatment tank which is required for disinfection. It was noted that the system is not being operated as per NSW Health's Accreditation of the system or with conditions of the septic tank approval. Currently the sewage management system is not operating satisfactorily and is or is likely to be causing an environmental and public health risk, which places the land in an unhealthy condition.

A Sewage Management Facility must be operated in a manner that achieves the following performance standards (Clause 44, Local Government (General) Regulation 2005):

- (a) (a) The prevention of the spread of disease by micro-organisms
- (b) (b) The prevention of the spread of foul odours
- (c) (c) The prevention of contamination of water
- (d) (d) The prevention of degradation of soil and vegetation
- (e) (e) The discouragement of insects and vermin
- (f) (f) 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
- (g) (g) The minimisation of any adverse impacts on the amenity of the premises concerned or other premises in the vicinity
- (h) (h) If appropriate, the provision for the reuse of resources (including nutrients, organic matter and water)

Appeal

You, as the person/s on whom this Order is proposed to be served, may appeal to the Land and Environment Court against the Order, or any part of the Order, when served, within a period of 28 days from the date the Order is served.

Representations

Representations as to why the Order should not be issued and served on you may be made in writing to The Manager Regulatory Services or by appointment on (02) 4560 4444, within a period of 21 days from the date of this Notice of Intention. Representations may be made by you, a barrister, a solicitor or an agent on your behalf.

After consideration of any representations made by you or on your behalf, a determination will be made:

- (a) To give an Order in accordance with the proposed Order; or
- (b) To give an Order in accordance with any modifications made to the proposed Order; or
- (c) Not to give an Order.

Enquiries

For any enquiries or booking of a reinspection please contact Council's Customer Experience Team on (02) 4560 4444.

Grant Griffin | Technical Officer - SMF | Hawkesbury City Council

📞 (02) 4560 4444