

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	NGU Real Estate Quakers Hill Mobile: 0404 711 222 Unit 1, 2 Douglas Road, Quakers Hill NSW 2763	phone: 02 8662 2763 email: sam.yazdi@ngurealestate.com.au ref: Sam Yazdi
co-agent		
vendor	Davood BESHARAT	
vendor's solicitor	Fanaian Solicitors ALL POST: PO Box 77, Gordon, NSW 2072 807-809 Pacific Highway, Gordon, NSW 2072	phone: (02) 9418 4222 email: farid.fanaian@fanaiansolicitors.com.au ref: 25/0021
date for completion	90 days after the contract date	(clause 15)
land (address, plan details and title reference)	85 Alexander Street, Bligh Park, NSW 2756 LOT 746 IN DEPOSITED PLAN 777657 Folio Identifier 746/777657	
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Medical Centre	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning ☐ clothes line ☒ fixed floor coverings ☐ range hood ☐ blinds ☐ curtains ☐ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☒ light fittings ☐ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ other:
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."

SIGNING PAGE

VENDOR	PURCHASER
Signed by Davood BESHARAT _____ 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)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

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

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☐ NO ☒ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make an **GSTRW payment**☒ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General ☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location diagram) ☒ 9 sewer lines location diagram (sewerage service diagram) ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <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 Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	Strata or community title (clause 23 of the contract) ☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract or statement ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off the plan contract ☐ 59 other document relevant to the off the plan contract Other ☐ 60
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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	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land and Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. 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 served 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 by a 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 <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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.

85 ALEXANDER ST BLIGH PARK NSW 2756

ANNEXURE TO CONTRACT FOR SALE OF LAND

Special Conditions

VENDOR: Davood Besharat

PURCHASER:

PROPERTY: 85 Alexander Street, Bligh Park, NSW 2120

DATED:

33. GENERAL

- (a) If there is any inconsistency between any of the clauses 1 to 32 inclusive of this Contract, with the following clauses, then the provisions of the following clauses shall prevail.
- (b) Headings are for ease of reference and do not affect the interpretation of any clause.

34. ALTERATIONS TO STANDARD CLAUSES

- (a) Clause 6.2 is deleted.
- (b) Clause 7.1.1 is amended by replacing "5%" with "\$200.00".
- (c) Clause 7.2.1 is amended by replacing "10% of the price" with "\$200.00".
- (d) New clause 7.2.7 is inserted as follows: "the deposit holder is authorised to pay any amount held in accordance with the directions of both parties or of the arbitrator (if appointed and the claims are finalised). The deposit holder must pay the deposit to the Vendor and any interest on the deposit in accordance with clause 2.9, if the claims lapse."
- (e) Clause 8.2.1 is amended by replacing the words "and any other money paid by the purchaser" with "paid".
- (f) Clause 8.2.2 is deleted.
- (g) Clauses 10.1.8 and 10.1.9 is amended by replacing the word "substance" with "existence".
- (h) Clause 13.7 is amended by adding the words "This clause is an essential term of the Contract and shall not merge on completion".
- (i) Clauses 13.8 and 13.9 are deleted.
- (j) Clauses 14.4.2 is deleted.
- (k) Clause 16.5 is amended by deleting the words "plus another 20% of that fee".
- (l) Clause 16.6 is amended by inserting after the word "If" the words "not less than 7 days before the completion date".
- (m) Clause 16.8 is deleted.
- (n) Clauses 23.6.1 is amended by inserting after the word "determined" the words "and payable".
- (o) Clause 23.6.2 is amended by inserting after the word "determined" the words "or payable".
- (p) Clause 23.9 is deleted.

(q) Clause 23.13 is amended by replacing the words “vendor must” with the words “purchaser must order and”.

(r) Clause 23.14 is deleted.

35. PROPERTY SOLD ‘AS IS’

(a) The Purchaser shall be deemed to have acquainted itself with the state and condition in every respect of the Property (including any buildings or improvements thereon). The Purchaser relies on its own inspections, knowledge, and enquiries. The Purchaser does not rely on any representation, warranties or promises other than as set out in this Contract.

(b) The Property is sold in its existing condition and state of repair and subject to:

(i) Any holes or marks as a result of the removal by the vendor of picture frames, paintings, hanging mirrors, television brackets, dryer brackets, etc.

(ii) All infestations and dilapidation.

(iii) The presence of any sewer, manhole, vent, mains, connections, wires, pipes, conduits, channels or distributors with respect to any service as defined in clause 10.1.2.

(iv) Any roof or yard water drainage or pipe being connected to the sewer.

(v) Any environmental hazard or contamination.

(vi) Any latent or patent defect or fault in the Property.

(vii) Any non-compliance, whether the existence or substance of which is disclosed or undisclosed in this Contract.

(c) No warranty, condition, term or stipulation as to the quality, state, fitness or condition of the land sold or any part thereof or any of the items of personal property included in this sale is given or agreed to expressly or impliedly by the Vendor, any agent of the Vendor, or any person claiming to represent the Vendor.

(d) The Vendor any agent of the Vendor, or any person claiming to represent the Vendor does not represent that the Property is fit or suitable for any particular purpose.

(e) The Purchaser cannot raise any objection, requisition or claim for compensation, delay completion, rescind, or terminate as to any fault or defect in the Property, or as to the suitability (or lack of suitability) of the Property for any purpose, or as to any of the matters mentioned in this clause 35.

36. DEPOSIT GUARANTEE

(a) The following clause applies only if the Purchaser has paid the Deposit by way of Deposit Guarantee.

(b) In this Contract, Deposit Guarantee means the deposit guarantee issued to the Vendor at the request of the Purchaser by the issuing party, which must be an Australian bank or company (the Guarantor) in the form approved by the Vendor before the date of this Contract.

(c) Subject to clauses (d) and (e) below, the delivery of the Deposit Guarantee on or before the date of this Contract to the person nominated in this Contract as Deposit holder will, to the extent of the amount guaranteed under the Deposit Guarantee, be deemed for the purposes of this Contract to be payment of the Deposit in accordance with this Contract.

- (d) The Purchaser will pay the amount stipulated in the Deposit Guarantee in cash or by unendorsed bank cheque on the completion of this Contract or at such other time as may be provided for the Deposit to be accounted for to the Vendor.
- (e) If the Vendor serves on the Purchaser a notice in writing, claiming to forfeit the Deposit, then to the extent that the amount has not already been paid by the Guarantor under the Deposit Guarantee, the Purchaser must immediately pay the Deposit (or such amount of the Deposit as has not been paid) to the Deposit holder.
- (f) The Vendor acknowledges that payment by the Guarantor under the Deposit Guarantee will, to the extent of the amount paid, be in satisfaction of the Purchaser's obligation to pay the Deposit under clause (e) above.

37. RESCISSION OR TERMINATION FOR BANKRUPTCY, INSOLVENCY, DEATH OR INCAPACITY

- (a) Should any of the following occur prior to completion where: the Purchaser (if the Purchaser or a Purchaser is an individual) dies, becomes mentally incompetent, or is sentenced to imprisonment for a term of one month or more, then the Vendor can rescind this Contract under clause 19.
- (b) Should any of the following occur prior to completion where:
 - (i) the Purchaser (if the Purchaser or a Purchaser is an individual) be declared bankrupt;
 - (ii) the Purchaser (if the Purchaser or a Purchaser is a corporation) or enter into any scheme to make any assignment for the benefit of creditors, or have a petition for winding up presented or have a liquidator, provisional liquidator, receiver, receiver and manager, or controller appointed; or
 - (iii) a mortgagee enters into possession of all or a substantial part of the Purchaser's assets, the Purchaser is deemed by any relevant legislation to be unable to pay its debts, or either a receiver, receiver and manager, or agent of a mortgagee be appointed in relation to all or a substantial part of the Purchaser's assets,
 then the Vendor can terminate this Contract under clause 9.

38. INTRODUCTION BY AGENT

The Purchaser warrants that the agent named in this Contract is the agent that introduced the Purchaser to the Property and indemnifies (including covering expenses, legal costs and disbursements on a solicitor and client basis) the Vendor against any claim for commission by any other agent. This clause will not merge on completion.

39. LATE SUBMISSION OF TRANSFER OR SETTLEMENT FIGURES; SETTLEMENT FAILURE/DELAY

- (a) The Purchaser agrees that the amount of \$99.00 will be allowed on settlement in favour of the Vendor if the Transfer is not served on the Vendor's solicitor at least 14 days prior to the Contract settlement date or an earlier agreed settlement date (and irrespective of any extended settlement date resulting from the exercise of a Notice to Complete) to cover liquidated damages for both or either of the following:
 - (i) to cover the cost of the Vendor's Solicitor preparing its own transfer; and/or
 - (ii) to cover delays and additional correspondence incurred by the Vendor's Solicitor through this delay.
- (b) The Purchaser agrees that the amount of \$99.00 will be allowed on settlement in favour of the Vendor if the Settlement Adjustment sheet is not served on the Vendor's solicitor 2 clear

business days prior to the agreed settlement date to cover liquidated damages for both or either of the following:

- (i) to cover the cost of the Vendor's Solicitor preparing a Settlement Adjustment sheet; and/or
- (ii) to cover delays and additional correspondence incurred by the Vendor's Solicitor through this delay.
- (c) The Purchaser agrees that the amount of \$99.00 will be allowed on settlement if completion is delayed and must be re-booked due to the fault of the Purchaser to cover the settlement agent's rebooking costs and Vendor's solicitors cost for delays and additional correspondence for rebooking.
- (d) The Purchaser agrees that the amount of \$50.00 will be allowed on settlement if settlement does not occur within half an hour of the booked settlement time due to the fault of the Purchaser to cover the settlement agent's extended settlement costs and/or Vendor's solicitor's costs.
- (e) The Purchaser cannot require the Vendor to complete unless the costs payable under clauses (a), (b), (c) and (d) above are paid to the Vendor on completion.
- (f) The parties agree that the above Vendor's solicitor's and other costs mentioned in this clause are a bona fide attempt to pre-estimate damages and are not a penalty.

40. INTEREST CHARGE

- (a) If the Price or any part of the Price is not paid by the Purchaser to the Vendor on the Completion Date, then (in addition to all remedies available to the Vendor) the amount of the Price remaining unpaid by the Purchaser is to carry interest calculated at the rate of 10% per annum (compounded daily) from the Completion Date (inclusive) until the actual date of receipt by the Vendor of payment of the unpaid amount of the Price (inclusive).
- (b) The Purchaser does not have to pay interest during any period that completion does not occur only because the Vendor is unable or unwilling to complete.
- (c) The Purchaser cannot require the Vendor to complete this Contract unless interest payable under clause (a) above is paid to the Vendor.
- (d) The parties agree that the above interest is a bona fide attempt to pre-estimate damages and is not a penalty.

41. NOTICE TO COMPLETE

- (a) If a party is unable or unwilling to complete this Contract on the Completion Date then the other party can at any time after the Completion Date serve a Notice to Complete requiring completion to occur on a specified date (being a business day) and making time essential.
- (b) A Notice to Complete must give at least 14 days notice (excluding the day of service but including the day that completion is specified in the Notice).
- (c) A Notice to Complete issued by the Vendor may nominate a specific place and specific time and date (on a business day) for completion to occur.

- (d) A Notice to Complete under this clause will be reasonable and sufficient to make time for completion essential.
- (e) If the Purchaser does not complete the Contract by the Completion Date through no fault of the Vendor and the Vendor serves a Notice to Complete on the Purchaser pursuant to this clause, then the Purchaser will pay the Vendor's solicitor's costs of \$330.00 in relation to the Notice to Complete, which sum will be adjusted and paid on completion by the Purchaser.
- (f) The Purchaser cannot require the Vendor to complete this Contract unless costs payable under clause (e) above is paid to the Vendor.
- (g) The parties agree that the above Vendor's solicitor's costs are a bona fide attempt to pre-estimate damages and is not a penalty.

42. TIME FOR SERVICE BY FACSIMILIE

Where a document is served by fax under clause 20.6:

- (a) if it is received on a day that is not a business day then it will be deemed to be received at 9:00am on the next business day; or
- (b) if it is received between the hours of 5:01pm and 12:00am on a business day then it will be deemed to be received at 9:00am on the next business day; or
- (c) if it is received between the hours of 12:01am and 8:59am on a business day then it will be deemed to be received at 9:00am on that same business day.

43. SWIMMING POOL FENCING

Where the inclusions on the Property include a swimming pool, the Vendor does not warrant that any fencing relating to such swimming pool complies with any current requirements of any legislation and the Purchaser shall not make any objection, requisition or claim for compensation in respect of such fencing or lack thereof.

44. DEPOSIT INSTALMENTS

The Deposit as so defined in this Contract is 10% of the Price. The Deposit shall be paid by instalments as follows:

- (a) If a cooling off period is allowed to the purchaser:
 - (i) as to the sum of dollars (being the 0.25% cooling off deposit amount) as to the date of this Contract.
 - (ii) as to the sum of dollars (being the balance of the deposit amount owed at the end of the cooling off period) no later than 5pm on the fifth business day after the date of this Contract, with time being of the essence.
- (b) If the cooling off period is waived by the purchaser's solicitor or conveyancer, and if the parties agree: as to the sum of dollars as to the date of this Contract;
- (c) If the parties agree: as to the remaining sum of dollars (if a further deposit instalment is agreed) equating to the balance of the Deposit moneys, on completion (as part of the balance of funds due on settlement) or if there are circumstances which authorise termination of the Contract, then on such termination.
- (d) The parties agree that if the Contract does not proceed to settlement and if the Contract is terminated and the Purchaser does not pay any amount referred to in this clause above, then the Vendor shall be entitled to sue for recovery of such amount.

45. WHOLE AGREEMENT

The parties agree that this Contract represents the whole agreement between them. The Purchaser does not rely on any warranty, representation or statement made by the Vendor, the agent, or any other persons purporting to represent the Vendor, unless explicitly noted in this contract.

46. SEVERABILITY

- (a) If a provision in this Contract is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.
- (b) If it is not possible to read down a provision as required by this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this contract.

47. DEPOSIT INVESTMENT

The parties agree that if the Purchaser defaults under this Contract and the Vendor validly terminates it, then all interest accrued on the deposit must solely be payable to the Vendor. The parties must provide the deposit holder with their respective tax file numbers when the deposit is paid, if the deposit is to be invested. If the Purchaser does not give the deposit holder its tax file number (or evidence of any exemption from quotation of the tax file number), then all net interest (after any deductions) must be paid to the Vendor.

48. RELEASE OF DEPOSIT

- (a) In the event that the Vendor purchases or has purchased another property, OR wishes to rent another property and requires use of all or part of the Deposit amount, then such deposit amount is released and the Purchaser authorises the release of the required funds from the Deposit amount, on the basis that such Deposit amount is used for the purpose of paying the deposit on that other property being purchased by the Vendor and placed in the trust account of the solicitor, conveyancer or real estate agent acting as stakeholder in that other purchase by the Vendor, or towards stamp duty payable to Revenue New South Wales (or equivalent government agencies in other states and territories of the Commonwealth of Australia), or where relevant in use towards a residential tenancy agreement bond. The parties agree no seeking of consent or approval or authority is required by the depositholder, and that this special condition provides full and final authority by the Purchaser for the release of the deposit held by the depositholder to the Vendor upon request by the Vendor.
- (b) In the event that the Vendor requires all or part of the deposit to be utilised in settlement for any reason, then such deposit amount is released, and the Purchaser authorises the release of the required funds from the Deposit amount, on the basis that such Deposit amount is to be released into the Vendor's solicitor's trust account to be used in settlement.

49. DEPRECIABLE ITEMS

~~All improvements and depreciable fixtures on the Property will have allocated to them the written down value for tax purposes as contained in the accounting books of the Vendor as at the date of completion.~~

50. ATTACHMENTS TO CONTRACT

For the purposes of clause 10, the substance of material contained in any document (or copy of any documents) attached to this contract is disclosed in this contract whether or not included in any list of documents. If before this Contract is signed by or on behalf of the Purchaser a document or copy of a document, at the request of the Vendor or the Vendor's solicitor, was attached to this Contract by or on behalf of the Purchaser or the Purchaser's solicitor, the person attaching that document or copy did so as the agent of the Vendor.

51. BREACH OF WARRANTY BY VENDOR

- (a) If the Purchaser discovers that the Vendor has breached any warranty implied by the *Conveyancing (Sale of Land) Regulation (NSW) 2017*, the Purchaser must within 7 days of discovering that breach, notify the Vendor in writing of that breach.
- (b) If the Vendor breaches any warranty implied by the *Conveyancing (Sale of Land) Regulation (NSW) 2017*, the Vendor may, before completion, serve a notice (the "Breach Notice") specifying the breach, requesting the Purchaser serve a notice irrevocably waiving the breach (the "Waiver"), and indicating that the Vendor intends to rescind this Contract if the Waiver is not served within 14 days of service of the notice.
- (c) The Vendor may rescind if the Vendor has served a Breach Notice and the Purchaser does not serve the Waiver within the time required by the Breach Notice.
- (d) If the Purchaser serves a Waiver before the Vendor rescinds under paragraph (c) above, then the Vendor is no longer entitled to rescind under paragraph (c) above.
- (e) The Purchaser has no claim, against the Vendor for breach of any warranty implied by the *Conveyancing (Sale of Land) Regulation (NSW) 2017*, other than the right of rescission conferred by the same.

52. PURCHASER'S FINANCE

The Purchaser expressly warrants (the "Finance Warranty") to the Vendor that it either holds a current loan approval in an amount and upon terms which it considers to be reasonable, full satisfactory, and sufficient to enable completion of this Contract within the time stipulated and as per the terms of the Contract, or otherwise does not require finance to complete this Contract. The Purchaser acknowledges that the Vendor relies upon this warranty in entering into this Contract and that the Vendor may enter into future contractual obligations on or after the date of this Contract in reliance upon the Finance Warranty. The Purchaser further acknowledges that it remains liable to the Vendor for all damages arising from the breach of the Finance Warranty notwithstanding any rights the Purchaser may have pursuant to the provisions of the Uniform Credit Code.

53. GUARANTEE AND INDEMNITY IF PURCHASER IS A COMPANY

If the Purchaser is a company then the officers or persons who sign this Contract on behalf of the Purchaser or who attest the seal of the Purchaser on this Contract (the "Guarantors"):

- (a) jointly and separately guarantee all obligations of the Purchaser under this Contract, including payment of the Price; and
 - (b) jointly and separately indemnify the Vendor in respect of any default of the Purchaser under this Contract.
- (the "Guarantee and Indemnity")

This Guarantee and Indemnity is given by each Guarantor as principal and as if each Guarantor is personally purchasing the Property and is not discharged or released by any release or variation of this Contract.

54. FIRB

The Purchaser warrants to the Vendor that either:

- (a) the Purchaser's acquisition of the Property is exempt from the requirement to seek foreign investment approval by Regulation 3 under the *Foreign Acquisitions and Takeovers Regulations (Cth) 1989*; or
- (b) that having advised the Foreign Investment Review Board, the Commonwealth Treasury is deemed to have approved or has advised that there are no objections to the proposed purchase in terms of the Commonwealth Government's Foreign Investment Policy.

55. CONFIDENTIALITY

The parties must keep the terms of this Contract confidential, subject to the right of the parties to provide copies of this Contract to advisers (including legal, accounting and finance advisers) as required, any legal obligations to do so (including to disclosure to any relevant stock exchange) and as necessary to carry out requirements under this Contract (including registration of a transfer form, stamping purposes and the like). The Purchaser must keep all information received by the Vendor, the Vendor's agent, the Vendor's solicitor and any other person acting on behalf of the Vendor as confidential subject to the right of the Purchaser to provide copies of this Contract to advisers as required, any legal obligations to do so and as necessary to carry out requirements under this Contract.

56. NO OBLIGATION TO REMOVE CHARGES

The Vendor shall not be obliged to remove any charge on the property for any rate, tax or outgoing until the time of completion of this contract. The Vendor shall not be deemed to be unable, not ready or unwilling to complete this contract by reason of the existence of any charge of the property for any rate, tax or outgoing and shall be entitled to serve a Notice of Complete on the purchaser notwithstanding that, at the time such Notice is issued or at any time thereafter, there is a charge on the property for any rate, tax or outgoing.

57. GST EXCLUSIVE PRICE

- (a) The vendor discloses and the purchaser acknowledges that GST is payable on this sale.
- (b) The purchaser acknowledges that the price excludes GST and that GST must be paid to the vendor calculated on the price, and in addition to the price, and at the same time the price must be paid under the terms of this Contract.
- (c) The parties acknowledge and agree that this special condition 57 prevails over the provisions in clause 13 of this Contract to the extent of any inconsistency.

58. COVID-19

- (a) It is agreed and acknowledged that if the Australian Government (either at Federal or State level) restrict the movement of people in or around the property and neighbouring suburbs of the property or within the State of NSW, so that the vendors ability to provide vacant possession of the property to the purchaser is affected, it is acknowledged and agreed that neither party will issue a notice to complete until such time that the restrictions have been lifted (in so far as it effects the property and or surrounding suburbs)
- (b) It is further agreed that if the Australian Government (either at Federal or State level) restrict the movement of people in or around the property and neighbouring suburbs of the property or within the State of NSW then no penalties will be charged on either party and the contract will freeze until such time that the restrictions have been lifted and completion can take place (in so far as it effects the property and or surrounding suburbs).
- (c) For benefit of the vendor, should the vendor or a tenant in the property:

(a) Contract the Covid-19 virus;

(b) Be placed in isolation in the property;

(c) Directed to self-isolate in the property; or

(d) Need to care for an immediate member of their household or family in the property who is directly affected by matters (a)-(c) above

Then the parties agree that the following provisions shall apply:

1. The purchaser cannot issue a Notice to Complete on the vendor until such time that the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property;
2. The vendor must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
3. Completion shall take place within seven (7) days from the date from which the vendor or tenant, as applicable, is permitted to leave the property.

59. SEWER SERVICE DIAGRAM

The parties acknowledge that the only sewer service diagram available for the Property is that which is annexed to this Contract. It is further expressly agreed and declared that the Purchaser, shall not be entitled to raise any objection, requisition or claim for compensation, delay completion, rescind, or terminate in respect of any such matter in relation to any matter mentioned in this Special Condition, including, for instance, the lack of an updated sewer service diagram being provided in this Contract.



FOLIO: 746/777657

SEARCH DATE	TIME	EDITION NO	DATE
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15/10/2025	12:36 PM	6	2/12/2024

LAND

LOT 746 IN DEPOSITED PLAN 777657

AT BLIGH PARK

LOCAL GOVERNMENT AREA HAWKESBURY

PARISH OF ST MATTHEW COUNTY OF CUMBERLAND

TITLE DIAGRAM DP777657

FIRST SCHEDULE

DAVOOD BESHARAT

(T AT50556)

SECOND SCHEDULE (4 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS -SEE GOV GAZ 12.8.1988 FOL 4263
- 2 DP777657 RESTRICTION(S) ON THE USE OF LAND
Z542405 VARIATION OF RESTRICTION OF USE OF LAND
- 3 EASEMENT(S) APPURTENANT TO THE LAND ABOVE DESCRIBED CREATED BY:
DP777657 TO DRAIN WATER 1.5 WIDE
- 4 AU634521 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

25/0021...

PRINTED ON 15/10/2025

OFFICE USE ONLY

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SCHEDULE OF REFERENCE MARKS		
NO	BEARING	DISTANCE
A	05-15-30"	3-4-5 10-8-5
B	03-28"	3-5 6 12
C	20-41"	3-5 6 11-5
D	20-41-30"	3-5 6 11-5
E	32-20-43"	3-5 6 11-5
F	32-20-43"	5-8-6 9-5
G	34-17-19-30"	0-4 6 10
H	06-16"	5-9 6 9-5
I	34-00-09-30"	5-9 6 9-5
J	20-41-40"	5-6 6 9-2
K	20-41-40"	5-6 6 9-0-5
L	10-11-20"	5-8 6 9-4
		R.D.D.W.

D#777657

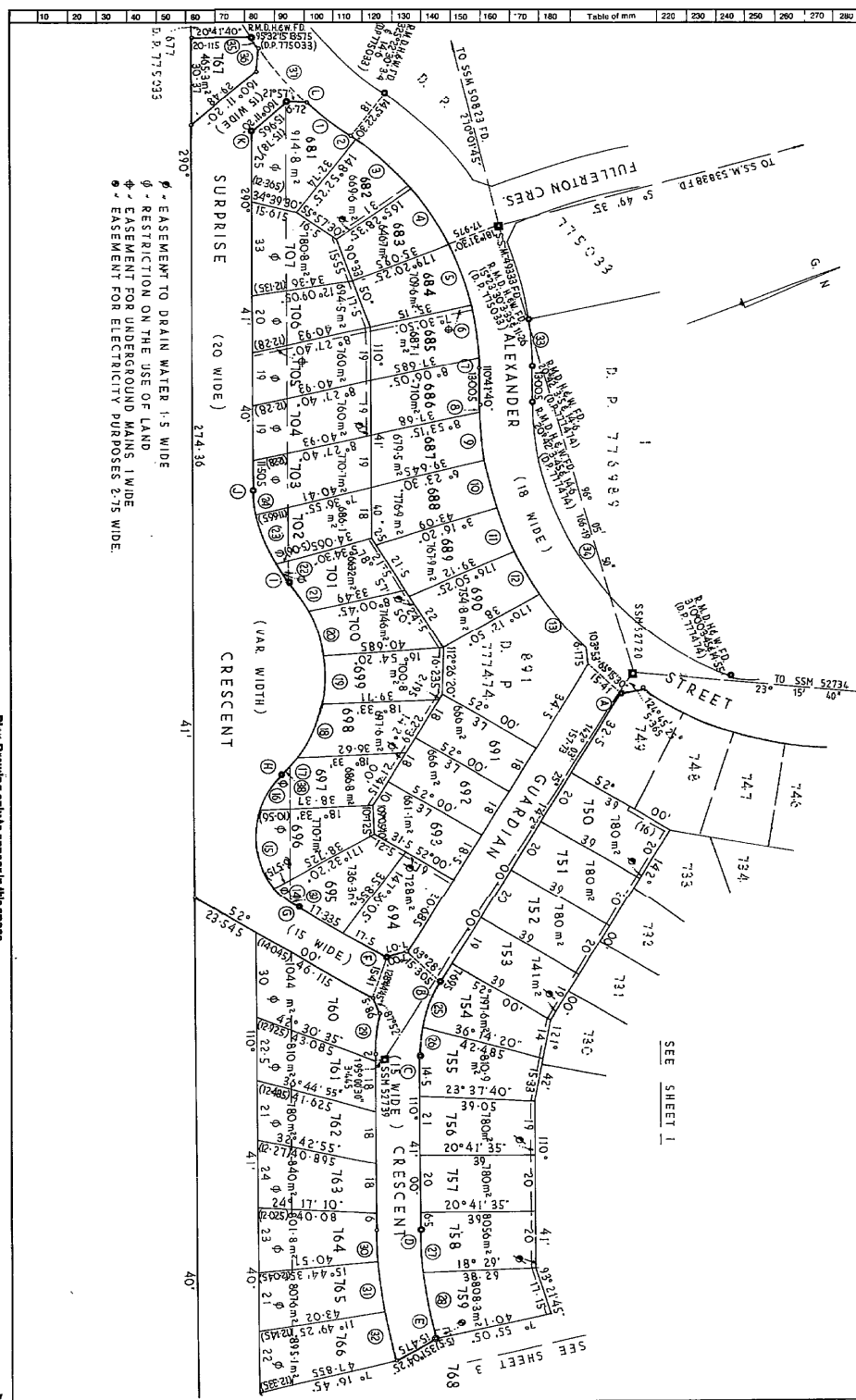
Registered:  7-21-9-1988

This is sheet 2 of my plan in 3 sheets
dated 23 RD AUGUST 1988



European regulations under European Act 1989

This is sheet 2 of the above
drawings received by your Committee No.
of _____



SURVEYOR'S REFERENCE: 87251/S.8

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day.

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

Council/Committee

SCHEDULE OF COVERED & SHORT BOYS.				
N ^o	BEARING	DISTANCE	ARC	RAD.
1	35°04'25"	15.475		
2	2°13'21.45"	11.15		
3	3°01'42"	12.84		
4	99°58'25"	15.45		
5	26°56'50"	16.475		
6	14°40'02.00"	51.76		
7	15°55'55"	52.355		100
8	15°34'49.35"	11.25		7.135
9	108°00'30"	7.17		43.4
10	125°20'15"	10.72		
11	24.3°37.00"	3.79	38	457.5
12	17°35.55"	21.885	47.855	12
13	27°04'03.15"	8.125	8.20	12
14	22°12'28.50"	28.845		32
15	20.004°13.5"	14.5		
16	135°41'35"	7.07		
17	212°10'15"	15.305		
18	29°04'14.0"	18.5		

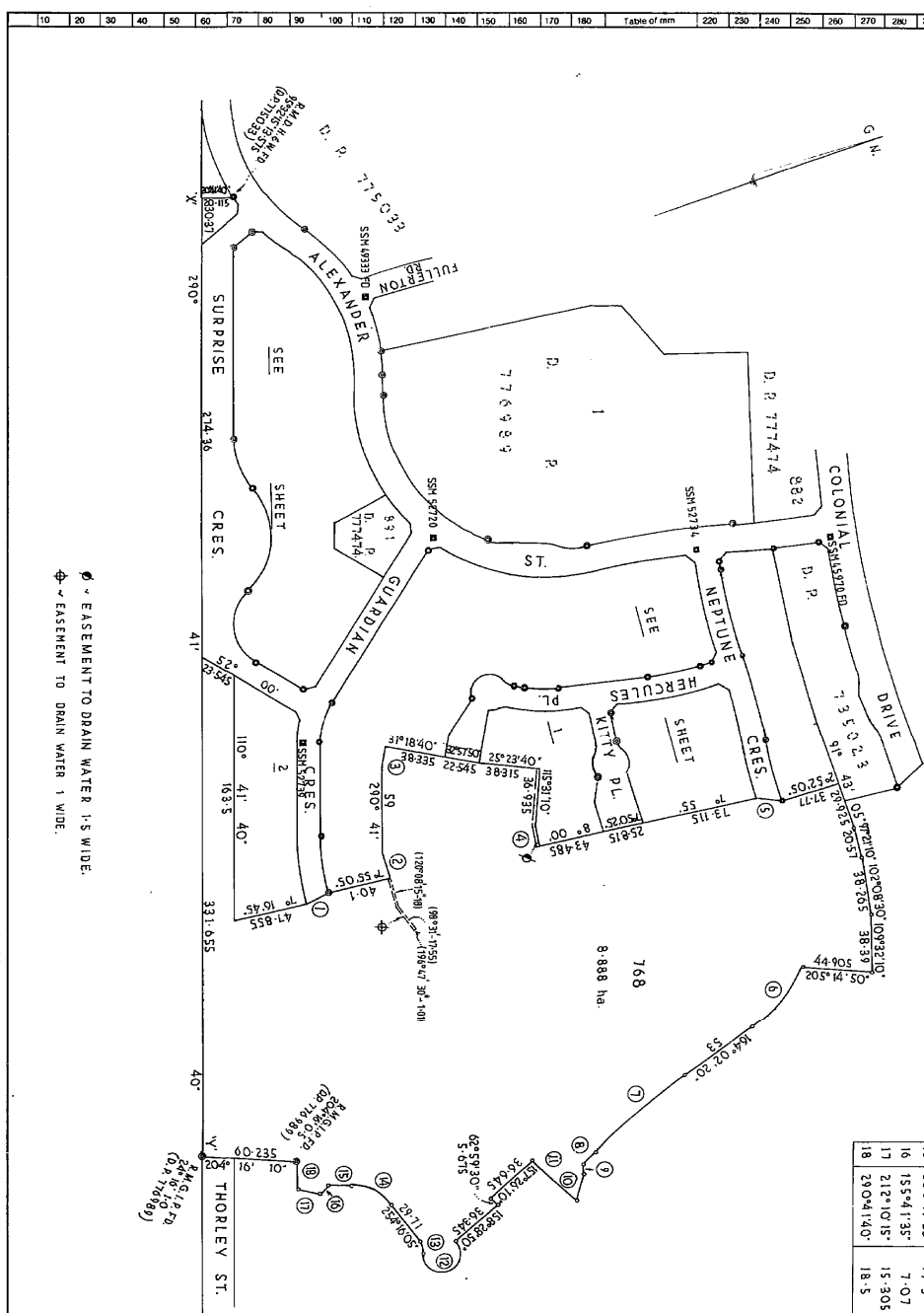
DP 777657
Registered:  75 21.9.1988

This is sheet 3 of my plan in 3 sheets
dated 23RD AUGUST 1988

This is sheet _____ of the plan of
sheets covered by my Certificate No. _____
of _____

Council's Clerk

For use where spaco is insufficient in any panel on Pile Form 2.



Ø ~ EASEMENT TO DRAIN WATER 1.5 WIDE
 Ø ~ EASEMENT TO DRAIN WATER 1 WIDE.

Plan Drawing only to appear in this space

AMENDMENTS AND/OR ADDITIONS MADE ON
PLAN IN THE LAND TITLES OFFICE

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30 August, 1985



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

Lengths are in metres.

Sheet 1 of 6 sheets

Plan: DP777657

Subdivision of Lot 892 D.P. 777474 creating Lots 681 to 768 inclusive

Full name and address of proprietor of the land:

New South Wales Land and Housing Corporation
Level 23, Town Hall House,
Sydney Square, NSW 2000.

1. Identity of easement firstly referred to in above-mentioned plan Easement to drain water 1.5 wide

Lots Burdened

682
684
686
696
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768

Schedule of lots affected

703, 704, 705, 706, 707
695, 696, 697, 698, 699, 700, 701, 702
696, 697, 698, 699, 700, 701, 702
697, 698, 699, 700, 701, 702
698, 699, 700, 701, 702
699, 700, 701, 702
700, 701, 702
701, 702
702
703
703, 704
703, 704, 705
703, 704, 705, 706
720, 721
720, 721, 722
728
742, 743, 744, 745, 746, 747
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744, 745, 746, 747
745, 746, 747
746, 747
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748, 749, 750, 751, 752, 753, 754, 755, 756, 757
748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758
728, 729

John

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

Lengths are in metres.

Sheet 2 of 6 sheets

Plan: DP777657

Subdivision of Lot 892 D.P. 777474 creating Lots 681 to 768 inclusive

Full name and address of proprietor of the land:

New South Wales Land and Housing Corporation
Level 23, Town Hall House,
Sydney Square, NSW 2000.

2. Identity of easement secondly referred to in above-mentioned plan Easement for underground mains 1 wide

Lots Burdened

685, 705

Schedule of lots affected

Name of Authority Benefited
Prospect Electricity

3. Identity of easement thirdly referred to in above-mentioned plan Easement for electricity purposes 2.75 wide

Lot Burdened

759

Schedule of lot affected

Name of Authority Benefited
Prospect Electricity

4. Identity of restriction fourthly referred to in above-mentioned plan Restriction on the use of land

Schedule of lots affected

Name of Authority Benefited
Hawkesbury Shire Council

681, 695, 696, 697, 701, 702,
703, 704, 705, 706, 707, 760,
761, 762, 763, 764, 765, 766

5. Identity of restriction fifthly referred to in above-mentioned plan Restriction on the use of land

Schedule of lots affected

Name of Authority Benefited
Every other lot except 767, 768

John

REGISTERED 21/9/98

REGISTERED 21/9/98

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

Lengths are in metres.

Sheet 5 of 6 sheets

PART 2

Plan: DP777657
Subdivision of Lot 892 D.P. 777474
creating lots 681 to 786 inclusive

Full name and address of proprietor of the land:

New South Wales Land and Housing Corporation,
Level 23, Tom Hall House,
Sydney Square, NSW 2000.

5. TERMS OF RESTRICTION ON THE USE OF LAND REFERRED TO IN ABOVEMENTIONED PLAN:

- a) Not more than one main building shall be erected on each lot burdened and such building shall not be used or permitted to be used other than as a private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the subdivision of one or more of the lots burdened.
- b) No garage or outbuilding shall be erected or permitted to remain on each lot burdened except until after or concurrently with the erection of any main building thereon.
- c) Without the prior consent in writing of the New South Wales Land and Housing Corporation which the Corporation may in its complete discretion withhold or grant either unconditionally or subject to any conditions whatsoever no building or structure shall be erected on any lot burdened having external walls other than new materials and any such building shall not be of a prefabricated or a temporary structure or of a kit-type construction or which has been transported to or re-assembled on such a lot.
- d) No fence shall be erected on each lot burdened closer to the street than the house building line as fixed by the responsible Shire, Municipal or City Council.
- e) No fence shall be erected on each lot burdened to divide it from any adjoining land owned by the New South Wales Land and Housing Corporation or its successors other than purchasers on Sale but such consent shall not be withheld if such fence is erected without expense to the New South Wales Land and Housing Corporation or its successors and in favour of any person dealing with the purchaser his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected PROVIDED HOWEVER that this covenant in respect to fencing shall be binding on a purchaser his executors and administrators and assigns only during the ownership of the said adjoining lands by the New South Wales Land and Housing Corporation or its successors other than purchasers on sale.
- f) No advertisement hoarding sign or matter shall be displayed or erected on each lot burdened (other than a sign advertising that the said lot is for sale) without the prior written consent of the New South Wales Land and Housing Corporation or its successors.

John

REGISTERED

21/9/1988

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

Lengths are in metres.

Sheet 6 of 6 sheets

PART 2

Plan: DP777657
Subdivision of Lot 892 D.P. 777474
creating lots 681 to 786 inclusive

Full name and address of proprietor of the land:

New South Wales Land and Housing Corporation,
Level 23, Tom Hall House,
Sydney Square, NSW 2000.

- g) No sanitary convenience erected on each lot burdened shall be detached or separated from any building erected thereon except where otherwise required by the responsible authority in which event such sanitary convenience shall not be erected in a conspicuous place or position on the said lot and if the building or structure in which the said sanitary convenience is situate is visible from the street or streets to which the said lot fronts then the same shall be suitably screened.
- h) No earth clay stone gravel soil or sand shall be excavated carried away or removed from each lot burdened except so far as may be reasonably necessary for the erection in accordance with the covenants herein contained of any building or swimming pool on the said lot or for any purpose incidental or ancillary thereto.

NAME OF BODY OR AUTHORITY EMPowered TO RELEASE VARY OR MODIFY RESTRICTION ON THE USE OF LAND REFERRED TO IN ABOVEMENTIONED PLAN:

New South Wales Land and Housing Corporation or Council of the Shire of Hawkesbury.

STONED by me JAM HAROLD MATTHEWS
as delegate of the New South Wales Land and Housing Corporation who hereby declares that he has no notice of the revocation of the delegation,
in the presence of:

New South Wales Land and Housing Corporation
by its delegate.

John Matthews

John Matthews

REGISTERED

21/9/1988

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

Lengths are in metres.

Sheet 3 of 6 sheets

PART 1

Plan: DP777657
Subdivision of Lot 892 D.P. 777474 creating Lots 681 to 768 inclusive

Full name and address of proprietor of the land:

New South Wales Land and Housing Corporation,
Level 23, Town Hall House,
Sydney Square, NSW 2000.

6. Identity of easement strictly referred to in abovementioned plan

Easement to drain water 1 wide

Schedule of lots affected

<u>Lots Burdened</u>	<u>Lots Benefited</u>
730 768	731 730, 731

PART 2

2. TERMS OF EASEMENT FOR UNDERGROUND MAINS 1 WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN:

An easement for the transmission of electricity with full and free right leave liberty and licence for the Council 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 to cause or permit electricity to flow or be transmitted through and along the said easement of mains wires and cables and for the purposes of the erection construction and placement of the electricity transmission mains wires cable and ancillary works to enter into and upon the said easement or any part thereof at all reasonable times with surveyors workmen and 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 to erect 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 subsurface or subsoil thereof without the Council's permission in writing being first had and obtained PROVIDED that anything permitted by the Council under the foregoing covenant shall be executed in all respects in accordance with the reasonable requirements of the Council and to the reasonable satisfaction of the Engineer of the Council for the time being.

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY THE TERMS OF THE EASEMENT FOR UNDERGROUND MAINS 1 WIDE SECONDLY REFERRED TO IN ABOVEMENTIONED PLAN:

Prospect Electricity or the New South Wales Land and Housing Corporation.

John

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

Lengths are in metres.

Sheet 4 of 6 sheets

PART 2

Plan: DP777657
Subdivision of Lot 892 D.P. 777474 creating Lots 681 to 768 inclusive

Full name and address of proprietor of the land:

New South Wales Land and Housing Corporation,
Level 23, Town Hall House,
Sydney Square, NSW 2000.

3. TERMS OF EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE THIRDLY REFERRED TO IN 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, repairing, replacing and/or removing such equipment and every person authorised by the Prospect County Council to enter into and upon the servient tenement 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 the Prospect County Council 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 conditions.

NAME OF AUTHORITY EMPowered TO RELEASE VARY OR MODIFY THE TERMS OF THE EASEMENT FOR ELECTRICITY PURPOSES 2.75 WIDE THIRDLY REFERRED TO IN ABOVEMENTIONED PLAN:

Prospect Electricity or the New South Wales Land and Housing Corporation.

4. TERMS OF RESTRICTION ON THE USE OF LAND FOURTHLY REFERRED TO IN ABOVEMENTIONED PLAN:

For the purposes of bushfire safety no building shall be erected, placed, constructed or permitted to remain on that part of the lot hereby burdened without the written consent of the Council of the Shire of Hawkesbury.

John



REGISTERED

21/9/1988

REGISTERED

21/9/1988

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RP65



542405V

REQUEST

REAL PROPERTY ACT, 1900

(See Instructions for Completion on back of form)

R 1 2 of 3
\$ 47
R2/3

DESCRIPTION
OF LAND
Note (a)

Torrens Title Reference	If part only, delete WHOLE and give details	Location
FOLIO IDENTIFIER 746/777657	WHOLE	BLIGH PARK

REGISTERED
DEALING
Note (b)

Type of Dealing	Registered Number	Torrens Title Reference

REGISTERED
PROPRIETOR
Note (c)

JOHN HERBERT JOYCE of 60 Colonial Drive, Bligh Park and MARY MUNRO JOYCE of the same
address

(The abovenamed applicant) being the registered proprietor of the land above described ~~XXXXXX XXXX XXXX XXXX XXXX~~ hereby requests the Registrar General to
record in the Register the effect of the deed made the 14 February, 1991 varying
the restrictive covenant created by the registration of D.P. 777657 fifthly referred
to therein

OFFICE USE ONLY

OVER

Note (d)

EXECUTION
Note (e)

DATE 1st March, 1991

I hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900,
Signed in my presence by the applicant who is personally known to me.

X
Signature of Proprietor
JOHN M. JOYCE
Name of Witness (BLOCK LETTERS)
85 COLONIAL DRIVE
BLIGH PARK, NSW
Address and occupation of Witness

X
Signature of Applicant
m.m. Joyce
Signature of Applicant

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

LODGED BY		GALLOWAY & CO.		LOCATION OF DOCUMENTS	
Phone: 233-1011 DX 340,		Fax: 232-0131 L.T.O. Delivery 23A		Hereewith, In R.G.O. with Produced by	
Delivery Box Number					
Checked T33 W	Passed	REGISTERED - -19			
Signed	Extra Fee	28 MAR 1991			
		Registrar General			

OFFICE USE ONLY

RP65

INSTRUCTIONS FOR COMPLETION

This form is to be used only if no other approved form is appropriate for the purpose.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

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

Rule up all blanks.

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

(a) Description of land. (If the request is only in respect of a registered dealing, rule through this panel.)

(i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land subject of the request, e.g., 135/SP12345 or Vol. 8514 Fol. 126. 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 request, 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 Chullera. If the locality is not shown, insert the Parish and County, e.g., Pl. Lismore Co. Roui.

(b) Registered dealing. (If the request is only in respect of a folio of the Register, rule through this panel.) Show the registered number of the dealing and the title reference affected thereby, e.g., Lease—Q123456—Vol. 2456 Fol. 124.

(c) Show the full name, address and occupation or description of the applicant.

(d) Set out the terms of the request.

(e) Execution.

GENERALLY (i) Should there be insufficient space for the execution of this request use an annexure sheet.

(ii) The certificate of correctness under the Real Property Act, 1900, must be signed by the applicant who should execute the request in the presence of an adult witness, not being a party to the request, to whom he is personally known. The solicitor for the applicant may sign the certificate on behalf of the applicant, the solicitor's name (not that of his firm) to be typewritten or printed adjacent to his signature. Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.

ATTORNEY (iii) If the request is executed by an attorney for the applicant pursuant to a registered power of attorney, the form of attestation must set out the full name of the attorney, and the form of execution must indicate the source of his authority, e.g., "AB by his attorney for receiver or delegate, as the case may be XY pursuant to power of attorney registered Book No. . . . and I declare that I have no notice of the revocation of the said power of attorney".

AUTHORITY (iv) If the request is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the application has been executed.

CORPORATION (v) If the request is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his position (e.g., director, secretary) in the corporation.

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

(g) The lodging party is to complete the LOCATING OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title or duplicate registered dealing. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

OFFICE USE ONLY

DIRECTION: PROP No. OF NAMES:					FIRST SCHEDULE DIRECTIONS				
(A)	FOLIO IDENTIFIER	(B) No.	(C) SHARE	(D) J	(E)	NAME AND DESCRIPTION			
SECOND SCHEDULE & OTHER DIRECTIONS									
(F)	FOLIO IDENTIFIER (OR REGD. DEALING & FOLIO IDENTIFIER)	(G) DIRECTION	(H) NCTFN TYPE	(I) DEALING NUMBER	(K)	DETAILS			
		UNDR ON	RJ UA	D.P 777657		Variation of Restriction of use of land.			

Q10- B

THIS DEED made the 14th day of February 1991 BETWEEN NEW SOUTH WALES LAND AND HOUSING CORPORATION (hereinafter called "the Releasor") of the one part and JOHN HERBERT JOYCE of 60 Colonial Drive, Bligh Park in the said State and MARY MUNRO JOYCE of the same address, his wife (hereinafter called "the Releasees") of the other part WHEREAS the Releasees are the registered Proprietors of Lot 746 D.P. 777657 being the whole of the land in Certificate of Title Folio Identifier 746/777657 which is subject to a Restriction on the Use of the land created by the registration of D.P. 777657 fifthly referred to therein AND WHEREAS the Releasor being the body empowered to vary the Restriction has agreed to so vary NOW THIS DEED WITNESSETH that the Releasor hereby varies the terms of restriction on the use of the land fifthly referred to in the instrument lodged with D.P. 777657 with regard to Lot 746 D.P. 777657 by deleting Item 5(a) and inserting in lieu thereof the words "Not more than one main building shall be erected on each Lot burdened and such building shall not be used or permitted to be used other than as a church hall or private residential dwelling provided that duplex units or dual occupancies shall be allowed subject to the requirements of the responsible authority and further provided that nothing in this clause shall prevent the erection of one main building on any allotment arising out of the resubdivision of one or more of the lots burdened".

IN WITNESS WHEREOF the Releasor has hereunto set its hand and affixed its seal on the day and year first hereinbefore referred to.

SIGNED SEALED AND DELIVERED
by the said NEW SOUTH WALES
LAND AND HOUSING CORPORATION
in the presence of;

R. Zande
LEO MICHAEL ZANDE
AUTHORIZED OFFICER
LAND AND HOUSING CORPORATION

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 PC2312/25
Date of Endorsement 16 October 2025
Your Reference 25/0021

Location

Land Description Lot 746 DP 777657, 85 Alexander Street BLIGH PARK 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:

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

2.2 Development permitted without development consent:

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

2.3 Development requiring development consent:

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

2.4 Development that is prohibited:

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

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

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

No.

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.

The *Hawkesbury Section 7.12 Contributions Plan 2024* 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 Industrial and Business Alterations Code.

Can complying development under the Industrial and Business 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*.

4.15 Pattern Book Development Code

Can complying development under the Pattern Book Development 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 is not within the Flood Planning Area, and therefore is not 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
No.
- (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*)?

None 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.

24 Special entertainment precincts

Is the land or part of the land within a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B?

No.

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



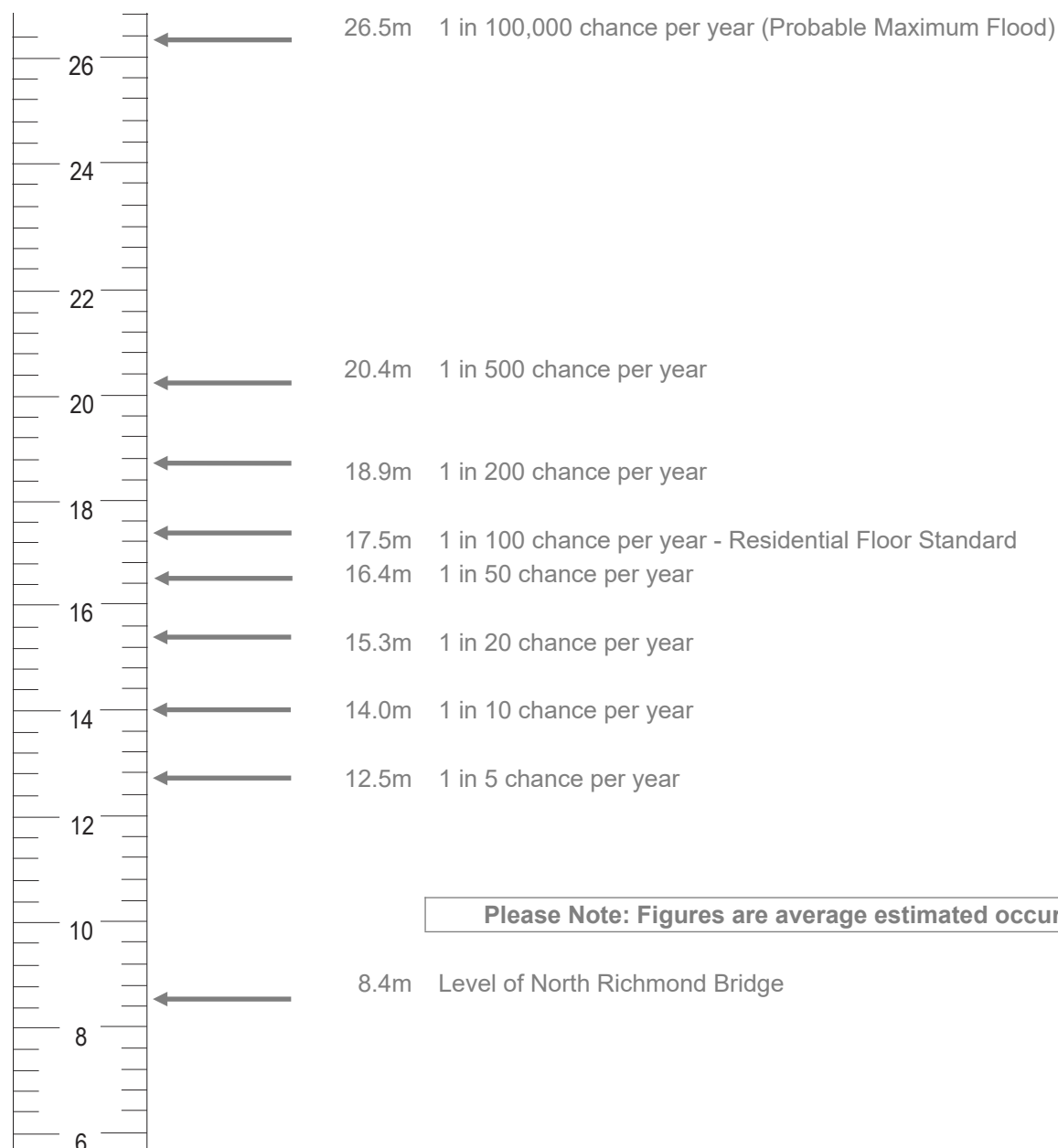
- (ii) a take away food and drink premises, and
- (b) the gross floor area of the food and drink premises will not be more than 200 square metres.

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



Please Note: Figures are average estimated occurrences

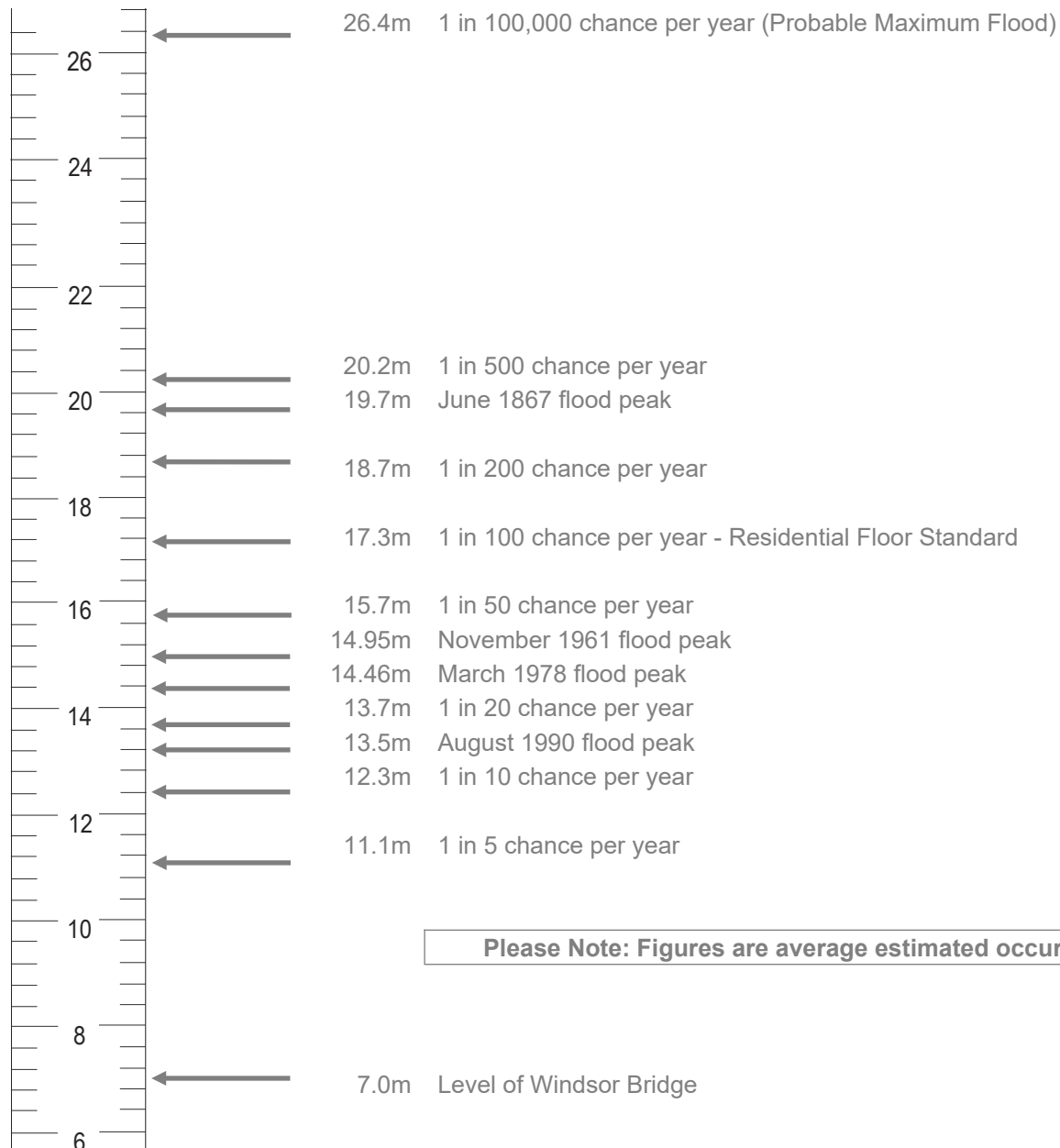
Flood heights obtained from *Engineering Studies to Modify Flood Behaviour*, September 1997, prepared by Webb, McKeown & Associates Pty Ltd for the Hawkesbury-Nepean Floodplain Management Strategy Steering Committee. Flood heights reproduced in Table: 2.3 Design Flood Levels of the Hawkesbury Floodplain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

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.

Development Services Sewer Drainage Diagram

Hawkesbury
City Council

Property: Lot 746 DP 777657, 85 Alexander Street BLIGH PARK NSW 2756

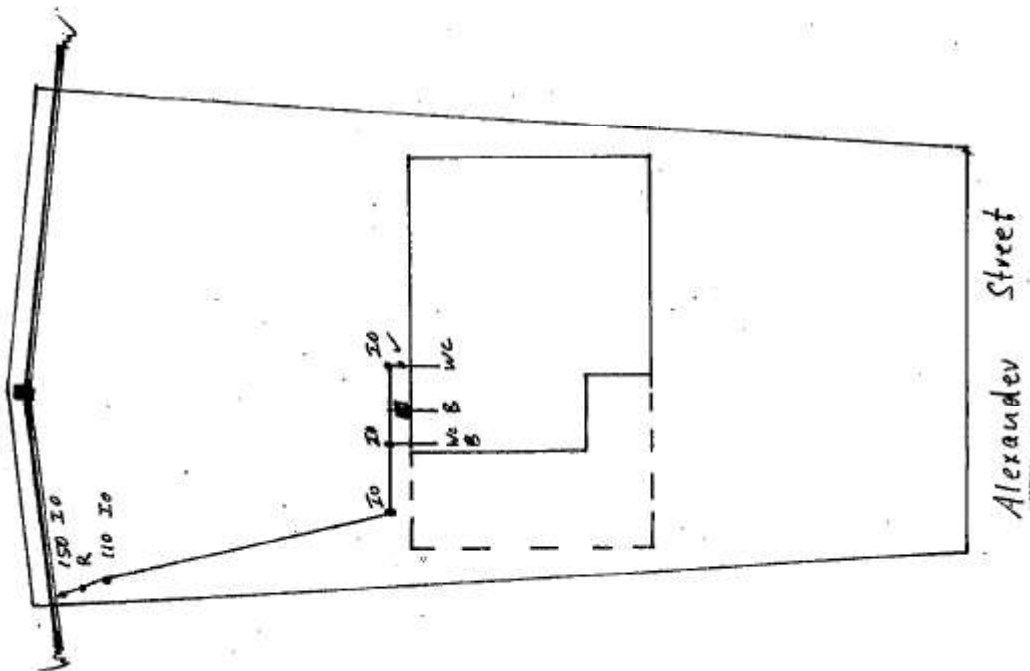
NOTE: This diagram only indicates availability of a sewer. Any sewage services shown on this plan are indicative only and NOT to scale. The site should be inspected by a suitably qualified person to ascertain and locate the sewer and branch lines on site. The depth of the sewer and branch line is unknown

WC.....Water Closet
KS.....Kitchen
BW Bath Waste
B Basin
ST Stack

SH Shower
V Vent Pipe
☒ Gully
GT Grease Trap

RRaiser Shaft
IO Inspection Opening
RVReflux Valve
WPV Waste Pipe Vent

JUNCTION ABOUT 8.9 Meters FROM DOWNSTREAM MANHOLE 1.5 DEPTH



Original Drawn by: _____

Date: 13/12/1994

Updated by: K.Roeder

Date: 16/05/2022

**No further information is
available**

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

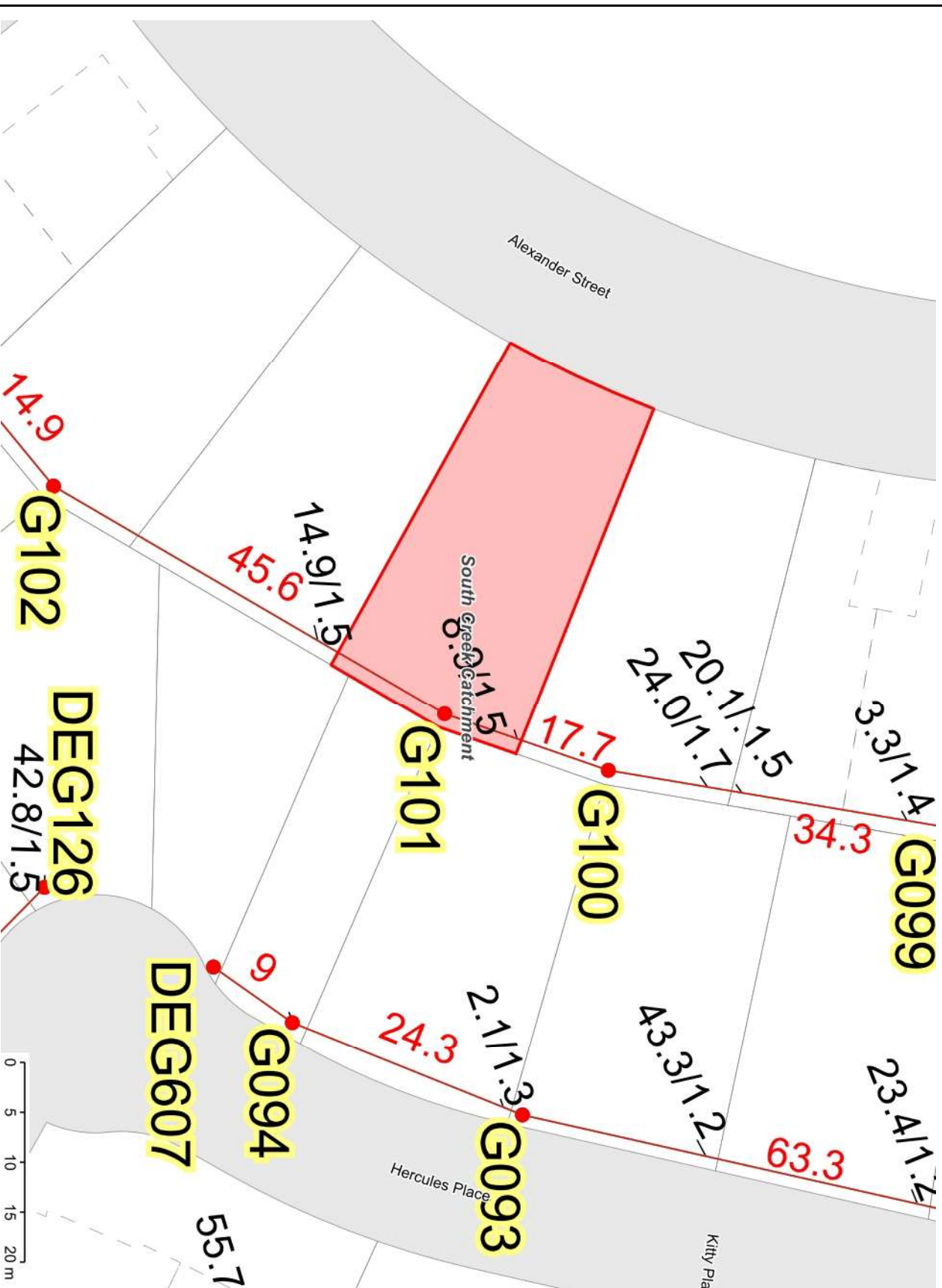


Interpreter Service available, call 131 450 131 450 توفّر خدمة الترجمة، اتصل بـ 131 450 可提供口譯服務，請撥 131 450 Hemm servizz tal-interpretu, çempel 131 450

Legend



- AZ Access_Chambers Label
- Access_Chambers
- Access Chamber Lid Type
- Concrete Lid
- Gatic Lid
- Access Chamber - Is it Buried
- No
- Yes
- Fibre Optic Network Points
- Fibre Optic Network Lines
- AZ Gravity_Conduits Label
- Gravity_Conduits
- Gravity Conduit Diameters
- 0
- 150mm
- 225mm
- 234mm
- 294mm
- 300mm
- 305mm
- 313mm
- 372mm
- 375mm
- 380mm
- 388mm
- 400mm
- 471mm
- 523mm
- 623mm
- 700mm
- Gravity Conduit Condition
- 01 - New
- 02 - Good
- 03 - Fair



Disclaimer:
Hawkesbury City Council takes no responsibility for any errors or omissions. The assets shown on this map indicate the presence and general location only. Its accuracy or completeness is not guaranteed. Contours are to be used as a guide. A survey maybe required for more accuracy.
This map cannot be reproduced without the permission of Hawkesbury City Council
Copyright © Department Finance, Service & Innovation - Spatial Services 2019 & Hawkesbury City Council 2019

Scale (A4): 1:571
Projection: GDA94 / MGA zone 56
Coordinates: 295497, 916436121, 6275549, 67166762, 295626, 302377819, 6275643, 92205378

Printed by: Kaitlyn Roeder
Date: 16/05/2022



Our services: All classes building up to 2000 m2 and maximum four storey and BCA consultancy.
ABN; 91 682 016 940
Date: 6/03/2025
Our Ref: OC-CC2024-047
Your Ref: DA0456/23, PAN-385468

The General Manager
PO Box 146, Windsor NSW 2756

Dear Sir / Madam,

Whole Occupation Certificate

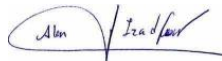
Project Address: LOT 746/ DP777657, 85 Alexander Street, Bligh Park, 2756

Project works: Change of use to a Medical Centre and Alterations & Additions to the Internal Layout and Carparking.

We refer to our engagement in respect of the above and determine that the Whole Occupation Certificate has been approved, in accordance with the provisions of the Environmental Planning and Assessment Act 1979 and Clause 39 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

Should you require any further information please do not hesitate to contact the Certifier.

Yours sincerely,



Alan Izadfar
Postgraduate Diploma Building Surveying (UWS- Engineering)
Registered Building Surveyor – Restricted (All Classes of Building)- BDC – 04659

Date: 6/03/2025

Ref: OC-CC2024-047

Address of Applicant: 16 A Vinges Street, Ermington, NSW, 2115
Attention: Mr Davood Besharat

Dear Sir

Whole Occupation Certificate

Project Address: LOT 746/ DP777657, 85 Alexander Street, Bligh Park, 2756

Project works: Change of use to a Medical Centre and Alterations & Additions to the Internal Layout and Carparking.

We refer to our engagement in respect of the above and determine that the Whole Occupation Certificate has been approved, in accordance with the provisions of the Environmental Planning and Assessment Act 1979 and Clause 39 of the Environmental Planning and Assessment (Development Certification and Fire Safety) Regulation 2021.

Should you require any further information please do not hesitate to contact the Certifier.

Yours sincerely,



Alan Izadfar

Postgraduate Diploma Building Surveying (UWS- Engineering)

Registered Building Surveyor – Restricted (All Classes of Building)- BDC – 04659

PRELIMINARIES	
Whole Occupation Certificate No.	OC-CC2024-047
Subject Property	LOT 746/ DP777657, 85 Alexander Street, Bligh Park, 2756
Council Authority	Hawkesbury Council
Applicant	Mr Davood Besharat
Date of Certificate	6/3/ 2025
CONSTRUCTION CERTIFICATE DETAILS	
Certificate Number	CC2024-047
Date of Certificate	9/12/2024
Authority	ALAN IZADFAR- No. BDC 04659
AREA OF OCCUPANCY	
Building details and area of Occupation	LOT 746/ DP777657, 85 Alexander Street, Bligh Park, 2756
Building details and area of Occupation	This Whole Occupation Certificate relates only to those building works contained within the approved CDC documentation relating to the Construction of Change of use to a Medical Centre and Alterations & Additions to the Internal Layout and Carparking and excludes all other works/ inconsistencies and existing structures/area on the subject property.
Whole	Whole
BCA Classification (s)	Class 5
CERTIFYING AUTHORITY	
Accredited by	The Secretary for the Department of Fair Trading – BDC04659
Statement	- A current CC Certificate is in force for the building work, with respect to its relevant plans, documents and specifications of CC2024-047 following DA0456/23 - The building is suitable for occupation or use in accordance with its classification under the Building Code of Australia.
Authority's Signature:	ALAN IZADFAR- BDC04659- Accredited Certifier- All classes of buildings-Restricted.



WHOLE OCCUPATION CERTIFICATE DOCUMENTATION		
APPENDIX	TITLED	DATED
1.	Application Form for Whole Occupation Certificate	31/1/2025
2.	Annual Fire Safety Statement by Fire Safety Compliance Australia Pty Ltd- F034392A including safety measurement	3/2/2025
3.	Builder's completion and compliance-License: 399569C	22/11/2024
4.	Copy of CC Approval	9/12/2024
5.	Copy of mandatory Final Inspection Report	22/1/2025 and 3/3/2025
6.	Electrical work Certificate	7/2/2025
7.	Fire Safety Schedule	4/3/2025
8.	Insurance currency	TBN subject to tenancy
9.	Walls and floors non-combustible certificate	(masonry)
10.	Mechanical ventilation Certificate	7/2/2025
11.	Plumbing Compliance certificate	20/2/2024
12.	Section 306 and 307 Compliance via Hawksbury Council	28/10/2024
13.	Smoke Alarm Compliance Certificate	7/2/2025
14.	Structural Compliance Certificate	11/2/2025
15.	Sydney Water Compliance Certificate- Section 307 and S306	25/10/2024
16.	Owner's Statutory declaration for tenanting to medical Practitioner as DA requirement and install the sign accordingly	6/3/2025
17.	Photos of parking Signage, Lining and wheel stops	3/3/2025

FIRE SAFETY SCHEDULE				
FIRE SAFETY MEASURES		MINIMUM STANDARD OR STANDARD OF INSTALLATION	EXISTING	PROPOSED
1.	Emergency lighting	BCA 2022, Clause E4.D2, E4.D4 & AS 2293.1-2019	Y	Y
2.	Exit signs	BCA 2022, Clause E4.D5, E4.D6, E4.D8 & AS 2293.1-2019	Y	Y
3.	Smoke Alarm	BCA 2022 S20C3 Clause 1A- AS3786	Y	Y
4.	Portable fire extinguishers	BCA 2022, Clause E1D14 & AS 2444-2001	Y	Y

Appendix 1:

Whole application form of OC:

Appendix 2:

Other documentation



MR DAVOOD BESHARAT
C/- JINOUS AHADIZADEH
807 PACIFIC HIGHWAY
GORDON NSW 2072

Our reference: 7163902533126

Phone: **13 28 66**

15 October 2025

Your foreign resident capital gains withholding clearance certificate

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

Hello DAVOOD,

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

Notice number	2411146662916
Vendor name	DAVOOD BESHARAT
Clearance Certificate Period	15 October 2025 to 15 October 2026

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

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

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

Contact us

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

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