

**THIS IS ANNEXURE "A" TO THE CONTRACT FOR SALE OF LAND  
BETWEEN STAMIE SINEMOGLU (AS VENDOR)  
AND (AS PURCHASER)**

**PROPERTY: 25-27 BAXTER ROAD, MASCOT NSW 2020**

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**30. Amendment of Printed Pages & Conditions**

- 30.1 Clause 1 is amended by deleting the words "a building society, credit union or other FCA institution as defined in the Cheques Act 1986" in the definition of "settlement cheque".
- 30.2 Clause 3 (payment of Vendor duty out of the deposit) is deleted.
- 30.3 Deleting the entire clauses 7.1.1,
- 30.4 Clause 10.1 is amended by deleting the first line and replacing with "The Purchaser cannot make a claim or requisition, or delay completion, or rescind or terminate in respect of"
- 30.5 Clause 10.1.9, delete "substance" and insert instead "existence" and delete the word "disclosed" and insert instead "noted";
- 30.6 Clause 12.2 is to be amended by adding :
- "12.2.3 The Purchaser shall not require the Vendor to contribute to the costs of or carry out any work required by any financial institution, Local Government Authority or otherwise."
- 30.7 Clause 16.5 is amended by inserting after the word "registration" the words "*the document must be in registrable form and*" and deleting the words "plus another 20% of that fee".
- 30.8 Add to clause 16.13 the words "If the purchaser requests completion at a venue for the purpose of stamping documents at settlement, the Purchaser must allow a further \$88.00 as the Vendors additional costs".
- 30.9 In the event of any conflict between the provisions of clauses 1 to 29 (inclusive) and any Special Condition in this Contract, then the provisions of the Special Condition shall apply.

**31. Incapacity**

- 31.1 If before completion any of the parties (being an individual) die, or loses the capacity to complete this contract, or is made bankrupt, either party may rescind the contract in accordance with clause 19.
- 31.2 If before completion any of the parties (being a company) resolves to go into liquidation, or has an application for its winding up filed, or enters into any

of the property (including any improvements erected thereon) or any latent or patent defects.

- 32.7 This contract constitutes the entire agreement between the Vendor and the Purchaser relating to the sale of the property;
- 32.8 The parties have not entered into and are not bound by any collateral or other agreement;
- 32.9 The parties are not bound by any warranty, representation, collateral agreement or implied term under the general law or imposed legislation unless;
  - (a) such warranty, representation, agreement or term is contained in the express terms of this contract; and
  - (b) it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement;
- 32.10 The Purchaser acknowledges that no representations, inducements or warranties have been made by the Vendor or its agents or representatives relating to the present state or condition of the property (including any improvements erected thereon), its suitability or fitness for the purpose of the Purchaser, any contamination relating to, caused by, or affecting the property, any financial return or income to be derived from the property, or any proposed work to be done to the property.

**33. Notice to Complete**

When a party is entitled to give a notice to complete making time of the essence for completion of this contract, then a period of not less than fourteen (14) days (excluding the date on which that notice is given), is a reasonable period to allow for completion in that notice.

**34. If the Purchaser delays completion**

If the Purchaser completes this contract but does not do so on or before the completion date, then:

- (a) on completion the Purchaser must pay the Vendor:
  - (i) \$250.00, if the Vendor issues a notice to complete, for additional legal costs and other expenses incurred as a consequence of being required to issue a notice to complete, and
  - (ii) interest on the balance purchase price at the prevailing Supreme Court Rate. The interest is to be computed from but excluding the completion date to and including the actual date of completion calculated on daily rests.

- (b) The definition of "adjustment date" in clause 1 is amended to be the earliest of the completion date, the date possession is given to the Purchaser and the date of actual completion.
- (c) Payment of all amounts under this clause, including the adjustments is an essential term of this contract.
- (d) The Purchaser is not liable to pay interest under this clause for any period of delay caused solely by the Vendor.

**35. Settlement default**

If the Purchaser does not settle on the appropriate date and time for which arrangements have been made, the Purchaser will allow to the Vendor \$150.00 on settlement, for each cancellation.

**36. Parts of this contract to apply after completion**

Any term of this contract which is capable of applying after completion will continue to apply after completion.

**37. Place of Settlement**

- (a) Notwithstanding anything else herein contained settlement shall be effected at the Sydney Office of the Vendors Mortgagee, if any.
- (b) If the property is not mortgaged or the Vendors hold the Certificate of Title and any Discharge of Mortgage settlement shall be effected at the offices of Messrs Steven Naris & Co, Shop 4, 251 Bay Street, Brighton Le Sands.
- (c) Should the purchaser require settlement at any other venue, then the purchaser will allow the vendor \$110.00 at settlement.

**38. Agency**

- 38.1 The Purchaser warrants to the Vendor that the Purchaser was not introduced to either the Vendor or the property by any real estate agent except the agent referred to in this Contract.
- 38.2 The Purchaser agrees to indemnify and keep indemnified the Vendor against any claim for real estate agent's commission in respect of this sale and purchase due to the Purchaser's breach of the warranty given in clause 38.1 together with all costs and disbursements (including all legal costs on a solicitor/client basis) incurred by the Vendor in defending or otherwise attempting to resolve such claim.

**39. Guarantee and Indemnity**

- 39.1 If the Purchaser is or includes a corporation (other than a corporation listed on the Australian Stock Exchange) then each person who signs this Contract on behalf of that corporation:

- (a) is personally liable for the due performance of the Purchaser's obligations under this Contract to the same extent as if that person was the Purchaser under this Contract; and
- (b) must procure the execution by at least 2 directors or shareholders (being persons over the age of eighteen (18) years) of the corporation of a deed of guarantee in the form attached to this Contract in Schedule 1.

The Deed of Guarantee, duly executed, must be delivered to the Vendor's solicitors within fourteen (14) days after the date of this Contract and in this regard time is of the essence.

**40. Indemnities**

Any indemnity given by one party to the other under the terms of this contract must indemnify the party to whom the indemnity is given for any loss, claim, proceeding, costs (including legal costs on a solicitor/client basis) and expenses arising from the matter in respect of which the indemnity is given.

**41. Further Restrictions on the Rights of Purchaser**

Without limiting the generality of clause 10.1.9, the Purchaser cannot make a claim or objection or requisition or delay completion or rescind or terminate this contract or delay completion by reason of:

- (a) the location of the sanitary drainage as disclosed in any copy sewerage service or area service diagram/sewer reference sheet attached hereto;
- (b) the fact that any boundary of the property is not fenced or the condition or state or repair of any boundary fences;
- (c) any tree preservation order relative to the property;
- (d) any building line which may have been imposed on or relate to the property;
- (e) the presence on the property of any sewer manhole vent pipes mains connections wires channels or distributors with respect of any service as referred to in clause 10.1.2 and the Purchaser takes title to the property, subject to all existing services;
- (f) any roof, swimming pool and/or yard or ground water, drainage or pipe being connected to the sewer and/or discharging into the sewer;
- (g) whether easements for support have or have not been granted in respect of any wall (including a party wall);
- (h) the location of any improvements upon the property
- (i) any encroachment by or upon the property; and

- (j) any contravention of or non-compliance with the Local Government Act, 1993 or the Ordinances or Regulations thereunder, including as to the distances of walls, eaves and gutters and boundaries and in respect of any improvements on the property;

#### **42. Deposit**

If the Purchaser pays a deposit which is less than ten per cent (10%) of the price:

- (a) if the deposit has been invested in accordance with clause 2.9, clause 2.9 is amended by deleting the words "the parties equally" and replacing those words with "the Vendor", so that all interest earned is payable to the Vendor, and
- (b) if the Vendor is entitled to forfeit the deposit, the Purchaser will pay to the Vendor:
  - (i) the difference between ten per cent (10%) of the purchase price and the deposit amount actually paid, on demand, and
  - (ii) if the deposit has been invested in accordance with clause 2.9, the amount necessary to be paid so that the Vendor receives the amount the Vendor would have received under clause 2.9, had a ten per cent (10%) deposit been invested.

#### **43. Deposit Bond**

43.1 In the event that the Vendor has accepted a Bond or bank guarantee from the Purchaser instead of a cash deposit ("Bond") and the Bond expires on a particular date or after a determinable period, or if the issuer of the original bond is wound up or is deemed by the Vendor to be unlikely to meet any future or contingent obligation in connection with the bond, then this Special Condition applies.

43.2 No later than sixty (60) days before the day the Bond expires, the Purchaser must give the Vendor a replacement Bond that:

- (a) is from the person that provided the original Bond or another person approved by the Vendor,
- (b) has an expiry date at least one (1) year after the expiry day of the original Bond, and
- (c) otherwise contains identical conditions as the Bond or such other conditions as the Vendor may accept (acting reasonably).

The Vendor must return the original Bond when it receives a satisfactory replacement Bond.

- 43.3 If a proposed replacement Bond contains conditions that are unacceptable to the Vendor (acting reasonably), the Vendor may promptly notify the Purchaser of the conditions of the proposed replacement Bond that are unacceptable and propose changes which would make the replacement Bond acceptable to the Vendor.
- 43.4 If the Vendor gives a notice under this Special Condition and the Purchaser is unable or unwilling to have the proposed replacement Bond changed as required by the Vendor then the Purchaser must tender cash for the amount of the Deposit at least twenty-one (21) days before the expiry date of the original Bond.
- 43.5 It is an essential provision of this contract that the Purchaser complies with this Special Condition. If the Purchaser does not comply with its obligations in this Special Condition, the non-compliance will be deemed a failure to pay the deposit under clause 2.5.
- 43.6 The Vendor must pay any fee charged to the Purchaser by the provider for the replacement Bond for the provision of the replacement Bond.
- 43.7 In the event that the issuer of the original Bond is wound up or is deemed by the Vendor to be unlikely to meet any future or contingent obligation in connection with the Bond, the Vendor may request the Purchaser to provide a satisfactory replacement Bond from an issuer approved by the Vendor, at the cost and expense of the Purchaser. The Purchaser may, instead of providing a satisfactory replacement Bond, provide the deposit by way of a Bank Cheque to the Vendor.
- 44. Foreign Persons**
- 44.1 The Purchaser warrants that the provisions of the Foreign Acquisitions and Takeovers Act, 1975 ('the Foreign Act') requiring the obtaining of consent to this transaction do not apply to the Purchaser or this Contract.
- 44.2 If there is a breach of this warranty, the Purchaser must indemnify the Vendor in respect of any costs, expenses, loss, damage, fine and legal costs incurred by the Vendor as a consequence.
- 45. Environmental Laws**
- The Purchaser cannot make an objection, requisition or claim or delay completion of or rescind or terminate this contract because of the presence in or upon the property of asbestos or any other hazardous substance or non compliance with any environmental laws.

DEED OF GUARANTEE

THIS DEED is made on

2018

**Parties**

1. **STAMIE SINEMOGLU** of 25 Baxter Road, Mascot, NSW 2020  
(Vendor).
2. ....  
of ..... (Purchaser).
3. .... of .....  
.....(Guarantor/s)

**RECITALS:**

- A. By Agreement dated .....(the **Agreement**) the Vendor sold to the Purchaser at the request of the Guarantor the property known as 25 Baxter Road, Mascot being the whole of land contained in the certificate of title folio identifier 16/979354 & 17/979354 (the **Property**).
- B. The Guarantor has agreed to guarantee to the Vendor the due performance and observance by the Purchaser of the Agreement.

**NOW THIS DEED WITNESSES** that the Guarantor unconditionally guarantees to the Vendor payment of every sum of money whatsoever that may become payable by the Purchaser under or in accordance with or by virtue of or in consequence of the Agreement whether such sum of money is for or in respect of the purchase price or for damages or for the costs, charges and expenses which the Vendor may pay, incur, sustain or be put to in connection with the exercise or attempted exercise of any right or remedy conferred on the Vendor under or in accordance with or by virtue of or in consequence of the Contract and the Guarantor covenants with the Vendor that if the Purchaser fails to perform or observe any or all of the terms or conditions contained in the recited Contract on its behalf to be performed the Guarantor will indemnify the Vendor against all losses, damages, costs and expenses which may be incurred by the Vendor by reason of any or all failures on the part of the Purchaser to perform or observe any of the terms and conditions of the Agreement.

**EXECUTED AS A DEED** on

2018

**Signed sealed and delivered by** )  
STAMIE SINEMOGLU )  
In the presence of: )

.....  
Signature of witness

.....  
Name of witness

.....  
Address of witness

**Executed by** )  
..... )  
..... )  
in accordance with section 127 )  
of the corporations Act 2001 (Cth) )  
in the presence of: )

.....  
Signature of director

.....  
Signature of director/secretary

.....  
Name of director

.....  
Name of director/secretary

**Signed sealed and delivered by** )  
..... )  
.....(Guarantor) )  
in the presence of: )  
..... )

.....  
Signature of witness

.....  
Name of witness

**Signed sealed and delivered by** )  
..... )  
.....(Guarantor) )  
in the presence of: )  
..... )

.....  
Signature of witness

.....  
Name of witness



**CONVEYANCING (SALE OF LAND) AMENDMENT ACT, 1990**

**CERTIFICATE PURSUANT TO SECTION 66W**

I,  
of  
in the State of New South Wales, Solicitor certify as follows

1. I am a Solicitor currently admitted to practise in New South Wales
2. I am giving this Certificate in accordance with S66W of the Conveyancing Act 1919 with reference to an Agreement for Sale of property

At

From

(Vendor)

To

(Purchaser)

in order that there is no cooling off period in relation that Contract.

3. I do not act for the Vendors herein and am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member of employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
4. I have explained to the purchasers:
  - (a) the effect of the Contract for the purchase of that property;
  - (b) the nature of this Certificate;
  - (c) the effect of giving this Certificate to the Vendor,  
ie that - there is no cooling off period in relation to the Contract.

Dated:

Signature



LAND  
REGISTRY  
SERVICES

Order number: 57233387  
Your Reference: Sinemoglou sale  
05/06/19 10:10



NSW LRS - Title Search

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 17/979354

SEARCH DATE	TIME	EDITION NO	DATE
5/6/2019	10:10 AM	3	31/5/2019

LAND

LOT 17 IN DEPOSITED PLAN 979354  
AT MASCOT  
LOCAL GOVERNMENT AREA BAYSIDE  
PARISH OF BOTANY COUNTY OF CUMBERLAND  
TITLE DIAGRAM DP979354

FIRST SCHEDULE

STAMIE SINEMOGLOU

(AE AP286725)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LIMITED TITLE. LIMITATION PURSUANT TO SECTION 28T(4) OF THE REAL PROPERTY ACT, 1900. THE BOUNDARIES OF THE LAND COMPRISED HEREIN HAVE NOT BEEN INVESTIGATED BY THE REGISTRAR GENERAL.

NOTATIONS

UNREGISTERED DEALINGS: NIL

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

PRINTED ON 5/6/2019

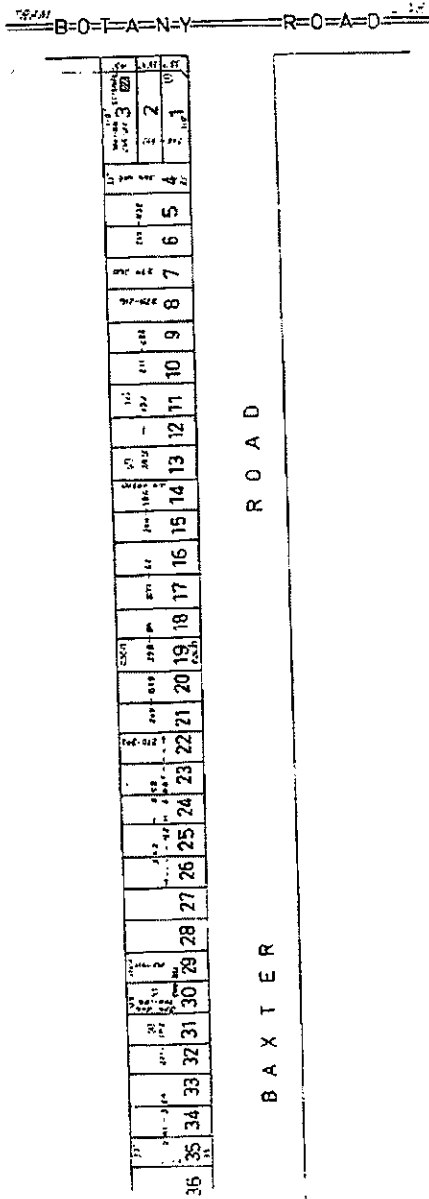
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register.

F.P. 979354  
Sh. 1/2

PLAN OF  
WILEY'S ESTATE  
SOUTH WATERLOO

PH. BOTANY CO. CUMBERLAND  
Scale: 80 feet to one inch  
E.T. 18928

1642 (L)  
Plan A of 2 plans



SHEET 2 ADJOINS

I, Jack Lloyd Wilson, Registrar General, certify that this plan has been examined and is a true and correct copy of the original as submitted to my office on 13th day of September, 1892.

1642 (L)

Plan B of 2 plans

Sh. 2/2

OLD BOTANY ROAD

SHEET 1 ADJOINS

ROAD

BAXTER

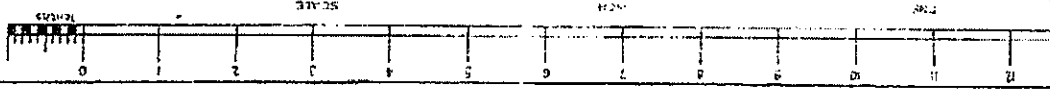
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100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	100-100	

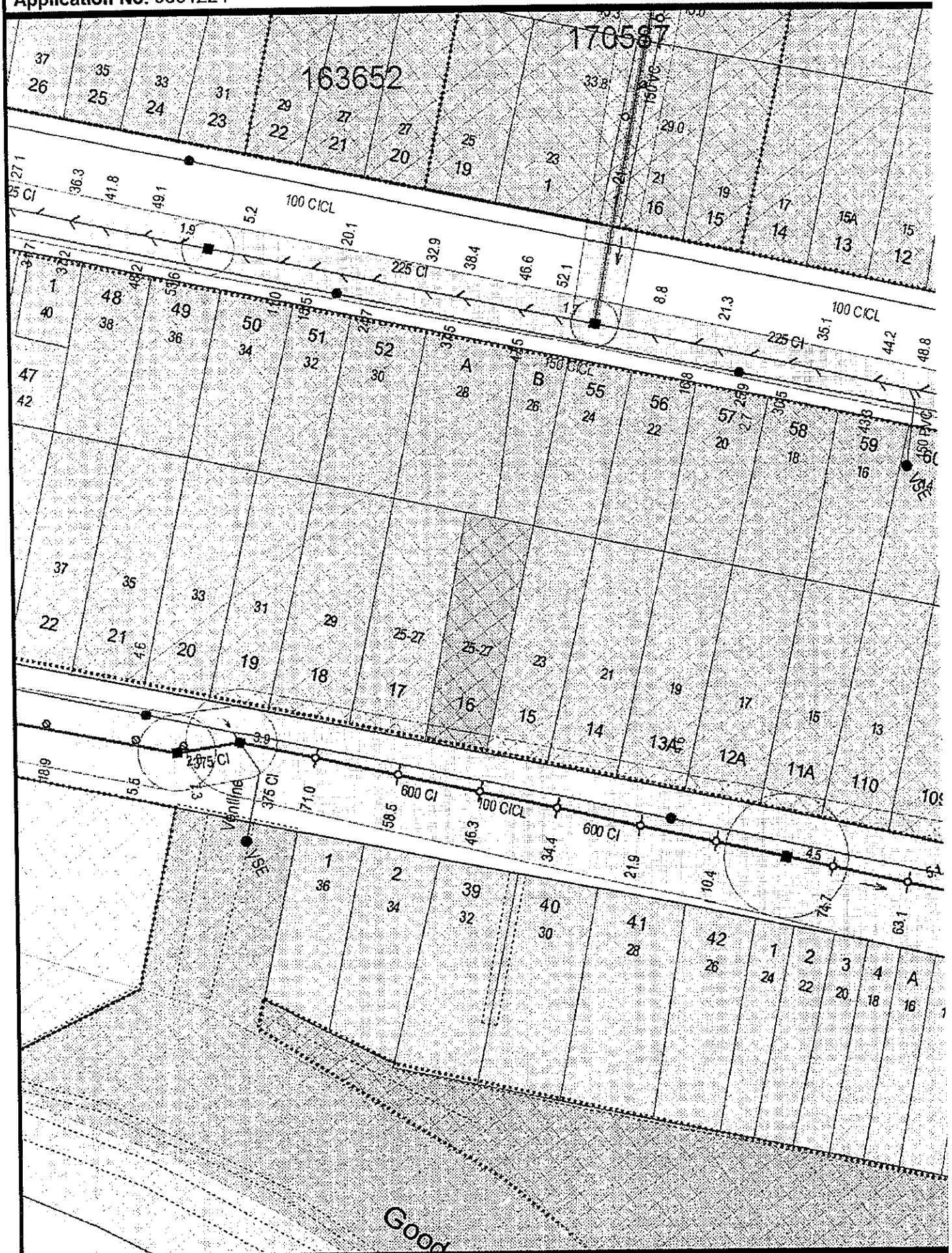
Notes

No	Loc	Particulars
(1)	100-100	100-100
(2)	100-100	100-100
(3)	100-100	100-100
(4)	100-100	100-100
(5)	100-100	100-100
(6)	100-100	100-100
(7)	100-100	100-100

1. Jack Howard Nelson, Maynard General, under the first negative is a photograph of a person named Nelson, taken in my custody May 21st day of September 1912.

*Handwritten signature*





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

## Municipality of BOTANY

SEWER AVAILABLE

Diagram No. 229421

## SYMBOLS AND ABBREVIATIONS

- |        |                    |        |                 |      |              |        |                   |
|--------|--------------------|--------|-----------------|------|--------------|--------|-------------------|
| X      | Boundary Trap      | R.V.   | Reflux Valve    | I.P. | Induct Pipe  | B.s.   | Basin             |
| ■      | Pit                | ○      | Cleaning Eye    | M.F. | Mica Flap    | Skr.   | Shower            |
| ■      | Grease Interceptor | oVert  | Vertical Pipe   | T.   | Tubs         | W.I.P. | Wrought Iron Pipe |
| o      | Gully              | oV.P.  | Vent. Pipe      | K.S. | Kitchen Sink | C.I.P. | Cast Iron Pipe    |
| o P.T. | P. Trap            | oSV.P. | Soil Vent. Pipe | W.C. | Water Closet | F.W.   | Floor Waste       |
| o R.S. | Reflux Sink        | D.C.C  | Down Cast Cowl  | B.W. | Bath Waste   | W.M.   | Washing Machine   |

Existing drainage shown by block lines.      Scale: 40 Feet to an Inch      New drainage shown by full blue lines.

This diagram is the property of the Proprietor and is to be returned to him on completion of the work

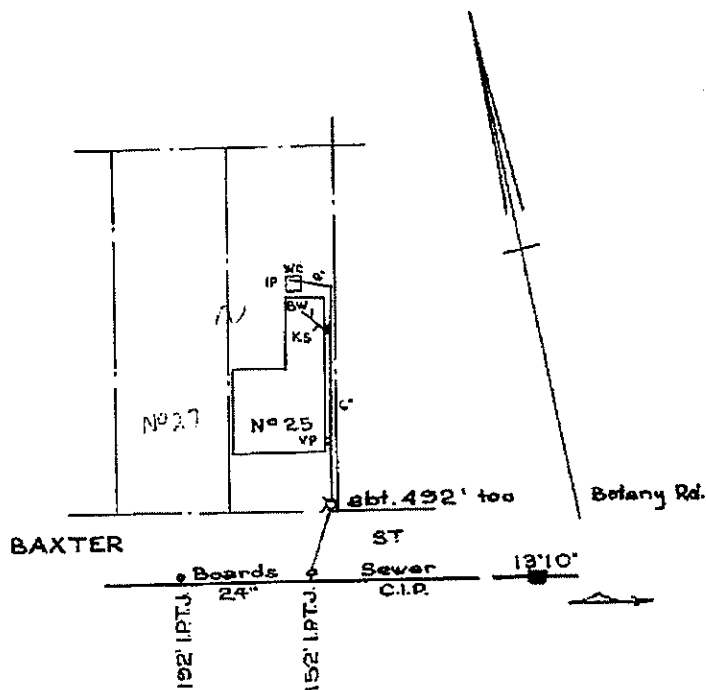
Certificates for drainage and sanitary plumbing may be obtained on application at the office of the Board by the Drainer or Plumber concerned

~~The Board accepts no responsibility for the suitability of the diagram in relation to the eventual position of the Board's server. When the server becomes available it will be necessary to apply for a revised diagram.~~

This work must be carried out in accordance with the Board's By-laws and Regulations.

(4) dia. pipes may be used in lieu of 6" dia. pipes as shown on this diagram if the property owner so desires, provided that the relative levels of the sewer and house fixtures will permit of the pipes being laid with regulation grades and cover. For further information consult Board's Inspector )

This work will be tested from .....  
.....



SHEET № 2561

For Engineer-in-Chief

OFFICE USE ONLY						
WC	Designed by	Date	Inspector	First Visit	Passed	Date
B.W.	Inspector	1/1				1/1
Bsn						
K.S.	Examined by		Date	Inspector		
T.		1/1	Outfall	Checked with Design and Diagram		
Ptg.	Chief Inspector		Drainer			
			Boundary Trap	Chief Inspector		1/1

### Disclaimer

**Disclaimer**  
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a Service location print.



**Bayside Council**

Serving Our Community

**PLANNING CERTIFICATE  
UNDER SECTION 10.7(2)  
ENVIRONMENTAL PLANNING AND  
ASSESSMENT ACT, 1979**

**Certificate No : 2018/11491**

**Date : 21/09/2018**

**Receipt No : 473253**

**Applicant Reference : 25334**

This Section 10.7 Planning Certificate has been issued by Bayside Council. Information contained within this Certificate is based on data from the former City of Botany Bay Council.

**Property:**

**25 Baxter Road MASCOT 2020**

**Description: Lot: 16 DP: 979354**

**Parcel No: 1372**

**Applicant:**

**InfoTrack**

**DX 578 SYDNEY**

**Eastgardens Customer Service Centre**  
Westfield Eastgardens  
152 Bunnerong Road  
Eastgardens NSW 2036, Australia  
ABN 80 690 785 443 Branch 004

**Rockdale Customer Service Centre**  
444-446 Princes Highway  
Rockdale NSW 2216, Australia  
ABN 80 690 785 443 Branch 003  
DX 25308 Rockdale

**Phone 1300 581 299**  
**T (02) 9562 1666 F 9562 1777**  
**E [council@bayside.nsw.gov.au](mailto:council@bayside.nsw.gov.au)**  
**W [www.bayside.nsw.gov.au](http://www.bayside.nsw.gov.au)**

**Postal address: PO Box 21, Rockdale NSW 2216**



**Telephone Interpreter Services - 131 450**

**Τηλεφωνικές Υπηρεσίες Διερμηνέων**

**بخدمة الترجمة الهاتفية**

**電話傳譯服務處**

**Служба за преследување по телефон**

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**MATTERS PRESCRIBED UNDER THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979 AND THE ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000 TO BE INCLUDED IN SECTION 10.7(2) PLANNING CERTIFICATES.**

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**1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPS**

- (1) The name of each environmental planning instrument that applies to the carrying out of development on the land.

*SEPP No. 19 – Bushland in Urban Areas*  
*SEPP No. 21 – Caravan Parks*  
*SEPP No. 30 – Intensive Agriculture*  
*SEPP No. 33 – Hazardous and Offensive Development*  
*SEPP No. 50 – Canal Estate Development*  
*SEPP No. 55 – Remediation of Land*  
*SEPP No. 62 – Sustainable Aquaculture*  
*SEPP No. 64 – Advertising and Signage*  
*SEPP No. 65 – Design Quality of Residential Apartment Development*  
*SEPP No. 70 – Affordable Housing - (Revised Schemes)*  
*SEPP (Housing for Seniors or People with a Disability) 2004*  
*SEPP (Building Sustainability Index: BASIX) 2004*  
*SEPP (State Significant Precincts) 2005*  
*SEPP (Infrastructure) 2007*  
*SEPP (Mining, Petroleum Production and Extractive Industries) 2007*  
*SEPP (Exempt and Complying Development Codes) 2008*  
*SEPP (Affordable Rental Housing) 2009*  
*SEPP (State & Regional Development) 2011*  
*SEPP (Three Ports) 2013*  
*SEPP (Miscellaneous Consent Provisions) 2007*  
*SEPP (Vegetation in Non-Rural Areas) 2017*  
*SEPP (Educational Establishments and Child Care Facilities) 2017*  
*SEPP (Coastal Management) 2018*

*Botany Bay Local Environmental Plan 2013*

- (2) The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).

*The following proposed environmental planning instruments apply:*

*Draft SEPP – Remediation of Land*



*Planning Proposal No. 1/2013 - seeks to rezone Nos. 2-10 McFall Street and 1 Bay Street, Botany to B7 – Business Park under the Botany Bay Local Environmental Plan 2013; and prohibit development for the purposes of container depots under the State Environmental Planning Policy (Three Ports) 2013 within the wider Hale Street Industrial Precinct bounded by Hale Street, Byrnes Street and Erith Street. Please refer to Attachment 3 to the rear of the Certificate for additional information.*

- (3) **The name of each development control plan that applies to the carrying out of development on the land.**

*The Botany Bay Development Control Plan 2013 applies to the carrying out of development on the land.*

*Please refer to Attachment No. 2 titled: Botany Bay Development Control Plan 2013 at the end of the Section 10.7(2) Planning Certificate for more information.*

- (4) **In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or draft environmental planning instrument.**

## **2. ZONING AND LAND USE UNDER RELEVANT LEPS**

**For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):**

- (a) **The identity of the zone, whether by reference to a name (such as "Residential Zone" or "Heritage Area") or by reference to a number (such as "Zone No 2 (a)"),**
- (b) **the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,**
- (c) **the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,**
- (d) **the purposes for which the instrument provides that development is prohibited within the zone,**

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**Identity of the zone affected by the environmental planning instrument or proposed instrument on the above mentioned land.**

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- (a) **Zone R2 Low Density Residential**
- (b) **Development which may be carried out without development consent**

*Home occupations*

**(c) Development which may be carried out only with development consent**

*Attached dwellings; Bed and breakfast accommodation; Boarding houses; Building identification signs; Business identification signs; Child care centres; Community facilities; Dwelling houses; Environmental protection works; Flood mitigation works; Group homes; Health consulting rooms; Hospitals; Multi dwelling housing; Neighbourhood shops; Office premises; Places of public worship; Recreation areas; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings.*

**(d) Development which is prohibited**

*Any development not specified in item (b) or (c)*

**Note:** Some of the uses listed in (c) are only permitted in certain circumstances. Please refer to the provisions of Botany Bay Local Environmental Plan 2013, especially Part 6, for additional information on permissibility of individual land uses specified in answer (c).

**(e) Whether any development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,**

NO

*Note:* There are no development standards applying to an existing allotment of land that fix minimum land dimensions for the erection of a dwelling house.

**(f) Does the land include or comprise critical habitat?**

NO

**(g) Is the land in a conservation area?**

NO

**(h) Is an item of environmental heritage situated on the land?**

NO

**2A. ZONING AND LANDUSE UNDER STATE ENVIRONMENTAL PLANNING POLICY (SYDNEY REGION GROWTH CENTRES) 2006**

To the extent that the land is within any zone (however described) under:

**(a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or**

**(b) a Precinct Plan (within the meaning of the 2006 SEPP), or**

- (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act,

the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).

*The land is not affected by the provisions of State Environmental Planning Policy (Sydney Region Growth Centres) 2006.*

### 3. COMPLYING DEVELOPMENT

- (1) The extent to which the land is land on which complying development may be carried out 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.
- (2) The extent to which complying development may not be carried out on that land because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of that Policy and the reasons why it may not be carried out under those clauses.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that a restriction applies to the land, but it may not apply to all of the land, and that council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.

**Disclaimer:** This certificate only responds to the preliminary question whether complying development may be carried out on the land under each of the codes for complying development under the State Environmental Planning Policy (Exempt & Complying Development Codes) 2008 (“the Policy”) or whether such development is excluded because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 of the Policy. If this certificate states that complying development may be carried out on the land under a code, particular development must also comply with the other development specific requirements of the Policy including minimum site area, minimum frontage and zoning.

Failure of the proposed development to comply with any of those specific requirements may preclude it from being complying development under the Policy.

**Note:** Under Clause 1.17A (1) (a) to be complying development for the purposes of any environmental planning instrument, the development must not:

- (a) be development for which development consent cannot be granted except with the concurrence of a person other than:
  - (i) the consent authority, or
  - (ii) the Director-General of the Department of Environment, Climate Change and Water as referred to in Section 4.13(3) of the Act.

**(a) the General Housing Code**



**NO.** Complying development under the General Housing Code may not be carried out on the land.

Please refer to the following reason why Complying Development may not be carried out on this land under the provisions of Clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18(1) (c3) and 1.19 of the Codes SEPP.

**REASON**



The land is in the 25 ANEF contour or a higher ANEF contour, unless the development is only for the erection of ancillary development, the alteration of or an addition to ancillary development or the alteration of a dwelling house.

**(b) the Rural Housing Code**

The Rural Housing Code is not applicable.

**(c) the Housing Alterations Code**



**YES.** None of the matters raised in 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 prevent complying development being carried out on the land under the Housing Alterations Code under the Codes SEPP.

**(d) the General Development Code**



**YES.** None of the matters raised in 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 prevent complying development being carried out on the land under the General Development Code under the Codes SEPP.

**(e) the Commercial and Industrial Alterations Code**



**YES.** None of the matters raised in 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 prevent complying development being carried out on the land under the Commercial and Industrial Alterations Code under the Codes SEPP.

**(f) the Commercial and Industrial (New Buildings and Additions) Code**



**YES.** None of the matters raised in 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 prevent complying development being carried out on the land under the General Commercial and Industrial (New Buildings and Additions) Code under the Codes SEPP.

**(g) the Subdivisions Code**



**YES.** None of the matters raised in 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 prevent complying development being carried out on the land under the Subdivisions Code under the Codes SEPP.

**(h) the Demolition Code**



**YES.** None of the matters raised in 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 prevent complying development being carried out on the land under the Demolition Code under the Codes SEPP.

**(i) the Fire Safety Code**



**YES.** None of the matters raised in 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 prevent complying development being carried out on the land under the Fire Safety Code under the Codes SEPP.

**4. COASTAL PROTECTION**

Repealed

Not applicable

**4A. CERTAIN INFORMATION RELATING TO BEACHES AND COASTS**

Repealed

Not applicable.

#### **4B. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS**

In relation to a coastal council—whether the owner (or any previous owner) of the land has 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 Act).

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.

*Not applicable.*

#### **5. MINE SUBSIDENCE**

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of section 15 of the *Mine Subsidence Compensation Act 1961*.

*NO*

#### **6. ROAD WIDENING AND ROAD REALIGNMENT**

Whether or not the land is affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or

*NO*

- (b) any environmental planning instrument, or

*NO*

- (c) any resolution of the council.

*NO*

#### **7. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS**

Whether or not the land is affected by a policy:

- (a) adopted by the council, or

- (b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council,

that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

*Clause 6.1 of the Botany Bay Local Environmental Plan 2013 - Acid Sulfate Soils*

*Clause 6.8 of the Botany Bay Local Environmental Plan 2013 - Airspace operations*

*Clause 6.9 of the Botany Bay Local Environmental Plan 2013 - Development in areas subject to aircraft noise*

*Botany Bay Development Control Plan 2013 - provisions of Part 3K - Contamination*

*Part 2 of Botany Bay Development Control Plan 2013 - any development application proposing a new structure within 10 metres either side (horizontally or vertically) of the "line of sight" (as detailed in Figures 2 & 3 of Part 2 of the DCP) requires referral to Sydney Ports Corporation for review and comment, to ensure that the proposed development does not impact on the Vessel Traffic Service system. Refer to Part 2 of the DCP for more information.*

*Part 3M of the Botany Bay Development Control Plan 2013 applies to land that drains into the Botany wetlands or has the potential to adversely affect the wetlands. Refer to Part 3M of the DCP for more information.*

*Part 3J of the Botany Bay Development Control Plan 2013 applies to the land. This Part provides a means of assessing the effect of aircraft noise on development proposals by utilising an appropriately endorsed Australian Noise Exposure Forecast (ANEF) chart that takes into account long-term operating procedures and air traffic forecasts at Sydney (Kingsford-Smith) Airport. This Part also provides potential applicants with an understanding of the predicted level of the potential height limits due to prescribed airspace on proposed development sites and the potential for proposed developments to cause mechanical windshear.*

*The subject property is located within a 25-30 ANEF contour under the Australian Noise Exposure Forecast 2033 (ANEF) Chart adopted by the former City of Botany Bay Council on 27 March 2013. For the consequences of development on the subject property within such an affectation please refer to the Botany Bay Development Control Plan 2013 which can be inspected at Council's Offices or accessed on the former City of Botany Bay Council's website at [www.botanybay.nsw.gov.au](http://www.botanybay.nsw.gov.au).*

**Note:**

*Where Council has no formal policy adopted by a resolution of Council to restrict the development due to risk, Council is prepared to volunteer some information relevant to the land. Please refer to the Section 10.7 (5) planning certificate.*

**Note:**

*In relation to tidal inundation Council is prepared to provide further information upon application to it for a certificate under Section 10.7(5).planning certificate.*

## **7A. FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION**

- (1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is subject to flood related development controls.

NO

- (2) Whether or not development on that land or part of the land for any other purpose is subject to flood related development controls.

NO

- (3) Words and expressions in this clause have the same meanings as in the instrument set out in the Schedule to the Standard Instrument (Local Environmental Plans) Order 2006.

*Note: If the land has not been identified as being subject to flood related development controls, it does not mean that your property is not subject to flooding/local inundation. The former City of Botany Bay Council has not at this time adopted a formal policy by resolution whereby flood related development controls are imposed. Bayside Council is prepared to volunteer some further information relevant to the land. Please refer to the Section 10.7(5) Planning Certificate.*

## **8. LAND RESERVED FOR ACQUISITION**

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

NO

## **9. CONTRIBUTIONS PLANS**

The name of each contributions plan applying to the land.

*City of Botany Bay Section 94 Development Contributions Plan 2016. City of Botany Bay Section 94A Development Contributions Plan 2016.*

**Note:**

*For a copy of the plans please access the former City of Botany Bay Council's website at <http://www.botanybay.nsw.gov.au/Planning-Business/Planning-Controls-Policies/Development-Contribution-Plan>*

## **9A. BIODIVERSITY CERTIFIED LAND**

Is the land biodiversity certified land (within the meaning of Part 7AA of the Threatened Species Conservation Act 1995)?

NO



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## 10. BIOBANKING AGREEMENTS

Has Council been notified by the Chief Executive of the Office of Environment and Heritage of the existence of a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 that applies to the land to which the certificate relates?

NO

## 11. BUSH FIRE PRONE LAND

Is any of the land bush fire prone land (as defined in the Act)?

NO

## 12. PROPERTY VEGETATION PLANS

Has Council been notified by an approved person or body of the existence of a property vegetation plan under the Native Vegetation Act 2003 that applies to the land to which the certificate relates?

NO

## 13. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Whether Council has been notified of an order that has been made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land to which the certificate relates?

NO

## 14. DIRECTIONS UNDER PART 3A

Is there a direction by the Minister in force under section 75P (2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect on the land to which the certificate relates?

NO

## **15. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIORS HOUSING**

- (a) Whether there is a current site compatibility certificate (of which Council is aware) issued under clause 25 of State Environmental Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land?

NO

- (b) If a development application granted after 11 October 2007 in respect of the land, includes as a condition of consent any terms of a kind referred to in clause 18(2) of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004?

NO

## **16. SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE**

Whether there is a valid site compatibility certificate (of which Council is aware), issued under clause 19 of State Environmental Planning Policy (Infrastructure) 2007 in respect of proposed development on the land?

NO

## **17. SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING**

- (a) Whether there is a current site compatibility certificate (affordable rental housing), of which Council is aware, in respect of proposed development on the land?

NO

- (b) If a condition of consent to a development application in respect of the land includes the terms of a kind referred to in clause 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009?

NO

## **18. PAPER SUBDIVISION INFORMATION**

- (1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.
- (2) The date of any subdivision order that applies to the land.

- (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.

*Not applicable.*

## 19. SITE VERIFICATION CERTIFICATES

Whether there is a current site verification certificate, of which the council is aware, in respect of the land and, if there is a certificate, the statement is to include:

- (a) The matter certified by the certificate, and

*NO*

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

- (b) The date on which the certificate ceases to be current (if any), and

*NO*

- (c) That a copy may be obtained from the head office of the Department of Planning and Environment.

*NO*

## 20. LOOSE-FILL ASBESTOS INSULATION

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.

*Not applicable.*

**Note:** The register referred to in this question is the *Loose-Fill Asbestos Insulation Register*, which is maintained by the Secretary of NSW Fair Trading.

## 21. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) A statement of whether there is any affected building notice of which the Council is aware that is in force in respect of the land.

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**(2) A statement of:**

- (a) Where there is any building product rectification order of which the Council is aware that is in force in respect of the land and has not been fully complied with, and**
- (b) Whether any notice of intention to make a building product rectification order of which the Council is aware has been given in respect of the land and is outstanding**

**(3) In this clause.**

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

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

*Council is not aware of an issue of a notice of intention or order pertaining to building product rectification works.*

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**MATTERS PRESCRIBED BY ACTS OTHER THAN THE ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979 TO BE INCLUDED IN SECTION 10.7(2) PLANNING CERTIFICATES.**

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**1. MATTERS PRESCRIBED BY SECTION 59(2) OF THE CONTAMINATED LAND MANAGEMENT ACT 1997 AS ADDITIONAL MATTERS TO BE SPECIFIED IN A PLANNING CERTIFICATE.**

Section 59(2) of the Contaminated Land Management Act 1997 prescribes the following additional matters that are to be specified in a planning certificate:

- (a) That the land to which the certificate relates is significantly contaminated land, if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,  
  
NO
- (b) that the land to which the certificate relates is subject to a management order, if it is subject to such an order at the date when the certificate is issued,  
  
NO
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal, if it is the subject of an approved proposal at the date when the certificate is issued,  
  
NO
- (d) that the land to which this certificate relates is subject to an ongoing maintenance order, if it is subject to such an order at the date when the certificate is issued,  
  
NO
- (e) that the land to which this certificate relates is the subject of a site audit statement, if a copy of such statement has been provided at any time to the local authority issuing the certificate,  
  
NO

**Notes:**

- (1) Section 53B requires site auditors to furnish local authorities with copies of site audit statements relating to site audits for the purposes of statutory requirements.
- (2) The information provided in (a) to (d) above is based on information provided by the Office of Environment and Heritage to the former City of Botany Bay Council.
- (3) Any queries regarding the advice provided in (a) to (d) please contact the Office of Environment and Heritage on (02) 9995 5000.

### **Note No. 1**

After the issue of this certificate Council may be prepared to provide up-to-date oral information to the applicant about matters disclosed in this certificate but if it does so Council accepts no responsibility whatsoever for the accuracy of the oral information given and no employee of the Council is authorised to bind Council by the giving of such oral information.

This information is provided pursuant to section 10.7 (2) of the Environmental Planning and Assessment (EPA) Act 1979 as prescribed by Schedule 4 of the EPA Regulations 2000 and is applicable as of the date of this certificate.

It is your responsibility to read all attachments to this Section 10.7 Planning Certificate.

### **Additional matters pursuant to Section 10.7 (5)**

Additional information provided pursuant to section 10.7 (5) of the EPA Act 1979, is available upon application and payment of the prescribed fee. Advice will be provided for the following additional matters not included under Section 10.7 (2) in accordance with Section 10.7(5) and 10.7 (6) of the Act:

- (a) information that indicates whether or not any additional hazards exist for which no policy of council exists to restrict development;
- (b) whether or not the land is affected by a Tree Preservation Order;
- (c) whether or not there are building height restrictions as a result of the operations of the Sydney Airport; and
- (d) restrictions on the use of groundwater contained within the Botany Sands Aquifer.

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MEREDITH WALLACE  
General Manager  
Bayside Council

Per :



## **ATTACHMENT NO. 1 BOTANY BAY LOCAL ENVIRONMENTAL PLAN 2013**

The Botany Bay Local Environmental Plan 2013 was gazetted on 21 June 2013. The Botany Bay Local Environmental Plan 2013 replaces the Botany Local Environmental Plan 1995. The Botany Bay Local Environmental Plan 2013 is a statutory planning document that sets the direction for growth in the former City of Botany Bay.

The Botany Bay Local Environmental Plan 2013 is consistent with the Standard Instrument, which was introduced by the State Government in March 2006.

The Botany Bay Local Environmental Plan 2013 applies to all land within the former City of Botany Bay, except for the following:

1. Industrial lands covered by the State Environmental Planning Policy (Three Ports) 2013. This Policy largely relates to industrial land at Banksmeadow and provides the planning controls for development within the land affected by the SEPP – ie the Hale Street and Banksmeadow Industrial Precincts. A copy of State Environmental Planning Policy (Three Ports) 2013 is available on the NSW State Government's legislation website: [www.legislation.nsw.gov.au](http://www.legislation.nsw.gov.au); and
2. Lands identified as "Deferred matter" on the Land Application Map, being land to which the Botany Local Environmental Plan 1995 still applies, as follows:
  - o 26 Tupia Street, Botany;
  - o 2, 4, 10, 12, 14, 16 & 18 Macintosh Street & 862, 864, 866 & 868 Botany Road, Mascot; and
  - o Lot 6 DP.776212, land at corner of Wentworth Avenue and Dransfield Avenue, Mascot.

The BBLEP 2013 comprises of two parts:

- Written instrument; and
- Maps

The written instrument and maps need to be viewed together to understand the provisions for your property. Detailed planning controls supporting the BBLEP 2013 are contained within the Botany Bay Development Control Plan 2013. Further information is available at <http://www.botanybay.nsw.gov.au>.



## **ATTACHMENT NO. 2**

### **BOTANY BAY DEVELOPMENT CONTROL PLAN 2013**

The Botany Bay Development Control Plan 2013 was adopted by the former City of Botany Bay Council on 11 December 2013 and came into effect on 17 December 2013.

The following amendments have been made to the Botany Bay Development Control Plan 2013:

- At its meeting held 9 December 2014, the former City of Botany Bay Council resolved to adopt Botany Bay Development Control Plan 2013 (Amendment No. 1). Amendment No. 1 involved a number of housekeeping changes to the Botany Bay Development Control Plan 2013. The amendment came into effect on 16 December 2014.
- At its meeting held 26 August 2015, the former City of Botany Bay Council resolved to adopt Botany Bay Development Control Plan 2013 (Amendment No. 2). Amendment No. 2 inserted a new Planning Framework diagram into Part 9A (Mascot Station Town Centre Precinct) and a revised Wilson-Pemberton Planning Framework diagram in Part 9C of the Botany Bay Development Control Plan 2013. The amendment came into effect on 8 September 2015.
- At its meeting held 24 February 2016, the former City of Botany Bay Council resolved to adopt Botany Bay Development Control Plan 2013 (Amendment Nos. 3 and 4) under Clause 21(1)(b) of the Environmental Planning and Assessment Regulation 2000 (the Regulation). Amendment No. 3 amended Part 4C and Part 9A with respect to the amendments to State Environmental Planning Policy No. 65 - Design Quality of Residential Apartment Development and the new Apartment Design Guide. Amendment No. 4 incorporated these changes and addressed a number of duplications and formatting issues, clarified definitions, and condensed and reshaped the document to be more succinct. The amendment came into effect on 8 March 2016.
- At its meeting held 23 March 2016, the former City of Botany Bay Council resolved to adopt Botany Bay Development Control Plan 2013 (Amendment No. 5) under Clause 21(1)(a) of the Environmental Planning and Assessment Regulation 2000 (the Regulation). Amendment No. 5 introduced new controls regarding Secondary Dwellings and clarified the controls pertaining to all ancillary development and buildings to rear lanes in Part 4A – Dwelling Houses. The amendment came into effect on 5 April 2016.
- At its meeting held 20 July 2016, the former City of Botany Bay Council resolved to adopt Botany Bay Development Control Plan 2013 (Amendment No. 6) under Clause 21(1)(a) of the Environmental Planning and Assessment Regulation 2000 (the Regulation). Amendment No. 6 deleted Urban Block 3 from *Part 9A – Mascot Station Town Centre Precinct* following concerns about the impacts of the proposed building forms on the amenity of the local heritage item 182 comprising Mascot Oval and Lionel Bowen Park. The amendment came into effect on 2 August 2016.
- At its meeting held 12 October 2016, Bayside Council resolved to adopt Botany Bay Development Control Plan 2013 (Amendment No. 7) under Clause 21(1)(a) of the Environmental Planning and Assessment Regulation 2000 (the Regulation). Amendment No. 7 amended controls to ensure that caretaker dwellings are ancillary to an approved industrial or business use, and will only be used by a caretaker, owner or operator of an approved business on the site; do not compromise the integrity of industrial or business areas; and are appropriately designed. The amendment came into effect on 25 October 2016.

- At its meeting held 9 August 2017, Bayside Council resolved to adopt Botany Bay Development Control Plan 2013 (Amendment No. 8) under Clause 21(1)(a) of the Environmental Planning and Assessment Regulation 2000 (the Regulation). Amendment No. 8 amended controls to address a number of duplications and formatting issues, to clarify definitions, to update references to external documents and to make implementation of the Development Control Plan simpler and easier. The amendment came into effect on 5 September 2017.

The DCP has been prepared as Council considers it necessary or desirable to provide the guidance referred to in section 3.42 and for other necessary or desirable purposes as contained within section 3.43 of the Environmental Planning and Assessment Act. The DCP will:

- (i) Guide future development within the former Botany Bay Local Government Area (LGA);
- (ii) Support the controls found within the Botany Bay Local Environmental Plan 2013; and
- (iii) Protect and enhance the public domain

The Comprehensive Botany Bay DCP 2013 replaces all the DCPs and Policies that apply to land that the BBLEP 2013 applies to, except for the following sites:

- 26 Tupia Street, Botany;
- 2, 4, 10, 12, 14, 16 and 18 Macintosh Street and 862, 864, 866 and 868 Botany Road, Mascot;
- Lot 6 DP.776212, land at corner of Wentworth Avenue and Dransfield Avenue, Mascot; and
- Land under State Environmental Planning Policy (Three Ports) 2013.

For more information please access the former City of Botany Bay Council's website at <http://www.botanybay.nsw.gov.au/Planning-Business/Planning-Controls-Policies/Botany-Bay-Comprehensive-Development-Control-Plan-2013>

## **ATTACHMENT NO. 3**

### **PLANNING PROPOSALS THAT APPLY TO THE CARRYING OUT OF DEVELOPMENT ON THE LAND**

**Community Consultation under Sections 3.34 and 57 of the Environmental Planning & Assessment Act 1979 for Planning Proposal No. 1/2013 – rezone 2-10 McFall Street and 1 Bay Street Botany and prohibit container depots on certain land zoned under SEPP (Three Ports) 2013**

At its meeting on 4 September 2013, the former City of Botany Bay Council resolved to prepare a Planning Proposal in accordance with the Environmental Planning & Assessment Act 1979 and Environmental Planning & Assessment Regulation 2000 to amend the Botany Bay Local Environmental Plan 2013.

#### **Objective**

The Planning Proposal seeks to:

- rezone Nos. 2-10 McFall Street and 1 Bay Street, Botany to B7 – Business Park under the Botany Bay Local Environmental Plan 2013; and
- prohibit development for the purposes of container depots under the State Environmental Planning Policy (Three Ports) 2013 within the wider Hale Street Industrial Precinct bounded by Hale Street, Byrnes Street and Erith Street.

#### **Intended Outcomes**

The intended outcomes of the Planning Proposal are to:

- correct a mapping anomaly contained in the Botany Bay Local Environmental Plan 2013;
- provide for airport-related facilities and development that support the operation of Sydney Airport;
- enable a range of light industrial and commercial (i.e. business and office) employment opportunities which are more compatible with the nearby residential uses and established character of the precinct;
- enable land uses which address the constraints of the precinct;
- improve the interface issues between existing employment land and adjoining residential development; and
- reduce heavy vehicle movement within the precinct, improving the pedestrian and cycling environment.

The former City of Botany Bay Council resolved on 5 November 2014 to place the Planning Proposal on community consultation.

The Planning Proposal was on community consultation from 18 November 2015 to 18 January 2016. Details on the status of the Planning Proposal can be found on the former City of Botany Bay Council's website at <http://www.botanybay.nsw.gov.au>.

**Note:** *Bayside Council is authorised to exercise the functions of the Minister for Planning under Section 3.34 of the Environmental Planning & Assessment Act 1979 in the making of the LEP.*

## RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor:  
Purchaser:  
Property:  
Dated:

### Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
  - (a) What are the nature and provisions of any tenancy or occupancy?
  - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
  - (c) Please specify any existing breaches.
  - (d) All rent should be paid up to or beyond the date of completion.
  - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
  - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (a tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
  - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
  - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

### Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

### Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
  - (a) to what year has a return been made?
  - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

### Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16.
  - (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
  - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
  - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979 (NSW)* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
  - (e) In respect of any residential building work carried out in the last 7 years:
    - (i) please identify the building work carried out;
    - (ii) when was the building work completed?

- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the *Home Building Act 1989 (NSW)*.
- 17. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- 18. If a swimming pool is included in the sale:
  - (a) did its installation or construction commence before or after 1 August 1990?
  - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
  - (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details of the exemptions claimed;
  - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
  - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 19.
  - (a) To whom do the boundary fences belong?
  - (b) Are there any party walls?
  - (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
  - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
  - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?
- Affections**
- 20. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
- 21. Is the vendor aware of:
  - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
  - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
  - (c) any latent defects in the Property?
- 22. Has the vendor any notice or knowledge that the Property is affected by the following:
  - (a) any resumption or acquisition or proposed resumption or acquisition?
  - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
  - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
  - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
  - (e) any realignment or proposed realignment of any road adjoining the Property?
  - (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
- 23.
  - (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
  - (b) If so, do any of the connections for such services pass through any adjoining land?
  - (c) Do any service connections for any other Property pass through the Property?
- 24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?
- Capacity**
- 25. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.
- Requisitions and transfer**
- 26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.
- 27. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 28. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 29. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 30. The purchaser reserves the right to make further requisitions prior to completion.
- 31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.