

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Valley Estate Agents	Phone: 4934 1901
	444a High Street, Maitland, NSW 2320	Ref: Alana Baker
co-agent		
vendor		
vendor's solicitor		

date for completion **42nd day after the contract date** (clause 15)
 land (address, plan details and title reference) **17 Lockwood Street, North Rothbury, New South Wales 2335**
Registered Plan: Lot 1753 Plan DP 1240739
Folio Identifier 1753/1240739

improvements ☒ VACANT POSSESSION ☐ subject to existing tenancies
☒ HOUSE ☐ garage ☐ carport ☒ home unit ☐ carspace ☐ storage space
☐ none ☐ other:
 attached copies ☒ documents in the List of Documents as marked or as numbered:
☐ other documents:

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

inclusions	<input checked="" type="checkbox"/> air conditioning	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> curtains	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input checked="" type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: remote control for air conditioner			
exclusions	Furniture.			
purchaser				
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

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

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

buyer's agent

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

SIGNING PAGE

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

Choices

Vendor agrees to accept a **deposit-bond**

☐ NO ☒ yes

Nominated *Electronic Lodgment Network (ELN)* (clause 4):

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, 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 a *GSTRW payment*
(GST residential withholding payment)

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

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

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

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

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

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input checked="" type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract
<p>Home Building Act 1989</p> <ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover <p>Swimming Pools Act 1992</p> <ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	<p>Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> 60

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice 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 – <ul style="list-style-type: none"> • 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 – <ul style="list-style-type: none"> • 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.

17 LOCKWOOD ST, NORTH ROTHBURY 2325

ADDITIONAL CONTRACT PROVISIONS

VENDOR: Tung Thanh Tang and Amie Tang

PROPERTY: 17 Lockwood Street, North Rothbury, New South Wales 2335

1 Purchaser's warranty as to real estate agent

- 1.1 The purchaser warrants that the purchaser was not introduced to the property or the Vendor by a Real Estate Agent other than the Real Estate Agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the Vendor against any claim for commission, including the Vendor's costs of defending any such claim, which arises as a result of the purchaser's breach of this warranty;
- 1.2 This warranty and indemnity will not merge on completion;
- 1.3 The Vendor warrants that he has not entered into a sole or exclusive agency agreement as at the date hereto with any agent other than the agent named on the front page of the contract.

2 Liquidated damages

- 2.1 In the event that the Purchaser does not complete this contract on or before the completion date, and provided the Vendor is ready and willing to complete the contract, then the Purchaser shall from that date pay interest on the balance of the purchase price at the rate of 8% pa until completion.
- 2.2 In the event that the Vendor serves a Notice to Complete, the sum of \$330.00 on account of the additional legal fees incurred by the Vendor because of the delay;
- 2.3 The Purchaser acknowledges that the payment of the liquidated damages referred to herein is contemporaneous with the payment of the purchase price on settlement. It is agreed that the amount payable pursuant to this condition is a genuine pre-estimate of the Vendors' loss of interest for the purchase money and liability for rates and outgoings.

3 Time Under Notice

The parties agree that 14 days shall be reasonable notice for the purpose of any notice served by either party, including a notice to complete, making time of the essence.

4 Present Condition and State of Repair

(a) The Purchaser acknowledges that the property is being purchased: -

- In its present condition and state of repair;
- With any defects regarding construction or repair of any improvements thereon;
- Subject to any infestation and dilapidation; and
- In reliance upon the Purchaser's own inspection or the inspection of others engaged by the Purchaser.

(b) The Purchaser further acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness, for any purpose of any part of the property other than as contained in this Contract.

(c) The Purchaser must, at completion, accept the property in its present state of condition and repair at the Contract date, subject to fair wear and tear.

5 Condition of Inclusions

5.1 The inclusions listed on the front page of Contract are included in the purchase and the purchase price. The Purchaser:

- (a) acknowledges that none of the inclusions are new;
- (b) acknowledges that the Vendor has not made and does not make any representation or warranty as to the state of repair or condition of the inclusions; and
- (c) Shall accept the inclusions on the date on which the Purchaser is entitled to possession of the property in their current state of repair and condition, including reasonable fair wear and tear during the Contract period.

5.2 The Purchaser acknowledges that the title to the inclusions shall pass to the Purchaser on completion of this Contract and the Vendor shall not be required to give formal delivery of the inclusions to the Purchaser. The Vendor shall not be responsible for any mechanical breakdown after the making of this Contract in respect of any inclusions.

6 Death and Mental Illness

If the Vendor or Purchaser or any one or more of them shall die or become mentally ill pursuant to the *Mental Health Act 2007* No 8 prior to completion of this Contract, then either party may by notice in writing to the other party's legal representative may rescind this contract whereupon the provisions of clause 19 shall apply.

7 Requisitions on Title

The Purchaser agrees that the only form of general Requisitions on Title the Purchaser may make pursuant to Clause 5 shall be in the form of the Requisitions on Title annexed hereto.

8 Counterpart and Electronic Contract

8.1 This Contract may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were on the same instrument;

8.2 Execution by the parties of the Contract by email or electronically via docusign and transmission of the executed Contract by either of those means shall constitute a valid and binding execution of this Contract by such part or parties.

8.3 For the purposes of the *Electronic Transaction Act 1999* (CTH) and *Electronic Transactions Act 2000* (NSW) each party consents to receiving and sending the Contract electronically.

8.4 The purchaser acknowledges that an original 'ink' signed copy of the vendors signed contract will not be provided.

9 Sewer Diagram – Huntlee Water

9.1 The Vendor discloses, and the purchaser specifically acknowledges that the diagram annexed to the Contract may only disclose the sewer main and, as at the date of this Contract, this is the only diagram available for the property from Huntlee Water.

9.2 The Purchaser accepts this diagram and shall make their own inquiries in relation to the services and the diagram. The Purchaser agrees to not call upon the Vendor to supply an updated diagram nor make any objection, requisition or claim, delay completion, rescind or terminate the Contract in respect of any matter disclosed in or arising from this clause.

10 GST - Residential

The Purchaser warrants that the property will be used predominately for residential accommodation. The Purchaser will indemnify the Vendor against any liability to pay GST arising from breach of this warranty. This clause shall not merge on completion.

11 This clause has been deleted

12 Deposit Paid by Instalments

12.1 The purchaser acknowledges and agrees that the deposit payable under this Contract is 10% of the purchase price. If the vendor has agreed to allow the purchaser to pay the 10% deposit payable under this Contract in two instalments, then the deposit is payable as follows:

- (a) as to 5% on the date of this Contract (time being of the essence); and
- (b) the remaining 5% on the earlier of (time being of the essence):
 - (i) termination of this Contract by the vendor for a breach committed by the purchaser; and
 - (ii) the completion of this Contract.

12.2 The purchaser acknowledges that the vendor has agreed to accept the deposit by instalments at the purchaser's request in earnest of the bargain this Contract and its performance by the purchaser. The purchaser acknowledges that it is an essential term of this Contract that the vendor be entitled to recover from the purchaser the full 10% deposit should the purchaser default under this Contract.

12.3 If subclause 12.1 applies:

- (a) so much of the 10% deposit not paid by the purchaser on the date of this Contract is a liquidated debt due and payable by the purchaser to the vendor; and
- (b) that debt must be repaid to the vendor on the earlier of:
 - (i) the vendor becoming entitled to the deposit under this Contract; and
 - (ii) completion of this Contract.

12.4 The purchaser acknowledges and agrees that in the circumstances entitling the vendor to forfeit the 10% deposit, then this amount represents a genuine pre-estimate of the vendor's loss and not a penalty.

12.5 Nothing in this clause shall be taken as restricting the vendor's rights under this contract or at law. The vendor's right under this Clause 13 shall continue notwithstanding termination of the Contract for a breach by the purchaser.

13 Release of Deposit

Notwithstanding any provision contained herein to the contrary, the Purchaser hereby agrees and acknowledges that by their execution of this Contract they irrevocably authorise the vendor's agent to release to the vendor the whole or any part of the deposit paid herein to the vendor to use as a deposit and/or stamp duty on any piece of real estate that the vendor negotiates to purchase between the date hereof and the date of completion

PROVIDED THAT the vendor does not permit the further release of such deposit without the purchaser's consent. This clause shall be sufficient authority to the agent to release the deposit as aforesaid.

14 Extension(s) to Cooling Off Period and/or Finance Clause

If a cooling off period or finance clause applies to this Contract then on the second and each subsequent occasion that the purchaser requests an extension thereof irrespective of whether the request is granted by the vendor, the purchaser must on completion pay a further sum of \$110.00 inclusive of GST for the vendor's additional legal costs associated with the purchaser's request(s). This fee is agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. The payment of this fee is an essential term of the completion of this Contract.

15 Guarantee & Indemnity for Corporate Purchaser

If the Purchaser (and if comprising more than one person, any one or more of them) is a company, and in consideration of the Vendor entering into this Contract with the Purchaser, it is an essential provision of this Contract that the Directors of the Purchaser jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed. This Guarantee and Indemnity is a continuing obligation and cannot be abrogated, prejudiced, or discharged by any waiver by the vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause. This Guarantee and Indemnity is a principal obligation between the Guarantor and the Vendor.

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

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.)
- 5 If the tenancy is subject to the Residential Tenancies Act 1987:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies 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.
- 7 On or before completion, any mortgage or caveat must be discharged or withdrawn (as the case may be) or an executed discharge or withdrawal handed over on completion.
- 8 When and where may the title documents be inspected?
- 9 Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

- 10 All outgoing referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
- 11 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?

Survey and building

- 12 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.
- 13 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.
14.
 - (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 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 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.
15. 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?
16. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
 - (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
 - (d) are there any outstanding notices or orders?
- 17.
- (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to (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 or the Encroachment of Buildings Act 1922?

Affectations

18. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
19. 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?
20. 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?
- 21. (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?
- 22. 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

- 23. 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

- 24. 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.
- 25. 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.
- 26. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 27. The purchaser reserves the right to make further requisitions prior to completion.
- 28. 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 completion date.



FOLIO: 1753/1240739

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
15/2/2024	1:37 PM	5	17/2/2022

LAND

LOT 1753 IN DEPOSITED PLAN 1240739
AT NORTH ROTHBURY
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF BRANXTON COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1240739

FIRST SCHEDULE

TUNG THANH TANG
AMIE TANG
AS JOINT TENANTS (T AP350735)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 C257210 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE
- 3 DP1240739 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 4 DP1240739 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1240739 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 6 DP1240739 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 AR896478 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 1753/1240739

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/5/2023	1:51 PM	5	17/2/2022

LAND

LOT 1753 IN DEPOSITED PLAN 1240739
AT NORTH ROTHBURY
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF BRANXTON COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1240739

FIRST SCHEDULE

TUNG THANH TANG

AMIE TANG

AS JOINT TENANTS

(T AP350735)

SECOND SCHEDULE (7 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
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- 4 DP1240739 EASEMENT FOR DRAINAGE OF WATER 1.5 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 DP1240739 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT
- 6 DP1240739 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT
- 7 AR896478 MORTGAGE TO MACQUARIE BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

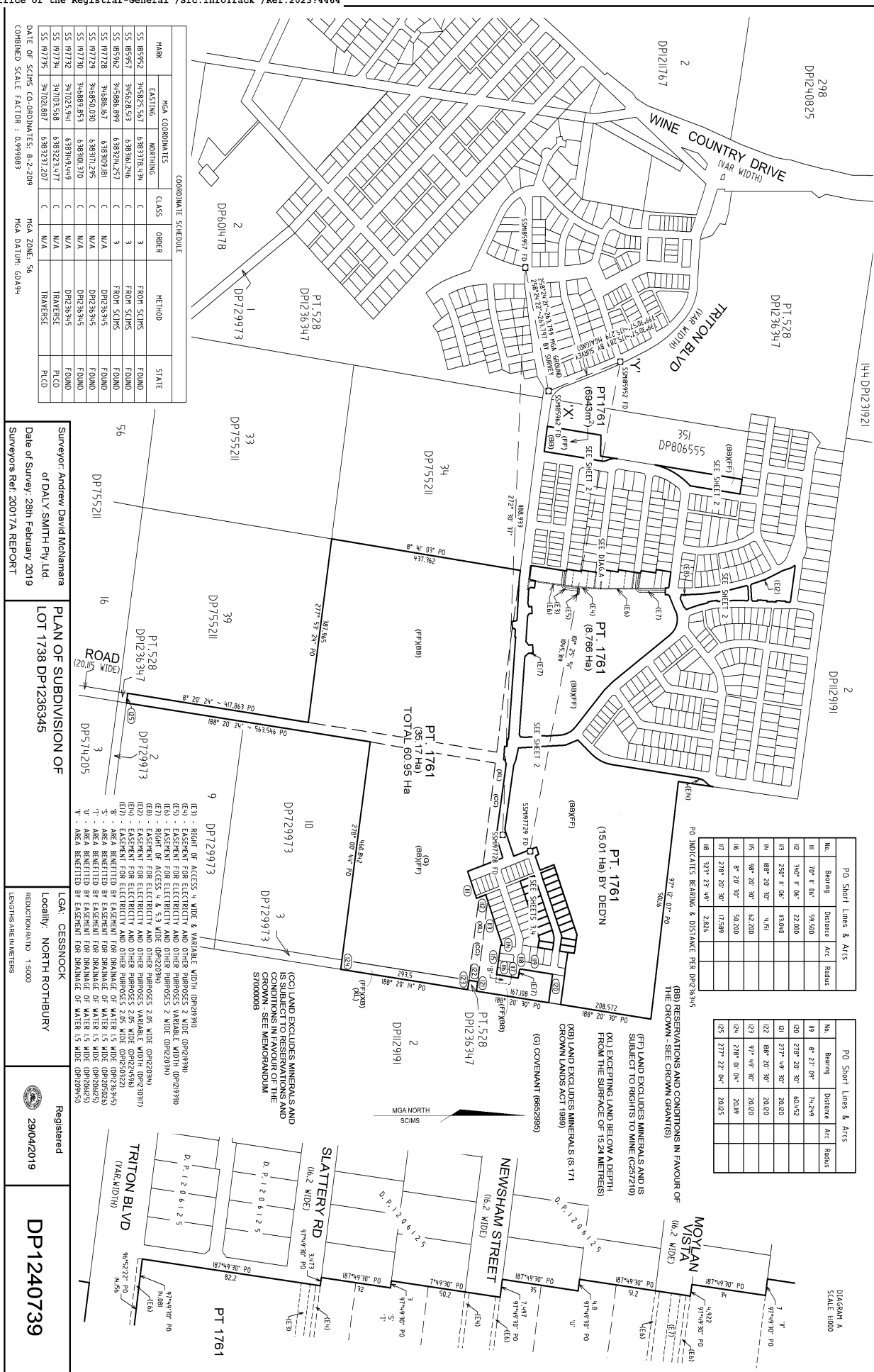
*** END OF SEARCH ***

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

aplan

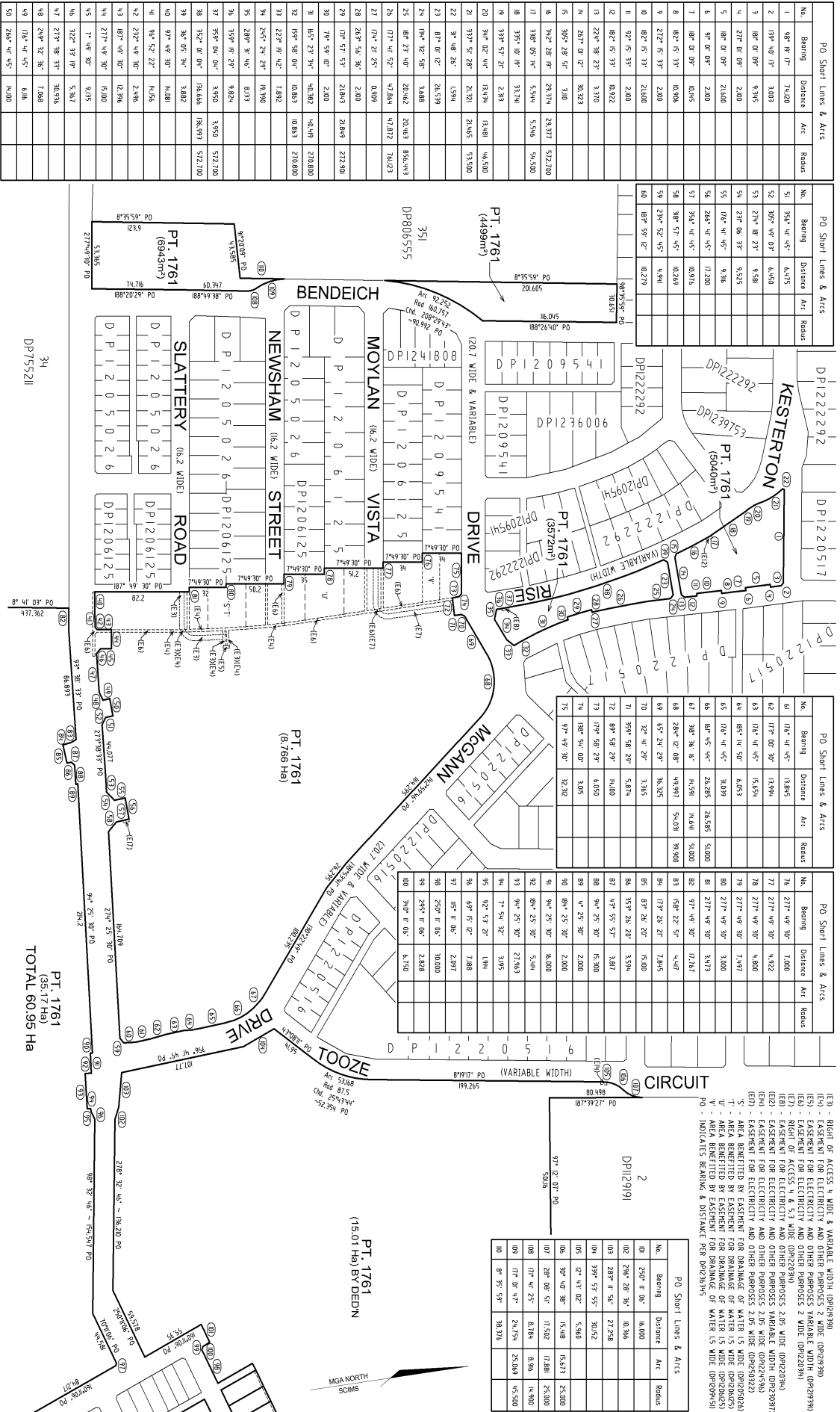
Sheet 1 of 4 sheets



PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 2 of 4 sheets



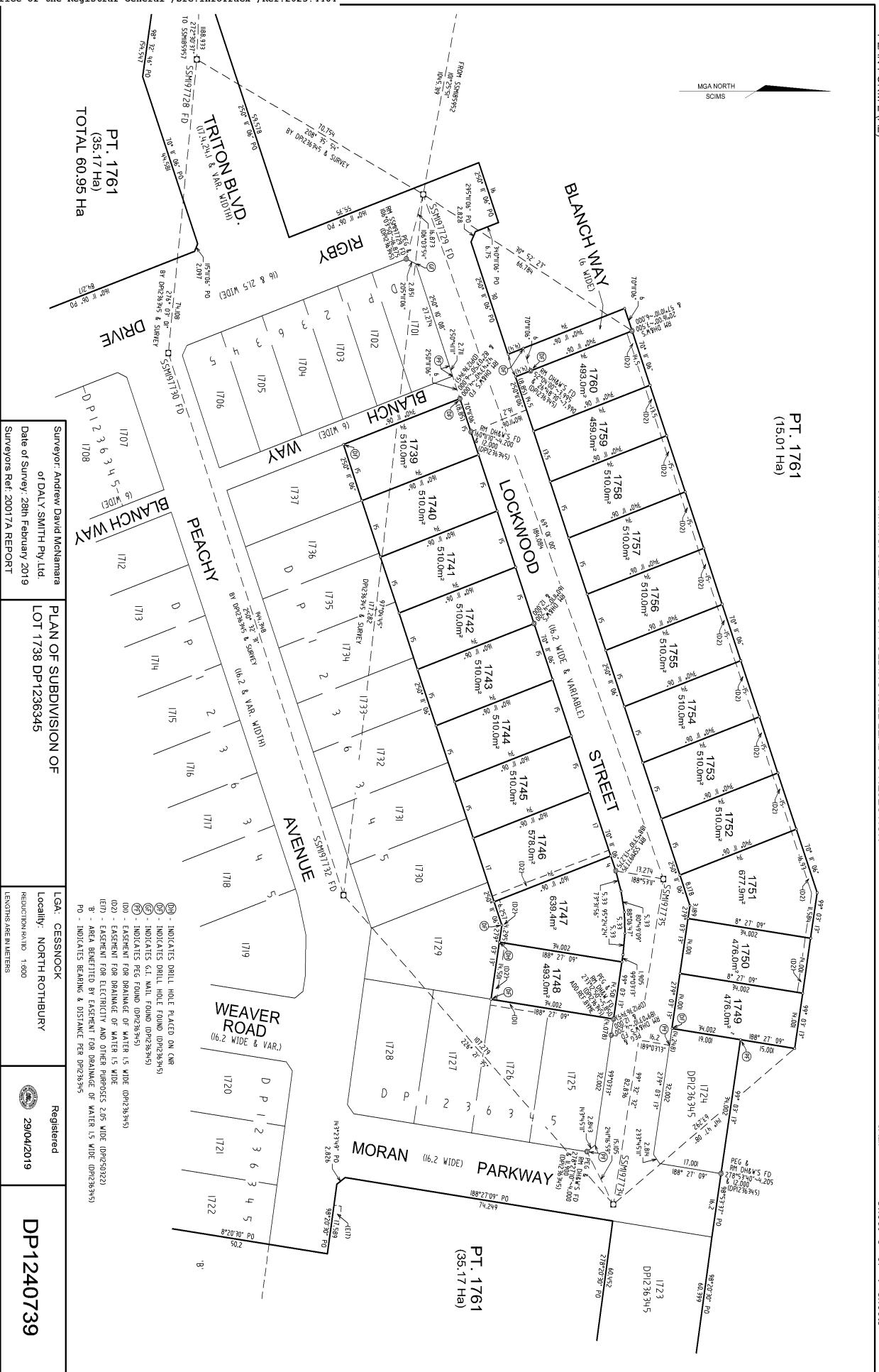
Surveyor: Andrew David McNamara
of DALY SMITH Pty Ltd
Date of Survey: 28th February 2019
Surveyors Ref: 20017A REPORT

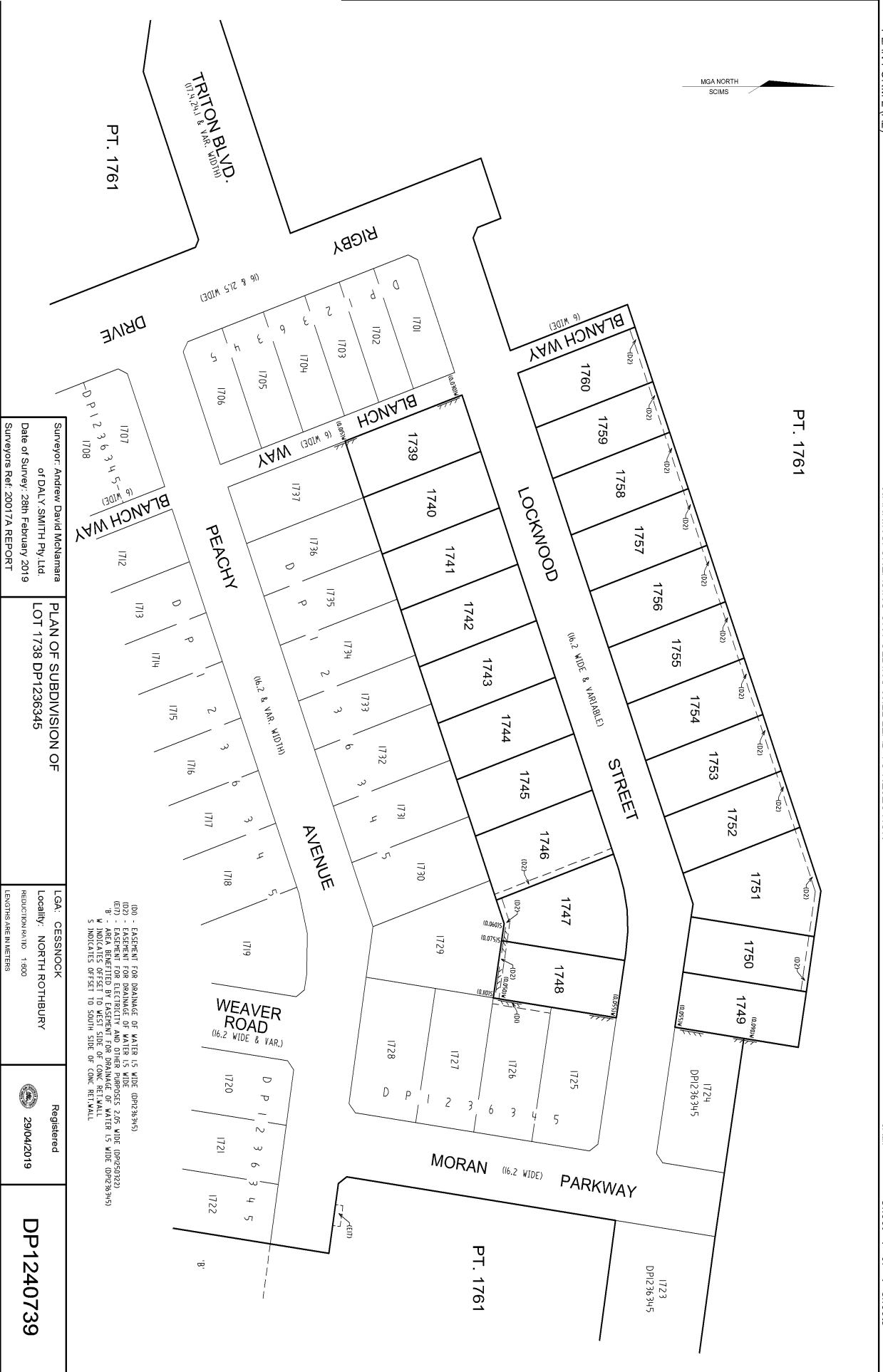
PLAN OF SUBDIVISION OF
LOT 1738 DP1236345

LGA: CESSNOCK
Locality: NORTH ROTHBURY
REDUCTION RATIO: 1:2000
LENGTHS ARE IN METERS


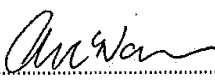
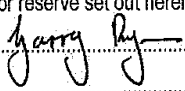
Registered
29/04/2019

DP1240739





ePlan

PLAN FORM 6 (2017)		DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 1 of 1 sheet(s)	
Office Use Only			Office Use Only		
Registered:  29/04/2019 Title System: TORRENS			<h1>DP1240739</h1>		
PLAN OF SUBDIVISION OF LOT 1738 DP1236345			LGA: CESSNOCK Locality: NORTH ROTHBURY Parish: BRANXTON County: NORTHUMBERLAND		
Survey Certificate I, ANDREW DAVID McNAMARA of Daly.Smith PTY LTD PO BOX 204 MORISSET 2264 a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that: *(a) The land shown in the plan was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , is accurate and the survey was completed on, or *(b) The part of the land shown in the plan (*being/*excluding **) LOTS 1739-1760.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed on 28 th February 2019, the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> . Datum Line: X-Y Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:  Dated: 28/2/2019 Surveyor Identification No: 4101 Surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> *Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.			Crown Lands NSW/Western Lands Office Approval I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office:		
Plans used in the preparation of survey/compilation: DP1236345 DP1206125 DP1219391 DP1209451 DP1220314 DP1230317 DP1224596 DP1250322 DP1205026			Subdivision Certificate I, GARRY RYAN *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s.109J of the <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature:  Accreditation number: BPB0565 Consent Authority: MINISTER FOR PLANNING & INF. Date of endorsement: 15/03/2019 Subdivision Certificate number: 20130161SC24 File number: MP10_0137 *Strike through if inapplicable.		
Surveyor's Reference: 20017A REPORT			Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE THE EXTENSION OF BLANCH WAY AND THE EXTENSION OF LOCKWOOD STREET TO THE PUBLIC AS PUBLIC ROAD Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A		

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 2 of 15 sheet(s)
<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> </div> <div> Office Use Only Registered: 29/04/2019 </div> </div>		<div style="font-size: 2em; font-weight: bold; margin-bottom: 10px;">DP1240739</div> <div style="font-size: 0.8em;"> This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i> • Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> • Signatures and seals- see 195D <i>Conveyancing Act 1919</i> • Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. </div>
PLAN OF SUBDIVISION OF LOT 1738 DP1236345		
Subdivision Certificate number: <u>2013 01615024</u> Date of Endorsement: <u>18/3/2019</u>		


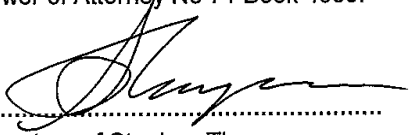
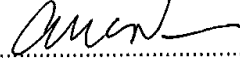
Lot	Street Number	Street name	Street type	Locality
1739	4	Lockwood	Street	North Rothbury
1740	6	Lockwood	Street	North Rothbury
1741	8	Lockwood	Street	North Rothbury
1742	10	Lockwood	Street	North Rothbury
1743	12	Lockwood	Street	North Rothbury
1744	14	Lockwood	Street	North Rothbury
1745	16	Lockwood	Street	North Rothbury
1746	18	Lockwood	Street	North Rothbury
1747	20	Lockwood	Street	North Rothbury
1748	22	Lockwood	Street	North Rothbury
1749	25	Lockwood	Street	North Rothbury
1750	23	Lockwood	Street	North Rothbury
1751	21	Lockwood	Street	North Rothbury
1752	19	Lockwood	Street	North Rothbury
1753	17	Lockwood	Street	North Rothbury
1754	15	Lockwood	Street	North Rothbury
1755	13	Lockwood	Street	North Rothbury
1756	11	Lockwood	Street	North Rothbury
1757	9	Lockwood	Street	North Rothbury
1758	7	Lockwood	Street	North Rothbury
1759	5	Lockwood	Street	North Rothbury
1760	3	Lockwood	Street	North Rothbury
1761	n/a	Triton	Boulevard	North Rothbury

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



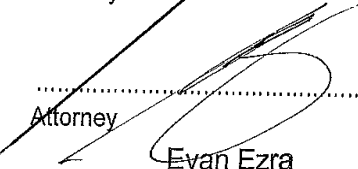
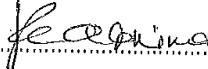

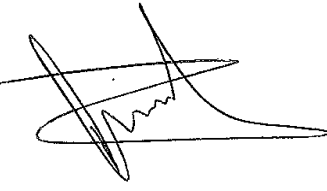
1. EASEMENT FOR DRAINAGE OF WATER 1.5 WIDE (D2)
2. RESTRICTION ON THE USE OF LAND
3. RESTRICTION ON THE USE OF LAND

If space is insufficient use additional annexure sheet


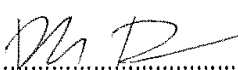
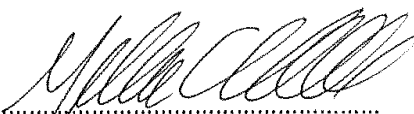

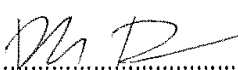
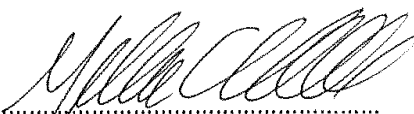

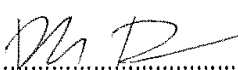
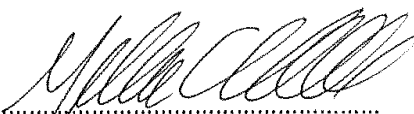

Surveyor's Reference: **20017A REPORT**

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 3 of 15 sheet(s)
<div>Office Use Only</div> <div>Registered:  29/04/2019</div> <div>PLAN OF SUBDIVISION OF LOT 1738 DP1236345</div> <div>Subdivision Certificate number: 2013 0161 SC24 Date of Endorsement: 15/3/2019</div>		<div>Office Use Only</div> <div>DP1240739</div> <div>This sheet is for the provision of the following information as required:<ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) SSI Regulation 2017• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see 195D Conveyancing Act 1919• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</div>
<div><div>EXECUTED for and on behalf of HUNTLEE PTY LTD (ACN 143 744 745) by Stephen Thompson its duly appointed Attorney under Power of Attorney No 71 Book 4659:  Signature of Stephen Thompson</div><div>Witnessed Signed in my presence by Stephen Thompson who is personally known to me.  (Signature of witness) ANDREW MCNAMARA (Name of witness) 4/9 LAMBTON ROAD (Address of witness) BROOKMEADOW NSW 2292</div></div>		
If space is insufficient use additional annexure sheet		
Surveyor's Reference: 20017A REPORT		

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PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 4 of 15 sheet(s)
<div>Office Use Only</div> <div>Registered:  29/04/2019</div>		<div>Office Use Only</div> <div>DP1240739</div>
PLAN OF SUBDIVISION OF LOT 1738 DP1236345		<div>This sheet is for the provision of the following information as required:</div> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.
Subdivision Certificate number: 201301615C24 Date of Endorsement: 15/3/2019		
<div><div><div>EXECUTED for and on behalf of SARGON CT PTY LIMITED (ACN 106 424 088) by its duly appointed Attorneys under Power of Attorney No 219 Book 4753</div><div> Rose O'Rourke Attorney</div><div> Evan Ezra Attorney</div></div><div><div>Witnessed Signed in my presence by its duly appointed Attorneys who are personally known to me.</div><div> POORNIMA MARCHAREDDI (Signature of witness) POORNIMA MARCHAREDDI (Name of witness) 201 KENT STREET (Address of witness) SYDNEY 2000</div></div></div> <div><div><div>EXECUTED for and on behalf of MILTON CORPORATION LTD (ACN 000 041 421) in accordance with section 127 of the <i>Corporations Act, 2001</i> (Cth):</div><div> Brendan John O'Dea Director</div><div> Damian Nishanatha Seneviratne Director/Secretary</div></div><div><div>BRENDAN JOHN O'DEA Name of Director [please print]</div><div>DAMIAN NISHANATHA SENEVIRATNE Name of Director/Secretary [please print]</div></div></div> <div><div>If space is insufficient use additional annexure sheet</div><div>Surveyor's Reference: 20017A REPORT</div></div>		

ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN ADMINISTRATION SHEET		Sheet 5 of 5 sheet(s)																
Office Use Only Registered:  29/04/2019		Office Use Only																
PLAN OF SUBDIVISION OF LOT 1738 DP1236345		DP1240739																
Subdivision Certificate number: <u>20130161SC 24</u> Date of Endorsement: <u>15/3/2019</u>																		
		<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• A schedule of lots and addresses - See 60(c) <i>SSI Regulation 2017</i>• Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see 195D <i>Conveyancing Act 1919</i>• Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.																
<table border="0"><tr><td>EXECUTED for and on behalf of BROOKFIELD GLOBAL REAL ESTATE SPECIAL OPPORTUNITIES INC (FORMERLY LEHMAN PASS-THROUGH SECURITIES INC):</td><td>Witnessed Signed in my presence by;</td></tr><tr><td> Signature</td><td><u>Danielle Brook</u>..... (Name of Signatory)</td></tr><tr><td><u>Senior Vice President, Director</u> Title</td><td><u>Michelle Campbell</u>..... (Name of Signatory)</td></tr><tr><td><u>Danielle Brook</u> Name</td><td>whom are personally known to me,</td></tr><tr><td> Signature</td><td> (Signature of witness)</td></tr><tr><td>..... Title</td><td><u>Jonathan Cohen</u>..... (Name of witness)</td></tr><tr><td>..... Name</td><td><u>c/o Brookfield</u>..... (Address of witness)</td></tr><tr><td></td><td><u>250 Vesey St. 15th Fl</u> <u>NY NY 10281</u></td></tr></table>			EXECUTED for and on behalf of BROOKFIELD GLOBAL REAL ESTATE SPECIAL OPPORTUNITIES INC (FORMERLY LEHMAN PASS-THROUGH SECURITIES INC):	Witnessed Signed in my presence by;	 Signature	<u>Danielle Brook</u> (Name of Signatory)	<u>Senior Vice President, Director</u> Title	<u>Michelle Campbell</u> (Name of Signatory)	<u>Danielle Brook</u> Name	whom are personally known to me,	 Signature	 (Signature of witness) Title	<u>Jonathan Cohen</u> (Name of witness) Name	<u>c/o Brookfield</u> (Address of witness)		<u>250 Vesey St. 15th Fl</u> <u>NY NY 10281</u>
EXECUTED for and on behalf of BROOKFIELD GLOBAL REAL ESTATE SPECIAL OPPORTUNITIES INC (FORMERLY LEHMAN PASS-THROUGH SECURITIES INC):	Witnessed Signed in my presence by;																	
 Signature	<u>Danielle Brook</u> (Name of Signatory)																	
<u>Senior Vice President, Director</u> Title	<u>Michelle Campbell</u> (Name of Signatory)																	
<u>Danielle Brook</u> Name	whom are personally known to me,																	
 Signature	 (Signature of witness)																	
..... Title	<u>Jonathan Cohen</u> (Name of witness)																	
..... Name	<u>c/o Brookfield</u> (Address of witness)																	
	<u>250 Vesey St. 15th Fl</u> <u>NY NY 10281</u>																	
If space is insufficient use additional annexure sheet																		
Surveyor's Reference: 20017A REPORT																		

ePlan

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

(Sheet 1 of ⁶/~~8~~ Sheets)

Plan: **DP1240739**

Plan of Subdivision of Lot 1738 DP1236345
 covered by Subdivision Certificate No. **201301615C24**

Full name and address of the owner of
 the land:

Huntlee Pty Limited (ACN 143 744 745)
 of 34 Main Street, Ellenbrook WA 6069

PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Drainage of Water 1.5 Wide (D2)	1746 1747 1748 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760	1747-1748,1725- 1726/1236345 1748,1725-1726/1236345 1725-1726/1236345 1749 1749-1750 1749-1751 1749-1752 1749-1753 1749-1754 1749-1755 1749-1756 1749-1757 1749-1758 1749-1759
2	Restriction on the Use of Land	Each Lot in DP1240739 Except 1761	Every other Lot in DP1240739
3	Restriction on the Use of Land	Each Lot in DP1240739 Except 1761	Every other Lot in DP1240739

PART 2 (Terms)

Definitions:

For the purposes of this Section 88B instrument:

(a) **Design Guidelines** means the guidelines published on the website:
<https://www.lwppropertygroup.com.au/our-communities/hunter-valley-huntlee/building>
 and dated August 2017 Issue 3

Initials x 

Plan: **DP1240739**

Plan of Subdivision of Lot 1738 DP1236345
covered by Subdivision Certificate No. 20130161SC24

(b) **Plan** means the Plan of Subdivision to which this Instrument relates.

Terms of Restriction on the Use of Land numbered 2 in the Plan:

The owner of each burdened lot shall not:

- (a) construct or erect or externally renovate any building or structure or appendage or improvement of any kind on the burdened lot (including but not limited to outbuildings, car parking areas, structures, landscaping spaces, undercover and open storage areas, fences, walls, air-conditioning units, television, radio, satellite or other antennae) without the prior written consent of Huntlee Pty Ltd which will not be unreasonably withheld;
- (b) erect or display any sign, hoarding or advertisement of any description whatsoever on the burdened lot without the prior written consent of Huntlee Pty Ltd which will not be unreasonably withheld;
- (c) permit or authorise any part of a residence constructed on the burdened lot to be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile storage, vending or any non-residential purpose other than a business which in the opinion of Huntlee Pty Ltd is quiet and unobtrusive and which does not in any way detract from the general amenity of the burdened lot;
- (d) park, store or keep or permit to be parked, stored or kept on the burdened lot any vehicle of a commercial type which is used in the ordinary course of any business (excluding any passenger style vehicles) other than in accordance with the Design Guidelines;
- (e) conduct or permit to be conducted any repairs or restorations of any motor vehicle, boat, trailer, aircraft, or any other vehicle on the burdened lot other than wholly within a garage on the burdened lot or in an area which is screened from public view;
- (f) raise, breed or keep, permit to be raised, bred or kept any insects, reptiles, animals, livestock or poultry on the burdened lot provided that this restriction shall not operate to prevent the owner of the burdened lot from keeping no more than two (2) domestic pets on the burdened lot;
- (g) accumulate or permit to accumulate any rubbish or garbage or other waste material on the burdened lot or keep or permit the same to be kept on the burdened lot except in containers located in areas of the burdened lot which are not visible from any street adjoining the burdened lot;
- (h) construct or erect or cause or allow to be constructed or erected on the burdened lot any residential dwelling or any other building improvement, erection or thing which does not comply with the Design Guidelines;
- (i) construct or erect or cause or allow to be constructed or erected on the burdened lot any retaining wall that is visible from any public road, pathway or reserve which does not comply with the Design Guidelines;

(Sheet 3 of ⁶ Sheets)

ePlan

Plan: **DP1240739**

Plan of Subdivision of Lot 1738 DP1236345
covered by Subdivision Certificate No. 20130161SC24

- (j) remove, damage, destroy, alter or permit to fall into disrepair any retaining walls constructed by Huntlee Pty Ltd without the prior written consent of Huntlee Pty Ltd.

This Restriction on the Use of Land shall automatically expire and cease to have effect from and including the 31st day of December 2030.

Terms of Restriction on the Use of Land numbered 3 in the Plan:

No fence will be erected on any lot burdened to divide it from any adjoining land owned by Huntlee Pty Ltd without the consent of Huntlee Pty Ltd but such consent shall not be withheld if such fence is erected without expense to Huntlee Pty Ltd provided that this restriction will only apply whilst Huntlee Pty Ltd is the Registered Proprietor of any land in the plan.

Name of entity whose consent is required to release, vary or modify the easement numbered 1 in the plan

CESSNOCK CITY COUNCIL

Name of entity empowered to release, vary or modify the restrictions numbered 2 and 3 in the plan

HUNTLEE PTY LIMITED (ACN 143 744 745)

EXECUTED for and on behalf of **CESSNOCK CITY COUNCIL** by its authorised delegate pursuant to s.377 *Local Government Act 1993* being empowered to release vary or modify the easement numbered 1 in the plan in the presence of.

(Signature)

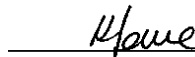


Full Name: RICHARD FORBES
(print)

Authorised Delegate

Witnessed

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



(Signature of witness)

KATHLEEN LOWE

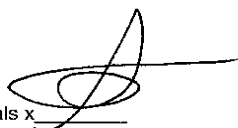
(Name of witness)

62-78 VINCENT STREET

(Address of witness)

CESSNOCK NSW 2325

Initials x



(Sheet 4 of ⁶/~~5~~ Sheets)

ePlan

Plan: **DP1240739**

Plan of Subdivision of Lot 1738 DP1236345
covered by Subdivision Certificate No. 2013 0161 SC 24

EXECUTED for and on behalf of HUNTLEE)
PTY LIMITED (ACN 143 744 745) by)
Stephen Thompson its duly appointed)
Attorney under Power of Attorney No 71)
Book 4659)



Signature of Stephen Thompson



Signature of Witness

ANDREW DAVID MCNAMARA

Full Name of Witness

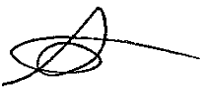
REGISTERED LAND SURVEYOR

4/9 LAMBTON ROAD

BROADMEADOW NSW 2292

Qualification and Address of Witness

Initials x



(Sheet 5 of 6 Sheets)

ePlan

Plan: **DP1240739**

Plan of Subdivision of Lot 1738 DP1236345
covered by Subdivision Certificate No. 201301615C24

EXECUTED for and on behalf of **MILTON CORPORATION LTD** (ACN 000 041 421)
in accordance with section 127 of the
Corporations Act, 2001 (Cth):

Director

Brendan John O'Dea

Name of Director [please print]

Director/Secretary

Damian Wisniewski

Name of Director/Secretary [please print]

EXECUTED for and on behalf of **SARGON CT PTY LIMITED** (ACN 106 424 088)
by its duly appointed Attorneys under
Power of Attorney No 219 Book 4753

Attorney

Attorney

Rose O'Rourke
Evan Ezra

Signature of Witness

Full Name of Witness

Poornima Marchareddi
POORNIMA MARCHAREDDI

Qualification and Address of Witness

201 Kent Street Sydney 2000
DOCUMENT CUSTODIAN

Initials x


(Sheet 6 of 6 Sheets)

ePlan

Plan: **DP1240739**

Plan of Subdivision of Lot 1738 DP1236345
covered by Subdivision Certificate No. 20130161SC24

EXECUTED for and on behalf of)
BROOKFIELD GLOBAL REAL ESTATE)
SPECIAL OPPORTUNITIES INC)
(FORMERLY LEHMAN PASS-THROUGH)
SECURITIES INC):)


Signature

Senior Vice President, Director
Title

Danielle Brady
Name [please print]


Signature

Title **Michelle Campbell**
Secretary

Name [please print]


Witnessed

Signed in my presence by;

Danielle Brady (Name of Signatory)

Michelle Campbell (Name of Signatory)

whom are personally known to me,

 (Signature of witness)

Jonathan Cohen (Name of witness)

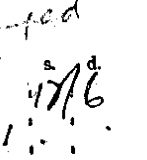
c/o Brookfield (Address of witness)
250 Vesey St, 15th Fl
NY NY 10281

REGISTERED



29/04/2019


Initials x



MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900)

C257210

(Trusts must not be used in the transfer.)

If a less estate is created, it must be in fee simple, and interline the required alteration.

b If to two or more persons, whether as joint tenants or tenants in common.

c If all the references cannot be conveniently inserted, a form of annexure (obtainable at L.T.O.) may be added. Any annexure must be signed by the parties and their signatures witnessed. These references will suffice if the whole land in the grant or certificate be transferred, if part only add "and being lot sec. D.B. being the land shown on the plan annexed to this being the residue of the land in certificate (or grant) registered Vol. Fol. Where the consent of the local council is required to a subdivision the certificate and plan mentioned in the L.G. Act, 1919, should accompany the transfer. Strike out if unnecessary. Covenants should comply with Section 88 of the Conveyancing Act, 1919-1932. Here also should be set forth any right-of-way or easement or exception. Any provision in addition to or modification of the covenants implied by the Act may also be inserted.

I, the WILLIAM DAVID MITCHELL MEREWETHER of Sydney in the State of New South Wales Barrister-at-Law and EDWARD ROBERT HICKSON MEREWETHER of Newcastle in the State aforesaid Architect (herein called transferors) being registered as the proprietors of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in consideration of FOUR HUNDRED AND NINETY-ONE POUNDS SIX SHILLINGS AND TENPENCE (£491. 6. 10) -- (the receipt whereof is hereby acknowledged) -- paid to us by FRANCIS HERBERT SIMPSON of North Rothbury in the said State Labourer AND in further consideration of the sum of SEVEN HUNDRED POUNDS (£700) paid to the said Francis Herbert Simpson by CHARLES FREDERICK DAVIS TURNER of North Rothbury aforesaid Dairy Farmer (herein called transferee) the receipt of which said sums is hereby acknowledged to hereby at the request and by the direction of the said Francis Herbert (herein called transferee) do hereby transfer to the said transferee

ALL such our Estate and Interest in ALL THE land mentioned in the schedule following:—

(c)	County.	Parish.	State if Whole or Part.	Vol.	Fol.
	NORTHUMBERLAND	Braxton	part and being Parish Portions Nos. 33, 34, 36, 37, 38, 39, 40, 41, 42, and 43, and the residue of Parish Portion No. 35 after transfer thereof of portion thereof of by Transfer No. C95913	2766	194

And the transferee covenants with the transferor see Annexure "A" hereto. This Memorandum of Transfer is subject to the exceptions reservations conditions and other clauses set out in Annexure "A" hereto.

ENCUMBRANCES, &c., REFERRED TO.*

Reservations and conditions as contained in Crown Grant of said land Subject to right of way one hundred links wide granted by abovementioned Instrument of Transfer No. C95913

Signed at Sydney the 14th day of May 1934.

Signed in my presence by the transferor William David Mitchell Merewether

WHO IS PERSONALLY KNOWN TO ME

Signed in my presence by the transferor Edward Robert Hickson Merewether who is personally known to me

Signed in my presence by the said Francis Herbert Simpson who is personally known to me

Signed in my presence by the transferee Charles Frederick Davis Turner

WHO IS PERSONALLY KNOWN TO ME

W. D. M. Merewether
Transferor.*

E. R. H. Merewether
Transferor

I direct this Transfer
F. H. Simpson
Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

C. F. D. Turner
Transferee.

If executed within the State this instrument should be signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness must appear before one of the above functionaries to make a declaration in the annexed form. As to instruments executed elsewhere, see page 2.

Repeat attestation if necessary.

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by Transferee or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

C257210

No. _____

LODGED BY

A. J. Dickson
John Sydney

CONSENT OF MORTGAGEE.

I, _____ mortgagee under Mortgage No. _____
release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at _____ this _____ day of _____ 19 _____ } Mortgagee.
Signed in my presence by _____ }
who is personally known to me. }

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.¹

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. _____ Miscellaneous Register under the authority of which he has just executed the within transfer.²

Signed at _____ the _____ day of _____ 19 _____
Signed at the place and on the date above-mentioned, in the presence of— }

FORM OF DECLARATION BY ATTESTING WITNESS.³

Appeared before me at _____, the _____ day of _____, one thousand _____
nine hundred and thirty _____ the attesting witness to this instrument,
and declared that he personally knew _____ the person
signing the same, and whose signature thereto he has attested; and that the name purporting to be such
signature of the said _____ is _____ own handwriting, and
that _____ he was of sound mind and freely and voluntarily signed the same.

¹ This form is not appropriate in cases of delegation by trustees.

² Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

³ May be made before either Registrar-General, Deputy Registrar-General, a Notary Public, J.P., or Commissioner for Affidavits. Not required if the instrument itself be made or acknowledged before one of these parties.

MEMORANDUM OF TRANSFER of
126 Acres 3 rods perches.
Various portions (see names annexed)

Shire *Kearaley*
Municipality
Parish *Cranston* County *Northumberland*

Charles Frederick Davis Lamer Transferee.

DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

Nature.	No.	Reg'd Propr., M't'gor, etc.

Particulars entered in Register Book, Vol *466* Fol *194*

10 the *21st* day of *June* 19*34*
at _____ minutes *10* o'clock in the *fore* noon.

Reg. W. A. ...
Registrar-General

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch ...	<i>[initials]</i>	<i>18.6.34</i>
Received from Records...	<i>[initials]</i>	<i>18.6.34</i>
Draft written ...	<i>[initials]</i>	<i>18.6.34</i>
Draft examined ...	<i>[initials]</i>	<i>18.6.34</i>
Diagram prepared ...	<i>[initials]</i>	<i>18.6.34</i>
Diagram examined ...	<i>[initials]</i>	<i>18.6.34</i>
Draft forwarded ...	<i>[initials]</i>	<i>18.6.34</i>
Supt. of Engrs. ...	<i>[initials]</i>	<i>18.6.34</i>
Cancellation Clerk ...	<i>[initials]</i>	<i>18.6.34</i>
VOL. <i>4632</i> FOL. <i>189</i>		
Diagram Fees ...		
Additional Folios ...		

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government corporation of such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom then before the Mayor or Chief Officer of any corporation or a Notary Public.

If resident at any foreign place, then the parties should sign or acknowledge before a British Minister, Ambassador, Envoy, Minister Chargé d'Affaires, Secretary of the Embassy or Legation, Consul-General, Consul, Vice-Consul, Acting-Consul, Pro-Consul, or Consular Agent, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

The fees are:—Lodgment fee 12/6 (includes endorsement on first certificate), and 2/6 for each additional certificate included in the Transfer, and 1/1 for every new Certificate of Title issued, unless the consideration is over £1,000, in which case the Certificate fee will be £1 5s. Additional fees, however, may be necessary in cases involving more than a simple diagram or more than six folios of engrossing.

Tenants in common must receive separate Certificates.

If part only of the land is transferred a new Certificate must issue, but the old Certificate may remain in the Office, or the Transferor may take out a new Certificate for the residue.

C257210

3

ANNEXURE "A"

EXCEPTING THEREOUT AND ALWAYS RESERVING unto the transferrors their heirs and assigns all mines veins and seams of coal and all other mines and minerals lying and being within or under the land hereby transferred (which mines veins and seams of coal and other mines and minerals are hereinafter referred to as the excepted premises) TOGETHER with full and free liberty for the transferrors their heirs and assigns and all lessees and other persons claiming or to claim under the transferrors their heirs or assigns or under any predecessor in title of the transferrors and all persons acting by the authority or permission of the transferrors their heirs or assigns or of any such lessee or other person claiming or to claim as aforesaid already given or hereafter to be given without entering on the surface of the land hereby transferred but at any time and from time to time to search for win work get raise take away and dispose of the excepted premises and also all or any other mines veins and seams of coal and other mines and minerals adjoining the excepted premises or any part thereof and with or without leaving any support to the surface of the land hereby transferred and whether such surface shall or shall not by any subsidence thereof or otherwise be depressed lowered damaged or destroyed and to make maintain and use any water courses ways and other works under the lands hereby transferred or any part thereof as the transferrors or other persons availing themselves of the powers hereby conferred shall think proper then the transferrors their heirs and assigns and such lessees and other persons as aforesaid not being in any manner liable or responsible for any depression subsidence damage or injury whatsoever which shall or may be caused or occasioned to the surface of the land hereby transferred or to any erection building engine machinery or thing of any description now being or growing or hereafter to be or grow upon the land hereby transferred by the exercise of any right hereby conferred. And it is hereby agreed and declared by the parties hereto that the land to which the benefit of the easement hereby created is appurtenant consists of the excepted premises and all mines veins and seams of coal and other mines and minerals adjoining the excepted premises and now vested in the transferrors for an estate in fee simple and that the land which is subject to the burden of the easement hereby created is the land hereby transferred

This is the annexure marked "A" referred to in the annexed Memorandum of Transfer dated the Fourteenth day of May 1954 from William David Mitchell Merewether and Edward Robert Hickson Merewether by direction of Francis Herbert Simpson to Charles Frederick Davis Turner

B.D. [Signature]
H. F. [Signature]

W. D. M. Merewether
Edw. R. Merewether
F. H. Simpson
C. F. D. Turner

4883



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Info Track
DX 578
SYDNEY

Applicants Reference
2023/4464-#116013966#

CERTIFICATE DETAILS

Certificate Number: 4880
Date of Certificate: 10/05/2023

PROPERTY DETAILS

Address: Unit 1 17 Lockwood Street NORTH
ROTHBURY NSW 2335
Title: LOT: 1753 DP: 1240739
Parcel No.: 514039

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

t 02 4993 4100 f 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au w: www.cessnock.nsw.gov.au
ABN 60 919 148 928



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

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

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

Cessnock Local Environmental Plan 2011

Development Control Plans

Cessnock Development Control Plan 2010



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
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Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

- (2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:
- (3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

[DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX \(in force from 1 October 2023\)](#)

[DRAFT SEPP _ BASIX Higher Standards – Exhibition 17 November 2021 to 28 February 2022](#)

[DRAFT SEPP _ Infrastructure and Education \(Amendments\) – Exhibition 15 December 2021 to 11 February 2022](#)

[DRAFT SEPP _ Infrastructure \(amendments\)](#)

[Amendment _ Changes to Landscape Rehydration Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022](#)

[Amendment _ Electricity generating works or solar energy systems – Exhibition 16 August 2021 to 13 September 2021](#)

[Amendment _ Telecommunications and other communication facilities – Exhibition 16 August 2021 to 13 September 2021](#)

[DRAFT SEPP _ Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022](#)

[DRAFT SEPP _ Planning Amendments for Agriculture \(Agri - tourism\) – Exhibition 9 March 2021 to 19 April 2021](#)

[DRAFT SEPP _ Fun – Exhibition 29 October 2021 to 30 November 2021](#)

[DRAFT SEPP _ Housing SEPP EIE Amendments 22 November 2022 to 19 December 2022](#)

Draft Planning Proposal for Local Environmental Plan

[DRAFT Planning Proposal 18/2020/3/1_ Proposal to implement the changes to the Special Purposes\(SPx\)zones. Public Exhibition _ 2 February 2023 _ 2 March 2023.](#)

[DRAFT Planning Proposal 18/2022/2/1_ Proposal to implement the changes to the Comprehensive Rural Zones review. Public Exhibition _ 14 September 2022 _ 26 October 2022.](#)

[Draft Planning Proposal _ Cessnock City Council Various Administrative Amendments 2021 _ Public exhibition 30-11-2022 - 18-01-2022](#)

[DRAFT Planning Proposal _ Comprehensive LEP Review _ Environment Zones _ Land Use Table _ Public exhibition _ 31-08-2022 _ 26-10-2022](#)

Draft Development Control Plan

No draft development control plans apply to the land.

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

(4) **In this section –**

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

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

(a) the identity of the zone, whether by reference to –

- (i) a name, such as “Residential Zone” or “Heritage Area”, or
- (ii) a number, such as “Zone No 2 (a)”,
R1 General Residential under the Cessnock Local Environmental Plan 2011.

(b) the purposes for which development in the zone –

- (i) may be carried out without development consent, and
- (ii) may not be carried out except with development consent, and
- (iii) is prohibited,
R1 General Residential

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations;



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
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ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

- (c) whether additional permitted uses apply to the land,
No
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.
- (f) whether the land is in a conservation area, however described,
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.
- (g) whether an item of environmental heritage, however described, is located on the land.
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

DRAFT Huntlee Planning Agreement _ Deed of Variation 3 (DOV3) _ 58/2015/1

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.
No

4. Complying development

- (1) Complying development may be carried out on the land under each of the following codes for complying development, to the extent stated, 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.

The following Complying Development Codes may allow complying development to be carried out on land in the following land uses zones

PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

- Complying Development under (Part 4) **Housing Alterations Code** may be carried out on land within any zone.
 - Complying Development under (Part 4A) **General Development Code** may be carried out on land within any zone.
 - Complying Development under (Part 5) **Industrial and Business Alterations Code** may be carried out on land within any zone.
 - Complying Development under the (Part 6) **Subdivisions Code** may be carried out on land within any zone.
 - Complying Development under the (Part 7) **Demolition Code** may be carried out on land within any zone.
 - Complying Development under the (Part 8) **Fire Safety Code** may be carried out on land within any zone.
- (2) Complying development may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated under 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*.

Housing Code	Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Rural housing code	Complying Development MAY NOT be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may be carried out on the land under the Greenfield Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

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General Development Code (transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

PLANNING CERTIFICATE

**ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021**

5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.

The exempt development may be carried out on the land under the following exempt development codes:

- Division 1: General Code
- Division 2: Advertising and Signage Code
- Division 3: Temporary Uses and Structures Code
- Division 4: Special Provisions _ COVID 19

- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development must not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development must not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
Schedule 4 _ Land excluded from the General Exempt Development Code	Exempt Development must not be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development must not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

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- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

6. Affected building notices and building product rectification orders

- (1) Whether the Council is aware that –
- (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) 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*.

There is not an affected building notice, as defined by the Building Product(Safety)Act 2017,in force in respect to the land.

There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

7. Land reserved for acquisition

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Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

- (a) the *Roads Act 1993*, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

9. Flood related development controls

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

No

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

No

- (3) In this section –

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website
[Flood Certificate and Flood Data Application Form](#)

Note: Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report



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- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

10. Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

Landslip

No

Bushfire

No

Tidal Inundation

No

Subsidence

No

Acid Sulphate Soils

No

Contamination

Yes

Note:

Council has adopted by resolution a policy on contaminated land which may restrict the development of the land to which this certificate relates. This policy is implemented when zoning or land use changes are proposed on lands which:

- are considered to be contaminated; or
- which have previously been used for certain purposes; or
- which have previously been used for certain purposes but Council's records do not have sufficient information about previous use of the land to determine whether the land is contaminated; or
- have been remediated for a specific use.

Consideration of Council's adopted policy and the application of provisions under relevant State legislation is warranted.

Aircraft Noise

No

Salinity

No

Coastal Hazards



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No

Sea Level Rise

No

Any Other Risk (other than flooding)

No

(2) 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

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Loose-fill asbestos insulation

If the land includes residential premises, within the meaning of the *Home Building Act 1989* (Part 8, Division 1A), that are listed on the Register kept under that Division, a statement to that effect.

No

13. Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No

14. Paper subdivision information

- (1) The name of a development plan adopted by a relevant authority that –
 - (a) applies to the land, or
 - (b) is proposed to be subject to a ballot.

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There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

- (2) The date of a subdivision order that applies to the land.

There is no subdivision order that applies to the land

- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property vegetation plans

The land is not land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

16. Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

17. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

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

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, but only if the council has been notified of the order.

No

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

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

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No, the land is not subject to annual charges under the Local Government Act 1993, section 496B, for coastal protection services.

(2) In this section –

existing coastal protection works has the same meaning as in the Local Government Act 1993, section 553B.

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 1 January 2011.

20. Western Sydney Aerotropolis

The State Environmental Planning Policy (Precincts—Western Parkland City) 2021 does not apply to land within the Cessnock local government area.

21. Development consent conditions for seniors housing

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

No

22. Site compatibility certificates and development consent conditions for affordable rental housing

(1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.

(2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, Clause 17(1) or 38(1).

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



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In this section, former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

No

- (4) In this section –

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

Additional Matters

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

- (a) The land or part of the land is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (b) The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (d) The land is not the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (e) The land is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 (if a copy of such a statement has been provided at any time) to the local authority issuing the certificate.

For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.

Peter Mickleson
Director Planning and Environment



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Info Track
DX 578
SYDNEY

Applicants Reference
2023/4464-#131218996#

CERTIFICATE DETAILS

Certificate Number: 369
Date of Certificate: 20/02/2024

PROPERTY DETAILS

Address: Unit 1 17 Lockwood Street NORTH
ROTHBURY NSW 2335
Title: LOT: 1753 DP: 1240739
Parcel No.: 514039

BACKGROUND INFORMATION

This certificate provides information on how the relevant parcel of land may be developed, including the planning restrictions that apply to development of the land, as at the date the certificate is issued. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government. The details contained in this certificate are limited to that required by Section 10.7 of the *Environmental Planning and Assessment Act, 1979*.

t 02 4993 4100 f 02 4993 2500
p: PO Box 152 Cessnock NSW 2325
e: council@cessnock.nsw.gov.au w: www.cessnock.nsw.gov.au
ABN 60 919 148 928

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1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

State Environmental Planning Policy (Sustainable Buildings) 2022_ relevant to zones _ RU4, RU5, RE1, RE2, E1, E2, E3, E4, MU1, C4, SP1, SP2 & SP3

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

The chapters listed above are those that are applicable to the whole LGA. Please note that other chapters of the state environmental planning policies may apply to particular parcels of land in the LGA.

Local Environmental Plans

Cessnock Local Environmental Plan 2011



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Development Control Plans

[Cessnock Development Control Plan 2010](#)

Note: Detailed information on the local environmental plans and State Environmental Planning Policies that are listed in this certificate are available at NSW Legislation – in force website.

- (2) The name of each proposed environmental planning instruments and draft development control plan, which is or has been subject to community consultation or public exhibition under the Environmental Planning and Assessment Act 1979, that will apply to the carrying out of development on the land and:
- (3) Council has been notified that the following Draft State Environmental Planning Policy was placed on public exhibition and may affect land use planning and development in Cessnock:

Draft State Environmental Planning Policies

[DRAFT SEPP _ New Sustainable Buildings Incorporating BASIX \(in force from 1 October 2023\)](#)

[DRAFT SEPP _ BASIX Higher Standards – Exhibition 17 November 2021 to 28 February 2022](#)

[DRAFT SEPP _ Infrastructure and Education \(Amendments\) – Exhibition 15 December 2021 to 11 February 2022](#)

[DRAFT SEPP _ Infrastructure \(amendments\)](#)

[Amendment _ Changes to Landscape Rehydration Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022](#)

[Amendment _ Electricity generating works or solar energy systems – Exhibition 16 August 2021 to 13 September 2021](#)

[Amendment _ Telecommunications and other communication facilities – Exhibition 16 August 2021 to 13 September 2021](#)

[DRAFT SEPP _ Infrastructure Planning Rules – Exhibition 20 December 2021 to 28 February 2022](#)

[DRAFT SEPP _ Planning Amendments for Agriculture \(Agri - tourism\) – Exhibition 9 March 2021 to 19 April 2021](#)

[DRAFT SEPP _ Fun – Exhibition 29 October 2021 to 30 November 2021](#)

[DRAFT SEPP _ Housing EIE Amendments _ Exhibition 22 November 2022 to 19 December 2022](#)

[DRAFT SEPP _ The Design and Place _ Exhibition 10 December 2021 to 27 February 2022](#)

Draft Planning Proposal for Local Environmental Plan

[DRAFT Planning Proposal _ 18-2020-3-1_ Proposal to implement the changes to the Special Purposes\(SPx\)zones _ Public Exhibition _ 02-02-2023 _ 02-03-2023.](#)

[DRAFT Planning Proposal _ 18-2022-2-1_ Proposal to implement the changes to the Comprehensive Rural Zones review. Public Exhibition _ 14-09-2022 _ 2-10-2022](#)

[Draft Planning Proposal _ Cessnock City Council Various Administrative Amendments 2021 _ Public exhibition 30-11-2022 - 18-01-2022](#)

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DRAFT Planning Proposal _ Comprehensive LEP Review _ Environment Zones _ Land Use Table _ 18-2023-5-1 _ Public exhibition _ 31-08-2022 _ 26-10-2022 _ PP2021-7357

DRAFT Planning Proposal _ Administrative Amendment 2020 _ Public exhibition _ 31/11/2021 _ 18/01/2022 _ PP_2021-3922

DRAFT Planning Proposal _ Comprehensive LEP Review _ Amending Rural Zone Land Uses, Local Objectives and Mapping Anomalies _ 18-2022-2-1 _ Public exhibition _ 14-9-2022 _ 26-10-2022

DRAFT Planning Proposal _ Environmental Lands _ 18 2021 6 1 _ Public exhibition _ 31-08-2022 _ 26-10-2022

Draft Development Control Plan

Draft DCP _ The Vintage _ 57/2020/2/1 _ Public Exhibition _ 30/08/2021 _ 20/09/2021

Draft DCP _ Building Line Policy _ 57/2021/1/1 _ Public Exhibition _ 12/01/2021 _ 10/02/2021

Draft DCP _ Urban Places, Urban Forest Policy and Street Tree Policy _ Public Exhibition _ 22/03/2021 _ 26/04/2021 _ 57/2020/1/1

DRAFT DCP _ Vegetation Chapter _ Public exhibition _ 03/06/2021 _ 30/06/2021 _ 57/2020/2/1

Draft DCP _ Administrative and Legislative Context (replacing Part A Introduction) and E1 Centres (replacing E16 Commercial Precinct and E19 Branxton Town Centre relating to developments in E1 Local Centre, E2 Commercial Centre and MU1 Mixed Use zones) _ 57/2020/2/1 _ Public Exhibition _ 13/09/2023 _ 12/10/2023

(4) In this section –

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

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

(a) the identity of the zone, whether by reference to –

- (i) a name, such as “Residential Zone” or “Heritage Area”, or
- (ii) a number, such as “Zone No 2 (a)”,

R1 General Residential under the Cessnock Local Environmental Plan 2011

(b) the purposes for which development in the zone –

- (i) may be carried out without development consent, and
- (ii) may not be carried out except with development consent, and

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(iii) is prohibited,

R1 General Residential

2 Permitted without consent

Environmental protection works; Home occupations

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Food and drink premises; Group homes; Home industries; Hostels; Kiosks; Markets; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Semi-detached dwellings; Seniors housing; Serviced apartments; Shop top housing; Tank-based aquaculture; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Car parks; Caravan parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Function centres; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (major); Registered clubs; Research stations; Restricted premises; Rural industries; Rural workers' dwellings; Service stations; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Veterinary hospitals; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

(c) whether additional permitted uses apply to the land,
No

(d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No

(e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.

(f) whether the land is in a conservation area, however described,
The land is not a conservation area under the Cessnock Local Environmental Plan 2011.



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- (g) whether an item of environmental heritage, however described, is located on the land.
An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.
Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

DRAFT Huntlee Planning Agreement _ Deed of Variation 3 (DOV3) _ 58/2015/1

Housing and Productivity Contributions

- (2) If the land is in a special contributions area under the Act, Division 7.1, the name of the area.
No

4. Complying development

- (1) Complying development may be carried out on the land under each of the following codes for complying development, to the extent stated, 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.

The following Complying Development Codes may allow complying development to be carried out on land in the following land uses zones

- Complying Development under (Part 4) **Housing Alterations Code** may be carried out on land within any zone.
- Complying Development under (Part 4A) **General Development Code** may be carried out on land within any zone.
- Complying Development under (Part 5) **Industrial and Business Alterations Code** may be carried out on land within any zone.
- Complying Development under the (Part 6) **Subdivisions Code** may be carried out on land within any zone.
- Complying Development under the (Part 7) **Demolition Code** may be carried out on land within any zone.
- Complying Development under the (Part 8) **Fire Safety Code** may be carried out on land within any zone.

- (2) Complying development may not be carried out on the land under each of the following codes for complying development, to the extent and for the reasons stated under clauses 1.17A (1) (c)

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to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code	Complying Development may be carried out on the land under the Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Rural housing code	Complying Development may not be carried out under the Rural Housing Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Low Rise Housing Diversity Code	Complying Development may be carried out on the land under the Low Rise Housing Diversity Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may be carried out on the land under the Greenfield Housing Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Housing Alterations Code	Complying Development may be carried out on the land under the Housing Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
General Development Code (transitional development under former General Housing Code and related provisions)	Complying Development may be carried out on the land under the General Development Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Alterations Code	Complying Development may be carried out on the land under the Industrial and Business Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Industrial and Business Buildings Code	Complying Development may not be carried out under the Industrial and Business Buildings Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Container Recycling Facilities Code	Complying Development may not be carried out under the Container Recycling Facilities Code as

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	the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.
Subdivisions Code	Complying Development may be carried out on the land under the Subdivision Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Demolition Code	Complying Development may be carried out on the land under the Demolition Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Fire Safety Code	Complying Development may be carried out on the land under the Fire Safety Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Agritourism and Farm Stay Accommodation Code	Complying Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under State Environmental Policy (Exempt and Complying Development Codes) 2008, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.

The exempt development may be carried out on the land under the following exempt development codes:

- Division 1: General Code
- Division 2: Advertising and Signage Code
- Division 3: Temporary Uses and Structures Code
- Division 4: Special Provisions _ COVID 19

- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development must not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity
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PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

	Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development must not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development must not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act 1977, or that is subject to an interim heritage order under that Act
Schedule 4 _ Land excluded from the General Exempt Development Code	Exempt Development must not be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development must not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Exempt Development may not be carried out on the land under the Agritourism and Farm Stay Accommodation Code as the subject land falls within a Local Environmental Plan zone that does not meet the requirements of the code.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

Note: Despite any references above advising that Exempt Development may be undertaken on the land, certain Exempt Development may be precluded from occurring on the land due to requirements contained in the remainder of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008. It is necessary to review the State Environmental Planning Policy in detail to ensure that specific types of exempt development may be undertaken on the land.

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

There are no variations to the exempt development codes within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 that apply in the Cessnock local government area.

6. Affected building notices and building product rectification orders



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

- (1) Whether the Council is aware that –
- (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) 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*.

There is not an affected building notice, as defined by the Building Product (Safety) Act 2017, in force in respect to the land.

There is not an outstanding building product rectification order, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.

A notice of intent to make a building product rectification order, as defined by the Building Products(Safety) Act 2017, has not been served in respect to the land.

7. Land reserved for acquisition

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

No

8. Road widening and road realignment

Whether the land is affected by road widening or road realignment under –

- (a) the *Roads Act 1993*, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council.

The land is not affected by a road widening or road realignment proposal under:

- (a) Division 2 of Part 3 of the *Roads Act 1993*, or
- (b) any environmental planning instrument, or
- (c) any resolution of the council.

9. Flood related development controls



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

No

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

No

- (3) In this section –

flood planning area has the same meaning as in the Floodplain Development 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 Floodplain Development Manual.

Details relating to flood risk and flood planning levels are provided on a flood certificate and flood data application form. See Cessnock City Council's website

[Flood Certificate and Flood Data Application Form](#)

Note:

Flood Studies

- Cessnock Citywide Flood Study
- Branxton Flood Level Review WMA Water Final Report
- Floodplain Risk Management Study and Plan Report Cessnock City (Black Creek)
- Hunter River Branxton to Green Rocks Flood Study Final Report
- Wallis and Swamp Creek Flood Study Final Report Volume 1
- Wallis and Swamp Creek Flood Study Final Report Volume 2
- Wollombi Floodplain Risk Management Study & Plan
- Greta Flood Study
- Swamp/Fishery Creek Floodplain Risk Management Study - Final Report

10. Council and other public authority policies on hazard risk restrictions

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of:

Landslip

No

Bushfire

No

Tidal Inundation

No

Subsidence

No



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Acid Sulphate Soils

No

Contamination

Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

Note:

Council has adopted a policy for managing contaminated land. This may restrict development of identified contaminated or potentially contaminated land and is implemented when zoning, development or land use changes are proposed. Consideration of Council's adopted policy and section C5 of the Cessnock Development Control Plan along with the provisions of State Environmental Planning Policy (Resilience and Hazards) 2021 is required when changes or development is proposed.

Aircraft Noise

No

Salinity

No

Coastal Hazards

No

Sea Level Rise

No

Any Other Risk (other than flooding)

No

(2) 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

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land.
- (2) If none of the land is bush fire prone land, a statement to that effect.

None of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. Loose-fill asbestos insulation



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

If the land includes residential premises, within the meaning of the *Home Building Act 1989* (Part 8, Division 1A), that are listed on the Register kept under that Division, a statement to that effect.

No

13. Mine subsidence

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No

14. Paper subdivision information

(1) The name of a development plan adopted by a relevant authority that –

(a) applies to the land, or

(b) is proposed to be subject to a ballot.

There is no development plan adopted by a relevant authority that applies to the land of that is proposed to be subject to a consent ballot.

(2) The date of a subdivision order that applies to the land.

There is no subdivision order that applies to the land

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. Property vegetation plans

The land is not land to which a property vegetation plan approved under Part 4 of the *Native Vegetation Act 2003* (and that continues in force) applies, only insofar as the Council has been notified of the existence of the plan by the person or body that approved the plan under the Act.

16. Biodiversity stewardship sites

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*, but only insofar as the Council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

17. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.



PLANNING CERTIFICATE

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ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
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ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

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

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

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, but only if the council has been notified of the order.

No

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

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

No, the land is not subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services.

(2) In this section –

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note –

Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groyne and beach nourishment, that existed before 1 January 2011.

20. Western Sydney Aerotropolis

The *State Environmental Planning Policy (Precincts—Western Parkland City) 2021* does not apply to land within the Cessnock local government area.

21. Development consent conditions for seniors housing

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

No

22. Site compatibility certificates and development consent conditions for affordable rental housing



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

- (1) Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land and, if there is a certificate –

- (a) the period for which the certificate is current, and
- (b) that a copy may be obtained from the Department.

There is not a valid current or former site compatibility verification certificate for affordable rental housing on the land.

- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).

No, Council is not aware of a condition of a development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, Clause 17(1) or 38(1).

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

In this section, former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

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

No

- (4) In this section –

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



PLANNING CERTIFICATE

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and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2021

Additional Matters

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

- (a) The land or part of the land is not significantly contaminated land within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (b) The land is not subject to a management order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (c) The land is not the subject of an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (d) The land is not the subject of an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997 at the date this certificate is issued.
- (e) The land is not the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997 (if a copy of such a statement has been provided at any time) to the local authority issuing the certificate.

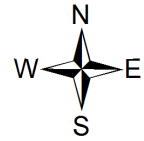
For further information, please contact Council's Assistant Strategic Planner on 02 4993 4100.

Peter Chrystal
Director Planning and Environment



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446
SERVICE LOCATION PLAN
PROPERTY IS SERVICED BY A
PRIVATE NETWORK OPERATOR
Enquiries: 1300 657 657



InfoTrack

17 LOCKWOOD

NORTH ROTHBURY NSW

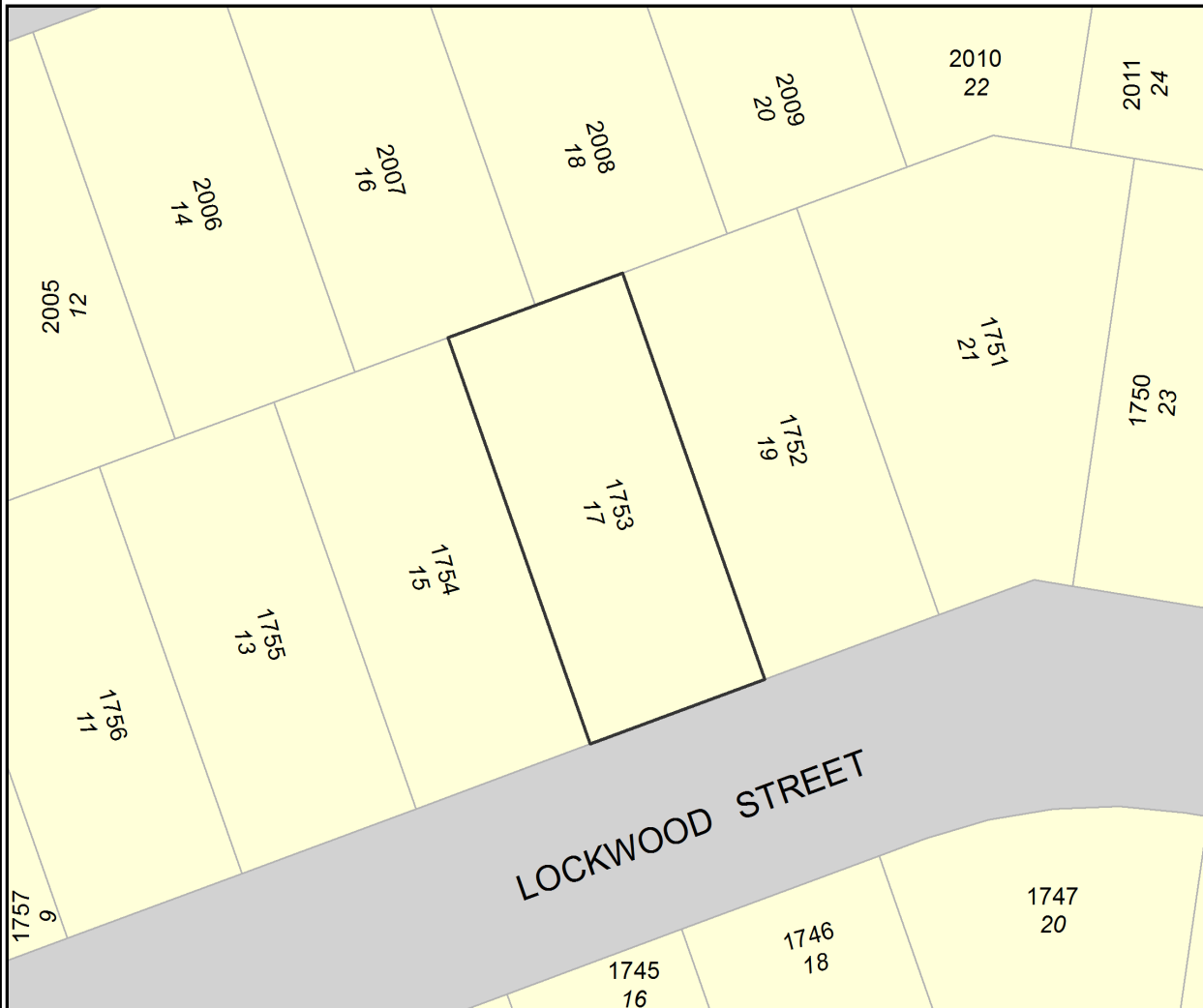
APPLICATION NO.: 1995393

APPLICANT REF: M 2023/4464

RATEABLE PREMISE NO.: 2218899973

PROPERTY ADDRESS: 17 LOCKWOOD ST NORTH ROTHBURY 2335

LOT/SECTION/DP:SP: 1753// 1240739



SEWER POSITION APPROXIMATE ONLY.
SUBJECT PROPERTY BOLD.
ALL MEASUREMENTS ARE METRIC.

IF THE ABOVE DIAGRAM SHOWS A HUNTER WATER CORPORATION ASSET LOCATED WITHIN THE PROPERTY, YOUR ATTENTION IS DRAWN TO SECTION 25 OF THE HUNTER WATER ACT 1991 (NSW). ANY DEVELOPMENT LIKELY TO IMPACT THESE ASSETS REQUIRES PRIOR APPROVAL FROM HUNTER WATER CORPORATION AND SPECIAL PROTECTION WORKS MAY BE REQUIRED. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:
HUNTER WATER CORPORATION SERVICES MAY RUN THROUGH OR NEAR THE PROPERTY. THE PROPERTY IS NOT CONNECTED TO THOSE SERVICES.

INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.

Date: 8/05/2023

Scale: at A4 1:500

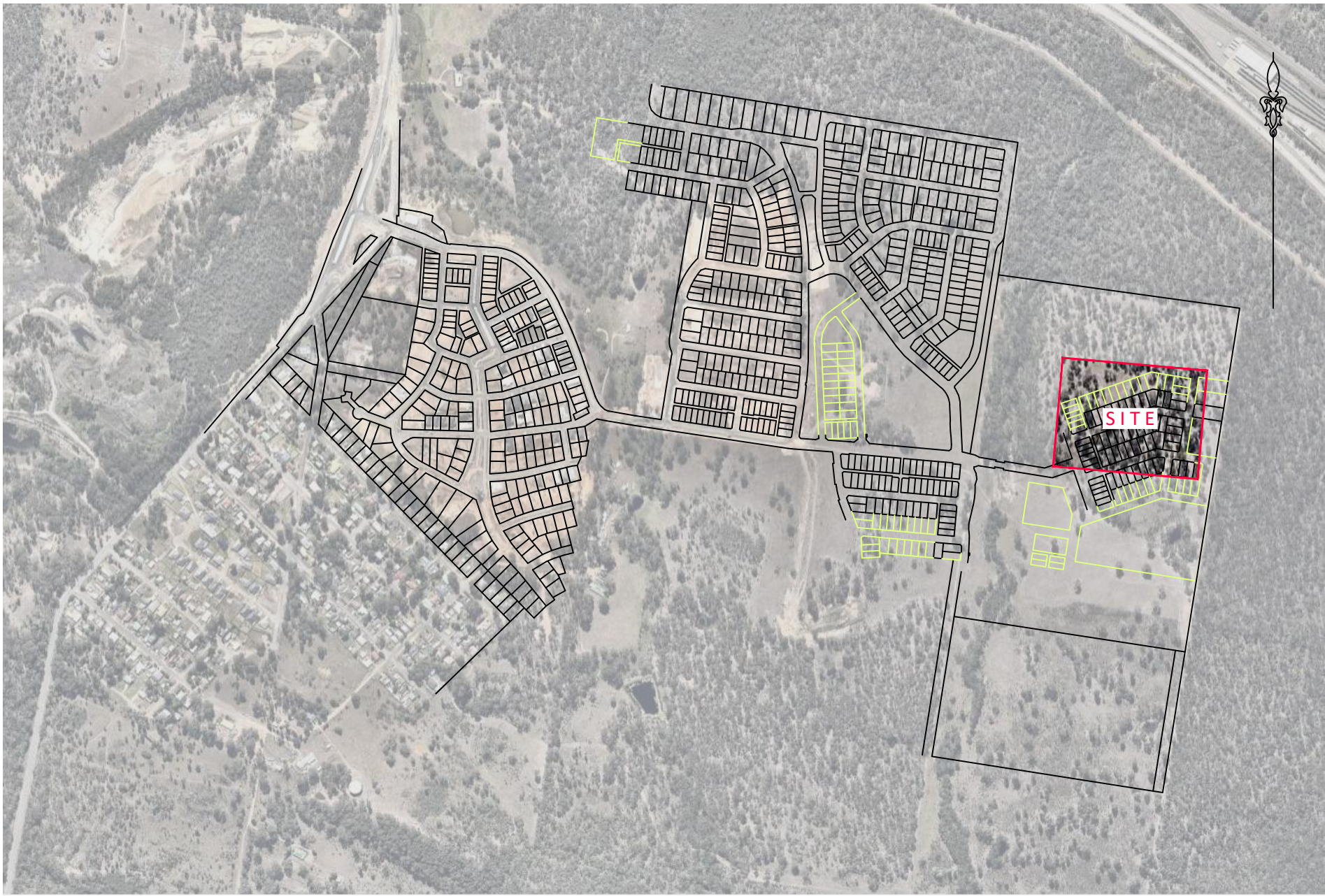
CADASTRAL DATA © LPI OF NSW
CONTOUR DATA © AAMHatch
© Department of Planning

SEWER/WATER/RECYCLED WATER
UTILITY DATA
© HUNTER WATER CORPORATION

HUNTLEE - PRECINCT 2

PRESSURE SEWER, POTABLE WATER & RECYCLED WATER

STAGE 17A



LOCALITY PLAN
(NOT TO SCALE)

DRAWING LIST	
SHEET 1	COVER SHEET
SHEET 2	GENERAL NOTES
SHEET 3	PRESSURE SEWER DETAIL PLAN
SHEET 4	COLLECTION TANK LEVEL DETAILS
SHEET 5	POTABLE WATER DETAIL PLAN
SHEET 6	RECYCLED WATER DETAIL PLAN

04	WORK-AS-CONSTRUCTED	D.S.	4/3/19
03	PW MAIN SIZE UPDATED AS PER MASTERPLAN	K.G.	27/8/18
02	DESIGN REVISED & TANK DETAILS UPDATED	K.G.	27/7/18
01	ORIGINAL ISSUE	K.G.	
No.	REVISION DESCRIPTION	BY	DATE

SERVICE	DATE	REF.	WORK-AS-CONSTRUCTED CERTIFICATION	ROSE ATKINS RIMMER (Infrastructure) Pty. Ltd.	CLIENT	TITLE	COVER SHEET				SHEET 1 OF 6	VERSION
			DEVELOPER: LWP PROPERTY GROUP PROJECT SUPERVISOR: ROSE ATKINS RIMMER (INFRASTRUCTURE) Pty. Ltd. CONSTRUCTOR: KCE Pty. Ltd. COMPLETED: W.A.C. PREPARED: 4/3/2019	RAR WATER RELATED INFRASTRUCTURE DESIGN AND MANAGEMENT 142 SUNNYHOLT ROAD, BLACKTOWN P.O. BOX 6745, BLACKTOWN N.S.W. 2148 PH: (02) 9853 0200 FAX: (02) 9671 7399	LWP Huntlee + Water bringing communities to life	PLAN OF PROPOSED WATER INFRASTRUCTURE SERVICES HUNTLEE DEVELOPMENT - PRECINCT 2 [STAGE 17A] WINE COUNTRY DRIVE, NORTH ROTHBURY L.G.A. CESSNOCK	DRAWN: K.GAO SCALE: -	DESIGNED: K.GAO DATE: -	REVIEWED: V.VIKSNE DATE OF ISSUE: -	VERIFIED: D.SHEATHER DATE OF ISSUE: 4/3/2019	39/23357/17A	WAC

SEWER NOTES

1. ALL WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN DRAWINGS, FLOW SYSTEMS SUPPLEMENTARY MANUAL TO W.S.A.A., PRESSURE SEWERAGE CODE OF AUSTRALIA WSA 07-2007 VERSION 1.1 & POLYETHYLENE PIPELINE CODE WSA 01-2004.
2. ALL EQUIPMENT, MATERIALS & ACCESSORIES USED IN THIS CONTRACT SHALL BE NEW & SHALL COMPLY WITH FLOW SYSTEMS REQUIREMENTS. BUTT FUSION FITTINGS DENOTED HEREWITH HAVE BEEN DERIVED FROM THE GEORG FISCHER PIPING SYSTEMS BUTT FUSION PRODUCT RANGE. ELECTROFUSION FITTINGS DENOTED HEREWITH HAVE BEEN DERIVED FROM THE PLASSON 'POLYETHYLENE PIPING SYSTEMS' PRODUCT RANGE.
3. ALL SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH & SITE CHECK OF ALL EXISTING SERVICES WILL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORKS. THE CONSTRUCTOR IS TO DETERMINE LEVELS & LOCATIONS EXISTING SERVICES IN THE VICINITY OF THE CONSTRUCTION SITE AND ANY CONSTRUCTED STRUCTURES FOR PROPOSED SERVICES, SUCH AS DUCTING FOR WATER OR ELECTRICITY WITHIN THE SUBDIVISION. THE CONTRACTOR MUST ENSURE ALL SERVICES ARE LOCATED BY THE RELEVANT AUTHORITY PRIOR TO COMMENCEMENT OF WORKS.
4. PRESSURE SEWER MAINS SHALL BE BLACK POLYETHYLENE (PE100 PN16) WITH A CREAM STRIPE AS PER WSA 07-2007 & FLOW SYSTEMS SUPPLEMENTARY MANUAL TO W.S.A.A.
5. ALL POLYETHYLENE MAINS ≤DN200 SHALL BE JOINED BY ELECTROFUSION TECHNIQUES IN ACCORDANCE WITH THE MANUFACTURERS REQUIREMENTS. ALL POLYETHYLENE MAINS >DN200 SHALL BE JOINED BY BUTTWELD TECHNIQUES IN ACCORDANCE WITH THE MANUFACTURERS REQUIREMENTS
6. MAIN TO BE LAID GENERALLY AS INDICATED IN SERVICE ALLOCATION DIAGRAMS. INSTRUCTION NOTES SHALL TAKE PRECEDENCE OVER DIAGRAMS WHERE PROVIDED. 600mm HORIZONTAL CLEARANCE TO BE MAINTAINED BETWEEN ALL SEWER & WATER MAINS. MINIMUM PIPE COVER SHALL BE 800mm IN FOOTWAYS & 1.0m FOR ROADWAYS. MAXIMUM PIPE COVER SHALL GENERALLY BE 15m. WHERE COVER FOR A TRENCHED INSTALLATION EXCEEDS 15m, BUT LESS THAN 2.5m, THE MAIN AS A MINIMUM SHALL BE EMBEDDED IN STABILISED SAND. THE CONTRACTOR SHALL ENSURE THAT ALL PRESSURE SEWER & RECYCLED WATER MAINS HAVE SUFFICIENT VERTICAL SEPARATION AS PER THE CLEARANCE TABLE ADJACENT.
7. MAINS CROSSING UNDER EXISTING DRIVEWAYS (SEALED, PAVED OR DECORATIVE) SHALL BE CONDUCTED BY UNDER BORING ONLY UNLESS PERMISSION IS GRANTED BY THE AFFECTED PROPERTY OWNER.
8. MAINS WITHIN 2m OF ELECTRICITY OR POWER POLES SHALL BE CONDUCTED BY BORING TECHNOLOGY (UNLESS AGREED TO BY THE HUNTLEE WATER REPRESENTATIVE).
9. ALL PIPE BEDDING MATERIAL SHALL COMPLY WITH WSA A PRODUCT SPECIFICATION WSA-PS350 & WSA-PS351.
10. ALL BENDS SHALL BE ELECTROFUSION OR BUTTWELD SWEEP BENDS. FABRICATED BENDS SHALL NOT BE USED IN LIEU. KNUCKLE ELBOWS ARE NOT PERMITTED.
11. MINIMUM BENDING RADIUS FOR PN16 PE100 (SDR11) SHALL BE 20 x DN (ie. DN400:R8.0m, DN250:R5.0m, DN200: R4.0m, DN160:R3.2m, DN125:R2.5m, DN90:R1.8m, DN75:R1.5m, DN63:R1.3m, DN50: R1.0m, DN40: R0.8m
12. ALL HOUSE SERVICE LATERALS SHALL BE DN40 (PE100 PN16) .
13. FLUSHING PITS SHALL CONFORM WITH FLOW SYSTEMS STANDARD DRAWINGS. REFER TO FLOW SYSTEMS WEBSITE FOR CURRENT VERSION. SMALL MAINS (<DN110) http://flowsystems.com.au/governance/Land_Housing/PSS-1017A-FS.pdf LARGE MAINS (>DN110) http://flowsystems.com.au/governance/Land_Housing/PSS-1017B-FS.pdf
14. LOCALISED DEEPENING OF MAINS MAY BE REQUIRED TO FACILITATE AIR VALVE INSTALLATION. THE CONTRACTOR SHALL ENSURE THAT THE AIR VALVE OFFTAKE IS LOCATED AT A HIGH POINT (NATURAL OR ARTIFICIAL) IN THE MAIN (i.e. MAIN SHALL GRADE DOWNWARDS EITHER SIDE OF THE AIR VALVE).
15. DETECTABLE MARKING TAPE SHALL BE LAID ON TOP OF THE PIPE EMBEDMENT MATERIAL BEFORE BACKFILLING & CONNECTED TO SURFACE VALVES.
16. ALL SURFACE FITTINGS LOCATED IN TRAFFICABLE AREAS (ie ROADWAYS, PATHS etc) SHALL HAVE HEAVY DUTY SURROUNDS INSTALLED.
17. DURING CONSTRUCTION, ALL OPEN ENDS OF PIPE SHALL BE CAPPED OFF TO PREVENT ENTRY OF FOREIGN MATTER.
18. ALL VALVES SHALL BE RESILIENT SEATED SLUICE VALVES (CLOCKWISE CLOSING), SHALL BE RESTRAINED IN ACCORDANCE WITH WAT-1207 & SHALL COMPLY WITH FLOW SYSTEMS STANDARD DRAWING PSS-1015-FS.
19. ALL MAINS SHALL BE TESTED IN ACCORDANCE WITH WSA 07-2007 Version 1.1.
20. FOR LOTS WITH TANKS IN THE REAR: 1 x 25mm INSTRUMENTATION CONDUIT (ORANGE) AND 1 x 25mm ELECTRICAL CONDUIT (ORANGE) (WITH DRAW WIRES) SHALL BE INSTALLED FROM THE COLLECTION TANK TO WATER METERS. THE CONDUITS SHALL BE LAID IN A COMMON TRENCH WITH THE SEWERAGE AND MAINTAIN A MINIMUM HORIZONTAL CLEARANCE OF 400mm. (REFER TO FLOW SYSTEMS STANDARD DRAWINGS FOR SETOUT DIMENSIONS).
21. THE CONSTRUCTOR SHALL PROVIDE HUNTLEE WATER WITH MINIMUM OF 7 DAYS NOTICE IN WRITING OF INTENT TO CONNECT NEW MAINS TO EXISTING INFRASTRUCTURE. CONNECTIONS ARE NOT PERMITTED UNTIL COMPLIANT TEST RESULTS HAVE BEEN PROVIDED & CONFIRMATION IS PROVIDED BY THE HUNTLEE WATER REPRESENTATIVE.
22. UPON COMPLETION OF WORKS, ALL SURFACES MUST BE RESTORED AS CLOSE AS POSSIBLE, TO THE CONDITION THAT EXISTED PRIOR TO COMMENCEMENT OF WORK.
23. PERMISSION OF ENTRY MUST BE OBTAINED BY THE CONTRACTOR FROM THE OWNER/OCCUPIER PRIOR TO COMMENCEMENT OF WORK IN PRIVATE PROPERTY.
24. BURIED FITTINGS ARE NOT TO BE BACKFILLED UNTIL W.A.C. DETAILS HAVE BEEN OBTAINED & APPROVAL FOR BACKFILLING GIVEN BY THE HUNTLEE WATER REPRESENTATIVE. THE CONTRACTOR SHALL PROVIDE M.G.A. COORDINATED WORK-AS-CONSTRUCTED INFORMATION REGARDING THE INSTALLATION OF ALL BURIED FITTINGS.
25. THE MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY THE PRESSURE SEWER CODE OF AUSTRALIA (CLAUSE 213.4) ARE:
TRAFFICABLE:
PIPE EMBEDMENT ZONE: NIL TRENCH FILL ZONE: 1 TEST / CROSSING (NIL)
NON-TRAFFICABLE:
PIPE EMBEDMENT ZONE: NIL TRENCH FILL ZONE: 1 TEST / 100m (2 Tests)
26. BOUNDARY KITS (COMPLETE) SHALL BE NOV SUPPLIED (NOV PSS-BK4). NOV 900L COLLECTION TANK (PSS-VMS150-PRIL) SHALL BE INSTALLED WITH BOUNDARY KIT (REFER FLOW SYSTEMS STANDARD DRAWINGS PSS-1112-FS & PSS-1113-FS). PUMP TO BE INSTALLED BY OTHERS.
27. ALL MAINS (UP TO THE BOUNDARY KIT) SHALL BE PRESSURE TESTED TO 1600 kPa.
28. ALL MAINS SHALL BE FLUSHED WITH WATER TO REMOVE ANY DEBRIS PRIOR TO COMMISSIONING.
29. SURFACE IDENTIFICATION MARKERS ARE TO BE PROVIDED TO HUNTLEE WATER REQUIREMENTS.
30. ROPE OFF ALL PRESSURE SEWER UNITS & FLUSHING POINTS TO LIMIT DAMAGE DURING CONSTRUCTION.
31. PRESSURE TRANSMITTER TO BE MEASUREX MRB21 GENERAL PURPOSE TRANSMITTER WITH MICROSPIDER LOGGING TELEMETRY AND ALARM PER FLOW SYSTEMS REQUIREMENTS.
32. WORK-AS-CONSTRUCTED DOCUMENTATION SHALL BE PROVIDED BY THE CONTRACTOR STRICTLY IN ACCORDANCE WITH THE FLOW SYSTEMS Q.A. SUBMISSION CHECKLIST.

WATER & RECYCLED WATER NOTES

1. ALL WORKS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE DESIGN DRAWINGS, FLOW SYSTEMS SUPPLEMENTARY MANUAL TO W.S.A.A. & WSA 03-2011-3.1 (SYDNEY WATER WATER EDITION – 2014).
2. POTABLE WATER SHALL BE UTILISED FOR FIRE FIGHTING PURPOSES.
3. ALL EQUIPMENT, MATERIALS & ACCESSORIES USED IN THIS CONTRACT SHALL BE NEW, SHALL CONFORM WITH THE APPROPRIATE CURRENT AUSTRALIAN STANDARDS & SHALL COMPLY WITH FLOW SYSTEMS REQUIREMENTS.
4. ALL SERVICES SHOWN ARE INDICATIVE ONLY. A CURRENT SERVICES SEARCH & SITE CHECK OF ALL EXISTING SERVICES WILL BE REQUIRED PRIOR TO COMMENCEMENT OF ANY WORKS. THE CONSTRUCTOR IS TO DETERMINE LEVELS & LOCATIONS EXISTING SERVICES IN THE VICINITY OF THE CONSTRUCTION SITE AND ANY CONSTRUCTED STRUCTURES FOR PROPOSED SERVICES, SUCH AS DUCTING FOR WATER OR ELECTRICITY WITHIN THE SUBDIVISION. THE CONTRACTOR MUST ENSURE ALL SERVICES ARE LOCATED BY THE RELEVANT AUTHORITY PRIOR TO COMMENCEMENT OF WORKS.
5. THE CONSTRUCTOR SHALL VERIFY WITH THE SITE SURVEYOR THE POSITION & LEVEL OF ALL EXISTING & PROPOSED BOUNDARIES PERTINENT TO THE INFRASTRUCTURE INSTALLATIONS.
6. MAINS TO BE LAID GENERALLY AS INDICATED IN SERVICE ALLOCATION DIAGRAMS. INSTRUCTION NOTES SHALL TAKE PRECEDENCE OVER DIAGRAMS WHERE PROVIDED. 600mm HORIZONTAL CLEARANCE TO BE MAINTAINED BETWEEN ALL SEWER & WATER MAINS. MINIMUM PIPE COVER SHALL BE 600mm IN FOOTWAYS (TYPE B EMBEDMENT: WAT-1202-V) & 800mm FOR ROADWAYS (TYPE L EMBEDMENT: WAT-1204-V). MAXIMUM PIPE COVER SHALL GENERALLY BE 15m. WHERE COVER FOR A TRENCHED INSTALLATION EXCEEDS 15m, BUT IS LESS THAN 2.5m, THE MAIN AS A MINIMUM SHALL BE EMBEDDED IN STABILISED SAND. THE CONTRACTOR SHALL ENSURE THAT ALL RECYCLED WATER & PRESSURE SEWER MAINS HAVE SUFFICIENT VERTICAL SEPARATION AS PER THE CLEARANCE TABLE ADJACENT.
7. ALL RECYCLED WATER MAINS SHALL BE LILAC mPVC (PN16). DIFFERENTIATION OF POTABLE & RECYCLED WATER SYSTEMS SHALL BE AS PER TABLE 4.1 WSA03-2011 WITH BOTH SERVICES BEING CLASSIFIED AS WATERMAINS. RECYCLED WATER MAINS SHALL ALWAYS BE LOWER THAN POTABLE MAINS. 150mm VERTICAL CLEARANCE BETWEEN POTABLE WATER & RECYCLED WATER MAINS SHALL BE PROVIDED.
8. MAXIMUM JOINT DEFLECTION SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS RECOMMENDATIONS.
9. LOCALLY LOWER PIPEWORK IN VICINITY OF STOP VALVES TO ENSURE SUFFICIENT COVER IS MAINTAINED OVER VALVES. LOWERING OF PIPEWORK SHALL ACHIEVED OVER A NUMBER OF PIPE LENGTHS EITHER SIDE OF VALVES TO ELIMINATE ANY SHARP DEFLECTIONS.
10. ALL PIPE BEDDING MATERIAL SHALL COMPLY WITH WSA A PRODUCT SPECIFICATION PS-350, 368 & 369. GEOTECHNICAL CONDITIONS SHOULD BE ASSESSED DURING CONSTRUCTION BY THE CONTRACTOR IN ASSOCIATION WITH THE HUNTLEE WATER REPRESENTATIVE TO DETERMINE THE NEED TO MODIFY EMBEDMENT/TRENCHFILL TYPE & THE ROAD FOR TRENCH DRAINAGE/BULKHEADS.
11. DURING CONSTRUCTION, ALL OPEN ENDS OF PIPES SHALL BE CAPPED OFF TO PREVENT ENTRY OF FOREIGN MATTER.
12. HYDRANTS, STOP VALVES & ALL OTHER FITTINGS SHALL BE THE SAME SIZE AS THROUGH WATER MAIN & ANTICLOCKWISE CLOSING.
13. HYDRANTS MUST NOT BE INSTALLED IN POTENTIAL DRIVEWAY LOCATIONS. HYDRANTS & WATER SERVICES SHALL BE NOMINALLY AT LEAST 5m FROM EACH BOUNDARY OR ON BOUNDARIES. WHERE POSSIBLE, FITTINGS SHALL BE LOCATED BEHIND KERB INLET PITS.
14. THRUST BLOCKS SHALL BE INSTALLED IN ACCORDANCE WITH WAT-1205.
15. ALL PROPERTY (MAIN TO METER) SERVICE CONNECTIONS SHALL BE CONSTRUCTED STRICTLY IN ACCORDANCE FLOW SYSTEMS REQUIREMENTS. REFER TO FLOW SYSTEMS WEBSITE FOR CURRENT VERSIONS.
SINGLE SERVICE http://flowsystems.com.au/governance/Land_Housing/WAT-1854-FS.pdf
DUAL SERVICE http://flowsystems.com.au/governance/Land_Housing/WAT-1855-FS.pdf
16. PROPERTY SERVICE CONNECTIONS SHALL BE FLUSHED & LOCKED (BY THE HUNTLEE WATER REPRESENTATIVE) FOLLOWING SUCCESSFUL PRESSURE TESTING.
17. SURFACE FITTINGS LOCATED IN TRAFFICABLE AREAS (ie ROADWAYS, PATHS etc) SHALL HAVE HEAVY DUTY SURROUNDS INSTALLED.
18. ALL MAINS SHALL BE TESTED IN ACCORDANCE WITH WSA 03-2011-3.1 (SYDNEY WATER EDITION – 2014).
19. ALL MAINS SHALL BE FLUSHED WITH WATER TO REMOVE ANY DEBRIS PRIOR TO COMMISSIONING.
20. WATER QUALITY TESTING SHALL BE IN ACCORDANCE WITH WSA 03-2011-3.1 (SYDNEY WATER EDITION – 2014; CLAUSE 19.7).
21. THE CONSTRUCTOR SHALL PROVIDE HUNTLEE WATER WITH MINIMUM OF 7 DAYS NOTICE IN WRITING OF INTENT TO CONNECT NEW MAINS TO EXISTING INFRASTRUCTURE. CONNECTIONS ARE NOT PERMITTED UNTL COMPLIANT TEST RESULTS HAVE BEEN PROVIDED & CONFIRMATION IS PROVIDED BY THE HUNTLEE WATER REPRESENTATIVE.
22. UPON COMPLETION OF WORKS, ALL SURFACES MUST BE RESTORED AS CLOSE AS POSSIBLE, TO THE CONDITION THAT EXISTED PRIOR TO COMMENCEMENT OF WORK.
23. PERMISSION OF ENTRY MUST BE OBTAINED BY THE CONTRACTOR FROM THE OWNER/OCCUPIER PRIOR TO COMMENCEMENT OF WORK IN PRIVATE PROPERTY.
24. BURIED FITTINGS ARE NOT TO BE BACKFILLED UNTIL W.A.C. DETAILS HAVE BEEN OBTAINED & APPROVAL FOR BACKFILLING GIVEN BY THE HUNTLEE WATER REPRESENTATIVE. THE CONTRACTOR SHALL PROVIDE M.G.A. COORDINATED WORK-AS-CONSTRUCTED INFORMATION REGARDING THE INSTALLATION OF ALL BURIED FITTINGS.
25. THE MINIMUM NUMBER OF COMPACTION TESTS REQUIRED TO SATISFY THE WATER SUPPLY CODE OF AUSTRALIA ARE:
TRAFFICABLE:
PIPE EMBEDMENT ZONE: NIL TRENCH FILL ZONE: 1 TEST / CROSSING (NIL)
NON-TRAFFICABLE:
PIPE EMBEDMENT ZONE: NIL TRENCH FILL ZONE: 1 TEST / 100m (2 Tests)

TESTING SHALL BE IN ACCORDANCE WITH TABLE 16.1 & 17.1 OF THE WATER SUPPLY CODE OF AUSTRALIA
26. SURFACE IDENTIFICATION MARKERS ARE TO BE PROVIDED TO HUNTLEE WATER REQUIREMENTS.
27. PRESSURE TRANSMITTER TO BE MEASUREX MRB21 GENERAL PURPOSE TRANSMITTER WITH MICROSPIDER LOGGING TELEMETRY AND ALARM PER FLOW SYSTEMS REQUIREMENTS.
28. WORK-AS-CONSTRUCTED DOCUMENTATION SHALL BE PROVIDED BY THE CONTRACTOR STRICTLY IN ACCORDANCE WITH THE FLOW SYSTEMS Q.A. SUBMISSION CHECKLIST.

WORK-AS-CONSTRUCTED

GENERAL NOTES

1. THIS DRAWING SET SHALL BE READ IN CONJUNCTION WITH CESSNOCK CITY COUNCIL STANDARDS, FLOW SYSTEMS SUPPLEMENTARY MANUAL TO W.S.A.A. & OTHER ASSOCIATED DRAWINGS AND TECHNICAL SPECIFICATIONS.
2. THE CONTRACTOR SHALL LOCATE AND IDENTIFY ALL UNDERGROUND SERVICES PRIOR TO COMMENCEMENT OF WORKS AND SHALL REPAIR ANY DAMAGE CAUSED TO SUCH SERVICES DURING THE COURSE OF WORKS. ANY SERVICE LOCATIONS ON THE FOLLOWING DRAWINGS ARE INDICATIVE ONLY.
3. MAKE SMOOTH TRANSITION TO EXISTING WORKS (i.e. ROAD PAVEMENTS AND FOOTPATHS TO P.C.A. AND SUPERINTENDENTS REQUIREMENTS.
4. SUITABLE PROTECTION OF EXISTING ROAD PAVEMENT, KERB AND GUTTER, FOOTPATHS AND ANY EXISTING FEATURES SHALL BE PROVIDED UNTIL THE CONSTRUCTION WORKS ARE COMPLETED.

CLEARANCES BETWEEN PIPELINES & UNDERGROUND SERVICES


Utility (Existing or proposed service)	Minimum horizontal clearance mm		Minimum vertical clearance ¹ mm
	New main size		
	≤DN200	>DN200	
Water mains ² > DN375	600	600	300
Water mains ² ≤ DN375	300 ⁴	600	150
Gas mains	300 ⁴	600	150
Telecommunication conduits and cables	300 ⁴	600	150
Electricity conduits and cables	500	1000	225 ⁴
Stormwater drains	300 ⁴	600	150 ⁴
Sewers - gravity	1000 ⁴ / 600	1000 ⁴ / 600	500 ⁴
Sewers - pressure and vacuum	600	600	300 ⁴
Kerbs	150	600 ⁴	150 (where possible)

NOTES:
1. Vertical clearances apply where pipelines cross other utility services, except in the case of water/sewer mains when a vertical separation shall always be maintained, even when the pressure sewer and water main are parallel. The pressure sewer should always be located below the water main to minimise the possibility of backflow contamination in the event of a pressure main break.
2. Water mains includes mains supplying both potable and recycled water.
3. For areas with existing water reticulation, clearances can be further reduced to 600mm with the approval of the water authority.
4. Clearances can be further reduced to 150mm for distances up to 2m when passing installations such as poles, pits, and small structures, providing the structures is not destabilised in the process.
5. Clearances from kerbs shall be measured from the nearest point of the kerb. For water/sewer <DN375, clearances from kerbs can be progressively reduced until the minimum of 150mm is reached for water/sewer <DN200.
6. Where a parallel sewer is at minimum vertical clearance lower than the water main (500mm), maintain a minimum horizontal of 1000mm. This minimum clearance can be progressively reduced to 600mm as the vertical clearance is increased to 750mm.
7. For pressure sewer laterals, minimum vertical clearances may be reduced to 150mm providing there is no joint in the lateral within 500mm of either side of the service being crossed.
8. An additional clearance from high voltage electrical installations should be maintained above the conduits or cables to allow for a protective barrier and marking to be provided.
9. Water mains should always cross over sewers and stormwater drains. For cases where this is no alternative and the main must cross under the sewer, the design shall nominate an appropriate protection treatment (joint-free in the vicinity of the sewer).

* SHOULD THE RECOMMENDED CLEARANCES NOT BE ACHIEVED, NOTIFICATION SHALL BE CONVEYED TO THE HUNTLEE WATER REPRESENTATIVE IN WRITING.


FLOW SYSTEMS STANDARD DRAWINGS CAN BE FOUND AT THE FOLLOWING ADDRESS:
<https://askus.flowsystems.com.au/hc/en-us/articles/210615383--Standard-Drawings>

ROSE ATKINS RIMMER (Infrastructure) Pty. Ltd.



WATER RELATED INFRASTRUCTURE DESIGN AND MANAGEMENT
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P.O. BOX 6745, BLACKTOWN N.S.W. 2148
PH: (02) 9853 0200 FAX: (02) 9671 7399

Quality Endorsed Company



GENERAL NOTES

DATE: 11/01/2025
K.GAO

DATE: 11/01/2025
K.GAO

DATE: 11/01/2025
V.VIKSNE

DATE: 11/01/2025
D.SHEATHER

SCALE: 1:100

DATE: 11/01/2025

DATE: 11/01/2025

DATE: 11/01/2025

SHEET 2 OF 6

VERSION: WAC

JOB No:

39/23357/17A

Huntlee+Water

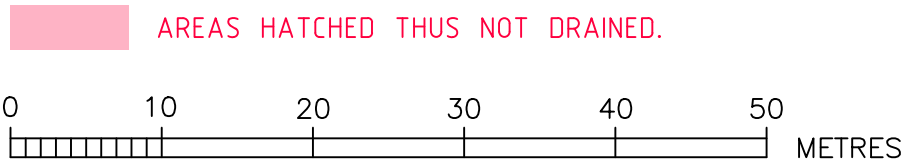


PRESSURE SEWER LEGEND

X	STOP VALVE
⊗	STOP VALVE (NORMALLY CLOSED)
—	TAPER
●	FLUSHING POINT
TFP	TEMPORARY FLUSHING POINT
⊠	PROPERTY BOUNDARY KIT
⊙	COLLECTION TANK (STANDARD)
⊙R	COLLECTION TANK (WITH 300mm RISER)
⊙2R	COLLECTION TANK (WITH 2x300mm RISERS)
⊠	CONTROL/ALARM PANEL
—	ELECTRICAL CABLES
▮	FLOW METER
▶	AIR VALVE
PP	PRESSURE MONITORING POINT
⊕	REMOTE MONITORED PRESSURE TRANSDUCER
⋈	VERTICAL DEFLECTION

⊙	DENOTES LAY MAIN UNDER SERVICE
⊙	DENOTES LAY MAIN OVER SERVICE

⊙ DENOTES PROPERTY LATERAL TO BE INSTALLED ON EXISTING MAIN. LATERAL CONNECTIONS TO EXISTING MAIN SHALL BE TREATED AS A NEW RETICULATION MAIN (i.e. ADVANCED NOTICE FOR CONNECTION, PRESSURE TESTING etc.)



PIPE SCHEDULE

SIZE	TYPE	CLASS	LENGTH
DN63	PE100	PN16	64.6
DN50	PE100	PN16	126.3
DN40	PE100	PN16	399.9
TOTAL			590.8

ROSE ATKINS RIMMER (Infrastructure) Pty. Ltd.

RAR WATER RELATED INFRASTRUCTURE DESIGN AND MANAGEMENT

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Huntlee Water

Quality Endorsed Company

PRESSURE SEWER DETAIL PLAN				SHEET 3 OF 6	VERSION
DRAWN: K.GAO	DESIGNED: K.GAO	REVIEWED: V.VIKSNE	VERIFIED: D.SHEATHER	JOB No.	WAC
SCALE: 1:500	DATAN: A.H.D.	DATA REFERENCE: -	DATE OF ISSUE: 4/3/2019		

39/23357/17A

* COLLECTION TANK LEVEL PROVIDED TO G.P.S. ACCURACY ONLY. THE BUILDER IS REQUIRED TO CONFIRM DRAINAGE CONSTRAINTS PRIOR TO MAKING CONNECTION TO TANK.



SCALE 1:25

COLLECTION TANK NOTES

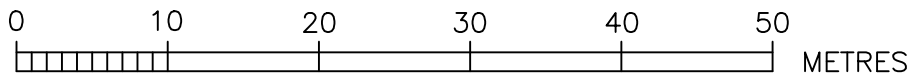
1. DESIGN SURFACE LEVELS WERE ELECTRONICALLY EXTRACTED FROM DIGITAL DATA SUPPLIED BY NORTHOSS CONSULTING ENGINEERS 15/6/18 (180618 DESIGN TRIANGLES - 17A.dwg, 180618 DESIGN DATA 12daz & 180418 ex surface 12daz).
2. DESIGN LEVELS CAN ONLY BE ASSUMED AS CURRENT AT TIME OF EXTRACTION. ALL LEVELS SHALL BE CONFIRMED WITH THE SITE SUPERINTENDENT *PRIOR* TO INSTALLATION OF TANKS. SHOULD THE PROPOSED FINISHED SURFACE LEVEL (P.F.S.L.) DIFFER FROM DESIGN BY MORE THAN 100mm, THE CONSTRUCTOR SHALL CONTACT THE DESIGNER IMMEDIATELY.
3. COLLECTION TANK SETOUT SHALL BE COMPLIANT WITH FSI-1000-FS & FSI-SK03A-FS. COLLECTION TANK INSTALLATION LEVELS DOCUMENTED ADJACENT SHALL SUPERSEDE ANY LEVELS ADVISED ON DRAWING FSI-SK03A-FS.
4. R.A.R. ACCEPTS NO RESPONSIBILITY FOR INCONSISTENCIES IN EXTRACTED LEVELS RESULTING FROM CHANGES TO THE MODEL (SURFACE LEVEL) INFORMATION POST DATA EXTRACTION DATE.



POTABLE WATER LEGEND

	PROPOSED MAIN
	EXISTING MAIN
	FUTURE MAIN
	STOP VALVE
	HYDRANT
	TAPER
	WATER SERVICE CONNECTION
	FLOW METER
	AIR VALVE
	VERTICAL DEFLECTION
	REMOTE MONITORED PRESSURE TRANSDUCER

	DENOTES LAY MAIN UNDER SERVICE
	DENOTES LAY MAIN OVER SERVICE



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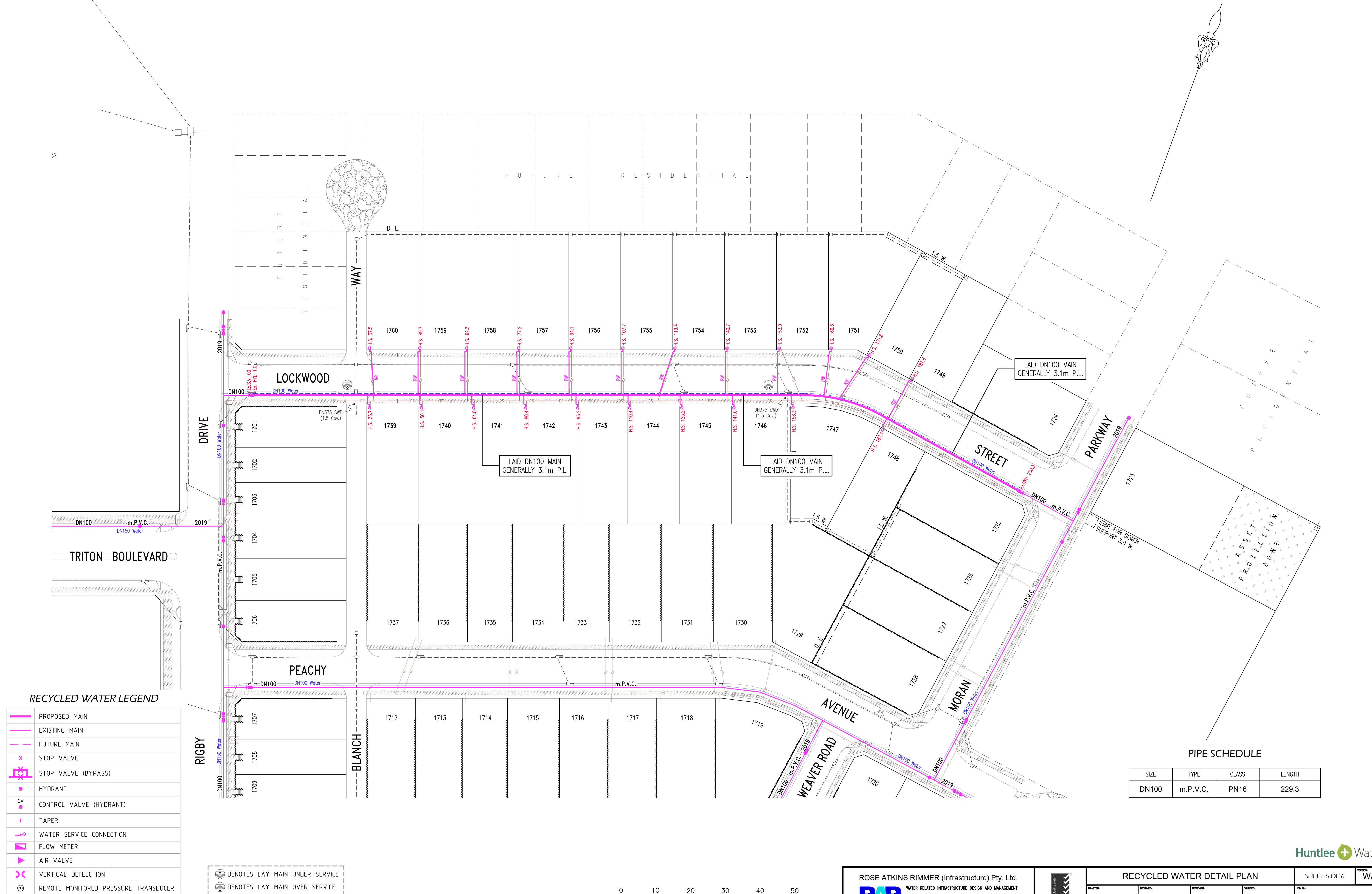


POTABLE WATER DETAIL PLAN			
DESIGNED: K.GAO	REVIEWED: V.VIKSNE	VERIFIED: D.SHEATHER	DATE OF ISSUE: 4/3/2019
SCALE: 1:500	DATAN: -	DATA REFERENCE: -	

SHEET 5 OF 6	VERSION: WAC
JOB No: 39/23357/17A	

PIPE SCHEDULE

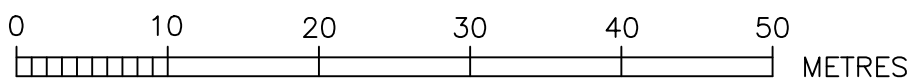
SIZE	TYPE	CLASS	LENGTH
DN100	m.P.V.C.	PN16	229.4



RECYCLED WATER LEGEND

	PROPOSED MAIN
	EXISTING MAIN
	FUTURE MAIN
	STOP VALVE
	STOP VALVE (BYPASS)
	HYDRANT
	CONTROL VALVE (HYDRANT)
	TAPER
	WATER SERVICE CONNECTION
	FLOW METER
	AIR VALVE
	VERTICAL DEFLECTION
	REMOTE MONITORED PRESSURE TRANSDUCER

	DENOTES LAY MAIN UNDER SERVICE
	DENOTES LAY MAIN OVER SERVICE



PIPE SCHEDULE

SIZE	TYPE	CLASS	LENGTH
DN100	m.P.V.C.	PN16	229.3

ROSE ATKINS RIMMER (Infrastructure) Pty. Ltd.

RAR

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RECYCLED WATER DETAIL PLAN

DESIGNED: K.GAO	DESIGNED: K.GAO	REVIEWED: V.VIKSNE	VERIFIED: D.SHEATHER
SCALE: 1:500	DATE: -	DATE OF ISSUE: 4/3/2019	

Huntlee Water

SHEET 6 OF 6

VERSION: WAC

39/23357/17A