

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Peters Real Estate 475-477 High Street, Maitland, NSW 2320	Phone: 4933 7855 Fax: 4933 1120
co-agent		
vendor	Buchanan Ridge Pty Limited ACN 602 024 626 as trustee for Buchanan Ridge Unit Trust ABN 92 350 786 538 C/- 313 Charlestown Road, Charlestown NSW 2290	
vendor's solicitor		
date for completion	See Special Condition 45	(clause 15)
land (address, plan details and title reference)	Proposed Lot , Buchanan Ridge Stage 1, 242 Aveyys Lane, Buchanan, New South Wales 2323 Unregistered Plan: Lot in an unregistered plan which is part of Lots 1 and 2 in Deposited Plan 251405 Part Folio Identifier 1/1251405 & 2/1251405	
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies	
attached copies	<input type="checkbox"/> house <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input checked="" type="checkbox"/> none <input type="checkbox"/> other:	
	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> 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 type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		
exclusions				
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)

buyer's agent

Director _____ Director _____
Vendor – Signed pursuant to s127 Corporation Act

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

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30) Pexa

Electronic transaction (clause 30) no YES
 (if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

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

Land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

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

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

Purchaser must make an *GSTRW payment* (GST residential withholding payment) NO yes (if yes, vendor must provide 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 *within 14 days* of the contract date.

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: Buchanan Ridge Unit Trust

Supplier's ABN: 92350786538

Supplier's GST branch number (if applicable):

Supplier's business address: 1 Hartly Drive, Thornton NSW 2322

Supplier's email address: brade@hunterland.com.au

Supplier's phone number: 02 4933 7855

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)
<input checked="" type="checkbox"/> 1 property certificate for the land <input type="checkbox"/> 2 plan of the land <input checked="" type="checkbox"/> 3 unregistered plan of the land <input checked="" type="checkbox"/> 4 plan of land to be subdivided <input checked="" type="checkbox"/> 5 document that is 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 checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" 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 checked="" 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 lease (with every relevant memorandum or variation) <input type="checkbox"/> 16 other document relevant to tenancies <input type="checkbox"/> 17 licence benefiting the land <input type="checkbox"/> 18 old system document <input type="checkbox"/> 19 Crown purchase statement of account <input type="checkbox"/> 20 building management statement <input checked="" type="checkbox"/> 21 form of requisitions <input type="checkbox"/> 22 <i>clearance certificate</i> <input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 32 property certificate for strata common property <input type="checkbox"/> 33 plan creating strata common property <input type="checkbox"/> 34 strata by-laws <input type="checkbox"/> 35 strata development contract or statement <input type="checkbox"/> 36 strata management statement <input type="checkbox"/> 37 strata renewal proposal <input type="checkbox"/> 38 strata renewal plan <input type="checkbox"/> 39 leasehold strata - lease of lot and common property <input type="checkbox"/> 40 property certificate for neighbourhood property <input type="checkbox"/> 41 plan creating neighbourhood property <input type="checkbox"/> 42 neighbourhood development contract <input type="checkbox"/> 43 neighbourhood management statement <input type="checkbox"/> 44 property certificate for precinct property <input type="checkbox"/> 45 plan creating precinct property <input type="checkbox"/> 46 precinct development contract <input type="checkbox"/> 47 precinct management statement <input type="checkbox"/> 48 property certificate for community property <input type="checkbox"/> 49 plan creating community property <input type="checkbox"/> 50 community development contract <input type="checkbox"/> 51 community management statement <input type="checkbox"/> 52 document disclosing a change of by-laws <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 54 document disclosing a change in boundaries <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 <input checked="" type="checkbox"/> 57 disclosure statement - off the plan contract <input type="checkbox"/> 58 other document relevant to the off the plan contract
<p>Home Building Act 1989</p> <input type="checkbox"/> 24 insurance certificate <input type="checkbox"/> 25 brochure or warning <input type="checkbox"/> 26 evidence of alternative indemnity cover	<p>Other</p> <input checked="" type="checkbox"/> 59 Proposed Sewer Diagram
<p>Swimming Pools Act 1992</p> <input type="checkbox"/> 27 certificate of compliance <input type="checkbox"/> 28 evidence of registration <input type="checkbox"/> 29 relevant occupation certificate <input type="checkbox"/> 30 certificate of non-compliance <input type="checkbox"/> 31 detailed reasons of non-compliance	

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 any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) 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 Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any 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 section 66X of the *Conveyancing Act 1919* and 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 at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
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 section 66W of the Act, 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 section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and 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, Stock and Business 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, Industry and Environment Department of Primary Industries Electricity and gas Land & 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. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
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)

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>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>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<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>document of title</i>	document relevant to the title or the passing of title;
<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>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<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>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 by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<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).

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 giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee 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 this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *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 16.7.
- 3.9 The vendor must give the purchaser the *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 the *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 the *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 the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of 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 benefited.

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 *servicing* 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 *servicing* 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 *servicing* 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 purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 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 clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *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.

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.
- 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 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.
- 14.6 *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 –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 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).
- 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 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 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.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 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.
- 16.6 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**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 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
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 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.
- 16.13 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.
- 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 *servicing* 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 4.3);
- 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; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 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 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 *servicing* 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 - 3) 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.

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 s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 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 14.5 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 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own 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 –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - 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 form of 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 The vendor must give a proper covenant to produce where relevant.
- 25.9 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.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General 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 14.1.
- 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 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 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
- 30.3.2 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 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
- 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
- 30.9.3 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.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* 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*.
- 30.13 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 –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be 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 comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 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 –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
- certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
- completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
- conveyancing rules* the rules made under s12E of the Real Property Act 1900;
- discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
- ECNL* the Electronic Conveyancing National Law (NSW);
- effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
- electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
- electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<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>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<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>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<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> .

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 The purchaser must –
- 31.2.1 at least 5 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 clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 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 clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 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.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

VENDOR	Buchanan Ridge Pty Limited ACN 602 024 626 As Trustee for the Buchanan Ridge Unit Trust ABN 92 350 786 538
PROPERTY	Stage 1, Buchanan Ridge, 242 Averys Lane, Buchanan 2323

TITLE STRUCTURE	
Will the lot be a lot in a strata scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot also be subject to a Strata Management Statement or Building Management Statement?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
Will the lot form part of a community, precinct or neighbourhood scheme?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If Yes, please specify scheme type:

DETAILS					
Completion	Subject to registration of Deposited Plan	Refer to clause(s):	Special Condition 45		
Is there a sunset date?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Can this date be extended?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Refer to clause(s):	37.2 and 37.3
Does the purchaser pay anything more if they do not complete on time?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	43 and 46		
Has development approval been obtained?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Development Approval No:	DA No.8/2015/277/2		
Has a principal certifying authority been appointed?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details:	Cessnock City Council		
Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Provide details, including relevant clause(s) of contract:	37.4		

ATTACHMENTS <i>(s66ZM(2) of the Conveyancing Act 1919)</i>	
The following prescribed documents are included in this disclosure statement <i>(select all that apply)</i>.	
<input checked="" type="checkbox"/> draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/management statement
<input checked="" type="checkbox"/> s88B instrument proposed to be lodged with draft plan	<input type="checkbox"/> draft community/precinct/neighbourhood/development contract
<input type="checkbox"/> proposed schedule of finishes	<input type="checkbox"/> draft strata management statement
<input type="checkbox"/> draft strata by-laws	<input type="checkbox"/> draft building management statement
<input type="checkbox"/> draft strata development contract	

Additional Special Conditions

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33. Additional definitions and interpretation

33.1 Additional Definitions

In addition to the definitions stated in clause 1 of the Printed Form, the following definitions apply to this Contract:

Authority means any government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister, statutory body or entity having jurisdiction in relation to the property.

Claim means any claim, demand or cause of action (whether based in contract, equity, tort or statute), loss, liability, cost, compensation, damage or expense.

Land means the land to be acquired by the purchaser as described on the front page of this contract.

Minor Alteration includes any of the following:

- (a) an alteration (whether required by the vendor, or by an Authority) which does not materially and detrimentally affect the construction of a dwelling house on the Land or which has been disclosed in this contract;
- (b) an alteration in the dimensions or area of the Land of:
 - (i) 5% or less in the area of the Land; or
 - (ii) 5% or less in the linear dimensions of the Land;
- (c) an alteration to the number or numbering of lots in the Plan; or
- (d) an alteration in respect of the dimensions, position, layout or omission of any lot other than the Land.

Object means delay or attempt to delay completion, make or assert a Claim, rescind or terminate this contract or attempt to rescind or terminate this contract or withhold or require a retention of all part of the price.

Plan means the plan to be Registered, generally in accordance with the draft plan of subdivision to create title for the Land (with or without any changes permitted under this contract), a copy of which is attached to this contract.

Plan Instrument means the instrument pursuant to section 88B of the *Conveyancing Act 1919 (NSW)* (if any) intended to be Registered with the Plan with or without any changes permitted under this contract, a copy of which is attached to this contract.

Printed Form means the New South Wales printed form of Contract for the sale and purchase of land 2018 edition that forms part of this contract.

Property Information means any documents and other information (in written form or otherwise):

- (a) relating to the Land; and
- (b) made available or disclosed to the purchaser by the vendor or vendor's representatives prior to the contract date, including any reports, information memorandum or other promotional material.

Reference Schedule means the schedule attached to this contract as **Schedule 1**.

Registered means registered by the registrar of titles (or has equivalent status) in the Land and Property Information NSW.

Registered Restrictions means the restrictions on use of land, easements and covenants registered or to be registered on the title to the Land.

Registration means the Plan has been approved by all relevant Authorities and Registered.

Registration Sunset Date means the date being eighteen (18) months after the date of this Contract.

Special Conditions means special conditions 33 to 52 of this contract.

33.2 Additional Interpretation

In this contract the following rules of interpretation apply in addition to clause 20 of the Printed Form:

- (a) headings are for convenience only and do not affect interpretation;
- (b) person includes an individual, the estate of an individual, a corporation, an Authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
- (c) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (d) a word importing the singular includes the plural (and vice versa) and a word indicating a gender includes every other gender;
- (e) a reference to a clause, schedule, exhibit, attachment or annexure is a reference to a clause, schedule, exhibit, attachment or annexure to or of this contract, and a reference to this contract includes all schedules, exhibits, attachments and annexures to it;
- (f) a reference to a party includes the party's successors and permitted assigns;
- (g) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (h) includes in any form is not a word of limitation; and
- (i) a reference to \$ or dollar is to Australian currency.

34. Amendments to Printed Form

The Printed Form is amended as follows:

- (a) Clause 1 – delete the definition of deposit bond"
- (b) Clause 2.4 – delete the words "by giving cash (up to \$2,000) or"
- (c) Clauses 2.6, 2.7 and 2.9 are deleted
- (d) Clause 3 is deleted
- (e) Clause 6.1 – replace the words "(as to the property, the title or anything else and whether substantial or not)" with the words "(as to the property or the title of the Land)"
- (f) Clause 7.1.1 is deleted
- (g) Clause 10.1.8 – replace "substance" with "existence"
- (h) Clause 10.1.9 – replace "substance" with "existence"
- (i) Clause 16.7 delete the words "cash (up to \$2,000) or"
- (j) Clauses 23 to 29 (inclusive) are deleted.

35. Priority of Conditions

To the extent there is any inconsistency between any of the Special Conditions and the Printed Form, the Special Conditions prevail over the Printed Form.

36. Entire agreement

36.1 No warranty, representation or reliance

The purchaser acknowledges and agrees that:

- (a) This contract represents the whole of the agreement reached between the parties and no other terms, conditions or covenants will be implied in this contract or arise between the parties by way of collateral or other agreements or by reason of any alleged warranty or representation given or made by one party to the other at the time of or prior to the execution of this contract;
- (b) It has not been induced to enter into this contract by any warranty or representation, verbal or otherwise, made by or on behalf of any other party which is not included in this contract; and
- (c) Despite the terms of this special condition, if any warranty or representation has been made by the vendor or its agent or representative, then the purchaser confirms, by execution of this contract, that the purchaser has placed no reliance on such warranty or representation in executing this contract.

36.2 No objection by purchaser

Subject to any rights of the purchaser under any legislation which cannot be excluded, the purchaser must not object in respect of the matters dealt with in this special condition.

37. Registration of Plan

37.1 Application of special condition

This special condition 37 applies where the Land is a lot in an unregistered plan as at the contract date.

37.2 Contract conditional on registration of Plan

- (a) This contract is conditional upon Registration occurring by the Registration Sunset Date.
- (b) The vendor must, at its cost, take reasonable steps to satisfy the condition in special condition 37.2(a) by the Registration Sunset Date.
- (c) The vendor must serve notice of Registration within a reasonable time after Registration occurs.

37.3 Extension of Registration Sunset Date

The Vendor can serve a notice or notices extending the Registration Sunset Date ("Extended Registration Sunset Date") by the commensurate amount of delay incurred as a result of any of the following:

- (a) Inclement weather and any necessary dry out period;
- (b) Shortage of equipment or material necessary to complete the subdivision which could not have been reasonably foreseen by the Vendor;
- (c) An alteration to the subdivision works required by Council or other statutory authority or delay by Council or other statutory authority;
- (d) An act of God;
- (e) Any delay by any authority in providing the necessary approvals to the Vendor; or
- (f) Any event outside the reasonable control of the Vendor

provided that the Extended Registration Sunset Date cannot extend beyond six (6) months from the original Registration Sunset Date.

37.4 Rescission of contract

- (a) If Registration does not occur by the Registration Sunset Date then either party may rescind this contract by serving a notice (**Rescission Notice**) at any time after 2 business days after the Registration Sunset Date and before notice of Registration is given by the Vendor.

- (b) If the vendor wishes to rescind this contract pursuant to special condition 37.4(a) the vendor must serve the Rescission Notice at least 28 days before the proposed rescission date and the Rescission Notice must specify why the vendor is proposing to rescind the contract and the reason for the delay in Registration.
- (c) The purchaser must after being served with the Rescission Notice under special condition 37.4(b) serve notice advising the vendor as to whether the purchaser consents to the rescission of the contract and in this regard, the purchaser must act reasonably and without delay.
- (d) Nothing in this special condition 37.3 precludes the vendor from applying to the Supreme Court of NSW for an order permitting the vendor to rescind this contract under special condition 37.4(a).
- (e) This contract is rescinded under special condition 37.4(b) if:
 - (i) the purchaser consents to the rescission;
 - (ii) the vendor has obtained an order of the Supreme Court of NSW permitting the vendor to rescind this contract under special condition 37.4(a); or
 - (iii) the *Conveyancing Act 1919 (NSW)* regulations otherwise permit the vendor to rescind the contract under special condition 37.4(a).
- (f) If this contract is rescinded pursuant to special conditions 37.4(a) and 37.4(b), the deposit will be refunded to the purchaser and neither party will have any further Claim against the other because of the rescission.

37.5 Alterations to Land, plans and plan instruments

- (a) Subject to special condition 37.5(d)(i), the vendor may alter the Land, the Plan and the Plan Instrument or any of them in any way and the purchaser must not object in relation to the alteration.
- (b) The vendor may register any easement or other encumbrance over the Land which is:
 - (i) shown on the Plan or the Plan Instrument or which relates to matters disclosed or dealt with in this contract; or
 - (ii) subject to special condition 37.5(d)(ii), required by the Vendor, or by an Authority or otherwise in relation to the development of the Land, or the Vendor's surrounding land,
 and the purchaser must not object to such easements and other encumbrances.
- (c) The vendor can at any time serve notice if:
 - (i) the vendor makes or proposes to make an alteration to the Land, the Plan and the Plan Instrument or any of them; or
 - (ii) the vendor registers or proposes to register easements or other encumbrances over the Land other than easements or encumbrances shown on the Plan and/or the Plan Instrument or disclosed in this contract.
- (d) If:
 - (i) any alteration or proposed alteration to the Land, the Plan and the Plan Instrument or any of them is other than a Minor Alteration; or
 - (ii) a proposed easement or other encumbrance over the Land materially and detrimentally affects the construction of a dwelling house on the Land (other than easements or encumbrances shown on the Plan and/or the Plan Instrument or disclosed in this contract),

the purchaser may rescind by serving notice within 14 days after the earlier of:

- (A) the date the vendor serves notice of the alteration or proposed alteration; and
- (B) the date the vendor serves notice of Registration.

Time is of the essence under this special condition 37.5(d). The purchaser acknowledges and agrees that the purchaser's right to rescind under this special condition 37.5(d) will be the purchaser's sole remedy in relation to the matters referred to in special conditions 37.5(d)(i) and 37.5(d)(ii).

- (e) if the purchaser does not rescind under special condition 37.5(d) then:
 - (i) the purchaser is regarded as consenting to the alteration or the proposed alteration (whether or not it is a Minor Alteration) or the easements or other encumbrances (whether or not they materially and detrimentally affect the construction of a dwelling house on the Land); and
 - (ii) the purchaser unconditionally and irrevocably releases the vendor from all Claims the purchaser has or may have against the vendor arising out of or in connection with the matters referred to in special conditions 37.5(d)(i) and 37.5(d)(ii).

38. Property sold in present condition

38.1 Planning restrictions

Without excluding, modifying or restricting the rights of the purchaser under section 52A(2)(B) of the *Conveyancing Act 1919* and the *Conveyancing (Sale of Land) Regulation 2010*, the property is sold subject to:

- (a) the Registered Restrictions; and
- (b) all other restriction on the use and development of the property including those that are imposed or prescribed by law or an Authority.

38.2 Purchaser's acknowledgements

The purchaser acknowledges and agrees that:

- (a) the purchaser has relied solely on the purchaser's own inspections and enquiries in relation to:
 - (i) the fitness or suitability of the property for any particular purpose of the purchaser including any financial return, income and investment potential of the property; and
 - (ii) the purchaser's rights and obligations under this contract;
- (b) the Property Information was made available to the purchaser by the vendor or the vendor's representatives on the express basis that no representation or warranty was made or given by the vendor or the vendor's representatives about the accuracy, currency, exhaustiveness or completeness of the Property Information and the purchaser has relied solely on the purchaser's own inspection and enquires in relation to the Property Information.

38.3 No objection by purchaser

Subject to any rights of the purchaser under any legislation which cannot be excluded, the purchaser must not object because of anything in connection with any of the matter's referred to in special conditions 38.1 or 38.2.

39. Adjustments to price

39.1 Council and water rates

For the purposes of clause 14 of the Printed Form, if by completion of this contract, a separate assessment of council rates or water and sewerage rates has not issued for the property for the rating year current at completion (in respect of council rates) or the rating period current at completion (in respect of water and sewerage rates) then:

- (a) on completion, adjustments for those rates will be made on the amounts referred to in the Reference Schedule on a paid basis with a purchaser allowance for the period from the date of completion until the end of the rating period;
- (b) the parties are not required to make any further adjustments of council rates or water and sewerage rates when a separate assessment issues for those rates; and
- (c) the purchaser will pay the actual separate assessment for those rates for the relevant rating year or period (as applicable) if and when they issue.

39.2 Parent title land tax and periodic outgoings

Where any council rates, water and sewer rates, land tax, charges or other periodic outgoings in respect of the Land for the rating year or period current at completion (or any prior rating year or period) have been assessed on the title of any land that includes the Land (**Parent Title**) but have not been separately assessed for the Land, the vendor undertakes to pay those assessments on or before the due date for payment and the purchaser cannot object, require the vendor to pay those assessments on or before completion or require the vendor to remove any charge on the Parent Title for any rate, tax, charge or periodic outgoing on or before completion.

40. Agent

The purchaser warrants that they were not introduced to the property or the vendor by any real estate agent or other person entitled to claim commission as a result of this sale (other than the vendor's agent, if any, specified in this contract). The purchaser will indemnify the vendor against any claim for commission by any real estate agent or other person arising out of an introduction of the purchaser and against all Claims and expenses for the defence and determination of such a Claim made against the vendor as a result of the breach of this warranty by the purchaser. This right continues after completion.

41. Agent Declares Interest

The Vendor declares that the Agent has an interest in the subject property and the Purchaser acknowledges such declaration.

42. Caveat

- (a) The purchaser must not lodge a Caveat for recording on the Folio of the Registration for the Land or any part of the Land prior to the registration of the Plan.
- (b) The Purchaser must not lodge a Priority Notice for recording on the Folio of the Register of the Land or any part of the Land prior to the registration of the Plan.

43. Late Completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Date for Completion then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of eight per cent (8%) per annum calculated on daily balances, commencing on the Date for Completion and continuing until actual completion of this

contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

44. Investment of Deposit

The Depositholder will invest the deposit with the Commonwealth Bank of Australia, within seven days of the Purchaser paying the full deposit and providing their Tax File Number to the Depositholder. Any interest earned between the date of investing the deposit and a date which is 21 days prior to the Date for Completion will be paid to the Purchaser provided that the Purchaser has not forfeited the deposit or is in default of this Contract. The interest will be paid to the Purchaser within seven days of the date the Depositholder is required to account for the deposit.

45. Completion

The due date for completion of this agreement will be the latter of:

- (a) 28 days from the date hereof; and
- (b) 21 days from the date the Vendor serves on the purchaser a copy of:
 - (i) the registered plan; and
 - (ii) any other document that was registered with the plan.

46. Notice to Complete

- (a) Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete given by either party to the other party under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.
- (b) In the event that the vendor issues a Notice to Complete pursuant to special condition 46(a) then the purchaser agrees to pay the sum of \$330.00 (inclusive of GST) to the vendor's solicitor on completion to reimburse the vendor for the cost of issuing the notice to complete. This special condition does not affect the vendor's rights against the purchaser to recover any other damages.

47. Hunter Water Corporation

The vendor discloses that Hunter Water Corporation will not provide a Sewerage Service Diagram for the subject property and the purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate in respect to such disclosure.

48. Requisitions on Title

- (a) For the purpose of clause 5.1 the form of requisitions about the property or title will be in the form of the requisitions attached hereto.
- (b) The purchaser will be deemed to have made the requisitions on title attached to this contract and the replies attached to this contract will be deemed to be the vendor's replies.
- (c) Nothing in this special condition prevents the vendor from amending the replies prior to completion.

49. Joint Services

No objection requisition or Claim for compensation will be made by the Purchaser in respect to any gas, electricity or telephone service or connections to the property or because any such services are joint services to any other land or pass through any other land or because any similar services or connection for any other land pass through the property nor will the Vendor be required to establish any easement right or privilege in respect to any such services.

50. Foreign Investment Review Board

The purchaser warrants that the purchaser is ordinarily a resident in Australia and that no approvals are required from the Government of Australia and/or the Reserve Bank of Australia and/or the Foreign Investment Review Board to enable the Purchaser to complete this Agreement. The Purchaser hereby agrees to indemnify and keep indemnified the Vendor from and against any loss, damages, penalty, fine interest, costs and expenses incurred by the Vendor by reason of a breach of this warranty. The provisions of this special condition will not merge on completion.

51. Capacity

Without in any way limiting, negating or restricting any rights or remedies which would have been available to either party at law or in equity had this special condition not been included, if either party (and if more than one person comprises that other party then any one of them) prior to completion:

- (a) dies or becomes mentally ill, then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or
- (b) a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.

52. Guarantee

- (a) This special condition applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange.
- (b) The word guarantor means _____ and _____
- (c) In consideration of the vendor entering into this Contract at the guarantor's request, the guarantor guarantees to the vendor:
 - (i) payment of all money payable by the purchaser under this Contract; and
 - (ii) the performance of all of the purchaser's other obligations under this Contract.
- (d) The guarantor:
 - (i) indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this Contract; and
 - (ii) must pay on demand any money due to the vendor under this indemnity.
- (e) The guarantor is jointly and separately liable with the purchaser to the vendor for:
 - (i) the performance by the purchaser of its obligations under this Contract; and
 - (ii) any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this Contract or the termination of this Contract by the vendor.
- (f) The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this special condition.
- (g) If the vendor assigns or transfers the benefit of this Contract, the transferee receives the benefit of the guarantor's obligations under this special condition.
- (h) The guarantor's obligations under this special condition are not released, discharged or otherwise affected by:

- (i) the granting of any time, waiver, covenant not to sue or other indulgence;
 - (ii) the release or discharge of any person;
 - (iii) an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;
 - (iv) any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this Contract, a statute, a Court or otherwise;
 - (v) payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
 - (vi) the winding up of the purchaser.
 - (vii) This special condition binds the guarantor and the executors, administrators and assigns of the guarantor.
- (i) This special condition operates as a Deed between the vendor and the guarantor and is executed by the relevant parties on the Execution Pages at the end of these Special Conditions.

EXECUTED as a Deed.

Executed by Name of Company ACN ACN pursuant to Section 127 of the Corporations Act 2001 (Cth):

.....
Signature of Director
[Name of Director]

.....
Signature of Director/Secretary
[Name of Director/Secretary]

Executed by Name of Company ACN ACN pursuant to Section 127 of the Corporations Act 2001 (Cth)

.....
Signature of Sole Director/Secretary
[Name of Sole Director/Secretary]

Signed sealed and delivered by Name of Individual in the presence of:

.....
Signature of witness

.....
Name of Individual

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness (BLOCK LETTERS)

Signed sealed and delivered by Name of Individual in the presence of:

.....
Signature of witness

.....
Name of Individual

.....
Name of witness (BLOCK LETTERS)

.....
Address of witness (BLOCK LETTERS)

Schedule 1 – Reference Schedule

Council Rates Adjustment	\$1,500.00 per annum
Water Rates adjustment	\$100.00 per four months

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Buchanan Ridge Pty Limited ACN 602 024 626 as trustee for Buchanan Ridge Unit Trust
Purchaser:
Property: Proposed Lot, Buchanan Ridge Stage 1, 242 Averys Lane, Buchanan
Dated:

Possession and tenancies

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

Title

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

Adjustments

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

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.

15. Is the Vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (c) Has the Vendor a Building Information Certificate or 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 (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act 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 or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.
17. (a) 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?
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
18. If a swimming pool is included in the sale:
- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919 (NSW)* and *Local Government Act 1993 (NSW)*?
- (c) does it comply with the provisions of the *Swimming Pools Act 1992 (NSW)* and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992 (NSW)* or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
19. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 19(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the Purchaser on completion.
- (d) Is the Vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the Vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)*?

Affectations/Benefits

20. (a) Is the Vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
- (ii) whether there are any matters in dispute; and
- (iii) whether the licensor holds any deposit, bond or guarantee
- (b) In relation to such licence:
- (i) all licence fees and other moneys payable should be paid up to and beyond the date of completion;

- (ii) the Vendor must comply with all requirements to allow the benefit to pass to the Purchaser.
21. Is the Vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any latent defects in the Property?
 22. Has the Vendor any notice or knowledge that the Property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the Purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - (f) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
 23.
 - (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?
 - (c) Do any service connections for any other Property pass through the Property?
 24. Has any claim been made by any person to close, obstruct or to limit access to or from the Property or to an easement over any part of the Property?

Capacity

25. If the Contract discloses that the Vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and Transfer

26. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the Purchaser at least 7 days prior to completion.
27. The Vendor should furnish completed details within the time specified in the contract, sufficient to enable the Purchaser to make any RW payment.
28. 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.
29. 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.
30. Searches, surveys, enquiries and inspections of title deeds must prove satisfactory.
31. The Purchaser reserves the right to make further requisitions prior to completion.
32. 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 the completion date.

BUCHANAN RIDGE STAGE 1



LEGEND:

CONTOUR INTERVAL 1.0m

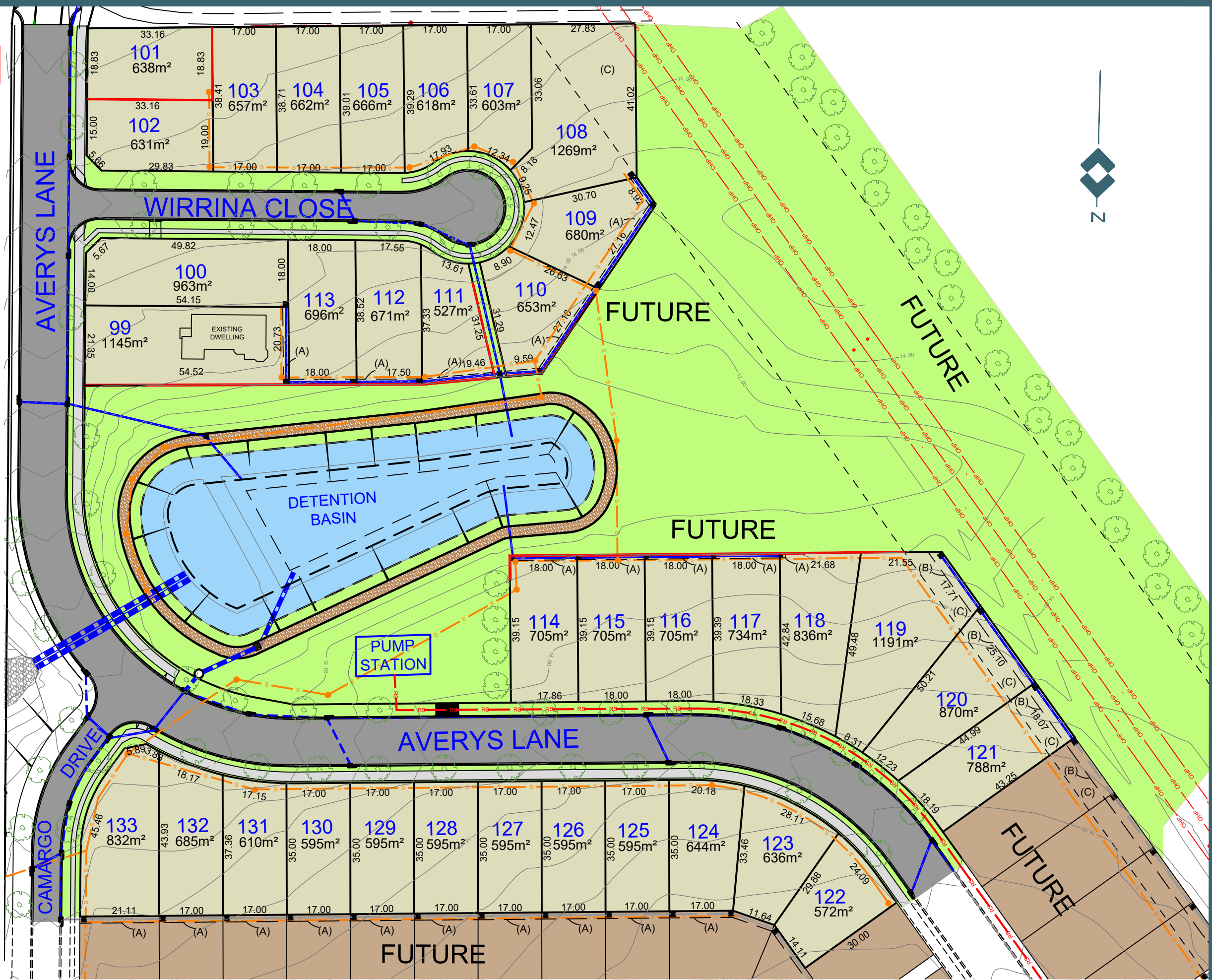
- (A) EASEMENT TO DRAIN WATER 1.5 WIDE
- (B) EASEMENT TO DRAIN WATER 3.0 WIDE
- (C) EASEMENT TO OVERHEAD POWER LINES VARIABLE WIDTH

- PROPOSED SEWER
- PROPOSED STORMWATER
- PROPOSED RETAINING WALLS
- RISING MAIN

- KERB INTEL PIT
- STORMWATER PIT
- SEWER MAINHOLE
- STREET TREES
- STAGE 1
- FUTURE STAGES

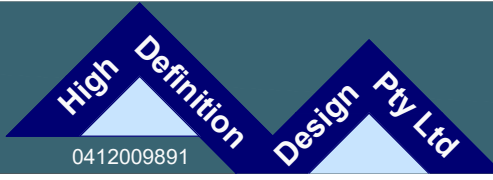
NOTE :

ALL DIMENSIONS, AREAS AND EASEMENTS ARE SUBJECT TO FINAL SURVEY



TITLE: PROPOSED SUBDIVISION OF LOT 5 DP1082569
242 AVERYS LANE BUCHANAN
MARKETING PLAN
CLIENT: BUCHANAN RIDGE PTY LTD

STAGE 1



Date:	17.03.2021	Scale:	1:1000	Designed:	KU	Project No	HD02
Cad Ref:	HD2-ST1_Marketing Plan r3					Drawing No	ST01
						Revision	3
No	Amendment	Drawn	Date				

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
<p style="text-align: center;">Office Use Only</p> <p>Registered:</p> <p>Title System:</p>	<p style="text-align: center;">Office Use Only</p>	
<p>PLAN OF SUBDIVISION OF LOTS 1 & 2 D.P.1251405</p>	<p>LGA: CESSNOCK</p> <p>Locality: HEDDON GRETA/BUCHANAN</p> <p>Parish: HEDDON</p> <p>County: NORTHUMBERLAND</p>	
<p style="text-align: center;">Survey Certificate</p> <p style="text-align: center;">NIGEL DELFS</p> <p>I, of Delfs Lascelles Pty Ltd, 260 Maitland Road Mayfield a surveyor registered under the <i>Surveying and Spatial Information Act 2002</i>, certify that:</p> <p>*(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</p> <p>*(b) The part of the land shown in the plan (*being/*excluding **) 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, the part not surveyed was compiled in accordance with that Regulation, or</p> <p>*(c) The land shown in this plan was compiled in accordance with the <i>Surveying and Spatial Information Regulation 2017</i>.</p> <p>Datum Line: 'X' - 'Y'</p> <p>Type: *Urban/*Rural—</p> <p>The terrain is *Level Undulating / *Steep Mountainous.—</p> <p>Signature: Dated:</p> <p>Surveyor Identification No: 8232</p> <p>Surveyor registered under the <i>Surveying and Spatial information Act 2002</i></p> <p>* Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</p>	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> <p>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.</p> <p>Signature:</p> <p>Date:</p> <p>File Number:</p> <p>Office:</p>	
	<p style="text-align: center;">Subdivision Certificate</p> <p>I, *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of section 6.15 <i>Environmental Planning and Assessment Act 1979</i> have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.</p> <p>Signature:</p> <p>Accreditation number:</p> <p>Consent Authority:</p> <p>Date of endorsement:</p> <p>Subdivision Certificate number:</p> <p>File number:</p> <p>* Strike through if inapplicable</p>	
<p>Plans used in the preparation of survey/compilation.</p> <p>D.P.1229171 D.P.1251405</p>	<p>Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.</p> <p>IT IS INTENDED TO DEDICATE WIRRINA CLOSE & THE EXTENSION OF AVERYS LANE TO THE PUBLIC AS PUBLIC ROAD.</p> <p>IT IS INTENDED TO DEDICATE LOT 134 TO THE PUBLIC AS DRAINAGE RESERVE SUBJECT TO EASEMENT FOR WASTEWATER PUMPING STATION VARIABLE WIDTH & EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE.</p>	
<p>Surveyor's Reference: 21927</p>	<p style="text-align: center;">Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A</p>	

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 1 & 2
D.P.1251405**

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

Subdivision Certificate number :

Date of Endorsement :

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

1. EASEMENT TO DRAIN WATER 1.5 WIDE (AA)
2. EASEMENT FOR ELECTRICITY & OTHER PURPOSES 2.05 WIDE (AB)
3. EASEMENT FOR WASTEWATER PUMPING STATION VARIABLE WIDTH (AC)
4. EASEMENT FOR PIPELINE 4 WIDE (AD)
5. RESTRICTIONS ON THE USE OF LAND
6. RESTRICTIONS ON THE USE OF LAND
7. RESTRICTIONS ON THE USE OF LAND

TO RELEASE

1. RIGHT OF ACCESS VARIABLE WIDTH (D.P.1251405)
2. EASEMENT FOR SERVICES 4 WIDE (D.P.1251405)

EXECUTED by BUCHANAN RIDGE)
PTY LIMITED)
(A.C.N. 602 024 626))
in accordance with Section 127 of)
the Corporations Act)

.....
Name:

Position:

.....
Name:

Position:

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 1 & 2
D.P.1251405**

Subdivision Certificate number :

Date of Endorsement :

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 - Signatures and seals - See 195D *Conveyancing Act 1919*
 - Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

STREET ADDRESS SCHEDULE

If space is insufficient use additional annexure sheet

Office Use Only

Office Use Only

Registered:

**PLAN OF SUBDIVISION OF LOTS 1 & 2
D.P.1251405**

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- 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.

Subdivision Certificate number :

Date of Endorsement :

Mortgage under Mortgage No)
Signed at this day)
of 20 for National)
Australia Bank Limited ABN)
by)
its duly appointed Attorney under Power of)
Attorney No. Book)

.....
Signature of Witness/Bank Officer

.....
Signature of Attorney (Level Attorney)

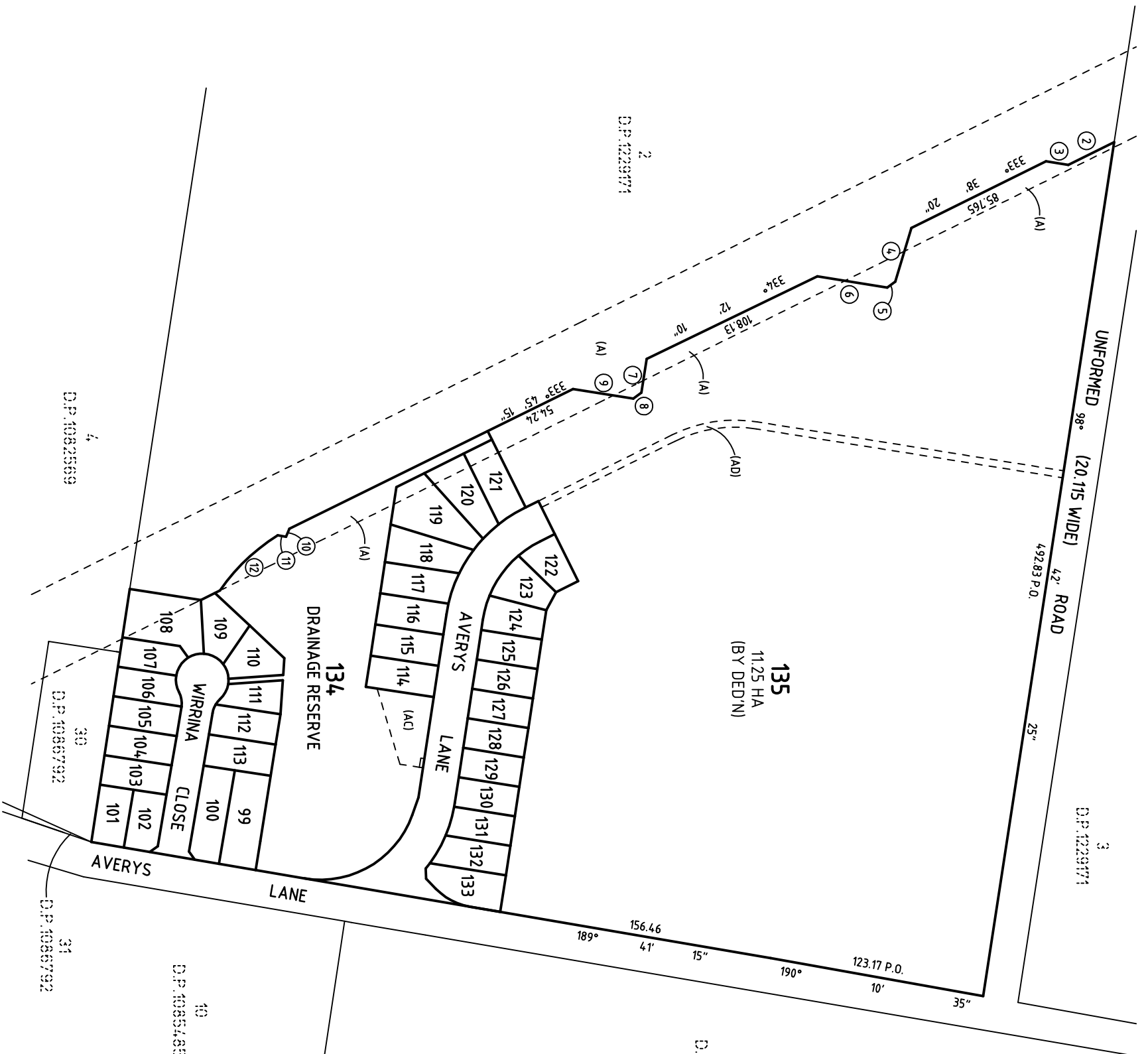
.....
Print name of Witness/Bank Officer

.....
Address of Witness/Bank Officer

If space is insufficient use additional annexure sheet

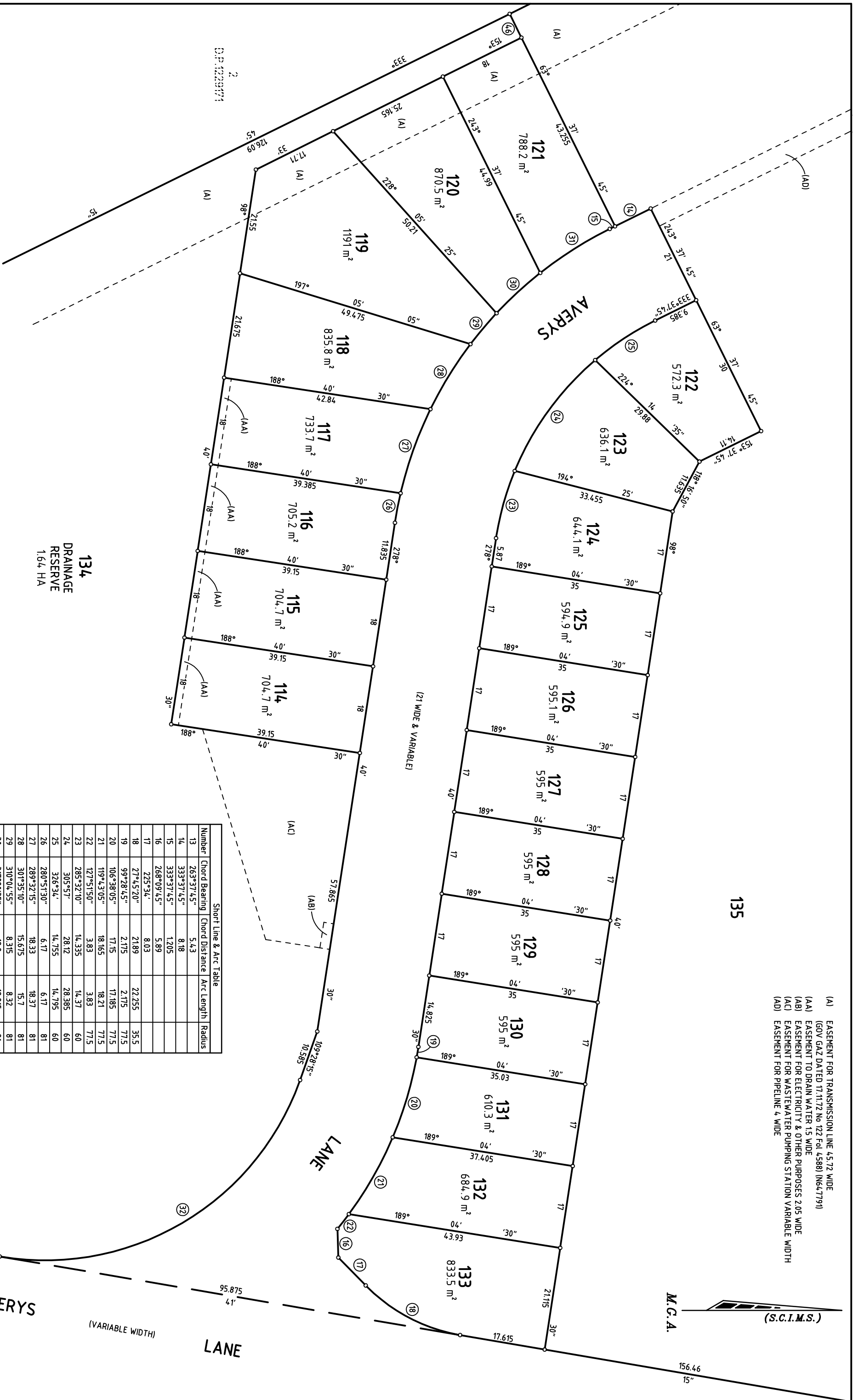
PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.



Short Line & Arc Table			
Number	Chord Bearing	Chord Distance	Arc Length
2	333°44'4.5"	29.16 P.O.	
3	9°04'30"	12.8 P.O.	
4	286°43'50"	31.96 P.O.	
5	324°04'15"	5.655 P.O.	
6	9°04'30"	40.29 P.O.	
7	279°04'30"	19.58 P.O.	
8	324°04'30"	5.655 P.O.	
9	9°04'30"	34.805 P.O.	
10	293°48'10"	4.94 P.O.	
11	8°56'	4.71 P.O.	
12	316°22'	45.54 P.O.	45.87 P.O.

SURVEYOR Name: NIGEL DELFS Date: 21/9/27 Reference: 21927		PLAN OF SUBDIVISION OF LOTS 1 & 2 D.P. 12514/05		LGA: CESSNOCK Locality: BUCHANAN Reduction Ratio 1:2000 Lengths are in metres.		REGISTERED		D.P.	
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PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

Number	Chord Bearing	Chord Distance	Arc Length	Radius
13	263°37'4.5"	5.43		
14	333°37'4.5"	8.18		
15	333°37'4.5"	1.205		
16	268°09'4.5"	5.89		
17	225°34'	8.03		
18	27°45'20"	21.89	22.255	35.5
19	99°28'4.5"	2.175	2.175	77.5
20	106°38'0.5"	17.15	17.185	77.5
21	119°43'0.5"	18.165	18.21	77.5
22	127°51'50"	3.83	3.83	77.5
23	285°32'10"	14.335	14.37	60
24	305°57'	28.12	28.385	60
25	326°34'	14.755	14.795	60
26	280°51'30"	6.17	6.17	81
27	289°32'15"	18.33	18.37	81
28	301°35'10"	15.675	15.7	81
29	310°04'55"	8.315	8.32	81
30	317°20'35"	12.2	12.215	81
31	327°38'4.5"	16.89	16.92	81
32	14.9°33'0.5"	71.525	77.725	55.5
46	243°37'4.5"	5.43		

SURVEYOR	NAME
	NIGEL DELFS
DATE	REFERENCE
	21927

PLAN OF SUBDIVISION OF LOTS 1 & 2 D.P. 12514/05

LGA:	CESSNOCK
LOCALITY:	BUCHANAN
REDUCTION RATIO 1:500	LENGTHS ARE IN METRES.

REGISTERED

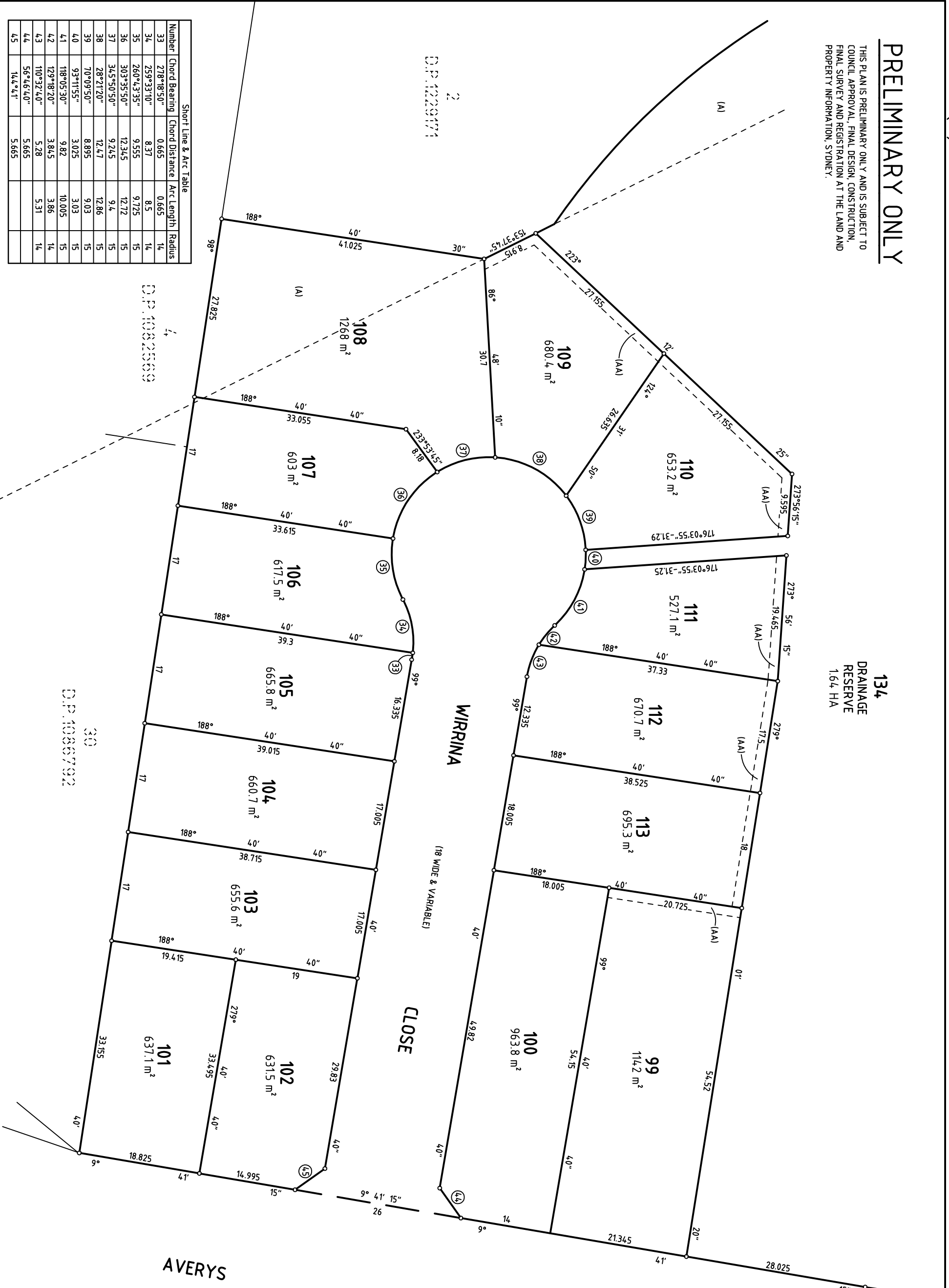
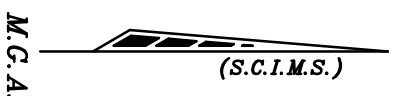
D.P.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

PRELIMINARY ONLY

THIS PLAN IS PRELIMINARY ONLY AND IS SUBJECT TO COUNCIL APPROVAL, FINAL DESIGN, CONSTRUCTION, FINAL SURVEY AND REGISTRATION AT THE LAND AND PROPERTY INFORMATION, SYDNEY.

134
DRAINAGE
RESERVE
164 HA



Short Line & Arc Table

Number	Chord Bearing	Chord Distance	Arc Length	Radius
33	278°18'50"	0.665	0.665	14
34	259°33'10"	8.37	8.5	14
35	260°43'35"	9.555	9.725	15
36	303°35'50"	12.345	12.72	15
37	345°50'50"	9.245	9.4	15
38	28°21'20"	12.47	12.86	15
39	70°09'50"	8.895	9.03	15
40	93°11'55"	3.025	3.03	15
41	118°05'30"	9.82	10.005	15
42	129°18'20"	3.845	3.86	14
43	110°32'40"	5.28	5.31	14
44	56°46'40"	5.665		
45	144°41'	5.665		

(A) EASEMENT FOR TRANSMISSION LINE 45.72 WIDE
(GOV GAZ DATED 17.11.72 NO 122 FOL 4588) (N64.7791)
(AA) EASEMENT TO DRAIN WATER 15 WIDE

SURVEYOR
Name: NIGEL DELFS
Date: 21/9/27

PLAN OF SUBDIVISION OF LOTS 1 & 2 D.P. 12514/05

LGA: CESSNOCK
Locality: BUCHANAN
Reduction Ratio 14:00
Lengths are in metres.

REGISTERED

D.P.

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

Full name and address of the owner of the land: **Buchanan Ridge Pty Ltd**
(A.C.N. 602 024 626)
of 1 Hartley Drive, Thornton

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, 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 to Drain Water 1.5 Wide (AA)	109 110 99 113 112 111 117 116 115 114	108 108,109 100 99,100 113,99,100 112,113,99,100 118 117,118 116,117,118 115,116,117,118
2	Easement for Electricity & Other Purposes 2.05 Wide (AB)	134	Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385
3	Easement for Wastewater Pumping Station Variable Width (AC)	134	Hunter Water Corporation ABN 46 228 513 446
4	Easement for Pipeline 4 Wide (AD)	135	Hunter Water Corporation ABN 46 228 513 446
5	Restrictions on the Use of Land	100 to 133 inclusive	Cessnock City Council

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 2 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

6	Restrictions on the Use of Land	100 to 133 inclusive	Every other lot except 134 & 135
7	Restrictions on the Use of Land	100,102,105,112,115,117,121,124,131 132	Every other lot except 134 & 135

Part 1A

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, 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	Right of Access Variable Width (vide D.P.1251405)	2/1251405	1/1251405
2	Easement for Services 4 Wide (vide D.P.1251405)	2/1251405	1/1251405

Part 2 (Terms)

1. Terms of the easement, profit a prendre, restriction, or positive covenant secondly referred to in the abovementioned plan.

An easement is created on the terms and conditions set out in memorandum registered AK980903. In this easement "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

2. Terms of the easement, profit a prendre, restriction, or positive covenant thirdly referred to in the abovementioned plan.

Full and free right title liberty and licence for Hunter Water Corporation its successors and assigns TO CONSTRUCT lay maintain repair renew cleanse inspect replace and alter or divert the position of a waste water pumping station, sewer mains or pipelines for the conveyance of sewage and water, cables or wires to convey electricity either overhead or underground or both with all apparatus and appurtenances thereof in or under the surface of such part of the land described hereinafter as is delineated in the abovementioned plan

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 3 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

(hereinafter called the servient tenement) and to carry and convey sewage through the said waste water pumping station and for the purposes aforesaid or any of them by its officers servants and or contractors with or without motor or other vehicles, plant and machinery to enter upon and break open the surface of the servient tenement and to deposit soil temporarily on the servient tenement but subject to a liability to replace the soil and restore the surface of the said servient tenement in a proper and workmanlike manner as soon as the operations are completed.

AND IT IS HEREBY DECLARED that no building shall be erected nor any structures fences or improvements of any kind shall be placed over or under that part of the lot burdened as is affected by the easement for waste water pumping station variable width delineated in the abovementioned plan except with the prior consent in writing of Hunter Water Corporation and except in compliance with any conditions which Hunter Water Corporation may specify in such consent.

3. Terms of the easement, profit a prendre, restriction, or positive covenant fourthly referred to in the abovementioned plan.

Part A

Definitions and interpretation

1 (a) The following terms have the following meanings:

Ancillary Works means works ancillary to the Pipeline whether above, on or below ground.

Authorised Users means Hunter Water's:

(i) agents;

(ii) employees;

(iii) successors and assigns which are authorised to carry out the functions under the *Hunter Water Act 1991*; and

(iv) All other Persons authorised to act on its or their behalf to do all things reasonably necessary or appropriate to carry out its functions under the *Hunter Water Act 1991*

Burdened Owner means the owner for the time being of the Lot Burdened and any Person having an estate or interest in the Lot Burdened.

Easement Site means that part of the Lot Burdened shown as easement for Pipeline on any plan registered with the New South Wales Department of Lands.

Hunter Water means the owner of the Pipeline and Ancillary Works, its successors and assigns.

Lot Burdened means the land over which the easement is granted.

Person includes a body corporate.

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 4 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

Pipeline(s) means a pipeline or pipelines for the conveyance of water, recycled water, effluent or sewage whether above, on or below the ground and all associated apparatus and equipment and any ancillary works.

Part B

Easement for Pipeline

2. Hunter Water and its Authorised Users may:

(a) Construct, lay, maintain, repair, renew, cleanse, inspect, replace, divert or alter the position of any Pipeline or any Ancillary Works in the Easement Site; and

(b) Convey or permit the conveyance of water, recycled water, effluent or sewage through the Pipeline within the Easement Site.

Part C

General provisions of easement

3. For the purpose of exercising its rights under this easement, Hunter Water and its Authorised Users, may:

(a) enter the Lot Burdened, with or without vehicles, plant and equipment, for any purpose permitted by this easement.

(b) do anything reasonably necessary to obtain access to and pass along to the Easement Site.

(c) do anything reasonably necessary for the exercise of Hunter Water's rights under this easement.

4. The Burdened Owner acknowledges that ownership of any Pipeline or other Ancillary Works located in the Easement Site remains with Hunter Water.

5. Hunter Water covenants with the Burdened Owner that:

(a) in exercising its rights under this easement, it will procure that as little damage as practicable is done to the Lot Burdened;

(b) it will procure that any damage caused to the surface of the Lot Burdened is restored as nearly as practicable to its original condition; and

(c) subject to its rights under this easement, it will procure that the Burdened Owner's reasonable use or occupation of the Lot Burdened is not impeded.

6. Subject to its foregoing rights under this easement, the Burdened Owner covenants with Hunter Water that it will not:

(a) do or allow anything which will interfere with, damage, or destroy the Pipeline or will interfere with the effective operation of the Pipeline or any Ancillary Work;

(b) obstruct Hunter Water in the exercise of its rights under this easement; or

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 5 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

(c) place any structures or improvements on the Easement Site without first seeking the consent in writing of Hunter Water which may be withheld in the absolute discretion of Hunter Water.

4. Terms of the easement, profit a prendre, restriction, or positive covenant fifthly referred to in the abovementioned plan.

- 1.1 No building or buildings intended for occupation for residential purposes shall be constructed or permitted to remain on a lot burdened unless constructed in accordance with Australian Standard AS2107-2000 "Acoustics – recommended design sound levels and reverberation times for building interiors" and Australian Standard AS3671-1989 "Acoustics – road traffic noise intrusion – building site and construction".
- 1.2 The proprietor of a lot burdened acknowledges that compliance with the Australian Standards may require the proprietor of the lot burdened to:-
 - (a) locate dwelling as far as possible from the noise source;
 - (b) minimise the size and number of windows facing the noise source;
 - (c) locate noise insensitive areas (such as kitchen, storage, laundry) towards the noise source;
 - (d) use construction techniques to minimise noise intrusion including but not limited to:-
 - i) sealing gaps around windows, doors, ceiling spaces and the like;
 - ii) using thick glass (or double glazing) where required;
 - iii) using solid core doors with appropriate door seals where required.
- 1.3 The person having the power to release, vary or modify this restriction is Cessnock City Council.

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 6 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

5. Terms of the easement, profit a prendre, restriction, or positive covenant sixthly referred to in the abovementioned plan.

Dwelling houses

1. No dwelling house may be erected or permitted to remain erected on any lot burdened having a total internal floor area of less than 140 m² exclusive of car accommodation, external landings and patios.
2. No dwelling house shall be erected or permitted to remain erected on any lot burdened having a roof of other than tiles (terracotta or cement) or non-reflective Colorbond. Untreated zincalume is prohibited.
3. No existing dwelling house or relocatable type dwelling or existing shed or relocatable type shed shall be partially or wholly moved to, placed on, re-erected, or permitted to remain on any lot burdened.

Fencing of common boundaries

4. No fence shall be erected or permitted to remain between the building line, as fixed by Cessnock Council and the adjoining public road that exceeds 1,200mm in height except on a corner lot where a fence 1,800mm in height is permitted up to and on the boundary of one of the public road frontages.
5. No fence shall be erected or permitted to remain on any boundary of the lot burdened with a painted or coated surface unless the painted or coated surface is a dark to medium dark colour.
6. No fence shall be erected on a lot burdened unless it is erected without expense to Buchanan Ridge Pty Limited, its successors and permitted assigns other than Purchasers on sale.

Prohibited activities

7. No obnoxious, noisy, or offensive occupation, trade or business shall be conducted or carried on any lot burdened.
8. No structure of a temporary character, basement, tent, shack, garage, trailer, camper, caravan, or any other building may be used at any time as residential accommodation on the lot burdened.
9. No temporary structure, caravan, camper or detached ancillary building may be permitted to remain erected on a lot burdened prior to the issue of an Occupation Certificate for the dwelling house erected on the lot burdened.
10. No motor truck, lorry or semi-trailer with a load carrying capacity exceeding 2.5 tonnes shall be parked or permitted to remain on any lot burdened unless the same is

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 7 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

being used in connection with the erection of a dwelling on the relevant lot burdened and only prior to occupation of the dwelling.

Acknowledgment of Covenants

11. The proprietor of a burdened lot acknowledges that prior to purchasing the subject lot they have made their own inquiries about the nature and effect of these covenants.
12. The proprietor of a burdened lot acknowledges that the burden of the covenants in this instrument run with the lot for the benefit of each other proprietor of a lot in a subdivision, excluding land which is not residential, and shall be enforceable against the proprietor of each and every lot from time to time so burdened.
13. The proprietor of each lot acknowledges that the covenants are separate from each other and if any covenant is declared invalid or unenforceable then the remaining restrictive covenants will not be affected, and each remaining covenant will be valid and enforceable to the full extent permitted by law.

Any release, variation or modification of these restrictions will be made and done in all respects at the cost and expense of the person or persons requesting same.

The name of the person having the power to release, vary or modify this Restriction on the use of land is Buchanan Ridge Pty Limited and if Buchanan Ridge Pty Limited no longer exists or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction

6. Terms of the easement, profit a prendre, restriction, or positive covenant seventhly referred to in the abovementioned plan.

1. For the purposes of this clause:
 - (a) "application" includes a development application and an application for a complying development certificate (as defined in the Environmental Planning and Assessment Act 1979); and
 - (b) "relevant approval body" includes the consent authority and an accredited certifier (as defined in the Environmental Planning and Assessment Act 1979).
2. Not more than one main residential dwelling shall be erected on any lot burdened.
3. Without limiting the subclause 2 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to construct more than one residential dwelling on the burdened lot.
4. The burdened lot must not be further subdivided.

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 8 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

5. Without limiting subclause 4 above, the owner of the burdened lot must not make any application, or consent to an application being made on its behalf, requesting consent from the relevant approval body to subdivide the burdened lot.

The name of the person having the power to release, vary or modify this Restriction on the use of land is Buchanan Ridge Pty Limited and if Buchanan Ridge Pty Limited no longer exists or is not the registered proprietor of the land comprised in the plan of subdivision then the person or persons for the time being the registered proprietor of land in the plan of subdivision within 50 metres of the lot burdened shall be empowered to release or vary the restriction

CESSNOCK CITY COUNCIL by its)
authorised delegate pursuant to s.377)
Local Government Act 1993)

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

Signature of delegate

Signature of Witness

Name of delegate (BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)

Address of Witness (BLOCK LETTERS)

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 9 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

Executed by **BUCHANAN RIDGE**)
PTY LIMITED (A.C.N. 602 024 626) in)
accordance with Section 127 of the Corporations Act:)

.....
Director
Print Name:

.....
Director
Print Name:

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 10 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

Certified correct for the purposes of the Real Property Act 1900 by the Prescribed Authority's attorneys who signed this dealing pursuant to the power of attorney specified.

Signed, sealed and delivered for

ERIC Alpha Asset Corporation 1 Pty Ltd ACN 612 974 044, ERIC Alpha Asset Corporation 2 Pty Ltd ACN 612 975 023, ERIC Alpha Asset Corporation 3 Pty Ltd ACN 612 975 032, ERIC Alpha Asset Corporation 4 Pty Ltd ACN 612 975 078 and Blue Asset Partner Pty Ltd ACN 615 217 493

on behalf of Alpha Distribution Ministerial Holding Corporation pursuant to s. 36 of the Electricity Network Assets (Authorised Transactions) Act 2015 by its attorneys under power of attorney registered book 4789 no. 978

sign here



Attorney

sign here



Attorney

print name

print name

Date electronic signature affixed

Date electronic signature affixed

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]

I certify that I am an eligible witness and that the Prescribed Authority's attorney signed this dealing in my presence. [See note* below]

Signature of Witness

Signature of Witness

print name

print name

print address

print address

Date electronic signature affixed

Date electronic signature affixed

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

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 11 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

Executed by **HUNTER WATER CORPORATION**
by its attorney

.....
Pursuant to Power of Attorney Book No.

Signed in my presence by its Attorney
who is personally known to me.

.....
Name of witness (BLOCK LETTERS)

.....
Signature of witness

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 12 of 12

Plan: Plan of Subdivision of Lots 1 & 2 D.P.1251405 covered by Subdivision Certificate Number

Mortgage under Mortgage No)
Signed at this day)
of 20 for National)
Australia Bank Limited ABN)
by)
its duly appointed Attorney under Power of)
Attorney No. Book)

.....
Signature of Witness/Bank Officer

.....
Signature of Attorney (Level Attorney)

.....
Print name of Witness/Bank Officer

.....
Address of Witness/Bank Officer

AS 3671—1989

Australian Standard[®]

**Acoustics—Road traffic noise
intrusion—Building siting and
construction**

This Australian Standard was prepared by Committee AV/5, Acoustics—Community Noise. It was approved on behalf of the Council of Standards Australia on 16 December 1988 and published on 10 April 1989.

The following interests are represented on Committee AV/5:

Association of Consulting Engineers, Australia
Australian Acoustical Society
Australian Environmental Council
Australian Institute of Health Surveyors
Australian Institute of Petroleum
Australian and New Zealand Pulp Industry Technical Association
Australian Road Research Board
Bureau of Steel Manufacturers of Australia
Department of Defence
Department of Occupational Health, Safety and Welfare, W.A.
Department of Transport and Communication
Institute of Marine Engineers
National Acoustic Laboratories
National Association of Australian State Road Authorities
National Building Technology Centre
Royal Australian Institute of Architects
Royal Australian Planning Institute

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Suggestions for improvements to Australian Standards, addressed to the head office of Standards Australia, are welcomed. Notification of any inaccuracy or ambiguity found in an Australian Standard should be made without delay in order that the matter may be investigated and appropriate action taken.

This Standard was issued in draft form for comment as DR 87252.

AS 3671—1989

Australian Standard®

**Acoustics—Road traffic noise
intrusion—Building siting and
construction**

First published as AS 3671—1989.

PUBLISHED BY STANDARDS AUSTRALIA
(STANDARDS ASSOCIATION OF AUSTRALIA)
1 THE CRESCENT, HOMEBUSH, NSW 2140

ISBN 0 7262 5514 9

PREFACE

This Standard was prepared by Standards Australia's Committee on Acoustics—Community Noise. It provides guidance to regional and local authorities, organizations, architects, and others associated with urban and regional planning and building production on the location and construction of new buildings in the areas near freeways, tollways, major roads, and national routes, and other roads carrying more than 2000 vehicles per day. It also provides guidance regarding the acoustical adequacy of existing buildings in areas near new or upgraded freeways, tollways, major roads, and national routes, and other roads carrying more than 2000 vehicles per day.

It is one of a series of Standards providing guidance for building siting and construction against noise intrusion from transportation sources. Other Standards in the series are AS 2021, *Acoustics—Aircraft noise intrusion—Building siting and construction*, and AS XXXX, *Acoustics—Railway noise intrusion—Building siting and construction**.

The extent of road traffic noise intrusion within a building depends substantially on the following factors:

- (a) The levels of noise produced by traffic on nearby roads. These levels may be measured at appropriate locations or predicted from knowledge of traffic flow rates and vehicle mix, see Section 2.
- (b) The location, orientation, and topography of the site relative to the direction of the road(s). For large sites, e.g. for schools, hospitals, or major residential or commercial developments, there may be significant differences in traffic noise levels at different locations, particularly after the planned development has taken place. In addition, significant topographical features may afford either shielding from or greater exposure to traffic noise. Purpose-built acoustic barriers may also be provided. Since such factors are site-specific they are not covered in detail in this Standard although they should be taken into account.
- (c) The type(s) of activity to be or being accommodated in and out of buildings. Recommended acceptable sound levels vary according to the type of activity. AS 2107, *Recommended design sound levels and reverberation times for building interiors*, includes a comprehensive list of such levels. A selection of these has been used to determine recommended construction categories for certain building types exposed to different traffic noise levels (see Appendix A).
- (d) The type(s) of layout, construction, and ventilation utilized. The layout of a building may in some cases be used to mitigate traffic noise intrusion, e.g. by placing kitchens, bathrooms, etc between noise-sensitive rooms such as bedrooms and the road. Since the planning of a building also depends on many additional factors and is unique to each case, this is not covered in this Standard. However, guidelines for the selection of suitable building elements for construction are included, (see Section 3). The predicted traffic noise reduction will be achieved only if windows, doors, and other openings are closed (in the relevant facades), thus alternative methods of providing ventilation must be provided for the rooms affected.

* In course of preparation.

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STANDARDS AUSTRALIA

Australian Standard

Acoustics—Road traffic noise intrusion—Building siting and construction

SECTION 1. SCOPE AND GENERAL

1.1 SCOPE. This Standard concerns the reduction of road traffic noise intrusion in buildings in areas near new or upgraded freeways, tollways, major roads, and national routes or other roads carrying more than 2000 vehicles per day; it may also be used to assess the acoustical adequacy of existing buildings in similar areas. It provides guidelines for determining the type of building construction necessary to achieve acceptable noise levels indoors, as recommended in AS 2107, for different types of activity.

NOTES:

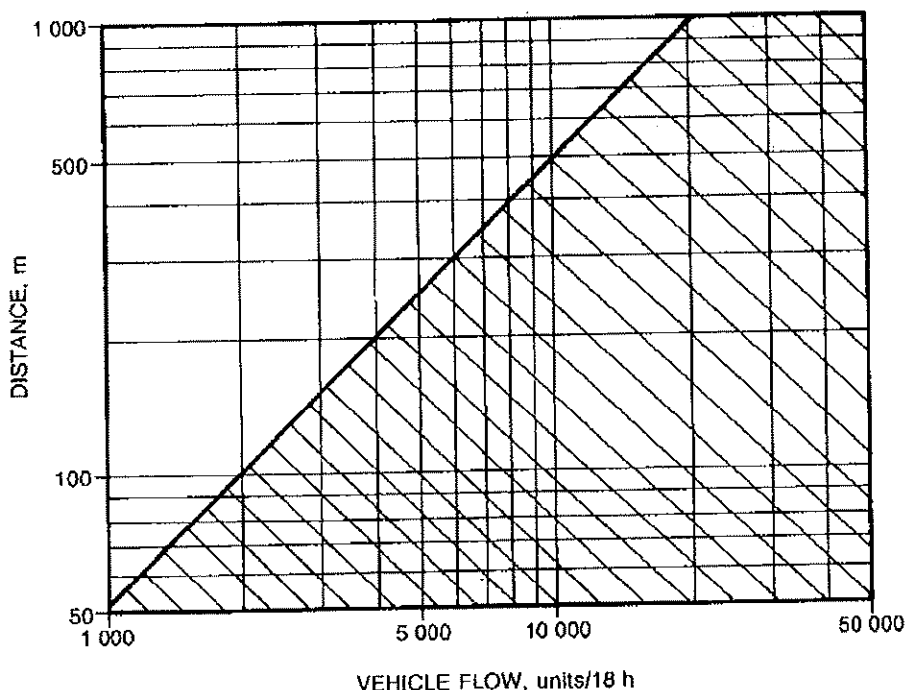
1. In cases where the required sound transmission losses of building components as calculated according to this Standard exceed those given in Appendix B, a special type of construction and design may be necessary to obtain an acceptable acoustic environment inside the building. Such buildings fall outside the scope of this Standard and specialist acoustic advice should always be obtained.
2. An example of the application of this Standard is given in Appendix D.

1.2 APPLICATION. Application of this Standard should be considered when a building site is located within certain distances from a road or roads depending on the traffic flow (see Figure 1.1).

However, these distances should be used only as guidelines to indicate that the recommendations contained in this Standard should apply. Consideration should also be given to future development and the time scale concerned.

NOTES:

1. The distances shown in Figure 1.1 are based on an indoor level $L_{A10(18 \text{ hour})}$ of 45 dB(A) in a building with natural ventilation. In most cases $L_{A10,T}$ is approximately equal to 3 dB above the $L_{Aeq,T}$.
2. In special circumstances the noise produced by the traffic may be found to be high even if the daily traffic flow is low. Such cases could arise where a road or roads have unusual traffic conditions (e.g. heavy vehicles to and from a quarry, or particularly bad road conditions). Steep gradients or elevated roads should be considered as special cases.
3. Traffic flow information may be obtainable from local and state government authorities.
4. This graph is valid only for line-of-sight propagation from the road to the building site. In some situations, building sites that are not in the direct line of sight or that are at greater distances than those shown may also be adversely affected by traffic noise.



NOTES:

1. Application of Standard should be considered within approximate distances on or below distance/flow line. (See shaded area of graph).
2. Graph is a guide only and is based on UK DoE (1975) algorithms.

FIGURE 1.1 APPROXIMATE DISTANCES OF BUILDING FROM TRAFFIC FLOW WITHIN WHICH APPLICATION OF THIS STANDARD SHOULD BE CONSIDERED

Section 2 gives guidelines for determining the road traffic noise exposure of a particular site.

Section 3 gives guidelines for determining the extent of noise reduction and type(s) of construction required for a particular building.

1.3 REFERENCED DOCUMENTS. The documents below are referred to in this Standard.

AS

1276 Methods for determination of sound transmission class and noise isolation class of building partitions

1633 Acoustics—Glossary of terms and related symbols

2021 Acoustics—Aircraft noise intrusion—Building siting and construction

2107 Acoustics—Recommended design sound levels and reverberation times for building interiors

2702 Acoustics—Methods for the measurement of road traffic noise

ISO

717 Acoustics—Rating of sound insulation in buildings and of building elements

717/3 Part 3: Airborne sound insulation of facade elements and facades

Calculation of Road Traffic Noise, Department of Environment, Welsh Office HMSO, London, 1975 and 1988.

ARR No 122 Evaluation of the UK DOE Traffic Noise Prediction Method. Australian Road Research Board, 1983

1.4 DEFINITIONS. For the purpose of this Standard, the definitions given in AS 1633 and those below apply.

1.4.1 Building envelope—the surface area comprising all the external walls and roof of the building under consideration.

NOTE: Windows, doors, and any exposed floors are considered part of the building envelope.

1.4.2 Exposed facade—the elevation or wall of a building facing the main noise source.

1.4.3 Equivalent continuous A-weighted sound pressure level ($L_{Aeq,T}$)—the value of the sound pressure level of a continuous steady sound that, within a specified time interval (T), has the same mean square sound pressure as a sound whose level varies with time, and is defined as—

$$L_{Aeq,T} = 10 \log_{10} \left(\frac{1}{t_2 - t_1} \int_{t_1}^{t_2} \frac{p^2}{p_0^2} dt \right)$$

where

$L_{Aeq,T}$ = equivalent continuous A-weighted sound pressure level, determined over a time interval (T) in hours, starting at t_1 and ending at t_2 , in decibels(A)

p_0 = reference sound pressure
= 20 μ Pa

p = instantaneous A-weighted sound pressure of the sound signal, in micropascals.

NOTE: In certain circumstances $L_{Aeq,T}$ may be estimated by representative samples of less than the stated measurement time interval.

Where discrete sampling methods are used, the value of $L_{Aeq,T}$ may be approximated as follows:

$$L_{Aeq,T} \approx 10 \log_{10} \left(\frac{1}{n} \sum_{i=1}^n f_i \times 10^{0.1L_{pAi}} \right)$$

where

L_{pAi} = A-weighted sound pressure level corresponding to the class-midpoint of the class i

f_i = time interval for which the A-weighted sound pressure level is within the limits of class i , expressed as a percentage of the relevant time.

NOTE: The class interval should not exceed 5 dB.

1.4.4 Percentile level ($L_{A\%T}$)—the A-weighted sound pressure level exceeded for a percentage of the total time period of interest (T) in hours, e.g. $L_{A5\%,1h}$.

NOTES:

1. Commonly used values of percentage for road traffic noise are 1, 10, 50, and 90.
2. Commonly used values of T for road traffic noise are 1, 18, and 24 h.
3. Where one representative sample only is taken in the time period (T), $L_{A\%T} = L_{A\%}$; where more than one sample is taken, the separate samples must be combined into one composite sample to determine $L_{A\%T}$.
4. In certain circumstances, $L_{A\%T}$ may be estimated by representative samples of less than the stated interval (T).

1.4.5 Derived descriptor $L_{A10(18 \text{ hour})}$ —the arithmetic average of the 18 individual $L_{A10,1h}$ values between 0600 hours and 2400 hours.

NOTE: This derived descriptor is found in the Calculation of Road Traffic Noise, Department of Environment, Welsh Office, HMSO, London, 1975 and 1988.

SECTION 2. DETERMINATION OF ROAD TRAFFIC NOISE EXPOSURE

2.1 GENERAL. This Section provides guidelines for measurement or prediction of road traffic noise levels, affecting different building sites.

Traffic flow volume and speed and vehicle mix have a significant effect on traffic noise levels; therefore, measured or predicted exposures must be related to the traffic and propagation conditions which are expected to apply through the reasonable planning horizon (approximately 10 years). In many cases this will mean that traffic flow and vehicle mix conditions used in noise exposure predictions will have to be estimated by growth rates from current conditions, and current measurements will have to be adjusted for changes in traffic flow and mix.

NOTE: Prediction of future traffic flow and vehicle mix should be sought from the appropriate road management and planning authority.

2.2 DETERMINATION OF TRAFFIC NOISE EXPOSURE OF A SITE.

2.2.1 General. Noise exposure levels can be measured or predicted. Where relevant and practicable, measurements are preferred.

2.2.2 Traffic noise descriptor. The traffic noise descriptor shall be chosen from one of the following:

$L_{A\%,T}$; $L_{Aeq,T}$; or $L_{A\%(18 \text{ hour})}$.

NOTES:

1. The choice of value for T including the period and the time of day must be relevant and will depend on the type of activity for which the building is designed. Commonly $L_{10(18 \text{ hour})}$ values are available from State Road Authorities,

however for some building types for example, for an office building or a school, T may be restricted to the period 0800 hours to 1800 hours; for a dwelling, T may take the value of 24 h.

2. If descriptors other than $L_{Aeq,T}$ are used, it will be necessary to add a conversion factor to enable reference to Appendix A. In many situations $L_{Aeq,T} = L_{A10,T} - 3\text{dB}(A)$.

2.2.3 Measurement of traffic noise exposure. Traffic noise level at a building site shall be measured in accordance with AS 2702.

NOTE: If significant changes in traffic flow and vehicle mix are expected, Clause 2.1 applies.

2.2.4 Prediction of traffic noise level. Prediction of traffic noise levels using the existing or predicted traffic flow and vehicle mix determined in accordance with Clause 2.1 shall be estimated in accordance with the method described in 'Calculation of Road Traffic Noise'. Any other method which may be used shall be fully described and its correlation in Australia with measured values shall be shown to have been validated.

NOTES:

1. The described method in 'Calculation of Road Traffic Noise (1975 or 1988)' may be used to determine $L_{A10,1h}$ and $L_{A10(18 \text{ hour})}$ and, after adjustments are made, to calculate $L_{Aeq,T}$.
2. The method requires adjustment for Australian conditions, details of which can be obtained from the Australian Road Research Board publication ARR No 122.

2.2.5 Noise exposure and location. The noise exposure shall be determined for each relevant location within a site.

SECTION 3. BUILDING CONSTRUCTION TO REDUCE ROAD TRAFFIC NOISE INTRUSION

3.1 GENERAL. This Section provides guidelines for the selection of building envelope construction required to achieve indoor sound levels recommended as satisfactory in AS 2107. Four categories of construction, determined by the amount of traffic noise reduction (*TNR*) expected, are identified.

3.2 DEFINITION OF CONSTRUCTION CATEGORY.

3.2.1 Category 1. Standard construction; openings, including open windows and doors may comprise up to 10% of the exposed facade. *TNR* of approximately 10 dB(A) is expected.

3.2.2 Category 2. Standard construction, except for lightweight elements such as fibrous cement or metal cladding or all-glass facades. Windows, doors and other openings must be closed. *TNR* of approximately 25 dB(A) is expected.

3.2.3 Category 3. Special construction, chosen in accordance with Clause 3.4. Windows, doors and other openings must be closed. *TNR* between 25 and 35 dB(A) is expected.

3.2.4 Category 4. *TNR* greater than 35 dB(A) is required; special acoustic advice should be sought.

3.3 DETERMINATION OF REQUIRED CONSTRUCTION CATEGORY. The indoor sound level, L_{Arec} , recommended as satisfactory for each building type/area, shall be determined from AS 2107 for the particular building under consideration. This level shall be compared with the traffic noise exposure level, $L_{Aeq,T}$ determined in accordance with Clause 2.2 to calculate the traffic noise reduction, *TNR*, and the required construction category as follows:

$$TNR = L_{Aeq,T} - L_{Arec} \text{ dB(A)}$$

If $TNR \leq 10$ dB(A) Category 1 applies

If $TNR > 10 \leq 25$ dB(A) Category 2 applies

If $TNR > 25 \leq 35$ dB(A) Category 3 applies

If $TNR > 35$ dB(A) Category 4 applies

Appendix A lists the construction categories applicable to a limited number of building activities exposed to different traffic noise levels.

NOTES:

1. In any one building several different activities and/or space types may be accommodated, e.g. offices, workshops and laboratories in an industrial building, this may necessitate the selection of different construction categories for the different spaces.
2. The time period, *T*, used for the determination of $L_{Aeq,T}$ should be relevant to the building activity or space type.
3. In some cases, the provision of barriers or fences of appropriate acoustical design may be used to reduce the traffic noise level at the building envelope.
4. For some buildings, such as dwellings and schools, outdoor activities are also important, and care should be taken that traffic noise levels in outdoor areas are not unacceptably high. Also, under most Australian climatic conditions natural ventilation is preferred for dwellings and educational buildings. Categories 2, 3 and 4 preclude the provision of natural ventilation in exposed envelope elements.
5. A cost penalty will be incurred when buildings fall within Categories 2, 3 or 4. Due recognition should be given to what

is acoustically desirable while recognizing practical financial limits.

6. For concert halls, theatres, studios, etc, an analysis of building noise reduction requirements should be made by an acoustic expert and any necessary noise control features included in the design of the buildings.

3.4 CONSTRUCTION REQUIREMENTS.

3.4.1 General.

3.4.1.1 Selection of components and methods. By reference to Clause 3.4.2, the building components and construction techniques with sufficient sound attenuation to provide the noise reduction determined therein shall be selected.

NOTE: Windows and doors are assumed shut throughout the application of the recommendations of this Clause. If windows and doors are to be opened for ventilation purposes, the traffic noise reduction in decibels(A) of the building envelope will be significantly reduced.

3.4.1.2 Consideration room by room. Various rooms in a building may require different indoor design sound levels and consequently different noise reductions (see Clause 3.1). In addition, their functions may require or permit them to have different area ratios for the four major classes of components listed in Clause 3.4.1.3. For these two reasons, the following recommendations should be applied separately to each room of a building.

3.4.1.3 Number of components (C). It is assumed that noise from traffic will usually enter a room only through the following components:

- (a) Ceiling, if no other rooms are between it and the roof of the building.
- (b) External wall(s).
- (c) Window(s).
- (d) External door(s).

To achieve the desired noise reduction for a room, it is necessary to select an adequate construction for each of the components present.

NOTES:

1. The procedure outlined in Clause 3.4.2 results in equal quantities of noise energy entering through each component present.
2. If more than one type of construction is used for any of the components (a) to (d), each type should be treated as an individual component.
3. If floors are elevated so that they are exposed in a way similar to the other components, they should be included and their construction selected in accordance with Clause 3.4.2.

3.4.1.4 Traffic noise attenuation (TNA_c) by building components. For the purpose of this Standard, the building component noise attenuation of a component (TNA_c) is defined as the reduction in traffic noise level, in decibels(A), between the level outside and the level inside a room that—

- (a) contains an equivalent absorption area numerically the same as the area of that component in the envelope of the room; and
- (b) is elsewhere bounded by components assumed to transmit negligible traffic noise.

The numerical value of the traffic noise attenuation of a component depends on both the spectral composition of traffic noise and the sound transmission loss of the component. If both these factors are known, the value of TNA_c can be calculated in accordance with Appendix C.

3.4.2 Determine traffic noise attenuation (TNA_c) required of each component.

3.4.2.1 General. This Clause (3.4.2) enables the determination of the attenuation (TNA_c) value required for each component of the room's envelope subject to the conditions that—

- the desired traffic noise reduction, in decibels(A), for the room will be achieved; and
- there will be an equal quantity of noise energy transmitted through each component (see Note 1 to Clause 3.4.1.3).

3.4.2.2 Determine number of components (C). By reference to Clause 3.4.1.3, the number of components (C) present in the external envelope of the room or the space is determined.

3.4.2.3 Determine the ceiling height (h) of the room. In many instances the ceiling height (h) will be between 2.4 m and 3.3 m, for which 3 m is a sufficiently accurate approximation.

3.4.2.4 Determine the area ratio (S_c/S_r) for each component. For each component present and for the floor of the room, the surface area is estimated to within an accuracy of ± 10 percent. Then for each component, the ratio of surface area (S_c) to that of the floor of the room (S_r) is determined, i.e. the area ratio will be S_c/S_r .

3.4.2.5 Estimate the reverberation time (T_{60}) of the room. For normally furnished and occupied living rooms and bedrooms, T_{60} will be approximately 0.5 s. Sparsely furnished and occupied rooms such as bathrooms, kitchens and corridors may have a T_{60} as long as 1 s.

NOTE: If a room is to be protected against intruding noise such as that from traffic, it is usually not desirable for it to have a reverberation time as long as 1 s. Sound-absorbent materials, such as carpets, drapes, soft furnishings or ceiling tiles, should be introduced to make the environment, when normally occupied, more like that of a typical living room. Exceptions to this may be buildings such as large auditoria and churches, in which longer reverberation times, e.g. 2 s, may be required.

In these cases, the value of T_{60} is usually known accurately or is predictable as a function of frequency, e.g. the value of T_{60} may be taken at 500 Hz or as the average from 100 Hz to 5000 Hz, and this value should be used in the application of Clause 3.4.2.5.

3.4.2.6 Determine the traffic noise attenuation (TNA_c) required of each component. The traffic noise attenuation required of each component to achieve the traffic noise reduction required (see Clause 3.1), is determined from the following equation:

$$TNA_c = TNR + 10 \log_{10} \left[(S_c/S_r) \times \frac{3}{h} \times 2T_{60} \times C \right]$$

where

TNA_c = the traffic noise attenuation required of the component, in decibels(A)

TNR = the traffic noise reduction, determined in Clause 3.3

R = traffic noise reduction, determined in Clause 3.1, in decibels(A)

S_c/S_r = area ratio of the component

h = ceiling height of room, in metres

T_{60} = reverberation time of room, in seconds

C = number of components.

NOTES:

- The above equation is based on an equal contribution of all components (see AS 2021).
- The attenuation of a building component will be significantly reduced as the angle of incidence deviates from normal incidence. This matter should be taken into account for the design of multiple storey buildings or buildings significantly elevated above the road.

3.4.3 Select components having the TNA required.

Sound transmission data for a small number of representative Australian components and constructions, obtained from published and unpublished literature, are provided in Appendix B together with titles of a number of publications suitable for the obtaining of further sound transmission data.

Most published sound transmission measurements for building components quote the sound transmission loss (STL) or sound reduction index (R) in each of a number of octave or one-third octave frequency bands. In addition, for each component, a derived single-number index is usually given, such as sound transmission class (STC) (see AS 1276) or weighted sound reduction index (R_w) (see ISO 717/3). Values for TNA_c are not quoted in such publications.

3.4.3.1 Select components having the TNA_c required. Either STC or R_w may be used as a guide to the selection of components able to provide a desired TNA_c value, provided that approximate allowance is made for the spectral composition of the noise as follows:

$$R_w \text{ (or } STC) \approx TNA_c + 6$$

3.4.3.2 Limitations of procedure. Most components identified as probably suitable by the procedure given in Clause 3.4.3.1 will actually provide TNA_c values within ± 3 dB of the value desired; errors of 5 dB will be rare. For buildings where errors of this magnitude can be tolerated, the selection of components may be made from those identified as providing TNA_c values equal to or greater than the values determined in Clause 3.4.2.

More accurate TNA_c values than those derived from STC or R_w values may be computed directly from sound transmission losses by the method given in Appendix C. This procedure should be adopted when greater confidence in the TNA_c values is required. However, the Note to Clause 3.4.2.6 still applies.

APPENDIX A

CONSTRUCTION CATEGORIES REQUIRED TO ACHIEVE INDOOR SOUND LEVELS RECOMMENDED AS SATISFACTORY IN AS 2107, FOR BUILDING SITES WITH DIFFERENT ROAD TRAFFIC NOISE LEVELS

(This Appendix forms an integral part of this Standard.)

Type of building	Traffic noise level ($L_{Aeq,T}$) dB(A)			
	Category 1	Category 2	Category 3	Category 4
Educational buildings (classrooms, libraries)	≤ 45	$>45 \leq 60$	$>60 \leq 75$	>75
Health buildings (wards)	≤ 40	$>40 \leq 55$	$>55 \leq 70$	>70
Industrial buildings (production areas, offices)	≤ 60	$>60 \leq 75$	$>75 \leq 85$	>85
Indoor sports buildings (gymnasiums, pools)	≤ 60	$>60 \leq 75$	$>75 \leq 85$	>85
Office buildings (conference rooms, offices)	≤ 40	$>40 \leq 55$	$>55 \leq 70$	>70
Public buildings (art galleries, cinemas)	≤ 50	$>50 \leq 65$	$>65 \leq 80$	>80
Residential buildings (private houses, hotels)	≤ 45	$>45 \leq 60$	$>60 \leq 75$	>75
Shop buildings (department stores)	≤ 60	$>60 \leq 75$	$>75 \leq 85$	>85

NOTES:

1. To determine the construction category for other types of building, see Clause 3.3.
2. For definitions of construction categories, see Clause 3.2.

APPENDIX B
GUIDE TO SOUND TRANSMISSION DATA ON BUILDING
COMPONENTS

(This Appendix does not form an integral part of this Standard.)

B1 GENERAL INFORMATION. Sound transmission data on some building components for roof/ceiling systems, external walls, and windows and doors, are given in Tables B1 to B4.

The data are laboratory measurements or are derived from laboratory measurements, and having been determined under idealized conditions, represent values which are unlikely to be attained in other circumstances. In buildings, the transmission properties will most likely be degraded because of imperfections in the detailing of the construction and in the actual construction, or because of the nature of the spaces. The extent of the degradation will of course be variable, but it implies that care in both the design and construction is particularly important for those parts of the building on which reliance is to be placed to lessen the intrusion of noise. Of vital significance in this regard is that the higher the transmission reduction potentially achievable by a sound barrier the greater is the propensity to its degradation by quite minor imperfections.

Although designs should be based on the premise that the transmission reductions listed in the tables will not be exceeded, the factors of safety to be allowed for application in the field can be difficult to estimate.

To calculate the overall transmission loss of a construction comprised of a number of components, the sound transmission losses must first be converted to a transmission coefficient (τ) from the following equation:

$$R_w \text{ (or } STC) = -10 \log_{10} \tau$$

The average transmission coefficient (τ_{av}) can then be calculated from the following equation:

$$\tau_{av} = \frac{\tau_1 s_1 + \tau_2 s_2 + \tau_3 s_3 + \dots + \tau_n s_n}{s_1 + s_2 + s_3 + \dots + s_n}$$

where s_1, s_2, s_3 , etc, are the areas of the individual components.

Overall $R_{w,av}$ is then determined by substitution in the first expression. Alternatively, the overall transmission may be determined from Figure B1 for construction consisting of two discrete components.

B2 EXAMPLES.

1. A brick wall with a high sound transmission loss of 45 dB and an area of 25 m² has gaps with a total area of 0.025 m² (representing, say, a crack only 5 mm wide extending for a distance of 5 m). On the assumption that the gap has zero transmission reduction, and since its area is 0.1 percent of the area of the wall, the effect is shown by Figure B1 to reduce the insulation of the wall by 15 dB to 30 dB. It can be seen also from Figure B1 that, with such an area of gaps, the resulting final sound insulation is no better than would be obtained from a wall with a lower initial transmission loss of 40 dB if it, too, had a similar size of crack.
2. A wall whose sound transmission loss is 45 dB contains a gasketed hollow-core door ($R_w = 17$), the area of which is 5 percent of the total area, and 6 mm fixed glazing ($R_w = 25$) with an area of 10 percent of the whole. The overall transmission properties of the construction can be estimated by applying Figure B1 in two stages, or by calculation. In the latter case, by converting the transmission losses to transmission coefficients, averaging these in proportion to the areas involved, and then converting the coefficients back, the transmission loss for the construction as a whole is found to be 29 dB.

TABLE B1
CEILING/ROOF SYSTEMS

Item number	R_w or STC range	Description of construction
1*	33 to 35	Pitched roof clad with tiles, or 0.5 mm corrugated galvanized iron or 6 mm corrugated cellulose-cement over 10 mm gypsum plasterboard
2*		Flat 0.6 mm galvanized steel tough roofing, attached to the same timber framework and about 150 mm above, the same ceilings as in Item 1
3*	36 to 38	As for Items 1 and 2, but with ceiling of two layers of gypsum plaster board
4*		Pitched tiled roof and ceiling as for Item 1, plus 2-sided aluminium foil over rafters
5*	39 to 41	As for Item 1, plus 50 mm 12 kg/m ³ glass fibre blanket between ceiling joists
6*		As for Item 2, plus 75 mm thick 85 kg/m ³ mineral wool batts, or 100 mm thick 45 kg/m ³ cellulose fibre fluff, between ceiling joists
7*	42 to 44	Flat 0.6 mm galvanized steel trough roofing, 50 mm above, and connected to, a ceiling of 50 mm thick gypsum plaster-filled woodwool slabs of density approximately 700 kg/m ³ ; interspaces filled with 50 mm thick 12 kg/m ³ glass fibre blanket
8*		As for Item 1, plus 75 mm thick 85 kg/m ³ mineral wool batts between ceiling joists
9*	45 to 47	As for Item 1, plus 100 mm thick 45 kg/m ³ cellulose fibre fluff between ceiling joists
10	48 to 50	Concrete slab 100 mm thick with or without integral waterproofing membranes or decorative ceiling finishes applied
11	51 to 53	As for Item 10, but 150 mm thick
12†	54 to 56	As for Item 10, plus resiliently suspended 10 mm gypsum plasterboard
13	57 to 59	As for Item 12, with 50 mm thick, 12 kg/m ³ glass fibre blanket laid on ceiling

* Roof space is assumed to have the casual ventilation typical of the jointing, capping, and guttering details used in normal construction.

† Value given for R_w is an estimation as test data are unavailable.

TABLE B2
EXTERNAL WALLS

Item number	R_w or STC range	Description of construction
1	33 to 35	Conventional timber stud-framed walls, clad externally with 9 mm thick timber or hardboards or flat cellulose-cement sheets, and internally with 10 mm thick plasterboard or 6 mm thick hardboard
2	36 to 38	As for Item 1, plus cavity filled with mineral wool, or weatherboards backed by 12 mm thick wood fibreboard
3		Cellulose board on one side and 10 mm plasterboard on the other side of 100 mm × 50 mm timber studs, overall thickness 115 mm, surface density 39 kg/m ²
4*	39 to 41	Conventional brick veneer construction, in which the wall space is ventilated by connection with subfloor vents; upper part of internal wall sheeting is exposed to, and penetrated by upper wall vents leading to, the eaves space
5*	42 to 44	Double-skin (cavity) clay brick wall, 270 mm thick in which the wall space is ventilated by connection with subfloor vents; upper part of internal wall sheeting is exposed to, and penetrated by upper wall vents leading to, the eaves space
6†	45 to 47	Single-skin, 150 mm thick masonry of hollow, dense concrete blocks, mortar joints laid to prevent moisture bridging
7	48 to 50	220 mm cavity brick wall of two leaves of 90 mm extruded perforated modular bricks with a 40 mm cavity, overall thickness 220 mm, surface density 310 kg/m ²
8		Single-leaf wall of 230 mm × 110 mm × 76 mm rendered 13 mm both sides, overall thickness 140 mm, surface density 230 kg/m ²
9		Poured dense concrete, 100 mm thick
10*		Brick veneer, with subfloor vents fitted with noise attenuators, upper wall vents eliminated, 8 mm thick cellulose-cement eaves boxing, 100 mm thick, glass fibre batts or blanket between studs to not less than the upper 400 mm
11*	51 to 53	Double-skin (cavity) clay brick wall, 270 mm thick, with subfloor vents fitted with noise attenuators
12	54 to 56	Brick veneer wall of 110 mm bricks, 100 mm × 50 mm studs and 10 mm plasterboard, overall thickness 270 mm, surface density 254 kg/m ²
13		Brick veneer wall as above but with 50 mm glass fibre insulation, overall thickness 270 mm, surface density 259 kg/m ²
14		230 mm solid double-leaf wall of clay bricks, 230 mm × 110 mm × 76 mm, overall thickness 230 mm, surface density 460 kg/m ²

* Value given for R is an estimation.

† This construction may not be permitted for dwellings in some local government areas.

NOTES:

1. Sound transmission data for external wall construction is not readily available. It is difficult to simulate field conditions in the laboratory, e.g. for ventilated cavity walls, and measurements in the field are complicated by the need to eliminate transmission through other components.
2. The above attenuation figures represent the ultimate potential of the attenuation of the type of construction described. Due allowance should be made for its degradation in the field.

TABLE B3
WINDOWS

Item no	R_w or STC range	Description of construction (Note 1)			
		Openable windows	Fixed windows		
			Single glazing	Double glazing	Triple glazing
1	24 to 26	6 mm horizontal sliding (16)	—	—	—
2	27 to 29	—	3 mm (8) 5 mm (13)	3 mm + 3 mm at 6 mm (16) (Sealed unit with metal spacer) 4 mm + 4 mm at 6 mm (20) (factory sealed unit)	—
3	30 to 32	7.5 mm + 6 mm at 13 mm in horizontally pivoted aluminium sash	3 mm (8) 4 mm (10) 6 mm (14) 6 mm patterned (15) 7 mm laminated (16) 10 mm patterned (25)	3 mm + 3 mm at 6 mm (16) 3 mm + 3 mm at 10 mm (16) 3 mm + 3 mm at 13 mm (16) 3 mm + 3 mm at 19 mm (16) 6 mm + 6 mm at 6 mm (30) 6 mm + 6 mm (30) 8 mm + 6 mm (33) } at 12 mm	3 mm + 3 mm + 3 mm at 3 mm (24) 3 mm + 3 mm + 3 mm at 6 mm (24)
4	33 to 35	6 mm + 5 mm at 70 mm in horizontally pivoted aluminium sash (28)	10 mm (24) 11 mm laminated (25) 13 mm (28) 14 mm laminated (29) 15 mm laminated (34) 17 mm laminated (41) 18 mm laminated (39)	7 mm laminated + 6 mm at 6 mm (30) 10 mm + 6 mm at 12 mm (40) (factory sealed unit) 5 mm + 5 mm at 25 mm (24) 3 mm + 3 mm at 19 mm (16) 4 mm + 4 mm at 10 mm (21) 4 mm + 4 mm at 13 mm (21) 4 mm + 4 mm at 19 mm (21) 6 mm + 6 mm at 10 mm (29) 3 mm + 3 mm at 19 mm (18) (2 sash) 3 mm + 3 mm at 25 mm (16) (2 sash) 3 mm + 3 mm (No airspace) (16) 3 mm + 3 mm (Oil film) (16) 3 mm + 3 mm at 3 mm (16)	3 mm + 3 mm + 3 mm at 10 mm and 3 mm (24) 3 mm + 3 mm + 3 mm at 10 mm (24)
5	36 to 68	—	16 mm laminated (37) (glazed in rubber in steel frame) 10 mm laminated (23) with metallic film (in aluminium frame)	6 mm + 5 mm (28) 6 mm + 6 mm (32) 10 mm + 6 mm (39) } at 25 mm 5 mm + 5 mm at 50 mm (24) 3 mm + 6 mm at 10 mm (22) 3 mm + 6 mm at 13 mm (22) 3 mm + 6 mm at 19 mm (22) 6 mm + 6 mm at 13 mm (29) 6 mm + 6 mm at 19 mm (29) 3 mm + 3 mm at 35 mm (16) (2 sash) 3 mm + 3 mm at 41 mm (16) (2 sash) 3 mm + 3 mm at 50 mm (16) (2 sash) 4 mm + 4 mm at 19 mm (21) (2 sash) 4 mm + 4 mm at 25 mm (21) (2 sash) 3 mm + 6 mm at 19 mm (23) (2 sash) 6 mm + 6 mm at 19 mm (29) (2 sash)	3 mm + 3 mm + 3 mm at 6 mm and 19 mm (24) (2 sash) 3 mm + 3 mm + 3 mm at 6 mm and 25 mm (24) (2 sash)

(continued)

TABLE B3
WINDOWS (continued)

Item no	R_w or STC range	Description of construction (Note 1)			
		Openable windows	Fixed windows		
			Single glazing	Double glazing	Triple glazing
6	39 to 41	5 mm + 6 mm at 44 mm rollover aluminium sash (28)	32 mm laminated (78)	12 mm + 5 mm (40) 14 mm + 5 mm (42) 10 mm + 10 mm (48) } at 25 mm	3 mm + 3 mm + 3 mm at 6 mm and 35 mm (2 sash) (24)
				6 mm + 5 mm (28) 6 mm + 6 mm (32) 7 mm + 5 mm (29) 10 mm + 5 mm (34) } at 50 mm	3 mm + 3 mm + 3 mm at 6 mm and 41 mm (2 sash) (24)
				5 mm + 5 mm at 76 mm (24)	3 mm + 3 mm + 3 mm at 6 mm and 50 mm (2 sash) (24)
				5 mm + 10 mm at 25 mm (32)	
				5 mm + 13 mm at 25 mm (44)	3 mm + 3 mm + 6 mm at 6 mm and 19 mm (2 sash) (31)
				3 mm + 3 mm at 63 mm (2 sash) (16)	
				4 mm + 4 mm at 35 mm (2 sash) (21)	3 mm + 3 mm + 6 mm at 6 mm and 19 mm (2 sash) (31)
				4 mm + 4 mm at 41 mm (2 sash) (21)	
				4 mm + 4 mm at 50 mm (2 sash) (21)	
				3 mm + 6 mm at 25 mm (2 sash) (21)	
				3 mm + 6 mm at 35 mm (2 sash) (23)	
				3 mm + 6 mm at 41 mm (2 sash) (23)	
				6 mm + 6 mm at 25 mm (2 sash) (29)	
				6 mm + 6 mm at 35 mm (2 sash) (29)	
				6 mm + 6 mm at 41 mm (2 sash) (29)	
				3 mm + 3 mm at 75 mm (2 sash) (16)	
				7	42 to 44
10 mm + 6 mm (39) 13 mm + 5 mm (41) 14 mm + 5 mm (42) 10 mm + 10 mm (48) } at 50 mm	3 mm + 3 mm + 6 mm at 6 mm and 35 mm (2 sash) (31)				
6 mm + 5 mm (28) 6 mm + 6 mm (32) 10 mm + 6 mm (39) 10 mm + 10 mm (48) 5 mm + 10 mm (32) } at 76 mm	3 mm + 3 mm + 6 mm at 6 mm and 41 mm (2 sash) (31)				
3 mm + 3 mm at 100 mm (absorbent cavity lining, 2 sash) (16)	3 mm + 3 mm + 6 mm at 6 mm and 50 mm (2 sash) (31)				
4 mm + 4 mm at 63 mm (2 sash) (21)					
4 mm + 4 mm at 100 mm (2 sash) (21)					
4 mm + 4 mm at 100 mm (absorbent cavity lining, 2 sash) (21)					
3 mm + 6 mm at 50 mm (2 sash) (23)					

(continued)

TABLE B3
WINDOWS (continued)

Item no	R_w or STC range	Description of construction (Note 1)			
		Openable windows	Fixed windows		
			Single glazing	Double glazing	Triple glazing
7	42 to 44			3 mm + 6 mm at 63 mm (23) (2 sash) 6 mm + 6 mm at 50 mm (29) (2 sash) 6 mm + 6 mm at 100 mm (29) (2 sash) 4 mm + 6 mm at 100 mm (25) (2 sash) 3 mm + 3 mm at 150 mm (16) (2 sash) 3 mm + 3 mm at 150 mm (16) (diagonal divider across cavity) 4 mm + 4 mm at 75 mm (16) (2 sash) 3 mm + 6 mm at 75 mm (21) (2 sash)	
8	45 to 47	—	—	14 mm + 11 mm at 50 mm (54) 4 mm + 4 mm at 6 mm (double glazed unit) + 32 mm at 50 mm (96) 10 mm + 6 mm (39) } 14 mm + 5 mm (42) } at 100 mm 15 mm + 5 mm (46) } 18 mm + 5 mm (52) } 4 mm + 4 mm at 6 mm (double glazed unit) + 7 mm at 75 mm (36) 7 mm + 5 mm at 200 mm (29) 5 mm + 10 mm at 76 mm (39) 3 mm + 3 mm + 3 mm at 6 mm and 100 mm (2 sash) (31) 10 mm + 18 mm at 50 mm (56) 10 mm + 13 mm at 76 mm (56) 3 mm + 6 mm at 100 mm (23) (2 sash) 3 mm + 6 mm at 100 mm (23) (absorbent cavity lining, 2 sash) 6 mm + 6 mm at 100 mm (29) (Absorbent cavity lining, 2 sash) 4 mm + 4 mm at 150 mm (21) (2 sash) 4 mm + 4 mm at 150 mm (21) (diagonal divider across cavity) 3 mm + 6 mm at 150 mm (23) (2 sash) 3 mm + 6 mm at 150 mm (23) (Diagonal divider across cavity) 6 mm + 6 mm at 75 mm (29) (2 sash) 6 mm + 6 mm at 150 mm (29) (2 sash) 6 mm + 6 mm at 150 mm (29) (diagonal divider across cavity)	
9	48 to 50	—	—	14 mm + 11 mm at 75 mm (54) 14 mm + 11 mm at 100 mm (54) 14 mm + 5 mm (42) } 14 mm + 11 mm (54) } at 150 mm 10 mm + 6 mm (39) } 14 mm + 5 mm (42) } at 200 mm 15 mm + 5 mm (46) } 18 mm + 5 mm (52) } 14 mm + 11 mm (54) }	

NOTES TO TABLE B3:

1. The figures in brackets denote the surface density of the single glazing or double glazing in kilograms per square metre. Variations occur, particularly in laminated glasses, depending on the thickness of glass and of interlayers.
2. The sound transmission properties of windows depends on the effectiveness of the seal around the glass and frame.
3. Glass is particularly susceptible to increased sound transmission at important frequencies which tends to limit the *STC* value despite increased mass. However, increased mass can improve its performance at other frequencies, notably at low ones.

TABLE B4
DOORS

Item number	<i>R_w</i> , or <i>STC</i> range	Description of construction
1	15	Hollow-core plywood door, no gasket
2	20	Hollow-core plywood door, rubber gasket around sides and top
3	27 to 29	Solid-core 35 mm thick plywood door, soft plastics gasket around sides and top, and drop seal at base
4	30 to 33	Solid-core 42 mm thick plywood door, soft plastics gasket around sides and top and drop seal at base

NOTE: The sound transmission loss of a door depends on the effectiveness of the gasket or seal around the door and jamb as well as its construction. (See Reference 5 in Paragraph B23.)

B3 REFERENCES. The following publications contain a large number of results of laboratory measurements of sound transmission by building components, including external components. It is not possible to list all articles published in journals or commercial brochures, many of which report data on only a small number of components.

1. BAZLEY, E.N. *The Airborne Sound Insulation of Partitions*, National Physical Laboratory, Her Majesty's Stationery Office, London, 1966.
2. BERANDT, R.D. and H.M., and WINZER, G.E. *Sound Insulation of Wall, Floor and Door Constructions*, NBS Monograph 77, 1964; Supplementary to Building Materials and Structures Report 144, 1955, U.S. Government Printing Office, Washington, D.C. 20402.
3. COOK, K.R. 'Sound Insulation of Domestic Roofing Systems', Part 3, *Applied Acoustics*, 13(4)313.
4. MARSH, J. *Airborne Sound Insulation of Glass*, Report No 4 Environmental Advisory Service, Pilkington Bros Limited, St Helens, U.K. Alternatively, as published in three parts in *Applied Acoustics*, 4(1)55, 4(2)131 and 4(3)175.
5. WESTON, E.T., BURGESS, M.A. and WHITLOCK, J.A. *Airborne Sound Transmission Through Elements of Buildings*, Technical Study No 48 of the Experimental Building Station, Department of Construction. Australian Government Publishing Service, Canberra, 1973.
6. *The Sound Insulation of Doors*, Technical Record TR52/75/402 of the Experimental Building Station, Department of Construction, P.O. Box 30, Chatswood, N.S.W. 2067.
7. *Sound Control Guide*, Data Sheet No 301-1, Hardboards Australia Limited, September 1970.

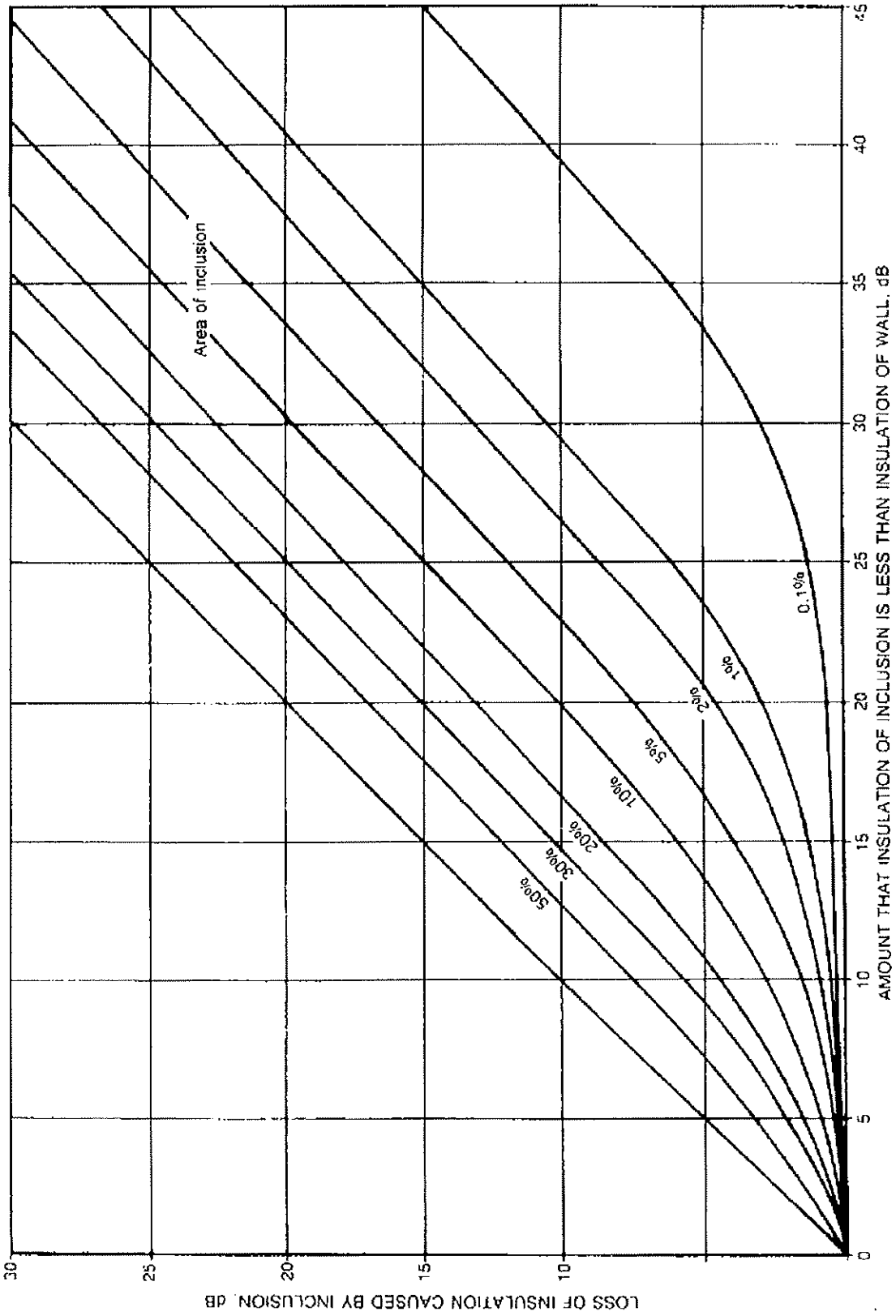


FIGURE B1 REDUCTION IN SOUND INSULATION CAUSED BY INCLUSION OF A DOOR OR WINDOW

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APPENDIX C
DIRECT COMPUTATION OF TNA_c
(This Appendix forms an integral part of this Standard.)

Where spectral data for the relevant road traffic noise and for the sound transmission loss or sound reduction index value for the component under consideration are both available, the TNA_c may be more accurately predicted from the following equation:

$$TNA_c = 10 \log_{10} \sum_{f_{\min}}^{f_{\max}} \text{antilog} \left(\frac{L_f + C_f}{10} \right) - 10 \log_{10} \sum_{f_{\min}}^{f_{\max}} \text{antilog} \left(\frac{L_f + C_f - R_f}{10} \right)$$

where

TNA_c = traffic noise attenuation that the component C of the particular form of construction under consideration will provide against noise having that spectrum, in decibels(A)

L_f = relative spectral level for the noise concerned, in the one-third octave band centred on frequency f

C_f = value of the A-weighting function at frequency f , as given in AS 1259, in decibels

R_f = value of the sound transmission loss (STL) or the sound reduction index (R) in the one-third octave band centred on frequency f , in decibels

f = the set of standard one-third octave band centre frequencies ranging from f_{\min} to f_{\max} corresponding to the range available in the published R_f data for component C

NOTE: It is desirable to use the frequency range 100 Hz to 5000 Hz, but it is not always possible to obtain STL or R data for the whole of this range.

APPENDIX D

EXAMPLE OF APPLICATION OF THIS STANDARD

(This Appendix does not form an integral part of this Standard.)

A single storey house is to be built on a site whose boundary is approximately 10 m from a road with an average traffic flow rate of 8000 vehicles per 18 h day.

Clause
No

- 1.2 From Figure 1.1 this site is within the distance from a traffic flow for which application of this Standard should be considered.
- 2.1 & 2.2 The traffic noise level at the building site has been measured and with allowances for facade reflection, the $L_{Aeq(18 \text{ hour})}$ level equals 64 dB(A). Using the method of predicting traffic noise described in 'Calculation of Road Traffic Noise' and assuming line-of-sight propagation over grassland to a facade located 20 m from the nearside kerb, 8000 vehicles per 18-hour day, a straight road, level gradient, traffic speed of 70 km/h and 10% heavy vehicles, $L_{A10(18 \text{ hour})} = 66$ dB(A), including facade reflection. This is equivalent to an $L_{Aeq(18 \text{ hour})}$ of $(66 - 3) = 63$ dB(A).
Since the measured level is higher than that predicted, use the measured level.
- 3.3 Determine the required construction category. Appendix A gives some guidance for certain building types. A residential building exposed to traffic noise level of 60 to 75 dB(A) requires a construction Category 3, thus the requirements of this Standard are applicable. Since the building is a house, AS 2107 gives different recommended ambient indoor sound levels for different rooms. If the house is in an outer suburb, the recommended levels are as follows: recreation areas, 30 to 40 dB(A), sleeping areas 25 to 30 dB(A), work areas 35 to 40 dB(A). In this example, consider a bedroom facing the road, with recommended level of 25 dB(A) indoors: $TNR = (64 - 25) = 39$ dB(A).
- 3.4 Determine the construction requirements for the bedroom.
- 3.4.1.2 The noise will enter the room through the ceiling, the external walls, and the windows. The bedroom is assumed to have two external walls and a window. The components of concern are the roof/ceiling, the walls, and the window.
- 3.4.2.2 The number of components, C , is 3.
- 3.4.2.3 The ceiling height of the room is 2.8 m (assume 3 m).
- 3.4.2.4 The dimensions of the bedroom, and the area ratios of the components to the floor area are as follows:

<i>Component</i>	<i>Dimensions</i>		<i>Area ratio</i> (S_i/S_f)
Ceiling (and floor)	4 m × 3.5 m	14 m ²	1.0
Windows	3 m × 1.5 m	3 m ²	0.21
External walls	(4 m + 3.5 m) × 2.8 m - 3 m ²	= 18.0 m ²	1.29

- 3.4.2.5 The reverberation time is assumed to be 0.5 s.
- 3.4.2.6 The traffic noise attenuation, TNA_c , required of each component is determined from the following equation:

$$TNA_c = R + 10 \log_{10}[(S_i/S_f) \times 3/h \times 2T_{60} \times C]$$

The values for the roof/ceiling, external walls and windows are as follows:

$$\begin{aligned} TNA_c \text{ roof/ceiling} &= 39 + 10 \log_{10}(1 \times 1 \times 2 \times 0.5 \times 3) \\ &= 44 \text{ dB(A)} \\ TNA_c \text{ external walls} &= 39 + 10 \log_{10}(1.29 \times 1 \times 2 \times 0.5 \times 3) \\ &= 45 \text{ dB(A)} \\ TNA_c \text{ windows} &= 39 + 10 \log_{10}(0.21 \times 1 \times 2 \times 0.5 \times 3) \\ &= 37 \text{ dB(A)}. \end{aligned}$$

3.4.3 Obtain suitable components from Appendix B

Ceiling/roof: Flat galvanised trough roofing with special details as for Item 7 or pitched roof clad with tiles with special details as for Item 8.

External walls: Special brick veneer construction, as for Item 10.

Windows: Double glazed windows as for Item 5.

It must be emphasized that natural ventilation will not be possible in this bedroom if the indoor design sound level is not to be exceeded. However, as the descriptor used was $L_{Acq(18 \text{ hour})}$ it is probable that the actual evening and night-time levels will be lower. In critical cases, $L_{A10,1h}$ or $L_{Acq,1h}$ for each of the relevant sleeping hours should be used to determine TNR in the above equation.

Australian/New Zealand Standard™

**Acoustics—Recommended design
sound levels and reverberation times
for building interiors**



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STANDARDS
NEW ZEALAND
PŌHANGA HAKAUPŌA

AS/NZS 2107:2000

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Australian Hearing
CSIRO Building, Construction and Engineering
Department of Public Works and Services, N.S.W.
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Australian/New Zealand Standard™

**Acoustics—Recommended design
sound levels and reverberation times
for building interiors**

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PREFACE

This Standard was prepared by the Joint Standards Australia/Standards New Zealand Committee AV-004, Acoustics, Architectural to supersede AS 2107—1987, *Acoustics—Recommended design sound levels and reverberation times for building interiors*.

The objectives of the revision are to update and expand guidance on design sound levels and to provide more extensive recommendations regarding reverberation times.

In previous editions of this Standard, the recommended design sound levels for different areas of occupancy in buildings listed in Table 1 were mostly given in terms of A-weighted decibels, dB(A). However, the recommended design sound levels for some public buildings, including auditoriums, conference centres, theatres and opera halls, were given in terms of noise rating (NR) numbers.

NR numbers are obtained by fitting a sound spectrum to a group of curves according to certain rules. The curves were proposed in 1969 by the International Standards Organization in an effort to combine the results of various methods of specifying acceptable noise levels over a wide range of activities. The NR curves were an attempt to broaden the application of the noise criteria (NC) rating system, which had been developed by Beranek in 1957. The NC system was developed specifically for commercial buildings and related the spectrum of the noise to the disturbance it caused to spoken communication.

Over the last few decades, the use of A-frequency weighted measurements for assessing the acceptability of noise has been generally adopted. In view of the continuing evolution and development of various noise rating and grading curves, NR numbers are not used in this edition.

For the purposes of this Standard, the word 'shall' refers to practices which are mandatory for compliance with this Standard. The word 'should' refers to practices which are advised or recommended. The term 'informative' has been used in this Standard to define the application of the appendix to which it applies. An 'informative' appendix is only for information and guidance. Similarly, the Notes in this Standard are of an advisory nature only to give explanation or guidance on recommended design considerations or technical procedures, or to provide an informative cross-reference to other documents or publications. Notes to clauses in this Standard do not form a mandatory part for compliance with this Standard.

Where the number of an IEC, ISO or New Zealand Standard is provided in brackets after an Australian Standard number, the IEC, ISO or New Zealand Standard applies to New Zealand only and the Australian Standard applies to Australia only.

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STANDARDS AUSTRALIA/STANDARDS NEW ZEALAND

Australian/New Zealand Standard**Acoustics—Recommended design sound levels and reverberation times
for building interiors**

1 SCOPE

This Standard recommends design criteria for conditions affecting the acoustic environment within occupied spaces. The ambient sound levels recommended take into account the function of the area(s) and apply to the sound level measured within the space unoccupied but ready for occupancy (see Note 1). The Standard is applicable to steady-state or quasi-steady-state sounds. The reverberation times recommended are for the occupied state of the enclosure.

This Standard also specifies methods of measuring the ambient sound level and reverberation time in occupied spaces in new and existing buildings.

NOTES:

- 1 The sound level during occupancy will usually be increased owing to the activities of the occupants.
- 2 Reverberation times for selected spaces (music studios, cabarets and theatre restaurants, and spaces for speech) are given in Appendix A. See also Clause 5.3.
- 3 Specialist acoustic advice should be sought for auditoriums or studios.

2 APPLICATION

This Standard is intended for use by designers of acoustic environments within occupied spaces in new and existing buildings. Design considerations include the selection and assessment of—

- (a) building materials and services used in these spaces;
- (b) building components that exclude noise external to the building (e.g. traffic noise, industrial noise); and
- (c) building components that exclude noise within the building (e.g. building services noise).

This Standard is not intended for use in evaluating occupancy noise.

This Standard is not intended for either the assessment or prescription of acceptable noise levels from transient or variable noises such as—

- (i) aircraft noise (see AS 2021 [NZS 6805]);
- (ii) construction noise such as jackhammers and pile-drivers (see AS 2436 [NZS 6803]);
- (iii) railway noise;
- (iv) crowd noise, e.g. from parades and sporting events; and
- (v) emergency vehicle audible warning devices.

NOTE: See Appendix B for guidance regarding sound level measurements to determine the compliance with specifications of noise levels of plant and equipment that have been used in occupied spaces.

3 REFERENCED DOCUMENTS

The following documents are referred to in this Standard:

AS

- 1259 Acoustics—Sound level meters
- 1259.1 Part 1: Non-integrating
- 1259.2 Part 2: Integrating—Averaging
- 1633 Acoustics—Glossary of terms and related symbols
- 2021 Acoustics—Aircraft noise intrusion—Building siting and construction
- 2436 Guide to noise control on construction, maintenance and demolition sites
- 2460 Acoustics—Measurement of reverberation time in enclosures
- 2659 Guide to the use of sound measuring equipment
- 2659.1 Part 1: Portable sound level meters
- 2659.2 Part 2: Portable equipment for integration of sound signals

AS/NZS

- 1269 Occupational noise management
- 1269.2 Part 2: Noise control management
- 1269.4 Part 4: Auditory assessment

ISO

- 3382 Acoustics—Measurement of the reverberation time of rooms with reference to other acoustical parameters

IEC

- 60050 International Electrotechnical Vocabulary
- 60050(801) Chapter 801: Acoustics and electroacoustics
- 60651 Sound level meters
- 60804 Integrating-averaging sound level meters

NZS

- 6803 Acoustics—Construction noise
- 6805 Airport noise management and land use planning

4 DEFINITIONS

For the purpose of this Standard, the definitions in AS 1633 (IEC 60050(801)) and those below apply.

4.1 A-weighted sound pressure level (L_A)

The level of the frequency-weighted sound pressure, as determined by an integrating-averaging sound level meter complying with AS 1259.2 (IEC 60804) or a time-weighting sound level meter complying with AS 1259.1 (IEC 60651).

4.2 Equivalent continuous A-weighted sound pressure level (L_{Aeq})

The value of the A-weighted sound pressure level of a continuous steady sound that, within the measurement time interval, has the same mean square sound pressure as a sound under consideration whose level varies with time.

4.3 Maximum design sound level

The level of noise above which most people occupying the space start to become dissatisfied with the level of noise.

4.4 Reverberation time (T)

Of an enclosure, for a sound of a given frequency or frequency band, the time that would be required for the reverberantly decaying sound pressure level in the enclosure to decrease by 60 decibels.

4.5 Satisfactory design sound level

The level of noise that has been found to be acceptable by most people for the environment in question and also to be not intrusive.

5 RECOMMENDED DESIGN SOUND LEVELS AND REVERBERATION TIMES

5.1 Design sound levels for different areas of occupancy in buildings

The recommended design sound levels for different occupancy activities are given in Table 1; the first value is the satisfactory design sound level (see Clause 4.5) and the second value the maximum design sound level (see Clause 4.3). The levels are given as equivalent continuous A-weighted sound pressure levels measured in decibels.

NOTES:

- 1 For airconditioning or plant noise with excessive low frequency energy due to turbulence (rumble), significant annoyance can arise even when the A-weighted sound pressure level is below the recommended value.
- 2 The level of ambient sound may affect speech communication or, in extreme conditions, the effectiveness of a public address system. Control of the ambient sound level is required to achieve good communications. On the other hand, spaces such as offices and restaurants may benefit from some continuous ambient sound, which may assist in providing privacy between adjacent groups of people or in reducing distraction where people are concentrating on some particular task.

5.2 Design sound levels and expectations of quality

The design sound levels given in Table 1 are not necessarily appropriate in all circumstances. In particular, lower noise levels may be appropriate in quiet environments or where expectations of quality are high. For example, lower design sound levels than those given as satisfactory in Table 1 may be preferred for luxury hotels and apartments. However, additional costs will be incurred in achieving sufficient sound attenuation between spaces for acoustic privacy requirements. For each 5 dB reduction in the ambient sound level, 5 dB must be added to the overall sound isolation performance of the dividing elements to maintain the same level of privacy. There could also be additional costs associated with the provision of quieter building services.

5.3 Design reverberation times for different areas of occupancy in buildings

The optimum reverberation time for a particular space is dependent on the room volume. Where the room volume for a particular occupancy or activity is relatively standard, the recommended reverberation times are given in Table 1. These recommended times are referred to the medium frequencies (e.g. 500 Hz or 1000 Hz). It is generally considered acceptable in large volumes to have some increase in reverberation time towards the low frequencies. For large volumes, the recommended reverberation times assume two-thirds occupancy. For small volumes, it may be more suitable to make reverberation time independent of frequency.

NOTE: Where the room volume for the particular occupancy/activity can vary greatly, reference should be made to Appendix A.

Where the control of reverberation in spaces is carried out for noise control purposes, the reverberation time should be minimized as far as practicable unless the designers of the space intend to provide a particular acoustic ambience.

NOTE: The location of sound-absorbing surfaces and sound-reflecting surfaces required to achieve the design reverberation time is important.

TABLE 1
RECOMMENDED DESIGN SOUND LEVELS FOR DIFFERENT AREAS OF
OCCUPANCY IN BUILDINGS

Type of occupancy/activity	Recommended design sound level, L_{Aeq} , dB(A)		Recommended reverberation time (T), s
	Satisfactory	Maximum	
I EDUCATIONAL BUILDINGS			
Art/craft studios	40	45	0.6 to 0.8
Assembly halls up to 250 seats	30	40	Curve 1*
Assembly halls over 250 seats	30	35	0.6 to 0.8
Audio-visual areas	35	45	0.6 to 0.8
Computer rooms—			
Teaching	40	45	0.4 to 0.6
Laboratories	45	50	0.4 to 0.6
Conference rooms	35	40	0.6 to 0.7
Corridors and lobbies	45	50	0.6 to 0.8
Drama studios	35	40	See Note 2
Duplicating rooms/stores	45	50	0.6 to 0.8
Engineering workshops	50	60	See Note 3
Gymnasiums	45	55	See Note 2
Interview/counselling rooms	40	45	0.3 to 0.6
Laboratories—			
Teaching	35	45	0.5 to 0.7
Working	40	50	0.6 to 0.8
Lecture rooms up to 50 seats	30	35	Curve 1*
Lecture theatres—			
Without speech reinforcement	30	35	Curve 1*
With speech reinforcement	35	45	Curve 1*
Libraries—			
General areas	40	50	0.4 to 0.6
Reading areas	40	45	0.4 to 0.6
Stack areas	45	50	See Note 3
Manual arts workshops	40	45	See Note 3
Medical rooms (First Aid)	40	45	0.6 to 0.8
Music practice rooms	40	45	0.7 to 0.9
Music studios	30	35	Curve 2*
Office areas	40	45	0.4 to 0.6
Professional and administrative offices	35	40	0.6 to 0.8
Teaching spaces—			
Primary schools	35	45	0.4 to 0.5 See Note 4
Secondary schools	35	45	0.5 to 0.6 See Note 4

* See Appendix A.

(continued)

TABLE 1 (continued)

Type of occupancy/activity	Recommended design sound level, L_{Aeq} , dB(A)		Recommended reverberation time (T), s
	Satisfactory	Maximum	
Staff common rooms	40	45	0.4 to 0.6
Toilet/change/showers	45	55	—
2 HEALTH BUILDINGS			
Audiological test rooms	See AS/NZS 1269.4	See AS/NZS 1269.4	See Note 5
Casualty areas	40	45	0.4 to 0.6
Corridors and lobby spaces	40	50	0.4 to 0.6
Consulting rooms	40	45	0.4 to 0.6
Delivery suites	45	50	0.4 to 0.6
Dental clinics	40	45	0.4 to 0.6
Geriatric rehabilitation	40	45	0.4 to 0.6
Intensive care wards	40	45	0.4 to 0.6
Kitchens, sterilizing and service areas	50	55	0.6 to 0.8
Laboratories	45	50	0.4 to 0.7
Nurses' stations	40	45	0.4 to 0.7
Office areas	40	45	0.4 to 0.7
Operating theatres	40	45	See Note 5
Pharmacies	45	50	0.4 to 0.6
Sterilizing areas in operating theatres	40	45	See Note 5
Surgeries	40	45	0.4 to 0.7
Wards	35	40	0.4 to 0.7
Waiting rooms, reception areas	40	50	0.4 to 0.7
3 INDUSTRIAL BUILDINGS			
Assembly lines—			
Light machinery	55	70	See Note 3
Packaging and delivery	55	60	See Note 3
Control rooms	50	60	0.4 to 0.7
Foremen's offices	45	50	0.4 to 0.7
Industrial processing or manufacturing	See Note 6	See Note 6	See Note 3
Laboratories or test areas	40	50	See Note 3
Lunch rooms	40	55	See Note 3
Precision assemblies	40	50	See Note 3
Sick bays	40	50	See Note 3
4 INDOOR SPORTS BUILDINGS			
Billiard and snooker rooms	40	45	See Note 3
All other indoor sports—			
With coaching	45	50	See Note 3
Without coaching	50	55	See Note 3

(continued)

TABLE 1 (continued)

Type of occupancy/activity	Recommended design sound level, L_{Aeq} , dB(A)		Recommended reverberation time (T), s
	Satisfactory	Maximum	
5 OFFICE BUILDINGS			
Board and conference rooms	30	40	0.6 to 0.8
Cafeterias	45	50	See Note 3
Call centres	40	45	0.1 to 0.4
Computer rooms	45	50	See Note 3
Corridors and lobbies	45	50	0.4 to 0.6
Design offices	40	45	0.4 to 0.6
Draughting offices	40	50	0.4 to 0.6
General office areas	40	45	0.4 to 0.6
Private offices	35	40	0.6 to 0.8
Public spaces	40	50	0.5 to 1.0
Reception areas	40	45	See Note 3
Rest rooms and tea rooms	40	45	0.4 to 0.6
Toilets	50	55	—
Undercover carparks	55	65	—
6 PUBLIC BUILDINGS			
Airport terminals—			
Departure lounges	45	55	See Note 3
Luggage despatch and collection areas	45	55	See Note 3
Passenger check-in areas	45	50	See Note 3
Art galleries	40	45	See Note 3
Auditoriums—			
Cabarets and theatre restaurants	35	40	Curve 3*
Concert and recital halls	See Note 5	See Note 5	See Note 5
Conference and convention centres—			
Without sound reinforcement—			
Up to 50 persons	35	40	Curve 1*
From 50 to 250 persons	30	35	Curve 1*
With sound reinforcement	35	45	Curve 1*
Drama theatres (see Notes 5 and 8)	25	30	Curve 1*
Exhibition areas	40	50	See Note 3
Cinemas (see Notes 5 and 8)	30	35	Curve 1*
Opera halls	See Note 5	See Note 5	See Note 5
Theatres for operetta and musical plays	See Note 5	See Note 5	See Note 5

* See Appendix A.

(continued)

TABLE 1 (continued)

Type of occupancy/activity	Recommended design sound level, L_{Aeq} , dB(A)		Recommended reverberation time (T), s
	Satisfactory	Maximum	
Places of worship—			
Without speech amplification system	30	35	See Note 5
With speech amplification system	35	40	See Note 5
Municipal buildings—			
Administrative offices	35	40	0.6 to 0.8
General offices	40	45	0.4 to 0.6
Public spaces	40	50	0.4 to 0.6
Council chambers—			
Without speech amplification system	30	35	Curve 1*
With speech amplification system	35	40	Curve 1*
Courts—			
Court rooms	25	35	Curve 1*
Court reporting and transcript areas	35	40	0.6 to 0.8
Judges' chambers	35	40	0.4 to 0.6
Legal and interview rooms	40	45	0.6 to 0.8
Waiting areas	40	50	See Note 3
Libraries—			
Administrative office spaces	40	45	0.6 to 0.8
Reading areas	40	45	0.4 to 0.6
Stack areas	45	50	See Note 3
Workshop areas	45	55	0.4 to 0.6
Museums (exhibition spaces)	40	45	See Note 3
Parking stations (carpark areas)	55	65	—
Post offices and general banking areas	45	50	0.6 to 0.8
Corridors and lobbies	45	50	0.6 to 0.8
Railway and bus terminals—			
Ticket sales areas	45	50	See Note 3
Waiting areas	45	55	See Note 3
Restaurants and cafeterias—			
Cafeterias and food courts	45	55	See Note 3
Coffee bars	45	50	<1.0
Restaurants	45	50	<1.0

* See Appendix A.

(continued)

TABLE 1 (continued)

Type of occupancy/activity	Recommended design sound level, L_{Aeq} , dB(A)		Recommended reverberation time (T), s
	Satisfactory	Maximum	
7 RESIDENTIAL BUILDINGS (see Note 7 and Clause 5.2)			
Houses in areas with negligible transportation—			
Sleeping areas	25	30	—
Houses and apartments near minor roads—			
Living areas	30	40	—
Sleeping areas	30	35	—
Work areas	35	40	—
Apartment common areas (e.g. foyer, lift lobby)	45	55	See Note 3
Houses and apartments near major roads—			
Living areas	35	45	—
Sleeping areas	30	40	—
Work areas	35	45	—
Apartment common areas (e.g. foyer, lift lobby)	45	55	See Note 3
Hotels and motels—			
Bars and lounges	45	50	See Note 3
Conference areas—			
Without sound reinforcement—			
Up to 50 persons	35	40	Curve 1*
From 50 to 250 persons	30	35	Curve 1*
With sound reinforcement	35	45	Curve 1*
Dining rooms	40	45	<1.0
Enclosed carparks	55	65	—
Foyers and recreation areas	45	50	See Note 3
Kitchen, laundry and maintenance areas	45	55	—
Sleeping areas—			
Hotels and motels near minor roads	30	35	—
Hotels and motels near major roads	35	40	—
Washrooms and toilets	45	55	—
Hostels, residential halls and barracks—			
Cafeterias	45	50	<1.0
Common rooms	40	45	<1.0

* See Appendix A.

(continued)

TABLE 1 (continued)

Type of occupancy/activity	Recommended design sound level, L_{Aeq} , dB(A)		Recommended reverberation time (T), s
	Satisfactory	Maximum	
Games rooms	45	50	<1.0
Kitchens and service areas	45	55	—
Sleeping areas—			
Hostels, residential halls and barracks near minor roads	30	35	—
Hostels, residential halls and barracks near major roads	35	40	—
Retirement homes/villages	See Houses and apartments; Hostels; and Clause 5.2		
8 SHOP BUILDINGS			
Department stores—			
Main floor	50	55	See Note 3
Upper floor	45	50	See Note 3
Enclosed car parks	55	65	—
Show rooms	45	50	See Note 3
Small retail stores (general)	45	50	See Note 3
Speciality shops (where detailed discussion is necessary in transactions)	40	45	See Note 3
Supermarkets	50	55	See Note 3
Shopping malls	45	55	See Note 3
9 STUDIO BUILDINGS (see Notes 8 and 9)			
Drama studios	20	30	Curve 1*
Film or television studios	25	30	0.3 to 0.7
Music recording studios	20	25	Curve 2*
Sound stages	20	25	See Note 3
Talks studios	25	30	0.3 to 0.4

* See Appendix A

NOTES:

- 1 The recommended design sound levels are for a fully fitted out and completed building. Attention is drawn to the additive noise effect of many machines within the same area and adjacent areas. Allowance for the total number and type of noise sources should therefore be made in the selection of equipment and in the design of building spaces. A building owner or developer may consider an allowance of 3–5 dB(A) to be appropriate.
- 2 Recommended reverberation time is 10 percent to 20 percent higher than Curve 1 of Appendix A.
- 3 Reverberation time should be minimized as far as practicable for noise control.
- 4 Certain teaching spaces, including those intended for students with learning difficulties and students with English as a second language, should have reverberation times at the lower end of the specified range.
- 5 Specialist advice should be sought for these spaces.
- 6 A very wide range of noise levels can occur in the occupied state in spaces housing manufacturing processes, and the levels are primarily subject to control as part of a noise management program (see AS/NZS 1269.2). The possibilities for segregating very noisy processes from quieter ones by partitioning vary between particular industries and plants. For reasons such as these, it is difficult to make generalized

recommendations for desirable, or even maximum, design levels for the unoccupied state, but one guiding principle may still be observed—when the activity in one area of a manufacturing plant is halted, it is desirable that the local level should if possible drop to 70 dB(A) or lower to permit speech communication without undue effort.

- 7 In situations where traffic noise levels may vary widely over a 24-hour period, measurements to assess compliance with this Standard should be taken at the relevant time and for an appropriate measurement period according to the area of occupancy or activity in the building. Where traffic noise fluctuates rapidly with the passage of individual vehicles, the community reaction may not correlate well with the equivalent continuous noise level as measured.
- 8 The overall sound pressure level in dB(A) should conform to the recommended design sound level given in Table 1. In these spaces, a balanced sound pressure level across the full frequency range is essential. These spaces should therefore be evaluated in octave bands across the full frequency spectrum. The recommended maximum sound pressure levels for the individual octave bands corresponding to the overall dB(A) value are given in Appendix C.
- 9 In spaces in which high quality sound recordings are to be made, the levels set for low frequency octave bands should not be exceeded (see Appendix C). Subsequent replay of the recordings may cause an amplification of the ambient sound resulting in an overemphasis of its low-frequency components. Specialist advice should always be sought when these spaces are being designed. In some circumstances, for purposes of very high quality recording, lower levels than those specified in Table 1 may be required.

6 METHOD OF MEASUREMENT

6.1 Measurement of ambient sound level

6.1.1 General

The measurement procedures specified in Clause 6 provide a means whereby the achievement of design goals can be checked in a completed and fully fitted building. The L_{Aeq} measurements shall be taken with the space unoccupied but ready for occupancy and for a sufficiently long period to characterize the effects of the sound source. The measuring instrument shall be used in accordance with AS 2659 or comparable International Standards. The sound level meter shall be shown to comply with AS 1259.2 (IEC 60804).

NOTES:

- 1 Compliance with the recommended design levels can be checked in a building that has not been fitted out provided due regard is given to any equipment and furnishing that may be included in the use of the given spaces at a later date.
- 2 In many cases where there is not a great variation in noise levels, a measurement time of 60 seconds may be appropriate.

6.1.2 Operating conditions of the building

The operating conditions of the building, and of different spaces within the building as appropriate, shall be established according to the intent of the measurement. They may include, but are not limited to, any one or combination of the following:

- (a) Windows and doors open or closed.
- (b) Ventilation fans on or off.
- (c) Chillers, compressors and pumps on or off.
- (d) Taps on or off.
- (e) Industry operating or not operating.
- (f) Neighbouring spaces in the building occupied with normal activities in operation.
- (g) Any other conditions that may reasonably be expected to influence any noise measurements.

6.1.3 *Measurement locations*

Measurements should be taken at the expected occupancy position(s) in the space.

6.1.4 *Time at which measurement is taken*

In situations where traffic (or other) noise levels may vary widely over a 24-hour period, measurements to assess compliance with this Standard should be taken at the relevant time according to the area of occupancy or activity in the building.

6.1.5 *Calibration*

All component parts of the measuring system shall be calibrated over their full frequency and dynamic ranges in accordance with AS 1259.1 (IEC 60651) or AS 1259.2 (IEC 60804) as appropriate.

6.1.6 *Field checks*

The performance of the instrumentation shall be checked periodically with a portable calibrator or other portable checking device appropriate to the sound level meter or other instrumentation system, and immediately before and after measurements are made. For extended measurement periods, ideally these checks should be repeated at least four times during an entire day; however, the lapse of time between checks will depend on the type of instrumentation and its reliability. In all cases, the operating instructions for the instrument shall be followed carefully. If the instrumentation system registers a discrepancy greater than 1 dB between consecutive checks, any measurements in the interval between two checks shall be considered invalid.

NOTES:

- 1 The portable calibrator used to check the performance of the instrument should itself be checked for its stated accuracy at certain time intervals, e.g. annually, or at least every 2 years. For New Zealand only, instrument checks should be conducted annually.
- 2 See also requirements for calibration in AS 2659, Parts 1 and 2 or comparable International Standards.

6.1.7 *Narrow band signals*

The presence of discrete frequencies or narrow band signals may cause the sound level to vary spatially within a particular area. Where this occurs, the sound level shall be determined as the highest level measured in the occupied location(s).

If tonal components are significant characteristics of the sound within a measurement time interval, an adjustment shall be applied for that time interval to the measured A-weighted sound pressure level. The value of this adjustment shall be stated. A procedure based on one-third octave band analysis is recommended for determining the tonal adjustment.

NOTES:

- 1 Prominent discrete tones and narrow band signals are considered undesirable as part of the ambient sound level. Care should be taken in the selection of mechanical plant, electrical equipment, etc. to prevent the presence of pure tones or narrow band signals in the sound emitted by that equipment.
- 2 In some practical cases, a prominent tonal component may be detected in one-third octave spectra if the level of a one-third octave band exceeds the level of the adjacent bands by 5 dB or more. A narrow-band frequency analysis may be required in order to detect precisely the occurrence of one or more tonal components in a noise signal. If tonal components are clearly audible and their presence can be detected by a one-third octave analysis, the adjustment may be 5 to 6 dB. If the components are only just detectable by the observer and demonstrated by narrow-band analysis, an adjustment of 2 to 3 dB may be appropriate.

6.2 Measurement of reverberation time

The procedure for measurement of reverberation time shall comply with AS 2460 (ISO 3382).

NOTE: The recommended reverberation times in Table 1 are for the occupied state of the enclosure.

7 REPORT

The report of the measurements of the ambient sound level and reverberation time shall include the following:

- (a) Date and time of measurements.
- (b) Details of the measurement locations.
- (c) Details of the operating conditions of the building, as specified in Clause 6.1.2.
- (d) Information on any relevant noise sources audible at the time of measurement.
- (e) Results.
- (f) Reference to this Australian/New Zealand Standard, i.e. AS/NZS 2107.

APPENDIX A
 REVERBERATION TIMES FOR SELECTED SPACES

(Informative)

The curves in Figure A1 represent mean reverberation times of spaces which are considered to possess good acoustic qualities. They are intended only as guides since the scatter about these mean curves is large.

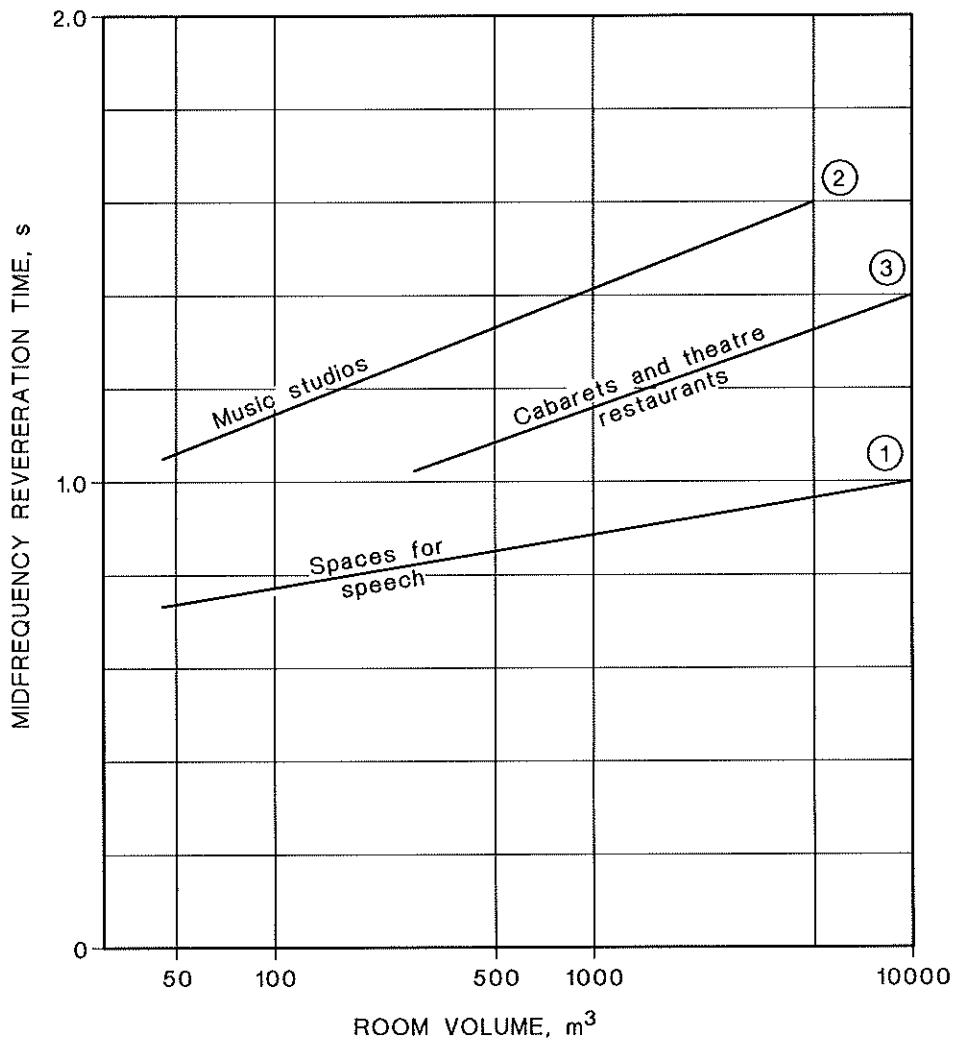


FIGURE A1 MEAN REVERBERATION TIMES

APPENDIX B
BUILDING SERVICES EVALUATION

(Informative)

In cases where mechanical plant or equipment has been installed subject to the requirement that it should not by itself generate an A-weighted sound pressure level exceeding a specified figure in a particular occupied area, the following procedure may be used. Sound level measurements made in accordance with the requirements of this Standard should be made with the relevant area of the building unoccupied and the building services turned on. Measurements should also be made with the plant or equipment in question switched off. This will in most cases enable a fair estimate to be made of the level that would have been generated by that plant alone in the absence of other unavoidable interfering sources.

In areas of the building where the differences between the A-weighted sound pressure levels in the occupied area with and without that particular plant or equipment operating are at least 4 dB, adjustment should be made to the level measured with the plant operating according to Table B1, to give a fair estimate of the level it would generate in the absence of other sources.

Adjustments of this type are not recommended when the operation of the plant concerned raises the ambient level by less than 4 dB. Disputes between equipment contractors and building owners are not likely to persist in such cases; however, if it is desired to obtain a fair estimate of the level or rating due to the plant in question alone, it can only be determined if sufficient reduction of other interfering noise can be achieved (e.g. by switching off other equipment, shutting windows to reduce intrusion of noise from outdoor sources) or repeating measurements at a time of day or night when outdoor noise and noise from activity in other spaces in the building is at a minimum.

TABLE B1
ADJUSTMENTS TO PLANT OR EQUIPMENT SOUND LEVEL

Difference between space sound level with equipment on and space sound level with equipment off	Adjustments to be applied to equipment sound level
dB	dB
≥10	0
≥6 ≤9	-1
4 or 5	-2
<4	Reliable estimates of the level of the equipment alone cannot be made

APPENDIX C

**MAXIMUM RECOMMENDED OCTAVE BAND SOUND PRESSURE LEVELS
FOR STUDIO BUILDINGS, DRAMA THEATRES AND CINEMAS**

(Informative)

The maximum recommended octave band sound pressure levels for studio buildings, drama theatres and cinemas are shown in Table C1.

**TABLE C1
MAXIMUM RECOMMENDED OCTAVE BAND
SOUND PRESSURE LEVELS**

Sound pressure level dB(A)	Maximum permissible octave band sound pressure level, dB re 20 μ Pa								
	Octave band centre frequency, Hz								
	31.5	63	125	250	500	1000	2000	4000	8000
20	60	42	32	24	19	15	12	10	8
25	65	47	37	29	24	20	17	15	13
30	70	52	42	34	29	25	22	20	18

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 1/1251405

SEARCH DATE	TIME	EDITION NO	DATE
7/12/2021	4:10 PM	1	11/3/2019

LAND

LOT 1 IN DEPOSITED PLAN 1251405
AT BUCHANAN
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP1251405

FIRST SCHEDULE

BUCHANAN RIDGE PTY LTD

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE RESERVED BY TRANSFERS J66099, J66100, J66101, J66102 & J66103
- 3 AC726583 RESTRICTION(S) ON THE USE OF LAND
- 4 AK30451 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 5 AK743246 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 6 DP1216822 EASEMENT TO DRAIN WATER 20 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1251405 RIGHT OF ACCESS VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1251405 EASEMENT FOR SERVICES 4 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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FOLIO: 2/1251405

SEARCH DATE	TIME	EDITION NO	DATE
7/12/2021	4:10 PM	1	11/3/2019

LAND

LOT 2 IN DEPOSITED PLAN 1251405
 AT BUCHANAN
 LOCAL GOVERNMENT AREA CESSNOCK
 PARISH OF HEDDON COUNTY OF NORTHUMBERLAND
 TITLE DIAGRAM DP1251405

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SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS AND IS SUBJECT TO RIGHTS TO MINE RESERVED BY TRANSFERS J66099, J66100, J66101, J66102 & J66103
- 3 N647791 EASEMENT FOR TRANSMISSION LINE 45.72 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
 0212109 EASEMENT NOW VESTED IN SHORTLAND ELECTRICITY
- 4 AC726583 RESTRICTION(S) ON THE USE OF LAND
- 5 AK30451 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
- 6 AK743246 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED
- 7 DP1216822 EASEMENT TO DRAIN WATER 20 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1251405 RESTRICTION(S) ON THE USE OF LAND
- 9 DP1251405 RIGHT OF ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1251405 EASEMENT FOR SERVICES 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

NOTATIONS

UNREGISTERED DEALINGS: NIL

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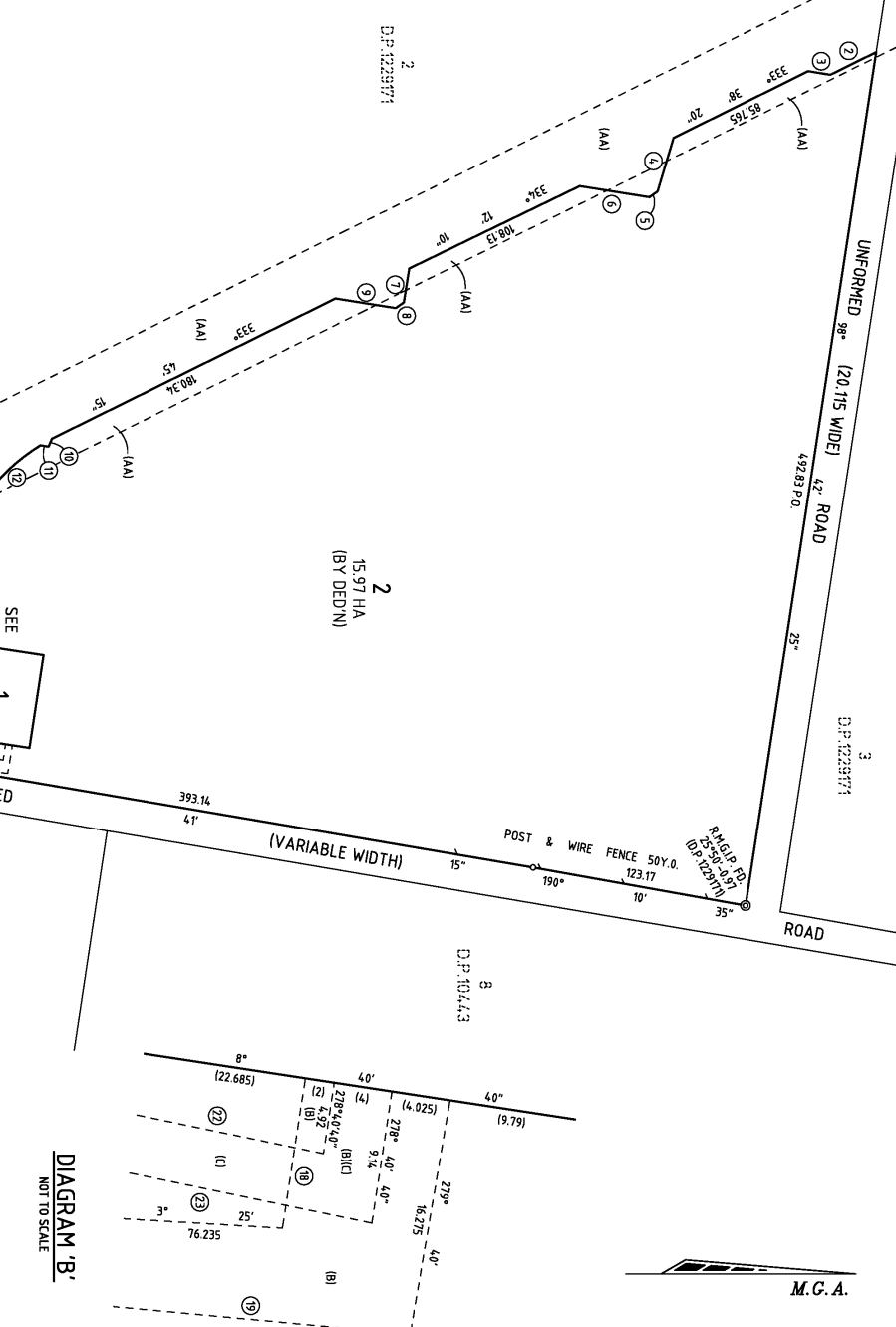
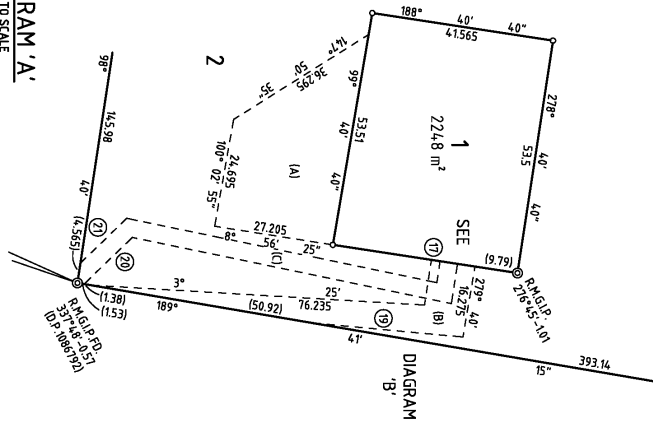
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PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 OF 1 SHEETS

COORDINATE SCHEDULE						
MARK	M.G.A. COORDINATES	CLASS	ORDER	STATE	METHOD	
PM 122971	360 978.408	MONUMENT	B	2	FOUND	STMS
PM 182040	360 951.939		C	3	FOUND	STMS
SM 15436	360 874.282		A	1	FOUND	STMS
DATE OF STMS COORDINATES: 7/08/2008						M.G.A. ZONE: 56
						M.G.A. DATUM: GDA 94
COMBINED SCALE FACTOR = 0.999831						



Sheet Line & Arc Table			
Number	Chord Bearing	Chord Distance	Arc Length
2	333°44'45"	28.16 P.O.	
3	9°04'30"	12.8 P.O.	
4	266°43'50"	31.96 P.O.	
5	324°04'15"	5.655 P.O.	
6	9°04'30"	4.029 P.O.	
7	279°04'30"	19.58 P.O.	
8	324°04'30"	5.655 P.O.	
9	9°04'30"	34.805 P.O.	
10	293°46'10"	4.94 P.O.	
11	8°56'	4.71 P.O.	
12	316°22'	45.54 P.O.	45.87 P.O.
13	333°37'45"	12.13 P.O.	
14	2°38'15"	150.425	
15	198°58'30"	4.0895	
16	102°44'05"	20.285	
17	188°40'44"	4.25	
18	278°40'40"	10.405	
19	5°27'30"	34.8	
20	135°56'10"	15.285	
21	135°56'10"	14.67	
22	191°42'55"	72.035	
23	191°42'55"	74.135	

SURVEYOR
Name: NIGEL DELFS
Date: 7TH AUGUST 2008
Reference: 17891

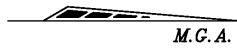
PLAN OF SUBDIVISION OF LOT 4, D.P. 1229711


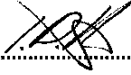
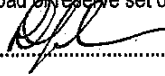
LGA: CESSNOCK
Locality: BUCHANAN
Reduction Ratio: 1:2000
Lengths are in metres.

REGISTERED
11.3.2019


DP1251405

(AA) EASTERENT FOR TRANSMISSION LINE 4.572 WIDE
(A) ROAD GRZL DATED 11/12/2006 122.704 (4580) (M647791)
(B) RESERVE FOR ACCESS VARIANCE LAND
(C) EASEMENT FOR SERVICES 4 WIDE



PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 3 sheet(s)
Registered:  11.3.2019 Title System: TORRENS	Office Use Only <h1 style="margin: 0;">DP1251405</h1>	Office Use Only
PLAN OF SUBDIVISION OF LOT 4 D.P.1229171	LGA: CESSNOCK Locality: HEDDON GRETA/BUCHANAN Parish: HEDDON County: NORTHUMBERLAND	
<p style="text-align: center;">Survey Certificate</p> I, <u>NIGEL DELFS</u> of <u>Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292</u> 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 Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on , or *(b) The part of the land shown in the plan (*being* excluding **..... <u>Part of Lot 2</u> 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, <u>7/9/19</u> , the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' - 'Y' Type: *Urban/*Rural- The terrain is *Level-Undulating / *Steep Mountainous- Signature:  Dated: <u>11/09/18</u> Surveyor Identification No: <u>8232</u> Surveyor registered under the <i>Surveying and Spatial information Act 2002</i> * Strike through if inapplicable. ** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.	<p style="text-align: center;">Crown Lands NSW/Western Lands Office Approval</p> 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. D.P. 1229171	<p style="text-align: center;">Subdivision Certificate</p> I, <u>Richard Forbes</u> *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: Consent Authority: <u>Cessnock City Council</u> Date of endorsement: <u>18/09/2018</u> Subdivision Certificate number: <u>14/2015/277/1</u> File number: <u>8/2015/277/1</u> * Strike through if inapplicable	
Surveyor's Reference: 17891	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 2 of 3 sheet(s)

Registered:  11.3.2019
 Office Use Only

Office Use Only

**PLAN OF SUBDIVISION OF LOT 4
 D.P.1229171**

DP1251405

Subdivision Certificate number : 14/2015/277/1
 Date of Endorsement : 18/09/2018


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

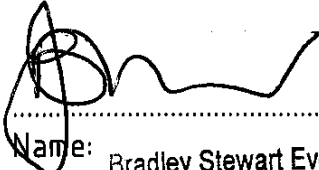
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919,
 AS AMENDED, IT IS INTENDED TO
 CREATE:-

1. RESTRICTION ON THE USE OF LAND (A)
2. RIGHT OF ACCESS VARIABLE WIDTH (B)
3. EASEMENT FOR SERVICES 4 WIDE (C)

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	N/A	N/A	N/A	N/A
2	N/A	N/A	N/A	N/A

EXECUTED by BUCHANAN RIDGE)
 PTY LIMITED)
 (A.C.N. 602 024 626))
 in accordance with Section 127 of)
 the Corporations Act)



 Name: Hilton Ross Grugeon
 Position: Director


 Name: Bradley Stewart Everett
 Position: Director

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17891

PLAN FORM 6A (2017) **DEPOSITED PLAN ADMINISTRATION SHEET** Sheet 3 of 3 sheet(s)

Registered:  11.3.2019 Office Use Only

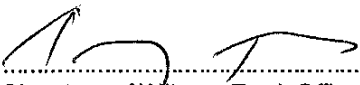
Office Use Only
DP1251405

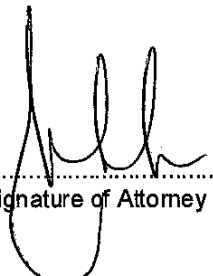
**PLAN OF SUBDIVISION OF LOT 4
D.P.1229171**

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

Subdivision Certificate number : 14/2015/277/1
Date of Endorsement : 18/09/2018

Mortgage under Mortgage No AK743246)
Signed at East Maitland this 7th day)
of November 2018 for National)
Australia Bank Limited ABN)
by SHANE HINDLE)
its duly appointed Attorney under Power of)
Attorney No. Book)


.....
Signature of Witness/Bank Officer


.....
Signature of Attorney (Level 2 Attorney)

TRACEY TOWNS
.....
Print name of Witness/Bank Officer
15 Mitchell Drive

EAST MAITLAND NSW
.....
Address of Witness/Bank Officer

If space is insufficient use additional annexure sheet

Surveyor's Reference: 17891

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 1 of 4

Plan: **DP1251405**

Plan of Subdivision of Lot 4 D.P.1229171 covered by
Subdivision Certificate Number *14/2015/277/1*
Dated *18/09/2018*

Full name and address
of the owner of the land:

Buchanan Ridge Pty Ltd
(A.C.N. 602 024 626)
of 1 Hartley Drive, Thornton

Part 1

Number of item shown in the intention panel on the plan	Identity of easement, profit a pendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Restriction on the Use of Land (A)	2	1
2	Right of Access Variable Width (B)	2	1
3	Easement for Services 4 Wide (C)	2	1

Part 2 (Terms)

Terms of easement, profit a prendre, restriction, or positive covenant numbered 1 in the plan:

The disposal of effluent waste water upon the Lots burdened, except within the nominated effluent disposal area designated (A) on the plan, is prohibited.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 2 in the plan:

Terms for the right of access are as per Schedule 8 (Part 14) of the Conveyancing Act 1919.

Additionally, the registered proprietor of the land benefited consents to the right of access hereby granted being extinguished and released upon the registration of a Plan of Subdivision where the Plan of Subdivision dedicates a constructed public road to the frontage of the lot benefitted.

Terms of easement, profit a prendre, restriction, or positive covenant numbered 3 in the plan:

Terms for the easement for services are as per Schedule 8 (Part 11) of the Conveyancing Act 1919.

Additionally, the registered proprietor of the land benefited consents to the easement for services hereby granted being extinguished and released upon the registration of a Plan of Subdivision where the Plan of Subdivision dedicates a constructed public road to the frontage of the lot benefitted.


**Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of
Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B
Conveyancing Act 1919**

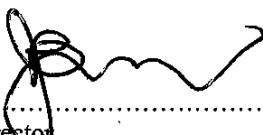
Sheet 2 of 4

Plan: **DP1251405**

Plan of Subdivision of Lot 4 D.P.1229171 covered by
Subdivision Certificate Number *14/2015/277/1*
Dated *18/09/2018*

Executed by **BUCHANAN RIDGE**)
PTY LIMITED (A.C.N. 602 024 626) in)
accordance with Section 127 of the Corporations Act:)


.....
Director
Print Name: *Hilton Ross Grugeon*


.....
Director
Print Name: **Bradley Stewart Everett**

Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919

Sheet 3 of 4

Plan: **DP1251405**

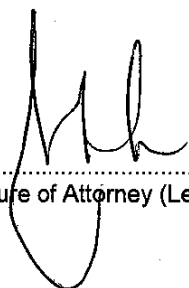
Plan of Subdivision of Lot 4 D.P.1229171 covered by
Subdivision Certificate Number *14/2015/277/1*
Dated *18/09/2018*

Mortgage under Mortgage No *AK743246*)
Signed at *East Maitland* *7th* day)
of *November* *20 18* for National)
Australia Bank Limited ABN)
by *SHANE HINDLE*)
its duly appointed Attorney under Power of)
Attorney No. *39* Book *4512*)


.....
Signature of Witness/Bank Officer

TRACEY TOWNS
.....
Print name of Witness/Bank Officer
15 Mitchell Drive

EAST MAITLAND NSW 2323
.....
Address of Witness/Bank Officer


.....
Signature of Attorney (Level *2* Attorney)

**Instrument setting out terms of Easement or Profits a Prendre intended to be created or released and of
Restrictions on the User of Land or Positive Covenants intended to be created pursuant to Section 88B
Conveyancing Act 1919**

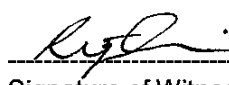
ePlan
Sheet 4 of 4

Plan: **DP1251405**

Plan of Subdivision of Lot 4 D.P.1229171 covered by
Subdivision Certificate Number *14/2015/277/1*
Dated *18/09/2018*

CESSNOCK CITY COUNCIL by its)
authorised delegate pursuant to s.377)
Local Government Act 1993)

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



Signature of delegate

Signature of Witness

RICHARD FORBES

REGINA THEI

Name of delegate (BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)

62-78 VINCENT STREET

CESSNOCK 2325

Address of Witness (BLOCK LETTERS)

REGISTERED



11.3.2019



R.P. 13 No. 764
 New South Wales
J 66099



Real 10 10
 Personal 10 10
 5

We, ALICE WILSON O'SULLIVAN of Pybble Sydney in the State of New South Wales Widow
ROBIN LOCKWOOD DODD the wife of Maxwell Carey Rees Dodd formerly of Manly now of Sydney in the State of New South Wales
Oil Company Clerk and
ROBERT LOCKWOOD LOGAN the Younger of Singleton in the said State Engineer (herein called transferors) being registered as the proprietors of an estate in fee simple in an undivided one-third part or share as tenants in common in the land hereinafter described subject however to such encumbrances and interests as are notified hereunder in consideration of EIGHT HUNDRED AND TWENTY FIVE POUNDS FOUR SHILLINGS AND EIGHTPENCE (£225. 4. 8) (the receipt whereof is hereby acknowledged) paid to us by EVELINE LEGGETT and ELIZABETH HOOPER ELLIOTT
 do hereby transfer to the said EVELINE LEGGETT of Buchanan Spinster and ELIZABETH HOOPER ELLIOTT the wife of James George Elliott of Buchanan Mine Proprietor (herein called transferees) in equal shares as tenants in common

ALL such our estate and interest in All the land mentioned in the schedule following.-

County	Parish	Reference to Title		
		Whole or Part	Vol.	Fol.
Northumberland	Stanford	Whole	6451	48
Northumberland	Stanford	Whole	6451	48
Northumberland	Stanford	Whole	6451	48

EXCEPTING AND RESERVING unto the Transferors in fee simple all Mines veins and Seams of Coal and all Shale Kerosene Ironstone and all other Mines Minerals and Metals (except those reserved by the relevant Crown Grant) lying and being within or under the land hereby transferred together with full liberty and power for the transferors their heirs and assigns and their lessees Agents and workmen and all other persons by their Authority or permission now or hereafter given at any time and from time to time to enter upon the said lands or any part thereof to Search for Dig raise make merchantable carry away and dispose of the said Coal Shale Kerosene Ironstone and other mines Minerals and metals and to do all things in under upon through or over the said lands or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid making from time to time to the transferees their executors administrators and assigns reasonable and adequate compensation.

Encumbrances &c. referred to
 Reservations and Conditions contained in Grant referred to in the above Certificates of Title,
 Signed at Manly the 12th day of June 1962.

Signed in my presence by the Transferor ALICE WILSON O'SULLIVAN who is personally known to me. Alice W. O'Sullivan
 Signed in my presence by the Transferor ROBIN LOCKWOOD DODD who is personally known to me. Robin R. Dodd
 Signed in my presence by the Transferor ROBERT LOCKWOOD LOGAN the Younger who is personally known to me. Robert Lockwood Logan
 SIGNED in my presence by the transferees who are personally known to me. E. Leggett
J. H. F. Elliott
James
Robert
Marianne

I should read Sarah Dodds

5238P1
16238P1

J 66099 Transfer

REED, HANICAH & TURNER
LAW STATIONERS
65 ROWE STREET, SYDNEY

Particulars entered in Register Book Vol. 6451 Folios 46, 47, 48
on 22nd day of August 1962 at 3.15 pm part 2
o'clock in the afternoon.

3/19/62

Registrar General

*ex-mines of coal etc
log with mining rights 18/9/62*

PROGRESS RECORD	
CHIEF CLERK	<i>13/9/62</i>
CLERK	<i>17/9/62</i>
CLERK	<i>J.P.</i>
DIRECTOR	<i>17/10/62</i>
ENGINEER	<i>18/10/62</i>
XEROX CLERK	<i>22/10/62</i>
ENCLOSURE	
CANCELLATION	<i>8405 130 31/10/62</i>
	<i>8405 131</i>

INDEXED

to cancel in 2a

*Note in 2a in
paper of two cancelled*

1 6238RP 1

1 6238RP 1

J 66100 Transfer

REED, HANIGAN & TURNER
LAW STATIONERS
65 ROWE STREET, SYDNEY

Particulars entered in Register Book Vols 6598 & 6599 at 123, 124, 125
the 22nd day of August 1962 at 2 o'clock in the afternoon.

J. S. ...
Registrar General.



John ...
Dean ...
SCS I
Part Sec
Mar 1962

ex mins of concrete
log with curing details
KB 17/1/62

PROGRESS RECORD	
DATE VISITED	<i>KB 17/1/62</i>
DATE ...	<i>ADW 17/1/62</i>
DIAGRAM EXAMINED	<i>J.P. 17/1/62</i>
ENGINEER	<i>KB 17/1/62</i>
...	<i>etc 31/1/62</i>

INDEXED
VOL.

8405 VOL. 130 + 131

for concrete mix a

note minute sam paper
of two concrete. 1/1/62

16238PP1

523 ERP 1

"A"

Per South 66100

No. 22a.



No. of Certificate

A 69156

1951- MARRIAGES Registered in the District of West Maitland and Singleton
 in the State of New South Wales
 by Victor Reginald Jenkins District Registrar.

Column.		
1 Number in Register	387.	
2 When and where married.	28th November, 1951. Maitland.	
3. Names and Surnames of parties.	Edwin Dickson HOLMES	Nellie Young.
4 Condition of the parties (bachelor or spinster; widower or widow; divorced or divorced petitioner).	Widower.	Spinster.
5 Birth-place	Newcastle. N.S.W.	Maitland. N.S.W.
6 Rank or profession	Auctioneer.	Home duties.
7 Ages (years)	45 years.	44 years.
8 Usual place of residence	Adam Street, Maitland	51 Regent Street, Maitland.
Parents		
9 Father's Christian name and Surname.	Percy Alma Thomas Holmes.	Olive Kay Young (deceased).
Mother's Christian name and Maiden Surname.	Amv Clements Dickson Tracy.	Clarinda May Lee.
10 Father's rank or profession.	Clerk.	Auctioneer.

Married at **St. Mary's Church, Maitland**
 According to the rites of the **Church of England.**
 The consent of the _____ being-
 the _____ of the Bridegroom, was given in writing to the Marriage of _____
 with _____
 the said _____
 being under the age of twenty-one years.
 _____ Minister or Registrar.
 The consent of the _____ being-
 the _____ of the Bride was given in writing to the Marriage of _____
 with _____
 the said _____
 being under the age of twenty-one years.
 _____ Minister or Registrar.

This marriage was solemnized between us— **E.D. Holmes.**
Nellie Young.
 In the presence of us— **Catherine D. Holmes.**
Marjorie A. Young.
 By me - **M.M. Redman.** Officiating Minister or Registrar

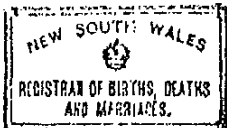
Received and registered by me this **thirtieth** day of **November** 19**51**.
V.R. Jenkins.
 District Registrar.

DARCY ALFRED CLUFF, do

herby certify that the above is a true copy of the particulars in an entry in a Register of Marriages kept at the District Registrar's Office, at **MAITLAND**, New South Wales, and extracted this **FIFTH** day of **APRIL, 1962.**
Acting District Registrar.

This is the Office copy of Certificate of Marriage marked "A" referred to in the annexed Statutory Declaration of Nellie Holmes declared at Maitland this **twenty-ninth** day of **April** A.D. 1962 before me.

Edwin Dickson Holmes



16238P-1

NEW SOUTH WALES

TO WIT

I, NELLIE HOLMES wife of Edwin Dickson Holmes of Maitland in the State of New South Wales

Auctioneer do hereby solemnly and sincerely declare and affirm that,-

1. I am identical with the Nellie Ycung mentioned and described as the registered proprietor as tenant in common in an undivided one-eighteenth share of the land comprised in Certificate of Title Volume 6598 Folio 125.

2. On the Twenty eighth day of November One thousand nine hundred and fifty one I intermarried with and became the wife of Edwin Dickson Holmes at St. Mary's Church Maitland.

3. Annexed hereto and marked with the letter "A" is an office copy of the Certificate of my said Marriage.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

SUBSCRIBED AND DECLARED)

at Maitland this Twenty-)
seventh day of April)

A.D.1962 before me.-)

Nellie Holmes

Robert J. [Signature]

NEW SOUTH WALES

TO WIT

I, NELLIE HOLMES wife of Edwin Dickson Holmes of
Maitland in the State of New South Wales

Auctioneer do hereby solemnly and sincerely declare
and affirm that,-

1. I am identical with the Nellie Young mentioned
and described as the registered proprietor as tenant
in common in an undivided one-eighteenth share of the
land comprised in Certificate of Title Volume 6598
Folio 125.

2. On the Twenty eighth day of November One
thousand nine hundred and fifty one I intermarried
with and became the wife of Edwin Dickson Holmes at
St. Mary's Church Maitland.

3. Annexed hereto and marked with the letter "A"
is an office copy of the Certificate of my said
Marriage.

AND I make this solemn declaration conscientiously
believing the same to be true and by virtue of the
provisions of the Oaths Act 1900.

SUBSCRIBED AND DECLARED
at Maitland this Twenty-

seventh day of April

A.D.1962 before me.-

Nell Holmes

Robert J. P.

66101



1962 MAY 25 PM 2:48
R.P. 13 No.
New South Wales

MEMORANDUM OF TRANSFER
(Real Property Act 1900)



Fee:- £ 8 D
ment 2 10
gement 1
ficate 1
Lead
Known
4.10

We, TREVOR MAITLAND THOMAS of Brighton-le-Sands Sydney in the State of New South Wales Chemist and PERPETUAL TRUSTEE COMPANY (LIMITED) (herein called Transferors) being registered being registered as the Proprietors of an estate in fee simple in an undivided one-sixth part or share as tenants in common in the land hereinafter described subject however to such encumbrances liens and interest as are notified hereunder in consideration of FOUR HUNDRED AND TWELVE POUNDS TWELVE SHILLINGS AND FOURPENCE (£412.12.4) (the receipt whereof is hereby acknowledged) paid to us by EVELINE LEGGETT and ELIZABETH HOOPER ELLIOTT

do hereby transfer to the said EVELINE LEGGETT of Buchanan Spinster and ELIZABETH HOOPER ELLIOTT the wife of James George Elliott of Buchanan Mine Proprietor (herein called Transferees) in equal shares as tenants in common

ALL such our estate and interest in All the land mentioned in the schedule following:-

County	Parish	Reference to Title		
		Whole or Part	Vol.	Fol.
Northumberland	Stanford	Whole	1903	93

EXCEPTING AND RESERVING unto the Transferors in fee simple All Mines veins and Seams of Coal and all Shale Kerosene Ironstone and all other Mines Minerals and Metals (except those reserved by the relevant Crown Grant) lying and being within or under the land hereby transferred together with full liberty and power for the transferors their heirs and assigns and their lessees agents and workmen and all other persons by their Authority or permission now or hereafter given at any time and from time to time to enter upon the said lands or any part thereof to Search for dig raise make merchantable carry away and dispose of the said Coal Shale Kerosene Ironstone and other mines minerals and metals and to do all things in under upon through or over the said lands or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid making from time to time to the transferees their executors administrators and assigns reasonable and adequate compensation.

Reservations and Encumbrances &c, referred to above Certificate of Title, contained in Grant referred to in the SIGNED at Sydney the twenty-seventh day of April 1962

SIGNED in my presence by the Transferor TREVOR MAITLAND THOMAS who is personally known to me

T. M. Thomas

Alma Vazley Stark
Alma Vazley Stark, Attorney for Perpetual Trustee Company (Limited) and Henry Thomas Wren Gordon hereby state that they have not received any notice of the revocation of Power of Attorney Registered No. 6247 Miscellaneous Register as attested copy of which has been lodged in the Land Titles Office No. 16795 under the authority of which this document is now executed.

Signed by Alma Vazley Stark
Attorney for Perpetual Trustee Company (Limited)
and countersigned by Henry Thomas Wren Gordon
in the presence of

PERPETUAL TRUSTEE COMPANY (LIMITED),
BY ITS ATTORNEY,

Henry Thomas Wren Gordon

Countersigned by *Henry Thomas Wren Gordon*

Accepted and we hereby certify this Transfer to be correct for the purposes of the Real Property Act,

SIGNED in my presence by the Transferees who are personally known to me,-

E. Leggett
E. S. Elliott

Free from 11670150

James George Elliott
Maneuan

N71861

5238PF 1

5238PF 1

REED, HANIGAN & TURNER
LAW STATIONERS
55 ROWE STREET, SYDNEY

J 66101 Transfer

Just

Particulars entered in Register Book Vol: 1903 Folio: 193
the 22nd day of August 1962 at _____
City of _____
James Keogh
Registrar



ex. mines of coal etc.
together with mining rights
13/9/62

PROGRESS RECORD

PLAN	<i>13/9/62</i>
SECTION	<i>17/9/62</i>
ENCROSSER	
XEROX SECTION	
ENCROSSER	

INDEXED
8405

File 3410/1
130+131
FOL. 730/9131

GI

5238RP 1

5238RP 1

See cancel b/p memo

*My 467060 not to be eff
[Signature] 13/9/62*
*Had minutes in
presence of two owners
[Signature]*



JJ 66102

13 No.
 South Wales
 FORM OF TRANSFER
 Property Act 1900)



Fees.-	£	S	D
Lodgment	2	10	-
Endorsement	1	-	-
Certificate	1	-	-
	4	10	-

I, CHARLES EVELYN CRUTCH of Hornsby in the State of New South Wales Clerk (herein called transferor) being registered as the proprietor of an estate in fee simple of an undivided one-sixth part or share as tenant in common in the land hereinafter described subject however to such encumbrances liens and interests as are notified hereunder in consideration of FOUR HUNDRED AND TWELVE POUNDS TWELVE SHILLINGS AND FOURPENCE (£412.12.4) (the receipt whereof is hereby acknowledged) paid to me by EVELINE LEGGETT and ELIZABETH HOOPER ELLIOTT do hereby transfer to the said EVELINE LEGGETT of Buchanan Pinstar and ELIZABETH HOOPER ELLIOTT the wife of James George Elliott of Buchanan Mine Proprietor (herein called transferees) in equal shares as tenants in common

All such my estate and interest in All the land mentioned in the schedule following.-

County	Parish	Reference to Title Whole or Part	Vol.	Fol.
Northumberland	Stanford	Whole	1903	94

EXCEPTING AND RESERVING unto the transferor in fee simple All mines veins and seams of Coal and Shale Kerosene Ironstone and all other Mines Minerals and Metals (except those reserved by the relevant Crown Grant) lying and being within or under the land hereby transferred together with full liberty and power for the transferor his heirs and assigns and his lessees agents and workmen and all other persons by his Authority or permission now or hereafter given at any time and from time to time to enter upon the said lands or any part thereof to search for dig raise make merchantable carry away and dispose of the said Coal Shale Kerosene Ironstone and other mines minerals and metals and to do all things in under upon through or over the said lands or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid making from time to time to the transferees their executors administrators and assigns reasonable and adequate compensation.

Encumbrances &c. referred to
 Reservations and conditions contained in grant referred to in the said Certificate of Title.

Signed at Hornsby the 21st day of February 1962

Signed in my presence by the
 Transferor who is personally
 known to me.-
W. M. ... J. P. ...

C. Leggett

Accepted and we hereby certify this
 Transfer to be correct for the
 purposes of the Real Property Act

SIGNED IN My presence by the
 Transferees who are personally
 known to me.-

E. Leggett
E. H. Elliott

*James
 Hooper
 Elliott*

*Should read ...

from 1845139

N 70509

REED, HANICAN & TURNER
LAW STATIONERS
85 ROWE STREET, SYDNEY.

J 66102 Transfer

Particulars entered in Register Book Vol 1903 s. No. 94
the 22nd day of August 1962 at 3
o'clock in the afternoon

James Mac


ant

*mines of coal etc
together with mining rights*

PROGRESS RECORD

DRAFT	<i>RB</i>	<i>13/9/62</i>
DRAFT	<i>ADW</i>	<i>17/9/62</i>
DIAGRAM	<i>J.P.</i>	<i>17/10/62</i>
DIAGRAM	<i>RB</i>	<i>18/10/62</i>
ENCROSSER		
XEROX SECTION		
ENGLISH		
CANCELLATION	<i>Jac</i>	<i>31/10/62</i>
VOL.	<i>8403</i>	<i>130 + 131</i>

INDEXED

De coal bet. mines

*184039-10-11
18/10/62*

*Indemnities are
part of two general
bills*

6238PP1

6238PP1



76d
 1962 MAY 25

R.P. 13 No.
 New South Wales



Pass. - (S)
 edgment 2:10:-
 Mortgage 1:1:-
 Certificate 1:1:-
 14.10.0

MEMORANDUM OF TRANSFER (Real Property Act 1900)

I, VERA Adelle Waddy the wife of ~~James George Elliott~~ the wife of ~~James George Elliott~~ of Five Dock in the State of New South Wales ~~and~~ widow (herein called Transferor) being registered as the proprietor of an estate in fee simple of an undivided one-sixth part or share as tenants in common in the land hereinafter described subject however to such encumbrances liens and interests as are notified hereunder in consideration of FOUR HUNDRED AND TWELVE POUNDS TWELVE SHILLINGS AND FOURPENCE (412.12.4) (the receipt whereof is hereby acknowledged) paid to me by EVELINE LEGGETT and ELIZABETH HOOPER ELLIOTT do hereby transfer to the said EVELINE LEGGETT of Buchanan Spinster and ELIZABETH HOOPER ELLIOTT the wife of James George Elliott of Buchanan Mine Proprietor (herein called Transferees) in equal shares as tenants in common

ALL such our estate and interest in All the land mentioned in the Schedule following.-

County	Parish	Reference to Title	Whole or Part	Vol.	Fcl.
Northumberland	Stanford	Whole	1903	97	

EXCEPTING AND RESERVING unto the Transferor in fee simple All mines veins and Seams of Coal and all Shale Kerosene Ironstone and all other Mines Minerals and Metals (except those reserved by the relevant Crown Grant) lying and being within or under the land hereby transferred together with full liberty and power for the transferor her heirs and assigns and her lessees agents and workmen and all other persons by their authority or permission now or hereafter given at any time and from time to time to enter upon the said lands or any part thereof to search for dig raise make merchantable carry away and dispose of the said Coal Shale Kerosene Ironstone and other mines Minerals and Metals and to do all things in under upon through or over the said lands or any part thereof as may be necessary or convenient for all or any of the purposes aforesaid making from time to time to the transferees their executors administrators and assigns reasonable and adequate compensation

Encumbrances &c. referred to Reservations and Conditions contained in Grant referred to in said Certificate of Title. SIGNED at Maneuan the 12th day of April 1962

SIGNED in my presence by the Transferor who is personally known to me. Vera A. Waddy

Accepted and we hereby certify this Transfer to be correct for the purposes of the Real Property Act.

SIGNED in my presence by the Transferees who are personally known to me. E. Leggett
E. H. Elliott
James
Wade
Maneuan

Free from H. 587301

*Should read Parish of Stanford

REED, HANICAN & TURNER
LAW STATIONERS
68 ROWE STREET, SYDNEY

J 66103 Transfer

Particulars of the ... Vol 1903 ... No 97
the 22nd ... signed ... 1962 ...
o'clock in the afternoon

J. P.
Registrar General.

ex. mines of coal etc
by with mining rights RB 13/9/62

BUSINESS RECORD	
...	RB 13/9/62
...	J.P. 17/9/62
...	J.P. 17/10/62
...	RB 18/10/62
...	J.P. 31/10/62
VOL. 82405	1304131

INDEXED

g

The counsel ...

1087301 not to be ...

whole minute ... of a counsel ...

16238P-1

16238P-1

Form: 13RPA
 Release:
 www.lpi.nsw.gov.au

**RESTRICTION ON THE USE OF
 BY A PRESCRIBED AUTHORITY**
 New South Wales
 Section 88E(3) Conveyancing Act 1



AC726583V

PRIVACY NOTE: this information is legally required and will

(A) TORRENS TITLE	Lot 5 DP 1082569 being part Folio 14/755231		
(B) LODGED BY	Delivery Box 223X	Name, Address or DX and Telephone AUSEARCH PTY. LTD. M.D.S FEI	CODE R
	Reference: _____		
(C) REGISTERED PROPRIETOR	Graham John FIELD and Pamela Joy FIELD		
(D) LESSEE MORTGAGEE or CHARGE	Of the above land agreeing to be bound by this restriction		
	Interest	Number	Name of lessee, mortgagee or chargee
(E) PRESCRIBED AUTHORITY	Within the meaning of section 88E(1) of the Conveyancing Act 1919		

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE **03-10-2006**

(G) Execution by the prescribed authority
 I certify that the authorised officer of the prescribed authority signing below who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:	Signature of an authorised officer:
Name of witness: _____	Name of authorised officer: JOHN BENNIS
Address of witness: ROBERT SMITH Property Acquisition Manager RTA - Hunter Region	Position of authorised officer: MANAGER, PROPERTY SERVICES. HUNTER REGION AS DELEGATE OF THE ROADS & TRAFFIC AUTHORITY OF NEW SOUTH WALES PURSUANT TO DELEGATION BOOK 4394 No. 422

(G) Execution by the registered proprietor
 I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:	Signature of Registered Proprietor:
Name of witness: CHERYL VIVIANNE DARIE	
Address of witness: LEURE HOUSE LINDA STREET KURRI KURRI	PJ RD

(H) Consent of the mortgagee under Mortgage No. **AB604975** agrees to be bound by this restriction. I certify that the above mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____	Signature of IRMA JEREZ AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED ACN 005 357 522 BY ITS ATTORNEY UNDER POWER OF ATTORNEY BOOK 4465 NO 246 Bona Khazee
Name of witness: _____	
Address of witness: _____	

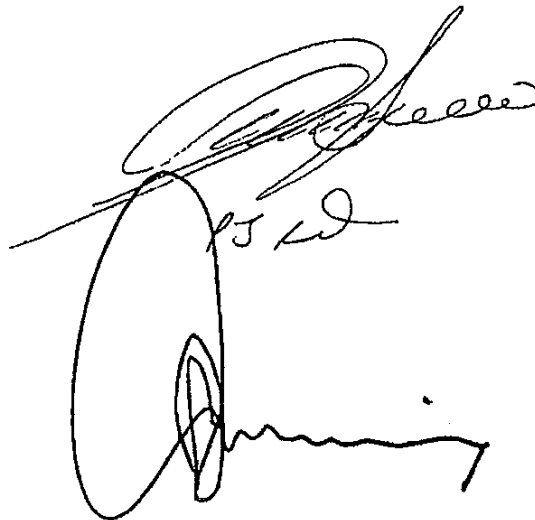
ANNEXURE "A"

THIS IS THE ANNEXURE "A" REFERRED TO IN THE APPLICATION MADE UNDER SECTION 88E(3) OF THE CONVEYANCING ACT, 1919 BY THE ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES

REGISTERED PROPRIETORS: Graham John FIELD and Pamela Joy FIELD

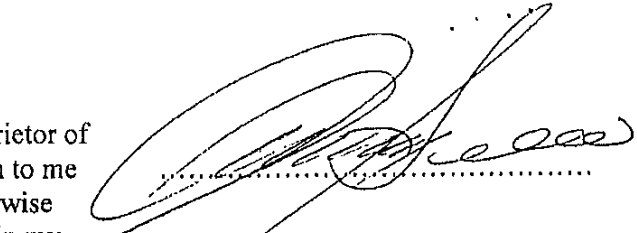
TERMS OF RESTRICTION ON THE USE OF LAND

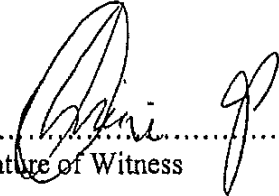
No means of access shall be constructed or be allowed to be constructed to or from the land the subject of the restriction onto the proposed controlled access road or freeway (partly comprising Lot 30 DP 1082569) adjoining the land the subject of this restriction and no part or parts of the said land shall be used as a means of access to or from the proposed controlled access road or freeway without the written consent of the prescribed authority (which consent may be revoked at any time at its discretion and without compensation). The restrictions shall cease to apply if the proposed controlled access road or freeway after having been declared a controlled access road or freeway under the Roads Act 1993, thereafter ceases to be such a controlled access road or freeway.



PS ID

I certify that the Registered Proprietor of the land who is personally known to me or as to who's identity I am otherwise satisfied signed this Application in my presence:

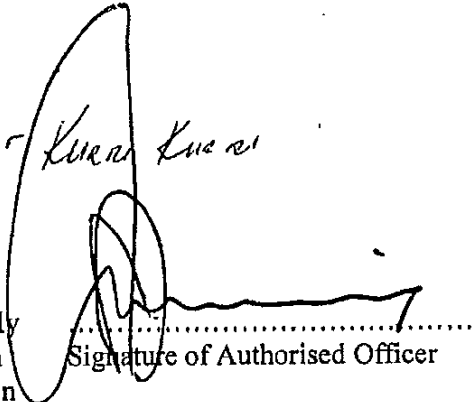

.....
P.S.K.


.....
Signature of Witness 147628

.....
Name of Witness

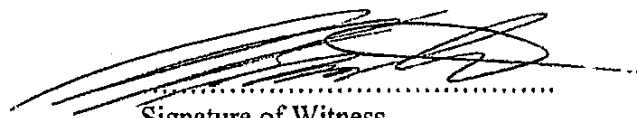
.....
Address of Witness

I certify that an Authorised Officer of the Prescribed Authority who is personally known to me or as to whose identity I am otherwise satisfied signed this Application in my presence


.....
Signature of Authorised Officer

John Bennis
Name of Authorised Officer

Manager Property Services
Position of Authorised Officer
Executed pursuant to delegation
Book 4394 No. 422


.....
Signature of Witness

ROBERT SMITH
.....
Name of Witness

.....
Address of Witness

Form: 11R
Release: 40

REQUEST

New South Wales
Real Property Act 1900



AK30451T

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

(A) STAMP DUTY

If applicable. Office of State Revenue use only

(B) TORRENS TITLE

Folio Identifier: 5/1082569

(C) REGISTERED DEALING

Number	Torrens Title
--------	---------------

(D) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
106G	LLPN: SAI GLOBAL Property 123843H DX 885 SYDNEY 02 9210 0700	R
Reference:	52011182 HUNTER	

(E) APPLICANT

Buchanan Ridge Pty Limited ACN 602 024 626
--

(F) NATURE OF REQUEST

Registration of Voluntary Planning Agreement pursuant to section 93H of the Environmental Planning & Assessment Act 1979.

(G) TEXT OF REQUEST

The Registrar General registering on the title to the land the Planning Agreement between the Minister for Planning ABN 38 755 709 681 and Buchanan Ridge Pty Ltd ACN 602 024 626 which is annexed at "B" to this Request and forms part of this request.

DATE 30 November 2015

(H) Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: Priscilla Keith
Signatory's capacity: Solicitor

(I) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS. The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. _____ Full name: _____ Signature: _____

Annexure A to the Request by Buchanan Ridge Pty Ltd ACN 602
Parties: 024 626 for the registration of the Voluntary Planning
Agreement on folio 5/1082569.
Minister for Planning ABN 38 755 709 681 and Buchanan Ridge Pty Ltd ACN 602 024 626

Dated: 24/11/2015

Certifies correct for the purposes of the Real Property Act 1900 and executed:
For and on behalf of the Minister for Planning by his authorised delegate:


.....
Signature of Authorised Person


.....
Signature of Witness

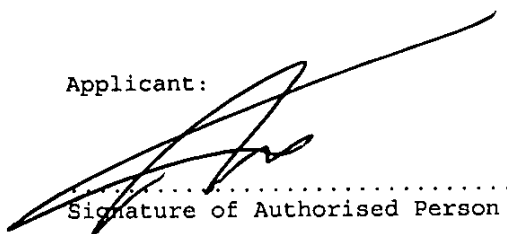
SIMON OFFICER
.....
Name of Authorised Person

BETTY HAMILTON
.....
Name of Witness

CFOO
.....
Office held

23-33 BRIDGE ST, SYDNEY
.....
Address of Witness NSW 2000

Applicant:


.....
Signature of Authorised Person

Timothy Gerard PETERS
.....
Name of Authorised Person

"B"

Minister for Planning
ABN 38 755 709 681

and

Buchanan Ridge Pty Limited
ACN 602 024 626

Planning Agreement

Environmental Planning and Assessment Act 1979

Three handwritten signatures in black ink. The top signature is a stylized 'A' with a long horizontal stroke. The middle signature is a large, circular loop with a horizontal stroke. The bottom signature is a stylized 'A' with a long horizontal stroke and a small 'P' at the end.

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THIS deed is dated

24 NOVEMBER 2015

20

PARTIES:

MINISTER FOR PLANNING (ABN 38 755 709 681) of Level 15, 52 Martin Place, Sydney, New South Wales, 2000 (**Minister**)

BUCHANAN RIDGE PTY LIMITED (ACN 602 024 626) of 20 Church Street, Maitland, New South Wales, 2320 (**Developer**)

INTRODUCTION:

- A** The Developer owns the Land.
- B** The Developer proposes to carry out the Development on the Land.
- C** The Developer's consultant, Fisher Consulting Engineers, has made a Development Application for the Development to the Consent Authority on the Developer's behalf in respect of the Land.
- D** Clause 6.1 of the LEP provides that the Consent Authority must not grant Development Consent to the Development unless the Secretary has certified in writing to the Consent Authority that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure referred to in clause 6.1 of the LEP.
- E** The Developer has offered to enter into this deed with the Minister to secure the Development Contribution in order to enable the Secretary to provide the certification required by the LEP.

IT IS AGREED:

1 DEFINITIONS AND INTERPRETATION

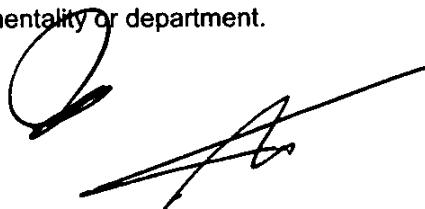
1.1 Definitions

In this deed, unless the context clearly indicates otherwise:

Act means the *Environmental Planning and Assessment Act 1979* (NSW).

Address for Service means the address of each party appearing in Schedule 2 or any new address notified by any party to all other parties as its new Address for Service.

Authority means any Federal, State or local government or semi-governmental, statutory, judicial or public person, instrumentality or department.



Bank Guarantee means an irrevocable and unconditional undertaking:

- (a) by an Australian bank which is an eligible financial institution for the purposes of Treasury Circular NSW TC14/01 dated 24 January 2014 as amended, supplemented or substituted from time to time; and
- (b) on terms acceptable to the Minister, in the Minister's absolute discretion,

to pay the face value of that undertaking (being such amount as is required under this deed) on demand.

Base CPI means the CPI number for the quarter ending 31 March 2011.

Business Day means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday in Sydney, and concludes at 5 pm on that day.

Consent Authority means Cessnock City Council.

Contribution Amount means the amount of the monetary contribution to be paid by the Developer as described in Schedule 4.

CPI means the Sydney Consumer Price Index (All Groups) published by the Commonwealth Statistician, or if that index no longer exists, any similar index which the Minister determines in its sole discretion.

CPI Adjustment Date means 1 July 2012 and each anniversary of 1 July 2012 thereafter.

Current CPI means the CPI number for the quarter ending immediately before 31 March in the relevant adjustment year.

Development means the subdivision of the Land into approximately 175 residential lots, 2 drainage reserves and 1 conservation lot, generally in accordance with Development Application DA2015/277 lodged with Cessnock City Council.

Development Application has the same meaning as in the Act.

Development Consent has the same meaning as in the Act.

Development Contribution means the contributions to be provided by the Developer in accordance with Schedule 4.

Draft Determination means the draft *Environmental Planning and Assessment (Special Infrastructure Contribution – Lower Hunter) Determination 2011* as set out in Schedule 6 of this deed.

Explanatory Note means the note exhibited with a copy of this deed when this deed is made available for inspection by the public pursuant to the Act, as required by the Regulation.

General Register of Deeds means the land register maintained under the *Conveyancing Act 1919* (NSW) and so titled.

GST means any form of goods and services tax payable under the GST Legislation.

GST Legislation means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Schedule 3 of this deed.

LEP means *Cessnock Local Environmental Plan 2011*.

Net Developable Area means the net developable area of the Land as calculated having regard to the Draft Determination or any determination made in accordance with section 94EE of the Act with respect to the Land.

Planning Application means:

- (a) a Development Application; or
- (b) any other application required under the Act,

which seeks approval for the subdivision of the Land.

Real Property Act means the *Real Property Act 1900* (NSW).

Register means the Torrens title register maintained under the Real Property Act.

Regulation means the *Environmental Planning and Assessment Regulation 2000* (NSW).

Satisfactory Arrangements Certificate means a certificate issued by the Secretary that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure in accordance with clause 6.1 of the LEP.

Secretary means the Secretary of the Department of Planning and Environment from time to time (or nominee, whether nominated before or after the date of this deed).

Security Amount means the amount identified in clause 2(a) of Schedule 5 of this deed.

Special Infrastructure Contribution means a contribution determined in accordance with section 94EE of the Act with respect to the Land.

Subdivision Certificate has the same meaning as in the Act.

Tax means a tax, duty (including stamp duty and any other transaction duty), levy, impost, charge, fee (including a registration fee) together with all interest, penalties, fines and costs concerning them.

1.2 Interpretation

In this deed unless the context clearly indicates otherwise:

- (a) a reference to **this deed** or another document means **this deed** or that other document and any document which varies, supplements, replaces, assigns or novates this deed or that other document;
- (b) a reference to **legislation** or a **legislative provision** includes any statutory modification, or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (c) a reference to a **body** or **authority** which ceases to exist is a reference to either a body or authority that the parties agree to substitute for the named body or authority or, failing agreement, to a body or authority having substantially the same objects as the named body or authority;
- (d) a reference to the **introduction**, a **clause**, **schedule** or **annexure** is a reference to the introduction, a clause, a schedule or an annexure to or of this deed;
- (e) **clause headings**, the **introduction** and the **table of contents** are inserted for convenience only and do not form part of this deed;
- (f) the **schedules** form part of this deed;
- (g) a reference to a **person** includes a natural person, corporation, statutory corporation, partnership, the Crown or any other organisation or legal entity;
- (h) a reference to a **natural person** includes their personal representatives, successors and permitted assigns;
- (i) a reference to a **corporation** includes its successors and permitted assigns;
- (j) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this deed;
- (k) an **obligation** or **warranty** on the part of 2 or more persons binds them jointly and severally and an obligation or warranty in favour of 2 or more persons benefits them jointly and severally;
- (l) a requirement to do any thing includes a requirement to cause that thing to be done and a requirement not to do any thing includes a requirement to prevent that thing being done;
- (m) **including** and **includes** are not words of limitation;

- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) monetary amounts are expressed in Australian dollars;
- (p) the singular includes the plural and vice-versa;
- (q) words importing one gender include all other genders;
- (r) a reference to a thing includes each part of that thing; and
- (s) neither this deed nor any part of it is to be construed against a party on the basis that the party or its lawyers were responsible for its drafting.

2 OPERATION AND APPLICATION OF THIS DEED

2.1 Operation

This deed will commence from the date this deed is signed by all the parties.

2.2 Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 93F of the Act.

2.3 Application

This deed applies to:

- (a) the Land; and
- (b) the Development.

3 APPLICATION OF SECTIONS 94, 94A AND 94EF OF THE ACT

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in Schedule 1.

4 DEVELOPMENT CONTRIBUTION

4.1 Developer to provide Development Contribution

The Developer undertakes to provide to the Minister or the Minister's nominee, the Development Contribution in accordance with the provisions of Schedule 4 to this deed.

4.2 Determination of Special Infrastructure Contribution

- (a) This clause will apply where:
- (i) the Minister determines a Special Infrastructure Contribution; and
 - (ii) upon the date of determination of the Special Infrastructure Contribution, the Developer has not provided the Development Contribution in full.
- (b) If the determination of a Special Infrastructure Contribution specifies a rate or method of calculation for a contribution amount that if applied to this deed would result in a contribution amount that is less than the amount that would have been payable under this deed having regard to the rate and method of calculation of a Contribution Amount, then:
- (i) the Special Infrastructure Contribution amount will be deemed to be the Contribution Amount for the purpose of this deed;
 - (ii) the Minister will not be required to refund any part of the Development Contribution paid by the Developer under this deed to the extent that such amounts exceed the Special Infrastructure Contribution; and
 - (iii) the Developer will be entitled to a credit to be offset against the balance of any unpaid Contribution Amounts payable under this deed as at the date of the determination for an amount equal to the difference between:
 - (A) all paid Contribution Amounts as at the date of the determination of the Special Infrastructure Contribution; and
 - (B) the Special Infrastructure Contribution.

4.3 Acknowledgement

The Developer acknowledges and agrees that the Minister:

- (a) has no obligation to use or expend the Development Contribution for a particular purpose and has no obligation to repay the Development Contribution; and
- (b) in circumstances where the Development Contribution is transferred to any Authority, has not made any representation or warranty that the Development Contribution will or must be used for a particular purpose by that Authority.

5 INTEREST

5.1 Interest for late payment

- (a) If the Developer fails to pay a Contribution Amount due to the Minister on the due date for payment, the Developer must also pay to the Minister Interest at a rate of 2% above the loan reference rate charged by the Commonwealth Bank of Australia from time to time.
- (b) Interest will be payable on the daily balance of amounts due from the due date for payment of those amounts until all outstanding amounts (including interest on those amounts) have been paid to the Minister.

6 ENFORCEMENT

6.1 Developer to provide security

The Developer has agreed to provide security to the Minister for the performance of the Developer's obligations under this deed by providing the Bank Guarantee to the Minister in accordance with the terms and procedures set out in Schedule 5.

7 REGISTRATION

7.1 Registration of deed

Within 10 Business Days of receiving a copy of this deed executed by the Minister, the Developer at its own expense will take all practical steps and otherwise do anything to procure:

- (a) the consent of each person who:
 - (i) has an estate or interest in the Land registered under the Real Property Act; or
 - (ii) is seized or possessed of an estate or interest in the Land; and
- (b) the execution of any documents; and
- (c) the production of the relevant certificates of title; and
- (d) the lodgement and registration of this deed, by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

7.2 Evidence of registration

The Developer will provide the Minister with a copy of the relevant folio of the Register and a copy of the registered dealing within 10 Business Days of registration of this deed.

7.3 Release and discharge of deed

The Minister agrees to do all things reasonably required by the Developer to release and discharge this deed with respect to any part of the Land upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land.

7.4 Developer's interest in Land

The Developer represents and warrants that it is:

- (a) the owner of the Land; or
- (b) legally and beneficially entitled to become the owner of the Land and will become the legal and beneficial owner of the Land, prior to the date that this deed is required to be registered under clause 7.1 of this deed; and
- (c) legally and beneficially entitled to obtain all consents and approvals and to compel any person referred to in or contemplated by clause 7.1(a) to assist, cooperate and to otherwise do all things necessary for the Developer to comply with its obligations under clause 7.

8 DISPUTE RESOLUTION

8.1 Not commence

A party must not commence any court proceedings relating to a dispute unless it complies with this clause 8.

8.2 Written notice of dispute

A party claiming that a dispute has arisen under or in relation to this deed must give written notice to the other party specifying the nature of the dispute.

8.3 Attempt to resolve

On receipt of notice under clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously using informal dispute resolution techniques such as mediation, expert evaluation or other techniques agreed by them.

8.4 Mediation

If the parties do not agree within 21 Business Days of receipt of notice under clause 8.2 (or any further period agreed in writing by them) as to:

- (a) the dispute resolution technique and procedures to be adopted;
- (b) the timetable for all steps in those procedures; or
- (c) the selection and compensation of the independent person required for such technique,

the parties must mediate the dispute in accordance with the Mediation Rules of the Law Society of NSW. The parties must request the president of the Law Society of NSW or the president's nominee to select the mediator and determine the mediator's remuneration.

8.5 Court proceedings

If the dispute is not resolved within 60 Business Days after notice is given under clause 8.2 then any party which has complied with the provisions of this clause 8 may in writing terminate any dispute resolution process undertaken under this clause and may then commence court proceedings in relation to the dispute.

8.6 Not use information

The parties acknowledge the purpose of any exchange of information or documents or the making of any offer of settlement under this clause 8 is to attempt to settle the dispute. No party may use any information or documents obtained through any dispute resolution process undertaken under this clause 8 for any purpose other than in an attempt to settle the dispute.

8.7 No prejudice

This clause 8 does not prejudice the right of a party to institute court proceedings for urgent injunctive or declaratory relief in relation to any matter arising out of or relating to this deed.

9 GST

9.1 Definitions

Words used in this clause that are defined in the GST Legislation have the meaning given in that legislation.

9.2 Intention of the parties

The parties intend that:

- (a) Divisions 81 and 82 of the GST Legislation apply to the supplies made under and in respect of this deed; and
- (b) no additional amounts will be payable on account of GST and no tax invoices will be exchanged between the parties.

9.3 Reimbursement

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which any entity is entitled for the acquisition to which the cost, expense or amount relates.

9.4 Consideration GST exclusive

Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this deed are GST Exclusive. Any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purposes of this clause 9.

9.5 Additional Amounts for GST

To the extent an amount of GST is payable on a supply made by a party under or in connection with this deed (the GST Amount), the Recipient will pay to the Supplier the GST Amount. However, where a GST Amount is payable by the Minister as Recipient of the supply, the Developer will ensure that:

- (a) the Developer makes payment of the GST Amount on behalf of the Minister, including any gross up that may be required; and
- (b) the Developer provides a Tax Invoice to the Minister.

9.6 Non monetary consideration

Clause 9.5 applies to non-monetary consideration.

9.7 Assumptions

The Developer acknowledges and agrees that in calculating any amounts payable under clause 9.5 the Developer will assume the Minister is not entitled to any input tax credit.

9.8 No merger

This clause will not merge on completion or termination of this deed.

10 ASSIGNMENT

10.1 Consent

This deed is personal to each party and no party may assign the rights or benefits of this deed to any person except:

- (a) to a related body corporate, after obtaining the consent of the other parties, which the other parties must not withhold if it is reasonably satisfied that the related body corporate has sufficient assets, resources and expertise to perform all of the assigning party's obligations under this deed; or
- (b) to any other person, with the prior consent of the other parties, which the other parties may give, give conditionally or withhold in its absolute discretion.

11 CAPACITY

11.1 General warranties

Each party warrants to each other party that:

- (a) this deed creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms; and
- (b) unless otherwise stated, it has not entered into this deed in the capacity of trustee of any trust.

11.2 Power of attorney

If an attorney executes this deed on behalf of any party, the attorney declares that it has no notice of the revocation of that power of attorney.

12 REPORTING REQUIREMENT

- (a) On each anniversary of the date of this deed or as otherwise agreed with the Secretary, the Developer must deliver to the Secretary a report which must include those matters set out in clauses (b) and (c), as applicable.
- (b) If the Developer has not provided a Contribution Amount in the 12 month period immediately preceding the relevant anniversary of this deed, the Report must include:

- (i) a description of the status of the Development;
 - (ii) a forecast in relation to the anticipated progression and completion of the Development; and
 - (iii) an estimated date for when the Developer expects to lodge the first Planning Application.
- (c) If the Developer has provided one or more Contribution Amounts under this deed, the report must include:
- (i) details of all Development Consents granted in relation to the Development;
 - (ii) a schedule that details all Contribution Amounts provided under this deed as at the date of the report; and
 - (iii) an estimated date for when the Developer expects to lodge the next Planning Application.
- (d) Upon the Secretary's request, the Developer must deliver to the Secretary all documents and other information which, in the reasonable opinion of the Secretary are necessary for the Secretary to assess the status of the Development.

13 GENERAL PROVISIONS

13.1 Entire deed

This deed constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing.

13.2 Variation

This deed must not be varied except by a later written document executed by all parties.

13.3 Waiver

A right created by this deed cannot be waived except in writing signed by the party entitled to that right. Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or of any other right of that party.

13.4 Further assurances

Each party must promptly execute all documents and do every thing necessary or desirable to give full effect to the arrangements contained in this deed.

13.5 Time for doing acts

(a) If:

(i) the time for doing any act or thing required to be done; or

(ii) a notice period specified in this deed,

expires on a day other than a Business Day, the time for doing that act or thing or the expiration of that notice period is extended until the following Business Day.

(b) If any act or thing required to be done is done after 5 pm on the specified day, it is taken to have been done on the following Business Day.

13.6 Governing law and jurisdiction

(a) The laws applicable in New South Wales govern this deed.

(b) The parties submit to the non-exclusive jurisdiction of the courts of New South Wales and any courts competent to hear appeals from those courts.

13.7 Severance

If any clause or part of any clause is in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from this deed without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect.

13.8 Preservation of existing rights

The expiration or termination of this deed does not affect any right that has accrued to a party before the expiration or termination date.

13.9 No merger

Any right or obligation of any party that is expressed to operate or have effect on or after the completion, expiration or termination of this deed for any reason, will not merge on the occurrence of that event but will remain in full force and effect.

13.10 Counterparts

This deed may be executed in any number of counterparts. All counterparts taken together constitute one instrument.

13.11 Relationship of parties

Unless otherwise stated:

- (a) nothing in this deed creates a joint venture, partnership, or the relationship of principal and agent, or employee and employer between the parties; and
- (b) no party has the authority to bind any other party by any representation, declaration or admission, or to make any contract or commitment on behalf of any other party or to pledge any other party's credit.

13.12 Good faith

Each party must act in good faith towards all other parties and use its best endeavours to comply with the spirit and intention of this deed.

13.13 No fetter

Nothing in this deed shall be construed as requiring the Minister to do anything that would cause the Minister to breach any of the Minister's obligations at law and without limitation, nothing in this deed shall be construed as limiting or fettering in any way the discretion of the Minister in exercising any of the Minister's statutory functions, powers, authorities or duties.

13.14 Explanatory note

The Explanatory Note must not be used to assist in construing this deed.

13.15 Expenses and stamp duty

- (a) The Developer must pay its own and the Minister's reasonable legal costs and disbursements in connection with the negotiation, preparation, execution and carrying into effect of this deed.
- (b) The Developer must pay for all costs and expenses associated with the giving of public notice of this deed and the Explanatory Note in accordance with the Regulation.
- (c) The Developer must pay all Taxes assessed on or in respect of this deed and any instrument or transaction required or contemplated by or necessary to give effect to this deed (including stamp duty and registration fees, if applicable).

- (d) The Developer must provide the Minister with bank cheques in respect of the Minister's costs pursuant to clauses 13.15(a) and (b):
 - (i) where the Minister has provided the Developer with written notice of the sum of such costs prior to execution, on the date of execution of this deed; or
 - (ii) where the Minister has not provided the Developer with prior written notice of the sum of such costs prior to execution, within 30 Business Days of demand by the Minister for payment.

13.16 Notices

- (a) Any notice, demand, consent, approval, request or other communication (**Notice**) to be given under this deed must be in writing and must be given to the recipient at its Address for Service by being:
 - (i) hand delivered; or
 - (ii) sent by facsimile transmission; or
 - (iii) sent by prepaid ordinary mail within Australia.
- (b) A Notice is given if:
 - (i) hand delivered, on the date of delivery;
 - (ii) sent by facsimile transmission during any Business Day, on the date that the sending party's facsimile machine records that the facsimile has been successfully transmitted; or
 - (iii) sent by prepaid ordinary mail within Australia, on the date that is 2 Business Days after the date of posting.

SCHEDULE 1

Table 1 – Requirements under section 93F of the Act (clause 2.2)

The parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the deed complying with the Act.

REQUIREMENT UNDER THE ACT	THIS DEED
<p>Planning Instrument and/or development application – (section 93F(2))</p> <p>The Developer has:</p> <p>(a) sought a change to an environmental planning instrument.</p> <p>(b) made, or proposes to make, a Development Application.</p> <p>(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.</p>	<p>(a) No</p> <p>(b) No</p> <p>(c) Yes</p>
<p>Description of land to which this deed applies – (section 93F(3)(a))</p>	See Schedule 3
<p>Description of change to the environmental planning instrument to which this deed applies – (section 93F(3)(b))</p>	N/A
<p>The scope, timing and manner of delivery of contribution required by this deed – (section 93F(3)(c))</p>	See Schedule 4
<p>Applicability of sections 94 and 94A of the Act – (section 93F(3)(d))</p>	The application of sections 94 and 94A of the Act is not excluded in respect of the Development.
<p>Applicability of section 94EF of the Act – (section 93F(3)(d))</p>	The application of section 94EF of the Act is excluded in respect of the Development.
<p>Consideration of benefits under this deed if section 94 applies – (section 93F(3)(e))</p>	No
<p>Mechanism for Dispute Resolution – (section 93F(3)(f))</p>	See clause 8
<p>Enforcement of this deed – (section 93F(3)(g))</p>	See clause 8
<p>No obligation to grant consent or exercise functions – (section 93F(10))</p>	See clause 13.13

Table 2 – Other matters

REQUIREMENT UNDER THE ACT OR REGULATION	THIS DEED
Registration of the Planning Agreement – (section 93H of the Act)	Yes (see clause 7)
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a construction certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before an occupation certificate is issued – (clause 25E(2)(g) of the Regulation)	No
Whether the Planning Agreement specifies that certain requirements of the agreement must be complied with before a subdivision certificate is issued – (clause 25E(2)(g) of the Regulation)	Yes (see clause 3 of Schedule 4)

SCHEDULE 2

Address for Service (clause 1.1)

Minister

Contact: The Secretary

Address: Department of Planning and Environment
23-33 Bridge Street
SYDNEY NSW 2000

Facsimile No: (02) 9228 6455

Developer

Contact: Mr Anthony Fisher

Postal Address: Fisher Consulting Engineers
PO Box 3330
MEREWETHER NSW 2291

Street Address: 54 Rembrandt Drive
MEREWETHER NSW 2291

Facsimile: (02) 4933 1120

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SCHEDULE 3

Land (clause 1.1)

1 Lots proposed for development

Lot	Deposited Plan	Folio Identifier
5	1082569	5/1082569

SCHEDULE 4

Development Contributions (clause 4)

1 Development Contributions

The Developer undertakes to make the following Development Contributions:

- (a) The Developer undertakes to provide the Development Contribution in the manner set out in the table below:

Development Contribution	Value	Timing
Contribution Amount - Cash contribution towards designated State public infrastructure	\$72,440 per hectare of Net Developable Area for any part of the Land to which each Subdivision Certificate application relates.	Pursuant to clause 3 of this Schedule 4.

- (b) The Minister and Developer acknowledge and agree that the sum of the Contribution Amounts form the Development Contribution under this deed.

2 Calculation of the value of a Contribution Amount

- (a) Each Contribution Amount will be an amount equal to the sum represented by "X" in the following formula:

$$X = N \times \$72,440$$

"N" means the number of hectares comprised in the Net Developable Area of the Land to which a Subdivision Certificate application relates.

- (b) On each CPI Adjustment Date, the value of X in clause 2(a) will be adjusted by multiplying X by an amount equal to the Current CPI divided by the Base CPI.
- (c) For the purposes of calculating the Net Developable Area, the Net Developable Area is:
- (i) taken to exclude that part of the Land zoned E2 Environmental Conservation under the LEP; and
 - (ii) notwithstanding clause 9(2) of the Draft Determination, not to include any land that is to be dedicated for the purpose of public roads;

- (III) where the proposed subdivision of land would result in the creation of a lot containing an existing lawful habitable dwelling (being a dwelling which lawfully existed on part of the Land at the date this deed commences) and:
 - (a) that lot has an area of more than 0.1 hectare, the Net Developable Area is taken to be reduced by 0.1 hectare; or
 - (b) where that lot has an area of not more than 0.1 hectare, the Net Developable Area does not include the area of the lot.

3 Payment of Contribution Amounts

- (a) The Developer must pay to the Minister or the Minister's nominee each Contribution Amount prior to the issue of the relevant Subdivision Certificate.
- (b) The parties agree that the requirement to make a payment under this clause is a restriction on the issue of the relevant Subdivision Certificate within the meaning of section 109J(1)(c1) of the Act.

SCHEDULE 5

1 Developer to provide Bank Guarantee

- (a) In order to secure the payment of each Contribution Amount, the Developer has agreed to provide security in the form of a Bank Guarantee.
- (b) The Bank Guarantee must:
 - (i) name the "Minister for Planning and Department of Planning and Environment ABN 38 755 709 681" as the relevant beneficiaries; and
 - (ii) not have an expiry date.

2 Bank Guarantee

- (a) Upon execution of this deed, the Developer will provide security to the Minister in the form of the Bank Guarantee for a face value equivalent to \$20,000.
- (b) From the date of execution of this deed until the date that the Developer has provided the Development Contribution in full, the Minister will be entitled to retain the Bank Guarantee.

3 Claims under the Bank Guarantee

- (a) The Minister may call upon a Bank Guarantee where:
 - (i) the Developer has failed to pay a Contribution Amount on or before the date for payment under this deed; or
 - (ii) the Developer has failed to provide one or more Bank Guarantees to ensure that at all times the value of the security held by the Minister is for a face value equivalent to the Security Amount,and retain and apply such monies towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed.
- (b) Prior to calling upon a Bank Guarantee the Minister must give the Developer not less than 10 Business Days written notice.
- (c) If :
 - (i) the Minister calls upon a Bank Guarantee; and
 - (ii) applies all or part of such monies towards the costs and expenses incurred by the Minister in rectifying any default by the Developer under this deed; and
 - (iii) has notified the Developer of the call upon the Bank Guarantee in accordance with clause 3(b) of this Schedule 5,then the Developer must provide to the Minister a replacement Bank Guarantee to ensure that at all times until the date that the Developer has provided the Development Contribution in full, the Minister is in possession of a Bank Guarantee for a face value equivalent to \$20,000.

4 Release of Bank Guarantee

If:

- (a) the Developer has satisfied all of its obligations under this deed secured by a Bank Guarantee; and
- (b) the whole of the monies secured by the Bank Guarantee have not been expended and the monies accounted for in accordance with clause 3 of this Schedule 5,

then the Minister will promptly return the Bank Guarantee (less any costs, charges, duties and taxes payable), or the remainder of the monies secured by the Bank Guarantee (as the case may be), to the Developer.

SCHEDULE 6

Draft Determination (clause 1.1)

Public Consultation Draft

Environmental Planning and Assessment (Special Infrastructure Contribution – Lower Hunter) Determination 2011

under the Environmental Planning and Assessment Act 1979

I, the Minister for Planning, in pursuance of section 94EE of the *Environmental Planning and Assessment Act 1979*, make the following Determination.

Minister for Planning

Dated:

1 Name of Determination

This Determination is the *Environmental Planning and Assessment (Special Infrastructure Contribution – Lower Hunter) Determination 2011*.

2 Commencement

This Determination takes effect on [insert date].

3 Definitions

(1) In this Determination:

contribution rate – see clauses 7 and 8.

deferred payment arrangement – see clause 17.

developer means the person having the benefit of a development consent for the time being.

industrial land means:

(a) land within any of the following land use zones specified in the Standard Instrument:

- (i) Zone B5 Business Development
- (ii) Zone B7 Business Park,
- (iii) Zone IN1 General Industrial,
- (iv) Zone IN2 Light Industrial,
- (v) Zone IN3 Heavy Industrial, and

- (b) land within a land use zone that is equivalent to any such land use zone, and
- (c) land within any land use zone:
 - (i) that adjoins industrial land described in paragraph (a) or (b), and
 - (ii) on which development for a purpose permitted on the adjoining industrial land is authorised to be carried out under a development consent that is granted pursuant to a provision of an environmental planning instrument that is in the same terms, or substantially the same terms, as clause 5.3 (Development near zone boundaries) of the Standard Instrument.

infrastructure has the same meaning as it has in Subdivision 4 of Division 6 of Part 4 of the Act.

relevant development means development for which a special infrastructure contribution must be made under this Determination.

residential land means:

- (a) land within any of the following land use zones specified in the Standard Instrument:
 - (i) Zone R1 General Residential,
 - (ii) Zone R2 Low Density Residential,
 - (iii) Zone R3 Medium Density Residential,
 - (iv) Zone R4 High Density Residential,
 - (v) Zone R5 Large Lot Residential,
 - (vi) Zone RE2 Private Recreation,
 - (vii) Zone E4 Environmental Living, and

Note. Examples of land uses zones equivalent to those specified in the Standard Instrument are Zone 2 (Residential Zone) and Zone 6(b) (Private Open Space and Recreation Zone), as provided by *Singlton Local Environmental Plan 1998*.

- (b) land within a land use zone that is equivalent to any such land use zone, and
- (c) land within any land use zone:
 - (i) that adjoins residential land described in paragraph (a) or (b), and
 - (ii) on which development for a purpose permitted on the adjoining residential land is authorised to be carried out under a development consent that is granted pursuant to a provision of an environmental planning instrument that is in the same terms, or substantially the same terms, as clause 5.3 (Development near zone boundaries) of the Standard Instrument.

special infrastructure contribution means a development contribution that is determined under section 94EE of the Act.

special infrastructure contribution works-in-kind agreement – see clause 25.

Standard Instrument means the standard instrument for a principal local environmental plan prescribed by the *Standard Instrument (Local Environmental Plans) Order 2006*.

strata certificate means a strata certificate within the meaning of the *Strata Schemes (Freehold Development) Act 1973* or the *Strata Schemes (Leasehold Development) Act 1986*.

strata lot means a lot within the meaning of section 5 (1) of the *Strata Schemes (Freehold Development) Act 1973* or section 4 (1) of the *Strata Schemes (Leasehold Development) Act 1986*.

Sydney CPI number means the Consumer Price Index (All Groups Index) for Sydney issued by the Australian Statistician.

the Act means the *Environmental Planning and Assessment Act 1979*.

the map marked “Lower Hunter – Special Contributions Area” means the map marked “Lower Hunter – Special Contributions Area” referred to in Schedule 5A to the Act.

Lower Hunter Special Contributions Area means the land described in Schedule 5A to the Act as the land shown edged heavy black on the map marked “Lower Hunter – Special Contributions Area”.

- (2) A word or expression used in this Determination has the same meaning as it has in the Act, unless otherwise defined.

Note. See section 4B of the *Environmental Planning and Assessment Act 1979* for the meaning of **subdivision of land**. Subdivision of land includes community title subdivision under the *Community Land Development Act 1989*.

- (3) The following words or expressions have the same meanings as they have in the Standard Instrument:

- (a) emergency services facility,
- (b) health services facility,
- (c) neighbourhood shop,
- (d) passenger transport facility,
- (e) public utility undertaking, (f)
recreation area,
- (g) shop top housing.

- (4) A reference in this Determination to the Minister in relation to a deferred payment arrangement or special infrastructure contribution works-in-kind agreement includes a reference to the Director-General, or other officer of the Department of Planning, acting for and on behalf of the Crown in right of the State of New South Wales.

- (5) Notes in this Determination are provided for guidance only.

4 Development for which SIC must be made

- (1) Subject to this clause, a special infrastructure contribution must be made for development on the following land within the Lower Hunter Special Contributions Area:
- (a) residential land within the Lower Hunter Special Contributions Area,
 - (b) industrial land within the Lower Hunter Special Contributions Area.

Note. A special infrastructure contribution may be imposed only as a condition of development consent. Accordingly, such a contribution can be required only in respect of development that may be carried out with development consent. A special infrastructure contribution cannot be imposed as a condition of consent if a planning agreement made in accordance with section 93F of the *Environmental Planning and Assessment Act 1979* excludes the application of section 94EF.

- (2) A special infrastructure contribution is not required to be made for development for the purpose of any of the following:
- (a) government school (within the meaning of the *Education Act 1990*),
 - (b) TAFE establishment,
 - (c) emergency services facility,
 - (d) health services facility owned or operated by a public authority,
 - (e) golf course (but not including any associated building such as a club house),
 - (f) neighbourhood shop,
 - (g) passenger transport facility,
 - (h) public utility undertaking,
 - (i) bus depot, whether or not owned or operated by a public authority,
 - (j) recreation area,
 - (k) shop top housing,
 - (l) roads, or other public amenities or public services, in connection with which development contributions have been imposed under section 94 or
 - (m) roads or other infrastructure in connection with which special infrastructure contributions have been, or may be, imposed in accordance with this Determination.

Note. See Appendix 1 to this Determination for the items of infrastructure in connection with which a special infrastructure contribution is required to be made under this Determination.

- (3) If a special infrastructure contribution has been required to be made for development on land in accordance with this Determination, a further special infrastructure contribution is not required to be made for other development on that land.
- (4) A special infrastructure contribution is not required to be made for any of the following kinds of development:
- (a) subdivision for the purpose only of creating a lot (no more than 0.1 hectare in area) to contain an existing lawful habitable dwelling,
 - (b) subdivision for the purpose only of rectifying an encroachment on any existing lot,

- (c) development on land in relation to which the Director-General has certified to the consent authority that satisfactory arrangements have been made to contribute to the provision of designated State public infrastructure.
- (5) A special infrastructure contribution is not required to be made for development that satisfies both of the following:
- (a) the development comprises the subdivision of land (other than a strata subdivision or a subdivision that is only for the purpose of creating a lot to contain an existing habitable dwelling),
 - (b) the Director-General has, having regard to relevant planning controls, certified to the consent authority that each lot resulting from the subdivision is a lot that will be further subdivided in accordance with a further development consent (or approval under Part 3A of the Act) for the purpose of the orderly development of the land for urban purposes in the future.

Note. A lot referred to in paragraph (b) is commonly referred to as a super lot.

- (6) A special infrastructure contribution is not required to be made in respect of complying development for which a complying development certificate is issued.
- (7) To avoid doubt, a special infrastructure contribution is required to be made:
- (a) for any part of the land to which a development consent relates within the Lower Hunter Special Contributions Area, even if the same development consent authorises development on land outside the Special Contributions Area, and
 - (b) for any part of the land on which relevant development is authorised to be carried out by a development consent, even if the same development consent also authorises development that is not relevant development (because, for example, of land use zoning) on another part of the land.
- (8) An exclusion from the requirement to make a special infrastructure contribution provided by a subclause of this clause is not limited by the terms of an exclusion provided by any other subclause of this clause.

Note. See section 75R (4) of the *Environmental Planning and Assessment Act 1979* for the application of this Determination to a project under Part 3A of that Act.

5 Nature of contribution

- (1) The special infrastructure contribution that must be made for relevant development is:
- (a) a monetary contribution, or
 - (b) a contribution of a kind specified in a special infrastructure contribution works-in-kind agreement that is in force in relation to the relevant development (being the carrying out of works for the provision of infrastructure or the dedication or other provision of land).
- (2) The special infrastructure contribution may comprise part of the amount of the monetary contribution otherwise payable and the balance as a contribution provided by a special infrastructure contribution works-in-kind agreement.

6 Amount of monetary contribution

The monetary contribution that is payable as a special infrastructure contribution for a relevant development is the amount calculated by applying the contribution rate for the relevant development, as at the date of payment, to the net developable area for the development, that is, the monetary contribution is an amount calculated as follows:

$$SC_p = NDA \times SC_r$$

where:

SC_p is the monetary contribution payable

NDA is the net developable area, in hectares, for the relevant development (determined in accordance with clauses 9 to 13)

SC_r is the amount in dollars of the contribution rate, applicable at the date of payment, for the relevant development (as provided by clauses 7 and 8).

7 Contribution rates

(1) The contribution rate that is to be used in the calculation of the monetary contribution for a relevant development is the rate specified in the table to subclause (2) for development of the class to which the relevant development belongs.

(2) Each amount specified in the table to this subclause applies to the determination of the relevant contribution rate at any time before 1 July 2011.

Table

Class of development	Contribution rate
1. Development on residential land that is within the Lower Hunter Special Contributions Area (as referred to in clause 4 (1) (a))	\$105,340 per hectare of net developable area
2. Development on industrial land within the Lower Hunter Special Contributions Area (as referred to in clause 4 (1) (b))	\$42,134 per hectare of net developable area

(3) The amounts that apply to the determination of the contribution rates at any time during the 12 month period commencing 1 July 2011, and during each subsequent 12 month period, are the amounts as adjusted in accordance with clause 8.

8 Annual adjustment of amounts used in contribution rates

(1) For the purposes of this clause, each of the amounts of \$105,340 and \$42,134 specified in the table to clause 7 (2) is an adjustable amount.

(2) On 1 July 2011 and on 1 July in each subsequent year, each adjustable amount is to be adjusted by multiplying the amount by the following fraction:

latest Sydney CPI number / 170.5

where:

latest Sydney CPI number is the Sydney CPI number for the March quarter in the year in which the adjustment is made (the March quarter being the quarter commencing on and including 1 January and ending on and including 31 March in that same year).

Note. The figure 170.5 is the Sydney CPI number for the March quarter in 2010.

- (3) If an adjustable amount, as adjusted in accordance with subclause (2), is not a multiple of \$1, the amount is to be rounded to the nearest \$1.

9 Net developable area

- (1) The net developable area for a relevant development is the area of land, in hectares, to which the development consent for the development relates, subject to this Determination.

- (2) The net developable area for a relevant development includes the area of any land that the development consent authorises, or requires, to be used as a road, or reserved or dedicated as a public road (other than a road referred to in subclause (3)). The net developable area does not, however, include the area of any existing road in respect of which the development consent authorises, or requires, road work (such as road widening) to be carried out.

- (3) To avoid doubt, the net developable area does not include the area of any land that the development consent authorises, or requires, to be reserved, dedicated or otherwise set aside as, or for the purpose of, any of the following:

- (a) government school (within the meaning of the *Education Act 1990*),
- (b) TAFE establishment,
- (c) emergency services facility,
- (d) health services facility owned or operated by a public authority,
- (e) golf course,
- (f) passenger transport facility,
- (g) public reserve or drainage reserve (within the meaning of the *Local Government Act 1993*),
- (h) public transport corridor (other than a road corridor),
- (i) public utility undertaking,
- (j) bus depot, whether or not owned or operated by a public authority,
- (k) recreation area,
- (l) roads, or other public amenities or public services, in connection with which development contributions have been imposed under section 94 or section 94A of the Act or may be imposed in accordance with a contributions plan approved under section 94EA of the Act,
- (m) roads or other infrastructure in connection with which special infrastructure contributions have been, or may be, imposed in accordance with this Determination.

- (4) The following areas of land are also not to be included in the calculation of the net developable area for the relevant development:
- (a) any part of the land to which the development consent for the relevant development relates that is at or below the level of a 1:100 ARI (average recurrent interval) flood event, if that part of the land is unsuitable for the relevant development by virtue of it being at or below that level,
 - (b) any part of the land to which the development consent for the relevant development relates that is identified as public open space in a development control plan or in a contributions plan approved under section 94EA of the Act.

10 Net developable area where large lot created to contain an existing habitable dwelling

The net developable area for a relevant development comprising subdivision of land for the purpose only of creating a lot of more than 0.1 hectare in area to contain an existing lawful habitable dwelling is taken to be reduced by 0.1 hectare.

Note. See also clause 4 (4) (a) which provides that a SIC is not required to be made for a subdivision of land the only purpose of which is to create a lot that is no more than 0.1 hectare in area so as to contain an existing habitable dwelling.

11 Net developable area not to include any residue lot or super lot

The net developable area for a relevant development comprising subdivision of land does not include any lot that the Director-General has, having regard to relevant planning controls, certified to the consent authority is a lot that will be further subdivided in accordance with a further development consent (or approval under Part 3A of the Act) for the purpose of the orderly development of the land for urban purposes in the future.

12 Reduction of net developable area where land within heritage curtilage or Environmental Living Zone

- (1) This clause applies to a relevant development if any lot of land to which the development consent for the development relates includes (wholly or partly):
- (a) land that is within the curtilage of a building listed on the State Heritage Register, or
 - (b) land that is within Zone E4 Environmental Living.
- (2) For the purpose of calculating the net developable area for a relevant development to which this clause applies, any such lot that is more than 0.1 hectare in area is taken to be 0.1 hectare.
- (3) In this clause, *curtilage*, in relation to a building, means the curtilage of that building, or the site of that building, as specified or described in the listing of the building on the State Heritage Register.

13 Final determination of net developable area by Director-General

The Director-General may make any determination required to be made for the purpose of calculating the net developable area for a relevant development in accordance with this

Determination and, for that purpose, may have regard to any information available at the time, such as construction plans and any measurements made by a registered surveyor of the land concerned.

14 When a monetary contribution for development other than subdivision is to be paid

If a special infrastructure contribution is made as a monetary contribution, the monetary contribution must be paid for relevant development (other than subdivision):

- (a) before a construction certificate is issued in relation to a building to which the development consent for the relevant development relates, and
- (b) if a construction certificate is not required for the relevant development, before any work that the development consent authorises to be carried out is physically commenced on the land.

15 When a monetary contribution for subdivision (other than strata subdivision) is to be paid

(1) If a special infrastructure contribution for a subdivision (other than strata subdivision) is made as a monetary contribution, the monetary contribution must be paid:

- (a) before a subdivision certificate is issued for the subdivision, or
- (b) in accordance with clause 18 if a deferred payment arrangement is in force in relation to the monetary contribution at the time the subdivision certificate is issued for the subdivision.

(2) For the purpose of subclause (1) (a), if a subdivision certificate is sought for a plan of subdivision that would, on registration, create only some of the lots authorised to be created by the relevant development consent, the monetary contribution for the subdivision authorised by the development consent may be paid progressively, with an amount being paid before the issue of each subdivision certificate for a plan of subdivision authorised by that consent (a *subdivision certificate for a staged subdivision*).

(3) The amount that must be paid before the issue of each subdivision certificate for a staged subdivision is to be calculated:

- (a) as if the subdivision of land to which the subdivision certificate relates comprised the entire subdivision authorised by the development consent, and
- (b) on the basis that the net developable area does not include the area of any "transitional lot" in the plan of subdivision for which the subdivision certificate is sought.

A "*transitional lot*" is a lot in the plan of subdivision for which the subdivision certificate is sought that may be further subdivided in accordance with the relevant development consent.

16 When a monetary contribution for strata subdivision is to be paid

If a special infrastructure contribution for a strata subdivision is made as a monetary contribution, the monetary contribution must be paid:

- (a) before a strata certificate for the strata subdivision is issued, or
- (b) in accordance with clause 18 if a deferred payment arrangement is in force in relation to the monetary contribution at the time the strata certificate is issued.

17 Deferred payment arrangement for subdivision

- (1) For the purposes of this Determination, a deferred payment arrangement in relation to the payment of a monetary contribution for a subdivision is an arrangement described in this clause.
- (2) A deferred payment arrangement is made, in relation to a subdivision, if a deed of charge is executed by the owner of the land and the Minister, and that deed:
 - (a) grants the Minister a charge over the land to which the development consent for the subdivision relates, and
 - (b) is generally in accordance with the Memorandum of Deed of Charge Standard Terms and Conditions, executed by the Minister and registered by the Registrar-General, and
 - (c) is registered on the title to the land.
- (3) A deferred payment arrangement is also made, in relation to a subdivision, if a bank guarantee is provided to the Minister and:
 - (a) the Minister has agreed in writing to the terms of the bank guarantee, and
 - (b) the bank guarantee:
 - (i) secures the payment of the monetary contribution (including the payment of any contribution amount referred to in clause 19, 20 or 21), and
 - (ii) is for 100% of the monetary contribution (or any contribution amount referred to in clause 19, 20 or 21) at the time it becomes due, and
 - (iii) the bank guarantee provides that the Minister may call upon the bank guarantee (in full or in part) in the event of a failure to pay the monetary contribution, or any contribution amount, at the time it becomes due.

18 When a monetary contribution must be paid if deferred payment arrangement in place

If a deferred payment arrangement in relation to a monetary contribution for subdivision is in force, a separate amount is payable in respect of each lot or strata lot in the subdivision (the *contribution amount* calculated in accordance with clause 19, 20 or 21) and must be paid:

- (a) before the end of 3 years from the date of issue of the subdivision certificate or strata certificate that relates to that lot or strata lot, or

- (b) at least 21 working days before the lot or strata lot is first transferred (following its creation),

whichever is the earlier.

19 Amount payable in respect of each lot in subdivision – deferred payment arrangement

- (1) The contribution amount that is payable in respect of a lot in a subdivision (other than a subdivision to which clause 20 or 21 applies) for which a subdivision certificate has been issued is to be calculated, as at the date of payment, in accordance with the following formula:

$$SCA_p = L/LT \times NDA \times SC_R$$

where:

SCA_p is the contribution amount payable for the lot

L is the area (in hectares) of the lot

LT is the total area (in hectares) of the lots to which the subdivision certificate relates

NDA is the net developable area for the subdivision

SC_R is the amount in dollars of the contribution rate, applicable at the date of payment, for the subdivision (as provided by clauses 7 and 8)

- (2) If the subdivision certificate referred to in subclause (1) is a subdivision certificate for a staged subdivision (as referred to in clause 15 (2)), the net developable area for the subdivision is to be calculated:

- (a) as if the subdivision of land to which the subdivision certificate relates comprised the entire subdivision authorised by the relevant development consent, and
- (b) on the basis that the net developable area does not include the area of any “transitional lot” in the plan of subdivision to which the subdivision certificate relates (in which case a reference to a lot in subclause (1) does not include a reference to a transitional lot).

A “*transitional lot*” is a lot in the plan of subdivision to which the subdivision certificate relates that may be further subdivided in accordance with the relevant development consent.

- (3) A separate contribution amount is not payable in respect of a lot comprising a road, even though the area of the road is included in the calculation of the net developable area for the subdivision and is taken into account in calculating the contribution amounts that must be paid in respect of other lots in the subdivision. (Accordingly, a reference to a lot in subclause (1) does not include a reference to a lot comprising a road.)

20 Amount payable in respect of each strata lot in a strata subdivision – deferred payment arrangement

The contribution amount that is payable in respect of a strata lot in a strata subdivision for which a strata certificate has been issued is to be calculated, as at the date of payment, in accordance with the following formula:

$$SCA_P = U/UT \times NDA \times SC_R$$

where:

- SCA_P** is the contribution amount payable for the strata lot
U is the unit entitlements of the strata lot
UT is the total (aggregate) unit entitlements of all strata lots in the strata subdivision
NDA is the net developable area for the strata subdivision
SC_R is the amount in dollars of the contribution rate, applicable at the date of payment, for the strata subdivision (as provided by clauses 7 and 8)

21 Amount payable in respect of a lot in a community title subdivision – deferred payment arrangement

- (1) This clause applies to a lot in a subdivision of land procured by the registration of any of the following plans of subdivision within the meaning of the *Community Land Development Act 1989* (and in respect of which there is a deferred payment arrangement in force):

- (a) community plan,
- (b) community plan of subdivision,
- (c) neighbourhood plan,
- (d) neighbourhood plan of subdivision,
- (e) precinct plan,
- (f) precinct plan of subdivision.

- (2) The contribution amount that is payable in respect of a lot in a subdivision of land to which this clause applies (and for which a subdivision certificate has been issued) is to be calculated, as at the date of payment, in accordance with the following formula:

$$SCA_P = U/UT \times NDA \times SC_R$$

where:

- SCA_P** is the contribution amount payable for the lot
U is the unit entitlements of the lot
UT is the total (aggregate) unit entitlements of the lots in the subdivision
NDA is the net developable area for the subdivision
SC_R is the amount in dollars of the contribution rate, applicable at the date of payment, for the subdivision (as provided by clauses 7 and 8)

- (3) A separate contribution amount is not payable:
- (a) in respect of a lot shown in a community plan as community property, a lot shown in a neighbourhood plan as neighbourhood property and a lot shown in a precinct plan as precinct property, or
 - (b) in respect of a lot comprising a road,

even though the area of such a lot is included in the calculation of the net developable area for the subdivision and is taken into account in calculating the contribution amounts that must be paid in respect of the other lots in the subdivision. (Accordingly, a reference to a lot in subclause (2) does not include a reference to lot referred to in paragraph (a) or (b)).

- (4) If the subdivision certificate referred to in subclause (2) is a subdivision certificate for a staged subdivision (as referred to in clause 15 (2)), the net developable area for the subdivision is to be calculated:
- (a) as if the subdivision of land to which the subdivision certificate relates comprised the entire subdivision authorised by the relevant development consent, and
 - (b) on the basis that the net developable area does not include the area of any “transitional lot” in the plan of subdivision to which the subdivision certificate relates (in which case a reference to a lot in subclause (2) does not include a reference to a transitional lot).

A “*transitional lot*” is a lot in the plan of subdivision to which the subdivision certificate relates that may be further subdivided in accordance with the relevant development consent.

22 Payment of monetary contribution where subdivision and other development on same land

If a single development consent authorises both the subdivision of land and the carrying out of subdivision work on that land, the monetary contribution is required to be paid before the issue of the subdivision or strata certificate (or in accordance with clause 18), rather than before the issue of a construction certificate in relation to the work (even if that occurs first).

23 Payment of monetary contribution where different kinds of development on different parts of land

- (1) This clause applies if:
- (a) a single development consent authorises different kinds of relevant development on different parts of the land to which the development consent relates, and
 - (b) this Determination would otherwise require a monetary contribution to be paid at different times in respect of each kind of development.
- (2) The special infrastructure contribution for relevant development in any such case (if made as a monetary contribution) is to be paid:

- (a) at the earliest time by which payment would be required to be made for any of the different kinds of development, or
 - (b) as provided by subclause (3).
- (3) Separate monetary contributions may be made for each kind of relevant development as if, instead of a single development consent, a separate development consent had been granted for each kind of development. Accordingly, the monetary contributions are payable at the various times provided by this Determination in relation to the different kinds of development concerned.

24 Reduction in contribution if made by 1 July 2011

If a special infrastructure contribution is made as a monetary contribution that is paid before 1 July 2011, then the amount that would otherwise be payable under this Determination is reduced by one third.

25 Special infrastructure contribution works-in-kind agreement

- (1) For the purposes of this Determination, a special infrastructure contribution works-in-kind agreement is an agreement that meets the requirements set out in this clause.
- (2) A special infrastructure contribution works-in-kind agreement is an agreement between the Minister and the developer for the carrying out of works to provide an item of infrastructure specified in Appendix 1 to this Determination, or for the dedication or other provision of land for the purpose of any such infrastructure, in lieu (in part or in whole) of the payment of a monetary contribution for the development concerned.
- (3) A special infrastructure contribution works-in-kind agreement, in relation to the carrying out of works, is to:
 - (a) specify or acknowledge the monetary contribution that would otherwise be payable for the relevant development, and
 - (b) describe the works that are to be carried out by or on behalf of the developer to contribute to the provision of a specified item or items of infrastructure, and
 - (c) specify the attributable cost of the item or items of infrastructure and provide for the adjustment of that cost due to inflation or deflation, and
 - (d) provide that the maximum amount of the liability to make the special infrastructure contribution that may be discharged by the carrying out of the works is not to exceed the attributable cost of the item or items of the infrastructure, and
 - (e) specify times by which specified stages of the works involved must be completed ("key project milestones"), and
 - (f) provide for the nature or form of security to be provided by the developer for a failure to meet obligations with respect to the special infrastructure contribution.
- (4) A special infrastructure contribution works-in-kind agreement, in relation to the dedication or other provision of land, is to:

- (a) specify or acknowledge the monetary contribution that would otherwise be payable for the relevant development, and
 - (b) specify the time by which the land is to be dedicated or otherwise provided, and
 - (c) specify the manner in which the value of that land is to be calculated, and
 - (d) provide for the nature or form of security to be provided by the developer for a failure to meet obligations with respect to the special infrastructure contribution.
- (5) In this clause, *attributable cost*, in relation to an item of infrastructure, means the amount specified in Appendix 1 to this Determination for that item.

26 Part of special infrastructure contribution is for matters referred to in section 94ED (1) (d) of Act

For the purpose of section 94EE (3A) of the Act:

- (a) no part of the special infrastructure contribution required to be made by this Determination is for the provision of infrastructure by a council, and
- (b) no part of the special infrastructure contribution required to be made by this Determination is for matters specified in section 94ED (1) (d) of the Act.

Note. The matters specified in section 94ED (1) (d) of the *Environmental Planning and Assessment Act 1979* are the carrying out of any research or investigation, preparing any report, study or instrument, and doing any other matter or thing in connection with the exercise of any statutory function under the Act, by the Minister, the corporation, the Director-General or the Department.

27 Reasons for the level and nature of the special infrastructure contribution

For the purpose of section 94EE (5) of the Act, the reasons for the level and nature of the special infrastructure contribution required to be made by this Determination are as follows:

- (a) to assist in providing adequate funding for regional public infrastructure (described in Appendix 1 to this Determination) in the Lower Hunter Special Contributions Area,
- (b) to ensure that future development bears a share of the cost of the provision of such infrastructure,
- (c) to provide for the adjustment of the special infrastructure contribution to reflect changes in economic conditions between the time of imposing the contribution and the time at which the contribution is made,
- (d) to provide flexibility as to the manner in which the special infrastructure contribution may be made,
- (e) to ensure that the special infrastructure contribution reflects a reasonable apportionment between the demand for infrastructure generated by existing development and the demand for that infrastructure that is likely to be generated by new development for which the contribution must be paid.

APPENDIX I

LOWER HUNTER SIC CALCULATION SUMMARY

JANUARY 2011

DEVELOPMENT PROJECTIONS

RESIDENTIAL RELEASE AREAS	Dwelling Units Forecast
TOTAL Dwelling Units Forecast	86,000
Average Reservoir Dwelling Density (Units/ha)	12.5
Developable Area (ha)	6,880
EMPLOYMENT LAND	
Developable Area (ha)	1,363
TOTAL EQUIVALENT DEVELOPABLE AREA (ha)	8,243

INFRASTRUCTURE

ROADS	AMOUNT (\$'000)
Number of roads by State	12,862
State Average Cost per Road	14,278
WARRIOR Highway - Adelaide to Port Adelaide	62,178
WARRIOR Highway - Port Adelaide to Port Adelaide	12,472
WARRIOR Highway - Port Adelaide to Port Adelaide	28,732
WARRIOR Highway - Port Adelaide to Port Adelaide	40,498
WARRIOR Highway - Port Adelaide to Port Adelaide	28,277
WARRIOR Highway - Port Adelaide to Port Adelaide	4,815
WARRIOR Highway - Port Adelaide to Port Adelaide	28,170
WARRIOR Highway - Port Adelaide to Port Adelaide	18,880
WARRIOR Highway - Port Adelaide to Port Adelaide	11,063
WARRIOR Highway - Port Adelaide to Port Adelaide	15,862
WARRIOR Highway - Port Adelaide to Port Adelaide	28,182
WARRIOR Highway - Port Adelaide to Port Adelaide	28,178
WARRIOR Highway - Port Adelaide to Port Adelaide	80,237
WARRIOR Highway - Port Adelaide to Port Adelaide	17,536
WARRIOR Highway - Port Adelaide to Port Adelaide	8,486
WARRIOR Highway - Port Adelaide to Port Adelaide	1,534
WARRIOR Highway - Port Adelaide to Port Adelaide	5,278
WARRIOR Highway - Port Adelaide to Port Adelaide	5,000
WARRIOR Highway - Port Adelaide to Port Adelaide	15,278
WARRIOR Highway - Port Adelaide to Port Adelaide	13,112
WARRIOR Highway - Port Adelaide to Port Adelaide	3,247
WARRIOR Highway - Port Adelaide to Port Adelaide	19,653
WARRIOR Highway - Port Adelaide to Port Adelaide	10,754
WARRIOR Highway - Port Adelaide to Port Adelaide	60,908
WARRIOR Highway - Port Adelaide to Port Adelaide	18,078
WARRIOR Highway - Port Adelaide to Port Adelaide	11,000
WARRIOR Highway - Port Adelaide to Port Adelaide	18,777
WARRIOR Highway - Port Adelaide to Port Adelaide	16,728
TOTAL ROADS	681,888

EDUCATION	UNITS	AMOUNT (\$'000)
Primary School (1,100)	21	86,142
Secondary School (1,100)	3	83,078
Tertiary (1,100)	1	1,828
TOTAL EDUCATION		171,048

HEALTH	UNITS	AMOUNT (\$'000)
Minor	13	6,818
Major	10	1,230
Major	10	6,818
TOTAL HEALTH		14,866

EMERGENCY SERVICES	UNITS	AMOUNT (\$'000)
POLICE	2	2,492
POLICE	1	2,348
FIRE	1	1,296
AMBULANCE	1	2,362
TOTAL EMERGENCY SERVICES		8,498


OPEN SPACE	AMOUNT (\$'000)
TOTAL OPEN SPACE	8,884
TOTAL SIC COSTS (100% Costs)	864,888

CONTRIBUTION RATES	
RATE PER ha (100%)	\$140,488
RESIDENTIAL SIC RATE PER NET DEVELOPABLE ha (75%)	\$105,366
EMPLOYMENT SIC RATE PER NET DEVELOPABLE ha	\$42,134

NOTE
 The figures shown in this table represent the amount allocated within the Special Infrastructure Contribution which may differ from the actual costs at the time.
 The figures will be updated every five years.
 The Government's Contribution to infrastructure is to be funded in the State Infrastructure Strategy and Budget Paper 4.

EXECUTED as a deed

Signed sealed and delivered for and on
behalf of the **Minister for Planning** in the
presence of:

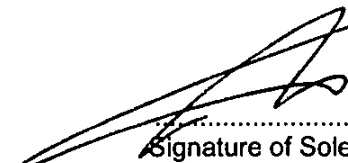

.....
Signature of Witness

BETTY JEAN HAMILTON
.....
Name of Witness in full


.....
Signature of the Minister for Planning
DELEGATE

SIMON OFFICER
.....
Minister for Planning
DELEGATE

Signed sealed and delivered by)
Buchanan Ridge Pty Limited (ACN 602)
024 626) in accordance with section 127 of)
the Corporations Act:


.....
Signature of Sole Director/Secretary

Timothy Gerard PETERS
.....
Name of Sole Director/Secretary



Explanatory Note

Minister for Planning (ABN 38 755 709 681)

and

**Buchanan Ridge Pty Limited
ACN 602 024 626**

Draft Planning Agreement

Introduction

The purpose of this explanatory note is to provide a plain English summary to support the notification of the draft planning agreement (the **Planning Agreement**) prepared under Subdivision 2 of Division 6 of Part 4 of the *Environmental Planning and Assessment Act 1979* (the **Act**).

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation 2000* (the **Regulation**).

Parties to the Planning Agreement

The parties to the Planning Agreement are Buchanan Ridge Pty Limited **ACN 602 024 626** (the **Developer**), and the Minister for Planning (the **Minister**).

Description of the Subject Land

The Planning Agreement applies to:

- Lot 5 DP1082569 (the **Land**).

The subject land forms part of the Avery's Village urban release area.

Description of the Proposed Development

The Developer has lodged a development application for 175 lot staged residential subdivision with Cessnock City Council; (**Proposed Development**). The developer has made an offer to the Minister to enter into the Planning Agreement in connection with the Proposed Development.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will make a monetary contribution of \$72,440 per hectare (as indexed under CPI in accordance with the Planning Agreement) of net developable area for the purposes of the provision of

designated State public infrastructure within the meaning of clause 6.1 of the *Cessnock Local Environmental Plan 2011* (the LEP).

The amount of the monetary contribution will be calculated on the basis of an estimate of the net developable area for each subdivision certificate application. It must be paid prior to the issue of each relevant subdivision certificate as set out in Schedule 4 to the Planning Agreement.

The Developer is required to provide a Bank Guarantee and register the Planning Agreement on the title to the Land in accordance with section 93H of the Act.

The objective of the Planning Agreement is to facilitate the delivery of the Developer's contributions towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

No relevant capital works program by the Minister is associated with this agreement.

Assessment of Merits of Planning Agreement

The Planning Purpose of the Planning Agreement

In accordance with section 93F(2) of the Act, the Planning Agreement has the following public purpose:

- the provision of (or the recoupment of the cost of providing) public amenities or public services.

The Minister and the Developer have assessed the Planning Agreement and both hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving the public purpose set out above. This is because it will ensure that the Developer makes appropriate contributions towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

How the Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by ensuring that an appropriate contribution is made towards the provision of infrastructure, facilities and services to satisfy needs that arise from development of the Land.

How the Planning Agreement Promotes the Objects of the Act

The Planning Agreement promotes the objects of the Act by encouraging:

- the promotion and co-ordination of the orderly and economic use and development of land.

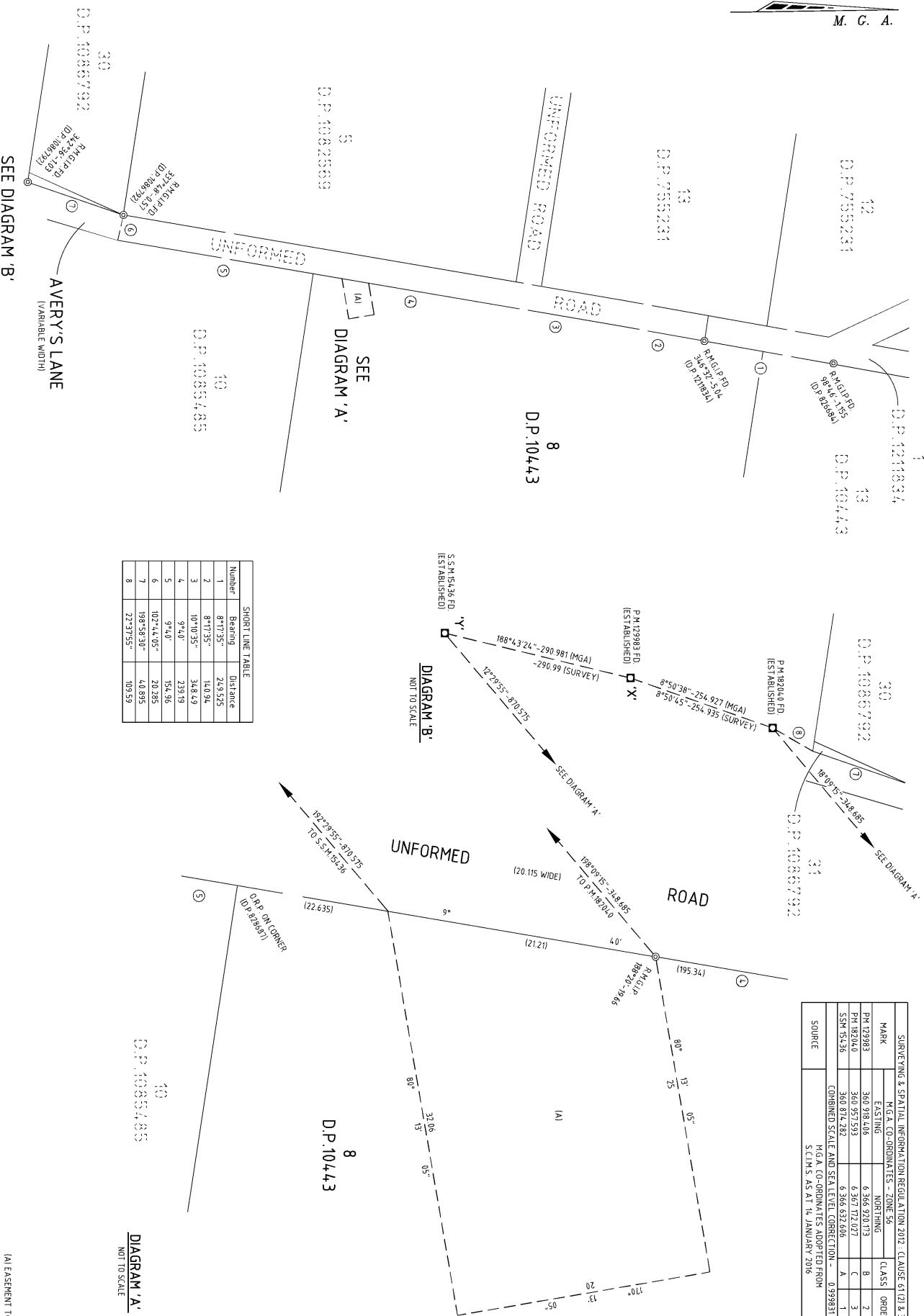
The Planning Agreement promotes the objects of the Act set out above by requiring the Developer to make a contribution towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

The Developer's offer to contribute towards the provision of State infrastructure will have a positive public impact as funds from the Developer will be available towards the provision of infrastructure, facilities and services referred to in clause 6.1 of the LEP.

Requirements relating to Construction, Occupation and Subdivision Certificates

The Planning Agreement requires the monetary contribution to be paid prior to the issue of the relevant subdivision certificate and therefore contains a restriction on the issue of a subdivision certificate within the meaning of section 109J (1)(c1) of the Act.

Handwritten signature and a checkmark.



Number	Bearing	Distance
1	8°17'35"	249.525
2	8°17'35"	140.94
3	10°10'35"	348.49
4	9°4'0"	239.19
5	9°4'0"	154.96
6	102°44'05"	20.285
7	198°58'38"	4.0895
8	22°37'55"	109.59

SURVEYING & SPATIAL INFORMATION REGULATION 2012 - (CLAUSE 61(2) & 35(1b))						
MARK	M.G.A. CO-ORDINATES - ZONE 56	EASTING	NORTHING	CLASS	ORDER ORIGIN	METHOD
PH 12983	360 918 486	6 366 920 113	B	2	SCMS	-
PH 18204	360 951 593	6 367 172 027	C	3	SCMS	-
SSM 1536	360 872 282	6 366 632 606	A	1	SCMS	-
COMBINED SCALE AND SEA LEVEL CORRECTION - 0.999831						
SOURCE						M.G.A. CO-ORDINATES ADOPTED FROM S.C.H.S. AS AT 14 JANUARY 2016

[A] EASEMENT TO DRAIN WATER 20 WIDE

Surveyor: NIGEL DELFS
Date of Survey: 11TH JANUARY 2016
Surveyor's Reference: 15143

PLAN OF EASEMENT TO DRAIN WATER 20 WIDE WITHIN LOT 8 D.P. 10443

LGA: CESSNOCK
Locality: BUCHANAN
Subdivision No: _____
Lengths are in metres. Reduction Ratio: 1200

Registered
18.9.2016

DP1216822

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm

PLAN FORM 6 (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Registered:  18.3.2016 Title System: TORRENS Purpose: EASEMENT	Office Use Only <div style="text-align: center; font-size: 2em; font-weight: bold;">DP1216822</div>
PLAN OF EASEMENT TO DRAIN WATER 20 WIDE WITHIN LOT 8 D.P.10443	LGA: CESSNOCK Locality: BUCHANAN Parish: STOCKRINGTON County: NORTHUMBERLAND
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:	Survey Certificate NIGEL DELFS I, of Delfs Lascelles Pty Ltd, P.O. Box 77 Broadmeadow 2292 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 Surveying and Spatial Information Regulation 2012 , is accurate and the survey was completed on *(b) The part of the land shown in the plan (*being/*excluding ^..... Easement Only.....) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2012</i> , is accurate and the survey was completed on, 11th January 2016, the part not surveyed was compiled in accordance with that Regulation. *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2012. Signature:  Dated: 15/1/16 Surveyor ID: 8232 Datum Line: 'X' - 'Y' Type: *Urban/*Rural The terrain is *Level - Undulating / *Steep - Mountainous - * Strike through if inapplicable ^ Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.
Subdivision Certificate I, *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: Consent Authority: Date of endorsement: Subdivision Certificate number: File number: *Strike through if inapplicable	Plans used in the preparation of survey/compilation D.P.10443 D.P.1082569 D.P.1086792 D.P.1211834 D.P.828687 D.P.826684 R.3647-1603 If space is insufficient continue on PLAN FORM 6A
Statements of intention to dedicate public roads, public reserves and drainage reserves Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: 15143


PLAN FORM 6A (2012)

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DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Registered  18.3.2016 Office Use Only

Office Use Only
DP1216822

**PLAN OF EASEMENT TO DRAIN WATER
20 WIDE WITHIN LOT 8 D.P.10443**

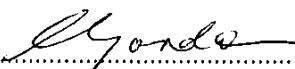
This sheet is for the provision of the following information as required:
• A schedule of lots and addresses See 60(c) SSI Regulation 2012
• Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
• Signatures and seals see 195D Conveyancing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

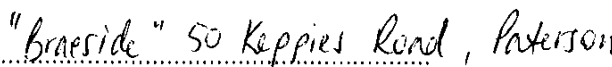
Subdivision Certificate number :
Date of Endorsement :

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

1. EASEMENT TO DRAIN WATER ²⁰~~19~~ WIDE


.....
LINDSAY JAMES GEORGE ELLIOTT


.....
Witness Name


.....
Witness Address

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15143


PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

ePlan

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Registered  18.3.2016
Office Use Only

Office Use Only
DP1216822

**PLAN OF EASEMENT TO DRAIN WATER
20 WIDE WITHIN LOT 8 D.P.10443**

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

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

Subdivision Certificate number :

Date of Endorsement :

MAITLAND MUTUAL BUILDING SOCIETY

MAITLAND MUTUAL BUILDING SOCIETY LIMITED

ACN 087 651 983 BY ITS ATTORNEY

(name) KEN ARCHER

(position) Commercial Lending Manager


PURSUANT TO POWER OF ATTORNEY

REGISTERED 4677-414

(signed) 

(witness) MKHELE SEARL

(Address) 417 HIGH STREET MAITLAND

(signed) 

If space is insufficient use additional annexure sheet


Surveyor's Reference: 15143

PLAN FORM 6A (2012)

WARNING : Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Registered  18.3.2016
Office Use Only

Office Use Only


**PLAN OF EASEMENT TO DRAIN WATER
20 WIDE WITHIN LOT 8 D.P.10443**

DP1216822

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

Subdivision Certificate number :
Date of Endorsement :

CESSNOCK CITY COUNCIL


RICHARDS IAN FORBES
TEAM LEADER
DEVELOPMENT SERVICES
CESSNOCK CITY COUNCIL.

If space is insufficient use additional annexure sheet

Surveyor's Reference: 15143

INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919

LENGTHS ARE IN METRES

(Sheet 1 of 3 Sheets)

Plan: **DP1216822**

Plan of Easement to Drain Water 20 Wide Within Lot 8 D.P.10443

Full name and address of Proprietors of Land

Lindsay James George Elliott
57 Avery's Lane
Heddon Greta NSW 2321

PART 1 (CREATION)


Number of items 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 to Drain Water 20 Wide	8/10443	5/1082569 Cessnock City Council

PART 2

1. The authority empowered to release, vary or modify easement, profit a prendre, restriction, or positive covenant numbered 1 in the abovementioned plan.

Cessnock City Council

SIGNED by the said)
LINDSAY JAMES GEORGE ELLIOTT)
in the presence of:-)


.....
WITNESS


.....

Deborah Anne Gordon

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

LENGTHS ARE IN METRES

(Sheet 2 of 3 Sheets)

Plan: **DP1216822**

Plan of Easement to Drain Water 20
Wide Within Lot 8 D.P.10443

EXECUTED BY CESSNOCK CITY COUNCIL



RICHARD IAN FORBES

TEAM LEADER

DEVELOPMENT SERVICES

CESSNOCK CITY COUNCIL

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919**

LENGTHS ARE IN METRES

³
(Sheet 3 of 2-Sheets)

Plan: **DP1216822**

Plan of Easement to Drain Water 20
Wide Within Lot 8 D.P.10443

EXECUTED BY MAITLAND MUTUAL BUILDING SOCIETY

MAITLAND MUTUAL BUILDING SOCIETY LIMITED

ACN 087 651 983 BY ITS ATTORNEY

(name) KEN ARCHER
(position) Commercial Lending Manager

PURSUANT TO POWER OF ATTORNEY

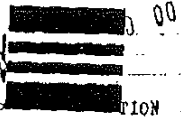
REGISTERED 4677-414
(signed) [Signature]
(witness) MICHÈLE SEARL
(Address) 417 HIGH STREET MAITLAND
(signed) [Signature]

KP 44

Paid by Misc. Voucher



N 64779



RESUMPTION

Section 31A, Real Property Act, 1900.

(For use where the land resumed is under the provisions of the Real Property Act, 1900.)

OFFICE USE ONLY

A	
W	\$2400.00

[Handwritten signature]

THE ELECTRICITY COMMISSION OF NEW SOUTH WALES

In consequence of the resumption notified in Government Gazette dated 17th November, 1972, folio 4588, a true copy whereof is hereto annexed, hereby applies to the Registrar General to make all recordings in the Register necessary to give effect to the resumption so far as it relates to the land described in the following schedule:

Reference to title		Whole or Part	Description of land (if part only)	County	Parish
Volume	Folio				
8405	130	PART	Parts of portions 50 and 83 shown in the plan hereto annexed marked A.	NORTHUMBERLAND	STANFORD
8405	131	PART	Parts of portions 13 and 14 shown in the plan hereto annexed marked A.	NORTHUMBERLAND	STANFORD HADDON

Dated at *Sydney* this 18th day of December, 1973.

Signed in my presence by an authorised officer of the applicant:

Cyril Howls
 Signature of witness

CYRIL HOWLS
 Name of Witness (BLOCK LETTERS)

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

R. J. McKay
 State Crown Solicitor
 Sydney
[Signature]
 Signature

*(Published in Government Gazette No. 122 of 17th
November, 1972.)*

**ELECTRICITY COMMISSION ACT, 1950, AS AMENDED,
—THE PUBLIC WORKS ACT, 1912, AS AMENDED
NEWCASTLE-KURRI No. 96A AND NEWCASTLE-ALCAN No. 96B
132kV TRANSMISSION LINES**

Acquisition of Easement

APPLICATION by the Electricity Commission of New South Wales having been made that an easement or right to use the land described in the Schedule hereto be appropriated or resumed for the construction and maintenance of electricity transmission lines, it is hereby notified and declared by His Excellency the Governor, acting with the advice of the Executive Council, that an easement or right as aforesaid over so much of the said land as is Crown land is hereby appropriated and an easement or right as aforesaid over so much of the said land as is private property is hereby resumed under Division 4 of Part V of the Public Works Act, 1912, as amended, for the purpose aforesaid; and it is hereby further notified that the said easement or right is vested in the Electricity Commission of New South Wales.

Dated at Sydney, this 1st day of November, 1972.

A. R. CUTLER, Governor.

By His Excellency's Command,
WAL. FIFE, Minister for Mines and Power.

SCHEDULE

Newcastle-Kurri No. 96A 132kV Transmission Line

All that piece or parcel of land situate in the City of Greater Cessnock, Parish of Stanford and County of Northumberland, being that part of portion 49 comprised in Conveyance registered Book 2899, Number 497, lying within strips of land 75 feet wide on both sides of the centreline of the transmission line which intersects the southern boundary of the land in Filed Plan 65151 at a point bearing successively 92 degrees 1 minute 33 links and 89 degrees 54 minutes 248 links from the southwestern corner of the said land in Filed Plan 65151 and thence bears southeasterly through the generally eastern boundary of the said portion 49 at a point bearing 181 degrees 47 minutes 163 links from the angle formed in that boundary by lines bearing successively 187 degrees 8 minutes and 181 degrees 47 minutes but excluding thereout the site of the road 100 links wide shown in plan catalogued R. 3647-1603, and said to be in the possession of J. Gallagher (P. 9424) (14).

And also, all that piece or parcel of land situate in the City of Greater Cessnock, Parishes of Heddon and Stanford and County of Northumberland, being that part of the land in Filed Plan 65152 and Filed Plan 65151 (vol. 8405, fol. 130 and 131) lying within strips of land 75 feet wide on both sides of the centreline of the transmission line which intersects the southern boundary of the said land in Filed Plan 65151 at a point distant 601 links measured along that boundary easterly from the southwestern corner of that land and thence bears northwesterly through the western boundary of the said land in Filed Plan 65152 at a point distant 2,267 links northerly from the southwestern corner of portion 14, Parish of Heddon, and said to be in the possession of J. G. Elliot and others (P. 9425) (15).

Newcastle-Alcan No. 96B 132kV Transmission Line

All that piece or parcel of land situate in the City of Greater Cessnock, Parish of Stanford and County of Northumberland, being that part of portion 49 comprised in Conveyance registered Book 2899, Number 497, lying within strips of land 75 feet wide on both sides of the centreline of the transmission line which intersects the southern boundary of the land in Filed Plan 65151 at a point bearing successively 92 degrees 1 minute 33 links and 89 degrees 54 minutes 1,483 links from the southwestern corner of the said land in Filed Plan 65151 and thence bears 144 degrees 53 minutes 20 seconds through the generally eastern boundary of the said portion 49, but excluding thereout the site of the road 100 links wide shown in plan catalogued R. 3647-1603 within the said portion 49, and said to be in the possession of J. Gallagher (P. 9424) (14).

And also, all that piece or parcel of land situate in the City of Greater Cessnock, Parishes of Heddon and Stanford and County of Northumberland, being that part of the land in Filed Plan 65152 and Filed Plan 65151 and that part of portion 83 (vol. 8405, fol. 130 and 131) lying within strips of land 75 feet wide on both sides of the centreline of the transmission line which intersects the southern boundary of the said land in Filed Plan 65151 at a point distant 1,816 links measured along that boundary easterly from the southwestern corner of that land and thence bears northwesterly through the western boundary of the said land in Filed Plan 65152 at a point distant 2,005 links northerly from the southwestern corner of portion 13, Parish of Heddon, and said to be in the possession of J. G. Elliot and others (P. 9425) (15) (File 12448, Schedule 13). (8125)

V. C. N. Blyth, Government Printer, New South Wales—1972

This is the copy of the Gazette notification referred to in the within Application.


Authorising Officer


Witness

N 647791

DEPARTMENTAL USE ONLY		TO BE COMPLETED BY LODGING PARTY	
<i>Resumption of Easement for Insurance Line</i>		Lodged by	State Crown Solicitor
		Address	Goodsell Building 8-12 Chifley Square
		Phone No.	Sydney 20385
		Documents lodged herewith	
		1.	_____
		2.	_____
		3.	_____
		4.	_____
		5.	_____
Checked	REGISTERED <i>24-1-1974</i> <i>Jawakson</i> Registrar General.	Received	Receiving Clerk
<i>Jaw</i>		Documents	
Passed			
Signed			

c/s

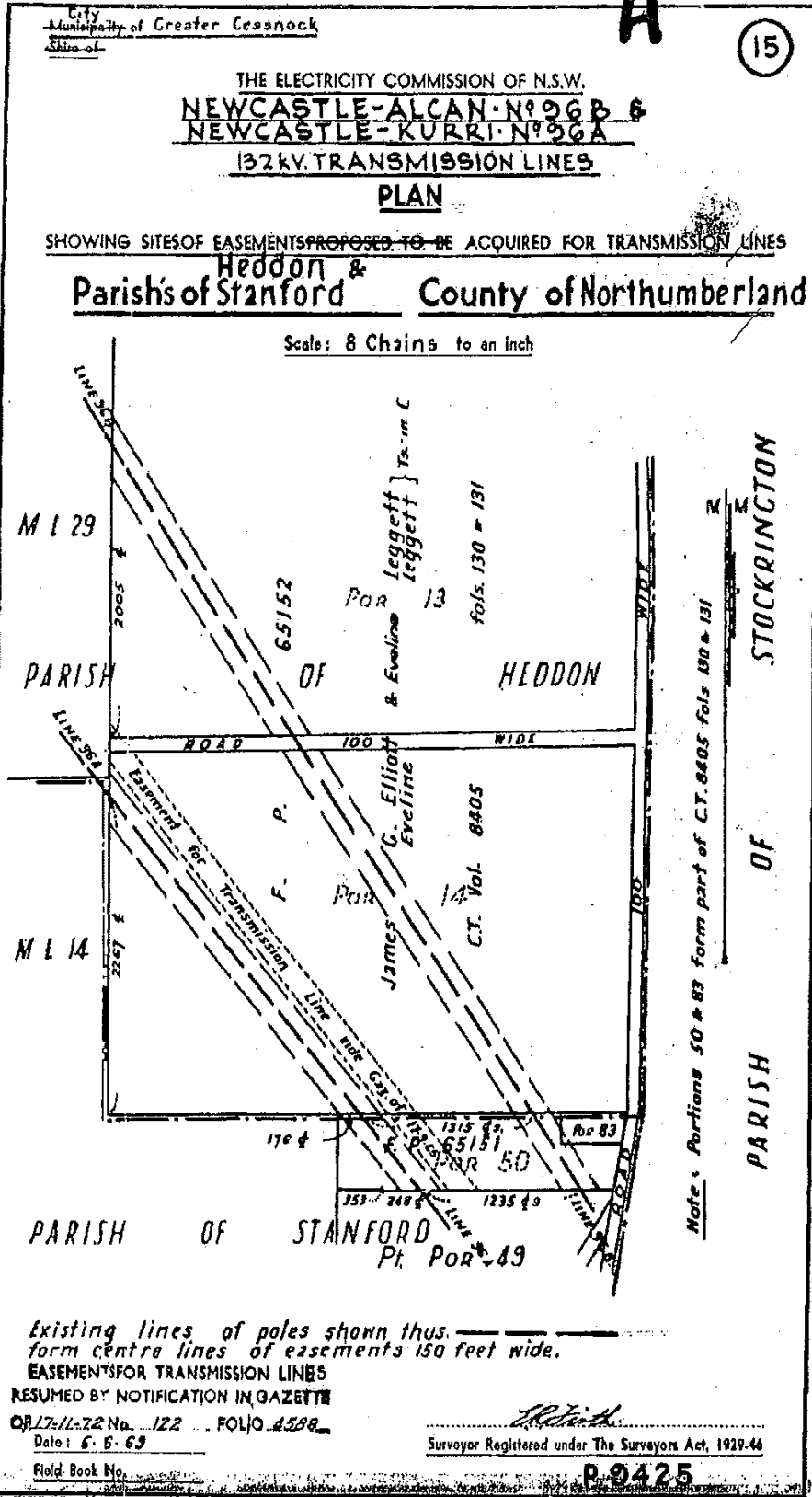
No recording of this Resumption has
been made on Certificate of Title

Volume 8405 Folio 130

Volume 8405 Folio 131

Jawakson
Registrar General.

CI



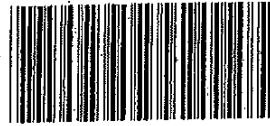
97-11R



REQUEST

Real Property Act 1900

Land Titles Office use only



0
212109 S

(A) **STAMP DUTY**
If applicable.

Office of Sta

(B) **TITLE**
Show no more than 20.

SEE SCHEDULE

(C) **REGISTERED DEALING**
If applicable.

SEE SCHEDULE

(D) **LODGED BY**

L.T.O. Box	Name, Address or DX and Telephone	Dealing Code
1170R	PETER HOPLEY 9 MARTIN STREET ROSELANDS 2196. REFERENCE (max 15 characters):	OVER

(E) **APPLICANT**

SHORTLAND ELECTRICITY

(F) **REQUEST**

The Registrar General to record Shortland Electricity as the registered proprietor of the easements defined in the schedule hereto, pursuant to Section 78 (1) of the Electricity Commission Act 1950, and notification in New South Wales Government Gazette No. 76 of the 3rd June 1994. (See U764519 for copy of Government Gazette No. 76 of the 3rd June, 1994.)

PETER HOPLEY

Authorised Agent of
Shortland Electricity

CHECKED BY (office use only)

Handwritten initials

Handwritten: AUG 17/5

Handwritten: 30

EBR/2

0212109

NEWCASTLE - ALCAN 132KV - 96A /96B TRANSMISSION LINE

INDEX	PLAN	TITLE & DESCRIPTION	METHOD OF CREATION	DEALING		
5	9415	LOT 1 DP 430933	FI 1 / 430933	TRANSFER and GRANT	N226562	E
7	9417A	LOT 101 DP 706714	FI 101 / 706714	R.GG 18.7.1980 NO 97 FOL. 3714		AG
8	9418	LOT 100 DP 706714	FI 100 / 706714	TRANSFER and GRANT	M607230	GA
		LOT 2 DP 245979	FI 2 / 245979	TRANSFER and GRANT	M607230	E
9	9419	LOT 22 DP 608402	FI 22 / 608402	TRANSFER and GRANT	N708304	EA
10	9420	LOT 4 DP 10443	AUTO CONSOL 3410 - 89	TRANSFER and GRANT	MS78387	E
11	9421A	PART LOT 6 DP 10443	VOL. 6738 FOL. 175	R.GG 18.7.1980 NO 97 FOL. 3714 3715	S134605 S134606	
12	9422	LOT 701 DP 828687	FI 701 / 828687	TRANSFER and GRANT	M685952	EA
13	9423	} LOT 491 DP 832797	FI 491 / 832797	R.GG 17.11.1972 NO 122 FOL. 4588		AA
14	9424					
15	9425	LOT 1 DP 65151	} AUTO CONSOL 8629 - 140 FI 14 / 755231 AUTO CONSOL 14257 - 166	R.GG 17.11.1972 NO 122 FOL. 4588	N647791	ED
		LOT 83 DP 755259		R.GG 17.11.1972 NO 122 FOL. 4588	N647791	
		LOT 14 DP 755231		R.GG 17.11.1972 NO 122 FOL. 4588	N647791	EB
		LOT 13 DP 755231		R.GG 17.11.1972 NO 122 FOL. 4588	N647791	EB
17	9427	LOT 775 DP 755231	FI 775 / 755231	R.GG 17.11.1972 NO 122 FOL. 4587		AA

0212109

(G)

STANDARD EXECUTION

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

DATE 9th May 1995

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

R B Smith

Signature of Witness

RONALD BRUCE SMITH

Name of Witness (BLOCK LETTERS)

2 ELIZABETH STREET, BEROWRA HEIGHTS.

Address of Witness

Peter Hopley

Signature of Applicant

Authorised Agent of
Shortland Electricity.

EXECUTION INCLUDING STATUTORY DECLARATION

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

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and Qualification of Witness

Signature of Applicant

10-1280

REGISTRATION DIRECTION ANNEXURE

Use this side only for First and Second Schedule directions
 DO NOT USE BOTH SIDES OF THE FORM

B

0 212109

FIRST SCHEDULE DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	DETAILS

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	NOTFN TYPE	DEALING NUMBER	DETAILS
1/430933	UNDR	EA	N226562	Now vested to Shortland Electricity
	ON	JA		
108/706714	UNDR	AB		Now vested to Shortland Electricity
	ON	JA		
100/706714	UNDR	EA	M607230	Now vested to Shortland Electricity
	ON	JA		
2/245979	UNDR	EB	M607230	Now vested to Shortland Electricity
	ON	JA		
22/608402	UNDR	EB	N708304	Now vested to Shortland Electricity
	ON	JA		
3410-89AC	UNDR	EA	M578387	Now vested to Shortland Electricity
	ON	JA		
6738-175	UNDR		S134605	Resumption 0212109 Request Easement for Transmission Line now vested to Shortland Electricity
6738-175	UNDR		S134606	Resumption 0212109 Request Easement for Transmission Line now vested to Shortland Electricity

Form: 16LM
Release: 2-4

MEMORANDUM



New South Wales
Section 80A Real Property Act 191

AK980903H

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

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any		CODES
47 V	LLPN 123012 E	H.M. Allen & Co. DX 437 Sydney Ph 9232 3652	LM CM MM GM BM
	Reference: SH - AUS 096-647		

(B) APPLICANT

Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385

(C) The applicant requests the Registrar General to record this memorandum, comprising 3 pages including this page, which contains provisions deemed to be incorporated in any instrument which refers to it.

- (D) i. For option to renew see clause NOT APPLICABLE
- ii. For option to purchase see clause NOT APPLICABLE

(E) Signature of applicant's representative:

Name of signatory: Helen Elizabeth Murray

Capacity of signatory (if applicable): Applicant's solicitor

Date: 6 December 2016

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE A

**THIS IS ANNEXURE 'A' TO EASEMENT MEMORANDUM LODGED ON
BEHALF OF ALPHA DISTRIBUTION MINISTERIAL HOLDING
CORPORATION DATED 6 DECEMBER 2016**

PART A

1 Definitions and Interpretation

1.1 The following terms have the following meanings:

ancillary works means works ancillary to the functions performed by electricity works, including structures (whether above, on or below the ground), equipment for signals, signals cables, service cables, connecting cables, and supports (including towers and poles);

Ausgrid means Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385);

easement area means that part of the land shown as the site of an "easement for electricity and other purposes" on any plan registered with the NSW Land & Property Information;

electricity works means any electricity power lines or associated equipment or electricity structures (whether above, below or on the ground) that form part of Ausgrid's transmission or distribution network and includes mains, wires, cables (including optic fibre cables), pipes or conduits, switches, switchgear, fuses, control equipment, pillars, kiosks, transformers (including pole-mounted and pad-mounted transformers), substations (including pole-mounted and padmounted substations) and their contents, pits, ducts and ancillary works;

land means the land over which this easement is granted (being the land burdened by this easement);

landowner means the owner of the land and any person having an estate or interest in the land;

person includes a body corporate and a partnership; and

signals includes data or signals of any kind.

1.2 A reference to a person includes its successors and assigns.

PART B

Easement for electricity works

2 Ausgrid and all persons which Ausgrid authorises may:

- (a) construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the easement area, any electricity works for conveying electricity or signals (or both); and
- (b) convey, or permit the conveyance of, electricity or signals (or both) through the electricity works.

3 The landowner agrees that:

- (a) any lessee of Ausgrid's transmission and distribution systems, and any nominee of any lessee (which may include a sublessee of Ausgrid's transmission and distribution systems from that lessee), may exercise the rights and perform the obligations of Ausgrid as if that lessee or nominee were

Ausgrid, but only for so long as the lessee leases Ausgrid's transmission and distribution systems from Ausgrid; and

- (b) a reference to persons which Ausgrid authorises is deemed to include lessees, employees, agents, contractors, visitors, invitees, licensees of and other persons claiming by, through or under such lessee or nominee.

PART C

General provisions of easements

- 4 For the purpose of exercising its rights under the easement for electricity works, Ausgrid and all persons which Ausgrid authorises may:
 - (a) enter the land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement; and
 - (b) do anything reasonably necessary to obtain access to the easement area; and
 - (c) cut fences and walls in or on the land and install gates in them; and
 - (d) on any part of the easement area, cut, trim or remove any trees, vegetation, undergrowth or anything that may interfere with the exercise of Ausgrid's rights under the easement; and
 - (e) do anything reasonably necessary for the exercise of Ausgrid's rights under the easement.
- 5 The landowner acknowledges that ownership of all electricity works remains with Ausgrid.
- 6 Ausgrid covenants with the landowner that:
 - (a) it will endeavour to keep the electricity works in good repair; and
 - (b) in exercising its rights under the easement, it will do as little damage as practicable to the land; and
 - (c) it will repair any damage it causes to the land, except that if after this easement is granted the landowner installs paving or other works to the surface of the easement area Ausgrid will not be obliged to restore the paving or those works; and
 - (d) subject to its rights under the easement, it will not unreasonably impede the landowner's reasonable use of the land.
- 7 The landowner covenants with Ausgrid that it will not:
 - (a) do or allow anything that may interfere with, damage, or destroy the electricity works or interfere with the effective operation of the electricity works; or
 - (b) obstruct Ausgrid in the exercise of its rights under the easement (or the exercise of those rights by a lessee or sublessee of Ausgrid's transmission and distribution systems as contemplated under clause 3); or
 - (c) alter or permit to be altered the existing ground level within the easement area, or place or allow to be placed on the easement area any building, structure, driveway, paving, plant or item without Ausgrid's prior written permission, such permission not be unreasonably withheld.

.....




PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

Tranter Lawyers
341 High Street
Maitland 2320

Applicants Reference
MRTJLM40707

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 4232
DATE OF CERTIFICATE: 08/12/2021

PROPERTY DETAILS

ADDRESS: 242 Averys Lane BUCHANAN NSW 2323
TITLE: LOT: 1 DP: 1251405
PARCEL NO.: 513657

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*.

TELEPHONE: (02) 4993 4100
POSTAL ADDRESS: PO BOX 152, CESSNOCK, 2325 or DX 21502 CESSNOCK
EMAIL ADDRESS: council@cessnock.nsw.gov.au Visit us at: <http://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 2000

1. Name of relevant planning instruments and DCPs

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

[Cessnock Local Environmental Plan 2011](#)

[Hunter Regional Plan 2036](#)

[State Environmental Planning Policy No 1—Development Standards](#)

[State Environmental Planning Policy No 19—Bushland in Urban Areas](#)

[State Environmental Planning Policy No 33—Hazardous and Offensive Development](#)

[State Environmental Planning Policy No 55—Remediation of Land](#)

[State Environmental Planning Policy No 64—Advertising and Signage](#)

[State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development](#)

[State Environmental Planning Policy \(Aboriginal Land\) 2019](#)

[State Environmental Planning Policy \(Building Sustainability Index: BASIX\) 2004](#)

[State Environmental Planning Policy \(Coastal Management\) 2018](#)

[State Environmental Planning Policy \(Concurrences\) 2018](#)

[State Environmental Planning Policy \(Educational Establishments and Child Care Facilities\) 2017](#)

[State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#)

[State Environmental Planning Policy \(Infrastructure\) 2007](#)

[State Environmental Planning Policy \(Mining, Petroleum Production and Extractive Industries\) 2007](#)

[State Environmental Planning Policy \(Miscellaneous Consent Provisions\) 2007](#)

[State Environmental Planning Policy \(Primary Production and Rural Development\) 2019](#)

[State Environmental Planning Policy \(State and Regional Development\) 2011](#)

[State Environmental Planning Policy \(State Significant Precincts\) 2005](#)

[State Environmental Planning Policy \(Sydney Drinking Water Catchment\) 2011](#)

[State Environmental Planning Policy \(Sydney Region Growth Centres\) 2006](#)

[State Environmental Planning Policy \(Urban Renewal\) 2010](#)

[State Environmental Planning Policy \(Vegetation in Non-Rural Areas\) 2017](#)

[State Environmental Planning Policy \(Housing SEPP\)](#)



PLANNING CERTIFICATE

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

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

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

Cessnock Development Control Plan 2010

2. Zoning and land use under relevant LEPs

- (a) The land is identified as being in:

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011.

- (b) The purpose for which development may be carried out without consent within the zone;
(c) The purposes for which development may not be carried out within the zone except with development consent; and
(d) The purpose for which development is prohibited within the zone.

R2 Low Density Residential

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

4 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3

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

No

- (f) Whether the land includes or comprises critical habitat:

The land is not land that includes or comprises critical habitat declared to be critical habitat under Part 3 of the Threatened Species Conservation Act 1995.



PLANNING CERTIFICATE

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

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

(g) Whether the land is a conservation area (however described):

The land is not a conservation area under the Cessnock Local Environmental Plan 2011.

(h) Whether an item of environmental heritage (however described) is situated on the land:

An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. 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*.

(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 under the Housing Code where it meets the requirements of Clause 3.4 Complying development on bush fire prone land 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 under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may be carried out under the Greenfield Housing Code where it meets the requirements of Clause 3C.5 Complying development on bush fire prone land 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.



PLANNING CERTIFICATE

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

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

General Development Code	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.
Commercial and Industrial Alterations Code	Complying Development may be carried out on the land under the Commercial and Industrial Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Commercial and Industrial (New Buildings and Additions) Code	Complying Development may not be carried out under the Commercial & Industrial (New Buildings and Additions) 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.

5. Mine subsidence

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



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

No

6. Road widening and road alignment

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

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

7. Council and other public authority hazard risk restrictions

Whether or not the land is affected by a policy:

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

That restricts the development of the land because of the likelihood of:

(1) Landslip

No

(2) Bushfire

No

(3) Tidal inundation

No

(4) Subsidence

No

(5) Acid Sulphate Soils

No

(6) Any other risk (other than flooding)

No

7A. Flood related development controls



PLANNING CERTIFICATE

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

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

- (1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls..

No

- (2) Whether or not 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

Note: In this clause –

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

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 (above) makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act 1979*.

No

9. Contributions plans

The name of each contributions plan/s applying to the land.

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

9A. 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 Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10. 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 Chief Executive of the Office of Environment and Heritage.

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

10A. Native vegetation clearing set asides



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

The land is not a set aside area under section 60ZC of the Local Land Services Act 2013, but only insofar as the Council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section.

11. Bush fire prone land

All of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. 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.

13. 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

14. Directions under Part 3A

There is not a direction by the Minister in force under Section 75P(2)(c1) of the Environmental Planning & Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project of the land under Part 4 of that Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

- (1) The land is land to which the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

There is no current site compatibility certificate (senior's housing) of which Council is aware, in respect of proposed development on the land.

- (2) There are no terms of a kind referred to in clause 18(2) of that policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

16. Site compatibility certificates for infrastructure

There is not a valid site compatibility certificate (infrastructure) of which Council is aware, in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

- (1) There is not a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land.



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

- (2) There are no terms of a kind referred to in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

- (1) 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) There is no subdivision order that applies to the land

Note: words and expressions in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is not a current site verification certificate, of which Council is aware, in respect of the land.

21. Affected building notices and building product rectification orders

- (1) There is not an affected building notice, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.
- (2)(a) 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.
- (2)(b) 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.



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

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.

A handwritten signature in black ink, appearing to read "Peter Mickleson".

Peter Mickleson
Director Planning and Environment



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

Tranter Lawyers
341 High Street
Maitland 2320

Applicants Reference
MRTJLM40707

CERTIFICATE DETAILS

CERTIFICATE NUMBER: 4233
DATE OF CERTIFICATE: 10/12/2021

PROPERTY DETAILS

ADDRESS: 242B Averys Lane BUCHANAN NSW
TITLE: LOT: 2 DP: 1251405
PARCEL NO.: 513658

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*.

TELEPHONE: (02) 4993 4100
POSTAL ADDRESS: PO BOX 152, CESSNOCK, 2325 or DX 21502 CESSNOCK
EMAIL ADDRESS: council@cessnock.nsw.gov.au Visit us at: <http://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 2000

1. Name of relevant planning instruments and DCPs

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

[Cessnock Local Environmental Plan 2011](#)

[Hunter Regional Plan 2036](#)

[State Environmental Planning Policy No 1—Development Standards](#)

[State Environmental Planning Policy No 19—Bushland in Urban Areas](#)

[State Environmental Planning Policy No 33—Hazardous and Offensive Development](#)

[State Environmental Planning Policy No 55—Remediation of Land](#)

[State Environmental Planning Policy No 64—Advertising and Signage](#)

[State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development](#)

[State Environmental Planning Policy \(Aboriginal Land\) 2019](#)

[State Environmental Planning Policy \(Building Sustainability Index: BASIX\) 2004](#)

[State Environmental Planning Policy \(Coastal Management\) 2018](#)

[State Environmental Planning Policy \(Concurrences\) 2018](#)

[State Environmental Planning Policy \(Educational Establishments and Child Care Facilities\) 2017](#)

[State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#)

[State Environmental Planning Policy \(Infrastructure\) 2007](#)

[State Environmental Planning Policy \(Mining, Petroleum Production and Extractive Industries\) 2007](#)

[State Environmental Planning Policy \(Miscellaneous Consent Provisions\) 2007](#)

[State Environmental Planning Policy \(Primary Production and Rural Development\) 2019](#)

[State Environmental Planning Policy \(State and Regional Development\) 2011](#)

[State Environmental Planning Policy \(State Significant Precincts\) 2005](#)

[State Environmental Planning Policy \(Sydney Drinking Water Catchment\) 2011](#)

[State Environmental Planning Policy \(Sydney Region Growth Centres\) 2006](#)

[State Environmental Planning Policy \(Urban Renewal\) 2010](#)

[State Environmental Planning Policy \(Vegetation in Non-Rural Areas\) 2017](#)

[State Environmental Planning Policy \(Housing SEPP\)](#)



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

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

Cessnock Development Control Plan 2010

2. Zoning and land use under relevant LEPs

- (a) The land is identified as being in:

R2 Low Density Residential under the Cessnock Local Environmental Plan 2011.

- (b) The purpose for which development may be carried out without consent within the zone;
- (c) The purposes for which development may not be carried out within the zone except with development consent; and
- (d) The purpose for which development is prohibited within the zone.

R2 Low Density Residential

2 Permitted without consent

Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Group homes; Health consulting rooms; Home-based child care; Home businesses; Home industries; Hospitals; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems

4 Prohibited

Multi dwelling housing; Residential flat buildings; Rural workers' dwellings; Shop top housing; Any other development not specified in item 2 or 3

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

No

- (f) Whether the land includes or comprises critical habitat:

The land is not land that includes or comprises critical habitat declared to be critical habitat under Part 3 of the Threatened Species Conservation Act 1995.



PLANNING CERTIFICATE

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

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

(g) Whether the land is a conservation area (however described):

The land is not a conservation area under the Cessnock Local Environmental Plan 2011.

(h) Whether an item of environmental heritage (however described) is situated on the land:

An item of environmental heritage identified in Cessnock Local Environmental Plan 2011 is not situated on the land.

3. 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*.

(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 under the Housing Code where it meets the requirements of Clause 3.4 Complying development on bush fire prone land 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 under the Low Rise Housing Diversity Code where it meets the requirements of Clause 3B.4 Complying development on bush fire prone land contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Greenfield Housing Code	Complying Development may be carried out under the Greenfield Housing Code where it meets the requirements of Clause 3C.5 Complying development on bush fire prone land 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.



PLANNING CERTIFICATE

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

ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

General Development Code	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.
Commercial and Industrial Alterations Code	Complying Development may be carried out on the land under the Commercial and Industrial Alterations Code, subject to the development complying with the relevant standards contained within the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.
Commercial and Industrial (New Buildings and Additions) Code	Complying Development may not be carried out under the Commercial & Industrial (New Buildings and Additions) 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.

5. Mine subsidence

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



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

No

6. Road widening and road alignment

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

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

7. Council and other public authority hazard risk restrictions

Whether or not the land is affected by a policy:

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

That restricts the development of the land because of the likelihood of:

(1) Landslip

No

(2) Bushfire

No

(3) Tidal inundation

No

(4) Subsidence

No

(5) Acid Sulphate Soils

No

(6) Any other risk (other than flooding)

No

7A. Flood related development controls



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

- (1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls..

No

- (2) Whether or not 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

Note: In this clause –

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

8. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 (above) makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the *Environmental Planning & Assessment Act 1979*.

No

9. Contributions plans

The name of each contributions plan/s applying to the land.

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

9A. 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 Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

10. 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 Chief Executive of the Office of Environment and Heritage.

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

10A. Native vegetation clearing set asides



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

The land is not a set aside area under section 60ZC of the Local Land Services Act 2013, but only insofar as the Council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section.

11. Bush fire prone land

All of the land is bushfire prone land as defined in the Environmental Planning & Assessment Act 1979.

12. 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.

13. 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

14. Directions under Part 3A

There is not a direction by the Minister in force under Section 75P(2)(c1) of the Environmental Planning & Assessment Act 1979 that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project of the land under Part 4 of that Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

- (1) The land is land to which the State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies.

There is no current site compatibility certificate (senior's housing) of which Council is aware, in respect of proposed development on the land.

- (2) There are no terms of a kind referred to in clause 18(2) of that policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.

16. Site compatibility certificates for infrastructure

There is not a valid site compatibility certificate (infrastructure) of which Council is aware, in respect of proposed development on the land.

17. Site compatibility certificates and conditions for affordable rental housing

- (1) There is not a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land.



PLANNING CERTIFICATE

ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

- (2) There are no terms of a kind referred to in clause 17(1) or 38(1) of the State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

- (1) 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) There is no subdivision order that applies to the land

Note: words and expressions in this clause have the same meaning as they have in Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is not a current site verification certificate, of which Council is aware, in respect of the land.

21. Affected building notices and building product rectification orders

- (1) There is not an affected building notice, as defined by the Building Products (Safety) Act 2017, in force in respect to the land.
- (2)(a) 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.
- (2)(b) 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.



PLANNING CERTIFICATE
ISSUED UNDER SECTION 10.7 (2)
ENVIRONMENTAL PLANNING & ASSESSMENT ACT 1979
and associated
ENVIRONMENTAL PLANNING & ASSESSMENT REGULATION 2000

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.

A handwritten signature in black ink, appearing to read "Peter Mickleson".

Peter Mickleson
Director Planning and Environment



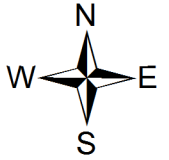
HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN - NOT LIABLE

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack

242 AVERYS

BUCHANAN NSW

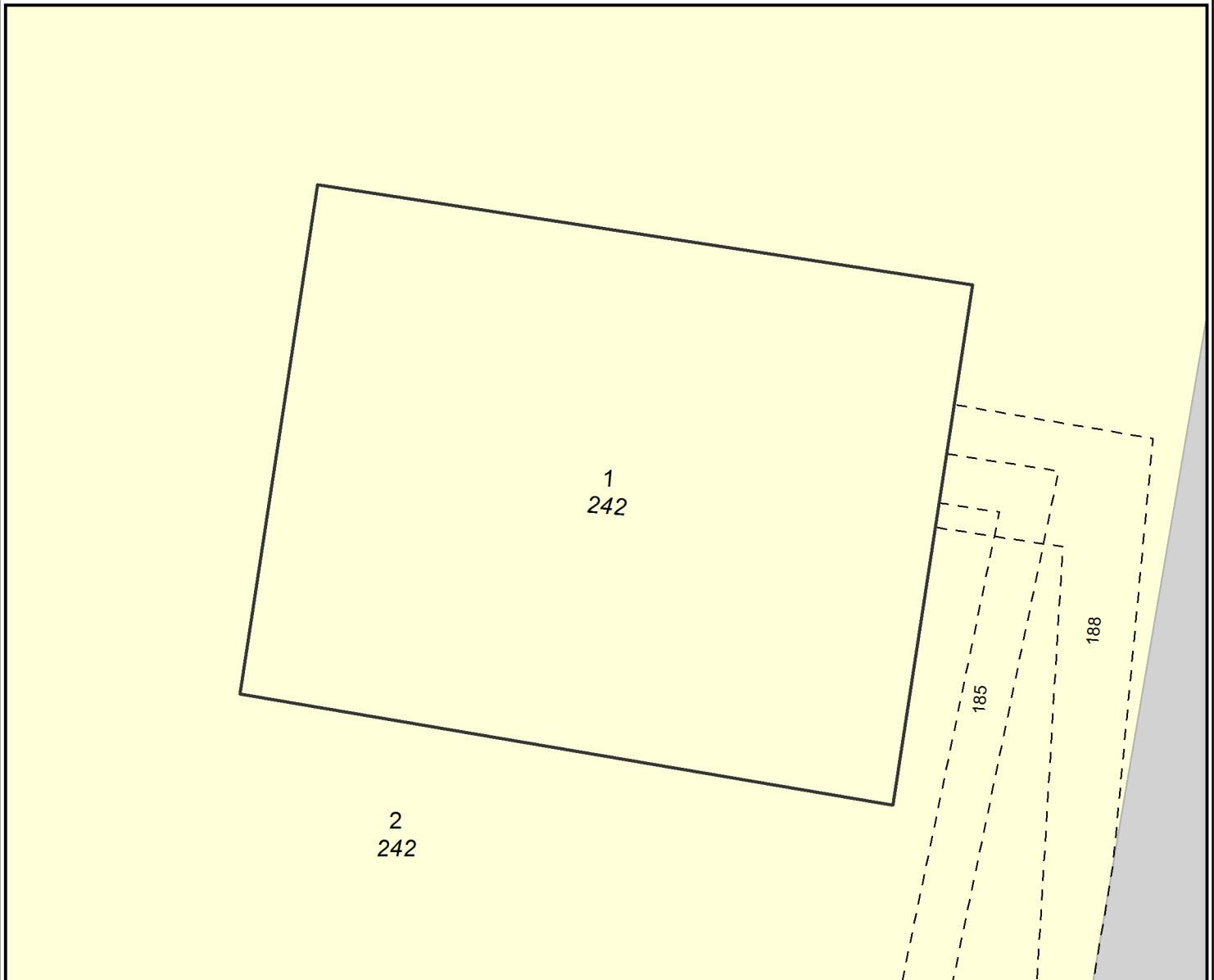
APPLICATION NO.: 1588999

APPLICANT REF: M 40707

RATEABLE PREMISE NO.: 9073342086

PROPERTY ADDRESS: 242 AVERYS LANE BUCHANAN 2323

LOT/SECTION/DP:SP: 1//DP 1251405



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

A SEWERMAIN AND WATERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION.

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

Date: 10/12/2021

Scale: at A4 1:500

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



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN - NOT LIABLE

Enquiries: 1300 657 657



APPLICATION NUMBER: 1589000

APPLICANT NAME: InfoTrack

RATEABLE PREMISE NO.: 2445466986

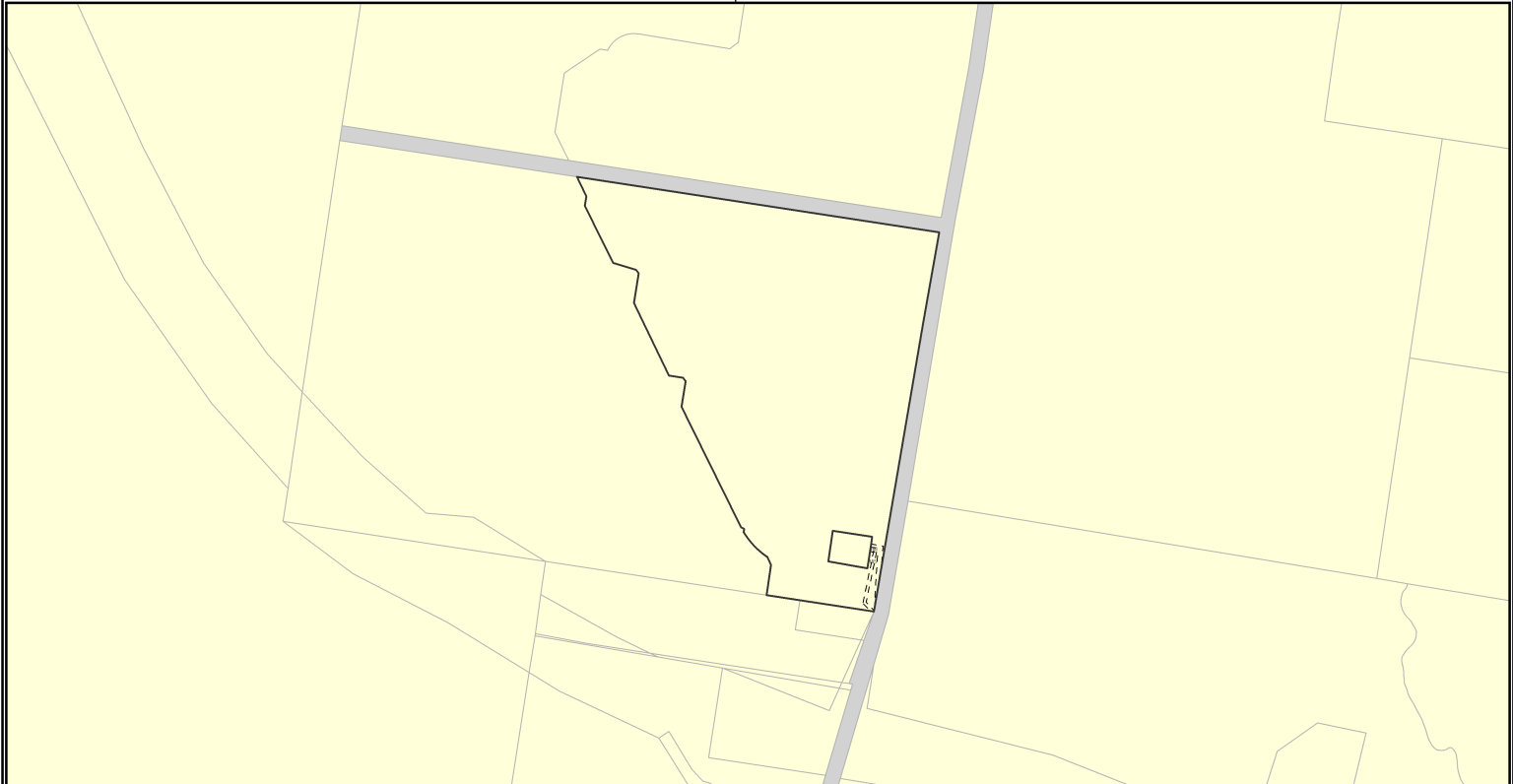
PROPERTY ADDRESS: 242 AVERYS LANE BUCHANAN 2323

LOT/SECTION/DP:SP: 2//DP 1251405

APPLICANT REF: M 40707

242 AVERYS

BUCHANAN NSW



Date: 10/12/2021	CADASTRAL DATA © LPI OF NSW CONTOUR DATA © AAM/haoh © Department of Planning	IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION. A SEWERMAIN AND WATERMAIN IS NOT AVAILABLE TO WHICH THE PROPERTY CAN BE CONNECTED.	SEWER POSITION APPROXIMATE ONLY. SUBJECT PROPERTY BOLDED. ALL MEASUREMENTS ARE METRIC.	IMPORTANT: IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT CONNECTION. ANY INFORMATION ON THIS PLAN MAY NOT BE UP TO DATE AND THE CORPORATION ACCEPTS NO RESPONSIBILITY FOR ITS ACCURACY.
Scale: at A3 1:5,000	SEWER/WATER/RECYCLED WATER UTILITY DATA © HUNTER WATER CORPORATION			