

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	McGrath 1/38 Llewellyn Street, Merewether, NSW 2305	Phone: 0434 126 386 Fax: 02 4965 3984 Ref: Carly Knight
co-agent		
vendor	Peta-Louise Cooper 14 Astbury Street, New Lambton, NSW 2305	
vendor's solicitor	O'Brien Winter Partners Pty Ltd Ground Floor, 360 Hunter Street, Newcastle NSW 2300	Phone: 02 4949 2000 Email: damien@owplaw.com.au Fax: 02 4949 2001 Ref: DOB:KB:23345
date for completion land (address, plan details and title reference)	12 weeks subject to Special Condition 24 14 Astbury Street, New Lambton, New South Wales 2305 Registered Plan: Lot 64 Plan DP 229805 Folio Identifier 64/229805	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input checked="" 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 type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	<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"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <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)

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

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

buyer's agent

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

SIGNING PAGE

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

ChoicesVendor agrees to accept a **deposit-bond** NO yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4):

PEXA _____

Manual transaction (clause 30) NO yes

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

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

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a **GSTRW payment** NO yes (if yes, vendor must provide

(GST residential withholding payment)

further details)

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

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate	<input type="checkbox"/> 33 property certificate for strata common property <input type="checkbox"/> 34 plan creating strata common property <input type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 1989 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to off the plan contract Other <input type="checkbox"/> 60
Home Building Act 1989 <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover Swimming Pools Act 1992 <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice <i>served</i> by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> ● the issuer; ● the expiry date (if any); and ● the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served</i> by a <i>party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* 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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion**• Vendor**

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *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 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *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 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

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

31 Foreign Resident Capital Gains Withholding

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

32 Residential off the plan contract

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

14 ASTBURY ST, NEW LAMBTON 2305

SECTION 66W CERTIFICATE

I, _____ of _____, certify as follows:

1. I am a _____ currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **14 Astbury Street, New Lambton**, from **Peta-Louise Cooper** to _____ in order that there is no cooling off period in relation to that contract;
3. I do not act for **Peta-Louise Cooper** and am not employed in the legal practice of a solicitor acting for **Peta-Louise Cooper** nor am I a member or employee of a firm of which a solicitor acting for **Peta-Louise Cooper** is a member or employee; and
4. I have explained to :
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: _____

Conditions of sale of land by auction

- (a) The Bidders' record means the bidders' record to be kept pursuant to clause 13 of the Property and Stock Agents Regulation 2014 and section 68 of the Property and Stock Agents Act 2002.
- (b) The vendor's reserve price must be given in writing to the auctioneer before the auction commences.
- (c) A bid for the vendor cannot be made unless the auctioneer has, before the start of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor.
- (d) The highest bidder is the purchaser, subject to any reserve price.
- (e) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
- (f) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor.
- (g) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
- (h) A bid cannot be made or accepted after the fall of the hammer.
- (i) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement for sale.

In addition to the conditions above the following conditions apply to the sale by auction of residential property or rural land:

- (j) All bidders must be registered in the bidders' record and display an identifying number when making a bid.
- (k) The auctioneer may make only one vendor bid at an auction of residential property or rural land.
- (l) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller.

In addition to the conditions set out above the following conditions apply to the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator

- (m) More than one vendor bid may be made to purchase the interest of a co-owner.
- (n) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.
- (o) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.
- (p) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

SPECIAL CONDITIONS

1. Solicitor/Conveyancer Authority

- 1.1. The parties agree that the solicitor or conveyancer acting for them, or any employee of that solicitor or conveyancer, have the authority to make amendments to this contract on behalf of the party they represent pursuant to the instructions of that party, including the addition of annexures after execution up until the date of this contract and any such alteration shall be binding upon the party deemed hereby to have authorized the same and any annexure so added shall form part of the contract as if same was annexed prior to the contract being executed.

2. Where Purchaser is a Company

- 2.1. In the event of the purchaser purporting to be a Company, each of the persons in whose presence the common seal of the Company purports to have been affixed, or in the event the contract is not signed under common seal, each person who signs by or on behalf of the Company, warrants that the Company has been incorporated and those persons acknowledge and agree that they shall be personally liable under this contract, both jointly and severally, as if they had been named as purchasers.
- 2.2. In the event that the purchaser Company defaults in its obligations under this contract, the Directors of that Company and the persons in whose presence the common seal of the Company has been affixed to this contract, or in the event the contract is not signed under common seal, each person who signs by or on behalf of the Company, hereby guarantee both jointly and severally, the due performance of the Company in relation to its obligations pursuant to the terms of this contract in every respect as if they had personally entered into this contract themselves.

3. Variations to printed conditions

- 3.1. The provisions of this contract as specified are deemed amended as follows:
- 3.2. Clause 2.9 is amended as follows:
 - 3.2.1. "if this contract is completed" is inserted before "pay" on the 3rd line, and
 - 3.2.2. the following is inserted at the end of the clause: "If the deposit is forfeited to the vendor in accordance with this contract all interest will be paid to the vendor. If the deposit is refunded to the purchaser in accordance with this contract all interest will be paid to the purchaser."
- 3.3. Clause 5 of this contract is deleted and replaced with the following:
 - 3.3.1. For the purposes of Clause 5 there will be no requisitions attached to the contract and no requisitions raised by the purchase will be answered.
- 3.4. Clause 7.1.1 shall be amended by substitution of "5%" with "1%".



- 3.5. Clause 8 is varied by omitting from 8.1 the words “on reasonable grounds” and by omitting from 8.2 the words “and those grounds.”
- 3.6. Clause 10.1 is varied by deleting line 1 and inserting, “The purchaser cannot make a claim, requisition, delay completion, rescind or terminate in respect of”.
- 3.7. Clause 10 – add the following additional clause; “10.4 For the purposes of this contract, the vendor discloses all the matters and material appearing in the documents copies of which are attached to this contract”.
- 3.8. Clause 14.1 of this contract is hereby varied by the addition of the following sentence after the word “liable” where lastly appearing “Water usage must be adjusted on the adjustment date even where the amounts and figures for water consumption furnished by the relevant water rating authority are estimated or provisional. The purchaser may obtain a water meter reading at their own expense for the purposes if adjusting water usage.”
- 3.9. Clause 14.4 of this contract is hereby varied by inserting the word “and” at the end of Clause 14.4.1.
- 3.10. Clause 18 – add the following additional clause:
 - 3.10.1. “18.8 If any fee or rent payable by the purchaser is arrears for a period exceeding 7 days, or if the purchaser is in breach of some provision of this clause, the purchaser must vacate the property immediately upon receipt by the purchaser of a Notice requiring such vacation.”
- 3.11. Clause 23.15 the purchaser will obtain and provide a section 184 Certificate.
- 3.12. Clause 24.3.3 of this contract is deleted.

4. Purchaser’s Warranty as to Real Estate Agent

- 4.1. The purchaser warrants that the purchaser was not introduced to the vendor by a real estate agent other than the real estate agent, if any, disclosed on the front page of the contract and the purchaser agrees to indemnify the vendor against any claim for commission, including the vendor’s costs of defending any such claim, which arises as a result of the purchaser’s breach of this warrant.
- 4.2. The vendor warrants that they have not entered into a sole or exclusive or non-exclusive agency agreement as at the date hereto with any agent other than the agent, if any, named on the front page of the contract.
- 4.3. These warranties and the warranty indemnity will not merge on completion.

5. Excluding Pre-contractual Representations

- 5.1. This contract constitutes the entire agreement between the vendor and the purchaser relating to the sale of the land.
- 5.2. It is hereby agreed and declared that the purchaser has not entered into this contract as a result of any representation, whether oral or in writing, by the vendor or anyone on acting on behalf of the vendor, including any estate agent.

- 5.3. The parties acknowledge that they have not entered into and are not bound by any warranty, representation, collateral or other agreement unless such is contained in the express terms of this contract.
- 5.4. The parties acknowledge they have not entered into and are not bound by any implied term under the general law or imposed by legislation unless it is an implied term or warranty imposed by statute which is mandatory and cannot be excluded by the parties' agreement.
- 5.5. The purchaser acknowledges that they have made all such enquiries and investigations as they deem appropriate prior to entering into this contract.
- 5.6. The purchaser acknowledges that, when entering into this contract they relied exclusively on the following matters independently of any statement, inducement or representation, whether oral or in writing, made by or on behalf of the vendor, including those made by any estate agent acting on behalf of the vendor;
 - 5.6.1. the inspection of and investigations relating to the land made by or on behalf of the purchaser, including its suitability for the purposes of the purchaser, the improvements erected on the property, any contamination relating to, caused by, or affecting the property or any proposed work to be done to the property;
 - 5.6.2. the warranties and representations expressly contained in the contract,
 - 5.6.3. the skill and judgment of the purchaser, its consultants and representatives,
 - 5.6.4. opinions or advice obtained by the purchaser independently of the vendor or of the vendor's agents or employees.

6. Qualified and/or Limited Title

- 6.1. If the title to the property is Limited then;
 - 6.1.1. the word "limited" is removed from clause 25.1.1, and
 - 6.1.2. the vendor is under no obligation to serve an Abstract of Title with respect to the Limitation.
- 6.2. If the title to the property is Qualified then:
 - 6.2.1. Clause 25.2 is deleted, and
 - 6.2.2. A new Clause 25.2 is inserted as follows:
 - 6.2.3. "The vendor will only be required to serve an Abstract of Title if the qualification was entered within a period of six (6) years prior to the date of this contract."

7. No warranty as to Fitness or Condition of Improvements

- 7.1. The purchaser purchases the property and all improvements in their existing condition and state of repair, whether or not they have inspected the property prior to signing this contract, and shall be deemed to purchase the property with full notice of the condition and state of repair thereof in all respects, including;
 - 7.1.1. subject to all defects latent and patent,
 - 7.1.2. subject to any infestations and dilapidation,

- 7.1.3. subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property,
- 7.1.4. subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land,
- 7.2. The purchaser will not seek to terminate or rescind, or make any objection, requisition or claim for compensation in relation thereto or in respect of any fixture, chattel or any item of personal property or any utility service connected to the property.

8. No requirement for Building Certificate

- 8.1. The purchaser agrees that the vendor is not required to do any work or expend any money on or in relation to the property nor to make application for or do anything towards obtaining a building certificate under section 149E or the Environmental Planning and Assessment Act 1979.
- 8.2. If the purchaser desires to obtain a Building Certificate, the purchaser will apply for it at the purchaser's expense.
- 8.3. Should the purchaser become entitled to rescind this contract for breach of the warranty in clause 19 Part 5 of the Conveyancing (Sale of Land) Regulation 2000 or later regulations the vendor is also entitled to rescind the contract provided such right is exercised before the purchaser has served its notice of rescission. In the event of rescission by the vendor in accordance with this clause the provisions of clause 19 of this contract will apply.

9. Title to Inclusions

- 9.1. Title to the inclusions shall pass on completion of this contract and the vendor shall not be required to give formal delivery of the inclusions to the purchaser. The vendor shall not be responsible for any mechanical breakdown in respect of any of the inclusions or all of them.

10. No Warranty as to Fitness of Inclusions

- 10.1. The inclusions listed in this contract are included in the purchase and the purchase price. The purchaser;
 - 10.1.1. acknowledges that none of the inclusions are new, and
 - 10.1.2. acknowledges that the vendor has not made and does not make any representation or warranty as to the state or repair or condition of the inclusions, and
 - 10.1.3. shall accept the inclusions on the date on which the purchaser is entitled to possession of the property in the state of repair and condition that the inclusions are now in, reasonable wear and tear between the date of this contract and the date upon which the purchaser becomes entitled to possession of the property under this contract excepted.

11. Deposit less than 10%

11.1. In the event that the purchaser pays a deposit equal to less than 10% of the purchase price then the balance of the deposit to an amount equal to 10% of the purchase price shall be due and payable to the vendor immediately upon the first event to occur being either a breach of the contract by the purchaser entitling the vendor to forfeit the deposit or on the date and time of settlement.

12. Deposit and Termination or Default

12.1. The purchaser acknowledges that the payment of the deposit referred to in clause 9.1 upon the termination or default of this contract shall be in addition to and shall not limit any other remedies available to the vendor contained or implied in this contract notwithstanding any other rule of Law or equity. This clause shall not merge upon completion.

13. Release of the Deposit

13.1. Notwithstanding anything else contained, the deposit or any part of the deposit as the vendor may require shall be released to the vendor or as the vendor may direct for the sole purpose of deposit, stamp duty, rental bond, pre-paid rent or balance of purchase monies for the rent or purchase of Real Estate providing that such deposit is held in a Trust Account of the solicitors' or Real Estate Agent. The execution of this Contract shall be a full and irrevocable authority to the stakeholder named herein to release such deposit.

14. Claims by the Purchaser

14.1. Notwithstanding the provisions of Clauses 6 and 7 hereof, the parties expressly agree that any claim for compensation shall be deemed to be an objection or requisition for the purposes of Clauses 7 and 8 hereto entitling the vendor to rescind this contract.

15. Delay in Settlement

15.1. If completion does not occur on or before the completion date, as a result of the delay, breach or default of the purchaser, the vendor is entitled to recover from the purchaser as liquidated damages, payable on completion;

15.2. interest on the balance of the purchase price at the rate of eight per cent (8%) per annum calculated at a daily rate from the completion date to the actual date of completion, to compensate the vendor for the delay, to be added to the balance payable on completion. The purchaser acknowledges that the payment of interest to the vendor herein shall be contemporaneous with payment of the purchase price on settlement. It is agreed that this amount is a genuine pre-estimate of the vendor's loss of interest for the purchase money and liability for rates and outgoings, and

15.3. the sum of two hundred and seventy five dollars (\$275.00) (including GST) to cover legal costs and expenses incurred as a consequence of the delay, as a genuine pre-estimate of those additional expenses, to be allowed by the purchaser as an additional adjustment on completion in the event that

the vendor is required to issue a Notice to Complete due to the purchaser's failure to settle on the completion date (provided that the said sum of \$275.00 shall be limited solely to the issue on any Notice to Complete and the vendor reserves the right to claim further costs in respect of any additional work in pursuing any equitable or contractual right pursuant to the contract herein); and

- 15.4. In the event settlement does not take place at the scheduled time, due to default of the Purchaser or their Mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$220.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay and the Purchaser shall have reciprocal rights.

16. Time under notice

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

17. Fencing

- 17.1. Should any fencing be found not to be on its correct boundary or that any give and take fences exist or that any boundaries of the property sold are not fenced the vendor shall not be liable to make any compensation in respect thereof or to erect or contribute to the expense of erection of any new fencing on its correct line or otherwise.

18. Death, mental illness or assignment of estate

- 18.1. If the purchaser or vendor or any one or more of them shall die, become mentally incapacitated, or assign their estate for the benefit of their creditors,
- 18.2. or being a company, goes into liquidation, has a petition for its winding up presented and not withdrawn within thirty (30) days of presentation, enters into any scheme of arrangement with its creditors under the relevant provisions of the Corporations Law or any similar legislation, has a liquidator, provisional liquidator, administrator, voluntary administrator, controller, controlling manager or official manager, receiver, receiver manager, of it appointed,
- 18.3. prior to completion of this contract, then either party may by notice in writing to the other party's solicitor or licensed conveyancer rescind this contract whereupon the provisions of this contract as to rescission shall apply.

19. Mine Subsidence

- 19.1. The purchaser may rescind this agreement if the owner of the improvements on the land is not entitled, as at the date of this agreement, to claim compensation from the Mine Subsidence Board in respect of any damage to the land and/or improvements arising from mine subsidence, and written communication from the Mine subsidence Board to that effect shall be conclusive for the purposes of this condition.

20. Electronic Signature

The parties acknowledge and agree that the execution of this contract by the vendor may be effected by the use of either facsimile, email or photocopy signatures. The parties agree that they shall not make a requisition, objection or claim, nor any right to terminate or rescind this contract, or delay completion due to the manner of the vendor's execution of the contract.

21. Sewer Line Location Diagram

21.1. The vendor discloses that Hunter Water Corporation will not provide a sewer line location diagram for the subject property. The purchaser cannot make any objection, requisition, claim for compensation, rescind or terminate in respect of this disclosure.

22. Digital Signature

22.1. For the purpose of interpreting this clause, 'Digital Signature' and 'Digitally Sign' have the meaning given to those terms in the Electronic Conveyancing National Law (NSW).

22.2. This clause 23 applies in addition to, and not in substitution for, any applicable provisions of clause 30 of this contract or any applicable law.

22.3. The Vendor, or the Vendor's attorney, may Digitally Sign this contract using whatever software programme the Vendor or Vendor's attorney (as the case may be) wishes to use for that purpose.

22.4. If this contract is electronically sent to the Purchaser's solicitor's email address noted on the front page of this Contract bearing the Digital Signature of the Vendor or Vendor's attorney, then it will be taken to have the same effect as physical delivery of that document, bearing the original signature of the person that Digitally Signed it.

23. Extension of Cooling off Period or Finance Clause

23.1. If this Contract is subject to a cooling off period or finance clause, the purchaser agrees and acknowledges that in the event that an extension of the cooling off period or finance clause beyond that agreed as at the date of this Contract is required by the purchaser, then the purchaser will make an allowance in the sum of \$110.00 (inclusive of GST) in favour of the vendor's solicitor as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable on settlement, or in the event the Contract does not proceed, upon rescission whereby the purchaser authorises the Agent to release that sum to the vendor's solicitor. This is an essential term of this Contract.

24. Settlement

24.1. The parties agree that settlement will occur on the earlier of:

24.1.1. 12 weeks from the date of the contract; or



24.1.2. Anytime after the contract date on 28 days written notice from the vendors.

25. Settlement during Christmas Closure

25.1. Notwithstanding anything contained herein, if the completion date is due on or between 20 December 2023 and 9 January 2024, then the completion date is deemed to be 9 January 2024. If the Purchaser requires completion during a business day between 20 December 2023 and 9 January 2024 the Purchaser will pay the Vendor's solicitor \$990.00 (including GST) at settlement, to attend to settlement during the Christmas Closure period.



FOLIO: 64/229805

SEARCH DATE	TIME	EDITION NO	DATE
16/8/2023	11:17 AM	4	2/9/2018

LAND

LOT 64 IN DEPOSITED PLAN 229805
AT NEW LAMBTON
LOCAL GOVERNMENT AREA NEWCASTLE
PARISH OF NEWCASTLE COUNTY OF NORTHUMBERLAND
TITLE DIAGRAM DP229805

FIRST SCHEDULE

PETA-LOUISE COOPER (T AM536927)

SECOND SCHEDULE (4 NOTIFICATIONS)

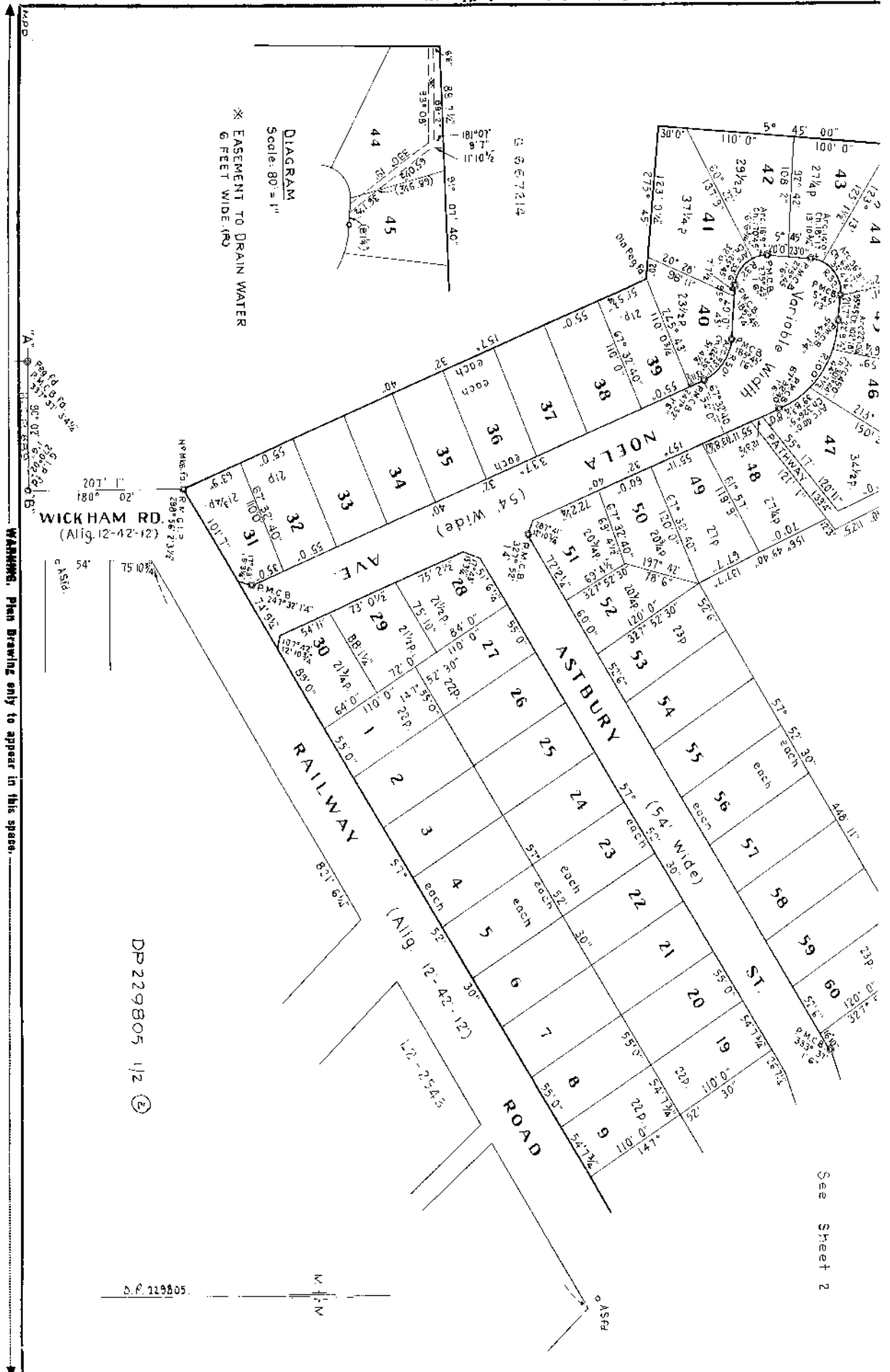
- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 LAND EXCLUDES MINERALS SPECIFIED IN SECTION 18 OF MOREHEAD & YOUNGS RAILWAY ACT 1862 AS REGARDS THE RAILWAY
- 3 K477262 COVENANT
- 4 AM536928 MORTGAGE TO COMMONWEALTH BANK OF AUSTRALIA

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

WARNING. Plan Drawing only to appear in this space.



WARNING. Plan Drawing only to appear in this space.

See Sheet 2

DP 229805 1/2 (2)

D.P. 229805



No. IC 477262

New South Wales



30'S
 R.P. 13A
 OCT 12 10 00 1964
 Lodgment
 Endorsement

MEMORANDUM OF TRANSFER
 (REAL PROPERTY ACT, 1900.)

D

NSW STAMP DUTY
 DULY STAMPED

CIVIL LAND & REAL ESTATE INVESTMENTS LIMITED

\$700.00
 18/10/64

This form may be used where new restrictive covenants are imposed or easements created or where the simple transfer form is unsuitable.
 (Trusts must not be disclosed in the transfer.)
 Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.
 All blanks should be ruled up before signing.
 o If a less estate, strike out "in fee simple" and interline the required alteration.

(herein called transferor)
 being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of **THREE THOUSAND FOUR HUNDRED DOLLARS -**
 (\$3400.00) (the receipt whereof is hereby acknowledged) paid to it by
Clara Christ

do hereby transfer to

Show in BLOCK LETTERS the full name, postal address and description of the person's taking, and if more than one, whether they hold as joint tenants or tenants in common.

CLARA CHRIST of Lawson Street Hamilton in the State of
 New South Wales, Widow
 (herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number 7") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. 229805").
 Unless authorized by Reg. 53, Conveyancing Act, Regulations, 1961, a plan may not be annexed to or endorsed on this transfer form.

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

County	Parish	Reference to Title			Description of Land (if part only)
		Whole or Part	Vol.	Fol.	
WORTHUMBERLAND	NEWCASTLE	PART	10288	88	BEING LOT 64 IN D.P. 229805

* Now being Whole of land comprised in Cert. of Title, Vol. 10416 Fol. 64

Handwritten notes:
 18/10/64
 K 229805
 10416/64

N 29 294

And the transferee ~~save and with the transferor~~ doth hereby for herself her executors administrators and assigns covenant with the Transferor its executors and assigns:-

- (a) That no building shall be erected or used otherwise than as a single private dwelling house provided that this restriction shall not prevent the use of part of any such building by a medical practitioner or dentist in the practice of his profession.
- (b) That no outbuilding shall be erected on each such lot until after or concurrently with the erection of any such building.
- (c) That except where otherwise required by any public body or authority no sanitary conveniences erected on the subject land shall be detached or separated from any main building erected thereon.
- (d) That no fence along the street frontage of the subject land nor any side fence from the front boundary for a distance of 20' shall be higher than 3'.
- (e) That no fence erected along the street frontage shall be paling fence nor shall any dividing fence exceed 5' in height and no fence erected along or within any of the boundaries of each such lot as aforesaid shall be of a material other than masonry brick timber or wire.
- (f) That for the benefit of any adjoining land owned by the transferor but only during the ownership thereof by the Transferor its successors and assigns other than Purchasers on sale no fence will be erected on the land hereby conveyed to divide the same from such adjoining land without the consent of the Transferor but such consent shall not be withheld if such fence is erected without expense to the Transferor and in favour of any person dealing with the Transferee such consent shall be deemed to have been given in respect of every such fence for the time being erected.
- (g) That the Transferee shall not erect or cause or permit to be erected or to remain upon the said land any advertisement hoarding sign or similar structure and shall not permit the said land or any building erected thereon to be used for the display of any advertisement sign or notice.

d Strike out if unnecessary or suitably adjusted.

(i) If any easements are to be created or any exceptions to be made or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

The land subject to the burden of these covenants is the land hereby transferred. The land to which the benefits of this covenant is appurtenant is each of the lots in said Deposited Plan No. ~~2222/05~~ except the land hereby transferred.

This covenant may be released varied or modified so far as any particular lot is concerned by Civil Land & Real Estate Investments Limited so long as it remains the registered proprietor of any lot in the said deposited plan and the person or person in whom the legal estate in fee simple is for the time being vested of the land having a common boundary with the land hereby transferred.

ENCUMBRANCES, &c., REFERRED TO

Easement for drainage. *afft.*
Exceptions of minerals.

* A very short note will suffice.
K 1155-2 11 107

If the Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same.
Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in s. 108 (f) (5) of the Real Property Act should sign the certificate at the foot of this page.
Execution may be proved where the parties are resident—
(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.
(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.
(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commission's Office in Singapore or of Secretary at the Australian Military Mission in Berlin) or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London, who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint. Strike out unnecessary words. Add any other matter necessary to show that the power is effective.
To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself is signed or acknowledged before one of these parties.

Signed at Newcastle the fourth day of October, 1985.

Signed in my presence by the transferor
WHO IS PERSONALLY KNOWN TO ME



W. S. Bell
Transferor.*

THE COMMON SEAL OF CIVIL LAND AND REAL ESTATE INVESTMENTS LIMITED WAS HERETO AFFIXED BY ORDER OF THE BOARD OF DIRECTORS.

J. P. Gatcham
Secretary

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

Signed in my presence by the transferee
CLARA CHRIST
WHO IS PERSONALLY KNOWN TO ME

K. C. C. Clara Christ

J. P.

Transferee(s).

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

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

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

Signed at _____ the _____ day of _____ 19____
Signed in the presence of _____

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.*

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

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

† N.B.—Section 117 requires that the above Certificate be signed by each Transferor or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty, also o damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

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

K 477262

No. _____

Lodged by **MORRIS, HAYES & EDGAR**
 Law Stationers
 Address 67 Castlereagh Street
 Sydney NSW 2002
 Phone No. *CB477*

PARTIAL DISCHARGE OF MORTGAGE.
 (N.B.—Before execution read marginal note.)

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

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole or of the residue of the land in the Certificate of Title, Crown Grant or is the whole of the land in the mortgage.

Dated at _____ this _____ day of _____ 19____
 Signed in my presence by _____

who is personally known to me _____

Mortgagee.

DOCUMENTS LODGED HERewith
 To be filled in by person lodging dealing

1. _____	Received Docs
2. _____	
3. _____	Nos.
4. _____	
5. _____	Receiving Clerk
6. _____	
7. _____	

LEAVE THESE SPACES FOR DEPARTMENTAL USE

Indexed	MEMORANDUM OF TRANSFER <i>Subject to cost</i>
Checked by	Particulars entered in Register Book <i>23.11.1966</i>
Passed (in S.D.B.) by	at <i>2pm</i>
Signed by	<i>Jaworski</i> Registrar General

7 days notice re *means her change since*
 use of C.T. to *sent*

PROGRESS RECORD

	Initials	Date
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs.		
Cancellation Clerk		
Vol.		
Por.		



City of
Newcastle

Planning Certificate

Section 10.7, Environmental Planning and Assessment Act 1979

To: Infotrack
GPO Box 4029
SYDNEY NSW 2001

Certificate No: PL2023/04003
Fees: \$67.00
Receipt No(s): D002739942

Your Reference: 23345

Date of Issue: 17/08/2023

The Land: Lot 64 DP 229805 14 Astbury Street New Lambton NSW 2305

Advice provided on this Certificate:

Advice under section 10.7(2): see items 1 – 23

IMPORTANT: Please read this certificate carefully

This certificate contains important information about the land.

Please check for any item which could be inconsistent with the proposed use or development of the land. If there is anything you do not understand, phone our **Customer Contact Centre** on (02) 4974 2000, or come in and see us.

The information provided in this certificate relates only to the land described above. If you need information about adjoining or nearby land, or about the City of Newcastle (CN) development policies for the general area, contact our **Customer Contact Centre**.

All information provided is correct as at 17/08/2023. However, it's possible for changes to occur within a short time. We recommend that you only rely upon a very recent certificate.

City of Newcastle

PO Box 489
NEWCASTLE NSW 2300

Phone: (02) 4974 2000
Facsimile: (02) 4974 2222

Customer Contact Centre

Ground floor,
12 Stewart Avenue
Newcastle West NSW 2302

Office hours:

Mondays to Fridays 8.30 am to 5.00 pm

Part 1:

Advice provided under section 10.7(2)

ATTENTION: The explanatory notes appearing in italic print within Part 1 are provided to assist understanding, but do not form part of the advice provided under section 10.7(2). These notes shall be taken as being advice provided under section 10.7(5).

1. Names of relevant planning instruments and development control plans

- A. The following environmental planning instruments and development control plans apply to the land, either in full or in part.

State Environmental Planning Policies

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

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

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

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Regional) 2021

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022 - Effective from 1 October 2023

Local Environmental Plans and Development Control Plans

Newcastle Local Environmental Plan 2012

Newcastle Development Control Plan 2012

- B. The following proposed environmental planning instruments and draft development control plans are or have been the subject of community consultation or on public exhibition under the *Environmental Planning and Assessment Act 1979*, apply to the carrying out of development on the land.

Proposed State Environmental Planning Policies

There are currently no draft State Environmental Planning Policies that apply to this land.

Detailed information of any draft State Environmental Planning Policies is available at the NSW Department of Planning and Environment website.

Planning Proposals for Local Environmental Plans and Draft Development Control Plans

There are currently no draft DCPs that apply to this land.

Detailed information of any draft environmental planning instruments is available at the NSW Department of Planning and Environment website and on City of Newcastle's website.

2. Zoning and land use under relevant planning instruments

Newcastle Local Environmental Plan 2012

Zoning: The Newcastle Local Environmental Plan 2012 identifies the land as being within the following zone(s):

Zone R2 Low Density Residential

Note: Refer to www.newcastle.nsw.gov.au or www.legislation.nsw.gov.au website for LEP instrument and zoning maps.

The following is an extract from the zoning provisions contained in Newcastle Local Environmental Plan 2012:

Zone R2 Low Density Residential

- **Objectives of zone**

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To accommodate a diversity of housing forms that respects the amenity, heritage and character of surrounding development and the quality of the environment.

- **Permitted without consent**

Environmental protection works; Home occupations

- **Permitted with consent**

Boarding houses; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Hospitals; Neighbourhood shops; Oyster aquaculture; Pond based aquaculture; Recreation areas; Residential accommodation; Respite day care centres; Roads; Tank-based aquaculture; Tourist and visitor accommodation

- **Prohibited**

Backpackers' accommodation; Hostels; Rural workers' dwellings; Serviced apartments; Any other development not specified in, permitted without consent or permitted with consent

- **Additional permitted uses**

The land does not have additional permitted uses.

- **Minimum land dimensions for erection of a dwelling-house**

The Newcastle Local Environmental Plan 2012 contains development standards relating to minimum land dimensions for the erection of a dwelling house. Refer to clause 4.1 Minimum subdivision lot size and Part 4 Principle development standards of the Newcastle LEP 2012 for provisions relating to minimum lot sizes for residential development.

- **Critical habitat:** The Newcastle Local Environmental Plan 2012 does not identify the land as including or comprising critical habitat.

- **Area of Outstanding Biodiversity Value**

The land is not within a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

- **Heritage conservation area**

The land is not within a heritage conservation area under an environmental planning instrument.

- **Heritage items**

There are no heritage items listed under an environmental planning instrument.

3. Contributions plans

The following contribution plan/s apply to the land.

Section 7.11 Development Contributions Plan: Effective 1 January 2022.

The Plan specifies section 7.11 contributions that may be imposed as a condition of development consent.

Section 7.12 Development Contributions Plan: Effective 1 January 2022.

The Plan specifies section 7.12 contributions that may be imposed as a condition of development consent.

NOTE: Contributions plans are available on our website or may be viewed at our Customer Contact Centre.

4. Complying development

The following information details whether the land is land on which there is a restriction to the effect that complying development may, or may not, be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19 of that policy:

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

State Heritage Register

The land is NOT land that is, or on which there is, an item that is listed on the State Heritage Register under the *Heritage Act 1977*, or that is subject to an interim heritage order under that Act.

Other Heritage Item

The land is NOT identified as an item of environmental heritage, or a heritage item, by an environmental planning instrument, or on which is located an item that is so identified.

Environmentally Sensitive Area or Environmentally Sensitive Land

Except as otherwise provided by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the land is NOT within an environmentally sensitive area.

State Heritage Exemption

Council does NOT have information about any exemption, granted by the Minister under Section 57(2) of the *Heritage Act 1977*, that may apply to the land.

There is NOT an interim heritage order or exemption thereto, made by Council under Section 57(1A) or (3) of the *Heritage Act 1977*, that applies to the land.

Draft Heritage Item

The land is NOT land that comprises, or on which there is, a draft heritage item in a local environmental plan.

Heritage Conservation Area

The land is NOT within a heritage conservation area in an environmental planning instrument or a draft heritage conservation area in a local environmental plan.

Reserved for a Public Purpose

The land is NOT reserved for a public purpose by an environmental planning instrument.

Acid Sulfate Soil

The land is NOT identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

Significantly contaminated land

The land is NOT significantly contaminated land within the meaning of the *Contaminated Land Management Act 1997*.

Biobanking agreement or property vegetation plan

The land is NOT subject to a biobanking agreement under Part 7A of the *Threatened Species Conservation Act 1995* or a property vegetation plan approved under the *Native Vegetation Act 2003*.

Private land conservation agreement or set aside area

The land is NOT subject to a private land conservation agreement under the *Biodiversity Conservation Act 2016*. Council does not have information to identify whether the land is a set aside area under section 60ZC of the *Local Land Services Act 2013*.

Buffer area, river front area, ecologically sensitive area or protected area

The land is NOT identified by an environmental planning instrument as being within a buffer area, within a river front area, within an ecologically sensitive area or within a protected area.

Coastline hazard, coastal hazard or coastal erosion hazard

The land is NOT identified by an environmental planning instrument, a development control plan or a policy adopted by Council as being or affected by a coastline hazard, a coastal hazard or a coastal erosion hazard.

Foreshore area

The land is NOT in a foreshore area.

25 ANEF contour or higher ANEF contour

The land is NOT in the 25 ANEF contour or higher ANEF contour.

Special area

The land is NOT declared to be a special area under the *Water NSW Act 2014*.

Unsewered land

The land is NOT unsewered land to which Chapter 8 of *State Environmental Planning Policy (Biodiversity and Conservation) 2021* applies or is located in any other drinking water catchment identified in any other environmental planning instrument.

Schedule 5 of the Codes SEPP

The land is NOT described or otherwise identified on a map specified in Schedule 5 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which complying development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude complying development from being carried out on the land.

5. Exempt development

The following information details whether the land is land on which there is a restriction to the effect that exempt development may, or may not, be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of clause 1.16(1)(b1)–(d) or 1.16A of that policy:

Area of Outstanding Biodiversity Value

The land IS NOT within a declared area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*.

Area of Declared Critical Habitat

The land IS NOT within a declared critical habitat under Part 7A of the *Fisheries Management Act 1994*.

Wilderness area

The land is NOT, and is NOT part of, a wilderness area, within the meaning of the *Wilderness Act 1987*.

Listed on the State Heritage Register

This land IS NOT listed on the State Heritage Register under the *Heritage Act 1977* and IS NOT subject to an interim heritage order under that Act.

Listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

The land is NOT listed on Schedule 4 of the Exempt and Complying Development Codes State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Siding Spring Observatory

The land is NOT within 18 kilometres of Siding Spring Observatory.

General

If any restriction is identified above, the restriction may not apply to all of the land and Council does not have sufficient information to ascertain the extent to which exempt development may, or may not, be carried out on the land.

Note: restrictions other than those arising from the identified clauses of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* may exclude exempt development from being carried out on the land.

6. Affected building notices and building product rectification orders

The land IS NOT AFFECTED by any affected building notice of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by any building product rectification order that has not been fully complied with, of which CN is aware that is in force in respect of the land.

The land IS NOT AFFECTED by an outstanding notice of intention to make a building product rectification order of which CN is aware.

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

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

7. Land reserved for acquisition

The land is not identified for acquisition by a public authority (as referred to in section 3.15 of the Act) by any environmental planning instrument or proposed environmental planning instrument applying to the land.

8. Road widening and road realignment

NOTE: Transport for NSW (TfNSW) may have proposals that are not referred to in this item. For advice about affectation by TfNSW proposals, contact Transport for NSW, Locked Mail Bag 30 Newcastle 2300. Ph: 131 782.

The land IS NOT AFFECTED by any road widening or road realignment under Division 2 of Part 3 of the Roads Act 1993.

The land IS NOT AFFECTED by any road widening or road realignment under an environmental planning instrument.

The land IS NOT AFFECTED by road widening or road realignment under a resolution of the Council.

9. Flood related development controls

7A(1) Mapping information is not available and it is unknown if the land or part of the land is within the flood planning area.

7A(2) Mapping information is not available and it is unknown if the land or part of the land is between the flood planning area and the probable maximum flood.

Our current information indicates the property is not flood prone land as defined in the Floodplain Development Manual: the management of flood liable land, April 2005 published by the NSW Government.

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

Except as stated below, the land is not affected by a policy referred to in Item 10 of Schedule 2 of the Environmental Planning and Assessment Regulation 2021 that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

Potential acid sulfate soils: Works carried out on the land must be undertaken in accordance with Clause 6.1 Acid sulfate soils of the Newcastle Local Environmental Plan 2012.

Land Contamination: Council has adopted a policy of restricting development or imposing conditions on properties affected by Land Contamination. Refer to the Newcastle Development Control Plan 2012, which is available to view and download from City of Newcastle's website.

NOTE: The absence of a policy to restrict development of the land because of the likelihood of a particular risk does not imply that the land is free from that risk. City of Newcastle (CN) considers the likelihood of natural and man-made risks when determining

development applications under section 4.15 of the Environmental Planning and Assessment Act 1979. Detailed investigation carried out in conjunction with the preparation or assessment of a development application may result in CN either refusing development consent or imposing conditions of consent on the basis of risks that are not identified above.

11. Bush fire prone land

The land IS NOT bush fire prone land for the purposes of the Environmental Planning and Assessment Act 1979.

12. Loose-fill asbestos insulation

Property HAS NOT been notified: Council HAS NOT been notified that: - a residential dwelling erected on this land has been identified in the Loose-fill Asbestos Insulation Register maintained by NSW Fair Trading as containing loose-fill asbestos insulation.

13. Mine Subsidence

The land IS WITHIN a declared Mine Subsidence District under section 20 of the Coal Mine Subsidence Compensation Act 2017. Development in a Mine Subsidence District requires approval from Subsidence Advisory NSW. Subsidence Advisory NSW provides compensation to property owners for mine subsidence damage. To be eligible for compensation, development must be constructed in accordance with Subsidence Advisory NSW approval. Subsidence Advisory NSW has set surface development guidelines for properties in Mine Subsidence Districts that specify building requirements to help prevent potential damage from coal mine subsidence.

NOTE: The above advice is provided to the extent that City of Newcastle (CN) has been notified by Subsidence Advisory NSW.

14. Paper subdivision information

The land IS NOT AFFECTED by any development plan that applies to the land or that is proposed to be subject to a consent ballot.

15. Property vegetation plans

Not applicable. The Native Vegetation Act 2003 does not apply to the Newcastle local government area.

16. Biodiversity stewardship sites

The land IS NOT land (of which CN is aware) under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

17. Biodiversity certified land

The land IS NOT biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

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

CN HAS NOT been notified that 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.

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

The land IS NOT subject to an agreement for annual charges under section 496B of the *Local Government Act 1993* for coastal protection services (within the meaning of section 553B of that Act).

20. Western Sydney Aerotropolis

The land is not within the Western Sydney Aerotropolis, as defined by Chapter 4 of State Environmental Planning Instrument (Precincts - Western Parkland City) 2021.

21. Development consent conditions for seniors housing

(a) The land IS NOT AFFECTED by a current site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Housing) 2021.

(b) The land IS NOT AFFECTED by any terms of kind referred to in clause 88(2) of the State Environmental Planning Policy (Housing) 2021, that have been imposed as a condition of consent to a development application granted after 11 October, 2007 in respect of the land.

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

The land IS NOT AFFECTED by a valid site compatibility certificate (of which CN is aware) issued under the State Environmental Planning Policy (Affordable Rental Housing) 2009.

23. Matters prescribed under the Contaminated Land Management Act 1997

***Note:** There are no matters prescribed by section 59(2) of the Contaminated Land Management Act 1997 to be disclosed, however if other contamination information is held by the Council this may be provided under a section 10.7(5) certificate.*

Issued without alterations or additions, 17/08/23
Authorised by

**JEREMY BATH
CHIEF EXECUTIVE OFFICER**



HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SERVICE LOCATION PLAN

Enquiries: 1300 657 657

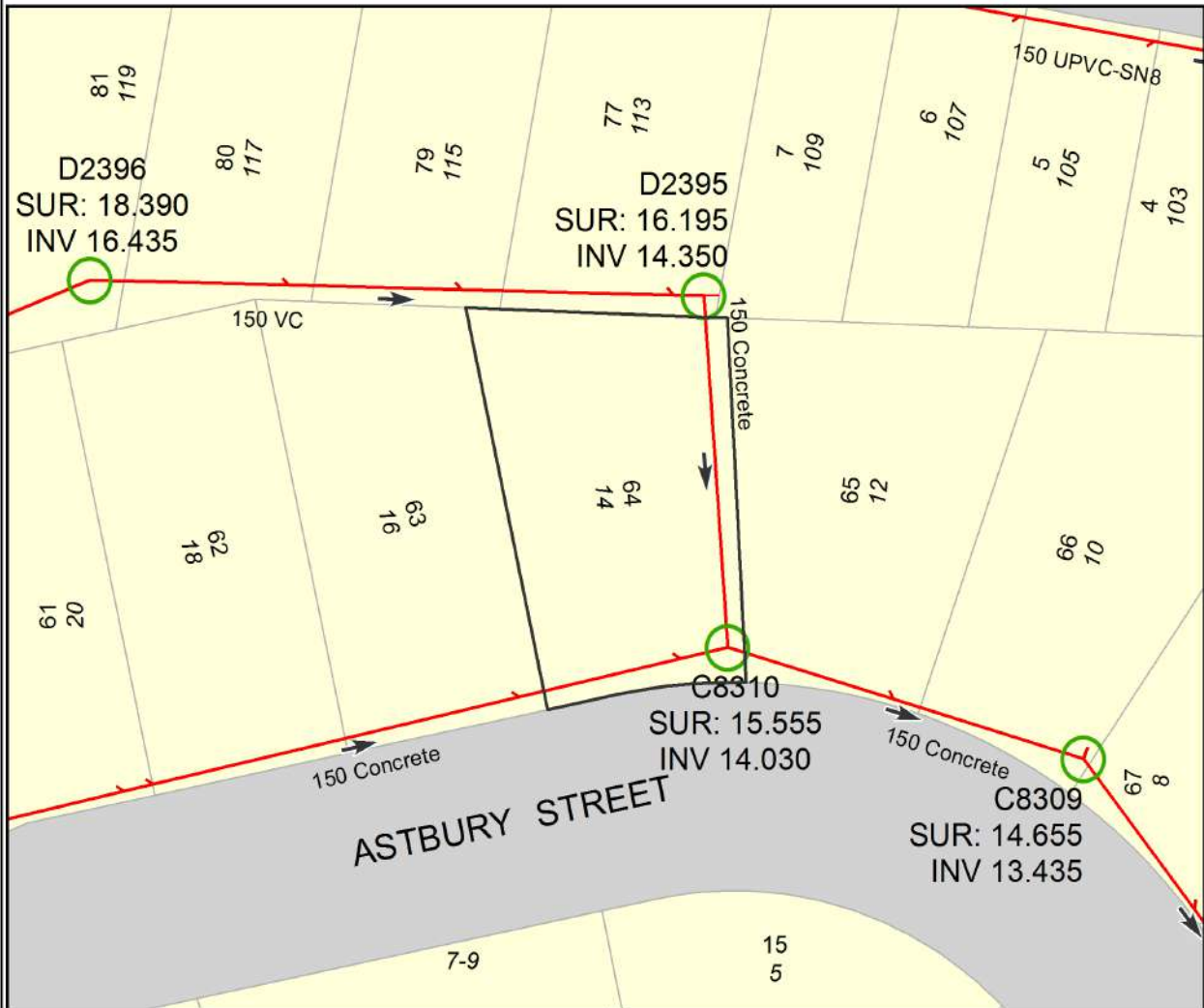
APPLICANT'S DETAILS



InfoTrack
14 ASTBURY
NEW LAMBTON NSW

APPLICATION NO.: 2075042
APPLICANT REF: M 23345
RATEABLE PREMISE NO.: 8834010389

PROPERTY ADDRESS: 14 ASTBURY ST NEW LAMBTON 2305
LOT/SECTION/DP:SP: 64/DP 229805



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

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: 16/08/2023

Scale at A4: 1:500

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

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

NOTICE OF DETERMINATION DEVELOPMENT APPLICATION

Environmental Planning and Assessment Act 1979

P Cooper
C/- Masterton Homes
Po Box 323
LIVERPOOL NSW 1871

Application No:	DA2019/00723
Land:	Lot 64 DP 229805
Property Address:	14 Astbury Street New Lambton NSW 2305
Proposed Development:	Demolition of dwelling and outbuilding erection of single storey dwelling and retaining walls and removal of 5 trees

Determination:

The Development Application has been determined by granting of **CONSENT** subject to the conditions specified in the attached Schedule 1. Schedule 2 outlines the reasons for the decision and how community views were taken into account in making the decision.

Consent to operate from: 6 November 2019

Consent to lapse on: 6 November 2024

Review of determination:

- You have the right to request a review of this determination under the *Environmental Planning and Assessment Act 1979* provided that this determination is not made in respect of designated or crown development. The determination cannot be reviewed after a 6 month time period, from the date of determination or after an appeal to the Land and Environment Court is disposed of by the Land and Environment Court. To comply with these time frames any request for a review should be promptly made to Council.

Rights of appeal:

- If you are dissatisfied with the determination of Council (including a determination on a review under the *Environmental Planning and Assessment Act 1979*) you may appeal to the Land and Environment Court within 6 months after the date on which you receive notice of the determination of the application or review. Otherwise the right to appeal is exercisable in accordance with the rules of the Land and Environment Court.
- The *Environmental Planning and Assessment Act 1979* does not give a right of appeal against this determination to an objector.

If you are considering exercising your rights of appeal or lodging a request for a review, it may be advisable to obtain legal advice regarding the interpretation of your rights in relation to such matters.

Mark Smith
DEVELOPMENT OFFICER

06 November 2019
Date of Determination

SCHEDULE 1

APPROVED DOCUMENTATION

- ~ The development is to be implemented in accordance with the plans and supporting documents set out in the following table except where modified by any conditions of this consent.

Plan No / Supporting Document	Reference / Version	Prepared by	Dated
Site Plan	Job No. 2013100 Sheet 01 Revision 6	Masterton Homes	1.11.2019
Floor Plan	Job No. 2013100 Sheet 02 Revision 6	Masterton Homes	1.11.2019
Elevation Plan	Job No. 2013100 Sheet 03 & 04 Revision 6	Masterton Homes	1.11.2019
Section Plan	Job No. 2013100 Sheet 05 Revision 6	Masterton Homes	1.11.2019
Concept Drainage Plan	Job No. 2013100 Sheet 08 Revision 6	Masterton Homes	1.11.2019
Statement of Environmental Effects	Job No. 2013100	Masterton Homes	15.02.2018
Waste Management Plan	Not referenced	Unknown	Not Dated
BASIX Certificate	904377S_02	Frys Energywise	21.05.2019
Arborist Report	14 Astbury Street New Lambton	Abacus tree Services Bradley Magus	8.10.2019

In the event of any inconsistency between conditions of this development consent and the plans/supporting documents referred to above, the conditions of this development consent prevail.

CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE

CONDITIONS TO BE SATISFIED PRIOR TO THE COMMENCEMENT OF WORK AND DURING THE CONSTRUCTION PHASE

- ~ The trees on the subject site, which have been recommended for removal by the arborist in the approved report, can be removed. All trees on neighbouring properties must be retained and protected from damage during the construction works on the site. All works in relation to the trees, including the removal of the existing trees, tree protection, is to be carried out as recommended by the arborist's report by Abacus tree Services dated 8.10.2019.
- ~ Toilet facilities are to be available or provided at the work site before works begin and

be maintained until the works are completed, at a ratio of one toilet plus one additional toilet for every 20 persons employed at the site.

Each toilet is to:

- a) Be a standard flushing toilet connected to a public sewer, or
- b) Have an on-site effluent disposal system approved under the *Local Government Act 1993* (NSW), or
- c) Be a temporary chemical closet approved under the *Local Government Act 1993* (NSW).

- ~ Any waste containers used in association with the proposed demolition are to be located on the site where possible.

Note: Where this is not feasible, application must be made for Council's approval to position the container on the adjacent public road in accordance with Council's adopted Building Waste Container Policy.

- ~ Any demolition/waste building materials that are not suitable for recycling are to be disposed of at Council's Summerhill Waste Management Facility or other approved site.

- ~ Waste management shall be implemented in accordance with the approved Waste Management Plan. At a minimum, the following measures shall be implemented during the construction phase:

- a) A waste container of at least one cubic metre capacity shall be provided, maintained and regularly serviced from the commencement of operations until the completion of the building for the reception and storage of waste generated by the construction of the building and associated waste
- b) The waste container is to be, at minimum, constructed with a 'star' picket (corners) and weed control mat (sides), or equivalent. The matting is to be securely tied to the pickets
- c) Appropriate provision is to be made to prevent windblown rubbish leaving the site and
- d) Footpaths, road reserves and public reserves are to be maintained clear of rubbish, building materials and all other items.

Note: Fines may be issued for pollution/littering offences under the *Protection of the Environment Operations Act 1997* (NSW).

- ~ A rigid and durable sign is to be erected on any site on which building work, subdivision work or demolition work is being carried out, before the commencement of the work:

- a) showing the name, address and telephone number of the Principal Certifying Authority for building work and subdivision work, and
- b) showing the name, address and telephone number of the Principal Contractor for any building work and also including a telephone number on which the Principal Contractor may be contacted at any time for business purposes, and
- c) stating that unauthorised entry to the work site is prohibited, and
- d) being erected in a prominent position that can be read easily by anyone in any public road or other public place adjacent to the site.

Any such sign is to be maintained while the building work, subdivision work or demolition work is being carried out, but must be removed when the work has been completed.

- ~ All building work must be carried out in accordance with the provisions of the National Construction Code.
- ~ In the case of residential building work for which the *Home Building Act 1989* (NSW) requires there to be a contract of insurance in force in accordance with Part 6 of that Act, such a contract of insurance is to be in force before any building work authorised to be carried out by this consent commences.
- ~ All excavations and backfilling are to be executed safely in accordance with appropriate professional standards and excavations are to be properly guarded and protected to prevent them from being dangerous to life and property.
- ~ All building materials, plant and equipment is to be placed on the site of the development so as to ensure that pedestrian and vehicular access in public places is not restricted and to prevent damage to the road reserve. The storage of building materials on Council reserves including the road reserve is not permitted.
- ~ A residential vehicular crossing is to be constructed across the road reserve, in accordance with the following criteria:
 - a) Constructed in accordance with Council's A1300 - Driveway Crossings Standard Design Details.
 - b) In the case of a single car garage/parking space, the driveway crossing, within the road reserve, shall be a maximum of 3 metres wide.
 - c) In the case of a double car garage/parking space, the driveway crossing, within the road reserve, shall be a maximum of 4.5 metres wide.
 - d) Letterboxes, landscaping and any other obstructions to visibility should be kept clear of or limited in height to 1.2 metre, in the 2 metre by 2.5 metre splay within the property boundary each side of the driveway entrance.
 - e) The proposed driveway shall be a minimum of 3 metres clear of the trunk of any tree within the public reserve.
 - f) The proposed driveway shall be a minimum of 750mm clear of the centre of any pole or obstruction within the public reserve and 1 metre clear of any drainage pit.

These works are not approved until consent under Section 138 of the Roads Act 1993 (NSW) has been granted by Council. An application under Section 138 is to be applied for and approved before the commencement of any construction works on the site the subject of this development application.

- ~ Construction/demolition work that generates noise that is audible at residential premises is to be restricted to the following times:
 - Monday to Friday, 7:00 am to 6:00 pm and
 - Saturday, 8:00 am to 1:00 pm.

No noise from construction/demolition work is to be generated on Sundays or public holidays.

- ~ Council's 'Prevent Pollution' sign is to be erected and maintained in a conspicuous location on or adjacent to the property boundary so it is clearly visible to the public or at other locations on the site as otherwise directed by Council for the duration of demolition and construction work.

The sign can be obtained by presenting your development application receipt at Council's Customer Enquiry Counter, Wallsend Library or the Master Builders Association Newcastle.

- ~ Erosion and sediment control measures are to be implemented prior to the commencement of works and maintained during the period of demolition and/or construction in accordance with the requirements of *Managing Urban Stormwater: Soils and Construction 4th Edition - Vol. 1* (the 'Blue Book') published by Landcom, 2004. Controls are not to be removed until the site is stable with all bare areas supporting an established vegetative cover.
- ~ Prior to the commencement of work, a 3m wide all weather vehicle access is to be provided from the kerb and gutter to the building under construction, to reduce the potential for soil erosion. Sand shall not be stockpiled on the all weather vehicle access.
- ~ Where the proposed development involves the destruction or disturbance of any existing survey monuments, those monuments affected are to be relocated at no cost to Council by a Surveyor registered under the *Surveying and Spatial Information Act 2002* (NSW).
- ~ All public trees that are required to be retained must be physically protected in accordance with the City of Newcastle Urban Forest Technical Manual 'Section 8.0 Protection Measures'.

The tree protection fencing must remain in place and maintained until all works have been completed, with no waste materials, washouts, equipment or machinery to be stored within the fenced area.

- ~ Building demolition is to be planned and carried out in accordance with Australian Standard 2601:2001 - The Demolition of Structures.
- ~ The demolition works are to be undertaken in accordance with Australian Standard 2601:2001 - The Demolition of Structures and the following requirements:
 - a) Demolition works shall be conducted in accordance with the submitted Hazardous Substances Management Plan and a copy of the Hazardous Substances Management Plan shall be kept on-site for the duration of the proposed development
 - b) The removal, handling and disposal of any asbestos material is to be undertaken only by an asbestos removal contractor who holds the appropriate class of Asbestos Licence, issued by the WorkCover Authority of NSW
 - c) A copy of all waste disposal receipts are to be kept on-site for the duration of the proposed development and made available to authorised Council Officers upon request
 - d) Seven working days' notice in writing is to be given to Council and the owners/occupiers of neighbouring premises prior to the commencement of any demolition works. Such written notice is to include the date demolition will commence and details of the name, address, contact telephone number(s) and licence details (type of licences held and licence numbers) of any asbestos removal contractor and demolition contractor. Notification to owners/occupiers of neighbouring premises shall also include Council's contact telephone number (49742000) and the Workcover Authority of NSW telephone number (49212900) and
 - e) On sites where asbestos materials are to be removed, a standard commercially

manufactured sign containing the words 'DANGER ASBESTOS REMOVAL IN PROGRESS' measuring not less than 400mm x 300mm is to be erected in a prominent position during asbestos removal works.

- ~ All demolition material incapable of being re-used in future redevelopment of the site is to be removed from the site and the site being cleared and levelled.

Note: Where reusable building materials are to be stored on site for use in future building works, such materials are to be neatly stacked at least 150 mm above the ground.

- ~ The demolisher is to ensure that all demolition material is kept clear of the public footway and carriageway as well as adjoining premises.
- ~ Any alteration to natural surface levels on the site is to be undertaken in such a manner as to ensure that there is no increase in surface water runoff to adjoining properties or that runoff is impounded on adjoining properties, as a result of the development.

CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE, A SUBDIVISION CERTIFICATE OR A STRATA CERTIFICATE

- ~ All commitments listed in the relevant BASIX certificate for the development are to be satisfactorily completed prior to the issue of an Occupation Certificate. Should there be any changes to the specifications of the dwelling that have implications for compliance with the approved certificate, except where restricted or excluded by any other condition of consent, an amended BASIX Certificate can be relied upon as having complied with this condition. A copy of any amended BASIX Certificate is to be provided to Council within fourteen days of receipt.
- ~ All public footways, footpaving, kerbs, gutters and road pavement damaged during the works are to be immediately repaired following the damage, to a satisfactory state that provides for safe use by pedestrians and vehicles. Full restoration of the damage is to be carried out to Council's satisfaction prior to the completion of demolition work or prior to the issue of any occupation certificate in respect of development involving building work.
- ~ All works within the road reserve required by this consent are to be completed prior to the issue of a Final Occupation Certificate.
- ~ The water management measures as indicated on the submitted plans and Statement of Environmental Effects and/or as modified under the terms of this consent are to be implemented and the nominated fixtures and appliances are to be installed and operational prior to issue of an Occupation Certificate.
- ~ The premises are to be identified by the provision of house numbers on the building exterior and mailbox such that they are clearly visible from the road frontage.

The minimum numeral height shall be 75mm.

CONDITIONS TO BE SATISFIED DURING THE OPERATION AND USE OF THE DEVELOPMENT

ADVISORY MATTERS

- Retaining walls not clearly noted on the approved plans or outside of the parameters of 'exempt development' as specified in *State Environmental Planning Policy (Exempt*

and Complying Development Codes) 2008 (NSW) are to be subject to a separate development application. An application in this regard is to be approved prior to any works relating to the retaining wall taking place.

- It is recommended that, prior to commencement of work, the free national community service 'Dial before you Dig' be contacted on 1100 or by fax on 1200 652 077 regarding the location of underground services in order to prevent injury, personal liability and even death. Inquiries should provide the property details and the nearest cross street/road.
- Any necessary alterations to public utility installations are to be at the developer/demolisher's expense and to the requirements of both Council and any other relevant authorities. Council and other service authorities should be contacted for specific requirements prior to the commencement of any works.
- Any approval for fences on side boundaries, common to other private properties, is independent of any consent or agreement which may be required of any adjoining owner under the provisions of the *Dividing Fences Act 1991 (NSW)*.
- Prior to commencing any building works, the following provisions of Division 6.2 of the *Environmental Planning and Assessment Act 1979* are to be complied with:
 - a) A Construction Certificate is to be obtained; and
 - b) A Principal Certifier is to be appointed for the building works and Council is to be notified of the appointment; and
 - c) Council is to be given at least two days notice of the date intended for commencement of building works.
- Prior to the occupation or use of a new building, or occupation or use of an altered portion of, or an extension to an existing building, an Occupation Certificate is to be obtained from the Principal Certifying Authority appointed for the proposed development. An application for an Occupation Certificate must contain the information set out in Clause 149 of the *Environmental Planning and Assessment Regulation 2000 (NSW)*.
- It is an offence under the provisions of the *Protection of the Environment Operations Act 1997 (NSW)* to act in a manner causing, or likely to cause, harm to the environment. Anyone allowing material to enter a waterway or leaving material where it can be washed off-site may be subject to a penalty infringement notice ('on-the-spot fine') or prosecution.
- Failure to comply with the conditions of consent constitutes a breach of the *Environmental Planning and Assessment Act 1979 (NSW)*, which may be subject to a penalty infringement notice ('on-the-spot fine') or prosecution.

END OF CONDITIONS

SCHEDULE 2

REASONS FOR THE DETERMINATION & CONSIDERATION OF COMMUNITY VIEWS

The determination decision was reached for the following reasons:

- The proposed development, subject to the recommended conditions, is consistent with the objectives of the applicable environmental planning instruments, being; *Newcastle Local Environmental Plan 2012* (NLEP) and applicable State Environmental Planning Policies.
- The proposed development is, subject to the recommended conditions, consistent with the objectives of the Newcastle Development Control Plan 2012 (NDCP).
- The proposed development is considered to be of an appropriate scale and form for the site and the character of the locality.
- The proposed development has appropriate management and mitigation of impacts through conditions of consent.
- The proposed development, subject to the recommended conditions, will not result in unacceptable adverse impacts upon the natural or built environments.
- The proposed development is a suitable and planned use of the site and its approval is within the public interest

REASONS WHY THE CONDITIONS HAVE BEEN IMPOSED

The conditions in Schedule 1 have been applied to:

- Confirm and clarify the terms of Council's determination;
- Identify modifications and additional requirements that will result in improved compliance, development and environmental outcomes;
- Prevent, minimise, and/or offset adverse environmental impacts including economic and social impacts;
- Set standards and measures for acceptable environmental performance; and
- Provide for the ongoing management of the development.
- Ensure the development is undertaken in an orderly manner.

CONSTRUCTION CERTIFICATE

P Cooper
C/- Masterton Homes
Po Box 323
LIVERPOOL NSW 1871

Development Application No	DA2019/00723
Date Consent Issued:	6 November 2019
Construction Certificate No:	CC2019/00547
Land:	Lot 64 DP 229805
Property Address:	14 Astbury Street New Lambton NSW 2305
Building Classification:	1a
Development:	Demolition of dwelling and outbuilding erection of single storey dwelling and removal of 5 Trees

I certify that if the work is completed in accordance with the approved plans and specifications it will comply with the requirements of the *Environmental Planning and Assessment Regulation 2000* as referred to in Division 6.3 of the *Environmental Planning and Assessment Act 1979*.



Mark Smith

6 November 2019

DEVELOPMENT OFFICER
Accreditation No: BPB1904
For Newcastle City Council
(Certifying Authority)

Date of Determination

Attachments: Nil

This certificate is issued: Without any conditions

APPROVED DOCUMENTATION

The plans and specification submitted with this application have been endorsed with an application number.

Plan No / Supporting Document	Reference / Version	Prepared by	Dated
Site Plan	Job No. 2013100 Sheet 01 Revision 6	Masterton Homes	1.11.2019
Floor Plan	Job No. 2013100 Sheet 02 Revision 6	Masterton Homes	1.11.2019
Elevation Plan	Job No. 2013100 Sheet 03 & 04 Revision 6	Masterton Homes	1.11.2019
Section Plan	Job No. 2013100 Sheet 05 Revision 6	Masterton Homes	1.11.2019
Concept Drainage Plan	Job No. 2013100 Sheet 08 Revision 6	Masterton Homes	1.11.2019
BASIX Certificate	904377S_02	Frys Energywise	21.05.2019
Arborist Report	14 Astbury Street New Lambton	Abacus tree Services Bradley Magus	8.10.2019
Engineer Plans	Job No: 81844M 2013100	Raffleto's Zanuttini	2.04.2018
Specification	HIA Guide to Materials & Workmanship	HIA	September 2013

APPEAL RIGHTS

Where the certificate has been issued subject to conditions you can appeal against these conditions to the land and environment court within 6 months from the date of decision.

NEWCASTLE CITY COUNCIL

This plan / document is referred to in
Development Application No:
DA2019/00723

The application has been consented to subject to
compliance with conditions of consent.

Copyright: All documents have been reproduced by
Council for the purposes of complying with its statutory
obligations and may not be copied, used or otherwise
reproduced in whole or in part without the authority
of the copyright owner.

CONSTRUCTION NOTES

- REFER TO STRUCTURAL ENGINEERS DRAWINGS FOR ALL SLAB, BEAM AND COLUMN DETAILS.
- WAFFLE POB SLAB TO ENGINEERS DETAIL, IN ACCORDANCE WITH AS2870.1.
- REFER TO FRAME AND FLOOR JOIST LAYOUT DRAWINGS FOR ADDITIONAL TIMBER BEAMS AND FLOOR JOISTS DETAILS.
- FRAMING SUPPLIERS/DETAILERS TO COMPLY WITH MASTERTON HOMES GENERAL FRAME SPECIFICATION. ANY DISCREPANCIES IN PLANS TO BE REPORTED TO HEAD OFFICE.
- ALL PERMANENT BRACING IN ACCORDANCE WITH AS1684-TIMBER FRAMING CODE.
- STRENGTHENING OF ROOF TRUSSES AS REQUIRED FOR AC UNIT/SOLAR COLLECTORS.
- IF APPLICABLE, REFER TO HYDRAULICS ENGINEERS DRAWINGS FOR STORMWATER REQUIREMENTS.
- REFER TO SIGNED COLOURS DOCUMENTATION FOR ADDITIONAL CLIENT SELECTIONS.
- CENTRE OF DOWNPIPES TO BE 350mm FROM CORNER OF FACE BRICKWORK (UNLESS NOTED OTHERWISE).
- ALL SERVICES POSITIONS TO BE DETERMINED AND COORDINATED ON SITE BY SUPERVISOR.
- BULKHEADS TO BE DETERMINED AND COORDINATED ON SITE.
- FLASHING TO DAMP COURSE LEVEL TO BE FINISHED FLUSH WITH OUTSIDE FACE OF BRICKWORK.
- ALL RETAINING WALLS BY OWNER AFTER HANDOVER.
- ANY WORKS OR ITEMS BY OWNER, TO BE COMPLETED AFTER HANDOVER.
- ALL EXTERNAL PATIOS / ALFRESCOS, SURFACE FINISH TO BE SUITABLE FOR TILING BY OWNER AFTER HANDOVER.

BAS

REFER TO ENGINEERS DETAILS

ACID SULPHATE AFFECTED

NO CONSTRUCTION UPGRADES REQUIRED

MINE SUBSIDENCE



MASTERTON

REALISE YOUR DREAM

DRAWING SCHEDULE

No.	DRAWING TITLE	REV
00	COVER SHEET	6
01	SITE PLAN	6
02	FLOOR PLAN	6
03	ELEVATIONS	6
04	ELEVATIONS	6
05	SECTIONS/SCHEDULES	6
06	SITE ANALYSIS	6
07	SEDIMENT CONTROL	6
08	CONCEPT DRAINAGE	6
09	CONCEPT LANDSCAPE	6
10	CONCRETE SLAB PLAN	6
11	ELECTRICAL PLAN	6
13	NOTIFICATION	6



FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

REV.	DESCRIPTION	Rev.	ISSUE STATUS	Date	Issued by
1	1. COUNCIL SUBMISSION				
2	2.				

6	COUNCIL PLAN 5	01.11.19	MAG
5	COUNCIL PLAN 4	13.09.19	MAG
4	COUNCIL PLAN 3	12.07.19	MAG
3	COUNCIL PLAN 2	30.05.19	MAG
2	COUNCIL PLAN 1	15.02.18	MAG
1	CONTRACT PLAN 1	15.02.18	MAG

REVISION DESCRIPTION

REVISION SCHEDULE

<p>MASTERTON</p> <p>CNR. SAPHO ROAD AND HUME HIGHWAY, WARWICK FARM, NSW 2170 PH-1300 4HOMES (1300 446 637) WWW.MASTERTON.COM.AU LICENCE No. 35558C / ABN. 52 002 873 047</p>	<p>COPYRIGHT</p> <p>Masterton Homes is the legal and beneficial owner of the copyright in this plan and no part of this plan may be reproduced, copied, amended or adapted without the written consent of Masterton Homes.</p>	<p>GENERAL NOTE</p> <p>Do not scale drawings use figured dimensions only. Check & verify dimension & levels prior to the commencement of any work. All discrepancies to be reported to the drafting office.</p>	CLIENT'S SIGNATURE 1	For:	North Point	DWG:	Stage:	JOB No.				
			CLIENT'S SIGNATURE 2	MR HARLAND & MS COOPER					Address:	COVER SHEET		
<p>I ACCEPT AND UNDERSTAND THE PLANS AND DOCUMENTS THAT HAVE BEEN PROVIDED TO ME BY MASTERTON HOMES</p>			DATE	No.14 ASHBURY STREET, NEW LAMBTON	Design:	<p>COUNCIL PLAN 5</p>						
				Lot No: 65 DP:	Facade: TRADITIONAL	Garage Location:	Drawn Date:	Drawn By:	Rev. Date:	Scale @ A3:	Sheet No.	Revision:
				Council: NEW CASTLE	Edition: ULTIMATE INCLUSIONS	LHS	15.02.18	MAG	01.11.19	1 : 1	00	6

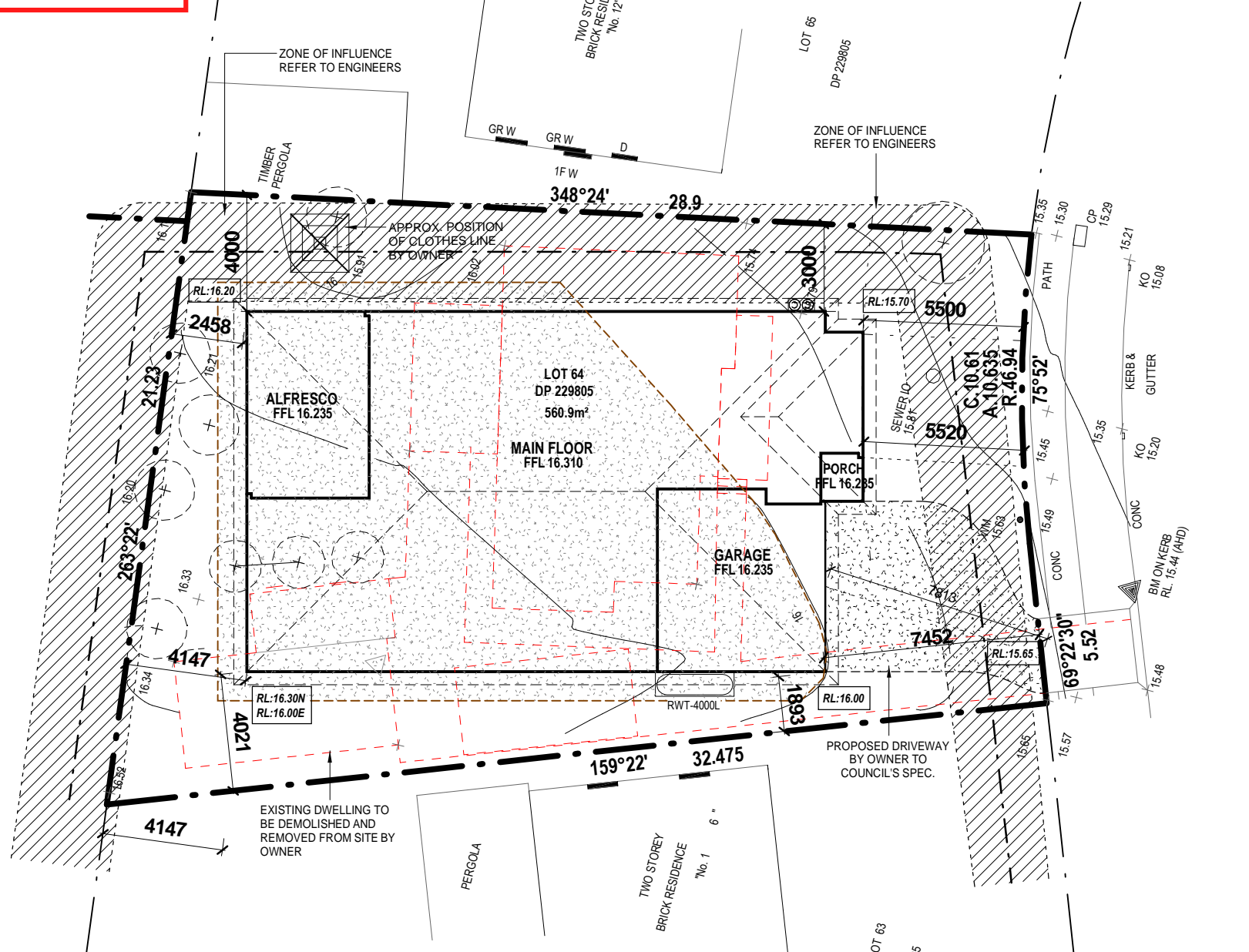
NEWCASTLE CITY COUNCIL

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DRIVEWAY GRADIENT	SITE ACCESS	ITEMS BY OWNER	EXCAVATION & SITE NOTES	BASIX & SITE INFORMATION
	1. ALL ACCESS TO SITE IS TO BE APPROVED BY SITE SUPERVISOR. DO NOT WORK OUTSIDE OF APPROVED HOURS UNLESS APPROVED BY COUNCIL. 2. COUNCIL HOURS SET AS: MONDAY TO FRIDAY 7.00AM - 5.00PM SATURDAY - 7.00AM - 2.00PM SUNDAY - NO WORK PUBLIC HOLIDAYS - NO WORK	1. ALL RETAINING WALLS TO BE COMPLETED TO ENG'S DETAILS (IF REQUIRED). 2. DISH DRAINS (IF REQUIRED) TO AUTHORITIES' REQUIREMENTS. 3. DEMOLITION BY OWNER - ALL EXISTING TREES, STUMPS, CONCRETE PATHS, BUILDINGS, ETC., TO BE DEMOLISHED FROM BUILDING AREA PRIOR TO SECOND SITE INSPECTION. 4. CONNECTION TO SEWER AND DRAINAGE EASEMENT TO BE TERMINATED AND CAPPED OFF BY OWNER'S TRADES PRIOR TO COMMENCEMENT OF WORKS BY MASTERTON.	1. EXCAVATE/FILL: TO FORM DATUM APPROXIMATE - 300mm EXTENT OF EXCAVATION & BATTER TO BE DETERMINED ON SITE. BACKFILL AGAINST FOOT OF SLAB. 2. SITE NOT FLOOD AFFECTED-DESIGN LEVELS MAY VARY BY +/- 100mm. 3. SITE FLOOD AFFECTED-REFER TO FLOOD LEVEL BELOW. 4. SEWER CONNECTION TO AUTHORITIES REQUIREMENTS AS PER TENDER. 5. WATER CONNECTION TO SUPPLY AUTHORITIES MAIN AS PER TENDER. 6. TEMPORARY PROTECTIVE FENCING TO BLOCK TO MEET SAFETY REQUIREMENTS. 7. SITE LEVELS SUBJECT TO SECOND SITE INSPECTION (KNOCKDOWN AND REBUILDS ONLY) 8. SUBJECT TO RESULTS OF A SURVEY TO CONFIRM HOUSE / BOUNDARY POSITIONS AND DRIVEWAY GRADIENT. 9. SUBJECT TO POSITION OF SERVICES. 10. PROVIDE A CHECK SURVEY TO CERTIFY COUNCIL APPROVED FFL.	BASIX CERTIFICATE No. 904377S_02 DA No. 00000 PROJECT SITE DETAILS LOT No. / HOUSE No. 64 (No.14) DP NUMBER: 229805 SITE AREA: 560.90 HOUSE AREA: (MEASURED FROM EXTERNAL FACE OF EXTERNAL WALL) GROUND FLOOR: 190.84 FIRST FLOOR: N/A GARAGE: 35.08 PORCH: 1.95 ALFRESCO: 25.35 TOTAL HOUSE AREA: 253.22 NO. OF BEDROOMS: 4 ROOF AREA: 303.42 <small>TOTAL ROOF AREA MEASURED TO OUTSIDE OF GUTTERS. EXCLUDES PARAPETS & TRAFFICABLE TERRACES. (GUTTER WIDTH 150mm).</small> DRIVEWAY / PATHS TO BOUNDARY: 34.49 GARDEN & LAWN AREA: 273.19 STORMWATER MIN. RAINWATER TANK CAPACITY: 4000 L MIN. ROOF AREA CONNECTED TO RAINWATER - (REFER TO BASIX CERTIFICATE): 100.00 RAINWATER USES: GARDEN TAPS, TOILET, LAUNDRY REMAINDER OF ROOFWATER & OVERFLOW TO: KERB HYDRAULIC DESIGN REQUIRED: No <small>(IF YES, REFER TO HYDRAULICS ENGINEERS DRAWINGS)</small> WATER KITCHEN TAP FITTING RATING: 4 STAR SHOWER HEAD RATING: 3 STAR TOILET RATING: DUAL FLUSH (3/6 litre) 4 STAR BATHROOM TAP FITTING RATING: 4 STAR THERMAL COMFORT/ENERGY EXTERNAL WALL SURFACE: BRICK EXTERNAL WALL INSULATION: R 1.5 WALL COLOUR: MEDIUM ROOFING MATERIAL: TILES ROOF INSULATION: SARKING ROOF COLOUR: DARK CEILING INSULATION: R 4.1 AIR CONDITIONING INCLUDED: Yes EER: 26-30 OR HIGHER HOT WATER SYSTEM: LPG GAS BOTTLES STAR RATING: 6 STAR COMPACT FLUORESCENT LIGHTING: AS PER BASIX COOKING APPLIANCES: GAS / ELECTRIC CLOTHES DRYING LINE REQUIRED: AS PER BASIX WIND DRIVEN VENTILATORS REQUIRED/QTY: N/A WIP (WORKS IN PROGRESS) DRAINAGE REQUIRED: No SITE COVERAGE MAXIMUM: 0.6:1 336.54 PROPOSED: 0.4:1 225.92 PRIVATE OPEN SPACE MIN. REQ: 12.00 PROVIDED: 131.22 CARPARKING MIN. REQ: 2 PROVIDED: 2 LANDSCAPING MIN. REQ: 112.18 PROVIDED: 273.19 BUILDING HEIGHT MAX. ALLOWED: 8.50 m PROVIDED: 5.42 m FLOOD LEVEL - N/A BAL RATING - N/A WIND CLASS - N1 SLAB CLASS - M



ASTBURY STREET

CROWN OF ROAD

SYMBOLS AND ABBREVIATIONS

HYD - HYDRANT	PP - POWERPOLE	RWSP - RECYCLED WATER STAND PIPE
CP - COMMUNICATIONS PIT	INV - INVERT REDUCED LEVEL	AHD - AUSTRALIAN HEIGHT DATUM
AC - ACCESS CHAMBER	KO - KERB OUTLET	BM - BENCH MARK
WM - WATER METER	TK - TOP OF KERB	TB - TOP OF BANK
GP - GRATED PIT	LP - LIGHT POLE	BB - BOTTOM OF BANK
VC - VEHICLE CROSSING	IO - SEWER INSPECTION POINT	EB - EDGE OF BITUMEN
GM - GAS METER	-E- OVERHEAD ELEC LINE	ST - SMALL TREE O 0.15 - 0.3
LIN - LINTEL	TOW - TOP OF WALL	MT - MEDIUM TREE O 0.35 - 0.55
FP - FUSE PILLAR	BOW - BOTTOM OF WALL	LT - LARGE TREE O 0.6 +
RL - REDUCED LEVEL	GL - GUTTER LEVEL	S.V. - STOP VALVE
STT - STREET TREE	WSP - WATER STAND PIPE	PC - PRAM CROSSING

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		<p>Location: L:\2013100 - COOPER\Revit\2013100-COOPER - SONATA-TRADITIONAL-LHS.rvt</p>		<p>Plot Date: 1/11/2019 3:06:06 PM</p>				

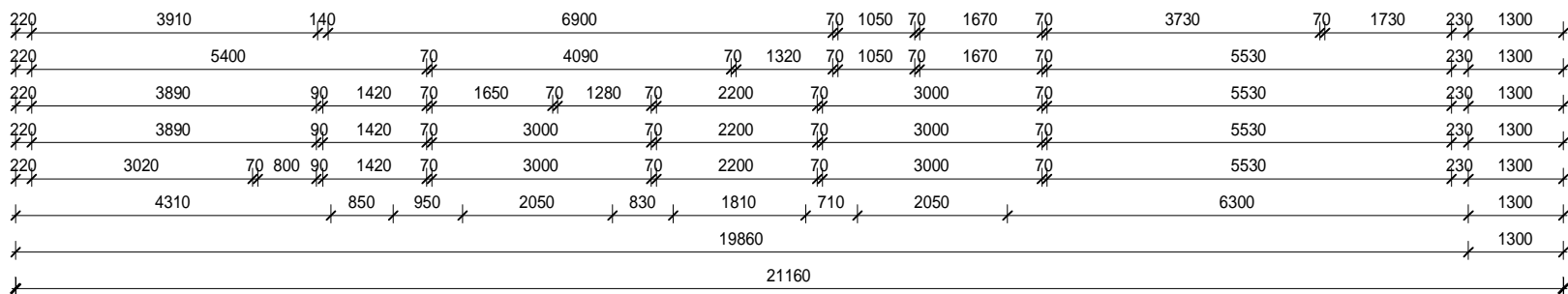
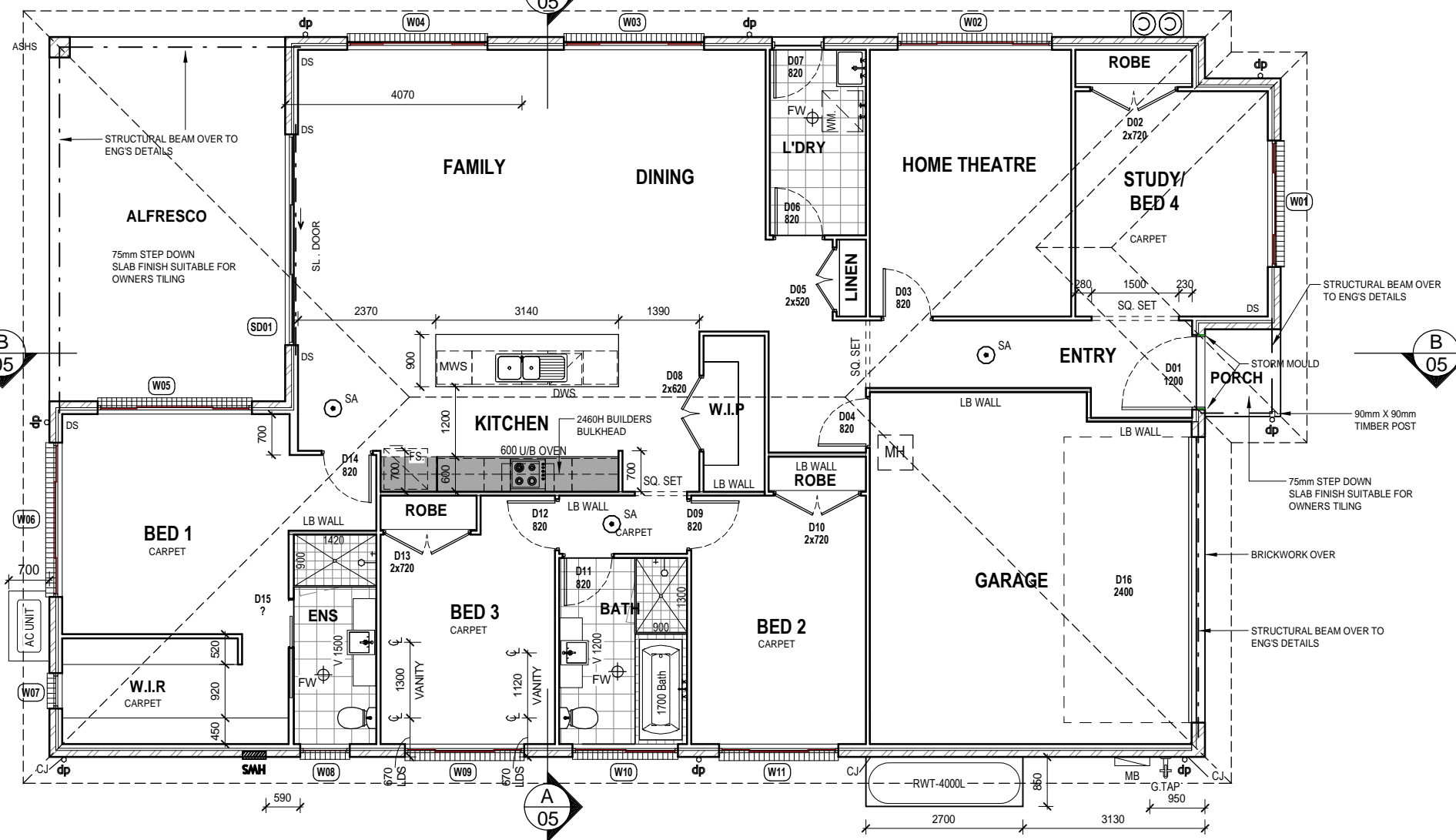
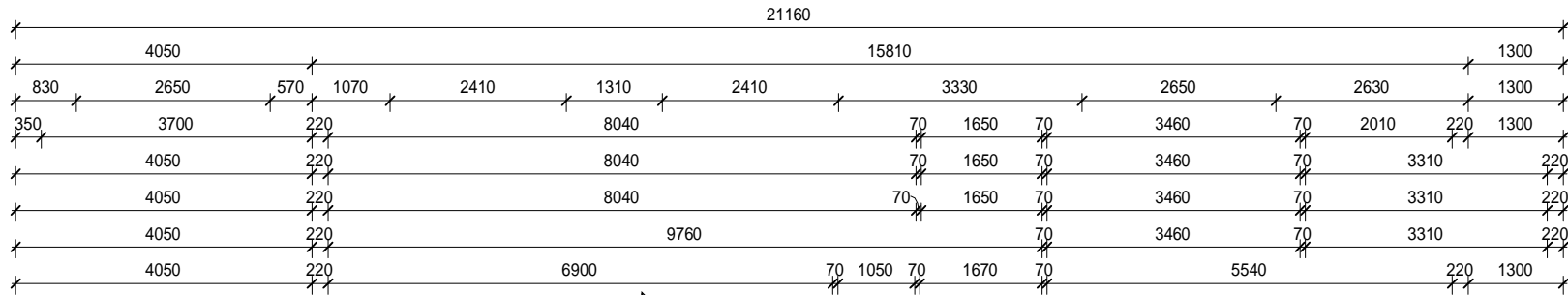
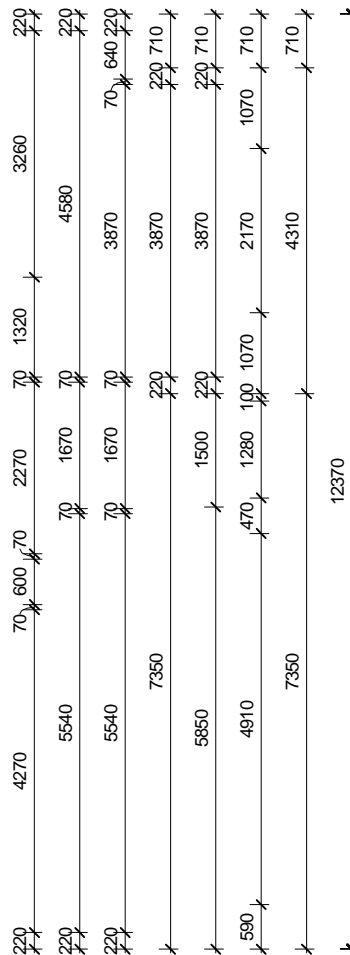
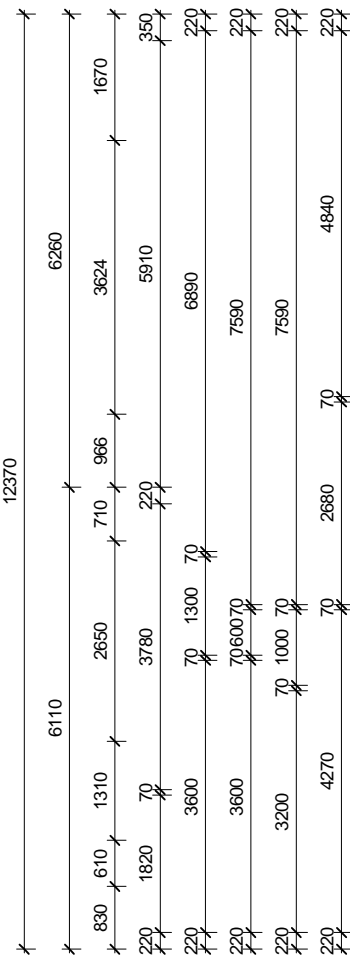
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LEGEND	
AC	AIR CONDITIONING
AC-D	AIR CONDITIONING DROPPER
ASHS	ADJUSTABLE SHS
CJ	CONSTRUCTION JOINT
DW	DISHWASHER
DP	DOWNPIPE
DS	DOUBLE STUD
FJ	FLOOR JOIST DIRECTION
FS	FRIDGE SPACE
FTAP	COLD WATER FRIDGE TAP
FW	FLOOR WASTE
GP	GAS POINT
GTAP	GARDEN TAP
HCTAP	HOT/COLD WATER TAPS WITH DRAINAGE POINT
HWS	HOT WATER SYSTEM
LBW	LOAD BEARING WALL
MH	MAN HOLE
MW	MICROWAVE
P-WALL	PARTI-WALL SYSTEM-FRL 60/60/60
SA	SMOKE ALARM (DETECTOR)
SP	STACK POINT - COORDINATE ON SITE BY PLUMBER/SUPERVISOR
SHS	SQUARE HOLLOW SECTION
WMS	WASHING MACHINE



COMPLIANCE NOTES	
1. WINDOW OPENING	A. PROVIDE VENT LOCKS TO ALL ALUMINIUM SLIDING WINDOWS TO FIRST FLOOR BEDROOMS TO RESTRICT THE OPENING SASH OF WINDOWS TO BE NO GREATER THAN 120mm (BCA VOL. 2).
2. BALUSTRADES	A. ALL BALUSTRADES TO BE MINIMUM 1000mm ABOVE FINISHED FLOOR LEVELS. B. ALL BALUSTRADES TO FIRST FLOOR BALCONIES WITH A HEIGHT OF 3.5m OR HIGHER TO BE CONSTRUCTED WITH NO HORIZONTAL FOOT HOLDS (BCA VOL. 2). C. INTERNAL STAIRS TO HAVE CONTINUOUS HANDRAIL. D. ALL GLASS BALUSTRADES TO BE FITTED WITH A TOP RAIL TO AUSTRALIAN STANDARD AS1288.
3. STAIR LANDINGS + TREADS	A. ALL STAIR LANDINGS GREATER THAN 1.0m TO HAVE BALUSTRADE INSTALLED AS NOMINATED ON PLANS(BCA VOL. 2). B. STAIR TREAD SURFACE TO HAVE A SLIP RESISTANCE RATING IN ACCORDANCE WITH BCA VOL. 2/3.9.1.3(G) AND AS 4586.
4. FLOOD AFFECTED SITES	A. ALL MATERIALS BELOW NOMINATED FLOOD LEVEL TO BE CONSTRUCTED OF FLOOD COMPATIBLE MATERIAL.

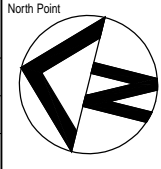
FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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WARWICK FARM, NSW 2170
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DATE

For: **MR HARLAND & MS COOPER**
Address: **No.14 ASHBURY STREET, NEW LAMBTON**
Lot No: **65** DP:
Council: **NEW CASTLE**



DWG: **FLOOR PLAN**
Design: **SONATA GARAGE LHS**
Facade: **TRADITIONAL**
Edition: **ULTIMATE INCLUSIONS**

Slab: **COUNCIL PLAN 5**
Garage Location: **LHS**
Drawn Date: **15.02.18**
Drawn By: **MAG**
Rev. Date: **01.11.19**
Scale @ A3: **1 : 100**

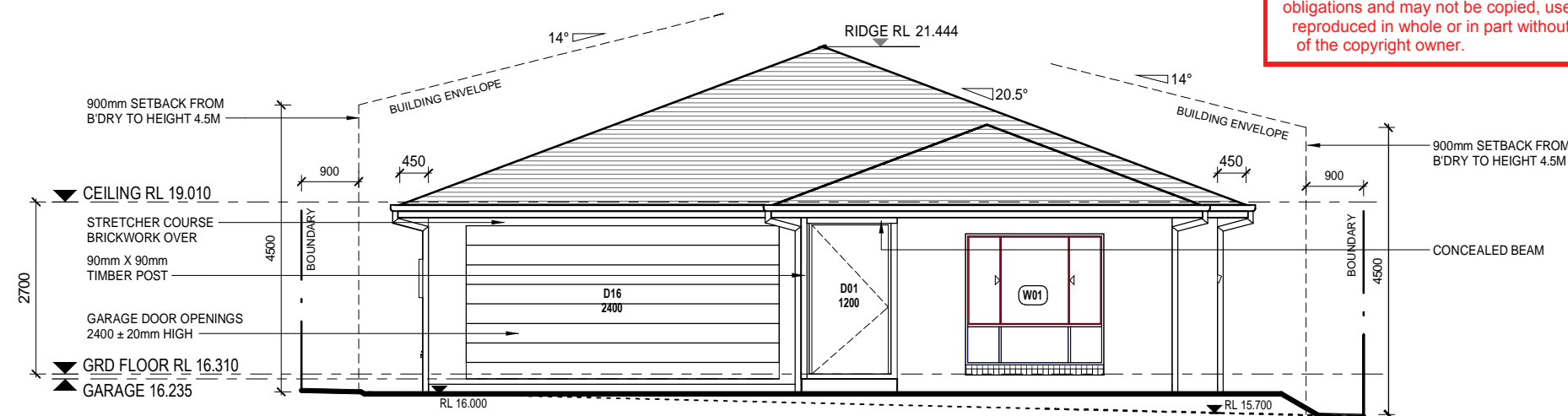
JOB No. **2013100**
Sheet No. **02**
Revision: **6**

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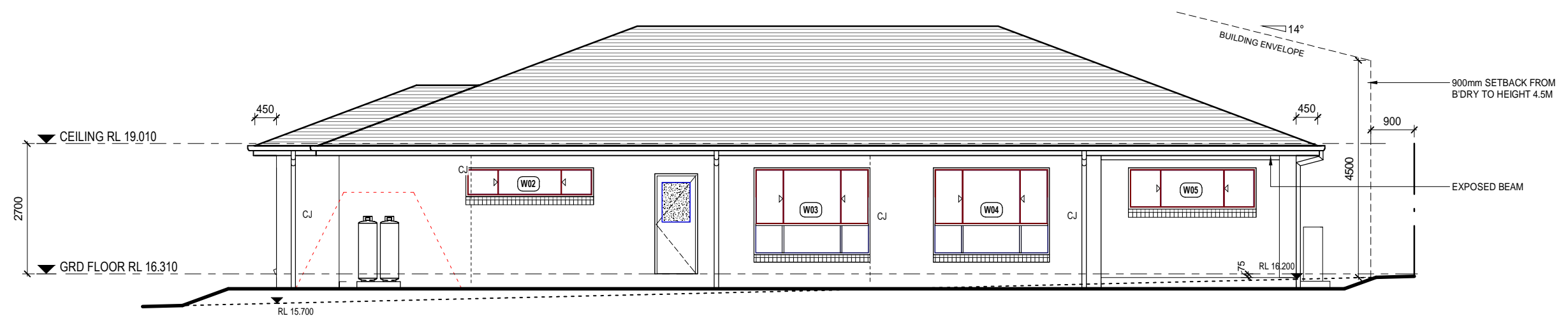
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SOUTH ELEVATION - FRONT



EAST ELEVATION - RIGHT

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

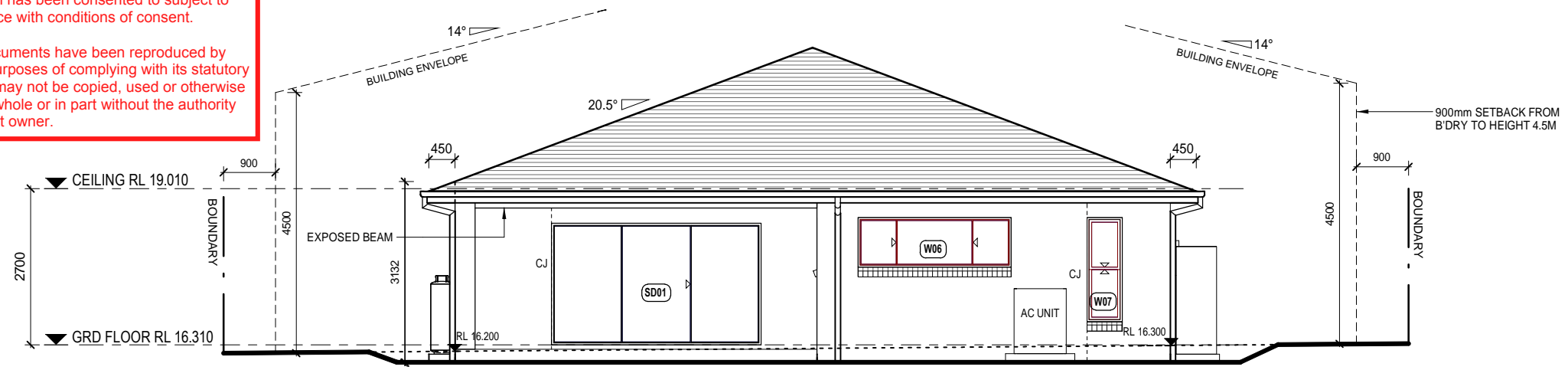
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		Sheet No. 03	Revision: 6	Drawn Date: 15.02.18	Drawn By: MAG	Rev. Date: 01.11.19	Scale @ A3: 1 : 100

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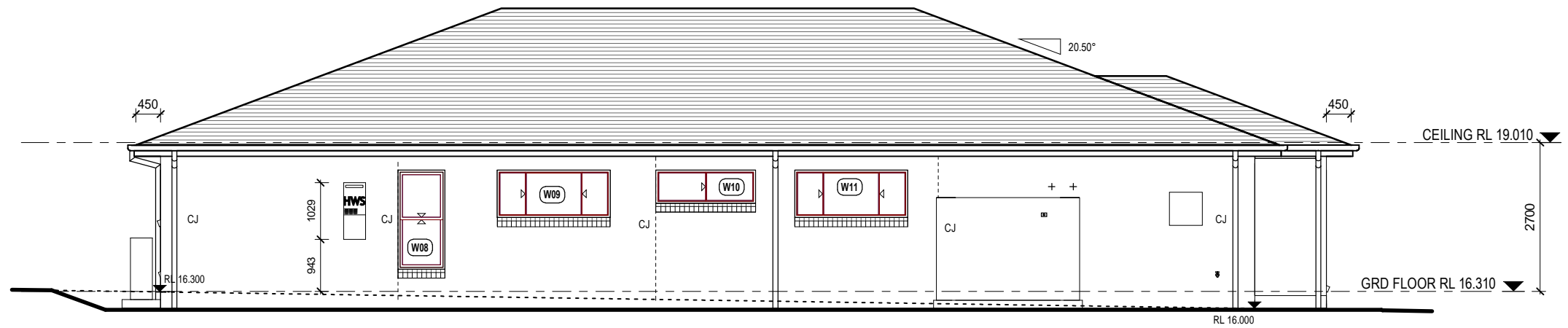
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NORTH ELEVATION - REAR



WEST ELEVATION - LEFT

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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		Sheet No. 04	Revision: 6	Drawn Date: 15.02.18	Drawn By: MAG	Rev. Date: 01.11.19	Scale @ A3: 1 : 100

All permanent bracing in accordance with AS 1684 - Timber Framing Code Wind velocity - N1

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FRAMING NOTES

SQ. SET OPENINGS TO GROUND FLOOR 2340mm HIGH
(UNLESS SPECIFIED ON FLOOR PLANS)

ALL CJ (CONSTRUCTION JOINTS) REQUIRES A STUD WITHIN
300mm ON EITHER SIDE FOR NAILING OF WALL TILES.

PROVIDE TERMITE RESISTANT TREATED
TIMBER FRAME AND ROOF TRUSSES
(INCLUDING FLOORING IN TWO STOREY DESIGNS).

INSULATION REQUIREMENTS

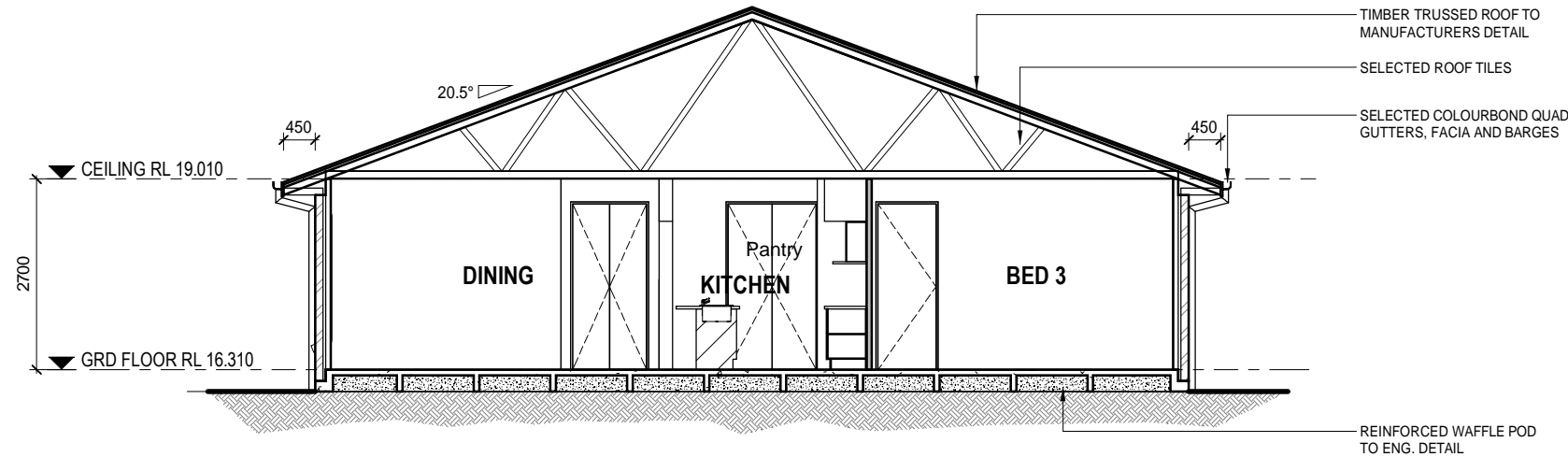
R1.5 BRADFORD INSULATION BATTS TO EXTERNAL
FRAMED WALLS OF LIVING AREAS & INCLUDING WALLS
BETWEEN GARAGE & LIVING AREAS

R4.1 BRADFORD INSULATION BATTS TO CEILINGS OF
LIVING AREAS (EXCLUDING GARAGE)

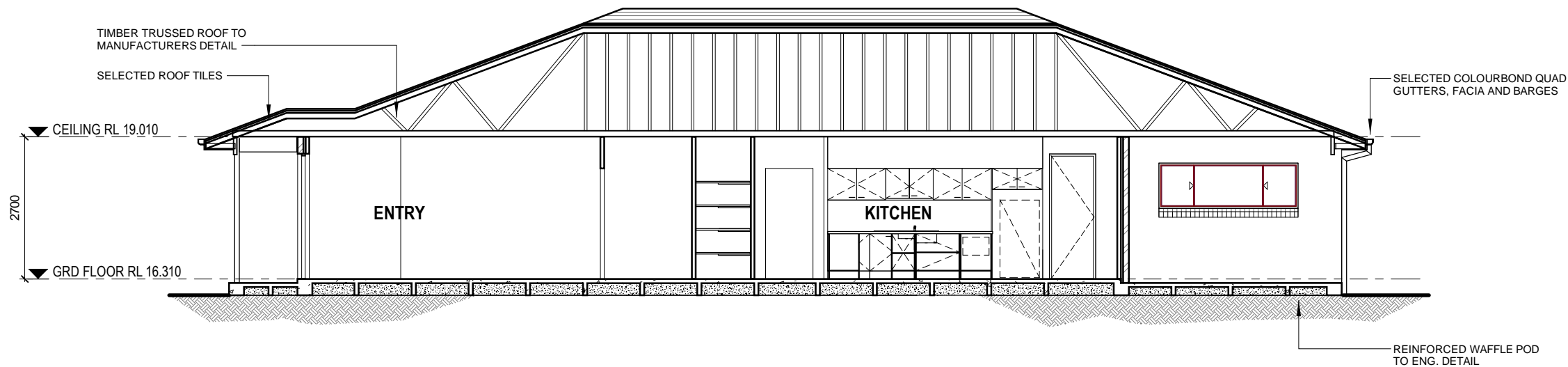
SARKING TO UNDERSIDE OF THE ROOF TILES

WINDOW & SLIDING DOOR Schedule

Type	Window No.	Height	Width	Window Style	Glazing
W	01	2057	2170	SLIDING	CLEAR
W	02	600	2650	SLIDING	CLEAR
W	03	1800	2410	SLIDING	CLEAR
W	04	1800	2410	SLIDING	CLEAR
W	05	857	2650	SLIDING	CLEAR
W	06	857	2650	SLIDING	CLEAR
W	07	1800	610	DOUBLE HUNG	CLEAR
W	08	1800	850	DOUBLE HUNG	OBSCURE/TG
W	09	857	2050	SLIDING	CLEAR
W	10	600	1810	SLIDING	OBSCURE/TG
W	11	857	2050	SLIDING	CLEAR
SD	01	2100	3624	SLIDING DOOR	CLEAR



SECTION A-A



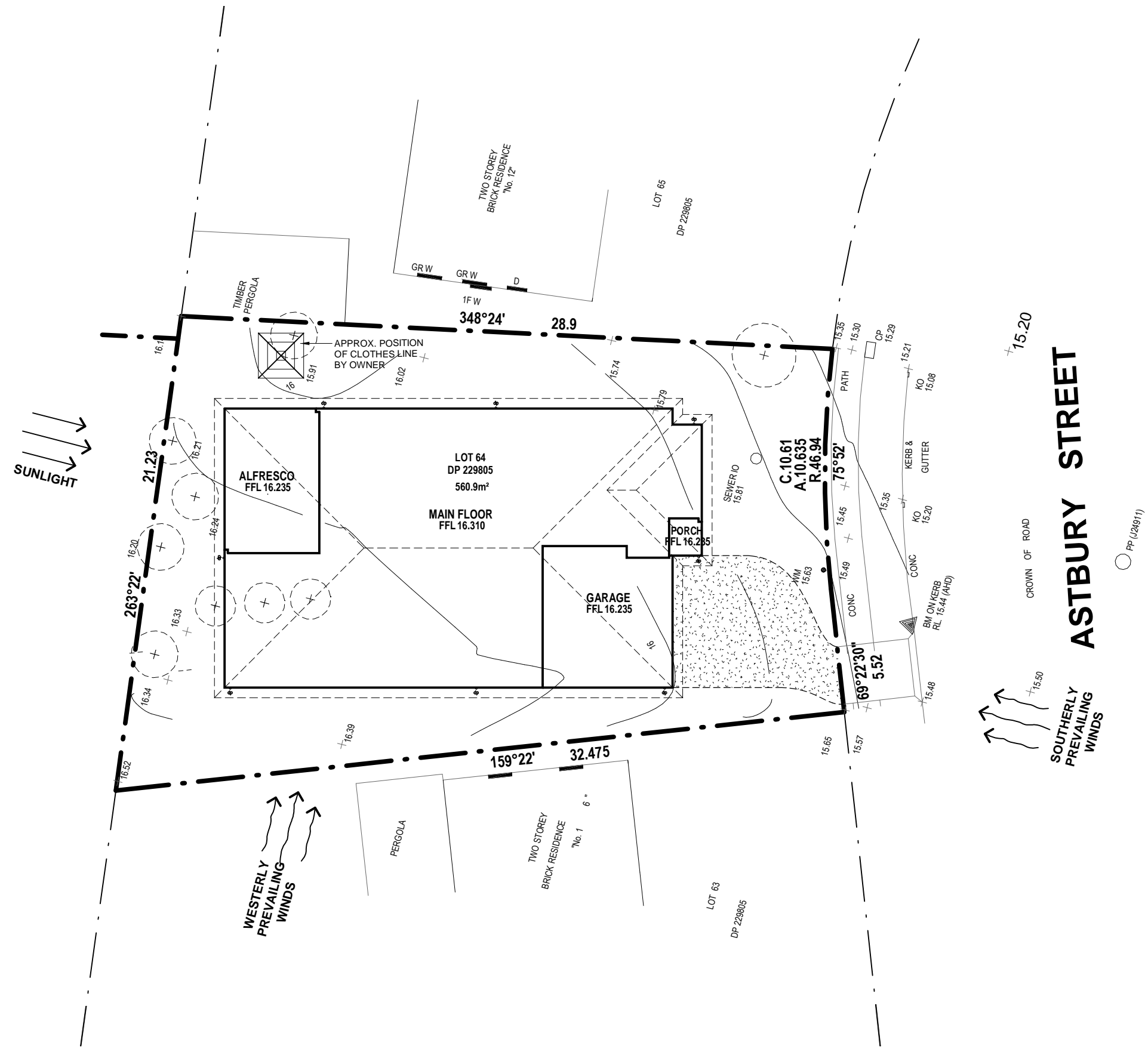
SECTION B-B

DOOR Schedule

Door No.	Location	Comments	Height	Width
01	ENTRY		2340	1200
02	ROBE	STUDY/BED 4	2340	2x720
03	HOME THEATRE		2340	820
04	GARAGE	INTERNAL	2340	820
05	LINEN		2340	2x520
06	LAUNDRY		2340	820
07	LAUNDRY	EXTERNAL	2040	820
08	W.I.P		2340	2x620
09	BED 2		2340	820
10	ROBE	BED2	2340	2x720
11	BATH		2340	820
12	BED 3		2340	820
13	ROBE	BED 3	2340	2x720
14	BED 1		2340	820
15	ENS.		2340	
16	GARAGE	PANELIFT DOOR	2400	2400

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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		<p>CLIENT'S SIGNATURE 2</p>	<p>Address: No.14 ASHBURY STREET, NEW LAMBTON</p> <p>Lot No: 65 DP:</p> <p>Council: NEW CASTLE</p>				



FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

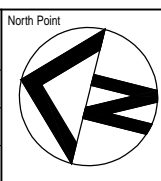
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 Lot No: **65** DP:
 Council: **NEW CASTLE**



DWG: **SITE ANALYSIS**
 Design: **SONATA GARAGE LHS**
 Facade: **TRADITIONAL**
 Edition: **ULTIMATE INCLUSIONS**
 Garage Location: **LHS**

Stage: **COUNCIL PLAN 5**
 Drawn Date: **15.02.18**
 Drawn By: **MAG**
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 Scale @ A3: **1 : 200**

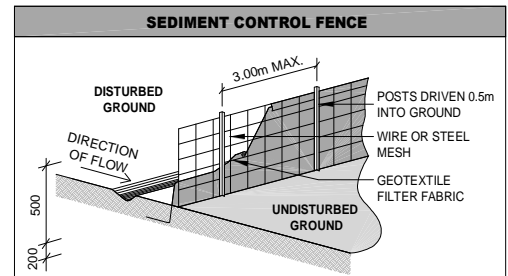
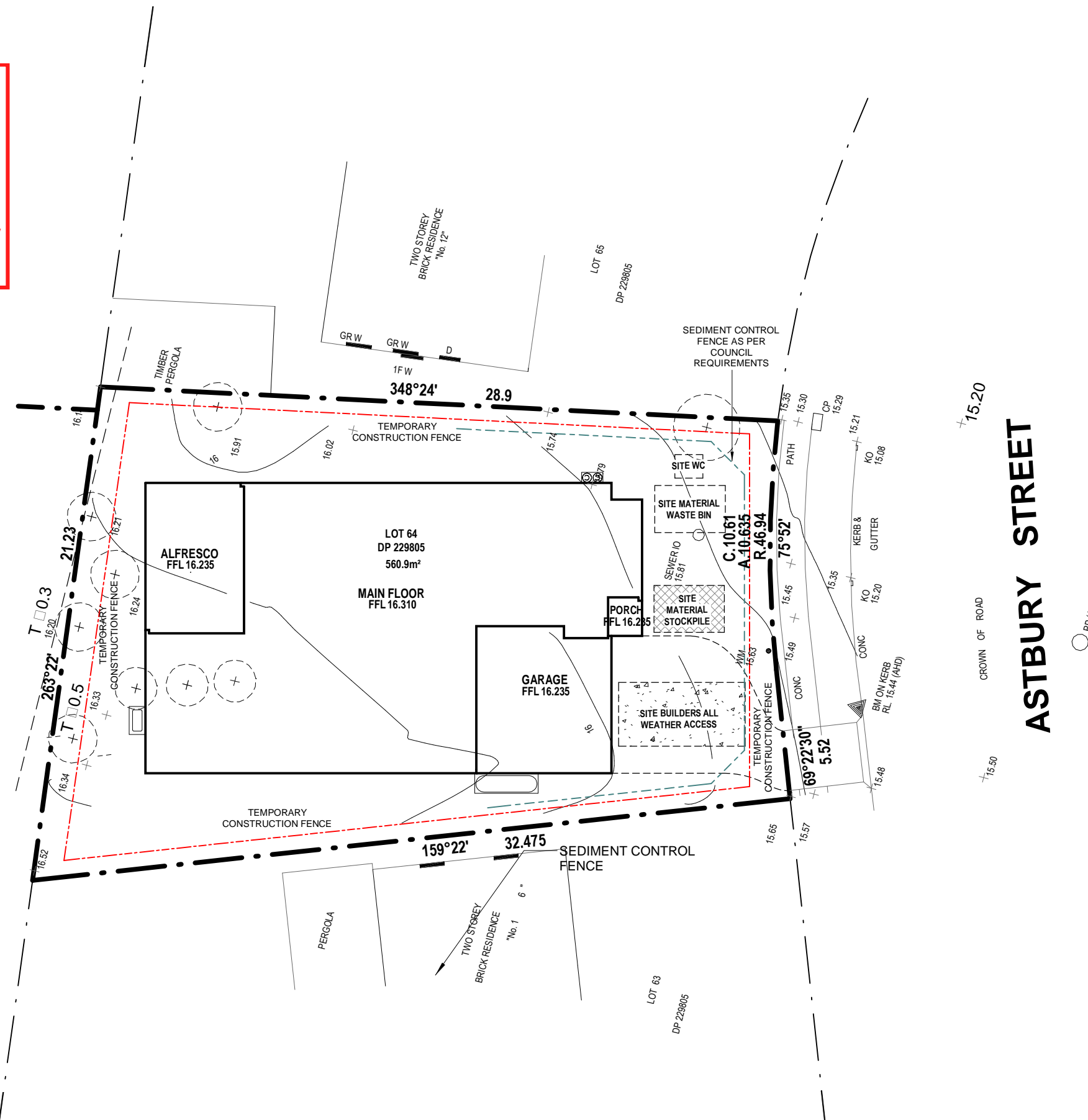
JOB No. **2013100**
 Sheet No. **06**
 Revision: **6**

NEWCASTLE CITY COUNCIL

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- GENERAL NOTES:**
- NO STOCKPILING OF MATERIALS IS PERMITTED ON THE VERGE BETWEEN KERB & PROPERTY BOUNDARY.
 - NO VEHICLE CROSSING OR STOCKPILING OF MATERIAL ON VEGETATION BUFFER.
 - ALL SEDIMENT RETAINING STRUCTURES TO BE CLEANED ON REACHING 50% STORAGE CAPACITY.
 - ALL EXISTING VEGETATION WILL BE RETAINED OUTSIDE THE CONSTRUCTION SITE.
 - ROOF DRAINAGE IS TO BE CONNECTED TO THE STORMWATER SYSTEM AS SOON AS PRACTICABLE.
 - DEPRESSIONS LEFT IN THE FOOTPATH BY HEAVY TRUCKS ARE TO BE FILLED AS SOON AS POSSIBLE.
 - ONLY ONE EXIT POINT SHOULD BE USED & SHOULD BE CONSTRUCTED SO AS TO PREVENT SOIL REACHING THE ROAD & TO STOP BOGGING.
 - DRAINAGE DITCHES ABOVE & BELOW CUT & FILLED AREAS ARE TO REDUCE EROSION FROM DISTURBED GROUND.

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

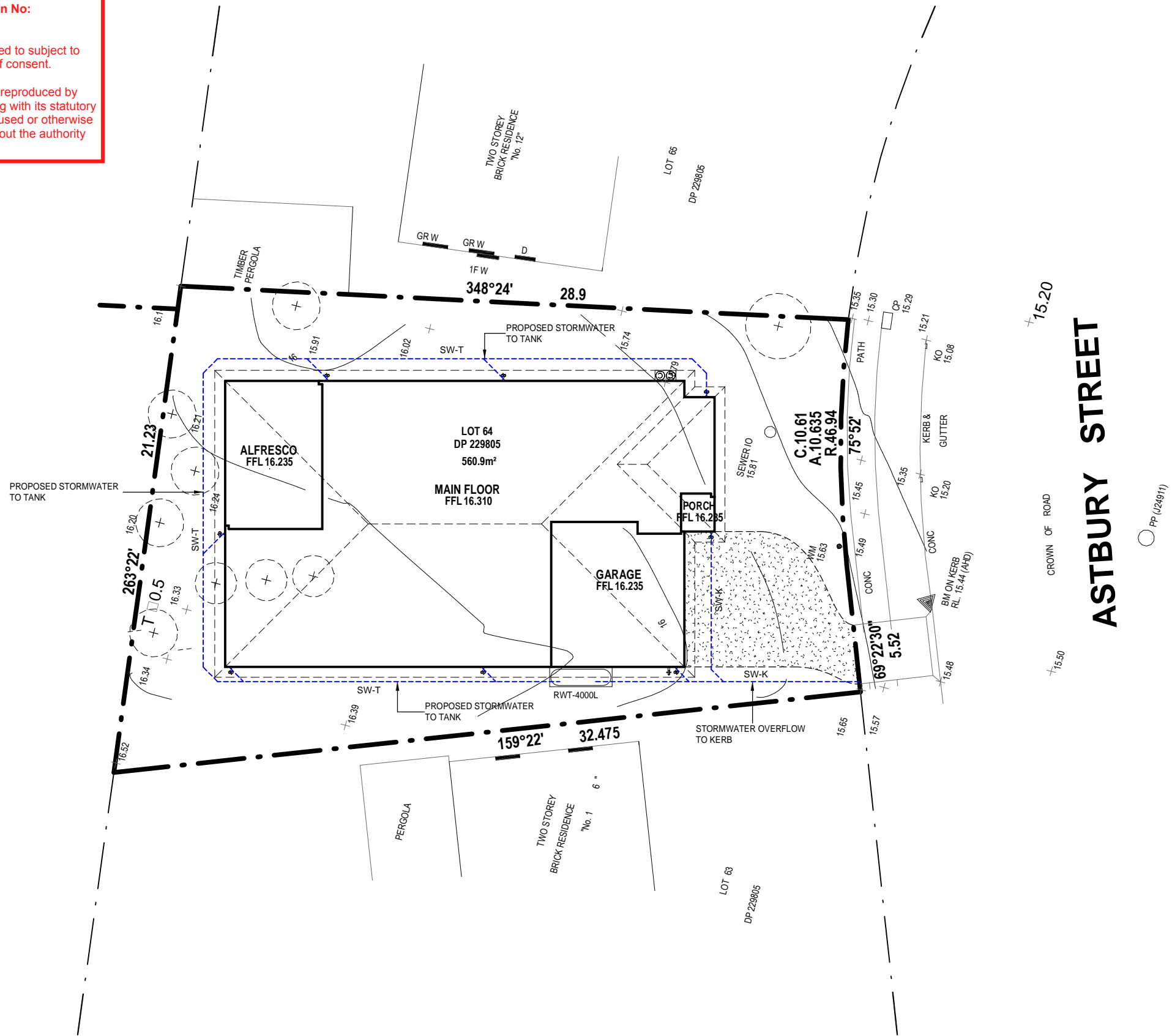
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	<p>Location: L:\2013100 - COOPER\Revit\2013100-COOPER - SONATA-TRADITIONAL-LHS.rvt</p>		<p>Plot Date: 1/11/2019 3:06:14 PM</p>					

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2. CONCRETE SLAB PLAN TO BE CHECKED BY SITE SUPERVISOR BEFORE POURING CONCRETE.
3. ALL PLUMBING AND DRAINAGE SETOUTS TO BE CHECKED BY PLUMBER BEFORE POURING OF CONCRETE.
4. **STACK POINTS (SP)** - FINAL LOCATIONS MAY VARY ON SITE. TO BE COORDINATED BY SUPERVISOR AND PLUMBER.
5. **SHOWER FLOOR WASTE** - DIMENSIONED TO CENTRE OF SHOWERS.
6. **SHOWER GRATED DRAINS** - DIMENSIONED TO EDGE OF WALL FACE.
7. **GENERAL FLOOR WASTE** - FINAL SETOUT TO BE COORDINATED BY PLUMBER.
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10. ALL EXTERNAL PATIOS / ALFRESCOS: SURFACE FINISH TO BE SUITABLE FOR TILING BY OWNER AFTER HANDOVER.

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

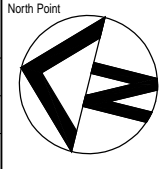


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CLIENT'S SIGNATURE 1
CLIENT'S SIGNATURE 2
DATE
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For: **MR HARLAND & MS COOPER**
Address: **No.14 ASHBURY STREET, NEW LAMBTON**
Lot No: **65** DP:
Council: **NEW CASTLE**



DWG: **CONCEPT DRAINAGE**
Design: **SONATA GARAGE LHS**
Facade: **TRADITIONAL**
Edition: **ULTIMATE INCLUSIONS**
Garage Location: **LHS**

Stage: **COUNCIL PLAN 5**
Drawn Date: **15.02.18**
Drawn By: **MAG**
Rev. Date: **01.11.19**
Scale @ A3: **1 : 200**

JOB No. **2013100**
Sheet No. **08**
Revision: **6**

NEWCASTLE CITY COUNCIL

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Development Application No:
DA2019/00723

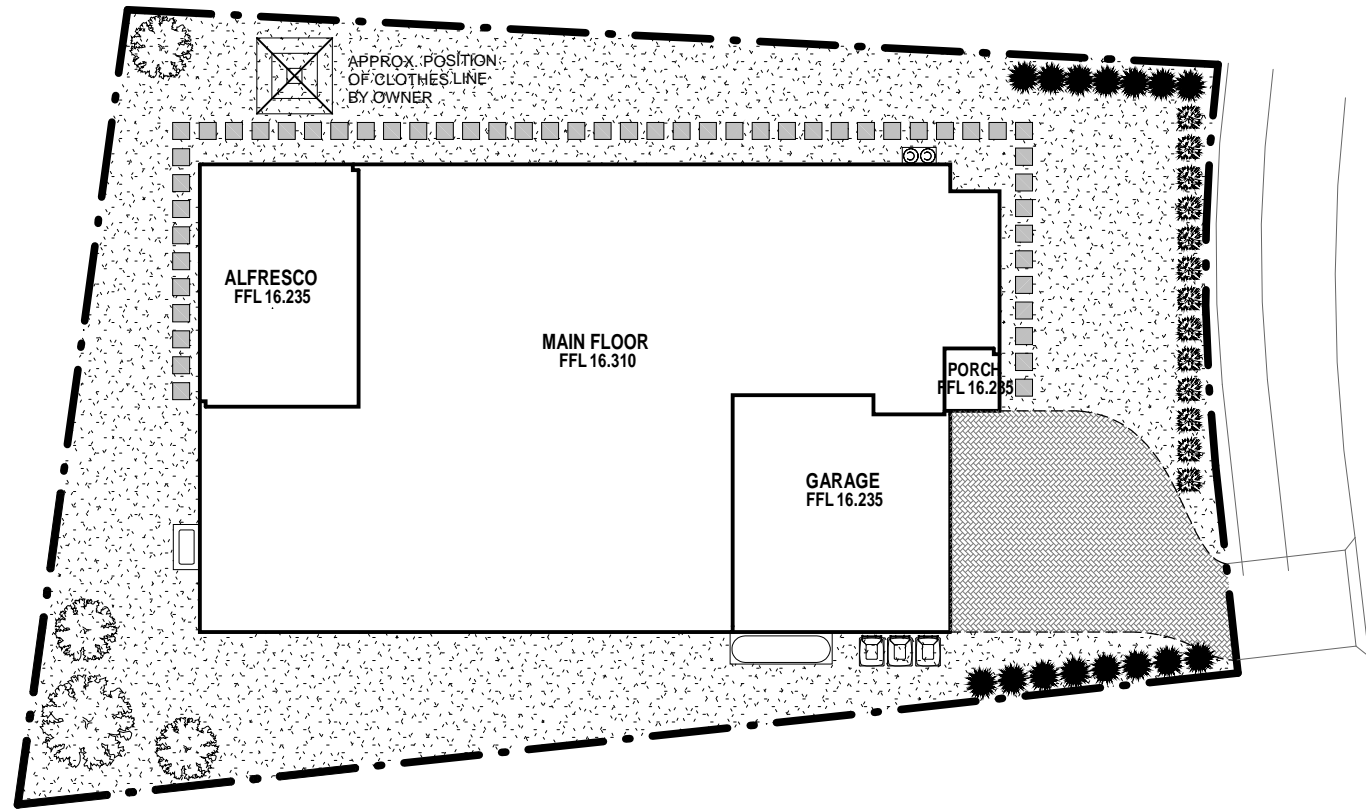
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LANDSCAPE LEGEND	
	LARGE TREES
	MEDIUM TREES
	SMALL TREES
	LARGE SHRUBS
	SMALL SHRUBS
	HEDGE
	PAVERS
	RUBBISH BINS
	TURF
	PAVING
	PEBBLES

NOTES:

- MASTERTON HOMES WILL PROVIDE THE LEVEL OF INCLUSIONS AS DETAILED WITHIN THE BUILDING TENDER.
- ALL OTHER ITEMS THAT MAY APPEAR ON THIS CONCEPT LANDSCAPE PLAN ARE NOT INCLUDED AND WILL NOT BE PROVIDED.
- THE CONCEPT LANDSCAPE PLAN IS PRODUCED TO ALLOW FOR RELEVANT APPROVALS TO CONSTRUCT THE HOME.
- ALL OTHER REQUIREMENTS OF THE DEVELOPER OR OTHER AUTHORITIES ARE TO BE COMPLETED BY THE OWNER.



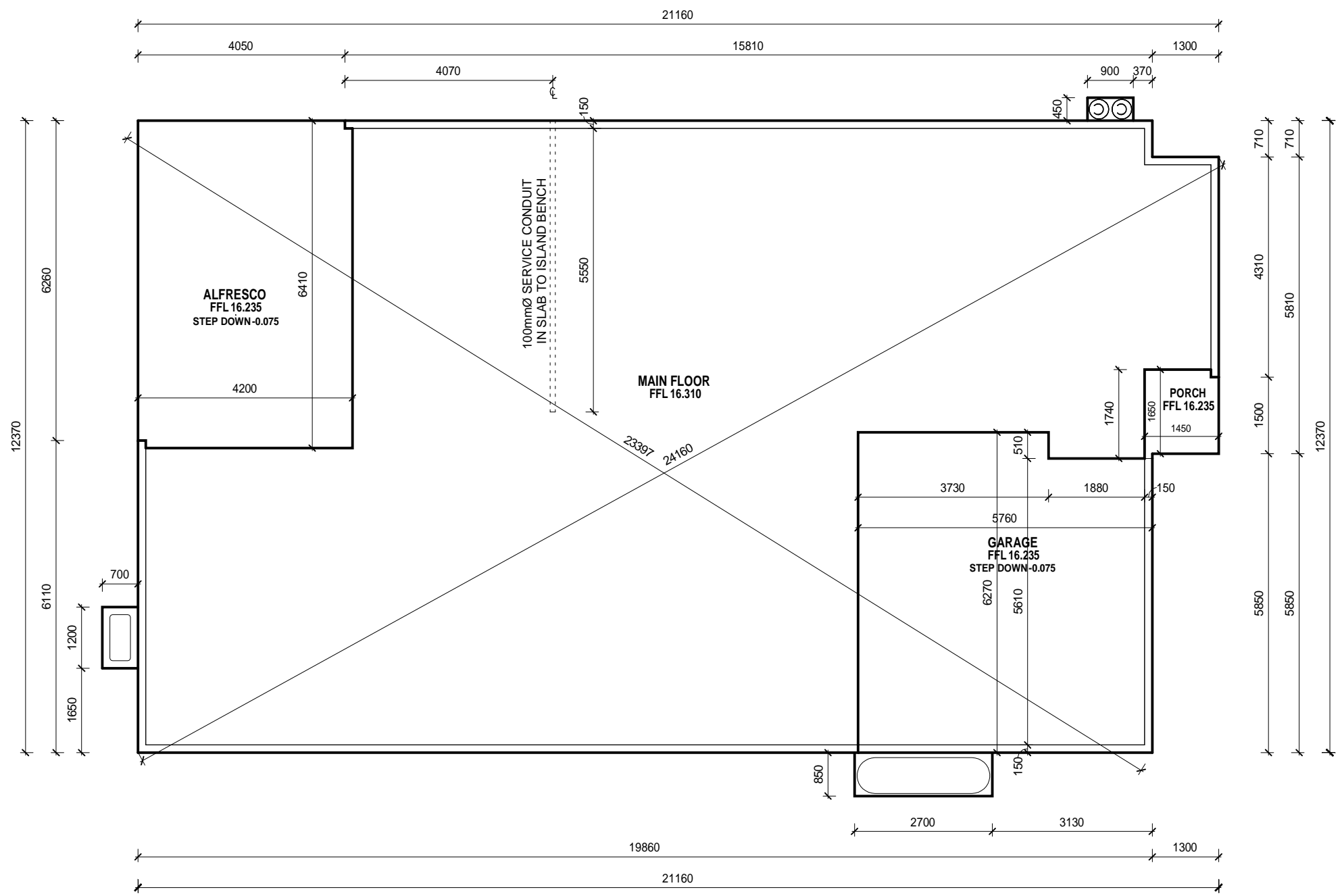
ASTBURY STREET

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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		CLIENT'S SIGNATURE 2	MR HARLAND & MS COOPER		CONCEPT LANDSCAPE	COUNCIL PLAN 5				2013100		
DATE	Address:	Lot No:	DP:	Design:	Facade:	Garage Location:	Drawn Date:	Drawn By:	Rev. Date:	Scale @ A3:	Sheet No.	Revision:
I ACCEPT AND UNDERSTAND THE PLANS AND DOCUMENTS THAT HAVE BEEN PROVIDED TO ME BY MASTERTON HOMES	No.14 ASHBURY STREET, NEW LAMBTON	65		SONATA GARAGE LHS	TRADITIONAL	LHS	15.02.18	MAG	01.11.19	1 : 200	09	6
	Council:			Edition:								
	NEW CASTLE			ULTIMATE INCLUSIONS								

CONCRETE / PLUMBING NOTES

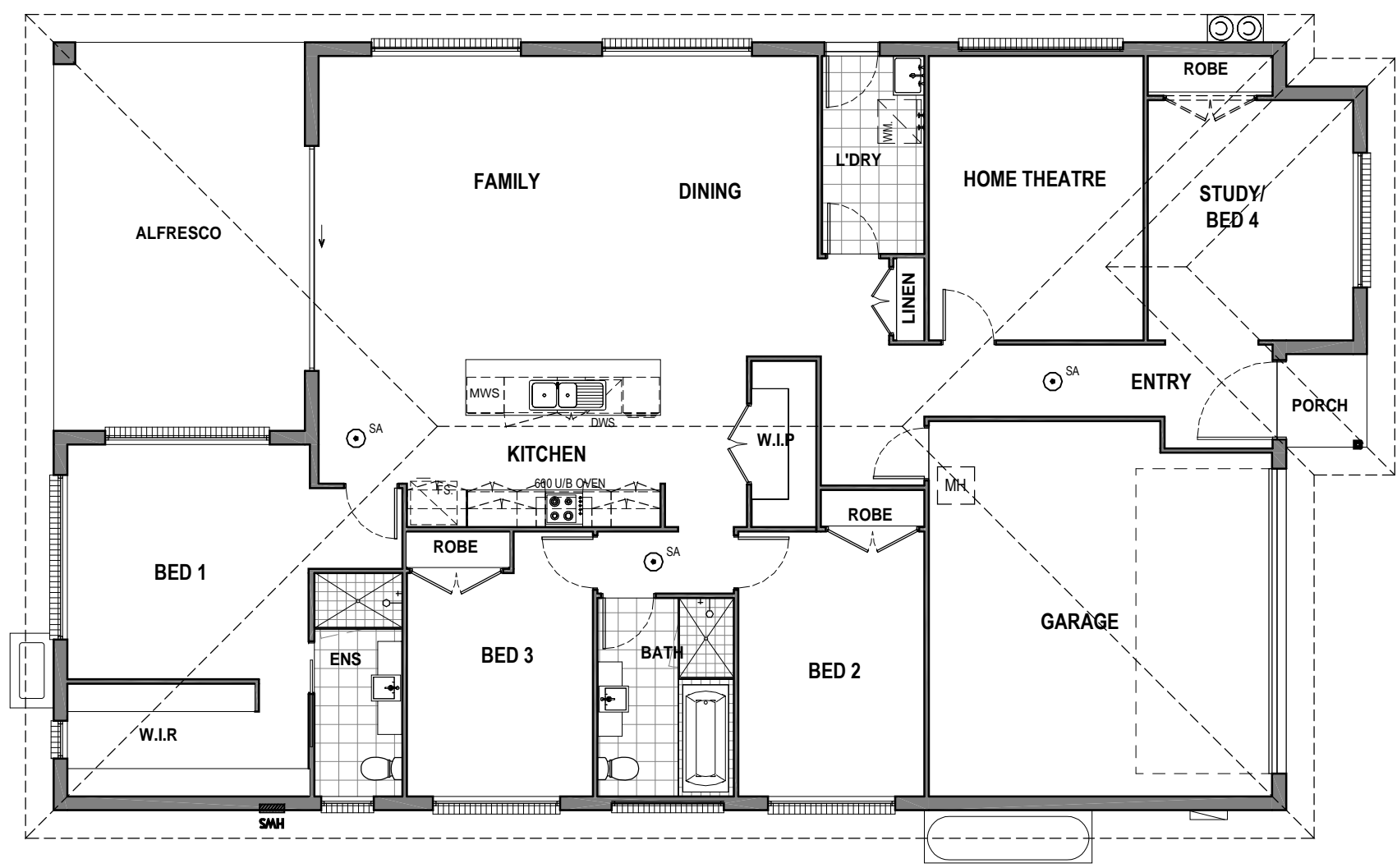
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FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

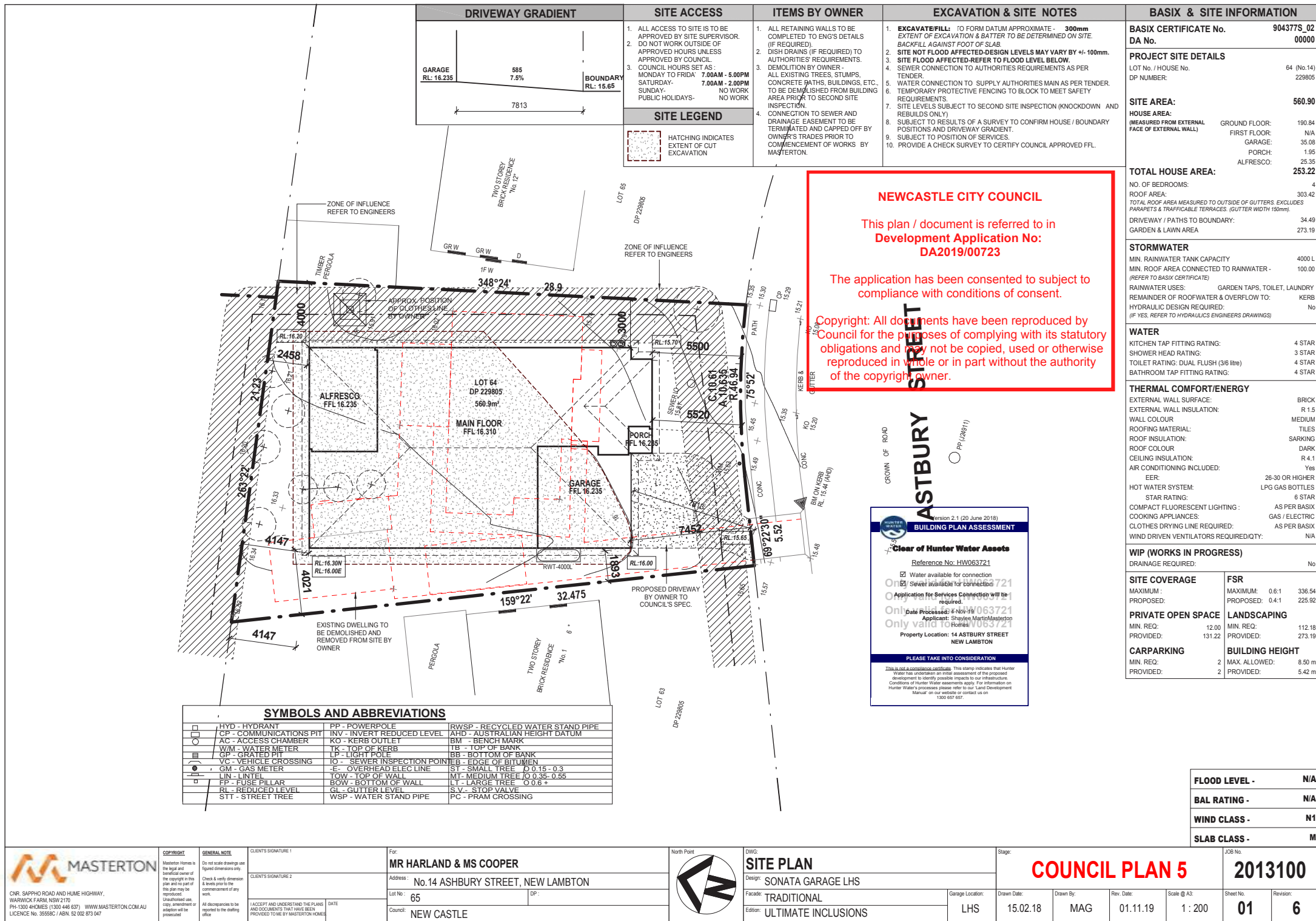
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		CLIENT'S SIGNATURE 2	Address:			<p>65</p> <p>DP:</p> <p>NEW CASTLE</p>	<p>COUNCIL PLAN 5</p>				<p>2013100</p>
I ACCEPT AND UNDERSTAND THE PLANS AND DOCUMENTS THAT HAVE BEEN PROVIDED TO ME BY MASTERTON HOMES	DATE						Drawn Date:	Drawn By:	Rev. Date:	Scale @ A3:	Sheet No.
						15.02.18	MAG	01.11.19	1 : 100	10	6

MASTERTON HOMES ELECTRICAL STANDARDS			
SCHEDULE	DPP	SPP	LIGHT POINT
BATHROOM	1		1
BEDROOM - MASTER / BED 1	2		1
BEDROOMS - ALL OTHER (INCLUDES GUEST)	1		1
DINING	1		1
ENSUITE	1		1
FAMILY ROOM	2		2
GARAGE	1		2
GREAT ROOM	2		2
HOME THEATRE	1		1
KITCHEN	2		1
LAUNDRY	1		1
LIVING / LOUNGE ROOM	1		1
POWDER / WC	1		1
STUDY / STUDY NOOK / MEDIA	1		1
WIP / BUTLERS PANTRY			1
ENTRY			1
HALLWAYS (1 PER 3m APPROX.)			1
OUTDOOR - ALFRESCO / BALCONY / LAUNDRY / PATIO			1
OUTDOOR - GRANNY FLAT			1
STAIRCASE			1
UNDER STAIRCASE STORAGE (DOOR ACCESS)			1
WALK IN ROBES			1
HOME HUB (IF APPLICABLE)	1		
ALARM (IF APPLICABLE)		1	
DISHWASHER		1	
FRIDGE		1	
GARAGE DOOR OPENER		1	
GAS COOKTOP (STAND ALONE)		1	
MICROWAVE (IF APPLICABLE)		1	
RANGEHOOD		1	
MISCELLANEOUS ITEMS - 1 X DATA POINT / 2 X PHONE POINT / 2 X TV POINT			
GENERAL NOTES			
1. ROOM NAMES MAY VARY DEPENDING ON HOUSE DESIGN AND CUSTOMISATION OF STANDARD DESIGN			
2. ALL OTHER ROOMS NOT LISTED IN ABOVE SCHEDULE WILL INCLUDE 1 X DPP / 1 LIGHT POINT			
3. ALFRESCO GREATER THAN 4M - 2 LIGHT POINTS TO BE ALLOWED			
4. TWO WAY SWITCH TO STAIRCASE ONLY (DOUBLE STOREY)			
5. DUCTED EXHAUST FANS PROVIDED TO WET AREAS WITH SHOWER OR AS PER BCA REQUIREMENTS			
6. FINAL ALLOCATION OF POWER POINTS / SWITCHES TO BE CONFIRMED AT ELECTRICAL CONSULTATION			
7. DATA POINT APPLICABLE ONLY WHEN ULTIMATE INCLUSIONS OR EVOLVE LUXURY PACKAGE SELECTED			



FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

<p>CNR. SAPHO ROAD AND HUME HIGHWAY, WARWICK FARM, NSW 2170 PH: 1300 4HOMES (1300 446 637) WWW.MASTERTON.COM.AU LICENCE No. 35558C / ABN. 52 002 873 047</p>	<p>COPYRIGHT Masterton Homes is the legal and beneficial owner of the copyright in this plan and no part of this plan may be reproduced. Unauthorised use, copy, amendment or adaptation will be prosecuted.</p> <p>GENERAL NOTE Do not scale drawings use figured dimensions only. Check & verify dimension & levels prior to the commencement of any work. All discrepancies to be reported to the drafting office. All discrepancies to be reported to the drafting office.</p>	<p>CLIENT'S SIGNATURE 1</p>	<p>For: MR HARLAND & MS COOPER</p>	<p>North Point</p>	<p>DWG: ELECTRICAL PLAN</p> <p>Design: SONATA GARAGE LHS</p> <p>Facade: TRADITIONAL</p> <p>Edition: ULTIMATE INCLUSIONS</p>	<p>Stage: COUNCIL PLAN 5</p>	<p>JOB No. 2013100</p>
		<p>CLIENT'S SIGNATURE 2</p>	<p>Address: No.14 ASHBURY STREET, NEW LAMBTON</p>				
<p>Location: L:\2013100 - COOPER\Revit\2013100-COOPER - SONATA-TRADITIONAL-LHS.rvt</p>		<p>I ACCEPT AND UNDERSTAND THE PLANS AND DOCUMENTS THAT HAVE BEEN PROVIDED TO ME BY MASTERTON HOMES</p> <p>DATE</p>	<p>Facade: TRADITIONAL</p> <p>Garage Location: LHS</p>	<p>Drawn Date: 15.02.18</p> <p>Drawn By: MAG</p> <p>Rev. Date: 01.11.19</p>	<p>Revision: 6</p>	<p>Plot Date: 1/11/2019 3:06:18 PM</p>	



DRIVEWAY GRADIENT
GARAGE RL: 16.235 585 7.5% BOUNDARY RL: 15.65 7813

SITE ACCESS
1. ALL ACCESS TO SITE IS TO BE APPROVED BY SITE SUPERVISOR. DO NOT WORK OUTSIDE OF APPROVED HOURS UNLESS APPROVED BY COUNCIL. 2. COUNCIL HOURS SET AS: MONDAY TO FRIDAY 7.00AM - 5.00PM SATURDAY - 7.00AM - 2.00PM SUNDAY - NO WORK PUBLIC HOLIDAYS - NO WORK

ITEMS BY OWNER
1. ALL RETAINING WALLS TO BE COMPLETED & BATTER TO BE DETERMINED ON SITE (IF REQUIRED). 2. DISH DRAINS (IF REQUIRED) TO AUTHORITIES REQUIREMENTS. 3. DEMOLITION BY OWNER - ALL EXISTING TREES, STUMPS, CONCRETE PATHS, BUILDINGS, ETC., TO BE DEMOLISHED FROM BUILDING AREA PRIOR TO SECOND SITE INSPECTION. 4. CONNECTION TO SEWER AND DRAINAGE EASEMENT TO BE TERMINATED AND CAPPED OFF BY OWNER'S TRADES PRIOR TO COMMENCEMENT OF WORKS BY MASTERTON.

EXCAVATION & SITE NOTES
1. EXCAVATE/FILL: TO FORM DATUM APPROXIMATE - 300mm EXTENT OF EXCAVATION & BATTER TO BE DETERMINED ON SITE. BACKFILL AGAINST FOOT OF SLAB. 2. SITE NOT FLOOD AFFECTED-DESIGN LEVELS MAY VARY BY +/- 100mm. 3. SITE FLOOD AFFECTED-REFER TO FLOOD LEVEL BELOW. 4. SEWER CONNECTION TO AUTHORITIES REQUIREMENTS AS PER TENDER. 5. WATER CONNECTION TO SUPPLY AUTHORITIES MAIN AS PER TENDER. 6. TEMPORARY PROTECTIVE FENCING TO BLOCK TO MEET SAFETY REQUIREMENTS. 7. SITE LEVELS SUBJECT TO SECOND SITE INSPECTION (KNOCKDOWN AND REBUILDS ONLY). 8. SUBJECT TO RESULTS OF A SURVEY TO CONFIRM HOUSE / BOUNDARY POSITIONS AND DRIVEWAY GRADIENT. 9. SUBJECT TO POSITION OF SERVICES. 10. PROVIDE A CHECK SURVEY TO CERTIFY COUNCIL APPROVED FFL.

BASIX & SITE INFORMATION	
BASIX CERTIFICATE No.	9043775_02
DA No.	00000
PROJECT SITE DETAILS	
LOT No. / House No.	64 (No.14)
DP NUMBER:	229805
SITE AREA:	
HOUSE AREA:	560.90
(MEASURED FROM EXTERNAL FACE OF EXTERNAL WALL)	
GROUND FLOOR:	190.84
FIRST FLOOR:	N/A
GARAGE:	35.08
PORCH:	1.95
ALFRESCO:	25.35
TOTAL HOUSE AREA:	253.22
NO. OF BEDROOMS:	4
ROOF AREA:	303.42
TOTAL ROOF AREA MEASURED TO OUTSIDE OF GUTTERS. EXCLUDES PARAPETS & TRAFFICABLE TERRACES. (GUTTER WIDTH 150mm).	
DRIVEWAY / PATHS TO BOUNDARY:	34.49
GARDEN & LAWN AREA	273.19

SITE LEGEND
HATCHING INDICATES EXTENT OF CUT EXCAVATION

NEWCASTLE CITY COUNCIL

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ASTBURY STREET

Version 2.1 (20 June 2018)
BUILDING PLAN ASSESSMENT

Clear of Hunter Water Assets

Reference No: HW063721

Water available for connection

Sewer available for connection

Application for Services Connection will be required.

Date Processed: 4-Nov-19
Applicant: Shaylee Martin/Masterton
Only valid for 12 Months (10/13/2021)

Property Location: 14 ASTBURY STREET
NEW LAMBTON

PLEASE TAKE INTO CONSIDERATION

This is not a compliance certificate. This stamp indicates that Hunter Water has undertaken an initial assessment of the proposed development to identify possible impacts to our infrastructure. Conditions of Hunter Water assessments apply. For information on Hunter Water's processes please refer to our 'Land Development Manual' on our website or contact us on 1300 657 657.

SYMBOLS AND ABBREVIATIONS		
	HYD - HYDRANT	PP - POWERPOLE
	CP - COMMUNICATIONS PIT	INV - INVERT REDUCED LEVEL
	AC - ACCESS CHAMBER	KO - KERB OUTLET
	W/M - WATER METER	TK - TOP OF KERB
	GP - GRATED PIT	LP - LIGHT POLE
	VC - VEHICLE CROSSING	TO - SEWER INSPECTION POINT
	GM - GAS METER	OE - OVERHEAD ELEC LINE
	LIN - LINTEL	TOW - TOP OF WALL
	FP - FUSE PILLAR	BOW - BOTTOM OF WALL
	RL - REDUCED LEVEL	GL - GUTTER LEVEL
	STT - STREET TREE	WSP - WATER STAND PIPE
	RWSP - RECYCLED WATER STAND PIPE	AND - AUSTRALIAN HEIGHT DATUM
	BM - BENCHMARK	IB - TOP OF BANK
	BB - BOTTOM OF BANK	EB - EDGE OF BITUMEN
	ST - SMALL TREE O 0.15 - 0.3	MT - MEDIUM TREE O 0.35 - 0.55
	LT - LARGE TREE O 0.6 +	SL - STOP VALVE
	PC - PRAM CROSSING	

MASTERTON

CNR. SAPHIRO ROAD AND HUME HIGHWAY,
WARWICK FARM NSW 2170
PH:1300-HOMES (1300 446 637) WWW.MASTERTON.COM.AU
LICENCE No. 36555C / ABN 52 002 873 047

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For:	MR HARLAND & MS COOPER
Address:	No.14 ASHBURY STREET, NEW LAMBTON
Lot No:	65
DP:	
Council:	NEW CASTLE

North Point	
DWG:	SITE PLAN
Design:	SONATA GARAGE LHS
Facade:	TRADITIONAL
Edition:	ULTIMATE INCLUSIONS
Garage Location:	LHS

Stage:	COUNCIL PLAN 5	JOB No.	2013100
Drawn Date:	15.02.18	Drawn By:	MAG
Rev. Date:	01.11.19	Scale @ A3:	1 : 200
Sheet No:	01	Revision:	6

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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Masterton
HOMES

STATEMENT OF ENVIRONMENTAL EFFECTS

Development address:

Lot 64 (DP 229805)
14 Astbury Street
New Lambton

Clients:

Mr. Harland & Ms Cooper

Council:

Newcastle

Date:

15th February 2018

Masterton Homes

Corner Sappho Rd & Hume Highway
Warwick Farm NSW 2170

Job No. 2013100

Site Suitability

The site is situated on the Northern side of Astbury Street and is the subject of this application.

The property is currently vacant and will be developed with a single storey, brick veneer dwelling.

The property is rectangular in shape with a total area of 560.90m² and a fall in relation to the topography of the land of approximately 1.10M across the block.

The locality is characterised by a mix of single and two storey dwellings which are either of face brickwork finish or cement rendered finish. The design of our proposal is not out of keeping with the surrounding environment and sets a desirable precedent for future developments.

Development Control Plan (DCP) Design guidelines

The proposal is for a single storey brick veneer dwelling with a tiled roof. The Dwelling has a front setback of 5.00m from the Southern boundary and a rear setback of 2.96m from the Northern boundary. The side setbacks of 3.82m from the right hand side Eastern boundary and 1.00m from the left hand side Western boundary.

The proposal is a single storey consisting of open plan living areas. The bedrooms and bathrooms are located to the left hand side of the dwelling, while the living areas are located on the right and rear hand side of the dwelling. The dwelling has a total floor area of 253.22m² including a double lock up garage and alfresco area at the rear of the home.

The **Sonata** design is very well adapted to the existing surroundings and character in the Sunshine Bay area. The home has style and character with the introduction of articulated external walls and variations in roof geometry, therefore minimising the bulk and scale of our development. Material finishes such as face brickwork and metal roof adds architectural elements and vision for future construction and sets a desirable precedent for any future development in the surrounding areas.

The overall appearance of our proposal is comparable to other developments in the locality. The relationship between the dwelling and the streetscape is strengthened with a well designed proposal that incorporates a well articulated front façade that incorporates architectural design elements.

Present and previous uses

The site is currently occupied and is zoned as R2 Low Density Residential. This will be maintained for the proposed development.

Impact of the Development

The proposal has no social or economical impact on the locality.

The dwelling will have minimal impact on the streetscape, given the quality of the design; the setback to the front wall of the dwelling and the proposed landscaping that will be done by the owners upon completion of the home.

The slab-on-ground construction will result in minimal disturbance to the natural slope of the land. Stormwater will be conveyed to the street which satisfies Council's requirements.

Suitability of the Dwelling

The size and character of our proposal is consistent with the dwellings in our locality and will set a standard for the design of future dwellings in the immediate vicinity. The proposal incorporates design characteristics (as previously mentioned) that will enhance the locality and uniform the surrounding developments.

Privacy, Views and Overshadowing

The attached plans indicate that we are constructing a single storey dwelling which will have minimal or no overshadowing concerns onto the neighbouring properties. The minimum requirement of 4hrs sunlight to their courtyard and living areas will be achieved.

Heritage

There is no indication that this property is affected by heritage.

Salinity affected

As per the section 149 certificate, the property is not Salinity affected but is Acid Sulphate affected.

Bushfire Prone Land

As per the section 149 certificate the property is not bushfire prone land .

Compliance with Development Standards

Pursuant to Section 79C (1) of the Environmental Planning & Assessment Act 1979 the following heads of consideration apply: -

(a) Relevant Planning Instruments

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The premise is situated in the area zoned R2 Low Density Residential under Newcastle LEP 2012. The construction of a dwelling is permissible in this zoning with Council consent.

Compliance with the DCP (for the Elderslie release Area) is summarised in the following table: - Compliance with the DCP is summarized in the following table: -

Issue	Council Min- Max Requirements	Proposed	Comment
Front Setback (m)	4.50m	5.00m	Complies
Side Setback (m)	0.90m	1.00m LHS & 3.82m RHS	Complies
Rear Setback (m)	2.00m	2.96m	Complies
Car Spaces	2 Accessible Spaces	Double garage	Complies
Building Envelope	4.5m high at bdry then 45deg.	Well inside envelope	Complies
Cut & Fill (maximum)	On Merits	325mm cut & 325mm fill	Complies
Stormwater Disposal	To rainwater tank with overflow to street or easement	To rainwater tank with overflow to the street	Complies
Landscaping	20% Minimum or 112.18m ²	49% or 273.19m ²	Complies
Height Limit	8.50m	5.42m approx.	Complies
Floor space ratio	60%	40.3%	Complies

Open space & landscaping

It is visible that the owners have a large area to enjoy and landscape to their liking once the dwelling is completed.

Erosion & Sediment control

Erosion and sediment measures will be in place prior to the commencement of construction by Masterton Homes. As indicated on the site plan there will be a stockpile to contain rubbish and a trade waste bin. The building area will be surrounded with a geo-textile fabric to prevent any sediment being washed onto the street and into the stormwater system.

Ecological Sustainable Development

The proposal demonstrates cross flow ventilation throughout the home. Wall insulation to the value of R 1.5 and ceiling insulation to the value of R 3.5 have been included in this design to warm the house in winter and cool the house in summer.

Roof area will be connected to a 3000 liter rainwater tank and water from the rainwater tank will be reused for the garden tap/s, toilets and the laundry. The overflow from the rainwater tank will be discharged to the street.

The proposal satisfies the requirements of the New South Wales BASIX policy and all targets relating to water, thermal comfort and energy targets will be achieved.

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Submissions

It is expected surrounding neighbours will be notified in accordance with Council's Notification Policy. Should objections be received it is hoped Council will enable mediation to occur in order to resolve any issues.

Conclusion

Councils DCP requirements and good planning principles have been incorporated in a design that best suits the site and surrounds, resulting in a high quality development that will enhance the locality.

Consideration has been given to matters listed in the LEP & DCP, concluding that the development warrants approval.

Yours Faithfully

Masterton Homes

Ph: 130044663



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SOIL & WATER MANAGEMENT PLAN

1. Construction Zone

It is considered that the development can be constructed without the creation of a Construction Zone along the road frontage of the site. The following construction Program gives details of the management of the site during the construction period.

2. Construction Program

(i) *Methods of access and degrees for construction vehicles*

Construction vehicles will enter and leave the site over an all weather surface consisting of coarse crushed stone or blue metal constructed within the front setback area opposite the existing footpath crossing.

Excavation machinery is to be unloaded and loaded upon this all weather surface. Concrete pumps and trucks will also utilise the all weather surface for their operations.

(ii) *The proposed method of loading and unloading of materials on the site*

Materials will be unloaded upon the all weather surface within the front setback by means of cranes and mounted on the back of delivery trucks or unloaded by hand. It is not envisaged that a mobile crane will be required during the construction process.

(iii) *Areas within the site to be used for storage of excavated material, construction material and waste containers*

Equal amounts of cut and fill are proposed during excavation therefore little excavated material is required to be removed from the site. Some stockpiling of topsoil removed from the building area may be stored during construction in the rear yard area of the development.

Construction material will be stored wholly on the site before use and not on the footpath reserve.

A number of Colex waste bins will also be used for waste material. These will be located close to the building within the front setback and regularly collected.

- (iv) *Methods of preventing excavated material being deposited on the road reserve*

Vehicles leaving the site will do so via the all weather surface and shakedown pit made of coarse crushed rock. Therefore any losses material will be left within the shakedown area and not deposited on the road reserve.

- (v) *Method of support for excavation*

Any excavated area requiring support will be taken by the owner using treated pine retaining structures. Typical detail of retaining walls is attached.

- (vi) *Location of shakedown pit*

3. Temporary Stormwater Disposal

All site stormwater during construction shall be disposed of according to the EPA's Management of Urban Stormwater for Construction Activities (refer to the Site Plan).

4. Sediment Control

Geotextile fabric shall be placed on the inside of site fencing to prevent sediment washing from the site into council's stormwater system.

5. Erosion / Dust Control

Where there is the potential of site erosion to produce excessive sediment runoff, suitable geotextile and haybale barriers shall be placed to alleviate the risk accordingly. Bare surfaces shall be kept moist in the event that council dust level regulations may be exceeded. Geotextile fabric located on the inside of fences shall also be utilised for dust control where necessary.

6. Stockpile Control

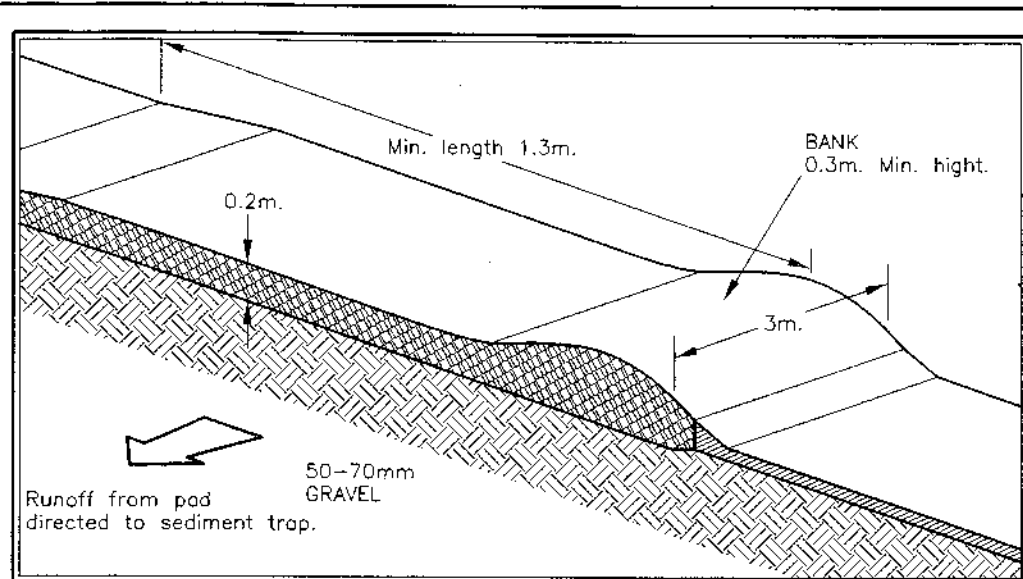
Stockpile areas shall be allocated within the site in advance to avoid stockpiling of materials on pavement, verge and road surfaces.

7. Rubbish Disposal

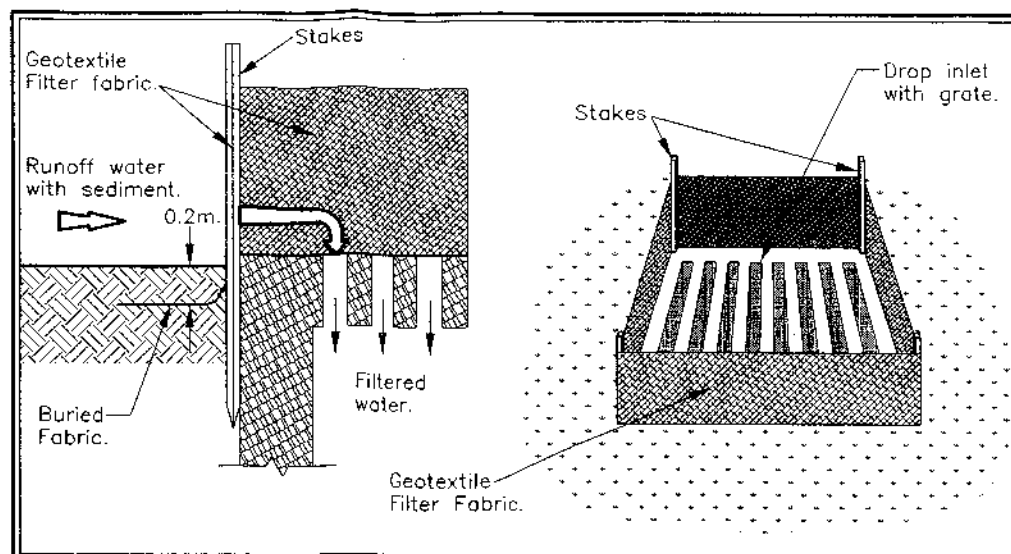
All rubbish shall be contained in the trade waste area nominated on Site Plan. Public property will be kept free of rubbish at all times.

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TEMPORARY CONSTRUCTION EXIT



GEOTEXTILE FILTER FABRIC DROP INLET SEDIMENT TRAP

TEMPORARY STORMWATER DISPOSAL

All site stormwater during construction shall be disposed of according to the EPA's Management of Urban Stormwater for Construction Activities (refer to the Site plan).

SEDIMENT CONTROL

Geotextile fabric shall be placed on the boundary of the site to prevent sediment washing from the site into council's stormwater system.

EROSION/DUST CONTROL

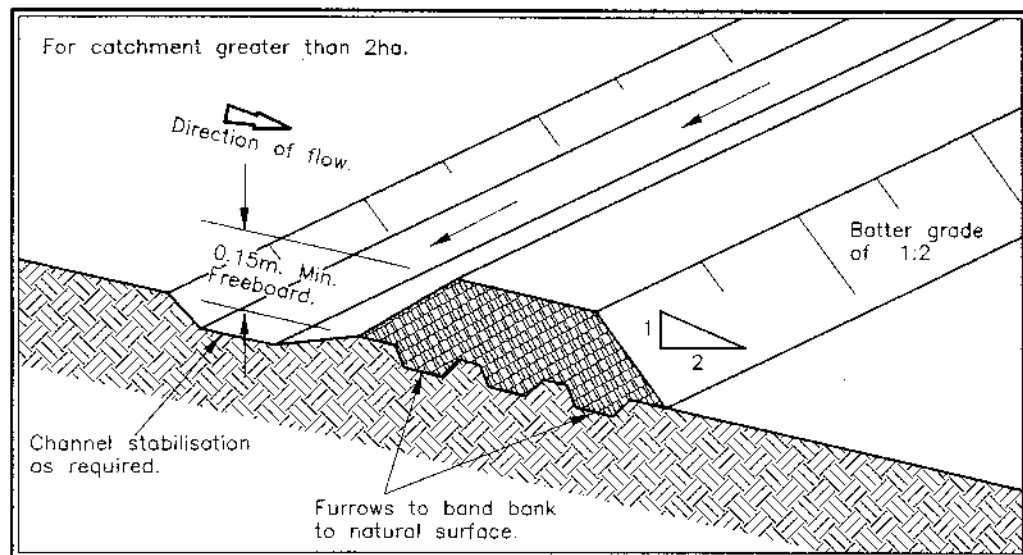
Where there is the potential of the site erosion to produce excessive sediment runoff, suitable geotextile and haybale barriers shall be placed to alleviate the risk accordingly. Bare surfaces shall be kept moist in the event that council dust level regulations may be exceeded. Geotextile fabric located on the inside of fences shall also be utilised for dust control where necessary.

STOCKPILE CONTROL

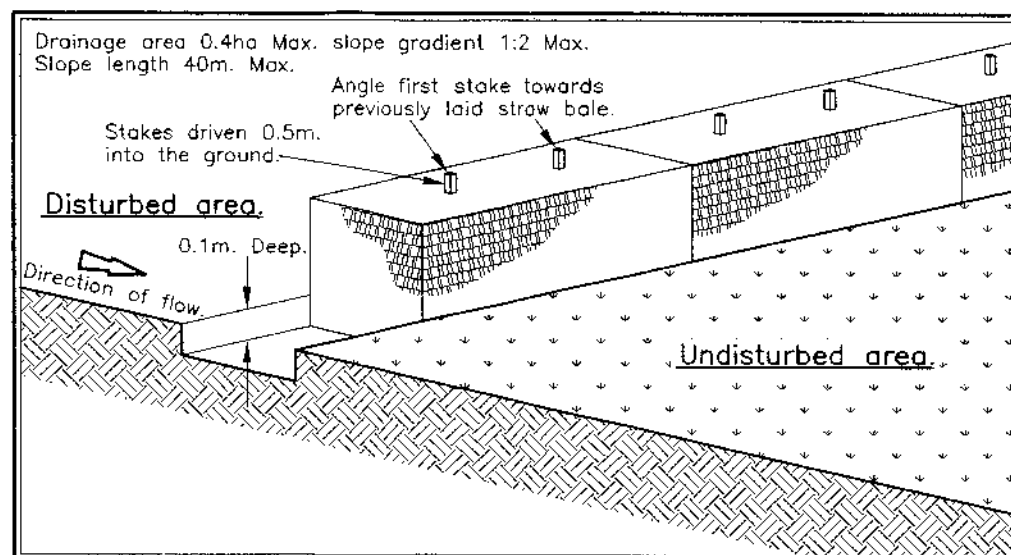
Stockpile areas shall allocated within the site in advances to avoid stockpiling of materials on pavement, verge and road surfaces.

RUBBISH DISPOSAL

All rubbish shall be contained in the trade waste area nominated on site plan. Public property will be kept free of rubbish at all times.

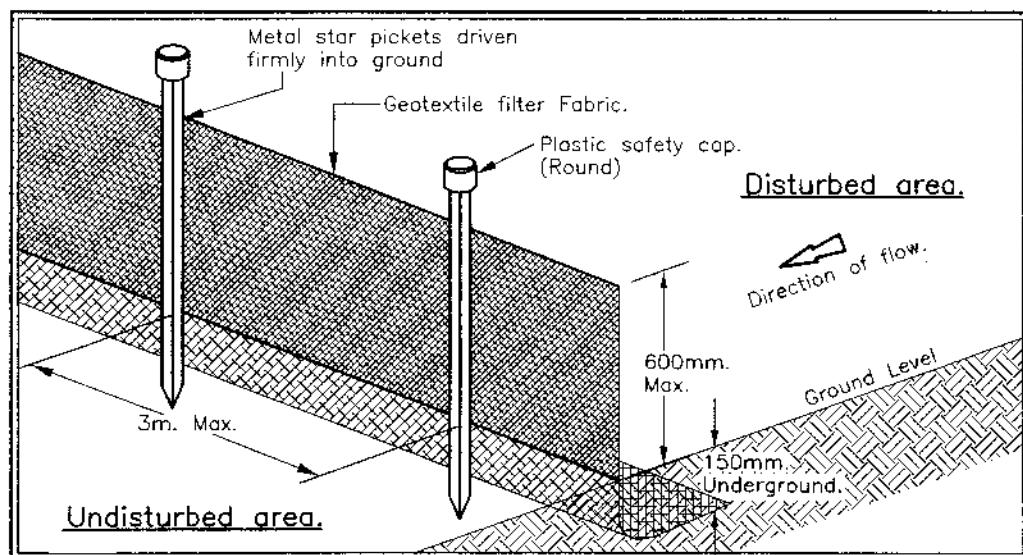


DIVERSION BANK AND CHANNEL



STRAW BALE SEDIMENT FILTER

xADOPTED SITE ENVIRONMENTAL MANAGEMENT PLAN
 xThe applicant, owner, builder, subcontractors, consultants and all others involved in the construction of the proposed residence are to be made fully aware of adopted site Environmental Management Plan applying to the land, referred to in the Section 88B instrument, and are to comply in all regards with the plan. A copy of the plan is to be retained on site for reference as required. This provision applies to all works associated with the construction of the dwelling, including landscaping works.



SEDIMENT FENCE

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 www.masterton.com.au

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Nationwide House Energy Rating Scheme* Certificate



Certificate number: **0002478477**

Certificate Date: **21 Feb 2018**

★ Star rating: **6.8**

BERS Pro v4.3.0.0 (3.13) cannot be used to model 'roof windows'. Roof windows are 'openable or fixed windows in a roof' and do not have a shaft, as distinct from skylights which incorporate a built-in shaft and are not ventilated. BERS Pro v4.3 can only model skylights. If a roof window is present on the floor plan then this certificate is not valid.

Assessor details

Accreditation number: **VIC/BDAV/12/1441**
Name: **Ian Fry**
Organisation: **Frys Energywise**
Email: **comply@frysenergywise.com.au**
Phone: **02 9899 2825**
Declaration of interest: **The Assessor has provided design advice to the Applicant**
Software: **BERS Pro v4.3.0.2b (3.13)**

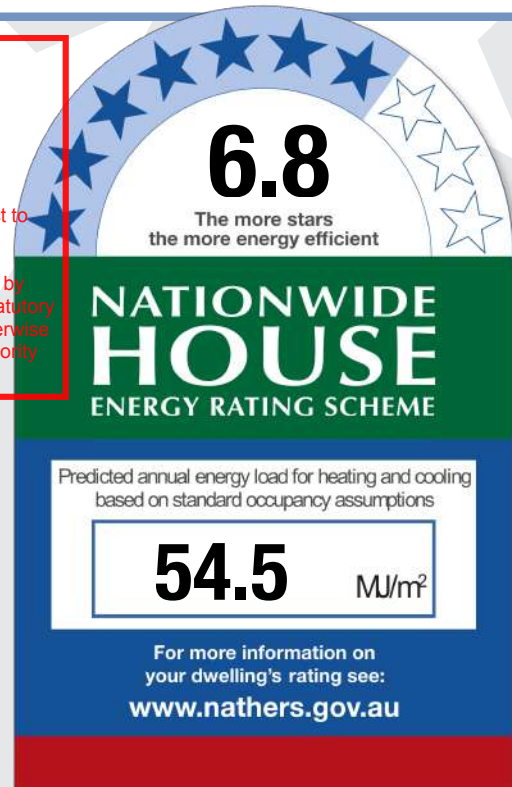
AAO: **BDAV**

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Overview

Dwelling details

Street: **14 Ashbury Street**
Suburb: **New Lambton**
State: **NSW** Postcode: **2305**
Type: **New Dwelling** NCC Class: **1A**
NatHERS climate zone: **15**
Lot/DP number: **64/229805** Exposure: **Suburban**

Key construction and insulation materials

(see following pages for details)

Construction: **Brick Veneer**
Roof Tiles
Waffle pod slab 225 mm
Insulation: **R1.5 wall insulation**
R4.1 ceiling insulation
No floor insulation
Glazing: **DOW-001-01 A AI Sliding Window SG 3Clr**

Net floor area (m²)

Conditioned: **162.0**
Unconditioned: **46.0**
Garage: **33.0**
TOTAL: **208.0**

Annual thermal performance loads (MJ/m²)

Heating: **29.7**
Cooling: **24.8**
TOTAL: **54.5**

Plan documents

Plan ref/date: **2013100**
Prepared by: **MAG**

Ceiling penetrations

(see following pages for details)

Sealed: **2**
Unsealed: **0**
TOTAL:** **2**

***NOTE: This total is the maximum number of ceiling penetrations allowed to a ceiling (under a roof) for this certificate. **If this number is exceeded in construction then this certificate IS NOT VALID and a new certificate is required.** Loss of ceiling insulation for the penetrations listed has been taken into account with the rating.

Principle downlight type: **Unknown**

Window selection - default windows only

Note on allowable window values: Only a 5% tolerance to the nominated SHGC window values shown on page 2 can be used with this rating.

Note: Only a +/- 5% SHGC tolerance is allowed with this rating.

NB: This tolerance ONLY applies to SHGC, the U-value can always be lower but not higher than the values stated on page 2.

If any of windows selected are outside the 5% tolerance then this certificate is no longer valid and the dwelling will need to be rerated to confirm compliance.

Scan to access this certificate online and confirm this is valid.



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★ Star rating:

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Building features

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Window type and performance value

Window ID	Window type	U-value	SHGC
DOW-001-01 A	DOW-001-01 A AI Sliding Window	6.4	0.75
DOW-006-01 A	DOW-006-01 A AI Sliding Door	6.2	0.71

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Window schedule

Location	Window ID	Window no.	Height (mm)	Width (mm)	Orientation	Outdoor shade
BED 1	DOW-001-01 A	n/a	857	2650	E	No Shading
BED 1	DOW-001-01 A	n/a	857	2650	N	No Shading
BED 1	DOW-001-01 A	n/a	1800	610	N	No Shading
ENSUITE	DOW-001-01 A	n/a	1800	850	W	No Shading
BED 3	DOW-001-01 A	n/a	857	2050	W	No Shading
BATH	DOW-001-01 A	n/a	600	1810	W	No Shading
BED 2	DOW-001-01 A	n/a	857	2050	W	No Shading
HOME THEATRE	DOW-001-01 A	n/a	600	2410	E	No Shading
STUDY BED 4	DOW-001-01 A	n/a	2057	2170	S	No Shading
FAMILY DINING	DOW-006-01 A	n/a	2100	3624	N	No Shading
FAMILY DINING	DOW-001-01 A	n/a	1800	2410	E	No Shading
FAMILY DINING	DOW-001-01 A	n/a	1800	2410	E	No Shading

Roof window and skylight type and performance value

ID	Window type	U-value	SHGC
None Present			

Roof window and skylight schedule

Location	ID	Roof window/skylight no.	Area (m ²)	Orientation	Outdoor shade	Indoor shade/diffuser
None Present						

External wall type

ID	Wall type	Insulation	Wall wrap or foil
EW-1	Brick Veneer	Bulk Insulation R1.5	No
EW-2	Cavity Brick	No insulation	No
EW-3	Brick Veneer	No insulation	No

External wall schedule

Location	ID	Width (mm)	Height (mm)	Orientation	Fixed Shade	Eaves (mm)
BED 1	EW-1	4095	2660	E	No	6900
BED 1	EW-1	3945	2660	W	No	600
BED 1	EW-1	5700	2660	N	No	600
ENSUITE	EW-1	1490	2660	W	No	600
BED 3	EW-1	3090	2660	W	No	600
BATH	EW-1	2290	2660	W	No	600
BED 2	EW-1	3040	2660	W	No	600

Nationwide House Energy Rating Scheme* Certificate

Certificate number: **0002478477**

Certificate Date:

21 Feb 2018

★ Star rating:

6.8



Building features continued

Room	EW	Area (m²)	Volume (m³)	Orientation	Insulation	Volume (m³)
ENTRY HALL	EW-1	1740	2660	S	No	1900
LAUNDRY	EW-1	1690	2660	E	No	600
HOME THEATRE	EW-1	3590	2660	E	No	600
STUDY BED 4	EW-1	2045	2660	E	No	600
STUDY BED 4	EW-1	700	2660	S	No	1900
STUDY BED 4	EW-1	1300	2660	E	No	600
STUDY BED 4	EW-1	3900	2660	S	No	600
STUDY BED 4	EW-1	1300	2660	W	No	2100
FAMILY DINING K	EW-1	6300	2660	N	No	4700
FAMILY DINING K	EW-1	8095	2660	E	No	600
GARAGE	EW-2	5645	2735	S	No	600
GARAGE	EW-3	5645	2735	W	No	600

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Internal wall type

Wall type	Area (m²)	Insulation	Wall wrap or foil
IW-1 - Cavity wall, direct fix plasterboard, single gap	151.0	No insulation	No
IW-2 - Cavity wall, direct fix plasterboard, single gap	34.0	Bulk Insulation, No Air Gap R1.5	No

Floors

Location	Construction	Area (m²)	Sub floor ventilation	Added insulation	Covering
BED 1	Waffle pod slab 225 mm 100mm	24.3	None	Waffle Pod 225mm	Carpet 10mm
ENSUITE	Waffle pod slab 225 mm 100mm	5.1	None	Waffle Pod 225mm	Ceramic Tiles 8mm
BED 3	Waffle pod slab 225 mm 100mm	13.0	None	Waffle Pod 225mm	Carpet 10mm
BATH	Waffle pod slab 225 mm 100mm	7.1	None	Waffle Pod 225mm	Ceramic Tiles 8mm
BED 2	Waffle pod slab 225 mm 100mm	13.8	None	Waffle Pod 225mm	Carpet 10mm
REAR HALL	Waffle pod slab 225 mm 100mm	2.2	None	Waffle Pod 225mm	Carpet 10mm
ENTRY HALL	Waffle pod slab 225 mm 100mm	13.3	None	Waffle Pod 225mm	Carpet 10mm
LAUNDRY	Waffle pod slab 225 mm 100mm	5.2	None	Waffle Pod 225mm	Ceramic Tiles 8mm
HOME THEATRE	Waffle pod slab 225 mm 100mm	16.0	None	Waffle Pod 225mm	Carpet 10mm
STUDY BED 4	Waffle pod slab 225 mm 100mm	14.2	None	Waffle Pod 225mm	Carpet 10mm
FAMILY DINING K	Waffle pod slab 225 mm 100mm	60.3	None	Waffle Pod 225mm	80/20 Carpet 10mm/Ceramic
GARAGE	Waffle pod slab 225 mm 100mm	33.3	None	Waffle Pod 225mm	Bare

Nationwide House Energy Rating Scheme* Certificate

Certificate number: **0002478477**

Certificate Date:

21 Feb 2018

★ Star rating:

6.8



Building features continued

Ceiling type

Location	Construction		Added insulation	Roof space above
BED 1	Plasterboard	<p style="text-align: center;">NEWCASTLE CITY COUNCIL</p> <p style="text-align: center;">This plan / document is referred to in Development Application No: DA2019/00723</p> <p style="text-align: center;">The application has been consented to subject to compliance with conditions of consent.</p> <p style="text-align: center;">Copyright: All documents have been reproduced by Council for the purposes of complying with its statutory obligations and may not be copied, used or otherwise reproduced in whole or in part without the authority of the copyright owner.</p>	Bulk Insulation R4.1	Yes
ENSUITE	Plasterboard		Bulk Insulation R4.1	Yes
BED 3	Plasterboard		Bulk Insulation R4.1	Yes
BATH	Plasterboard		Bulk Insulation R4.1	Yes
BED 2	Plasterboard		Bulk Insulation R4.1	Yes
REAR HALL	Plasterboard		Bulk Insulation R4.1	Yes
ENTRY HALL	Plasterboard		Bulk Insulation R4.1	Yes
LAUNDRY	Plasterboard		Bulk Insulation R4.1	Yes
HOME THEATRE	Plasterboard		Bulk Insulation R4.1	Yes
STUDY BED 4	Plasterboard		Bulk Insulation R4.1	Yes
FAMILY DINING K	Plasterboard		Bulk Insulation R4.1	Yes
GARAGE	Plasterboard		No insulation	Yes

Ceiling penetrations

Location	Number	Type	Diameter (mm)	Sealed/unsealed
ENSUITE	1	Exhaust Fans	300	Sealed
BATH	1	Exhaust Fans	300	Sealed

Ceiling fans

Location	Number	Diameter (mm)
None Present		

Roof type

Construction	Added insulation	Roof colour
Roof Tiles	Foil, Gap Above, Reflective Side Down, Anti-glare Up	Dark

Nationwide House Energy Rating Scheme* Certificate

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Additional information

Explanatory notes

About this report

Residential energy ratings address the quality of the building fabric i.e. walls, windows, floors and roof/ceilings. Ratings do not cover the energy or water efficiency of appliances including heating and cooling, hot water, dishwashers, ovens, fridges, TVs etc. or solar panel or water tank requirements. The efficiency or specification of these items is generally covered by other regulations, standards or guidelines.

General Information

A NatHERS House Energy Rating is a comprehensive, dynamic computer modelling evaluation of the floorplans, elevations and specifications to predict an energy load of a home. Not all of us use our homes in the same way, so ratings are generated using standard assumptions. This means homes can be compared across the country.

The actual energy consumption of your home may vary significantly from the predicted energy load figures in the report depending on issues such as the size of your household and your personal preferences, e.g. in terms of heating or cooling.

While the figures are an indicative guide to energy use, they can be used as a reliable guide for comparative purposes between different house designs and for demonstrating that the design meets the required regulatory compliance.

Homes that are energy efficient use less energy, are warmer in winter, cooler in summer and cost less to run. The higher the star rating the more energy efficient.

This NatHERS House Energy Rating report was carefully prepared by your assessor on the basis of comprehensive modelling using standard procedures to rate your home using the underlying engine developed by the Australian Commonwealth Scientific and Industrial Research Organisation (CSIRO).

All information relating to energy loads presented in this report is based on a range of standard assumptions in order to allow for comparisons with reports prepared for other homes and to demonstrate minimum regulatory compliance.

The standard assumptions include figures for occupancy, indoor air temperature and are based on a unique climate file for your region.

Accredited Assessors

To ensure you get a high-quality, professional NatHERS House Energy Rating report, you should always use an accredited assessor, accredited assessors are members of a professional body called an Assessor Accrediting Organisation (AAO).

AAOs have specific quality assurance processes in place and continuing professional development requirements to maintain a high and consistent standard of assessments across the country. Non-accredited assessors do not have this level of quality assurance or any on-going training requirements.

If you have any questions or concerns about this report, please direct them to your assessor in the first instance.

If your assessor is unable to address your questions or concerns, please contact their AAO listed under 'assessor details'. You can also find a range of information about accredited assessors on the AAO websites.

Disclaimer

The energy values quoted are for comparison purposes only; they are not a prediction of actual energy use. This rating only applies to the floor plan, construction details, orientation and climate as submitted and included in the attached drawing set that bears a stamp with the same number as this certificate. Changes to any of these details could affect the rating.

Contact

For more information on the Nationwide House Energy Rating Scheme (NatHERS), visit www.nathers.gov.au

For more information on energy efficient design and insulation visit www.yourhome.gov.au

Arborist Report

Client: Peta Cooper & Justin Harland

Address: 14 Astbury Street

New Lambton N.S.W 2305



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Bradley Magus

Valuation Solutions PTY LTD

Trading as *Abacus Tree Services*

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ACN: 108 515 859

P.O Box 333 Newcastle 2300

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Email: abacustrees@gmail.com

www.abacustreeservices.com

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1.0 *Executive Summary*

- It is recommended that Peta Cooper & Justin Harland embark on a management program for ten (10) trees (Trees 1 – 10) before commencement of the proposed building/constructions works as follows:

- It is recommended that Trees 1 – 4 & 7 (5 in total) be removed immediately (before commencement of building works) by a qualified arborist (minimum certificate 2 in arboriculture). It is recommended that professional indemnity and public liability insurances be current and sighted before commencement of works begin. The level of cover has to be one in agreement between Peta Cooper/Justin Harland and the arborist.

- It is recommended that Trees 5, 6 & 8 - 10 (5 in total) be retained and incorporated into the development. It is recommended that a minimum distance of 2 metres be set aside from the back boundary fence where no excavation or below ground works take place. This is to include no loss of SRZ/TPZ in this zone.

2.0 Arborist Details

<p>Bradley Magus</p> <p>Contact Details:</p> <p>P.O Box 333 Newcastle 2300 Ph: 0425 203 049</p> <p>Email: abacustrees@gmail.com or bradmagus1@bigpond.com Web: www.abacustreeservices.com</p>	<p>Qualifications</p> <ol style="list-style-type: none"> 1. Diploma Horticulture (1993) 2. Bachelor of Horticulture Science (1996) 3. Masters Land Economics (2002) 4. Diploma Horticulture (Arboriculture) (AQF 5) 2007 (Dux) 5. International Society of Arboriculture Certified Arborist (2007) 6. QTRA Assessor – 2011 & 2013
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2.1 Introduction

Abacus Tree Services was commissioned by Peta Cooper & Justin Harland to assist in the preparation of an arborist report. An assessment was made on ten (10) trees located within the confines of 14 Astbury Street, New Lambton (Trees 1 - 9) & 13 Durham Road, New Lambton (Tree 10). There is in total ten (10) trees located at 14 Astbury Street, New Lambton (Trees 1 - 9) & 13 Durham Road, New Lambton (Tree 10) that were assessed as per the applicant's instructions.

The purpose of this report is to provide information and guidance to the applicant in relation to ten (10) trees only. The information in this report is to be used in correlation with other reports identified by Newcastle City Council and will provide Newcastle City Council with a framework for determining the development application (D.A).

This report and its recommendations are based upon a physical site inspection undertaken on the 4 October 2019.

The photographs included in this report were taken at the time of the inspection on the 4 October 2019.

2.2 Aims of this report/Procedure

The aim of this report is to assess the health and condition of ten (10) trees (Trees 1-10). The condition of the trees was assessed from ground level using the VIA (Visual Tree Assessment) method as outlined by Mattheck & Breder (1999). The following criteria will be assessed within this report –

- An assessment of the dimensions (age, class, height and Diameter at Breast Height (D.B.H))
- An assessment of the health and condition of the trees;
- An assessment of the Useful Life Expectancy (U.L.E)
- Compilation of an appropriate report detailing the results of the above assessments
- Trees earmarked for retention to be assessed as per Australian Standards 4970-2009, Hazard Rating, Recommendations for each tree

The (U.L.E) method of tree assessment, as outlined by Jeremy Barrell (1999) has been adopted within this report. U.L.E categories give an indication of the useful life expectancy anticipated for the tree that has been adopted for this report. Several factors are considered in determining this rating such as species, location, age, condition and health of the tree. The five U.L.E categories are outlined in detail within Appendix 2.

3.0 Disclaimer

This assessment has been prepared for the exclusive use of the applicant (Peta Cooper & Justin Harland), for the preparation of a development application submission. Information in this report relates to ten (10) trees within the premises of 14 Astbury Street, New Lambton & 13 Durham Road, New Lambton (Tree 10) only and should not be used in conjunction with any other property.

This assessment was carried out from the ground, and covers what was reasonably able to be assessed and available to the assessor at the time of the inspection. The assessor carried out no aerial inspections. Information contained in this report covers only the trees that were examined and reflects the condition of the trees at the time of the inspection; furthermore the inspection was limited to a visual examination of the subject trees without dissection, excavation, probing or coring. Trees are living things and their condition will change over time. Therefore there is no guarantee that problems or deficiencies of the subject tree may not arise in the future.

3.1 Site Map

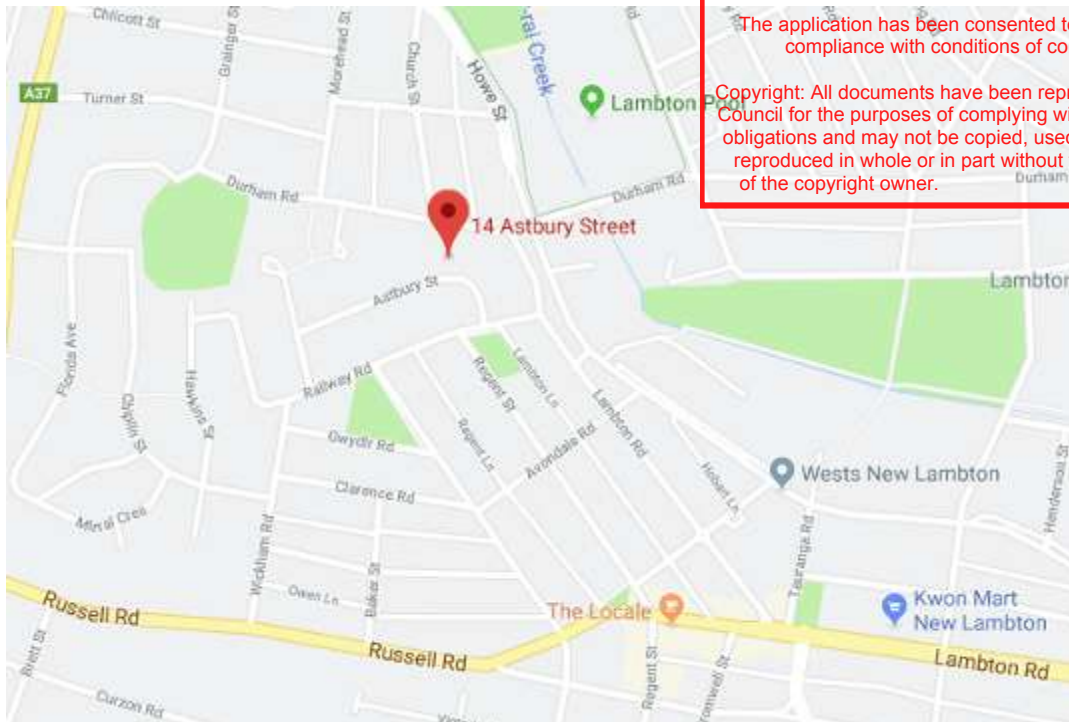


Figure 1

Location: All trees are located within 14 Astbury Street, New Lambton (Trees 1 - 9) & 13 Durham Road, New Lambton (Tree 10)

Source: www.googlemaps.com.au

3.2 Site Description

Trees 1 – 10 are located wholly within 14 Astbury Street, New Lambton (Trees 1 - 9) & 13 Durham Road, New Lambton (Tree 10). The site is located in the municipality of Newcastle City Council. The species on site have been assessed against the requirements set out in Newcastle City Council's Urban Forestry Technical Manual. The species on site have been assessed against the requirements set out in Newcastle City Council's Local Environmental Plan (2012) pursuant to Section 5.9 & 5.9AA (repealed) & Development Control Plan (2012) & associated Technical Manual (Urban Forestry Technical Manual – UFTM). Abacus Tree Services has assessed Part A (Private Trees), Part B (Public Trees) & Part C (Native Vegetation). All information is assessed per the requirements as set out within section 5.03 Tree Management. I have assessed the property against Schedule 5 (Environmental Heritage) within NCC LEP. The property is not listed in accordance with Part 1 (Heritage Items) and/or Part 2 (Heritage Conservation Area). The subject property has also been assessed against the SEPP Policy (Vegetation in Non-Rural-Areas) 2017. This property or council area is listed as being within Part 1 (Section 5) of the SEPP (Vegetation in Non-Rural-Areas) 2017.

The site is set on a flat block with the immediate area being dominated by residential houses. The nearest major arterial road is Russell Road. The trees are located within the subject property identified as 14 Astbury Street, New Lambton (Trees 1 - 9) & 13 Durham Road, New Lambton (Tree 10) within close proximity to the subject property & proposed development.



Figure 2 – Location of subject property identified as 14 Astbury Street, New Lambton.

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4.0 Tree Schedule

Species & dimension requirements on Page 9. This page intentionally left blank

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Tree No	Scientific Name	Common Name	DBH (MM)	Height (M)	AGE CLASS	Vigour	SPREAD N.E.S.W.	ULE	Comments
1	Howea forsteriana	Howea Palm	290	4	YM	G	2,1,2,1	2d	Symmetrical, LCR = 95 – 100%. Located in the front yard. Located 1.1 metres to the existing residential dwelling.
2	Archontophoenix cunninghamiana	Bangalow Palm	210	15	YM	G	2,2,2,2	2d	Symmetrical, LCR = 95 – 100%. Located in a row of three palms within the backyard.
3	Syagrus romanzoffianum	Cocos Palm	235	9	YM	G	2,3,3,3	2d	Symmetrical, LCR = 95 – 100%. Located in a row of three palms within the backyard.
4	Archontophoenix cunninghamiana	Bangalow Palm	215	11	YM	G	2,2,2,2	2d	Symmetrical, LCR = 95 – 100%. Located in a row of three palms within the backyard.
5	Cupressocyparis leylandii	Leighton Pine	MS	5.5	YM	G	3,2,2,2	2a	Symmetrical, LCR = 95 – 100%. Located 1.1 metres to the existing garage.
6	Cupressocyparis leylandii	Leighton Pine	MS	4	YM	G	2,2,2,1	2a	Symmetrical, LCR = 95 – 100%.
7	Jacaranda mimosifolia	Jacaranda	MS	7	YM	G	4,3,3,2	2a	Topped previously at 2 metres above ground level, Partially dormant. Symmetrical, LCR = 70 – 75%.
8	Cupressocyparis leylandii	Leighton Pine	MS	4.5	YM	G	2,2,2,1	2a	Symmetrical, LCR = 95 – 100%. Crown raised to 1.5 metres above ground level.
9	Mangifera indica	Mango Tree	315	4	YM	G	3,1,4,3	2d	Symmetrical, LCR = 95 – 100%. Located in the back yard towards the side boundary
10	Mangifera indica	Mango Tree	130,170,180	4.5	YM	G	3,2,2,3	2d	Neighbours Tree located in the backyard. Symmetrical, LCR = 95 – 100%.

Key:

Age class: Young = Y, Semi mature = SM, Mature = M, YM = Young Mature, Over mature = OM

DBH = Diameter at Breast Height LCR = Live Crown Ratio

Vigour = Excellent = E, Good = G, Fair = f, Poor = P

LDW = large deadwood over 40mm, MDW = Minor deadwood less than 40mm

N= north, E = east, W = west, S = south MS = multiple Stems

ULE = Useful Life Expectancy (See appendix 2 for guidelines)

MS = Multiple Stems

NCC = Newcastle City Council UFTM + Urban Forestry Technical Manual

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4.1 *Trees & Impact on Development*

Trees are living organisms and their root systems play an integral role in stability and providing nutrient storage as well as water uptake. The majority of tree roots for Dicotyledons occur within the first metre of the soil. Therefore construction works can have a profound effect on their health and longevity as well as their structural stability. Tree distances from excavation works must be taken into consideration at the planning stage to ensure that the tree is not damaged.

There are several main factors that occur at the construction phase that can have a negative impact on the trees health and stability. These practices can include but are not limited to –

- Parking of vehicles and heavy machinery within the drip line of the tree.
- Stockpiling of materials within the drip line of the tree.
- Excavating within the drip line and damaging the structural root system.
- Raising soil levels in and around the base of the tree therefore reducing the trees ability for gaseous exchange.
- Damage to the tree due to heavy machinery and equipment resulting in large bark tears or loss of branches and scaffolds.

To reduce the effects of construction it is imperative to provide an area underneath the tree where no works are undertaken. The area where supervised works are undertaken is referred to as the structural root zone (SRZ). The S.R.Z is an area where no to minimal activities listed above should occur. All trees require a S.R.Z and will vary from species to species but for the purposes of this report the Australian Standards 4970 has now been adopted.

In conclusion the Australian Standards like similar methods for protecting trees is only a guide. To ensure the health and longevity of trees within construction sites it is imperative to provide a large protection zone taking into consideration that the tree will also grow over time. The greater area that can be put aside where no works occur will aid in the preservation of the tree. The activities listed above should be kept to a minimum and encroachment within the SRZ will require the supervision by a qualified AQF 5 arborist. These impacts will be taken into consideration in the discussion & recommendations section of this report.

5.0 Discussion & Compliance to Australian Standards 4970 – 2009, 4373 – 2007 & Rural Fire Service (RFS) 10:50 Code

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Abacus Tree Services has been approached by Masterton Homes on behalf of their client (Peta Cooper & Justin Harland) to undertake an arborist (assessment) report on trees that come under the requirements of Newcastle City Council Urban Forestry Technical Manual (NCCUFTM) & trees that will be affected by the proposed development. There are ten (10) trees that have been assessed within the subject property identified as 14 Astbury Street, New Lambton (Trees 1 - 9) & 13 Durham Road, New Lambton (Tree 10). Tree 1 is located within the front yard and Trees 2 - 9 are located within the backyard of the subject property. Tree 10 is located in the backyard of 13 Durham Road, New Lambton. The applicant proposes to construct a new residential dwelling within the subject property identified as 14 Astbury Street, New Lambton. (Appendix 1).

Abacus Tree Services has relied upon the sketch drawings provided by Masterton Homes (DA2019/00723) to formulate distances and setbacks in accordance with Australian Standards 4970 – 2009. I have relied upon this information to be true and accurate. Any changes to the sketching and drawings will require the calculations to be reassessed in accordance with Australian Standards 4970 – 2009.

The table below represents the S.R.Z (Structural Root Zone) and TPZ (Tree Protection Zone) figures based on Australian Standards 4970 - 2009.

Tree No	SRZ (metres)	TPZ (metres)
1	2.32	3.48
2	2.05	2.52
3	1.94	4.00
4	1.97	3.00
5	2.39	7.20
6	2.26	5.52
7	2.61	5.28
8	2.01	4.80
9	2.41	3.78
10	2.00	3.36

All trees require a S.R.Z and a T.P.Z with Australian Standards 4970- 2009 being used as a guideline. Tree 1 has been given an SRZ and TPZ of 2.32 & 3.48 metres in accordance with Australian Standards 4970 - 2009. Tree 1 is a small palm tree that is located 1.1 metres to the existing dwelling. NCC UFTM (Section 3.3) highlights that trees with 3 metres of the wall of an existing principal building (excluding garages) on the land where is situated or on adjacent privately owned land is considered exempt development. This species can therefore be removed as exempt development on the proviso that it meets all other council requirements. This species requires removal as it is in the proposed building footprint. This species will require removal before commencement of building works on site.



Figure 3 – showing the location of Tree 1 in relation to the existing residential dwelling

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Tree 2 has been given an SRZ and TPZ of 2.05 & 3.48 metres in accordance with Australian Standards 4970 - 2009. Tree 2 is located in the backyard of the subject property as identified in Figure 4. This species has been previously planted along with the other two palms on the subject property. Tree 2 will be located inside the proposed building footprint. Tree 2 will be located inside the proposed alfresco area. In order for the development to proceed in its current format will require the removal of Tree 2. Tree 2 has been earmarked for removal before commencement of building works on site.



Figure 4 – showing the location of Trees 2 – 4 in the backyard of the subject property. Trees 2 & 3 are located inside the proposed building footprint and will require removal.

Tree 3 has been given an SRZ and TPZ of 1.94 & 4.00 metres in accordance with Australian Standards 4970 - 2009. Tree 3 is located inside the proposed building footprint. Tree 3 will be located inside the proposed alfresco area. In order for the development to proceed in its current format will require the removal of Tree 3. Tree 3 has been earmarked for removal before commencement of building works on site. Tree 3 is listed as an undesirable species in accordance with Table 7 of NCC UFTM. This species is an environmental weed species that has a prolific seedbank.

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Figure 5 – showing the location of Trees 2 – 4 in the backyard of the subject property. The canopy areas as shown highlight Tree 3 as an undesirable species. This is highlighted in NCC UFTM (Table 7).

Tree 4 has been given an SRZ and TPZ of 1.97 & 3.00 metres in accordance with Australian Standards 4970 - 2009. Tree 4 is located just outside of the proposed alfresco area. Tree 4 is located 0.9 metres to the proposed development. Australian Standards 4970 – 2009 highlights that the TPZ radius is taken from the centre of the stem. This leaves a total separation of 1.045 metres to the proposed development. Australian Standards 4970 – 2009 highlights that the TPZ requirement of a monocotyledon is taken 1 metre outside of the crown projection (minimum). The overall TPZ area associated with Tree 4 has been calculated at 28.27m². The loss of TPZ associated with the development has been calculated at 28.28%. The loss of TPZ doesn't comply with AS 4970 – 2009. There is the potential for severe loss of SRZ on one side of the tree due to the development and associated earthworks. In order for the development to proceed in its current format will require the removal of Tree 4. This species will require removal before commencement of building works on site.

Tree 5 has been given an SRZ and TPZ of 2.39 & 6.18 metres in accordance with Australian Standards 4970 - 2009. Tree 5 is located along the back boundary fence as indicated in Figure 6. Tree 5 is located 1.1 metres to the existing garage as indicated in Figure 6. This species is not considered exempt due to the garage being detached from the primary residence. This species is located 3.9 metres to the proposed development. Australian Standards 4970 – 2009 highlights that the TPZ radius is taken from the centre of the stem. This leaves a total separation of 4.13 metres to the proposed development. The overall loss associated with the development has been calculated at 10.88%. This figure sits just above the 10% threshold however there will be no incursion into the SRZ to all four quadrants. The loss of 10.88% can readily be compensated in the neighbour’s backyard. This species could be retained and incorporated into the development on the proviso that the existing soil levels between the trunk and the proposed development remain intact.

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Figure 6 – showing the location of Tree 5 in the backyard of the subject property. Tree 5 could be retained and incorporated into the development.

Tree 6 has been given an SRZ and TPZ of 2.26 & 5.52 metres in accordance with Australian Standards 4970 - 2009. Tree 6 is located 3.2 metres to the wall of the proposed development. Australian Standards 4970 – 2009 highlights that the TPZ radius is taken from the centre of the stem. This leaves a total separation of 3.40 metres to the proposed residence. The overall loss of TPZ has been calculated at 13.43% that can be compensated for on three other quadrants including a large amount of area set aside in the neighbour’s backyard. This figure sits just above the 10% threshold however there will be no incursion into the SRZ to all four quadrants. The loss of 13.43% can readily be compensated on three other quadrants. This species could be retained and incorporated into the development on the proviso that the existing soil levels between the trunk and the proposed development remain intact.



Figure 7 – showing the location of Trees 6 & 7 in the backyard of the subject property. Tree 6 has the potential to be retained and incorporated into the development.

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 Client: Peta Cooper & Justin Harland
 Date: 8 October 2019

Tree 7 has been given an SRZ and TPZ of 2.61 & 5.28 metres in accordance with Australian Standards 4970 - 2009. Tree 7 is a young mature species that has the potential for extensive future growth. This species is identified as a species that have extensive root plates that extend far beyond the drip line of the tree. This species will be located 1.4 metres to the proposed development. Australian Standards 4970 – 2009 highlights that the TPZ radius is taken from the centre of the stem. This leaves a total separation of 1.62 metres to the proposed development. The overall loss of TPZ has been calculated at 20.9%. The overall loss of TPZ doesn't comply with AS 4970 – 2009. This species would also require major pruning works due to the canopy being so close to the proposed development. Due to the incursion into the SRZ and loss of TPZ it would be beneficial to remove the tree before commencement of building works on site.



Figure 8 – showing the location of Trees 7 & 8 in the backyard of the subject property.

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Tree 8 has been given an SRZ and TPZ of 2.01 & 4.80 metres in accordance with Australian Standards 4970 - 2009. Tree 8 is the last tree along the boundary fence as indicated in Figure 8. This type of species have a smaller root plate than that of Tree 7 (Jacaranda mimosifolia). Tree 8 is located 2.8 metres to the proposed development. Australian Standards 4970 – 2009 highlights that the TPZ radius is taken from the centre of the stem. This leaves a total separation of 2.95 metres to the proposed development. The development is outside of the SRZ to all four quadrants. The overall loss of TPZ associated with the development has been calculated at 6.8%. The overall loss of TPZ complies with AS 4970 – 2009. The overall loss of TPZ can be compensated for on three other quadrants.

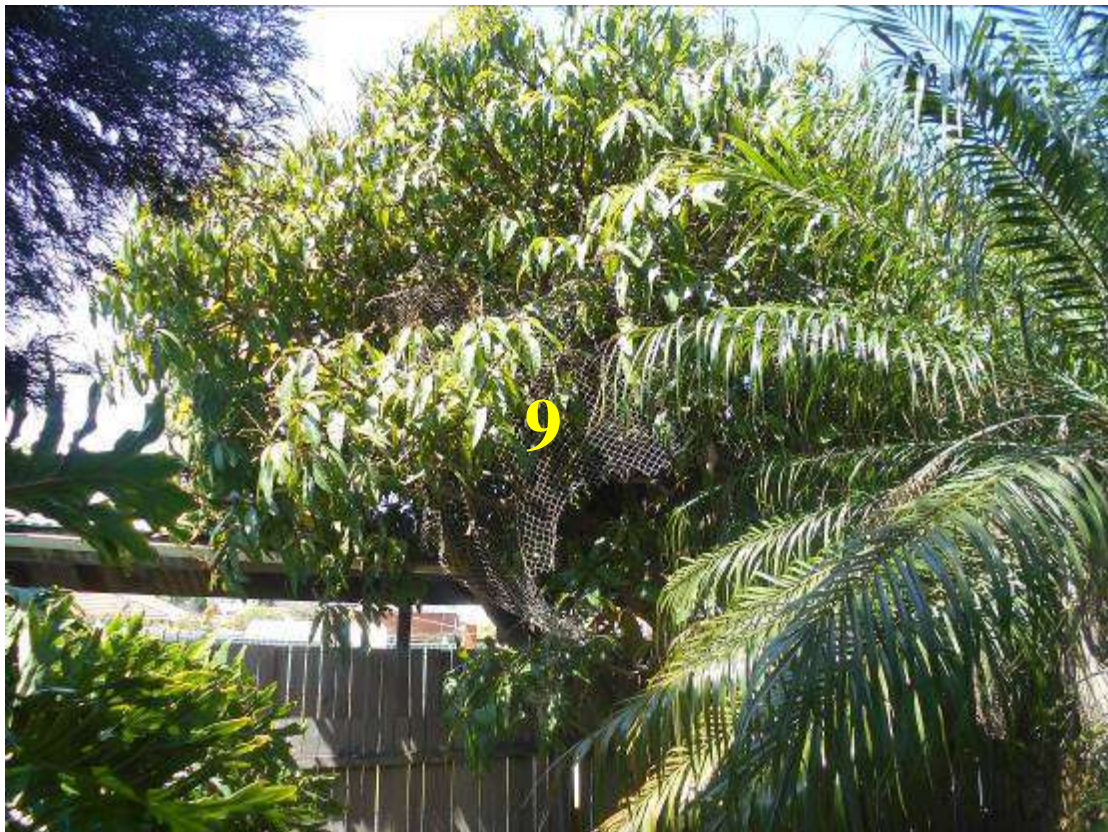


Figure 9 – showing the location of Tree 9 in the backyard of the subject property. This species is outside of the scope of works and can be retained and incorporated into the development.

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Tree 9 has been given an SRZ and TPZ of 2.41 & 3.78 metres in accordance with Australian Standards 4970 - 2009. Tree 9 is a Mango Tree that is located along the side boundary fence inside the subject property. This species will be located outside of the proposed development. There will be no loss of TPZ associated with the development. This species can be retained and incorporated into the development on the proviso that the existing soil levels remain intact within the TPZ. If this can be achieved then the tree can be retained and incorporated into the development.



Figure 10 – showing the location of Tree 10 in the backyard of the neighbours' property. This species has the potential to be retained and incorporated into the development.

Tree 10 has been given an SRZ and TPZ of 2.00 & 3.36 metres in accordance with Australian Standards 4970 - 2009. Tree 10 is located an estimated 1.3 metres to the boundary fence as indicated in Figure 11. This species is located a minimum of 5 metres to the proposed development and therefore can be retained with no loss of TPZ. There is an estimated 1 metre of canopy overhanging the boundary fence line. The development will not impede on the canopy and therefore will comply with AS 4373 – 2007. This species can be retained and incorporated into the development on the proviso that the existing soil levels remain intact for the first 2 metres from the back boundary fence.



Figure 11 – showing the location of Tree 10 that is estimated at 1.3 metres to the boundary fence. This species is outside the scope of works and can be retained and incorporated into the development.

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5.2 Tree Retention Values

Tree retention and values are part of the process when evaluating trees within NCC. The significance and the assessment criteria are to be assessed within the 7 step criteria set out within Urban Forestry Technical Manual. Section 4.3 of the UFTM also highlights the guide to compensatory planting on development sites. This section also looks at the total area of crown projection to be removed and the formula used to determine the canopy area. Trees of moderate to high retention value if earmarked for removal on private land will require compensatory replanting in accordance with Section 4.1 of the UFTM.

Trees with very low to low retention values have not been considered for replacement as this reflects the comments as outlined in Section 4.0 of the UFTM. Section 4.0 of the UFTM highlights that where it is not feasible to retain a tree of moderate or high value on private land, compensatory planting will be required. A guide to compensatory planting range for trees of moderate or high value is provided in accordance with Table 2 of the UFTM.

Tree retention and values are part of the process when evaluating trees within NCC. The significance and the assessment criteria are to be assessed within the 7 step criteria set out within Urban Forestry Technical Manual. Tree 3 (1 in total) has a very low retention value & Trees 6 & 8 (2 in total) have a low retention value in accordance with the criteria assessed and modelled within the matrix. Trees 6 & 8 have a canopy area less than 40m² and therefore have a landscape significance rating of 5. Trees 2, 4, 5, 7, 9 & 10 (6 in total) have been given a moderate retention value in accordance with the criteria assessed and modelled within the matrix. Trees 5 & 9 can be retained and therefore require no compensatory replanting. Trees 2, 4 & 7 will require compensatory replanting in accordance with NCC UFTM. It is recommended that smaller species be planted due to the size of the block and shown on the landscape concept plan to fulfil the requirements of the UFTM (Section 4.3). In accordance with the UFTM a standard tree has been outlined as being 45 litre pot size and a minimum crown projection at maturity of 20m². The applicant will require three replacement plantings to compensate for the loss of Trees 2, 4 & 7.

Tree Retention Value – As per 7 step criteria (Urban Forestry Policy)

Tree	ULE	Landscape Significance	Retention Value
3	2d	7	VL
6 & 8	2a	5	L
2,4,5,7,9 & 10	2a, 2d	4	M

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 Client: Peta Cooper & Justin Harland
 Date: 8 October 2019

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6.0 Conclusions

- Abacus Tree Services has been approached by Masterton Homes on behalf of their client (Peta Cooper & Justin Harland) to undertake an arborist (assessment) report on trees that come under the requirements of Newcastle City Council Urban Forestry Technical Manual (NCCUFTM) & trees that will be affected by the proposed development. There are ten (10) trees that have been assessed within the subject property identified as 14 Astbury Street, New Lambton (Trees 1 - 9) & 13 Durham Road, New Lambton (Tree 10). Tree 1 is located within the front yard and Trees 2 - 9 are located within the backyard of the subject property. Tree 10 is located in the backyard of 13 Durham Road, New Lambton. The applicant proposes to erect/construct a new residential dwelling within the subject property identified as 14 Astbury Street, New Lambton. (Appendix 1). Trees 1 - 10 have been assessed in accordance with Australian Standards 4970 – 2009.
- Trees 1 – 10 are located wholly within 14 Astbury Street, New Lambton (Trees 1 - 9) & 13 Durham Road, New Lambton (Tree 10). The site is located in the municipality of Newcastle City Council. The species on site have been assessed against the requirements set out in Newcastle City Council's Tree Preservation Order. The species on site have been assessed against the requirements set out in Newcastle City Council's Local Environmental Plan (2012) pursuant to Section 5.9 & 5.9AA (repealed) & Development Control Plan (2012) & associated Technical Manual (Urban Forestry Technical Manual – UFTM). Abacus Tree Services has assessed Part A (Private Trees), Part B (Public Trees) & Part C (Native Vegetation). All information is assessed per the requirements as set out within section 5.03 Tree Management. I have assessed the property against Schedule 5 (Environmental Heritage) within NCC LEP. The property is not listed in accordance with Part 1 (Heritage Items) and/or Part 2 (Heritage Conservation Area).
- The subject property identified as 14 Astbury Street, New Lambton is not located in a Rural Fire Service (RFS) 10:50 area. Therefore all trees have been assessed in accordance with council requirements with no exemptions under RFS 10:50 legislation. The search was undertaken on the 8 October 2019. Rules and regulations in relation to the RFS 10:50 can change and it is therefore up to the applicant to ensure they comply with the 10:50 code and any updates that may occur.

- In accordance with State Environmental Planning Policy (SEPP) 2008 indicates that exemptions apply to new residential developments greater than 200m². Trees within the subject property that are less than 6 metres in height have the potential to be removed without council consent provided they meet all of council requirements. Section 3A (Part C) indicates that a separate permit is not required under SEPP 2008 on the proviso that the tree or vegetation has a height that is less than 8 metres for a new dwelling or 6 metres for any other development. The species is not threatened and/or is not on councils significant tree register. The height requirements only applies to new developments such as the one that is taking place at the subject property. This has the potential to include Trees 1 & 5 – 9 as exempt development in accordance with the SEPP 2008 Code. Tree 10 does meet the height requirements however is located on the adjoining property and therefore will require retention. Tree 1 is also exempt in accordance with Section 3.3 of NCC UFTM.
- Protection fencing for Tree 10 (1 in total) has not been considered as it is on an adjoining property. The boundary fence will act as a barrier and will minimise damage to these tree. If the applicant intends to retain Trees 5, 6, 8 & 9 will need protection fencing in accordance with Australian Standards 4970 – 2009. Protection fencing has also been considered in accordance with the UFTM (Part A – Section 4.5 & Section 7.0). Protection fencing will be outlined in Section 7.0 of the report.
- All trees that are within 5 metres of the development have been assessed within the subject property and/or adjoining properties. There are several other shrub species on site however these are less than 5 metres in height and therefore can be removed as exempt development.
- In order for the development to proceed will require the removal of Trees 1 – 4 & 7. All other species on site have the potential to be retained and incorporated into the development. If the TPZ requirements cannot be achieved as suggested than Trees 5 – 9 will require removal. It is noted that if these trees require removal than this can be undertaken in accordance with the exemptions as set out within the SEPP 2008 Code.

7.0 Recommendations

- It is recommended that Peta Cooper & Justin Harland embark on a management program for ten (10) trees (Trees 1 – 10) before commencement of the proposed building/constructions works as follows:
- It is recommended that Trees 1 – 4 & 7 (5 in total) be removed immediately (before commencement of building works) by a qualified arborist (minimum certificate 2 in arboriculture). It is recommended that professional indemnity and public liability insurances be current and sighted before commencement of works begin. The level of cover has to be one in agreement between Peta Cooper/Justin Harland and the arborist.
- It is recommended that Trees 5, 6 & 8 - 10 (5 in total) be retained and incorporated into the development. It is recommended that a minimum distance of 2 metres be set aside from the back boundary fence where no excavation or below ground works take place. This is to include no loss of SRZ/TPZ in this zone. Tree 9 will require a minimum area set aside of 3 metres in all four quadrants where no excavation or below ground works take place.
- It is recommended that all debris and waste on site that is located within the TPZ of retained trees be removed by non-mechanised methods being wheel barrow and shovel and/or similar method. All other areas outside of the TPZ could be utilised with machinery.
- It is recommended that protection measures be put in place that aid in the preservation of Trees 5, 6 & 8 - 10 (5 in total). It is recommended that 1.8 metre inter locking chain wire fencing be installed before commencement of building works on site as indicated in Figure 12. Protection fencing is to be installed two metres from the back boundary fence and continue to each side boundary. This will protect Trees 5, 6 & 8 – 10 and the canopy of Tree 10. Protection fencing is to be installed before commencement of building works and/or any excavation works and remain in place until the release of the occupation certificate
- It is recommended that all civil contractors that enter the site are made aware of the importance of preserving Trees 5, 6 & 8 – 10 X and understand the tree protection measures that are put in place to preserve Trees 5, 6 & 8 – 10.
- All stockpile sites to be maintained a minimum 3 metres away from the trunk of Trees 5, 6 & 8 – 10 and all other trees that come under the requirements of NCC UFTM.

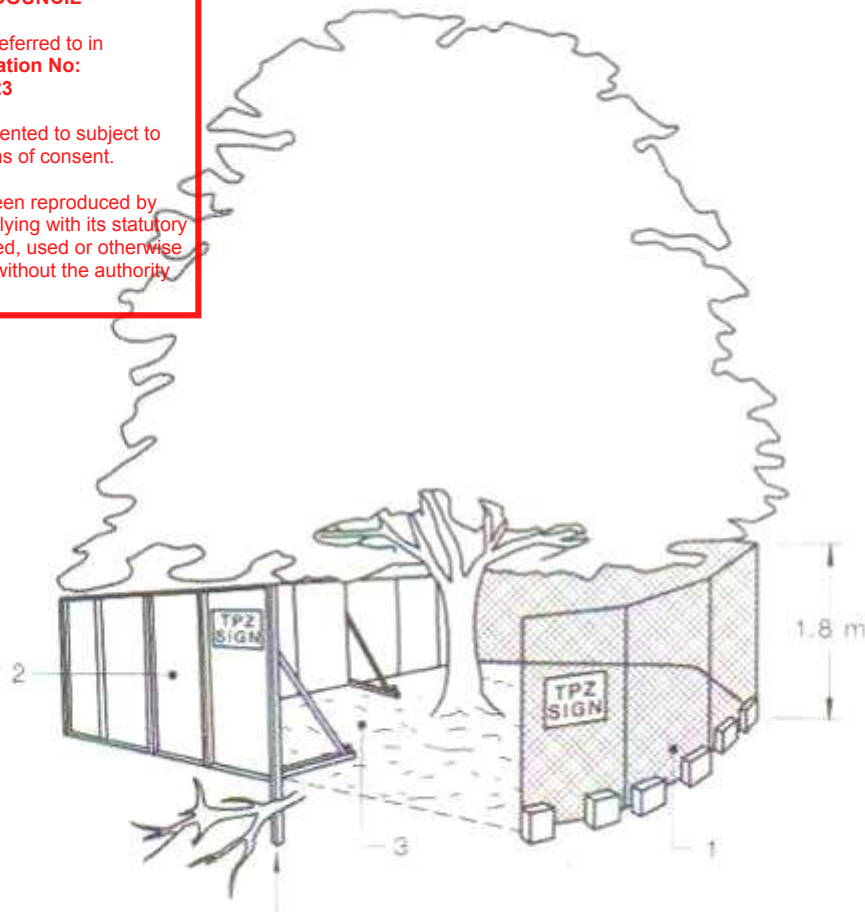
- It is recommended that all parking of vehicles be kept a minimum three (3) metres from retained trees during construction works.
- This report is not for publication to the internet and submission of this report in the submission phase set out by Council is to be taken down upon completion of the development application.

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- Figure 12 – showing the proposed fencing that is to be put in place before the commencement of building works on site (Trees 5, 6, 8 & 9 only).
 Source: Australian Standards 4970 - 2009

Bradley Magus (Member ISAAC & LGTRA)
 Consulting Arborist/Certified Arborist (ISAAC 2007)
 Diploma in Horticulture (Arboriculture) (AQF 5) (Dux)
 Bachelor of Horticulture Science

8.0 References

AS4373-2007 Pruning of Amenity Trees. Standards Australia

AS 4970 – 2009 Protection of trees on development sites

Clark R.J & Matheny N (1998) Trees & Development – A technical guide to Preservation of trees during land development: International Society of Arboriculture

Mattheck C., Breloer, (1999) The Body Language of Trees – a handbook for failure analysis 5th ed., London: The Stationery Office, U.K

Internet Sites

www.googlemaps.com.au

www.rfs.nsw.gov.au

www.ncc.nsw.gov.au

www.olg.nsw.gov.au

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9.0 APPENDIX 1 Site Maps



Figure 13 - Close up of the subject property and canopy area of Trees 1 - 10. Not to scale

Source: Masterton Homes

APPENDIX 2 U.L.E (Useful Life Expectancy) Categories and Subgroups

Useful Life Expectancy – Classification

1. Long ULE > 40 Years

- a. Structurally sound and can accommodate future growth
- b. Long term potential with minor remedial treatment
- c. Trees of special significance which warrant extra care

2. Medium ULE of 15-40years

- a. Will live between 15 – 40 years
- b. Will live for more than 40 years but would be removed for safety or other reasons
- c. May live for more than 40 years but will interfere with more suitable specimens and need removal eventually
- d. More suitable for retention in the medium term with some remedial care

3. Short ULE of 5-15 years

- a. Trees that may only live between 5 – 15 more years
- b. May live for more than 15 years but would need removal for safety or other reasons
- c. Will live for more than 15 years but will interfere with more suitable specimens or provide space for replacement plantings
- d. Require substantial remedial care but are only suitable for short term retention

4. Remove tree within 5 years

- a. Dead, dying or seriously diseased
- b. Dangerous trees through instability or loss of adjacent trees
- c. Structural defects such as cavities
- d. Damaged that are clearly not safe to retain
- e. May live for more than 5 years but will need replacement to prevent interference or make space for more suitable trees
- f. May or are causing damage to structures
- g. That will become dangerous

5 Trees suitable to transplant

- a. Small trees can be reliably moved or replaced
- b. Young trees between 5 – 15 years
- c. Trees that have been regularly pruned to control growth

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APPENDIX 3

Notes on Tree Assessment

Key	Criteria	Comments
Tree no		
Species	Relates to the ten on the site plan	
Remnant /planted Self Sown	May be coded – See Key for details	
Special Significance	A – Aboriginal C- Commemorative Ha- Habitat Hi- Historic M- Memorial R- Rare U- Unique form O- Other	May require specialist knowledge
Age Class	Y- Young- Recently Planted S-Semi mature (<20% of life expectancy) M- Mature (20-80% of life expectancy) O- Over mature (>80% of life expectancy)	
Height	In Metres	
Spread	Average diameter of canopy in metres	
Crown Condition	Overall vigour and vitality 0 – Dead 1 – Severe decline (<20% canopy, major deadwood 2 – Declining 20-60% canopy density, twig dieback 3- Average/low vigour (60-90% canopy density, twig dieback) 4- Good (90-100% crown cover, little or no dieback or other problems) 5- Excellent (100% crown cover, no deadwood or other problems	
Failure Potential	Identifies the most likely failure and rates the likelihood that the structural defects will result in failure within the inspection period. 1- Low – Defects are minor (eg dieback of twigs, small wounds with good wound development) 2 – Medium – Defects are present and obvious egg Cavity encompassing 10-25% of the circumference of the trunk) 3 High- Numerous and/or significant defects present (eg cavity encompassing 30-50% of the circumference of the trunk, major bark inclusions) 4- Severe- Defects are very severe (eg fruiting	Requires specialist knowledge

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	bodies, cavity encompassing more than 50% of the trunk)	
Size of defective part	Rates the size of the part most likely to fail. The larger the part that fails the greater the potential for damage. 1- Most likely failure less than 150mm in diameter 2- Most likely failure 150-450mm in diameter 3- Most likely failure 450-750mm in diameter 4- Most likely failure more than 750mm in diameter	
Target rating	Rates the use and occupancy that would be struck by the defective part: 1. Occasional use (jogging, cycle track 2. Intermittent use (e.g picnic area, day use parking 3. Frequent use, secondary structure (eg seasonal camping, storage facilities) 4. Constant use structures (year round use for a ten of hours each day, residences)	
Hazard rating	Failure potential + size of part + target rating Add each of the above sections for a ten out of 12	The final ten identifies the degree of risk. The next step is to determine a management strategy. A rating in this column does not condemn a tree but may indicate the need for more investigation and a risk management strategy.
<div style="border: 2px solid red; padding: 10px; text-align: center;"> <p>NEWCASTLE CITY COUNCIL</p> <p>This plan / document is referred to in Development Application No: DA2019/00723</p> <p>The application has been consented to subject to compliance with conditions of consent.</p> <p>Copyright: All documents have been reproduced by Council for the purposes of complying with its statutory obligations and may not be copied, used or otherwise reproduced in whole or in part without the authority of the copyright owner.</p> </div>		
Root Zone	C-Compaction D- Damaged/wounded roots E- Exposed roots Ga- Tree in graded bed Gi- Girdled roots Gr- Grass K-Kerb close to tree L+- Raised soil level L- Lowered soil level M- Mulched Pa- Paving concrete bitumen	

	Pr- Roots pruned O-Other	
Defects	B-Borers C-Cavity D-Decay Dw-Deadwood E-Epicormics I-Inclusions L- Lopped LDCMP- Leaf damage by chewing mouthpiece insects M- Mistletoe/parasites MBA- Multi branch attachments PD- Parrot damage PFS- Previous failure sites S-Splits/Cracks T-Termites TL- Trunk lean TW- Trunk wound O-Other	
Services/adjacent structures	Bs- Bus stop Bu- Building within 3 metres Hvo- High voltage open wire construction Hvb- High voltage bundled (ABC) Lvo- Low voltage open wire construction Lvb- Low voltage bundled (ABC) Na- No services above Nb- No services below ground Si- Signage SL- Street light T- Transmission U- Underground services O- Other	More than one of these may apply

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Waste Management Plan

Hunter Valley Group would like to acknowledge the contribution of a range of stakeholders from Local Government and the recycling and development industries in the development of these Guidelines.

The Project was funded by the Waste Authority through the Waste Avoidance and Resource Recovery Account.

Hunter Valley Group Pty Ltd conducts all of its demolitions in accordance with the Australian standards 2601-2001 RE: The demolition of load bearing structures and dwellings.

For a copy of HVG's Hazardous Management Plan or HVG's Safe Work Method Statement please contact your site manager or our office.

1. Introduction

Why was this Guideline Developed?

This Guideline has been developed for two primary reasons, to provide consistent guidance on waste management in relation to demolition activities and to encourage increased diversion of waste from land fill.

In Australia, there is limited consistent guidance on and consideration of waste management issues in demolition activities. The absence of consistent guidance in relation to demolition activities has led to a range of different approaches being taken by Local Government and the private sector, potentially increasing costs for development.

The Australian Government, has developed a State Waste Strategy 'Creating the Right environment' which sets ambitious targets for diversion of Construction and Demolition (C&D) waste from land fill; 60% diversion of material presented for collection by 30 June 2015 and 75% diversion from land fill by 30 June 2020. Given the 2009/10 diversion rate for C&D was 29% a concerted and coordinated effort will be needed to achieve these targets.

How should this Guideline be used?

This Guideline should be used as a resource by property owners, builders and developers to assist in calculating waste generation from demolition projects and identifying ways to divert any waste generated from land fill. While these Guidelines can be used on any scale of project, the main focus is those projects which require Local Government Planning Approval.

Appendix 1 includes a template waste management plan which provides a framework for waste management issues to be considered in a way which meets Local Government requirements.

Appendix 2 includes some typical waste generation rates demolition of various types of structure.

This Guideline should be used by Local Governments Officers as a resource when requesting or assessing waste management plans for certain developments. **Appendix 3** provides a checklist for assessing waste management plans.

These Guidelines are applicable to any demolition project and will assist in establishing efficient and cost-effective operations.

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2. Project Planning

In planning a demolition project, it is important to understand what materials are likely to be generated and then focus on how the generation of those materials can be either avoided or the material can be diverted from land fill.

One approach is to development of a waste management plan. The key objectives of any demolition waste management plan should be:

1. Minimise the amount of waste generated as part of the project
2. Maximise the amount of material which is sent for reuse, recycling or reprocessing
3. Minimise the amount of material sent to land fill.

When developing and implementing the waste management plan the following key elements should be considered:

1. **Waste streams:** identify which waste streams are likely to be generated and estimated amounts of material
2. **Services:** select an appropriately qualified waste management contractor who will provide services for the waste streams generated and data on waste/recycling generation
3. **On-site:** understand how the waste management system will work on-site, including bin placement and access
4. **Clearly assign and communicate responsibilities:** ensure that those involved in the demolition are aware of their responsibilities in relation to the waste management plan
5. **Engage and educate personnel:** be clear about how the various elements of the waste management plan will be implemented and ensure staff have an opportunity to provide feedback on what is/isn't working
6. **Monitor:** to ensure the plan is being implement, monitor on-site
7. **Evaluate:** once the project is complete evaluate your estimates in the Plan against actual waste generated and consider feedback from personnel.

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3. Demolition Waste Management

3.1 Pre-Demolition

The pre-demolition stage of the development is the time to put in place a demolition waste management plan in line with the template provided in **Appendix 1: Demolition Waste Management Plan Template**. Another tool available to assist in the development of the waste management plan is the Master Builders Association is the Master Builders Association Master Builders Waste Reduction Guide 2014.

The following activities are suggested at this stage of the project:

1. **Waste streams:** identify which waste streams are likely to be generated and the approximate amounts of material.

Undertake inventory of materials that can be recycled from the demolition-site:

- Specific types of materials: a full list of options is provided in **Appendix 1**
- Amount of material expected: some guidance on how to estimate this is provided in **Appendix 2**
- Condition of materials: cleaner material is easier to recycle and may affect the contractor price for recycling
- Possible contamination by hazardous materials like asbestos or lead: these materials will limit reuse /recycling options and require special disposal.

2. **Services:** select an appropriately qualified waste management contractor to provide services for the waste streams generated and data on waste/recycling generation.

4. **On-site:** understand how the waste management system will work on-site, including bin placement and access.

• Determine storage requirements (separate bins or co-mingled), things to consider include:

- ease of use: ensure that containers are easily accessible by workers
- Safety: ensure that the containers and storage can be managed safely, including limiting public access to the site
- Aesthetics: ensure that the site appears orderly and will not raise concern from local residents or businesses.

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- establish a collection/delivery plan in collaboration with waste contractors for waste and recyclable materials generated on-site.
- Separation of different materials for collection and/or recycling is one way of preventing contamination and increasing resource recovery rates. Source separation is particularly important in minimising damage to salvaged materials, such as window glass, high-value timber and furnishings.
- Off-site sorting using co-mingled demolition waste bins is another means of recovering demolition waste materials. Off-site sorting is particularly useful on constrained sites as it enables all materials to be placed in the same bin for transport. This material is then collected and delivered to a processing plant where they will be sorted mechanically for recycling, reprocessing or disposal to land fill.

Asbestos

Houses built in Australia between prior to 1990 are likely to include asbestos-containing products and houses built in Australia before the mid-1980s are highly likely to contain asbestos-containing products.

Therefore, care should be taken when undertaking renovations or constructing additions on existing structures. A licence is required in Australia for the removal of materials that contain asbestos. Only a licence holder or an employee of a licence holder may carry out this type of work.

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3.2 During Demolition

On-site activities during demolition are critical in achieving the objectives of the waste management plan, these activities include:

4. **Clearly assign and communicate responsibilities:** ensure that those involved in the construction are aware of their responsibilities in relation to the waste management plan.

5. **Engage and educate personnel:** be clear about how the various elements of the waste management plan will be implemented and ensure staff have an opportunity to provide feedback on what is/isn't working.

Whatever waste management system is in place, it is vital that all personnel using it understand how to use the system and who has responsibility for ensuring it is used correctly. Trying new approaches and systems can be difficult as it expects a change to current behaviour. By providing feedback mechanisms for personnel, you can build on experience.

6. **Monitor:** to ensure the plan is being implement, monitor on-site.

ensuring the system is working is liked to asking personnel for feedback. Another option is to seek feedback from waste management contractors or undertake site inspections to see if the correct material is going into the bin and to understand what waste is being generated that was not expected.

3.3 Post-Demolition

7. **Evaluate:** once the project is complete evaluate your estimates in the Plan against actual waste generated and consider feedback from personnel.

Once the project has been completed, it's time to evaluate how the plan went. Where the expected amounts of waste generated? How did the bin placement on-site work out? What feedback was there from personnel on-site? From this evaluation, issues can be avoided in future developments.

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4. References

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Campbelltown City Council (2012) *Waste Management Plan*.

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City of Chicago (2010-13) *Construction and Demolition Debris Recycling*.

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Available online: www.wasteauthority.wa.gov.au/publications/smart-waste-guide

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Sustainability Victoria (2013) *How to Minimise Construction & Demolition Waste*.

Available online: www.sustainability.vic.gov.au/en/Publications-and-Research/Knowledge-archive/How-to-Minimise-Construction-Waste

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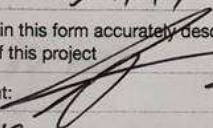
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5. Appendices

Appendix 1

Demolition Waste Management Plan Pro Forma

Outline of Project

Site address: New South Wales 1A ASTBURY ST NEW LANBURN 2305		
Applicants name and mailing address: 1/21 Pendlebury Road, Cardiff NSW 2285		
Phone: 0249100888		
Fax:		
email: huntervalleydemolition@gmail.com		
Buildings and other structures currently on-site: HOUSE DWELLING AND SHED		
Brief description of proposal: Demolition		
estimated Start Date: 1-11-19		
estimated Completion Date: 5-11-19		
The details provided in this form accurately describe the proposed waste management actions to be undertaken as part of this project		
Signature of applicant:  BEN PRICE HUG DIRECTOR		
Date: 21-10-19		
Salvage	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Do you intend to salvage material from this project as part of demolition works?	<input type="radio"/> Yes	<input type="radio"/> No
If "yes," please list the items that will be salvaged (e.g. doors, windows, jambs, casing, toilets, sinks, other fixtures, hardwoods, wood siding, cabinets and shelving, carpet and pad, bricks, acoustical ceiling, lights, fans, ceramic roof tiles, structural materials, reusable lumber, etc.)?	1	BRICKS
	2	TIMBER
	3	TILES
	4	
	5	
	6	
	7	
	8	
	9	

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Waste and/or Recyclable Materials	Destination	Destination		
		Reuse and Recycling		Disposal
Possible Materials Generated	estimated volume (m ³) or Area (m ²) or weight (t) (refer to Appendix 2 - Typical House Composition)	On-site (How will materials be reused and/or recycled on-site?)	Off-site (Specify the contractor and recycling facility)	Specify the contractor and/or land fill site/ transfer station
Timber (specify type)	HARDWOOD FLOORING 9.6t		RECYCLE YARD	REUSE 2 TIMBERS
Wood waste (e.g. MDF, plywood)				
Cardboard				
Ferrous metals (e.g. iron, steel)	3.0T		RECYCLING YARD	MARQUESS HOME MANOR
Nonferrous metal (e.g. copper wiring)				
Concrete	80-100T		RECYCLE YARD	CONCRETE TERTOSA
Roofing Tiles	5.7		"	" "
Ceramic Tiles				
Gravel				
Gypsum board (e.g. drywall)	4.7		RECYCLE YARD	BINGO RECYCLING
Plaster				
Paint				
Plumbing fixtures and fittings				
Carpet and underlay	2.9T		"	BINGO RECYCLING
Stone				
Asphalt				
Glass				
Sand/fill				
Topsoil				
Green waste	4.7		ARBOREST	GREEN TREE SOLUTIONS
Asbestos	5.7		1125	BINGO WASTE
Fluorescent light tubes				

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Hazardous materials (e.g. fluorescent light tubes and fittings, lead roof flashing, lead-based paint)				
Plastics	15		RECYCLING	Binero WASTE
PVC				
Co-mingled recyclables (e.g. paper, cans, glass and plastic bottles, cardboard) from workers				
General waste (e.g. food waste, contaminated food packaging, non-recyclable plastics) from workers				
Mixed waste	55		RECYCLING	B-UGO WASTE

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Continued

How will materials be stored on-site for reuse and recycling? Skip bins and controlled pile

How will site operations be managed to ensure minimal waste creation and maximum reuse and recycling?

Staff training, selected deconstruction vs. straight demolition, feedback from waste management service provider, on-going checks by site supervisors, separate area set aside for sorted wastes, clear signage for waste areas etc.

How will this plan be evaluated, and who is responsible for the evaluation? Feedback from staff collected by the site supervisor.

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Appendix 2

Typical House Composition

Table 1 provides indicative figures for the amount of construction material generated through the demolition/deconstruction of typical houses. These figures may be used to assist property owners and their contactors in estimating the amount of waste material which must be catered for during the demolition process (these figures should be used as a guide only, and demolition contractors should be engaged to assist in estimating likely material yields). The conversion figures provided in Table 2 may then be used to calculate the estimated volume of this waste material, which may be useful when ordering skip bins.

Material	House Type			
	Asbestos bro (t)	Weatherboard (t)	Brick veneer (t)	Full brick (t)
Asbestos sheeting	1.8	-	-	-
Fittings	1	1	1.5	1.5
Roof Tiles	5	5	12	8
Plasterboard	2	2	2.5	1
Timber	5.3	7.2	9.6	6.9
Concrete, Bricks, Footings	20	50	120	180
Total	35	65	146	197

Table 1: Demolition waste yields (from NSW Department of Environment, Climate Change and Water House Deconstruction Information Booklet, 2010).

Material	Tonnes/m ²
Timber	0.5
Plasterboard	2.4
Concrete	1.0
Bricks	0.75
Tiles	2.4

Table 2: Converting volumes to tonnage (from NSW Department of Environment, Climate Change and Water House Deconstruction Information Booklet, 2010).

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Appendix 3

Section	Key element	Adequately addressed in WMP (Yes/No)	Comments / feedback	Modification required?
Outline of project	Is all of the contact information and project outline completed?	YES		
	Is the declaration of accuracy completed?	YES		
Waste and recycling material	Are estimates given for the approximate amounts of waste expected to be generated?	YES		
	Is it clear what the destination of these materials will be once they leave the site?	YES		
Storage	Is it clear how materials will be stored on-site?	YES		
Site operations	Is it clear how waste will be managed on-site?	YES		
	Are the methods of communicating this waste management method identified?	YES		
Evaluation	Is the approach and responsible party for evaluation identified?	YES		

All Site Days will require a site PRE START AND DISCUSSIONS ABOUT RECYCLING WASTE WILL BE IMPLEMENTED DAILY

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On Thu, 17 Oct 2019 at 11:43 am, Peta Cooper <petacooper@hotmail.com> wrote:

CONTRACTOR LICENCE

Builder



MASTERTON HOMES PTY LTD

CNR HUME HIGHWAY & SAPPHO RD
WARWICK FARM NSW 2170

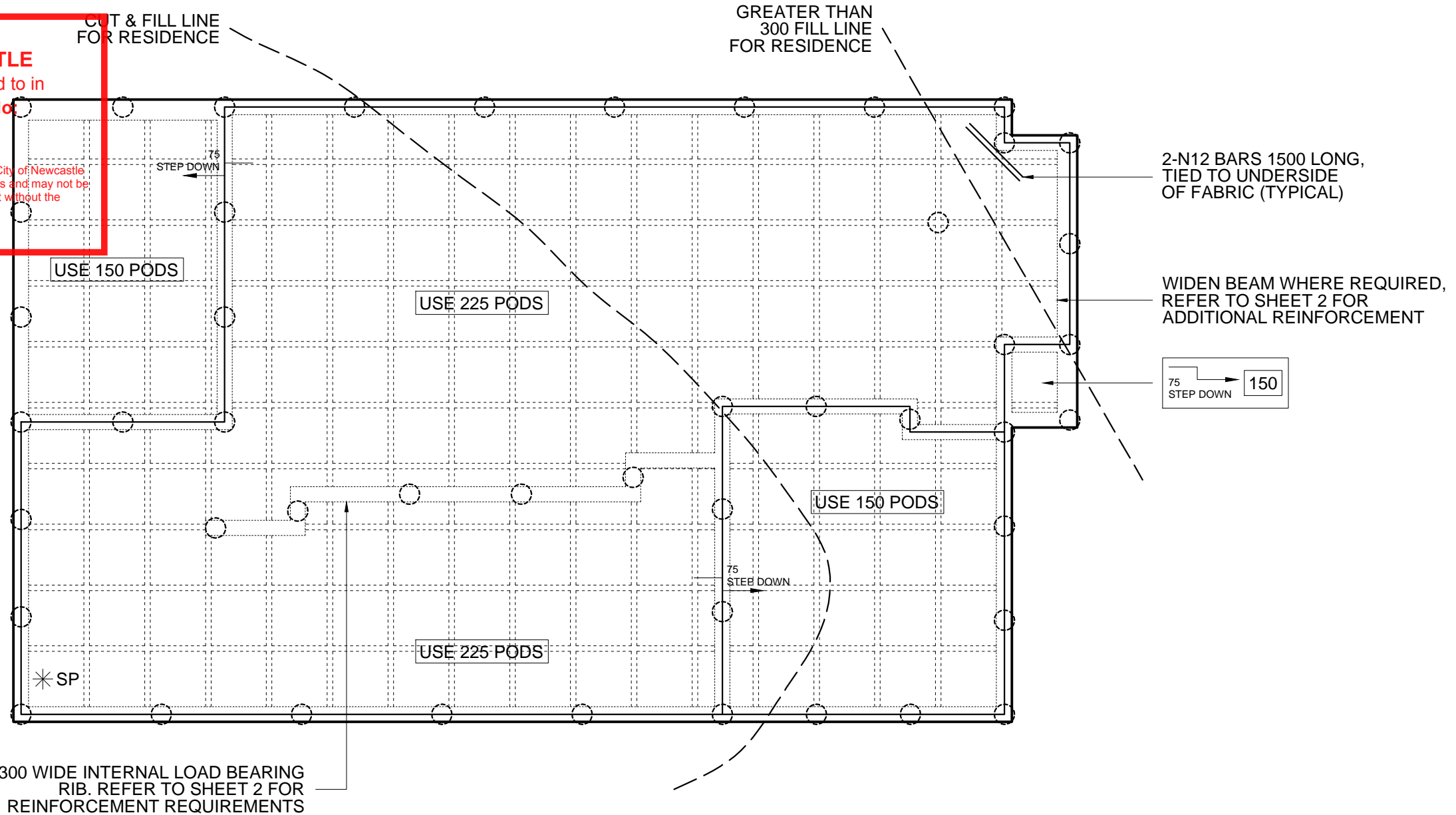


NUMBER
35558C

EXPIRES
22/07/2022

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1 x 1 POD LAYOUT ADOPTED DUE TO (P) SITE CLASSIFICATION

GENERAL CONSTRUCTION NOTES

- THE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL OTHER WORKING DRAWINGS, SPECIFICATIONS AND ANY OTHER WRITTEN INSTRUCTIONS ISSUED DURING CONSTRUCTION. ALL DISCREPANCIES AND VARIATIONS SHALL BE REFERRED TO THE ENGINEER, BEFORE PROCEEDING WITH THE WORK
- DURING CONSTRUCTION THE STRUCTURE AND ANY ADJACENT STRUCTURE SHALL BE MAINTAINED IN A STABLE CONDITION AND NO PART SHALL BE OVERSTRESSED
- DIMENSIONS SHALL NOT BE OBTAINED BY SCALING THE DRAWINGS ALL LEVELS AND SETTING OUT DIMENSIONS SHOWN ON THE DRAWINGS SHALL BE CHECKED ON SITE PRIOR TO THE COMMENCEMENT OF THE WORKS
- THE CONTRACTOR IS RESPONSIBLE TO ESTABLISH THE LOCATION, SIZE AND LEVEL OF ALL EXISTING SERVICES PRIOR TO THE COMMENCEMENT OF WORKS
- ALL SITE SAFETY MEASURES AND WORK METHOD STATEMENTS PREPARED BY BUILDER/SUB-CONTRACTORS ARE TO BE IMPLEMENTED DURING CONSTRUCTION. NO WORK IS TO COMMENCE UNTIL SUPERVISOR / BUILDER HAS IDENTIFIED AND APPROPRIATELY ACTED ON ANY POTENTIAL HAZARDS
- BUILDER TO ADHERE TO ANY GEOTECHNICAL REPORT RECOMMENDATIONS PREPARED FOR THE SITE
- ALL WORKMANSHIP AND MATERIALS TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF RELEVANT AUSTRALIAN STANDARD CODES AND THE REGULATIONS OF THE RELEVANT BUILDING AUTHORITY
- UNLESS REQUESTED AND PRODUCED ON THE PLANS, THE BUILDER IS TO ENSURE THAT ARTICULATION JOINTS ARE SHOWN ON THEIR ARCHITECTURAL DRAWINGS AND BE SATISFIED THAT THEY ARE IN ACCORDANCE WITH RELEVANT AUSTRALIAN STANDARDS AND BUILDING CODES
- REFER TO THE ARCHITECTURAL PLANS FOR LOCATIONS OF ANY CONCRETE PADS REQUIRED
- FOUNDATION MATERIAL SHALL BE APPROVED PRIOR TO CONSTRUCTION

- A 1.0 METRE WIDE APRON, WITH 25 CROSS FALL AWAY FROM SLAB EDGE IS TO BE FORMED ALL AROUND THE RAFT SLAB WHERE APPLICABLE
- ADDITIONAL CONCRETE PIERS MAY BE REQUIRED UNDER SLAB TO EVEN BEARING IN SOIL AS RECOMMENDED BY AUSTRALIAN STANDARD AS 2870.
- ALL SITE FILLING PLACED BENEATH SLAB TO BE TREATED IN ACCORDANCE WITH CLAUSE 6.4. OF AS 2870.2 - 2011.
- NO HOLES OR CHASES OTHER THAN THOSE SHOWN ON THE STRUCTURAL DRAWINGS ARE TO BE MADE IN CONCRETE MEMBERS WITHOUT PRIOR ENGINEER'S APPROVAL
- IF THE LOCATION OF THE SLAB IS NEXT TO AN ABOVE OR BELOW ON SITE DETENTION SYSTEM OR BELOW GROUND RAINWATER TANK, THE BUILDER IS TO ADVISE ENGINEER IN ORDER TO ENSURE THAT CONCRETE PIERS ARE TAKEN 500mm BELOW THE INVERT OF TANK OR THE FOOTING OF THE SUPPORTING WALL FOR AN ABOVE GROUND DETENTION SYSTEM PREPARED FOR THE SITE
- IF THE LOCATION OF THE SLAB IS NEXT TO AN ABOVE OR BELOW ON SITE DETENTION SYSTEM OR BELOW GROUND RAINWATER TANK, THE BUILDER IS TO ADVISE ENGINEER IN ORDER TO ENSURE THAT CONCRETE PIERS ARE TAKEN 500mm BELOW THE INVERT OF TANK OR THE FOOTING OF THE SUPPORTING WALL FOR AN ABOVE GROUND DETENTION SYSTEM PREPARED FOR THE SITE
- FOOTINGS ARE DESIGNED FOR AN ALLOWABLE BEARING PRESSURE OF 100kPa.
- CONSTRUCTION JOINTS THAT ARE NOT SHOWN SHALL BE LOCATED TO THE APPROVAL OF THE ENGINEER

- REINFORCEMENT SYMBOLS ARE AS FOLLOWS:
 (N) - HOT ROLLED DEFORMED BARS (400 n)
 (SL) - HARD DRAWN WIRE REINFORCING FABRIC (450 sl)
 (S) - STRUCTURAL GRADE DEFORMED BARS
 - ALL REINFORCEMENT TO BE ADEQUATELY SUPPORTED IN ITS REQUIRED POSITION AND COVER DURING PLACEMENT OF CONCRETE
 - PIPES OR CONDUITS SHALL NOT BE PLACED WITHIN THE CONCRETE COVER TO REINFORCEMENT WITHOUT THE APPROVAL OF THE ENGINEER
 - ALL CONCRETE TO BE MECHANICALLY VIBRATED AND SHALL BE CAREFULLY WORKED AROUND THE REINFORCEMENT AND INTO THE CORNERS OF FORMWORK
 - PIER HOLES ARE DESIGNED FOR ALLOWABLE BEARING PRESSURE OF 250kPa.
 - CONCRETE SPECIFICATION (F_c 28 DAYS) TO BE AS FOLLOWS: ADOPT TYPE 'A' CEMENT WITH MAX AGGREGATE SIZE OF 20mm AND 80mm SLUMP
- THE SLAB HAS BEEN DESIGNED FOR SALINE & ACID SULPHATE AFFECTED SOILS. REFER TO SHEET 1 & 2 FOR REQUIREMENTS REFERENCE HAS BEEN MADE TO IDEAL GEOTECH'S BOREHOLE & SOIL CLASSIFICATION REPORT UNDERTAKEN FOR THE PROPERTY**

BUILDER / HOME OWNER IS TO ADHERE TO CSIRO BROCHURE "FOUNDATION MAINTENANCE AND FOOTING PERFORMANCE: A HOMEOWNER'S GUIDE"

THESE STRUCTURAL ENGINEERING DETAILS ARE IN ACCORDANCE WITH
 - AS2870-2011 RESIDENTIAL SLAB & FOOTING CODE
 - AS4100 STEEL STRUCTURE CODE
 - AS1170.1 & AS1170.2 WIND, DEAD & LIVE LOAD CODE
 - BUILDING CODE OF AUSTRALIA: SECTION B STRUCTURES

LOCATION	SALINE AFFECTED F _c
PIERS	32 MPa
SLAB	32 MPa
STRIP FOOTING	32 MPa

- CLEAR COVER TO REINFORCEMENT TO BE AS FOLLOWS:

LOCATION	FORMED & SHELTERED	FORMED & EXPOSED	POURED ON GROUND
SLABS & WALLS	20	30	65
BEAMS	25	40	65
COLUMNS	40	50	-
STRIP FOOTING	-	-	65

- CONCRETE PIERS
- SEWER AFFECTED PIERS
- ⊗ REINFORCED CONC. PIERS
- ⊕ SCREW PIERS
- ♀ ARTICULATION JOINT
- * STARTING POINT



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PTY LTD
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 EMAIL: admin@rafzan.com.au

CLIENT MR. HARLAND & MS. COOPER
 LOCATION LOT 65 (NO.14) ASHBURY STREET, NEW LAMBTON

[Signature]
 B.E. M.I.E. AUST.

CLASSIFICATION	(P) M	SHEET SIZE	A3	SHEET No.	1
REFERENCE	2013100	SCALE	1 : 100	JOB No.	81844M

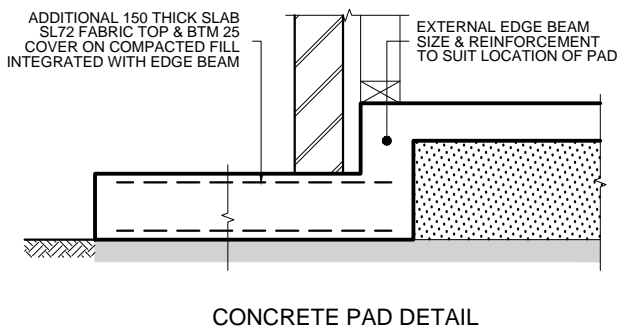
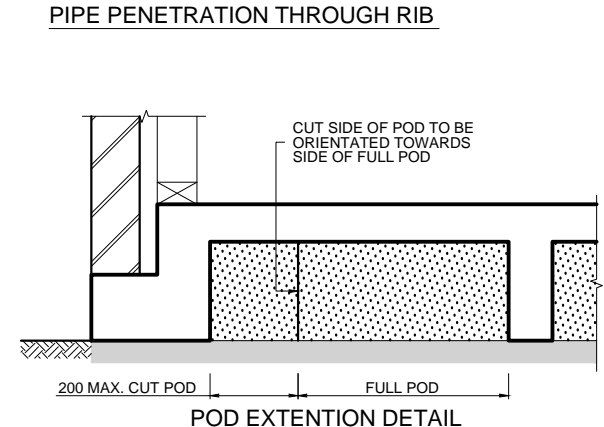
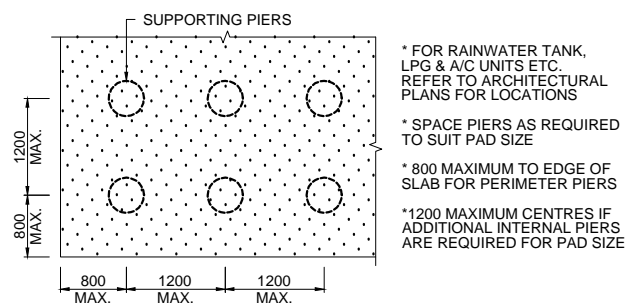
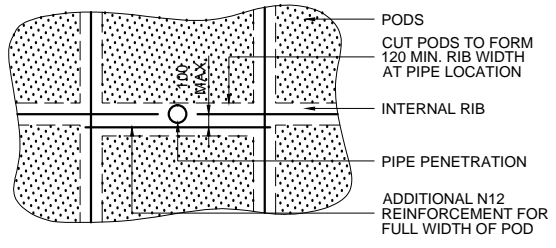
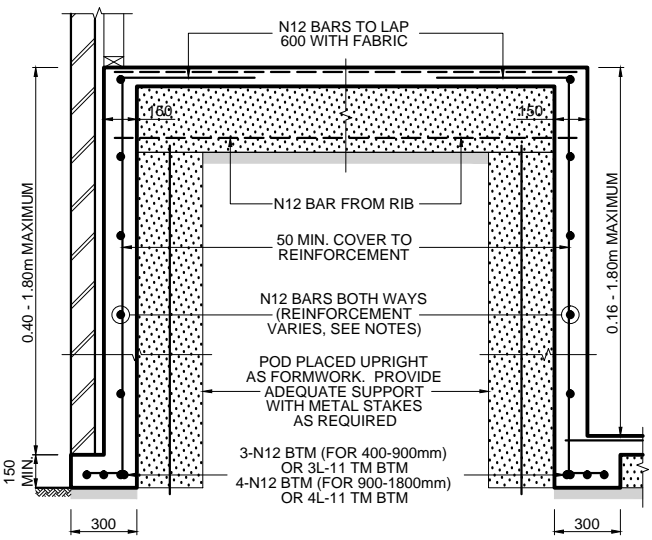
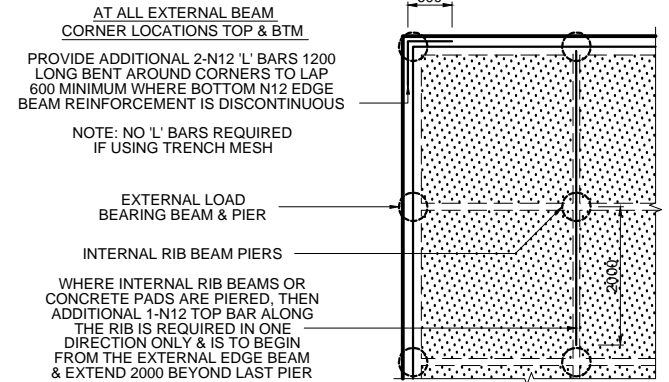
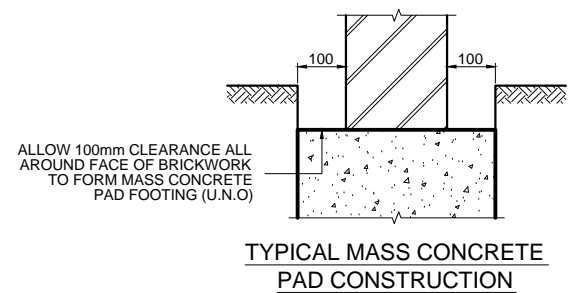
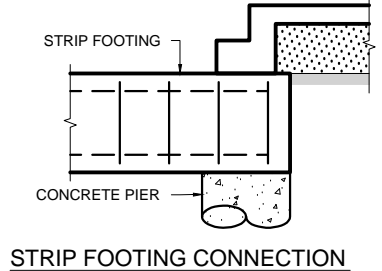
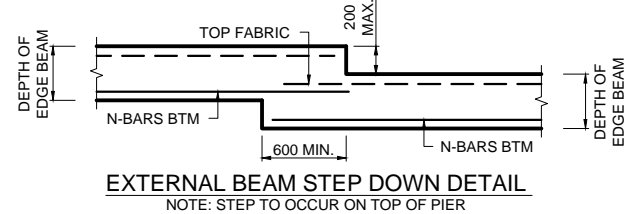
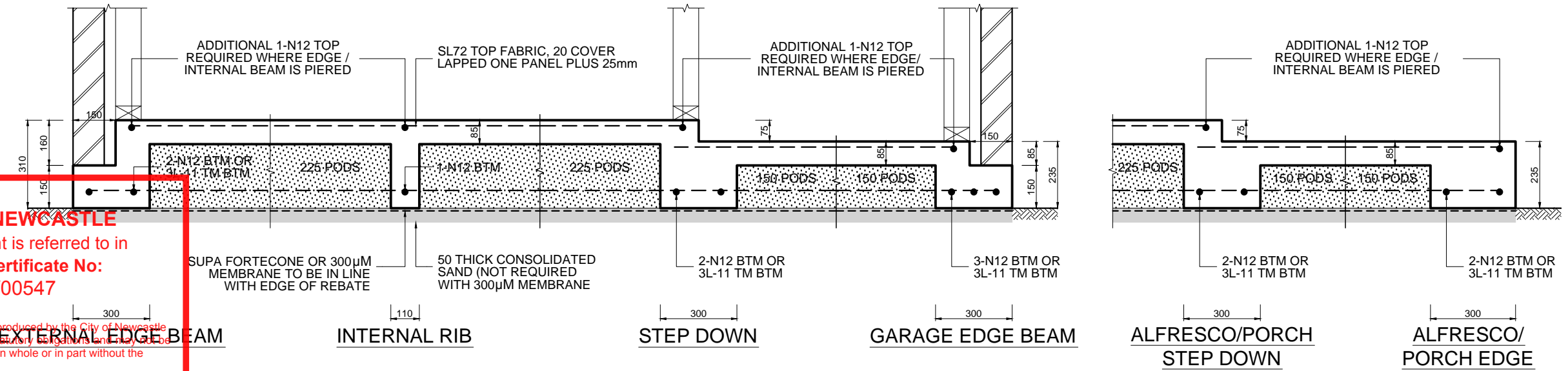


REVISION SCHEDULE

A ORIGINAL ISSUE	J.J 02/04/18

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THIS IS TO CERTIFY THAT THE SLAB HAS BEEN DESIGNED FOR SALINE/ ACID SULPHATE AFFECTED SOILS

PROVIDE 400 DIA. CONCRETE PIERS TO CLAY & SAND, OR 300 DIA. TO ROCK OR SHALE

SPACE PIERS AT 2400 CTS. AS SHOWN ALONG EXTERNAL EDGE BEAM, UNLESS NOTED OTHERWISE

PIERS REQUIRED UNDER INTERNAL RIB BEAMS WHEN CONSTRUCTED ON MORE THAN 300mm OF UNCONTROLLED / NON-COMPACTED MATERIAL OR AS SHOWN

N12 BARS CAN BE REPLACE WITH 10.65mm HDW (450MPa STRESS GRADE)

EXTERNAL DEEP BEAM	INTERNAL DEEP BEAM
DEEP BEAM DEPTH	BEAM REINFORCEMENT
160 - 400MM	N12 BARS AT 1200 CENTRES & 1-N12 HORIZONTAL
400 - 900MM	N12 BARS AT 600 CENTRES & 1-N12 CENTRALLY
900 - 1500MM	N12 BARS AT 300 CENTRES BOTH WAYS
1500 - 1800MM	N12 BARS AT 200 CENTRES BOTH WAYS

REINFORCEMENT FOR RIBS & BEAMS		
WIDTH	TOP STEEL	BTM STEEL
301 - 330	1-N12	3-N12
331 - 440	2-N12	4-N12
441 - 550	3-N12	5-N12
551 - 660	4-N12	6-N12

RAFELETOS ZANUTTINI
 Consulting Engineers

ABN: 35 04 047 466
 PO BOX 91 KINGSGROVE NSW 2208
 Level 2, 103 VANESSA ST KINGSGROVE NSW 2208

PTY LTD
 PH: 9554 9311 FAX: 9554 9764
 EMAIL: admin@rafzan.com.au

STRUCTURAL SLAB DETAILS

CLIENT MR. HARLAND & MS. COOPER
 LOCATION LOT 65 (NO.14) ASHBURY STREET, NEW LAMBTON

SALINE / ACID SULPHATE CLASSIFICATION (P) M SHEET No. 2
 225.72. 2 S 225.150. 75. 2 225.150. 75. 2 SCALE NTS JOB No. 81844M

B.E. M.I.E. AUST.

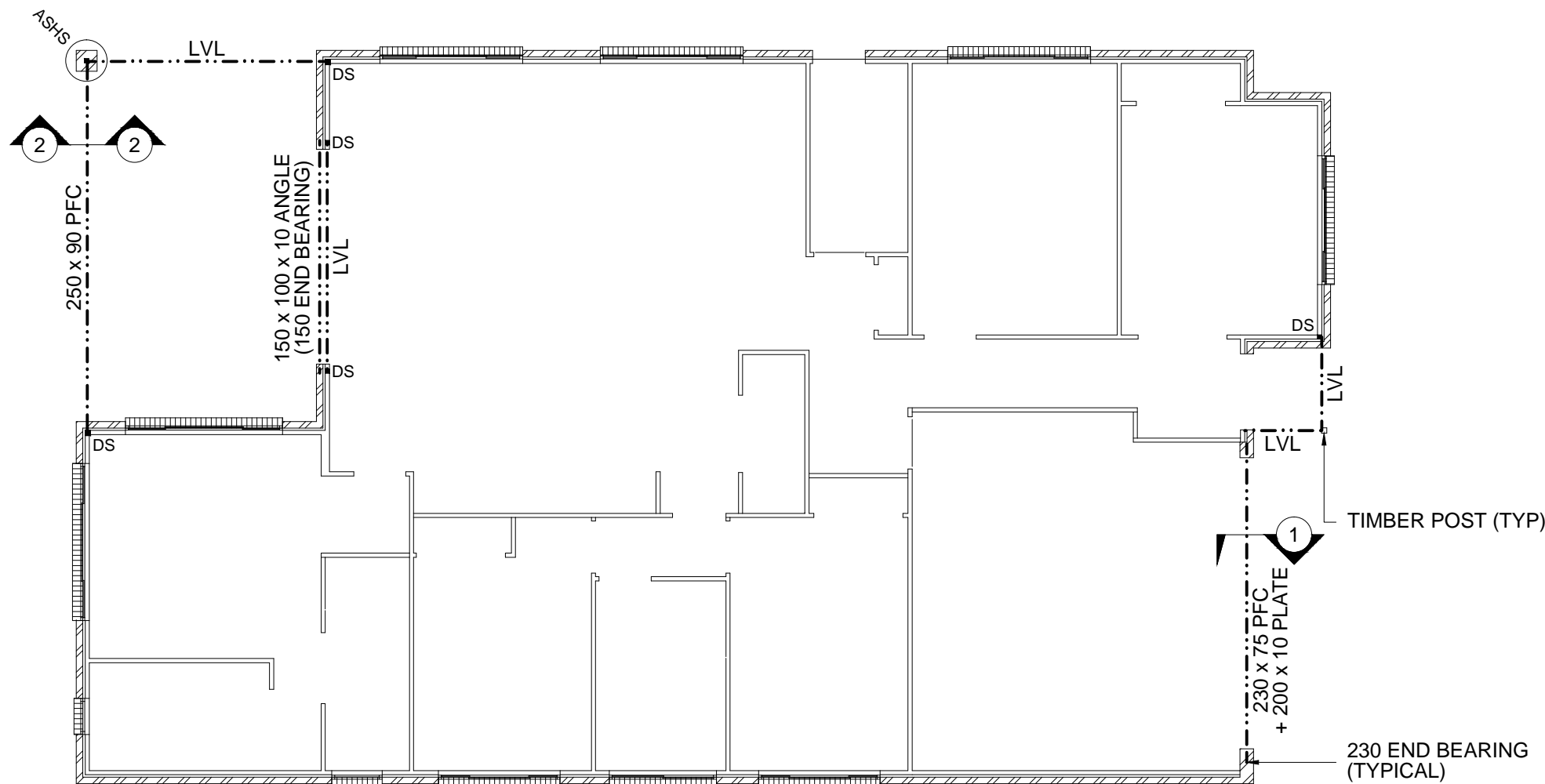
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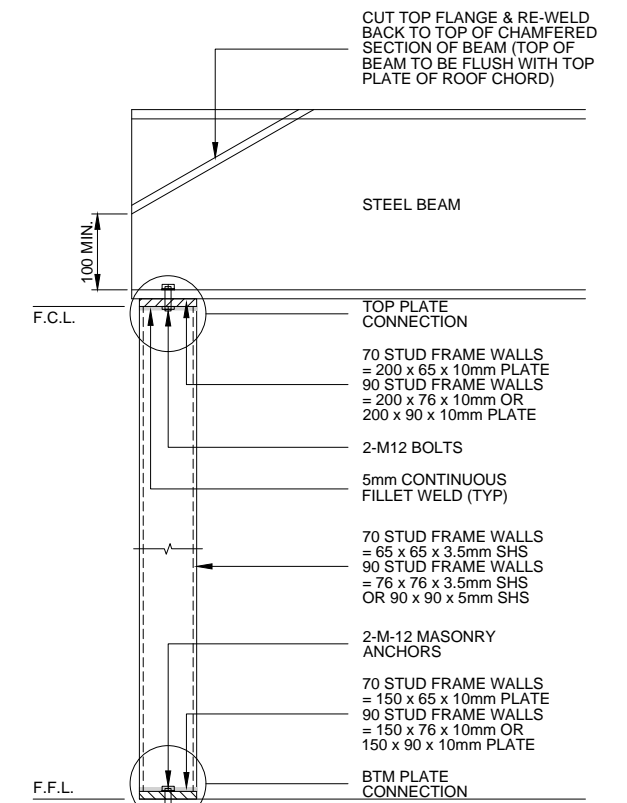
MASTERTON HOMES

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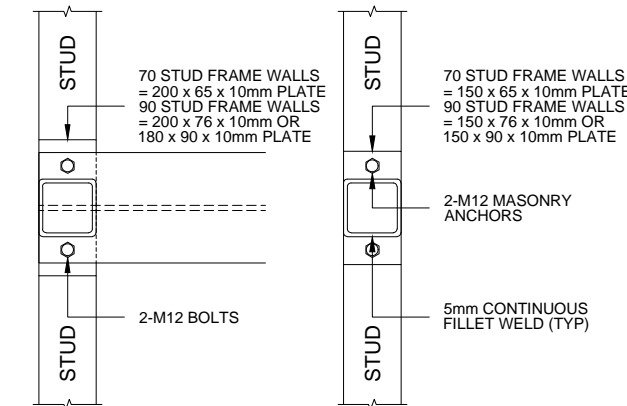
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STEEL DETAIL NOTES



TYPICAL SECTION



TOP PLATE CONNECTION **BOTTOM PLATE CONNECTION**

NOTE:
 - ALL STEELWORK TO BE PAINTED WITH AN APPROVED CORROSIVE RESISTANT PRIMER
 - NOTE: IF BUILDING IS LOCATED WITHIN 1.0 KM OF SEVERE MARINE CONDITIONS, ENGINEER IS BE NOTIFIED, AND STEEL BEAMS ARE TO BE GALVANISED & ALL BRICKWORK COMPONENTS TO BE IN ACCORDANCE WITH AS3700-2011 MASONRY CODE - SECTION 5
 - SHS: DENOTES SQUARE HOLLOW SECTION OR STEEL POST, BUILD POST INTO STUD FRAMEWORK
 - ASHS: DENOTES ADJUSTABLE SQUARE HOLLOW SECTION STEEL POSTS. REFER TO "TYPICAL ADJUSTABLE STEEL POST DETAIL" WHERE APPLICABLE
 - 70 STUD FRAME WALLS
 DS: DENOTES 1/70 x 70 HARDWOOD STUDS
 TS: DENOTES 3/70 x 45 HARDWOOD STUDS
 - 90 STUD FRAME WALLS
 DS: DENOTES 1/90 x 90 HARDWOOD STUDS
 TS: DENOTES 3/90 x 45 HARDWOOD STUDS
 SHADING DENOTES FIRST FLOOR ABOVE F/J SPAN FLOOR JOIST TO MANUFACTURERS SPECIFICATIONS



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 Level 2, 103 VANESSA ST KINGSGROVE NSW 2208 EMAIL: admin@rafzan.com.au

STRUCTURAL STEEL PLAN

CLIENT	MR. HARLAND & MS. COOPER		
LOCATION	LOT 65 (NO.14) ASHBURY STREET, NEW LAMBTON		
REFERENCE	2013100	SCALE	1 : 100
SHEET SIZE	A3	SHEET No.	3
JOB No.	81844M		

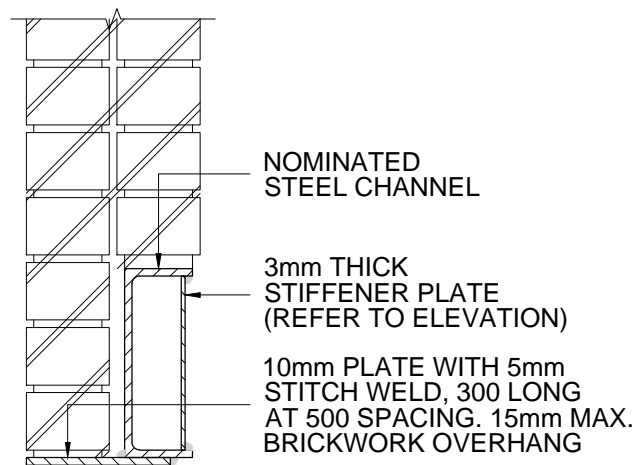


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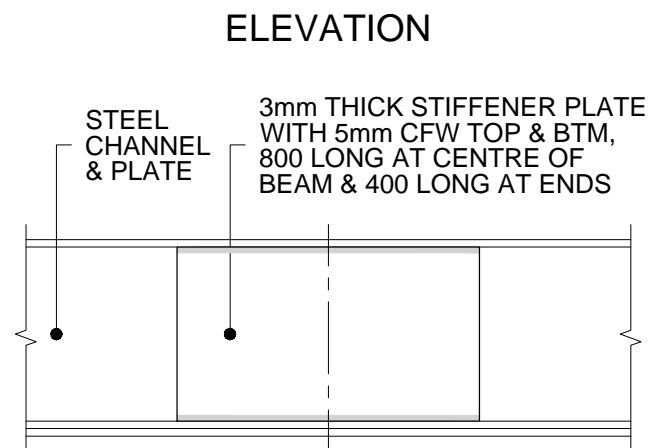
A ORIGINAL ISSUE	J.J 02/04/18

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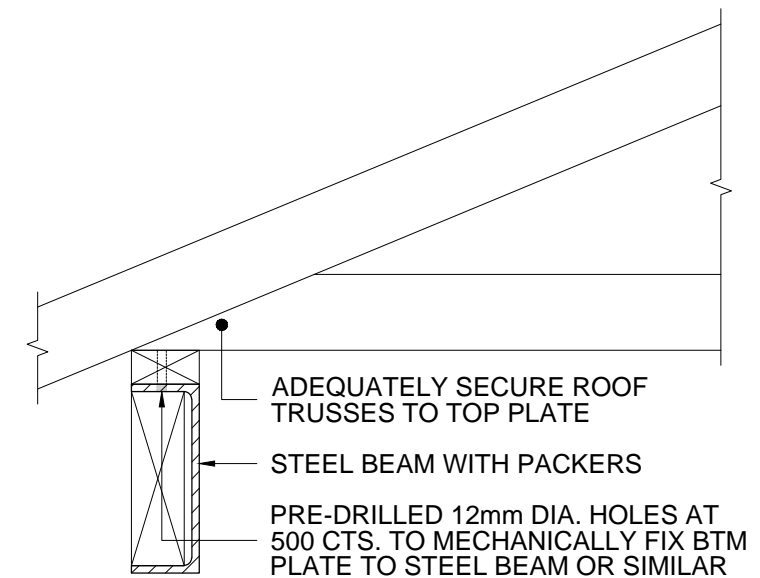
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SECTION 1-1



ELEVATION 1-1



STEEL CHANNEL OVER OPEN AREA

SECTION 2-2

STRUCTURAL STEEL DETAILS



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CLIENT MR. HARLAND & MS. COOPER
 LOCATION LOT 65 (NO.14) ASHBURY STREET, NEW LAMBTON

[Signature]
 B.E. M.I.E. AUST.

REFERENCE	2013100	SHEET SIZE	A3	SHEET No.	4
SCALE	NTS	JOB No.	81844M		

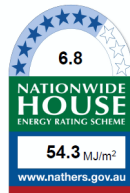


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Certificate no.: 0004333035
Assessor Name: Ian Fry
Accreditation no.: VIC/BDAV/12/1441
Certificate date: 04 Nov 2019
Dwelling Address: 14 Ashbury Street
New Lambton, NSW
2305
www.nathers.gov.au



- CONSTRUCTION NOTES**
- REFER TO STRUCTURAL ENGINEERS DRAWINGS FOR ALL SLAB, BEAM AND COLUMN DETAILS.
 - WAFFLE POB SLAB TO ENGINEERS DETAIL, IN ACCORDANCE WITH AS2870.1.
 - REFER TO FRAME AND FLOOR JOIST LAYOUT DRAWINGS FOR ADDITIONAL TIMBER BEAMS AND FLOOR JOISTS DETAILS.
 - FRAMING SUPPLIERS/DETAILERS TO COMPLY WITH MASTERTON HOMES GENERAL FRAME SPECIFICATION. ANY DISCREPANCIES IN PLANS TO BE REPORTED TO HEAD OFFICE.
 - ALL PERMANENT BRACING IN ACCORDANCE WITH AS1684-TIMBER FRAMING CODE.
 - STRENGTHENING OF ROOF TRUSSES AS REQUIRED FOR AC UNIT/SOLAR COLLECTORS.
 - IF APPLICABLE, REFER TO HYDRAULICS ENGINEERS DRAWINGS FOR STORMWATER REQUIREMENTS.
 - REFER TO SIGNED COLOURS DOCUMENTATION FOR ADDITIONAL CLIENT SELECTIONS.
 - CENTRE OF DOWNPIPES TO BE 350mm FROM CORNER OF FACE BRICKWORK (UNLESS NOTED OTHERWISE).
 - ALL SERVICES POSITIONS TO BE DETERMINED AND COORDINATED ON SITE BY SUPERVISOR.
 - BULKHEADS TO BE DETERMINED AND COORDINATED ON SITE.
 - FLASHING TO DAMP COURSE LEVEL TO BE FINISHED FLUSH WITH OUTSIDE FACE OF BRICKWORK.
 - ALL RETAINING WALLS BY OWNER AFTER HANDOVER.
 - ANY WORKS OR ITEMS BY OWNER, TO BE COMPLETED AFTER HANDOVER.
 - ALL EXTERNAL PATIOS / ALFRESCOS, SURFACE FINISH TO BE SUITABLE FOR TILING BY OWNER AFTER HANDOVER.

BAS
REFER TO ENGINEERS DETAILS

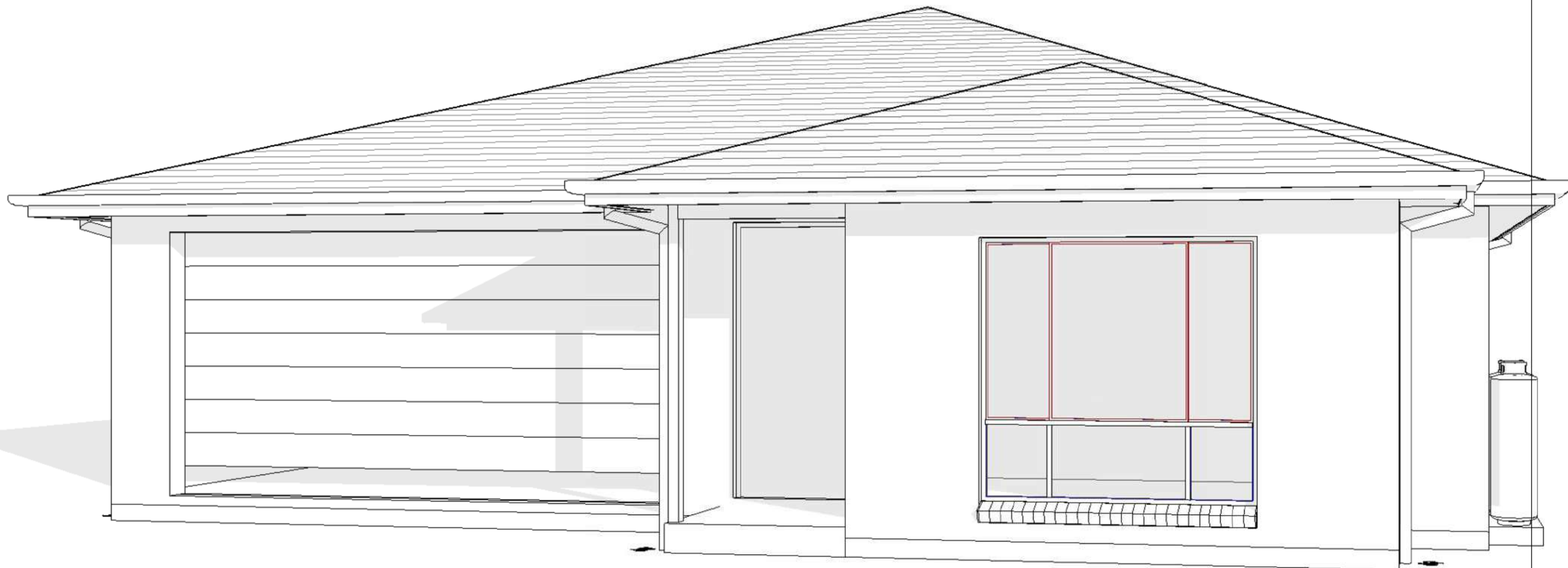
ACID SULPHATE AFFECTED
NO CONSTRUCTION UPGRADES REQUIRED

MINE SUBSIDENCE



DRAWING SCHEDULE

No.	DRAWING TITLE	REV
00	COVER SHEET	6
01	SITE PLAN	6
02	FLOOR PLAN	6
03	ELEVATIONS	6
04	ELEVATIONS	6
05	SECTIONS/SCHEDULES	6
06	SITE ANALYSIS	6
07	SEDIMENT CONTROL	6
08	CONCEPT DRAINAGE	6
09	CONCEPT LANDSCAPE	6
10	CONCRETE SLAB PLAN	6
11	ELECTRICAL PLAN	6
13	NOTIFICATION	6



FLOOD LEVEL -	N/A		
BAL RATING -	N/A	1	1. COUNCIL SUBMISSION 2.
WIND CLASS -	N1	REV.	DESCRIPTION
SLAB CLASS -	M	REVISION DESCRIPTION	
		REVISION SCHEDULE	

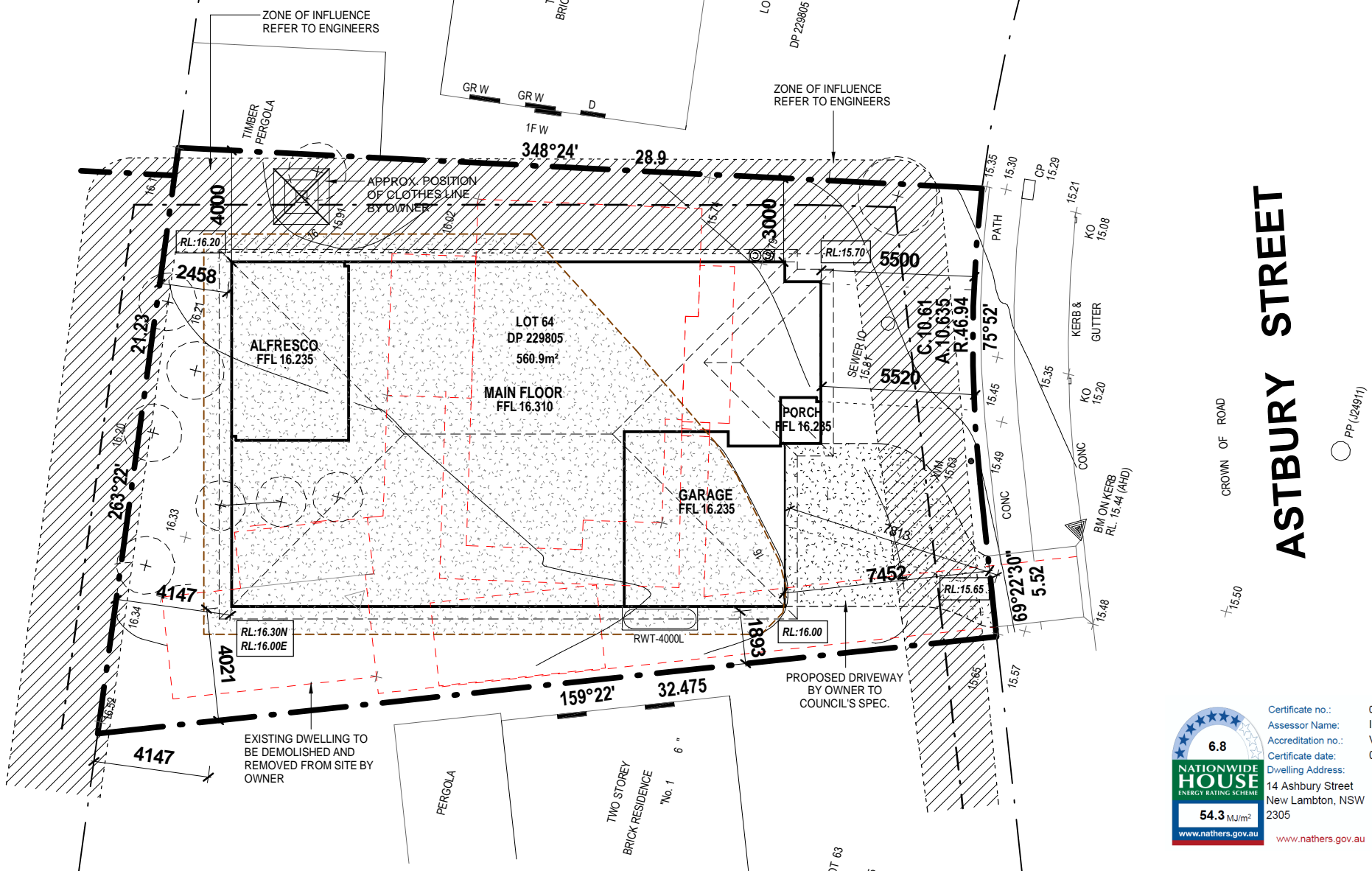
6	COUNCIL PLAN 5	01.11.19	MAG
5	COUNCIL PLAN 4	13.09.19	MAG
4	COUNCIL PLAN 3	12.07.19	MAG
3	COUNCIL PLAN 2	30.05.19	MAG
2	COUNCIL PLAN 1	15.02.18	MAG
1	CONTRACT PLAN 1	15.02.18	MAG
Rev.	ISSUE STATUS	Date	Issued by

<p>CNR. SAPHO ROAD AND HUME HIGHWAY, WARWICK FARM, NSW 2170 PH: 1300 4HOMES (1300 446 637) WWW.MASTERTON.COM.AU LICENCE No. 35558C / ABN. 52 002 873 047</p>	<p>COPYRIGHT Masterton Homes is the legal and beneficial owner of the copyright in this plan and no part of this plan may be reproduced. Unauthorised use, copy, amendment or adaption will be prosecuted.</p>	<p>GENERAL NOTE Do not scale drawings use figured dimensions only. Check & verify dimension & levels prior to the commencement of any work. All discrepancies to be reported to the drafting office.</p>	<p>CLIENT'S SIGNATURE 1</p> <p>CLIENT'S SIGNATURE 2</p> <p>I ACCEPT AND UNDERSTAND THE PLANS AND DOCUMENTS THAT HAVE BEEN PROVIDED TO ME BY MASTERTON HOMES</p>	<p>For: MR HARLAND & MS COOPER</p> <p>Address: No.14 ASHBURY STREET, NEW LAMBTON</p> <p>Lot No: 65 DP:</p> <p>Council: NEW CASTLE</p>	<p>North Point</p>	<p>DWG: COVER SHEET</p> <p>Design: SONATA GARAGE LHS</p> <p>Facade: TRADITIONAL</p> <p>Edition: ULTIMATE INCLUSIONS</p>	<p>Stage: COUNCIL PLAN 5</p> <p>Garage Location: LHS</p>	<p>Drawn Date: 15.02.18</p> <p>Drawn By: MAG</p> <p>Rev. Date: 01.11.19</p> <p>Scale @ A3: 1 : 1</p>	<p>Job No. 2013100</p> <p>Sheet No. 00</p> <p>Revision: 6</p>
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DRIVEWAY GRADIENT	SITE ACCESS	ITEMS BY OWNER	EXCAVATION & SITE NOTES	BASIX & SITE INFORMATION
GARAGE RL: 16.235 585 7.5% BOUNDARY RL: 15.65 7813	1. ALL ACCESS TO SITE IS TO BE APPROVED BY SITE SUPERVISOR. 2. DO NOT WORK OUTSIDE OF APPROVED HOURS UNLESS APPROVED BY COUNCIL. 3. COUNCIL HOURS SET AS: MONDAY TO FRIDAY 7.00AM - 5.00PM SATURDAY 7.00AM - 2.00PM SUNDAY - NO WORK PUBLIC HOLIDAYS - NO WORK	1. ALL RETAINING WALLS TO BE COMPLETED TO ENG'S DETAILS (IF REQUIRED). 2. DISH DRAINS (IF REQUIRED) TO AUTHORITIES' REQUIREMENTS. 3. DEMOLITION BY OWNER - ALL EXISTING TREES, STUMPS, CONCRETE PATHS, BUILDINGS, ETC., TO BE DEMOLISHED FROM BUILDING AREA PRIOR TO SECOND SITE INSPECTION. 4. CONNECTION TO SEWER AND DRAINAGE EASEMENT TO BE TERMINATED AND CAPPED OFF BY OWNER'S TRADES PRIOR TO COMMENCEMENT OF WORKS BY MASTERTON.	1. EXCAVATE/FILL: TO FORM DATUM APPROXIMATE - 300mm EXTENT OF EXCAVATION & BATTER TO BE DETERMINED ON SITE. BACKFILL AGAINST FOOT OF SLAB. 2. SITE NOT FLOOD AFFECTED-DESIGN LEVELS MAY VARY BY +/- 100mm. 3. SITE FLOOD AFFECTED-REFER TO FLOOD LEVEL BELOW. 4. SEWER CONNECTION TO AUTHORITIES REQUIREMENTS AS PER TENDER. 5. WATER CONNECTION TO SUPPLY AUTHORITIES MAIN AS PER TENDER. 6. TEMPORARY PROTECTIVE FENCING TO BLOCK TO MEET SAFETY REQUIREMENTS. 7. SITE LEVELS SUBJECT TO SECOND SITE INSPECTION (KNOCKDOWN AND REBUILDS ONLY) 8. WATER TO RESULTS OF A SURVEY TO CONFIRM HOUSE / BOUNDARY POSITIONS AND DRIVEWAY GRADIENT. 9. SUBJECT TO POSITION OF SERVICES. 10. PROVIDE A CHECK SURVEY TO CERTIFY COUNCIL APPROVED FFL.	BASIX CERTIFICATE No. 904377S_02 DA No. 00000 PROJECT SITE DETAILS LOT No. / HOUSE No. 64 (No.14) DP NUMBER: 229805 SITE AREA: 560.90 HOUSE AREA: (MEASURED FROM EXTERNAL FACE OF EXTERNAL WALL) GROUND FLOOR: 190.84 FIRST FLOOR: N/A GARAGE: 35.08 PORCH: 1.95 ALFRESCO: 25.35 TOTAL HOUSE AREA: 253.22 NO. OF BEDROOMS: 4 ROOF AREA: 303.42 TOTAL ROOF AREA MEASURED TO OUTSIDE OF GUTTERS. EXCLUDES PARAPETS & TRAFFICABLE TERRACES. (GUTTER WIDTH 150mm). DRIVEWAY / PATHS TO BOUNDARY: 34.49 GARDEN & LAWN AREA 273.19 STORMWATER MIN. RAINWATER TANK CAPACITY 4000 L MIN. ROOF AREA CONNECTED TO RAINWATER - (REFER TO BASIX CERTIFICATE) 100.00 RAINWATER USES: GARDEN TAPS, TOILET, LAUNDRY REMAINDER OF ROOFWATER & OVERFLOW TO: KERB HYDRAULIC DESIGN REQUIRED: No (IF YES, REFER TO HYDRAULICS ENGINEERS DRAWINGS) WATER KITCHEN TAP FITTING RATING: 4 STAR SHOWER HEAD RATING: 3 STAR TOILET RATING: DUAL FLUSH (3/6 litre) 4 STAR BATHROOM TAP FITTING RATING: 4 STAR THERMAL COMFORT/ENERGY EXTERNAL WALL SURFACE: BRICK EXTERNAL WALL INSULATION: R 1.5 WALL COLOUR: MEDIUM ROOFING MATERIAL: TILES ROOF INSULATION: SARKING ROOF COLOUR: DARK CEILING INSULATION: R 4.1 AIR CONDITIONING INCLUDED: Yes EER: 26-30 OR HIGHER HOT WATER SYSTEM: LPG GAS BOTTLES STAR RATING: 6 STAR COMPACT FLUORESCENT LIGHTING: AS PER BASIX COOKING APPLIANCES: GAS / ELECTRIC CLOTHES DRYING LINE REQUIRED: AS PER BASIX WIND DRIVEN VENTILATORS REQUIRED/QTY: N/A WIP (WORKS IN PROGRESS) DRAINAGE REQUIRED: No SITE COVERAGE MAXIMUM: 0.6:1 336.54 PROPOSED: 0.4:1 225.92 PRIVATE OPEN SPACE MIN. REQ: 12.00 PROVIDED: 131.22 CARPARKING MIN. REQ: 2 PROVIDED: 2 LANDSCAPING MIN. REQ: 112.18 PROVIDED: 273.19 BUILDING HEIGHT MAX. ALLOWED: 8.50 m PROVIDED: 5.42 m FLOOD LEVEL - N/A BAL RATING - N/A WIND CLASS - N1 SLAB CLASS - M



Certificate no.: 0004333035
 Assessor Name: Ian Fry
 Accreditation no.: VIC/BDV/12/1441
 Certificate date: 04 Nov 2019
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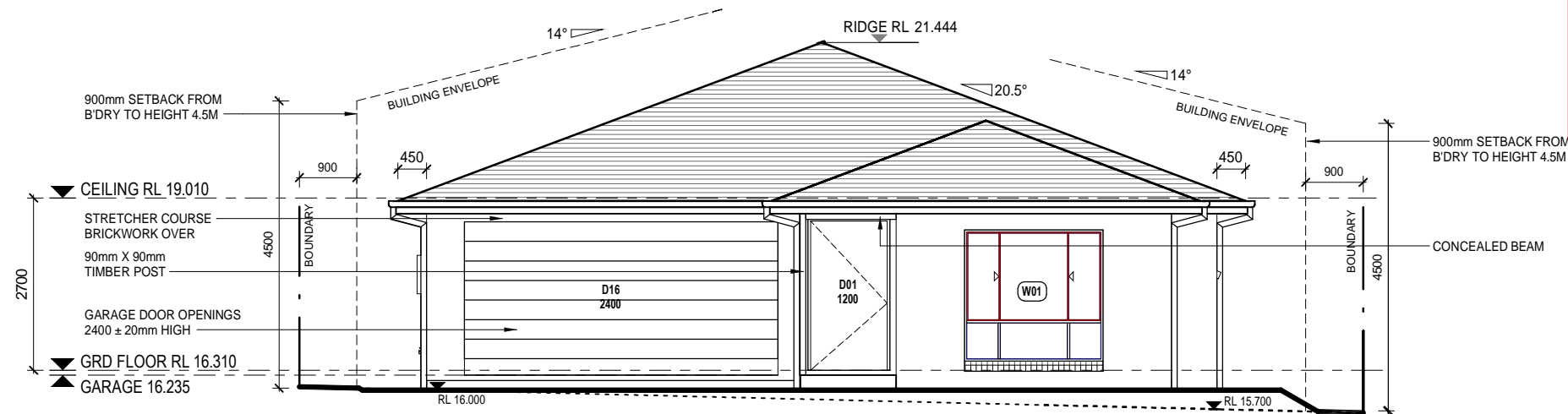
6.8
NATIONWIDE HOUSE ENERGY RATING SCHEME
54.3 MJ/m²
 www.nathers.gov.au

SYMBOLS AND ABBREVIATIONS		
HYD - HYDRANT	PP - POWERPOLE	RWSP - RECYCLED WATER STAND PIPE
CP - COMMUNICATIONS PIT	INV - INVERT REDUCED LEVEL	AHD - AUSTRALIAN HEIGHT DATUM
AC - ACCESS CHAMBER	KO - KERB OUTLET	BM - BENCH MARK
WM - WATER METER	TK - TOP OF KERB	TB - TOP OF BANK
GP - GRATED PIT	LP - LIGHT POLE	BB - BOTTOM OF BANK
VC - VEHICLE CROSSING	IO - SEWER INSPECTION POINT	EB - EDGE OF BITUMEN
GM - GAS METER	-E- OVERHEAD ELEC LINE	ST - SMALL TREE O 0.15 - 0.3
LIN - LINTEL	TOW - TOP OF WALL	MT - MEDIUM TREE O 0.35 - 0.55
FP - FUSE PILLAR	BOW - BOTTOM OF WALL	LT - LARGE TREE O 0.6 +
RL - REDUCED LEVEL	GL - GUTTER LEVEL	S.V. - STOP VALVE
STT - STREET TREE	WSP - WATER STAND PIPE	PC - PRAM CROSSING

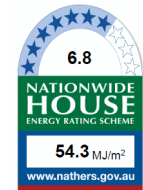
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	Location: L:\2013100 - COOPER\Rev\2013100-COOPER - SONATA-TRADITIONAL-LHS.rvt Plot Date: 1/11/2019 3:06:06 PM									

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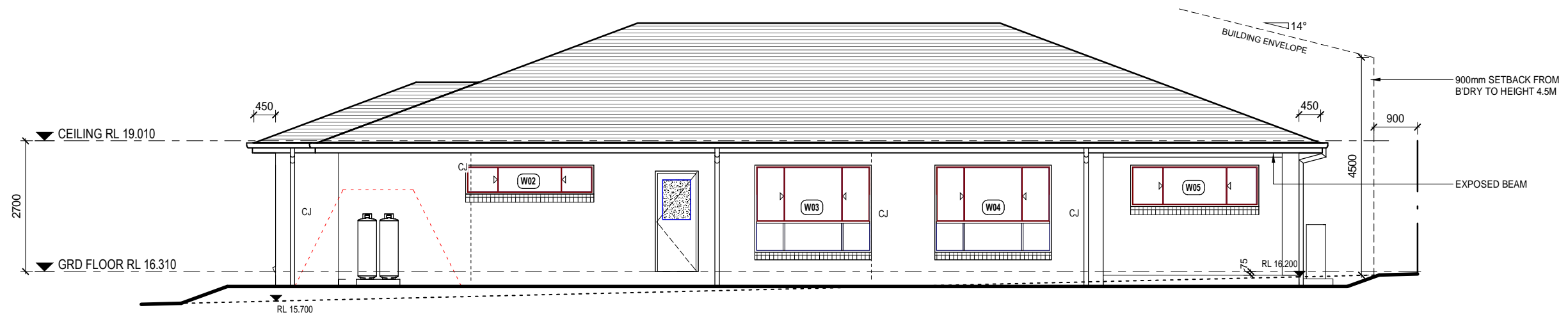
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SOUTH ELEVATION - FRONT



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 Accreditation no.: VIC/BDAV/12/1441
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 Dwelling Address:
 14 Ashbury Street
 New Lambton, NSW
 2305
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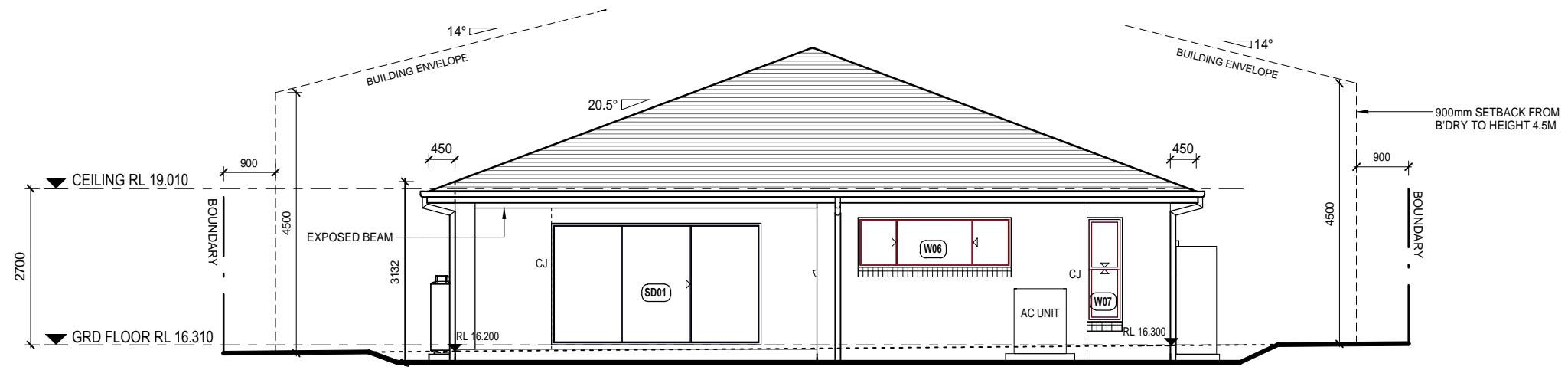
EAST ELEVATION - RIGHT

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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		Location: L:\2013100 - COOPER\Revit\2013100-COOPER - SONATA-TRADITIONAL-LHS.rvt											

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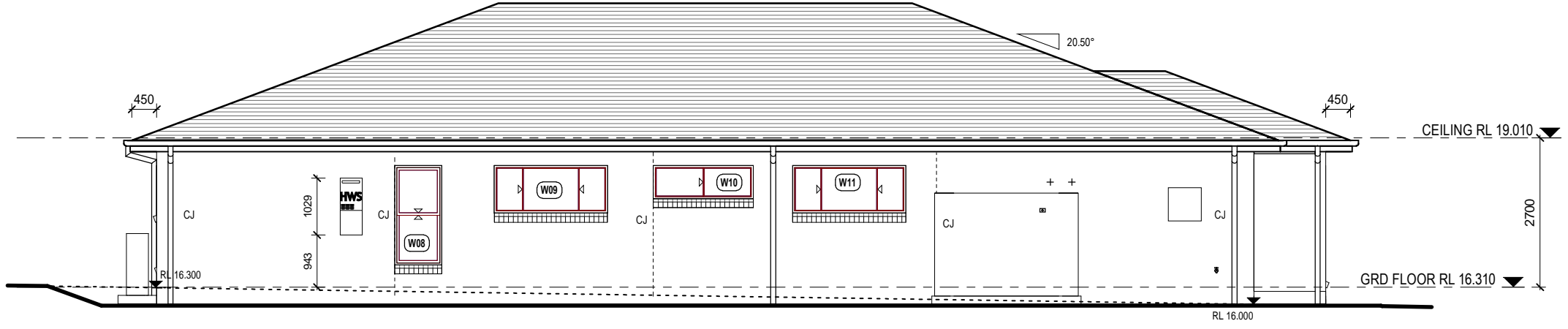
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NORTH ELEVATION - REAR

NATIONWIDE HOUSE ENERGY RATING SCHEME
6.8
54.3 MJ/m²
www.nathers.gov.au

Certificate no.: 0004333035
 Assessor Name: Ian Fry
 Accreditation no.: VIC/BDV/12/1441
 Certificate date: 04 Nov 2019
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 14 Ashbury Street
 New Lambton, NSW
 2305
www.nathers.gov.au



WEST ELEVATION - LEFT

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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		Location: L:\2013100 - COOPER\Revit\2013100-COOPER - SONATA-TRADITIONAL-LHS.rvt	Plot Date: 1/11/2019 3:06:11 PM				

All permanent bracing in accordance with AS 1684 - Timber Framing Code Wind velocity - N1

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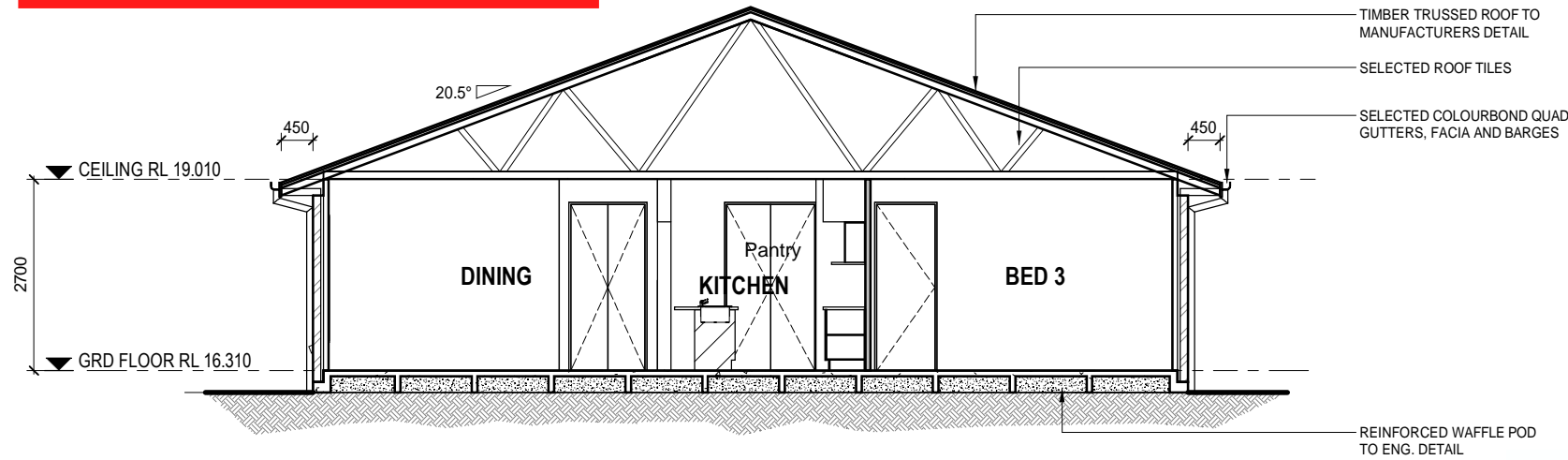
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FRAMING NOTES
 SQ. SET OPENINGS TO GROUND FLOOR 2340mm HIGH (UNLESS SPECIFIED ON FLOOR PLANS)
 ALL CJ (CONSTRUCTION JOINTS) REQUIRES A STUD WITHIN 300mm ON EITHER SIDE FOR NAILING OF WALL TILES.
 PROVIDE TERMITE RESISTANT TREATED TIMBER FRAME AND ROOF TRUSSES (INCLUDING FLOORING IN TWO STOREY DESIGNS).

INSULATION REQUIREMENTS
 R1.5 BRADFORD INSULATION BATTS TO EXTERNAL FRAMED WALLS OF LIVING AREAS & INCLUDING WALLS BETWEEN GARAGE & LIVING AREAS
 R4.1 BRADFORD INSULATION BATTS TO CEILINGS OF LIVING AREAS (EXCLUDING GARAGE)
 SARKING TO UNDERSIDE OF THE ROOF TILES

WINDOW & SLIDING DOOR Schedule

Type	Window No.	Height	Width	Window Style	Glazing
W	01	2057	2170	SLIDING	CLEAR
W	02	600	2650	SLIDING	CLEAR
W	03	1800	2410	SLIDING	CLEAR
W	04	1800	2410	SLIDING	CLEAR
W	05	857	2650	SLIDING	CLEAR
W	06	857	2650	SLIDING	CLEAR
W	07	1800	610	DOUBLE HUNG	CLEAR
W	08	1800	850	DOUBLE HUNG	OBSCURE/TG
W	09	857	2050	SLIDING	CLEAR
W	10	600	1810	SLIDING	OBSCURE/TG
W	11	857	2050	SLIDING	CLEAR
SD	01	2100	3624	SLIDING DOOR	CLEAR



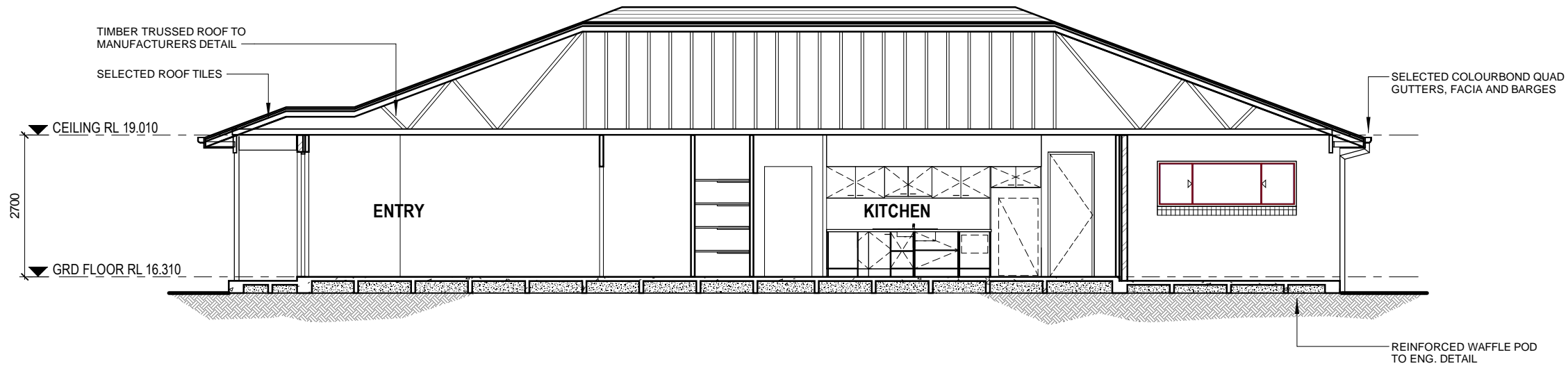
SECTION A-A

6.8
NATIONWIDE HOUSE ENERGY RATING SCHEME
54.3 MJ/m²
 www.nathers.gov.au

Certificate no.: 0004333035
 Assessor Name: Ian Fry
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DOOR Schedule

Door No.	Location	Comments	Height	Width
01	ENTRY		2340	1200
02	ROBE	STUDY/BED 4	2340	2x720
03	HOME THEATRE		2340	820
04	GARAGE	INTERNAL	2340	820
05	LINEN		2340	2x520
06	LAUNDRY		2340	820
07	LAUNDRY	EXTERNAL	2040	820
08	W.I.P		2340	2x620
09	BED 2		2340	820
10	ROBE	BED2	2340	2x720
11	BATH		2340	820
12	BED 3		2340	820
13	ROBE	BED 3	2340	2x720
14	BED 1		2340	820
15	ENS.		2340	
16	GARAGE	PANELIFT DOOR	2400	2400



SECTION B-B

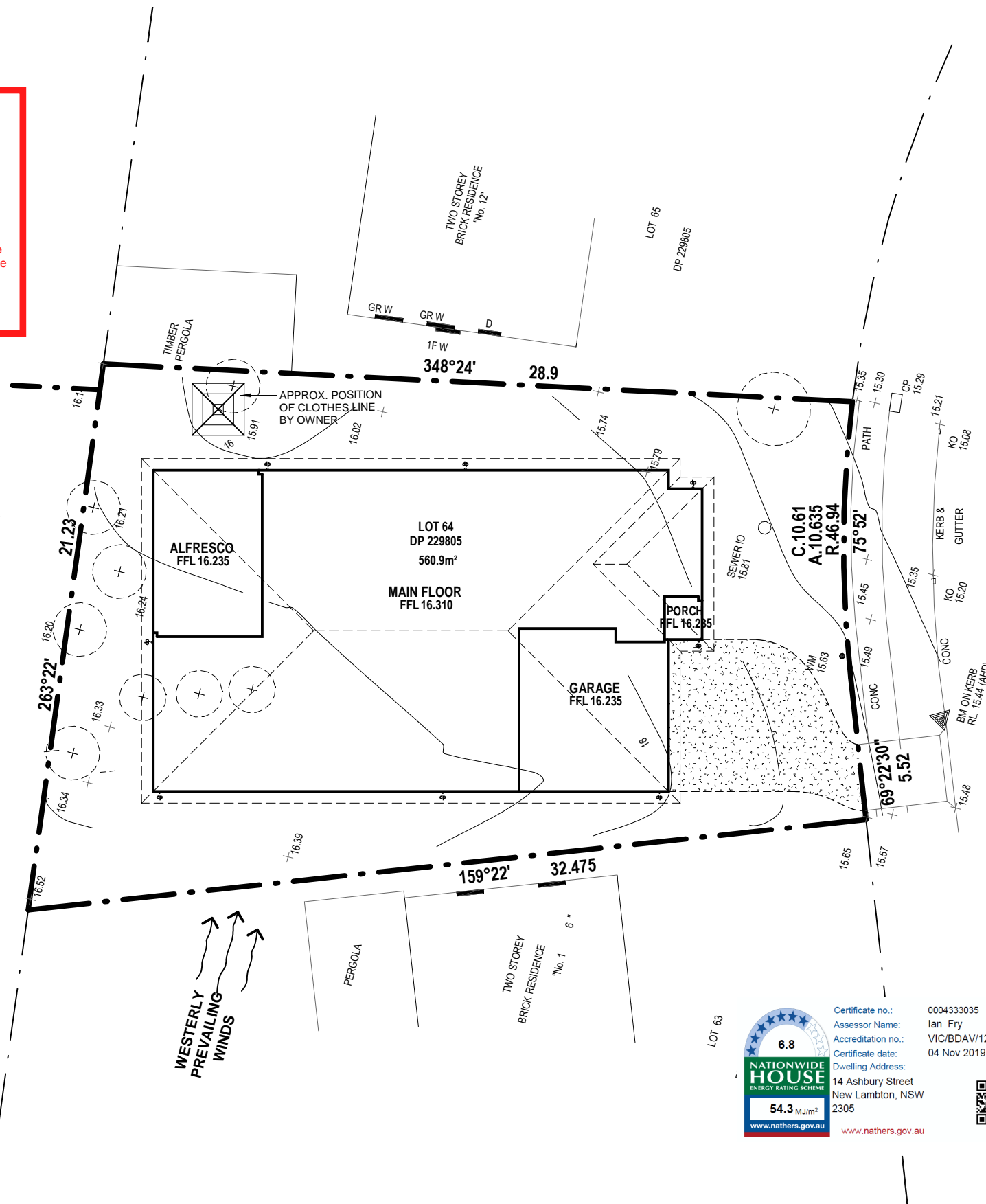
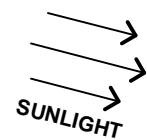
FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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			CLIENT'S SIGNATURE 2	Address: No.14 ASHBURY STREET, NEW LAMBTON			Lot No: 65 DP:	Date:	Drawn By: MAG	Rev. Date: 01.11.19	Scale @ A3: 1 : 100	Sheet No. 05
I ACCEPT AND UNDERSTAND THE PLANS AND DOCUMENTS THAT HAVE BEEN PROVIDED TO ME BY MASTERTON HOMES			DATE	Council: NEW CASTLE		Garage Location: LHS	Drawn Date: 15.02.18	Scale @ A3: 1 : 100	Sheet No. 05	Revision: 6	Plot Date: 1/11/2019 3:06:12 PM	

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ASTBURY STREET
 CROWN OF ROAD
 SOUTHERLY PREVAILING WINDS

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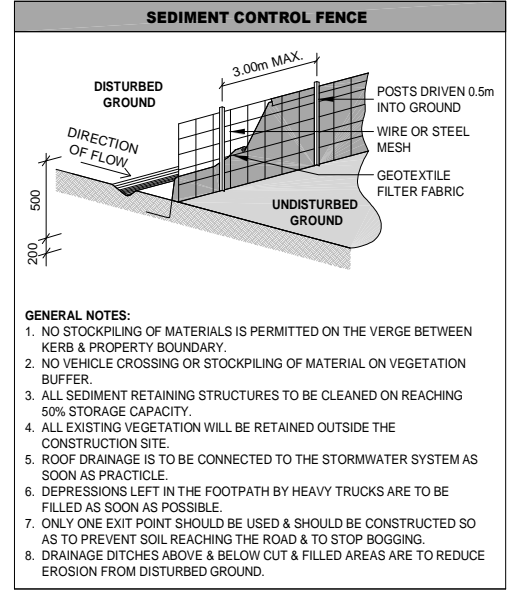
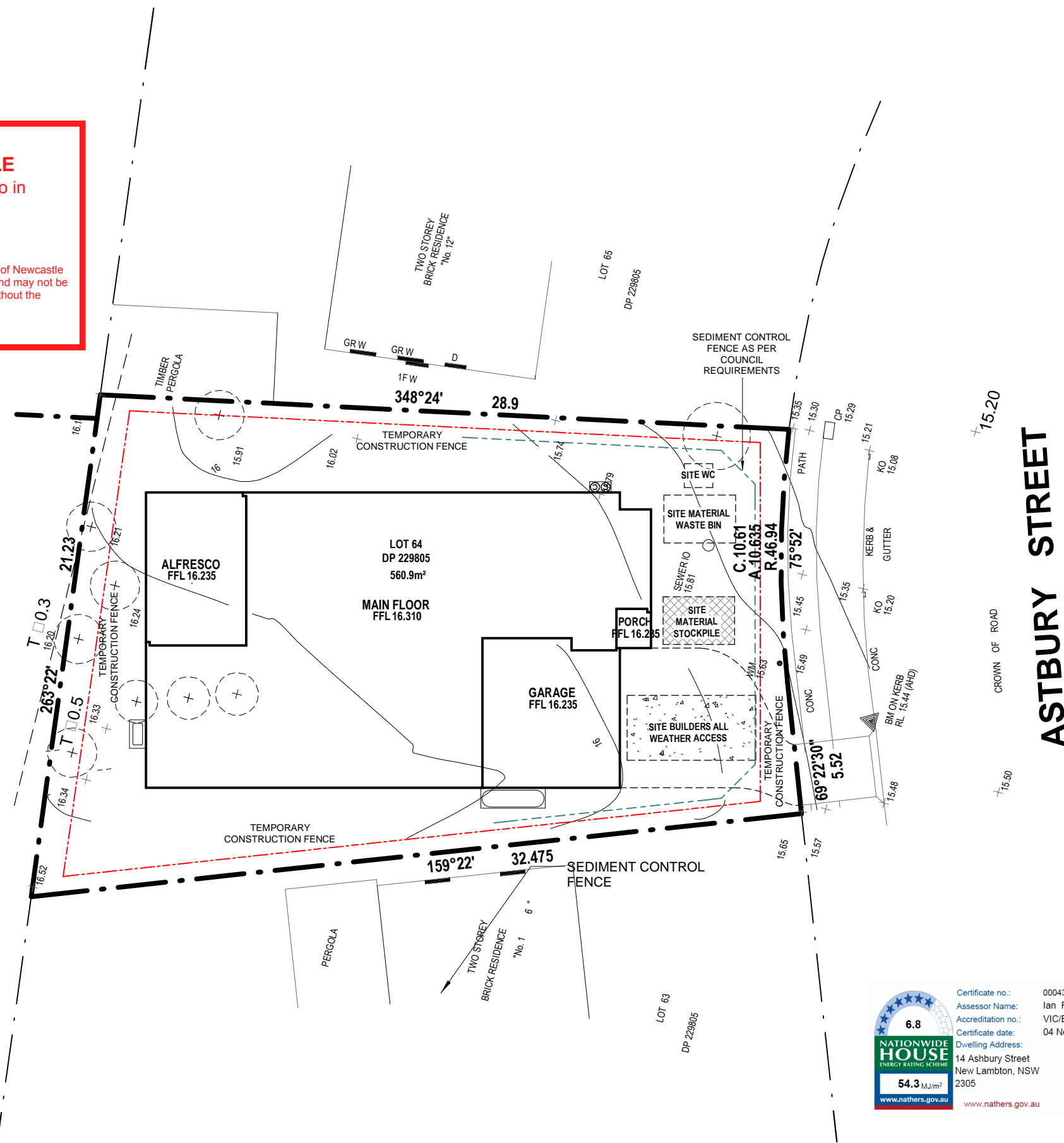
NATIONWIDE HOUSE ENERGY RATING SCHEME
 6.8
 54.3 MJ/m²
 www.nathers.gov.au

FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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			CLIENT'S SIGNATURE 2	Address: No.14 ASHBURY STREET, NEW LAMBTON								
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6.8

NATIONWIDE HOUSE ENERGY RATING SCHEME

54.3 MJ/m²

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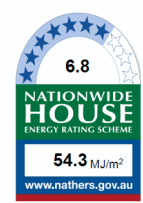
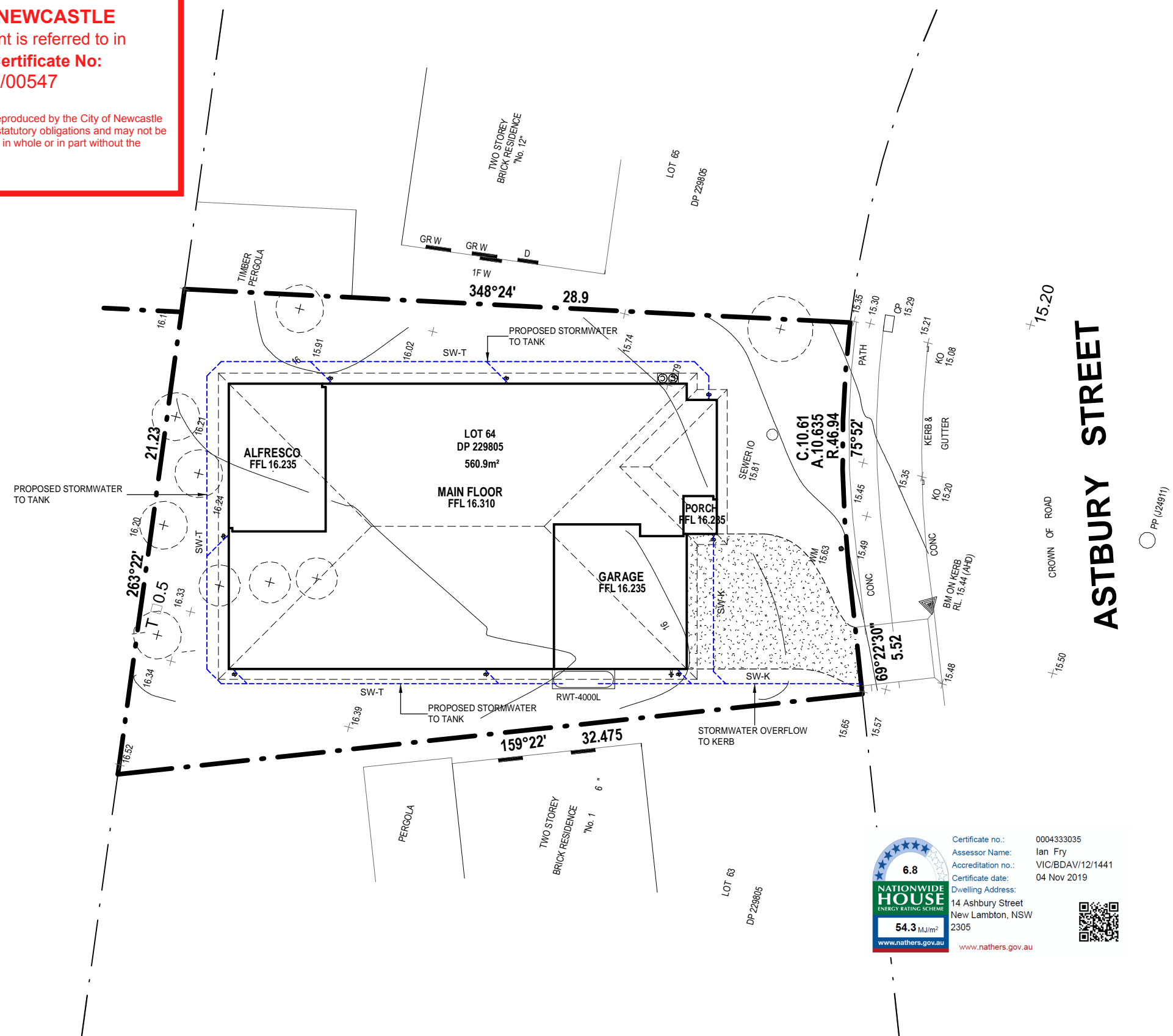
FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

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- CONCRETE / PLUMBING NOTES**
1. CONCRETE SLAB PLAN IS TO BE READ IN CONJUNCTION WITH ARCHITECTURALS & ENGINEERS DETAILS.
 2. CONCRETE SLAB PLAN TO BE CHECKED BY SITE SUPERVISOR BEFORE POURING CONCRETE.
 3. ALL PLUMBING AND DRAINAGE SETOUTS TO BE CHECKED BY PLUMBER BEFORE POURING OF CONCRETE.
 4. **STACK POINTS (SP)** - FINAL LOCATIONS MAY VARY ON SITE. TO BE COORDINATED BY SUPERVISOR AND PLUMBER.
 5. **SHOWER FLOOR WASTE** - DIMENSIONED TO CENTRE OF SHOWERS.
 6. **SHOWER GRATED DRAINS** - DIMENSIONED TO EDGE OF WALL FACE.
 7. **GENERAL FLOOR WASTE** - FINAL SETOUT TO BE COORDINATED BY PLUMBER.
 8. **BATH WASTE** - FINAL SETOUT TO BE COORDINATED BY PLUMBER.
 9. **TANK OVERFLOW** - 2 x CAPPED OFF POINTS CONNECTED TO RAINWATER TANK OVERFLOW LINE TO BE COORDINATED ON SITE BY SUPERVISOR AND PLUMBER.
 10. ALL EXTERNAL PATIOS / ALFRESCOS: SURFACE FINISH TO BE SUITABLE FOR TILING BY OWNER AFTER HANDOVER.



Certificate no.: 0004333035
 Assessor Name: Ian Fry
 Accreditation no.: VIC/BD/AV/12/1441
 Certificate date: 04 Nov 2019
 Dwelling Address:
 14 Ashbury Street
 New Lambton, NSW
 2305



FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

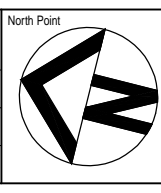


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CLIENT'S SIGNATURE 1
 CLIENT'S SIGNATURE 2
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 DATE

For: **MR HARLAND & MS COOPER**
 Address: **No.14 ASHBURY STREET, NEW LAMBTON**
 Lot No: **65** DP:
 Council: **NEW CASTLE**



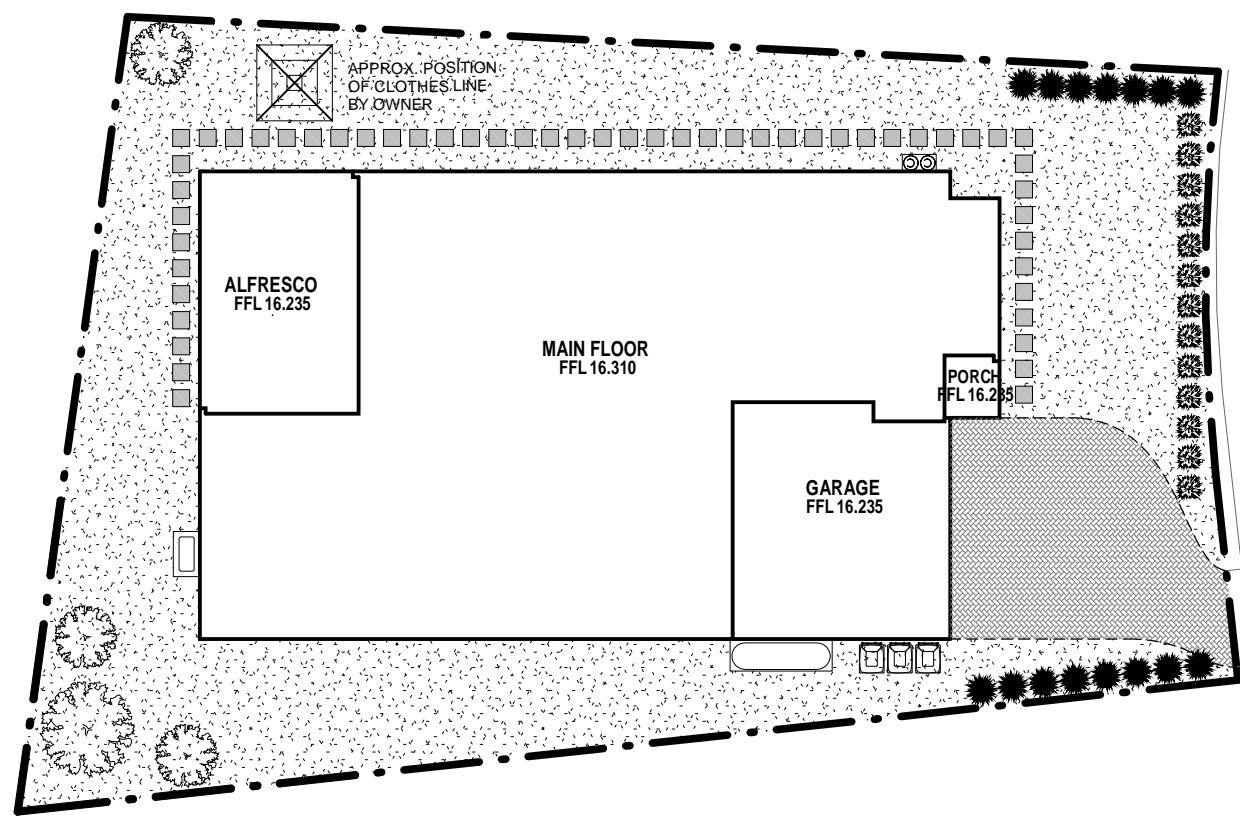
DWG: **CONCEPT DRAINAGE**
 Design: **SONATA GARAGE LHS**
 Facade: **TRADITIONAL**
 Edition: **ULTIMATE INCLUSIONS**
 Garage Location: **LHS**

Stage:				COUNCIL PLAN 5		2013100		JOB No.	
Drawn Date:	Drawn By:	Rev. Date:	Scale @ A3:	Sheet No.	Revision:				
15.02.18	MAG	01.11.19	1 : 200	08	6				

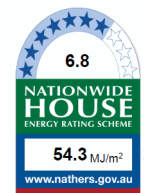
LANDSCAPE LEGEND	
	LARGE TREES
	MEDIUM TREES
	SMALL TREES
	LARGE SHRUBS
	SMALL SHRUBS
	HEDGE
	PAVERS
	RUBBISH BINS
	TURF
	PAVING
	PEBBLES

NOTES:

- MASTERTON HOMES WILL PROVIDE THE LEVEL OF INCLUSIONS AS DETAILED WITHIN THE BUILDING TENDER.
- ALL OTHER ITEMS THAT MAY APPEAR ON THIS CONCEPT LANDSCAPE PLAN ARE NOT INCLUDED AND WILL NOT BE PROVIDED.
- THE CONCEPT LANDSCAPE PLAN IS PRODUCED TO ALLOW FOR RELEVANT APPROVALS TO CONSTRUCT THE HOME.
- ALL OTHER REQUIREMENTS OF THE DEVELOPER OR OTHER AUTHORITIES ARE TO BE COMPLETED BY THE OWNER.



ASTBURY STREET



Certificate no.: 0004333035
 Assessor Name: Ian Fry
 Accreditation no.: VIC/BDAV/12/1441
 Certificate date: 04 Nov 2019
 Dwelling Address:
 14 Ashbury Street
 New Lambton, NSW
 2305
www.nathers.gov.au

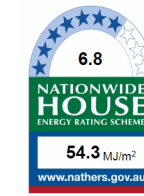
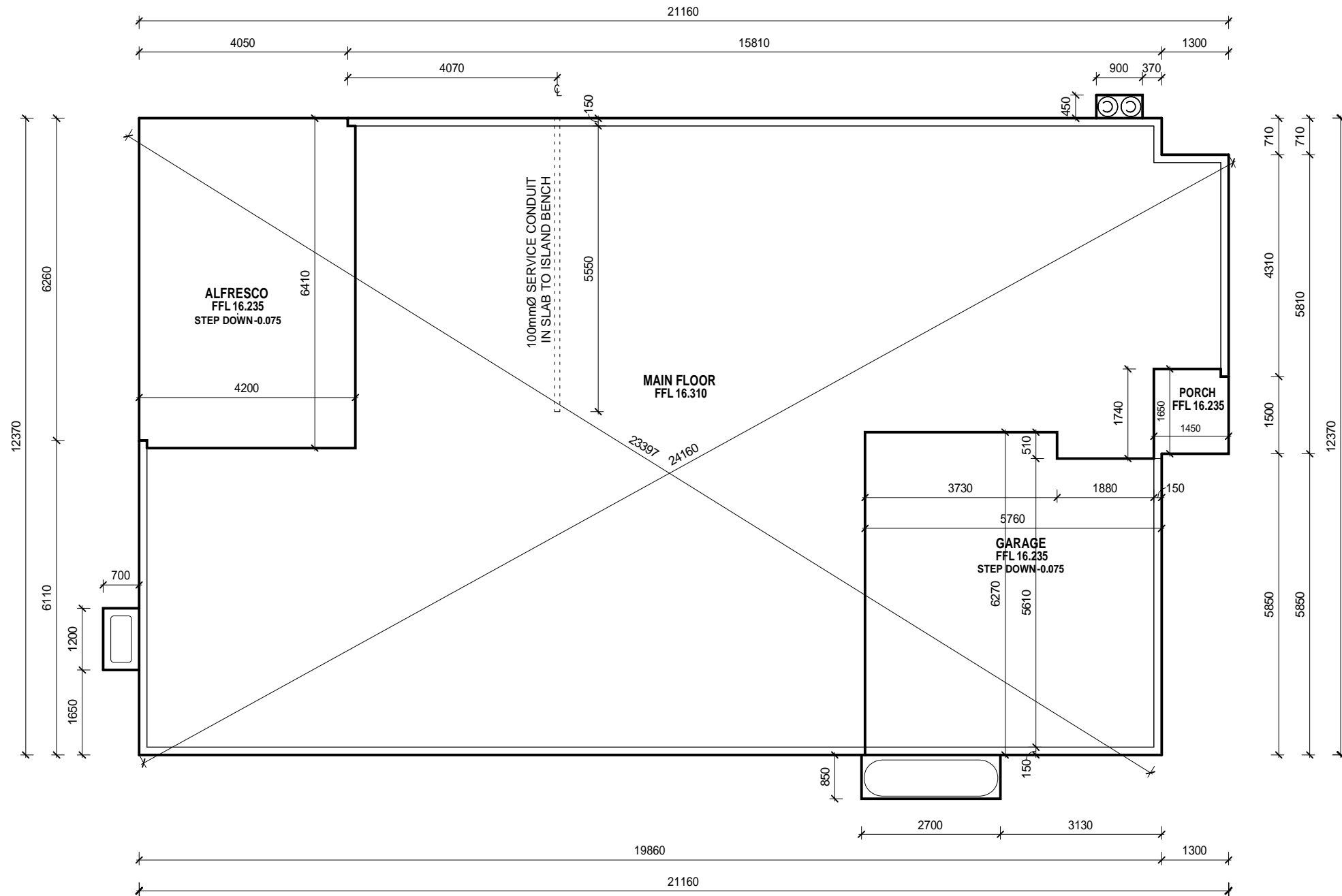


FLOOD LEVEL -	N/A
BAL RATING -	N/A
WIND CLASS -	N1
SLAB CLASS -	M

 CNR. SAPHO ROAD AND HUME HIGHWAY, WARWICK FARM, NSW 2170 PH-1300 4HOMES (1300 446 637) WWW.MASTERTON.COM.AU LICENCE No. 35558C / ABN. 52 002 873 047	COPYRIGHT Masterton Homes is the legal and beneficial owner of the copyright in this plan and no part of this plan may be reproduced. Unauthorised use, copy, amendment or adaptation will be prosecuted.	GENERAL NOTE Do not scale drawings use figured dimensions only. Check & verify dimension & levels prior to the commencement of any work. All discrepancies to be reported to the drafting office.	CLIENT'S SIGNATURE 1	For: MR HARLAND & MS COOPER	North Point 	DWG: CONCEPT LANDSCAPE	COUNCIL PLAN 5 2013100				JOB No.	
			CLIENT'S SIGNATURE 2	Address: No.14 ASHBURY STREET, NEW LAMBTON		Design: SONATA GARAGE LHS Edition: ULTIMATE INCLUSIONS					Stage: 15.02.18	Drawn By: MAG
			Lot No: 65 DP:	Council: NEW CASTLE	Facade: TRADITIONAL Garage Location: LHS	Drawn Date: 15.02.18	Drawn By: MAG	Rev. Date: 01.11.19	Scale @ A3: 1 : 200	Sheet No.: 09	Revision: 6	

CONCRETE / PLUMBING NOTES

1. CONCRETE SLAB PLAN IS TO BE READ IN CONJUNCTION WITH ARCHITECTURALS & ENGINEERS DETAILS.
2. CONCRETE SLAB PLAN TO BE CHECKED BY SITE SUPERVISOR BEFORE POURING CONCRETE.
3. ALL PLUMBING AND DRAINAGE SETOUTS TO BE CHECKED BY PLUMBER BEFORE POURING OF CONCRETE.
4. **STACK POINTS (SP)** - FINAL LOCATIONS MAY VARY ON SITE. TO BE COORDINATED BY SUPERVISOR AND PLUMBER.
5. **SHOWER FLOOR WASTE** - DIMENSIONED TO CENTRE OF SHOWERS.
6. **SHOWER GRATED DRAINS** - DIMENSIONED TO EDGE OF WALL FACE.
7. **GENERAL FLOOR WASTE** - FINAL SETOUT TO BE COORDINATED BY PLUMBER.
8. **BATH WASTE** - FINAL SETOUT TO BE COORDINATED BY PLUMBER.
9. **TANK OVERFLOW** - 2 x CAPPED OFF POINTS CONNECTED TO RAINWATER TANK OVERFLOW LINE TO BE COORDINATED ON SITE BY SUPERVISOR AND PLUMBER.
10. ALL EXTERNAL PATIOS / ALFRESCOS. SURFACE FINISH TO BE SUITABLE FOR TILING BY OWNER AFTER HANDOVER.



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 Assessor Name: Ian Fry
 Accreditation no.: VIC/BDV/12/1441
 Certificate date: 04 Nov 2019

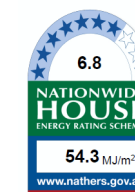
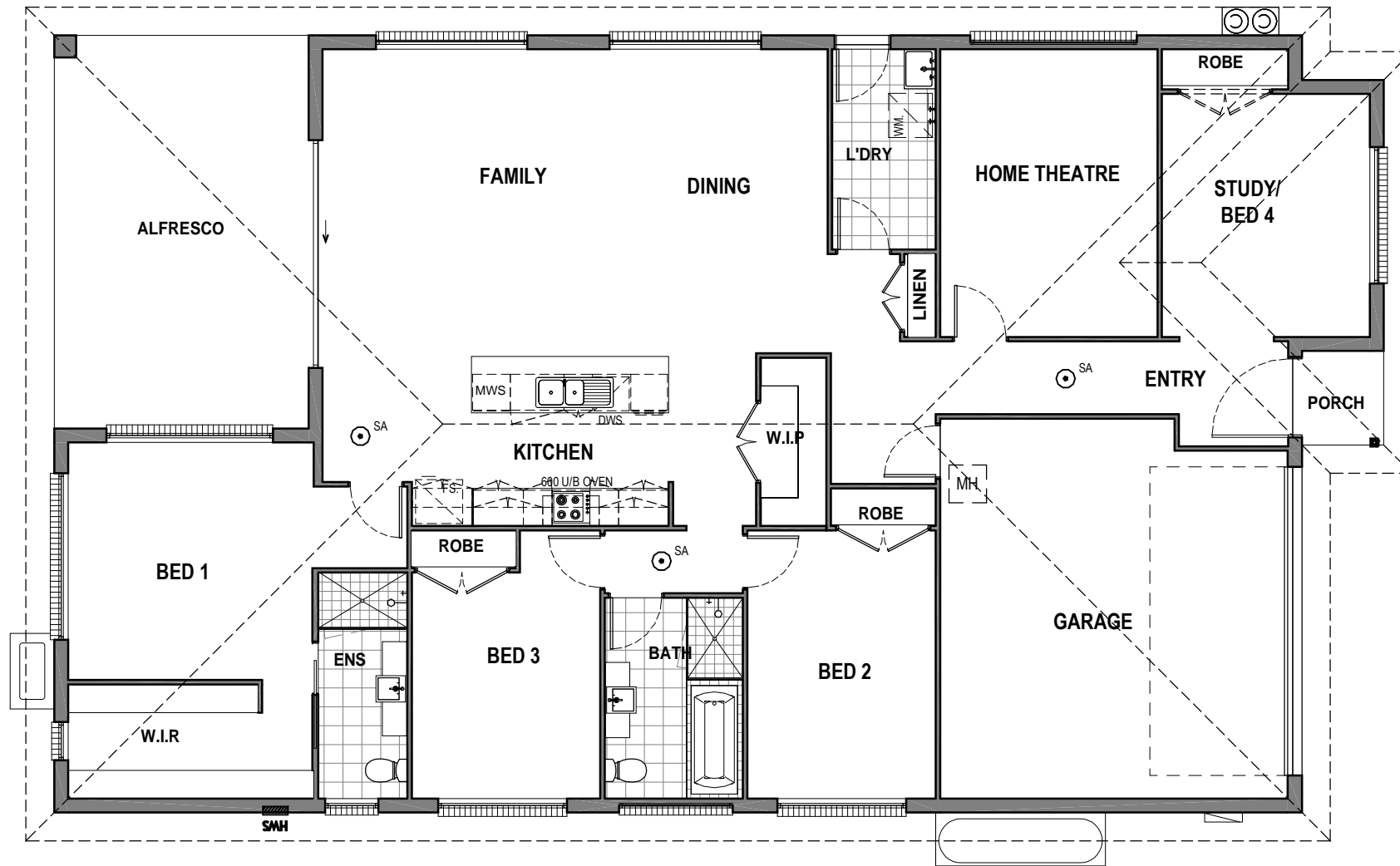
Dwelling Address:
 14 Ashbury Street
 New Lambton, NSW
 2305



FLOOD LEVEL	N/A
BAL RATING	N/A
WIND CLASS	N1
SLAB CLASS	M

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		CLIENT'S SIGNATURE 2	Address: No.14 ASHBURY STREET, NEW LAMBTON		Design: SONATA GARAGE LHS		Drawn Date: 15.02.18	Drawn By: MAG
		I ACCEPT AND UNDERSTAND THE PLANS AND DOCUMENTS THAT HAVE BEEN PROVIDED TO ME BY MASTERTON HOMES	Lot No: 65 DP:		Facade: TRADITIONAL	Garage Location: LHS		
			Council: NEW CASTLE		Edition: ULTIMATE INCLUSIONS			

MASTERTON HOMES ELECTRICAL STANDARDS			
SCHEDULE	DPP	SPP	LIGHT POINT
BATHROOM	1		1
BEDROOM - MASTER / BED 1	2		1
BEDROOMS - ALL OTHER (INCLUDES GUEST)	1		1
DINING	1		1
ENSUITE	1		1
FAMILY ROOM	2		2
GARAGE	1		2
GREAT ROOM	2		2
HOME THEATRE	1		1
KITCHEN	2		1
LAUNDRY	1		1
LIVING / LOUNGE ROOM	1		1
POWDER / WC	1		1
STUDY / STUDY NOOK / MEDIA	1		1
WIP / BUTLERS PANTRY			1
ENTRY			1
HALLWAYS (1 PER 3m APPROX.)			1
OUTDOOR - ALFRESCO / BALCONY/ LAUNDRY / PATIO			1
OUTDOOR - GRANNY FLAT			1
STAIRCASE			1
UNDER STAIRCASE STORAGE (DOOR ACCESS)			1
WALK IN ROBES			1
HOME HUB (IF APPLICABLE)	1		
ALARM (IF APPLICABLE)		1	
DISHWASHER		1	
FRIDGE		1	
GARAGE DOOR OPENER		1	
GAS COOKTOP (STAND ALONE)		1	
MICROWAVE (IF APPLICABLE)		1	
RANGEHOOD		1	
MISCELLANEOUS ITEMS - 1 X DATA POINT / 2 X PHONE POINT / 2 X TV POINT			
GENERAL NOTES			
1. ROOM NAMES MAY VARY DEPENDING ON HOUSE DESIGN AND CUSTOMISATION OF STANDARD DESIGN			
2. ALL OTHER ROOMS NOT LISTED IN ABOVE SCHEDULE WILL INCLUDE 1 X DPP / 1 LIGHT POINT			
3. ALFRESCO GREATER THAN 4M - 2 LIGHT POINTS TO BE ALLOWED			
4. TWO WAY SWITCH TO STAIRCASE ONLY (DOUBLE STOREY)			
5. DUCTED EXHAUST FANS PROVIDED TO WET AREAS WITH SHOWER OR AS PER BCA REQUIREMENTS			
6. FINAL ALLOCATION OF POWER POINTS / SWITCHES TO BE CONFIRMED AT ELECTRICAL CONSULTATION			
7. DATA POINT APPLICABLE ONLY WHEN ULTIMATE INCLUSIONS OR EVOLVE LUXURY PACKAGE SELECTED			



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FLOOD LEVEL -	N/A
BAL RATING -	N/A
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<p>CNR. SAPHO ROAD AND HUME HIGHWAY, WARWICK FARM, NSW 2170 PH: 1300 4HOMES (1300 446 637) WWW.MASTERTON.COM.AU LICENCE No. 35558C / ABN. 52 002 873 047</p>	<p>COPYRIGHT Masterton Homes is the legal and beneficial owner of the copyright in this plan and no part of this plan may be reproduced. Unauthorised use, copy, amendment or adaptation will be prosecuted.</p> <p>GENERAL NOTE Do not scale drawings use figured dimensions only. Check & verify dimension & levels prior to the commencement of any work. All discrepancies to be reported to the drafting office.</p>	<p>CLIENT'S SIGNATURE 1</p>	<p>For: MR HARLAND & MS COOPER</p>	<p>North Point</p>	<p>DWG: ELECTRICAL PLAN Design: SONATA GARAGE LHS Edition: ULTIMATE INCLUSIONS</p>	<p>Stage: COUNCIL PLAN 5</p>	<p>JOB No. 2013100</p>
		<p>CLIENT'S SIGNATURE 2</p>	<p>Address: No.14 ASHBURY STREET, NEW LAMBTON</p>				

HIA GENERAL HOUSING SPECIFICATIONS - NSW
(INCORPORATING THE HIA GUIDE TO MATERIALS & WORKMANSHIP)
REVISED SEPTEMBER 2013

THE CITY OF NEWCASTLE

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Construction Certificate No:

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1. INTRODUCTION

1.1 General

This Specification forms part of the *Contract* documents referred to in the building *Contract* and details the works to be executed and the materials to be used in carrying out those works at the site.

This Specification is to be read as a general specification only. The extent of the works shall be governed by the approved plans and other requirements under the *Contract*.

Any works not fully detailed shall, where appropriate, be sufficiently performed if carried out in accordance with the *National Construction Code (NCC) Series*, the relevant manufacturer's instructions or *Engineer's Instructions*.

1.2 Preliminary Use

This Specification forms part of the *Contract* and should be read in conjunction with the other contract documents.

1.3 Prevailing Documents

Where there is a difference between the plans and this Specification, this Specification shall take precedence. The *Builder* must at all times maintain a legible copy of the plans and this Specification bearing the approval of the relevant *Local Authority*.

Otherwise to the extent of any conflict between documents, the order of precedence set out in the building contract shall apply.

1.4 Size and Dimensions

Unless otherwise stated, all dimensions given in this specification are in millimetres and are nominal only.

1.5 Prime Cost and Provisional Sum Items

Prime Cost and Provisional Sums Items are items that the Owner is to select after the contract has been entered into. The prices listed are the *Builder's* reasonable estimate of the "cost price" of those items including GST. The prices listed do not include unquantifiable components including the "*Builder's* margin", cost of cartage and freight.

1.6 Definitions

In this Specification the following definitions shall apply:

- "*NCC*" Series includes *NCC* Series Volume 2, "Building Code of Australia Class 1 and Class 10 Buildings also known as the 'Housing Provisions', *NCC* Series Volume 3 Plumbing Code of Australia is also included.

- "Engineer's instruction" includes any soil classification report, preliminary footings report, construction footings report and any other report, recommendation, site or other instruction, calculations or plans prepared by an engineer in respect of the works.
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- Where the term "Local Authority" is mentioned it shall mean the local council, or other governing authority or private certifier with statutory responsibility for the compliance of the work performed.
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- Where referred to in this Specification, "Regulations" shall mean the building Regulations and Codes (including the NCC, as amended) statutorily enforceable at the time application is made for a construction certificate or other permits, consents or approvals relating to the Contract.
- The "HIA Guide" means the HIA Guide to Materials & Workmanship for Residential Building Work.

Unless the context suggests otherwise, terms used in this Specification shall have the same meaning as in the HIA Building Contract between the *Owner* and the *Builder* ("Contract").

2. STATUTORY REQUIREMENTS

2.1 The Building Works

The building works outlined in the Schedule of Works, annexed to this Specification, shall be constructed in accordance with:

- the *Regulations* and in particular the Performance Requirements referred to in the *NCC*, Housing Provisions, Volume 2;
- any conditions imposed by the relevant development consent or complying development certificate; and
- commitments outlined in the BASIX Certificate

2.2 Compliance with Requirements of Authorities

The *Builder* is to comply with the requirements of all legally constituted authorities having jurisdiction over the building works and the provisions of the *Home Building Act*.

2.3 Electricity

Where there is no existing building, the *Builder* is to make arrangements for any electrical power to be used in the construction of the building works. The cost of providing and installing any poles, wiring, service risers or underground wiring etc, as may be required by the electricity supply authority, shall be borne by the *Owner*.

2.4 Sanitary Accommodation

Prior to the commencement of the building works, unless toilet facilities exist on the site, the *Builder* shall provide temporary toilet accommodation for the use of site personnel. Where the *Local Authority* requires the temporary toilet to be connected to sewer mains, the cost of this work shall be borne by the *Owner*. On completion the *Builder* shall remove the convenience.

3. OWNER'S OBLIGATIONS

3.1 Engineer's Instructions

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If the *Contract* indicates, the *Owner*, at their expense, shall provide the *Builder* with engineer's reports and specifications (including wind and soil classifications) for the foundation or footing requirements.

In these circumstances, if the *Builder* instructs any party to provide such reports, the *Builder* does so only as agent for the *Owner*.

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3.2 Water Supply

Where there is no existing building on the site, the *Owner*, at their expense, shall supply adequate water to the site for construction purposes. The contract documents must include all details for management of water providing clarity for the *Owner* and *Builder* regarding items such as rainwater tanks, septic systems and the like.

3.3 Sanitation

Unless otherwise specified the *Owner* shall supply sewerage connection and pay the standard sewer connection fee to the sewerage supply authority.

4. PLANS, PERMITS AND APPLICATION FEES

4.1 Permits and Fees

Subject to a contrary requirement under the *Contract*, the *Builder* shall lodge all necessary application notices, plans and details with the *Local Authority* for approval prior to commencement of construction.

4.2 Mines Subsidence

In areas affected by mine subsidence, the appropriate authority is to be consulted and any work carried out in accordance with the authority's requirements.

4.3 Setting Out

The *Builder* shall accurately set out the building works in accordance with the site plan and within the boundaries of the site.

5. EXCAVATIONS

5.1 Excavations

The part of the site to be covered by the proposed building or buildings and an area at least 1000mm wide around that part of the site or to the boundaries of the site, whichever is the lesser, shall be cleared or graded as indicated on the site works plan.

Top soil shall be cut to a depth sufficient to remove all vegetation.

Excavations for all footings shall be in accordance with the *Engineer's Instructions* or the *NCC* requirements.

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6. FOUNDATIONS AND FOOTINGS

6.1 Underfloor Fill

Underfloor fill shall be in accordance with the *NCC*.

6.2 Termite Risk Management

Termite treatment shall be carried out in accordance with the *NCC*.

6.3 Vapour Barrier

The vapour barrier installed under slab-on-ground construction shall be installed in accordance with the *NCC*.

6.4 Reinforcement

Reinforcement shall conform and be placed in accordance with the *Engineer's Instructions* and the *NCC*.

Support to all reinforcement shall be used to correctly position and avoid any undue displacement of reinforcement during the concrete placement.

6.5 Concrete

Except where otherwise approved by an engineer, structural concrete shall be in accordance with the *NCC*. Pre-mixed concrete shall be manufactured in accordance with the *NCC* with delivery dockets kept on site or available for inspection by the engineer, or the *Local Authority*.

Concrete shall be placed and compacted in accordance with good building practice and the *NCC*.

6.6 Curing

All concrete slabs shall be cured in accordance with the *NCC*.

6.7 Footings and Slabs on Ground

Concrete slabs and footings shall not be placed until approval to do so is given by the engineer or the *Local Authority*.

Unless otherwise specified bench and floor levels indicated on the site plan shall be regarded as nominal.

6.8 Suspended Slabs

All concrete slabs, other than those supported on solid ground or properly compacted fill, shall be constructed as suspended slabs. These slabs shall be constructed in accordance with the *Engineer's Instructions*.

6.9 Foundation Walls

Where specified, masonry foundation walls are to be built on specified footings to the thickness indicated on the plans and to the height of the underside of the floor bearer or bottom wall plate.

6.10 Sub-Floor Ventilation

All sub floor spaces to suspended ground floors shall be provided with adequate ventilation in accordance with the NCC.

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6.11 Sub-Floor Access

Where required, access to suspended sub floor areas shall be located as indicated on the plan.

7. RETAINING WALLS

7.1 Retaining Walls

Where the *Builder* is required by the Schedule of Works annexed to this Specification, the *Builder* shall construct retaining walls as shown on the approved plans. Where a retaining wall is not included in the Schedule of Works, the construction of any retaining wall shall be the responsibility of the *Owner*.

8. EFFLUENT DISPOSAL/DRAINAGE

8.1 Effluent Disposal/Drainage

In both sewered and unsewered areas:

- (a) Any bath, wash basin, kitchen waste, wash tubs, pedestal pan and the floor grate to a shower recess shall be located in the position shown on the plan (refer to Schedule of Works); and
- (b) waste pipes with traps shall be provided to the above fittings and connected to the drainage system.

The whole of the work is to be performed in accordance with the NCC and requirements of the sewerage authority concerned.

8.2 Septic System

The *Builder* will provide and install a septic system where applicable to the requirements of the *Local Authority* and in accordance with the manufacturer's instructions.

8.3 Storm Water Drainage

Stormwater drainage shall be carried out in accordance with the NCC.

The *Builder* will allow for the supplying and laying of stormwater drains as shown on the site plan.

9. TIMBER FRAMING

9.1 Generally

All timber framing shall comply with the NCC, alternative structural framing shall be to structural engineer's details and certification.

Timber Engineered products may be used provided their design comply with the NCC and they are installed in accordance with the manufacturer's instructions.

The work shall be carried out in a proper and tradesperson like manner and shall be in accordance with recognised and accepted building practices.

9.1.1 Floor Framing

All floor framing is to be framed at the level shown on the plan.

9.1.2 Wall Framing

Wall framing is to be erected plumb and straight and securely fastened to the floor framing or floor slab.

The interface between masonry and wall framing will conform with the NCC.

9.1.3 Heads Over Opening (Lintels)

- All solid timber lintels shall conform to the NCC.
- Glue laminated beams conforming to AS 1328 or laminated veneer lumber beams to manufacturer's specification and data sheets may also be used.

9.1.4 Roof Trusses

Where roof truss construction is used, trusses shall be designed in accordance with AS 1720 and be erected, fixed and braced in accordance with the manufacturer's instructions.

9.1.5 Bracing

Bracing units shall be determined and installed in accordance with the NCC as appropriate for the design wind velocity for the site. Bracing shall be evenly distributed throughout the building.

9.1.6 Flooring

Strip and sheet timber floors shall be installed in accordance with the NCC.

The selection, installation and waterproofing of wet area floors shall conform to the NCC when listed in Schedule of Works. Where specified in the contract floors shall be sanded to provide an even surface and shall be left clean throughout.

9.1.7 Roof Framing

Roofs shall be pitched to the slope shown on plan.

The work shall be carried out in a proper and tradesperson like manner and shall be in accordance with recognised and accepted building practices.

Metal fascias shall be installed in accordance with the manufacturer's instructions and shall meet the requirements of the NCC.

9.1.8 Timber Posts

Unless otherwise specified and where required by the NCC posts supporting carports, verandas and porches shall be timber suitable for external use.

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9.2 Corrosion Protection

All metal brackets, facing plates and other associated fixings used in structural timber joints and bracing must have corrosion protection appropriate to the site in accordance with the *NCC*.

9.3 Hot Water Storage Units

Where a hot water storage unit or solar panels are supported by the roof structure the structure shall be specifically designed to support all imposed loads.

10. STEEL FRAMING

10.1 Generally

Steel framing shall be installed in accordance with the manufacturer's recommendations and the *NCC*.

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11. ROOFING CLADDINGS

All roof cladding is to comply with the relevant structural performance and weathering requirements of the *NCC* and be installed as per the manufacturer's specifications.

11.1 Tiled Roofing

The *Builder* shall cover the roof of the dwelling with approved tiles as selected. The roof shall be fixed and waterproofed in accordance with the *NCC*. Roofing adjacent to valleys should be fixed so as to eliminate water penetration. Where roof tiles are made of natural products slight variation in colour is acceptable.

11.2 Metal Roofing

The *Builder* shall provide and install a metal roof together with accessories as determined in the contract documents in accordance with the *NCC* and the manufacturer's recommendations.

Except where design prohibits, sheets shall be in single lengths from fascia to ridge. Fixing of sheets shall be in accordance with the manufacturer's instructions as required for the appropriate design and wind speed.

11.3 Gutters and Downpipes

Gutters and downpipes as determined in the contract documents shall be manufactured and installed in accordance with the *NCC*.

11.4 Corrosion protection

Materials used for flashings, fasteners, gutters and downpipes shall be compatible.

11.5 Sarking

Sarking under roof coverings must comply with and be fixed in accordance with the *NCC*.

11.6 Sealants

Appropriate sealants shall be used where necessary and in accordance with manufacturer's specifications.

11.7 Flashing

Flashings shall comply with, and be installed in accordance with the NCC.

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12. MASONRY

12.1 Bricks

All masonry construction and units shall comply with the NCC.

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Tolerances shall only be applied to the total measurements over 20 units, and not to the individual units. As clay masonry units are natural kiln-fired products their individual size may vary due to the manufacturing process.

12.2 Concrete Blocks

Concrete blocks are to be machine pressed, of even shape, well cured and shall comply with the NCC. Concrete blockwork shall be constructed in accordance with the NCC.

Autoclaved aerated concrete blocks shall be in accordance with the manufacturer's product specification at the time the work is being carried out.

12.3 Damp Proof Courses

All damp proof courses shall comply with the NCC.

The damp proof membrane shall be visible in the external face of the masonry in which it is placed and shall not be bridged by any applied coatings, render or the like.

12.4 Cavity Ventilation (Weepholes)

Where required open vertical joints (weepholes) must be created in the course immediately above any Damp Proof Course or flashing at centres in accordance with the NCC.

12.5 Mortar and Joining

Mortar and joint tolerances shall comply with the NCC.

12.6 Masonry Accessories

Masonry accessories shall comply with the NCC and accepted building practices. Articulated joints shall be constructed in accordance with the NCC.

12.7 Lintels

Lintels used to support masonry above openings in walls must be suitable for the purpose as required by the NCC. Lintels are to be provided to each wall leaf and are to be corrosion protected appropriate for the site environment and location of the lintel within the structure in accordance with the NCC.

12.8 Cleaning

All exposed face brickwork shall be cleaned with an approved cleaning system. Care should be taken not to damage brickwork or joints and other fittings.

13. CLADDING AND LININGS

13.1 External Claddings

Sheet materials or other external cladding shall be fixed in accordance with the manufacturer's recommendations and any applicable special details.

Where required, the specified materials shall be used to line soffits at eaves, open verandas and porches.

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13.2 Internal Wall and Ceilings Linings

Unless otherwise specified, internal linings to walls and ceilings in other than wet areas shall be of gypsum plasterboards.

Plasterboard sheets are to be of a minimum 10 mm thick with recessed edges to facilitate a smooth set finish. Internal angles to walls are to be set from floor to ceiling.

Where specified, suitable cornice moulds shall be fixed at the junction of all walls and ceilings. Alternatively the joint may be set as required for vertical internal angles.

Wet area linings are to be fixed in accordance with the manufacturer's recommendations.

The ceiling access hole shall be of similar material to the adjacent ceiling.

13.3 Waterproofing

All internal wet areas are to be waterproofed in accordance with the NCC. External tiled decks and balconies where required are to be waterproofed in accordance with the NCC and relevant manufactures specifications.

14. JOINERY

14.1 General

All joinery work (metal and timber) shall be manufactured and installed according to accepted building practices.

14.2 Door Frames

External door frames shall be suitable for the expose conditions and to receive doors. Internal jamb linings shall be suitable to receive doors as specified in the contract documents. Manufactured door frames shall be installed in accordance with the manufacturer's instructions.

14.3 Doors and Doorsets

All internal and external timber door and door sets shall be installed in accordance with accepted building practice and specific manufacturer's instructions.

14.4 Window and Sliding Doors

Sliding and other aluminium windows and doors shall be installed in accordance with manufacturer's recommendations and AS 2047.

All glazing shall comply with the NCC and any commitments outlined in the relevant BASIX Certificate.

14.5 Architraves and Skirting

Architraves and skirting as nominated on the plans or listed in the Schedule of Works shall be installed in accordance with accepted building practice.

14.6 Cupboards/Kitchens/Bathroom

Units shall be installed to manufacturer's recommendations. Bench tops shall be of a water resistant material.

14.7 Stairs, Balustrades and other Barriers

Where required stairs or ramps to any change in levels shall be provided and balustrades or barriers fitted in accordance with the NCC.

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15. SERVICES

15.1 Plumbing

All plumbing shall comply with the requirements of the NCC Volume 3 and the relevant supply authority. All work shall be carried out by a licensed plumber.

Fittings, as listed in the Schedule of Works, shall be supplied and installed to manufacturer's specifications.

Fittings, hot water systems and any rainwater harvesting systems shall be appropriate to satisfy any commitment outlined in the relevant BASIX Certificate.

15.2 Electrical

All electrical work is to be carried out by a licensed electrical contractor to AS/NZS 3000 Electrical installations (known as the Australian/New Zealand Wiring Rules) plus any other relevant regulations. The location of lights, switches, power points and the like, is to be nominated in the contract documents.

Unless otherwise specified, the electrical service shall be 240 volt, single phase supply.

15.3 Gas

All installation (including LPG) shall be carried out in accordance with the rules and requirements of the relevant supply authority.

15.4 Smoke Detectors

Smoke alarms shall be installed in accordance with the NCC.

15.5 Thermal Insulation

Where thermal insulation is used in the building fabric or services, such as air conditioning ducting or hot water systems, it shall be installed in accordance with manufacturer's recommendations to achieve the R-Values required by the NCC or as outlined in the relevant BASIX Certificate.

16. TILING

16.1 Materials

Tiles shall be as listed in the Schedule of Works or as selected by the Owner.

Cement mortar and other adhesives shall comply with AS 3958.1 or the manufacturer's specifications.

16.2 Installation

Installation of tiles shall be in accordance with AS 3958.1 or the manufacturer's recommendations and accepted building practices.

Where practicable, spacing between tiles should be even and regular.

Expansion joints shall be installed in accordance with AS 3958.1 or the tile manufacturer's specifications.

All vertical and horizontal joints between walls and fixtures e.g. bench top, bath, etc. and wall/floor junctions shall be filled with flexible mould resistant sealant.

All joints in the body of tiled surfaces shall be neatly filled with appropriate grout material as specified by the tile manufacturer or accepted building practice.

As tiles are made of natural products a slight variation in colour is acceptable.

Tiles are to be fixed to the substrate with adhesives that are compatible with the substrate and any waterproofing material.

16.3 Walls

Wall surfaces shall be tiled with selected tiles and accessories where indicated by the contract documents.

16.4 Floors

Floors shall be tiled to areas where indicated by the contract documents with selected tiles. Tiles shall be laid in a sand and cement mortar or using an adhesive, where required, edge strips or metal angle to exposed edges in doorways or hob-less showers in wet areas shall be provided in accordance with the NCC.

Where required, adequate falls shall be provided to wastes in accordance with the NCC.

17. PAINTING

17.1 General

All paint used shall be of a quality suitable for the purpose intended and the application shall be as per the manufacturer's specifications. The colours used shall be as listed in the Schedule of Works or other relevant contract document. All surfaces to be painted shall be properly prepared to manufacturer's instructions.

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18. WORKMANSHIP STANDARDS AND TOLERANCES

18.1 General

These general specifications incorporate the *HIA Guide*. By agreeing to these specifications, the *Owner* agrees that he/she has been provided with a copy and has had the opportunity to read the *HIA Guide*.

The *HIA Guide* is to be used by the *Builder* and *Owner* as a point of reference for information on workmanship standards and tolerances, and amongst other things, in deciding whether an alleged defect exists and/or whether the materials used and/or workmanship is in accordance with the plans and specifications.

The parties agree to use the *HIA Guide* in precedence over any other non-legislated guide to standards and tolerances.

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ANNEXURE

Schedule of Works

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CONFIRMATION OF APPOINTMENT AS PRINCIPAL CERTIFYING AUTHORITY

P Cooper
C/- Masterton Homes
Po Box 323
LIVERPOOL NSW 1871

Dear Sir/Madam

Development Application No:	DA2019/00723
Application No:	OC2019/00588
Land:	Lot 64 DP 229805
Property Address:	14 Astbury Street New Lambton NSW 2305
Proposed Development:	Demolition of dwelling and outbuilding erection of single storey dwelling and removal of 5 trees

Thank you for appointing Newcastle City Council as the Principal Certifying Authority for your building project. A copy of our service policy (dated 4 January 2011) is attached for your information.

The following matters need to be addressed at the applicable stages of the project:

- 1 The following is to be provided, prior to the commencement of work:
 - a) The name and licence details of the Principal Contractor for the work and a copy of a Certificate of Insurance for the work issued under Part 6 of the *Home Building Act 1989*, or
 - b) Documentation showing that the Owner-Builder is the holder of any Owner-Builder Permit required under the *Home Building Act 1989*

A form titled "Mandatory data required prior to inspection of building works" is attached to this letter to assist with this process. Please complete the details and send it to inspections@ncc.nsw.gov.au, a minimum of two days prior to the commencement of work.

Where a contract is entered into for work to be done by a different Principal Contractor to that which Council has been advised, or arrangements for the doing of the work are

otherwise changed, written advice is to be immediately provided to Council, including the information listed as above in subsections a) and b).

- 2 At least two days prior to the commencement of works, notice is to be given to Council of your intention to commence works. In this respect the Business Support Officer can be contacted on 4974 2050 or an email can be sent to inspections@ncc.nsw.gov.au 3

Inspections required by the Principal Certifying Authority for your project have been assessed as:

- After the commencement of the excavation for, and before the placement of, the first footing
- After excavation for, and prior to placement of, any footings
- Prior to pouring any in-situ reinforced concrete building element
- Prior to covering of the framework for any floor, wall, roof or other building elements (in the case of a class 1 or 10 building)
- Prior to covering waterproofing in the wet areas
- Prior to covering of any stormwater drainage connections
- After the building has been completed and prior to any Occupation Certificate being issued in relation to the building.

Notice is to be provided by mid afternoon (nominally 3.00pm) on the working day prior to the inspection (or two days prior for files that are more than two years old) by advising the Business Support Officer during office hours 4974 2050 or an email can be sent to inspections@ncc.nsw.gov.au .

It is the responsibility of the Applicant to notify the Principal Contractor of the required inspections that are to be carried out in respect of the building work.

- 4 An Occupation Certificate is to be obtained prior to the occupation or use of the building or the part(s) of the building associated with the works. If a Fire Safety Schedule is attached to the Construction Certificate, a Fire Safety Certificate is to be submitted with the Occupation Certificate application.

Missed inspections

If one of the above prescribed inspections is missed it will be necessary to:

- Formally advise of the circumstances that caused the inspection to be missed, and;
- Provide evidence to satisfy Council that the work that would have been the subject of the missed inspection was satisfactory.

Note: If any of the prescribed inspections are missed you may not be issued with an Occupation Certificate at completion of the works, notwithstanding that Council may otherwise be satisfied with the completed work.

General responsibilities of the Applicant and/or the Principal Contractor

It is the responsibility of either or both of these parties to:

- Provide for the overall supervision and quality of the works
- Advise Council officers regarding;

- Any foreseeable hazard arising from the premises that has the potential to harm the health or safety of council officers when on the work site, and
 - The assessment of a risk that has not been eliminated, and
 - The measures taken to control any such risks, and
 - Any measures that may need to be taken by Council's officers to control any such risk while on the work site.
- Report in writing any proposed or required variations from the relevant approvals to Council prior to commencement of that phase of the works involving the variations and to act in accordance with any lawful instruction of Council's representative
 - Obey any lawful instructions given by Council's representative
 - Ensure the correct siting and levels of the building
 - Notify Council when a required inspection has been missed
 - Provide evidence of compliance with the *Home Building Act 1989*, prior to the commencement of work, to the extent that it is applicable to the project, and to immediately advise Council of any changed circumstances affecting compliance with that Act
 - The provision and maintenance of all site signage as required by legislation, including but not limited to:
 - A sign indicating the name and telephone number (both during and outside working hours) of the Principal Contractor and the name and telephone number of the Principal Certifying Authority as well as the fact that unauthorised entry to the site is prohibited
 - Council's Prevent Pollution sign

Confirmation of the agreement

Should you not agree with any of the conditions of this agreement you are required to notify the Council and negotiate a further agreement prior to commencement of the works. Where works have been commenced, it will be assumed that you are in agreement with all conditions as detailed.

Should you require further information please contact Mark Smith on 4974 2766 as soon as possible.

Yours faithfully



Mark Smith
DEVELOPMENT OFFICER
For Newcastle City Council (Certifying Authority)

Enc Service Policy (dated 4 January 2011)

This service policy details the manner in which Newcastle City Council performs the role of Principal Certifying Authority with respect to building works.

1. Confirmation of Appointment

Written confirmation will be provided of the appointment of Council as Principal Certifying Authority, complete with details of inspections/certification required for the particular project.

2. Number/Type of Inspections

The number and type of inspections required for a project will be determined by the responsible Development Officer from the following list:

- After the commencement of the excavation for, and before the placement of, the first footing (in the case of a class 2, 3, 4, 5, 6, 7, 8 or 9 building)
- After excavation for, and prior to placement of, any footings (in the case of a class 1 or 10 building)
- Prior to pouring any in-situ reinforced concrete building element (in the case of a class 1 or 10 building)
- Prior to covering of the framework for any floor, wall, roof or other building elements (in the case of a class 1 or 10 building)
- Prior to covering waterproofing in the wet areas (in the case of a class 1, 2, 3, 4 or 10 building)

Note: In the case of a class 2, 3 or 4 building, Council has the option of specifying that inspections are required for a minimum of 10% of rooms with wet areas within a building.

- Prior to covering of any stormwater drainage connections (in the case of a building of any class)
- In the case of a swimming pool, as soon as practicable after the barrier (if one is required under the *Swimming Pools Act 1992*) has been erected
- Other inspection/s as appropriate
- After the building has been completed and prior to any Occupation Certificate being issued in relation to the building (in the case of a building of any class).

The Development Officer will decide which inspections are required, having regard to the nature and extent of each project. Details of the required inspections will be included as part of the confirmation of appointment as Principal Certifying Authority.

It is the responsibility of the Applicant to notify the Principal Contractor of the required inspections that are to be carried out in respect of the building work.

Where a required inspection is missed for any reason, the Council is to be notified of that fact and of the circumstances causing the inspection to be missed. Prior to work proceeding, Council is to be satisfied on the basis of appropriate documentary evidence that the work not inspected by Council has been carried out to an acceptable standard and a record of missed inspection is to be completed and issued.

Please note that, unless Council considers that an inspection was missed because of circumstances that were unavoidable, the provisions of Section 109E(3)(d) of the Environmental Planning and Assessment Act 1979 preclude the issuing of an Occupation Certificate for the building.

People who are not appropriately accredited cannot perform the role of the PCA.

It is also important not to confuse inspections by others, such as engineers, with PCA inspections. An inspection by an engineer cannot replace an inspection by the PCA unless the engineer is appropriately accredited and the PCA has agreed to the arrangement in advance of the inspection.

Where appropriate, certain inspections may be conducted concurrently. Examples of these include:

- Waterproofing in wet areas/wall framing/roof framing/stormwater drainage
- Wall framing/roof framing/stormwater drainage/final inspection on a garage with no internal linings

Should any questions or doubts arise regarding concurrent inspections, please ring and confirm with Council prior to proceeding with any further works.

If the timing of a project creates difficulties with obtaining a required inspection, a comprehensive inspection report from an appropriately accredited person may be acceptable, if previously agreed to by Council's Development Officer. Where such a report is to be provided, the report will need to address the requirements of the Environmental Planning and Assessment Regulations 2000, as amended. The person carrying out the inspection is to also certify that they have sighted the relevant approvals and that all conditions of the approvals (both prescribed and scheduled) that have an effect on the development to the relevant stage have been complied with. This may include, but is not limited to items such as location of the building, termite control, water proofing, floor levels and compliance with the Home Building Act 1989.

Note: The circumstances referred to above may arise as a result of adverse weather conditions, safety issues or Saturday morning work.

3. Booking Inspections

Inspections can be booked up until mid afternoon (nominally 3pm) on the working day prior to the inspection, except in relation to files that are more than two years old, for which 48 hours notice of a required inspection may be required. The inspection service is not available on weekends and public holidays.

4. Inspection Reports

When inspections are performed, the Development Officer will complete a Record of Inspection form, including a duplicate copy. The Record will either advise that the work was satisfactory, or give an instruction about matters to be addressed prior to work proceeding. The Record of Inspection will also advise as to whether a re-inspection of defective work would be required prior to proceeding with any additional work.

The original of the Record of Inspection is retained for Council's records, with the duplicate copy normally left on site. A copy of the Record of Inspection can also be sent to the applicant if required.

5. **Certification of Works**

In addition to progress inspections, Council may require certification of specialised aspects of a project. Generally such certificates will only be required where it is noted on the Confirmation of Appointment letter or if Council's Development Officer is unable to be satisfied regarding an aspect of the work in progress. Any required additional certificates will need to be obtained either as work proceeds or prior to the final inspection and issue of an Occupation Certificate.

Required additional certificates may include any or all of the following:

- Peg Out Survey: Certified by a Registered Land Surveyor to confirm the set out of the building
- Identification Survey: Certified by a Registered Land Surveyor to confirm the location of specified constructed elements relative to property boundaries
- Levels: Floor and/or roof levels certified by a Registered Land Surveyor reduced to Australian Height Datum (AHD) confirming compliance with the approved plans (to be submitted when specified)
- Prefabricated Timber Roof Trusses and Wall Frames: Certified by the Truss/Frame Manufacturer/Supplier as being designed and manufactured to resist the most critical loading effect as determined in accordance with Australian Standard AS1170.0:2002 "Structural Design Actions – General Principles" and other relevant provisions of the Building Code of Australia (to be submitted prior to the wall and roof frame inspection)
- Termite Risk Management: Certified by Installer detailing the system installed, location and compliance with Australian Standard AS3660.1 - 2000 "Termite Management – New Building Work" (required prior to the issue of an Occupation Certificate)
- Thermal Insulation: Certified by the installer and detailing the type, R-Value and location/s and compliance with Australian Standard AS3999 – 1992 "Thermal Insulation of Dwellings – Bulk Insulation – Installation Requirements". The builder is to provide certification of the installation of all measures required to achieve the Energy Efficiency rating of the dwelling as approved by the Consent Authority (to be submitted prior to the issue of an Occupation Certificate)
- Windows: Certified by the Window Manufacturer/Supplier as complying with Australian Standard AS2047 – 1999 "Windows in Buildings – Selection and Installation" and/or AS1288 – 2006 "Glass in Buildings – Selection and Installation", as applicable
- Wet Area Flashing: Certified by and installer as complying with Australian Standard AS3740 – 2004 "Waterproofing of Wet Areas within Residential Buildings" along with relevant warranty details
- Structural Design: Structural design plans certified by professional engineer as structurally adequate (to be submitted to and approved by Council prior to structural work commencing)
- Smoke Alarms: Certified by a Licensed Electrician, after installation, as complying with Australian Standard AS3786 – 1993 "Smoke Alarms"
- Sound Insulation: A statement from the builder confirming that required airborne sound insulation ratings, impact sound insulation ratings and discontinuous

construction of any applicable building element complies with the Building Code of Australia (to be submitted following installation)

- Air Conditioning/Ventilation: Certified by the design/installation consultants as complying with Australian Standard AS1668.2 - 1991 "Mechanical Ventilation for acceptable indoor-air quality" (to be submitted following installation).

Additional certificates may also be required under the terms of Development Consent or by the Principal Certifying Authority prior to the issue of the Occupation Certificate.

6. Fire Safety Certificates

In the case of a building, other than a building of class 1a or 10, a Fire Safety Certificate may be required to be submitted before an Occupation Certificate can be issued for the building.

A Fire Safety Certificate for a building or part of a building must contain the following information:

- a) The name and address of the owner of the building or part
- b) A description of the building or part (including its address)
- c) A list identifying each Essential Fire Safety Measure in the building or part, together with the minimum standard of performance specified in the relevant Fire Safety Schedule in relation to each such measure
- d) The date or dates on which the Essential Fire Safety Measures were assessed,
- e) The type of certificate being issued (that is, final or interim)
- f) A statement made by or on behalf of the owner of the building to the effect that each Essential Fire Safety Measure specified in the current Fire Safety Schedule for the building to which the certificate relates:
 - i) Has been assessed by a properly qualified person, and
 - ii) Was found, when it was assessed, to be capable of performing to at least the standard required by the current Fire Safety Schedule for the building for which the certificate is issued.
- g) The date on which the certificate is issued.

A Fire Safety Certificate must be accompanied by the relevant Fire Safety Schedule for the building.

A final Fire Safety Certificate need not deal with any Essential Fire Safety Measure that has been the subject of some other final Fire Safety Certificate or Fire Safety Statement issued within the previous 6 months, unless Council's Development Officer otherwise determines.

7. Extent of Inspections

The extent of any inspection by Council is limited to parts of a building that are reasonably and safely accessible when the inspection is carried out. Council's Development Officer may require additional provisions to be made for access, to allow for an appropriate amount of the works to be inspected.

8. Preferred Timing of Inspections

Wherever possible, inspections will be scheduled to be carried out between 8:30am and 1pm, to allow Council Development Officers time to attend to other areas of responsibility. Individual Development Officers have discretion to make arrangements for inspections outside of these hours, where convenient (eg. on way to or from work).

9. How Many Inspections Does The Fee Cover?

In most cases, the fee paid for appointment of Council, as the Principal Certifying Authority will cover all inspections necessary for the project. However, the maximum numbers of inspections for the fee paid are set out in the following table:

Type of Development	Maximum No. of Inspections Performed for Basic Fee
Low scale residential (including new single or dual occupancy dwellings), new domestic outbuildings, swimming pools and alterations/additions to existing low scale residential development	5
Multiple residential (ie. three or more residential units) and Class 3 boarding houses	15
Commercial/Industrial	7

An additional fee will be charged for each inspection required beyond the maximum number indicated above.

10. Responsibilities of the Applicant and/or the Principal Contractor

Either or both parties are responsible for the following:

- Provision of overall supervision and quality control
- Advice to Council Officers regarding:
 - Any foreseeable hazard arising from the premises or the building project that has the potential to harm the health or safety of Council Officers when accessing, inspecting or egressing the work site, and
 - The assessment of any risk that has not been eliminated, and
 - The measures taken to control any such risk, and
 - Any measures that may need to be taken by Council officers to control such risk while on the work site
- Reporting of any variations from relevant approvals to Council's Development Officer
- Obeying any lawful instructions (verbal or written) given by Council's Development Officer
- Ensuring the correct siting of a building, and arranging for checking by a Registered Surveyor if necessary
- Notifying Council when a required inspection has been missed

- Provision of evidence of compliance with the Home Building Act 1989 prior to the commencement of work, to the extent that it is applicable to the project, and immediately advising of any changed circumstances affecting compliance with that Act
- Completing and displaying the mandatory “notice” provided by Newcastle City Council. The notice is to be maintained while any building work, subdivision work or demolition work is carried out, but must be removed when the work has been completed.

The sign is not required for works that are carried out inside an existing building, that do not affect the external walls of the existing building, that do not affect the external walls of the building.

The sign shall be:

- a) Easily read by anyone in any public road or other public place adjacent to the site,
- b) Erected in a prominent position on the site before the commencement of the work, and
- c) Be maintained on the site at all times until the work has been carried out.

The following details are to be completed and displayed on the sign:

- a) The principal contractor for the building work. This is the person responsible for the overall co-ordination and control of the carrying out of the building work,
- b) The business and after hours phone numbers of the principal contractor, and
- c) The development application or complying development application number.

Mandatory data required prior to inspection of building works



City of Newcastle

When Council has been appointed as the "Principal Certifier", before any inspection of building works can be carried out, details of the Principal Contractor and copies of related documentation are required to be provided to the Principal Certifier. If this information has not been provided previously, please complete this form and forward it with copies of any required documents to inspections@ncc.nsw.gov.au before booking an inspection. The documentation required includes a copy of any Owner Builders Permit and Home Building Compensation Fund policy.

1. **What is the consent number (DA/CDC)?**.....
2. **What is the site address?**.....
3. **What date are works scheduled to commence on site?** You are advised a minimum of two days' notice is required
.....

4. Who is the Principal Contractor for the site?

The Principal Contractor is the entity with legislative responsibility for the management of health and safety for construction work. Please tick the applicable box and complete the relevant fields.

<input type="checkbox"/> <input type="checkbox"/>	<p>Owner-builder Permit Number.....</p> <p>Copy of permit provided to Council</p>
<input type="checkbox"/>	<p>Licensed Principal Contractor Licence No</p> <p>Name</p> <p>Postal address.....</p> <p>Suburb.....Post Code</p> <p>Phone Email</p> <p>If the Principal Contractor is employed by a company</p> <p>Name of CompanyABN</p>
<input type="checkbox"/>	<p>Unlicensed Principal Contractor Only permitted for non-residential building work</p> <p>Name</p> <p>Postal address.....</p> <p>Suburb.....Post Code</p> <p>Phone Email</p>

5. If the development relates to residential work valued over \$20,000 - What is the Home Building Compensation Fund Number?

Policy number.....Copy of the policy must be sent to Council.

6. **Name of Person completing this form**.....
- Contact Number**.....
- Date**.....

Once this information has been provided to Council please call 49 742050 to book your inspection or send an email to inspections@ncc.nsw.gov.au . A minimum of 24 business hours notice is required before the day of the inspection.

Progress Inspection Report



City of
Newcastle

Application No: OC2019/00588

House No: 14 Street: Astbury Street

Suburb: New Lambton

Day: Thursday Date: 15/10/2020 AM PM

Requested by: Richard Contact Phone: 04117 083 315

Elements for inspection: Final

Notes: (i.e. call half hour prior) Anytime - masterton homes construction key needed

Email Address: construction@masterton.com.au

Request taken by: Karen Date: 13/10/2020 Time: 12.30

Inspection report for:	Missed Inspections
Excavations, prior to placement of footings <input type="checkbox"/>	In accordance with the Environmental Planning & Assessment Regulation 2000, if any required inspection is missed, an Occupation Certificate may not be issued at completion of the works, notwithstanding that Council may otherwise be satisfied with the completed work. For the list of required inspections, see the 'Confirmation of Appointment As Principal Certifying Authority' document issued by Council. People who are not appropriately accredited cannot perform the role of Principal Certifying Authority.
Pouring in-situ reinforced concrete element <input type="checkbox"/>	
Covering of framing for Floor <input type="checkbox"/> Wall <input type="checkbox"/>	
Roof <input type="checkbox"/> Other <input type="checkbox"/>	
Wet area waterproofing <input type="checkbox"/>	
Stormwater drainage system <input type="checkbox"/>	
Swimming pool safety fencing <input type="checkbox"/>	
Other inspection <input type="checkbox"/>	
Completion <input type="checkbox"/>	

Elements inspected: Final inspection-As per DA, CC & Basix certificate.

Checks	Yes /No/N.A.	Yes /No/N.A.
1. Have previous stages been inspected & approved?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
2. Has footway / road been damaged since last insp.?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
3. Does work conform with approval (Incl. conditions)?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
4. Is all the required site signage in place?	<input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
5. Have you identified any additional hazards that are not covered by the Site Inspection Risk Assessment? If yes, please complete FM 3.6.1 Risk Assessment Form	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
		6. Have suitable facilities been provided
		a) sanitary facility? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
		b) waste enclosure? <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
		c) sediment/erosion controls? <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

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Inspection Result/ Remarks/ Instructions

An inspection of building works at the premises has been carried out and you are advised:

The building work was satisfactory (and you may proceed with the construction of the building).

To complete the work listed, then proceed with construction.

To complete the works listed and obtain satisfactory further inspection prior to proceeding.

Occupation Certificate to be issued.

1) Complete the access/layback.

2) Install house number and mailbox.

3) Following Basix certificate requirements to be completed;

i) Hot water system, artificial lightings, outdoor clothes drying line, gas cook top & electric oven system to be installed.

4) Turf to be completed.

Inspected by: Sailesh Narayan Accreditation No: BDC 2189

Others present: _____ Inspection Date & Time: 15/10/2020-1pm

Copy of report emailed to: construction@masterton.com.au

Additional remarks/ instructions continued attached page? Yes No

Progress Inspection Report

5) Remove builders toilet and fence after completing all the work.

6) Stormwater inspection for portion connected to gutter required.

7) Submit engineers certification as requested by pier inspection-inspection date 29/04/2020.

8) Submit engineers satisfactory slab inspection report as requested by slab inspection report - inspection date 06/05/2020.

9) Submit surveyors set-out survey report & diagram as requested by slab inspection.

10) A copy of the certificates of compliance for the following works is required to be submitted to the PCA prior to any occupation certificate;

a) Glazing Certification(AS2047 & AS 1288).

b) Stormwater Certification(AS3500)

c) Waterproofing Certification(AS3740)

d) Termite Treatment Certification(AS3660)

e) Smoke Alarm Certification(AS3786)

f) Truss & Frame details and Certification

g) Basix Compliance Certification

h) Plumbing Compliance Certification.

11) Repair public footpath after completing all the construction work.

Niki Stead

From: Sailesh Narayan <snarayan@ncc.nsw.gov.au>
Sent: Wednesday, 21 October 2020 11:22 AM
To: construction
Subject: FW: Final Inspection Report - OC2019/00588 - 14 Astbury Street New Lambton
Attachments: Progress Inspection Report - Final 1- 14 Astbury Street New Lambton.pdf

Dear Sir/Madam,

Please also include the conditions below from City Greening as Final inspection report.

2.0 Tree Assessment

Tree Id 59496 is located adjacent to 14 Astbury Street.

3.0 Public Domain (Newcastle City Centre Only)

4.0 Recommended conditions (if supported)

A- CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF A CONSTRUCTION CERTIFICATE

B - CONDITIONS TO BE SATISFIED PRIOR TO THE COMMENCEMENT OF WORK AND DURING THE CONSTRUCTION PHASE

C - CONDITIONS TO BE SATISFIED PRIOR TO THE ISSUE OF AN OCCUPATION CERTIFICATE, A SUBDIVISION CERTIFICATE OR A STRATA CERTIFICATE

Tree ID 59496 has been damaged by construction and is not retainable. City Greening Services requires tree id asset to be replaced at developer's expense.

A072 1 street tree is required to be planted as compensation for the removal of the existing tree/s. A fee, to be determined by contacting Council's City Greening Services, is to be paid to Council for the required compensatory planting and evidence of the payment of the required fee is to be included in the documentation for a Construction Certificate application.

NOTE: The tree selection and location of the required compensatory tree will be determined by Council's City Greening Coordinator in accordance with Newcastle City Council Street Tree selection manual. The location of the compensatory tree planting may not be in the immediate proximity of the site.

Thank you.

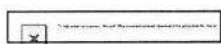
Regards

Sailesh Narayan | Development Officer (Building)

City of Newcastle | Governance

Regulatory, Planning & Assessment | Development Assessment

T: +61249742410 | E: snarayan@ncc.nsw.gov.au



*Newcastle - a smart, liveable, sustainable global city.
Cooperation | Respect | Excellence | Wellbeing*

MEMORANDUM OF INSURANCE

This Memorandum is to confirm that as the appointed insurance broker to the Named Insured and subsidiary companies, the following contract of insurance has been arranged as at the date of this Memorandum.

CLASS OF INSURANCE:	Public & Products Liability
NAMED INSURED:	Masterton Homes Pty Ltd, New Edge Homes Pty Ltd, New Living Homes Pty Ltd and/or its/their subsidiary and/or related corporations, as defined in the Corporations Law (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.
PERIOD OF INSURANCE:	31 March 2019 to 31 March 2020 both dates at 4:00pm AEST
SCOPE OF COVER:	Legal liability to third parties for Personal Injury or Property Damage arising as a result of an Occurrence in connection with the Business.
LIMIT OF LIABILITY:	\$20,000,000 each and every Occurrence, unlimited during the Period of Insurance in respect of Public Liability; and \$20,000,000 in the aggregate during each 12 month Period of Insurance in respect of liability arising out of the Insured's Products or Completed Operations.
TERRITORIAL LIMITS:	Anywhere in Australia
INSURER:	Chubb Insurance Australia Limited
POLICY NUMBER:	01CL539904

****IMPORTANT NOTICE****

This Memorandum is issued as a matter of information only and does not confer any rights upon the Memorandum holder. This Memorandum does not alter or override the terms and conditions of the contract of insurance. You must consult the policy wording for the terms, conditions and exclusions of the contract of insurance.

Issued on 1 April 2019

By Arthur J. Gallagher & Co (Aus) Pty Ltd.

Signed by its authorized signatory



Mike Stubbs

Assistant Account Executive - Construction

Direct: (02) 9242 2031 | Email: Michael.stubbs@ajg.com.au

COVERING LETTER FOR DEVELOPMENT CONSENT

Section 81 Environmental Planning and Assessment Act 1979



06 November 2019

P Cooper
C/- Masterton Homes
Po Box 323
LIVERPOOL NSW 1871

Dear Sir/Madam

Application No:	DA2019/00723
Land:	Lot 64 DP 229805
Property Address:	14 Astbury Street New Lambton NSW 2305
Proposed Development:	Demolition of dwelling and outbuilding erection of single storey dwelling and retaining walls and removal of 5 Trees

I am pleased to advise that the above development application has been approved, subject to the conditions contained within the enclosed consent. This consent does NOT give approval to commence construction.

A copy of the notice of determination is enclosed for your convenience. **Please read your consent carefully.**

You are encouraged to discuss any misunderstanding or requirements with Council prior to commencing work.

Yours faithfully

**Issue of this letter is authorised by
Mark Smith
DEVELOPMENT OFFICER
Newcastle City Council**

MEMORANDUM OF INSURANCE

This Memorandum is to confirm that as the appointed insurance broker to the Named Insured and subsidiary companies, the following contract of insurance has been arranged as at the date of this Memorandum.

CLASS OF INSURANCE:	Contract Works
NAMED INSURED:	Masterton Homes Pty Ltd, New Edge Homes Pty Ltd, New Living Homes Pty Ltd and/or its/their subsidiary and/or related corporations, as defined in the Corporations Law (including those acquired or incorporated during the Period of Insurance) for their respective rights and interests.
PERIOD OF INSURANCE:	31 March 2019 to 31 March 2020 both dates at 4:00pm AEST
SCOPE OF COVER:	Physical loss and/or damage to the contract works for all contracts undertaken by the Named Insured during the Period of Insurance.
LIMIT OF LIABILITY:	Contract Works \$1,250,000 any one Occurrence any one contract.
TERRITORIAL LIMITS:	Anywhere in Australia including whilst in transit between any ports and/or places (which includes coastal marine and inland waterway shipments) therein.
INSURER:	Chubb Insurance Australia Limited
POLICY NUMBER:	011K539909

****IMPORTANT NOTICE****

This Memorandum is issued as a matter of information only and does not confer any rights upon the Memorandum holder. This Memorandum does not alter or override the terms and conditions of the contract of insurance. You must consult the policy wording for the terms, conditions and exclusions of the contract of insurance.

Issued on 2 April 2019

By Arthur J. Gallagher & Co (Aus) Pty Ltd.

Signed by its authorised signatory



Mike Stubbs

Assistant Account Executive - Construction

Direct: (02) 9242 2031 | Email: Michael.stubbs@ajg.com.au