

Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Stone Real Estate 144 Barton Street, Kurri Kurri, NSW 2327 Australia	Phone: (02) 4089 1122
co-agent		
vendor	Jarad Keith Standen and Renee Jennifer Standen 7 Jeffries Street, Kearsley, NSW 2325	
vendor's solicitor	DC Conveyancing Pty Ltd 101 Lang Street, Kurri Kurri NSW 2327	Phone: 49375892 Email: admin@dcconveyancing.com.au Ref: DK:BV:2855
date for completion land (address, plan details and title reference)	See special condition 25 2/7 Jeffries Street, Kearsley NSW 2325 Lot 2 in an unregistered plan which is part of Lot 183 Plan 755215 Part Folio 183/755215	(clause 15)
improvements	☒ VACANT POSSESSION ☐ subject to existing tenancies ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☒ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

inclusions	☐ air conditioning	☐ curtains	☐ insect screens	☐ range hood
	☐ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
	☐ built-in wardrobes	☐ EV charger	☐ light fittings	☐ solar power battery
	☐ ceiling fans	☐ fixed floor coverings	☐ pool equipment	☐ stove
	☐ clothes line	☐ 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
Signed by _____ Vendor _____ Vendor	Signed by _____ Purchaser _____ Purchaser
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held	Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: _____ Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)**Manual transaction** (clause 30)☒ NO ☐ yes

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

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

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

☒ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))☒ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))☐ GST-free because the sale is the supply of a going concern under section 38-325☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)Purchaser must make an **GSTRW payment**☐ NO ☐ yes (if yes, vendor must provide

(GST residential withholding payment)

details)

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

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

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

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

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

List of Documents

General	Strata or community title (clause 23 of the contract)
☒ 1 property certificate for the land ☒ 2 plan of the land ☐ 3 unregistered plan of the land ☐ 4 plan of land to be subdivided ☐ 5 document that is to be lodged with a relevant plan ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 ☐ 7 additional information included in that certificate under section 10.7(5) ☒ 8 sewerage infrastructure location diagram (service location print) ☐ 9 sewer lines location diagram (sewer service diagram) ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract ☐ 11 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 15 occupation certificate ☐ 16 lease (with every relevant memorandum or variation) ☐ 17 other document relevant to tenancies ☐ 18 licence benefiting the land ☐ 19 old system document ☐ 20 Crown purchase statement of account ☐ 21 building management statement ☐ 22 form of requisitions ☐ 23 <i>clearance certificate</i> ☐ 24 land tax certificate	☐ 33 property certificate for strata common property ☐ 34 plan creating strata common property ☐ 35 strata by-laws ☐ 36 strata development contract ☐ 37 strata management statement ☐ 38 strata renewal proposal ☐ 39 strata renewal plan ☐ 40 leasehold strata - lease of lot and common property ☐ 41 property certificate for neighbourhood property ☐ 42 plan creating neighbourhood property ☐ 43 neighbourhood development contract ☐ 44 neighbourhood management statement ☐ 45 property certificate for precinct property ☐ 46 plan creating precinct property ☐ 47 precinct development contract ☐ 48 precinct management statement ☐ 49 property certificate for community property ☐ 50 plan creating community property ☐ 51 community development contract ☐ 52 community management statement ☐ 53 document disclosing a change of by-laws ☐ 54 document disclosing a change in a development contract or management statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate (strata) ☐ 57 information certificate (association) ☐ 58 document relevant to an exclusive supply network ☐ 59 disclosure statement - off the plan contract ☐ 60 other document relevant to the off the plan contract Other ☐ 61
Home Building Act 1989 ☐ 25 insurance certificate ☐ 26 brochure or warning ☐ 27 evidence of alternative indemnity cover Swimming Pools Act 1992 ☐ 28 certificate of compliance ☐ 29 evidence of registration ☐ 30 relevant occupation certificate ☐ 31 certificate of non-compliance ☐ 32 detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

- 1** This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2** **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3** There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option, 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 to resolve the dispute 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:

Australian Taxation Office County Council Department of Education Department of Planning, Housing and Infrastructure Department of Primary Industries and Regional Development Electricity, gas and telecommunications Homes NSW	Local Council Local Land Services NSW Fair Trading NSW Public Works Owner of adjoining land Privacy Subsidence Advisory NSW Transport agencies 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. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.
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. 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 Australian Taxation Office.
13. From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.

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>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (15% as at 1 January 2025);
<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 – • 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 20 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 Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

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

3 Deposit-bond

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

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

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

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
 - 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
 - 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do whatever is reasonably necessary 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), the *party* must adjust or pay on completion any GST added to or included in the expense, but –
- 13.3.1 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
- 13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

• Vendor

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

• Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed 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 contract or management 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 s174 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 whatever is reasonably necessary 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 whatever is reasonably necessary 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, but does not apply to an event to which clause 28 applies.
 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.

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SPECIAL CONDITIONS

1. Amendments to Printed Conditions

- a) (i) Clause 5.2.3 – replace “*a reasonable time*” with “*21 days after the date of this contract*”;
- (ii) Delete clause 6.2;
- (iii) Delete clause 7.1.1;
- (iv) Delete clause 7.2;
- b) If there is any inconsistency between the Printed Conditions and the Special Conditions, the Special Conditions prevail.

2. Notice to complete

- a. In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.
- b. If a notice to Complete is issued by the Vendor the Purchaser acknowledges and shall pay on completion and in addition to the purchase price the amount of \$300.00 to pay the legal costs and expenses incurred by the Vendor as a result of the delay.
- c. Notwithstanding any other provision hereof, if the contract is terminated by the vendor due to the purchaser's default, the vendor shall be immediately entitled to the deposit and all accrued interest thereon. The parties hereby irrevocably authorise the depositholder in such circumstances to release the deposit to the vendor upon receipt of written notice from the vendor's representative confirming that the contract has been terminated due to the purchaser's default. It is agreed that the depositholder will not require any further authority or direction from the purchaser nor Court order to release the deposit to the Vendor in the circumstances contemplated by this clause.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance of the improvements or any alterations or additions to the property.
- (f) Any environmental hazard or contamination.

The vendor is not required to clean the property, mow or maintain lawns and gardens or remove any rubbish, material, debris or any other items from the property prior to completion.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Late completion

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

6. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, not withstanding completion.

7. Mine Subsidence

The purchaser may rescind this Contract if the owner of the improvements on the land is not entitled, as at the date of this contract, to claim compensation from the Mine Subsidence Board in respect of any damage to the land 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.

8. Swimming Pool

The property does not have a swimming pool.

9. Deposit Bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cash or by unendorsed bank cheque on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

10. Requisitions on Title

The purchaser acknowledges that the only form of Requisitions on title that the purchaser is entitled to make pursuant to clause 5.1 are those requisitions on title annexed.

11. Deposit

In the event: -

- (a) The purchaser defaults in the observance of any obligations hereunder which is or the performance of which has become essential; and
- (b) The purchaser has paid a deposit of less than 10% of the purchase price; and
- (c) The Vendor terminates this Agreement

Then the Vendor, as a consideration of accepting less than a 10% deposit shall be entitled to recover from the Purchaser of the amount equal to 10% of the purchase price less any deposit paid as liquidated damages and it is agreed that this right shall be in addition to and shall not limit any other

remedies available to the Vendor herein contained or implied notwithstanding any rule of Law or Equity to the contrary. This clause shall not merge on termination of this Agreement.

12. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing that settlement can no longer be conducted electronically at which time the matter will proceed as a paper settlement. In this event any disbursements incurred will be shared equally by the parties and adjusted at settlement but each party shall pay their own costs.
- (c) Within 7 days of exchange the vendor will open and populate the electronic workspace, including the date and time of settlement and invite the purchaser and any discharging mortgagee to join, failing which the purchaser may do so.
- (d) Within 7 days of receipt of the invitation the purchaser must join and create an electronic transfer and invite any incoming mortgagee to join.
- (e) Settlement takes place when the financial settlement takes place.
- (f) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (g) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (h) Any notice served on a party in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

13. Qualified/Limited Title

If the subject property is noted as being Old System title, or subject to any limitations or qualifications the purchaser shall not make any requisition, objection or claim for compensation nor have any right of rescission with respect to such limitation or qualification. The purchaser shall not require the vendor to provide an abstract of title, prove prior old system title or remove any qualification or limitation.

14. Release of Deposit

The purchaser acknowledges that should the vendor wish to enter into a Contract for Sale to purchase another property and require funds to use as a deposit to secure such property then the Purchaser hereby agrees to irrevocably authorise the deposit holder, without delay, to release sufficient funds to enable the Vendor to exchange contracts on the property they wish to purchase. These funds must only be released if they are to be held in the trust account of a Licensed Real Estate Agent, Solicitor or Licensed Conveyancer.

15. Sewer Diagram – Prescribed Document

The parties acknowledge that if the subject property is located within an area which is serviced by Hunter Water Corporation that:

- (a) Hunter Water Corporation does not collect, maintain or make available drainage diagrams in the ordinary course of administration; and
- (b) The document referred to in Schedule 1, Item 2(a) of the Conveyancing (Sale of Land) Regulations 2017 (NSW) is not a prescribed document and therefore the Vendor is not required to be attach this document to this Contract for Sale.

16. Error in Adjustments

Both parties agree that, if on completion of this matter, any adjustment or payment made (or allowed to be made) under this Contract for Sale is overlooked or incorrectly calculated, then, either party, if requested within 21 days from the date of completion by the other party, must immediately make the correct calculation and/or pay any such amount outstanding. This clause shall not merge on completion.

17. Claims by Purchaser

Notwithstanding the provisions of Clause 6 and 7, the parties hereby agree that any claim for compensation shall be deemed to be an objection or requisition for the purpose of Clause 7 and 8 entitling the Vendor to rescind this contract.

18. Electronic Signature and Exchange

- (a) The parties hereby agree that:
 - (i) for the purpose of effecting a binding exchange of counterparts of this Contract for Sale, the parties, if instructed, authorise their Solicitor/Licensed Conveyancer to exchange contracts which contain a scanned copy of the execution pages signed by that party;
 - (ii) if contracts have been exchanged using the procedure set out in sub-clause (i) the exchange will be deemed as valid and binding on all parties despite any other provision of this Contract or any other law relating to the valid exchange of contracts;
 - (iii) the purchaser may not object or delay settlement due to any items listed in special condition 19;
-

19. Contract Alterations

The parties hereby authorise their legal representatives (including employees of their legal representative) to make alterations to this contract (including any attachments) after execution by a party. Such authorised alterations will be binding on a party as if such alterations were made prior to the contract being executed by that party.

20. GST

The purchaser warrants that the property will be used for predominantly residential accommodation. The purchaser will indemnify the vendor against any liability to pay GST arising from breach of this warranty. The right continues after completion.

21. Plan Registration

a) This Contract is subject to and conditional upon the Vendor at their own expense obtaining registration by the Register General of a plan of sub-division in the form of the plan annexed hereto and marked 'A' on or before three (3) months from the date of exchange. The Vendor agrees to use their best endeavors in having such plan and instrument approved and registered as expeditiously as possible. In the event of the said plan of subdivision not being registered within the said period then either party (subject to Division 10 in the *Conveyancing Act 1919* relating to "Off the Plan Contracts") may by notice in writing to the other party rescind this Agreement whereupon the deposit shall be refunded, and the provisions of Clause 19 hereof shall apply.

b) Notwithstanding any other clause of this Contract and in particular, Special Condition 14(a), the Vendor may for any reason and at its absolute discretion, serve a notice or notices on the Purchaser extending the registration date beyond three (3) months from the date hereof provided that the date specified in the Vendor's notice does not extend beyond six (6) months from the date of this Contract.

c) Pursuant to Division 10 in the *Conveyancing Act 1919*, the Vendor shall only rescind under the "Sunset" Clause if:

- i) The Purchaser gives written consent to the Vendor's proposed rescission; or
- ii) The Vendor obtains an Order from the Supreme Court permitting the rescission; or
- iii) The reason for the rescission comes within a category prescribed by the Regulations.

22. Easements etc created on the registration of Plan

a) If applicable, the Purchaser acknowledges that there are to be created upon registration of the Plan, restrictions as to user and/or easements in the terms of the Draft 88B.

b) The Purchaser will not, subject to Section 52A of the *Conveyancing Act 1919* as amended, make any objection or make any requisition or claim in respect of the creation of any restriction as to the user/or easements set out in the Draft 88B, if applicable.

23. Additional Easements etc

Notwithstanding anything else contained in this Contract and subject to Section 52A of the *Conveyancing Act 1919* as amended, the Purchaser shall not be entitled to make any objection, requisition or claim by reason of any easement, right of way, covenant, lease or restriction as to user not being an easement, right of way, covenant, lease or restriction as to user referred to in this Contract affecting the land required to be created by any Relevant Authority as a condition of the approval of that Relevant Authority and/or those authorities to the plan and for registration thereof PROVIDED THAT such easement, right of way, covenant, lease and/or restrictions as to user do not materially affect the use by the Purchaser of the land subject of this Contract.

24. Services

The vendor may if it deems necessary, bond all and any services to the subject lot with the relevant authority to enable registration of the plan of subdivision and the purchaser shall make no objection, requisition or delay settlement in the event that any service is not provided to the subject lot at completion.

The purchaser acknowledges and agrees they will be responsible for any associated costs with connecting any services to the subject unit and will not make any objection, requisition or delay settlement.

25. Completion

Completion of this agreement shall take place on the later of:

- a) on or before 28 days from the date hereof; or
- b) on or before the expiration of twenty-one (21) days from the receipt by the purchaser or their Solicitor of notice from the Vendor or their Solicitor that the said Plan has been registered.

26. Minor Variations

a) Notwithstanding anything herein contained or implied the measurements, lot numbers and areas shown on the plan are provisional only and are subject to alterations to comply with requirements of the Council and/or the Land Titles Office. The Purchaser agrees not to make any objection, requisition or claim for compensation, delay or completion or rescind or terminate this Contract if there are any minor variations as to measurements, lot numbers or areas in the plan as registered. If any alteration or variation in the measurements on lot numbers or areas of lots as shown in the plan at the time of registration of the plan be other than minor the Purchaser may within fourteen (14) days of the date upon which the Vendor's Solicitors notify it of such variation rescind this agreement by notice in writing and in such cases provisions of Clause 19 hereof shall apply. Should the Purchaser fail to rescind this Agreement by service of notice in writing as aforementioned within fourteen (14) days of being notified of any alteration or variation to the plan which is other than minor then it shall be deemed to have waived all rights of rescission and shall be deemed to have accepted the subject lots amended or altered.

b) For the purpose of Clause 20 a), a minor variation, alteration or amendment shall include a variation, alteration or amendment varying the area of the subject lot or the area of the building envelope from that shown on the plan annexed hereto by more than 5%.

27. Rates

For the purpose of Clause 14 hereof:

- a) Unless and until separate assessments of rates, taxes and outgoings are issued in respect of the Lot hereby sold all necessary adjustments between the parties shall be made on the basis that the amount of rates, taxes and outgoings attributable to the lot/s hereby sold shall be as follows:

Council rates	\$1,600.00 per annum
Water rates	\$400.00 per rating cycle

b) No regard shall be had to the actual assessments of any rates, taxes and outgoings when received and all adjustments hereunder shall be made on the basis that the rates for the relevant taxing year have been paid by the Vendor, upon the Vendor undertaking to pay the whole of such rates, taxes and/or outgoings for the rating year in which completion takes place within a reasonable time of receipt by the vendor of such assessments.

28. Amendments to Printed Conditions

This Contract shall be read and construed as follows:-

- a) Delete Clause 28 which relates to some unregistered plan provisions which are referred to in these additional provisions.

29. Selling and Leasing Activities

Both before and after completion, the vendor and persons authorised by the Vendor may:

- a) conduct selling and leasing activities on the Land;
- b) place and maintain on the Land (but not the property) signs in connection with those selling and leasing activities; and
- c) place and maintain on the Land (but not the property) offices and other facilities for sales people.

30. Adjoining Land Owned by the Vendor

The Purchaser acknowledges that whilst the Vendor or the New Vendor is the owner of the adjoining lots, the vendor will not contribute to the cost of any fencing. This Clause is to apply to any resale of the land by the Purchaser.

AUCTION SPECIAL CONDITIONS

Conditions of sale of land by auction

If the property is, or is intended to be, sold at auction:

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:

1. The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) 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;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
 2. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
 - (b) Subject to subclause 3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
 - (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce 'vendor bid'.
 3. The following conditions, in addition to those prescribed by subclauses 1 and 2 are prescribed as applicable to and in respect of the sale by auction of co-owned
-

-
4. residential property or rural land or the sale of such land by a seller as executor or administrator:
- (a) More than one vendor bid may be made to purchase interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) 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;
 - (d) 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.
-

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Possession and tenancies

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

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the property free from all encumbrances.
7. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are the inclusions or fixtures subject to any charge or hiring agreement? If so, details must be given and any indebtedness discharged prior to completion or title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?

Survey and building

13. Subject to the Contract, survey should be satisfactory and show that the whole of the property is available and that there are no encroachments by or upon the property and that all improvements comply with local government/planning legislation.
 14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
 15. (a) Have the provisions of the Local Government Act, the Environmental Planning and Assessment Act 1979 and their regulations been complied with?
(b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
-

-
- (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
- (d) Has the vendor a Final Occupation Certificate issued under the Environmental Planning and Assessment Act 1979 for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance. In respect of any residential building work carried out in the last 7 years:
- (i) please identify the building work carried out;
- (ii) when was the building work completed?
- (iii) please state the builder's name and licence number;
- (iv) please provide details of insurance under the Home Building Act 1989.
16. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property?
17. If a swimming pool is included in the property:
- (a) when did construction of the swimming pool commence?
- (b) is the swimming pool surrounded by a barrier which complies with the requirements of the Swimming Pools Act 1992?
- (c) if the swimming pool has been approved under the Local Government Act 1993, please provide details.
- (d) are there any outstanding notices or orders?
18. (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to (b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the Dividing Fences Act 1991 or the Encroachment of Buildings Act 1922
- Affectations**
19. Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use other than those disclosed in the Contract?
20. Is the vendor aware of:
- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
- (c) any latent defects in the property?
21. Has the vendor any notice or knowledge that the property is affected by the following:
- (a) any resumption or acquisition or proposed resumption or acquisition?
- (b) any notice requiring work to be done or money to be spent on the property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
- (c) any work done or intended to be done on the property or the adjacent street which may create a charge on the property or the cost of which might be or become recoverable from the purchaser?
- (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
- (e) any realignment or proposed realignment of any road adjoining the property?
- (f) any contamination?
22. (a) Does the property have the benefit of water, sewerage, drainage, electricity, gas and Telephone services?
- (b) If so, do any of the connections for such services pass through any adjoining land?
- (c) Do any service connections for any other property pass through the property?
-

-
23. Has any claim been made by any person to close, obstruct or limit access to or from the property or to an easement over any part of the property?

Capacity

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

Requisitions and transfer

25. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
26. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
27. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
28. The purchaser reserves the right to make further requisitions prior to completion.
29. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.

Mine Subsidence

30. (a) Does the property lie within a Mine Subsidence District under the provisions of the Mine Subsidence Compensation Act, 1961?
- (b) Does the property form part of a subdivision of land within a Mine Subsidence District effected since 1st July 1961?
- (c) Does the property form part of a subdivision of land effected since 1st July 1961, within a district proclaimed under the Mine Subsidence Act?
- (d) If the property lies within a Mine Subsidence District have any improvement (whether or not requiring the consent of the Local Council) been erected since 1st July 1961?
- (e) If the answer to (b) (c) and/or (d) is in the affirmative we must be satisfied that the approval of the Mine Subsidence Board was obtained and that the owner complied with any conditions or requirements imposed by the Board or the relative Act.
- (f) (i) Was a conditional right to insure improvements erected prior to 1st July 1961, granted by the Mine Subsidence Board?
- (ii) If so, has the owner or his predecessor in title complied with the conditions imposed by the Board?
- (g) Is the Vendor aware of any claim in respect of the subject property having been made under the Mine Subsidence Compensation Act, 1961?
-

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan: **DP1327867**

PLAN OF SUBDIVISION OF LOT 183 IN DP755215

Full Name and Address of the Owner(s) of the land

JARAD KEITH STANDEN and RENEE JENNIFER STANDEN
7 Jeffries Street Kearsley NSW 2325

Covered by Subdivision Certificate No.
dated

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of the easement, profit prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of access 3 Wide (A)	2 3	3 2
2	Easement for services 3 Wide (B)	2 3	3 2
3	Positive Covenant	2-3	Cessnock City Council

Attesting Witness

Plan: **DP1327867****Part 2 (Terms)****Terms of easement, profit à prendre, restriction or positive covenant numbered 1 in the plan**

As set out in Schedule 8 Part 14 of the Conveyancing Act, 1919 as amended.

Party whose consent is required to release, vary or modify this item: Cessnock City Council

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

Easement for services

1

The owner of the lot benefited may

(a) use each lot burdened, but only within the site of this easement, to provide domestic services to or from each lot benefited, and

(b) do anything reasonably necessary for that purpose, including

* entering the lot burdened, and

* taking anything on to the lot burdened, and

* carrying out work, such as constructing, placing, repairing or maintaining pipes, poles, wires, cables, conduits, structures and equipment.

2

In exercising those powers, the owner of the lot benefited must

(a) ensure all work is done properly, and

(b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it, and

(d) restore the lot burdened as nearly as is practicable to its former condition, and

(e) make good any collateral damage.

3

For the purposes of this easement, domestic services includes supply of water, gas, electricity, telephone and television and discharge of sewage, sullage, other fluid wastes and stormwater.

Party whose consent is required to release, vary or modify this item: Cessnock City Council

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

a) The proprietor of the property shall be responsible for maintaining and keeping clear all pits, pipelines, trench barriers and other structures associated with the on-site stormwater detention facilities (OSD).

b) The proprietor shall have the OSD inspected annually by a competent person.

c) The Council shall have the right to enter upon the land referred to above, at all reasonable times, to inspect, construct, install, clean, repair and maintain in good working order all pits, pipelines, trench barriers and other structures which comprise the OSD, or which convey stormwater from the said land,

Attesting Witness

Plan: **DP1327867****Part 2 (Terms)**

and recover the costs of any such works from the proprietor.

d) The registered proprietor shall indemnify the Council and any adjoining land owners against damage to their land arising from the failure of any component of the OSD, or failure to clean, maintain and repair the OSD.

Party whose consent is required to release, vary or modify this item: Cessnock City Council

Attesting Witness

Signature Sheet

Signed in my presence by :

Name of Registered Proprietor:

Signature of Registered Proprietor:

Name of Witness:

Address of Witness:

Signature of Witness:

Signed in my presence by:

Name of Registered Proprietor:

Signature of Registered Proprietor:

Name of Witness:

Address of Witness:

Signature of Witness:

Plan: **DP1327867**

PLAN OF SUBDIVISION OF LOT 183 IN DP755215

Signature Sheet

(Sheet 5 of 6 Sheets)

Signature Sheet

Council by its authorised delegate pursuant to

Signature of delegate

Name of delegate

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

Signature of Witness

Name of Witness

Address of Witness



Subdivision Wastewater Management Report

Jarad Standen

7 Jeffries Street, Kearsley NSW 2325

22/07/2025

DOCUMENT CONTROL

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Acknowledgement

DWA acknowledges the Traditional Custodians throughout Australia and their continuing connection to land, water, culture and community, and pays respect to their Elders past, present and future.

Limitations Statement

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The outcomes and recommendations contained in this report may have relied upon a range of information and data sources including information and discussions with the client, field investigations (limited to those described in this report), publicly available information and other sources. DWA have not verified the accuracy of third-party data and any inaccuracies or inadequacies may influence the accuracy of our findings. Similarly, both the inherent variability of environmental and ground conditions and the passage of time can lead to changes in ground conditions and other factors which may affect the accuracy of our findings. The Client should seek advice from DWA on the accuracy of findings after more than six months has passed or where changes in relevant conditions are known to have occurred. Data and information collected during field investigations should not be taken as accurate and complete for all depths and locations across the site.

The report and services have been completed in accordance with relevant industry standards, guidelines, and government legislation as of the date of publication unless stated otherwise. Where an engineering design is included, this design has been based on site and construction plans as provided by the Client and/or their representative and documented in the report. DWA accepts no liability for the impact of any changes to site conditions and / or building layout and extents on our design where DWA were not notified of the changes prior to completing our services. Additional costs may be incurred where work has already been completed.

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1 Introduction

This subdivision Wastewater Management Report (WMR) has been prepared by Decentralised Water Australia (DWA) for Jarad Standen. The report has been prepared to support a three-lot subdivision located at 7 Jeffries Street, Kearsley NSW 2325.

The report has been updated in response to an RFI from Cessnock City Council dated 27 June 2025 (Application 8/2025/391/1). With reference to On-site Wastewater Management the RFI states:

Report entitled Wastewater Management Report, by Decentralised Water Australia, dated 22 May 2025, Document Reference: r.0856.001.00_7 does not provide options for Proposed Lots 2 and 3. Therefore, the WMR is to be amended to include assessment of proposed Lots 2 and 3 for onsite wastewater management for potential future dwellings. The amended report is to also include:

- *Advice of maximum number of bedrooms for the available effluent management area for each Lot,*
- *Amended plans to include proposed building envelopes, suitable effluent management areas and*
- *Setbacks to boundaries/dwelling.*

1.1 Background

The property owner/s are in the process of completing a development application for submission to Cessnock Council, to undertake a subdivision of the original lot creating three proposed lots. Proposed Lots 2 and 3 cover an area of 4207m² and 4361m² respectively.

The residual lot (proposed Lot 1), on which the existing dwelling is located, covers an area of 5127m². The wastewater system servicing the existing dwelling comprises a secondary treatment system and surface spray land application system. This existing secondary treatment system is located within the proposed Lot 2 of the three-lot subdivision.

This report outlines the outcomes of the project, which involved site and soil assessment, concept design and comprehensive environmental assessment for an on-site wastewater management system to accept, treat and land apply wastewater from the proposed development.

Notwithstanding several identified limitations, the site is generally well suited to on-site wastewater management. Based on the outcomes of the site and soil assessment, it was determined that an on-site sewage management solution is feasible for all proposed lots.

1.2 Site Information

The site is identified as 7 Jeffries Street, Kearsley NSW 2325. The lot, which is approx. 1.14ha in size, is rectangular in shape with a northern frontage to Jeffries Street. The slope is generally <5% toward the southwest with a linear planar landform. The existing 4-bedroom dwelling and associated structures are located within the northwest corner of the lot approx. 20m from Jeffries Street. The dwelling is serviced by an on-site wastewater management system comprising a secondary treatment system and surface spray land application. The secondary treatment system is located 75m from Jeffries St on the western boundary below an existing structure. Further information about the existing system is provided in the main body of the report.

Vegetation across the lot comprises mostly grassed paddocks with scattered larger timbered areas to the north. No mapped hydrolines or hydroareas are present on the lot. The location of the site is shown in Figure 1 with details of the site are summarised in Table 1.

Table 1 Summary of Site Information

Site Information	
Property Details	7 Jeffries Street, Kearsley NSW 2325 Lot 183 DP755215
Owner / Applicant	Jarad Standen
Allotment Size	1.14ha
Land Zoning	R5, large lot residential
Development Type	Subdivision – 1 into 3 lots
Description of proposed development	Proposed Lot 1: existing 4-bedroom dwelling and on-site wastewater system. Proposed land area is 5,127m ² . Proposed Lot 2: 4,000m ² (total is 4,207m ² with access handle) Proposed Lot 3: 4,000m ² (total is 4,361m ² with access handle)
Water Supply	Reticulated Supply (proposed). Water supply pipeline runs along the southern side of Jeffries Street.
Power Supply	Grid connected (proposed)
Sewer Availability	Not available
Local Government Area	Cessnock City Council (CCC)



ABERDARE

KEARSLEY



Figure 1 Locality Plan

0 100 200 300 m



Project: 0856
Drawn: 1/05/2025
Revision: 00

2 Performance Objectives

2.1 Legislation

2.1.1 Development Applications

Development applications made under the *Environmental Planning and Assessment Act* and the Cessnock Council Local Environmental Plan 2011 require that adequate arrangements must be made for the provision of essential services that are appropriate for the proposed development. Essential services are generally addressed in the LEP and includes the provision of adequate arrangements for the disposal and management of sewage. Given the development site is in an area not provided with reticulated sewer, alternative suitable arrangement must be developed by the applicant.

2.1.2 Future On-site Sewage Management System Approvals

The NSW local Government Act prescribes matters that apply to the installation and operation of Wastewater Management Systems. Under Chapter 7, Part 1 of the Act the installation and operation of systems are activities that require the approval of the Local Council. That is, a person may only carry out an activity specified in the Table of Approvals under Section 68 of the Act with the prior approval of the council, except in so far as this Act, the regulations or a local policy adopted under Part 3 allows the activity to be carried out without that approval.

The *Local Government (General) Regulation* prescribes further requirements and guidance. A Council must not approve an application for an approval relating to sewerage work unless it is satisfied that the activity as proposed to be carried out will comply with applicable standards and any applicable requirement of the Regulation. This applies to the installation of a new, or upgrade of an existing Wastewater Management System as well as the ongoing operation of these systems.

The installation of a wastewater management system requires from Council an approval to install under Section 68(C5) of the Act. In determining an application for approval to install, construct or alter a Wastewater System the Council must consider environmental and health protection performance matters that are prescribed in the Regulation. These include:

- Preventing the spread of disease by micro-organisms,
- Preventing the spread of foul odours, contamination of water and degradation of soil and vegetation,
- Discouraging insects and vermin,

- Ensuring that persons do not come into contact with untreated sewage or effluent (whether treated or not) in their ordinary activities on the premises concerned,
- The re-use of resources (including nutrients, organic matter and water),
- The minimisation of any adverse impacts on the amenity of the land on which it is installed or constructed and other land in the vicinity of that land.

The council must also consider any matter specified in guidelines or directions issued by the Director-General in relation to the matters referred to in the above performance objectives.

Additionally, the council must not grant an application for an approval to install, construct or alter a waste treatment device or sewage management facility unless it is satisfied that the activity as proposed to be carried out will comply with any applicable standards established by this Regulation or by or under the Act.

Note: While there are no standards established by the Regulation or Act it is accepted that AS1547: 2012 On-site domestic wastewater management and Environment and Health Protection Guidelines (DLG: 1998) are 2 appropriate reference documents commonly used in the assessment and design of On-site Sewage Management Systems.

The continued operation of Wastewater Management Systems is also addressed in the Regulation. Systems must be operated in a manner that achieves the same installation performance standards mentioned above. Additionally, systems must be operated in accordance with relevant operating specifications and procedures for the system and allow the removal of any treated sewage in a safe and sanitary manner. Further conditions of approval require that the system is maintained in a sanitary condition and that the operation of the system must not discharge into any watercourse or onto any land other than the effluent application area.

The proposed development must also consider the following legislation relevant to wastewater management.

- *Environmental Planning and Assessment Act (1979).*
- *Protection of the Environment Operations Act (1997).*

2.1.3 Policies, Standards and Guidelines

The key policies used in this assessment may include:

- NSW Groundwater Policy (specifically the Groundwater Quality Policy),
- Local Planning for Healthy Waterways using NSW Water Quality Objectives,
- NSW Oyster Industry Sustainable Aquaculture Strategy (2016), and
- Using the ANZECC Guidelines and Water Quality Objectives in NSW.

At a broad level, the ANZECC Water Quality Guidelines for Fresh and Marine Waters (2000) and NSW Oyster Industry Sustainable Aquaculture Strategy have been used (in accordance with NSW policy) to determine water quality objectives for the system (where applicable).

The following guidelines and technical references are used by local and state government in assessing applications for systems of this scale.

- AS/NZS1547:2012 On-site domestic wastewater management.
- Environment and Health Protection Guidelines: On-site Sewage Management (NSW DLG, 2025).

3 Site and Soil Evaluation

A site and soil evaluation of the property was undertaken based on AS/NZS 1547:2012, Section 5.2 and several Appendices including B, C and D. The broad goal of the site and soil evaluation was to collect sufficient information about the site, soil and local environmental constraints. This information enables good decision making on the suitability for land based on-site wastewater systems for the development and if appropriate, inform the design, location and operation of the system.

The assessment was performed in two stages.

Stage 1 was a desktop study with the objective to collect, in advance, regulatory, planning, and environmental information for the site, development and general area. DWA also used its Geographic Information System (GIS) to identify spatial and geographic data relevant to the site and broader area to help inform decisions during site assessment and in the system selection and design process.

Stage 2 is to visit the site to undertake a site and soil assessment having regard to an overall evaluation of the site rather than each individual lot. Of importance during this stage is an evaluation of the land within and surrounding the study area with an emphasis on the interaction between surface shape, surface gradient, and water regime. The site visit also allows for the identification, inspection and analysis of sensitive receptors that may influence suitability and subsequent design tasks. A soil survey is completed across the study site with soil samples collected for characterisation and laboratory testing. The complexity of the soil survey is dependent on the scale of the subdivision and variability in land and soils. While AS1547 (C3.5.4) suggests that an evaluation of 3 representative sites within the subdivision are inspected, the exact number will be dependent on several factors including the size of the subdivision and the homogeneity of the landform and soils. Soil test pits are excavated to a suitable depth using a shovel and auger with soil samples collected and photographed for examination, laboratory analysis and reporting.

The overall aims of the assessment were to:

- Provide sufficient information for deciding whether the lot is suitable to sustain an on-site system,
- Provide detailed site-specific information identifying the site-and-soil characteristics to be considered when selecting and designing the on-site system,
- Identify, analyse, and evaluate any risks posed by site-and-soil characteristics which might compromise the long-term effectiveness of the on-site system,

- Identify, analyse, and evaluate any risks of contamination of groundwater or surface water and of associated health risks, and
- Develop and refine measures required to reduce and monitor identified risks that can be considered in the design phase of the study.

The field investigation for the existing Lot 183 (proposed Lot 1) was performed on **7 May 2025**. The subdivision field investigation for proposed Lots 2 and 3 was performed on **8 July 2025**.

The outcomes of the site assessment are presented in Section 3.1, with the soil assessment information in Section 3.2 and overall outcomes presented in Section 3.3. A plan showing the site and surrounding area is presented in Figure 3 and Figure 4 with photos also provided for context in Section 3.1.3.

3.1 Site Assessment

Site assessment observations for the lot were determined based on AS1547, Section 5.2 (Site and Soil Evaluation). The evaluation utilised methodologies and procedures from Appendices B, C and D of AS1547 as well as the NSW Environment and Health Protection Guidelines, Section 4.3.3 and Table 4 (Site Assessment: Rating for On-site Systems).

Results and corresponding outcomes from the site assessment are presented in Table 2

Table 2 Desktop Site Assessment

Site Feature	Observation	Risk Classification	Assessed Outcome
Flood potential	Site located above Council defined flood levels	Minor limitation	Minimal influence on system selection or design
Exposure	Moderate sun and wind	Minor limitation	Minimal influence on system selection or design
Slope %	0 - 6	Minor limitation	Minimal influence on system selection or design
Landform	Linear planar. Natural drainage but less effective with distance from crest. No spreading or acceleration.	Minor limitation	Minimal influence on system selection or design

Site Feature	Observation	Risk Classification	Assessed Outcome
Run-on and seepage	None, low	Minor limitation	Minimal influence on system selection or design
Erosion potential	No signs of erosion observed	Minor limitation	Minimal influence on system selection or design
Site drainage	No visible signs of surface dampness	Minor limitation	Minimal influence on system selection or design
Fill	Fill observed TP 2	Minor limitation	Minimal influence on system selection, design, or construction
Rocks and rock Outcrops	No surface rock observed	Minor limitation	Minimal influence on system selection or design
Vegetation	Grass cover	Minor limitation	Minimal influence on system selection or design
Watercourses and sensitive receptors	Nil	Minor limitation	Minimal influence on system selection or design
Soil water regime	In a soil profile with a loam layer extending to 180 mm and a medium clay layer from 180 mm to > 950 mm, water behaviour can vary between the layers. The loam soil at the surface has moderate infiltration and good drainage, allowing water to enter and distribute evenly, providing adequate moisture for plants without pooling. It holds a moderate amount of water, reaching field capacity relatively quickly after rainfall or irrigation.	Moderate limitation	Consider level of treatment and LAA design to manage poorer soil water regimes. Adopt conservative design loading rate (DLR) to ensure adequate hydraulic performance.

Site Feature	Observation	Risk Classification	Assessed Outcome
	Beneath this, the medium clay soil has slower infiltration due to its denser and fine texture. It retains a high amount of water but drains slower than the upper profile. Water moves slower through the clay, potentially leading to periods of saturation near the interface with the loam layer especially during wetter seasonal conditions.		
Acid Sulfate Soils ¹	N/A	Minor limitation	Minimal influence on system selection or design
Biodiversity Values Map ²	Yes, biodiversity values mapped (Proposed lot 3, refer Figure 4).	Minor limitation	Minimal influence on system selection or design
Drinking Water Catchment ¹	No	Minor limitation	Minimal influence on system selection or design
Aquaculture Areas ³	No aquaculture mapped	Minor limitation	Minimal influence on system selection or design

¹ NSW Government eSpatial Planning Viewer

² NSW Government Biodiversity Values Map and Threshold Tool

³ NSW Fisheries Spatial Data Portal

3.1.1 Vegetation and Biodiversity

With reference to the NSW Government Biodiversity Value Map, a small area in the southeastern corner of proposed Lot 3 is shown as mapped. The Statement of Environment Effects (Total Surveying Solutions, Ref 240854, 4/1/2025) states '*However, the detail survey and aerial photograph does not show any vegetation in this area, therefore a biodiversity report has not been included in this application*'. The mapped vegetation is shown in Figure 4.

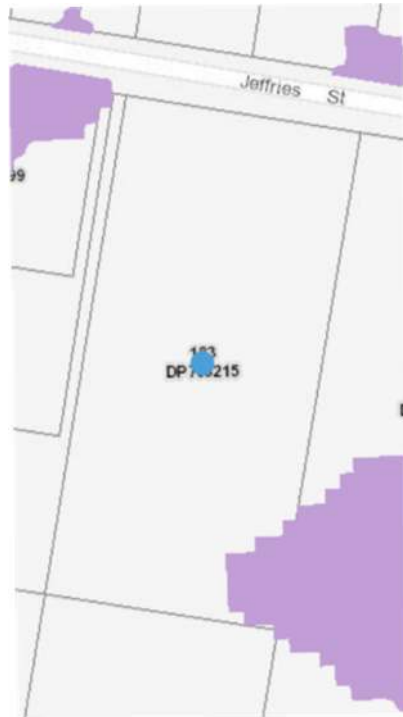


Figure 2 Mapped Biodiversity Values

3.1.2 Existing Wastewater System

The existing 4-bedroom dwelling is currently serviced with a secondary treatment system. The existing secondary treatment system is located near the western boundary of the property and approximately 39m from the rear of the existing dwelling. Its location is within Lot 2 of the proposed subdivision. The system is a single concrete tank with a peak treatment capacity estimated at 1500 Litres/Day.

Secondary treated effluent from the treatment system is directed to a surface spray land application area (LAA). The LAA consist of a relocatable lilac hose and several surface sprayers which at the time of the site visit were located within the proposed Lot 2.

3.1.3 Site Photos

Photo 1: property entrance



Photo 2: Land Application Area



Photo 3: View of proposed Lots 2 & 3



Photo 4: Existing secondary treatment system located on proposed Lot 2





Jeffries Street

201.01 m

152.88 m

- Boundary
- 1m contour
- Hydroline
- Hydroarea
- ➔ Slope Direction

0 25 50 75 m



Project: 0856
Drawn: 11/07/2025
Revision: 00

Figure 3 Site Assessment Plan



Figure 4 Proposed Subdivision Layout

0 5 10 15 m

Project: 0856
Drawn: 1/05/2025
Revision: 00

3.2 Soil Assessment

The site is located on the Branxton (YP-bx) soil landscape. This soil landscape typically consists of gently undulating rises to low hills and creek flats. Elevations range from 50 – 80 m, and slopes from 3 – 5%. The main soils are Yellow Podzolic Soils on midslopes with Red Podzolic Soils on crests. Yellow Soloths occur on lower slopes and in drainage lines. Alluvial Soils occur in some creeks with Siliceous Sands on flats within large valleys.

Discrete soil samples from the test pit determined to be the most representative of the location of the proposed land application area were analysed in-house for physical parameters including Emerson Aggregate Test.

A summary of the sub-surface profile is presented in the table below.

Table 3 Summary of soil profile characteristics

Test Pit	Depth (mm)	Texture ⁴	Structure	Colour	Coarse Fragments
TP1, Lot 1 (northwest)	0 – 180	Loam (3)	Moderate	Brown	<2% Very few
	180 – 950	Medium clay (6)	Strong	Orange	<2% Very few
	Test pit terminated in medium clay				
TP2, Lot 1 (south)	0 – 130	Loam (3)	Moderate	Brown	<2% Very few
	130 – 500	Loam (3) to Medium Clay (6)	Moderate	Brown/orange Fill	<2% Very few
	500 – 750	Clay loam (4)	Moderate	Orange	<2% Very few
	Test pit terminated on weathered rock				
TP3, Lot 2	0 – 260	Clay loam (4)	Moderate	Brown	<2% Very few
	260 – 550	Light clay (5)	Moderate	Orange with red mottles	<2% Very few
	550 – 1100	Medium clay (6)	Strong	Cream with red mottles	<2% Very few
	Test pit terminated in medium clay				

⁴ Soil category in brackets.

Test Pit	Depth (mm)	Texture ⁴	Structure	Colour	Coarse Fragments
TP4, Lot 3	0 – 350	Loam (3)	Moderate	Blackish/brown	50 - 90% Abundant
	350 –1000	Medium clay (6)	Strong	Red	<2% Very few
	Test pit terminated in medium clay				

3.2.1 Soil Laboratory Results and Interpretation

This section presents the outcomes from the laboratory analysis of the soil samples. The information below provides information about each soil test with a summary of the soil results and interpretation presented in Table 4. Interpretation is based on information contained in Hazelton and Murphy (2016). Recommendation of suitable soil remediation or other control measures, if required, are presented at the bottom of Table 4.

3.2.1.1 pH

The pH value of the soil can influence the soil conditions, vegetation growth and the mobility/availability of nutrients and metals. The pH range most suitable for plant growth is between 5.5 – 9.0 with remediation a consideration if the results fall outside the range. Soil pH can be adjusted with the addition of lime at a rate calculated for the soil result.

3.2.1.2 Salinity and Sodicity

Soil salinity is the accumulation of water-soluble salts in the soil. The predominant cations and anions that contribute to salinity are sodium, calcium, and magnesium in the form of chlorides, sulphates, or carbonates. Elevated salinity can impact plant growth and contribute to erosion and a change in soil texture. Salinity is directly proportional to the measured electrical conductivity of a soil - water extract with the standard units being decisiemens per metre (dS/m). The EC result is converted to ECe to reflect the estimated water-holding capacity of the soil with the conversion factor a function of the soil texture.

Hazelton and Murphy (2016) states that soils with a salinity (ECe) <2 dS/m are considered non-saline and will have negligible effects on plant growth. Soils with a salinity above 4dS/m may start to impact plants.

Sodicity is defined as the level of exchangeable sodium cations in the soil with implications of dispersion on wetting and shrink-swell properties. According to Hazelton and Murphy (2016), soils that are sodic can exhibit the following properties that may be detrimental to the application of wastewater:

- Surface crusting,
- Low infiltration and hydraulic conductivity,
- Hard and dense sub-soils,
- Susceptibility to gully and tunnel erosion.

Sodicity is determined using Exchangeable Sodium Percentage which is calculated as a function of the soluble sodium and cation exchange results. ESP of > 10% (Environment and Health Protection Guideline) is considered a major limitation which should be addressed.

A further indication of sodicity can be obtained from the results of the Emerson Aggregate Test (EAT). Generally, soils with an EAT class of 3(2), 3(1), 7 and 8 are unlikely to be sodic. EAT class of 3(3), and 2(1) may be sodic with class 2(2), 2(3) and 1 most likely to be sodic.

3.2.1.3 Phosphorus sorption capacity

The phosphorus sorption capacity is an indicator of the capacity of a soil to absorb phosphorus as effluent moves through the soil profile. According to the EHP Guidelines (DLG 1998), the expected rate of phosphorus sorption by the soil is expected to be in the range 25 – 50% of the P-sorption capacity result beyond which leaching may occur. An optimum soil P-sorption capacity is in the order of 50-years based on the soil phosphorus concentration.

Table 4 Summary of Soil Results and Interpretation TP 1

Test parameter ⁵	Result	Desirable Range			Interpretation
		← Lower limitation		Higher limitation →	
pH	5.3	6.0 – 9.0	5.0 – 6.0	<5.0	The soil pH is marginally outside the desirable range. Adjustment of the soil pH should be considered.
Electrical conductivity (ECe dS/m)	1.39	<2	2 – 8	>8	The electrical conductivity of the soil is at the lower end of limitation range. Remediation of soil within the LAA is not required.
Emerson aggregate test (EAT) ⁶	0 – 180mm Class 8	3(1), 3(2), 4, 7, 8	3(3), 2(1), 2(2)	1, 2(3)	The EAT result is indicative of a low risk. Remediation of soil within the LAA is not required.

⁵ Sample result for pH, EC and P-sorption reflects the limiting layer (TP1/2).

⁶ EAT results are for TP1 discrete soil profiles.

Test parameter ⁵	Result	Desirable Range			Interpretation
		Lower limitation		Higher limitation	
	180 – 950mm Class 7				The EAT result is indicative of a low risk. Remediation of soil within the LAA is not required.
Phosphorus sorption capacity ⁷ (mg/kg)	400	>250	125 - 250	<125	The P-sorption result is within the desirable range and a low risk.
Remediation and Control Measures		Adjust pH of soils within the LAA with the application of lime at the rate of 0.5kg/sq m. This will also mitigate sodicity impacts.			Required

⁷ P-sorb results sourced from previous data from the Lovedale area.

3.3 Site and Soil Evaluation Outcomes

The outcomes from the site and soil evaluation assessment have identified the following major or moderate limitations:

3.3.1 Major Limitations

- **Potential for soil dispersion:** The potential for soil dispersion is a critical factor when applying treated human wastewater on a residential block, as it directly affects the soil's structural stability and capacity to absorb and treat effluent. Dispersive soils, which readily break down into fine particles when wet, can block soil pores and lead to reduced infiltration, surface ponding, and subsurface clogging. This impairs the effectiveness of wastewater disposal systems, increasing the risk of runoff and land application failure. Identifying and managing dispersive soils is essential to ensure the safe, sustainable, and compliant operation of on-site wastewater treatment systems.

3.3.2 Moderate Limitations

- **Soil characteristics and soil/water regime (low permeability subsoil):** The presence of low permeability subsoils is a key consideration when applying treated human wastewater on a residential block, as it significantly restricts the downward movement of effluent through the soil profile. Generally, a higher effluent quality—typically secondary treated wastewater with lower nutrient and pathogen levels—is often required to reduce health and environmental risks. Additionally, the land application method must be carefully selected to suit the site's limitations, with surface or shallow subsurface irrigation systems often preferred over absorption trenches or deep infiltration methods.

A treatment system and land application approach has been identified in Section 4 that is considered the most suitable wastewater management option taking into consideration the above site constraints.

DWA has also identified the following management controls to address the constraints identified and ensure the preferred system is designed correctly for the site:

- Completion of hydraulic and nutrient balance calculations to size the land application area using assumptions and criteria from published standards, guidelines, and references.
- Demonstration of appropriate horizontal and vertical setbacks to site features, development features and sensitive receptors as outlined in AS1547 (2012 - Appendix R).

- Selection of a treatment system, land application area design and effluent quality standard that is suitable for the observed site, soil, environmental and development features and subsequent related limitations.
- Adopt a conservative design loading rate that matches the most limiting soil within 600mm of the point of application (Category 6 clay).
- Application of lime at a minimum rate of 0.5 g/m² to ameliorate pH and sodicity.

4 Available Area for Land Application

An evaluation of the available area potentially suitable for consideration as an effluent management area was undertaken across the development site. The GIS based evaluation applied the outcomes from the site and soil investigation in conjunction with criteria from AS1547 (2012) to identify and map areas that are less constrained by limiting features known to influence on-site wastewater selection and design. A concept of potential effluent management area (PEMA) was applied where the definition of 'PEMA' is:

'Total allotment area excluding dams, intermittent and permanent watercourses and open stormwater drains and pits in addition to the relevant buffer distances prescribed in AS1547 Appendix R for those features.'

To assist in identifying the PEMA's a setback distance analysis was performed to determine appropriate setback distances for various site features that are referenced in AS1547 – 2012 Appendix R1/R2. As stated in the standard, local conditions and sensitive receiving environments typically require different setback distances. The table is used in conjunction with the outcomes from the site and soil evaluation to provide guidance on what would be an appropriate setback distance for the adopted land application method and design effluent quality against each relevant site feature.

Appendix R of the standard applies a risk-based approach to the determination of setback distances for the various site features. Each setback distance is a range rather than a single prescribed value with the physical horizontal or vertical setback distance determined as a function of a constraint scale for each site or system feature. Selection of a higher or lower distance for each relevant feature is based on the assessor's knowledge and experience using guidance notes included in the Appendix.

Table 5 presents the adopted or available setback distance for each site feature with Table 6 providing further information on the site features and other contributing factors that may influence selection and design of the treatment system and LAA. A summary of setback distances from important site features applied during the PEMA identification process is presented in Table 7.

Table 5 LAA Setback Distance Assessment

Site Feature	Distance available/ adopted	AS1547 Range Table R1	Contributing Factors Table R2
Horizontal setback			
Property boundary	1.5m Lot 1	1.5 – 50m	Microbial (A) Slope (D) LAA Method (J)
	3m Lots 2 and 3		
Buildings/houses	2m	2.0 - >6m	
Surface water	>100m	15 – 100m	Microbial (A) Surface water (B) Slope (D) Location of LAA (E) Drainage (F) Flood potential (G) LAA Method (J)
Bore/well ⁸	>50m	15 – 50m	Microbial (A) Groundwater (C) Geology and soils (H) LAA Method (J)
Recreational areas such as swimming pools and play equipment	>3m	3 – 15m	Microbial (A) Location of LAA (E) LAA Method (J)
In-ground water tank	N/A	4 – 15m	
Retaining walls, embankments, and escarpments	N/A	3.0m or 45° angle from toe of wall	Slope (D) Flood potential (G) Geology and soils (H)
Vertical Setback			
Groundwater	>1m	0.6 - ≥1.5m	Microbial (A) Groundwater (C) Drainage (F) Flood potential (G) Geology and soils (H) Landform (I) LAA Method (J)
Hardpan or bedrock	>1m	0.5 - ≥1.5m	Microbial (A) Groundwater (C) LAA Method (J)

⁸ National Groundwater Information System, Bureau of Meteorology (Australian Government)

Table 6 Site Features/Contributing Factors Evaluation

Site or system feature	Constraint Scale			Notes/Comments
	Lower constraint		Higher constraint	
Microbial (A)	☒ Lower microbial levels (e.g., secondary effluent + disinfection) ☐ Off-site management	☐ Some microbial reduction (e.g., secondary effluent)	☐ Higher microbial levels (e.g., primary effluent)	Two different options have been progressed – refer Section 4.
Surface water (B)	☐ Cat 1 – 3 soils ☒ >100m to downslope surface water ☒ Lower rainfall area ☒ No resource/environmental values in proximity	☐ 50 - 100m to downslope surface water	☒ Cat 4 – 6 soils ☐ <50m to downslope surface water ☐ Higher rainfall area ☐ High resource/environmental value	
Groundwater (C)	☒ Cat 5 – 6 soils ☒ Lower environmental value	☐ Cat 3 – 4 soils	☐ Cat 1 – 2 soils ☐ Gravel aquifer ☐ High environmental value	
Slope (D)	☒ 0 - 6% surface ☒ 0 - 10% subsurface	☐ 6 - 10% surface ☐ 10 - 30% subsurface	☐ >10% surface ☐ >30% subsurface	
Location of LAA (E)	☒ Most site and environmental features located upgradient	☐ Some site and environmental features located downgradient	☐ Most site and environmental features located downgradient	

Site or system feature	Constraint Scale		Notes/Comments
	Lower constraint	Higher constraint	
Drainage (F)	☐ Cat 1 – 2 soils ☒ Gently sloping	☐ Cat 3 - 5 soils	☒ Cat 6 soils ☐ Visible seepage, moisture tolerant plants, or low-lying areas
Flood potential (G)	☒ >1:20 AEP LAA ☒ >1:100 AEP System	-	☐ <1:20 AEP LAA ☐ <1:100 AEP System
Geology and soils (H)	☐ Cat 3 – 4 soils ☒ Suitable geology	☐ Cat 2 & 5 soils	☒ Cat 1 & 6 soils ☐ Less suitable geology
Landform (I)	☒ Hill crests, convex side slopes and plains	-	☐ Drainage plains and incise channels
Application method (J)	☒ Sub-surface ☐ Sub-soil ☐ Mound	-	☐ Surface Two different options have been progressed – refer Section 4.

Table 7 Summary of Feature Assessment Criteria

Feature	Applied Criteria
Property boundary	1.5m Lot 1
	3m Lots 2 and 3
Watercourses (non-perennial)	>100m all lots
Slope	<10% all lots

The concept of PEMA has not been applied to Lot 1 due to the exiting dwelling and other built structures. It has been determined however that sufficient land is available to accommodate an LAA of a size appropriate for a 4-bedroom dwelling. This is shown in Figure 5 and Figure 6.

The PEMAs for Lots 2 and 3, within which an appropriately sized LAA can be located is shown in Table 8. It should be noted that future property owners will need to consider development characteristics, allotment-specific site conditions, and adherence to prescribed setbacks. As indicated in Table 8 and Figure 7, there is sufficient land within the PEMA on each proposed lot to satisfactorily accommodate a land application area sized for a five-bedroom dwelling. Further, should the proposed development characteristics result in a wastewater generation higher than that of a 5-bedroom dwelling, additional land is available either within the PEMA or allotment generally.

Table 8 Potential Effluent Management Area (PEMA)

Lot Number	Lot Size (m ²)	Building Envelope (m ²)	PEMA (m ²)
2	4,207	2,339	800
3	4,361	2,698	800

Jeffries Street



STS (proposed)

STS (existing)

On-site Wastewater System

Development and Design

- Existing 4 bedroom dwelling, 7.2 EP.
- Adopted flow 150L/EP/Day.
- Peak flow 1080 L/Day./
- Domestic wastewater characteristics assumed.

Treatment System

- Secondary Treatment System with an accredited min. capacity of 1200L/Day.

Land Application

- 540m² (3 zones) of sub-surface drip irrigation.

Notes

- Plan not for construction.
- Existing STS to be decommissioned.

- Boundary
- Proposed Lots
- STS (existing)
- STS (proposed)
- SubSurface LAA 540m²
- 1m contour
- Future Shed location
- Future Pool location

0 5 10 15 m

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Figure 5 On-site Wastewater Plan for Lot 1



1.58 m

2.15 m

1.99 m

STS (proposed)

2.01 m

12.3 m

20.34 m

On-site Wastewater System

Development and Design

- Existing 4 bedroom dwelling, 7.2 EP.
- Adopted flow 150L/EP/Day.
- Peak flow 1080 L/Day./
- Domestic wastewater characteristics assumed.

Treatment System

- Secondary Treatment System with an accredited min. capacity of 1200L/Day.

Land Application

- 540m² (3 zones) of sub-surface drip irrigation.

Notes

- Plan not for construction.
- Existing STS to be decommissioned.

- Boundary
- Proposed Lots
- STS (proposed)
- SubSurface LAA 540m²
- 1m contour
- Future Shed location
- Future Pool location

0 5 10 15 m



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Drawn: 11/07/2025
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Figure 6 On-site Wastewater Plan for Lot 1



Figure 7 PEMA Plan for Lots 2 and 3

5 On-site Wastewater Servicing Strategy

5.1 Wastewater Servicing Options Evaluation

Several broad options for wastewater servicing solutions were initially considered by DWA that encapsulated the full range of servicing strategies available for this site. These were shortlisted to a single preferred servicing option following an initial screening process as summarised in Table 9 below.

To further assess the suitability of the preferred option, an evaluation of project specific site and soil features was performed against Table K1 of AS1547. The outcomes of the evaluation are documented in Table 10.

Table 9 Outcomes of Initial Screening Process

No.	Potential servicing option Treatment	LAA	Evaluation	Progress?
1	Sewer	N/A	Sewer is not available to the property.	No
2	Primary	Conventional bed	This is a commonly utilised wastewater management option where the outcomes from the site and soil evaluation have identified that primary treated effluent to a sub-soil land application method can achieve a satisfactory level of environmental and human health protection. This system is suitable for sites that are not constrained by sensitive receiving environments, have sufficient depth of soil of a suitable category and ground slope is <15%. Conventional beds are suitable for small sites where the area of useable land is limited. Based on the outcomes of the site and soil evaluation, this option could be carried forward due to available area and relatively flat conditions. However, the soil category, soil water regime and notes 2 and 3 in Table L1 of AS1547 are acknowledged however could be managed through design.	Possible, though consider major and moderate limitations discussed in Section 3.
3	Secondary	Surface irrigation	This is a commonly utilised wastewater management option where the outcomes from the site and soil evaluation have identified that secondary treated effluent to a surface land application method can achieve a satisfactory level of environmental and human health protection. This system is suitable for sites that are not constrained by sensitive receiving environments, have sufficient depth of soil of a suitable category and a relatively gentle ground slope	Yes

No.	Potential servicing option		Evaluation	Progress?
	Treatment	LAA		
			(<10%). The use of spray irrigation provides a cost-effective land application method in comparison to subsurface methods. Based on the outcomes of the site and soil evaluation, this is a feasible and approvable option due to the suitability of secondary treated effluent in category 5 and 6 soils and minimal environmental receptors in proximity to the property.	
4	Secondary	Sub-surface irrigation	This is a commonly utilised wastewater management option that provides a high level of performance. Secondary treatment systems provide significantly improved effluent quality characteristics over primary systems. The subsurface land application method delivers enhanced levels of environmental and human health protection resulting from superior assimilation of the applied effluent and nutrients through soil and biological processes. This system is suitable for sites that are constrained by sensitive receiving environments, slope gradients up to 30% without needing specific hydraulic design and soil depths exceeding ~0.8m below ground level. Based on the outcomes of the site and soil evaluation, this is a feasible and approvable option due to suitability of secondary treated effluent in category 5 and 6 soils, enhanced protection afforded by sub-surface application methods, and ability to manage dosing rates	Yes

Table 10 Outcomes of Features Assessment Against AS1547 Appendix K

Selected Land Application	Feature	Details	Outcome
Sub-Surface Irrigation	Slope Gradient	Sub-surface irrigation: a maximum slope of 30% is recommended without specific design.	Achievable
	Soil Depth	Sub-surface irrigation: preferably >0.6m below bottom of dripper line is desirable.	Achievable
	Soil Category	Sub-surface irrigation: suitable for most soil categories subject to satisfactory assessment, design and construction.	Achievable
	Depth to Seasonal Water table	Sub-surface irrigation: preferably >1.2m however subject to assessment. Less critical due to shallow effluent application and lower areal loading rates.	Achievable
	Duration of continuous seasonal soil saturation	Prolonged saturation of upper soil Impedes treatment and hinders absorption. Periods of continuous saturation of the upper 0.4 m of the soil should not exceed several weeks at any one time.	Achievable
	Dispersive (sodic) soils	Most land application systems require satisfactory assessment and management of dispersive soils.	Achievable
	High content of stones, cobbles, and boulders	More important for trench and ETA systems.	Achievable

Selected Land Application	Feature	Details	Outcome
	Climatic Factors	Sub-surface irrigation: climatic factors not significant.	Achievable, climatic conditions favourable.
	Lot Size	Lot size requires a satisfactory level of assessment to understand the relationship between lot size and the land application type with consideration to site specific site and soil features and available setback distances to sensitive receiving environment.	Achievable

5.2 Design Wastewater Flows

To account for potential variability in dwelling occupancy within new subdivisions, several traditional occupancy scenarios have been developed. It is accepted practice that design wastewater flows in domestic situations are typically based on both occupancy and the water supply source, with peak occupancy directly related to the number of bedrooms in a dwelling (Reference: AS1547). DWA understands that a reticulated water supply will be available to the allotments. In accordance with AS1547 (Table H1), a wastewater design flow of 150L/person/day has been chosen, given the reticulated water supply. Based on the subdivision's location and characteristics, a permanent and stable occupancy profile has been assumed. Therefore, significant variability in design flows (e.g., intermittent or surge flows) has not been considered. Additionally, the use of standard water-reducing fixtures has also been assumed.

An equivalent population (EP) has been estimated for each dwelling based on the Council's method, which suggests a multiplier of 1.8 EP per bedroom. Several wastewater flow scenarios addressing the most common occupancy profiles for dwellings within residential subdivisions are presented in Table 11.

Table 11 Design Wastewater Flows

Number of Bedrooms	Design Occupancy	Adopted Daily Wastewater Flow
3	5.4	810L/Day
4	7.2	1,080L/Day
5	9	1,350L/Day

5.2.1 Wastewater and Effluent Quality

Domestic wastewater from dwellings is derived from kitchens, bathrooms, laundries, and toilets. Wastewater typically comprises both blackwater and greywater depending on the source. AS1547 defines blackwater as *'Wastes discharged from the human body either direct to a dry-vault toilet or through a water closet (flush toilet) or urinal.'* Greywater is defined as *'Wastes from a bath, shower, basin, laundry, and kitchen, but excluding toilet and urinal wastes. Greywater may still contain pathogens.'*

Wastewater and effluent quality criteria adopted for this project are presented in Table 12

Table 12 Wastewater and Effluent Quality Criteria

Parameter	Wastewater Vue ⁹	Adopted Effluent Value
Biochemical Oxygen Demand	200 – 300mg/L	<20mg/L (90th percentile value per AS1546.3: 2017)
Total Suspended Solids	200 – 300mg/L	<30mg/L (90th percentile value per AS1546.3: 2017)
Total Nitrogen	20 – 100mg/L	35mg/L (Typical for secondary treated effluent)
Total Phosphorus	10 – 25mg/L	12mg/L (Typical for secondary treated effluent)
Faecal Coliforms	10 ³ – 10 ⁶ cfu/100mL	<30cfu/100mL (Maximum value per AS1546.3: 2017)

5.3 Land Application Design Basis

As outlined in Section 5.1 the on-site wastewater management system selected for all the proposed allotments within the subdivision is to comprise a secondary treatment system with either sub-surface or surface irrigation land application method (subject to Council approval).

The design parameters and assumptions adopted to derive the size of the land application area is presented in Table 13. The table also provides the basis for the selection which links to the outcomes of the site and soil assessment, literature reference or guideline document.

Table 13 Land Application Design Sizing Parameters

Parameter	Value	Basis
Proposed LAA Type	Sub-surface or Surface irrigation (Refer L5 of AS1547)	Suitability to the site
Design Loading/Irrigation Rate	2mm/day	AS1547: 2012 Table M1 Category 6 soil
Soil Depth to Limiting Layer	~0.95m (TP1) ~1.1m (TP3)	Based on soil logs

⁹ Environment and Health Protection Guidelines (DLG 2025).

Parameter	Value	Basis
	~1.0m (TP4)	
Climate Data – Rainfall	Cessnock Airport AWS (061260)	BOM
Climate Data - Evaporation	Cessnock Airport AWS (061260)	BOM
Typical Effluent Quality Total Nitrogen	35mg/L	Secondary Effluent Quality
Typical Effluent Quality Total Phosphorus	12mg/L	
Adopted crop nitrogen uptake	250 kg/ha/year	25% of typical mixed grass (to account for reduced clippings removal and soil health).
Adopted crop phosphorus uptake	30 kg/ha/year	
P-sorption capacity	400mg/kg	Assumed based on results from Wilderness Rd, Lovedale
Bulk density	1.4 g/cm ²	Typical
Soil P-sorption effectiveness	70%	Conservative value
Nitrogen lost to soil processes	20%	Geary and Gardner (1996)

The table below presents a summary of the outcomes from the design basis and LAA sizing calculation process. An LAA design outcome to service the existing dwelling located on proposed Lot 1 can be found in Table 15. Design outcomes for each of the dwelling configurations can be found in Table 16, Table 17 and Table 18.

Table 14 Summary of Design Basis and LAA Size Outcomes

Number of Bedrooms	Design Occupancy (EP)	Adopted Daily Wastewater Flow (L/Day)	Adopted LAA Size (m ²)
Existing dwelling	7.2	1,080L/Day	540
3	5.4	810L/Day	405
4	7.2	1,080L/Day	540
5	9	1,350L/Day	660

Table 15 LAA Design Outcomes for Existing Dwelling (Proposed Lot 1)

Calculation Method	LAA Size	Comment		
Hydraulic Calculations				
Hydraulic Equation	540m ²	AS1547 (2012) equation		
Monthly Water Balance	527m ²	Result reflects maximum land area required for zero storage (June)		
	442m ²	Result for next largest LAA size based on zero storage (May)		
	208m ²	Result for smallest (minimum) LAA size based on zero storage		
	12	Months of the year balanced based on adopted LAA size		
Nutrient Calculations		Nutrient Utilisation Area (NUA) Data		
		NUA	LAA Width ¹⁰	Downslope Buffer
Nitrogen Balance	442m ²	0m ²	20m	0m
Phosphorus Balance	415m ²	0m ²		0m
Adopted LAA Size	540m ²	A risk-based approach consistent with AS1547 (Section 2) has been applied in the determination of the most suitable LAA size. The area has been selected based on the outcomes from the hydraulic calculation (AS1547), monthly water balance and nutrient calculations in conjunction with relevant climatic characteristics. The design process and resulting LAA size also reflects an embedded high cumulative level of conservatism through the selection of conservative design and calculation assumptions such as DLR, EP and wastewater flow.		
Adopted DLR	2mm/day			
Effective DLR	2mm/day			

¹⁰ Nominal LAA width selected. However, it is acknowledged that LAA widths will vary between allotments due to site and development specific factors. It is recommended that the land application area size, NUA assumptions and LAA location would be verified as part of the S68 application to Council for each allotment.

Table 16 LAA Design Outcomes for 3-Bedroom Dwelling

Calculation Method	LAA Size	Comment		
Hydraulic Calculations				
Hydraulic Equation	405m ²	AS1547 (2012) equation		
Monthly Water Balance	396m ²	Result reflects maximum land area required for zero storage (June)		
	332m ²	Result for next largest LAA size based on zero storage (May)		
	156m ²	Result for smallest (minimum) LAA size based on zero storage		
	12	Months of the year balanced based on adopted LAA size		
Nutrient Calculations				
		Nutrient Utilisation Area (NUA) Data		
		NUA	LAA Width ¹¹	Downslope Buffer
Nitrogen Balance	331m ²	0m ²	20m	0m
Phosphorus Balance	311m ²	0m ²		0m
Adopted LAA Size	405m ²	A risk-based approach consistent with AS1547 (Section 2) has been applied in the determination of the most suitable LAA size. The area has been selected based on the outcomes from the hydraulic calculation (AS1547), monthly water balance and nutrient calculations in conjunction with relevant climatic characteristics. The design process and resulting LAA size also reflects an embedded high cumulative level of conservatism through the selection of conservative design and calculation assumptions such as DLR, EP and wastewater flow.		
Adopted DLR	2mm/day			
Effective DLR	2mm/day			

¹¹ Nominal LAA width selected. However, it is acknowledged that LAA widths will vary between allotments due to site and development specific factors. It is recommended that the land application area size, NUA assumptions and LAA location would be verified as part of the S68 application to Council for each allotment.

Table 17 LAA Design Outcomes for 4-Bedroom Dwelling

Calculation Method	LAA Size	Comment		
Hydraulic Calculations				
Hydraulic Equation	540m ²	AS1547 (2012) equation		
Monthly Water Balance	527m ²	Result reflects maximum land area required for zero storage (June)		
	442m ²	Result for next largest LAA size based on zero storage (May)		
	208m ²	Result for smallest (minimum) LAA size based on zero storage		
	12	Months of the year balanced based on adopted LAA size		
Nutrient Calculations				
		Nutrient Utilisation Area (NUA) Data		
		NUA	LAA Width ¹²	Downslope Buffer
Nitrogen Balance	442m ²	0m ²	20m	0m
Phosphorus Balance	415m ²	0m ²		0m
Adopted LAA Size	540m ²	A risk-based approach consistent with AS1547 (Section 2) has been applied in the determination of the most suitable LAA size. The area has been selected based on the outcomes from the hydraulic calculation (AS1547), monthly water balance and nutrient calculations in conjunction with relevant climatic characteristics. The design process and resulting LAA size also reflects an embedded high cumulative level of conservatism through the selection of conservative design and calculation assumptions such as DLR, EP and wastewater flow.		
Adopted DLR	2mm/day			
Effective DLR	2mm/day			

¹² Nominal LAA width selected. However, it is acknowledged that LAA widths will vary between allotments due to site and development specific factors. It is recommended that the land application area size, NUA assumptions and LAA location would be verified as part of the S68 application to Council for each allotment.

Table 18 LAA Design Outcomes for 5-Bedroom Dwelling

Calculation Method	LAA Size	Comment		
Hydraulic Calculations				
Hydraulic Equation	660m ²	AS1547 (2012) equation		
Monthly Water Balance	659m ²	Result reflects maximum land area required for zero storage (June)		
	553m ²	Result for next largest LAA size based on zero storage (May)		
	261m ²	Result for smallest (minimum) LAA size based on zero storage		
	12	Months of the year balanced based on adopted LAA size		
Nutrient Calculations				
		Nutrient Utilisation Area (NUA) Data		
		NUA	LAA Width ¹³	Downslope Buffer
Nitrogen Balance	552m ²	0m ²	20m	0m
Phosphorus Balance	519m ²	0m ²		0m
Adopted LAA Size	660m ²	A risk-based approach consistent with AS1547 (Section 2) has been applied in the determination of the most suitable LAA size. The area has been selected based on the outcomes from the hydraulic calculation (AS1547), monthly water balance and nutrient calculations in conjunction with relevant climatic characteristics. The design process and resulting LAA size also reflects an embedded high cumulative level of conservatism through the selection of conservative design and calculation assumptions such as DLR, EP and wastewater flow.		
Adopted DLR	2mm/day			
Effective DLR	2mm/day			

¹³ Nominal LAA width selected. However, it is acknowledged that LAA widths will vary between allotments due to site and development specific factors. It is recommended that the land application area size, NUA assumptions and LAA location would be verified as part of the S68 application to Council for each allotment.

5.3.1 Comment on Monthly Water Balance

While the monthly water balance method provides some indication of the hydraulic capacity of the system over a monthly basis, it can be a significant oversimplification of dynamic soil water processes and can lead to significant oversizing of land application areas (LAA's), particularly in wet climates (i.e., high rainfall and low evapo-transpiration). Under these conditions, lumped monthly water balance calculations do not adequately simulate day to day soil moisture storage or dynamics and will often result in significantly large LAA's that are not feasible or cost effective to construct. This is especially the case for water balances conducted in regions with low winter evapo-transpiration (such as Barrington) and LAA types that have lower DLRs such as irrigation systems.

Where this is the case, a water balance can be used to inform a risk-based approach to sizing the LAA through measures such as a reduction in the DLR based on professional judgment by a suitability qualified practitioner or alternatively, other design elements may be altered to manage risk (e.g., increased setbacks). For this project, the size of the LAA for both development types have been informed by all calculation methods. The resulting sizes of both LAA's are considered appropriate having regard to the contained LAA method, site and soil assessment outcomes, selection of setback distances and selection of effluent quality and treatment system type.

5.4 Treatment System Design Outcomes

A single treatment system servicing option has been selected to manage the wastewater from all sources. The proposed system will consist of a secondary treatment system with capacity to treat a peak wastewater flow of 1.5kL/day to an effluent quality suitable for the adopted land application method. Standard domestic wastewater load characteristics are assumed. The treatment system design is presented in Table 19.

Table 19 Adopted Treatment System Design

Design Parameter	Adopted Design Value
Secondary treatment system with disinfection	1.5kL/day (peak)
Biochemical Oxygen Demand (BOD ₅)	20 mg/L (90 th %)
Total Suspended Solids (TSS)	30 mg/L (90 th %)
Total Nitrogen (TN)	35 mg/L (ann. median)
Total Phosphorus (TP)	12 mg/L (ann. median)

Several proprietary types of secondary treatment systems are available that can achieve or exceed the required effluent quality criteria. These are listed in the table below.

Table 20 Potential Secondary Treatment Systems

System Type	Advantage	Disadvantage
Aerated Wastewater Treatment System (AWTS)	- Commonly used system with a wide selection of manufacturers.	- Limited ability to manage surge flows.
	- Provides a satisfactory level of performance.	- Moderate to high power and maintenance requirements (depending on system).
	- Lower level of operator input.	- Performance can be influenced by the level and frequency of maintenance.
	- Relatively small footprint for domestic scale systems.	- Remote locations may not have access to maintenance providers.
Recirculating Media Filter (Example: Packed bed reactor)	- Lower operational costs as system can operate as a continuous, passive system.	- Potentially higher capital costs (depending on system).
	- High level of performance.	- Limited number of manufacturers and installers.

5.5 Treatment System Decommissioning

Condition 18 of the Development Consent (8/2024/123/1) requires that decommissioning of the existing wastewater management system that is not subject to an approval must be completed in accordance with NSW Health Advisory Note 3 - Destruction, Removal or Reuse of Septic Tanks, and AWTS dated January 2017. The scope of the advisory note is to 'assist local councils when dealing with applications to reuse septic tanks, collection wells and or aerated wastewater treatment systems (AWTS)'.

Regarding redundant septic tanks, the advisory note provides four management options. These are:

1. Demolition On-site,
2. Removal and relocated.

6 Operation and Maintenance

The wastewater management concept described above has been developed as a relatively low maintenance option. Notwithstanding, AS1547 (T5) provides advice on several operational and maintenance concepts for treatment systems and land application areas that should be considered by owners and occupiers.

6.1 Operation – Treatment System

Reduce the potential for sludge build up and impacts in the treatment tank by:

- Using sink drainers and scraping plates before washing to reduce food scraps entering the system,
- Minimising disposal of oils and fats down the sink, and
- Disposing of hygiene products appropriately.

Reduce impacts on the biological processes within the treatment system and LAA by:

- Using soaps and detergents that are biodegradable, low-phosphorus and low in sodium,
- Avoiding the use of bleaches, whiteners, disinfectants, and nappy soakers,
- Not putting chemicals down the drain,
- Installing water conservations fixtures in the bathroom and laundry,
- Reducing the volume of water used in the house,
- Using water conserving washing machines, shower heads, toilets and dishwashers, and
- Avoiding excess washing on one day.

6.2 Maintenance – Treatment System

- Engage the services of a reputable company to periodically service the secondary treatment system on a frequency specified in the NSW Health accreditation for the system
- Monitor the alarm panel for problems with the aeration blower or irrigation pump and contact the service technician if it activates
- Monitor the treatment system for unusual sounds, smells or vibration and contact the service technician if it a problem is detected, and
- Periodically clean the irrigation filter if advised by the service technician.

6.3 Maintenance – Land Application Area

- Periodically mow the irrigation area and remove the grass clippings,
- Monitor the irrigation equipment for signs of damage or failure. Replace or repair as required or discuss with the service technician,
- Monitor the condition of the LAA for surface ponding and wet spots and discuss with the service technician if observed,
- Ensure that the appropriate effluent warning signs remain in place and visible to persons entering the LAA,
- Avoid the placement of children's play equipment within the LAA, and
- Restrict access to the LAA from vehicles and livestock.

7 References

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- Standards Australia. (2012). *AS/NZS1547:2012 On-site domestic wastewater management*. Standards Australia.

Appendix 1 Site and Soil Assessment Information

Sheet 1: Soil Sampling Schedule and Results of pH, EC and Emerson Aggregate Test Analysis

Site Address	Sample Name	Sample Depth (mm)	Texture Class	EAT ^[1]	Rating ^[2]	pH _f ^[3]	pH ^{1:5} ^[4]	Rating	EC ^{1:5} (dS/m)	ECe (dS/m) ^[5]	Rating	Other analysis ^[6]
7 Jeffries St , Kearsley	TP1/1	180	L	8	Low		5.24	Strongly acid	0.031	0.31	Non-saline	
	TP1/2	950	MC	7	Low		5.30	Strongly acid	0.199	1.39	Non-saline	
	TP2/1	130	L	3	High		5.46	Strongly acid	0.044	0.44	Non-saline	
	TP2/2	500	L	7	Low		5.55	Moderately acid	0.038	0.38	Non-saline	
	TP2/3	750	CL	7	Low		4.75	Very strongly acid	0.034	0.31	Non-saline	
	TP2/4			No result	No rating		0.00	No rating	0.000	0.00	No rating	

Notes: (also refer Interpretation Sheet 1)

- [1] The modified Emerson Aggregate Test (EAT) provides an indication of soil susceptibility to dispersion.
- [2] Ratings describe the likely hazard associated with land application of treated wastewater.
- [3] pH measured in the field using Raupac Indicator.
- [4] pH and EC are measured on 1:5 soil:water suspensions using a calibrated hand-held pH/EC/temp meter.
- [5] Electrical conductivity of the saturated extract (Ece) = $EC_{1:5}(\mu S/cm) \times MF / 1000$. Units are dS/m. MF is a soil texture multiplication factor.
- [6] External laboratories used for the following analyses, if indicated:
- CEC (Cation exchange capacity)
 - Psorb (Phosphorus sorption capacity)
 - Bray Phosphorus
 - Organic carbon
 - Total nitrogen

Interpretation Sheet 1 - pH, EC & Emerson Aggregate Class

Interpretation of Soil pH (1:5 Soil:Water) (rating based on Hazelton & Murphy (2016))

pH	Rating
0.00 to 4.50	Extremely acid
4.51 to 5.00	Very strongly acid
5.01 to 5.50	Strongly acid
5.51 to 6.00	Moderately acid
6.01 to 6.50	Slightly acid
6.51 to 7.30	Neutral
7.31 to 7.80	Mildly alkaline
7.81 to 8.40	Moderately alkaline
8.41 to 9.00	Strongly alkaline
9.01 to 14.00	Very strongly alkaline

} preferred
range

Multiplier Factors for Calculating ECe (taken from Hazelton & Murphy (2016))

Texture Class	Applicable Soil Textures	MF
S	Sand, loamy sand, clayey sand	23
SL	sandy loam, fine sandy loam	14
L	loam, loam fine sandy, silty loam	9.5
CL	clay loam, sandy clay loam	8.6
LC	light clay	8.6
MC	medium clay	7.5
HC	heavy clay	5.8

Interpretation of ECe (1:5 Soil:Water) (rating based on Hazelton & Murphy (2016))

Ece (dS/m)	Rating
0.00 to 2.00	Non-saline
2.01 to 4.00	Slightly saline
4.01 to 8.00	Moderately saline
8.01 to 16.00	Highly saline
16.00 up	Extremely saline

↓ increasing hazard

Interpretation of Emerson Aggregate Class

(rating describes likelihood of dispersion)

EAT Class	Rating
1	High
2(1)	Mod
2(2)	Mod
2(3)	High
2(4)	High
3(1)	Low
3(2)	Low
3(3)	Mod
3(4)	Mod
4	Low
5	Low
6	Low
7	Low
8	Low

Soil Bore Log

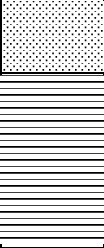
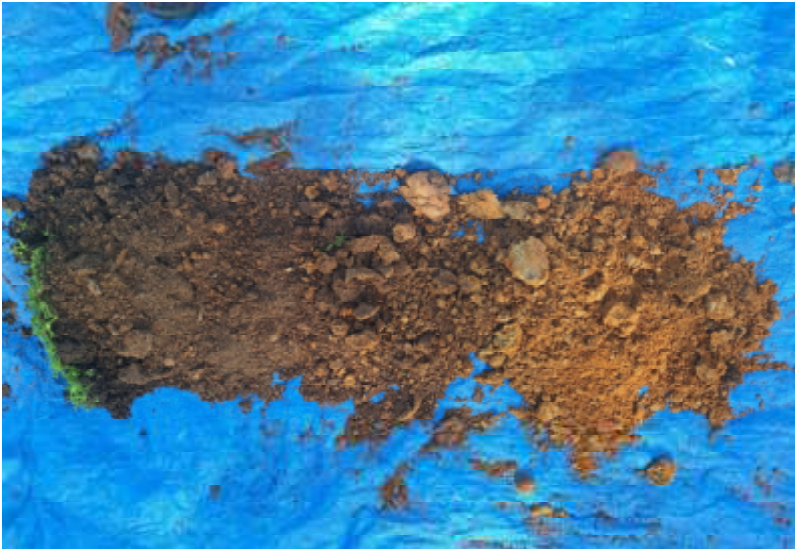


Client	Jarad Standen	Test Pit No	1		
LGA	Cessnock	Topography	Unulating rises to low hills and creek flats		
Site Address	7 Jeffries St , Kearsley	Geology	Farley formation, Rutherford formation, Mulbring Siltstone, Muree sandstone		
Logged by	SJ	Soil Type	Branxton		
Date	7/05/2025	Slope	0 - 5	Aspect	South
Project	#0856	Drainage	Moderately drained	Exposure	Moderate
Excavation method	Hand auger and shovel	Surface condition	Undisturbed	Surface	Grass

PROFILE DESCRIPTION

Depth (m)	Graphic Log	Sampling depth/name	Horizon	Texture	Structural Grade	Colour	Mottles	Coarse Fragments	Moisture Condition	Comments
0.1		180mm		L	Moderate	Brown	-	VF	M	
0.2			950mm		MC	Strong	Orange	Some white	VF	M
0.3										
0.4										
0.5										
0.6										
0.7										
0.8										
0.9										
1.0	Auger terminated in MC									
2.0										



Soil Bore Log										
Client	Jarad Standen					Test Pit No		2		
LGA	Cessnock					Topography	Unulating rises to low hills and creek flats			
Site Address	7 Jeffries St , Kearsley					Geology	Farley formation, Rutherford formation, Mulbring Siltstone, Muree sandstone			
Logged by	SJ					Soil Type	Branxton			
Date	7/05/2025					Slope	0 - 5	Aspect	South	
Project	#0856					Drainage	Moderately drained	Exposure	High	
Excavation method	Hand auger and shovel					Surface condition	Undisturbed	Surface	Grass	
PROFILE DESCRIPTION										
Depth (m)	Graphic Log	Sampling depth/name	Horizon	Texture	Structural Grade	Colour	Mottles	Coarse Fragments	Moisture Condition	Comments
0.1		130mm		L	Moderate	Brown	-	-	M	
0.2		500mm								
0.3										
0.4										
0.5										
0.6		750mm		CL	Moderate	Orange	-	-	SM	
0.7										
0.8		Auger terminated on weathered stone								
2.0										
										

Soil Bore Log



Client	Jarad Standen	Test Pit No	3		
LGA	Cessnock	Topography	Unulating rises to low hills and creek flats		
Site Address	7 Jeffries St , Kearsley	Geology	Farley formation, Rutherford formation, Mulbring Siltstone, Muree sandstone		
Logged by	SJ	Soil Type	Branxton		
Date	8/07/2025	Slope	0 - 5	Aspect	South
Project	#0856	Drainage	Imperfectly drained	Exposure	High
Excavation method	Hand auger and shovel	Surface condition	Disturbed	Surface	Grassed paddock

PROFILE DESCRIPTION

Depth (m)	Graphic Log	Sampling depth/name	Horizon	Texture	Structural Grade	Colour	Mottles	Coarse Fragments	Moisture Condition	Comments
0.1		260mm		CL	Moderate	Brown	-	VF	M	
0.2										
0.3										
0.4		550mm		LC	Moderate	Orange	Some red	VF	M	
0.5										
0.6										
0.7										
0.8		1100mm		MC	Strong	Cream	Red	VF	M	
0.9										
1.0										
1.1										
2.0	Auger terminated in MC									



Soil Bore Log



Client	Jarad Standen	Test Pit No	4		
LGA	Cessnock	Topography	Unulating rises to low hills and creek flats		
Site Address	7 Jeffries St , Kearsley	Geology	Farley formation, Rutherford formation, Mulbring Siltstone, Muree sandstone		
Logged by	SJ	Soil Type	Branxton		
Date	8/07/2025	Slope	0 - 5	Aspect	South
Project	#0856	Drainage	Imperfectly drained	Exposure	High
Excavation method	Hand auger and shovel	Surface condition	Disturbed	Surface	Grassed paddock

PROFILE DESCRIPTION

Depth (m)	Graphic Log	Sampling depth/name	Horizon	Texture	Structural Grade	Colour	Mottles	Coarse Fragments	Moisture Condition	Comments
0.1		350mm		L	Moderate	Blackish brown	-	Abundant	M	Gravel fill
0.2										
0.3										
0.4		1000mm		MC	Strong	Cream	Red	VF	M	
0.5										
0.6										
0.7										
0.8										
0.9										
1.0										
2.0	auger terminated in MC									





Key to Soil Borelogs

Symbols

W	Watertable depth	●	Sample collected
X	Depth of refusal		

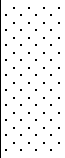
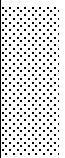
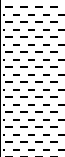
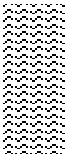
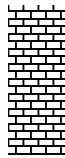
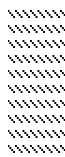
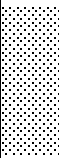
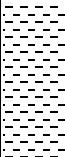
Moisture conditions

D	Dry	VM	Very moist
SM	Slightly moist	W	Wet / saturated
M	Moist		

Coarse Fragments

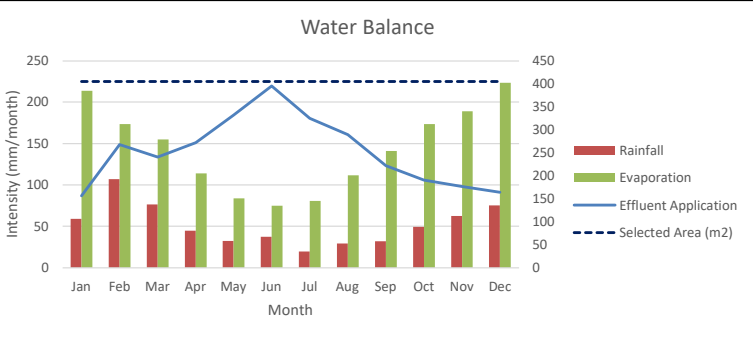
VF	Very few <2%	M	Many 20 - 50%
F	Few 2 - 10%	A	Abundant 50 - 90%
C	Common 10 - 20%	P	Profuse >90%

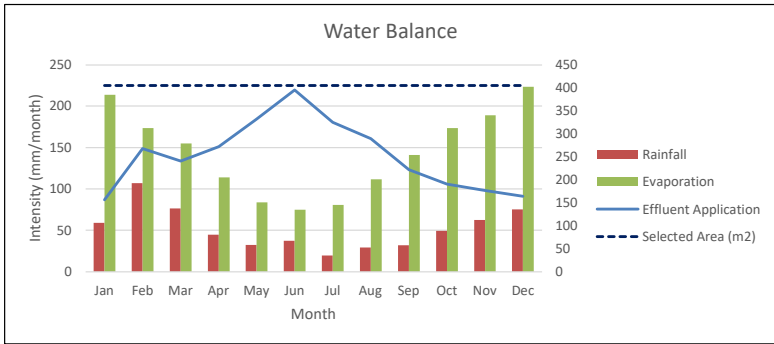
Graphic Log and Textures

 S - Sand  LS - Loamy sand  CS - Clayey sand	 CL - Clay loam  SCL - Sandy clay loam  SiCL - Silty clay loam	 Gravel (G)  Parent material (stiff)  Parent material (weathered)
 SL - Sandy loam	 LC - Light clay  SC - Sandy clay	
 L - Loam  LFS - Loam fine sandy  SiL - Silty loam	 MC - Medium clay  HC - Heavy clay	

Appendix 2 Design Calculations

3-Bedroom Calculations

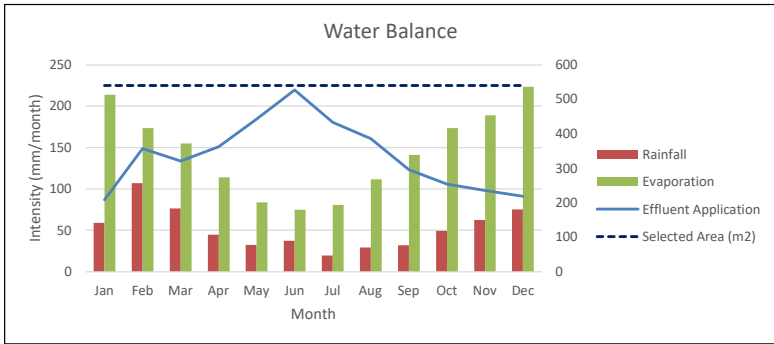
Water Balance & Storage Calculations																	
Project	856			Water Balance  DECENTRALISED WATER Australia													
Address	21 Government Road Kearsley																
Date	22/07/25																
INPUT DATA				Input Cells Calculation Output													
Design Wastewater Flow	Q	810	L/day														
Daily Percolation Rate		2.00	mm/day														
Nominated Land Application Area	L	405	m sq														
Crop Factor	C	0	unitless														
Void Space Ratio		1															
Retained Rainfall		0.87	unitless														
Rainfall Data (Station #)	Cessnock Airport AWS #061260																
Evaporation Data (Station #)	Cessnock Airport AWS #061260																
Parameter	Symbol	Formula	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total	
Days in month	D	\	days	31	28	31	30	31	30	31	31	30	31	30	31	365	
Rainfall	R	\	mm/month	59	107	76	45	32	37	19	29	32	49	63	75	749	
Evaporation	E	\	mm/month	214	174	155	114	84	75	81	112	141	174	189	223	1752	
Crop Factor	C			0.70	0.70	0.70	0.60	0.50	0.45	0.40	0.45	0.55	0.65	0.70	0.70	-	
OUTPUTS																	
Evapotranspiration	ET	ExC	mm/month	150	122	109	68	42	34	32	50	78	113	132	156	1085	
Percolation	B	(DPR/7)xD	mm/month	62	56	62	60	62	60	62	62	60	62	60	62	730	
Outputs		ET+B	mm/month	212	178	171	128	104	94	94	112	138	175	192	218	1815	
INPUTS																	
Retained Rainfall	RR	R*0.75	mm/month	51	93	66	39	28	32	17	25	28	43	54	65	542	
Effluent Application	W	(QxD)/L	mm/month	62	56	62	60	62	60	62	62	60	62	60	62	730	
Inputs		RR+W	mm/month	113	149	128	99	90	92	79	87	88	105	114	127	1272	
STORAGE CALCULATION																	
Storage remaining from previous month			mm/month	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Storage for the month	S	(RR+W)-(ET+B)	mm/month	-98.6	-28.7	-42.3	-29.5	-13.7	-1.4	-15.4	-24.9	-49.7	-69.9	-77.9	-90.9	-156	
Cumulative Storage	M		mm	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0	
Maximum Storage for Nominated Area	N		mm	0.00													
	V	NxL	L	0													
			ML	0.00													
LAND AREA REQUIRED FOR ZERO STORAGE				m ²	156	268	241	272	332	396	324	289	221	190	176	164	
MINIMUM AREA REQUIRED FOR ZERO STORAGE:				m ²	400												



Nutrient Balance									
Project	856								
Address	21 Government Road Kearsley								
Date	22/07/25								
LAND APPLICATION AREA REQUIRED BASED ON THE MOST LIMITING OF PHOSPHORUS OR NITROGEN								331	m²
INPUT DATA									
Wastewater Loading				Nutrient Crop Uptake					
Hydraulic Load	810	L/Day		Crop N Uptake	250	kg/ha/yr	which equals	68	mg/m²/day
Effluent N Concentration	35	mg/L		Crop P Uptake	30	kg/ha/yr	which equals	8	mg/m²/day
% Lost to Soil Processes (Geary & Gardner 1996)	0.2	Decimal		Phosphorus Sorption					
Total N Loss to Soil	5670	mg/day		P-sorption result	400	mg/kg	which equals	5600	kg/ha
Remaining N Load after soil loss	22680	mg/day		Bulk Density	1.4	g/cm²	Fill to be imported to achieve this		
Effluent P Concentration	12	mg/L		Depth of Soil	1	m			
Design Life of System	50	yrs		% of Predicted P-sorp.	0.75	Decimal			
NUTRIENT BALANCE BASED ON ANNUAL CROP UPTAKE RATES									
Minimum Area required with zero buffer			Determination of Buffer Zone Size for a Nominated Land Application Area (LAA)						
Nitrogen	331	m²		Nominated LAA Size	405	m²			
Phosphorus	311	m²		Nominated LAA Width	20	m			
			Predicted N Export from LAA	-1.8	kg/year				
			Predicted P Export from LAA	-1.1	kg/year				
			Phosphorus Longevity for LAA	73	Years				
			Minimum Buffer Required for excess nutrient	0	m²				
			Downslope buffer length (based on LAA width)	0	m				
PHOSPHORUS BALANCE									
STEP 1: Using the nominated LAA Size									
Nominated LAA Size	405	m²							
Daily P Load	0.00972	kg/day	→	Phosphorus generated over life of system	177.4	kg			
Daily Uptake	0.0033	kg/day	→	Phosphorus vegetative uptake for life of system	0.150	kg/m²			
Measured p-sorption capacity	0.56	kg/m²							
Assumed p-sorption capacity	0.420	kg/m²	→	Phosphorus adsorbed in 50 years	0.420	kg/m²			
Site P-sorption capacity	170.10	kg	→	Desired Annual P Application Rate	4.617	kg/year			
				which equals			0.01265	kg/day	
P-load to be sorbed	2.33	kg/year							

4-Bedroom Calculations

Water Balance & Storage Calculations																																																																																	
Project	809																																																																																
Address	21 Government Road Kearsley																																																																																
Date	22/07/25																																																																																
INPUT DATA																																																																																	
Design Wastewater Flow	Q	1,080	L/day	Input Cells Calculation Output																																																																													
Daily Percolation Rate		2.00	mm/day																																																																														
Nominated Land Application Area	L	540	m sq																																																																														
Crop Factor	C	0	unitless																																																																														
Void Space Ratio		1																																																																															
Retained Rainfall		0.87	unitless																																																																														
Rainfall Data (Station #)	Cessnock Airport AWS #061260																																																																																
Evaporation Data (Station #)	Cessnock Airport AWS #061260																																																																																
Water Balance <table><caption>Water Balance Data</caption><thead><tr><th>Month</th><th>Rainfall (mm/month)</th><th>Evaporation (mm/month)</th><th>Effluent Application (mm/month)</th><th>Selected Area (m2)</th></tr></thead><tbody><tr><td>Jan</td><td>60</td><td>210</td><td>85</td><td>500</td></tr><tr><td>Feb</td><td>105</td><td>170</td><td>150</td><td>500</td></tr><tr><td>Mar</td><td>75</td><td>150</td><td>135</td><td>500</td></tr><tr><td>Apr</td><td>45</td><td>110</td><td>150</td><td>500</td></tr><tr><td>May</td><td>30</td><td>80</td><td>180</td><td>500</td></tr><tr><td>Jun</td><td>40</td><td>70</td><td>220</td><td>500</td></tr><tr><td>Jul</td><td>15</td><td>80</td><td>180</td><td>500</td></tr><tr><td>Aug</td><td>30</td><td>110</td><td>160</td><td>500</td></tr><tr><td>Sep</td><td>50</td><td>170</td><td>125</td><td>500</td></tr><tr><td>Oct</td><td>60</td><td>185</td><td>105</td><td>500</td></tr><tr><td>Nov</td><td>65</td><td>190</td><td>90</td><td>500</td></tr><tr><td>Dec</td><td>75</td><td>220</td><td>85</td><td>500</td></tr></tbody></table>																	Month	Rainfall (mm/month)	Evaporation (mm/month)	Effluent Application (mm/month)	Selected Area (m2)	Jan	60	210	85	500	Feb	105	170	150	500	Mar	75	150	135	500	Apr	45	110	150	500	May	30	80	180	500	Jun	40	70	220	500	Jul	15	80	180	500	Aug	30	110	160	500	Sep	50	170	125	500	Oct	60	185	105	500	Nov	65	190	90	500	Dec	75	220	85	500
Month	Rainfall (mm/month)	Evaporation (mm/month)	Effluent Application (mm/month)	Selected Area (m2)																																																																													
Jan	60	210	85	500																																																																													
Feb	105	170	150	500																																																																													
Mar	75	150	135	500																																																																													
Apr	45	110	150	500																																																																													
May	30	80	180	500																																																																													
Jun	40	70	220	500																																																																													
Jul	15	80	180	500																																																																													
Aug	30	110	160	500																																																																													
Sep	50	170	125	500																																																																													
Oct	60	185	105	500																																																																													
Nov	65	190	90	500																																																																													
Dec	75	220	85	500																																																																													
Parameter	Symbol	Formula	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total																																																																	
Days in month	D	\	days	31	28	31	30	31	30	31	31	30	31	30	31	365																																																																	
Rainfall	R	\	mm/month	59	107	76	45	32	37	19	29	32	49	63	75	749																																																																	
Evaporation	E	\	mm/month	214	174	155	114	84	75	81	112	141	174	189	223	1752																																																																	
Crop Factor	C			0.70	0.70	0.70	0.60	0.50	0.45	0.40	0.45	0.55	0.65	0.70	0.70	-																																																																	
OUTPUTS																																																																																	
Evapotranspiration	ET	ExC	mm/month	150	122	109	68	42	34	32	50	78	113	132	156	1085																																																																	
Percolation	B	(DPR/7)xD	mm/month	62	56	62	60	62	60	62	62	60	62	60	62	730																																																																	
Outputs		ET+B	mm/month	212	178	171	128	104	94	94	112	138	175	192	218	1815																																																																	
INPUTS																																																																																	
Retained Rainfall	RR	R*0.75	mm/month	51	93	66	39	28	32	17	25	28	43	54	65	542																																																																	
Effluent Application	W	(QxD)/L	mm/month	62	56	62	60	62	60	62	62	60	62	60	62	730																																																																	
Inputs		RR+W	mm/month	113	149	128	99	90	92	79	87	88	105	114	127	1272																																																																	
STORAGE CALCULATION																																																																																	
Storage remaining from previous month			mm/month	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0																																																																		
Storage for the month	S	(RR+W)-(ET+B)	mm/month	-98.6	-28.7	-42.3	-29.5	-13.7	-1.4	-15.4	-24.9	-49.7	-69.9	-77.9	-90.9	-156																																																																	
Cumulative Storage	M		mm	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0																																																																	
Maximum Storage for Nominated Area	N		mm	0.00																																																																													
	V	NxL	L	0																																																																													
			ML	0.00																																																																													
LAND AREA REQUIRED FOR ZERO STORAGE			m ²	208	357	321	362	442	527	433	385	295	254	235	219																																																																		
MINIMUM AREA REQUIRED FOR ZERO STORAGE:			m ²	530																																																																													



Nutrient Balance									
Project	809								
Address	21 Government Road Kearsley								
Date	22/07/25								
LAND APPLICATION AREA REQUIRED BASED ON THE MOST LIMITING OF PHOSPHORUS OR NITROGEN						442	m²		
INPUT DATA									
Wastewater Loading				Nutrient Crop Uptake					
Hydraulic Load	1080	L/Day	Crop N Uptake	250	kg/ha/yr	which equals	68	mg/m²/day	
Effluent N Concentration	35	mg/L	Crop P Uptake	30	kg/ha/yr	which equals	8	mg/m²/day	
% Lost to Soil Processes (Geary & Gardner 1996)	0.2	Decimal	Phosphorus Sorption						
Total N Loss to Soil	7560	mg/day	P-sorption result	400	mg/kg	which equals	5600	kg/ha	
Remaining N Load after soil loss	30240	mg/day	Bulk Density	1.4	g/cm²	Fill to be imported to achieve this			
Effluent P Concentration	12	mg/L	Depth of Soil	1	m				
Design Life of System	50	yrs	% of Predicted P-sorp.	0.75	Decimal				
NUTRIENT BALANCE BASED ON ANNUAL CROP UPTAKE RATES									
Minimum Area required with zero buffer			Determination of Buffer Zone Size for a Nominated Land Application Area (LAA)						
Nitrogen	442	m²	Nominated LAA Size	540	m²				
Phosphorus	415	m²	Nominated LAA Width	20	m				
			Predicted N Export from LAA	-2.5	kg/year				
			Predicted P Export from LAA	-1.4	kg/year				
			Phosphorus Longevity for LAA	73	Years				
			Minimum Buffer Required for excess nutrient	0	m²				
			Downslope buffer length (based on LAA width)	0	m				
PHOSPHORUS BALANCE									
STEP 1: Using the nominated LAA Size									
Nominated LAA Size	540	m²							
Daily P Load	0.01296	kg/day	→	Phosphorus generated over life of system	236.5	kg			
Daily Uptake	0.0044	kg/day	→	Phosphorus vegetative uptake for life of system	0.150	kg/m²			
Measured p-sorption capacity	0.56	kg/m²							
Assumed p-sorption capacity	0.420	kg/m²	→	Phosphorus adsorbed in 50 years	0.420	kg/m²			
Site P-sorption capacity	226.80	kg	→	Desired Annual P Application Rate	6.156	kg/year			
					which equals	0.01687	kg/day		
P-load to be sorbed	3.11	kg/year							

5-Bedroom Calculations

Water Balance & Storage Calculations																	
Project		809															
Address		21 Government Road Kearsley															
Date		22/07/25															
INPUT DATA																	
Design Wastewater Flow		Q	1,350	L/day	Input Cells Calculation Output												
Daily Percolation Rate			2.00	mm/day													
Nominated Land Application Area		L	660	m sq													
Crop Factor		C	0	unitless													
Void Space Ratio			1														
Retained Rainfall			0.87	unitless													
Rainfall Data (Station #)		Cessnock Airport AWS #061260															
Evaporation Data (Station #)		Cessnock Airport AWS #061260															
Parameter		Symbol	Formula	Units	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Days in month		D	\	days	31	28	31	30	31	30	31	31	30	31	30	31	365
Rainfall		R	\	mm/month	59	107	76	45	32	37	19	29	32	49	63	75	749
Evaporation		E	\	mm/month	214	174	155	114	84	75	81	112	141	174	189	223	1752
Crop Factor		C			0.70	0.70	0.70	0.60	0.50	0.45	0.40	0.45	0.55	0.65	0.70	0.70	-
OUTPUTS																	
Evapotranspiration		ET	ExC	mm/month	150	122	109	68	42	34	32	50	78	113	132	156	1085
Percolation		B	(DPR/7)xD	mm/month	62	56	62	60	62	60	62	62	60	62	60	62	730
Outputs			ET+B	mm/month	212	178	171	128	104	94	94	112	138	175	192	218	1815
INPUTS																	
Retained Rainfall		RR	R*0.75	mm/month	51	93	66	39	28	32	17	25	28	43	54	65	542
Effluent Application		W	(QxD)/L	mm/month	63	57	63	61	63	61	63	63	61	63	61	63	747
Inputs			RR+W	mm/month	114	150	130	100	92	94	80	89	89	106	116	129	1289
STORAGE CALCULATION																	
Storage remaining from previous month				mm/month	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	
Storage for the month		S	(RR+W)-(ET+B)	mm/month	-97.2	-27.5	-40.9	-28.1	-12.3	-0.1	-14.0	-23.4	-48.4	-68.5	-76.6	-89.5	-146
Cumulative Storage		M		mm	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0
Maximum Storage for Nominated Area				mm	0.00												
				L	0												
				ML	0.00												
LAND AREA REQUIRED FOR ZERO STORAGE				m ²	261	446	401	453	553	659	541	482	369	317	294	274	
MINIMUM AREA REQUIRED FOR ZERO STORAGE:				m ²	660												

Water Balance

Month	Rainfall (mm/month)	Evaporation (mm/month)	Effluent Application (mm/month)	Selected Area (m2)
Jan	59	214	92	660
Feb	107	174	150	660
Mar	76	155	150	660
Apr	45	114	178	660
May	32	84	212	660
Jun	37	75	232	660
Jul	19	81	192	660
Aug	29	112	175	660
Sep	32	141	138	660
Oct	49	174	106	660
Nov	63	189	116	660
Dec	75	223	129	660

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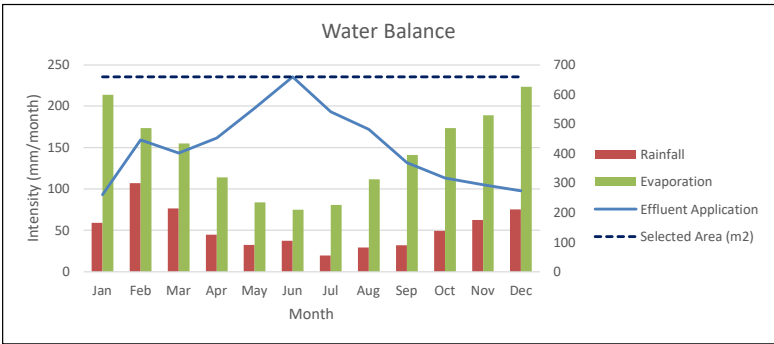
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OUTFALL



Nutrient Balance									
Project	809								
Address	21 Government Road Kearsley								
Date	22/07/25								
LAND APPLICATION AREA REQUIRED BASED ON THE MOST LIMITING OF PHOSPHORUS OR NITROGEN							552	m²	
INPUT DATA									
Wastewater Loading				Nutrient Crop Uptake					
Hydraulic Load	1350	L/Day	Crop N Uptake	250	kg/ha/yr	which equals	68	mg/m²/day	
Effluent N Concentration	35	mg/L	Crop P Uptake	30	kg/ha/yr	which equals	8	mg/m²/day	
% Lost to Soil Processes (Geary & Gardner 1996)	0.2	Decimal	Phosphorus Sorption						
Total N Loss to Soil	9450	mg/day	P-sorption result	400	mg/kg	which equals	5600	kg/ha	
Remaining N Load after soil loss	37800	mg/day	Bulk Density	1.4	g/cm²	Fill to be imported to achieve this			
Effluent P Concentration	12	mg/L	Depth of Soil	1	m				
Design Life of System	50	yrs	% of Predicted P-sorp.	0.75	Decimal				
NUTRIENT BALANCE BASED ON ANNUAL CROP UPTAKE RATES									
Minimum Area required with zero buffer			Determination of Buffer Zone Size for a Nominated Land Application Area (LAA)						
Nitrogen	552	m²	Nominated LAA Size	660	m²				
Phosphorus	519	m²	Nominated LAA Width	20	m				
			Predicted N Export from LAA	-2.7	kg/year				
			Predicted P Export from LAA	-1.6	kg/year				
			Phosphorus Longevity for LAA	70	Years				
			Minimum Buffer Required for excess nutrient	0	m²				
			Downslope buffer length (based on LAA width)	0	m				
PHOSPHORUS BALANCE									
STEP 1: Using the nominated LAA Size									
Nominated LAA Size	660	m²							
Daily P Load	0.0162	kg/day	→	Phosphorus generated over life of system	295.7	kg			
Daily Uptake	0.0054	kg/day	→	Phosphorus vegetative uptake for life of system	0.150	kg/m²			
Measured p-sorption capacity	0.56	kg/m²							
Assumed p-sorption capacity	0.420	kg/m²	→	Phosphorus adsorbed in 50 years	0.420	kg/m²			
Site P-sorption capacity	277.20	kg	→	Desired Annual P Application Rate	7.524	kg/year			
				which equals		0.02061	kg/day		
P-load to be sorbed	3.93	kg/year							

SMARTER ADAPTIVE SOLUTIONS

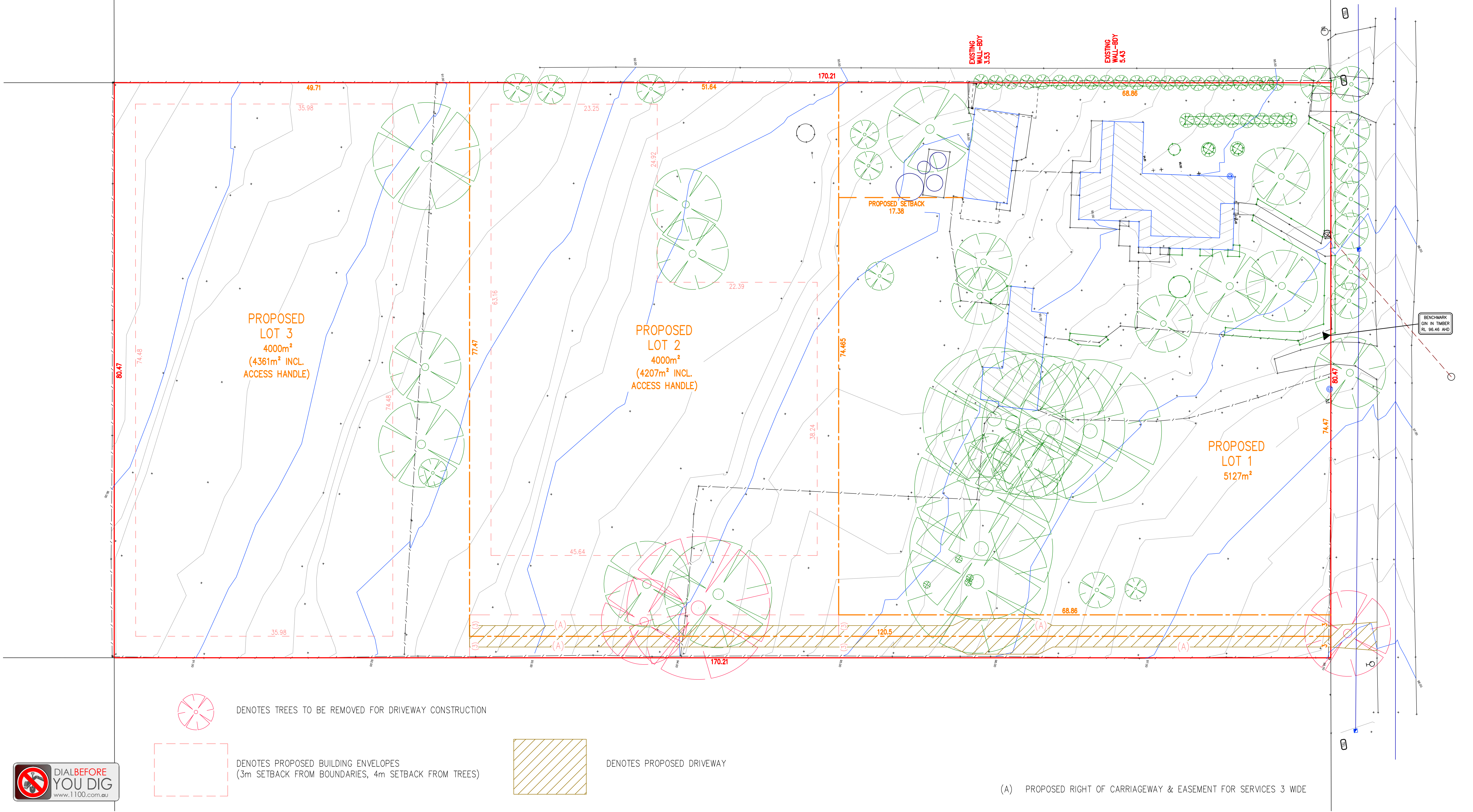
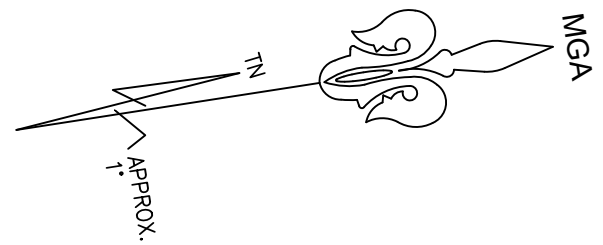
Plan Form 6_Digital (2024)		Deposited Plan Administration Sheet		Sheet 1 of 5	
OFFICE USE ONLY		DP1327867			
Registered					
Title System		LGA CESSNOCK			
		LOCALITY KEARSLEY			
PLAN OF SUBDIVISION OF LOT 183 IN DP755215		PARISH CESSNOCK			
		COUNTY NORTHUMBERLAND			
Survey Certificate		Crown Lands NSW/Western Lands Office Approval			
Survey		I, (Authorised Officer) in			
I, Cameron Leal, a surveyor registered under the Surveying and Spatial Information Act 2002, certify the following:		approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.			
The land shown in this plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2024,		Signature			
The survey is accurate and complete.		Date			
Urban/Rural		File Number			
Datum Line		Office			
URBAN					
X-Y					
Signature		Subdivision Certificate (Check One)			
		I, (			
Address		☐ Authorised Person			
44A CUMBERLAND STREET CESSNOCK NSW 2325		☐ General Manager			
Name of Firm		☐ Registered Certifier			
MARSHALL SCOTT PTY LTD		certify that the provisions of 6.15 of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein.			
Surveyor Identification No.		Signature			
SU009047					
Surveyor registered under the Surveying and Spatial Information Act 2002.		Consent Authority			
Plans Used in the preparation of this survey		Date of Endorsement			
		Subdivision Certificate Number			
		File Number			
Statement of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.					
Surveyor's Reference 24413		Signatures, Seals and Section 88B Statements should appear on the following sheet(s)			

Plan Form 6_Digital (2024)		Deposited Plan Administration Sheet	Sheet 3 of 5
Registered		OFFICE USE ONLY	
DP1327867			
PLAN OF SUBDIVISION OF LOT 183 IN DP755215		This sheet is for the provision of the following information as required: ● A schedule of lots and addresses ● Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> ● Signatures and seals- see 195D <i>Conveyancing Act 1919</i> ● Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate Number			
Date of Endorsement			
PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT 1919, IT IS INTENDED TO CREATE:			
1. Right of access 3 Wide (A) 2. Easement for services 3 Wide (B) 3. Positive Covenant			
Surveyor's Reference 24413			

Plan Form 6_Digital (2024)	Deposited Plan Administration Sheet	Sheet 4 of 5
Registered	OFFICE USE ONLY	DPI327867
PLAN OF SUBDIVISION OF LOT 183 IN DP755215	This sheet is for the provision of the following information as required: ● A schedule of lots and addresses ● Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> ● Signatures and seals- see 195D <i>Conveyancing Act 1919</i> ● Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate Number		
Date of Endorsement		
Name of Registered Proprietor: Signature of the Registered Proprietor: Name of Registered Proprietor: Signature of the Registered Proprietor:		
Surveyor's Reference 24413		

Plan Form 6_Digital (2024)		Deposited Plan Administration Sheet	Sheet 5 of 5
Registered		OFFICE USE ONLY	
DP1327867			
PLAN OF SUBDIVISION OF LOT 183 IN DP755215		This sheet is for the provision of the following information as required: ● A schedule of lots and addresses ● Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i> ● Signatures and seals- see 195D <i>Conveyancing Act 1919</i> ● Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.	
Subdivision Certificate Number			
Date of Endorsement			
Surveyor's Reference 24413			

DIMENSIONS AND AREAS ARE APPROXIMATE AND ARE SUBJECT TO FINAL SURVEY. ADDITIONAL EASEMENTS AND RESTRICTIONS MAY BE REQUIRED SUBJECT TO COUNCIL DEVELOPMENT APPLICATION AND SUBDIVISION CERTIFICATE APPROVAL



⊗ DENOTES TREES TO BE REMOVED FOR DRIVEWAY CONSTRUCTION

⬜ DENOTES PROPOSED BUILDING ENVELOPES
(3m SETBACK FROM BOUNDARIES, 4m SETBACK FROM TREES)

▨ DENOTES PROPOSED DRIVEWAY

(A) PROPOSED RIGHT OF CARRIAGEWAY & EASEMENT FOR SERVICES 3 WIDE

POINT SUFFIX LEGEND			
EB - EDGE OF BITUMEN	WB - BOTTOM OF WINDOW	TEL - TELSTRA PIT	ELEC - ELECTRICAL PIT
TB - TOP OF BANK	EV - EAVES	INV - INVERT LEVEL	PP - POWER POLE
BB - BOTTOM OF BANK	RR - ROOF RIDGE	WM - WATER METER	BM - BENCHMARK
WT - TOP OF WINDOW	FL - FLOOR LEVEL	SV - STOP VALVE	Ø 4/510/H16 - DIAMETER/SPREAD/HEIGHT

1	14/01/25	WIDEN ACCESS HANDLE	EH	EH
0	13/01/25	FIRST ISSUE	EH	EH
REV	DATE	DESCRIPTION	DRAWN	CHECKED

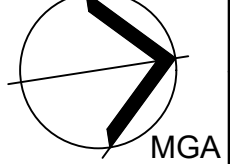
SYMBOL LEGEND			
⚠ BM BENCH MARK	⚡ EBOX ELECTRICAL BOX	⚡ LP LIGHT POLE	⚡ PP POWER POLE
⚡ TP TELSTRA PILLAR	⚡ WM WATER METER	⚡ SV STOP VALVE	⚡ BM BENCHMARK
⚡ SIP SEWER INSPECTION PIT	⚡ FH FIRE HYDRANT	⚡ TL TRAFFIC LIGHT	⚡ TS TRAFFIC SIGNAL BOX
⚡ TAP WATER TAP	⚡ STATE SURVEY MARK	⚡ MAILBOX	⚡ TPIL TELSTRA PILLAR
⚡ BH BORE HOLE	⚡ EOT END OF TRACE	⚡ STAY POLE	⚡ G GAS VALVE
⚡ W WATER VALVE	⚡ SEWER VENT	⚡ MH MANHOLE	⚡ OPTUS PIT
⚡ COMMS PIT	⚡ TELSTRA PIT	⚡ ELECTRICITY PIT	⚡ CAMERA
⚡ NBN PIT	⚡ SEWER MANHOLE	⚡ STOP VALVE	⚡ WATER HYDRANT
⚡ WM WATER METER	⚡ GM GAS METER	⚡ ANT ANTENNA	⚡ ATM ATM
⚡ BOL BOLLARD	⚡ AIR CONDITIONER		



TSS TOTAL SURVEYING SOLUTIONS

CLIENT:
JARAD STANDEN

JOB No:	240854
ADDRESS:	7 JEFFRIES STREET, KEARSLEY
TITLE:	PLAN SHOWING PROPOSED SUBDIVISION OF LOT 183 IN DP 755215

DRAWING NUMBER		LGA	
240854-2		CESSNOCK	
DATUM AHD	SOURCE PM66216	CONTOUR INTERVAL 0.25m MINOR / 1m MAJOR	
SCALE 1:250		REV.	A1
SHEET 1/1		1	

NOTE:

THE BOUNDARY INFORMATION SHOWN ON THIS PLAN REGARDING THE LOCATION OF THE PROPERTY BOUNDARIES HAS BEEN TAKEN FROM THE TITLE DEPOSITED PLAN. IT HAS BEEN PLOTTED AS REQUIRED UNDER DIVISION 1, SECTION 9.1(1) OF THE "SURVEYING AND SPATIAL INFORMATION REGULATION 2017" AND IS ACCURATE TO ABOUT ±0.05m. IT HAS NOT BEEN DETERMINED BY AN ACCURATE BOUNDARY SURVEY.

IF ANY CONSTRUCTION OR DESIGN WORK, WHICH RELIES ON CRITICAL SETBACKS FROM THE STREET OR BOUNDARIES IS PLANNED, IT WOULD BE IMPERATIVE TO CARRY OUT FURTHER SURVEY WORK TO DETERMINE THE BOUNDARY DIMENSIONS.

PRIOR TO ANY CONSTRUCTION WORK, SURVEY MARKS SHOULD BE PLACED TO DEFINE THE PROPERTY BOUNDARIES.

SERVICES SHOWN ARE INDICATIVE ONLY. POSITIONS ARE BASED ON SURFACE INDICATOR(S) LOCATED DURING FIELD SURVEY. CONFIRMATION OF THE EXACT POSITION SHOULD BE MADE PRIOR TO ANY EXCAVATION WORK. OTHER SERVICES MAY EXIST WHICH ARE NOT SHOWN.

LEVELS ARE BASED ON AUSTRALIAN HEIGHT DATUM (AHD) USING PM66216 WITH RL 87.095 (AHD).

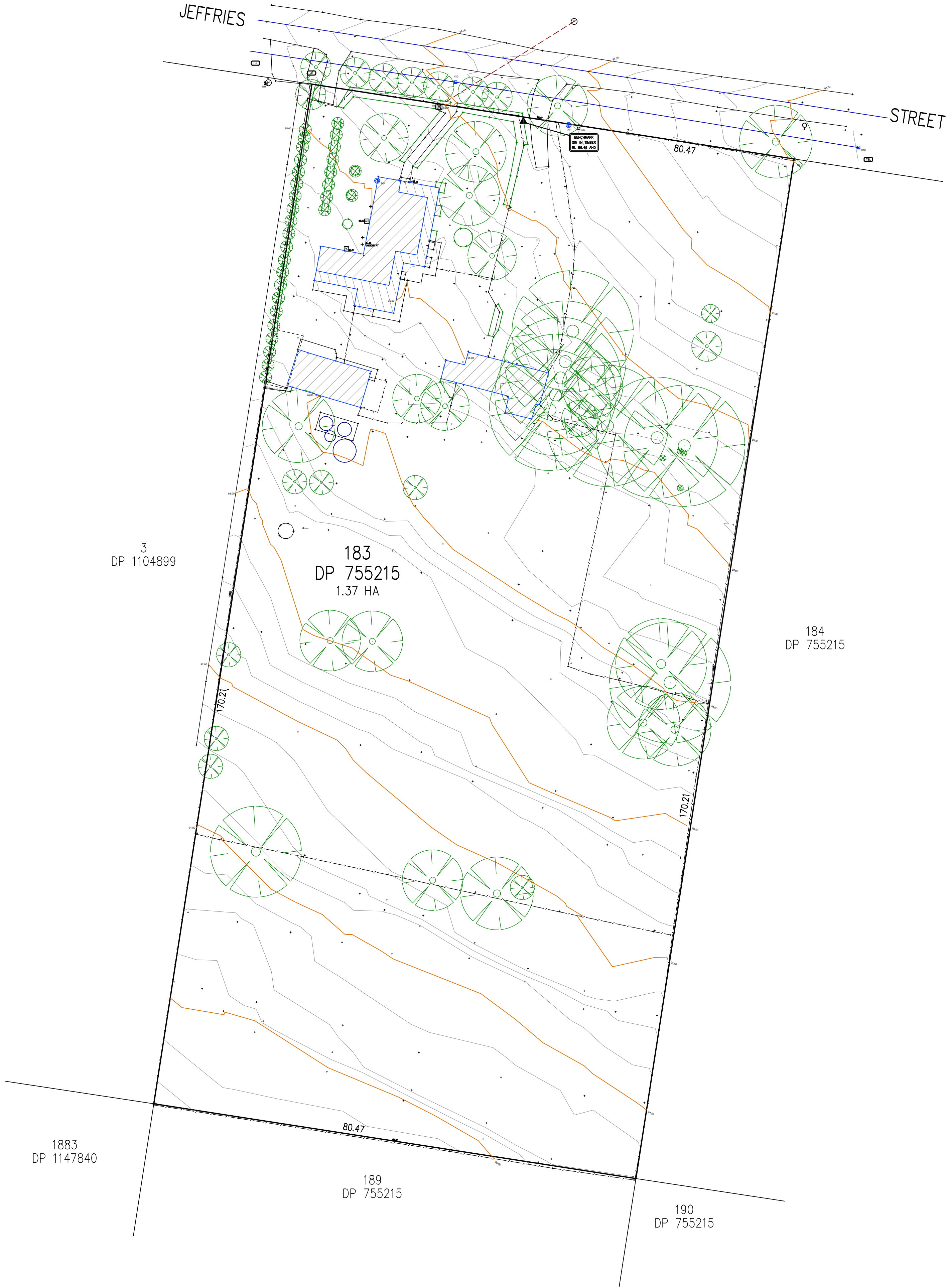
DATUM: MGA2020 ZONE 56 GDA2020.
ORIGIN OF DATUM: SCIMS (PM66216).
SCIMS SURVEY MARK REPORT AS AT: 11/12/2024.

RIDGE & GUTTER HEIGHTS HAVE BEEN OBTAINED BY INDIRECT METHOD AND ARE ACCURATE TO ± 0.05m.

CONTOURS SHOWN DEPICT THE TOPOGRAPHY. EXCEPT AT SPOT LEVELS SHOWN THEY DO NOT REPRESENT THE EXACT LEVEL AT ANY PARTICULAR POINT. THE SPOT LEVELS ARE TRUE FOR THEIR POSITION, AND ARE INTENDED TO BE USEFUL TO REPRESENT THE GENERAL TERRAIN. CARE SHOULD BE TAKEN IF EXTRAPOLATING.

TREE DIMENSIONS ARE APPROXIMATE ONLY.

BOUNDARIES HAVE NOT BEEN LOCATED BY SURVEY. THE BOUNDARIES SHOWN ON THIS PLAN HAVE BEEN TAKEN FROM THE TITLE DEPOSITED PLAN AND ARE APPROXIMATE RELATIVE TO THE DETAIL SURVEY.



POINT SUFFIX LEGEND			
EB - EDGE OF BITUMEN	WB - BOTTOM OF WINDOW	TEL - TELSTRA PIT	ELEC - ELECTRICAL PIT
TB - TOP OF BANK	EV - EAVES	INV - INVERT LEVEL	PP - POWER POLE
BB - BOTTOM OF BANK	RR - ROOF RIDGE	WM - WATER METER	BM - BENCHMARK
WT - TOP OF WINDOW	FL - FLOOR LEVEL	SV - STOP VALVE	Ø 4/S10/H16 - DIAMETER/SPREAD/HEIGHT

—	—	—	—
0	20/12/24	FIRST ISSUE	LM BN
REV	DATE	DESCRIPTION	DRAWN CHECKED

SYMBOL LEGEND			
BM BENCH MARK	SIP SEWER INSPECTION PIT	G STAY POLE	SMH SEWER MANHOLE
EBOX ELECTRICAL BOX	FH FIRE HYDRANT	G GAS VALVE	SV STOP VALVE
LP LIGHT POLE	TL TRAFFIC LIGHT	W WATER VALVE	HYD WATER HYDRANT
PP POWER POLE	TS TRAFFIC SIGNAL BOX	VENT SEWER VENT	WM WATER METER
SM SURVEY MARK	TAP WATER TAP	MH MANHOLE	GM GAS METER
FHR FIRE HOSE REEL	STATE SURVEY MARK	OPTUS PIT	ANT ANTENNA
DP DOWN PIPE	MAILBOX	COMMS PIT	ATM ATM
UNIDENTIFIED POLE	TPIL TELSTRA PILLAR	TELSTRA PIT	BOL BOLLARD
PARKING METER	BH BORE HOLE	ELECTRICITY PIT	AIR CONDITIONER
SP SIGN POST	EOT END OF TRACE	CAMERA	

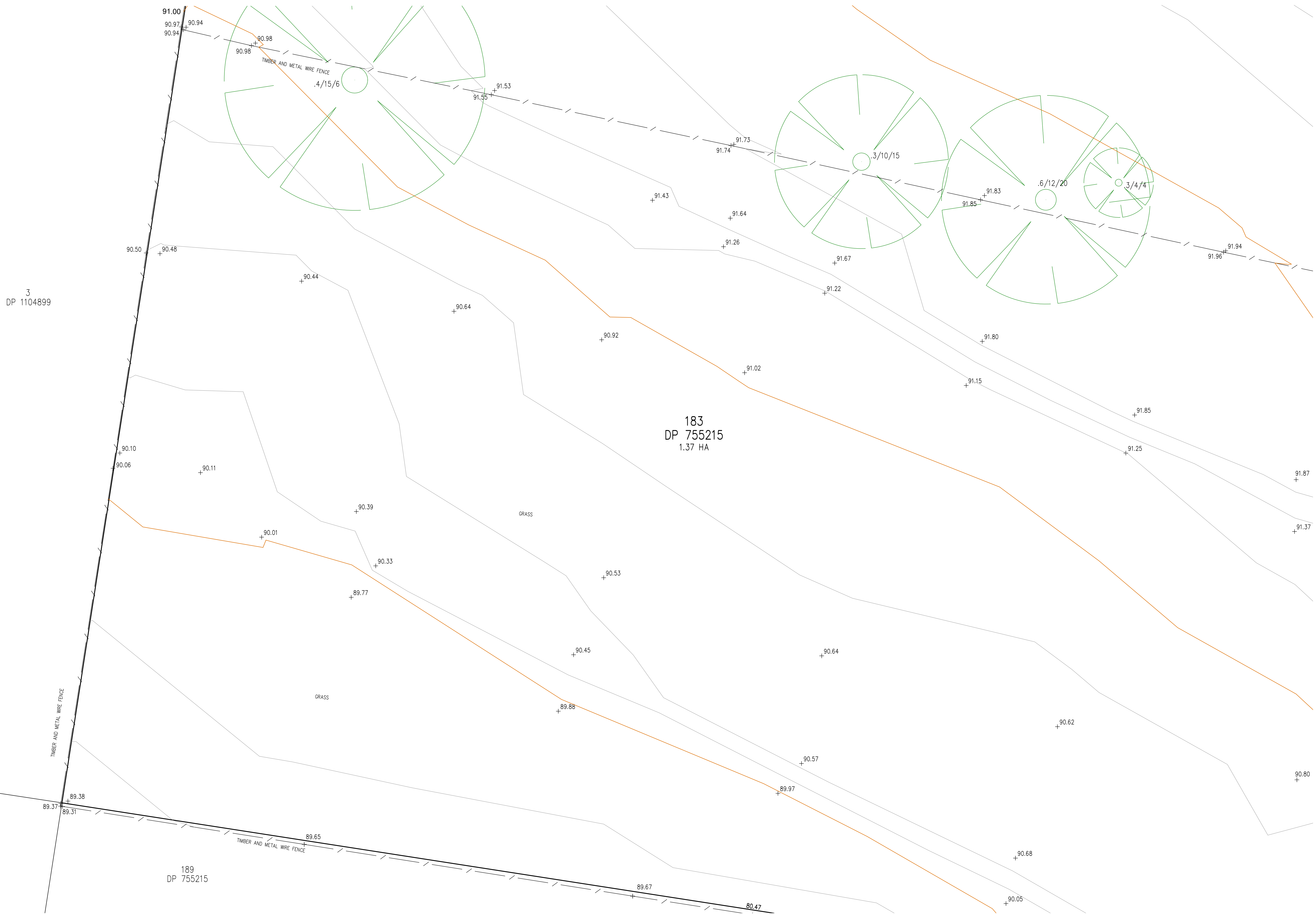


TSS TOTAL SURVEYING
SOLUTIONS

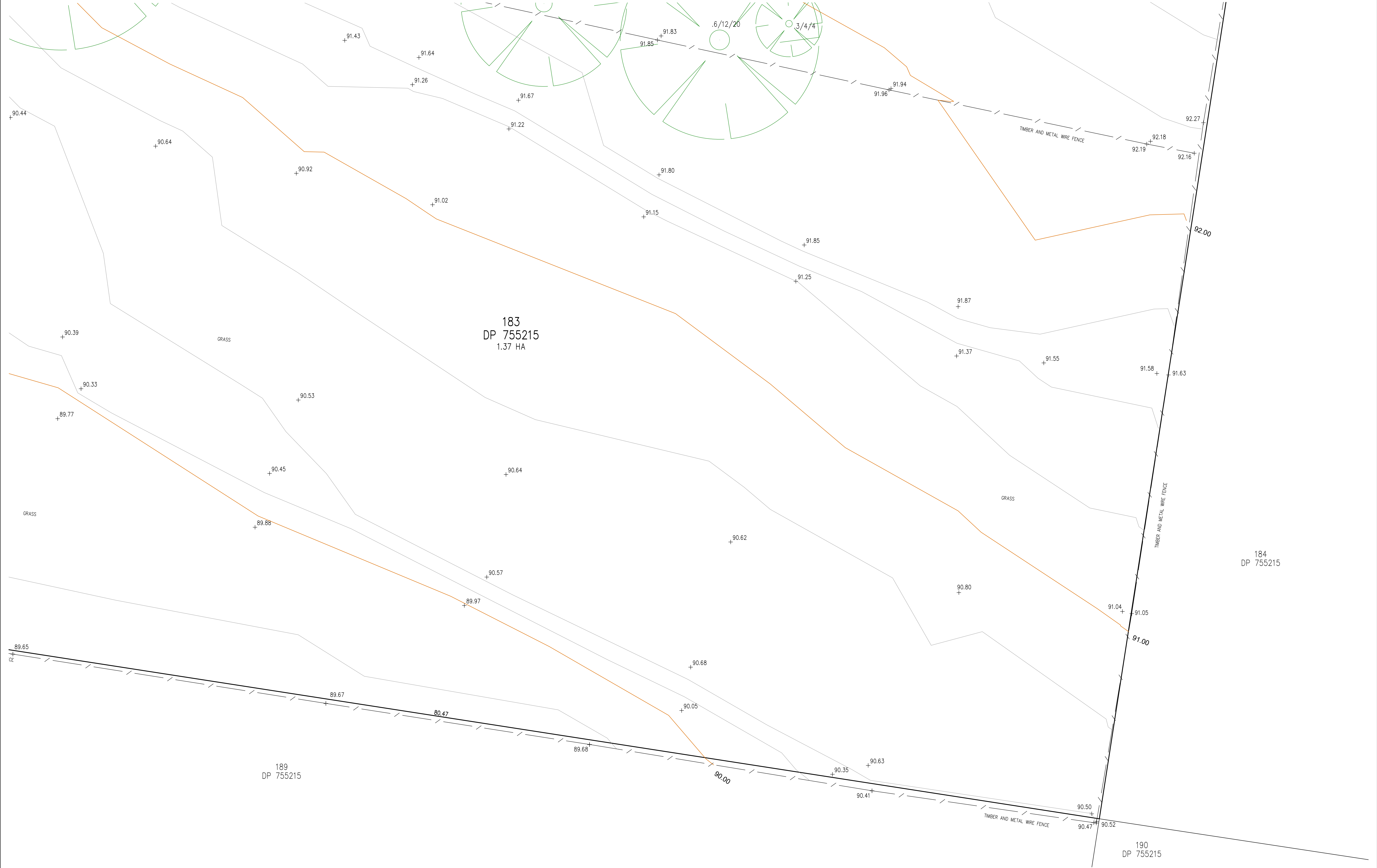
CLIENT:

JARAD STANDEN

JOB No:	240854	DRAWING NUMBER		LGA	
		240854-1		CESSNOCK	
ADDRESS:	7 JEFFRIES STREET, KEARSLEY	DATUM AHD	SOURCE PM66216	CONTOUR INTERVAL	
		SCALE N.T.S		0.25m MINOR / 1m MAJOR	
TITLE:	PLAN SHOWING DETAIL AND LEVELS OVER LOT 183 DP 755215	SHEET 1/9		REV.	A1
				0	



POINT SUFFIX LEGEND EB - EDGE OF BITUMEN TB - TOP OF BANK BB - BOTTOM OF BANK WB - BOTTOM OF WINDOW EV - EAVES RR - ROOF RIDGE FL - FLOOR LEVEL TEL - TELSTRA PIT PP - POWER POLE WM - WATER METER SV - STOP VALVE ELEC - ELECTRICAL PIT PP - POWER POLE BM - BENCH MARK Ø 4/S10/H16 - DIAMETER/SPREAD/HEIGHT				SYMBOL LEGEND BM BENCH MARK EBOX ELECTRICAL BOX LP LIGHT POLE PP POWER POLE SURVEY MARK FHR FIRE HOSE REEL DP DOWN PIPE UNIDENTIFIED POLE PARKING METER SP SIGN POST SIP SEWER INSPECTION PIT FH FIRE HYDRANT TL TRAFFIC LIGHT TS TRAFFIC SIGNAL BOX TAP WATER TAP STATE SURVEY MARK MAILBOX TPIL TELSTRA PILLAR BH BORE HOLE EOT END OF TRACE				STAY POLE G GAS VALVE W WATER VALVE VENT SEWER VENT MH MANHOLE OPTUS PIT COMMS PIT TELSTRA PIT ELECTRICITY PIT CAMERA NBN NBN PIT SMH SEWER MANHOLE SV STOP VALVE WH WATER HYDRANT GM GAS METER ANT ANTENNA ATM ATM BOLLARD AIR CONDITIONER				 JARAD STANDEN		JOB No: 240854 ADDRESS: 7 JEFFRIES STREET, KEARSLEY TITLE: PLAN SHOWING DETAIL AND LEVELS OVER LOT 183 DP 755215		DRAWING NUMBER 240854-1		LGA CESSNOCK CONTOUR INTERVAL 0.25m MINOR / 1m MAJOR		SCALE 1:100 SHEET 2/9		 MGA		REV. 0		A1	
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POINT SUFFIX LEGEND			
EB - EDGE OF BITUMEN	WB - BOTTOM OF WINDOW	TEL - TELSTRA PIT	ELEC - ELECTRICAL PIT
TB - TOP OF BANK	EV - EAVES	INV - INVERT LEVEL	PP - POWER POLE
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WT - TOP OF WINDOW	FL - FLOOR LEVEL	SV - STOP VALVE	Ø 4/S10/H16 - DIAMETER/SPREAD/HEIGHT

—	—	—	—
0	20/12/24	FIRST ISSUE	LM
REV	DATE	DESCRIPTION	DRAWN
			CHECKED
			BN

SYMBOL LEGEND			
BM BENCH MARK	SIP SEWER INSPECTION PIT	SP STAY POLE	NBN PIT
EBOX ELECTRICAL BOX	FH FIRE HYDRANT	G GAS VALVE	SMH SEWER MANHOLE
LP LIGHT POLE	TL TRAFFIC LIGHT	W WATER VALVE	SV STOP VALVE
PP POWER POLE	TS TRAFFIC SIGNAL BOX	WHT SEWER VENT	HYD WATER HYDRANT
SM SURVEY MARK	TAP WATER TAP	MH MANHOLE	WM WATER METER
FHR FIRE HOSE REEL	STATE SURVEY MARK	OPTUS PIT	GM GAS METER
DP DOWN PIPE	MAILBOX	COMMS PIT	ANT ANTENNA
UNIDENTIFIED POLE	TPIL TELSTRA PILLAR	TELSTRA PIT	ATM ATM
PARKING METER	BH BORE HOLE	ELECTRICITY PIT	BOL BOLLARD
SIGN POST	EOT END OF TRACE	CAMERA	AIR CONDITIONER

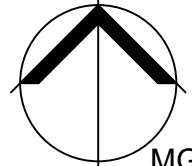


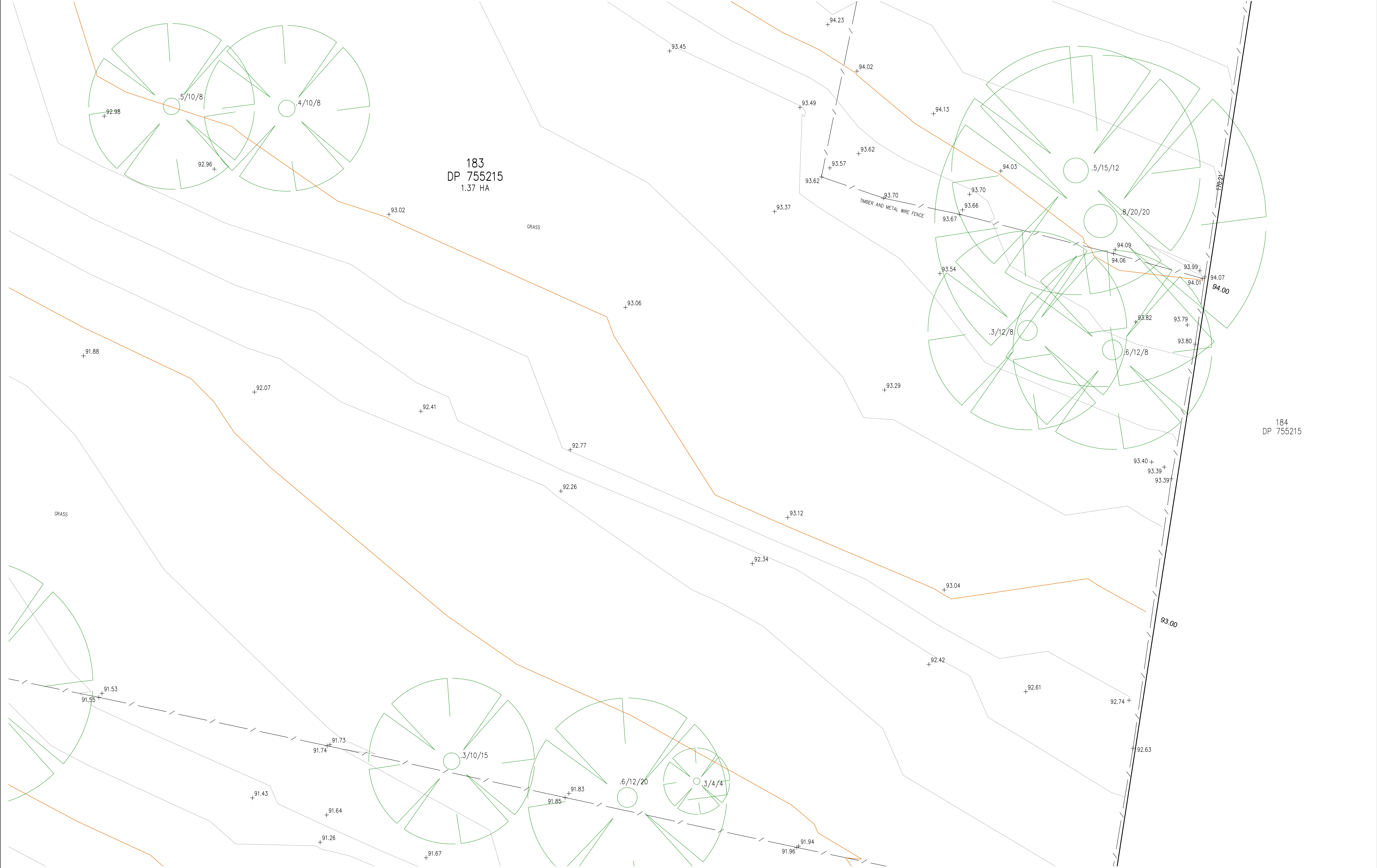
TSS TOTAL SURVEYING
SOLUTIONS

CLIENT:

JARAD STANDEN

JOB No:	240854
ADDRESS:	7 JEFFRIES STREET, KEARSLEY
TITLE:	PLAN SHOWING DETAIL AND LEVELS OVER LOT 183 DP 755215

DRAWING NUMBER		LGA	
240854-1		CESSNOCK	
DATUM AHD	SOURCE PM66216	CONTOUR INTERVAL 0.25m MINOR / 1m MAJOR	
SCALE 1:100	 MGA	REV.	A1
SHEET 3/9		0	



POINT SUFFIX LEGEND			
EB - EDGE OF BITUMEN	WB - BOTTOM OF WINDOW	TEL - TELSTRA PIT	ELEC - ELECTRICAL PIT
TB - TOP OF BANK	EV - EAVES	INV - INVERT LEVEL	PP - POWER POLE
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SYMBOL LEGEND			
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SM SURVEY MARK	TAP WATER TAP	MH MANHOLE	WM WATER METER
FHR FIRE HOSE REEL	STATE SURVEY MARK	OPTUS PIT	GM GAS METER
DP DOWN PIPE	MAILBOX	COMMS PIT	ANT ANTENNA
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PARKING METER	BH BORE HOLE	ELECTRICITY PIT	BOL BOLLARD
SIGN POST	EOT END OF TRACE	CAMERA	AIR CONDITIONER



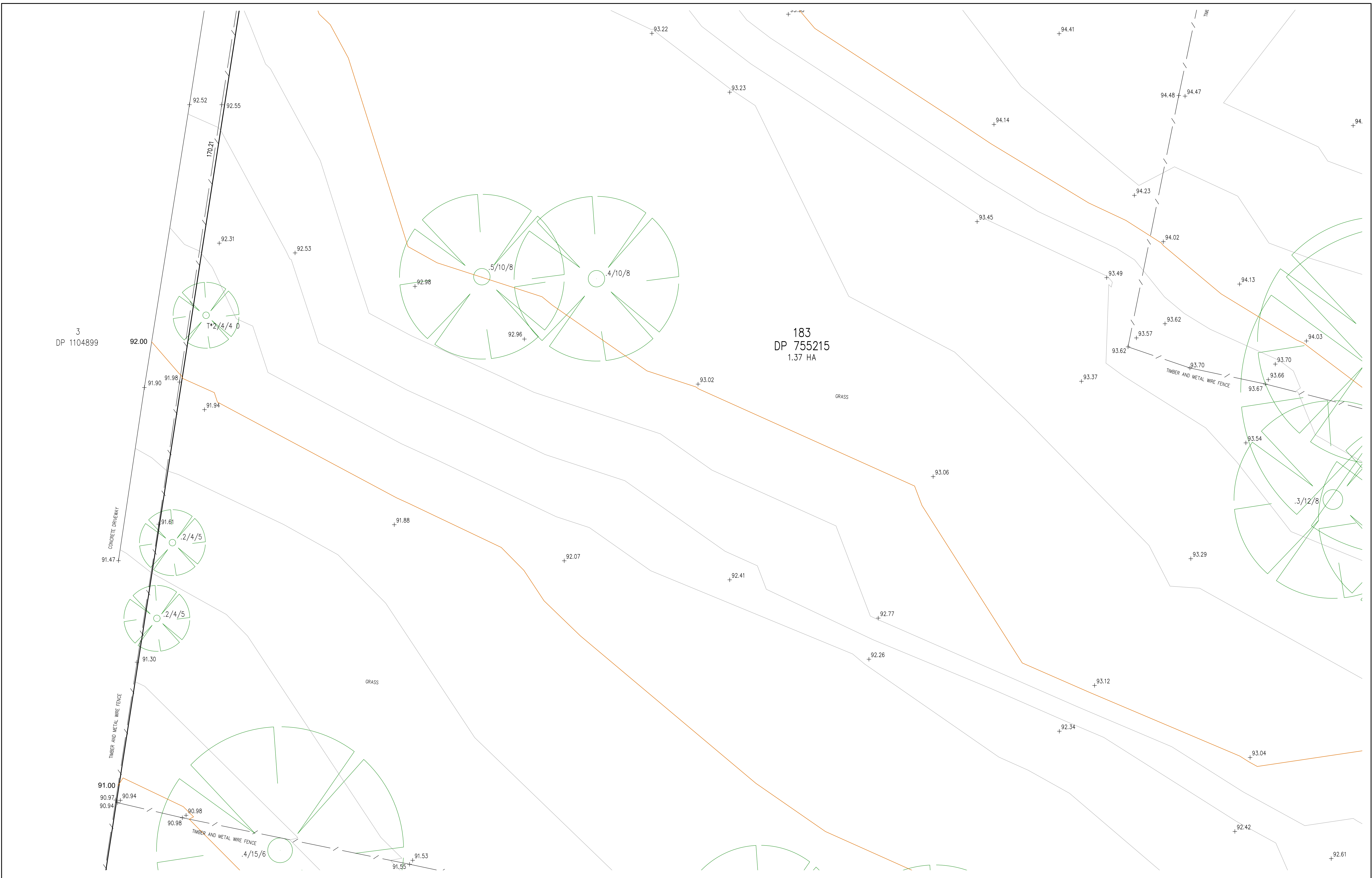
TSS TOTAL SURVEYING SOLUTIONS

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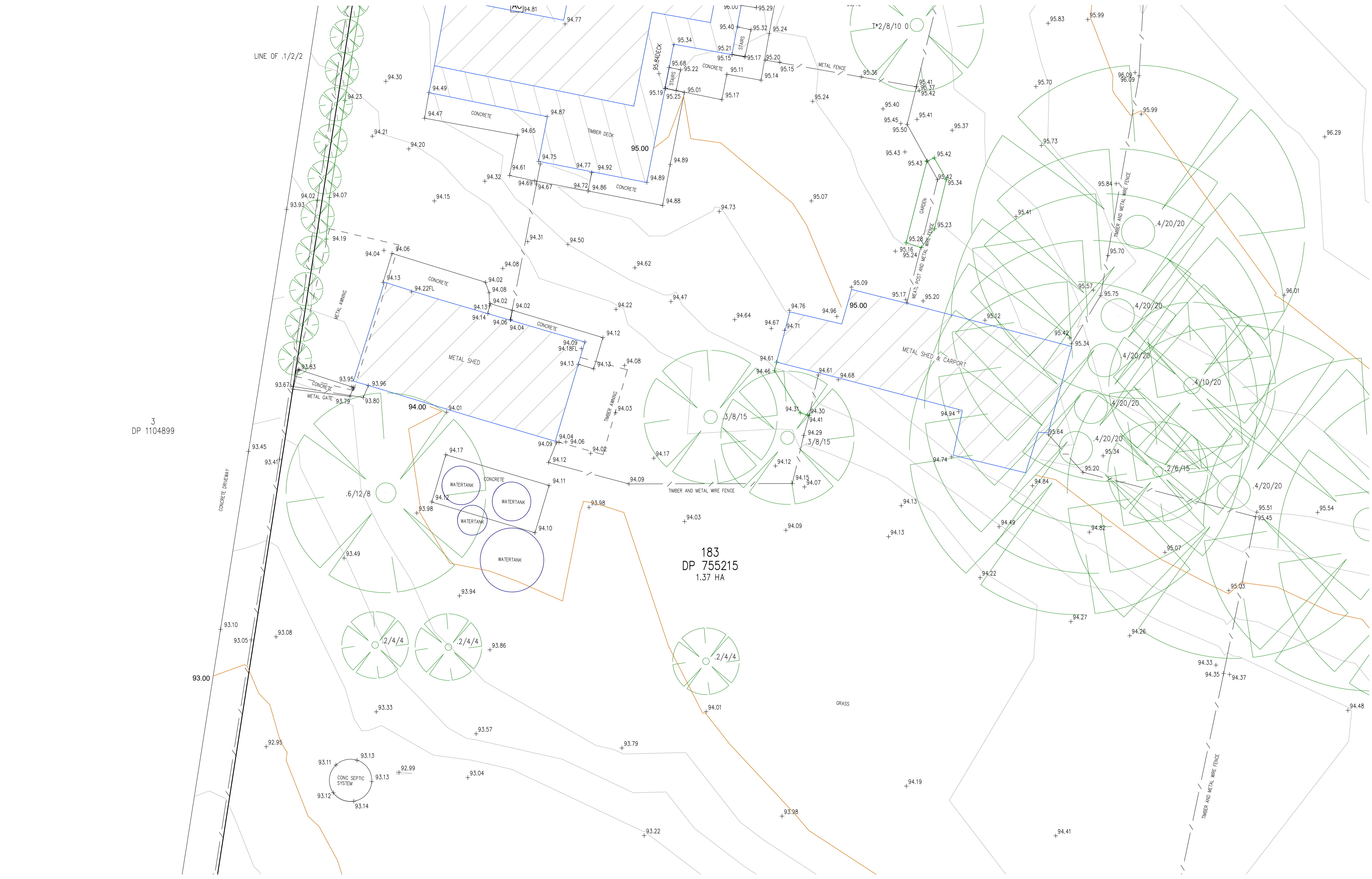
JARAD STANDEN

JOB No:	240854
ADDRESS:	7 JEFFRIES STREET, KEARSLEY
TITLE:	PLAN SHOWING DETAIL AND LEVELS OVER LOT 183 DP 755215

DRAWING NUMBER		LGA	
240854-1		CESSNOCK	
DATUM	SOURCE	CONTOUR INTERVAL	
AHD	PM66216	0.25m MINOR / 1m MAJOR	
SCALE	 MGA	REV.	A1
1:100		0	
SHEET	4/9		



POINT SUFFIX LEGEND				SYMBOL LEGEND												 TSS TOTAL SURVEYING SOLUTIONS		JOB No:	240854	DRAWING NUMBER		LGA									
																				240854-1		CESSNOCK									
																ADDRESS:	7 JEFFRIES STREET, KEARSLEY		DATUM	SOURCE	CONTOUR INTERVAL										
																		AHD	PM66216	0.25m MINOR / 1m MAJOR											
																CLIENT:		PLAN SHOWING DETAIL AND LEVELS OVER LOT 183 DP 755215		SCALE	 MGA	REV.	A1								
																		1:100													
																		SHEET		0											
																		5/9													
EB - EDGE OF BITUMEN				WB - BOTTOM OF WINDOW				TEL - TELSTRA PIT				ELEC - ELECTRICAL PIT				BM - BENCH MARK				SIP - SEWER INSPECTION PIT				SP - STAY POLE				SMH - NBN PIT			
TB - TOP OF BANK				EV - EAVES				INV - INVERT LEVEL				PP - POWER POLE				LP - LIGHT POLE				FH - FIRE HYDRANT				G - GAS VALVE				SV - SEWER MANHOLE			
BB - BOTTOM OF BANK				RR - ROOF RIDGE				WM - WATER METER				BM - BENCHMARK				PP - POWER POLE				TS - TRAFFIC SIGNAL BOX				W - WATER VALVE				STOP VALVE			
WT - TOP OF WINDOW				FL - FLOOR LEVEL				SV - STOP VALVE				Ø 4/S10/H16 - DIAMETER/SPREAD/HEIGHT				TAP - WATER TAP				MH - MANHOLE				HYD - WATER HYDRANT				WM - WATER METER			
																FHR - FIRE HOSE REEL				STATE SURVEY MARK				OPTUS PIT				GM - GAS METER			
																DP - DOWN PIPE				MAILBOX				COMMS PIT				ANT - ANTENNA			
																UNIDENTIFIED POLE				TPIL - TELSTRA PILLAR				TELSTRA PIT				ATM - ATM			
																PARKING METER				BH - BORE HOLE				ELECTRICITY PIT				BOL - BOLLARD			
																SP - SIGN POST				EOT - END OF TRACE				CAMERA				AIR CONDITIONER			



POINT SUFFIX LEGEND		SYMBOL LEGEND	
EB - EDGE OF BITUMEN	WB - BOTTOM OF WINDOW	TEL - TELSTRA PIT	ELEC - ELECTRICAL PIT
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0	20/12/24	FIRST ISSUE	LM
REV	DATE	DESCRIPTION	DRAWN
			CHECKED

BM BENCH MARK	SIP SEWER INSPECTION PIT	SP STAY POLE	SMH SEWER MANHOLE
EBOX ELECTRICAL BOX	FH FIRE HYDRANT	G GAS VALVE	SV STOP VALVE
LP LIGHT POLE	TL TRAFFIC LIGHT	W WATER VALVE	HYD WATER HYDRANT
PP POWER POLE	TS TRAFFIC SIGNAL BOX	VENT SEWER VENT	WM WATER METER
PP POWER POLE	TAP WATER TAP	MH MANHOLE	GM GAS METER
FHR FIRE HOSE REEL	STATE SURVEY MARK	OPTUS PIT	ANT ANTENNA
DP DOWN PIPE	MAILBOX	COMMS PIT	ATM ATM
UNIDENTIFIED POLE	TELSTRA PILLAR	TELSTRA PIT	BOL BOLLARD
PARKING METER	BH BORE HOLE	ELECTRICITY PIT	AIR CONDITIONER
SIP SIGN POST	EOT END OF TRACE	CAMERA	



TSS TOTAL SURVEYING SOLUTIONS

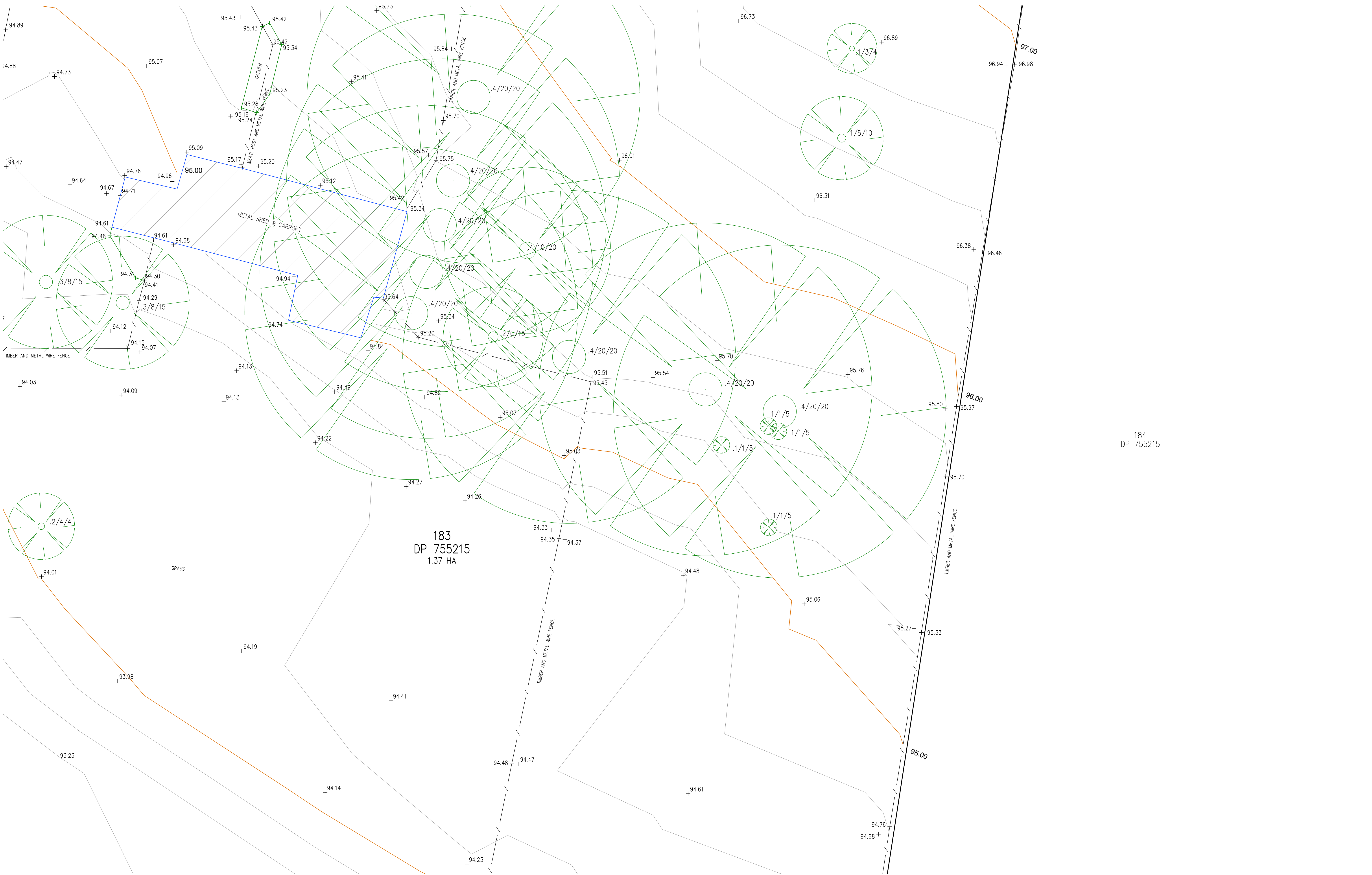
CLIENT: JARAD STANDEN

JOB No: 240854

ADDRESS: 7 JEFFRIES STREET, KEARSLEY

TITLE: PLAN SHOWING DETAIL AND LEVELS OVER LOT 183 DP 755215

DRAWING NUMBER		LGA	
240854-1		CESSNOCK	
DATUM	SOURCE	CONTOUR INTERVAL	
AHD	PM66216	0.25m MINOR / 1m MAJOR	
SCALE		REV.	A1
1:100		0	
SHEET			
6/9			



POINT SUFFIX LEGEND			
EB - EDGE OF BITUMEN	WB - BOTTOM OF WINDOW	TEL - TELSTRA PIT	ELEC - ELECTRICAL PIT
TB - TOP OF BANK	EV - EAVES	INV - INVERT LEVEL	PP - POWER POLE
BB - BOTTOM OF BANK	RR - ROOF RIDGE	WM - WATER METER	BM - BENCHMARK
WT - TOP OF WINDOW	FL - FLOOR LEVEL	SV - STOP VALVE	Ø 4/S10/H16 - DIAMETER/SPREAD/HEIGHT

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0	20/12/24	FIRST ISSUE	LM
REV	DATE	DESCRIPTION	CHECKED

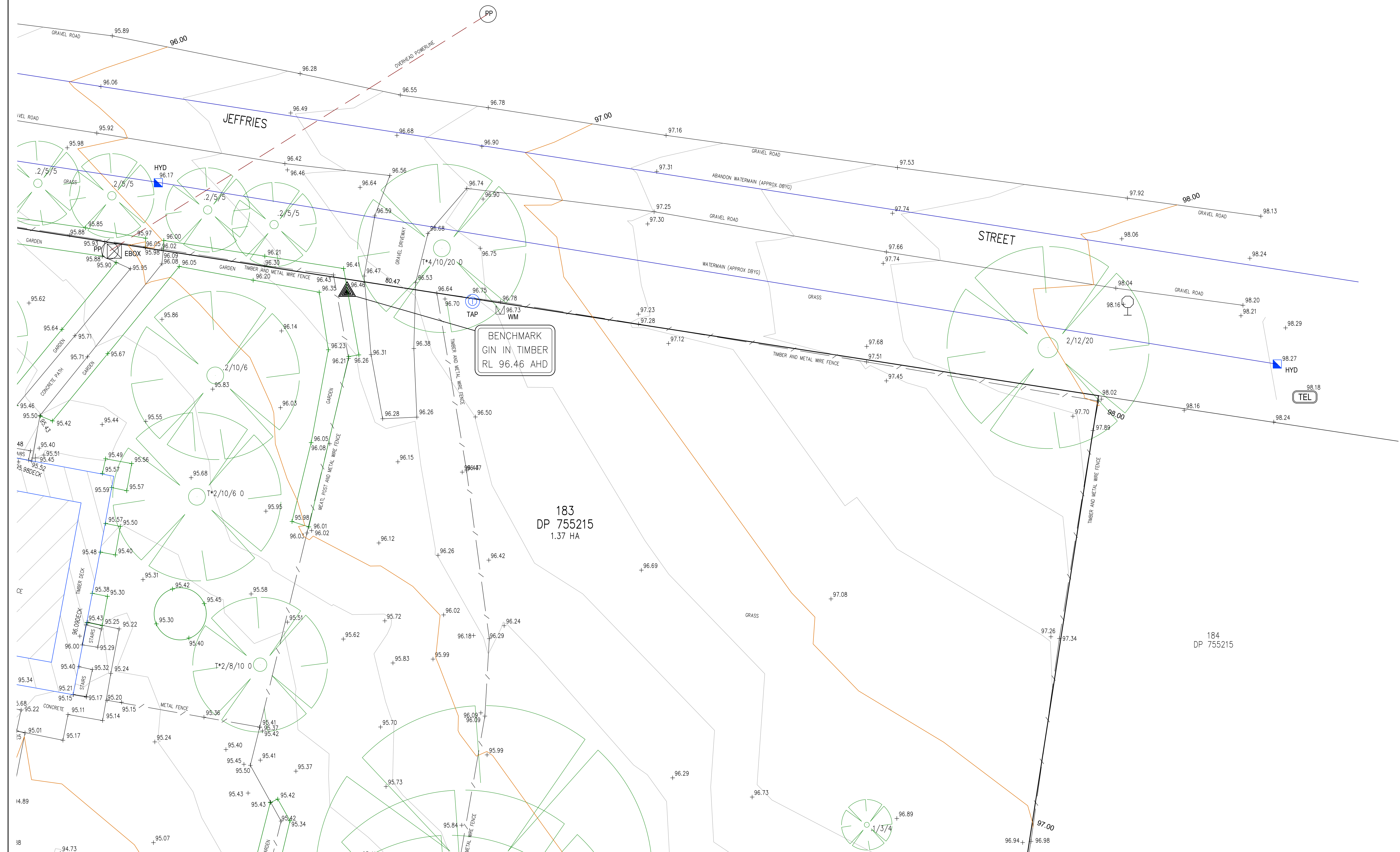
SYMBOL LEGEND			
BM BENCH MARK	SIP SEWER INSPECTION PIT	SP STAY POLE	SMH SEWER MANHOLE
EBOX ELECTRICAL BOX	FH FIRE HYDRANT	G GAS VALVE	SV STOP VALVE
LP LIGHT POLE	TL TRAFFIC LIGHT	W WATER VALVE	WY WATER HYDRANT
PP POWER POLE	TS TRAFFIC SIGNAL BOX	VENT SEWER VENT	WM WATER METER
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FHR FIRE HOSE REEL	STATE SURVEY MARK	OPTUS PIT	ANT ANTENNA
DP DOWN PIPE	MAILBOX	COMMS PIT	ATM ATM
UNIDENTIFIED POLE	TPIL TELSTRA PILLAR	TELSTRA PIT	BOL BOLLARD
PARKING METER	BH BORE HOLE	ELECTRICITY PIT	AIR CONDITIONER
SIGN POST	EOT END OF TRACE	CAMERA	



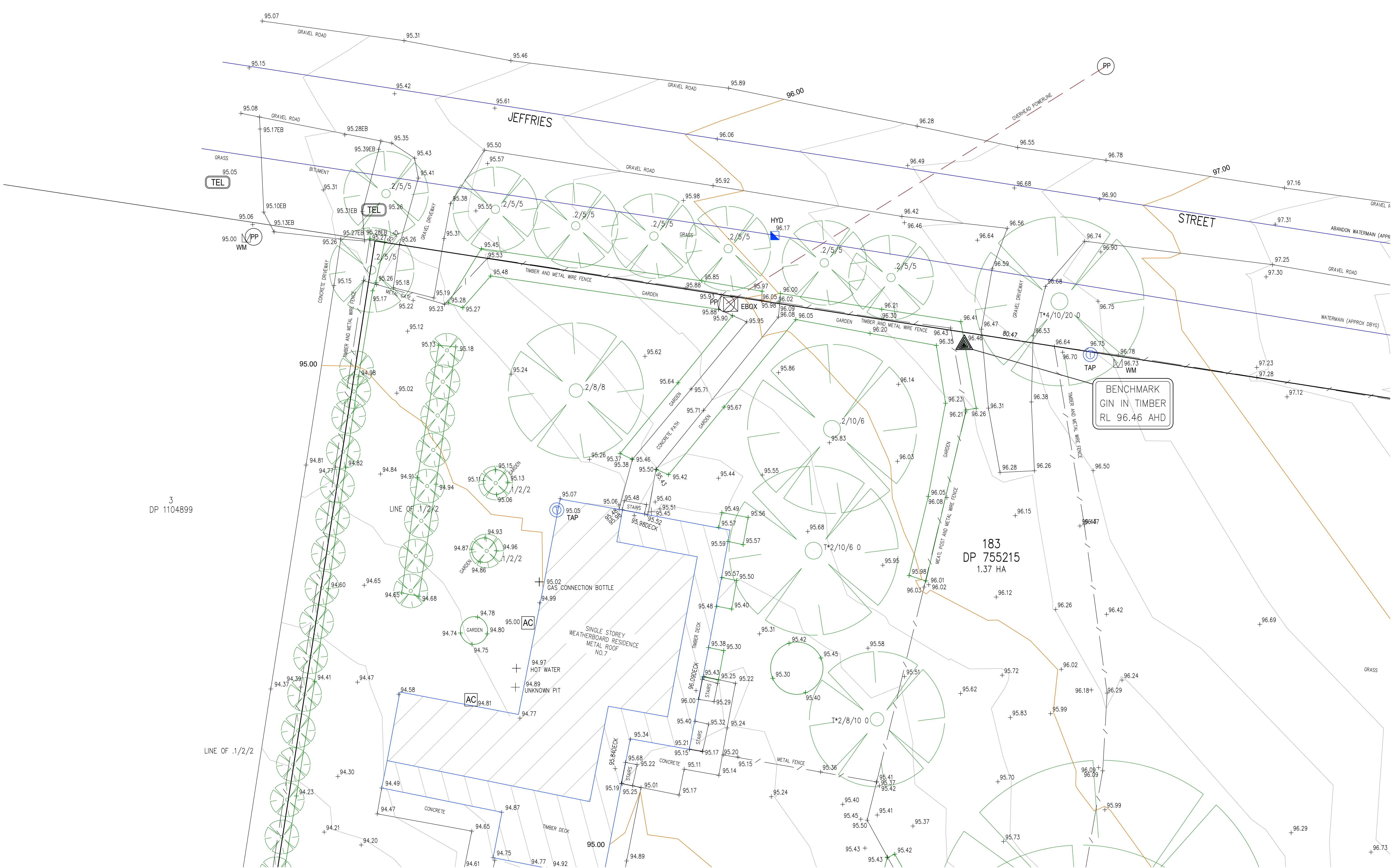
TSS TOTAL SURVEYING SOLUTIONS

CLIENT: JARAD STANDEN

JOB No:	240854	DRAWING NUMBER		LGA	
		240854-1		CESSNOCK	
ADDRESS:	7 JEFFRIES STREET, KEARSLEY	DATUM AHD	SOURCE PM66216	CONTOUR INTERVAL 0.25m MINOR / 1m MAJOR	
TITLE:	PLAN SHOWING DETAIL AND LEVELS OVER LOT 183 DP 755215	SCALE 1:100		REV.	A1
		SHEET 7/9		0	



POINT SUFFIX LEGEND EB - EDGE OF BITUMEN EV - EAVES BB - BOTTOM OF BANK WT - TOP OF WINDOW WB - BOTTOM OF WINDOW RR - ROOF RIDGE FL - FLOOR LEVEL TEL - TELSTRA PIT INV - INVERT LEVEL WM - WATER METER SV - STOP VALVE ELEC - ELECTRICAL PIT BM - BENCHMARK Ø4.5/10H16 - DIAMETER/SPREAD/HEIGHT				SYMBOL LEGEND BM BENCHMARK EBOX ELECTRICAL BOX LP LIGHT POLE PP POWER POLE SURVEY MARK FHR FIRE HOSE REEL DP DOWN PIPE UNIDENTIFIED POLE PARKING METER SIGN POST SIP SEWER INSPECTION PIT FH FIRE HYDRANT TL TRAFFIC LIGHT TS TRAFFIC SIGNAL BOX WATER TAP STATE SURVEY MARK MAILBOX TPIL TELSTRA PILLAR BH BORE HOLE EOT END OF TRACE				TSS TOTAL SURVEYING SOLUTIONS JARAD STANDEN				JOB No: 240854 ADDRESS: 7 JEFFRIES STREET, KEARSLEY		DRAWING NUMBER 240854-1		LGA CESSNOCK CONTOUR INTERVAL 0.25m MINOR / 1m MAJOR	
0 20/12/24 REV DATE FIRST ISSUE DESCRIPTION LM BN DRAWN CHECKED				SMH SEWER MANHOLE SV STOP VALVE HYD WATER HYDRANT WM GAS METER GM GAS METER ANT ANTENNA ATM ATM BOL BOLLARD AIR CONDITIONER NBN PIT SEWER MANHOLE STOP VALVE WATER HYDRANT GAS METER GAS METER ANTENNA ATM BOLLARD AIR CONDITIONER				CLIENT:		TITLE: PLAN SHOWING DETAIL AND LEVELS OVER LOT 183 DP 755215		DATUM AHD SOURCE PM66216 SCALE 1:100 SHEET 8/9		 MGA		REV. 0 A1	



POINT SUFFIX LEGEND		SYMBOL LEGEND	
EB - EDGE OF BITUMEN	WB - BOTTOM OF WINDOW	TEL - TELSTRA PIT	ELEC - ELECTRICAL PIT
TB - TOP OF BANK	EV - EAVES	INV - INVERT LEVEL	PP - POWER POLE
BB - BOTTOM OF BANK	RR - ROOF RIDGE	WM - WATER METER	BM - BENCHMARK
WT - TOP OF WINDOW	FL - FLOOR LEVEL	SV - STOP VALVE	Ø 4/S10/H16 - DIAMETER/SPREAD/HEIGHT
FHR - FIRE HOSE REEL		SIP - SEWER INSPECTION PIT	
DP - DOWN PIPE		FH - FIRE HYDRANT	
UP - UNIDENTIFIED POLE		TL - TRAFFIC LIGHT	
PM - PARKING METER		TS - TRAFFIC SIGNAL BOX	
SP - SIGN POST		TAP - WATER TAP	
		SMH - SEWER MANHOLE	
		SV - STOP VALVE	
		HYD - WATER HYDRANT	
		WM - WATER METER	
		GM - GAS METER	
		ANT - ANTENNA	
		ATM - ATM	
		BOL - BOLLARD	
		AC - AIR CONDITIONER	

BM - BENCH MARK	SIP - SEWER INSPECTION PIT	SP - STAY POLE	SMH - SEWER MANHOLE
EBOX - ELECTRICAL BOX	FH - FIRE HYDRANT	G - GAS VALVE	SV - STOP VALVE
LP - LIGHT POLE	TL - TRAFFIC LIGHT	W - WATER VALVE	HYD - WATER HYDRANT
PP - POWER POLE	TS - TRAFFIC SIGNAL BOX	VENT - SEWER VENT	WM - WATER METER
SV - STOP VALVE	TAP - WATER TAP	MH - OPTUS PIT	GM - GAS METER
FHR - FIRE HOSE REEL	SM - STATE SURVEY MARK	COMMS PIT	ANT - ANTENNA
DP - DOWN PIPE	MAILBOX	TELESTRAPIT	ATM - ATM
UP - UNIDENTIFIED POLE	TPIL - TELSTRA PILLAR	ELECTRICITY PIT	BOL - BOLLARD
PM - PARKING METER	BH - BORE HOLE	CAMERA	AC - AIR CONDITIONER
SP - SIGN POST	EOT - END OF TRACE		



TSS TOTAL SURVEYING SOLUTIONS

CLIENT: JARAD STANDEN

JOB No: 240854

ADDRESS: 7 JEFFRIES STREET, KEARSLEY

TITLE: PLAN SHOWING DETAIL AND LEVELS OVER LOT 183 DP 755215

DRAWING NUMBER		LGA	
240854-1		CESSNOCK	
DATUM AHD	SOURCE PM66216	CONTOUR INTERVAL 0.25m MINOR / 1m MAJOR	
SCALE 1:100	 MGA	REV. 0	A1
SHEET 9/9			

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 183/755215

SEARCH DATE	TIME	EDITION NO	DATE
10/4/2026	10:29 AM	6	22/11/2024

LAND

LOT 183 IN DEPOSITED PLAN 755215
LOCAL GOVERNMENT AREA CESSNOCK
PARISH OF CESSNOCK COUNTY OF NORTHUMBERLAND
(FORMERLY KNOWN AS PORTION 183)
TITLE DIAGRAM CROWN PLAN 5985.2111

FIRST SCHEDULE

JARAD KEITH STANDEN
RENEE JENNIFER STANDEN
AS JOINT TENANTS (T AU608542)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 EXCEPTING LAND BELOW A DEPTH FROM THE SURFACE OF 15.24 METRES
- 3 AU608543 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



PLANNING CERTIFICATE

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

Info Track
Level 21 Tower 2 200 Barangaroo Avenue

SYDNEY 2000

Applicants Reference
2854-#191292925#

CERTIFICATE DETAILS

Certificate Number: 1046
Date of Certificate: 10/04/2026

PROPERTY DETAILS

Address: 7 Jeffries Street KEARSLEY NSW 2325
Title: LOT: 183 DP: 755215
Parcel No: 23411

BACKGROUND INFORMATION

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

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

PLANNING CERTIFICATE

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1. Names of relevant planning instruments and development control plans

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

State Environmental Planning Policies

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

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

Chapter 2 _ Standards for residential development _ BASIX

Chapter 3_ Standards for Non-residential development

Chapter 4_ Miscellaneous

State Environmental Planning Policy (Resilience and Hazards) 2021

Chapter 3 _ Hazardous and offensive development

Chapter 4 _ Remediation of land

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

State Environmental Planning Policy (Transport and Infrastructure) 2021

Chapter 2 _ Infrastructure

Chapter 3 _ Educational establishments and child care facilities

State Environmental Planning Policy (Resources and Energy) 2021

Chapter 2 _ Mining, petroleum production and extractive industries

State Environmental Planning Policy (Primary Production) 2021

Chapter 2 _ Primary production and rural development

State Environmental Planning Policy (Planning Systems) 2021

Chapter 2 _ State and regional development

Chapter 4 _ Concurrences and consents

State Environmental Planning Policy (Biodiversity and Conservation) 2021

Chapter 4 _ Koala habitat protection 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Precincts _ Regional) 2021

Chapter 2 _ State significant precincts

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

Local Environmental Plans

[Cessnock Local Environmental Plan 2011](#)

Development Control Plans



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[Cessnock Development Control Plan 2010](#)

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

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

Draft State Environmental Planning Policies

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

Draft Planning Proposal for Local Environmental Plan

18 2024 3 1 _ Draft Anomalies / Housekeeping _ Public Exhibition _ 3 February 2025 - 4 March 2025

Draft Development Control Plan

Draft DCP _ Parking and Access Subdivision Chapter _ Public Exhibition _ 26/04/2024 _ 24/05/2024

Draft DCP _ E20 Regrowth Kurri Kurri _ Adopted by Council _ Public Exhibition _ 01/05/2024 _ 29/05/2024

DRAFT DCP Chapter _ Parking and Access and Subdivision Chapter _ 57 2023 2 1 _ Public Exhibition _ 26/4/2024 _ 24/5/2024

DRAFT DCP Chapter _ D1 Subdivision Guidelines _ Public Exhibition _ 26/4/2024 _ 24/5/2024

Draft Waste Management DCP, Waste Management Guidelines & DCP Dictionary Amendments _ 57 2023 11 1 _ 5/11/2024 _ 3/12/2024

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

57 2025 2 1 _ Draft Cessnock Development Control (DCP) Plan Chapter E3 _ Vineyards District _ Public Exhibition 28 March 2025 - 9 May 2025

57 2025 9 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Signage and Outdoor Advertising _ Public Exhibition 28 March 2025 _ 9 May 2025

57 2025 8 1 _ Draft Cessnock Development Control (DCP) Plan Chapter _ Tourist and Visitors Accommodation on Rural and Conservation Lands _ Public Exhibition _ 28 March 2025 to 9 May 2025

Draft Chapter D8 Temporary Events _ Public Exhibition 30 July 2025 _ 24 August 2025

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57 2025 8 1 _ Draft Cessnock Development Control Plan (DCP) Chapter _ Tourist and Visitor Accommodation on Rural Land and Conservation Lands (applies to RU2, C2, C3 and C4 zones)
_ Public Exhibition 28 March 2025 _ 9 May 2025

(4) In this section –

proposed environmental planning instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No.34 _ Notification Date 10 June 2022 _ 18 2019 1 1 _ Reclassification and Rezoning of Various Council Land

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 35 _ 18 2020 2 1 _ Notification Date 21 October 2022 _ Administrative amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 36 _ 18 2020 3 1 _ Notification Date 2 June 2023 _ Recreation Lands (ORIGINALLY ALLOCATED TO HYDRO - Refer to Map Only Amendment No 4)

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 37 _ 18 2021 3 1 _ Notification Date 17 February 2023 _ Wills Hill Road - Heritage Listing.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 38 _ 18 2021 6 1 _ Notification Date 16 June 2023 _ Environment Zones (text only) amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 39 _ 18 2022 3 1 _ Notification Date 15 December 2023 _ Lovedale Integrated Tourist Development.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 40 _ 18 2022 2 1 _ Notification Date 13 October 2023 _ Rural Zones.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 41 _ 18 2020 5 1 _ Notification Date 4 August 2023 _ 0 Blackhill Road, Black Hill - Additional Permitted Use for a Dwelling.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 42 _ 18 2022 4 1 _ Notification Date 24 May 2023 _ Section 3.22 Heritage Amendments.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 43 _ 18 2023 8 1 _ Notification Date 4 August 2023 _ Removal of Clause 7.11B from 49B Aberdare Road Aberdare.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 1 _ 18 2017 6 1 _ Notification Date 6 August 2021 _ 17 Braxton Street, Greta.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 2 _ 18 2020 1 1 _ 39 Pinchen Street and 8 Kerlew Street, Nulkaba

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 3 _ 18 2021 7 1 _ Notification Date 9 September 2022 _ Cessnock Commercial Precinct.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 4 _ 18 2015 2 1 _ Notification Date 16 December 2022 _ Hydro Kurri Kurri.



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Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 5 _ 18 2020 4 1 _
Notification Date 30 June 2023 _ 259 & 261 Averys Lane Buchanan (LSZ, LZN & URA)
(originally allocated to Black Hill - Refer to Amendmnet No. 41).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 6 _ RN20 956 _
Notification Date 26 April 2023 _ Employment Zones Reforms.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 7 _ 18 2022 9 1 _
Notification Date 9 June 2023 _ Employment Zones Reforms S.3.22 Amendment (Originally
allocated to Hydro Part A - refer to MOA No.8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 8 _ 18 2015 2 1 _
Notification Date 16 June 2023 _ Hydro Kurri Kurri (Part A - land above PMF excluded from
Amendment No 4).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 9 _ 18 2020 3 1 _
Notification Date 25 August 2023 _ Special Purposes (Various).

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 10 _ 18 2015 2 1 _
Notification Date 24 May 2024 _ Hydro Kurri Kurri (Part B - land above PMF excluded from
Amendment No. 4 and 8.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 11 _ 18 2024 5 1 _
Notification Date 16 August 2024 _ Split Zoning 3.22 Zone Boundary Adjustment.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 12 _ 18 2022 9 1 _
Notification Date 20 September 2024 _ Conversion of LEP PDF maps to Digital Mapping.

Draft Cessnock Local Environmental Plan 2011 _ Map Amendment No. 13 _ PP-2024-2402 _
Notification Date 6 December 2024 _ applies to land on and surrounding Kurri Kurri Aquatic
Centre _ Lot 1 DP1153680 and Lot 1 DP1166822. Zoning change from C2 Environmental
Conservation to RE1 Public Recreation.

Draft Cessnock Local Environmental Plan 2011 _ Amendment No. 44 _ PP-2023-1184 _
Notification Date 13 December 2024 _ Lot 5, DP239505, 406 Wilderness Road, Lovedale -
additional permitted use of "depot" as permitted with development consent, if the depot is used
for the purposes of a balloon tourism business.

Draft Cessnock Local Environmental Plan 2011 _ Amendment 46 _ PP-2024-2769 - Notification
Date 3 February 2025 _ Administrative Amendments _ LGA Wide.

2. Zoning and land use under relevant planning instruments

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

- (a) the identity of the zone, whether by reference to –
 - (i) a name, such as “Residential Zone” or “Heritage Area”, or
 - (ii) a number, such as “Zone No 2 (a)”,

R5 Large Lot Residential under the Cessnock Local Environmental Plan 2011

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- (b) the purposes for which development in the zone –
- (i) may be carried out without development consent, and
 - (ii) may not be carried out except with development consent, and
 - (iii) is prohibited,

R5 Large Lot Residential

1 Permitted without consent

Home occupations

2 Permitted with consent

Bed and breakfast accommodation; Dwelling houses; Extensive agriculture; Horticulture; Neighbourhood shops; Oyster aquaculture; Pond-based aquaculture; Roads; Sewerage systems; Tank-based aquaculture; Water supply systems; Any other development not specified in item 1 or 2

3 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Attached dwellings; Boarding houses; Boat building and repair facilities; Boat launching ramps; Boat sheds; Car parks; Cemeteries; Charter and tourism boating facilities; Commercial premises; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Freight transport facilities; Function centres; Group homes; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Information and education facilities; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Multi dwelling housing; Open cut mining; Passenger transport facilities; Public administration buildings; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential flat buildings; Restricted premises; Rural workers' dwellings; Semi-detached dwellings; Seniors housing; Service stations; Sex services premises; Shop top housing; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Wharf or boating facilities; Wholesale supplies

- (c) whether additional permitted uses apply to the land,
No
- (d) whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling house on the land and, if so, the fixed minimum land dimensions,
No
- (e) whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:
The land is not land that includes or comprises biodiversity conservation under the Biodiversity Conservation Act 2016.



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

3. Contributions plans

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Cessnock Section 7.12 Levy Contributions Plan 2017.

Cessnock City Wide Local Infrastructure Contributions Plan 2020.

Housing and Productivity Contributions

58 2023 1 1_ Draft Amendment No 2 to Cessnock City Wide S7.11 Infrastructure Contributions Plan and Cessnock City Wide S7.12 Infrastructure Contributions Plan _ Public Exhibition 28 March 2025 _ 9 May 2025

- (2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4-
 - (a) The name of the region, and
 - (b) The name of the Ministerial planning order in which the reason is identified.
- (3) If the land is in a special contribution area to which a continued 7.23 determination applies, the name of the area.
- (4) In this section-

Continued 7.23 determination means a 7.23 determination that-

- (a) Has been continued in force by the Act, Schedule 4, Part 1, and
- (b) Has not been repealed as provided by that part.

Note- The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

No

4. Complying development

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under State Environmental Planning Policy (*Exempt and Complying Development Codes*) 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and

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- (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

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

5. Exempt Development

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1) (b1) -(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.

Biodiversity Conservation Act 2016 and Fisheries Management Act 1994	Exempt Development may not be carried out on land that is a declared area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 or declared critical habitat under Part 7A of the Fisheries Management Act 1994
Wilderness Act 1987	Exempt Development may not be carried out on land that is, or is part of, a wilderness area (within the meaning of Wilderness Act 1987)
Heritage Act 1977	Exempt Development may not be carried out on land that is, or on which there is, an item that is listed on the State Heritage Register under the Heritage Act

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	1977, or that is subject to an interim heritage order under that Act
Schedule 4 _ Land included from the General Exempt Development Code	Exempt Development may be carried out on land that is described or otherwise identified on a map specified in Schedule 4.
Land within 18 kilometres of Siding Spring Observatory	Exempt Development may not be carried out on Land within 18 kilometres of Siding Spring Observatory
Schedule 11 _ Conditions applying to complying development certificates under the Agritourism and Farm Stay Accommodation Code	Exempt Development may be carried out on land that is not described or otherwise identified on the Agritourism and Farm Stay Accommodation Exempt and Complying Development map.

- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that-
- (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

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

6. Affected building notices and building product rectification orders

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

- (2) In this section –

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

building Product Rectification Order has the same meaning as in the *Building Products (Safety) Act 2017*.

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

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

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

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7. Land reserved for acquisition

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

No

8. Road widening and road realignment

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

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

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

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

9. Flood related development controls

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

No

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

No

- (3) In this section –

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

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

Note: Flood Studies

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



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

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

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

Landslip

No

Bushfire

No

Tidal Inundation

No

Subsidence

No

Acid Sulphate Soils

No

Contamination

Cessnock City Council _ Contaminated Land Policy _ Land Use Planning

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

Aircraft Noise

No

Salinity

No

Coastal Hazards

No

Sea Level Rise



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No

Any Other Risk (other than flooding)

Cessnock City Council _ Climate Change Policy _ Land Use Planning

In this section – **adopted policy** means a policy adopted –

- (a) by the council, or
- (b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. Bush fire prone land

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

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

12. Loose-fill asbestos insulation

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

No

13. Mine subsidence

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

No

14. Paper subdivision information

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

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

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

There is no subdivision order that applies to the land

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

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15. Property vegetation plans

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

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

16. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by the Biodiversity Conservation Trust.

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

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

17. Biodiversity certified land

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

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

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

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land, but only if the council has been notified of the order.

No

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

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

(2) In this section –

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

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

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

20. Western Sydney Aerotropolis

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

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

21. Development consent conditions for seniors housing

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

No

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

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

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

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

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

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

PLANNING CERTIFICATE

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

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

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

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

No

- (4) In this section –

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

23. Water or sewerage services

If water or sewerage services are, or are to be, provided to the land under the [Water Industry Competition Act 2006](#), a statement to that effect.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the [Water Industry Competition Act 2006](#), a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the [Water Industry Competition Act 2006](#) is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the [Water Industry Competition Act 2006](#) become the responsibility of the purchaser.

No

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the Local Government Act 1993, section 202B.

No

25. Interim development in future infrastructure corridors

If State Environmental Planning Policy (Transport and Infrastructure) 2021, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

No



PLANNING CERTIFICATE

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

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

A handwritten signature in black ink, appearing to read "Peter Chrystal", is positioned above the printed name.

Peter Chrystal
Director Planning and Environment

HUNTER WATER CORPORATION

A.B.N. 46 228 513 446

SEWER LOCATION DIAGRAM - WATER ONLY

Enquiries: 1300 657 657

APPLICANT'S DETAILS



InfoTrack
7 JEFFRIES
KEARSLEY NSW

APPLICATION NO.: 2804581

APPLICANT REF: M 2854

RATEABLE PREMISE NO.: 8217510130

PROPERTY ADDRESS: 7 JEFFRIES ST KEARSLEY 2325

LOT/SECTION/DP.SP: 183//DP755215



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

**A SEWERMAIN IS NOT AVAILABLE TO WHICH
THE PROPERTY CAN BE CONNECTED.**

IF A SEWERMAIN IS LAID WITHIN THE BOUNDARIES OF THE LOT, SPECIAL
REQUIREMENTS FOR THE PROTECTION OF THE SEWERMAIN APPLY IF
DEVELOPMENT IS UNDERTAKEN. IN THESE CASES, IT IS RECOMMENDED
THAT YOU SEEK ADVICE ON THE SPECIAL REQUIREMENTS PRIOR TO
PURCHASE. PHONE 1300 657 657, FOR MORE INFORMATION.

IMPORTANT:

IF THIS PLAN INDICATES A SEWER CONNECTION IS AVAILABLE OR
PROPOSED FOR THE SUBJECT PROPERTY, IT IS THE INTENDING OWNERS
RESPONSIBILITY TO DETERMINE WHETHER IT IS PRACTICABLE TO
DISCHARGE WASTEWATER FROM ALL PARTS OF THE PROPERTY TO THAT
CONNECTION.

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

Date: 10/04/2026

Scale: at A4 1:2,000

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CONTOUR DATA © AAM
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SEWER/WATER/RECYCLED WATER
UTILITY DATA
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