NSW ICAC EXHIBIT

V-29.

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Contract for the sale of land – 2005 edition

TERM	MEANING OF TERM
Vendor's agent	No agent
Co-agent	
Vendor	Services UNE Limited ABN 29 065 648 419 University of New England Armidale 2351
Vendor's Solicitor	Watson McNamara & Watt, 156 Beardy Street Armidale NSW 2350 DX 6002 Armidale Ph (02) 6772 5244 Fax (02) 6772 6676 Mr B D Atkinson
Completion date	42nd day after the contract date (clause 15)
Land (Address, plan details and title reference)	174 Beardy Street Armidale Lot 7 DP564754 Identifier 7/564754
	☒ VACANT POSSESSION ☐ subject to existing tenancies
Improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ none ☒ other: Hotel
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	☐ blinds	☐ curtains	☐ insect screens	☐ stove
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ pool equipment
	☐ clothes line	☐ fixed floor coverings	☐ range hood	☐ TV antenna
	☒ other: Plant, Business and Licence			
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)

Vendor _____ **Witness** _____

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

Purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares **Witness** _____

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

Vendor duty is payable	☐ NO	☐ yes in full	☐ yes to an extent
Deposit can be used to pay vendor duty	☐ NO	☐ yes	
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)

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

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General

- ☒ property certificate for the land
- ☒ plan of the land
- ☐ unregistered plan of the land
- ☐ plan of land to be subdivided
- ☐ document that is to be lodged with a relevant plan
- ☒ section 149(2) certificate (Environmental Planning and Assessment Act 1979)
- ☐ section 149(5) information included in that certificate
- ☐ sewerage connections diagram
- ☐ sewer mains diagram
- ☐ document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ section 88G certificate (positive covenant)
- ☐ survey report
- ☐ section 317A certificate (certificate of compliance)
- ☐ building certificate given under *legislation*
- ☐ insurance certificate (Home Building Act 1989)
- ☐ brochure or note (Home Building Act 1989)
- ☐ section 24 certificate (Swimming Pools Act 1982)
- ☐ lease (with every relevant memorandum or variation)
- ☐ other document relevant to tenancies
- ☐ old system document
- ☐ Crown tenure card
- ☐ Crown purchase statement of account
- ☐ Statutory declaration regarding *vendor duty*

Strata or community title (clause 23 of the contract)

- ☐ property certificate for strata common property
- ☐ plan creating strata common property
- ☐ strata by-laws not set out in *legislation*
- ☐ strata development contract or statement
- ☐ strata management statement
- ☐ leasehold strata - lease of lot and common property
- ☐ property certificate for neighbourhood property
- ☐ plan creating neighbourhood property
- ☐ neighbourhood development contract
- ☐ neighbourhood management statement
- ☐ property certificate for precinct property
- ☐ plan creating precinct property
- ☐ precinct development contract
- ☐ precinct management statement
- ☐ property certificate for community property
- ☐ plan creating community property
- ☐ community development contract
- ☐ community management statement
- ☐ document disclosing a change of by-laws
- ☐ document disclosing a change in a development or management contract or statement
- ☐ document disclosing a change in boundaries
- ☐ certificate under Management Act – section 109 (Strata Schemes) or section 26 (Community Land)

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

AGL Gas Networks Limited	Government Business & Government Procurement	Public Works Dept
Council	Heritage Office	Roads & Traffic Authority
County Council	Infrastructure Planning and Natural Resources	Rural Lands Protection Board
East Australian Pipeline Limited	Land & Housing Corporation	Sustainable Energy Development
Education & Training Dept	Mine Subsidence Board	Telecommunications authority
Electricity authority	Owner of adjoining land	Water, sewerage or drainage authority
Environment & Conservation Dept	Primary Industries Department	
Fair Trading	RailCorp	

   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 1987 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it may become payable when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty on this contract. The sale will also usually be a vendor duty transaction. If duty is not paid on time, a party may incur penalties.
7. If the purchaser agrees to the release of deposit any rights in relation to the land (for example, the rights mentioned in clause 2.8) may be subject to the rights of other persons such as the vendor's mortgagee.
8. The purchaser should arrange insurance as appropriate.

DISPUTES

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

AUCTIONS

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

TATTERSALLS HOTEL PLANT & EQUIPMENT OCTOBER 2005

FRONT OFFICE
2 x Safes
2 x Telephones
Video Recorder
CMS Monitoring System
Assorted Stationary
Curtains
Chair
Computer
2 x Filing cabinets
Colour Printer
Printer/Fax/Photocopier
Printer (AGD)
CCTV Monitor
2 Storage rooms for Doonas and Blankets

CHANDELIER RESTAURANT & DISUSED KITCHEN
54 Chairs
5 Round Tables
1 large canvas paining
7 small square tables
Bar stool
Eastwood dishwasher
6 Chandeliers
5 Medium tables
Bench (SS)
Toaster
4 Large Tables
2 x Kettle
Quantity of plates, bowls, cups & saucers and cutlery
Plate warming bench
Bmtallents Gas
3 door Fridge
Urn
Commercial Toaster
Fire Extinguisher

KITCHEN
1 SE Coldroom
Westinghouse upright freezer 380C
Sharpe Microwave
Hobart Dishwasher
2 x Woodson Grill
1 Bugzapper
1 Zanussi – 4 Burner, Char Grill, Hotplate, DeepFryer (Hobart), Oven
Panosonic Microwave
Double stainless steel sink
Single stainless steel sink
4 x stainless steel bench
Coffee Machine
Grinder
Blender
Milkshake Maker
Fire Extinguisher
Fire Blanket

Working amount of cutlery, crockery and cooking utensils

FRONT BAR
Food menu board
Drink board
Working amount of Glasses and Racks
Glass Fridge
Rugby Framed Photo
1 Muhammad Boxing Print framed
Air Cooler
Air Conditioner
3 x Wooden shelving
15 x Stools
4 x Clocks
21 Bar Stools
2 x Round Tables
Planter Box
Juke Box – may not belong to Services UNE
2 x (NEC & Sanyo) TV
2 x Smoke Extractors – Trion
2 x Electric Cash Registers
Pie Warmer
Coin Counter
3 Door Fridge
2 x Temprites (1 x 3 & 1 x 2)
1 x 6 terminal spirit dispenser
15 Gaming machines

BACK BAR
2 X 4 Tap Temprite
2 X Electric Cash Register
1 Glass washer – Eswood
2 x 2 Door Glass Fridge
Glasses – working amount
2 x 6 bottle spirit dispenser
Wooden Shelving
1 x Samsung CD Player
1 x Coolroom and associated equipment
1 Large refridgerated compressors
1 x Ice Machine
1 x gas boiler
3 x 2 door glass fridge
Fire Extinguisher
Fire Hose
Stage and Dance Floor Lighting
3 x Smoke Filtration Units – Trion
12 Vinyl chairs
64 Fabric Chairs
2 High Chairs
12 Tables
3 Round Tables
4 Flat stools
8 bar stools
Cabinet
9 wooden planter boxes
Yellow table

2 x NEC TV
1 Large Screen
NEC Projector
Optmus Video Recorder
2 Framed menus
Telephone
12 Robb Rugby Photos
8 Blackboards
6 Rugby IV Framed Photos
9 Rugby Photos
3 Framed Rugby Guernsey's
3 Large Oil Paintings
5 Robb Netball team photos
1 Clock

DISUSED REAR KITCHEN
1 SS Sink
4 Burner gas stove & oven
Gas Grill
1 2x2 Sterlec Deep Fryer
2 x Woodson Deep Friers (small)

BAND ROOM
Floor Polisher
Carpet Cleaner
Hydraulic Trolley
Electric Piano
Christmas Tree
Chair Trolley

FOYER
5 Planter Boxes
2 Chairs
1 Double Chair

REAR STORAGE
Quantity of old chairs, tables, misc. furniture & items – mostly unusable
Shelving and cleaning supplies

RESIDENCE
2 Queen Sized Beds
1 King Size Bed
2 Dressing tables
1 Wardrobe
Wall Mirror
Black 2 seater lounge (Balcony)
2 Bone leather Lounge chairs (balcony)
3 velvet bar stools
Dishwasher
Gas Hotplate
Electric Stove
Gas Heater
8 sets curtains
Cutlery/Crockery – working amount
2 stools
NEC TV

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Video Recorder
Green Velvet Lounge
2 Green Lounge Chairs
ACCOMMODATION
Room 1 – 2 Bedroom with bathroom
3 single beds & 1 Double Bed complet with bedding
1 bedside table
2 robes
1 Dressing table
4 chairs
2 sets curtains
1 shower curtain
Coffee Table
2 Light Fittings
2 Rubbish Bins

Room 3 – 1 double & 1 single bed - complete with bedding
2 Chairs
1 Robe – Dressing table
2 sets curtains
Wall print
Rubbish bin

Room 4 – 1 double bed complete with bedding
Dressing table – robe
2 chair
2 glasses
Rubbish bin
1 set curtains

Rooms 5 & 7 – 2 single beds complete with bedding
1 robe
Bedside table
2 chairs
1 set curtains
2 glasses
Rubbish bin

Room 6 – 1 single bed complete with bedding
Robe
Bedside Table
2 chairs
Rubbish bin
1 set Curtains

Room 25 & 54– 2 single beds complete with bedding
1 chair – 1 stool
1 robe – dressing table
Rubbish bin
2 glasses
2 sets curtains
2 wall prints

Room 24 – 1 single bed complete with bedding
1 Robe
1 Dressing table
1 chair

Rubbish bin
Wall print
Glass
1 set curtains

Room 23 – 2 single bed complete with bedding
1 Robe
1 chair
Rubbish bin
Wall print
1 set curtains

Room 22 – 1 double bed complete with bedding
1 single bed complete with bedding
1 robe
1 dressing table
1 set curtains
1 stool – 1 chair
1 Light Fitting
Wall Print
Rubbish Bin

Room 21 – 2 single beds complete with bedding
2 chairs
Rubbish bin
1 set curtains
2 glasses
Robe

Room 20 – 2 singles complete with bedding
2 chairs
Rubbish bin
1 set curtains
2 glasses
Robe – bedside cupboard
1 Mat

Rooms 11, 12, 14, 15 – 1 single bed complete with bedding
1 chair
Rubbish bin
1 set curtains
1 glass
Robe
bedside table

Room 12A – Double complete with bedding
2 chair
Rubbish bin
1 set curtains
Robe
bedside table

Room 28 – 1 Double & 1 Single bed complete with bedding
2 wall prints
1 dressing table
Robe
3 chairs

1 set curtains
2 glasses
3 wall prints
Rubbish bin

Room 29 – Double complete with bedding
1 chair
Rubbish bin
1 set curtains
Robe
2 wall prints
2 Glasses

Room 30 – 2 Single complete with bedding
2 chairs
Bedside Table
Rubbish bin
1 set curtains
Robe
2 Glasses

Room 31 – 2 Single complete with bedding
2 chairs
Bedside Cupboard
Rubbish bin
1 set curtains
Robe
2 Glasses
Wall Print

Room 32 – 2 Single complete with bedding
Dressing Table
2 chairs
BedsideTable
Rubbish bin
1 set curtains
Robe
2 Glasses

Room 33 – 1 Single complete with bedding
1 chairs
Bedside Cupboard
Rubbish bin
1 Glasses
1 set curtains

Room 41, 47 & 49 – 2 Single complete with bedding
1 chairs
Small Cupboard
Rubbish bin
1 set curtains
Robe
2 Glasses

Room 9 – 3 Single complete with bedding
Robe
2 chairs

Set Curtains
Rubbish bin

Room 34 – 1 double & 1 single bed - complete with bedding Plus Bathroom
1 Chairs
1 Robe
2 Tables
1 Dressing Table
Rubbish bin
2 Glasses

Room 35,36, 37,38, 39, 40 & 50 – 1 Single complete with bedding
2 chairs
BedsideTable
Rubbish bin
1 set curtains
Robe

Room 51, 52 & 53 – Double complete with bedding
Dressing Table
Rubbish bin
1 set curtains
Robe
2 Glasses

Room 48 – Double complete with bedding
Dressing Table
2 chair
Stool
Rubbish bin
2 set curtains
Robe
1 wall prints
2 Glasses
Light Fitting

LAUNDRY
1 Hoover Dryer
1 Hoover automatic Washing Maching (not Working)
1 Maytag Automatic Washing Machine

STORAGE ROOMS
1ST Floor – Room for extra Doona's, Blankets, Pillows and Heaters
Room 8 – Housemaids Linen, trolley with cleaning equipment, vacuum cleaner, iron & ironing board
Room 10 – Storage

2nd Floor – Storage Housemaid trolley, extra blankets & pillows

All Linen, Towels & bathmats are rented from Armidale Laundry

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Tattersalls Permanent Staff

Steven Snell – Manager and Licensee
Base Salary of $47,672 plus 9% superannuation, accommodation in Managers flat and meals from menu for self, spouse and 2 children.

Marie Snell - Assistant Manager
Base salary of $34,318 plus 9% superannuation; fully maintained vehicle valued at $8,000pa; and mobile phone.

James Dent – Bar Supervisor
Hospitality Award – Step 6 – 38 hr week
Base wages of $33,331 plus 9% superannuation, plus meals as per award.

Craig Stewart – Cellarman
Hospitality Award Step 3 – 38 hr week
Wages of $28,411 plus 9% superannuation and meals as per award.

All other staff are casuals employed on basis of need.

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SPECIAL CONDITIONS

1. The Purchaser acknowledges that it does not rely in this Agreement upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided herein but the Purchaser has relied entirely upon its own enquiries following an inspection of the property and all improvements thereon and the Purchaser further acknowledges that it accepts that property, the improvements thereon and any chattels included in this Agreement in their present condition subject to fair wear and tear and including any defects whether latent or patent.

2. The parties acknowledge and agree that fourteen (14) days shall be reasonable and sufficient notice for the purpose of service of any Notice to Complete which either party may be entitled to serve on the other.

3. In the event of the Purchaser not completing this Contract by the completion date the Purchaser shall pay in addition to all other monies payable pursuant to this Contract an amount calculated at 10% per annum on the balance of purchase money such interest to be calculated on a daily basis.

4. The Purchaser warrants that it was not introduced to the Vendor or the property by any agent. The Purchaser indemnifies and must keep indemnified the Vendor against any claim or demand for commission arising out of a breach of the Purchaser's warranty.

5. The price is apportioned as follows:-

Land improvements Business and Licence	$
Plant	$
Total	$

6. The Vendor sells and the Purchaser purchases the stock being all the good and saleable stock in trade of the business on the following terms:-

   (a) The amount to be paid by the Purchaser to the Vendor for stock is to be determined by a valuation to be made by a Valuer agreed between the parties and in default of agreement to be nominated by the Vendor's Solicitor. The cost of the valuation must be met by the parties in equal shares.

   (b) The valuation is to be made immediately prior to completion. Any item of stock rejected by the purchaser as being not good and saleable must be rejected at the time of stock take prior to completion and in respect of any item the onus is on the Purchaser to prove that it is not good and saleable.

   (c) The Purchaser must pay to the Vendor at the property the amount due for the stock within 30 days after the completion date by 1.00pm on that date. In default of payment by the due date the Purchaser must pay to the Vendor in addition to and at the same time as the amount due for stock, interest at the rate of 10% per annum on the amount due for stock calculated from completion until the date of payment (both days inclusive).

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(d) The payment for the amount due for stock and interest (if any) must be secured to the Vendor by a Banker's Guarantee or undertaking for an amount not less than $50,000.00 and express to expire not less than 7 business days after the due date for payment of the amount due for sock. A copy of the Banker's Guarantee or undertaking must be furnished to the Vendor's Solicitor not less than 7 days prior to completion. The Banker's Guarantee or undertaking must be delivered to the Vendor's Solicitor on or before completion. In default of payment by the specified time on the due date the Vendor is at liberty to enforce the Banker's Guarantee or undertaking without notice to the Purchaser.

7. The Vendor agrees to remain in possession of the business and to operate the business as a going concern until completion. The Vendor agrees to give up possession of the business and the Purchaser agrees to take possession of the business on completion.

8. Liquor Act Provisions

(a) The parties (at no cost to the Purchaser) appoint the Vendor's Solicitor their agent in respect of the application to the Licensing Court for a provisional transfer of the Licence to the Transferee. In this contract the term Licence means the Hoteliers Licence granted pursuant to the Liquor Act 1982 in respect of the property.

(b) The Purchaser must within 14 days after the date of this contract furnish in writing to the Vendor's Solicitor the full name and address of the Transferee who shall be the Purchaser's nominee for the Application.

(c) The Purchaser must within 21 days after the date of this contract deliver to the Vendor's Solicitor an original and sufficient copies of the Application and Affidavit by the Transferee, Part B Affidavit of Particulars by the Transferee and the Managerial Agreement, all completed executed and stamped and otherwise in accordance with the Liquor Act for lodgement at the Licensing Court and a cheque in favour of the Licensing Court for the prescribed application fee. The Application and Affidavit of the Transferee shall contain a request of the Court pursuant to Section 61(3) of the Liquor Act that the Application be the subject of a provisional grant.

(d) The Vendor's Solicitor must as soon as practicable thereafter cause the Application to be lodged at the Licensing Court.

(e) The Purchaser authorises the Vendor's Solicitor to make all necessary enquiries as to the progress of the Application with all appropriate authorities and to list the Application for hearing. The Purchaser must forthwith upon request by any appropriate authority or by the Vendor's Solicitor furnish or cause to be furnished to such authority or to the Vendor's Solicitor all necessary or further information to allow the application to proceed to hearing, and to cause the Transferee to attend at the Licensing Court and do all things reasonably within the power of the Purchaser to cause the Application to be granted. If any objection is made to the granting of the Application on account of the Purchaser or the Transferee, the Purchaser must employ a Solicitor at the Purchaser's own expense to contest the

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objection.

(f) The Application is to be heard by the Licensing Court on or about the completion date.

(g) If the Application is not granted by the Licensing Court due to objection by the Transferee, the Purchaser shall immediately nominate a new Transferee acceptable to the Licensing Court and the provisions of this cause apply in relation to the new Transferee.

(h) If the Application is not granted by the Licensing Court due to objection to the Purchaser either party can rescind this contract and provided that the Purchaser has complied with all its obligations under this contract the price including the deposit must be refunded to the Purchaser by the Vendor less any reasonable costs charges or expenses incurred by the Vendor in relation to this sale and less the reasonable amount of the Vendor's Solicitor's costs and disbursements.

9. Profits and Expenses

(a) The Vendor is entitled to all of the takings profits and debtors of the Business up to but excluding completion and must pay bear and be liable for all outgoing expenses and creditors of the Business up to but excluding completion.

(b) The Purchaser is entitled to the takings profits and debtors of the Business on and after completion and must pay bear and be liable for all outgoings expenses and creditors of the Business on and after completion.

(c) After completion the Purchaser will assist the Vendor in all reasonable ways to collect the debtors of the Business due and owing to the Vendor but not paid at completion and will forthwith account to the Vendor for all payments received by it relating to those debtors.

(d) Any necessary apportionment of expenses of the Business of a continuing periodic or recurring nature must be apportions between the Vendor and Purchaser and adjusted up to but excluding completion and any adjustment must be made on completion.

(e) The periodic licence fee in relation to the Licence for the period current at completion, any prescribed fee in relation to a condition on the Licence and any duty in relation to an approved amusement device operated at the property for the quarter current at completion, paid or payable by the Vendor must be adjusted up to but excluding completion and any adjustment must be made on completion. For the purpose of this clause duty on any approved amusement device for the quarter current at completion is to be calculated in accordance with the Liquor Act 1982 on the turnover of the device operated on the property from the commencement of the current quarter up to but excluding completion.

(f) The parties will use their best endeavours to arrange for the transfer of the telephone, electricity, gas and other services connected to the property to the

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10. Employees

(a) With effect from the date prior to completion the Vendor will terminate the service of all employees of the Business and will pay to those employees all salary wages holiday pay and long service leave and other remuneration to which they may legally be entitled.

(b) On completion the Vendor will allow to the Purchaser an amount equal to the monetary value of the long service leave entitlements which the Vendor would be liable to pay the employees of the Business who are to be reemployed in the Business by the Purchaser on completion as if those employees were not to be reemployed by the Purchaser in the Business. The Purchaser indemnifies the Vendor against any claim by an employee against the Vendor in respect of long service leave or its monetary value provided that this indemnity is limited to the amount which has been paid or allowed by the Vendor to the Purchaser pursuant to this clause in respect of that employee.

11. Warranty by Vendor

The Vendor warrants that on completion the Business Licence Plant and Stock will be free and clear from encumbrances, will not be subject to any hire purchase agreement, bill of sale, mortgage, charge pledge or hiring agreement, will be the property of the Vendor and that no moneys will be owing in respect of that property provided that any moneys owing by the Vendor in respect of stock will be paid in accordance with the Vendor's normal terms of trade.

12. Acknowledgements by the Purchaser

(a) The Purchaser acknowledges that he has made his own enquiries into the Business and that neither the Vendor nor any person on behalf of the Vendor makes any warranty as to the takings or outgoings of the Business. The Vendor is not to be responsible or liable for any representations specifications and promises of any kind or description other than those expressly made in this contract.

(b) The Purchaser acknowledges having been made aware of the conditions of the Licence as set out the copy Licence annexed hereto. The Purchaser must not make any objection requisition or claim for compensation in relation to arising out of the annexed copy Licence and the Purchaser must not delay completion or rescind or terminate this contract as a result of the annexed copy Licence.

13. This contract is subject to and conditional upon the Purchaser obtaining approval to finance in the sum of $ upon terms satisfactory to the Purchaser on or before Monday 7 November 2005. The Purchaser shall be entitled to rescind the contract at any time up to 5.00pm on Monday 7 November 2005 if the Purchaser has not obtained approval to the finance upon terms satisfactory to the Purchaser. This is an essential condition.

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Lawpoint Pty Ltd certifies, for the purposes of Conveyancing (Sale of Land) Regulation 1995, that the information contained in this document has been provided in accordance with Sec 96B(2) of the Real Property Act 1900.

FOLIO: 7/564754

SEARCH DATE	TIME	EDITION NO	DATE
30/9/2005	9:36 AM	4	22/10/1996

LAND

LOT 7 IN DEPOSITED PLAN 564754
AT ARMIDALE
LOCAL GOVERNMENT AREA: ARMIDALE DUMARESQ
PARISH OF ARMIDALE COUNTY OF SANDON
TITLE DIAGRAM: DP564754

FIRST SCHEDULE

UNE UNION LIMITED (T 2551133)

SECOND SCHEDULE (2 NOTIFICATIONS)

1. RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2. 2551134 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

59438.SERVICESUNE PRINTED ON 30/9/2005

PRINTED BY LAWPOINT ON 30 SEP 2005 AT 09:36am FOR VC REF 59438.SERVICESUNE

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PLAN FORM 1

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

DP564759

PLAN OF SUBDIVISION OF THE LAND IN C.T. VOL. 6147 FOL. 19 BEING SUBDIVISIONAL LOTS 4 AND 5 SECTION 5

Council Clerk's Certificate

Surveyor's Certificate

Mode/Date City : ARMIDALE

Locality: ARMIDALE

Parish: ARMIDALE

County: SANDON

Reduction Ratio 1: 500

Lengths are in metres

C.A. No 91/79 OF 9/7/1979

Title System: TORRENS

Purpose: SUBDIVISION

P.N. Ref: ARMIDALE SH7

Lot Plan: D257895

NOTIFICATION

Signatures, seals and statements of intention to dedicate public roads or to create public reserves, drainage reserves, easements or restrictions as to user.

MAYDALE PTY. LIMITED

Common Seal

N Newton

DIRECTOR

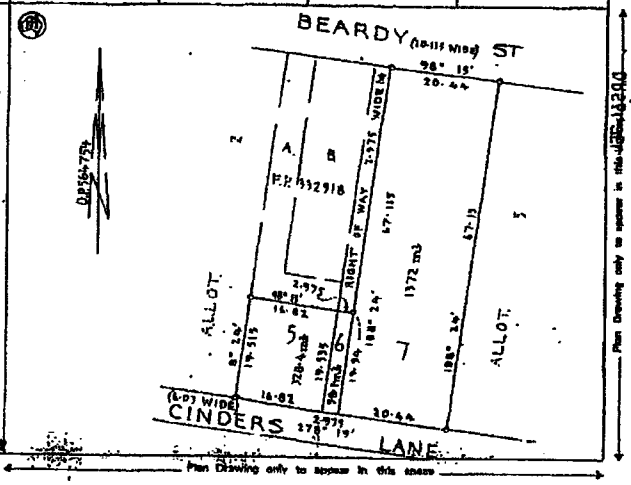
SECRETARY

DIRECTOR

SECRETARY

MPD

Surveyor's Reference N/3/3247 E



Plan Drawing only to appear in this space

Plan Drawing only to appear in this space

I, Jack Raymond Watson, Registrar General for New South Wales, certify that this negative is a photographic made as a permanent record of a document in my custody this 23rd day of December, 1974.

Req:R134953 /Doc:DP 0564754 P /Rev:10-Sep-1992 /Sts:OK.OK /Prt:30-Sep-2005 09:37 /Pgs:ALL /Seq:1 of 1
Ref:59438.SERVICESUNE /Src:L

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PLANNING CERTIFICATE
s149 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979, AS AMENDED

APPLICANT:
Watson McNamara & Watt
Council Box 7

Certificate No: 0506-238
Application Date: 30/9/05
Issue Date: 13/10/2005
Your Reference: BDA:VC:59438
Assessment No: 1220

PROPERTY DESCRIPTION:
Address: 174 Beardy Street
Legal Description: Lot: 7 DP: 564754
Area: 1372m^2

OWNER RECORDED BY COUNCIL:
UNE Union Limited
University of New England
Armidale NSW 2351

As at the date of this Certificate the abovementioned land is land to which an Environmental Planning Instrument applies. Details are set out as follows:

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1. Names Of Relevant SEPP's, REPS, LEP's and DCP's

(1) The names of:

(a) each local environmental plan and deemed environmental planning instrument applying to the land, and	Armidale Local Environmental Plan 1988 as amended
(b) each draft local environmental plan applying to the land that has been placed on exhibition under section 66 (1) (b) of the Act, and	Amendment No 12 (Outdoor Advertising) exhibited 7 July 1995. Amendment No 27 (New definitions for "Bulky Goods retailing" and allows additional uses on land at 2 – 16 Grafton Road, Armidale) exhibited 4 August 2005 to 1 September 2005 Draft Armidale Dumaresq Local Environmental Plan 2005 (a single plan applying to all land with the Local Government Area) exhibited 22 September 2005 to 30 November 2005.
(c) each development control plan applying to the land that has been prepared by the council under section 72 of the Act.	Refer Annexure 1

(2) The names of:

(a) each regional environmental plan applying to the land, and	None apply
(b) each draft regional environmental plan applying to the land that has been placed on exhibition under section 47 (b) of the Act, and	None apply
(c) each development control plan applying to the land that has been prepared by the Director-General under section 51A of the Act.	None apply

(3) The names of:

(a) each State environmental planning policy applying to the land, and	Refer Annexure 2

NSW ICAC EXHIBIT

(b) (b) each draft State environmental planning policy applying to the land that has been publicised as referred to in section 39 (2) of the Act.	Refer Annexure 2

2. Zoning and land use under relevant LEP's

For each local environmental plan, deemed environmental planning instrument and draft local environmental plan applying to the land that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as"Residential Zone" or "Heritage Area") or by reference to a number (such as"Zone No 2 (a)"),	No 3 (Business) Refer Annexure 3 Armidale Local Environment Plan 1988 as amended.
(b) the purposes for which the plan or instrument provides that development may be carried out within the zone without the need for development consent,	Refer Armidale Dumaresq Volume A Local Approvals Policy and Development Control Plan 1999 and Annexure 3.
(c) the purposes for which the plan or instrument provides that development may not be carried out within the zone except with development consent,	Refer Annexure 3
(d) the purposes for which the plan or instrument provides that development is prohibited within the zone,	Refer Annexure 3
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer Annexure 3 Specifically Clause 12A.
(f) whether the land includes or comprises critical habitat,	No
(g) whether the land is in a conservation area (however described),	Yes Heritage Conservation Area
(h) whether an item of environmental heritage (however described) is situated on the land.	Yes Refer Annexure 4

3. Declared State significant development

(a) Any development, or class of development, that is State significant development by virtue of a declaration that has been made by the Minister under Section 76A (7) (b) of the Act and that applies to the land.	Canals or other Artificial Waterways, Coal Mines Coal Mining related Development (refer declaration dated 29 June 2001).
(b) Whether or not land is affected by such a development.	No

4. Coastal protection

(a) Whether or not the land is affected by the operation of section 38 or 39 of the Coastal Protection Act 1979, but only to the extent that the council has been so notified by the Department of Public Works.	No

5. Mine subsidence

NSW ICAC EXHIBIT

(a) Whether or not the land is proclaimed to be a mine subsidence district within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961.	No

6. Road widening and road realignment

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

(a) Division 2 of Part 3 of the Roads Act 1993, or	No
(b) any environmental planning instrument or	No
(c) any resolution of the Council	No

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

Whether or not the land is affected by a policy:

(a) adopted by the council, or	Council has adopted by resolution a Policy on Contaminated Land which may restrict the development of the land. The Policy is implemented when zoning, development or land use changes are proposed on lands which have been used for certain purposes. Council records do not have sufficient information about previous uses of this land to determine whether the land is contaminated. Consideration of Council's adopted Policy and the application of provisions under relevant State legislation is warranted.
(b) adopted by any other public authority and notified to the council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the council, that restricts the development of the land because of the likelihood of land slip, bushfire, flooding, tidal inundation, subsidence, acid sulphate soils or any other risk.	See Question 11 regarding Bushfire Risk.

8. Land reserved for acquisition

Whether or not any environmental planning instrument, deemed environmental planning instrument or draft environmental planning instrument applying to the land provides for the acquisition of the land by a public authority, as referred to in section 27 of the Act.	No

9. Contributions plans

The name of each Contributions Plan applying to the land.	Refer Annexure 1.

NSW ICAC EXHIBIT

10. Matters arising under the Contaminated Land Management Act 1997

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

(a) that the land to which the certificate relates is within land declared to be an investigation area or remediation site under Part 3 of that Act (if it is within such an area or site at the date when the certificate is issued),	No.
(b) that the land to which the certificate relates is subject to an investigation order or a remediation order within the meaning of that Act (if it is subject to such an order at the date when the certificate is issued),	No.
(c) that the land to which the certificate relates is the subject of a voluntary investigation proposal (or voluntary remediation proposal) the subject of the Environment Protection Authority's agreement under Section 19 or 26 of that Act (if it is the subject of such a proposal, and the proposal has not been fully carried out, at the date when the certificate is issued),	No.
(d) that the land to which the certificate relates is the subject of a site audit statement within the meaning of Part 4 of that Act (if a copy of such a statement has been provided at any time to the local authority issuing the certificate).	No.

11. Bush fire prone land

Is the land identified as bushfire prone on the Designated Bushfire Prone Land Map	No.

SHANE BURNS
GENERAL MANAGER

Date: 13/10/2005

Per .....

Any request for further information in connection with the above should be marked for the attention of

PLANNING AND COMMUNITY SERVICES
ARMIDALE DUMARESQ COUNCIL
Telephone: 1300 136 833 or 6770 3600
Fax: 6772 9275
Email: Council@armidale.nsw.gov.au

NSW ICAC EXHIBIT

ANNEXURE 1 DEVELOPMENT CONTROL PLANS
(COPIES AVAILABLE FROM COUNCIL, ON REQUEST)

DEVELOPMENT CONTROL PLANS APPLICABLE TO BOTH THE ARMIDALE LOCAL ENVIRONMENTAL PLAN 1988 AS AMENDED AND DUMMAKISO LOCAL ENVIRONMENTAL PLAN NO 1 AS AMENDED

(A) **"Local Approvals Policy and Development Control Plan 1999"** to control development as a whole, adopted by Council on 25 September 2000. The document includes amended provisions for Exempt and Complying Development that were adopted by Council on 15 December 2003 and came into effect on 6 August 2004.

(C) **"Parking Code"** adopted by Council 25 July 2005.

(D) **"Industrial Development Code"** adopted by Council 25 September 2000.

(G) **"Code for Control of Advertisements"** adopted by Council 25 September 2000.

(H) **"Heritage Conservation Guidelines"** adopted by Council 25 September 2000.

(J) **"Design for Access and Mobility"** adopted by Council 26 August 2002.

DRAFT DEVELOPMENT CONTROL PLANS

(G) **"Draft Outdoor Advertising Code"** to regulate outdoor advertising. Adopted for exhibition by Council on 22 April 1996.

DEVELOPMENT CONTROL PLANS APPLICABLE TO ARMIDALE LOCAL ENVIRONMENTAL PLAN 1988 AS AMENDED

(B) **"Armidale Residential Development Code"** adopted by Council on25 September 2000.

(E) **"Enterprise 10 Zone Development Code"** adopted by Council 25 September 2000.

(I) **"Geotechnical Hazard Code"** adopted by Council 25 September 2000.

(L) **"Regulations of Sex Industry Premises"** to regulate the location of sex industry premises. Effective 12 December 2001.

DRAFT DEVELOPMENT CONTROL PLANS

(M) **"Draft Development Control Plan – Armidale Central Business District and Surrounding Precincts"** Exhibited from 7 July 2005 to 7 August 2005.

DEVELOPMENT CONTROL PLANS APPLICABLE TO DUMMAKISO LOCAL ENVIRONMENTAL PLAN NO 1 AS AMENDED

(1) **"Subdivisions"** - Sets out development, construction and contribution requirements for subdivision in rural areas. Adopted by Council 25 September 2000.

(2) **"Erection of Dwellings"** - Sets out development, construction and contribution requirements for dwellings in rural areas. Adopted by Council 25 September 2000.

(3) **"Environment Protection (Scenic) Zone"** - Adopted by Council 25 September 2000. Sets out development, construction and contribution requirements for subdivision and dwellings in the Environment Protection (Scenic) Zone.

(5) **"Dog Boarding Establishments"** - Adopted by Council 25 September 2000. Specifies requirements for the development of Dog Boarding Establishments in rural areas.

(6) **"Bed and Breakfast Operations"** - Adopted by Council 25 September 2000. Specifies requirements for the establishment of Bed and Breakfast Operations in rural areas.

(7) **"Exempt and Complying Development"** – Repealed 6 August 2004.

NSW ICAC EXHIBIT

ANNEXURE 2

STATE ENVIRONMENTAL PLANNING POLICIES APPLICABLE AT DATE OF ISSUE OF CERTIFICATE

(INFORMATION IS PROVIDED TO EXTENT THAT COUNCIL HAS BEEN NOTIFIED BY DEPARTMENT OF PLANNING)

SEPP No. 1 - Development Standards
Gazetted 17.10.1980
Makes development standards more flexible. It allows councils to approve a development proposal that does not comply with a set standard where this can be shown to be unreasonable or unnecessary.

SEPP No. 4 - Development Without Consent and Miscellaneous Exempt and Complying Development
Amended: 06.12.2002 (Amendment No. 15)
Previously known as SEPP No. 4 -Development Without Consent.
Allows relatively simple or minor changes of land or building use and certain types of development without the need for formal development applications. The types of development covered are outlined in the policy.

SEPP No. 6 - Number of Storeys in a Building
Gazetted 10.12.1982
Sets out a method for determining the number of storeys in a building, to prevent possible confusion arising from the interpretation of various environmental planning instruments.

SEPP No. 8 - Surplus Public Land
Gazetted 8.4.1983
Promotes and coordinates the orderly and economic use of public land which is surplus to public needs. It applies throughout NSW with certain exceptions such as national parks, crown land, state
recreation areas, state forests and land reserved for open space, recreation or acquisition for a national park or coastal protection. The development of surplus land is to be considered from a State rather than a local perspective, and all development is subject to the Minister's consent.

SEPP No. 9 - Group Homes
Gazetted 7.10.1983
Helps to establish permanent and transitional group homes for disabled or socially disadvantaged people in areas where houses or flats are permitted.

SEPP No. 11 - Traffic Generating Developments
Gazetted 9.8.1985
Rationalises consultation required in relation to traffic-generating developments. The policy establishes the Roads and Traffic Authority as the sole traffic management authority to be consulted, and ensures it is given the opportunity to make a representation on a development application before the local council decides whether to approve a proposal. The policy is being reviewed to remove requirements for unnecessary consultations.

SEPP No. 15 - Rural Land-Sharing Communities
Gazetted 9.4.1998
Makes multiple occupancy permissible, with council consent, in rural and non-urban zones, subject to a list of criteria in clause 9(1) of the policy. Multiple occupancy is defined as the collective management and sharing of unsubdivided land, facilities and resources. The policy encourages a community-based environmentally-sensitive approach to rural settlement, and enables the pooling of resources to develop opportunities for communal rural living. SEPP 15 Guide provides guidance to intending applicants.

SEPP No. 16 - Tertiary Institutions
Gazetted 20.12.1985
Permits any kind of tertiary institution on land zoned for a specific kind of tertiary institution. It applies to land: on which development for a particular class of tertiary institution may be carried out, either with or without development consent, but on which development for other classes of tertiary institution is prohibited ? used for a college of advanced education before the date on which this policy came into effect.

NSW ICAC EXHIBIT

STATE ENVIRONMENTAL PLANNING POLICIES. cont...

SEPP No. 21 - Caravan Parks
Gazetted 24.4.1992
Ensures that where caravan parks or camping grounds are permitted under an environmental planning instrument, movable dwellings, as defined in the Local Government Act 1993, are also
permitted. The specific kinds of movable dwellings allowed under the Local Government Act in caravan parks and camping grounds are subject to the provisions of the Caravan Parks Regulation. The policy ensures that development consent is required for new caravan parks and camping grounds and for additional long-term sites in existing caravan parks. It also enables, with the council's consent, long-term sites in caravan parks to be subdivided by leases of up to 20 years.

SEPP No. 22 - Shops and Commercial Premises
Gazetted 9.1.1987
Permits within a business zone, a change of use from one kind of shop to another or one kind of commercial premises to another, even if the change of use is prohibited under an environmental planning instrument. Development consent must be obtained and the consent authority satisfied that the change of use will have no, or only minor, environmental effect.

SEPP No. 27 - Prison Sites
Gazetted 20.1.1989
Facilitates the erection and use of buildings for prisons on specific sites in NSW.

SEPP No. 30 - Intensive Agriculture
Gazetted 8.12.1989
Requires development consent for cattle feedlots having a capacity of 50 or more cattle or piggeries having a capacity of 200 or more pigs. The policy sets out information and public notification requirements to ensure there are effective planning control over this export-driven rural industry. The policy does not alter if, and where, such development is permitted, or the functions of the consent authority.

SEPP No. 32 - Urban Consolidation (Redevelopment of Urban Land)
Gazetted 15.11.1991
States the Government's intention to ensure that urban consolidation objectives are met in all urban areas throughout the State. The policy: focuses on the redevelopment of urban land that is no longer required for the purpose it is currently zoned or used encourages local councils to pursue their own urban consolidation strategies to help implement the aims and objectives of the policy. Councils will continue to be responsible for the majority of rezonings. The policy sets out guidelines for the Minister to follow when considering whether to initiate a regional environmental plan (REP) to make particular sites available for consolidated urban redevelopment. Where a site is rezoned by an REP, the Minister will be the consent authority.

SEPP No. 33 - Hazardous and Offensive Development
Gazetted 13.3.1992
Provides new definitions for 'hazardous industry', 'hazardous storage establishment', 'offensive industry' and 'offensive storage establishment'. The definitions apply to all planning instruments, existing and future. The new definitions enable decisions to approve or refuse a development to be based on the merit of proposal. The consent authority must careful consider the specifics the case, the location and the way in which the proposed activity is to be carried out. The policy also requires specified matters to be considered for proposals that are 'potentially hazardous' or 'potentially offensive' as defined in the policy. For example, any application to carry out a potentially hazardous or potentially offensive development is to be advertised for public comment, and applications to carry out potentially hazardous development must be supported by a preliminary hazard analysis (PHA). The policy does not change the role of councils as consent authorities, land zoning, or the designated development provisions of the Environmental Planning and Assessment Act 1979.

SEPP No. 35 - Maintenance Dredging of Tidal Waterways
Gazetted 24.9.1993
Enables public authorities to undertake maintenance dredging of waterways in an appropriate and timely manner.

SEPP No. 36 - Manufactured Home Estates
Gazetted 16.7.1993
Helps establish well-designed and properly serviced manufactured home estates (MHEs) in suitable locations. Affordability and security of tenure for residents are important aspects. The policy applies to Gosford, Wyong and all local government areas outside the Sydney Region. To enable the immediate development of estates, the policy allows MHEs to be located on certain land where caravan parks are permitted. There are however, criteria that a proposal must satisfy before the local council can approved development. The policy also permits, with consent, the subdivision of estates either by community title or by leases of up to 20 years. A section 117 direction issued in conjunction with the policy guides councils in preparing local environmental plans for MHEs, enabling them to be excluded from the policy.

NSW ICAC EXHIBIT

STATE ENVIRONMENTAL PLANNING POLICIES. cont...

SEPP No. 37 - Continued Mines and Extractive Industries
Gazetted 18.6.1993
Provides for the continued operation of mines and extractive industries that lawfully commenced without development consent before planning controls came into force and which cannot operate in future without obtaining consent. The policy: sets a three-month registration period and a two-year moratorium during which operations may continue without development consent, provided certain limitations and restrictions are complied with; and establishes environmental impact assessment provisions which are to be followed when seeking approval to operate after the end of the moratorium period.

SEPP No. 44 - Koala Habitat Protection
Gazetted 6.1.1995
Encourages the conservation and management of natural vegetation areas that provide habitat for koalas to ensure permanent free-living populations will be maintained over their present range. The policy applies to 107 local government areas. Local councils cannot approve development in an area affected by the policy without an investigation of core koala habitat. The policy provides the state-wide approach needed to enable appropriate development to continue, while ensuring there is ongoing protection of koalas and their habitat.

SEPP No. 45 - Permissibility of Mining
Gazetted 4.8.1995
Ensures there are clear planning controls to determine the permissibility of mining. The policy allows mining on land, with consent, where an environmental planning instrument requires the consent authority to make a value judgement as to whether such development is permissible. It is important to note that the policy does not affect provisions in environmental planning instruments that have no relevance in determining whether or not mining is permitted on land - only those provisions that must by satisfied for mining to be permissible.

SEPP No. 48 - Major Putrescible Land fill Sites
Gazetted 29.12.1995
Makes the Minister for Urban Affairs and Planning the consent authority for major putrescible landfills in NSW. The policy applies to all landfills that receive waste from more than one local government area when the volume of waste to be received exceeds specified thresholds. It specifies matters the Minister will need to take into account when assessing a proposal, for example, ensuring that there is a legitimate demand for a landfill and that it is appropriately located. This is to ensure landfills are only approved following a comprehensive assessment.

SEPP No. 50 - Canal Estates
Gazetted 10.11.1997
Bans new canal estates from the date of gazettal, to ensure coastal and aquatic environments are not affected by these developments.

SEPP No. 55 - Remediation of Land
Gazetted 28.8.1998
Introduces state-wide planning controls for the remediation of contaminated land. The policy states that land must not be developed if it is unsuitable for a proposed use because it is contaminated. If the land is unsuitable, remediation must take place before the land is developed. The policy makes remediation permissible across the State, defines when consent is required, requires all remediation to comply with standards, ensures land is investigated if contamination is suspected, and requires councils to be notified of all remediation proposals. To assist councils and developers, the Department, in conjunction with the Environment Protection Authority, has prepared Managing Land Contamination: Planning Guidelines.

SEPP No. 64 - Advertising and Signage
Gazetted 16.3.2001
Aims to improve the amenity of urban and natural settings by managing the impact of outdoor advertising. The policy responds to growing concerns from the community, the advertising industry and local government that existing controls and guidelines were not effective. SEPP No. 64 offers the comprehensive provisions and consistent approach needed. SEPP 64 – Advertising and Signage: Explanatory Information should be read in conjunction with the policy.

SEPP No. 65 – Design Quality of Residential Flat Development
Gazetted 17.7.2002
This SEPP highlights 10 design quality principles to guide architects designing residential flats and to assist councils in assessing these developments.
The principles relate to key design issues such as:

- the context for design – the locality and streetscape
- scale, form and density of the building
- measures to achieve resource, energy and water efficiency
- landscape design to create useful outdoor spaces for residents
- safety and security, including ensuring public areas are safe, visible and well lit at night.

Aims to improve the design quality of flats of three or more storeys with four or more dwellings. The policy sets out a series of design principles for local councils or other consent authorities to consider when assessing development proposals for flats. It also creates a role for special design review panels and registered architects in the design and approval

NSW ICAC EXHIBIT

SEPP – Seniors Living 2004
Gazetted 31.3.2004
Aims to increase the supply and choice of housing for older people or people with a disability. Such housing is permitted, with council consent, wherever houses, flats, hospitals or 'special uses' are permitted in or adjoining urban areas, except for some environmentally sensitive lands. The policy contains development standards and matters a council must consider when determining development applications. For example, the council must be satisfied that future residents will have reasonable access to services ~~they require, taking into account, convenience, affordability and the type and scale of housing. SEPP 5 Guide should be read in~~ conjunction with this policy.

SEPP Building Sustainability Index: BASIX 2004
Gazetted 25.6.2004
This SEPP operates in conjunction with Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004 to ensure the effective introduction of BASIX in NSW. The SEPP ensures consistency in the implementation of BASIX throughout the State by overriding competing provisions in other environmental planning instruments and development control plans, and specifying that SEPP 1 does not apply in relation to any development standard arising under BASIX. The draft SEPP was exhibited together with draft Environmental Planning and Assessment Amendment (Building Sustainability Index: BASIX) Regulation 2004.

SEPP State Environmental Planning Policy (ARTC Rail Infrastructure)
Gazetted 3.9.2004
The aim of this Policy is to facilitate development for the purposes of rail infrastructure facilities that are subject to arrangements between the Australian Rail Track Corporation Ltd and State Rail authorities.

SEPP Repeal of Concurrence and Referral Provisions
Gazetted 28.2.2005
The Order and SEPP will help to streamline the assessment process by removing over 1100 unnecessary concurrence and referral requirements from local environmental plans and other planning instruments.
The changes mean that councils/consent authorities will, for certain development applications, no longer need to:

- obtain concurrence under section 30 of the *Environmental Planning and Assessment Act 1979* from a Minister or public authority
- notify and consult with or refer matters to public authorities

SEPP (Major Projects) 2005
Gazetted 1.8.2005
Defines major infrastructure projects and other projects of state significance which are determined by the Minister. The policy replaces SEPP State Significant Development.

SCHEDULE OF DRAFT STATE ENVIRONMENTAL PLANNING POLICIES APPLICABLE AT DATE OF ISSUE OF CERTIFICATE

Draft SEPP Application of Development Standards 2004
The draft amendment is intended to replace the existing SEPP No.1. The key features of the draft SEPP include:

- clearer policy with an accompanying Guideline
- Tighter tests placing the responsibility on the developer to show that the development will benefit the community
- Focus on the purpose of standard and zone so that development will achieve the plan's intended outcomes
- A 10% cap on some development in rural and other non-urban areas
- Removal of concurrence provisions
- Focus on good strategic local planning with a 4 year sunset encouraging review of local plan standards

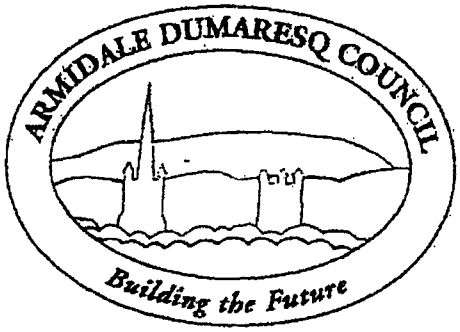
Draft SEPP - Subdivision

A draft Policy which indicates where development consent for subdivision and subdivision works will be required.
Released in October 1994.

Draft SEPP - Sewerage Works Exhibited 21.5.1993 to 2.7.1993

Aims to establish uniform planning controls for sewerage works. The policy would allow public authorities to undertake sewerage works, subject to other authorities being consulted and satisfactory environmental impact assessment being carried out. Sewerage projects would be treated as an activity in accordance with Part 5 of the Environmental Planning and Assessment Act 1979. The only exception being on land covered by SEPP No. 14 – Coastal Wetlands or SEPP No. 26 - Littoral Rainforests. These SEPPs specify types of development that are to be treated as designated development, requiring the consent of the local council and the concurrence of the Director of Planning.

NSW ICAC EXHIBIT



Armidale Local Environmental Plan 1988

Incorporating Amendments
Nºs 1 – 10 inclusive,
Nº14, Nº15, Nº16, Nº17, Nº 18, Nº20, Nº 21, Nº 22, Nº 23,
Nº 24, Nº 25, Nº 26, Nº 28, and
State Environmental Planning Policy (Repeal of Concurrence and Referral Provisions) 2004

I certify that this is a true and correct copy of Local Environmental Plan 1988 (as amended) incorporating amendments No1-10 inclusive, No14, No15, No16, No17, No18, No20, No21, No 22, No 23, No 24, No. 25, No. 26 and No. 28. and SEPP (Repeal of Concurrence and Referral Provisions) 2004.

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Shane Burns
General Manager
28 February 2005

LOCAL ENVIRONMENTAL PLAN

NSW ICAC EXHIBIT

Armidale Local Environmental Plan 1988

Incorporating Amendment Nºs 1 – 10, Nº14, Nº15, Nº16, Nº17, Nº18, Nº20, Nº21, Nº22, Nº23, Nº24, Nº25, Nº26 and Nº28, and SEPP (Repeal of Concurrence and Referral Provisions) 2004.

Part 1 – Preliminary

1. Citation
2. Aims, objectives, etc
3. Land to which plan applies
4. Relationship to other environmental planning instruments
5. Definitions
6. Adoption of Model Provisions
7. Consent Authority

Part 2 – Zones

8. Zones indicated on the map
9. Zone objectives and development controls

Part 3 – Special provisions

10. Development control plans and codes
10A. What is exempt and complying development?
11. Applications that must be advertised
12. Subdivision and the erection of dwellings
12A. Development of residential land
13. Development of land on adjoining boundaries
14. Development of rural land or land within the Environmental Protection Zone
15. Development of rural residential land
16. Development along arterial roads
17. Solar access as a matter for consideration
18. Overshadowing of the Mall
19. Development of Armidale Showground
20. Items of the environmental heritage and conservation area
20A. Conservation Incentives
20B. Development of Places of Potential Archaeological Significance and Archaeologically – sensitive Areas.
21. Access
22. Tree preservation
23. Community use of educational establishments
24. Acquisition of reserved land
25. Roads, cycleways, drainage, recreation areas and parking
26. Uses ancillary or incidental to a gas works
27. Suspension of certain laws
28. Advertising Structures
29. Temporary use of public land
30. Development for certain additional purposes
31. Classification and reclassification of public land as operational land

Schedules

Schedule 1 – Items of the Environmental Heritage
Schedule 2 – Development for certain additional purposes
Schedule 3 – Classification and reclassification of public land as operational land

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Armidale Local Environmental Plan 1988, gazetted on 5 August 1988, as amended by Armidale Local Environmental Plan Amendment N°1, gazetted on 30 November 1990, N°2, gazetted on 20 September 1991, N°3, gazetted on 8 November 1991, N°4, gazetted on 20 March 1992, N°5, gazetted on 8 May 1992, N°6, gazetted on 2 October 1992, N°7, gazetted on 30 July 1993, N°8, gazetted on 29 April 1994, N°9, gazetted on 24 June 1994, N°10, gazetted on 15 September 1995, N°14, gazetted on 29 March 1996, N°15, gazetted on 21 June 1996, N°16, gazetted on 27 September 1996 N°17, gazetted on 4 July 1997, N°18, gazetted on 12 March 1999, N°20, gazetted on 2 July 1999, N° 21, gazetted on 10 December 1999, No 22, gazetted on 25 January 2001, No 23, gazetted on 23 February 2001, No 24, gazetted on 31 August 2001, No 25, gazetted on 7 November 2003, No 26, gazetted on 6 August 2004, and No 28, gazetted on 24 December 2004, and SEPP (Repeal of Concurrence and Referral Provisions) 2004, gazetted on 17 December 2004, effective from 28 February 2005.

NSW ICAC EXHIBIT

Part 1 – Preliminary

Citation

1. This plan may be cited as Armidale Local Environmental Plan 1988.

Aims, objectives etc.

2. (1) The general aims of this plan are:
   (a) to encourage the proper management, development and conservation of natural and man-made resources within the City of Armidale by protecting or conserving –
      (i) the City;
      (ii) areas of high scenic value; and
      (iii) places and buildings of heritage significance to the City; and
   (b) to replace the existing planning controls by a single local environmental plan to help facilitate growth and development of the City in a manner which is consistent with the objectives specified in paragraph (a) and which:
      (i) minimises the cost to the community of fragmented and isolated development of urban land;
      (ii) facilitates the efficient and effective delivery of services and facilities; and
      (iii) facilitates a range of residential opportunities in accordance with demand.

   (2) The particular objectives adopted by this plan to achieve the aims referred to in subclause (1) are-
   (a) to maintain or increase the level of economic activity of the City's industry;
   (b) to maintain and enlarge the City's specialised commercial role;
   (c) to prevent the location of major public or private sector development outside the City centre otherwise than in accordance with this plan;
   (d) to maintain and enlarge the City's retailing role;
   (e) to maintain existing scientific, research and general education activity within the City;
   (f) to develop new scientific and research activities supportive of the City's economy;
   (g) to attract higher levels of investment in new tourist facilities in the City;
   (h) to increase the number and range of accommodation facilities within the City;
   (i) to increase the attractiveness of the City centre for the location of office-based activity;
   (j) to emphasise and develop the distinctive landscape defined by major topographic features;
   (k) to develop as principal boulevards those major approach roads which connect the City centre to the boundaries of the City;
   (l) to limit the visual impact of all future building developments adjacent to principal boulevards so that they do not detract from the strong visual characteristics of the boulevards;
   (m) to develop a regular and consistent landscape, streetscape and built treatment of all streets;
   (n) to ensure that the landscape is the dominant feature of all streets;
   (o) to reduce the impact of new developments on the amenity of the street environment;
   (p) to ensure that areas and elements of historic interest are conserved in a manner in keeping with their original character;
   (q) to prevent loss or degradation of historic buildings, precincts, streetscapes and parklands;
   (r) to promote sympathetic design solutions within environmental heritage areas;
   (s) to protect those areas not heavily used by pedestrian;
   (t) to minimise the energy needs of all new buildings and recycling projects;
   (u) to protect and conserve places and buildings of archaeological or heritage significance and to protect Aboriginal relics and places;
   (v) to integrate the conservation of the heritage of the City of Armidale into planning and development control;
   (w) to provide for public involvement in the conservation of the heritage of the City of Armidale; and
   (x) to ensure that any new development is undertaken in a manner that is sympathetic to and does not detract from the heritage significance of heritage items and their settings or from the streetscapes and landscapes of the City of Armidale and the distinctive character they impart to the City.

Land to which plans applies

3. This plan applies to all land within the City of Armidale, as shown on the zoning map, with boundaries as indicated on that map.

Relationship to other environmental planning instruments

4. Interim Development Order No2 – City of Armidale, and such other deemed environmental planning instruments and local environmental plans as, immediately before the appointed day, applied to the land to which this plan applies, are repealed to the extent that they applied to that land.

Definitions

5. (1) In this plan:
   'aboriginal sites survey' means the report on the 1988 Survey for Aboriginal sites in the City of Armidale, deposited in the office of the Council of the City of Armidale:
   'advertisement' means any sign, notice, device or representation that advertises or promotes any goods, services or events and any structure or vessel that is principally designed for, or that is used for, the display of that advertisement, but does not include:
      (a) a business identification sign, or
      (b) a building identification sign, or
      (c) signage the display of which is exempt development, or
      (d) a sign on a vehicle, or
      (e) a traffic sign or traffic control facility;
   'alter' in relation to a heritage item or to a building or work within a conservation areas means:
      (a) make structural changes to the outside of the heritage item building or work; or
      (b) make non-structural changes to the detail, fabric, finish or appearance of the outside of the heritage item, building or work.
      but does not include the maintenance of the existing detail, fabric, finish or appearance of the outside of the heritage item, building or work;
   'ancillary dwelling' means a dwelling that is fundamental but subordinate, to the operation of a non-residential use:
   'animal establishment' means a building or place used or intended for use for the intensive purposes of either husbandry, boarding or training or keeping of animals, birds, fish, crustaceans, insects or the like, generally requiring the importation of feed from sources outside the land on which such development is conducted;
   'appointed day' means the day on which this plan takes effect;

'archaeologically sensitive areas' means those areas hatched in black and marked 'Category 1' and 'Category 2' on the map marked Armidale Local Environmental Plan 1988 (Amendment No1);

'brothel' means a building or place used for prostitution and includes an escort agency;

'building identification sign' means a sign that identifies or names a building, and that may include the name of a business or building, the street number of a building, the nature of the business carried on in the building and a logo or other symbol that identifies the business, but that does not include general advertising of products, goods or services;

'business identification sign' means a sign that indicates no more than the following:

(a) the name of the person carrying on business at the premises at which the sign is displayed, and no other name,

(b) the business carried on by the person at the premises at which the sign is displayed,

(c) the address of the premises,

(d) a logo or other symbol that identifies the business;

'bulky goods retailing' means the use of a building or place primarily for the sale by retail or auction, or the hire or display of items (whether goods or materials) which:

(a) are of such a size, shape, range or weight as to require:

(i) a large area for handling, storage and display; and

(ii) direct vehicular access to the site of the building or place for use by members of the public for the purposes of loading items into their vehicles after purchase or hire; and

(b) are of such kind:

(i) that the items are required to be displayed in premises not easily accommodated in traditional commercial centres; and

(ii) that a person using the items is unlikely to purchase items of the same kind frequently.

'cluster housing' means the erection of 3 or more dwelling houses on a single allotment of land;

'community facility' means a building or place owned or controlled by the council, a public authority or a body of persons associated for the physical, social, cultural, economic or intellectual welfare of the local community, including:

(a) a public library, a rest room, meeting rooms, recreation areas, child minding (including care and ancillary education), facilities, cultural activities, social functions and like purposes; and

(b) a local community club, being a building or place used by persons sharing like interests, but not including a registered club,

whether or not that building or place is also used for another purpose;

'conservation area' means an area of heritage significance, being land shown edged with a broken black line and marked "Conservation Area" on the map marked "Armidale Local Environmental Plan 1988 (Amendment No.7) – Heritage Conservation" as amended by the maps (or specified sheets of the maps) marked as follows;

'conservation plan' means a document identifying the heritage significance of an item and outlining the policies that will preserve that significance in the future development and use of the item;

'council' means that Armidale Dumaresq Council;

'demolition' in relation to a heritage item or to a building or work within a conservation area, means the damaging, defacing, destruction, pulling down or removal of the heritage item, building or work, in whole or in part;

'dual occupancy' means the creation of not more than 2 dwellings, whether separate or in one building, on a single allotment of land;

'floor space ratio' in relation to a building, means the ratio of the gross floor area of the building to the area of the allotment on which the building is situated;

'heritage item' means a building, work, relic, tree or place of heritage significance to the City of Armidale –

(a) described in Schedule 1; and

(b) shown edged in a black line on the map marked "Armidale Local Environmental Plan 1988 (Amendment No.7) – Heritage Conservation" as amended by the maps (or specified sheets of the maps) marked as follows;

'heritage significance' means historic, scientific, cultural, social, archaeological, architectural, natural or aesthetic significance;

'high technology industry' means an industry or associated commercial activity which:

(a) is directly associated with the activities of an established research establishment or tertiary educational establishment or which involves computer technology investigation, development, application or production or is predominantly occupied with the use of advanced technologies; or

(b) involved scientific or industrial research, new technology products, biotechnology, new materials technology, instrumentation technology, telecommunications, or any other new manufacturing processes or fields or research and development which the Council considers to be high technology, and do not require the provision of any essential service mains or vehicular access of a greater capacity than is required for normal residential subdivisions.

'holding' means one or more adjoining allotments which are in the one ownership as at the appointed day;

'integrated housing development' means the subdivision of land and the erection of one (but not more than one) dwelling-house on each lot created by that subdivision;

'local light industry' means any light industry which:

(a) is carried on in a building or buildings, the total floor space of which does not exceed 500 square metres; and

(b) occupies a site which does not exceed 1000 square metres in areas; and

(c) does not require the provision of any essential service mains of a greater capacity than that usually required for development in the locality; and

(d) does not, by the carriage of goods or materials, create traffic on public roads in the locality likely to create congestion or danger or require roads of a higher standard than would be necessary for other development permitted in the locality; and

(e) is compatible with or complementary to the operation of high technology industries or research establishments;

NSW ICAC EXHIBIT

'maintenance' means the continuous protective care of the existing fabric, finish, appearance or setting of a heritage item or a building or work in a conservation area;

'medical centre' means a building or place used for the purpose of providing professional health services (such as preventative care, diagnosis, medical or surgical treatment, or counselling) to outpatients only, and includes professional consulting offices;

'moveable dwelling park' means land used for the siting of transportable structures manufactured for the purposes of permanent or semi-permanent habitation;

'prime crop or pasture land' means land within the City of Armidale which is identified by the Director-General of the Department of Agriculture as being with Class 1, 2 or 3 of the classification set out in the Rural Land Evaluation Manual, or other land identified by that Director-General as having agriculture significance;

'professional consulting office' means a building or place used for the purpose of professional or like activities that do no involve dealing with members of the public on a direct and regular basis or otherwise than by an appointment, except where this is a minor activity ancillary to the main purpose for which the building or place is used;

'relic' means any deposit, object or material evidence (terrestrial or underwater) elating to the use or settlement of the area of the City of Armidale, which is 50 or more years old;

'strategy plan' means the City of Armidale Strategy Plan 2001 as adopted by the Council;

'technologists consulting rooms and offices' means offices or rooms used by technologists employed in research establishments or high technology industries for administration purposes, not being premises used for the purposes of research or experimentation;

'the relevant complying development DCP provisions' means the provisions of Part 2 of Volume A of the document titled *Local Approvals Policy/Development Control Plan 1999*, as adopted by the council on 23 August 1999 and renamed on 25 September 2000, as those provisions have been amended on the following dates:

15 December 2003

'the relevant exempt development DCP provisions' means the provisions of Part 1 of Volume A of the document titled *Local Approvals Policy/Development Control Plan 1999*, as adopted by the council on 23 August 1999 and renamed on 25 September 2000, as those provisions have been amended on the following dates:

15 December 2003

"utility installation" means any infrastructure provided by or by authority of any Government department, or in pursuance of any Commonwealth or State Act, for the purposes of:

(a) railway, road, water or air transport, or wharf or river undertakings; or

(b) the provision of sewerage, sewage treatment or drainage services; or

(c) the supply of water, hydraulic power, electricity or gas; or

(d) water quality control facilities;

'zoning map' means the map marked "Armidale Local Environmental Plan 1988 – Zoning Map", as amended by the maps (or specified sheets of the maps) marked as follows: *Armidale Local Environmental Plan 1988 (Amendment No1); Armidale Local Environmental Plan 1988 (Amendment No6); Armidale Local Environmental Plan 1988 (Amendment No 8)* - Sheet 2; *Armidale Local Environmental Plan 1988 (Amendment No9); Armidale Local Environmental Plan 1988 (Amendment No 10) – Sheet 2; Armidale Local Environmental Plan 1988 (Amendment No 18) - Sheet 1., Armidale Local Environmental Plan 1988 (Amendment No 22), Armidale Local Environmental Plan 1988 (Amendment No 24), Armidale Local Environmental Plan 1988 (Amendment No 28) – Sheet 3.*

(2) In this plan:

(a) a reference to a building or place used for a purpose includes a reference to a building or place intended to be used for the purpose; and

(b) a reference to a map is a reference to a map deposited in the office of the Council; and

(c) a reference to land within a zone specified in the Table to clause 9 is a reference to land shown on the zoning map in the manner indicated in clause 8 as the means of identifying land of the zone so specified.

Adoption of model provisions

6. The Environmental Planning and Assessment Model Provisions, 1980, except clauses 8, 15, 16, 19 (in its application to car repair stations), 29 and 33, are adopted for the purposes of this plan.

Consent authority

7. The council shall be consent authority for the purposes of this plan.

Part 2 – Zones

Zones indicated on the map

8. For the purposes of this plan, land to which this plan applies shall be within a zone specified hereunder if the land is shown on the zoning map in the manner specified hereunder in relation to that zone:

Zone No1 (a) (Rural Agriculture) – coloured light brown with red edging and red notation 1 (a).

Zone No1 (b) (Rural Residential) – coloured light brown with red edging and red notation 1 (b).

Zone No2 (Residential) – coloured light scarlet with red edging.

Zone No3 (Business) – coloured light blue with red edging.

Zone No3(a) (Mixed Use) – coloured light blue with black edging and black notation 3(a).

Zone No4 (Industrial) – coloured purple with red edging.

Zone No5 (a) (Special Uses – Community Services) – coloured yellow with red edging, red 'use' notation and red notation 5 (a).

Zone No5 (b) (Special Uses – Railway) – coloured blue – purple with red edging and red notation 5 (b)

Zone No5 (c) (Special Uses – Controlled Access Road) – a broken red band between red edging.

Zone No6 (a) (Public Open Space) – coloured dark green with red edging, red 'use' notation & red notation 6 (a).

Zone No6 (b) (Private Open Space) – coloured dark green with red edging, red 'use' notation & red notation 6 (b).

Zone No7 (Environmental Protection) – coloured orange with red edging.

Zone No9 (Reservations) – coloured light green with red edging.

Zone No10 (Enterprise) – coloured light brown with red edging, dark blue hatching and red notation 10.

NSW ICAC EXHIBIT

9 Zone objectives and development controls

(1) The objectives of a zone are set out in the Table to this clause under the heading 'Zone Objectives' appearing in the matter relating to the zone.

(2) Except as otherwise provided by this plan, in relation to land within a zone specified in the Table to this clause, the development (if any) that:

(a) may be carried out without development consent;

(b) may be carried out only with development consent (including complying development); and

(c) is prohibited,

is specified in that table under the headings 'Without Development Consent', 'Only with Development Consent' and 'Prohibited', respectively, in the matter relating to the zone.

(3) Except as otherwise provided by this plan, the council shall not grant consent to the carrying out of development on land to which this land applies unless the council is of the opinion that the carrying out of development is consistent with one or more of the objectives of the zone within which the development is proposed to be carried out.

NSW ICAC EXHIBIT

TABLE

ZONE No. 1(a) (RURAL AGRICULTURE)

1. Zone Objectives

The objectives of the zone are:

- to protect, conserve and encourage the existing and potential agricultural use of rural land; and
- to prevent the fragmentation of agricultural land; and
- to allow for non-agricultural uses which are compatible with the use of rural land for agricultural purposes.

2. Without Development Consent

Development for the purposes of:

agriculture (other than intensive livestock agriculture and intensive plant agriculture);
bushfire hazard reduction;
maintenance dredging;
utility installations.

Exempt development.

3. Only with Development Consent

Development for the purposes of:

telecommunications facilities.

Development not included in Item 2 or 4.

4. Prohibited

Development for the purposes of:

airline terminals;
boarding houses;
brothels;
bulky goods – sales/showrooms
car parking stations;
commercial premises;
group of convenience shops;
hazardous industries;
hazardous storage establishments;
highway service centres;
industries;
institutions;
integrated housing;
motor showrooms;
multi-unit housing;
offensive industries;
offensive storage establishment;
residential flat buildings;
vehicle body repair workshops;
vehicle repair stations.

NSW ICAC EXHIBIT

ZONE No. 1(b) (RURAL RESIDENTIAL)

1. Zone objectives

The objectives of the zone are:

- to facilitate development primarily for the purposes of low-density residential uses and associated activities on large and semi-rural allotments; and
- to ensure that the type and intensity of development are appropriate and compatible with the environmental characteristics of the land, the future need for associated public services and amenities; and
- to ensure that development within the zone does not compromise the efficient and effective development of urban areas of the City or jeopardise the sustainable use of adjacent lands.

2. Without Development Consent

Development for the purposes of:

agriculture (other than intensive livestock agriculture or intensive plant agriculture);
bushfire hazard reduction;
maintenance dredging;
utility installations.

Exempt development.

3. Only with Development Consent

Development for the purposes of:

telecommunication facilities.

Development not included in Item 2 or 4.

NSW ICAC EXHIBIT

4. Prohibited

Development for the purposes of:

abattoirs;
airline terminals;
boarding-houses;
brothels;
bulky goods and sales rooms or showrooms;
car parking stations;
cemeteries;
commercial premises;
depots;
extractive industries;
forestry;
group of convenience shops;
hazardous industries;
hazardous storage establishments;
heliports;
high technology industries;
highway service centres;
hire establishments;
hospitals;
hotels;
industries;
institutions;
integrated housing;
intensive livestock agriculture;
light industries;
markets;
materials recycling facilities;
medical centres;
mining;
mortuaries;
motels;
motor showrooms;
multi-unit housing;
offensive industries;
offensive storage establishments;
passenger transport terminals;
refreshment rooms;
residential flat buildings;
restaurants;
roadside stalls;
road transport terminals;
sawmills;
service stations;
shops;
stock and saleyards;
tourist facilities;
transport depots;
vehicle body repair workshops;
vehicle repair stations;
warehouse distribution centres.

NSW ICAC EXHIBIT

ZONE No. 2 (RESIDENTIAL)

1. Zone Objectives

The objectives of the zone are:

- to provide the opportunity for a variety of residential activities to meet the needs of the community; and
- to facilitate development for small business and other activities which are compatible with the predominant residential characteristics of the zone.

2. Without Development Consent

Development for the purposes of:

agriculture (other than intensive livestock or intensive plant agriculture);
bushfire hazard reduction;
maintenance dredging;
utility installations.

Development of land which is consistent with a *Plan of Management* adopted by the council for that land under Part 2, Chapter 6 of the Local Government Act 1993.

Exempt development.

3. Only with Development Consent

Development for the purposes of:

boarding houses;
breed society offices;
building identification signs;
business identification signs;
caravan parks;
child care centres;
community facilities;
convenience shop;
corner shops;
dams;
educational establishments;
entertainment facilities;
exhibition homes;
group of convenience shops;
health consulting rooms;
hospitals;
housing for aged and disabled persons;
manufactured home estates;
medical centres;
motels;
multi-unit housing;
places of worship;
retail plant nurseries;
shops with residences;
telecommunications facilities;
transitional group homes;
veterinary hospitals.

Other development not included in Item 2 that is consistent with one or more of the zone objectives.

4. Prohibited

Development not included in Item 2 or 3.

NSW ICAC EXHIBIT

ZONE No. 3 (BUSINESS)

1. Zone Objectives

The objectives of the zone are:

- to sustain and where possible strengthen the function of the Armidale Central Business District as a regional centre for private and public business operations and employment and for community interaction; and
- to identify the Central Business District and other established commercial business precincts within the City as the appropriate location for retail, commercial, service and other compatible activities, in a manner which respects the City's environmental attributes and heritage significance; and
- to protect ground floor premises with street frontages in the zone for use as shops and commercial premises; and
- to promote a diversity of land uses within the zone which will increase its attractiveness for community use and as a place of activity, while ensuring that the achievement of the above objectives is not significantly threatened.

2. Without Development Consent

Development for the purposes of:

bushfire hazard reduction;
utility installations.

Exempt development.

3. Only with Development Consent

Development not included in Item 2 or 4.

4. Prohibited

Development for the purposes of:

abattoirs;
agriculture;
animal boarding or training establishments;
aquaculture;
caravan parks;
cemeteries;
extractive industries;
forestry;
hazardous industries;
hazardous storage establishments;
heliports;
highway service centres;
industries (with a floor space greater than 500 square metres);
institutions;
intensive livestock agriculture;
intensive plant agriculture;
landfills;
light industries (with a floor space greater than 500 square metres);
manufactured home estates;
mining;
offensive industries;
offensive storage establishments;
roadside stalls;
road transport terminals;
rural industries;
rural workers' dwellings;
sawmills;
stock and saleyards;
warehouse or distribution centres.

NSW ICAC EXHIBIT

ZONE No. 3 (a) (MIXED USE)

1. Zone Objectives

The objectives of the zone are:

- to allow a mixture of compatible land uses such as housing, places of employment, light industry, shops and offices in close proximity to each other and in peripheral CBD locations well serviced by community facilities and infrastructure;
- to ensure that development in the zone does not compromise the viability of the Central Business District as the main focus for commercial and retail activity in Armidale, while allowing commercial activities which cannot be appropriately accommodated in the City centre, such as bulky goods retailing.

2. Without Development Consent

Development for the purposes of:

agriculture (other than intensive livestock or intensive plant agriculture);
bushfire hazard reduction;
maintenance dredging;
utility installations.

Exempt development.

3. Only with Development Consent

Development not included in Item 2 or 4.

4. Prohibited

Development for the purposes of:

abattoirs;
agriculture;
animal boarding or training establishments;
aquaculture;
caravan parks;
cemeteries;
commercial premises (with a floor space greater than 500 square metres);
extractive industries;
forestry;
hazardous industries;
hazardous storage establishments;
heliports;
highway service centres;
industries (with a floor space greater than 500 square metres);
institutions;
intensive livestock agriculture;
intensive plant agriculture;
landfills;
light industries (with a floor space greater than 500 square metres);
manufactured home estates;
mining;
offensive industries;
offensive storage establishments;
roadside stalls;
road transport terminals;
rural industries;
rural workers' dwellings;
sawmills;
stock and saleyards;
warehouse or distribution centres.

NSW ICAC EXHIBIT

ZONE No. 4 (INDUSTRIAL)

1. Zone Objectives

The objectives of the zone are:

- to facilitate development for industrial, warehousing, transport, servicing and other compatible employment activities; and
- to ensure that development in the zone does not compromise the viability of the Central Business District as the main focus for commercial and retail activity in Armidale, while allowing commercial activities which cannot be appropriately accommodated in the City centre, such as bulky goods retailing.

2. Without Development Consent

Development for the purposes of:

agriculture (other than intensive livestock agriculture);
bushfire hazard reduction;
maintenance dredging;
utility installations.

Exempt development.

3. Only with Development Consent

Development for the purposes of:
brothels;
bulky goods retailing;
corner shops;
takeaway food outlets;
tattooists;
telecommunications facilities.

Other development not included in Item 2 or 4.

4. Prohibited

Development for the purposes of:
bed and breakfasts;
boarding houses;
caravan parks;
cemeteries;
child care centres;
commercial premises;
dual occupancies;
dwelling-houses;
educational establishments;
entertainment facilities;
exhibition homes;
forestry;
group of convenience shops;
group homes;
heliports;
highway service centres;
home businesses;
home occupations;
hospital institutions;
housing for aged and disabled persons;
integrated housing;
intensive livestock agriculture;
intensive plant agriculture;
manufactured home estates;
markets;
medical centres;
mining;
motels;
multi-unit housing;
offensive industries;
residential flat buildings;
restaurants;
roadside stalls;
rural workers' dwellings;
tourist facilities.

NSW ICAC EXHIBIT

ZONE No. 5(a) (SPECIAL USES - COMMUNITY SERVICES)

1. Zone Objectives

The objectives of the zone are:

- to facilitate the development of land within the zone for a range of community service uses whether provided publicly or privately and including, but not limited to, educational establishments, places of worship, health care services and ancillary activities; and
- to promote a diversity of land uses within the zone which will increase its attractiveness for community use, while ensuring that the viability of the Business and Industrial Zones is not compromised; and
- to provide for future development of land within this zone, not required for community services, which reflects adjoining or nearby land uses, provided that the viability of the Business and Industrial Zones is not compromised.

2. Without Development Consent

Development for the purposes of:

bushfire hazard reduction;
maintenance dredging;
utility installations.

Exempt development.

3. Only with Development Consent

Development for the purposes of:

agriculture;
ancillary dwellings;
cemeteries;
child care centres;
community facilities;
convenience shops;
dams;
depots;
dwellings;
educational establishments;
energy generating facilities;
entertainment facilities;
generating works;
group homes;
health consulting rooms;
heliports;
high technology industries;
home businesses;
hospitals;
housing for aged and disabled persons;
intensive livestock agriculture;
intensive plant agriculture;
landfills;
markets;
materials recycling facilities;
medical centres;
mortuaries;
motels;
passenger transport terminals;
places of worship;
recreation facilities;
refreshment rooms;
registered club restaurants;
restaurants;
rural industries;
rural workers' dwellings;
telecommunications facilities;
transport depots;
veterinary hospitals.

Other development not included in Item 2 that is consistent with one or more of the zone objectives.

4. Prohibited

Development not included in Item 2 or 3.

NSW ICAC EXHIBIT

ZONE No. 5(b) (SPECIAL USES - RAILWAY)

1. Zone Objectives

The objectives of the zone are:

- to provide for development within the zone for railway purposes; and
- to provide for future development of land within this zone, not required for railway purposes, which reflects adjoining land uses.

2. Without Development Consent

Development for the purposes of:

bushfire hazard reduction;
railways;
utility installations.

Exempt development.

3. Only with Development Consent

Development for the purposes of:

telecommunication facilities.

Development not included in Item 2 that is consistent with one or more of the zone objectives.

4. Prohibited

Development not included in Item 2 or 3.

NSW ICAC EXHIBIT

ZONE No. 5(c) (SPECIAL USES - CONTROLLED ACCESS ROAD)

1. Zone Objectives

The objectives of the zone are:

- to provide for development within the zone for road purposes; and
- to provide for future development of land within this zone, not required for road purposes, which reflects adjoining land uses.

2. Without Development consent

Development for the purposes of:

bushfire hazard reduction;
roads;
utility installation.

Exempt development.

3. Only with Development Consent

Development for the purposes of:

telecommunication facilities.

Development not included in Item 2 that is consistent with one or more of the zone objectives.

4. Prohibited

Development not included in Item 2 or 3.

NSW ICAC EXHIBIT

ZONE No. 6(a) (PUBLIC OPEN SPACE)

1. Zone Objectives

The objectives of the zone are:

- to identify land which is used, or intended to be used, for public open space, recreation and associated purposes; and
- to protect and where appropriate enhance the environmental characteristics of the zone including landscape quality and flora and fauna habitat, and to safeguard ecological processes; and
- to ensure compatibility between this plan and the Councils' *Plans of Management* for community land under the *Local Government Act 1993*.

2. Without Development Consent

Development for the purposes of:

bushfire hazard reduction;
utility installations.

Development of land which is consistent with a *Plan of Management* adopted by the Council for that land under Part 2, Chapter 6 of the *Local Government Act* 1993.

Exempt Development.

3. Only with Development Consent

Development for the purposes of:

ancillary dwellings;
building identification signs;
business identification signs;
child care centres;
community facilities;
dams;
energy generating facilities;
generating works;
landfills;
markets;
materials recycling facilities;
recreation facilities;
registered clubs;
refreshment rooms;
telecommunications facilities;
tourist facilities.

Other development not included in Item 2 that is consistent with one or more of the zone objectives.

4. Prohibited

Development not included in Item 2 or 3.

NSW ICAC EXHIBIT

ZONE No. 6(b) (PRIVATE OPEN SPACE)

1. Zone Objectives

The objectives of the zone are:

- to identify land which is used, or intended to be used, for private open space, recreation and associated purposes; and
- to protect and where appropriate enhance the environmental characteristics of the zone for flora and fauna habitat as well as human recreation.

2. Without Development Consent

Development for the purposes of:

bushfire hazard reduction;
maintenance dredging;
utility installations.

Exempt Development.

3. Only with Development Consent

Development for the purposes of:

ancillary dwellings;
building identification signs;
business identification signs;
child care facilities ancillary to uses allowed with consent;
community facilities;
dams;
energy generating facilities;
entertainment facilities;
heliport;
landfills;
recreation facilities;
refreshment rooms;
registered clubs;
restaurants;
telecommunications facilities;
tourist facilities.

Other development not included in Item 2 that is consistent with one or more of the zone objectives.

4. Prohibited

Development not included in Item 2 or 3.

NSW ICAC EXHIBIT

ZONE No. 7: (ENVIRONMENTAL PROTECTION)

1. Zone Objectives

The objectives of the zone are:

- to conserve and enhance the environmental, visual and recreational values of the hills and ridges in the hinterland surrounding Armidale; and
- to only allow development which will not detract from or threaten the scenic or environmental characteristics of the land.

2. Without Development Consent

Development for the purposes of:

agriculture (other than intensive livestock agriculture and intensive plant agriculture);
bushfire hazard reduction;
maintenance dredging;
utility installations.

Exempt development.

3. Only with Development Consent

Development for the purposes of:

animal boarding or training establishments;
aquaculture;
bed and breakfasts;
boarding houses;
building identification signs;
business identification signs;
child care centres;
community facilities;
educational establishments;
energy generating facilities;
forestry;
group homes;
health consulting rooms;
home businesses;
housing for aged and disabled persons;
medical centres;
mortuaries;
place of worships;
retail plant nurseries;
rural industries;
telecommunications facilities.

Other development not included in Item 2 that is consistent with one or more of the zone objectives.

4. Prohibited

Development not included in Item 2 or 3.

NSW ICAC EXHIBIT

ZONE No. 9 (RESERVATIONS)

1. Zone Objectives

The objectives of the zone are:

- to identify land proposed to be acquired by the council or another public authority for public purposes such as community facilities, flood mitigation and arterial roads; and
- to enable land to be used for the purpose it was acquired; and
- to allow land to be temporarily used where the council or another public authority does not require immediate use.

2. Without Development Consent

Development for the purposes of:

agriculture;
bushfire hazard reduction;
maintenance dredging;
utility installations.

Exempt development.

3. Only with Development Consent

Development for the purposes of:

telecommunications facilities.

Development not included in Item 2 that is consistent with one or more of the zone objectives.

4. Prohibited

Development not included in Item 2 or 3.

NSW ICAC EXHIBIT

ZONE No. 10 (ENTERPRISE)

1. Zone Objectives

The objectives of the zone are:

- to facilitate development in association with residential development for high technology industry, research, ancillary and other compatible employment activities, provided the activities are not of a nature which would be offensive or hazardous in the locality; and
- to ensure that development in the zone does not compromise the viability of the Central Business District as the main focus for commercial and retail activity in Armidale City.

2. Without Development Consent

Development for the purposes of:

agriculture;
bushfire hazard reduction;
maintenance dredging;
utility installations.

Exempt development.

3. Only with Development Consent

Development for the purposes of:

advertisements;
ancillary dwellings;
aquaculture;
child care centres which are ancillary to an enterprise;
dams;
educational establishments;
energy generating facilities;
generating works;
heliports;
high technology industries;
intensive livestock agriculture;
intensive plant agriculture;
refreshment rooms;
telecommunications facilities.

Development not included in Item 2 that is consistent with one or more of the zone objectives.

4. Prohibited

Development not included in Item 2 or 3.

NSW ICAC EXHIBIT

Part 3 - Special Provisions

Development control plans and codes

10 The council shall not grant consent to the carrying out of development on any land in respect of which a development control plan applies, unless it has first considered the provisions of that development control plan.

10A What is exempt and complying development?

(1) Development of minimal environmental impact listed as exempt development in the relevant exempt development DCP provisions is ***exempt development***, despite any other provisions of this plan.

(2) Development listed as complying development in the relevant complying development DCP provisions is ***complying development*** if:

(a) it is local development of a kind that can be carried out with consent on the land on which it is proposed, and

(b) it is not an existing use, as defined in section 106 of the Act.

(3) Development is exempt or complying development only if it complies with the development standards and other requirements applied to the development by the relevant exempt development DCP provisions or the relevant complying development DCP provisions, as the case requires.

(4) A complying development certificate issued for any complying development is to be subject to the conditions for the development specified in the relevant complying development DCP provisions adopted by the council, as in force when the certificate is issued.

Heritage advertisements and notifications

11.(1) Except as provided by subclause (2):

(a) the provisions of sections 84, 85, 86, 87(1) and 90 of the Act apply to and in respect of:

(i) the demolition of a building or work that is a heritage item; and

(ii) the demolition of a building or work within a conservation area; and

(iii) the use of a building or land referred to in clause 20A for a purpose which, but for that clause, would be prohibited under this plan, in the same way as those provisions apply to and in respect of designated development; and

(b) where a person makes a development application to demolish a building or work that is a heritage item, the council shall not grant consent to that application until 28 days after the council has notified the Secretary of the Heritage Council of its intention to do so.

(2) Subclause (1) does not apply to the partial demolition of a heritage item or the total or partial demolition of a building or work within a conservation area, if, in the opinion of the council, the demolition will not adversely affect the heritage significance of the heritage item, building or work in relation to the environmental heritage of the City of Armidale.

Subdivision and the erection of dwellings

12. (1) A personal shall not subdivide land to which this plan applies except with the consent of the council.

(2) A person who makes an application for development consent to subdivide land shall, on the application form:

(a) state the primary purpose of which each allotment created by the subdivision is intended to be used;

(b) state whether it is intended to erect a dwelling on any allotments created by the subdivision and, if so, which allotments; and

(c) show the approximate location of any dwelling erected on the land at the date of the application.

(3) Nothing in this plan prevents the subdivision of land within Zone No1(a) or 1(b) on which a dwelling-house lawfully stands; where:

(a) one allotment created by the subdivision comprises the allotment on which that dwelling-house stands; and

(b) any other allotment created by the subdivision is consolidated and used for the purposes of agriculture or forestry with the allotment with which it is consolidated.

(4) The council may consent to the creation of one but not more than one additional dwelling on land to which this plan applies (whether by the erection of a new dwelling or the alteration of an existing dwelling) so as to create not more than 2 dwellings, where:

(a) a dwelling could be erected on the land in accordance with this plan;

(b) no additional access to a public road is required from the land;

(c) separate ownership of the proposed dwelling would only be achieved by a subdivision of the land; and

(d) in the opinion of the council, the dwelling to be erected on that land will not interfere with the purpose for which the land is being used.

(5) Where a dwelling-house is erected, altered or added to, or is proposed to be erected, altered or added to , in accordance with this clause, being a dwelling-house erected on land in respect of which development for the purposes of a residential flat building is prohibited, the separate occupation of the several lots illustrated by a proposed strata plan relating to that dwelling-house is prohibited.

(6) The council shall not consent to the subdivision of land on which one additional dwelling is erected in pursuance of this clause except in accordance with this plan.

Development of Residential Land

12A(1) This clause applies to land within Zone No2.

(2) In this clause, a reference to the area of an allotment does not, in the case of a hatchet-shaped allotment, include a reference to the area of the access corridor of the allotment.

(3) A person must not carry out development for the purposes of a dwelling-house on an allotment of land to which this clause applies unless the area of the allotment is not less than 400 square metres.

(4) However, integrated housing development may be carried out on an allotment of land to which this clause applies if (but only if) each proposed allotment has an area of 230 square metres or more.

(5) Nothing in this plan prevents a person from erecting a dwelling-house on an allotment of land to which this clause applies if the allotment is an allotment created for residential purposes prior to the appointed day.

Development of land on adjoining boundaries

13. (1) This clause applies to land which is within 20 metres of a boundary between any two zones.

(2) Subject to subclause (3), development may, with the consent of the Council, be carried out on land to which this clause applies for any purpose for which development may be carried out in the adjoining zone on the other side of the zone boundary.

(3) The council shall not consent to the carrying out of development referred to in subclause (2) unless it is satisfied that the carrying out of the development is desirable due to planning, design, ownership, servicing or similar requirements relating to the optimum development of land concerned and will not adversely affect the relevant planning objectives or amenity of the locality.

Development of Rural land or land within the Environmental Protection Zone

14. (1) The council shall not consent to an application to carry out development on land within Zone No1(a) or 1(b) unless it has made an assessment, where relevant, of the effect of the carrying out of that development on:
   (a) the present and potential use of the land for the purpose of agriculture;
   (b) vegetation, timber production, land capability (including soil resources and soil stability) and water resources (including the quality and stability of water courses and ground water storage and riparian rights).
   (c) the future recovery of known or prospective areas of valuable deposits of minerals, sand, gravel or other extractive materials.
   (d) the protection of areas of significance for nature conservation or of high scenic value, places and building of archaeological or heritage significance and Aboriginal relics and places.
   (e) the cost of providing, extending and maintaining public infrastructure and services to the development; and
   (f) the future expansion of settlements in the vicinity.

(2) In assessing the effect referred to in subclause (1), the council shall have regard not only to the land the subject of the application but also to land in the vicinity.

(3) The council shall not consent to an application to subdivide land within Zone No1(a) where any allotment to be created by the subdivision is to be used primarily for the purposes of agriculture (other than intensive agriculture), unless each allotment created for that purpose is, in the opinion of the council, physically capable of sustaining agricultural food or fibre production of a form common in the area.

(4) The council shall refuse to consent to the creation of an allotment with Zone No1(a) where, in the opinion of the council:
   (a) the allotment comprises prime crop or pasture land;
   (b) the creation of the allotment is likely to adversely affect the existing and potential capability of the land the subject of the application to produce food or fibre; or
   (c) the proposed allotment could lead to a potential conflict in the use of land in the vicinity for agriculture.

(5) Subject to subclause (6), the council shall not consent to an application to subdivide land within Zone No1 (a) where any allotment to be created by the subdivision is to be used primarily for purposes other than agriculture or a dwelling, unless in the opinion of the council:
   (a) the land does not comprise any prime crop or pasture land or any land that is or could be used for a form of agriculture common to the area; and
   (b) the area of each allotment to be created by the subdivision is appropriate having regard to the purpose for which it is being created.

(6) Subject to subclause (9), the council may grant consent to an application to subdivide land within Zone No1(a) so as to create an allotment to be used for a purpose other than agriculture or a dwelling where, in the opinion of the council:
   (a) the purpose for which the allotment is to be used involves the supply of goods or services for which there is a demand in the locality.
   (b) no other land in the locality could reasonably be used for that purpose; and
   (c) the level of demand for the goods or services which are to be supplied from the allotment and the extent to which that allotment is proposed to be used to meet that demand justifies the creation of the allotment notwithstanding its agricultural value.

(7) & (8) Deleted

(9) The council shall not grant consent to a development application to subdivide land within Zone No1 (a) or 7 unless:
   (a) in respect of land within Zone No1 (a), the area of each allotment to be created is not less than 5 hectares; or
   (b) in respect of land within Zone No7, the average area of the allotments to be created is not less than 10 hectares.

Development of rural residential land

15. The council shall not grant consent to a development application to subdivide land within Zone No1(b) unless:
   (a) the area of each proposed allotment is not less than 0.2 hectares; and
   (b) the average area of the proposed allotments within the subdivision is not less than 0.5 hectares.

Development along arterial roads

16. (1) The council shall not grant consent to an application to carry out development on land which has frontage to an arterial road unless, in the opinion of the council:
   (a) access to that land is provided by a road other than the arterial road, wherever practical or essential; and
   (b) the safety and efficiency of the arterial road will not be adversely affected by:
      (i) the design of the access to the proposed development;
      (ii) the emission of smoke or dust from the proposed development; or
      (iii) the nature, volume or frequency of vehicles using the arterial road to gain access to the proposed development.

(2) The council shall not consent to the development of rural land within Zone No1(a) or 1(b) for:
   (a) bulk stores;
   (b) caravan parks;
   (c) car repair stations;
   (d) commercial premises;
   (e) hotels;
   (f) industries (other than home or rural industries);
   (g) junk yards;
   (h) mines;
   (i) motels;
   (j) place of public assembly;
   (k) recreation facilities and establishments;
   (l) refreshment rooms;
   (m) retail plant nurseries;
   (n) roadside stalls;
   (o) sawmills;
   (p) service stations;
   (q) stock and sales yards;

(r) transport terminals (other than bus stations);
(s) warehouses;
(t) clubs;
(u) hospitals;
(v) educational establishments;
(w) liquid fuel depots; or
(x) places of public worship.

if the development of the land for any such purpose will have direct access to an arterial road or to a road connecting to an arterial road and the access to that road is within 90 metres (measured along the road alignment of the connecting road) of the alignment of the arterial road.

(3) Where it appears to the council that development on land within Zone No5(c), which may be carried out in accordance with subclause (1), cannot be carried out within a reasonable time after the appointed day the council may, subject to this clause, consent to the carrying out of other development on that land.

(4) In granting consent under subclause (3), the council shall impose conditions (including conditions relating to the removal or alteration of the development, the reinstatement of the land or the payment of compensation) so as to ensure that consent and any development carried out in pursuance of that consent will not prejudice or increase the cost of the ultimate acquisition by the council or any other statutory authority of the whole or any part of the land within Zone No5(c).

(5) & (6) *[omitted, SEPP (Repeal of Concurrence and Referral Provisions) 2004, effective 28 February 2005].*

(7) The council shall not, without the approval of the Commissioner for Main Roads, cause to be aligned or realigned any main road or any other road, which the Commissioner for Main Roads has notified as a proposed main road.

Solar access as a matter for consideration

17. A person shall not erect a building on land if, in the opinion of the council, the building when erected would significantly affect the access of solar radiation between the hours of 9 am and 3 pm Eastern Standard Time (as measured on the day of the winter solstice) to existing or likely developments on adjoining land or on other land in the locality.

Overshadowing of The Mall

18. (1) In this clause, 'height', in relation to a building, means the greatest vertical distance between the footpath level abutting the frontage of the site on which that building is located and the topmost point of that building at the footpath alignment.

(2) A person shall not erect a building on land abutting the northern side of Beardy Street between Dangar and Marsh Streets exceeding 10 metres in height unless that part of the building exceeding that height is set back one metre from the boundary of the footpath on the northern side of Beardy Street for each metre by which the building exceeds 10 metres in height.

Development of Armidale Showground

19. Nothing in this plan prevents the development of land known as the Armidale Showground for the purpose of trade stands, livestock pens, judging rings and pavilions involving the occasional display of goods for sale or in an exhibition.

Heritage Items and Conservation Areas

20 (1) A person shall not, in respect of a building, work, relic, tree or place that is a heritage item:
(a) demolish or alter the building or work;
(b) damage or move the relic;
(c) excavate for the purpose of exposing the relic;
(d) damage or despoil the place or tree (except as provided by clause 22(2));
(e) erect a building on or subdivide land on which the building, work, tree or relic is situated or that comprises the place,

except with the consent of the council.

(2) (a) The council shall not grant consent to an application to carry out development referred to in subclause (1) that involves erecting a building or altering an existing building unless it has taken into consideration the relevant matters in subclause (6) and the extent to which the carrying out of the proposed development would affect the heritage significance of the item and any stylistic or horticultural features of its setting;

(b) the council may require that a conservation plan accompany such a development application, to enable the council to fully consider the heritage significance of the item and the impact of the proposed development on the significance of the item and its setting.

(3) The council shall not grant consent to an application to carry out development on land in the vicinity of a heritage item unless it has made an assessment of the effect the carrying out of that development will have on the heritage significance of the item and its setting.

(4) A person shall not, in respect of a conservation area:
(a) demolish a building or work within the area;
(b) alter a building or work within the area in a manner which would significantly alter its external appearance;
(c) damage or move a relic within the area;
(d) excavate within the area for the purpose of exposing or removing a relic;
(e) damage or despoil a place within the area; or
(f) erect a building on or subdivide land within the area,

except with the consent of the council.

(5) The council shall not grant consent to an application to carry out development referred to in subclause (4) unless it has taken into consideration the extent to which the carrying out of the proposed development would affect the heritage significance of the conservation area.

(6) The council shall not grant consent to an application to carry out development referred to in this clause, being an application to erect a new building or to alter an existing building, unless the council has made an assessment of:
(a) the pitch and form of the roof;
(b) the style, size, proportion and position of the openings for windows and doors; and
(c) whether the colour, texture, style, size and type of finish of the materials to be used on the exterior of the building are compatible with the materials used in the existing building (if any) to be altered or in the conservation area.

Conservation Incentives

20A(1) Nothing in this plan prevents the council from granting consent to an application to:
(a) use, for any purpose, a building that is a heritage item or the land on which the building is erected; or

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(b) use, for any purpose, a building within a conservation area or the land on which the building is erected.

if it is satisfied that:

(c) the proposed use would have little or no adverse effect on the amenity of the area; and

(d) the conservation of the building depends on the council's granting consent under this clause.

(2) When considering an application to erect a building on land on which there is situated a building which is a heritage item, the council may:

(a) for the purposes of determining the floor space ratio; and

(b) for the purposes of determining the number of parking spaces to be provided on the site; and

(c) for the purposes of calculating any contributions under section 94 of the Environmental Planning and Assessment Act 1979, exclude the item from its calculations, but only if the council is satisfied that the conservation of the item depends upon the council's granting consent under this clause.

Development of Places of Potential Archaeological Significance and Archaeologically-sensitive Areas

20B (1) Where the council receives an application to carry out development on land which is identified as a heritage item of potential archaeological significance in Part 2 of Schedule 1, the council shall not grant consent until it has received from the applicant and considered:

(a) a conservation plan which includes an assessment of how the proposed development would affect the conservation of the item; and

(b) written evidence that the applicant has complied with the provisions of Division 9 of Part 6 of the Heritage Act, 1977 in relation to any proposed excavation arrangements on the site.

(2) The council shall not grant consent to an application to carry out development on land within an archaeologically sensitive area unless:

(a) in the case of land within Category 1, the council has considered the recommendations arising from an archaeological survey or study to be carried out by the applicant in consultation with the council and the National Parks and Wildlife Service; and

(b) in the case of land within Category 2, the council has consulted with and considered the recommendations of the National Parks and Wildlife Service concerning the need for archaeological investigations to be carried out prior to the carrying out of the development.

Access

21. (1) A person other than the council shall not construct a road, which has access to an existing public road except with the consent of the council.

(2) & (3) *[omitted, SEPP (Repeal of Concurrence and Referral Provisions) 2004, effective 28 February 2005].*

Tree preservation

22. (1) Except as provided by subclause (2), a person must not ringbark, cut down, top, lop, remove, injure, poison or wilfully destroy any tree or trees with an overall height of 5 metres above ground, without the written approval of council.

(2) The approval referred to in subclause (1) is not required where:

(a) the tree is dead; or

(b) the tree's condition constitutes an immediate threat to life or property; or

(c) the tree is included in any current list of noxious plants from time to time published by the New England Tablelands (Noxious Plants) County Council; or

(d) the trunk of the tree is located no more than 3 metres from any part of any habitable building or no more than 3 metres from any underground utility service mains; or

(e) the work involves only minor pruning which is necessary to promote growth or fruit production, or to improve the shape of the tree's canopy and is not likely to jeopardies the tree's existence.

(3) An application for the council's approval under subclause (1) must be accompanied by the written consent of the property owner to the proposed work.

(4) The council must not grant approval for any action referred to in subclause (1) unless it has assessed the following matters:

(a) the reason for the proposed work;

(b) the visibility and contribution of the tree or trees in the local landscape or streetscape;

(c) the type and rarity of the species;

(d) the number of trees in the vicinity;

(e) whether the tree may become dangerous or damage property or utility services;

(f) whether new plantings are proposed or are desirable;

(g) the effect of the tree or trees on local views, on solar access to properties and on local amenity;

(h) any heritage significance of the tree;

(i) soil conservation and erosion issues.

(5) This clause does not apply to trees in a State Forest or on other Crown timber lands within the meaning of the Forestry Act 1916, or to trees trimmed or otherwise dealt within in accordance with clause 23 of the Electricity (overhead Line Safety) Regulation 1991.

Community use of educational establishments

23. (1) Nothing in this plan prevents the council from granting consent to:

(a) the community use of the facilities and sites of educational establishments;

(b) the commercial operation of those facilities and sites; and

(c) the carrying out of development for community purposes on land used for the purposes of educational establishments,

whether or not the development is ancillary to any such purpose.

(2) Nothing in this plan prevents a person from carrying out development pursuant to a consent referred to in this clause.

Acquisition of reserved land

24. (1) The owner of any land within Zone No 6(a) or 9 may, by notice in writing, require the council to acquire that land.

(2) On receipt of a notice referred to in subclause (1), the council shall acquire the land.

Roads, cycleways, drainage, recreation areas and parking

25. (1) Subject to subclause (3), nothing in this plan prevents the council, or any person acting on the council's behalf, from carrying out development on land within any zone for the purposes of roads, cycleways, stormwater drainage (or other utility service infrastructure), recreation areas, landscaping, gardening, bushfire hazard reduction or parking.

(2) The reference in subclause (1) to the carrying out of development for the purpose of roads includes a reference to the winning of extractive material within the road reserve by a public authority for the purpose of road construction.

(3) Nothing in subclause (1) permits any development without the council's consent if the proposed development is to be carried out on any place listed in Schedule 1 of this plan.

Uses ancillary or incidental to a gas works

26. (1) Nothing in this plan prevents the council from granting its consent to development of Lot 1. section 171. 237 Beardy Street, Armidale, for the purpose of offices, showrooms, staff facilities and other purposes ordinarily ancillary or incidental to a gas works.

(2) The council shall not grant its consent to development under subclause (1) until it is satisfied that the use of the land will revert to public open space purposes immediately upon cessation of those purposes ancillary of incidental to a gas works.

Suspension of certain laws

27. (1) For the purpose of enabling development to be carried out in accordance with this plan or in accordance with a consent granted under the Act in relation to development carried out in accordance with this plan:

(a) section 37 of the Strata Titles Act 1973; and

(b) any agreement, covenant or instrument imposing restrictions as to the erection or use of buildings for certain purposes or as to the use of land for certain purposes,

to the extent necessary to serve that purpose, shall not apply to the development.

(2) Pursuant to section 28 of the Act, before making of this plan-

(a) the Governor approved of subclause (1); and

(b) the Minister for the time being administering section 37 of the Strata Titles 1973, concurred in writing in the recommendation for the approval of the Governor of that subclause.

Advertising structures

28. *[omitted, Amendment No. 25, gazetted 7 November 2003].*

Temporary use of public land

29. (1) In this clause:

(a) "public land" means land vested in (or held by trustees on behalf of) the Crown, a Minister of the Crown, a statutory body, or the council; and

(b) a reference to a person's having temporary use of land is a reference to the person's use of the land concerned for a maximum period of 14 days (whether consecutive or not) in a calendar year.

(2) Despite any other provision of this plan, a person may, without the consent of the council, have the temporary use of any public land for any purpose unless the use of the land for that purpose:

(a) would constitute the carrying out of designated development or development for the purposes of hazardous or offensive industries or storage establishments, as defined by State Environmental Planning Policy No 33 - Hazardous and Offensive Development; or

(b) would involve the erection or alteration of any structure intended to be permanent.

(3) Nothing in this clause permits a person to have the temporary use of public land:

(a) without the consent of the owner of the land (or any trustees controlling the land); or

(b) without complying with the conditions of any development consent in force in relation to the land or the proposed use of the land.

Development for Certain Additional Purposes

30. (1) Nothing in this plan prevents a person with the consent of the council, from carrying out, on land referred to in Schedule 2, the development specified in that Schedule in relation to that land, subject to such conditions (if any) as are so specified.

(2) Subclause (1) does not affect the application to or in respect of development to which that subclause applies, of any provisions of this plan as are not inconsistent with that subclause or any consent granted for such development.

(3) Nothing in this clause requires development consent to be obtained for a dual occupancy or dwelling-house on land subdivided in accordance with item 3 of Schedule 2.

31 **Classification and reclassification of public land as operational land**

(1) The public land described in Schedule 3 is classified, or reclassified, as operational land for the purposes of the *Local Government Act 1993*, subject to this clause.

(2) Land described in Part 1 of Schedule 3 is land that was classified, or reclassified, as operational land before the application of the amendment s made by the *Local Government Amendment (Community Land Management) Act 1998* to section 30 of the *Local Government Act 1993*.

(3) Land described in Part 2 of Schedule 3:

(a) to the extent (if any) that the land is a public reserve, does not cease to be a public reserve, and

(b) continues to be affected by any trusts, estates, interests, dedications, conditions, restrictions or covenants by which it was affected before its classification, or reclassification, as the case requires, as operational land.

(4) Land described in Columns 1 and 2 of Part 3 of Schedule 3, to the extent (if any) that is a public reserve, ceases to be a public reserve on the commencement of the relevant amending plan and , by the operation of that plan, is discharged from all trusts, estates, interests, dedications, conditions, restrictions and covenants affecting the land or any part of the land except those specified opposite the land in Column 3 of Part 3 of Schedule 3.

(5) In this clause, the relevant amending plan, is relation to land described in Part 3 of Schedule 3, means the local environmental plan that inserted the description of the land in that Part.

(6) Before the relevant amending plan inserted the description of land into Part 3 of Schedule 3, the Governor approved of subclause (4) applying to the land.

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SCHEDULE 1 - HERITAGE ITEMS (CL. 5(1), 20B)

(Note: This schedule is supported by the map marked "Armidale Local Environmental Plan 1988- Amendments No. 7 - Heritage Conservation" held by the council showing the whole of the sites on which these items are situated or appropriately identified)

(Numbers at left refer to inventory item numbers and map)

PART 1 BUILDINGS AND GROUNDS

A. Individual Buildings

Barney Street

1	No. 88 (part)	Southall
2	No. 88 (part)	SH Smith House including grounds (Landscape Item L28)
3	Nos. 140-146	
4	No. 166	ASCA building (cnr. Markham Street)

Beardy Street

5	No. 135-137	AMP Society
6	No. 139-141	Westpac (cnr. Faulkner St)
7	No. 143-145	Court House (cnr. Faulkner St)
8	Nos. 157-163	
	No. 191	Refer to Moore St, Item 109
9	No. 195	J Richardson and Co (cnr. Dangar St)
10	No. 203-207	Former cinema
11	No. 261	Victoria Cottage
12	No. 307	(Corner Ohio Street)
13	No. 62	JB Moriarty (cnr. Douglas St)
14	Nos. 88-90	
15	Nos. 134-136	
16	Nos. 144-156	Imperial Hotel (cnr. Faulkner St)
17	Nos. 158-160	Armidale Post Office (cnr. Faulkner St)
18	Nos. 164-166	Former CBA Bank
19	Nos. 172-174	Tattersall's Hotel
20	No. 176	Commonwealth Bank
21	Nos. 194-196	New England Hotel (cnr. Dangar St)
22	No.208	State Bank
23	No.282	(Corner Butler Street)
24		**Bishopscourt site** - see Uralla Road

Bona Vista Road

25		Bona Vista and grounds (Landscape Item L86)

Brown Street

26	No.89	Wiluna
27	Nos.91-93	Including garden and hedge (Landscape Item L63)
28	No.111	House and Stable
181	No.113	
182	No.193	
183	No.195	
29	No.131	
31	No.84	Trelawney (cnr. Taylor St) including garden (Landscape Item L64)
32	No.98	
33	No.108	Birida (cnr. Marsh St) including garden (Landscape Item L8)
34	No.134	
35	No.138	
36	No.166	(Corner Allingham Street)
37	No.196	Arello
38	No.198	
	No.247	(refer Item 117-Railway Parade)

Butler Street

39		Armidale High School (cnr. Kentucky St) including groups (Landscape Item L11)
40	No.163	
41	No.102	(Corner Brewery Lane)

Chapel Street

42	(No.65 Galloway St)	Corner Galloway Street including garden (Landscape Item L16)

Crescent Street

43	No.3	Former Trim and Co store

Dangar Street

44	No.133	Arran Cottage
45	No.137	
	No.161	(refer item 119-Reginald Avenue)
46	No.114	
47	No.160	(Corner Brown Street)
48	No.176	(Corner Mann St) including trees (Landscape Item L27)
49	No.194	(Corner Mossman Street)

Dorothy Avenue

50	No.3	

Douglas Street

51	Nos. 98-106	(Excluding No.102)

Donnelly Street

	No.118	(refer item 65 - Nos.68-70 Faulkner St)

Dumaresq Streets

52	No.93	Former hotel
54	No.263	
178	No.271	

Faulkner Street

55	No.89	Legacy House
56	No.111	Pastoral Chambers
57	No.121	
58	No.139	
59	No.147A	Masonic Hall
60	No.137	Johnstone Memorial Hall
61	No.137	St Paul's Presbyterian Church including grounds, fence, trees and hedge (landscape Item L43)
62	No.157	(Corner Brown Street) including hedge and garden layout (Landscape Item L40)
63	No.169	(Corner St Andrews Avenue)
64	No.177	Highbury (Corner Mann St) including hedge and trees (Landscape item L38)
65	Nos. 68-70	(also known as 118 Donnelly St)
66	No.110	Police Station (cnr. Moore St)
67	No.118	Lands Office (cnr. Cinders Lane)

NSW ICAC EXHIBIT

Faulkner Street (cont)		
68	No.120	Former State Emergency Services office (cnr. Cinders Lane)
69	No.124	Folk Museum (cnr. Rusden St)
70	No.128	Lindsay House (cnr. Barney St)
71	.No.132	Denham Cottage including garden (Landscape Item L42)
72	No.160	Uloola (cnr. Reginald Avenue) including garden (Landscape Item L36)
Galloway Street		
	No.65	(refer item 42 - Chapel St)
Glen Innes Road		
73		Canowindra including garden setting (Landscape Item L85)
74	Nos.79-81	(Corner Gordon Street)
Golgotha Street (South)		
75	No.96	
Grafton Road		
76	No.20	
Jeffery Street		
77	No.79	
78	No.83	
79	No.95	
80	No.109	
Jessie Street		
81	No.168	
82	No.170	Sturry (cnr. Mann St) including garden (Landscape Item L21)
Judith Street		
83	No.3	Soudan
Kennedy Street		
84	No. 27	
Kentucky Street		
85		Former Public School buildings (Opposite the C B Newling Centre of the University of New England)
86	No.46	
Kirkwood Street		
87	No.160	
179	No.187	(Corner Markham Street)
Lambs Avenue		
184	No.171A	Former Railway Gatekeeper's Cottage
Mann Street		
88	No.65	Opawa including garden and trees (Landscape Item L69)
89	No.108	Teringa
90	No.118	Loombra (cnr. Faulkner St) including garden and cedar tree (Landscape Item L56)
91	No.128	including garden, hedge and fence (Landscape Item L57)
92	No.146	Linden Hall
93	No.200	Carlisle
Markham Street		
94	No.123	
95	No.129	Owl Scot (cnr. Barney St)
96	No.136	(Corner Butler Lane see also Part 2 of Schedule 1, Item A12)
97	No.208	(Corner Murray Avenue)
98		Hepplegate
Marsh Street		
99	No.45	
100	No.49	
101		St Kilda Cellars (see also Item 127)
102	No.175	
103	No.179	(Corner Mann Street) including Himalayan Cypress trees (Landscape Item L46)
177	No.34	Cotswold, including fence and grounds (Landscape Item L90)
104	No.168	Belmore Cottage (cnr. Brown St) including garden, trees and hedge (Landscape Item L37)
105	No.184	Comeytrowe (cnr. Mann St) including garden and trees (Landscape Item L45)
016	No.192	(Corner Drummond Avenue)
Martin Street		
107	No.32	
Miller Street		
108	No.18	Kiola
Moore Street		
109	No.32	The Stables (cnr. Dangar St) (Part of 191 Beardy St)
110	No.100	Former sheriff's cottage (cnr. Faulkner St at rear of Court House)
Mossman Street		
111	No.113	
112	No.145	The Turrets including garden (Landscape Item L51)
113	No.144	
New England Highway		
		Canowindra refer to Glen Innes Rd item 73
		Bishopscourt refer to Uralla Rd item 24
Niagara Street		
114	No.120	Johnson and Kennedy Service State (cnr. Rusden St)
Ohio Street		
116	No.66	

NSW ICAC EXHIBIT

Railway Parade

117	No.247	Former Police lock-up

Reginald Avenue

118	No.3	Mongoola
119	No.10	Kilbucho, including garden (Landscape Item L24) (Corner Dangar Street known as 161 Dangar Street)

Rusden Street

120	No.69	
121		Town Hall
122	No.161	Minto Building (Former Central Hotel) (cnr. Jessie St)
123	No.163-165	Baptist Church and Hall (cnr. Jessie St)
180	No.277	(Corner Niagara Street)
126	No.94	Mallam House
127		St Kilda Hotel (cnr. Marsh St)
131	No.222	Railway Hotel
132	No.286	St Mary's Anglican Church

Short Street

133		Wyevale

Taylor Street

134	No.7	
135	No.36	
136	No.150	

The Boulevarde

137		Former St Patrick's Orphanage including grounds (Landscape Item L89)

Uralla Road

24		Former Bishopscourt and grounds (Landscape Item L82)

B. Buildings in Groups or Located on Special Sites

Armidale Cemetery (bounded by O'Connor Street, Lambs Avenue and Lynches Road)

138		Cemetery buildings (See also inventory items A11 and L80)

Armidale Racecourse

139		Jockeys' Room

Armidale Railway Station (Brown Street)

140		Railway Station
141		Pair of railway cottages
142		Former stationmaster's residence Listing includes archaeological inventory items A6 and A7

Armidale Showground (Bounded by Dumaresq, Kennedy, Kirkwood and Canambe Streets)

143A		Grandstands
143B		The Queen Victoria Jubilee Urinal
143C		Twin chimneys
144		Main pavilion

Catholic Church-Convent (Bounded by Dangar, Barney, Jessie and School Group Rusden Streets)

145		Cathedral of St. Mary and St. Joseph (cnr. Dangar and Barney Streets)
148		Merici House (Dangar Street)
149		Former St. Ursula's College (Barney St)
150		Chapel, Ursuline Convent (Corner Barney and Jessie Streets)
151		Ursuline Convent (Jessie Street)
152		St Anne's Building, St Mary's School (Jessie St)
153		St Mary's School 1959 Building (No.156 Rusden Street, corner Jessie Street)

Listings include grounds, particularly churchyard (Landscape Item L31) and convent grounds (Landscape Item L22)

New England Girls' School Group (New England Highway)

154		Akaroa
155		Chapel
156		Dining room complex
157		Music building
158		St John's Junior School

CB Newling Centre of the University of New England (Bounded by Mossman, Faulkner, Kentucky and Dangar Streets)

159		Former Teachers' College, Main Building
160		Residence

Listing includes grounds (Landscape Item L50)

O'Connor Catholic High School Group (Bounded by Kirkwood, Kennedy, Donnelly and Canambe Streets)

161		De La Salle Brothers Residence (No.37 Kirkwood Street)
162		Original Main Building
163		1920's classroom building

Listing includes Kirkwood Street entry gates, avenue of trees and grounds (Landscape Item L78)

St. Peter's Church Group (Bounded by Dangar, Tingcombe, Faulkner and Rusden Streets)

130	No.116	St. Peter's Church Hall
164		St. Peter's Anglican Cathedral Church (Dangar Street)
165		Deanery
166		The Diocesan Registry (No.118 Rusden Street, corner Faulkner Street)

NSW ICAC EXHIBIT

St. Peter's Church Group
Listing includes churchyard and rectory garden (Landscape Item L32)

The Armidale School	(Bounded by Douglas, Barney, Kennedy and Mann Streets)
167	Original Main Building including classrooms, library, dormitory and headmaster's residence
168	Chapel (Douglas Street)
169	Wakefield House (Barney Street)

Listing includes grounds (Landscape Item L18)

NSW ICAC EXHIBIT

The University of New England

170	Booloominbah
171	The Lodge (Enquiries Cottage)
172	sub-Lodge
173	Science Block (Library Rd)
174	Shingled cottage (Library Rd)
175	Revenna

Listing includes grounds to Booloominbah and Revenna (Landscape Items L2 and L1)

Uniting Church Group (No.114 Rusden Street)

128	Wesley Hall
129	Uniting Church

Listing includes grounds and gardens of Parsonage (Landscape Item L74)

PART 2 ITEMS OF POTENTIAL ARCHAEOLOGICAL SIGNIFICANCE

(Numbers at left refer to map and inventory sheet numbers)

Beardy Street

A1	Timber suspension footbridge and former pool entrance and community craft shop
A2	Site of Edward Allingham's Mill (cnr. Allingham Street)
A3 No.231	Former gasworks residence
A4 No.237	Armidale City Gasworks - large gas holder

Brewery Lane

A5	Site of Simpson's Brewery

Brown Street

A6	Former boiler for footwarmers Armidale Railway Station
A7	Turntable - Armidale Railway Station

Crescent Street

A8	Stone kerbing

Dumaresq Street

A9	Site of Tuck's Brewery (between Butler and O'Dell Streets)

Faulkner Street

A10	Site of Trim's Store (cnr. Dumaresq St)

Lambs Avenue/Lynches Road

A11	General Cemetery (see also items 138 and L80)

Markham Street

A12 No.136	Site of cordial factory and cottage (cnr. Butler Land - see also Item 96)

Rusden Street

A13 No.237	Domed cistern

Tancredi Street

A14	Site of B A Moses' Tannery

Taylor Street

A15	Site of Robert Kirkwood's Mill
A16	Site of Commissioner's Quarters MacDonald Park

City Generally

Sites containing Aboriginal relics as identified in the Aboriginal Sites Survey deposited in the office of the council.

PART 3 LANDSCAPE ITEMS

NOTE: THIS LIST DOES NOT INCLUDE LANDSCAPE ITEMS ALREADY IDENTIFIED IN PART 1 OF THIS SCHEDULE

(Numbers at left refer to map and inventory sheet numbers)

Beardy Street

L5	Monument and tree (east side of Court House)

Bona Vista Road

L87 No.19	Trees and garden

Cooks Road

L84	Maroombra garden (200m south of Erskine St)

Dangar Street

L33	Victorian cast iron post box (cnr. Rusden Street)
L6	Central Park, including rotunda
L26	Armidale Public School grounds (bounded by Faulkner and Brown Sts)
L29 No.146	Himalayan Cedar tree (cnr. Barney St.)
L25 No.184-188	Hedges and tree

Dangarsleigh Road

L17	Terangan grounds

Douglas Street

L76	Armidale Sportsground (cnr. Dumaresq Street)

Elm Avenue

L3	Entrance to University of New England

Erskine Street

L83 No.125	Presbyterian Ladies College Grounds

Faulkner Street

L39 No.187	Garden, trees and hedge
L37 No.189	Hedge
L34 No.201	Garden (corner College Avenue)
L41 No.140	Elm trees

NSW ICAC EXHIBIT

Jessie Street

120	No.178	Garden

Lambs Avenue/Lynches Road

L80		Armidale Cemetery

Lynches Road

L88	No.68	Trees in garden (cnr. Barclay Road)

Mann Street

L69	No.63	(part L69) Tree
L52	No.89	Garden
L53	Nos. 91-93	Gardens, hedge and fence
L60	No.157	Garden
L54	No.112	Garden, hedge
L58	No.150	Hedge and peppercorn tree
L61	No.164	Garden

Marsh Street

L48	No.137	Two Himalayan Cedar trees
L47	Nos.159-163	Hedge, fence, garden trees
L44	No.189	Garden

Mossman Street

L35	No.120	Yo-Merrie garden (cnr. Faulkner Street)

Rusden Street

L91	No.291	Cypress trees in garden
L92		Drummond School grounds and trees

Taylor Street

L66		Newling Administration Centre

NSW ICAC EXHIBIT

SCHEDULE 2 - DEVELOPMENT FOR CERTAIN ADDITIONAL PURPOSES (CL.30)

Column 1 - Land	Column 2 - Development	Column 3 - Conditions
1. 16-22 Uralla Road (New England Highway), Armidale being Lot 1, DP701519 and Portion 660. Parish of Armidale and County of Sandon, as shown edged heavy black on the map marked "Armidale Local Environmental Plan 1988 (Amendment No2)".	Development for the purposes of a livestock breed society headquarters	**********
2. 78 Glen Innes Road (New England Highway), Armidale being Lot 9, DP255035, as shown edged heavy black on the map marked "Armidale Local Environmental Plan 1988 (Amendment No5)".	Subdivision into lots of not less than 0.8 hectares and Development for the purposes of a livestock breed society headquarters on one of those lots.	**********
3. The following land in Armidale, as shown edged heavy black on the map marked "Armidale Local Environmental Plan 1988 (Amendment No6)", as amended by the map marked "Armidale Local Environmental Plan 1988 (Amendment No10) - Sheet No1": (a) Part Lot 21, DP829599, Link Road; and (b) Part Lot 2 DP514404, part Lot 2 DP501213 and part Lot 951 DP755808 Rockvale Road	Subdivision of all or part of any parcel specified in Column 1 of this item into allotments having an average size not greater than 2000 square metres; and Development, on each lot having an area not greater than 5000 square metres created by such a subdivision, for such purposes as are permitted on land with Zone No2.	A subdivision under this item must be registered at the Land Titles Office within five years after the commencement of Armidale Local Environmental Plan 1988 (Amendment No6) provided that the Council may, on an application to it within that period which shows good cause why an extension of time should be granted, extend that period by up to 2 years for any of the parcels identified in Column 1 of this item.
4. 85-87 Queen Elizabeth Drive being Lots 1 and 2 DP195565, as shown edged heavy black on Sheet 1 of the map marked "Armidale Local Environmental Plan 1988 (Amendment No8)	Development for the purposes of a livestock breed society headquarters.	**********
5. 11 Fiona Place being Lot 1 DP589383 and adjacent land being part Lot 22 DP825109 as shown edged heavy black on Sheet 1 of the map marked "Armidale Local Environmental Plan 1988 (Amendment No14).	Development for the purposes of a livestock breed society headquarters.	Consolidation of the land into one allotment.
6. 126 Barney Street, Armidale being Lot 12 DP71812, as shown edged heavy black on the map marked "Armidale Local Environmental Plan 1988 (Amendment No16).	Development for the purpose of a livestock breed society headquarters.	Retention and renovation of existing building.
7. 80 Brown Street, Armidale being Lot A D.P. 696046, as shown heavy black on Sheet 2 of the map marked "Armidale Local Environmental Plan 1988 (Amendment No18)"	Development for the purpose of an agriculture commodity trading business	**********
8. 27 Marsh Street, Armidale, being Lot 12, DP544404, as shown edged heavy black on the map marked "Armidale Local Environmental Plan 1988 (Amendment No 21)".	Development for the purpose of a professional consulting office.	The public display of locally historic survey and building equipment.
9. 78 Glen Innes Road, Armidale, being Lot 1, DP 826910.	Development for the purposes of high technology industry, medical centres, professional consulting offices and technologists' consulting rooms and offices.	**********

NSW ICAC EXHIBIT

SCHEDULE 3 - CLASSIFICATION AND RECLASSIFICATION OF PUBLIC LAND AS OPERATIONAL LAND (CL.31)

Part 1 Land classified, or reclassified, before the application of amendments made to s.30 of LGA 1993.

Location	Description
Land at the rear of Nos 119 and 121 Beardy Street, Armidale.	Lot 14 D.P. 576825 and Lot 16 D.P. 560183 as shown edged heavy black on the map marked "Armidale Local Environmental Plan 1988 (Amendment No15)".
Land approximately 40m east of Queen Elizabeth Drive and Elm Avenue intersection.	Part Lot 22 D.P. 825109, as shown edged heavy black on Sheet 2 of the map marked "Armidale Local Environmental Plan 1988 (Amendment No14)".
Land off Conningdale Crescent, Armidale.	Lot 10 D.P. 718207, Lot 27 D.P. 773491 and Lot 39 D.P. 787459.
Land at the south-west corner of Central Park, adjoining Barney and Dangar Streets.	Part of Lot 1 D.P. 123964, as shown edged heavy black on the map marked "Armidale Local Environmental Plan 1988 (Amendment No20).

Land shown edged heavy black on the map marked "Armidale Local Environmental Plan 1988 (Amendment No. 17)" and numbered on that map as follows:

	Location	Description
20	Vacant land in Allingham Street, Armidale	Lot 28, DP 775355
4	Land at 139 Allingham Street, Armidale - Scout Hall	Part Lot 17, Part Lot 18, Part Lot 19, Section 21
40	Land in Arundel Drive, Armidale - Water Treatment Plant	Lot 1, DP 534791; Lots 5 and 6, DP 730129, Part Lot 865, Section 208
5	Land at 93 Barney Street, Armidale - Tennis Courts (For Access and Tennis Courts)	Lot 7, DP 595886; Lot 30, DP 792886
46	Vacant land at 157 Barney Street, Armidale	Part Lot 8, Section 25
26	Land in Beardy Street, between Dangar and Faulkner Streets, called "The Mall"	Lot 1, DP 728605, RB 9023, Section 5
92	Land at 131 Beardy Street, Armidale - Public Walkway adjoining ANZ Bank	Lot 38, DP 851828 and Part Allotment 1, Section 3
CP10	Land at 240 Beardy Street, Armidale, designated as a public carpark	Lot 16, DP 802100, Section 23
CP8	Land in Beardy Street, Armidale, adjoining City Gas, designated as a public carpark	Lot 1, DP 781352, Section 173
12	Land at 235-237 Beardy Street, Armidale - City Gas	Lot 19, DP 594665; Lot 21, DP 621344, Section 173
75	Land in Bona Vista Road, off Nathaniel Pidgeon Drive, Armidale, access denial strip	Lots 28 and 29, DP 748736
80	Land in Box Hill Drive, off Erskine Street, Armidale, access denial strip	Lots 55 and 56, DP 813182; Lot 83, DP 827568; Lot 62, DP 819329
56	Land in Box Hill Drive and Erskine Street, off Northey Drive, Armidale, access denial strips	Lots 34 and 35, DP 718892
25	Land in Bundarra Road, Armidale - Armidale Saleyards	Lots 1036 and 1060, DP 755808, Section 506
13	Land at 24 Centennial Close, Armidale	Lots 1 and 2, SP 40472, Section 184
CP3	Land in Cinders Lane, Armidale, designated as a public carpark	Part Lots 12 and 13, Lot 1, DP 114800, Section 5
45	Land in Cinders Lane, Armidale, laneway from carpark	Lot 6, DP 564754
89	Land in Cooks Road, Armidale, access denial strip	Lot 29, DP 838599
55	Land in Crest Road and Erskine Street, Armidale, access denial strip	Lots 15 and 16, DP 740876
93	Land at the rear of 196-200 Donnelly Street, corner Kirkwood and Donnelly Streets - Kirkwood Parkway, Armidale	Lot 53, DP 846398, Section 170
33	Vacant land at 72 Douglas Street, Armidale	Lot 1, DP 783749, Section 13
34	Vacant land at 74 Douglas Street, Armidale	Part Lot 3, Section 13
101	Land in Douglas Street, south of Dumaresq Creek, Armidale	Lot 1, DP 187281, Section 181
19	Land at 120 Dumaresq Street, Armidale - City Band Room Site	Lot 11, DP 42052, Section 2
21	Land at 121 Dumaresq Street, Armidale	Lot 9, DP 565499, Section 176

NSW ICAC EXHIBIT

	Location	Description
CP9	Land at 186 Dumaresq Street, Armidale - Armidale Swimming Centre Carpark	Part Lots 2 and 3, Section 171
51	Land in Dumaresq Street, corner Martin Street, Armidale, access denial strip	Lots 17 and 18, DP 771261
22	Land in Dumaresq Street, Armidale - Armidale Swimming Centre	Lots 2 and 3, Section 171
CP7	Land bounded by Dumaresq Street and Jessie Street, Armidale, designated as a public carpark	Lots 13 and 14, DP 574307; Lot 23, DP 621344, Section 173
94	Land at 83-89 Erskine Street (16-26 Taylor Street), Armidale - part of Bruce Browning Park	Part Lot 883, DP 755808
91	Land in Erskine Street (Kurrajong Close), Armidale, access denial strip	Lots 19 and 20, DP 843554
42	Vacant land in Erskine Street, east of Centennial Close, Armidale	Part Lots 5 and 6, Part Lot 38, DP 731316
81	Land in Erskine Street, off Howard Place and Centennial Close, Armidale, access denial strip	Part Lot 22, DP 258840; Lots 39 and 40, DP 731316
48	Land in Erskine Street, corner Kennedy Street, Armidale, access denial strip	Lot 5, DP 827576
72	Land in Erskine Street, off Fittler Close, Armidale, access denial strip	Lot 18, DP 818595
65	Land in Erskine Street, off Grantham Place, Armidale, access denial strip	Lot 18, DP 251408
79	Land in Erskine Street, off Northey Drive, Armidale, access denial strip	Lots 39, 40 and 41, DP 789128
69	Land in Erskine Street and Cooks Road, off Williams Place, Armidale, access denial strips	Lots 19, 20 and 21, DP 816182
102	Land in Erskine Street, Cooks Road and Daisy Hill Drive, Armidale	Lots 2 and 3, DP 838837
58	Land in Erskine Street and McDonald Drive, Armidale	Lots 30 and 31, Part Lot 32, DP 713862
98	Land in Erskine Street and Kennedy Street, corner Aldred Avenue, Armidale	Lots 27 and 28, DP 849394
86	Airspace above road reserve at 111 Faulkner Street, Armidale	Lot 1, DP 815964
35	Land at 118-120 Faulkner Street, Armidale	Lot 16, DP 528282, Section 5
11	Land at 141-141A Faulkner Street, Armidale - Kent and Hughes Houses	Lots 1, 2 and 3, DP 741631, Section 9
14A	Land in Faulkner Street, Armidale - Armidale Public Library	Part Lots 12 and 13, Section 5
14B	Land in Faulkner Street, Armidale - Armidale Folk Museum	Part Lot 13, Section 5
CP1	Land bounded by Faulkner Street and Dumaresq Street, Armidale, designated as a public carpark	Part Lots 12 and 13, Lot 26, DP 578544; Lot 19, DP 564706; Lot 21, DP 564704; Lot 15, DP 554363; Lot 9, DP 578363; Lot 10, DP 586855; Part Lot 7; Lot 7, DP 580595; Lot 23, DP 607519, Section 3
36	Vacant Land at 8 Fitzgerald Avenue, Armidale	Lot 19, DP 16570, Section 41
67	Land in Galloway Street, east of Soudan Terrace, Armidale, access denial strip	Lot 4, DP 253268
3A	Land in Garibaldi Street, Armidale - South Hill Reservoir	Lots 1 and 2, Part Lots 3, 4 and 20, Section 73
78	Land in Glen Innes Road, Armidale, access denial strip	Lot 3, DP 836910
105	Land in Golgotha Street, off Dumaresq Street, Armidale, access denial strip	Lot 7, DP 258847
60	Land in Kelly's Plains Road and Ross Street, Armidale, access denial strips	Lots 11 and 12, DP 259244
88	Land off Kennedy and Hampden Streets, Armidale	Lots 5, 6, 7 and 8, Section 89
77	Land in Lynches Road, west of Markham Street, Armidale, access denial strip	Lot 26, DP 816133
49	Land in Madgwick Drive, Armidale, access denial strip	Lot 2, DP 800449
1	Land at 90 Madgwick Drive, Armidale - Pump Station	Lot A, DP 341798, Section 618
82	Land in Mann Street West, Armidale - Stock Route, rear of Lot 5, DP 581391	Lot 4, DP 581391, Section 594

	Location	Description
43	Land in Mann Street West, Armidale - Stock Route , rear of Lot 10, DP 579803	Lot 9, DP 579803
28	Land at 66 Mann Street, Armidale - East Armidale Tennis Club	Part Lots 10, 11 and 12, Section 147
6	Land at 279-289 Mann Street, Armidale - Armidale City Council's Works Depot	Part Lots 1-3 , DP 579803; Part Lot 527, Lot 10, DP 579803; Lot 11, DP 738360, Section 504
17	Land at 82 Marsh Street, Armidale - Armidale Visitors' Centre & Coach Station	Part Lot 2, DP 613782, Section 157
84	Land in Martin Street/Mott Street, Armidale - Stock Route	Lot 7, DP 537050
53	Two parcels of land in Milson Place, Armidale, as public reserve/access denial strips	Lots 41 and 42, DP 786525
CP11	Land in Moore Street, Armidale, designated as a public carpark	Lot 10, DP 42052, Section 4
31	Land at 65 Mossman Street, Armidale	Lot B, DP 412426, Section 147
CP6	Land in Naughten Avenue, Armidale, designated as a public carpark	Lot 14, DP 625233; Lots 16 and 18, DP 625134; Lot 20, DP 625135; Lot 22, DP 624946, Section 11
63	Land in New England Highway, off Cotterell Place, Armidale, access denial strips	Lots 11 and 12, DP 259914
76	Land in the New England Highway, off Link Road, Armidale, access denial strips	Lots 22, 23 and 24, DP 829599
62	Land in New England Highway, off Moyes Street, Armidale, access denial strip	Lot 72, DP 253419
68	Land in New England Highway, off Moyes Street, Armidale, access denial strip	Lot 64, DP 253418
39	Land in Newton Street, Armidale - Drummond Park Reservoir	Lot 1174, DP 748415, Section 108
44	Land in Niagara Street, corner Brewery Lane, Armidale, access denial strip	Lot 190, DP 828921
29	Land in O'Connor Road, Armidale - Armidale Lawn Cemetery	Lots 1,2,3,4,5,6,7,8,9,10,11 and 12, Lots 575 to 584, DP 755808, Sections 76 and 401, and closed roads
97	Vacant land in Proctor Street, Armidale	Lot 23, DP 1160, Section 415
74	Land in Queen Elizabeth Drive, off Fiona Place, Armidale, access denial strip	Lot 3, DP 818402
99	Land in Rockvale Road (Rockvale Gardens Subdivision), Armidale, access denial strip	Lot 17, DP 856074
27	Land in Rockvale Road, Armidale - North Hill Tennis Club	Part Lot 907, DP 755808, Section 209
7	Land in Roseneath Lane, Armidale - Landfill Site	Lot 2, DP 820293, Section 314
38	Land in Roseneath Lane, Armidale -Landfill Site Extensions	Lot 2, DP 808124, Section 314
100	Land in Roseneath Lane (108-134 Long Swamp Road), Armidale - Waste Transfer Station	Lot 1, DP 808124, Section 314
3B	Land in Ross Street, Armidale - Southern High Level Reservoir	Lot 5, DP 597273; Lot 3, DP 548104
54	Land in Ross Street, Armidale, access denial strip	Lots 17 and 48, DP 732610; Part Lot 7, DP 732610
87	Land in Ross Street, Armidale, access denial strip	Lot 10, DP 836850, Section 414
64	Land in Ross Street, off Dalton Drive, Armidale, access denial strip	Lot 85, DP 251062
66	Land in Ross Street, off Hawthorn Close, Armidale, access denial strip	Lot 29, DP 251480
73	Land in Ross Street, off The Avenue, Armidale, access denial strip	Part Lot 50, DP 732610
52	Land in Ross Street, off Wyevale Close, Armidale, access denial strip	Lot 41, DP 785370
CP2	Land in Rusden Street, Armidale, designated as a public carpark	Lot 34, DP 83557; Lot 1, DP 361497; Lots 8 and 11, DP 534199; Lot 1, DP 745091; Lot 53, DP 748416; Lots 54 and 55, DP 774394; Lot 10, DP 534199; Lot 1, DP 524359, Section 4
10	Land at 129 Rusden Street, Armidale - Old Council Chambers	Part Lot 12, Plan 927, Section 5
8	Land at 135 Rusden Street, Armidale - Civic Administration Building	Lot 2, DP 908245; Part Lot 15, Section 5

NSW ICAC EXHIBIT

	Location	Description
CP4	Land at 149, 153 to 155 Rusden Street, Armidale, designated as a public carpark	Lots 3 and 4, DP 532766; Lot 10, DP 524567; Lots 13 and 14, DP 525216; Lot 5, DP 527670; Part Lot 1, Lot X, Part Lot Y, Lot 1, DP 514815, Section 6
90	Land at 188 Rusden Street, Armidale - Womens' Housing Group	Lot 21, DP 579804
CP5	Land in Rusden Street, between Taylor and Marsh Streets, Armidale, designated as a public carpark	Lot 16, Plan 927, Section 10
9	Land in Rusden Street, Armidale - Armidale Town Hall	Part Lot 12, Section 5
83	Vacant land at 46-48 Tancredi Street, Armidale	Lots 4 and 5, Section 604
70	Land in Tancredi Street, off Alahna Drive, Armidale, access denial strip	Lot 36, DP 814786
50	Land in Tancredi Street, corner Martin Street, Armidale, access denial strip	Lot 53, DP 801521
59	Land in Tancredi Street, off Samuelson Crescent, Armidale, access denial strip	Lots 14, 15 and 16, DP 263611
61	Land in Tancredi Street and Golgotha Street, Armidale, access denial strip	Lot 18, DP 261220
71	Land in The Avenue, off Ross Street and Markham Street, Armidale, access denial strip	Lot 10, DP 732610
16	Land in The Avenue, Armidale - St Patrick's Reservoir and access road	Lot 70, DP 778232
2	Land in Thorndike Lane and Link Road, Armidale	Lot 2, DP 223507; Lot 3, DP 600775
57	Land in White Avenue, Armidale, access denial strip	Lot 21, DP 711016

Part 2 Land classified, or reclassified, under amended section 30 of Local Government Act 1993 – interests not changed

Part 3 Land classified, or reclassified, under amended section 30 of Local Government Act 1993 – interests changed

Column 1 Locality	Column 2 Description	Column 3 Trusts etc not discharged
Armidale		
Near Ash Tree Drive	Part Lot 56, DP 616895 and part Lot 82, DP 785077, as shown edged heavy black on Sheet 2 of the map marked "Armidale Local Environmental Plan 1988 (Amendment No 28)"	Easements to drain water as noted on Certificates of Title Folio Identifiers 56/616895 and 82/785077.
Between Beardy Street ad Dumaresq Creek	Lot 11, D.P. 25398 – *Armidale Local Environmental Plan 1988 (Amendment No 23)*	Nil.
Link Road	Lots 14 and 15, DP 569694, as shown edged heavy black on Sheet 1 of the map marked "Armidale Local Environmental Plan 1988 (Amendment No 28)"	Easement to drain water as noted on Certificate of Title Folio Identifier 14/569694.

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Drainage Plan

OWNER.....

Details Plan No. 8

Reg. Plan No. 76/193 95/43

ADDRESS.....

Fee..... No.....

Property Situated: Allotment..... Section..... Street 174 Beardy St.

REFERENCE

D.T.—Disconnector Trap
S.T.—Silt Trap
Y.S.—Yard Sink
G.I.T.—Grease Interceptor Trap
C.I.P.—Cast Iron Pipes
S.P.D.—Stoneware Pipe Drain
I.C.—Inspection Chamber
M.H.—Manhole
C.B.—Cleaning Bend
I.S. - Inspection Shaft
Y.G. - Yard Gully

C.P.—Cleaning Pipe
C.J.—Cleaning Junction
V.S.—Vertical Shaft
V.P.—Vent Pipe
E.V.—Educt Vent
S.V.P.—Soil Vent Pipe
W.S.—Waste Stack
S.W.—Safe Waste
P.V.C.
80 mm or 100 mm
SCALE: 40 Feet to 1 Inch

1. W.C.
2. Kitchen sink
3. Laundry Tubs
4. Bath
5. Basin
6. Sink
7. Urinal
8. Floor Waste
9. Shower
10. Washing Machine
11. Stack/Educt vent

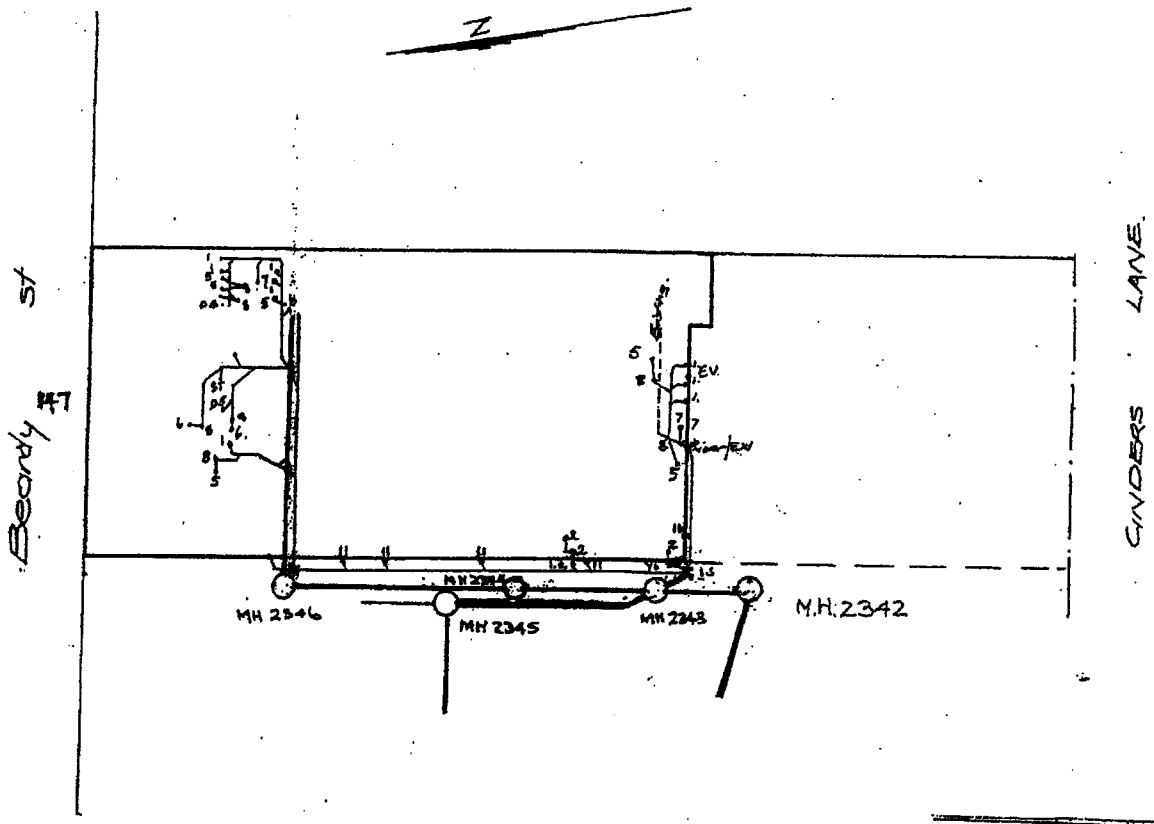
Branch about.....feet from.....approx. depth.....feet.....

All drainage and plumbing work must be carried out strictly in accordance with the provisions of the Local Government Act and Ordinances and the requirements of the Council.

This plan is the property of the owner and must be returned to him on completion of the work.

Rain or surface water must not be discharged in to the Sewers.

On the satisfactory completion of this work a certificate will be issued by the Council.



This drainage diagram is issued in response to the relevant fees paid

Receipt No 220805

Name Mary Austin

Date 5/10/05

Signed
For Shane Burns
General Manager

D. Crawford

Amended 5/10/2005

Amended 13/8/96

Date 7/3/77

NSW ICAC EXHIBIT

LIQUOR ACT 1982 NO.147

HOTELIER'S LICENCE

PREMISES LICENCE NUMBER 108451

To the Licensee

Tattersalls Hotel

PO Box 053

UNE ARMIDALE 2351

The Person named in this license is authorised to sell and dispose of liquor for consumption whether or not on the licensed premises in accordance with the Liquor Act 1982.

Except during any period of suspension this licence continues in force provided the licence has not been surrendered or cancelled.

Location of Licensed Premises :
The Mall, 174 Beardy Street ARMIDALE

Date of Grant : 27th September, 1957

Current Holder : Snell Steven John

Date of Appointment of Current Holder : 7th May, 1998

Extended Trading Hours

Monday	05:00AM to 03:00AM
Tuesday	05:00AM to 03:00AM
Wednesday	05:00AM to 03:00AM
Thursday	05:00AM to 03:00AM
Friday	05:00AM to 03:00AM
Saturday	05:00AM to 03:00AM

SECTION 25(7) ENDORSEMENT.
Area: Whole of the licensed premises.
(Varied on 19 JUL 1999)

PRINCIPAL REGISTRAR, SYDNEY

Registry: ARMIDALE

Police District : NEW ENGLAND

Date Licence Printed : 10 JUL 2002

LICENSING COURT OF NEW SOUTH WALES

NSW ICAC EXHIBIT

LIQUOR ACT 1982 NO.147

HOTELIER'S LICENCE

PREMISES LICENCE NUMBER 108451

Authorised Areas

Whole of Middle Bar Area.
(Varied on 14 APR 1998)

Special Conditions

CONDITIONS IMPOSED BY THE COURT ON 28 JUN 2002 AT THE REQUEST OF POLICE:

The main entrance doors of the licensed premises to close at 12.30 am and no person will be permitted entry after that time.

Service of all alcoholic drinks to cease at 2.30 am. Non-alcoholic beverages and food may still be sold until clsoosing time.

The Armidale Licensed Premises "Code of Conduct" to be constantly maintained and enforced.

SECTION 25(2) ENDORSEMENT CONDITIONS:

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Police District : NEW ENGLAND

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The licensee shall take all reasonable steps to prohibit or restrict activities (such as promotions or discounting) that could encourage misuse or abuse of liquor (such as binge drinking or excessive consumption).

The licensee is to maintain a register which is to contain a copy of the certificate of the satisfactory completion of the Responsible Service of Alcohol course by the licensee and for employees who have completed the course. The register is to be made available for inspection on request by a police officer or special inspector.

The licensee must as a minimum continually apply the house policies and practices on harm minimisation and responsible service of alcohol tendered to the Court at the time the application was granted. A copy of the house policy is to be maintained in the register in which the certificates of completion of the responsible service of alcohol course are filed. The house policy is to be continually updated by additions that do not diminish from the issues approved by the Court and reflect legislative requirements, court, industry and Department of Gaming and Racing recommendations.

The "No More Its The Law" and four (4) house policy posters developed by the Liquor Industry Consultative Council (available from the Department of Gaming and Racing) must be prominently displayed throughout the premises.

In addition to any other notice required to be displayed there is to be prominently displayed in the premises, the "Intoxication" sign and at each public entrance way to the premises the "Proof of Age" poster (available from the Department of Gaming and Racing).

The Liquor Industry Code of Practice for the Responsible Promotion of Alcohol Products (available from the Department of Gaming and Racing) must be adopted in respect of the premises. A copy of the code must be displayed in a position in the premises where it will be readily available

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to and noticed by all staff involved in the sale and supply of liquor.

Low alcohol beer and non-alcoholic beverages must be available at all times when full strength liquor is available. The pricing structure of low alcohol beverages is to reflect the lower wholesale cost of those beverages.

Food must be available whenever liquor is consumed on the licensed premises.

In respect of all approvals to sell liquor at a function to be held on premises other than the premises to which the licence relates the following additional conditions are imposed:-

All liquor supplied at the function must be opened by staff.

The licensee or a manager who has completed the approved responsible service of alcohol course must be in attendance for the duration of the function to supervise the sale and supply of liquor.

The area subject of the application is only that area of the hotel as shown in red on the plans accompanying the application.

If the number of customers present upon the licensed premises after 12:00 midnight was less than one hundred (100), there would be one (1) staff member who holds a securities licence stationed at the principal entranceway to the licensed premises after 12:00 midnight. There need not be any other security staff or external security personnel.

If the number of patrons present after 12:00 midnight was in excess of one hundred (100) but less than two hundred (200), then there would be one (1) staff member (being the holder of a securities industries licence) stationed at the principal

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entranceway to the licensed premises after 12:00 midnight together with one (1) licensed security personnel to patrol a defined patrol area.

If the number of patrons present upon the licensed premises after 12:00 midnight was in excess of two hundred (200) then there would be two (2) staff members (each of whom holds a securities industry licence) stationed at the principal entranceway to the licensed premises after 12:00 midnight together with two (2) private security personnel patrolling a defined area.

The defined area over which the private security personnel will patrol will be the Mall, the Cinders Lane Car Park, the area immediately adjacent to the rear of the Armidale City Council building, Rusden Street between Dangar Street and Falconer Street and Falconer Street between Dangar Street and Cinders Lane.

On any night that the hotel trades after 12:00 midnight, the licensee is to arrange a mini bus shuttle service between the hotel and the residential colleges of the University of New England Campus.

The LA10* noise level emitted from the licensed premises shall not exceed the background noise level in any Octave Band Centre Frequency (31.5Hz - 8kHz inclusive) by more than 5dB between 07:00 am and 12:00 midnight at the boundary of any affected residence.

The LA10* noise level emitted from the licensed premises shall not exceed the background noise level in any Octave Band Centre Frequency (31.5Hz - 8kHz inclusive) between 12:00 midnight and 07:00 am at the boundary of any affected residence.

Notwithstanding compliance with the above, the noise from the

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licensed premises shall not be audible within any habitable room in any residential premises between the hours of 12:00 midnight and 07:00 am.

Interior noise levels which still exceed safe hearing levels are in no way supported or condoned by the Liquor Administration Board.

* For the purposes of this condition, the LA10 can be taken as the average maximum deflection of the noise emission from the licensed premises.

SECTION 25(7) ENDORSEMENT CONDITIONS:
All doors to the premises to be closed at 12:30 am and no further patrons to be admitted to the premises after that hour.

No alcoholic beverages to be sold to patrons after 02:30 am until closing of the premises.

At any time the gaming room is open for operation at least one (1) bar must also be open elsewhere in the hotel for the sale of liquor. This condition is to apply until 5 March 2000. (Imposed on 19 JUL 1999)

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Registry: ARMIDALE

Police District : NEW ENGLAND

Date Licence Printed : 10 JUL 2002

LICENSING COURT OF NEW SOUTH WALES

NSW ICAC EXHIBIT

Application Number 61537

SCHEDULE TO PREMISES NUMBER 108451

Issued: 21 July 2004

Tattersalls Hotel
The Mall, 174 Beardy Street
ARMIDALE 2350

In accordance with the Gaming Machines Act, 2001, this schedule forms part of your hotelier's licence and records those approved gaming machines which you are authorised to keep and operate on your premises as a condition of your licence.

By this instrument the Board imposes or varies a condition on your licence authorising you to keep and operate the following identified approved gaming machines within a restricted area of your hotel:

#	Machine Name	Serial Number	Spec. Number	Var	Den	Date of Author.	Class	GMID
01.	ROAD STAR	XXA000518	39.A0006	1	$1	05/11/03	PM	203336
02.	QUEEN OF THE NILE	XAW315573	1.A0102	99	1c	31/05/99	PM	205447
03.	DOLPHIN TREASURE	XAW315574	1.A0090	99	1c	11/05/00	PM	205448
04.	GOLDEN PYRAMIDS	XAW333938	1.A0108	99	1c	20/08/99	PM	231543
05.	GOLDEN PYRAMIDS	XAW344193	1.A0108	99	1c	07/05/02	PM	238031
06.	POMPEII	XAW603903	1.A0627	99	1c	07/05/02	PM	300391
07.	GEISHA	XAW603904	1.A0609	99	1c	07/05/02	PM	300392
08.	DIAMOND EYES	XAW705314	1.A0649	99	1c	01/08/03	PM	321901
09.	TRIPLE POWER	XAW705315	1.A0683	99	1c	01/08/03	PM	321902
10.	BLACK BRUMBY	XAW705316	1.A0660	99	1c	01/08/03	PM	321903
11.	INCAN PYRAMID	XXA011176	39.A0097	99	1c	08/05/02	PM	322529
12.	KING OF THE SEA	XXA012919	39.A0146	99	1c	19/05/04	PM	343466
13.	WILD PARADISE WILDFIRE	XXA012920	39.B0015	5	1c	17/08/04	PM	343467
14.	KING OF THE NILE	XAW807259	1.A0692	2	1c	01/08/03	PM	343546
15.	CHOY SUN DOA	XAW807260	1.A0667	99	1c	01/08/03	PM	343547

Tattersalls Hotel Plant Equipment

Qty	ITEM	MAKE	MODEL	SER.NO	DATE PURCH
2	Beer Plumbing Upgrade				03-May-1999
1	Fire Extinguisher Box		wheeler rice		10-Feb-1999
1	TABLES X3	DIGGERS RES	ROUND		14-Aug-1997
1	Security Screens	window			29-Jun-1998
2	Zip Drive				30-Apr-2000
1	TELEPHONE SYSTEM		COMMANDER		20-Nov-1997
2	Fire Extinguisher Box		duncans		31-Mar-1999
1	DBA coder	Wormald			25-Jun-1998
1	FIRE ALARM LINE	TELSTRA			21-May-1998
1	rearrange electricity metering				17-Aug-1998
1	Door Closers and Installation				10-Aug-1998
2	Stool (x3)	Richmond			08-Mar-1999
1	BLINDS X 5				02-Jul-1997
1	Microwave	Whirlpool	1200 watt		16-Mar-1998
1	Turbo Dryer				11-Aug-1999
1	Supply of Lunar Green Vinyl				30/05/2003
1	Twin Seat Stools (4)				22-May-2000
1	Non Slip Matting x3	vyna-grip			25-Mar-1998
1	Photographs x4	rugby			08-Sep-1998
1	COMBI OVEN	Convotherm	10:10	OON 25956-3	15-Oct-1996
2	Smoke arrestors - install				15-Oct-1998
1	Glass Chiller				21-Dec-1999
1	Fire alarms				22-Apr-1999
1	Washing Machine	maytag	7.5kg		29-Jun-1999
1	Single Bed Ensemble				24/04/2003
3	Table (*8)	1800*750*32			08-Mar-1999
1	Cash Register				10-Feb-1999
1	BEDDING				11-Jul-1998
4	FOOT TOWEL X 73				11-Feb-1997
1	Lounge	Vancouver			28-Oct-1999
1	Chalk Board				08-Feb-2000
1	Computer system incl warranty	Compaq	MT320	H309LC6Z02	31/05/2003
1	SAFE	CMIS4			27-Aug-1997
1	Laserjet	Hewlett Pack	3380 MFP	SSGBSB104V	18/05/2004
1	Bar Stools x10	Buick			21/05/2002
1	Fryer	Hobart Gas			10-Feb-2000
1	Lighting	Andrew King			30/03/2005
1	Hallway Repairs		DM Ayres		25/05/2004
1	Bed Ensemble				15/06/2004
1	Carpet Cleaner	Florida California			13-Aug-1999
2	Bar Stools x15	Buick			29/05/2002
	SHEET SETS X30	D/BED			11-Feb-1997
2	Room upgrades				23/07/2002
1	Stage Barrier	David Ayre Fine Furniture			27/07/2004
1	Hot Water System				11-Mar-1998
2	Hot Water System - Balance				01-Mar-1998
1	BEER PLUMBING				27-Mar-1997
1	AIR FILTER X4	TRION			14-Jul-1998
1	Glass Washer	Manitowoc			6/05/2003
1	Chair - Lounge (x67)	Telarah	Gumnut		08-Mar-1999
1	Replace Vinyl	Wilkinson			21/07/2004
3	TOWEL X 169	61X122CM			11-Feb-1997
1	Link - jackpot system	Trans-lux			1/12/2001
1	Ice Machine	Manitowoc		020860440	6/02/2003
	SHEET SETS X115	S/BD			11-Feb-1997
	Miscellanious Equipment				Various

NSW ICAC EXHIBIT

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.

For example, as purchaser you should be satisfied that finance will be available at the time of completing the purchase (even if settlement might occur many months after signing this contract - in particular, if you are buying off the plan).

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	a bank as defined in the Banking Act 1959, the Reserve Bank or a State bank;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor*);
document of title	document relevant to the title or the passing of title;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in section 4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and drawn on its own funds by - • a *bank*; or • a building society, credit union or other FCA institution as defined in Cheques Act 1986; that carries on business in Australia; or if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
terminate	terminate this contract for breach;
vendor duty	vendor duty imposed under Chapter 4 of the Duties Act 1997;
within	in relation to a period, at any time before or during the period;
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road.

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.

NSW ICAC EXHIBIT

2.4 The purchaser can pay any of the deposit only by unconditionally giving cash (up to $2,000) or a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.

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

2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 and 3 do not apply.

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 and 3 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*, credit union or permanent building society, 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 Payment of vendor duty out of the deposit

3.1 This clause applies only if this contract says the deposit can be used to pay vendor duty.

3.2 If the amount held by the *depositholder* (disregarding the value of any bond or guarantee) exceeds the amount of *vendor duty*, the *parties* direct the *depositholder* to release the amount of *vendor duty* on the following terms -

3.2.1 the *depositholder* is to draw a *cheque* ("the vendor duty cheque") in favour of the Office of State Revenue and in a form acceptable to the Office of State Revenue for payment of *vendor duty;*

3.2.2 the *depositholder* is not to draw that *cheque* earlier than 14 days before the completion date; and

3.2.3 the receipt of a letter from the vendor's *solicitor* requesting the vendor duty cheque will be sufficient authority for the *depositholder* to draw and release that cheque.

3.3 The vendor's *solicitor* will use the vendor duty cheque for the sole purpose of payment of the *vendor duty* relating to this transaction.

3.4 If this contract is not completed in circumstances that there is, or may be, no liability for *vendor duty* -

3.4.1 if the vendor duty cheque has been forwarded to the vendor's *solicitor* but has not been used to pay *vendor duty*, that cheque must be returned immediately to the *depositholder* for cancellation;

3.4.2 if the vendor duty cheque has been used to pay *vendor duty* -

- the amount of *vendor duty* is repayable upon demand;
- the vendor must lodge an application for refund of *vendor duty;* and
- the vendor irrevocably authorises the Office of State Revenue to pay to the *depositholder* the refund of *vendor duty;*

3.4.3 each *party* must do whatever else is necessary to ensure that the *party* whose funds were used to pay *vendor duty* receives the refund; and

3.4.4 rights under this clause continue even if the contract has been *rescinded* or *terminated.*

4 Transfer

4.1 *Normally*, the purchaser must *serve* the form of transfer at least 14 days before the completion date.

4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.

4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.

4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

4.5 If this sale is exempt from *vendor duty* -

4.5.1 the vendor can (but does not have to) *serve* an application for exemption from *vendor duty* in the form satisfactory to the Office of State Revenue *within* 7 days after the contract date;

4.5.2 if that application is attached to this contract or has been provided to the purchaser before the contract date, the application is *served* on the contract date; and

4.5.3 if the vendor complies with clause 4.5.1 -

- the purchaser must have the form of transfer marked by the Office of State Revenue in relation to *vendor duty* before *serving* the form of transfer; and
- on completion the vendor must pay to the purchaser $33.

5 Requisitions

If the purchaser is or becomes entitled to make a *requisition*, the purchaser can make it only by *serving* it -

5.1 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 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 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.

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7 Claims by purchaser

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; 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.

8 **Vendor's right to rescind**

The vendor can *rescind* if -

8.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition;*

8.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service.*

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 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).

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11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant -

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for -

12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or

12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

13.1 In this clause, enterprise, input tax credit, margin scheme, supply of a going concern, tax invoice and taxable supply have the same meanings as in the *GST Act*.

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, pay an expense of another party or pay an amount payable by or to a third party (for example, under clauses 14 or 20.7) -

13.3.1 the *party* must adjust or pay on completion any GST added to or included in the amount; but

13.3.2 if this contract says this sale is a taxable supply, and payment would entitle the *party* to an input tax credit, the adjustment or payment is to be worked out by deducting any input tax credit to which the party receiving the adjustment is or was entitled and adding 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 completion date, 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, 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.

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 and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must adjust land tax for the year current at the *adjustment date* -

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year -

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so -

14.6.1 the amount is to be treated as if it were paid; and

14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Completion date

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

16 Completion

- **Vendor**

16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.

16.4 The legal title to the *property* does not pass before completion.

16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser, plus another 20% of that fee.

16.6 If the purchaser *serves* a land tax certificate showing a charge on any of the land, on completion the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the land.

- **Purchaser**

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque*, the price (less any deposit paid) and any other amount payable by the purchaser under this contract (less any amount payable by the vendor to the purchaser under this contract).

16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.

16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.

16.10 On completion the deposit belongs to the vendor.

- **Place for completion**

16.11 *Normally*, the *parties* must complete at the completion address, which is -

16.11.1 if a special completion address is stated in this contract - that address; or

16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or

16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.

16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.

16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if -

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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 Part 2, 3, 4 or 5 Landlord and Tenant (Amendment) Act 1948).

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 mentioned in Schedule J of the Supreme Court Rules 1970.

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 4.3);
20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
20.6.5 *served* if it is sent by fax to the *party's solicitor*, unless it is not received;
20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay -
20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 11, 13, 14, and 17 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* includes 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 page 1) are, to the extent of each *party's* knowledge, true, and are part of this contract.

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

21 Time limits in these provisions

21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.

21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.

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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 clause 2 (deposit).

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

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 -

'change', in relation to a scheme, means -

- a registered or registrable change from by-laws set out in this contract or set out in *legislation* and specified in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

'common property' includes association property for the scheme or any higher scheme;

'contribution' includes an amount payable under a by-law;

'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;

'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;

'the *property*' includes any interest in common property for the scheme associated with the lot;

'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 sinking fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.

23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

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 levied before the contract date (unless it relates to work not started by that date), even if it is payable by instalments;

23.6.2 the vendor is also liable for it to the extent it relates to work started by the owners corporation before the contract date; and

23.6.3 the purchaser is liable for all other contributions levied 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.

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 not disclosed in this contract; or
- 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; or

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme substantially disadvantages the purchaser and is not disclosed in this contract.

23.10 The purchaser must give the vendor 2 copies of a proper form of notice of the transfer of the lot addressed to the owners corporation and signed by the purchaser.

23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.

23.12 Each *party* can sign and give the notice as agent for the other.

23.13 The vendor must *serve* a certificate under section 109 Strata Schemes Management Act 1996 or section 26 Community Land Management Act 1989 in relation to the lot, the scheme or any higher scheme at least 7 days before the completion date.

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23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision.

23.15 On completion the purchaser must pay the vendor the prescribed fee for the certificate.

23.16 The vendor authorises the purchaser to apply for the purchaser's own certificate.

23.17 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.

23.18 If a general meeting of the owners corporation is convened before completion -

23.18.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and

23.18.2 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 -

- any of Parts 2 to 7 of the Retail Leases Act 1994 applies to the tenancy, unless this contract discloses that the tenancy commenced on or after 1 August 1994;
- a disclosure statement required by the Act 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 Act.

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 earnt by the fund that has been applied for any other purpose;
- 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; and

24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;

24.4.3 the vendor must give to the purchaser -

- a proper notice of the transfer addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given to the tenant 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.

24.5 Rights under this clause continue after completion, whether or not other rights continue.

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25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) -
25.1.1 is under qualified, limited or old system title; or
25.1.2 on completion is to be under one of those titles.
25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
25.4.1 shows its date, general nature, names of parties and any registration number; and
25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
25.5 An abstract of title -
25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
25.5.3 *normally*, need not include a Crown grant; and
25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
25.6 In the case of land under old system title -
25.6.1 in this contract 'transfer' means conveyance;
25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
25.7 In the case of land under limited title but not under qualified title -
25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
25.8 The vendor must give a proper covenant to produce where relevant.
25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) is restricted title land (land that cannot be transferred without consent under *legislation*).
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 If the *legislation* is the Western Lands Act 1901 each period in clause 27.6 becomes 90 days.
27.8 If the land or part 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 completion date becomes the later of the completion date and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

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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.
28.4 Either *party* can serve notice of the registration of the plan and every relevant lot and plan number.
28.5 The completion date becomes the later of the completion date and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to a plan that is to be registered before the plan is registered.

29 Conditional contract

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