

Contract for the sale and purchase of land 2019 edition

TERM
 vendor's agent **MEANING OF TERM**
 Your Commercial Property Specialist
 PO Box 4112, COFFS HARBOUR NSW 2450

NSW DAN:
 Phone: 02 5606 2444
 Ref: Damon Rootes

co-agent

vendor **Ted Ovens Developments Pty Ltd ATF Ted Ovens Developments Unit Trust**
 Suite 10//3 Ted Ovens Drive, Coffs Harbour, NSW 2450 ABN: 92 524 769 252

vendor's solicitor **Adendorffs Solicitors & Conveyancers**
 1, 57 Grafton Street, Coffs Harbour NSW 2450
 DX 7556 COFFS HARBOUR
 Phone: 6651 6586
 Email: michael@adendorffs.com.au
 Fax: 6651 3433
 Ref: MA:AS:123265

date for completion **42nd day after the contract date** (clause 15)
 land (address, plan details and title reference) **Sulte 7 and suite 8, 3 Ted Ovens Drive, Coffs Harbour, New South Wales 2450**
Registered Plan: Lot 7 and Lot 8 in Plan SP101893
Folio Identifier 7 /SP101893 and 8/SP101893

improvements VACANT POSSESSION subject to existing tenancies
 HOUSE garage carport home unit carspace storage space
 none other: Commercial Unit

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 dishwasher light fittings stove
 built-in wardrobes fixed floor coverings range hood pool equipment
 clothes line insect screens solar panels TV antenna
 curtains other:

exclusions

purchaser **K & V Retirement PTY LTD ABN:**
 10 Trader Close, Coffs Harbour, NSW 2450


purchaser's solicitor **Paul Crane Lawyers**
 14 Kotara Place, Korora, NSW 2450
 PO Box 4101, Coffs Harbour NSW 2450
 Phone: 6653 7620
 Email: info@cranelaw.com.au
 Fax: 6638 9620
 Ref: Paul Crane

price **\$622,600.00**
 deposit **\$62,260.00**
 balance **\$560,340.00** (10% of the price, unless otherwise stated)

contract date **14 April 2021** (if not stated, the date this contract was made)

buyer's agent

vendor



GST AMOUNT (optional)
 The price includes
 GST of: \$56,600.00

witness

purchaser JOINT TENANTS tenants in common in unequal shares

witness

Choices

Vendor agrees to accept a **deposit-bond** (clause 3) NO yesNominated **Electronic Lodgment Network (ELN)** (clause 30):

Pexa

Electronic transaction (clause 30) no YES(If no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):**Tax information (the parties promise this is correct as far as each party is aware)**

Land tax is adjustable

 NO yes

GST: Taxable supply

 NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply

 NO yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment) NO yes (if yes, vendor must provide further details)If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.**GSTRW payment (GST residential withholding payment) – further details**

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

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

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

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

List of Documents

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

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

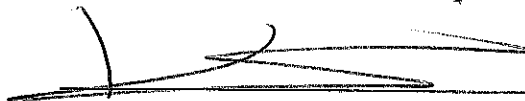
Ace Body Corporate Management (Coffs Harbour) PO Box 432 COFFS HARBOUR NSW 2450 02 6651 8252

SECTION 66W CERTIFICATE

I, Karen Lewis of Paul Crane Lawyers, Solicitor, certify as follows:

1. I am a Licensed Conveyancer currently admitted to practise in New South Wales;
2. I am giving this certificate in accordance with section 66W of the Conveyancing Act 1919 with reference to a contract for the sale of property at **Suite 7/3 Ted Ovens Drive, Coffs Harbour**, from **Ted Ovens Developments Pty Ltd ATF Ted Ovens Developments Unit Trust** to **K & V Retirement PTY LTD** in order that there is no cooling off period in relation to that contract;
3. I do not act for **Ted Ovens Developments Pty Ltd ATF Ted Ovens Developments Unit Trust** and am not employed in the legal practice of a solicitor acting for **Ted Ovens Developments Pty Ltd ATF Ted Ovens Developments Unit Trust** nor am I a member or employee of a firm of which a solicitor acting for **Ted Ovens Developments Pty Ltd ATF Ted Ovens Developments Unit Trust** is a member or employee; and
4. I have explained to **K & V Retirement PTY LTD**:
 - (a) The effect of the contract for the purchase of that property;
 - (b) The nature of this certificate; and
 - (c) The effect of giving this certificate to the vendor, i.e. that there is no cooling off period in relation to the contract.

Dated: 13/4/2021



ADDITIONAL CLAUSES FORMING PART OF THIS CONTRACT

BETWEEN **TED OVENS DEVELOPMENTS PTY LTD**
(vendor)

AND
(purchaser)

32 Whole agreement

In entering into this contract, the purchaser does not rely upon any warranty, representation or statement (whether oral or written) made or published by the vendor or by any person on behalf of the vendor or otherwise except such as are expressly made in this contract.

33 Land Tax

The vendor acknowledges that any liability as to payment of land tax on the property as provided in clause 14 will not merge on completion. If at the date of completion the purchaser is unable to obtain a certificate under Section 47 of the Land Tax Management Act to the effect that there is no charge for land tax on the property then the purchaser must accept a written undertaking from the vendor that the vendor will pay the vendor's liability as to land tax in respect of the property when an assessment issues and the vendor is required to discharge its liability for the payment of land tax in respect of the property within 60 days of written notification of the assessment. The purchaser acknowledges that the vendor is entitled to pay any land tax via the Land Tax Office's installment plan.

34 Notice to complete

Despite any rule of law or equity to the contrary, the vendor and the purchaser agree that any notice to complete under this contract will be reasonable as to time if a period of 14 days from the date of service of the notice is allowed for completion.

35 Capacity

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

- (a) dies or becomes mentally ill then either party may rescind this contract by written notice to the first party's solicitor and thereupon this contract will be at an end and the provisions of clause 19 apply; or

- (b) being a company has a summons or application for its winding up presented or has a liquidator, receiver or voluntary administrator of it appointed, or enters into any deed of company arrangement or scheme of arrangement with its creditors, then the first party will be in default under this contract.
- (c) The purchaser warrants that the purchaser has the legal capacity to enter into this contract.

36 Late completion

Provided that the vendor is ready, willing and able to give title to the purchaser, if this contract is not completed for any reason (other than the vendor's default) on or before the Completion date then in addition to any other right which the vendor may have under this contract or otherwise the purchaser will on completion of this contract pay to the vendor interest on the balance of the purchase price at the rate of 10% per annum calculated on daily balances, commencing on the Completion date and continuing until completion of this contract. This interest is a genuine pre-estimate of liquidated damages and will be deemed to be part of the balance of purchase money due and payable on completion.

37 Funds Transfer on Settlement

If settlement is effected by a transfer of funds to the trust account of the vendor's solicitor at the request of the purchaser then the purchaser shall pay in addition to the balance of the purchase money an allowance for bank cheques required.

38 Requisitions

The purchaser acknowledges that the only form of general requisitions on title that the purchaser shall be entitled to raise pursuant to clause 5 shall be in the form of the Requisitions on Title annexed to this contract ("Requisitions").

39 Claims Generally

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

40 Adjustments

- (a) The vendor and the purchasers must adjust under Clause 14.1 on a unit entitlement basis, any normal expenses of the Owners Corporation paid by the Vendor.

- (b) If at the date of completion no separate assessment has been issued for:
 - (i) council rates; or
 - (ii) water and sewerage rates, in respect of the Purchaser's lot for the current year the purchaser agrees to accept as the case may be for Item (i) or (ii) which is not separately assessed;
 - (iii) \$2,000.00 per annum as the amount payable for council rates; and
 - (iv) \$200.00 per quarter for water and sewerage rates, as the amounts adjustable under clause 14.
- (c) An adjustment in accordance with sub-clause (b) of this clause shall be on the basis that the amount being adjusted is paid.
- (d) If an adjustment is made in accordance with sub-clause (b) of this clause no regard shall be had to the actual assessment or assessment for council and water rates which are subsequently issued in respect of the property or the parcel.
- (e) If an adjustment is made in accordance with sub-clause (b) of this clause the vendor shall pay any assessment or assessments for council, water and sewerage rates which may be issued in respect of the purchaser's lot or the parcel for the current year at the date of completion or any part thereof on completion.

41. Claims on Early Occupancy

If the vendor gives any occupation of the property before completion pursuant to clause 18 then the purchaser agrees not to make a claim under clause 7, unless the purchaser gives notice to the vendor of any such claim on or before occupation is given.

42. No caveat

- (a) The purchaser must not, notwithstanding a beneficial interest in the property lodge nor cause to be lodged any caveat against the title of the property. If any caveat is lodged against the title to the property by the purchaser (or any person claiming an interest through the purchaser) then the purchaser hereby irrevocably appoints the vendor his true and lawful attorney to execute any withdrawal of caveat, consents or approvals and further hereby irrevocably instructs the vendor's solicitors (from time to time) to act in the name of and on the purchaser's behalf in preparation, execution and registration of any withdrawal of caveat and/or granting or consent or approval of the purchaser as caveator;
- (b) The purchaser indemnifies the vendor against any liability or loss arising from and any costs in connection with a breach by the purchaser of clause 43.1.

43. **By- Laws**

- (a) The Vendor discloses and the Purchaser accepts that the by-laws applicable to the Strata Scheme will be model by laws of a strata scheme attached herewith.
- (b) The Purchaser may not make any claim or requisition, delay completion, rescind or terminate this Contract because of any matter referred to or disclosed in the by-laws or as a result of the by-laws being adopted as the by-laws of the Strata scheme.

44. **Sewer Diagram**

The Vendor discloses and the Purchaser acknowledges that the sewer diagram and reference sheet annexed to this Contract may not be accurate and may not show the exact location of the sewer. The Purchaser will not make any requisition, objection, claim or rescind this Contract in relation to the sewer diagram.

45. **Representations, Warranties and Acknowledgements by the Purchaser**

The Purchaser represents and warrants that:

- (a) the terms and conditions set out in this Contract contain the entire agreement as concluded between the parties and the Purchaser acknowledges that they have not been induced to enter into this contract by any warranty or representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract.
- (b) the Purchaser was not introduced to the Vendor or the property by any real estate agent not referred to in this contract and the Purchaser must indemnify the Vendor against any claim for commission which might be made by any other agent resulting from any breach of this warranty.
- (c) The Purchaser acknowledges that the Vendor has entered into this Contract on the basis that the representation and warranties set out above are true and not misleading.

DA Approval

- 46.1 This Contract is conditional upon consent from Coffs Harbour City Council ("Council") to a Development Application (herein called "the Application") pursuant to the *Environmental Planning and Assessment Act 1979 (NSW)* to conduct a physio practice from the premises.
- 46.2 The Purchaser appoints the Vendor as its agent to make the Application and undertakes to assist the Vendor to make the Application within 14 days of the date of this Contract and will with no unreasonable delays pay all applicable fees, sign all documents and undertakings, make all disclosures and provide all information drawings and surveys as may then or thereafter be required by Council, and will pursue the Application thereafter with all reasonable endeavours.
- 46.3 The parties will inform one other from time to time and on request of the progress of the Application and all requirements or requisitions raised by Council and steps taken by the Purchaser in response or compliance.
- 46.4 The Vendor shall on request provide to the Council or the Purchaser their written consent and the owners corporation's consent to the Application in order to facilitate or permit the Application.
- 46.7 If by the Expiration Date, the Application is refused or is not granted (through no delay on the part of the Purchaser) or is granted subject to conditions which are not acceptable to the Purchaser (acting reasonably) then the Purchaser may prior to the Expiration Date rescind this Contract by notice in writing to the Vendor pursuant to clause 19 of the contract.
- 46.8 For the purposes of this Special Condition the term "Expiration Date" shall mean a date two months from the date of exchange.

47. Removal of adjoining wall

Following exchange of contracts, the Vendor hereby agrees to call an Extraordinary General Meeting subject to payment by the Purchaser of all and any fees chargeable by the Strata Manager and to include in the Agenda of that EGM a special resolution motion pursuant to section 108 of the *Strata Schemes Management Act 2015* to create the following by-law: "The Owners Corporation hereby grants to the Owner ("the Owner") for the time being of Lot 7 and Lot 8 ("the Lots") a special privilege in respect to the Common Property as Specified in Annexure "A".

ANNEXURE "A"

1. DEFINITIONS

- A. *In this by law, unless the content indicates otherwise, the following terms and expressions are defined to mean:*
"Act" means the *Strata Schemes Management Act 2015*
- B. "Lots" means Lot 7 & 8 in Strata Plan 101893
- C. "Council" means the Council of the City of Coffs Harbour.
- D. "Certificate of Title" means Certificate of Title Identifier CP/101893 being the Certificate of Title Identifier for the common property;
- E. "Owner" means the owner of the Lot from time to time.

- F. "Plan" means the plan annexed hereto and marked with the letter "A1"
- G. "Works" means, in relation to the Lots the installation of 2 passage ways in the connecting wall to connect the two lots in accordance with the Plan.

2. RIGHTS

- A The owners corporation is hereby authorised to consent to the Owner lodging a Development Application ("the Application") with the Council to carry out the Works.
- B Subject to the Council granting the Approval, the Owner is conferred with the special privilege in respect of the common property to undertake the Works in accordance with the Approval and to maintain the Works.

3 INDEMNITY AND INSURANCE

The Owner must indemnify the owners corporation against any legal liability, loss, claim or proceedings in respect of any injury, loss or damage whatsoever to the common property, or other property or person insofar as such injury, loss or damage arises out of or in the course of or by reason of the execution of the Works.

4 LICENSED CONTRACTOR AND COMPLIANCE

The Works must:

- A. Be done in a proper and workmanlike manner and by duly licensed contractors; and
- B. Use new materials which are of a colour and in keeping with the appearance of the building; and
- C. Must comply with all relevant regulations as set down by statutory authorities including the Council and be carried out in accordance with the Plan.

3. STATUTORY DIRECTIONS

In performing the Works the Owner must comply with all directions, orders and requirements of all relevant statutory authorities and shall ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

4. DISTURBANCE

The Owner shall ensure the Works are undertaken in such a way as to cause minimum disturbance or inconvenience to all Lot Owners or their occupiers.

5. DAMAGE

At the request of the owners corporation, the Owner shall make good any damage to the common property in the strata scheme caused directly or indirectly by the Works.

6. ADJACENT COMMON PROPERTY

All areas of common property adjacent to the Works or used for or in relation to the Works shall be maintained in a clean and tidy state while the Works are being carried out.

7. MAINTAIN COMMON PROPERTY

The Owner must maintain and repair all common property to which the Works are installed at the point of contact with the common property if any maintenance or repair is required to be done due to the installation of the Works and upon the Owner selling either of the Lots the Owner must restore the common property back to its original condition prior to the Works being carried out. The Owner hereby indemnifies the owners corporation against all costs incurred by the owners corporation arising out of or in the course of or by reason of the failure of the Owner to comply with its obligations herein.

8. APPEARANCE

The Owner must not keep or allow to be kept upon the Works anything which when viewed from outside the Lot is not in keeping with the rest of the building.

9. *This By-Law may only be repealed or amended by way of Special Resolution passed at a properly convened general meeting of the Owners Corporation.*

This By-law shall be duly registered and noted on the Certificate of Title Identifier of the Common Property and the Owner shall pay the Owners Corporation legal costs, expenses and disbursements incurred in registering this By-law.

48 Completion

Completion is due the later of 42 days after the Contract date or 14 days after notice of the Approval is issued by the Council.

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

-
- Possession and tenancies.
1. Vacant possession of the property must be given on completion unless the Contract provides otherwise.
 2. Is anyone in adverse possession of the property or any part of it?
 3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of allotment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current Insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
 4. Is any tenancy subject to the *Retail Leases Act 1994*?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
 5. Is any part of their property affected by a protected tenancy? (A tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948*.)
 6. If any tenancy is subject to the *Residential Tenancies Act 1987*:
 - (a) has either the vendor or any predecessor or the tenant applied to the Residential Tenancies Tribunal for an order?
 - (b) have any orders been made by the Residential Tenancies Tribunal? If so, please provide details.
- Title
7. On completion the vendor should be registered as proprietor in fee simple of the property free from all caveats and encumbrances whether statutory or otherwise and recorded as the owner of the property on the strata roll, free from all other interests.
 8. On or before completion, any mortgage or caveat or writ must be discharged, withdrawn or cancelled (as the case may be) or, in the case of a mortgage or caveat, an executed discharge or withdrawal handed over on completion together with a notice under Section 118 of the *Strata Schemes Management Act 1996 (the Act)*.
 9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
 10. When and where may the title documents be inspected?
 11. Are any fixtures, fittings or goods included in the sale subject to:
 - (a) any interest by way of mortgage charge, trust or power; or
 - (b) any right of removal in favour of a third party?If so, details must be given and any indebtedness or restriction or right discharged or removed prior to completion or title transferred unencumbered to the vendor prior to completion.

12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the property must be provided.
 13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922*, *Access to Neighbouring Land Act (2000)*, Section 88K of the *Conveyancing Act 1919*, Section 40 of the *Land & Environment Court Act 1979* or are there circumstances which would give rise to a notice or application under those Acts in respect of the property. If the answer is yes, please provide full details.
- Rates and taxes**
14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the property must be paid up to the date of completion and receipts produced.
 15. Is the vendor liable to pay land tax or is the property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the property for land tax purposes for the current year?
- Survey and building**
16. Subject to the Contract, survey should be satisfactory and show that the whole of the property and the common property is available, that there are no encroachments by or upon the property or the common property and that all improvements comply with local government/planning legislation.
 17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
 18. In respect of the property and the common property:
 - (a) Have the provisions of the *Local Government Act*, the *Environmental Planning and Assessment Act 1979* and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate issued under the *Environmental Planning and Assessment Act 1979* for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 6 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance under the *Home Building Act 1989*.
 19. Are the improvements affected or have they been previously affected by:
 - (a) termite infestation, treatment or repair?
 - (b) flooding or dampness?
 - (c) functional problems with equipment such as air conditioning, roofs, lifts or inclimators, pool equipment, building management and security systems?
 - (d) asbestos, fibreglass or other material injurious to health having been used in the construction of the property?If so, please provide full details.
 20. Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the property or the common property?
 21. If a swimming pool is on the common property:
 - (a) when did construction of the swimming pool commence?
 - (b) is the swimming pool surrounded by a barrier which complies with the requirements of the *Swimming Pools Act 1992*?
 - (c) if the swimming pool has been approved under the *Local Government Act 1993*, please provide details.
 - (d) are there any outstanding notices or orders?
 22.
 - (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991*?
 23. Are any rainwater downpipes connected to the sewer?
- Affectations, notices and claims**
24. In respect of the property and the common property:
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any

- part of them?
- (d) (iii) any latent defects in them such as underground pipes or structures?
Has the vendor any notice or knowledge of them being affected by the following:
(i) any resumption or acquisition or proposed resumption or acquisition?
(ii) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
(iii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
(iv) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
(v) any realignment or proposed realignment of any road adjoining them?
(vi) any charge or liability including liability for remediation of the property, or proceedings under the *Contaminated Land Management Act 1997* or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
- (e) If the answer to any part of 24(d) is yes, please:
(i) provide full details;
(ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
(iii) provide full details regarding the extent of any non-compliance.

Owners corporation management

25. Has the initial period expired?
26. If the property includes a utility lot, please specify the restrictions.
27. If there are any applications or orders under Chapter 5 of the Act, please provide details.
28. Do any special expenses (as defined in clause 23.2 of the Contract) exceed 1% of the price?

Capacity

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

Warranties and service contracts

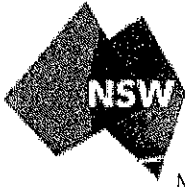
30. Please provide copies of any warranty or maintenance or service contract for the property which is assignable on completion.
31. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

32. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
33. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
34. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

35. Please confirm that on completion you will hand to us:
(a) a discharge of any mortgage and withdrawal of any caveat and the appropriate Section 118 Notice;
(b) the Certificate of Title Folio Identifier;
(c) Transfer executed by the vendor and Section 118 Notice;
(d) the vendor's copies of all leases and disclosure statements;
(e) notices of attornment;
(f) all keys in the possession of the vendor;
(g) original of any Building Certificate;
(h) original of any Survey Report;
(i) original occupation certificate;
(j) instruction manuals and warranties for any plant belonging to the vendor;
(k) any third party guarantees together with appropriate assignments;
(l) any documents required for the purchaser to have benefit of any bonds;
(m) tax invoice;
(n) depreciation schedule;
(o) any documents required for the purchaser to have good title to any fixtures, fittings or goods;
(p) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
36. The purchaser reserves the right to make further requisitions prior to completion.
37. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at completion date.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 7/SP101893

SEARCH DATE	TIME	EDITION NO	DATE
22/1/2021	12:37 PM	1	31/8/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 7 IN STRATA PLAN 101893
AT COFFS HARBOUR
LOCAL GOVERNMENT AREA COFFS HARBOUR

FIRST SCHEDULE

TED OVENS DEVELOPMENTS PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101893
- 2 AN574647 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

123265

PRINTED ON 22/1/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/SP101893

SEARCH DATE	TIME	EDITION NO	DATE
2/2/2021	2:04 PM	1	31/8/2020

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY NATIONAL AUSTRALIA BANK LIMITED.

LAND

LOT 8 IN STRATA PLAN 101893
AT COFFS HARBOUR
LOCAL GOVERNMENT AREA COFFS HARBOUR

FIRST SCHEDULE

TED OVENS DEVELOPMENTS PTY LTD

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP101893
- 2 AN574647 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

123265

PRINTED ON 2/2/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.



FOLIO: CP/SP101893

SEARCH DATE	TIME	EDITION NO	DATE
8/9/2020	3:33 PM	1	31/8/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 101893
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT COFFS HARBOUR
LOCAL GOVERNMENT AREA COFFS HARBOUR
PARISH OF BONVILLE COUNTY OF RALEIGH
TITLE DIAGRAM SP101893

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 101893
ADDRESS FOR SERVICE OF DOCUMENTS:
3 TED OVENS DRIVE
COFFS HARBOUR NSW 2450

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 ATTENTION IS DIRECTED TO THE STRATA SCHEME BY-LAWS FILED WITH THE STRATA PLAN
- 3 DP583824 RIGHT OF CARRIAGEWAY 10.06 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
AC403583 EASEMENT RELEASED IN SO FAR AS IT AFFECTS LOT 1 IN DP1092544
- 4 DP812012 EASEMENT FOR WATER SUPPLY 1 MERE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 5 AC403582 RIGHT OF CARRIAGEWAY 12 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PART(S) SHOWN DESIGNATED (AC & AD) IN DP1077682
- 6 DP1178334 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1178334 EASEMENT FOR DRAINAGE OF WATER 3 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1178334 EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1178334 EASEMENT FOR ELECTRICITY PURPOSES 2 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 10 SP101893 EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO

END OF PAGE 1 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP101893

PAGE 2

SECOND SCHEDULE (10 NOTIFICATIONS) (CONTINUED)

BURDENED IN THE TITLE DIAGRAM

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100)

STRATA PLAN 101893

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	- 16	2	- 16	3	- 9	4	- 9
5	- 9	6	- 6	7	- 6	8	- 6
9	- 7	10	- 16				

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

122960

PRINTED ON 8/9/2020

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

Copyright © Office of the Registrar-General 2020

Received: 08/09/2020 15:33:47

LOCATION PLAN

TED

OVENS
 32.76
 (1.503)
 (1.035)
 SEE DRIVE

DIAG A

(3.015)

127.12

D.P. 1236796

514

131.01

D.P. 1178334

511

32.76

(1.035)

(1.2)

(4.215)

OVENS

TED DRIVE

(0.36)

(7)

(7)

(2)

(7)

(7)

(1.17)

(5)

(127.12)

J

(3)

(3)

(3)

(3)

(3)

(3)

(3)

(3)

(3)

(3)

28.66

(3)

(3)

(3)

(3)

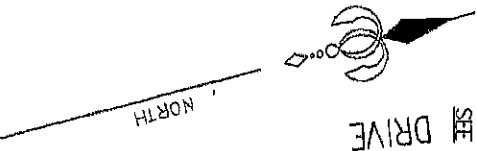
BAL

(3)

(3)

(3)

D.P. 1223708
 101



- BAL - COVERED BALCONY
- EC - EDGE OF CONCRETE
- CP - COMMON PROPERTY
- OPS - CAR PARKING SPACE
- OS - OPEN SPACE AREA

"A" EASEMENT FOR DRAINAGE OF WATER 3 WIDE (D.P.1178334)
 "B" EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE

LOT BOUNDARIES D-E & F-G AND EASEMENT BOUNDARIES H-I-J ARE CONCURRENT WITH THE PARCEL BOUNDARY

PLAN HEADING

PLAN OF SUBDIVISION OF
 LOT 512 D.P.1178334

NAME: HENZ KARI

DATE: 5th JUNE 2020

REFERENCE: 13394 SP

LGA:

LOCALITY:

REDUCTION RATIO: 1:400

LENGTHS ARE IN METRES.

REGISTERED

31/08/2020



SP101893

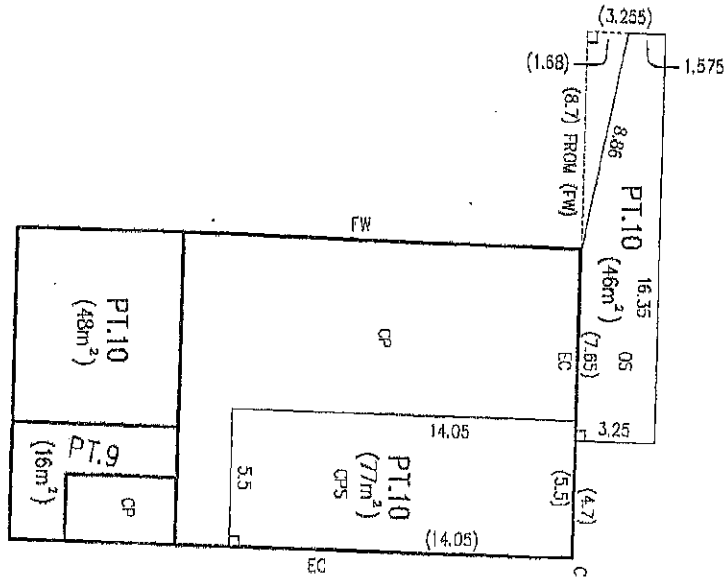
DIAGRAM A

(SCALE 1:200)

D.P. 1236796

514


GROUND FLOOR



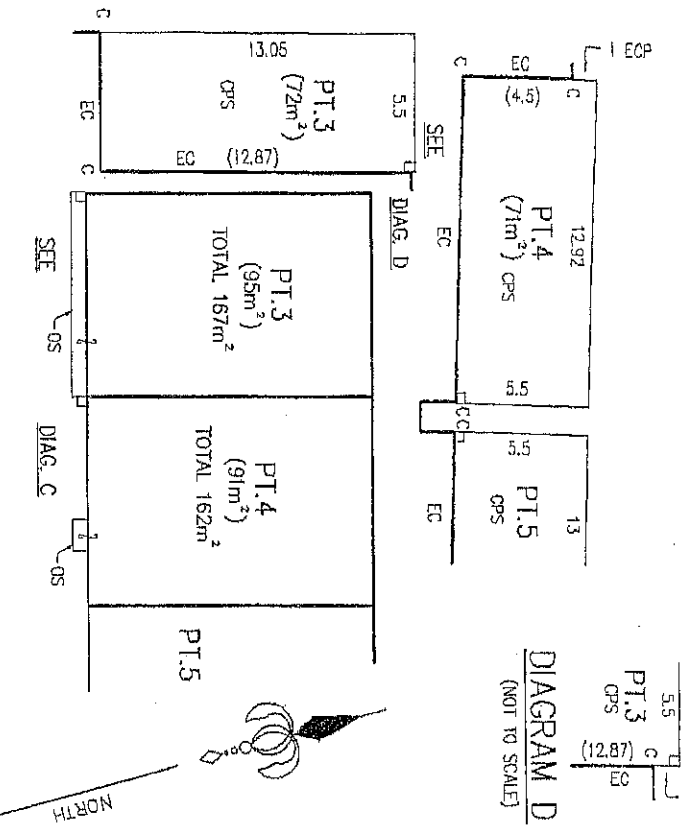
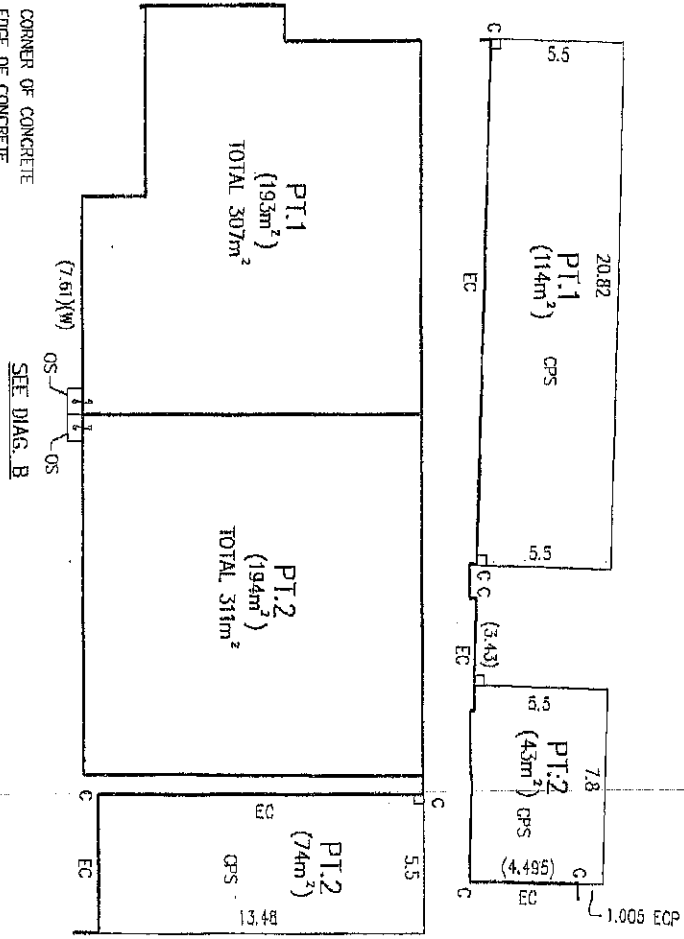
- CP - COMMON PROPERTY
- EC - EDGE OF CONCRETE
- FW - FACE OF WALL OF FIRST FLOOR BUILDING
- C - CORNER OF CONCRETE
- OS - OPEN SPACE AREA
- AREAS ARE APPROXIMATE.

THE STRATUM OF THE OPEN SPACE AREA OF LOT 10 IS LIMITED IN HEIGHT TO 2 BELOW AND 8 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF ITS GROUND FLOOR CAR PARKING SPACE, EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRUCTURAL BASE WITHIN THE OPEN SPACE AREA OF LOT 10 FORMS PART OF THAT LOT AND IS NOT COMMON PROPERTY.

SURVEYOR Name: HENZ KARI Date: 5th JUNE 2020 Reference: 13394 SP	PLAN OF SUBDIVISION OF LOT 512 D.P.1178334	PLAN HEADING LGAC Locality: COFFS HARBOUR Reduction Ratio: 1:200 Lengths are in metres.	Registered  31/08/2020	SP101893
---	---	---	---	----------

FIRST FLOOR



- C - CORNER OF CONCRETE
- EC - EDGE OF CONCRETE
- OS - CAR PARKING SPACE
- ECP - EDGE OF CONCRETE PRODUCED
- W - FROM WEST FACE OF BRICK WALL
- OS - OPEN SPACE AREA
- AREAS ARE APPROXIMATE.

THE STRUTUM OF THE CAR PARKING SPACES ARE LIMITED IN HEIGHT TO 5 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE FLOORS.
 THE STRUTUM OF THE OPEN SPACE AREAS OF LOTS 1, 2, 3 & 4 ARE LIMITED IN HEIGHT TO 2 BELOW AND 3 ABOVE THE UPPER SURFACE OF THE CONCRETE FLOOR OF THEIR RESPECTIVE ADJOINING UNIT, EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.
 THE STRUCTURAL BASES WITHIN THE OPEN SPACE AREAS OF LOTS 1, 2, 3 AND 4 FORM PART OF THAT LOT AND IS NOT COMMON PROPERTY.

SURVEYOR

Name: HENZ KARI

Date: 5th JUNE 2020

Reference: 13394 SP

PLAN HEADING

PLAN OF SUBDIVISION OF LOT 512 D.P.1178334

LGA:

COFFS HARBOUR

Locality: COFFS HARBOUR

Reduction Ratio: 1:200

Registered


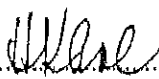



31/08/2020


SP101893

ADJOINS SHEET 4

NORTH

SP FORM 3.02	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheet(s)
Office Use Only	Office Use Only	
Registered:  31/08/2020	SP101893	
PLAN OF SUBDIVISION OF: LOT 512 D.P.1178334	LGA: COFFS HARBOUR Locality: COFFS HARBOUR Parish: BONVILLE County: RALEIGH	
This is *FREEHOLD/*LEASEHOLD Strata Scheme		
Address for Service of Documents 3 TED OVENS DRIVE COFFS HARBOUR NSW 2450 Provide an Australian postal address including a postcode	The by-laws adopted for the scheme are: * Model by-laws for residential strata schemes together with: Keeping of animals: Option *A/*B Smoke penetration: Option *A/*B (see Schedule 3 Strata Schemes Management Regulation 2016) * The strata by-laws lodged with the plan.	
Surveyor's Certificate I HEINZ KARL of NEWNHAM KARL WEIR & PARTNERS 5 MURDOCK ST, COFFS HARBOUR, being a land surveyor registered under the <i>Surveying and Spatial Information Act 2002</i> , certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the <i>Strata Schemes Development Act 2015</i> has been met. *The building encroaches on: *(a) a public place *(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^	Strata Certificate (Local Council) # COFFS HARBOUR CITY COUNCIL..... certifies that in regards to the strata plan with this certificate, it has made the required inspections and is satisfied the plan complies with clause 17 <i>Strata Schemes Development Regulation 2016</i> and the relevant parts of Section 54 <i>Strata Schemes Development Act 2015</i> . *(a) This plan is part of a development scheme. *(b) The building encroaches on a public place, it complies with section 62(2) <i>Strata Schemes Development Act 2015</i> and the council does not object to the encroachment. *(c) This certificate is given on the condition that lot(s) ^..... will be created as utility lots and restricted in accordance with section 63 <i>Strata Schemes Development Act 2015</i>.	
Signature:  Date: 5 th JUNE 2020 Surveyor ID: 1390 Surveyor's Reference: 13394 SP ^ Insert the deposited plan number or dealing number of the Instrument that created the easement	Certificate Reference: <u>0074/20LP</u> Relevant Planning Approval No.: <u>0450/19DA</u> Issued by: <u>Coffs Harbour City Council</u> Signed by: <u>Timothy John Smith</u> being the *Authorised Person, *General Manager Signature:  Date: <u>16/06/2020</u> # Insert the name of the local council ^ Insert lot numbers of proposed utility lots	
* Strike through if inapplicable		

SP FORM 3.07 (2019) STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 4 sheet(s)

Office Use Only	Office Use Only
Registered:  31/08/2020	SP101893

VALUER'S CERTIFICATE

I, * Stacey Parkes of Herren Todd White

being a qualified valuer, as defined in the *Strata Schemes Development Act 2015* by virtue of having membership with:

Professional Body: Australian Property Institute
 Class of membership: Associate
 Membership number: 3952


certify that the unit entitlements shown in the schedule herewith were apportioned on 6 May 2020 (being the valuation day) in accordance with Schedule 2 *Strata Schemes Development Act 2015*

Signature: SPK Date 9/6/2020

* Full name, valuer company name or company address

SCHEDULE OF UNIT ENTITLEMENT

LOT No	UNIT ENTITLEMENT
1	16
2	16
3	9
4	9
5	9
6	6
7	6
8	6
9	7
10	16
AGGREGATE	100

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheet(s)
Registered:  31/08/2020	SP101893	

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

- Any information which cannot fit in the appropriate panel of any previous administration sheets
- A schedule of street addresses
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

LOT NUMBER	SUB-ADDRESS NUMBER	ADDRESS NUMBER	ROAD NAME	ROAD TYPE	LOCALITY NAME
CP		3	TED OVENS	DRIVE	COFFS HARBOUR
1	1	3	TED OVENS	DRIVE	COFFS HARBOUR
2	2	3	TED OVENS	DRIVE	COFFS HARBOUR
3	3	3	TED OVENS	DRIVE	COFFS HARBOUR
4	4	3	TED OVENS	DRIVE	COFFS HARBOUR
5	5	3	TED OVENS	DRIVE	COFFS HARBOUR
6	6	3	TED OVENS	DRIVE	COFFS HARBOUR
7	7	3	TED OVENS	DRIVE	COFFS HARBOUR
8	8	3	TED OVENS	DRIVE	COFFS HARBOUR
9	9	3	TED OVENS	DRIVE	COFFS HARBOUR
10	10	3	TED OVENS	DRIVE	COFFS HARBOUR

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT, 1919, AS AMENDED, AND SEC. 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT, 2015, IT IS INTENDED TO CREATE:-

1.) EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 4.2 WIDE.


Company name: TED OVENS DEVELOPMENTS PTY LTD.


Company ACN: 626 781 486


Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: 

Name of authorised person: GRAHAM BARRY McPHERSON
 Position: Sole Director / Secretary

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Office Use Only Registered:  31/08/2020		Office Use Only SP101893
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• A schedule of street addresses• Statements of intention to create and or release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>• Signatures and seals- see section 22 <i>Strata Schemes Development Act 2015</i>		
<p>Mortgages under Mortgage No. <u>AN 574647</u> Signed at <u>COFFS HARBOUR</u> this <u>21st</u> day of <u>JUNE</u> 20<u>20</u> for National Australia Bank Limited ABN 12 004 044 937 by <u>DREW BUTLER</u> its duly appointed Attorney under Power of Attorney No. 39 Book 4512 Attorney Signature, Level <u>2</u> Attorney <u>[Signature]</u> Witness Signature <u>[Signature]</u> Witness Name <u>PAUL DENHAM</u> Witness Address <u>30 GORDON ST COFFS HARBOUR NSW 2450</u></p>		
Surveyor's Reference: 13394 SP		

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheet(s)
Office Use Only Registered:  31/08/2020		Office Use Only SP101893
<p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none">• Any information which cannot fit in the appropriate panel of any previous administration sheets• A schedule of street addresses• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919• Signatures and seals- see section 22 Strata Schemes Development Act 2015		
<p>Mortgagee under Mortgage No. <u>AN 5746 47</u> Signed at <u>COFFS HARBOUR</u> this <u>21st</u> day of <u>JUNE</u> 20<u>20</u> for National Australia Bank Limited ABN 12 004 044 937 by <u>DREW BUTLER</u> its duly appointed Attorney under Power of Attorney No. 39 Book 4512 Attorney Signature, Level <u>2</u> Attorney <u>[Signature]</u> Witness Signature <u>[Signature]</u> Witness Name <u>PAUL DENHAM</u> Witness Address <u>30 GORDON ST COFFS HARBOUR NSW 2456</u></p>		
Surveyor's Reference: 13394 SP		

Approved Form 7	Strata Plan By-laws	Sheet 1 of 7 sheet(s)
Registered:  31/08/2020	Office Use Only	Office Use Only SP101893

Instrument setting out the details of by-laws to be created upon registration of a strata plan

1 Noise

An owner or occupier of a lot must not create any noise on a lot or the common property likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles

(1) An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners' corporation.

(2) The owners corporation must not unreasonably withhold its approval to the parking or standing of a motor vehicle on the common property.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis.

4 Damage to lawns and plants on common property

An owner or occupier of a lot must not, except with the prior written approval of the owners corporation:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or
- (b) use for his or her own purposes as a garden any portion of the common property.


5 Damage to common property

(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the written approval of the owners corporation.

(2) An approval given by the owners corporation under clause (1) cannot authorise any additions to the common property.

(3) This by-law does not prevent an owner or person authorised by an owner from installing:

- (a) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or

Approved Form 7	Strata Plan By-laws	Sheet 2 of 7 sheet(s)
Registered:  31/08/2020	Office Use Only	Office Use Only
SP101893		

(b) any screen or other device to prevent entry of animals or insects on the lot, or

(c) any structure or device to prevent harm to children, or

(d) any sign to advertise the activities of the occupier of the lot if the owners corporation has specified locations for such signs and that sign is installed in the specified locations, or

(e) any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

(4) Any such locking or safety device, screen, other device, structure or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

(5) Despite section 62 of the Act, the owner of a lot must:

(a) maintain and keep in a state of good and serviceable repair any installation or structure referred to in clause (3) that forms part of the common property and that services the lot, and

(b) repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device, structure or sign referred to in clause (3) that forms part of the common property and that services the lot.

6 Behaviour of owners and occupiers

An owner or occupier of a lot when on common property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

7 Children playing on common property in building

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to play on common property within the building or, unless accompanied by an adult exercising effective control, to be or to remain on common property comprising a laundry, car parking area or other area of possible danger or hazard to children.


8 Behaviour of invitees

An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier (including all customers and staff) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

9 Depositing rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the owners corporation.



Approved Form 7	Strata Plan By-laws	Sheet 3 of 7 sheet(s)
Registered:  31/08/2020	Office Use Only	Office Use Only
SP101893		

10 Cleaning windows and doors

An owner or occupier of a lot is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on boundary of the lot, including as much as is common property.

12 Storage of inflammable liquids and other substances and materials

(1) An owner or occupier of a lot must not, except with the prior written approval of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This by-law does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

13 Garbage disposal

(1) An owner or occupier of a lot in a strata scheme that does not have shared receptacles for garbage, recyclable material or waste:

(a) must maintain such receptacles within the lot, or on such part of the common property as may be authorised by the owners corporation, in clean and dry condition and (except in the case of receptacles for recyclable material) adequately covered, and

(b) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(c) for the purpose of having the garbage, recyclable material or waste collected, must place the receptacles within an area designated for that purpose by the owners corporation and at a time not more than 12 hours before the time at which garbage, recyclable material or waste is normally collected, and


(d) when the garbage, recyclable material or waste has been collected, must promptly return the receptacles to the lot or other area referred to in paragraph (a), and

(e) must not place anything in the receptacles of the owner or occupier of any other lot except with the permission of that owner or occupier, and

(f) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled from the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(2) An owner or occupier of a lot in a strata scheme that has shared receptacles for garbage, recyclable material or waste:



Approved Form 7	Strata Plan By-laws	Sheet 4 of 7 sheet(s)
Registered:  31/08/2020	Office Use Only	Office Use Only
		SP101893

(a) must ensure that before garbage, recyclable material or waste is placed in the receptacles it is, in the case of garbage, securely wrapped or, in the case of tins or other containers, completely drained or, in the case of recyclable material or waste, separated and prepared in accordance with the applicable recycling guidelines, and

(b) must promptly remove any thing which the owner, occupier or garbage or recycling collector may have spilled in the area of the receptacles and must take such action as may be necessary to clean the area within which that thing was spilled.

(3) An owner or occupier of a lot:

(a) must comply with the local council's requirements for the storage, handling and collection of garbage, waste and recyclable material, and

(b) must notify the local council of any loss of, or damage to, receptacles provided by the local council for garbage, recyclable material or waste, and

(c) if the lot is used for commercial purposes, must not deposit any item of commercial waste in receptacles provided solely for the collection of residential garbage, waste or recyclable material.

(4) The owners corporation may post signs on the common property with instructions on the handling of garbage, waste and recyclable material that are consistent with the local council's requirements.

(5) This by-law does not require an owner or occupier of a lot to dispose of any chemical, biological, toxic or other hazardous waste in a manner that would contravene any relevant law applying to the disposal of such waste.

14 Keeping of animals

Option A


(1) Subject to section 49 (4) of the Act, an owner or occupier of a lot must not, without the prior written approval of the owners corporation, keep any animal (except fish kept in a secure aquarium on the lot) on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

15 Appearance of lot

The owner or occupier of a lot must not, except with the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

B

Approved Form 7	Strata Plan By-laws	Sheet 5 of 7 sheet(s)
Registered:  31/08/2020	Office Use Only	Office Use Only
		SP101893

16 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried out on the lot).

17 Preservation of fire safety

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the lots or common property.

18 Prevention of hazards

The owner or occupier of a lot must not do anything or permit any invitees of the owner or occupier to do anything on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

19 Provision of amenities or services


(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- (a) security services,
- (b) promotional services,
- (c) advertising,
- (d) commercial cleaning,
- (e) domestic services,
- (f) garbage disposal and recycling services,
- (g) electricity, water or gas supply,
- (h) telecommunication services (for example, cable television).

(2) If the owners corporation makes a resolution referred to in clause (1) to provide an amenity or service to a lot or to the owner or occupier of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

Note.

BP

Approved Form 7	Strata Plan By-laws	Sheet 6 of 7 sheet(s)
Registered:  31/08/2020	Office Use Only	Office Use Only
		SP101893

Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

20 Controls on hours of operation and use of facilities

(1) The owners corporation may, by special resolution, make any of the following determinations if it considers the determination is appropriate for the control, management, administration, use or enjoyment of the lots or the lots and common property of the strata scheme and the special resolution does not unreasonably interfere with the normal conduct of commercial or business activities:

(a) that commercial or business activities may be conducted on a lot or common property only during certain times,

(b) that facilities situated on the common property may be used only during certain times or on certain conditions.

(2) An owner or occupier of a lot must comply with a determination referred to in clause (1).

21 Compliance with planning and other requirements

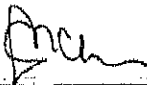
The owner or occupier of a lot must ensure that the lot is not used for any purpose that is prohibited by law.

22 Service of documents on owner of lot by owners corporation

A document may be served on the owner of a lot by electronic means if the person has given the owners corporation an e-mail address for the service of notices and the document is sent to that address.

Executions


Executed by Ted Ovens Developments Pty Ltd ACN 626)
781 486 under authority of Section 127 of the)
Corporations Act 2001



Sole Director/Secretary

Name: Graham Barry McPherson



Approved Form 7	Strata Plan By-laws	Sheet 7 of 7 sheet(s)
Registered:  31/08/2020	Office Use Only	Office Use Only
SP101893		

Mortgage under Mortgage No. AN 574647
Signed at COFFS HARBOUR this 17 day of AUGUST
2020 for National Australia Bank Limited ABN 12 004 044 937
by ROBBIE BEBB its duly
appointed Attorney under Power of Attorney No. 39 Book 4612
Attorney Signature, Level 2 Attorney [Signature]
Witness Signature [Signature]
Witness Name PAUL DENHAM
Witness Address 63 HARBOUR DRIVE
COFFS HARBOUR NSW 2450



ePlan

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

(Sheet 1 of 2 sheets)

Plan: Plan of Strata Subdivision of Lot 512 in DP1178334 covered by Subdivision Certificate No. 0074/20LP

SP101893

Full name and address
of the owner of the land:

Ted Ovens Developments Pty Ltd ~~ATF Ted Ovens Developments Unit Trust~~
Suite 10, 3 Ted Ovens Drive, Coffs Harbour NSW 2450

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan.	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for multi-purpose electrical installation 4.2 wide	Common Property	Essential Energy ABN: 37 428 185 226

Terms of easement, profit à prendre, restriction, or positive covenant numbered 1 in the plan.

Easement for multi purpose electrical installation the terms which are set out in Part C of Memorandum AG189384

Name of person empowered to release, vary or modify restriction or positive covenant numbered 1 in the plan.

Essential Energy

EXECUTED BY ESSENTIAL ENERGY
by its duly appointed attorney under power of
attorney Book 4745 No. 85 in the presence of:

Signature of witness

Name of witness

malinda white

Address of witness

8 Bulwer Street
Port Macquarie


Signature of attorney

Name and title of attorney

Martin English
Head of Legal

SP101893

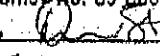
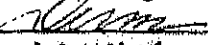
ePlan
(Sheet 2 of 2 Sheets)

ACN 
SIGNATURE FOR TED OVENS DEVELOPMENTS PTY LTD CAN 626 781 486
UNDER AUTHORITY OF SECTION 127 OF THE CORPORATIONS
ACT 2001

Sole Director



Graham Barry McPherson

Mortgage under Mortgage No. AN 574647
Signed at COFFS HARBOUR this 24 day of JUNE
2020 for National Australia Bank Limited ABN 12 004 044 937
by DREW BUTLER Its duly
appointed Attorney under Power of Attorney No. 39 Book 4512
Attorney Signature, Level 2 Attorney 
Witness Signature 
Witness Name PAUL DENHAM
Witness Address 30 GORDON ST COFFS HARBOUR NSW 2450

REGISTERED



31/08/2020



133720001

INSTRUMENT BEING SET UP BY EASEMENT
SETUP TO BE CREATED PURSUANT TO SECTION
801 OF THE CONDOMINIUM ACT 1973

PAGE 1

PLAN
P58824

subdivision of land in Certificate of
Title Volume 16837 Folio 159 Volume
1932 Folio 187 covered by Council
Clerk's Certificate No. 210 of 1972.

THE LAND AND INTERESTS OF
THE ESTATE OF THE LATE

COUNCIL OF THE CITY OF COTTESBARO

IDENTITY OF EASEMENT
TO BE SET UP BY THE
SUBJECT ESTATE

RIGHT OF CONTINGENT LIFE USE

SCHEME OF LAYOUT, EXTENT

LOT REFERRED
to in the subject
plan

LOT REFERRED
to in the subject
plan

FORM OF DEED OF CONVEYANCE TO BE SET UP
Right of Contingency

THE COMMON SEAL OF THE COUNCIL OF THE CITY OF COTTESBARO
is hereunto affixed on this
day of August 1972
at the City of Cottesbaro
in the State of Queensland
and signed by the said Council on the
18th day of August 1972
RUTH CLERK

IN WITNESS WHEREOF I have hereunto set my hand and the seal of the Council of the City of Cottesbaro at the City of Cottesbaro in the State of Queensland on the 18th day of August 1972
RUTH CLERK
Clerk of Council

INSTRUMENT SET UP BY INSTRUMENT CREDITED
PURSUANT TO SECTION 801 OF THE CONDOMINIUM ACT
THE LANDS WITH P58824

I, the Registrar General, Registrar General for New South Wales, hereby certify that the above instrument is a correct copy of the original instrument as presented to me on the 18th day of August 1972.

Form: O1TR
Licence: 01-08-074
Fishburn Watson O'Brien

TRANSFER RELEASING EASEMENT

New South Wales
Real Property Act 1900



AC403583X

17 OCT 2006
STAMP DUTY
-oo

PRIVACY NOTE: this information is legally required and will become public information
Office of State Revenue use only

NSW Treasury
Client No: 1719069
Duty: EXEMPT
Trans No: 3595768
Asset details: 5277

(A) TORRENS TITLE
RELODGED

Dominant Tenement (land benefited)
5/733213
Servient Tenement (land burdened): New
101/1077882 and 104/1077882
101/1077882 1/1092544

(B) LODGED BY
30 AUG 2006

Delivery Box
Name, Address or DX and Telephone
BOX 30P L J KANE & CO
LLPN 123818G
Reference (optional):
PWO - OVENS

CODE

TR

TIME: 9.10

(C) EASEMENT

Number
Nature of Easement
Right of Way 10.06 Wide (F595744)(DP377626) and Right of Carriageway 10.06 Wide (F595744)(DP583824)

(D) TRANSFEROR

Registered proprietor of the dominant tenement
IAN JAMES OVENS AND LYNETTE OVENS

(E) The transferor acknowledges receipt of the consideration of \$1.00 and, as regards the dominant tenement, transfers and releases the abovementioned easement to the transferee as registered proprietor of the servient tenement.

(F) TRANSFEREE

Registered proprietor of the servient tenement
COUNCIL OF THE CITY OF COFFS HARBOUR AND AUSTRALIAN CHRISTIAN OUTREACH CENTRE LIMITED ACN 002 581 461

DATE

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

Certified correct for the purposes of the Real Property Act 1900 by the transferor.

Signature of witness:

Signature of transferor:

Name of witness:

**Michael Bigelow
Solicitor
134 West High Street
Coffs Harbour**

Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the person whose signature appears below.

Signature:

Signatory's name: MICHAEL BIGELOW
Signatory's capacity: Solicitor for the Council of the City of Coffs Harbour

5/733213 UNDR GA1 DP583824
UEA ~~10/1077882~~
1/1092544

1/1092544 OFF RCI DP583824

104/1077882 & ref to RP of that lot - copy page. Easement was incorrectly carried forward on title 4 re 104/1077882

Annexure A to TRANSFER RELEASING EASEMENT

Parties: From IAN JAMES OVENS AND LYNETTE OVENS to COUNCIL OF THE CITY OF COFFS HARBOUR AND AUSTRALIAN CHRISTIAN OUTREACH CENTRE LIMITED ACN 002 581 461

Dated: / /

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

Signature of witness: *N Weaver*
Name of witness: Nancy Joy Weaver
Address of witness: (J.P. Com. Dec.)
9 Olive Place, Carindale 4152

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

Signature of witness: *C' Koch*
Name of witness: ELEN KOCH
Address of witness: 78 Brisbane St, Ipswich

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: *[Signature]*
Peter Thomas Geizer
Authorised officer's name: Secretary COC
Authority of officer: Property Commission
Signing on behalf of: AUSTRALIAN CHRISTIAN OUTREACH CENTRE LIMITED ACN 002 581 461

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of authorised officer: *[Signature]*
Authorised officer's name: KASA GAI YOUNG + SHARON
Authority of officer: DISCHARGE OFFICER + MANAGER & EXECUTIVE
Signing on behalf of: ~~MONTEPATRIZIA BANK~~ BENDIGO LIMITED
Book No: 4404
No: 89

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE
CONVEYANCING ACT, 1919.

(Sheet 1 of 1 Sheets)

PART I.

DP1092544

Subdivision covered by Council Clerk's
Certificate No. of in relation to the
land contained within Certificates of Title
Folio Identifiers 102/634678 & 101/1077682

Full name and address of
proprietor of the land

THE COUNCIL OF THE CITY OF
COFFS HARBOUR of 2 Castle Street,
Coffs Harbour

1. Identity of easement
or restriction firstly
referred to in above-
mentioned plan:

Right of Way 6 Wide & ~~Variable~~ ^{AL}

Schedule of lots, etc. affected

Lots burdened.

Lots, name of road, or Authority, benefited

Lot 2 in an unregistered plan
being part of Lot 102 DP634678


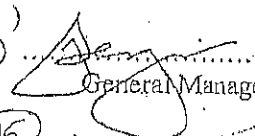
Lot 1 in an unregistered plan being part of
Lot 102 DP634678

Terms

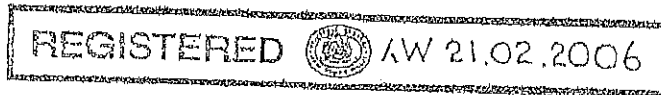
If at any time vehicular access is provided to the benefited lot so that the benefited lot is able to be accessed from the public road system then the owner for the time being of the lots burdened by the right of carriage way may unilaterally extinguish the right of carriage way created by this instrument.

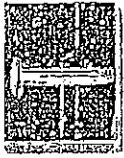
Upon receipt of the notice extinguishing the easement or easements as the case may be the owner of the benefited land must do all things necessary and sign all documents required to remove the easement/s from the titles of lots burdened.

The Common Seal of THE COUNCIL
OF THE CITY OF COFFS HARBOUR
was hereunto affixed on the 19th
day of May 2005.
in pursuance of a resolution
passed by Council on the 22nd
day of July 2004.

) 
)
) Mayor
)
) 
)
) General Manager

Executed by Health Administration Corporation
Authorised Officer
Name of Authorised Officer ... Dennis Jensen
Office held ... Director, Asset Management
Implementation





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 1 of 8 sheets)

PART 1.

Plan DP512012

Subdivision covered by Council Clerk's Certificate No. 2627 of 77

Full name and address of proprietor of the land
 AUSTRALIAN CHRISTIAN
 DUTTEFACH CENTRE LIMITED

1. Identity of easement or restriction firstly referred to in above-mentioned plan:
 Right of Carriageway 10 wide

Schedule of lots, etc. affected.

Lots benefited
 Lots, name of road, or Authority, benefited.

Lot 1 of DP 511928, 144-52-222822

Lot 51 and Lot 52

2. Identity of easement or restriction secondly referred to in above-mentioned plan:
 Right of Carriageway 5 wide

Schedule of lots, etc. affected.

Lots benefited
 Lots, name of road, or Authority, benefited.

Lot 51
 Lot 52

This is sheet 1 of a 8 sheet instrument

[Handwritten signature]

REGISTERED CA 23-12-1991

10	20	30	40	50	60	70	Table of mm	110	120	130	140
----	----	----	----	----	----	----	-------------	-----	-----	-----	-----

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 2 of 8 sheets)

Plan DP512012

Subdivision covered by Council Clerk's Certificate No. 2627 of 77

3. Identity of easement or restriction firstly referred to in above-mentioned plan:
 Easement for water supply 1 wide

Schedule of lots, etc. affected.

Lots benefited
 Lots, name of road, or Authority, benefited.

Lot 52
 Lot 5 of DP 733213

4. Identity of easement or restriction secondly referred to in above-mentioned plan:
 Right of Carriageway 10 wide

Schedule of lots, etc. affected.

Lots benefited
 Lots, name of road, or Authority, benefited.

Lot 52
 Lot 51

5. Identity of easement or restriction firstly referred to in above-mentioned plan:
 Easement for electricity cable 1 wide

Schedule of lots, etc. affected.

Lots benefited
 Authority benefited.

Lot 51 and Lot 52
 Northern Rivers Council

This is sheet 2 of a 8 sheet instrument

[Handwritten signature]

REGISTERED CA 23-12-1991

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 23rd December, 1991





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 5 of 8 sheets)

Plan: **DP 812012** Subdivision covered by Council Clerk's Certificate No. **1064** of **91**

- The proprietor of Lot 5 in DP 753213 shall give not less than thirty days nor more than 60 days notice to all registered proprietors having the benefit of the right of carriage-way within which is located the said easement for written supply of that said proprietors intention to either upon the servient tenement for the purpose of laying inspecting cleansing repair maintaining or renewing such line or parts or any part thereof and at the conclusion of such laying inspection cleansing repairing maintaining or renewal shall at the said proprietor's cost and expense reinstale and restore the surface thereof to the same condition or as nearly as practicable to its original condition.
- Terms of Right of Carriage-way fourthly referred to in the above-mentioned plan.
 - Right of carriage-way 10 wide within the meaning of Schedule 8 Part 1 of the Conveyancing Act 1919 as amended and the registered proprietors of the dominant servient tenement shall bear equally all costs of maintenance, repair and upkeep of the said right of carriage-way.
 - Terms of easement for electricity cable 1 wide (fully referred to in the above-mentioned plan.
 - Full and free right and liberty for the Northern Rivers County Council to use the servient tenement for the purpose of laying inspecting cleansing repair maintaining or renewing such line or parts or any part thereof and at the conclusion of such laying inspection cleansing repairing maintaining or renewal shall at the said proprietor's cost and expense reinstale and restore the surface thereof to the same condition or as nearly as practicable to its original condition.

X

REGISTERED 2012-09-21

10	20	30	40	50	60	70	Table of area	110	120	130	140
----	----	----	----	----	----	----	---------------	-----	-----	-----	-----

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.

(Sheet 6 of 8 sheets)

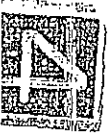
Plan: **DP 812012** Subdivision covered by Council Clerk's Certificate No. **1064** of **91**

- Council and its successors to use the servient tenement for the purposes of transmitting and distributing power underground by electricity and to construct reconstruct and maintain in open access and through the servient tenement pipes conduits wires and other necessary apparatus and appliances for the purpose of conducting transmitting and distributing electric power by underground transmission lines owned and/or operated by the said Council or its successors and for the purposes aforesaid to enter onto and upon the said servient tenement and upon any part thereof at all times with surveyors' indications and workmen materials implements and things and to remain thereof for any reasonable time for the purpose of laying maintaining or renewing any underground transmission line or appliance and to cut away and keep clear of the said underground transmission lines and apparatus all struts trees roots and any other thing or things which might in any way endanger the proper operation of the said transmission line or any of the appliances placed within the servient tenement by the said Council or its successors and to inspect the said lines and appliances and to remove any obstruction within the servient tenement to the exercise of the rights hereby granted such right and liberty to be exercised by the said Council or its successors without liability to be exercised by the said Council or its successors without
- This is sheet 6 of 8 sheet instrument

X

REGISTERED 2012-09-21

This negative is a photograph made as a permanent record of a document in the custody of the Registrar General this day, 23rd December, 1991



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 86B
 OF THE CONVEYANCING ACT, 1919.

Plan: **DP 812012**
 Subdivision covered by Council Clerk's
 Certificate No. 1064 of 91

(Sheet 7 of 8 sheets)

incurring any obligation to restore damage done to the servant
 tenement or to any improvements thereon or to pay compensation to the
 registered proprietor.

Name of person empowered to release, vary or modify restriction
 (if any) referred to in above-mentioned plan.

The registered proprietor for the time being of Lot 61 and Lot 62 or his
 heirs executors assigns and successors in title.

Name of person empowered to release, vary or modify restriction
 secondly referred to in above-mentioned plan.

The registered proprietor for the time being of Lot 62 or his heirs
 executors assigns and successors in title.

Name of person empowered to release, vary or modify restriction
 thirdly referred to in above-mentioned plan.

The registered proprietor for the time being of Lot 5 DP 733213 or his
 heirs executors assigns and successors in title.

Name of person empowered to release, vary or modify restriction
 fourthly referred to in above-mentioned plan.

The registered proprietor for the time being of Lot 61.

Name of person empowered to release, vary or modify restriction
 fifthly referred to in above-mentioned plan.

This is sheet 7 of a 8 sheet instrument.

REGISTERED  of 2012/1991

10	20	30	40	50	60	70	80	90	100	110	120	130	140
----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
 AS TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 86B
 OF THE CONVEYANCING ACT, 1919.

Plan: **DP 812012**
 Subdivision covered by Council Clerk's
 Certificate No. 1064 of 91

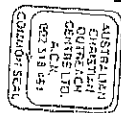
(Sheet 8 of 8 sheets)

Northam Rivers County Council (its assigns and successors in title)

The COMMON SEAL of the
 AUSTRALIAN CHRISTIAN OUTREACH
 CENTRE LIMITED was hereunto
 affixed on the 22nd day of
 July 1991 by the
 authority of the Board of Directors
 hereinafter named.

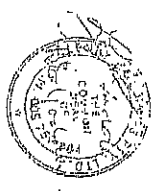
[Signature]
 Director

[Signature]
 Secretary



Spec. at 5/10/91 in 1274
 20/11/91 for Documentation
 made & checked by the office of the Registrar
 under Power of Attorney Book 2012 No. 1000

[Signature]
 S.M. Stubbs



The COMMON SEAL of the COUNCIL OF THE
 CITY OF COERS HARBOUR was hereunto
 affixed on the 4th day of December 1991
 in pursuance of a resolution passed by
 Council on the 15th day of November 1991.

[Signature]
 Mayor

[Signature]
 Town Clerk

REGISTERED  of 2012/1991

This negative is a photograph made as a permanent
 record of a document in the custody of the
 Registrar General this day, 22nd December, 1991.





INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS AS
TO USER INTENDED TO BE CREATED PURSUANT TO SECTION 608 OF THE
CONVEYANCING ACT, 1919.

(Sheet 1 of 8 sheets)

PART 2.

Plan DP 512012 Subdivision covered by Council Clerk's
Certificate No. 1064 of 91

PART 2.

1. Terms of Right of Carriageway 10 wide firstly referred to in the

above mentioned plan

Right of carriageway 10 wide within the meaning of Schedule 8 Part 1 of
the Conveyancing Act 1919 as amended and the registered proprietors of
the dominant and servient tenements shall bear the costs of maintenance,
repair and upkeep of the said right of carriageway. In the proportions set
out in Clause 3 of a Deed made between Australian Christian Outreach
Centre Ltd. and the City of Harbour City Council dated the 20th June, 1988 or
in such proportions as may be agreed between the registered proprietors
for the time being of the dominant and servient tenement in any
subsequent Deed and provided further that the proprietors of the dominant
tenements shall share equally their proportion of the said costs.

2. Terms of Right of Carriageway 5 wide secondly referred to in the
above mentioned plan

Right of Carriageway 5 wide within the meaning of Schedule 8 Part 1 of the
Conveyancing Act 1919 as amended and the registered proprietors of the
servient tenement shall bear all costs of maintenance, repair and upkeep of
the said right of Carriageway.

3. Terms of easement for water supply 1 wide thirdly referred to in the
above mentioned plan

Full and free right of every person who is at any time entitled
to an estate or interest in possession in the land herein indicated as
the dominant tenement or any part thereof within which the right shall
be capable of enjoyment (hereinafter referred to as "the Lot 5 in DP
733213 Proprietor") and any person authorised by him from time to

This is sheet 3 of 87 sheet instrument

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS THE USER INTENDED TO BE CREATED PURSUANT TO SECTION 608
OF THE CONVEYANCING ACT, 1919.

(Sheet 4 of 8 sheets)

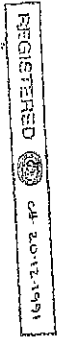
Plan DP 512012 Subdivision covered by Council Clerk's
Certificate No. 1064 of 91

Time and at all times to draw water subject to the conditions

hereinafter contained across and through that part of Lot 52 in the
above mentioned Plan and indicated thereon as the "Easement for Water
Supply 1 wide" (hereinafter referred to as "the servient tenement")
from a rising main of the City of Harbour City Council situated
approximately at the south easterly corner of the servient tenement
together with the right to use for the purposes of such water supply
any line or pipes already laid within the servient tenement for the
purpose of drawing water or any line or pipes in replacement or in
substitution thereof and where no such line or pipes exists to lay
place and maintain a line or pipes beneath but not upon the surface of
the servient tenement and for every person authorised by the said Lot 5
in DP 733213 Proprietor and the persons authorised by him with like
all reasonable precautions to ensure as little disturbance as possible
to the surface of the servient tenement and will restore the surface to
its original condition and provide further that the said Lot 5 in DP
733213 Proprietor will observe the following conditions in the use of
the water supply and the machinery necessary for the enjoyment of the
same:

This is sheet 4 of 87 sheet instrument

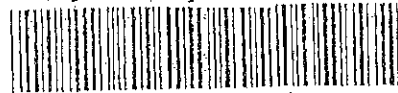
10 20 30 40 50 60 70 80 90 100 110 120 130 140



This negative is a photograph made as a permanent
record of a document in the custody of the
Registrar General this day, 23rd December, 1991

Transferred
Licensee: Midware/Sbfdocs
Fishburn Watson O'Brien
17 OCT 2006
A) TORRENS TITLE
1-0

TRANSFER GRANTING EASEMENT



New South Wales
Real Property Act 1900

AC403582A

PRIVACY NOTE: this information is legally required and will become part of the public record

Servient Tenement (land burdened)	Dominant Tenement (land benefited)
104/1077682, and 104/1077682 Now 1/092544	5/733213

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
	BOX 30P L J KANE & CO Reference (optional): LLBN 123818G	TG
		AVO-OVENS

RELOADED
(C) TRANSFEROR

30 AUG 2006

Registered proprietor of the servient tenement
AUSTRALIAN CHRISTIAN OUTREACH CENTRE LIMITED ACN 002 518 461 AND THE COUNCIL OF THE CITY OF COFFS HARBOUR

(D)

TIME: 9.10

The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants

(E) DESCRIPTION OF EASEMENT

Right of Carriageway 12 Wide burdening that part of the servient tenement shown as "(AD) Proposed Right of Carriageway 12 Wide" on Deposited Plan 1077682 and "(AC) Proposed Right of Carriageway 10 Wide" on Deposited Plan 1077682

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) TRANSFEREE

Registered proprietor of the dominant tenement
IAN JAMES OVENS AND LYNETTE OVENS

DATE

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

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

N Weaver
Nancy Joy Weaver
(J.P. Com. Dec.)

Name of witness:

Address of witness:

9 Olive Place Carndale 4152

Signature of authorised officer:

Peter Thomas Geizer
Secretary COC

Authorised officer's name:

Authority of officer:

Signing on behalf of: AUSTRALIAN CHRISTIAN OUTREACH CENTRE LIMITED ACN 002 518 461 AND THE COUNCIL OF THE CITY OF COFFS HARBOUR

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

Certified correct for the purposes of the Real Property Act 1900 by the transferee.

Signature of witness:

Name of witness:

Michael Bigelow
Solicitor
134 West High Street
Coffs Harbour

Address of witness:

Signature of transferee:

AC 297 054

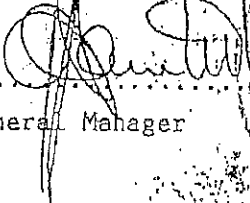
CTS/13765 No 16 TG
1066 11/10/06

1/092544 & 104/1077682 here with

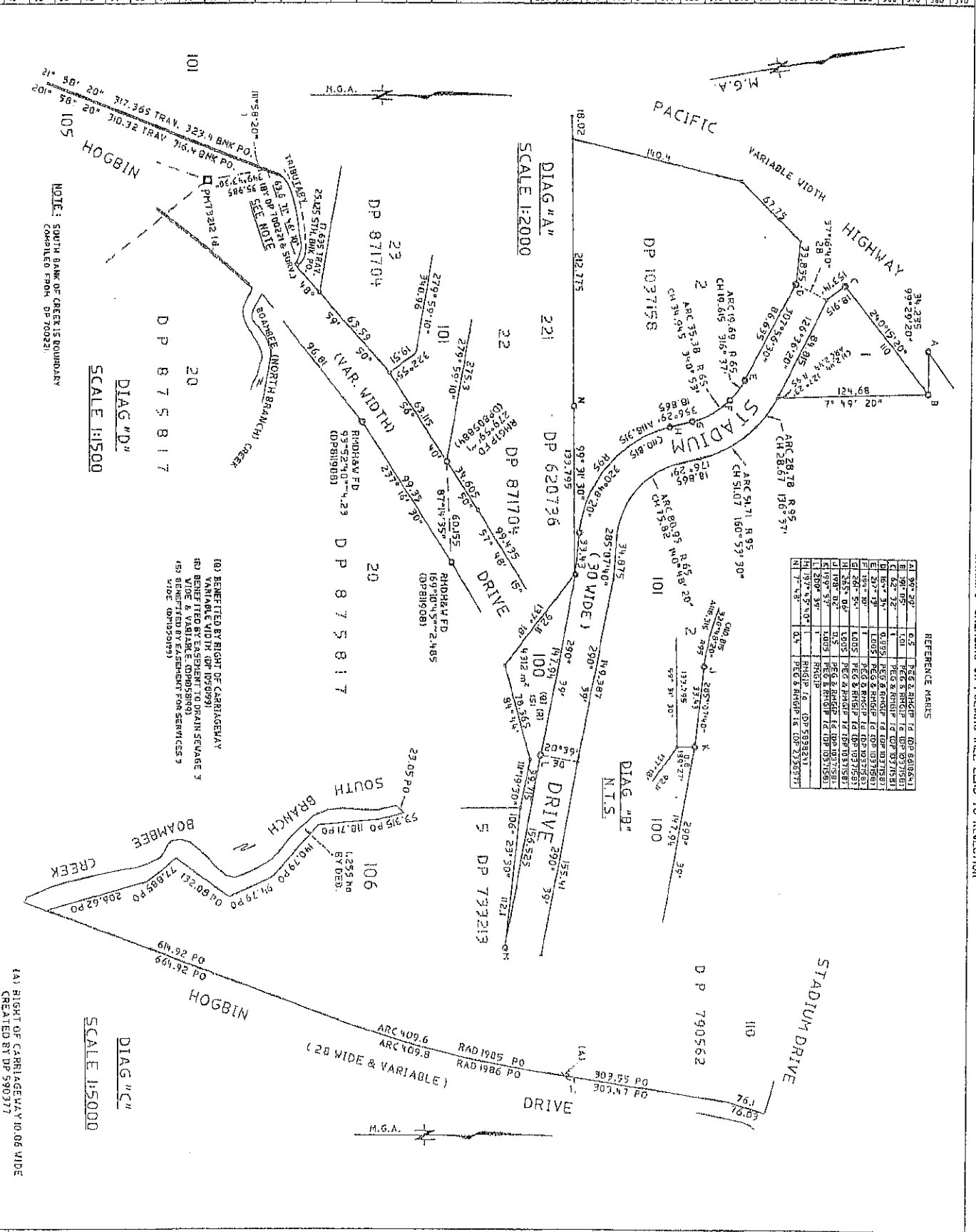
Parties: From AUSTRALIAN CHRISTIAN OUTREACH CENTRE LIMITED ACN 002 518 481 AND THE COUNCIL OF THE CITY OF
COFFS HARBOUR to IAN JAMES OVENS AND LYNETTE OVENS

Dated: 9 / 8 / 06

The Common Seal of Coffs Harbour City Council was hereunto
affixed on the 15th day of August 2006 pursuant to a Resolution
by Council dated the 12th day of June 2006 in the presence
of


.....
General Manager





REFERENCE MARKS

MARK	DESCRIPTION	COORDINATES
1	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
2	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
3	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
4	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
5	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
6	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
7	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
8	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
9	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
10	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
11	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
12	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
13	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
14	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
15	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
16	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
17	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
18	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
19	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000
20	PERG. 2 R.H.O.R.A.W. 14 (DP 608184)	100.000 100.000

NOTE: SOUTH BANK OF CREEK IS BOUNDARY COMPILED FROM DP 700221

DIAG "D"
SCALE 1:5000

DIAG "C"
SCALE 1:5000

(A) RIGHT OF CARRIAGEWAY 10.06 WIDE CREATED BY DP 590371

- (B) BENEFITED BY RIGHT OF CARRIAGEWAY
- (C) BENEFITED BY EASEMENT TO DRAIN SEWAGE
- (D) BENEFITED BY EASEMENT FOR SERVICES

DP1077682

Registered under the Land Use Act 2005

28th NOVEMBER 2003

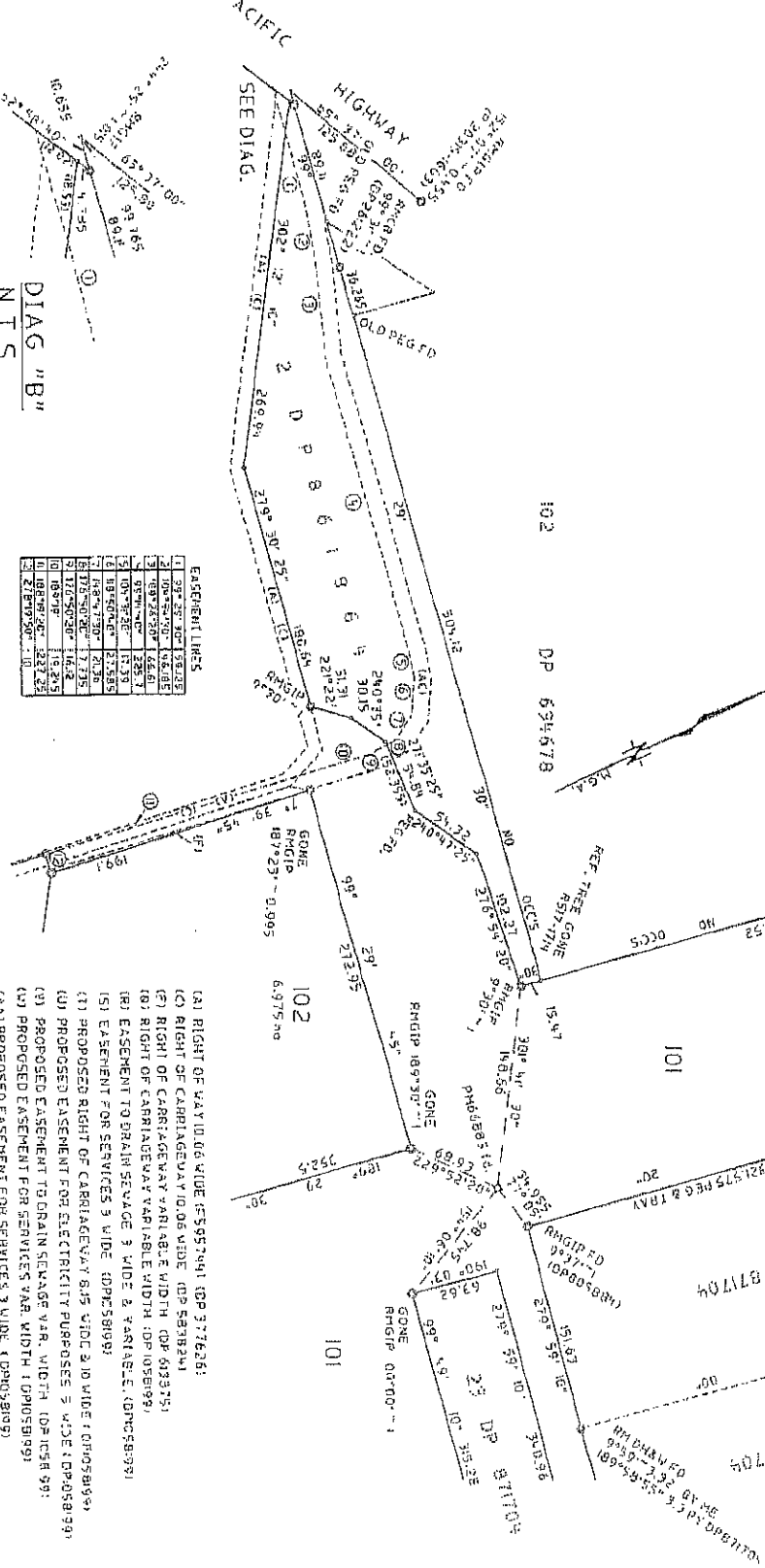
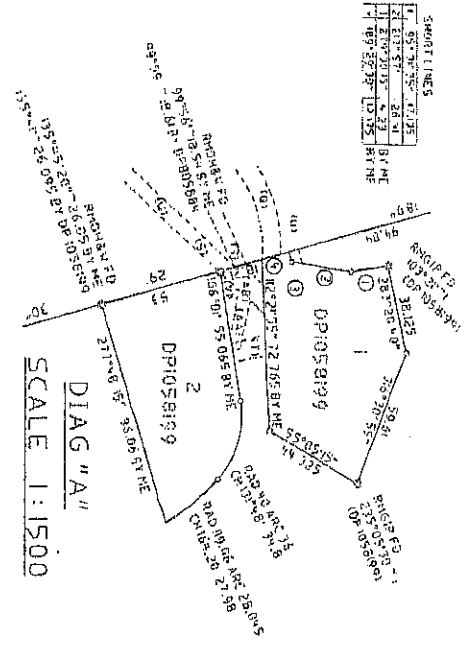
SEE SIGNATURES FORM

SEE SIGNAL TUBES FORM

Revised 15/05

SMART LINES

1	55° 55' 30" W	17.95
2	89° 52' 30" W	28.31
3	109° 52' 30" W	10.75
4	109° 52' 30" W	10.75



EASEMENT LINES

1	99° 55' 30" W	17.95
2	109° 52' 30" W	28.31
3	109° 52' 30" W	10.75
4	109° 52' 30" W	10.75
5	109° 52' 30" W	10.75
6	109° 52' 30" W	10.75
7	109° 52' 30" W	10.75
8	109° 52' 30" W	10.75
9	109° 52' 30" W	10.75
10	109° 52' 30" W	10.75

- (A) RIGHT OF WAY 10.06 WIDE (55° 55' 30" W) (DP 377626)
- (B) RIGHT OF CARRIAGEWAY 10.06 WIDE (DP 581824)
- (C) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 613715)
- (D) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP 105819)
- (E) EASEMENT TO DRAIN SEWAGE 3 WIDE & VARIABLE (DP 105819)
- (F) EASEMENT FOR SERVICES 3 WIDE (DP 105819)
- (G) PROPOSED RIGHT OF CARRIAGEWAY 6.45 WIDE & 10 WIDE (DP 105819)
- (H) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 5 WIDE (DP 105819)
- (I) PROPOSED EASEMENT FOR DRAIN SEWAGE VAR. WIDTH (DP 105819)
- (J) PROPOSED EASEMENT FOR SERVICES VAR. WIDTH (DP 105819)
- (K) PROPOSED EASEMENT FOR DRAIN SEWAGE VAR. WIDTH (DP 105819)
- (L) PROPOSED RIGHT OF CARRIAGEWAY 10 WIDE.

DP1077682

Registered 14/05/05 05:20:05

Not to be used for any other purpose
 2310 BROADBENT 2003
 See Siteplan for details

SEE SIGNALURES PAGE

Address: 2310 Broadbent, Auckland
 Plan of site: 2310 Broadbent, Auckland
 Date of issue: 14/05/05


CERTIFICATES, SIGNATURES AND SEALS

Sheet 1 of 2 sheet(s)

* OFFICE USE ONLY

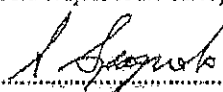
PLAN OF SUBDIVISION OF LOT 3 D.P. 1058199,
 LOT 10 D.P. 1046066, LOT 8 D.P. 613875, LOT 1
 DP700220 AND LOT 101 D.P. 856741 AND
 PROPOSED RIGHT OF CARRIAGEWAY 10 WIDE
 WITHIN LOT 2 D.P. 861864

DP1077682

Registered:  LW 05.05.2005

Surveying Regulation, 2001

I ANTHONY VITTORIO SPAGNOLO
 of NEWNHAM KARL WEIR & PARTNERS PTY LTD
 5 MURDOCK STREET, COFFS HARBOUR
 a surveyor registered under the *Surveying Act, 2002*, certify that the
 survey represented in this plan is accurate, has been made in
 accordance with the *Surveying Regulation, 2001* and was completed
 on 28th NOVEMBER 2003
 The survey relates to IS COMPILED AS REGARDS LOT 106
 (specify the land actually surveyed or specify any land shown in the
 plan that is not the subject of the survey)

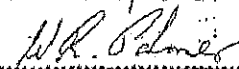
Signature:  Dated: 14.7.04
 Surveyor registered under the *Surveying Act, 2002*


Datum Line: 'X'-'Y'.
 Type: Suburban

SIGNATURES, SEALS and STATEMENTS of intention
 to dedicate public roads or to create public reserves
 and drainage reserves.

IT IS INTENDED TO DEDICATE STADIUM DRIVE TO
 THE PUBLIC AS ROAD, SUBJECT TO THE RIGHT OF
 CARRIAGEWAY 10 WIDE CREATED VIDE DP. 812012
 PROPOSED RIGHT OF CARRIAGEWAY 10 WIDE
 VIDE DP. 1046066, RIGHT OF CARRIAGEWAY 10.06
 WIDE CREATED VIDE F. 595744 AND RIGHT OF
 CARRIAGEWAY 10.06 WIDE CREATED VIDE
 DP583824

The COMMON SEAL of the COUNCIL OF THE
 CITY OF COFFS HARBOUR was hereunto affixed
 on the 16 day of AUGUST 2004 in pursuance
 of a resolution by Council on the 14 day
 of JUNE, 2001


 Mayor (ACTING)


 General Manager

Department of Lands Approval

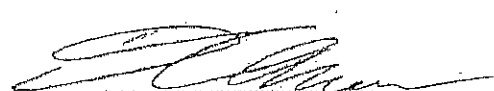
.....in approving this plan certify
 (Authorised Officer)
 that all necessary approvals in regard to the allocation of the land
 shown herein have been given

Signature:.....
 Date:.....
 File Number:.....
 Office:.....

Subdivision Certificate

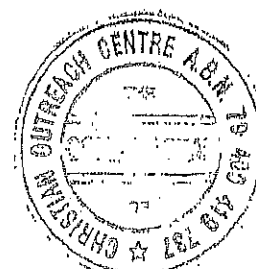
I certify that the provisions of s.109J of the Environmental Planning and
 Assessment Act 1979 have been satisfied in relation to:

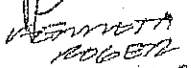
the proposed.....SUBDIVISION..... set out herein
 (insert 'subdivision' or 'new road')


 * Authorised Person/General Manager/Accredited Certifier

Consent Authority: COFFS HARBOUR CITY COUNCIL
 Date of Endorsement: 13/8/04
 Accreditation no:
 Subdivision Certificate no: 31105
 File no:

* Delete whichever is inapplicable.


 CHRISTIAN OUTREACH CENTRE A.B.N. 19 443 410 787
 10001
 10001
 10001


 ROBERT
 SECRETARY
 CHRISTIAN OUTREACH CENTRE
 10001
 10001
 10001


Use PLAN FORM 6A for additional
 certificates, signatures and seals

CERTIFICATES, SIGNATURES AND SEALS

Sheet 2 of 2 sheet(s)

PLAN OF SUBDIVISION OF LOT 3 DP 1058199,
LOT 10 DP 1046066, LOT 8 DP 613875, LOT 1
DP 700220 AND LOT 101 DP 856741 AND
PROPOSED RIGHT OF CARRIAGEWAY 10 WIDE
WITHIN LOT 2 DP861864.

DP1077682

Registered:  HW 05.05.2005

Subdivision Certificate No: 31/05

Date of Endorsement: 13/8/2004

Signed at Sydney the *2nd* day of
December 2004 For Commonwealth
Bank of Australia ABN 48 123 123 124 by its
duly appointed Attorney under Power of
Attorney Book 4297 No 297

Witness

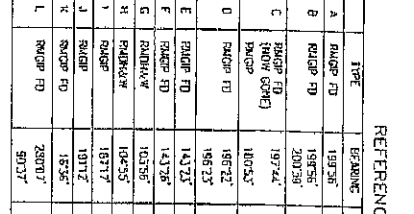
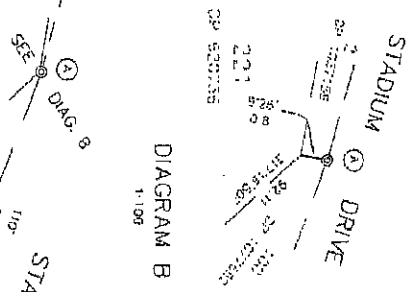

NICK CEH


TARA COATES

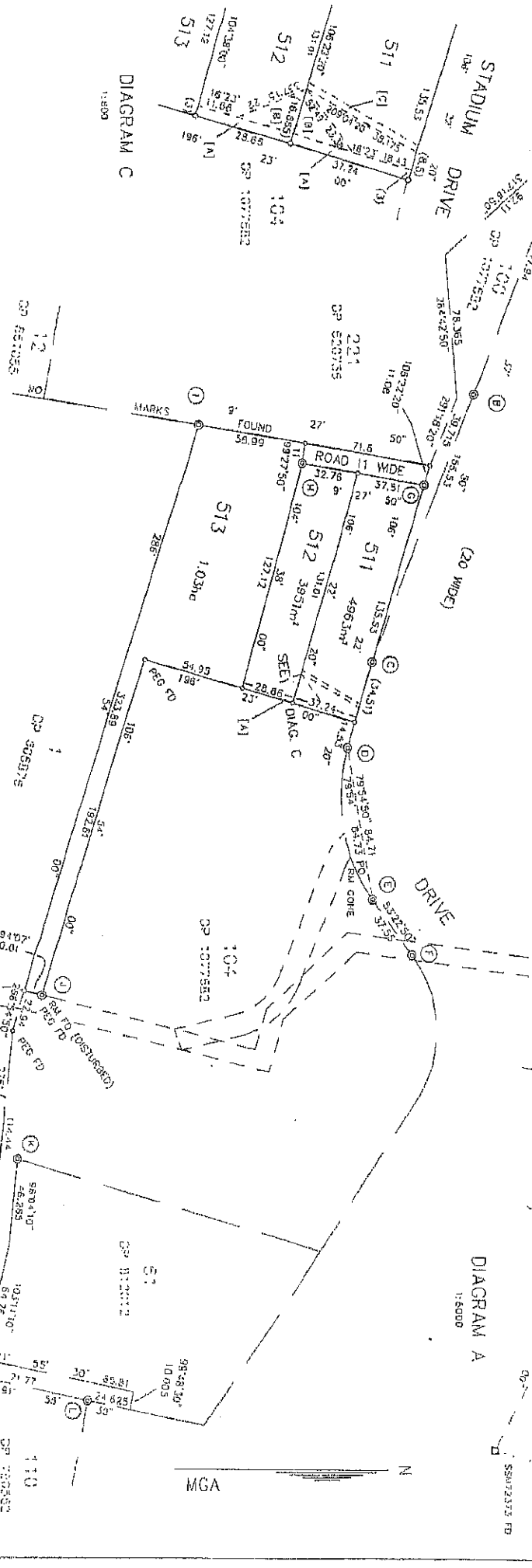
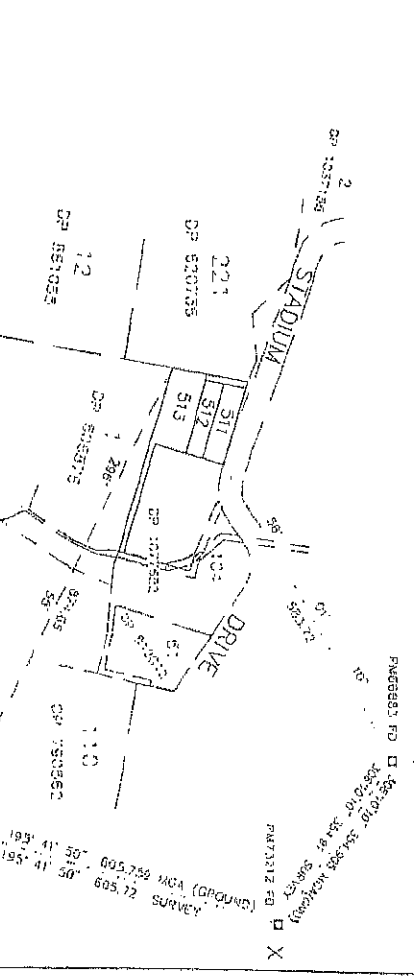
150 George St Parramatta

* OFFICE USE ONLY

SURVEYOR'S REFERENCE:



TYPE	BEARING	DISTANCE	SOURCE
A	RAMP TO	193.36	LODS DP 1027358
B	RAMP TO	189.56	LODS SURVEY DP 1077682
C	RAMP TO	200.39	1 PO DP 1077682
D	RAMP TO	197.42	1 DP 362824
E	RAMP TO	180.53	0.88 PLACED
F	RAMP TO	167.22	0.45 SURVEY DP 1077682
G	RAMP TO	166.23	0.5 PO DP 1077682
H	RAMP TO	143.76	1 DP 1077682
I	RAMP TO	143.76	1 DP 1077682
J	RAMP TO	103.56	3.84 PLACED
K	RAMP TO	106.55	4.44 PLACED
L	RAMP TO	183.77	1.01 PLACED
M	RAMP TO	183.77	2 PLACED
N	RAMP TO	191.12	1 DP 912072
O	RAMP TO	185.56	0.5 PLACED DP 1077682
P	RAMP TO	185.56	0.5 SURVEY DP 1077682
Q	RAMP TO	288.07	1 DP 1077682
R	RAMP TO	90.37	1 DP 1077682



MARK	BEARING	DISTANCE	CLASS	ORDER	METHOD	SOURCE
PA 60683	508.51663	6.645 528.42	56	8	2	FOUND
PA 72312	508.61663	6.645 389.108	56	8	2	FOUND
PA 72313	508.41023	6.644 826.178	56	8	2	FOUND

CLAUDE 35(119) AND CLAUDE 61(2) OF THE SURVEYING AND SPATIAL INFORMATION REGULATION SCHEME
 MGA CO-ORDINATES ADAPTED FROM SONS AS AT 7 MAY 2012
 CORRECTED SCALE FACTOR = 0.99959

MARK	DESCRIPTION
[A]	EASEMENT FOR DRAINAGE OF WATER 3 WIDE
[B]	EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
[C]	EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE

Surveyor: MARTIN PUNDYK
 Date of Survey: 29 MAY 2012
 Surveyor's Ref: 8557

MARK	DESCRIPTION
[A]	EASEMENT FOR DRAINAGE OF WATER 3 WIDE
[B]	EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
[C]	EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE

PLAN OF SUBDIVISION OF LOT 5 DP 178213

MARK	DESCRIPTION
[A]	EASEMENT FOR DRAINAGE OF WATER 3 WIDE
[B]	EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH
[C]	EASEMENT FOR ELECTRICITY PURPOSES 2 WIDE

LSGA: COFFEY HARBOUR
 Locality: COFFEY HARBOUR
 Subdivision No: 8712
 Lapsed and Inoperative. Production File No: 1320

Registered 13.9.2012

DP1178334

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 sheet(s)

SIGNATURES, SEALS AND STATEMENTS of intention to dedicate public roads, public reserves and drainage reserves or create easements, restrictions on the use of land and positive covenants

Office Use Only

DP1178334

PURSUANT TO SECTION 88(B) OF THE CONVEYANCING ACT 1919-64 IT IS INTENDED TO CREATE:

- 1) EASEMENT FOR DRAINAGE OF WATER 3 WIDE.
- 2) EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH.
- 3) ~~EASEMENT~~ FOR ELECTRICITY PURPOSES 2 WIDE. EASEMENT

Registered:  13.9.2012

Office Use Only

Title System: TORRENS

Purpose: SUBDIVISION

IT IS INTENDED TO DEDICATE THE ROAD 11 WIDE TO THE PUBLIC AS PUBLIC ROAD
 New South Wales *Sydney Overseas*

PLAN OF
 SUBDIVISION OF
 LOT 5 DP 733213

EXECUTED by BENDIGO AND ADELAIDE BANK LTD ABN 11 068 049 178 by being signed by its Attorneys *Kathryn Clark* *Leanda Marie Gilbert* who certify that they are the *Lawyers practicing office* respectively for the time being of the Company under the Power of Attorney dated 9 April 2008 registered in Book 4542 Number 334 in the presence of - *[Signature]* Attorney

LGA: COFFS HARBOUR
 Locality: COFFS HARBOUR
 Parish: BONVILLE
 County: RALEIGH

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

Signature of witness *[Signature]*

Name of witness **Danielle Peta Gulbin**

Address of witness *78 Bichmore St*

If space is insufficient use PLAN FORM 6A annexure sheet

Survey Certificate

I, MARTIN PUNDYK of BLAIRLANSEY SURVEYS, PO BOX 2453, COFFS HARBOUR a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed on: 29 MAY 2012

The survey relates to Lots 511, 512 and 513.....

(specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature *[Signature]* Dated: 31/05/2012
 Surveyor registered under the Surveying and Spatial Information Act 2002

Crown Lands NSW/Western Lands Office Approval
 in approving this plan certify (Authorised Officer) that all necessary approvals in regard to the allocation of the land shown herein have been given
 Signature:
 Date:
 File Number:
 Office:

Datum Line: X - Y
 Type: Urban

Plans used in the preparation of survey/compilation

- DP 733213
- DP 812012
- DP 1077682

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to:

the proposed subdivision set out herein (insert 'subdivision' or 'new road')

* Authorised Person/General Manager/Accredited Certifier

Consent Authority: COFFS HARBOUR CITY COUNCIL
 Date of Endorsement: 2/8/2012
 Accreditation no:
 Subdivision Certificate no: 8112
 File no: 468/12

If space is insufficient use PLAN FORM 6A annexure sheet

* Strike through inapplicable parts.

Surveyor's Reference: 8557

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

Sheet 1 of 2

Deposited Plan: **DP1178334** Subdivision of Lot 5 in Deposited Plan 733213
covered by subdivision certificate no. 87/12.
Date: 8/8/2012

Full name and address of registered proprietor:

IAN JAMES OVENS and LYNETTE OVENS
of PO Box 1975
Coffs Harbour NSW 2450

PART 1

Number of item shown on Plan Form 6	Identity of easement, restriction or positive covenant to be created and referred to in the plan	Burdened lots	Benefited lots, roads, bodies or prescribed authorities
1	Easement for Drainage of Water 3 Wide	511 512	512 and 513 513
2	Easement for Drainage of Water Variable Width	511 and 512 512	512 and 513 513
3	Easement for Electricity Purposes 2 Wide	511	512 and Essential Energy

Name of person empowered to release, vary or modify the easements and/or restrictions firstly, secondly and thirdly referred to in the plan:

The registered proprietors of each of the lots being lands to which the benefit of the easements to be released varied or modified are appurtenant (if any) together with any authority having the benefit of the easements to be released, varied or modified.

ePlan

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS ON USE INTENDED TO BE
CREATED PURSUANT TO SECTION 88B CONVEYANCING ACT 1919

Lengths are in metres

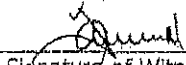
Sheet 2 of 2

Deposited Plan: **DP1178334**

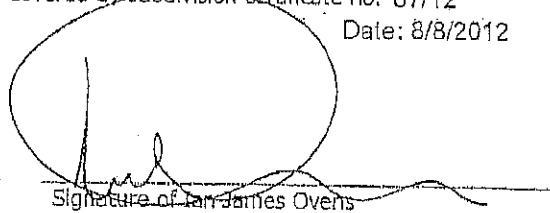
Subdivision of Lot 5 in Deposited Plan 733213
covered by subdivision certificate no. 87/12

Date: 8/8/2012

Executed by Ian James Ovens in the presence of:


Signature of Witness

DAVID STEPHEN YARNOLD
Name of Witness


Signature of Ian James Ovens

14 SIMON STREET CORINDI BEACH NSW
Address of Witness

Executed by Lynette Ovens in the presence of:


Signature of Witness

DAVID STEPHEN YARNOLD
Name of Witness



Signature of Lynette Ovens

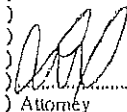
14 SIMON STREET CORINDI BEACH NSW
Address of Witness

Executed by BENDIGO AND ADELAIDE BANK
LIMITED, mortgagee pursuant to mortgage no.
AC236640

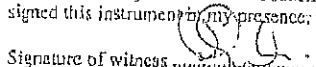
New South Wales

EXECUTED by BENDIGO AND ADELAIDE
BANK LTD ABN 11 068 049 178 by being signed)
by its Attorneys Katrina Callaway)
Lindamarie Gilbert)
who certify that they are the)
sole directors/officers)
of the said company)
respectively for the time being of the)
Company under the Power of Attorney)
dated 9 April 2008 registered in)
Book 4542 Number 334 in the presence)
of -)


Attorney


Attorney

I certify that the attorney(s) signing opposite,
with whom I am personally acquainted or as
to whose identity I am otherwise satisfied,
signed this instrument in my presence:


Signature of witness

Danielle Peta Gulbin
Name of witness

28 Brisbane St
Ipswich Qb 4305
Address of witness

COFFS HARBOUR CITY COUNCIL

Planning Certificate under Section 10.7

Environmental Planning and Assessment Act 1979



Certificate No: 1071431/21

Date of Issue: 09/02/2021

Property No: 2269025

(Email certificate to: adendorffs@adendorffs.com.au)

Applicant: ADENDORFFS SOLICITORS & CONVEYANCERS
LEVEL 1
57 GRAFTON STREET
COFFS HARBOUR NSW 2450

Your Reference: 122873

Owner's Name: TED OVENS DEVELOPMENTS PTY LTD

Address of Property: 7/3 TED OVENS DRIVE
COFFS HARBOUR NSW 2450

Legal Description: Lot 7 S/P 101893

Please Note:

The zoning information in this certificate is based on the lot and plan number referred to in this Certificate. If the lot and plan number is not the current description of the land then this Certificate will be incorrect. Persons relying on this Certificate should satisfy themselves by reference to the Title Deed that the land to which this Certificate relates is identical to the land the subject of the enquiry.

A reference in this certificate to any instrument, including Coffs Harbour City Council Local Environmental Plan 2013, is a reference to that instrument, as amended.

Section 10.7 (2) Matters

In accordance with section 10.7(2) of the Environmental Planning and Assessment Act 1979, at the date of this certificate the following information is provided in respect of the prescribe matters to be included in a planning certificate.

Coffs Harbour City Council

ABN 79 126 214 487

- All correspondence to be addressed to General Manager, Locked Bag 155, COFFS HARBOUR NSW 2450
 - Administration Building, 2 Castle Street, COFFS HARBOUR
 - Telephone (02) 6648 4000
 - Email: coffs.council@chcc.nsw.gov.au
 - Internet: www.coffsharbour.nsw.gov.au
-

CONTENTS

1.	Name of relevant Planning Instrument.....	3
2.	Zoning and Land Uses under relevant Local Environmental Plan.....	3
3.	Relevant State Environmental Planning Policies and Proposed State Environmental Planning Policies.....	5
4.	Erection of Dwelling-House	5
5.	Heritage Conservation Status.....	5
6.	Demolition of Buildings.....	5
7.	Relevant Development Control Plans	5
8.	State Significant Development.....	6
9.	Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works	6
10.	Mine Subsidence.....	6
11.	Road Widening and Road Realignment.....	6
12.	Council and other Public Authority Policies on Hazard Risk Restrictions	7
12B.	Contaminated Land	7
12C.	Legal Public Access	7
12D.	Road Maintenance	7
13.	Critical Habitat.....	8
14.	Developer Contributions Plans	8
15.	Bush Fire Prone Land	8
16.	Subdivision Restriction	8
17.	Wildlife Refuges and Conservation Agreements.....	8
18.	Koala Habitat.....	9
19.	Property Vegetation Plans.....	9
20.	Complying Development	9
21.	Site Compatibility Certificates and Conditions for Affordable Housing	10
22.	Site Compatibility Certificates for Infrastructure	10
23.	Site Compatibility Certificates and Conditions for Seniors Housing	11
24.	Orders Under Trees (Disputes between Neighbours) Act 2006	11
25.	Flood Related Development Controls Information	11
26.	Land Reserved for Acquisition.....	11
27.	Directions under Part 3A	11

1. Name of relevant Planning Instrument

Where a local environmental plan, a deemed environmental planning instrument, or a draft local environmental plan that has been placed on exhibition pursuant to section 66(1)(b) of the Act restricts, or purports to restrict, the purposes for which development may be carried out on the land, state:

- (i) the name of the instrument;

Coffs Harbour Local Environmental Plan 2013

- (ii) the purposes for which development may be carried out in accordance with that instrument without development consent and with development consent; and

- (iii) the purposes for which the carrying out of development is prohibited under that instrument.

See reply to 2.(ii) and (iii) below

2. Zoning and Land Uses under relevant Local Environmental Plan

Where the land is identified as being within a zone (within the meaning of an instrument referred to in paragraph (i)), state:

- (i) the name of the instrument and of the zone;

Coffs Harbour Local Environmental Plan 2013

B1 B1 Neighbourhood zone

- (ii) the purposes for which development may be carried out within that zone without development consent and with development consent. Refer to the Coffs Harbour Local Environmental Plan 2013 Part 2 - Permitted or prohibited development (Land Use Table).

- (iii) the purposes for which the carrying out of development is prohibited within that zone: Refer to the Coffs Harbour Local Environmental Plan 2013 Part 2 – Permitted or prohibited development (Land Use Table).

ZONE B1 NEIGHBOURHOOD CENTRE**1 Objectives of zone**

- To provide a range of small-scale retail, business and community uses that serve the needs of people who live or work in the surrounding neighbourhood.
- To facilitate the development of neighbourhood-scale facilities and services that do not detract from the core commercial functions of the Coffs Harbour central business district.
- To allow for residential development while maintaining active retail, business or other non-residential uses at street level.
- To ensure that new commercial buildings make a positive contribution to the streetscape and contribute to a safe public domain.

2 Permitted without consent

Building identification signs; Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Boarding houses; Business premises; Child care centres; Community facilities; Health consulting rooms; High technology industries; Home industries; Kiosks; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Respite day care centres; Restaurants or cafes; Roads; Shop top housing; Shops; Take away food and drink premises; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Office premises; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Resource recovery facilities; Restricted premises; Retail premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water treatment facilities; Wharf or boating facilities; Wholesale supplies

(Note: The following clauses may also apply to the development of this land:

- Clause 5.9—Preservation of trees or vegetation
- Clause 7.1—Acid sulphate soils
- Clause 7.2—Earthworks
- Clause 7.7—Limited development on foreshore area)

3. Relevant State Environmental Planning Policies and Proposed State Environmental Planning Policies

Any matter relating to a State Environmental Planning Policy or a Regional Environmental Plan applying to the land or to a Draft State Environmental Policy or Draft Regional Environmental Plan applying to that land, which the Minister has, generally or in any particular case, notified the Council should be specified in the Certificate.

See Schedule 1 attached

4. Erection of Dwelling-House

Is the erection of a dwelling-house on the land subject to a development standard relating to the minimum area on which the dwelling-house may be erected?

Yes – refer to Coffs Harbour Local Environmental Plan 2013 Lot Size Map

(a) For provisions relating to the erection of a dwelling house in Zone B5 refer to Clause 7.15 of the Coffs Harbour Local Environmental Plan 2013.

(b) For provisions relating to the erection of a dwelling house in Zone IN1 refer to Clause 7.16 of the Coffs Harbour Local Environmental Plan 2013.

Note:

(a) Compliance with the minimum area per allotment size does not guarantee that a Development Application for a dwelling, attached or detached dual occupancy or multi-unit housing will be approved. Council is required to assess the Development Application against applicable legislative requirements including, but not limited to the Coffs Harbour Local Environmental Plan 2013 and the Environmental Planning and Assessment Act 1979, as well as associated relevant Development Control Plans, Council policies and strategies. If unsure, Council recommends that you enquire with a relevant Planning professional about the relevant requirements for development proposals.

Where the area of the subject land is less than that shown on the Lot Size Map, to obtain information in relation to the permissibility of a dwelling it is recommended that a Permissibility of a dwelling enquiry, for which a fee is payable in accordance with Council's adopted Fees & Charges Schedule, be submitted to Council. Contact Council's Customer Services Section on (02) 6648 4000 for further information.

5. Heritage Conservation Status

Is the property in a heritage conservation area or identified as a heritage property by Council or State Government? (and if so, what is the status, e.g. local environmental plan, Heritage Act etc)?

No

6. Demolition of Buildings

Does the demolition of any building on the land require development consent to be obtained?

Yes, except under the circumstances outlined in Clause 2.7 of Coffs Harbour Local Environmental Plan 2013.

7. Relevant Development Control Plans

Where a development control plan (DCP) that is expressed to apply to the land has been approved under clause 24(1), the name of the plan (whether or not the plan is in force).

Coffs Harbour Development Control Plan 2015

8. State Significant Development

Is the land subject to any application to carry out development, the subject of a notice by the Minister under section 76A(7)(b) of the Act declaring the development to be State Significant development?

No

All applications for canal development or artificial waterways must be referred to the Minister for Planning for determination.

Note: For development or classes of development that are, in the opinion of the Minister, State Significant, also refer to State Environmental Planning Policy (State Significant Development) 2005.

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note.

Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

Coffs Harbour City Council has no record of the subject land being subject to annual charges under Section 496B of the Local Government Act 1993

10. Mine Subsidence

Has the land been proclaimed to be a Mine Subsidence District within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961?

No

11. Road Widening and Road Realignment

Is the land affected by any road widening or road realignment under:

- (i) Division 2 of Part 3 of the Roads Act 1993;

No

- (ii) any environmental planning instrument; or

No

- (iii) any resolution of the Council?

No

12. 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
- (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 landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

There are no policies. However, refer to the information provided under section 10.7(5) below in Schedule 2.

12B. Contaminated Land

Matters arising under the Contaminated Land Management Act 1997:

- (i) Is the land to which this certificate relates within land declared to be “significantly contaminated land” under Part 3 of Contaminated Land Management Act 1997 at the date this certificate is issued?

No

- (ii) Is the land to which this certificate relates subject to a “management order” within the meaning of that Act at the date this certificate is issued?

No

- (iii) Is the land to which this certificate relates the subject of an approved voluntary management proposal the subject of the Department of Environment and Conservation’s agreement under section 17 of that Act and the proposal has not been fully carried out at the date this certificate is issued?

No

- (iv) Is the land to which this certificate relates subject to an “ongoing maintenance order” within the meaning of the Act at the date this certificate is issued?

No

- (v) Has a copy of a site audit statement, concerning the land to which this certificate relates, been provided to Council prior to the issuing of this certificate?

No

12C. Legal Public Access

Is the property affected by constraints to legal public access?

No

12D. Road Maintenance

Is this property’s legal local access provided by a Crown Road or a Council Road that is not currently maintained by Council?

No

13. Critical Habitat

Has critical habitat been identified on the property?

No

14. Developer Contributions Plans

The following Developer Contributions Plans, in accordance with Section 94 of the Environmental Planning and Assessment Act, 1979, may apply:

Coffs Harbour Open Space 2016
Coffs City Harbour Road Network 2016
Surf Rescue Facilities 2016
Coffs Harbour Administration Levy 2016
Hearnes Lake/Sandy Beach Release Area 2016
Korora Rural residential Release Area 2016
Moonee Release Area 2016
North Boambee Valley (East) Release Area 2016
North Bonville 2016
Park Beach Area 2016
South Coffs 2016
West Coffs Harbour 2016
West Woolgoolga 2016
Bonville large lot residential Release Area 2017

15. Bush Fire Prone Land

Is the land to which this certificate relates, or any part of that land, bush fire prone land (as defined in the Environmental Planning and Assessment Act 1979), at the date this certificate is issued?

No

16. Subdivision Restriction

Has the Council by resolution adopted a policy to restrict development of the land for the purposes of subdivision?

No

17. Wildlife Refuges and Conservation Agreements

Has any part of the land:

- been proclaimed a Wildlife Refuge under s.68 of the National Parks and Wildlife Act 1974; or
- has a Conservation Agreement been registered under s.69B of the National Parks and Wildlife Act 1974?

No

Note: Further information on conservation options for landholders (including voluntary conservation agreements, wildlife refuges, Land for Wildlife and Conserve Wildlife) may be obtained from the Conservation Partnerships Unit, NSW Government Office of Environment and Heritage.

18. Koala Habitat

If the land contains koala habitat identified by Council's Koala Plan of Management 1999, state the classification of koala habitat (Primary, Secondary or Tertiary).

Not Applicable

19. Property Vegetation Plans

Has Council been notified by the relevant approval authority that the property is subject to a Property Vegetation Plan created under the Native Vegetation Act 2003?

No

20. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Yes, complying development Housing Code may be carried out for the reason that the land is not identified by one or more of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Note 1:

Please refer to clause 3.1 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification on development that is complying under the Housing Code.

Note 2:

Certain types of development are not considered to be complying development under this code. Please check Section 3.2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification.

Note 3:

Where restrictions do not apply above and where the land is identified in this certificate as being a bushfire prone or flood control lot, the Housing Code list special provisions for development. For specific requirements, reference should be made to Clause 3.4 - Development Standards for Bush Fire Prone Land, and Clause 3.5 - Development Standards for Flood Control Lots under the Codes SEPP at www.legislation.nsw.gov.au.

Rural Housing Code

N/A, The Rural Housing Code applies to development on land in Zones RU2, RU3, and R5.

Housing Alterations Code and General Development Code

Yes, complying development Housing Alterations Code and General Development Code may be carried out for the reason that the land is not identified by one or more of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Note 1:

The Housing Alterations Code applies to certain types of internal and external alterations refer to Part 4, Sections 4.3 and 4.4 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification.

Note 2:

The General Development Code applies to certain types of development refer to Part 4A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification.

Commercial and Industrial (New Buildings and Additions) Code

Yes, complying development Commercial and Industrial (New Buildings and Additions Code may be carried out for the reason that the land is not identified by one or more of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

21. Site Compatibility Certificates and Conditions for Affordable Housing

Is the land, to which this Certificate relates, subject to a site compatibility certificate and conditions for affordable rental housing?

No

Coffs Harbour City Council has no record of a current site compatibility certificate (affordable rental housing) applying to the subject land.

For further information please contact the head office of the Department of Planning.

22. Site Compatibility Certificates for Infrastructure

Is the land, to which this Certificate relates, subject to a site compatibility certificate and conditions for infrastructure?

No

Coffs Harbour City Council has no record of a current site compatibility certificate (infrastructure) applying to the subject land.

For further information please contact the head office of the Department of Planning.

23. Site Compatibility Certificates and Conditions for Seniors Housing

Is the land, to which this Certificate relates, subject to a site compatibility certificate and conditions for seniors housing?

No

Coffs Harbour City Council has no record of a current site compatibility certificate (seniors housing) applying to the subject land.

For further information please contact the head office of the Department of Planning.

24. Orders Under Trees (Disputes between Neighbours) Act 2006

Has Council been notified that the subject land is subject to an Order under the *Trees (Disputes between Neighbours) Act 2006*?

No

25. Flood Related Development Controls Information

(a) Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) subject to flood related development controls?

No

(b) Is development on the land or part of the land for any other purposes subject to flood related development controls?

No

26. Land Reserved for Acquisition

Does the prevailing environmental planning instrument or proposed environmental planning instrument (referred to in Clause 1 of this Certificate) make provision in relation to acquisition of the land by a public authority?

No

27. Directions under Part 3A

Is there a direction by the Minister in force under Section 75P(2)(c1) of the EPA Act, that a provision of an environmental planning instrument prohibits or restricts the carrying out of a project or a stage of a project on the land under Part 4 of the Act?

No

SCHEDULE 1

This list is intended as a guide only. Please refer to <http://www.legislation.nsw.gov.au> or <http://www.planning.nsw.gov.au> for full details of each policy.

- State Environmental Planning Policy No. 21—Caravan Parks
- State Environmental Planning Policy No. 33—Hazardous and Offensive Development
- State Environmental Planning Policy No. 36—Manufactured Home Estates
- State Environmental Planning Policy No. 50—Canal Estate Development
- State Environmental Planning Policy No. 55—Remediation of Land
- State Environmental Planning Policy No. 64—Advertising and Signage
- State Environmental Planning Policy No. 65—Design Quality of Residential Apartment Development
- State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Aboriginal Land) 2019
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Coastal Management) 2018
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Koala Habitat Protection) 2019
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (State Significant Precincts) 2005
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

SCHEDULE 2**INFORMATION PROVIDED PURSUANT TO SECTION 10.7 SUBSECTION (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

The following additional information is furnished in respect of the land pursuant to subsection (5), and is subject to subsection (6).

A Coastal Processes

- (i) The Coffs Harbour City Council Climate Change Policy (POL-040) articulates Council's position and response to Climate Change. This policy applies to land within the Coffs Harbour Local Government Area.

B Native Vegetation

- *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017* provides that a person must not clear vegetation in any non-rural area of the State to which Part 3 of the policy applies without the authority conferred by a permit granted by the Council under that Part.

E1.1 Preservation of Trees and Vegetation of Coffs Harbour Development Control Plan applies to all land within the Coffs Harbour Local Government Area. The objectives of this control are to prescribe for the purposes of *SEPP (Vegetation in Non-Rural Areas) 2017* vegetation for preservation.

C General Matters

There is nothing relevant in terms of the advices Council provides here.

D Notices of Approval

Council has not been notified of any additional notices of approval (i.e. private land conservation agreements, set aside areas, private native forestry, biodiversity certified land and site compatibility certificates).

North Coast Regional Plan 2036

The primary purpose of the Regional Strategy is to ensure that adequate land is available and appropriately located to accommodate the projected housing and employment needs of the Region's population over the next 25 years. The Strategy sets the policy to govern where and how growth can occur. The Strategy represents an agreed NSW Government position on the future of the Mid North Coast. It is the pre-eminent planning document for the Mid North Coast and complements and informs other relevant State planning instruments. The Mid North Coast Regional Strategy applies to the period 2006-2031 and will be reviewed every five years.

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

For further information regarding this Certificate, please contact Council on 6648 4000.

Steve McGrath
General Manager

ATTACHMENT 1**Part 7 Additional local provisions****7.1 Acid sulphate soils**

- (1) The objective of this clause is to ensure that development does not disturb, expose or drain acid sulphate soils and cause environmental damage.
- (2) Development consent is required for the carrying out of works described in the Table to this subclause on land shown on the Acid Sulphate Soils Map as being of the class specified for those works.

Class of land	Works
1	Any works.
2	Works below the natural ground surface. Works by which the watertable is likely to be lowered.
3	Works more than 1 metre below the natural ground surface. Works by which the watertable is likely to be lowered more than 1 metre below the natural ground surface.
4	Works more than 2 metres below the natural ground surface. Works by which the watertable is likely to be lowered more than 2 metres below the natural ground surface.
5	Works within 500 metres of adjacent Class 1, 2, 3 or 4 land that is below 5 metres Australian Height Datum and by which the watertable is likely to be lowered below 1 metre Australian Height Datum on adjacent Class 1, 2, 3 or 4 land.

- (3) Development consent must not be granted under this clause for the carrying out of works unless an acid sulphate soils management plan has been prepared for the proposed works in accordance with the Acid Sulphate Soils Manual and has been provided to the consent authority.
- (4) Despite subclause (2), development consent is not required under this clause for the carrying out of works if:
- a preliminary assessment of the proposed works prepared in accordance with the Acid Sulphate Soils Manual indicates that an acid sulphate soils management plan is not required for the works, and
 - the preliminary assessment has been provided to the consent authority and the consent authority has confirmed the assessment by notice in writing to the person proposing to carry out the works.
- (5) Despite subclause (2), development consent is not required under this clause for the carrying out of any of the following works by a public authority (including ancillary work such as excavation, construction of access ways or the supply of power):
- emergency work, being the repair or replacement of the works of the public authority, required to be carried out urgently because the works have been damaged, have ceased to function or pose a risk to the environment or to public health and safety,
 - routine maintenance work, being the periodic inspection, cleaning, repair or replacement of the works of the public authority (other than work that involves the disturbance of more than 1 tonne of soil),
 - minor work, being work that costs less than \$20,000 (other than drainage work).

- (6) Despite subclause (2), development consent is not required under this clause to carry out any works if:
- (a) the works involve the disturbance of less than 1 tonne of soil, and
 - (b) the works are not likely to lower the watertable.

7.3 Flood planning

- (1) The objectives of this clause are as follows:
- (a) to minimise the flood risk to life and property associated with the use of land,
 - (b) to allow development on land that is compatible with the land's flood hazard, taking into account projected changes as a result of climate change,
 - (c) to avoid significant adverse impacts on flood behaviour and the environment.
- (2) This clause applies to land at or below the flood planning level.
- (3) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that the development:
- (a) is compatible with the flood hazard of the land, and
 - (b) is not likely to significantly adversely affect flood behaviour resulting in detrimental increases in the potential flood affectation of other development or properties, and
 - (c) incorporates appropriate measures to manage risk to life from flood, and
 - (d) is not likely to significantly adversely affect the environment or cause avoidable erosion, siltation, destruction of riparian vegetation or a reduction in the stability of river banks or watercourses, and
 - (e) is not likely to result in unsustainable social and economic costs to the community as a consequence of flooding.
- (4) A word or expression used in this clause has the same meaning as it has in the *Floodplain Development Manual* (ISBN 0 7347 5476 0), published in 2005 by the NSW Government, unless it is otherwise defined in this clause.
- (5) In this clause:
- flood planning level** means the level of a 1:100 ARI (average recurrent interval) flood event plus 0.5 metre freeboard.

7.4 Terrestrial biodiversity

- (1) The objective of this clause is to maintain terrestrial biodiversity by:
- (a) protecting native fauna and flora, and
 - (b) protecting the ecological processes necessary for their continued existence, and
 - (c) encouraging the conservation and recovery of native fauna and flora and their habitats.
- (2) This clause applies to land identified as "Biodiversity" on the Terrestrial Biodiversity Map.
- (3) Before determining a development application for development on land to which this clause applies, the consent authority must consider:
- (a) whether the development is likely to have:
 - (i) any adverse impact on the condition, ecological value and significance of the fauna and flora on the land, and
 - (ii) any adverse impact on the importance of the vegetation on the land to the habitat and survival of native fauna, and
 - (iii) any potential to fragment, disturb or diminish the biodiversity structure, function and composition of the land, and
 - (iv) any adverse impact on the habitat elements providing connectivity on the land, and


- (b) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.
- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that:
 - (a) the development is designed, sited and will be managed to avoid any significant adverse environmental impact, or
 - (b) if that impact cannot be reasonably avoided by adopting feasible alternatives—the development is designed, sited and will be managed to minimise that impact, or
 - (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.

7.5 Drinking water catchments

- (1) The objective of this clause is to protect drinking water catchments by minimising the adverse impacts of development on the quality and quantity of water entering drinking water storages.
- (2) This clause applies to land identified as “Drinking water catchment” on the Drinking Water Catchment Map.
- (3) Before determining a development application for development on land to which this clause applies, the consent authority must consider the following:
 - (a) whether or not the development is likely to have any adverse impact on the quality and quantity of water entering the drinking water storage, having regard to the following:
 - (i) the distance between the development and any waterway that feeds into the drinking water storage,
 - (ii) the on-site use, storage and disposal of any chemicals on the land,
 - (iii) the treatment, storage and disposal of waste water and solid waste generated or used by the development,
 - (b) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.
- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that:
 - (a) the development is designed, sited and will be managed to avoid any significant adverse impact on water quality and flows, or
 - (b) if that impact cannot be reasonably avoided—the development is designed, sited and will be managed to minimise that impact, or
 - (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.

7.6 Riparian land and watercourses

- (1) The objective of this clause is to protect and maintain the following:
 - (a) water quality within watercourses,
 - (b) the stability of the bed and banks of watercourses,
 - (c) aquatic and riparian habitats,
 - (d) ecological processes within watercourses and riparian areas.
- (2) This clause applies to all of the following:
 - (a) land identified as “Watercourse” on the Riparian Lands and Watercourses Map,
 - (b) all land that is within 40 metres of the top of the bank of each watercourse on land identified as “Watercourse” on that map.

-
- (3) Before determining a development application for development on land to which this clause applies, the consent authority must consider:
- (a) whether or not the development is likely to have any adverse impact on the following:
 - (i) the water quality and flows within the watercourse,
 - (ii) aquatic and riparian species, habitats and ecosystems of the watercourse,
 - (iii) the stability of the bed and banks of the watercourse,
 - (iv) the free passage of fish and other aquatic organisms within or along the watercourse,
 - (v) any future rehabilitation of the watercourse and riparian areas, and
 - (a) whether or not the development is likely to increase water extraction from the watercourse, and
 - (b) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.
- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that:
- (a) the development is designed, sited and will be managed to avoid any significant adverse environmental impact, or
 - (b) if that impact cannot be reasonably avoided—the development is designed, sited and will be managed to minimise that impact, or
 - (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.
- 

COFFS HARBOUR CITY COUNCIL

Planning Certificate under Section 10.7 Environmental Planning and Assessment Act 1979



Certificate No: 1071432/21

Date of Issue: 09/02/2021

Property No: 2269030

(Email certificate to: adendorffs@adendorffs.com.au)

Applicant: ADENDORFFS SOLICITORS & CONVEYANCERS
LEVEL 1
57 GRAFTON STREET
COFFS HARBOUR NSW 2450

Your Reference: 122873

Owner's Name: TED OVENS DEVELOPMENTS PTY LTD

Address of Property: 8/3 TED OVENS DRIVE
COFFS HARBOUR NSW 2450

Legal Description: Lot 8 S/P 101893

Please Note:

The zoning information in this certificate is based on the lot and plan number referred to in this Certificate. If the lot and plan number is not the current description of the land then this Certificate will be incorrect. Persons relying on this Certificate should satisfy themselves by reference to the Title Deed that the land to which this Certificate relates is identical to the land the subject of the enquiry.

A reference in this certificate to any instrument, including Coffs Harbour City Council Local Environmental Plan 2013, is a reference to that instrument, as amended.

Section 10.7 (2) Matters

In accordance with section 10.7(2) of the Environmental Planning and Assessment Act 1979, at the date of this certificate the following information is provided in respect of the prescribe matters to be included in a planning certificate.

Coffs Harbour City Council

ABN 79 126 214 487

- All correspondence to be addressed to General Manager, Locked Bag 155, COFFS HARBOUR NSW 2450
 - Administration Building, 2 Castle Street, COFFS HARBOUR
 - Telephone (02) 6648 4000
 - Email: coffs.council@chcc.nsw.gov.au
 - Internet: www.coffsharbour.nsw.gov.au
-

CONTENTS

1.	Name of relevant Planning Instrument.....	3
2.	Zoning and Land Uses under relevant Local Environmental Plan.....	3
3.	Relevant State Environmental Planning Policies and Proposed State Environmental Planning Policies.....	5
4.	Erection of Dwelling-House	5
5.	Heritage Conservation Status.....	5
6.	Demolition of Buildings	5
7.	Relevant Development Control Plans	5
8.	State Significant Development.....	6
9.	Annual Charges under Local Government Act 1993 for coastal protection services that relate to existing coastal protection works	6
10.	Mine Subsidence.....	6
11.	Road Widening and Road Realignment.....	6
12.	Council and other Public Authority Policies on Hazard Risk Restrictions	7
12B.	Contaminated Land	7
12C.	Legal Public Access	7
12D.	Road Maintenance	7
13.	Critical Habitat.....	8
14.	Developer Contributions Plans	8
15.	Bush Fire Prone Land	8
16.	Subdivision Restriction	8
17.	Wildlife Refuges and Conservation Agreements.....	8
18.	Koala Habitat.....	9
19.	Property Vegetation Plans	9
20.	Complying Development	9
21.	Site Compatibility Certificates and Conditions for Affordable Housing	10
22.	Site Compatibility Certificates for Infrastructure	10
23.	Site Compatibility Certificates and Conditions for Seniors Housing	11
24.	Orders Under Trees (Disputes between Neighbours) Act 2006	11
25.	Flood Related Development Controls Information	11
26.	Land Reserved for Acquisition.....	11
27.	Directions under Part 3A	11

1. Name of relevant Planning Instrument

Where a local environmental plan, a deemed environmental planning instrument, or a draft local environmental plan that has been placed on exhibition pursuant to section 66(1)(b) of the Act restricts, or purports to restrict, the purposes for which development may be carried out on the land, state:

- (i) the name of the instrument;

Coffs Harbour Local Environmental Plan 2013

- (ii) the purposes for which development may be carried out in accordance with that instrument without development consent and with development consent; and

- (iii) the purposes for which the carrying out of development is prohibited under that instrument.

See reply to 2.(ii) and (iii) below

2. Zoning and Land Uses under relevant Local Environmental Plan

Where the land is identified as being within a zone (within the meaning of an instrument referred to in paragraph (i)), state:

- (i) the name of the instrument and of the zone;

Coffs Harbour Local Environmental Plan 2013

B1 B1 Neighbourhood zone

- (ii) the purposes for which development may be carried out within that zone without development consent and with development consent. Refer to the Coffs Harbour Local Environmental Plan 2013 Part 2 - Permitted or prohibited development (Land Use Table).

- (iii) the purposes for which the carrying out of development is prohibited within that zone: Refer to the Coffs Harbour Local Environmental Plan 2013 Part 2 – Permitted or prohibited development (Land Use Table).

ZONE B1 NEIGHBOURHOOD CENTRE

1 Objectives of zone

- To provide a range of small-scale retail, business and community uses that serve the needs of people who live or work in the surrounding neighbourhood.
- To facilitate the development of neighbourhood-scale facilities and services that do not detract from the core commercial functions of the Coffs Harbour central business district.
- To allow for residential development while maintaining active retail, business or other non-residential uses at street level.
- To ensure that new commercial buildings make a positive contribution to the streetscape and contribute to a safe public domain.

2 Permitted without consent

Building identification signs; Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Boarding houses; Business premises; Child care centres; Community facilities; Health consulting rooms; High technology industries; Home industries; Kiosks; Markets; Medical centres; Neighbourhood shops; Plant nurseries; Respite day care centres; Restaurants or cafes; Roads; Shop top housing; Shops; Take away food and drink premises; Any other development not specified in item 2 or 4

4 Prohibited

Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Biosolids treatment facilities; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Exhibition homes; Exhibition villages; Farm buildings; Forestry; Freight transport facilities; Function centres; Health services facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Office premises; Passenger transport facilities; Places of public worship; Public administration buildings; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Residential accommodation; Resource recovery facilities; Restricted premises; Retail premises; Rural industries; Service stations; Sewage treatment plants; Sex services premises; Storage premises; Tourist and visitor accommodation; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water recycling facilities; Water treatment facilities; Wharf or boating facilities; Wholesale supplies

(Note: The following clauses may also apply to the development of this land:

- Clause 5.9—Preservation of trees or vegetation
- Clause 7.1—Acid sulphate soils
- Clause 7.2—Earthworks
- Clause 7.7—Limited development on foreshore area)

3. Relevant State Environmental Planning Policies and Proposed State Environmental Planning Policies

Any matter relating to a State Environmental Planning Policy or a Regional Environmental Plan applying to the land or to a Draft State Environmental Policy or Draft Regional Environmental Plan applying to that land, which the Minister has, generally or in any particular case, notified the Council should be specified in the Certificate.

See Schedule 1 attached

4. Erection of Dwelling-House

Is the erection of a dwelling-house on the land subject to a development standard relating to the minimum area on which the dwelling-house may be erected?

Yes – refer to Coffs Harbour Local Environmental Plan 2013 Lot Size Map

(a) For provisions relating to the erection of a dwelling house in Zone B5 refer to Clause 7.15 of the Coffs Harbour Local Environmental Plan 2013.

(b) For provisions relating to the erection of a dwelling house in Zone IN1 refer to Clause 7.16 of the Coffs Harbour Local Environmental Plan 2013.

Note:

(a) Compliance with the minimum area per allotment size does not guarantee that a Development Application for a dwelling, attached or detached dual occupancy or multi-unit housing will be approved. Council is required to assess the Development Application against applicable legislative requirements including, but not limited to the Coffs Harbour Local Environmental Plan 2013 and the Environmental Planning and Assessment Act 1979, as well as associated relevant Development Control Plans, Council policies and strategies. If unsure, Council recommends that you enquire with a relevant Planning professional about the relevant requirements for development proposals.

Where the area of the subject land is less than that shown on the Lot Size Map, to obtain information in relation to the permissibility of a dwelling it is recommended that a Permissibility of a dwelling enquiry, for which a fee is payable in accordance with Council's adopted Fees & Charges Schedule, be submitted to Council. Contact Council's Customer Services Section on (02) 6648 4000 for further information.

5. Heritage Conservation Status

Is the property in a heritage conservation area or identified as a heritage property by Council or State Government? (and if so, what is the status, e.g. local environmental plan, Heritage Act etc)?

No

6. Demolition of Buildings

Does the demolition of any building on the land require development consent to be obtained?

Yes, except under the circumstances outlined in Clause 2.7 of Coffs Harbour Local Environmental Plan 2013.

7. Relevant Development Control Plans

Where a development control plan (DCP) that is expressed to apply to the land has been approved under clause 24(1), the name of the plan (whether or not the plan is in force).

Coffs Harbour Development Control Plan 2015

8. State Significant Development

Is the land subject to any application to carry out development, the subject of a notice by the Minister under section 76A(7)(b) of the Act declaring the development to be State Significant development?

No

All applications for canal development or artificial waterways must be referred to the Minister for Planning for determination.

Note: For development or classes of development that are, in the opinion of the Minister, State Significant, also refer to State Environmental Planning Policy (State Significant Development) 2005.

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

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Note.

Existing coastal protection works" are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.

Coffs Harbour City Council has no record of the subject land being subject to annual charges under Section 496B of the Local Government Act 1993

10. Mine Subsidence

Has the land been proclaimed to be a Mine Subsidence District within the meaning of Section 15 of the Mine Subsidence Compensation Act 1961?

No

11. Road Widening and Road Realignment

Is the land affected by any road widening or road realignment under:

- (i) Division 2 of Part 3 of the Roads Act 1993;

No

- (ii) any environmental planning instrument; or

No

- (iii) any resolution of the Council?

No

12. 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

(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 landslip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).

There are no policies. However, refer to the information provided under section 10.7(5) below in Schedule 2.

12B. Contaminated Land

Matters arising under the Contaminated Land Management Act 1997:

(i) Is the land to which this certificate relates within land declared to be "significantly contaminated land" under Part 3 of Contaminated Land Management Act 1997 at the date this certificate is issued?

No

(ii) Is the land to which this certificate relates subject to a "management order" within the meaning of that Act at the date this certificate is issued?

No

(iii) Is the land to which this certificate relates the subject of an approved voluntary management proposal the subject of the Department of Environment and Conservation's agreement under section 17 of that Act and the proposal has not been fully carried out at the date this certificate is issued?

No

(iv) Is the land to which this certificate relates subject to an "ongoing maintenance order" within the meaning of the Act at the date this certificate is issued?

No

(v) Has a copy of a site audit statement, concerning the land to which this certificate relates, been provided to Council prior to the issuing of this certificate?

No

12C. Legal Public Access

Is the property affected by constraints to legal public access?

No

12D. Road Maintenance

Is this property's legal local access provided by a Crown Road or a Council Road that is not currently maintained by Council?

No

13. Critical Habitat

Has critical habitat been identified on the property?

No

14. Developer Contributions Plans

The following Developer Contributions Plans, in accordance with Section 94 of the Environmental Planning and Assessment Act, 1979, may apply:

Coffs Harbour Open Space 2016
Coffs City Harbour Road Network 2016
Surf Rescue Facilities 2016
Coffs Harbour Administration Levy 2016
Hearnes Lake/Sandy Beach Release Area 2016
Korora Rural residential Release Area 2016
Moonee Release Area 2016
North Boambee Valley (East) Release Area 2016
North Bonville 2016
Park Beach Area 2016
South Coffs 2016
West Coffs Harbour 2016
West Woolgoolga 2016
Bonville large lot residential Release Area 2017

15. Bush Fire Prone Land

Is the land to which this certificate relates, or any part of that land, bush fire prone land (as defined in the Environmental Planning and Assessment Act 1979), at the date this certificate is issued?

No

16. Subdivision Restriction

Has the Council by resolution adopted a policy to restrict development of the land for the purposes of subdivision?

No

17. Wildlife Refuges and Conservation Agreements

Has any part of the land:

- been proclaimed a Wildlife Refuge under s.68 of the National Parks and Wildlife Act 1974; or
- has a Conservation Agreement been registered under s.69B of the National Parks and Wildlife Act 1974?

No

Note: Further information on conservation options for landholders (including voluntary conservation agreements, wildlife refuges, Land for Wildlife and Conserve Wildlife) may be obtained from the Conservation Partnerships Unit, NSW Government Office of Environment and Heritage.

18. Koala Habitat

If the land contains koala habitat identified by Council's Koala Plan of Management 1999, state the classification of koala habitat (Primary, Secondary or Tertiary).

Not Applicable

19. Property Vegetation Plans

Has Council been notified by the relevant approval authority that the property is subject to a Property Vegetation Plan created under the Native Vegetation Act 2003?

No

20. Complying Development

The extent to which the land is land on which complying development may or may not be carried out under each of the codes for complying development because of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Housing Code

Yes, complying development Housing Code may be carried out for the reason that the land is not identified by one or more of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Note 1:

Please refer to clause 3.1 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification on development that is complying under the Housing Code.

Note 2:

Certain types of development are not considered to be complying development under this code. Please check Section 3.2 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification.

Note 3:

Where restrictions do not apply above and where the land is identified in this certificate as being a bushfire prone or flood control lot, the Housing Code list special provisions for development. For specific requirements, reference should be made to Clause 3.4 - Development Standards for Bush Fire Prone Land, and Clause 3.5 - Development Standards for Flood Control Lots under the Codes SEPP at www.legislation.nsw.gov.au.

Rural Housing Code

N/A, The Rural Housing Code applies to development on land in Zones RU2, RU3, and R5.

Housing Alterations Code and General Development Code

Yes, complying development Housing Alterations Code and General Development Code may be carried out for the reason that the land is not identified by one or more of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

Note 1:

The Housing Alterations Code applies to certain types of internal and external alterations refer to Part 4, Sections 4.3 and 4.4 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification.

Note 2:

The General Development Code applies to certain types of development refer to Part 4A of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 for further clarification.

Commercial and Industrial (New Buildings and Additions) Code

Yes, complying development Commercial and Industrial (New Buildings and Additions Code may be carried out for the reason that the land is not identified by one or more of the provisions of clauses 1.17A (1) (c) to (e), (2), (3) and (4), 1.18 (1) (c3) and 1.19 of State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

21. Site Compatibility Certificates and Conditions for Affordable Housing

Is the land, to which this Certificate relates, subject to a site compatibility certificate and conditions for affordable rental housing?

No

Coffs Harbour City Council has no record of a current site compatibility certificate (affordable rental housing) applying to the subject land.

For further information please contact the head office of the Department of Planning.

22. Site Compatibility Certificates for Infrastructure

Is the land, to which this Certificate relates, subject to a site compatibility certificate and conditions for infrastructure?

No

Coffs Harbour City Council has no record of a current site compatibility certificate (infrastructure) applying to the subject land.

For further information please contact the head office of the Department of Planning.

23. Site Compatibility Certificates and Conditions for Seniors Housing

Is the land, to which this Certificate relates, subject to a site compatibility certificate and conditions for seniors housing?

No

Coffs Harbour City Council has no record of a current site compatibility certificate (seniors housing) applying to the subject land.

For further information please contact the head office of the Department of Planning.

24. Orders Under Trees (Disputes between Neighbours) Act 2006

Has Council been notified that the subject land is subject to an Order under the *Trees (Disputes between Neighbours) Act 2006*?

No

25. Flood Related Development Controls Information

(a) Is development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) subject to flood related development controls?

No

(b) Is development on the land or part of the land for any other purposes subject to flood related development controls?

No

26. Land Reserved for Acquisition

Does the prevailing environmental planning instrument or proposed environmental planning instrument (referred to in Clause 1 of this Certificate) make provision in relation to acquisition of the land by a public authority?

No

27. Directions under Part 3A

Is there a direction by the Minister in force under Section 75P(2)(c1) of the EPA Act, that a provision of an environmental planning instrument prohibits or restricts the carrying out of a project or a stage of a project on the land under Part 4 of the Act?

No

SCHEDULE 1

This list is intended as a guide only. Please refer to <http://www.legislation.nsw.gov.au> or <http://www.planning.nsw.gov.au> for full details of each policy.

- State Environmental Planning Policy No. 21—Caravan Parks
- State Environmental Planning Policy No. 33—Hazardous and Offensive Development
- State Environmental Planning Policy No. 36—Manufactured Home Estates
- State Environmental Planning Policy No. 50—Canal Estate Development
- State Environmental Planning Policy No. 55—Remediation of Land
- State Environmental Planning Policy No. 64—Advertising and Signage
- State Environmental Planning Policy No. 65—Design Quality of Residential Apartment Development
- State Environmental Planning Policy No. 70 – Affordable Housing (Revised Schemes)
- State Environmental Planning Policy (Aboriginal Land) 2019
- State Environmental Planning Policy (Affordable Rental Housing) 2009
- State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004
- State Environmental Planning Policy (Coastal Management) 2018
- State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
- State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
- State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
- State Environmental Planning Policy (Infrastructure) 2007
- State Environmental Planning Policy (Koala Habitat Protection) 2019
- State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
- State Environmental Planning Policy (Primary Production and Rural Development) 2019
- State Environmental Planning Policy (State and Regional Development) 2011
- State Environmental Planning Policy (State Significant Precincts) 2005
- State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017

SCHEDULE 2**INFORMATION PROVIDED PURSUANT TO SECTION 10.7 SUBSECTION (5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979**

The following additional information is furnished in respect of the land pursuant to subsection (5), and is subject to subsection (6).

A Coastal Processes

- (i) The Coffs Harbour City Council Climate Change Policy (POL-040) articulates Council's position and response to Climate Change. This policy applies to land within the Coffs Harbour Local Government Area.

B Native Vegetation

- *State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017* provides that a person must not clear vegetation in any non-rural area of the State to which Part 3 of the policy applies without the authority conferred by a permit granted by the Council under that Part.

E1.1 Preservation of Trees and Vegetation of Coffs Harbour Development Control Plan applies to all land within the Coffs Harbour Local Government Area. The objectives of this control are to prescribe for the purposes of *SEPP (Vegetation in Non-Rural Areas) 2017* vegetation for preservation.

C General Matters

There is nothing relevant in terms of the advices Council provides here.

D Notices of Approval

Council has not been notified of any additional notices of approval (i.e. private land conservation agreements, set aside areas, private native forestry, biodiversity certified land and site compatibility certificates).

North Coast Regional Plan 2036

The primary purpose of the Regional Strategy is to ensure that adequate land is available and appropriately located to accommodate the projected housing and employment needs of the Region's population over the next 25 years. The Strategy sets the policy to govern where and how growth can occur. The Strategy represents an agreed NSW Government position on the future of the Mid North Coast. It is the pre-eminent planning document for the Mid North Coast and complements and informs other relevant State planning instruments. The Mid North Coast Regional Strategy applies to the period 2006-2031 and will be reviewed every five years.

The Environmental Planning and Assessment Amendment Act 1997 commenced operation on 1 July 1998. As a consequence of this Act the information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment (Amendment) Regulation 1998, Environmental Planning and Assessment (Further Amendment) Regulation 1998 and Environmental Planning and Assessment (Savings and Transitional) Regulation 1998.

The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.

For further information regarding this Certificate, please contact Council on 6648 4000.

Steve McGrath
General Manager

ATTACHMENT 1

Part 7 Additional local provisions**7.1 Acid sulphate soils**

- (1) The objective of this clause is to ensure that development does not disturb, expose or drain acid sulphate soils and cause environmental damage.
- (2) Development consent is required for the carrying out of works described in the Table to this subclause on land shown on the Acid Sulphate Soils Map as being of the class specified for those works.

Class of land	Works
1	Any works.
2	Works below the natural ground surface. Works by which the watertable is likely to be lowered.
3	Works more than 1 metre below the natural ground surface. Works by which the watertable is likely to be lowered more than 1 metre below the natural ground surface.
4	Works more than 2 metres below the natural ground surface. Works by which the watertable is likely to be lowered more than 2 metres below the natural ground surface.
5	Works within 500 metres of adjacent Class 1, 2, 3 or 4 land that is below 5 metres Australian Height Datum and by which the watertable is likely to be lowered below 1 metre Australian Height Datum on adjacent Class 1, 2, 3 or 4 land.

- (3) Development consent must not be granted under this clause for the carrying out of works unless an acid sulphate soils management plan has been prepared for the proposed works in accordance with the Acid Sulphate Soils Manual and has been provided to the consent authority.
- (4) Despite subclause (2), development consent is not required under this clause for the carrying out of works if:
 - (a) a preliminary assessment of the proposed works prepared in accordance with the Acid Sulphate Soils Manual indicates that an acid sulphate soils management plan is not required for the works, and
 - (b) the preliminary assessment has been provided to the consent authority and the consent authority has confirmed the assessment by notice in writing to the person proposing to carry out the works.
- (5) Despite subclause (2), development consent is not required under this clause for the carrying out of any of the following works by a public authority (including ancillary work such as excavation, construction of access ways or the supply of power):
 - (a) emergency work, being the repair or replacement of the works of the public authority, required to be carried out urgently because the works have been damaged, have ceased to function or pose a risk to the environment or to public health and safety,
 - (b) routine maintenance work, being the periodic inspection, cleaning, repair or replacement of the works of the public authority (other than work that involves the disturbance of more than 1 tonne of soil),
 - (c) minor work, being work that costs less than \$20,000 (other than drainage work).

- (6) Despite subclause (2), development consent is not required under this clause to carry out any works if:
- (a) the works involve the disturbance of less than 1 tonne of soil, and
 - (b) the works are not likely to lower the watertable.

7.3 Flood planning

- (1) The objectives of this clause are as follows:
- (a) to minimise the flood risk to life and property associated with the use of land,
 - (b) to allow development on land that is compatible with the land's flood hazard, taking into account projected changes as a result of climate change,
 - (c) to avoid significant adverse impacts on flood behaviour and the environment.
- (2) This clause applies to land at or below the flood planning level.
- (3) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that the development:
- (a) is compatible with the flood hazard of the land, and
 - (b) is not likely to significantly adversely affect flood behaviour resulting in detrimental increases in the potential flood affectation of other development or properties, and
 - (c) incorporates appropriate measures to manage risk to life from flood, and
 - (d) is not likely to significantly adversely affect the environment or cause avoidable erosion, siltation, destruction of riparian vegetation or a reduction in the stability of river banks or watercourses, and
 - (e) is not likely to result in unsustainable social and economic costs to the community as a consequence of flooding.
- (4) A word or expression used in this clause has the same meaning as it has in the *Floodplain Development Manual* (ISBN 0 7347 5476 0), published in 2005 by the NSW Government, unless it is otherwise defined in this clause.
- (5) In this clause:
- flood planning level** means the level of a 1:100 ARI (average recurrent interval) flood event plus 0.5 metre freeboard.

7.4 Terrestrial biodiversity

- (1) The objective of this clause is to maintain terrestrial biodiversity by:
- (a) protecting native fauna and flora, and
 - (b) protecting the ecological processes necessary for their continued existence, and
 - (c) encouraging the conservation and recovery of native fauna and flora and their habitats.
- (2) This clause applies to land identified as "Biodiversity" on the Terrestrial Biodiversity Map.
- (3) Before determining a development application for development on land to which this clause applies, the consent authority must consider:
- (a) whether the development is likely to have:
 - (i) any adverse impact on the condition, ecological value and significance of the fauna and flora on the land, and
 - (ii) any adverse impact on the importance of the vegetation on the land to the habitat and survival of native fauna, and
 - (iii) any potential to fragment, disturb or diminish the biodiversity structure, function and composition of the land, and
 - (iv) any adverse impact on the habitat elements providing connectivity on the land, and


- (b) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.
- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that:
 - (a) the development is designed, sited and will be managed to avoid any significant adverse environmental impact, or
 - (b) if that impact cannot be reasonably avoided by adopting feasible alternatives—the development is designed, sited and will be managed to minimise that impact, or
 - (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.

7.5 Drinking water catchments

- (1) The objective of this clause is to protect drinking water catchments by minimising the adverse impacts of development on the quality and quantity of water entering drinking water storages.
- (2) This clause applies to land identified as “Drinking water catchment” on the Drinking Water Catchment Map.
- (3) Before determining a development application for development on land to which this clause applies, the consent authority must consider the following:
 - (a) whether or not the development is likely to have any adverse impact on the quality and quantity of water entering the drinking water storage, having regard to the following:
 - (i) the distance between the development and any waterway that feeds into the drinking water storage,
 - (ii) the on-site use, storage and disposal of any chemicals on the land,
 - (iii) the treatment, storage and disposal of waste water and solid waste generated or used by the development,
 - (b) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.
- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that:
 - (a) the development is designed, sited and will be managed to avoid any significant adverse impact on water quality and flows, or
 - (b) if that impact cannot be reasonably avoided—the development is designed, sited and will be managed to minimise that impact, or
 - (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.

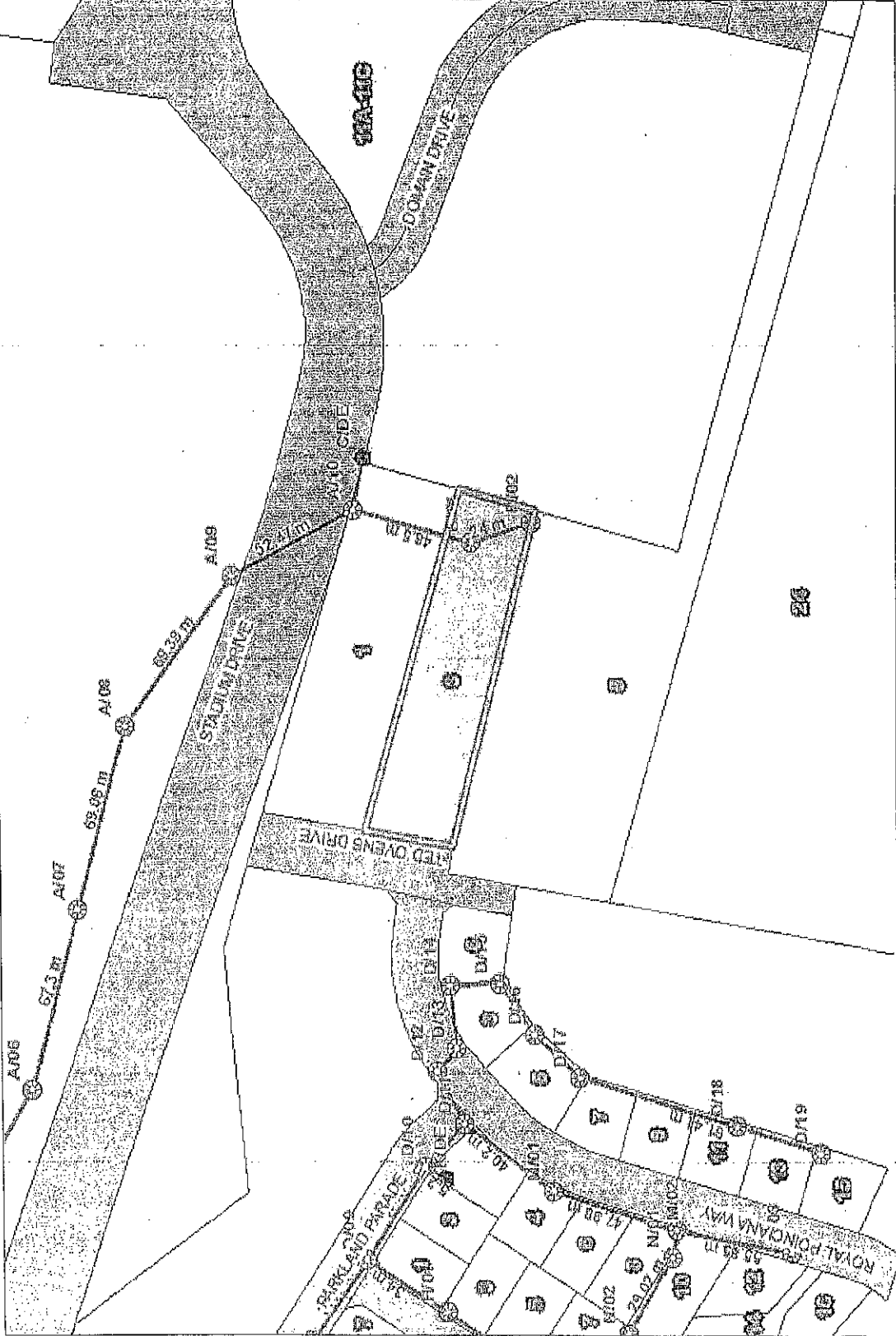
7.6 Riparian land and watercourses

- (1) The objective of this clause is to protect and maintain the following:
 - (a) water quality within watercourses,
 - (b) the stability of the bed and banks of watercourses,
 - (c) aquatic and riparian habitats,
 - (d) ecological processes within watercourses and riparian areas.
- (2) This clause applies to all of the following:
 - (a) land identified as “Watercourse” on the Riparian Lands and Watercourses Map,
 - (b) all land that is within 40 metres of the top of the bank of each watercourse on land identified as “Watercourse” on that map.

-
- (3) Before determining a development application for development on land to which this clause applies, the consent authority must consider:
- (a) whether or not the development is likely to have any adverse impact on the following:
 - (i) the water quality and flows within the watercourse,
 - (ii) aquatic and riparian species, habitats and ecosystems of the watercourse,
 - (iii) the stability of the bed and banks of the watercourse,
 - (iv) the free passage of fish and other aquatic organisms within or along the watercourse,
 - (v) any future rehabilitation of the watercourse and riparian areas, and
 - (a) whether or not the development is likely to increase water extraction from the watercourse, and
 - (b) any appropriate measures proposed to avoid, minimise or mitigate the impacts of the development.
- (4) Development consent must not be granted to development on land to which this clause applies unless the consent authority is satisfied that:
- (a) the development is designed, sited and will be managed to avoid any significant adverse environmental impact, or
 - (b) if that impact cannot be reasonably avoided—the development is designed, sited and will be managed to minimise that impact, or
 - (c) if that impact cannot be minimised—the development will be managed to mitigate that impact.
- 



Map Title



Legend

- Property Information
- Land Boundaries
- Locality Boundaries
- Sewer Manholes
- Sewer Dead Ends
- Sewer Valves
- <all other values>
- Air Valve
- Valve - Double Air
- Secur
- Stop Valve
- Sewer Rising Mains
- Sewer Mains
- All Other Values
- Unknown Diameter
- 50
- 100
- 150
- 180
- 200

Notes

SEWER DIAGRAM
3 TED OWENS DRIVE

Created by:

Cadastral, topographic and aerial ADS40 information supplied by the NSW Department of Finance and Services and maintained by Cofts Harbour City Council (Copyright © 2017, NSW Department of Finance and Services). Other data displayed may have been supplied by various other agencies under license. This map must not be reproduced in any form, whole or part, without written permission from Cofts Harbour City Council. This Council does not warrant the correctness of this map or information contained therein. Council accepts no liability or responsibility for any loss or damage suffered or incurred by any person relying on this plan shall do so at their own risk. This map Copyright © 2017, Cofts Harbour City Council.

0.1 Kilometers:



This map Copyright © 2017, Cofts Harbour City Council. THIS MAP IS NOT TO BE USED FOR NAVIGATION

1:2,119



GDA_1994_MGA_Zone_55



Strata Unit Underwriting Agency Pty Ltd
7/A Strata Unit Underwriters | ABN 30 089 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
Info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

To Whom It May Concern

Date: 11.09.20
Policy No.: 01R8321728
Type of Insurance: Commercial Strata Insurance
Period Of Insurance: : From 4.00pm 9th September 2020
To 4.00pm 23rd June 2021

This policy referred to is current at the date of issue of this certificate and whilst a due date has been indicated, it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

This is to certify cover has been granted in terms of the Insurers Standard Policy, a copy of which is available on request.

This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extents of your insurance cover.

Insured : Strata Plan 101893

Situation : 3 Ted Ovens Drive
Coffs Harbour NSW 2450

Section 1 :	Building including common contents	\$ 2,500,000
	Loss of Rent/Temporary Accommodation (15%)	\$ 375,000
	Additional Loss of Rent/Temporary Accom.	\$ Not Insured
	Catastrophe	\$ Not Insured
	Floating Floors	\$ Not Insured
Section 2 :	Glass	\$ Included
Section 3 :	Theft	\$ Included
Section 4 :	Liability	\$ 20,000,000
Section 5 :	Fidelity Guarantee	\$ 100,000
Section 6 :	Office Bearers Liability	\$ 100,000
Section 7 :	Voluntary Workers (Weekly/ Capital Benefit)	\$2000/200,000
Section 8 :	Government Audit Costs	\$ 25,000
Section 9 :	Legal Expenses	\$ 50,000
Section 10:	Workplace, Health & Safety Breaches	\$ 100,000
Section 11:	Machinery Breakdown	\$ Not Insured
Section 12:	Lot Owners Improvements (Per Lot)	\$ 250,000
Section 13:	Workers Compensation	Not Insured

Excesses :

Section 1	\$ 2,000	each malicious damage, vandalism & graffiti claim for each vacant lot
Section 1	\$ 500	all other claims + as per policy wording
Section 2	\$ 2,000	each claim for each vacant lot
Section 2	\$ 500	all other claims
Section 3	\$ 2,000	each claim for each vacant lot
Section 3	\$ 500	all other claims



Strata Unit Underwriting Agency Pty Ltd
T/A Strata Unit Underwriters | ABN 30 099 201 534 | AFSL 246 719
Unit 5/263 Alfred Street, North Sydney, New South Wales 2060
Info@suu.com.au | www.suu.com.au | T: 1300 668 066 | F: 1300 668 166

CERTIFICATE OF CURRENCY

Strata Plan 101893
(SUU NSW B0873 0171545/001)

On behalf of the Insurers: Insurance Australia Limited trading as
CGU Insurance ABN 11 000 016 722

Special Terms/ Conditions:

1. Subject to any risk recommendations being attended to within
60 days of notification.

2. Construction/ Building Work Endorsement
~~~~~

This policy is issued on the condition that any loss arising from any  
construction &/or building works caused either directly or indirectly  
will be excluded under this policy.

In addition cover is subject to the works being performed by licensed  
contractors who must hold current public liability and construction  
insurance for the duration of the contract.

Cover excludes any unfixed items that are designed to be permanently  
fixed to a building which may be awaiting installation.

Your Ref: 18003/1170  
Our Ref: Q/19/031

20 May 2020

Ted Ovens Developments Pty Ltd  
C/- Balance Design and Construction  
1st Floor, 160 Pacific Highway  
COFFS HARBOUR NSW 2450

Dear Sir/Madam,

**RE: Business Premises (10 Tenancies), Retaining Walls and Signage**  
Lot 512, DP 1178334, No. 3 Ted Ovens Drive, COFFS HARBOUR NSW  
2450

Please find attached the Final Occupation Certificate, Updated Schedule of Fire Safety Measures and Fire Safety Certificate for the above premises.

The Fire Safety Certificate is required to be displayed within the building. Please also note that each of the Fire Safety Measures must be checked annually.

Should you require any additional information please do not hesitate to contact the undersigned.

Yours faithfully,  
RB Consulting Group Pty Ltd  
BUILDING SURVEYORS & CERTIFIERS



Ross Bryant  
BPB 0050



## FINAL OCCUPATION CERTIFICATE

20 May 2020

Ted Ovens Developments Pty Ltd  
CA Balance Design and Construction  
1st Floor, 180 Pacific Highway  
COFFS HARBOUR NSW 2450

Occupation Certificate No: O/19/031

Property Description: Lot 512, DP 1178334, No. 3 Ted Ovens Drive, COFFS HARBOUR NSW 2450

Development Application No.: 0450/19DA

DA Approval Date: 19 March 2019

Whole / Part of Building: Whole

Description of Development: Business Premises (10 Tenancies), Retaining Walls and Sludge

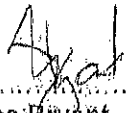
NCCA Classification: 5, 10b

Construction Certificate No: 19/031

Date Construction Certificate: 8 July 2019

I, Ross Bryant certify that:

- A current Development Consent is in force for the building.
- A current Construction Certificate has been issued with a respect to the plans and specifications for the building.
- The building is suitable for occupation or use in accordance with its classification under the National Construction Code of Australia.
- A Fire Safety Certificate has been issued for the building.

  
.....  
Ross Bryant

A1 - Accredited Certifier - Building Surveying Grade 1 - No BPB0050  
Accreditation Body: Building Professionals Board

A1 ACCREDITED BUILDING CERTIFIER - NATIONAL CONSTRUCTION CODE OF AUSTRALIA CONSULTANTS

**SCHEDULE**  
As at: 20 May 2020

**FINAL FIRE SAFETY MEASURES**

**ADDRESS: 3 Ted Ovens Drive, COFFS HARBOUR NSW 2450**

**DA NO: 0450/19DA**

**CC NO: 19/031**

In accordance with the requirements of the Environmental Planning and Assessment Regulations 1994 Clause 80c, following hereunder is a list of Essential Fire Safety Measures for the above premises:

| E = Existing, N = New, M = Modified. |   |   | Minimum Standard of Performance                   |                                                 |             |
|--------------------------------------|---|---|---------------------------------------------------|-------------------------------------------------|-------------|
| E                                    | N | M | Statutory Fire Safety Measures                    | Design & Installation                           | Maintenance |
|                                      | N |   | Emergency lighting (Suite 9 Stairway) & (Suite 3) | (BCA) Part E4.2, E4.4<br>AS 2293.1 - 2018       | AS 2293.2   |
|                                      | N |   | Exit signs                                        | (BCA) Part E4.5, E4.6, E4.8<br>AS 2293.1 - 2018 | AS 2293.2   |
|                                      | N |   | Portable fire extinguishers                       | (BCA) Part E1.6<br>AS2444 - 2001                | AS 1851.1   |

1. On completion of the building and prior to occupation, the owner is required to submit to Coffs Harbour City Council an Interim/Final Fire Safety Certificate stating that:-
  - (a) each of the Fire Safety Measures listed above:
    - have been assessed by a person who was properly qualified to do so, and
    - were found, when they were assessed, to have been properly implemented
  
2. Every twelve (12) months (after completion of the building) the owner is required to submit to Coffs Harbour City Council a Certificate stating that:-
  - (a) each essential fire safety measures specified above have been assessed by a properly qualified person and was found, when it was assessed, to be capable of performing:
    - in the case of an essential fire safety measure applicable by virtue of a fire safety schedule, to a standard no less than that specified in the schedule.
    - in the case of an essential fire safety measure applicable otherwise than by virtue of a fire safety schedule, to a standard no less than that to which the measure was originally designed and implemented, and
  - (b) that a properly qualified person (whether the person referred to in paragraph (a) or another person) has inspected the building and has certified that, as at the date of the inspection, the condition of the building did not disclose any grounds for a prosecution under Division 4c of Part 7B of the Environmental Planning and Assessment Regulation 1994.

A copy of the certificate must also be left on the premises and a copy sent to the Fire and Rescue NSW.

Ross Bryant  
RB Consulting Group Pty Ltd  
BUILDING SURVEYORS & CERTIFIERS

# Fire Safety Certificate

Approved under the Environmental Planning and Assessment Regulation 2000.

Version 2.0

Effective from 1 December

## How to complete this form

1. Please print in CAPITAL LETTERS.
2. Please complete all relevant sections in full.

## Section 1: Type of certificate

This is (mark applicable box)  a final fire safety certificate (complete the declaration at Section 6 of this form)  
 an interim fire safety certificate (complete the declaration at Section 7 of this form)

## Section 2: Building the subject of this certificate

| Street No.         | Street Name      | Suburb                        | Postcode |
|--------------------|------------------|-------------------------------|----------|
| 3                  | TED OVENS DRIVE  | COFFS HARBOUR                 | 2450     |
| Lot No. (if known) | DP/SP (if known) | Building Name (if applicable) |          |
| 512                | 1178334          |                               |          |

This certificate applies to (mark applicable box)  the whole building  
 part of the building

## Section 3: Description of building or part the subject of this certificate

| Storeys above ground in the building (No.) | Storeys below ground in the building (No.) |
|--------------------------------------------|--------------------------------------------|
| 2                                          |                                            |

If this certificate relates to a part of the building - describe that part and its location in the building

|  |
|--|
|  |
|--|

Uses of building or part the subject to this certificate (e.g. retail, offices, residential, assembly, carparking)

|        |
|--------|
| OFFICE |
|--------|

## Section 4: Name and address of the owner of the building or part

| Title | Given Name/s                   | Family Name |
|-------|--------------------------------|-------------|
|       | TED OVENS DEVELOPMENTS PTY LTD |             |

| Street No. | Street Name | Suburb        | Postcode |
|------------|-------------|---------------|----------|
| 160        | PACIFIC HWY | COFFS HARBOUR | 2450     |





**Section 6: Final fire safety certificate declaration**

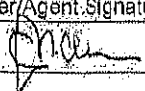
I, Graham McPherson (insert full name)

being the (mark applicable box)  owner

owner's agent

certify that each essential fire safety measure specified in this certificate:

- a) has been assessed by a properly qualified person, and
- b) was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the building for which this certificate is issued.

| Owner/Agent Name | Owner/Agent Signature                                                             | Date      |
|------------------|-----------------------------------------------------------------------------------|-----------|
| Graham McPherson |  | 29.4.2020 |

**Section 7: Interim fire safety certificate declaration**

I, [click here](#) (insert full name)

being the (mark applicable box)  owner

owner's agent

certify that each essential fire safety measure specified in this certificate:

- a) has been assessed by a properly qualified person, and
- b) was found, when it was assessed, to be capable of performing to at least the standard required by the current fire safety schedule for the part of the building to which this certificate relates.

| Owner/Agent Name | Owner/Agent Signature | Date |
|------------------|-----------------------|------|
|                  |                       |      |

**Section 8: Owner's authorisation**

(To be completed where an agent makes the declaration in Section 6 or Section 7 of this form)

I, being the owner, authorise the agent named in Section 6 or Section 7 to act on my behalf to make the declaration.

| Owner's Name | Owner's Signature | Date |
|--------------|-------------------|------|
|              |                   |      |

**Section 9: Contact details of person issuing this certificate**

| Title | Given Name/s | Family Name |
|-------|--------------|-------------|
| Mr    | Paul Wesley  | Phinn       |

| Phone      | Email                 |
|------------|-----------------------|
| 0417406583 | paul@balahcedc.com.au |

**Section 10: Fire safety schedule**

A current fire safety schedule for the building must be attached to this certificate.



**IMPORTANT NOTICE TO VENDORS AND PURCHASERS**

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

**WARNING—SMOKE ALARMS**

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

**WARNING—LOOSE-FILL ASBESTOS INSULATION**

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

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

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

3 TED OVENCOCK & CO PTY LTD HARBOUR NSW 2000

### 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.

### DISPUTES

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

### AUCTIONS

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

### WARNINGS

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

|                                        |                                       |
|----------------------------------------|---------------------------------------|
| Australian Taxation Office             | NSW Fair Trading                      |
| Council                                | NSW Public Works Advisory             |
| County Council                         | Office of Environment and Heritage    |
| Department of Planning and Environment | Owner of adjoining land               |
| Department of Primary Industries       | Privacy                               |
| East Australian Pipeline Limited       | Roads and Maritime Services           |
| Electricity and gas                    | Subsidence Advisory NSW               |
| Land & Housing Corporation             | Telecommunications                    |
| Local Land Services                    | Transport for NSW                     |
| NSW Department of Education            | Water, sewerage or drainage authority |

If you think that any of these matters affects the property, tell your solicitor.

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay stamp duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor.



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

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

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

|                              |                                                                                                                                                                                                                                                                                                          |
|------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment date</i>       | the earlier of the giving of possession to the purchaser or completion;                                                                                                                                                                                                                                  |
| <i>bank</i>                  | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;                                                                                                                                                                         |
| <i>business day</i>          | any day except a bank or public holiday throughout NSW or a Saturday or Sunday;                                                                                                                                                                                                                          |
| <i>cheque</i>                | a cheque that is not postdated or stale;                                                                                                                                                                                                                                                                 |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;                                                                                                              |
| <i>deposit-bond</i>          | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;                                                                                                                                                                                           |
| <i>depositholder</i>         | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);                                                                                                                     |
| <i>document of title</i>     | document relevant to the title or the passing of title;                                                                                                                                                                                                                                                  |
| <i>FRCGW percentage</i>      | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);                                                                                                                                                                                                  |
| <i>GST Act</i>               | A New Tax System (Goods and Services Tax) Act 1999;                                                                                                                                                                                                                                                      |
| <i>GST rate</i>              | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);                                                                                                                                                                             |
| <i>legislation</i>           | an Act or a by-law, ordinance, regulation or rule made under an Act;                                                                                                                                                                                                                                     |
| <i>normally</i>              | subject to any other provision of this contract;                                                                                                                                                                                                                                                         |
| <i>party</i>                 | each of the vendor and the purchaser;                                                                                                                                                                                                                                                                    |
| <i>property</i>              | the land, the improvements, all fixtures and the inclusions, but not the exclusions;                                                                                                                                                                                                                     |
| <i>planning agreement</i>    | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;                                                                                                                                           |
| <i>requisition</i>           | an objection, question or requisition (but the term does not include a claim);                                                                                                                                                                                                                           |
| <i>remittance amount</i>     | the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;                                                                                                                                                     |
| <i>rescind</i>               | rescind this contract from the beginning;                                                                                                                                                                                                                                                                |
| <i>RW payment</i>            | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>RW rate</i> );                                                                                                                                                                  |
| <i>RW rate</i>               | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);                                                                                                               |
| <i>serve</i>                 | serve in writing on the other <i>party</i> ;                                                                                                                                                                                                                                                             |
| <i>settlement cheque</i>     | an unendorsed <i>cheque</i> made payable to the person to be paid and –<br>Issued by a <i>bank</i> and drawn on itself; or<br>if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other <i>cheque</i> ;                                                                       |
| <i>solicitor</i>             | in relation to a <i>party</i> , the <i>party's</i> <i>solicitor</i> or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;                                                                                                                                    |
| <i>TA Act</i>                | Taxation Administration Act 1953;                                                                                                                                                                                                                                                                        |
| <i>terminate</i>             | terminate this contract for breach;                                                                                                                                                                                                                                                                      |
| <i>variation</i>             | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;                                                                                                                                                                                                                                      |
| <i>within</i>                | in relation to a period, at any time before or during the period; and                                                                                                                                                                                                                                    |
| <i>work order</i>            | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 18B of the Swimming Pools Regulation 2008). |

**2 Deposit and other payments before completion**

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.
- 3 Deposit-bond**
- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Transfer**
- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *servicing* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 The purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

## 7 Claims by purchaser

The purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

## 8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –

8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;

8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and

8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

## 9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *servicing* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –

9.2.1 for 12 months after the *termination*; or

9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –

9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –

- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
- the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or

9.3.2 to recover damages for breach of contract.

## 10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;

10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);

10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;

10.1.4 any change in the *property* due to fair wear and tear before completion;

- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 **Compliance with work orders**
- 11.1 Normally, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 **Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 **Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 Normally, if a party must pay the price or any other amount to the other party under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a party must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the parties agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the parties must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if within 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
  - if the purchaser does not serve that letter within 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 Normally, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the parties agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
  - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make an *RW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of an *RW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *RW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *RW payment*.
- 14 **Adjustments**
- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust or discharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
  - the land was not subject to a special trust or owned by a non-concessional company; and
  - the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 **Date for completion**
- The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

- 16 Completion
- Vendor
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgement fee to the purchaser, plus another 20% of that fee.
- 16.6 If a *party 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* –
- 16.7.1 the price less any:
- deposit paid;
  - *remittance amount* payable;
  - *RW payment*; and
  - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- Place for completion
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract – that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 16.11.3 in any other case – the vendor's *seller's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by 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 prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.
- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

- 23 **Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
  - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
  - due to fair wear and tear;
  - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.4 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme –
- a proportional unit entitlement for the lot is 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;
- 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; or



23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give a strata renewal plan to the owners in the scheme for their consideration and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.

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

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

23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.

23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.

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

23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

23.17 If a general meeting of the owners corporation is convened before completion –

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

23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

**24 Tenancies**

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –

24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and

24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.

24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –

24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;

24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and

24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –

- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –

24.4.1 the vendor must allow or transfer –

- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
- any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
- any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;

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

24.4.3 the vendor must give to the purchaser –

- a proper notice of the transfer (an attornment notice) addressed to the tenant;
- any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
- a copy of any disclosure statement given under the Retail Leases Act 1994;
- a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
- any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;

24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title.**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
- 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*; or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

**28 Unregistered plan**

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

**29 Conditional contract**

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* *serving* notice of the event happening;
  - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
  - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

**30 Electronic transaction**

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is a proposed *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after it has been agreed that it will be conducted as an *electronic transaction*, a *party* *serves* a notice that it will not be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
  - otherwise bear that *party's* own costs;
- Incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent, but only to the extent, that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgement Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* in accordance with the *participation rules* and the *ECNL*;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
  - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 populate the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 populate the *Electronic Workspace* with *title data*;
- 30.6.2 create and populate an *electronic transfer*;
- 30.6.3 populate the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and populate an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
- 30.8.2 populate the *Electronic Workspace* with *mortgagee details*, if applicable; and
- 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion; and
- 30.9.2 the vendor must populate the *Electronic Workspace* with payment details at least *1 business day* before the date for completion.
- 30.10 At least *1 business day* before the date for completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
- 30.10.2 all certifications required by the *ECNL* are properly given; and
- 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
- 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
- 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the *Electronic Workspace* allows the *parties* to choose whether financial settlement is to occur despite the computer systems of the *Land Registry* being inoperative for any reason at the *completion time* agreed by the *parties* –
- 30.13.1 *normally*, the *parties* must choose that financial settlement not occur; however

- 30.13.2 if both *parties* choose that financial settlement is to occur despite such failure and financial settlement occurs –
- all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgement Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- |                                 |                                                                                                                                                                                                                                                                                         |
|---------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <i>adjustment figures</i>       | details of the adjustments to be made to the price under clause 14;                                                                                                                                                                                                                     |
| <i>certificate of title</i>     | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;                                                                                                                  |
| <i>completion time</i>          | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled;                                                                                                                                                                                     |
| <i>conveyancing rules</i>       | the rules made under s12E of the Real Property Act 1900;                                                                                                                                                                                                                                |
| <i>discharging mortgagee</i>    | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i>                     | the Electronic Conveyancing National Law (NSW);                                                                                                                                                                                                                                         |
| <i>effective date</i>           | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;                                                                                                    |
| <i>electronic document</i>      | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;                                                                                                                                                 |
| <i>electronic transfer</i>      | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;                                                |
| <i>electronic transaction</i>   | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;                                                           |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;                                                                                                                                                                                |
| <i>incoming mortgagee</i>       | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;                                                                                                                      |
| <i>mortgagee details</i>        | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;                                                                                                                      |
| <i>participation rules</i>      | the participation rules as determined by the <i>ENCL</i> ;                                                                                                                                                                                                                              |
| <i>populate title data</i>      | to complete data fields in the <i>Electronic Workspace</i> ; and the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .                                                                                        |
- 31 Foreign Resident Capital Gains Withholding
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the TA Act; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *remittance amount* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and

- 31.2.4     *serve* evidence of receipt of payment of the *remittance amount*.
- 31.3     The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4     If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5     If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

3 TED OVENS DRIVE COFFS HARBOUR NSW 2450