

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Cardow & Partners Urunga 9/8 Bowra Street, Urunga, NSW 2455	Phone: 6655 6167 Fax: 6655 5998 Ref: Grant Cardow
co-agent		
vendor	Colin Raymond Sheppard & Garry Robert Sheppard ATF Col Sheppard Superannuation Fund	
vendor's solicitor	Reynolds & Reynolds Legal Services 11 Hyde Street, Bellingen NSW 2454 PO Box 124, Bellingen NSW 2454	Phone: 02 6655 2244 Email: reception@rrls.com.au Fax: 02 6655 1600 Ref: EVR:LW:211240 E: reception@rrls.com.au
date for completion land (address, plan details and title reference)	8 months after the contract date Lots 553 & 583 Yellow Rock Road, Urunga, New South Wales 2455 Registered Plan: Lot 553 Section 755557 & 583 Plan DP 755557 Folio Identifier 553/755557 & 583/755557	(clause 15)
improvements	<input checked="" type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Vacant land	
attached copies	<input checked="" type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

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

inclusions	<input type="checkbox"/> blinds	<input type="checkbox"/> dishwasher	<input type="checkbox"/> light fittings	<input type="checkbox"/> stove
	<input type="checkbox"/> built-in wardrobes	<input type="checkbox"/> fixed floor coverings	<input type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input type="checkbox"/> clothes line	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input type="checkbox"/> other:		

exclusions	
purchaser	A. T. Nguyen's Investments Pty Ltd ACN 620 732 809. 384 Elizabeth Drive, Mount Pritchard, NSW 2170
purchaser's solicitor	Bac Thuan Nguyen & Associates Unit 8/14 Court Road, Fairfield, NSW 2165 Phone: 9755 2599 Email: tog_fairfield@hotmail.com
price	\$950,000.00 ✓
deposit	\$95,000.00
balance	\$855,000.00 (10% of the price, unless otherwise stated)
contract date	19 August 2020 (if not stated, the date this contract was made)
buyer's agent	

vendor Executed on behalf of
 A.T. NGUYEN'S INVESTMENTS PTY LTD
 ACN 602 732 809 in accordance
 with s.127(1) of the Corporation Act
 2001

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

_____ witness

purchaser JOINT TENANTS tenants in common in unequal shares

[Signature]
 ANH THUAN NGUYEN
 SOLE DIRECTOR/SECRETARY

_____ witness

Choices

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

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

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 type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input 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 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 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 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 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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

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

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

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

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

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.

- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.
- 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 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days after that service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *servicing* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

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

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within 12 months*, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within 12 months* after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant – to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

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

- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.
- 15 Date for completion**
The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.
- 16 Completion**
- **Vendor**
- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.
- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *servicing* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract ~~must be refunded~~;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.
- 20 Miscellaneous**
- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 served if it is served by the *party* or the *party's solicitor*;
- 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 21 Time limits in these provisions**
- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

- 22 Foreign Acquisitions and Takeovers Act 1975**
- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.
- 23 Strata or community title**
- **Definitions and modifications**
- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

• **Notices, certificates and inspections**

- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and

- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

26 Crown purchase money

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

30 Electronic transaction

- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;

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

- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
- 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
- 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|---------------------------------|---|
| <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>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 *serve* evidence of receipt of payment of the *FRCGW remittance*.

- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.
- 32 Residential off the plan contract**
- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

553 & 583 Yellow Rock Road URUNGA NSW 2455

SPECIAL CONDITIONS

VENDOR: Colin Raymond Sheppard and Garry Robert Sheppard

PROPERTY: Lots 553 & 583 Yellow Rock Road, Urunga

32. **Death or Insolvency**

Notwithstanding any rule or law or equity to the contrary should either party (or if there is more than one, any one or more) prior to completion:

- (a) Die or become mentally ill (within the meaning of the Mental Health Act N.S.W.); or
- (b) Be declared bankrupt or enter into any scheme or make any assignment for the benefit of creditors or being a company resolve to go into liquidation or have a petition for its winding up presented or enter into a Scheme or Arrangement with its creditors or should a liquidator, receiver or official manager be appointed in respect thereof,

then either party may by notice served on the other party rescind this agreement such rescission shall be a rescission pursuant to Clause 19 hereof.

33. **Damages for Delay in Completion**

33.1 If a purchaser does not complete this purchase by the completion date, other than because of a default by the vendor, then on completion, the purchaser shall pay to the vendor interest calculated at the rate of 10% per year on the purchase money and legal fees of \$385.00 inclusive of GST.

- Interest will be computed daily from the completion date until the day completion actually occurs.
- The vendor is not obliged to complete this Contract unless this amount is paid.

33.2 It is agreed that this amount is:

- a genuine pre-estimate of the vendor's loss of interest from the purchase money and additional legal fees that will be incurred by the vendor;
- in addition to the vendor's other rights and remedies; and
- in addition to all other moneys payable on completion.

34. **Real Estate Agent**

34.1 The purchaser acknowledges and warrants that the purchaser has not been introduced to the vendor or to the property, either directly or indirectly, by any real estate agent other than the vendor's agent.

34.2 The purchaser indemnifies the vendor against any claim or claims made by any agent other than the vendor's agent against the vendor in respect of this sale where such claim arises from a breach of this warranty on the part of the purchaser. The rights under this clause continue after completion whether or not other rights continue.

35. **Water & Sewerage**

The vendor must on completion allow amounts for water and sewerage usage charges for which the relevant Authority has not issued an account. The amounts must be calculated by multiplying:-

- (i) The number of unbilled days up to and including the adjustment date by;
- (ii) The average charge per day for usage for the last period for which an account issued.

36.

Alterations

Each party hereof authorised his, her or their solicitor or licensed conveyancer or any employee of that solicitor or licensed conveyancer up until the date of this Contract to make alterations to this Contract including the addition of annexures after execution up until the date of this Contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexure so added shall form part of this Contract s if same was annexed prior to the Contract being executed.

37.

Purchaser's Acknowledgment

The purchaser acknowledges and agrees that:-

- (a) He has inspected the subject property and the improvements erected thereon and the inclusions therein and satisfied himself as to the state and condition thereof prior to the execution of this Contract;
- (b) He has entered into this Contract in reliance upon his own inspection as aforesaid and not upon any representations or warranties made by or on behalf of the vendor;
- (c) He accepts the subject property and improvements and inclusions in their present state and condition and subject to any latent or patent defects therein; and
- (d) He shall not be entitled to make any requisition objection or rescind or terminate or claim for compensation in relation to any defect in or want of repair of the state and condition of the subject property and the improvements erected thereon and the inclusions therein.

38.

Conflict between Provisions

If there is a conflict between the additional provisions of sale and the printed provisions of the Contract for Sale, the additional provisions of sale will prevail.

39.

Swimming Pool and/or Spa

~~If there is a swimming pool and/or a spa, pool fences, gates or surrounds, the vendor does not warrant that the property complies with the requirements of the local council or Swimming Pools Act 1992 or any other authority, act or regulation. The purchaser cannot make any claim, objection, or requisition, rescind or terminate or delay completion in respect of any of these matters.~~

40.

Septic System

~~Annexed hereto Approval to Operate an On-site Sewage Management System. The Purchaser acknowledges that the Bellingen Shire Council has adopted a policy in relation to septic systems. The Vendor makes no warranty as to the suitability or otherwise of the current septic system with regard to the Bellingen Shire Council's current requirements and the Purchaser accepts the current system in its current state or repair and condition and will not make any requisition, objection or claim for compensation with regard to the suitability or otherwise of the septic system.~~

41.

Livestock/Agricultural Capacity

The Purchaser acknowledges that the Vendor does not nor does anyone on the Vendor's behalf make any representation or give any warranty regarding:

- (a) The livestock carrying capacity of the Land; and/or
- (b) The agricultural capacity of the Land or any part or parts of it; and/or
- (c) The permanence of any creeks or dams on the Land or any part of it.

42.

Area

The Vendor does not guarantee the correctness of the area of the property and such area having been taken from the records of the Registrar General shall be deemed to be correct, and no objection, requisition or claim for compensation shall be made by or

allowed to either party in respect of any excess or deficiency in such areas which may be disclosed by survey or in any other manner.

43.

Depasturing of Livestock

The Vendor agrees with the Purchaser that between the date of this Contract and the date of completion the Vendor will not without the consent of the Purchaser:

- (a) Graze nor permit to be grazed on the subject lands more livestock than are depasturing upon the subject lands at the date of this Contract other than through natural increase;
- (b) Enter into any Lease or Sharefarming Agreement or part with the possession of any part of the property.

44.

Fencing

The property is sold as fenced and no objection, requisition or claim for compensation shall be made by the Purchaser:

- (a) Should any boundary of the property be unfenced or inadequately fenced; or
- (b) As to the state of repair of any fence;
- (c) If there are any give and take fences.

45.

Enclosures

When any Enclosure Permit, Permissive Occupancy or Licence is held with the land described in this Contract the Vendor and the Purchaser must, on completion, each join in an application to the Department of Land and Water Conservation for the transfer of the Enclosure Permit, Permissive Occupancy or Licence from the Vendor to the Purchaser. The Purchaser shall pay or allow to the Vendor the amount of fees payable to the Department of Land and Water Conservation to enable the Enclosure Permit, Permissive Occupancy or Licence to be noted to stand in the Purchaser's name.

46.

Confidentiality

All information given to the purchaser in relation to the sale of the property is confidential and will not be disclosed by the purchaser to any party other than to family, advisers and mortgagees, and the purchaser shall take all reasonable steps to ensure compliance with this confidentiality requirement by associates, employees, advisers, friends and family.

47.

Non-Merger

Despite completion of this Contract any general or special conditions or part of any general or special conditions to which effect is not given by such completion and which is capable of taking effect after completion will remain in full force and effect and shall not merge upon such completion.

48.

Notices to complete

The Notice to Complete referred to in clause 15 shall be not less than fourteen (14) days' notice commencing from the date of service of the notice.

- (a) This period is sufficient to make time for completion an essential term of the Contract.
- (b) A party can withdraw their notice without prejudice to their right to issue another Notice to Complete.
- (c) A notice can be extended by the vendor at the vendor's discretion.
- (d) Service can be by fax.

SPECIAL CONDITION

49 GST-free because the sale of farm land supplied for farming

- (a) The vendor warrants that a farming business has been carried on the land comprised in this sale for at least 5 years preceding the date of this contract.
 - (b) The purchaser warrants that, on and after completion of this sale, a farming business will be carried on, on the land.
 - (c) In the event of the vendor being liable for GST due to either parties failure to comply with clauses 49(a) & (b):
 - (i) The purchaser agrees to pay to the vendor, within 14 days after the vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner of Taxation, the amount of the GST, including any additional penalty and interest; and
 - (ii) The vendor shall deliver to the purchaser, as a precondition to such payment referred to in 49 (c)(i) (ii) a tax invoice in a form which complies with the GST Act and regulations
-

51. **Guarantee**

GUARANTEE

51.1 This clause applies if the purchaser is a corporation but does not apply to a corporation listed on an Australian Stock Exchange. This clause is an essential term of this contract.

51.2 The word *guarantor* means:

..... and

.....
(being two of the directors of the purchaser or, if the purchaser is a sole director/secretary corporation, the sole director/secretary).

51.3 If the guarantor has not signed this clause, the vendor may *terminate* this contract by serving a notice, but only *within* 14 days after the contract date.

51.4 In consideration of the vendor entering into this contract at the guarantor's request, the guarantor guarantees to the vendor:
payment of all money payable by the purchaser under this contract; and
the performance of all of the purchaser's other obligations under this contract.

51.5 The guarantor:

51.5.1 indemnifies the vendor against any claim, action, loss, damage, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this contract; and

51.5.2 must pay on demand any money due to the vendor under this indemnity.

51.6 The guarantor is jointly and separately liable with the purchaser to the vendor for:

51.6.1 the performance by the purchaser of its obligations under this contract; and

51.6.2 any damage incurred by the vendor as a result of the purchaser's failure to perform its obligations under this contract or the termination of this contract by the vendor.

51.7 The guarantor must pay to the vendor on written demand by the vendor all expenses incurred by the vendor in respect of the vendor's exercise or attempted exercise of any right under this clause.

51.8 If the vendor assigns or transfers the benefit of this contract, the transferee receives the benefit of the guarantor's obligations under this clause.

51.9 The guarantor's obligations under this clause are not released, discharged or otherwise affected by:

51.9.1 the granting of any time, waiver, covenant not to sue or other indulgence;

51.9.2 the release or discharge of any person;

51.9.3 an arrangement, composition or compromise entered into by the vendor, the purchaser, the guarantor or any other person;

- 51.9.4 any moratorium or other suspension of the right, power, authority, discretion or remedy conferred on the vendor by this contract, a statute, a Court or otherwise;
- 51.9.5 payment to the vendor, including payment which at or after the payment date is illegal, void, voidable, avoided or unenforceable; or
- 51.9.6 the winding up of the purchaser.
- 51.10 This clause binds the guarantor and the executors, administrators and assigns of the guarantor.
- 511.11 This clause operates as a Deed between the vendor and the guarantor.

EXECUTED as a Deed.

SIGNED SEALED & DELIVERED by

.....

in the presence of:

.....
Signature of Witness

.....
Signature

.....
Name of Witness

SIGNED SEALED & DELIVERED by

ANH TUAN NGUYEN

in the presence of:


.....

Signature of Witness

.....
Name of Witness

Thuan Nguyen


.....

Signature

ANH TUAN NGUYEN



FOLIO: 553/755557

SEARCH DATE	TIME	EDITION NO	DATE
2/7/2020	1:56 PM	5	18/6/2007

LAND

LOT 553 IN DEPOSITED PLAN 755557
LOCAL GOVERNMENT AREA BELLINGEN
PARISH OF SOUTH BELLINGEN COUNTY OF RALEIGH
(FORMERLY KNOWN AS PORTION 553)
TITLE DIAGRAM CROWN PLAN 3444.1714

FIRST SCHEDULE

COLIN RAYMOND SHEPPARD
GARRY ROBERT SHEPPARD
AS JOINT TENANTS (T AD194881)

SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



**LAND
REGISTRY
SERVICES** **Title Search**



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 583/755557

SEARCH DATE	TIME	EDITION NO	DATE
2/7/2020	1:56 PM	5	18/6/2007

LAND

LOT 583 IN DEPOSITED PLAN 755557
 AT URUNGA ISLAND
 LOCAL GOVERNMENT AREA BELLINGEN
 PARISH OF SOUTH BELLINGEN COUNTY OF RALEIGH
 (FORMERLY KNOWN AS PORTION 583)
 TITLE DIAGRAM CROWN PLAN 4238.1714

FIRST SCHEDULE

COLIN RAYMOND SHEPPARD
 GARRY ROBERT SHEPPARD
 AS JOINT TENANTS (T AD194881)

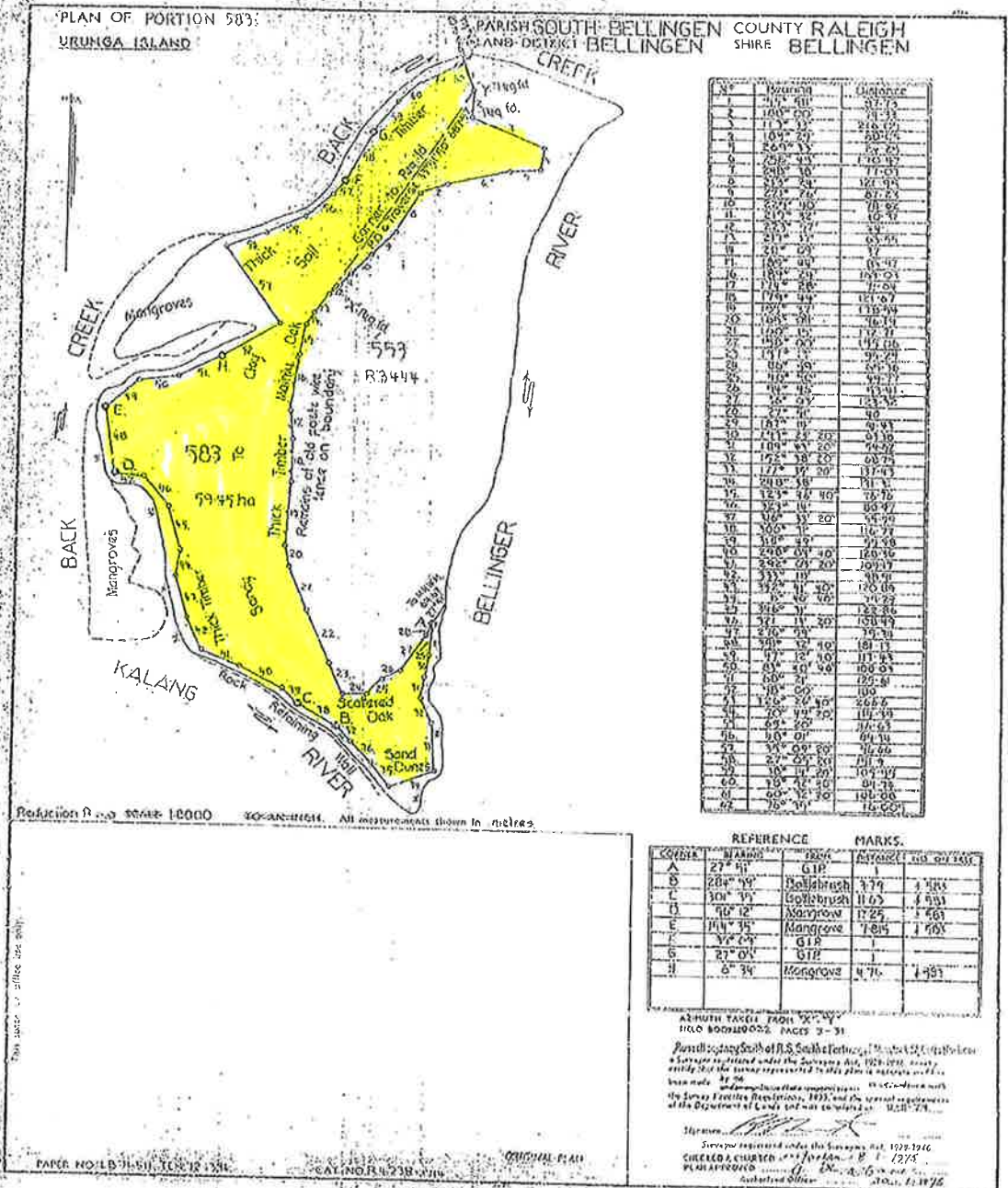
SECOND SCHEDULE (1 NOTIFICATION)

1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
 CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



I, Bruce Richard Currie, Registrar General for New South Wales, certify that this map is a photograph made as a permanent record of a document as its nature, this 31st day of August, 1973.



Bellingen Shire Council

PO Box 117, BELLINGEN, NSW, 2454

Contact Details

Phone: (02) 6655 7300

Fax: (02) 6655 2310

Email: council@bellingen.nsw.gov.au

Planning Certificate under Section 10.7(2) and 10.7(5)
of the Environmental Planning & Assessment Act 1979

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REYNOLDS & REYNOLDS LEGAL SERVICES
PO BOX 124
BELLINGEN NSW 2454

Your Reference : EVR:211240

Date of Issue : 27 Jul 2020

Assessment No. 00166-36020-00-9

Owner(s) (as recorded by Council):

Mr Colin Raymond Sheppard

Mr Garry Robert Sheppard

Property Details

232 Urunga Island Lot 553 DP755557 in RALEIGH

Lot ID: 1305

As at the date of this certificate the following information applies to the land described above:-

Information provided in accordance with Section 10.7 of the EP&A Act 1979 and Schedule 4 of the EPA Regulation 2000

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs

Yes

SEPP No. 21 - CARAVAN PARKS

SEPP No. 33 - HAZARDOUS AND OFFENSIVE DEVELOPMENT

SEPP No. 36 - MANUFACTURED HOME ESTATES

SEPP No. 50 - CANAL ESTATE DEVELOPMENT

SEPP No. 55 - REMEDIATION OF LAND

SEPP No. 64 - ADVERTISING AND SIGNAGE

SEPP No. 65 - DESIGN QUALITY OF RESIDENTIAL DEVELOPMENT

SEPP (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004

SEPP (BUILDING SUSTAINABILITY INDEX: BASIX) 2004

STATE ENVIRONMENTAL PLANNING POLICY (MINING, PETROLEUM PRODUCTION AND EXTRACTIVE INDUSTRIES) 2007

SEPP (INFRASTRUCTURE) 2007

SEPP (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008

STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009

STATE ENVIRONMENTAL PLANNING POLICY (STATE and REGIONAL DEVELOPMENT) 2011

STATE ENVIRONMENTAL PLANNING POLICY (COASTAL MANAGEMENT) 2018

STATE ENVIRONMENTAL PLANNING POLICY (VEGETATION IN NON-RURAL AREAS) 2017

STATE ENVIRONMENTAL PLANNING POLICY (EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES) 2017

SEPP No 70 - AFFORDABLE HOUSING (REVISED SCHEMES)

STATE ENVIRONMENTAL PLANNING POLICY (CONCURRENCES) 2018

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STATE ENVIRONMENTAL PLANNING POLICY (PRIMARY PRODUCTION AND RURAL DEVELOPMENT) 2019

STATE ENVIRONMENTAL PLANNING POLICY (KOALA HABITAT PROTECTION) 2019

Draft STATE ENVIRONMENTAL PLANNING POLICY (Short-term Rental Accommodation) 2008

Draft STATE ENVIRONMENTAL PLANNING POLICY (Remoditaion of Land)

BELLINGEN LOCAL ENVIRONMENTAL PLAN 2010

BELLINGEN SHIRE DEVELOPMENT CONTROL PLAN 2017

2 ZONING AND LAND USE UNDER RELEVANT LEPs

BELLINGEN LOCAL ENVIRONMENTAL PLAN 2010

ZONE E3 - ENVIRONMENTAL MANAGEMENT

Land Use Table

Note: This table does not provide an exhaustive list of all uses that may be permissible in a particular zone. Other uses may be provided for elsewhere in this Plan or in other planning instruments such as the State Environmental Planning Policy (Infrastructure) 2007 and the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.

2 Permitted without consent

Home occupations

3 Permitted with consent

Building identification signs; Business identification signs; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Forestry; Home businesses; Intensive plant agriculture; Research stations; Roads; Tourist and visitor accommodation; Water recreation structures; Water storage facilities

4 Prohibited

Agriculture; Backpackers' accommodation; Hotel or motel accommodation; Industries; Multi dwelling housing; Residential accommodation; Residential flat buildings; Retail premises; Seniors housing; Service stations; Serviced apartments; Turf farming; Warehouse or distribution centres; Any other development not specified in item 2 or 3

ZONE W1 - NATURAL WATERWAYS

Land Use Table

Note: This table does not provide an exhaustive list of all uses that may be permissible in a particular zone. Other uses may be provided for elsewhere in this Plan or in other planning instruments such as the State Environmental Planning Policy (Infrastructure) 2007 and the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

1 Objectives of zone

- To protect the ecological and scenic values of natural waterways.
- To prevent development that would have an adverse effect on the natural values of waterways in this zone.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Nil

3 Permitted with consent

Environmental facilities; Environmental protection works

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

ZONE W2 - RECREATIONAL WATERWAYS

Land Use Table

Note: This table does not provide an exhaustive list of all uses that may be permissible in a particular zone. Other uses may be provided for elsewhere in this Plan or in other planning instruments such as the State Environmental Planning Policy (Infrastructure) 2007 and the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

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-
- 1 Objectives of zone
- To protect the ecological, scenic and recreation values of recreational waterways.
- To allow for water-based recreation and related uses.
- To provide for sustainable fishing industries and recreational fishing.
- 2 Permitted without consent
Nil
- 3 Permitted with consent
Aquaculture; Boat sheds; Building identification signs; Business identification signs; Charter and tourism boating facilities; Community facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Extractive industries; Flood mitigation works; Kiosks; Marinas; Mooring pens; Moorings; Open cut mining; Recreation areas; Recreation facilities (outdoor); Research stations; Water recreation structures
- 4 Prohibited
Industries; Multi dwelling housing; Residential flat buildings; Seniors housing; Signage; Warehouse or distribution centres; Any other development not specified in item 2 or 3

ERECTION OF A DWELLING-HOUSE

No development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land. The dimensions of the land have no bearing on whether or not a dwelling-house is permissible on the land. Further information regarding whether or not a dwelling-house is permissible on the land is contained in that part of the certificate provided under Section 10.7(5).

ERECTION OF A DWELLING-HOUSE DEVELOPMENT STANDARD - 200HA

A development standard contained in Clause 4.2A of Bellingen Local Environmental Plan 2010 applies to the land and fixes a minimum land size of 200 hectares for the erection of a dwelling-house on the land.

Note: There are other criteria contained in BLEP 2010 providing for the permissibility of dwelling-houses in certain other circumstances. Further information regarding whether or not Council may grant consent to the erection of a dwelling-house on the land is contained in that part of the certificate provided under Section 10.7(5).

CRITICAL HABITAT - NO NOTIFICATION

Council has not received any notification that the land contains "critical habitat" within the meaning of the Threatened Species Conservation Act 1995 or the Fisheries Management Act 1994.

NOT WITHIN CONSERVATION AREA

The property is not located within a Heritage Conservation Area as described in Schedule 5 (Part 2) of Bellingen Local Environmental Plan 2010.

NO ITEM OF ENVIRONMENTAL HERITAGE

The property does not contain an Item of Environmental Heritage as described in Schedule 5 of Bellingen Local Environmental Plan 2010.

3 COMPLYING DEVELOPMENT

HOUSING CODE - PART NO

Complying development for the purposes of the Housing Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

1.19 (1) (a)

land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached

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outbuilding, detached development (other than a detached studio) or swimming pool, or

1.19 (1) (b)

land that is reserved for a public purpose by an environmental planning instrument, or

1.19 (1) (c)

land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2, or

1.19 (1) (d)

land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2003, or

1.19 (1) (d1)

land that is subject to a private land conservation agreement under the Biodiversity Conservation Act 2016 or that is a set aside under 60ZC of the Local Land Services Act 2013, or

1.19 (1) (e)

land identified by an environmental planning instrument as being:
(i) within a buffer area (Note; BLEP 2010 Mineral Resource Areas Buffer Zone)

1.19 (1) (f)

land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:
(i) a coastal hazard (Note; Coastal Zone Management Plan).

RURAL HOUSING CODE - PART NO

Complying development for the purposes of the Rural Housing Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

1.19 (1) (a)

land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool, or

1.19 (1) (b)

land that is reserved for a public purpose by an environmental planning instrument, or

1.19 (1) (c)

land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2, or

1.19(1) (d)

land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2003, or

1.19 (1) (d1)

land that is subject to a private land conservation agreement under the Biodiversity Conservation Act 2016 or that is a set aside under 60ZC of the Local Land Services Act 2013, or

1.19 (1) (e)

land identified by an environmental planning instrument as being:

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(i) within a buffer area (Note; BLEP 2010 Mineral Resource Areas Buffer Zone)

1.19 (1) (f)

land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:

(i) a coastal hazard (Note; Coastal Zone Management Plan).

HOUSING ALTERATIONS CODE - PART NO

Complying development for the purposes of the Housing Alterations Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

GENERAL DEVELOPMENT CODE - PART NO

Complying development for the purposes of the General Development Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE - PART NO

Complying development for the purposes of the Commercial & Industrial Alterations Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

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except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE - PART NO

Complying development for the purposes of the Commercial & Industrial (New Buildings & Additions) Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

1.19 (5) (a)

land within a heritage conservation area or a draft heritage conservation area, or

1.19 (5) (b)

land that is reserved for a public purpose in an environmental planning instrument, or

1.19 (5) (c)

land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2, or

1.19 (5) (d)

land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or

1.19 (5) (e)

land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2003, or

1.19 (5) (f)

land identified by an environmental planning instrument as being:

(i) within a buffer area (Note: BLEP 2010 Mineral Resource Areas Buffer Zone)

1.19 (5) (g)

land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:

(i) a coastal hazard (Note: Coastal Zone Management Plan).

SUBDIVISION CODE - PART NO

Complying development for the purposes of the Subdivisions Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

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1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

DEMOLITION CODE - PART NO

Complying development for the purposes of the Demolition Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

FIRE SAFETY CODE - PART NO

Complying development for the purposes of the Fire Safety Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

LOW RISE MEDIUM DENSITY HOUSING CODE - PART NO

Complying development for the purposes of the Low Rise Medium Density Housing Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

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1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

1.19 (1) (a)

land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool, or

1.19 (1) (b)

land that is reserved for a public purpose by an environmental planning instrument, or

1.19 (1) (c)

land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2, or

1.19 (1) (d)

land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2003, or

1.19 (1) (d1)

land that is subject to a private land conservation agreement under the Biodiversity Conservation Act 2016 or that is a set aside under 60ZC of the Local Land Services Act 2013, or

1.19 (1) (e)

land identified by an environmental planning instrument as being:
(i) within a buffer area (Note: BLEP 2010 Mineral Resource Areas Buffer Zone)

1.19 (1) (f)

land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:

(i) a coastal hazard (Note: Coastal Zone Management Plan).

CONTAINER RECYCLING FACILITIES CODE - PART NO

Complying development for the purposes of the Container Recycling Facilities Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

4B ANNUAL CHARGES FOR COASTAL PROTECTION SERVICES

NO CHARGES UNDER SECTION 496B OF THE LOCAL GOVERNMENT ACT 1993

Council is not aware of consent being granted by the owner (or any previous owner) of the land, 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.

5 MINE SUBSIDENCE

MINE SUBSIDENCE - NOT AFFECTED

The land has not been proclaimed to be in a mine subsidence district within the meaning of the Mine Subsidence Compensation Act, 2017.

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6 ROAD WIDENING AND ROAD REALIGNMENT

NO ROAD WIDENING OR REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

ACID SULFATE SOILS HAZARD

Development of the land is restricted by the operation of Clause 7.1 of BLEP 2010, as the land is shown on the Acid Sulfate Soils Map as being within an acid sulphate soil class.

BELLINGER and KALANG RIVERS EROSION HAZARD

Development of the land is restricted by the operation of Sections 8.9.1 and 8.12 of the Bellingen Shire Development Control Plan 2017, as the land is projected to be subject to erosion as shown on the 'Bellingen & Kalang Rivers Morphological Study Erosion Hazard Maps (July 1985)'.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

FLOOD POLICY

Council has adopted a Floodplain Risk Management Plan pursuant to the NSW Government Floodplain Development Manual. The Plan contains development controls and other policy statements that apply to land that is liable to flooding up to the Probable Maximum Flood, including both main river-originated and other flooding.

In response to the recommendations of Council's Floodplain Risk Management Plan, Council has prepared and adopted Chapter 8 (Flood & Riverine Processes) of Bellingen Shire Development Control Plan 2017. The Chapter provides an outline of appropriate control measures for development affected by flooding. Upon adoption of the Lower Bellingen and Kalang Rivers Flood Study - April 2016 at Council's meeting of 27 April 2016 (Item 8.1), Council also resolved to adopt an interim position regarding interpretation of this particular flood study, until such time as Council formally amends its Plan, and Development Control Plan, to address the updated flood risk assessment methodologies that are contained within the new Study.

Further information is available from Council's Planning Services Section.

LOWER BELLINGER/KALANG AFFECTED BY 1% AEP - Interim Advice

Council is in possession of a Floodplain Risk Management Study (Lower Bellingen and Kalang Rivers Flood Study - April 2016) which indicates that the land (or part of the land) maybe subject to mainstream flooding from the Bellingen/Kalang Rivers in a 1:100 year flood event (1% Annual Exceedance Probability Flood Event).

Land that is subject to flooding in a 1:100 year flood event is subject to flood related development controls for the purposes of dwelling houses, dual occupancies, multi dwelling housing and residential flat buildings, where these are permissible land uses within the subject zone. Development controls are contained within Chapter 8 (Flood & Riverine Processes) of Bellingen Shire Development Control Plan 2017, and an interim position adopted by Council regarding Interpretation of the flood study at its meeting of 27 April 2016 (Item 8.1).

Flood related development controls also apply for a wide range of other purposes that may be permissible land uses within the subject zone, as specified in Chapter 8 (Flood & Riverine Processes) of Bellingen Shire Development Control Plan 2017.

It should be noted however that subsequent filling or excavation may have modified the land since the conduct of the study and the flood mapping applies only to the Bellingen/ Kalang Rivers and not other watercourses or drainage lines.

A detailed site specific survey is necessary to precisely determine the extent of flooding in a 1% AEP or rarer flood event on a particular property and further information regarding the actual 1%AEP level that applies to the property is available from Council's Planning Services Section.

LOWER BELLINGER/KALANG AFFECTED BY PMF - Interim Advice

Council is in possession of a Floodplain Risk Management Study (Lower Bellingen and Kalang Rivers Flood Study - April 2016.) which indicates that the land (or part of the land) maybe subject to mainstream flooding from the Bellingen/Kalang Rivers in a Probable Maximum Flood (PMF). The PMF is calculated to be the maximum flood which is likely to occur at a particular location and the PMF defines the extent of flood prone land, that is, the floodplain.

A detailed site specific survey is necessary to precisely determine the extent of flooding in a PMF or rarer flood event on a particular property. Further information regarding the actual PMF level that applies to the property is available from Council's Planning Services Section.

It is also noted that subsequent filling or excavation may have modified the land, and the flood mapping applies only to the Bellingen/ Kalang Rivers and not other watercourses or drainage lines.

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Development on land that is subject to flooding in a Probable Maximum Flood is not subject to flood related development controls for the purposes of dwelling houses, dual occupancies, multi dwelling housing and residential flat buildings, where these are permissible land uses within the subject zone.

A limited range of other purposes are subject to flood related development controls, as specified in Chapter 8 (Flood & Riverine Processes) of Bellingen Shire Development Control Plan 2017.

8 LAND RESERVED FOR ACQUISITION

LAND NOT RESERVED FOR ACQUISITION

There is no provision contained in any environmental planning instrument or proposed environmental planning instrument with respect to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979.

9 CONTRIBUTION PLANS

CONTRIBUTIONS PLANS

The following Contributions Plans have been adopted by Council:-
Local Roads and Traffic Infrastructure Section 94 Developer Contribution Plan 2015
Community Facilities and Open Space Infrastructure Section 94 Developer Contribution Plan 2014
Bushfire Services 2001

9A BIODIVERSITY CERTIFIED LAND

NOT BIODIVERSITY CERTIFIED LAND

The land is not biodiversity certified land, within the meaning of Part 7AA of the Threatened Species Conservation Act 1995.

10 BIODIVERSITY STEWARDSHIP SITES

BIODIVERSITY STEWARDSHIP SITES - NOT NOTIFIED

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10A NATIVE VEGETATION CLEARING SET ASIDES

NATIVE VEGETATION CLEARING SET ASIDES - NOT NOTIFIED

Council has not been notified that a set aside area under section 60ZC of the Local Land Services Act 2013 applies to the land.

11 BUSH FIRE PRONE LAND

BUSH FIRE PRONE LAND - PART

Part of the land is bushfire prone land.

12 PROPERTY VEGETATION PLANS

PVP - NOT NOTIFIED

Council has not been notified that a Property Vegetation Plan (PVP) approved under Part 4 the Native Vegetation Act 2003 (and that continues in force) applies to the land.

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

TREES ORDER - NOT NOTIFIED

Council has not been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14 DIRECTIONS UNDER PART 3A

NO PART 3A DIRECTION

There is no direction by the Minister, in force under section 75P (2) (c1) of the EP & A Act 1979 Act, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIOR HOUSING

NO SENIORS HOUSING SITE COMPATIBILITY CERTIFICATE OR CONDITIONS IMPOSED

Council is not aware of any current site compatibility certificate (seniors housing), issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land, or any terms of a kind referred to in Clause 18(2) of the SEPP that have been imposed as a condition of consent to a relevant development application on the land.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

NO SITE COMPATIBILITY CERTIFICATE FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

Council is not aware of any valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) in respect of proposed development on the land.

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17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

NO AFFORDABLE RENTAL HOUSING SITE COMPATIBILITY CERTIFICATE OR CONDITIONS IMPOSED

Council is not aware of any current site compatibility certificate (affordable rental housing), issued in respect of proposed development on the land, or any terms of a kind referred to in Clauses 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a relevant development application on the land.

18 PAPER SUBDIVISION INFORMATION

NO PAPER SUBDIVISION INFORMATION

Council is not aware of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. Council is not aware of any subdivision order that applies to the land.

19 SITE VERIFICATION CERTIFICATE

NO SITE VERIFICATION CERTIFICATE

Council is not aware of any current site verification certificate (regarding biophysical strategic agricultural land or critical industry cluster land) issued with respect to the land under Division 3 (Part 4AA) of State Environmental Planning Policy (Mining, Petroleum and Extractive Industries) 2007.

20 LOOSE-FILL ASBESTOS INSULATION

NO LOOSE-FILL ASBESTOS INSULATION REGISTER ADVICE

The land does not include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that have been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

21 AFFECTED BUILDING NOTICES AND BUILDING RECTIFICATION ORDERS

NO AFFECTED BUILDING NOTICE OR BUILDING PRODUCT RECTIFICATION ORDER

Council is not aware of any Affected Building Notice (within the meaning of Part 4 of the Building Products (Safety) Act 2017, or any Building Product Rectification Order (within the meaning of the Building Products (Safety) Act 2017 that is in force in respect of the land.

MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

CONTAMINATED LAND MANAGEMENT ACT 1997 - PRESCRIBED MATTERS

Council has not received any advice that the land is:

- (a) is significantly contaminated land within the meaning of that Act,
- (b) subject to a management order within the meaning of that Act,
- (c) the subject of an approved voluntary management proposal within the meaning of that Act,
- (d) subject to an ongoing maintenance order within the meaning of that Act,
- (e) the subject of a site audit statement within the meaning of that Act.

INFORMATION PROVIDED IN ACCORDANCE WITH SECTION 149(5)

1 - OTHER INFORMATION RELATING TO WHETHER OR NOT DEVELOPMENT FOR THE PURPOSE OF A DWELLING-HOUSE MAY BE CARRIED OUT ON THE LAND

DWELLING-HOUSE PROHIBITED VIA LAND USE TABLE

The erection of a dwelling-house on the land in a zone applicable to this land is prohibited under the provisions of the Land Use Table contained within Part 2 of Bellingen Local Environmental Plan 2010.

DWELLING HOUSE NOT PERMISSIBLE VIA CLAUSE 4.2A

The erection of a dwelling-house on the land is not permissible under the provisions of Clause 4.2A of Bellingen Local Environmental Plan 2010.

2 - OTHER RELEVANT PROVISIONS FROM LEPs AND PROPOSED LEPs

3 - OTHER INFORMATION

CONTAMINATED LAND - NO INFORMATION

Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated.

FLORA AND FAUNA - THREATENED SPECIES

Bellingen Shire is within the North Coast bioregion, which contains the greatest biological diversity and the largest number of threatened species in NSW.

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Native plants and animals that are considered threatened (vulnerable or endangered) have special protection under legislation. Threatened species may occur in or utilise habitat across the Shire - including coastal lands, grasslands and forests, on private as well as publicly owned land. Before undertaking any activity or work you need to consider the likelihood of that activity or work adversely affecting protected or threatened species (including their habitat). Substantial penalties apply to the harming of threatened species without approval.

Council may have information regarding flora and fauna species known or expected to occur on this property. Further information is available from Council's Planning Services Section.

NOXIOUS PLANTS - INSPECTION RECOMMENDED

Please note that noxious plants may be growing upon the subject land and advice should be sought from Council's Invasive Plants Officer before proceeding with the purchase of the property. Council strongly recommends that a Noxious Plants Inspection Report be obtained for the property.

COUNCIL ROADS

Section 7 of the Roads Act 1993 nominates Bellingen Shire Council as the roads authority for all public roads within the Shire, other than any freeway or Crown Road and any public road for which some other public authority is the declared road authority.

WATER & SEWER SERVICES

Section 64 of the Local Government Act 1993 provides that where works of water, sewerage and drainage are required in connection with the development of land, these services will be provided without cost to Bellingen Council.

REGISTER OF APPROVALS/CONSENTS

The Local Government Act 1993 and Environmental Planning and Assessment Act 1979 require Council to maintain a register of approvals and development consents granted on the land and adjoining land. The register is available for public inspection, free of charge, at Council's offices during normal office hours.

RESPONSIBILITY FOR COMPLIANCE WITH CONSENTS AND APPROVALS

Where there is a development consent or other approval that relates to the property, any person interested in or making a decision about the property should acquaint themselves with the terms and conditions of that consent or approval as they may be outstanding or of an ongoing nature. Terms and conditions of a development consent or other approval are binding on the land while ever that consent or approval is operative. The responsibility for ensuring compliance with those terms and conditions lies jointly and severally with the owner of the land and any person acting upon the consent or approval, and this responsibility passes to subsequent owners upon transfer of the ownership of the property.

NOTICES - VARIOUS ACTS

There are no notices or orders under the:-

- Impounding Act 1993;
- Roads Act 1993;
- Companion Animals Act 1998;
- Swimming Pools Act 1992;
- Unhealthy Building Land Act 1990;
- Food Act 1989;
- Public Health Act 1991;
- Protection of the Environment Operations Act 1997;
- Rural Fires Act 1997;
- Environmental Planning and Assessment Act 1979; and/or
- Local Government Act 1993

outstanding on the land, other than those specifically identified.

ACCESS TO PLANNING DOCUMENTS

Council's key planning documents, as referred to elsewhere in this Certificate, are electronically accessible at the following locations. Council encourages prospective purchasers to familiarise themselves with these documents and to access documents electronically in preference to requesting paper copies from Council.

State Environmental Planning Policies (SEPP's) - Select "S" from list of "EPI's in force" to locate SEPP of interest.
<http://www.legislation.nsw.gov.au>

Bellingen Local Environmental Plan 2010 (including maps) - Select "B" from list of "EPI's in force" to locate BLEP.
<http://www.legislation.nsw.gov.au>

Bellingen Shire Development Control Plan 2017 (note: individual chapters are listed and can be accessed as required)
<http://www.bellingen.nsw.gov.au/planning.html>

Bellingen Shire Developer Contribution Plans
<http://www.bellingen.nsw.gov.au/planning.html>

ON SITE SEWAGE MANAGEMENT

If there is an On-site Sewage Management System (OSMS) on this land, when the property changes hands the new owner/s must

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make application to Council to operate the OSMS within 3 months of the date of purchase.

All fees/charges are to be paid before the release of an OSMS approval.

ESTUARY INUNDATION - CURRENT HAZARD

This land has been identified in estuary inundation mapping held by Council as having a current exposure to tidal inundation. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

ESTUARY INUNDATION - FUTURE HAZARD IF 0.4M SEA LEVEL RISE OCCURS

This land has been identified in estuary inundation mapping held by Council as having a future exposure to tidal inundation, should there be a 0.4m increase in mean sea level. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

ESTUARY INUNDATION - FUTURE HAZARD IF 0.7M SEA LEVEL RISE OCCURS

This land has been identified in estuary inundation mapping held by Council as having a future exposure to tidal inundation, should there be a 0.7m increase in mean sea level. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

ESTUARY INUNDATION - FUTURE HAZARD IF 0.9M SEA LEVEL RISE OCCURS

This land has been identified in estuary inundation mapping held by Council as having a future exposure to tidal inundation, should there be a 0.9m increase in mean sea level. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

ESTUARY INUNDATION - FUTURE HAZARD IF 1.4M SEA LEVEL RISE OCCURS

This land has been identified in estuary inundation mapping held by Council as having a future exposure to tidal inundation, should there be a 1.4m increase in mean sea level. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

INDIVIDUALLY LOTS 553 AND 583 DP 755557 DO NOT SATISFY ANY OF THE CRITERIA IN CLAUSE
4.2A OF BELLINGEN LOCAL ENVIRONMENTAL PLAN 2010.

HOWEVER, IF HELD IN THE ONE OWNERSHIP LOTS 553 AND 583 DP 755557 SATISFY CLAUSE
4.2A OF BELLINGEN LOCAL ENVIRONMENTAL PLAN 2010 THEREFORE A DWELLING-HOUSE IS
PERMISSIBLE UNDER THAT CLAUSE.

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For further information, please contact Council's
Customer and Business Services - Phone 02 6655 7300



for the General Manager

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As at the date of this certificate the following information applies to the land described above:-

Information provided in accordance with Section 10.7 of the EP&A Act 1979 and Schedule 4 of the EPA Regulation 2000

<u>1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DCPs</u>	Yes
SEPP No. 21 - CARAVAN PARKS	
SEPP No. 33 - HAZARDOUS AND OFFENSIVE DEVELOPMENT	
SEPP No. 36 - MANUFACTURED HOME ESTATES	
SEPP No. 50 - CANAL ESTATE DEVELOPMENT	
SEPP No. 55 - REMEDIATION OF LAND	
SEPP No. 64 - ADVERTISING AND SIGNAGE	
SEPP No. 65 - DESIGN QUALITY OF RESIDENTIAL DEVELOPMENT	
SEPP (HOUSING FOR SENIORS OR PEOPLE WITH A DISABILITY) 2004	
SEPP (BUILDING SUSTAINABILITY INDEX: BASIX) 2004	
STATE ENVIRONMENTAL PLANNING POLICY (MINING, PETROLEUM PRODUCTION AND EXTRACTIVE INDUSTRIES) 2007	
SEPP (INFRASTRUCTURE) 2007	
SEPP (EXEMPT AND COMPLYING DEVELOPMENT CODES) 2008	
STATE ENVIRONMENTAL PLANNING POLICY (AFFORDABLE RENTAL HOUSING) 2009	
STATE ENVIRONMENTAL PLANNING POLICY (STATE and REGIONAL DEVELOPMENT) 2011	
STATE ENVIRONMENTAL PLANNING POLICY (COASTAL MANAGEMENT) 2018	
STATE ENVIRONMENTAL PLANNING POLICY (VEGETATION IN NON-RURAL AREAS) 2017	
STATE ENVIRONMENTAL PLANNING POLICY (EDUCATIONAL ESTABLISHMENTS AND CHILD CARE FACILITIES) 2017	
SEPP No 70 - AFFORDABLE HOUSING (REVISED SCHEMES)	
STATE ENVIRONMENTAL PLANNING POLICY (CONCURRENCES) 2018	
STATE ENVIRONMENTAL PLANNING POLICY (PRIMARY PRODUCTION AND RURAL DEVELOPMENT) 2019	
STATE ENVIRONMENTAL PLANNING POLICY (KOALA HABITAT PROTECTION) 2019	
Draft STATE ENVIRONMENTAL PLANNING POLICY (Short-term Rental Accommodation) 2008	
Draft STATE ENVIRONMENTAL PLANNING POLICY (Remeditaion of Land)	
BELLINGEN LOCAL ENVIRONMENTAL PLAN 2010	
BELLINGEN SHIRE DEVELOPMENT CONTROL PLAN 2017	
<u>2 ZONING AND LAND USE UNDER RELEVANT LEPs</u>	
BELLINGEN LOCAL ENVIRONMENTAL PLAN 2010	
ZONE E2 - ENVIRONMENTAL CONSERVATION	
Note: This table does not provide an exhaustive list of all uses that may be permissible in a particular zone. Other uses may be provided for elsewhere in this Plan or in other planning instruments such as the State Environmental Planning Policy (Infrastructure)	

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2007 and the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

1 Objectives of zone

- To protect, manage and restore areas of high ecological, scientific, cultural or aesthetic values.
- To prevent development that could destroy, damage or otherwise have an adverse effect on those values.

2 Permitted without consent

Nil

3 Permitted with consent

Environmental facilities; Environmental protection works

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

ZONE E3 - ENVIRONMENTAL MANAGEMENT

Land Use Table

Note: This table does not provide an exhaustive list of all uses that may be permissible in a particular zone. Other uses may be provided for elsewhere in this Plan or in other planning instruments such as the State Environmental Planning Policy (Infrastructure) 2007 and the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

1 Objectives of zone

- To protect, manage and restore areas with special ecological, scientific, cultural or aesthetic values.
- To provide for a limited range of development that does not have an adverse effect on those values.

2 Permitted without consent

Home occupations

3 Permitted with consent

Building identification signs; Business identification signs; Dwelling houses; Environmental facilities; Environmental protection works; Extensive agriculture; Farm buildings; Flood mitigation works; Forestry; Home businesses; intensive plant agriculture; Research stations; Roads; Tourist and visitor accommodation; Water recreation structures; Water storage facilities

4 Prohibited

Agriculture; Backpackers' accommodation; Hotel or motel accommodation; Industries; Multi dwelling housing; Residential accommodation; Residential flat buildings; Retail premises; Seniors housing; Service stations; Serviced apartments; Turf farming; Warehouse or distribution centres; Any other development not specified in item 2 or 3

ZONE W1 - NATURAL WATERWAYS

Land Use Table

Note: This table does not provide an exhaustive list of all uses that may be permissible in a particular zone. Other uses may be provided for elsewhere in this Plan or in other planning instruments such as the State Environmental Planning Policy (Infrastructure) 2007 and the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

1 Objectives of zone

- To protect the ecological and scenic values of natural waterways.
- To prevent development that would have an adverse effect on the natural values of waterways in this zone.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Nil

3 Permitted with consent

Environmental facilities; Environmental protection works

4 Prohibited

Business premises; Hotel or motel accommodation; Industries; Multi dwelling housing; Recreation facilities (major); Residential flat buildings; Restricted premises; Retail premises; Seniors housing; Service stations; Warehouse or distribution centres; Any other development not specified in item 2 or 3

ZONE W2 - RECREATIONAL WATERWAYS

Land Use Table

Note: This table does not provide an exhaustive list of all uses that may be permissible in a particular zone. Other uses may be provided for elsewhere in this Plan or in other planning instruments such as the State Environmental Planning Policy (Infrastructure) 2007 and the State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

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1 Objectives of zone

- To protect the ecological, scenic and recreation values of recreational waterways.
- To allow for water-based recreation and related uses.
- To provide for sustainable fishing industries and recreational fishing.

2 Permitted without consent

Nil

3 Permitted with consent

Aquaculture; Boat sheds; Building identification signs; Business identification signs; Charter and tourism boating facilities; Community facilities; Emergency services facilities; Environmental facilities; Environmental protection works; Extractive industries; Flood mitigation works; Kiosks; Marinas; Mooring pens; Moorings; Open cut mining; Recreation areas; Recreation facilities (outdoor); Research stations; Water recreation structures

4 Prohibited

Industries; Multi dwelling housing; Residential flat buildings; Seniors housing; Signage; Warehouse or distribution centres; Any other development not specified in item 2 or 3

ERECTION OF A DWELLING-HOUSE

No development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land. The dimensions of the land have no bearing on whether or not a dwelling-house is permissible on the land. Further information regarding whether or not a dwelling-house is permissible on the land is contained in that part of the certificate provided under Section 10.7(5).

ERECTION OF A DWELLING-HOUSE DEVELOPMENT STANDARD - 200ha

A development standard contained in Clause 4.2A of Bellinghen Local Environmental Plan 2010 applies to the land and fixes a minimum land size of 200 hectares for the erection of a dwelling-house on the land.

Note: There are other criteria contained in BLEP 2010 providing for the permissibility of dwelling-houses in certain other circumstances. Further information regarding whether or not Council may grant consent to the erection of a dwelling-house on the land is contained in that part of the certificate provided under Section 10.7(5).

CRITICAL HABITAT - NO NOTIFICATION

Council has not received any notification that the land contains "critical habitat" within the meaning of the Threatened Species Conservation Act 1995 or the Fisheries Management Act 1994.

NOT WITHIN CONSERVATION AREA

The property is not located within a Heritage Conservation Area as described in Schedule 5 (Part 2) of Bellinghen Local Environmental Plan 2010.

NO ITEM OF ENVIRONMENTAL HERITAGE

The property does not contain an Item of Environmental Heritage as described in Schedule 5 of Bellinghen Local Environmental Plan 2010.

3 COMPLYING DEVELOPMENT

HOUSING CODE - PART NO

Complying development for the purposes of the Housing Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

1.19 (1) (a)

land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached

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outbuilding, detached development (other than a detached studio) or swimming pool, or

1.19 (1) (b)

land that is reserved for a public purpose by an environmental planning instrument, or

1.19 (1) (c)

land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2, or

1.19 (1) (d)

land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2003, or

1.19 (1) (d1)

land that is subject to a private land conservation agreement under the Biodiversity Conservation Act 2016 or that is a set aside under 60ZC of the Local Land Services Act 2013, or

1.19 (1) (e)

land identified by an environmental planning instrument as being:

(i) within a buffer area (Note; BLEP 2010 Mineral Resource Areas Buffer Zone)

1.19 (1) (f)

land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:

(i) a coastal hazard (Note; Coastal Zone Management Plan).

RURAL HOUSING CODE - PART NO

Complying development for the purposes of the Rural Housing Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

1.19 (1) (a)

land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool, or

1.19 (1) (b)

land that is reserved for a public purpose by an environmental planning instrument, or

1.19 (1) (c)

land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2, or

1.19(1) (d)

land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2003, or

1.19 (1) (d1)

land that is subject to a private land conservation agreement under the Biodiversity Conservation Act 2016 or that is a set aside under 60ZC of the Local Land Services Act 2013, or

1.19 (1) (e)

land identified by an environmental planning instrument as being:

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(i) within a buffer area (Note; BLEP 2010 Mineral Resource Areas Buffer Zone)

1.19 (1) (f)

land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:

(i) a coastal hazard (Note; Coastal Zone Management Plan).

HOUSING ALTERATIONS CODE - PART NO

Complying development for the purposes of the Housing Alterations Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

GENERAL DEVELOPMENT CODE - PART NO

Complying development for the purposes of the General Development Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

COMMERCIAL AND INDUSTRIAL ALTERATIONS CODE - PART NO

Complying development for the purposes of the Commercial & Industrial Alterations Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

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except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

COMMERCIAL AND INDUSTRIAL (NEW BUILDINGS AND ADDITIONS) CODE - PART NO

Complying development for the purposes of the Commercial & Industrial (New Buildings & Additions) Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

1.19 (5) (a)

land within a heritage conservation area or a draft heritage conservation area, or

1.19 (5) (b)

land that is reserved for a public purpose in an environmental planning instrument, or

1.19 (5) (c)

land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2, or

1.19 (5) (d)

land that is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997, or

1.19 (5) (e)

land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2003, or

1.19 (5) (f)

land identified by an environmental planning instrument as being:

(i) within a buffer area (Note: BLEP 2010 Mineral Resource Areas Buffer Zone)

1.19 (5) (g)

land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:

(i) a coastal hazard (Note: Coastal Zone Management Plan).

SUBDIVISION CODE - PART NO

Complying development for the purposes of the Subdivisions Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

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1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

DEMOLITION CODE - PART NO

Complying development for the purposes of the Demolition Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

FIRE SAFETY CODE - PART NO

Complying development for the purposes of the Fire Safety Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

LOW RISE MEDIUM DENSITY HOUSING CODE - PART NO

Complying development for the purposes of the Low Rise Medium Density Housing Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

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1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

1.19 (1) (a)

land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool, or

1.19 (1) (b)

land that is reserved for a public purpose by an environmental planning instrument, or

1.19 (1) (c)

land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2, or

1.19 (1) (d)

land that is subject to a biobanking agreement under Part 7A of the Threatened Species Conservation Act 1995 or a property vegetation plan approved under the Native Vegetation Act 2003, or

1.19 (1) (d1)

land that is subject to a private land conservation agreement under the Biodiversity Conservation Act 2016 or that is a set aside under 60ZC of the Local Land Services Act 2013, or

1.19 (1) (e)

land identified by an environmental planning instrument as being:
(i) within a buffer area (Note: BLEP 2010 Mineral Resource Areas Buffer Zone)

1.19 (1) (f)

land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by:

(i) a coastal hazard (Note: Coastal Zone Management Plan).

CONTAINER RECYCLING FACILITIES CODE - PART NO

Complying development for the purposes of the Container Recycling Facilities Code may be carried out on the land, but not on that part of the land that is affected by the following land based exclusions.

1.17A (1) (c)

be on land that is, or is part of, a wilderness area (within the meaning of the Wilderness Act 1987), or

1.17A (1) (d)

be carried out on land that:

(i) comprises an item that is listed on the State Heritage Register under the Heritage Act 1977 or on which such an item is located, or

(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or

(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified, or

1.17A (1) (e)

except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area.

1.18 (1) (c3)

land that comprises, or on which there is, a draft heritage item.

4B ANNUAL CHARGES FOR COASTAL PROTECTION SERVICES

NO CHARGES UNDER SECTION 496B OF THE LOCAL GOVERNMENT ACT 1993

Council is not aware of consent being granted by the owner (or any previous owner) of the land, 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.

5 MINE SUBSIDENCE

MINE SUBSIDENCE - NOT AFFECTED

The land has not been proclaimed to be in a mine subsidence district within the meaning of the Mine Subsidence Compensation Act, 2017.

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6 ROAD WIDENING AND ROAD REALIGNMENT

NO ROAD WIDENING OR REALIGNMENT

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

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

7 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

ACID SULFATE SOILS HAZARD

Development of the land is restricted by the operation of Clause 7.1 of BLEP 2010, as the land is shown on the Acid Sulfate Soils Map as being within an acid sulphate soil class.

BELLINGER and KALANG RIVERS EROSION HAZARD

Development of the land is restricted by the operation of Sections 8.9.1 and 8.12 of the Bellingen Shire Development Control Plan 2017, as the land is projected to be subject to erosion as shown on the 'Bellingen & Kalang Rivers Morphological Study Erosion Hazard Maps (July 1985)'.

7A FLOOD RELATED DEVELOPMENT CONTROLS INFORMATION

FLOOD POLICY

Council has adopted a Floodplain Risk Management Plan pursuant to the NSW Government Floodplain Development Manual. The Plan contains development controls and other policy statements that apply to land that is liable to flooding up to the Probable Maximum Flood, including both main river-originated and other flooding.

In response to the recommendations of Council's Floodplain Risk Management Plan, Council has prepared and adopted Chapter 8 (Flood & Riverine Processes) of Bellingen Shire Development Control Plan 2017. The Chapter provides an outline of appropriate control measures for development affected by flooding. Upon adoption of the Lower Bellingen and Kalang Rivers Flood Study - April 2016 at Council's meeting of 27 April 2016 (Item 8.1), Council also resolved to adopt an interim position regarding interpretation of this particular flood study, until such time as Council formally amends its Plan, and Development Control Plan, to address the updated flood risk assessment methodologies that are contained within the new Study.

Further information is available from Council's Planning Services Section.

LOWER BELLINGER/KALANG AFFECTED BY 1% AEP - Interim Advice

Council is in possession of a Floodplain Risk Management Study (Lower Bellingen and Kalang Rivers Flood Study - April 2016) which indicates that the land (or part of the land) maybe subject to mainstream flooding from the Bellingen/Kalang Rivers in a 1:100 year flood event (1% Annual Exceedance Probability Flood Event).

Land that is subject to flooding in a 1:100 year flood event is subject to flood related development controls for the purposes of dwelling houses, dual occupancies, multi dwelling housing and residential flat buildings, where these are permissible land uses within the subject zone. Development controls are contained within Chapter 8 (Flood & Riverine Processes) of Bellingen Shire Development Control Plan 2017, and an interim position adopted by Council regarding interpretation of the flood study at its meeting of 27 April 2016 (Item 8.1).

Flood related development controls also apply for a wide range of other purposes that may be permissible land uses within the subject zone, as specified in Chapter 8 (Flood & Riverine Processes) of Bellingen Shire Development Control Plan 2017.

It should be noted however that subsequent filling or excavation may have modified the land since the conduct of the study and the flood mapping applies only to the Bellingen/ Kalang Rivers and not other watercourses or drainage lines.

A detailed site specific survey is necessary to precisely determine the extent of flooding in a 1% AEP or rarer flood event on a particular property and further information regarding the actual 1%AEP level that applies to the property is available from Council's Planning Services Section.

LOWER BELLINGER/KALANG AFFECTED BY PMF - Interim Advice

Council is in possession of a Floodplain Risk Management Study (Lower Bellingen and Kalang Rivers Flood Study - April 2016) which indicates that the land (or part of the land) maybe subject to mainstream flooding from the Bellingen/Kalang Rivers in a Probable Maximum Flood (PMF). The PMF is calculated to be the maximum flood which is likely to occur at a particular location and the PMF defines the extent of flood prone land, that is, the floodplain.

A detailed site specific survey is necessary to precisely determine the extent of flooding in a PMF or rarer flood event on a particular property. Further information regarding the actual PMF level that applies to the property is available from Council's Planning Services Section.

It is also noted that subsequent filling or excavation may have modified the land, and the flood mapping applies only to the Bellingen/ Kalang Rivers and not other watercourses or drainage lines.

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Development on land that is subject to flooding in a Probable Maximum Flood is not subject to flood related development controls for the purposes of dwelling houses, dual occupancies, multi dwelling housing and residential flat buildings, where these are permissible land uses within the subject zone.

A limited range of other purposes are subject to flood related development controls, as specified in Chapter 8 (Flood & Riverine Processes) of Bellinghen Shire Development Control Plan 2017.

8 LAND RESERVED FOR ACQUISITION

LAND NOT RESERVED FOR ACQUISITION

There is no provision contained in any environmental planning instrument or proposed environmental planning instrument with respect to the acquisition of the land by a public authority, as referred to in section 3.15 of the Environmental Planning and Assessment Act 1979.

9 CONTRIBUTION PLANS

CONTRIBUTIONS PLANS

The following Contributions Plans have been adopted by Council:-

Local Roads and Traffic Infrastructure Section 94 Developer Contribution Plan 2015

Community Facilities and Open Space Infrastructure Section 94 Developer Contribution Plan 2014

Bushfire Services 2001

9A BIODIVERSITY CERTIFIED LAND

NOT BIODIVERSITY CERTIFIED LAND

The land is not biodiversity certified land, within the meaning of Part 7AA of the Threatened Species Conservation Act 1995.

10 BIODIVERSITY STEWARDSHIP SITES

BIODIVERSITY STEWARDSHIP SITES - NOT NOTIFIED

Council has not been notified by the Chief Executive of the Office of Environment and Heritage, that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016.

10A NATIVE VEGETATION CLEARING SET ASIDES

NATIVE VEGETATION CLEARING SET ASIDES - NOT NOTIFIED

Council has not been notified that a set aside area under section 60ZC of the Local Land Services Act 2013 applies to the land.

11 BUSH FIRE PRONE LAND

BUSH FIRE PRONE LAND - PART

Part of the land is bushfire prone land.

12 PROPERTY VEGETATION PLANS

PVP - NOT NOTIFIED

Council has not been notified that a Property Vegetation Plan (PVP) approved under Part 4 the Native Vegetation Act 2003 (and that continues in force) applies to the land.

13 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

TREES ORDER - NOT NOTIFIED

Council has not been notified of an order made under the Trees (Disputes Between Neighbours) Act 2006 to carry out work in relation to a tree on the land.

14 DIRECTIONS UNDER PART 3A

NO PART 3A DIRECTION

There is no direction by the Minister, in force under section 75P (2) (c1) of the EP & A Act 1979 Act, that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

15 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR SENIOR HOUSING

NO SENIORS HOUSING SITE COMPATIBILITY CERTIFICATE OR CONDITIONS IMPOSED

Council is not aware of any current site compatibility certificate (seniors housing), issued under State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 in respect of proposed development on the land, or any terms of a kind referred to in Clause 18(2) of the SEPP that have been imposed as a condition of consent to a relevant development application on the land.

16 SITE COMPATIBILITY CERTIFICATES FOR INFRASTRUCTURE

NO SITE COMPATIBILITY CERTIFICATE FOR INFRASTRUCTURE, SCHOOLS OR TAFE ESTABLISHMENTS

Council is not aware of any valid site compatibility certificate (infrastructure), or site compatibility certificate (schools or TAFE establishments) in respect of proposed development on the land.

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17 SITE COMPATIBILITY CERTIFICATES AND CONDITIONS FOR AFFORDABLE RENTAL HOUSING

NO AFFORDABLE RENTAL HOUSING SITE COMPATIBILITY CERTIFICATE OR CONDITIONS IMPOSED

Council is not aware of any current site compatibility certificate (affordable rental housing), issued in respect of proposed development on the land, or any terms of a kind referred to in Clauses 17(1) or 38(1) of State Environmental Planning Policy (Affordable Rental Housing) 2009 that have been imposed as a condition of consent to a relevant development application on the land.

18 PAPER SUBDIVISION INFORMATION

NO PAPER SUBDIVISION INFORMATION

Council is not aware of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. Council is not aware of any subdivision order that applies to the land.

19 SITE VERIFICATION CERTIFICATE

NO SITE VERIFICATION CERTIFICATE

Council is not aware of any current site verification certificate (regarding biophysical strategic agricultural land or critical industry cluster land) issued with respect to the land under Division 3 (Part 4AA) of State Environmental Planning Policy (Mining, Petroleum and Extractive Industries) 2007.

20 LOOSE-FILL ASBESTOS INSULATION

NO LOOSE-FILL ASBESTOS INSULATION REGISTER ADVICE

The land does not include any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that have been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation. Contact NSW Fair Trading for more information.

21 AFFECTED BUILDING NOTICES AND BUILDING RECTIFICATION ORDERS

NO AFFECTED BUILDING NOTICE OR BUILDING PRODUCT RECTIFICATION ORDER

Council is not aware of any Affected Building Notice (within the meaning of Part 4 of the Building Products (Safety) Act 2017, or any Building Product Rectification Order (within the meaning of the Building Products (Safety) Act 2017 that is in force in respect of the land.

MATTERS ARISING UNDER THE CONTAMINATED LAND MANAGEMENT ACT 1997

CONTAMINATED LAND MANAGEMENT ACT 1997 - PRESCRIBED MATTERS

Council has not received any advice that the land is:

- (a) is significantly contaminated land within the meaning of that Act,
- (b) subject to a management order within the meaning of that Act,
- (c) the subject of an approved voluntary management proposal within the meaning of that Act,
- (d) subject to an ongoing maintenance order within the meaning of that Act,
- (e) the subject of a site audit statement within the meaning of that Act.

INFORMATION PROVIDED IN ACCORDANCE WITH SECTION 149(5)

1 - OTHER INFORMATION RELATING TO WHETHER OR NOT DEVELOPMENT FOR THE PURPOSE OF A DWELLING-HOUSE MAY BE CARRIED OUT ON THE LAND

DWELLING-HOUSE PROHIBITED VIA LAND USE TABLE

The erection of a dwelling-house on the land in a zone applicable to this land is prohibited under the provisions of the Land Use Table contained within Part 2 of Bellingen Local Environmental Plan 2010.

DWELLING HOUSE NOT PERMISSIBLE VIA CLAUSE 4.2A

The erection of a dwelling-house on the land is not permissible under the provisions of Clause 4.2A of Bellingen Local Environmental Plan 2010.

2 - OTHER RELEVANT PROVISIONS FROM LEPs AND PROPOSED LEPs

3 - OTHER INFORMATION

CONTAMINATED LAND - NO INFORMATION

Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated.

FLORA AND FAUNA - THREATENED SPECIES

Bellingen Shire is within the North Coast bioregion, which contains the greatest biological diversity and the largest number of threatened species in NSW.

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Native plants and animals that are considered threatened (vulnerable or endangered) have special protection under legislation. Threatened species may occur in or utilise habitat across the Shire - including coastal lands, grasslands and forests, on private as well as publicly owned land. Before undertaking any activity or work you need to consider the likelihood of that activity or work adversely affecting protected or threatened species (including their habitat). Substantial penalties apply to the harming of threatened species without approval.

Council may have information regarding flora and fauna species known or expected to occur on this property. Further information is available from Council's Planning Services Section.

NOXIOUS PLANTS - INSPECTION RECOMMENDED

Please note that noxious plants may be growing upon the subject land and advice should be sought from Council's Invasive Plants Officer before proceeding with the purchase of the property. Council strongly recommends that a Noxious Plants Inspection Report be obtained for the property.

COUNCIL ROADS

Section 7 of the Roads Act 1993 nominates Bellingen Shire Council as the roads authority for all public roads within the Shire, other than any freeway or Crown Road and any public road for which some other public authority is the declared road authority.

WATER & SEWER SERVICES

Section 64 of the Local Government Act 1993 provides that where works of water, sewerage and drainage are required in connection with the development of land, these services will be provided without cost to Bellingen Council.

REGISTER OF APPROVALS/CONSENTS

The Local Government Act 1993 and Environmental Planning and Assessment Act 1979 require Council to maintain a register of approvals and development consents granted on the land and adjoining land. The register is available for public inspection, free of charge, at Council's offices during normal office hours.

RESPONSIBILITY FOR COMPLIANCE WITH CONSENTS AND APPROVALS

Where there is a development consent or other approval that relates to the property, any person interested in or making a decision about the property should acquaint themselves with the terms and conditions of that consent or approval as they may be outstanding or of an ongoing nature. Terms and conditions of a development consent or other approval are binding on the land while ever that consent or approval is operative. The responsibility for ensuring compliance with those terms and conditions lies jointly and severally with the owner of the land and any person acting upon the consent or approval, and this responsibility passes to subsequent owners upon transfer of the ownership of the property.

NOTICES - VARIOUS ACTS

There are no notices or orders under the:-

- Impounding Act 1993;
- Roads Act 1993;
- Companion Animals Act 1998;
- Swimming Pools Act 1992;
- Unhealthy Building Land Act 1990;
- Food Act 1989;
- Public Health Act 1991;
- Protection of the Environment Operations Act 1997;
- Rural Fires Act 1997;
- Environmental Planning and Assessment Act 1979; and/or
- Local Government Act 1993

outstanding on the land, other than those specifically identified.

ACCESS TO PLANNING DOCUMENTS

Council's key planning documents, as referred to elsewhere in this Certificate, are electronically accessible at the following locations. Council encourages prospective purchasers to familiarise themselves with these documents and to access documents electronically in preference to requesting paper copies from Council.

State Environmental Planning Policies (SEPP's) - Select "S" from list of "EPI's in force" to locate SEPP of interest.
<http://www.legislation.nsw.gov.au>

Bellingen Local Environmental Plan 2010 (including maps) - Select "B" from list of "EPI's in force" to locate BLEP.
<http://www.legislation.nsw.gov.au>

Bellingen Shire Development Control Plan 2017 (note: individual chapters are listed and can be accessed as required)
<http://www.bellingen.nsw.gov.au/planning.html>

Bellingen Shire Developer Contribution Plans
<http://www.bellingen.nsw.gov.au/planning.html>

ON SITE SEWAGE MANAGEMENT

If there is an On-site Sewage Management System (OSMS) on this land, when the property changes hands the new owner/s must

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make application to Council to operate the OSMS within 3 months of the date of purchase.

All fees/charges are to be paid before the release of an OSMS approval.

ESTUARY INUNDATION - CURRENT HAZARD

This land has been identified in estuary inundation mapping held by Council as having a current exposure to tidal inundation. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

ESTUARY INUNDATION - FUTURE HAZARD IF 0.4M SEA LEVEL RISE OCCURS

This land has been identified in estuary inundation mapping held by Council as having a future exposure to tidal inundation, should there be a 0.4m increase in mean sea level. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

ESTUARY INUNDATION - FUTURE HAZARD IF 0.7M SEA LEVEL RISE OCCURS

This land has been identified in estuary inundation mapping held by Council as having a future exposure to tidal inundation, should there be a 0.7m increase in mean sea level. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

ESTUARY INUNDATION - FUTURE HAZARD IF 0.9M SEA LEVEL RISE OCCURS

This land has been identified in estuary inundation mapping held by Council as having a future exposure to tidal inundation, should there be a 0.9m increase in mean sea level. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

ESTUARY INUNDATION - FUTURE HAZARD IF 1.4M SEA LEVEL RISE OCCURS

This land has been identified in estuary inundation mapping held by Council as having a future exposure to tidal inundation, should there be a 1.4m increase in mean sea level. The estuary inundation mapping is based upon the Bellingen Shire Estuary Inundation Mapping - Final Report (April 2015), which was adopted by Council at its meeting of 22 April 2015, and reflects information available at the time. The report can be viewed at the following location, or you could contact Council for more information.

<http://www.bellingen.nsw.gov.au/environment-waste/coast-rivers>

Please note that at this point in time, Council has not adopted a policy or planning instrument to manage the hazard or restrict development on the land as a result of the hazard.

INDIVIDUALLY LOTS 553 AND 583 DP 755557 DO NOT SATISFY ANY OF THE CRITERIA IN CLAUSE
4.2A OF BELLINGEN LOCAL ENVIRONMENTAL PLAN 2010.

HOWEVER, IF HELD IN THE ONE OWNERSHIP LOTS 553 AND 583 DP 755557 SATISFY CLAUSE
4.2A OF BELLINGEN LOCAL ENVIRONMENTAL PLAN 2010 THEREFORE A DWELLING-HOUSE IS
PERMISSIBLE UNDER THAT CLAUSE.

Bellingen Shire Council

Planning Certificate under Section 10.7(2) and 10.7(5)
of the Environmental Planning & Assessment Act 1979

Certificate No. : 2020/PC-00192

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For further information, please contact Council's
Customer and Business Services - Phone 02 6655 7300



for the General Manager

NOTICE TO PURCHASERS OF RURAL AND RESIDENTIAL LAND IN BELLINGEN SHIRE

At the meeting held on Tuesday 3 July 2001, Council adopted the following policy:

1. *Bellingen Shire Council supports the right of persons to carry out legitimate rural, agricultural and agricultural products processing uses and practices on land.*
2. *Bellingen Shire Council will not support any action to interfere with the legitimate rural, agricultural and agricultural products processing use of land.*
3. *Some activities carried out on rural land could cause nuisance in respect of noise, smell, odours, dust, spray emissions, smoke, vibration, blasting, etc.*
4. *Intending purchasers of rural land who consider they may have difficulty in living with the above practices being carried out on adjacent or nearby land, should seriously consider their position.*

The above policy indicates Council's support for the rights of rural landowners/ occupiers to undertake legitimate rural activities. However, it does not exempt any activity from the requirement to meet and/or comply with the provisions of relevant State and Commonwealth legislation.



BELLINGEN SHIRE COUNCIL

33-39 Hyde Street, Bellingen NSW

All communications to be addressed to the General Manager
P.O. BOX 117 BELLINGEN NSW 2454

ABN: 26 066 993 265
TELEPHONE: (02) 6655 7300
FAX: (02) 6655 2310
EMAIL: council@bellingen.nsw.gov.au
WEBSITE: www.bellingen.nsw.gov.au

Our Ref: 2010/AF-00071; L1305 & L1321
MH kilb
Contact: Matthew Hutchings
Phone: (02) 6655 7330
Your Ref: 04044

25 November 2015

Denis Atkinson Planning Pty Ltd
PO Box 247
BELLINGEN NSW 2454

Dear Mr Atkinson

Development Consent No. 2010/DA-060, Lots 553 & 583 DP 755557, 232 Urunga Island, RALEIGH NSW 2454

I refer to the abovementioned development application and your correspondence dated 12 November 2015 seeking confirmation of physical commencement from Council.

Section 95 of the *Environmental Planning and Assessment Act 1979* describes the circumstances in which development consent will lapse.

Development consent No. 2010/DA-060 was determined by Council on 1 December 2010 and lapses on 1 December 2015 unless building, engineering or construction work relating to the development is physically commenced on the land to which the consent applies before the lapsing date.

It is documented in the correspondence from Stephen Russell, Geomatics, dated 12 October 2015 under the *Spatial Information Act 2002*, that a survey was undertaken in October 2015 to "determine the level of Mean High Water and to establish a height gauge on the subject property." This survey was in response to the terms of condition 4 of the development consent:

A permanent mark and vertical gauge fixed by a Registered Surveyor is to be installed at an accessible location in the vicinity of the concrete boat ramp. The current Mean High Water Mark (MHWM) is to be recorded on the gauge and a Surveyor's certification of MHWM provided to Council to enable the level (AHD) to be recorded on Council's property system. This will be recorded by Council as the benchmark level for the site

[To accurately record potential sea level rise impacts to the foreshore and increases to tidal inundation of the island.]

In the case of *Development Brokerage Pty Ltd v Cessnock City Council* [2005] NSWCA 169, it was determined that the natural and ordinary meaning of the expression "engineering work" under section 95 of the *Environmental Planning and Assessment Act 1979* is capable of including physical survey work and investigation work.

Having regard to the matters above, the survey work undertaken by Stephen Russell is considered to be engineering work relating in a real sense to the approved development. This survey work was carried out on the subject land before the lapsing date of 1 December 2015 and was a necessary step in the development as required by a condition of consent.

In the context of building, engineering and construction works required to be undertaken under the consent, it is considered that the survey work satisfies the provisions of section 95 (4) of the *Environmental Planning and Assessment Act 1979*. Accordingly it is the opinion of Council that Development Consent No. 2010/DA-060 has been validated and will not lapse.

No comment is considered necessary concerning the geotechnical investigation undertaken by De Groot & Benson Pty Ltd under conditions 30 and 31 of the development consent, although you may refer to the case *Zaymill Pty Limited and Maksim Holdings Pty Limited v Ryde City Council* [2009] concerning engineering work and the taking away and testing of soil from a site.

If you have any questions about the content of this letter, you are welcome to contact the undersigned between 8.30am – 4.30pm Monday to Friday on (02) 6655 7330 or Customer & Business Services on (02) 6655 7300. You are requested in all correspondence to quote the above reference number (see "Our Ref;"), being Council's reference for this development.

Yours faithfully



Matthew Hutchings
SENIOR DEVELOPMENT PLANNER

title measure.

Council @ Sellyer nc gov a

Attention -

FILE NO. 2010/AF-071

Telephone: 0266 557 3330
Fax: 0266 552 310

Property: L1305; L1321,ks
Contact: Keiley Hunter

Office hours: 8:30 am - 4:30 pm
Monday to Friday



The General Manager
PO Box 117
Council Chambers
Hyde Street
Bellingen NSW 2454
www.bellingen.nsw.gov.au

ABN.: 26 066 993 265
e-mail council@bellingen.nsw.gov.au

NOTICE OF DETERMINATION

OF A DEVELOPMENT APPLICATION

(Environmental Planning and Assessment Act, 1979 Section 81(1)(a))

**TO: Denis Atkinson Planning Pty Ltd
PO Box 247
BELLINGEN NSW 2454**

Development Application No. 2010/DA-060

**Subject Land: Lot 553 & 583 DP 755557 No. Yellow Rock Road,
RALEIGH NSW 2454**

**Proposed Development: Riverbank re-profiling, revegetation works, dwelling
site & dwelling.**

DETERMINATION:

Pursuant to Section 80(1) of the Environmental Planning and Assessment Act, 1979 determination by Bellingen Shire Council of the development application is hereby made by:

Granting of consent subject to the conditions specified in this notice

INTEGRATED DEVELOPMENT CONSENT

(and incorporates General Terms of Approval for a Controlled Activity Approval pursuant to Section 91 under the Water Management Act 2000.issued by the NSW Office of Water)

(and incorporates Integrated Development Conditions by the NSW Office of Industry and Investment, Department of Primary Industries(pursuant to Sections 189-202 and 205 of the Fisheries Management Act)

Development Consent No. 2010/DA-060

This consent was determined on: 1 December 2010

Consent operates from: 1 December 2010

Consent lapses on: 1 December 2015

The conditions of consent are set out as follows and the reasons for imposition of the conditions are shown in brackets at the end of each condition:

CONDITIONS OF DEVELOPMENT CONSENT

PLANNING CONDITIONS

- 1) The development shall be carried out in accordance with the approved plans attached to this consent and as amended by the following conditions. The approved plans and other documents are endorsed with a Council stamp and authorised signature. A copy of this consent and approved plans are to be kept on site at all times while work is being undertaken.

PLANS

- 2010/AF-071/1 to 2010/AF-071/6 Inclusive
[To ensure the legality of the development]

- 2) A Vegetation Management Plan, including a weed management and eradication program, is to be submitted to and approved by the Director of Environmental Health and Planning prior to commencement of the dwelling. This plan is to include a landscape plan for the proposed new dwelling that will list all species to be used in the home garden area. Only non-invasive species are to be included in the landscape plan.
[To improve native vegetation on the island.]
- 3) The helicopter landing area is for emergency use only. Routine and / or regular access to the development by helicopter is not permitted.
[To reduce nuisance to nearby residents and stock.]
- 4) A permanent mark and vertical gauge fixed by a Registered Surveyor is to be installed at an accessible location in the vicinity of the concrete boat ramp. The current Mean High Water Mark (MHWM) is to be recorded on the gauge and a Surveyor's certification of MHWM provided to Council to enable the level (AHD) to be recorded on Council's property system. This will be recorded by Council as the benchmark level for the site.
[To accurately record potential sea level rise impacts to the foreshore and increases to tidal inundation of the island.]
- 5) This Consent authorises the construction and occupation of the new dwelling and associated infrastructure provided that the MHWM level measured at the gauge does not exceed 400 mm above the benchmark level established in 2010. If the level does exceed 400 mm above the benchmark level, the following actions must occur:
 - a) Residential use of the dwelling must cease; and the building demolished and/ or removed from the Island.
 - b) The onsite sewage management system must be pumped out and decommissioned.
[To provide for planned abandonment / relocation of the approved structures consistent with Section 4.7 of the NSW Coastal Planning Guideline – Adapting to Sea Level Rise prepared by NSW Department of Planning (August 2010). To confirm the scope of the subject Consent and to clearly set out site management

actions following possible sea level rise impacts to the coastal foreshore and tidal inundation.]

- 6) A Restriction - as - to - User is to be placed on the Land Title prior to occupation of the dwelling stating that use of the dwelling shall cease if the future MHWMM exceeds 400mm above the MHWMM established in 2010.
- 7) Contributions described in the following schedule are to be paid to Council. These contributions are current at the date of this consent and are based on the number of bedrooms (or potential bedrooms) greater than 3 in the dwelling.

The contributions payable will be adjusted in accordance with the relevant plan and the amount payable will be calculated on the basis of the contribution rates that are applicable at the time of payment. Payment is to be made **prior to issue of a Construction Certificate**.

Schedule of contributions authorised under s.94 of the Environmental Planning and Assessment Act (1979) as are listed below.

Contribution Plan	Unit Type	Contribution Base Rate	Unit Rate	Contribution Levied	Contribution Base Rate Applicable until
Community Facilities and Open Space 2008	Increase in Occupancy	\$690.85	2.4 x	\$1,658.00	30 June 2011
Local Roads and Traffic Infrastructure 2009	Increase in Occupancy Catchment No: 17	\$163.47	2.4 x	\$392.40	30 June 2011

NOTE: The Contribution Base Rate is adjusted at 1st July each year according to the previous Quarter Consumer Price Index (CPI) for Sydney All Groups. Prior to 1st July 2007 the Base Rate had been adjusted daily.

The rate is determined under Council's Section 94 Plans which are available for inspection at Council's Administration Centre, Hyde Street, Bellingen during normal office hours.

[Contribution towards provision of services and facilities - Section 94 of the Environmental Planning & Assessment Act, 1979]

- 8) A financial contribution must be lodged with Council towards development and administration of Council's S94 Contribution Plans in accordance with the 'S94 Contribution Plan: Project Administration', at the rate of payment applicable at the time of payment, currently 6% of the contributions payable for this development, prior to the issue of the *Construction Certificate* - ie **\$2,050.40 x 6% = \$123.00** total for 2010/2011.

The amount payable on any specified day can be obtained from Council's Customer Service Officers within Council's Planning Department.

The rate is determined under Council's Project Administration Contributions Plan. The plan is available for inspection at Council's Administration Centre, Hyde Street, Bellingen during normal office hours.

[Contribution towards provision of services and facilities - Section 94 of the Environmental Planning & Assessment Act, 1979]

- 9) The Construction Certificate will not be issued over any part of the site requiring a Controlled Activity Approval (NSW Office of Water) until a copy of the Approval has been provided to Council.
[To ensure compliance with the General Terms of Approval for works requiring a Controlled Activity Approval under *the Water Management Act 2000*.]
- 10) The northernmost 'alternative temporary landing site during construction' as indicated on drawing SK6 is the most appropriate due to its proximity to the work site and morphology of the bank reducing the need for excavation works. This landing site is to be used throughout the works.
[This use of this site and the adjacent sandy foreshore will generate less turbidity within the adjacent waterway avoiding impacts on key fish habitats.]
- 11) The proposed floating sediment skirt shall be designed to be of sufficient depth to reach the floor of the river (watercourse) to prevent escape of sediment to the watercourse proper.
[To mitigate sedimentation impacts during bank stabilisation works.]
- 12) **Prior to any work** being carried out in regard to the re-profiling of the river bank and the filling of the dwelling site a **Construction Certificate must be obtained**.
[To ensure the legality of the development]
- 13) In the event of flooding, evacuation must take place prior to the advent of a "medium flood" as described in *Urunga Island Riverbank Restoration and Dwelling – Engineering Issues* report prepared by deGroot and Benson, January 2010. A detailed evacuation plan including identification of suitable triggers for departure from the island must be submitted prior to the issue of a Construction Certificate.
[To obviate a demand on emergency services]
- 14) A short term licence for the revetment works and proposed boat ramp works must be granted by the Land & Property Management Authority (LPMA) prior to the commencement of works. Evidence of same is to be submitted with the Construction Certificate application.
[To ensure compliance with LPMA requirements.]
- 15) Suitable long term tenure must be applied for from the LPMA for structure(s) on Crown Land. Evidence of this application is to be submitted with the Construction Certificate application.
[To ensure compliance with LPMA requirements.]
- 16) Lots 553 and 583 DP755557 are to be consolidated into one allotment. The plan of consolidation must be registered prior to the issuing of an Occupation Certificate.
[In the public interest to rationalise land tenure.]
- 17) Signs bearing the following text must be prominently displayed at all landing ramps to the site and at 100 m intervals along the eastern bank of the island from the bank revegetation area to the southern sand spit:
“Urunga Island is home to rare and endangered ground-nesting birds. Dogs and Cats are prohibited on the island.”

[To protect native (threatened) species.]

- 18) A Restrictive Covenant (s88B Conveyancing Act 1919) is to be created over the subject land (and noted on the Subdivision Plan of consolidation) prohibiting dogs and cats from the subject land. The Restrictive Covenant must include provisions for the maintenance of signage by the land owner. A draft Restrictive Covenant is to be submitted to and approved by the Director of Environment Health and Planning prior to the commencement of any construction work.

[To protect native (threatened) species in perpetuity.]

- 19) All building works must be carried out in accordance with the provisions of the Building Code of Australia.

[To ensure the work is carried out to an acceptable standard and in accordance with the State's Building Code]

- 20) The proposed wastewater system must incorporate a secondary treatment system with near surface (subsurface drip) irrigation in accordance with AS/NZS 1547:2000 and the requirements of DCP 2010. Plans / details of the wastewater system are to be submitted with the Construction Certificate and must include:

- a) Disinfection of the wastewater prior to subsurface application (use of disinfection to be included in viral die-off calculations);
- b) Water and nutrient balance calculations to 'size' the land application area. Calculations to also be included to demonstrate that the viral die-off distance is less than the approximately 40m available to the nearest waterway;
- c) Calculations to include permeability values for the compacted fill rather than insitu soils;
- d) Confirmation that effluent will be applied outside the zone of influence of structures.

[To protect the adjacent waterway and potential high water table within the immediate area.]

- 21) The Owner is to seek an "Approval to Operate an OSMS" from Council and comply with all Conditions contained within such Approval.

[To protect the adjacent waterway and potential high water table within the immediate area.]

- 22) The area between the proposed dwelling and the mangrove swamp to the west, in addition to 20m to the north, east and south of the dwelling, should be managed as an APZ. The proposed APZ is to be managed in accordance with the principles contained in Appendix A of the report prepared by Holiday Coast Bushfire Solutions P/L for this development. No bushfire hazard vegetation is to be permitted to regenerate within 100m of the dwelling.

[To reduce bushfire hazard]

- 23) The following protective measures are to be incorporated into the construction of the dwelling:

- In relation to sub-floor areas, a framed floor where the underside of any bearer at any point is greater than 600mm above finished ground level.

- In relation to external wall cladding, where the external leaf or cladding is of a combustible material it is not to be located less than 400mm above finished ground level.
- In relation to windows, all openable windows, including louvers, shall be screened with aluminium mesh with a maximum aperture size of 1.8mm in such a way that the entire opening remains screened when the window is open.
- In relation to external screen doors, doors shall be fitted with self-closing devices and tight fitting screens of aluminium mesh with a maximum aperture size of 1.8mm.
- Any French, bi-fold, or stack doors are to comply with the provisions (excluding radiant heat) contained in the NSW Rural Fire Service document "Practice Note 3/06 (release 2) – French and Bi-fold Doors".

[To reduce bushfire hazard]

- 24) A dedicated firefighting water supply, of 20,000 litres is to be provided. A suitable connection is to be provided from the tank to a petrol/diesel powered firefighting pump of at least 5HP. The pump is to be provided with sufficient firefighting hose to reach all perimeters of the proposed dwelling. Gate or Ball valve and pipes are adequate for water flow and are metal rather than plastic. Above ground tanks are manufactured of concrete or metal and raised tanks have their stands constructed of non-combustible materials. Plastic tanks are not used. All above ground water pipes external to the building are metal including and up to any taps.

[To reduce bushfire hazard]

- 25) Where the electricity supply for the dwelling will be provided on-site (such as via solar generation), the electricity supply lines from the panels (and other equipment as required) to the dwelling will be via underground cables. Any above ground transmission lines are to be insulated and located within a non-combustible conduit.

[To reduce bushfire hazard]

- 26) Bottled gas is installed and maintained in accordance with AS1596 and the requirements of relevant authorities. All above ground gas service pipes external to the building are metal. Safety valves must vent away from the dwelling and any flammable materials.

[To reduce bushfire hazard]

- 27) Any LPG cylinders shall be located on the side of the building away from the hazard, or be protected by a non-combustible radiant heat shield, Safety valves must vent away from the dwelling and any flammable materials. Any radiant heat shield must be designed so as not to provide a trap for leaking gas, and venting pipes, safety or bleed valves should be piped or vented beyond the radiant heat shield so that venting flames are projected away from the building.

[To reduce bushfire hazard]

- 28) Work processes and treatments are to be conducted in accordance with the Acid Sulphate Soils Mitigation Strategy (*Urunga Island Riverbank Restoration and Dwelling – Engineering Issues* report prepared by deGroot and Benson, January 2010, page 11). In addition to this strategy, no soil dumps are to be created without suitable treatment of the soil and creation of inclement weather protection methods.

[To ensure the safe handling of actual and potential acid sulphate soils.]

- 29) A Council Approved Response Protocol for Acid Sulfate Soils is to be submitted to and approved by the Director of Environmental Health and Planning. The triggers to apply the Protocol will be rainfall of either 40 mm in two hours and / or 100mm with 24 hours. Arrangements regarding soil and earthworks during inclement weather and flooding are to be in place with Council prior to work commencement.
[To ensure the safe handling of actual and potential acid sulphate soils.]
- 30) All fill for the dwelling to be placed and compacted as level 1 fill in accordance with AS3798-2007.
[To minimise future settlement and help protect against scour during flood events]
- 31) The structural design detail for the dwelling footings and support bracing is to be certified as adequate for the likely flood and debris loadings by a qualified and practicing Structural Engineer, prior to the release of the Construction Certificate.
[To ensure that the dwelling is designed to resist the likely flood loadings associated with flood events]
- 32) The fill pad, stream bank restoration, access and boat ramp shall be located and constructed generally in accordance with the deGroote and Benson Engineering Issues Report, 2010.
[The likely impacts of the development in respect of environmental issues, asset maintenance and safe access]

GENERAL TERMS OF APPROVAL

General Terms of Approval for works requiring a Controlled Activity Approval as advised by the NSW Office of Water pursuant to the Water Management Act 2000.

- 33) These General Terms of Approval (GTA) only apply to the controlled activities described in the plans and associated documentation relating to 2010/DA060 and provided by Council:
Site plan, map and/or surveys
Any amendments or modifications to the proposed controlled activities may render these GTA invalid. If the proposed controlled activities are amended or modified the NSW Office of Water must be notified to determine if any variations to these GTA will be required.
- 34) Prior to the commencement of any controlled activity (works) on waterfront land, the consent holder must obtain a Controlled Activity Approval (CAA) under the Water Management Act from the NSW Office of Water. Waterfront land for the purposes of this DA is land and material in or within 40 metres of the top of the bank or shore of the estuary identified.
- 35) The consent holder must prepare or commission the preparation of:
- a. Vegetation Management Plan
 - b. Structural Design and Specifications
 - c. Works Schedule
 - d. Erosion and Sediment Control Plan
- 36) All plans must be prepared by a suitably qualified person and submitted to the NSW Office of Water for approval prior to any controlled activity commencing. The

following plans must be prepared in accordance with the NSW Office of Water guidelines located at www.dwe.nsw.gov.au/water_trade/rights_controlled.shtml

- (i) Vegetation Management Plans
 - (ii) Riparian Corridors
 - (iii) In-stream works
- 37) The consent holder must (i) carry out any controlled activity in accordance with approved plans and (ii) construct and/or implement any controlled activity by or under the direct supervision of a suitably qualified professional and (iii) when required, provide a certificate of completion to the NSW Office of Water.
- 38) The consent holder must carry out a maintenance period of two (2) years after practical completion of all controlled activities, rehabilitation and vegetation management in accordance with a plan approved by the NSW Office of Water.
- 39) The consent holder must reinstate waterfront land affected by the carrying out of any controlled activity in accordance with a plan or design approved by the NSW Office of Water.
- 40) The consent holder must use a suitably qualified person to monitor the progress, completion, performance of works, rehabilitation and maintenance and report to the NSW Office of Water as required.
- 41) The consent holder must design and construct all ramps, stairs access ways, cycle paths, pedestrian paths or other non-vehicular form of access way so that they do not result in erosion, obstruction of flow, destabilisation, or damage to the bed or banks of the estuary or waterfront land, other than in accordance with a plan approved by the NSW Office of Water.
- 42) The consent holder must not locate ramps, stairs, access ways, cycle paths, pedestrian paths or any other non-vehicular form of access way in a riparian corridor other than in accordance with a plan approved by the NSW Office of Water.
- 43) The consent holder must ensure that no materials or cleared vegetation that may (i) obstruct flow, (ii) wash into the water body, or (iii) cause damage to river banks; are left on waterfront land other than in accordance with a plan approved by the NSW Office of Water.
- 44) The consent holder must establish all erosion and sediment control works and water diversion structures in accordance with a plan approved by the NSW Office of Water. These works and structures must be inspected and maintained throughout the working period and must not be removed until the site has been fully stabilised.
- 45) The consent holder must ensure that no excavation is undertaken on waterfront land other than in accordance with a plan approved by the NSW Office of Water.
- 46) The consent holder must ensure that any excavation does not result in (i) diversion of any estuary (ii) bed or bank instability or (iii) damage to native vegetation within the area where a controlled activity has been authorised, other than in accordance with a plan approved by the NSW Office of Water.

- 47) The consent holder must clearly mark (with stakes using a GPS or peg out survey), protect and maintain a riparian corridor with a width of 22 metres measured horizontally landward from the Mean High Water Level of the estuary for the length of the site directly affected by the controlled activity in accordance with a plan approved by the NSW Office of Water.
- 48) The consent holder must establish a riparian corridor along Back Creek and the Bellinger River in accordance with a plan approved by the NSW Office of Water.
- 49) Any rehabilitation activities identified in the Vegetation Management Plan (VMP) prepared in accordance with Condition 3 (of these GTA) must meet the requirements to the extent that those requirements relate to the carrying out of any rehabilitation activities.
 - c) The consent holder must not disturb the rehabilitation activities required by an approved VMP in accordance with Condition 29 (Condition 3 of GTA) approved VMP.

GENERAL TERMS OF APPROVAL

General Terms of Approval as advised by Industry & Investment NSW pursuant to the *Fisheries Management Act 1994*.

- 50) In the absence of a licence for a controlled activity under the Water Management Act 2000 or an approval from the Land and Property Management Authority, dredge and reclamation works can only be commenced under the authority of a permit under s198-202 of the Fisheries Management Act 1994.
- 51) Environmental safeguards (silt curtains, booms etc) are to be utilised during works to batter back the northern bank of Yellow Rock Islet to ensure there is no escape of turbid plumes into the aquatic environment. Erosion and sediment controls must be in place prior to commencing, during and after works.
- 52) Sand, gravel, silt, topsoil or other materials must not be stockpiled within 50 metres of the water unless surrounded by sediment control measures.
- 53) A permit under s205 of the Fisheries Management Act 1994 for harm to marine vegetation (seagrass, mangroves, kelp) must be obtained prior to the commencement of works that harm marine vegetation, including the proposed actions to transplant mangroves.

ADVISORY NOTE – NSW OFFICE OF WATER

As the works are above the Mean High Water Mark, consideration should be given to replacing the grey mangrove (*Avicennia Marina*) with either milky mangrove (*Exoecaria agallocha*) or large leaf mangrove (*Bruguiera gymnorrhiza*). It is considered that the grey mangrove generally grows in the fringing or intertidal zone and may not be appropriate when planted above MHWM.

PENALTIES

Failure to comply with conditions of development consent may lead to an on the spot fine being issued pursuant to section 127A of the Environmental Planning & Assessment Act 1979 or prosecution pursuant to section 125 of the *Environmental Planning & Assessment Act 1979*.

CONSTRUCTION CERTIFICATE

A Construction Certificate must be obtained prior to the commencement of any works proceeding. This may be obtained from Council or any other Accredited Certifier.

Building works cannot commence until Council has been notified of the appointment of the Principal Certifying Authority and Council has been given two days notice of the commencement of the work.

CERTIFICATE OF OCCUPATION

A Certificate of Occupation under the provisions of Part 4A Clause 109N of the Environmental Planning and Assessment Act 1979 must be obtained prior to the commencement of the use.

LAPSING OF CONSENT

To ascertain the extent to which the consent is liable to lapse refer to Section 95 of the Environmental Planning and Assessment Act, 1979.

Section 95 of the Environmental Planning and Assessment Act generally provides that development consent shall lapse after five (5) years from the date of consent, unless building work, engineering or construction work relating to this development is commenced on the land.

RIGHT OF APPEAL

If you are dissatisfied with this decision section 97 of the Environmental Planning and Assessment Act 1979 gives you the right to appeal to the Land and Environment Court within 12 months after the date on which you receive this notice. *section 97 of the Environmental Planning and Assessment Act 1979 does not apply to the determination of a development application for State significant development or local designated development that has been the subject of a Commission of Inquiry.

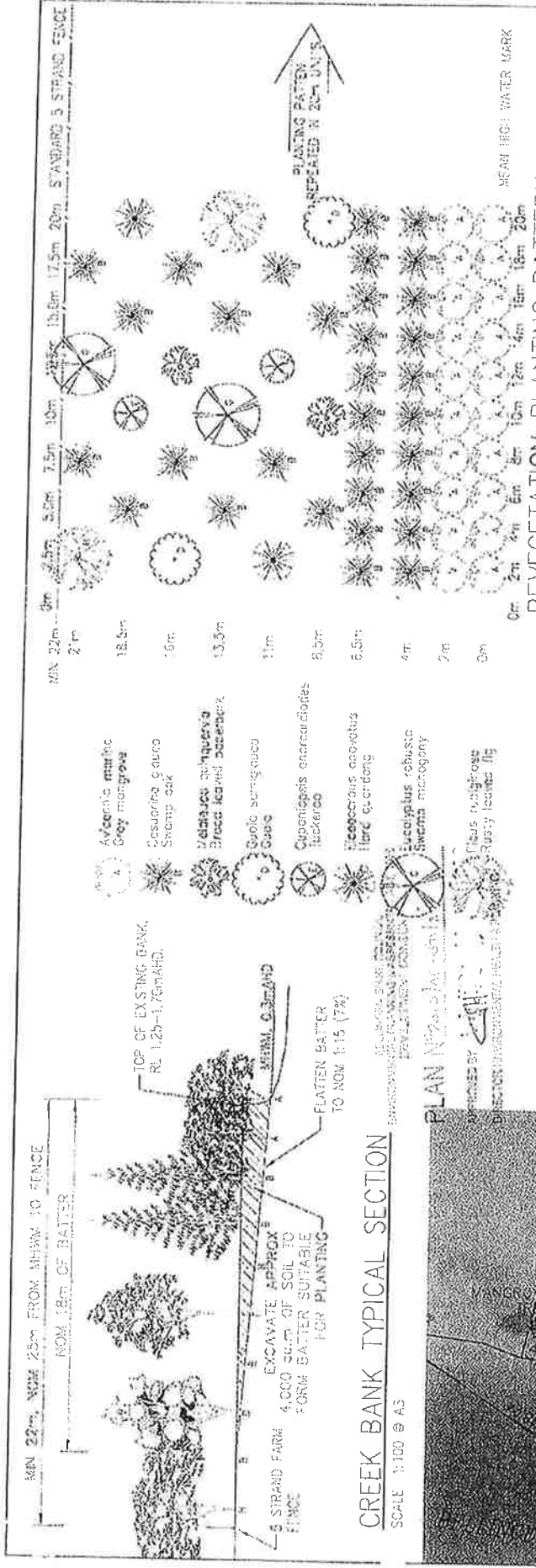
ARE YOU DISSATISFIED WITH CONDITIONS OF CONSENT

If you are unhappy with conditions of consent, discuss your concerns with the officer who dealt with your application. You may submit an application to Council to modify the consent under Section 96 of the Environmental Planning & Assessment Act, 1979.

You will need to provide reasons why the conditions should be changed or deleted. You may lodge a Section 96 application at any time after the notice of determination. If you are not happy with Council's decision on your request for modification, then you may appeal to the Land & Environment Court within 12 months of the date of the determination of your original application.

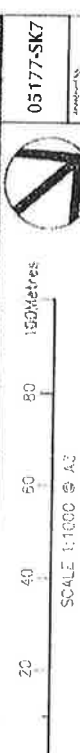
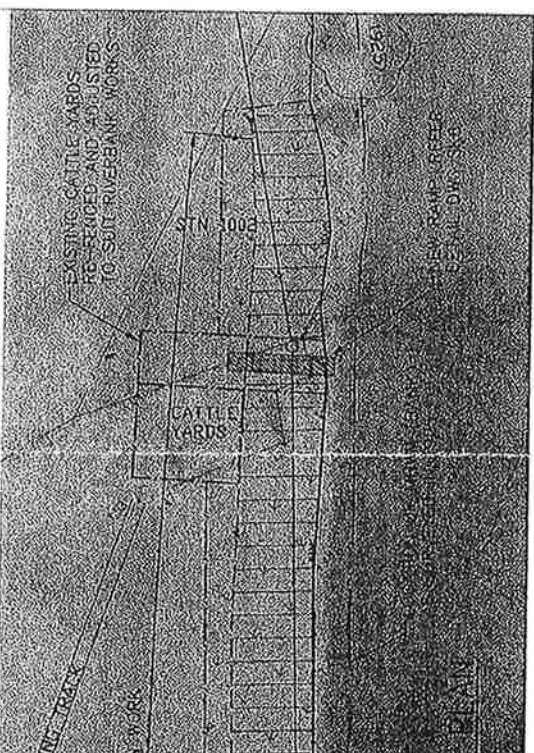
For and on behalf of
Bellingen Shire Council


Charlie Hannavy
DIRECTOR
ENVIRONMENTAL
HEALTH & PLANNING.



REVEGETATION PLANTING PATTERN

SCALE 1:100 @ A1

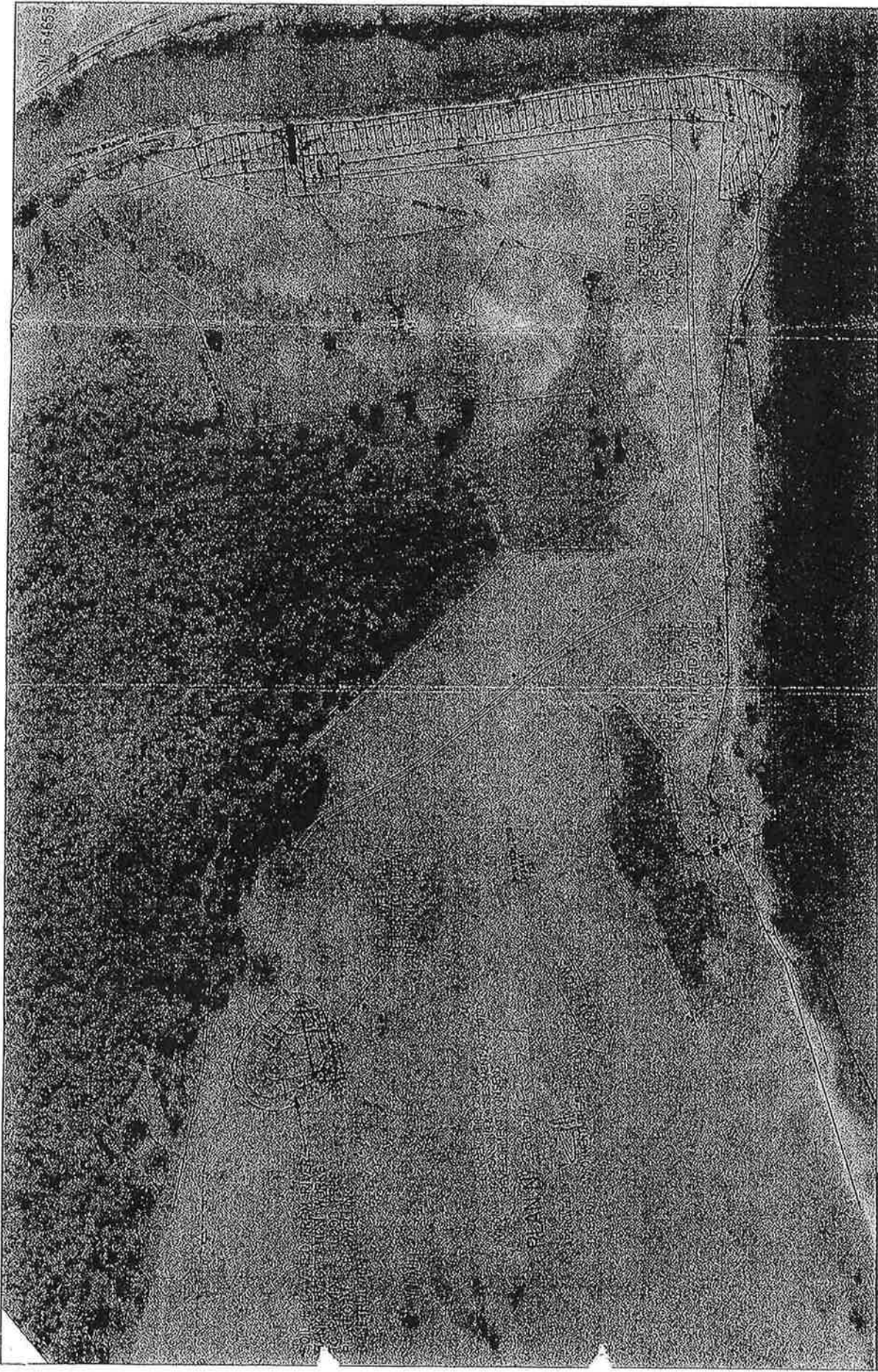


URUNGA ISLAND
RIVER BANK REVEGETATION DETAILS

de Crool & de Crool Pty Ltd
Environmental Planning and Land Management Consultants
PO Box 267 Babbagan NSW 2434
Phone (08) 9553 3161
Fax (08) 9553 3162
Email: info@decrool.com.au

Dennis Anderson Planning Pty Ltd
Environmental Planning and Land Management Consultants
PO Box 267 Babbagan NSW 2434
Phone (08) 9553 3161
Fax (08) 9553 3162
Email: info@denisanderson.com.au

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NSW 51653

05177-5K6
 0000014 B



**URUNGA ISLAND
 RIVER BANK REVEGETATION WORKS**

de Groot & Benson Pty Ltd
 Consulting & Project
 100/102 Macquarie Street
 Sydney NSW 2000
 Ph: (02) 9250 1000
 Fax: (02) 9250 1001
 Email: dg@degroutandbenson.com.au

Denis Aikinson Planning Pty Ltd
 Environmental Planning and Land
 Management Consultant
 PO Box 247 Belconnen NSW 2604
 Ph/Fax: (02) 6953 2101
 Email: daikinson@dppl.com.au

- FILL PLATFORM, APPROX 4800 sq.m OF FILL FROM RIVER BANK REVEGETATION WORK SHAPED TO PROVIDE FLOOD SAFE SITE FOR DWELLING WITH:
- AVE EXISTING GROUND LEVEL 1.60 mAHD;
 - 1:100yr FLOOD LEVEL 3.10 mAHD;
 - G.F.P.L 3.60 mAHD;
 - DWELLING FLOOR LEVEL 3.90 mAHD;
 - PMF & EMERGENCY HELICOPTER LANDING SITE 5.00 mAHD.

100-YR FLOOD EXTENTS, APPROX 1750 sq.m ABOVE 100-YR FLOOD LEVEL.

NEW DWELLING OF LIGHTWEIGHT CONSTRUCTION BUILT PARTLY OVER FILL BATTER. DWELLING COMPRISES:

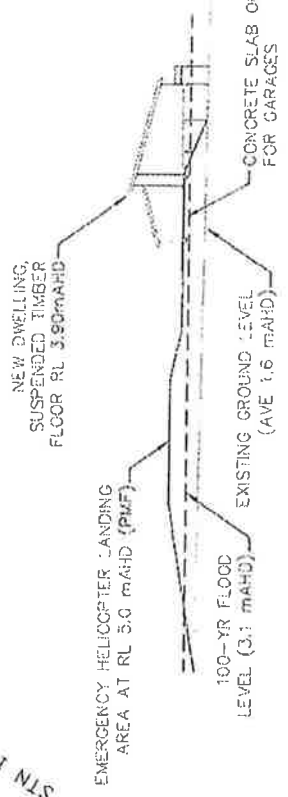
- CLAD FRAMED;
- CONCRETE SLABS TO GARAGES ONLY AND SUSPENDED TIMBER FLOOR ELSEWHERE;
- ½ COLOURBOND ROOF.

STN 1003

GENTLE 1:6 BATTERS AROUND DWELLING, STEEPER BATTERS UNDER DWELLING.

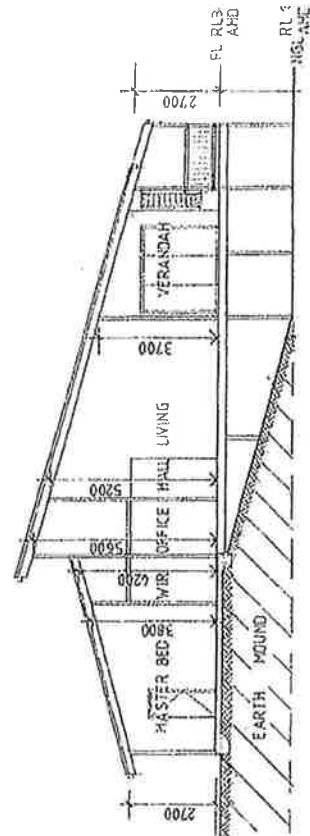
SEPTIC TANK AND FOUR 25 LITRE TOILET WORK BY LIN-ADDITION. SEEP ABSORPTION TRENCHES LOCATED AS HIGH-UP THE FILLED BATTER AS GRAVITY FLUMING WILL ALLOW. **DA CONSULT AND ITWAVE**

EMERGENCY FLOOD REFUGE AND HELICOPTER LANDING SITE AT PMF LEVEL (RL 5.0 mAHD). DIAMETER 14m AND 14m MIN FROM DWELLING TO SUIT SAFE LANDING OF MBB/KAWASAKI BK 117 HELICOPTER (D=14m) AS USED BY WESTPAC LIFE SAVER RESCUE SERVICE.



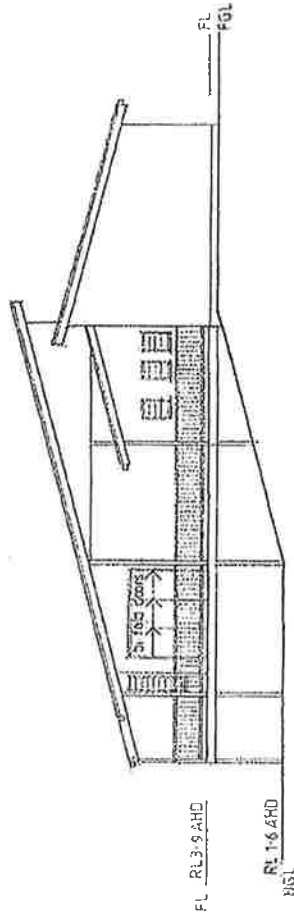
SECTION 1
SCALE 1:500 @ A3

	05177-SK8	23.12.09
	Scale 1:500 @ A3	Scale 1:500 @ A3
URUNGA ISLAND DWELLING SITE		
	de Groot & Benson Pty Ltd Consulting Engineers & Planners	Denis Atkinson Planning Pty Ltd Environmental Planning and Land Management Consultants P.O. Box 247 Bellbird NSW 2624 Email: denis@denisatkinson.com.au
REV B SEPTIC TANK & TRENCHES ADDED		

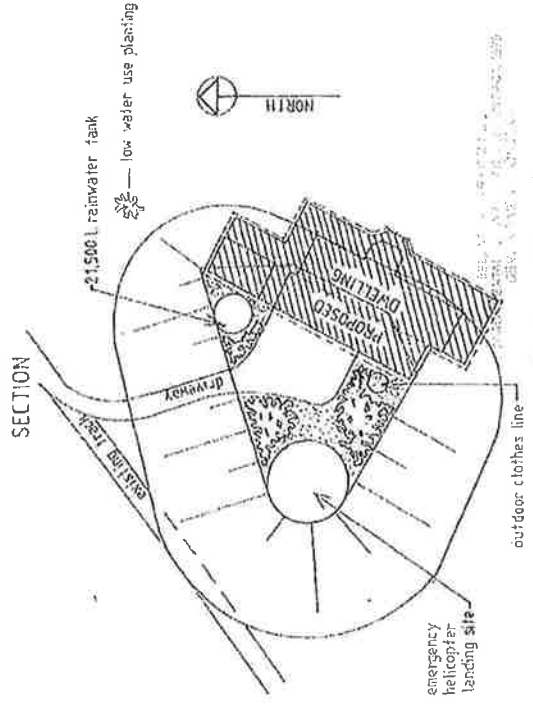


SOUTH ELEVATION

colorbond customorb sheet roofing — colour : wilderness
 blueboard fibre cement sheet cladding — painted colorbond colour : surfalist
 vertical barrier system stainless steel wires @ 80mm centres (marine grade 316)



NORTH ELEVATION

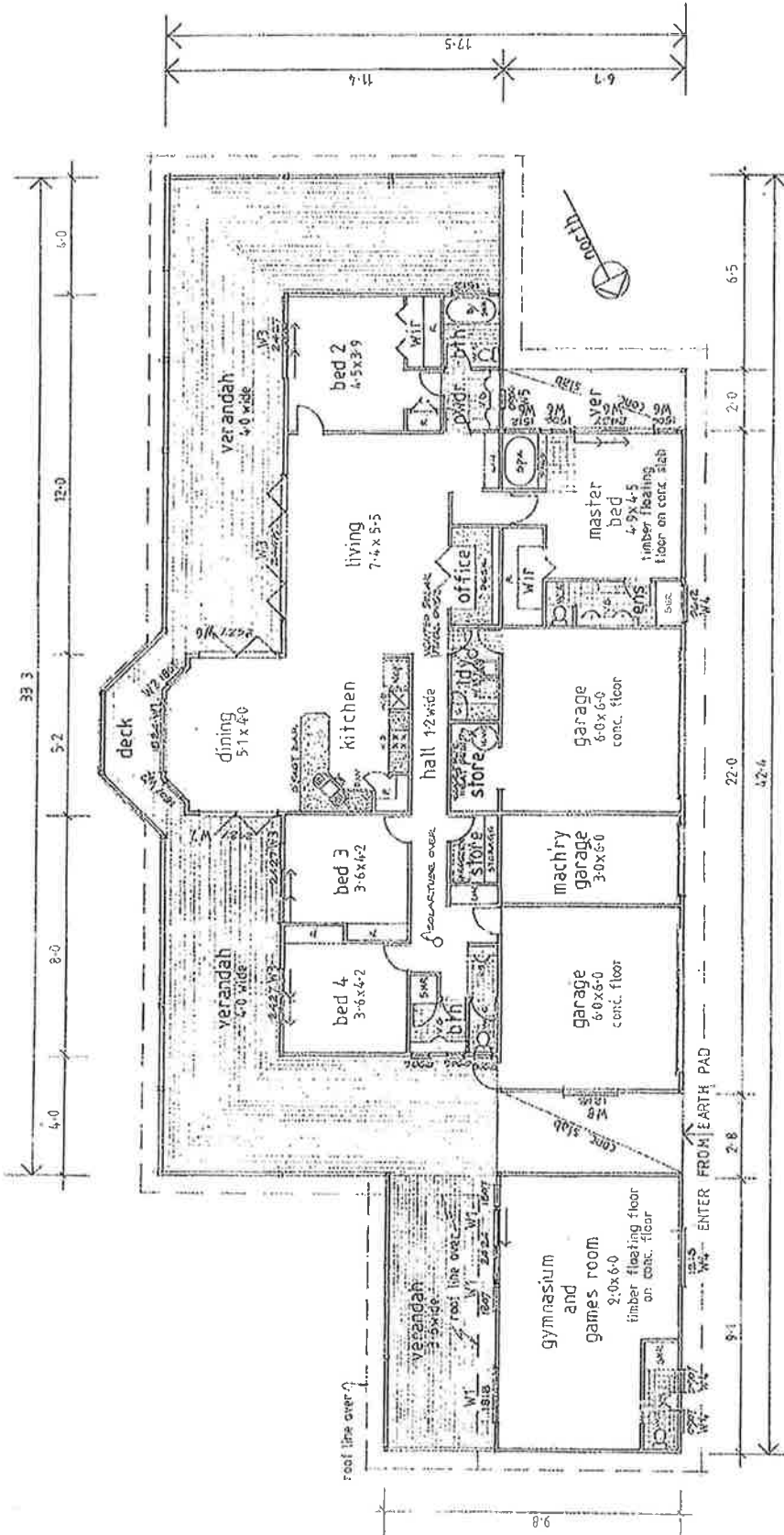


PLAN No. 2009/1/1000/1/0
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

PROPOSED DWELLING
 AT URUNGA ISLAND
 FOR MR. C. SHEPARD

SCALE	1:100 ; 1:500
DATE	OCTOBER 2009
SHEET No	3
No OF SHEETS	3

DRAWN BY: Emil Sikora
 Bellinghen
 Building
 Designs
 TEL: 66550433



FLOOR PLAN Total Floor Area 642 m² (incl. verandahs)

PLAN No 2008/AT-001/A
 APPROVED BY: [Signature]
 DIRECTOR (ARCHITECTURE) DEPARTMENT OF PLANNING

PROPOSED DWELLING
 AT URUNGA ISLAND
 FOR MR C. SHEPARD

SCALE 1:100
 DATE OCTOBER 2009
 SHEET NO 1
 NO OF SHEETS 3

DRAWN BY Emil Sikora
 Bellingen
 Building
 Designs
 TEL 665550433