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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:		
vendor's agent	Bukvic Estate Agency	Mobile: Ref: Suzie Bukvic - 0414 463 777		
co-agent	let.			
vendor	Morris Property Investments Pty Ltd (ACN 665 985 580)			
vendor's solicitor	Selvaggio Lawyers "Norwest Central" Suite 709, 12 Century Circuit, Norwest NSW 2153 PO Box 7243, Norwest BC NSW 1755	Phone: 9899 9677 Email: law@selvaggiolawyers.com.au Ref: RS:AJ:210468		
date for completion land (address, plan details and title reference)	In accordance with Special Condition 42 (clause 15) Proposed Lot xxx/89 Bay Road, Blue Bay, New South Wales 2261 in the subdivision of 28/3/11935 Subdivision of Current Registered Plan: Lot 28 of Section 3 in Deposited Plan 11935			
	☑ VACANT POSSESSION ☐ subject to existing	tenancies		
improvements	 ☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Duplex 			
attached copies	 ☐ documents in the List of Documents as marked or as numbered: ☐ other documents: 			
A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.				
inclusions		floor coverings □ range hood		
		ct screens		
	☐ built-in wardrobes ☐ dishwasher ☐ light	_		
	_ :	equipment TV antenna		
	☑ other: See Annexed List of Schedule of Finishes	s and Inclusions		
exclusions				
purchaser				
purchaser's solicitor				
price		or sure the enter state of		
deposit	(10	% of the price, unless otherwise stated)		
balance				
contract date	(if not	stated, the date this contract was made)		
Where there is more than one purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares, specify:				
GST AMOUNT (optional) The price includes GST of: \$ puyer's agent				

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

SIGNING PAGE

VENDOR		PURCHASER	
Signed by		Signed by	
Vendor		Purchaser	
Vendor		Purchaser	
VENDOR (COMPANY)		BUDOLLA GER (COMPANY)	
VENDOR (COMPANY)		PURCHASER (COMPANY	
Signed by Morris Property Investments Pty Ltd in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		Signed by in accordance with s127(1) of the authorised person(s) whose sign	e Corporations Act 2001 by the ature(s) appear(s) below:
Signature of authorised person	Signature of authorised person	Signature of authorised person	Signature of authorised person
Bradly Luke Morris Name of authorised person	Name of authorised person	Name of authorised person	Name of authorised person
<u>Director</u> Office held	Office held	Office held	Office held

Choices

Vendor agrees to accept a deposit-bond	⊠ NO □ yes			
Nominated Electronic Lodgment Network (ELN) (clause	se 4) PEXA			
Manual transaction (clause 30)	⊠ NO □ yes			
	(if yes, vendor must provide further details, including any applicable exemption, in the space below):			
	this is correct as far as each <i>party</i> is aware)			
Land tax is adjustable	□ NO☑ yes□ NO☑ yes in full□ yes to an extent			
GST: Taxable supply Margin scheme will be used in making the taxable supply				
This sale is not a taxable supply because (one or more o	•			
$\hfill\Box$ not made in the course or furtherance of an ente	rprise that the vendor carries on (section 9-5(b))			
\square by a vendor who is neither registered nor require				
☐ GST-free because the sale is the supply of a goi				
 ☐ GS1-free because the sale is subdivided farm as ☐ input taxed because the sale is of eligible resident 	nd or farm land supplied for farming under Subdivision 38-O			
Input taxed because the sale is of eligible residen	mai promises (seediene to se, to re(=, site res r,			
Purchaser must make an GSTRW payment	☐ NO ☑ yes (if yes, vendor must provide			
(GST residential withholding payment)	details) If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.			
Frequently the supplier will be the vendor. However, entity is liable for GST, for example, if the supplier in a GST joint venture.	ntial withholding payment) – details er, sometimes further information will be required as to which is a partnership, a trust, part of a GST group or a participant			
Supplier's name: Morris Property Investments Pty	Ltd			
Supplier's ABN: 16 665 985 580				
Supplier's GST branch number (if applicable):				
Supplier's business address:				
Supplier's representative: Luke Bradly Morris				
Supplier's contact phone number: 0421 978 738				
Supplier's proportion of GSTRW payment: Nil				
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): 7% of purchase price				
Amount must be paid: 🗵 AT COMPLETION 🗆 at another time (specify):				
Is any of the consideration not expressed as an amount in money? \square NO \square yes				
If "yes", the GST inclusive market value of the nor	-monetary consideration: \$			
Other details (including those required by regulation or the ATO forms):				

List of Documents

General		Strata or community title (clause 23 of the contract)
⋈ 1 ⋈ 2 ⋈ 3 ⋈ 4 □ 5 ⋈ 6 □ 7 ⋈ 8 ⋈ 9 ⋈ 10 □ 11 □ 12 □ 13 □ 14 □ 15 □ 16 □ 17 □ 18 □ 19 □ 20 □ 21	property certificate for the land plan of the land unregistered plan of the land plan of land to be subdivided document that is to be lodged with a relevant plan section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 additional information included in that certificate under section 10.7(5) sewerage infrastructure location diagram (service location diagram) sewer lines location diagram (sewerage service diagram) document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract planning agreement section 88G certificate (positive covenant) survey report building information certificate or building certificate given under legislation occupation certificate lease (with every relevant memorandum or variation) other document relevant to tenancies licence benefiting the land old system document Crown purchase statement of account building management statement	Strata or community title (clause 23 of the contract) □ 33 property certificate for strata common property □ 34 plan creating strata common property □ 35 strata by-laws □ 36 strata development contract or statement □ 37 strata management statement □ 38 strata renewal proposal □ 39 strata renewal plan □ 40 leasehold strata - lease of lot and common property □ 41 property certificate for neighbourhood property □ 42 plan creating neighbourhood property □ 43 neighbourhood development contract □ 44 neighbourhood management statement □ 45 property certificate for precinct property □ 46 plan creating precinct property □ 47 precinct development contract □ 48 precinct management statement □ 49 property certificate for community property □ 50 plan creating community property □ 51 community development contract □ 52 community management statement □ 53 document disclosing a change of by-laws □ 54 document disclosing a change in a development or management contract or statement □ 55 document disclosing a change in boundaries □ 56 information certificate under Strata Schemes Management Act 2015 □ 57 information certificate under Community Land Management Act 2021 □ 58 disclosure statement - off the plan contract
□ 11 □ 12 □ 13 □ 14 □ 15 □ 16 □ 17 □ 18 □ 19 □ 20 □ 21 □ 22 □ 23	document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract planning agreement section 88G certificate (positive covenant) survey report building information certificate or building certificate given under legislation occupation certificate lease (with every relevant memorandum or variation) other document relevant to tenancies licence benefiting the land old system document Crown purchase statement of account building management statement form of requisitions clearance certificate	 □ 46 plan creating precinct property □ 47 precinct development contract □ 48 precinct management statement □ 49 property certificate for community property □ 50 plan creating community property □ 51 community development contract □ 52 community management statement □ 53 document disclosing a change of by-laws □ 54 document disclosing a change in a development or management contract or statement □ 55 document disclosing a change in boundaries □ 56 information certificate under Strata Schemes Management Act 2015 □ 57 information certificate under Community Land Management Act 2021 ☑ 58 disclosure statement - off the plan contract □ 59 other document relevant to the off the plan contract Other
	land tax certificate Building Act 1989	☑ 60 Architectural Plans
 ≥ 25 □ 26 □ 27 Swim □ 28 □ 29 □ 30 □ 31 	insurance certificate brochure or warning evidence of alternative indemnity cover ming Pools Act 1992 certificate of compliance evidence of registration relevant occupation certificate certificate of non-compliance detailed reasons of non-compliance	

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

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING-LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group NSW Department of Education

Australian Taxation Office NSW Fair Trading

Council Owner of adjoining land

County Council Privacy

Department of Planning and Environment
Department of Primary Industries
Public Works Advisory
Subsidence Advisory NSW

Electricity and gas Telecommunications
Land and Housing Corporation Transport for NSW

Local Land Services Water, sewerage or drainage authority

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

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

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

Definitions (a term in italics is a defined term)

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

adjustment date the earlier of the giving of possession to the purchaser or completion; adjustment figures details of the adjustments to be made to the price under clause 14;

authorised Subscriber a Subscriber (not being a party's solicitor) named in a notice served by a party as

being authorised for the purposes of clause 20.6.8;

bank the Reserve Bank of Australia or an authorised deposit-taking institution which is a

bank, a building society or a credit union;

business day any day except a bank or public holiday throughout NSW or a Saturday or Sunday;

cheque a cheque that is not postdated or stale:

clearance certificate a certificate within the meaning of s14-220 of Schedule 1 to the TA Act, that covers

one or more days falling within the period from and including the contract date to

completion:

completion time the time of day at which completion is to occur;

conveyancing rules the rules made under s12E of the Real Property Act 1900; deposit-bond

a deposit bond or guarantee with each of the following approved by the vendor -

the issuer:

the expiry date (if any); and

the amount:

vendor's agent (or if no vendor's agent is named in this contract, the vendor's depositholder

solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);

discharging mortgagee any discharging mortgagee, chargee, covenant chargee or caveator whose

provision of a Digitally Signed discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the property to

be transferred to the purchaser;

document of title document relevant to the title or the passing of title;

ECNL the Electronic Conveyancing National Law (NSW);

electronic document a dealing as defined in the Real Property Act 1900 which may be created and

Digitally Signed in an Electronic Workspace;

electronic transaction a Conveyancing Transaction to be conducted for the parties by their legal

representatives as Subscribers using an ELN and in accordance with the ECNL

and the participation rules;

electronic transfer a transfer of land under the Real Property Act 1900 for the property to be prepared

and Digitally Signed in the Electronic Workspace established for the purposes of

the parties' Conveyancing Transaction;

FRCGW percentage the percentage mentioned in s14-200(3)(a) of Schedule 1 to the TA Act (12.5% as

at 1 July 2017);

FRCGW remittance a remittance which the purchaser must make under s14-200 of Schedule 1 to the

TA Act, being the lesser of the FRCGW percentage of the price (inclusive of GST, if

any) and the amount specified in a variation served by a party;

GST Act A New Tax System (Goods and Services Tax) Act 1999;

GST rate the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition

- General) Act 1999 (10% as at 1 July 2000);

GSTRW payment a payment which the purchaser must make under s14-250 of Schedule 1 to the TA

Act (the price multiplied by the GSTRW rate);

GSTRW rate the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the TA Act (as at

1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not); any mortgagee who is to provide finance to the purchaser on the security of the

incoming mortgagee

property and to enable the purchaser to pay the whole or part of the price;

legislation an Act or a by-law, ordinance, regulation or rule made under an Act;

manual transaction a Conveyancing Transaction in which a dealing forming part of the Lodgment Case

at or following completion cannot be Digitally Signed;

normally subject to any other provision of this contract; participation rules the participation rules as determined by the ECNL;

each of the vendor and the purchaser; party

property the land, the improvements, all fixtures and the inclusions, but not the exclusions; planning agreement a valid voluntary agreement within the meaning of s7.4 of the Environmental

Planning and Assessment Act 1979 entered into in relation to the property;

populate to complete data fields in the Electronic Workspace; requisition an objection, question or requisition (but the term does not include a claim);

rescind rescind this contract from the beginning;
serve serve in writing on the other party;

settlement cheque an unendorsed cheque made payable to the person to be paid and -

• issued by a bank and drawn on itself; or

• if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;

solicitor in relation to a party, the party's solicitor or licensed conveyancer named in this

contract or in a notice served by the party;

TA Act Taxation Administration Act 1953; terminate this contract for breach;

title data the details of the title to the property made available to the Electronic Workspace by

the Land Registry;

variation a variation made under s14-235 of Schedule 1 to the *TA Act*; within in relation to a period, at any time before or during the period; and

work order a valid direction, notice or order that requires work to be done or money to be spent

on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by -
 - 2.4.1 giving cash (up to \$2,000) to the depositholder;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can terminate if -
 - 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a cheque for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.

This right to terminate is lost as soon as the deposit is paid in full.

- 2.6 If the vendor accepts a deposit-bond for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a deposit-bond for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each party tells the depositholder that the deposit is to be invested, the depositholder is to invest the deposit (at the risk of the party who becomes entitled to it) with a bank, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the parties equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

- 3.7 If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
- The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original deposit-bond -
 - 3.9.1 on completion; or
 - 3.9.2 if this contract is rescinded.
- 3.10 If this contract is terminated by the vendor -
 - 3.10.1 normally, the vendor can immediately demand payment from the issuer of the deposit-bond; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser
 - 3.11.1 normally, the vendor must give the purchaser any original deposit-bond; or
 - 3.11.2 if the vendor serves prior to termination a notice disputing the purchaser's right to terminate, the vendor must forward any original deposit-bond (or its proceeds if called up) to the depositholder as stakeholder.

4 Electronic transaction

- 4.1 This Conveyancing Transaction is to be conducted as an electronic transaction unless -
 - 4.1.1 the contract says this transaction is a manual transaction, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a manual transaction, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,

and in both cases clause 30 applies.

- 4.2 If, because of clause 4.1.2, this Conveyancing Transaction is to be conducted as a manual transaction
 - 4.2.1 each party must -
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and

- 4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the electronic transaction
 - 4.3.1 in accordance with the participation rules and the ECNL; and
 - 4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the ELNO and the Land Registry.
- 4.5 Normally, the vendor must within 7 days of the contract date create and populate an Electronic Workspace with title data and the date for completion, and invite the purchaser to the Electronic Workspace.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the Conveyancing Transaction and the steps taken under clauses 4.5 or 4.6
 - 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and populate an electronic transfer;
 - 4.7.3 invite any discharging mortgagee or incoming mortgagee to join the Electronic Workspace; and
 - 4.7.4 populate the Electronic Workspace with a nominated completion time.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that -
 - 4.11.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
 - 4.11.2 all certifications required by the ECNL are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

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

5 Requisitions

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

6 Error or misdescription

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

7 Claims by purchaser

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

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

8 Vendor's rights and obligations

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

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

9 Purchaser's default

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

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

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or requisition or rescind or terminate in respect of
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 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
 - anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot rescind or terminate only because of a defect in title to or quality of the inclusions.
- 10.3 Normally, the purchaser cannot make a claim or requisition or rescind or terminate or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

12 Certificates and inspections

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

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for -
 - 12.2.1 any certificate that can be given in respect of the property under legislation; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

- 13 Goods and services tax (GST)
- 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
 - 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;
 - the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 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
 - 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
 - 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
 - the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 Normally, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

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

15 Date for completion

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

16 Completion

Vendor

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

Purchaser

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

17 Possession

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

18 Possession before completion

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

19 Rescission of contract

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

20 Miscellaneous

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

- 20.14 The details and information provided in this contract (for example, on pages 1 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to -
 - 20.16.1 any party signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party*'s intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

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

Adjustments and liability for expenses

- 23.5 The parties must adjust under clause 14.1 -
 - 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract -
 - 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
 - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of
 - 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
 - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6: or
 - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if -
 - 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
 - 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
 - a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

Notices, certificates and inspections

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• Meetings of the owners corporation

- 23.17 If a general meeting of the owners corporation is convened before completion -
 - 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
 - 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
 - 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 earnt by the fund that has been applied for any other purpose;
 and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
 - 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
 - 24.4.3 the vendor must give to the purchaser
 - at least 2 business days before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
 - 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
 - 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

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

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

27 Consent to transfer

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

28 Unregistered plan

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

29 Conditional contract

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

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

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

Transfer

- 30.2 Normally, the purchaser must serve the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must serve it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

Place for completion

- 30.6 Normally, the parties must complete at the completion address, which is -
 - 30.6.1 if a special completion address is stated in this contract that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place that place; or
 - 30.6.3 in any other case the vendor's solicitor's address stated in this contract.
- The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

• Payments on completion

- On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or settlement cheque.
- 30.10 Normally, the vendor can direct the purchaser to produce a settlement cheque on completion to pay an amount adjustable under this contract and if so
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 30.11 If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque.
- 30.12 If the purchaser must make a GSTRW payment the purchaser must -
 - 30.12.1 produce on completion a settlement cheque for the GSTRW payment payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the settlement cheque to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the GSTRW payment and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an FRCGW remittance, the purchaser must -
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the settlement cheque to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the FRCGW remittance.

31 Foreign Resident Capital Gains Withholding

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

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



33 Amendment of 2022 Edition Contract for Sale of Land

The printed provisions of the 2022 Edition Contract for Sale of Land are amended as follows:

- (a) Clause 7.1.1; The words "5% of the price" are deleted and replaced with "One dollar (\$1.00)"
- (b) Clause 7.1.3 is replaced with:

"the Purchaser does not serve notice waiving the claims within 7 days after that service; and"

- (c) Clause 7.2.1 is amended to 5%
- (d) Clause 7.2.2 is deleted.
- (e) Clause 7.2.5 is deleted.
- (f) Clause 10.1, line 1 is replaced with:

"The Purchaser cannot make a claim or requisition, delay completion, rescind or terminate in respect of-"

- (g) Clause 13.5 is deleted in its entirety.
- (h) Clause 13.10 is replaced with:

"The Purchaser acknowledges pursuant to an amendment to Division 75 of the GST Legislation, assented to on 21 December 2000 the Vendor has no obligation to provide a Tax Invoice to the Purchaser."

- (i) Clause 14.4.2 is deleted.
- (j) Clauses 23-29 (inclusive) are deleted.

34 Interpretation

34.1 The following words have these meanings in this Contract unless the contrary intention appears.

Action means making an objection, requisition or claim for compensation exercising any right to rescind or terminate this Contract or seeking to delay Completion.

Bank Guarantee means an unconditional bank guarantee or deposit guarantee bond provided by a bank or a bond issuer in a form and with a financial institution approved by the Vendor for an amount being not less than 10% of the price of the Property containing an unconditional undertaking to pay the Vendor on demand with an expiry date being not less than three (3) months after the Sunset Date.

Buildings means the 2 Duplexes that are built on the Land by the Vendor.

Completion means completion of the sale and purchase of the Property and payment of the balance of the Price and any other amount payable by the Purchaser to the Vendor in accordance with the

terms of this Contract and "complete" or "completes" have corresponding meanings. The Completion date is set out in clause 42.

Contract means the standard 2022 Edition Contract for Sale of Land together with these special conditions and all annexures, schedules and attachments to this Contract.

Council means Central Coast Council.

Defects Liability Period means a period of 13 weeks from the date of Completion.

Development means the registration of the Plan creating the Lots and the construction of the double story attached dwellings (Duplex) including the Property on the Lot.

Development Consent means all necessary development consents (as defined in the *Environmental Planning and Assessment Act 1979*) consenting to the subdivision of the Land by the Draft Plan and the construction of the Buildings.

Draft Plan means the draft plan of subdivision in Annexure D.

Draft Building Plan means the draft Architectural Plans in Annexure E.

Floor Plan means the draft Architectural Plans in Annexure E showing the proposed layout of the Property.

Home Building Act means the Home Building Act 1989.

Home Building Regulation means the *Home Building Regulation* 2014.

Instrument means any Instrument to be registered pursuant to s88B of the *Conveyancing Act 1919* with the Plan.

Land means current parent Lot 28 of Section 3 in Deposited Plan 11935

Lot means proposed Lots 1 and 2 in the subdivision of the Land by the Vendor in accordance with this Contract.

LRS means the NSW Land Registry Services

Occupation Certificate means an original or copy of an Occupation Certificate within the meaning of the EPA Act (being an interim Occupation Certificate or a final Occupation Certificate) in relation to the Building.

Property means the proposed Lot to be purchased as shown on page 1 of the Contract. For the avoidance of doubt the Property being purchased by the Purchaser pursuant to this Contract is Lot in the subdivision of the Land by the Vendor in accordance with this Contract.

Plan means the plan that is registered at the LRS by the Vendor in accordance with this Contract.

Relevant Authority means any government, semi or local government, statutory, public or other authority having jurisdiction over the Property.

Service Providers includes Council, any Relevant Authority or public authority or any company in the business of supplying services.

Standard Requisitions means the Requisitions on Title as attached in Annexure C.

Sunset Date means the date of

Vendor's Project Manager means the project manager appointed by the Vendor from time to time and can also be the Vendor.

- 34.2 In this contract unless the contrary intention appears:
 - (a) a reference to this contract or another instrument includes any variation or replacement of any of them;
 - (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
 - (c) the singular includes the plural and vice versa;
 - (d) words implying a gender imply any gender;
 - (e) words implying a natural person imply a firm, a body corporate, an unincorporated association or an authority;
 - a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by novation) and assigns;
 - (g) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
 - (h) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
 - (i) if a period of time is specified to start from a certain day or the day of an act or event, the period is to be calculated exclusive of that day;
 - (j) a reference to a day is a reference to a period of time commencing at midnight and ending 24 hours later;
 - (k) a reference to time is a reference to eastern standard time; and
 - (i) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually.
 - (m) Deleted.
- 34.3 Where there is any inconsistency between the printed Contract and these Special Conditions, these Special Conditions prevail.
- 34.4 Headings are inserted for convenience and do not affect the interpretation of this Contract.

Representations, warranties, acknowledgements and indemnities by Purchaser

- 35.1 Deleted
- The Purchaser represents and warrants that the Purchaser will not take any Action in relation to any development application by the Vendor for the Development, or do anything or omit to do anything which may obstruct, delay or prevent the Vendor completing the Development, or undertaking selling and leasing activities in the Development.
- 35.3 The Purchaser represents and warrants that in entering into this Contract the Purchaser:
 - has not relied on any representations or warranties made or any conduct engaged in by the Vendor or any person on behalf of the Vendor about the subject matter of this Contract except as provided in this Contract;
 - (b) has not relied on any representations or warranties made, or conduct engaged in, as to the fitness or suitability for any particular purpose or otherwise of the Property or the Development or any part of the Property or the Development or as to any financial return or income to be derived from the Property;
 - (c) has relied entirely on its own enquiries relating to and inspection of the Property;
 - (d) was not induced to enter into this Contract by any warranty, or representation;
 - (e) has sought independent legal advice on and has satisfied itself as to the obligations and rights of the Purchaser under this Contract;
 - (f) has, where applicable, obtained the approval of all relevant governmental or semi-governmental instrumentalities (including the Foreign Investment Review Board) to enable the Purchaser to complete this Contract; and
 - (g) has not been introduced to the Vendor nor to the Property by any real estate agent other than the agent listed on this Contract and the Purchaser indemnifies and will keep indemnified the Vendor from and against any claim for commission which may be made by an agent consequent upon a breach of this warranty by the Purchaser.
- The Purchaser acknowledges that the Vendor has entered into this Contract on the basis that the representations and warranties contained in clauses 35.2 and 35.3 are true and not misleading.
- The Purchaser indemnifies the Vendor against any liability or loss arising from, and any costs, charges and expenses incurred in connection with:
 - (a) any breach of the Purchaser's representations and warranties in clauses 35.2 and 35.3; and

(b) all actions, proceedings and expenses arising out of any such breach including, without limitation, legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

36 Deleted.

37 Conditions precedent to completion

- 37.1 Completion is subject to and conditional on:
 - (a) the Vendor obtaining the registration of the Plan at the LRS to create the lots including the Property by the Sunset Date (or Extended Sunset Date if so extended pursuant to special condition 38).
 - (b) The Vendor constructing the Building and procuring the issue of an Occupation Certificate in relation to the Building.
- 37.2 If the condition precedent contained in clause 37.1 is not satisfied by the Sunset Date (or Extended Sunset Date if so extended pursuant to special condition 38) then following the expiry of the Sunset Date (or Extended Sunset Date as the case may be):
 - (a) The Purchaser may rescind this Contract by written notice to the Vendors solicitor; and
 - (b) The Vendor will need to comply with the provisions in s66ZS(3) Conveyancing Act 1919 (NSW) to rescind this off the plan Contract.

38 Extension of Sunset Date

- The Vendor may (at any time and as often as necessary) extend the date referred to in the definition of Sunset Date by up to six (6) months by giving the Purchaser a copy of a certificate from the Vendor's Project Manager stating that the registration of the Plan has been delayed was delayed because of:
 - (a) damage by fire, explosion, war, civic commotion or act of God;
 - (b) disputes with neighbours;
 - (c) delay by an Authority in giving any necessary approval;
 - (d) weather conditions that prevent work under normal construction practices;
 - industrial dispute including strikes or lock outs affecting the progress of the construction of the Buildings or the manufacture or supply of materials for such construction;
 - (f) any extension provided to the builder under the Vendors building contract;
 - (g) any delays of or incidental to funding in connection with construction of the Buildings;
 - (h) delays by authorities;

- (i) any delay not occasioned by the Vendor;
- (j) compliance with any changed or unforeseen requirement, condition or order of any authority;
- (j) any other matter, cause or thing of whatsoever nature beyond the reasonable control of the Vendor; or
- (k) any combination of these.
- In that event, the date referred to in the definition of Sunset Date is extended by the period of the delay stated in the certificate (**Extended Sunset Date**). The Vendor's Project Manager in issuing such a certificate is acting as an expert and not as an arbitrator and the certificate shall be conclusive and binding on the parties.

39 Home Building Act

The Vendor has provided the required documents as attached at Annexure D.

40 **GST**

- 40.1 The parties agree:
 - (a) to use the Margin Scheme in relation to this sale:
 - (b) the purchase price on page 1 of this contract includes GST calculated using the Margin Scheme;
 - (c) printed condition 13.5 is deleted; and
 - (d) printed condition 13.10 is deleted.
- 40.2 This clause does not merge on completion.

41 Alterations to Plan

- The Vendor may make such alterations or additions to the Plan which the Vendor considers necessary or desirable or which are required by any Authority.
- 41.2 The Purchaser must not take any Action in respect of:
 - (a) any minor variation to the area of the Property;
 - (b) any variation, alteration or amendment which may be required by the Vendor or any Authority to the number, dimensions, area or position of any of the lots other than the Property;

between those shown on the draft Plan and those shown on the Plan registered at the LRS.

- For the purposes of this Contract "minor variation" includes in its meaning a variation to the area of the Property shall be a variation which diminishes the area by less than or equal to 5%.
- The Purchaser must not take any Action in relation to any lot in the Plan other than the Property.

- If there is a variation between the Property shown on the draft Plan and the Property shown on the Plan as registered at the LRS, which is not a minor variation and which is a major variation and the Purchaser has been served with a notice of changes in accordance with s66ZN Conveyancing Act 1919 (NSW) the Purchaser has the rights afforded in accordance with s66ZO & S66ZP Conveyancing Act 1919 (NSW). The Purchaser has 14 days from the date of the Vendor providing notification of the variation or registration of the Plan (whichever is the earlier) to rescind this contract by notice in writing to the Vendor, in which event clause 19 shall apply and otherwise the Purchaser must not take any other Action.
- 41.6 The right of rescission conferred by clause 41.5 must be exercised by the Purchaser within the 14 day period referred to in clause 41.5 and in this regard time is of the essence of this contract.
- 41.7 If the right of rescission conferred by clause 41.5 is not exercised by the Purchaser within the 14 day period referred to in clause 41.5 then that right of rescission will lapse and this contract shall remain binding in all respects as though the right of rescission had not been included and for the purposes of this contract any variation referred to in clause 41.5 shall be deemed to be a minor variation and the Purchaser must not take any action against the Vendor in consideration of any such variation.

42 Completion

- 42.1 Completion shall occur on the <u>later</u> of:
 - (a) 42 days from the date of this Contract;
 - (b) Twenty one (21) days after the date the Vendors solicitor notifies the Purchasers solicitor in writing of the registration of the Plan and has provided a copy of the registered Plan and any other document that was registered with the Plan.
 - (c) Fourteen (14) days after the Vendor has served on the Purchasers an Occupation Certificate referred to in clause 34.1
- 42.2 The Purchaser acknowledges that:
 - (a) Service of the Occupation Certificate is conclusive evidence that the condition precedent in clause 37.1(b) has been satisfied.
 - (b) written notification from the Vendor or Vendor's solicitor of registration of the Plan is conclusive evidence that the conditions precedent in clauses 37.1(a) has been satisfied; and
 - (c) the Purchaser may not take any Action in relation to any notice served pursuant to clauses 42.1(b).

43 Notice to Complete

43.1 If Completion does not occur on or before the day determined in accordance with clause 42 as a result of the breach of or default by a party, then the other party may:

- (a) at any time serve a notice requiring Completion of this Contract on a specified date (being not less than 14 days (Notice Period) after the date of service of that notice); and
- (b) make time of the essence for compliance with that notice.
- 43.2 The parties agree that the Notice Period is sufficient.

44 Interest

- 44.1 If Completion does not occur on or before the completion date specified in clause 42, the Purchaser must pay to the Vendor, on Completion, interest calculated daily at the rate of 8% per annum on the balance of Price payable under this Contract in respect of the period ("Interest Period") commencing on the day following the completion date determined in accordance with clause 42 and ending on the date of actual Completion.
- The Purchaser may not require the Vendor to complete this Contract unless interest payable under this Contract is paid to the Vendor on Completion. It is an essential term of this Contract that the interest is paid.
- 44.3 Payments in accordance with this clause 44 is an essential term of the Contract and the Purchaser shall not be entitled to require the Vendor to complete this Contract unless such payment is made. The parties agree that such payment is a genuine pre-estimate of the loss and expense incurred by the Vendor as a result of the Purchaser's failure to complete on the Completion Date.
 - 44.4 Clause 44 does not apply in respect of any part of the Interest Period during which Completion has been delayed due to the fault of the Vendor.
- 44.5 In addition to 44.1 if Completion is not effected on the Completion Date due to any reason other than the default of the Vendor then the Purchaser shall on completion pay to the Vendor the sum of \$550.00 plus GST to cover the legal costs incurred by the Vendor as a consequence of the delay.

45 Payment of deposit and Bank Guarantee

- Subject to clauses 45.2 and 45.3, the delivery to the Vendor or the Vendor's solicitor of the Bank Guarantee when the deposit is to be paid, to the extent of the amount guaranteed under the Bank Guarantee, is deemed for the purposes of this contract to be payment of the deposit (or part) in accordance with the provisions of clause 2 of the contract.
- The Purchaser must pay the amount stipulated in the Bank Guarantee to the Vendor by unendorsed bank cheque on Completion or at such other time when the deposit is to be accounted for to the Vendor. Upon this taking place the Vendor must return the Bank Guarantee to the Purchaser.

- If the Vendor serves on the Purchaser a notice in writing claiming to forfeit the deposit then to the extent that the amount has not already been paid for by the provider of the Bank Guarantee from the Bank Guarantee, the Purchaser must immediately pay to the Vendor the deposit (or so much of it as has not been paid).
- At any time that the Vendor would otherwise have been entitled to keep or recover the deposit under this contract, the Vendor may call upon the Bank Guarantee without notice to the Purchaser.
- If the Vendor exercises its right to extend the Sunset Date pursuant to clause 38, the Purchaser must not later than 30 business days prior to the expiry of the Sunset Date provide a replacement Bank Guarantee on the same terms and conditions as the original Bank Guarantee except that the replacement Bank Guarantee must be for a further period of not less than 12 months from the expiry date of the original Bank Guarantee or such other date as is nominated by the Vendor. The failure to provide a Bank Guarantee or a replacement Bank Guarantee in accordance with this clause is the breach of an essential term entitling the Vendor to terminate this Contract.
- Where the Purchaser fails to provide a replacement Bank Guarantee as required under clause 45.5, without in any way affecting the Vendors rights, the Vendor may in its absolute discretion and without notice to the Purchaser call upon the Bank Guarantee and either:
 - (a) apply such funds in compliance with clause 9; or
 - (b) hold such funds in satisfaction for payment of the Deposit and confirm this contract.

46 FIRB Warranty

- The Purchaser warrants that the provisions of the *Foreign Acquisitions* and *Takeovers Act* 1975 (Cth) do not apply to the Purchaser or to this purchase.
- In the event of breach of this warranty, the Purchaser will indemnify the Vendor against any penalties, fines, legal costs, claims, loss or damage suffered thereby.
- 46.3 This clause 46 does not merge upon Completion

47 No Caveat by Purchaser

- The Purchaser must not lodge a caveat for recording on the Land or the folio of the register for the Property.
- The Purchaser irrevocably appoints the Vendor as its attorney to execute a form of Withdrawal of Caveat where the Purchaser in breach of clause 47.1 has lodged a caveat for recording on the Land or register of the Property.

48 Requisitions on Title

The Purchaser agrees to only raise Standard Requisitions.

49 Adjustments

- If, at the date of Completion, separate assessments for Council, water and sewerage rates have not been issued for the Property for the rating period current at that date, then adjustments of those rates are to be made in accordance with clause 14 on the basis that they have been paid by the Vendor and that:
 - (a) council rates for the year are \$1,200.00 per annum; and
 - (b) water and sewerage rates per quarter are \$400.00 per quarter.
- The Purchaser and Vendor agree that the amounts specified in clause 49.1 represent a fair and reasonable assessment of outgoings for the Property on which to adjust at the date of Completion.
- The Vendor undertakes to pay the Council and water and sewerage rates for the period current at the date of Completion when the Vendor receives each assessment.
- 49.4 If an adjustment is made in accordance with clause 49.1, no regard must be had to any actual assessment subsequently issued in respect of the Property.
- 49.5 On Completion irrespective of whether or not an assessment of land tax on the Property has issued the Purchaser must adjust deemed amount of \$1,200.00 for land tax or if the Property is assessed for land tax, the amount of that assessment.

50 Death, Incapacity, Bankruptcy and Insolvency

- 50.1 If the Purchaser:
 - (a) dies; or
 - is so intellectually, physically or psychologically disabled as to be, in the reasonable opinion of the Vendor, unable to complete this Contract on time; or
 - (c) is declared bankrupt or enters into any scheme or arrangement with its creditors.

then the Vendor may rescind by giving notice in writing to the Purchaser's solicitor.

- 50.2 If the Purchaser is a body corporate and:
 - (a) an application is made to a court for an order or an order is made that it be wound up; or
 - (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of it, or one of them is appointed, whether or not under an order; or
 - (c) a liquidator, provisional liquidator, receiver and manager, administrator or similar person is appointed in respect of it,

then the Vendor may rescind by giving notice in writing to the Purchaser's solicitor.

- Notwithstanding any other provision in this Contract or any principle of law or equity, the Purchaser is not entitled to rescind or terminate this Contact or make any claim, objection or requisition by reason of any of the following facts:
 - that the Vendor prior to Completion has a liquidator, provisional liquidator, receiver, receiver manager, administrator, voluntary administrator, controller, controlling manager, official manager or similar office of it appointed; or
 - (b) the Vendor's mortgagee exercises any rights under any security or other arrangement between the Vendor, the Vendor's mortgagee or anyone else, including but not limited to any moratorium or any enforcement action against the Vendor or the Property.

51 Rights to Transfer, Sell and Lease

- The Purchaser acknowledges that the Vendor may for so long as the Vendor is the registered Proprietor of the Land:
 - (a) conduct selling and leasing activities;
 - (b) place on the Land including any other lot (not including the Property) signs in connection with those selling and leasing activities; and
 - (c) Deleted.
- The Purchaser acknowledges that the Vendor may, on or before Completion, transfer in the Vendors absolute discretion, the Property to a third party. If the Property is transferred to the transferee then the Purchaser and the Vendor must enter into a deed with the transferee in which the Purchaser and the transferee agree to comply with the terms of this Contract as if the transferee is the Vendor.
- 51.3 The Purchaser may not make any claim or requisition, delay completion, rescind or terminate this Contract due to any matter disclosed in this clause 51.

52 Trusts

Where the Purchaser purchases the Property as Trustee then the Purchaser:

- (a) must not do anything to prejudice any right of indemnity the Purchaser has under the Trust;
- (b) warrant that the Purchaser has the power under the Trust to enter into this Contract;
- (c) is personally liable under this Contract;
- (d) warrants that the Purchaser has a right of indemnity under the Trust; and

(e) must not allow the variation of the Trust or the advance or distribution of capital of the Trust or the re-settlement of Trust property.

53 Guarantee of Corporate Purchaser

53.1 The Guarantor:

- (a) guarantees to the Vendor the due and punctual payment of all money payable by the Purchaser and the due and punctual compliance by the Purchaser with all other terms and conditions to be complied with by the Purchaser under this contract; and
- (b) agrees to indemnify the Vendor against any expense, loss or damage which the Vendor may sustain in connection with any failure by the Purchaser to duly and punctually perform those obligations.
- In respect of the guarantee and indemnity in clause 53.1 the Guarantor acknowledges and agrees that the guarantee and indemnity:
 - (a) is a continuing security and irrevocable while any of the Purchaser's obligations under this contract remain unfilled;
 - (b) is a primary security and the Vendor may call on the Guarantor for payment under this guarantee and indemnity even though no demand has been made on the Purchaser;
 - (c) the Vendor may proceed against the Guarantor as though the Guarantor is the party principally liable;
 - (d) applies to any variation of this contract without the need for obtaining the Guarantors' specific consent to that variation;
 - (e) does not affect any other security which the Vendor may from time to time hold in connection with the due and punctual performance of the Purchaser's obligations under this contract the Guarantor shall not require the Vendor to marshal or otherwise realise in favour or for the benefit of the Guarantor any security held by the Vendor or otherwise defer any of the Vendor's rights under this guarantee and indemnity or any other security; and
 - (f) shall not be affected by any transfer by the Purchaser of its interests under this contract whether with or without the Vendor's consent.

54 Severance

Clauses which are not void or voidable may be severed from the Contract but do not affect the validity or enforceability of the remaining clauses in this Contract.

55 Injunctive Relief

Notwithstanding that damages may be an adequate remedy for a breach by the Purchaser of any of the provisions of this Contract, the Purchaser acknowledges that the Vendor may seek an injunction from a court to prevent the continuing or further breach of the provisions of this Contract.

56 No Merger

The provisions of this Contract intended to have application after Completion continue to apply despite Completion.

57 Governing Law

- 57.1 This Contract is governed by the law in force in New South Wales.
- 57.2 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.
- Any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at that party's solicitor's address.



Annexure A

Prescribed Documents







NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 28/3/11935

EDITION NO DATE TIME SEARCH DATE ____ -----_____ ____ 10 3/6/2025 2:28 PM 13/6/2025

LAND

LOT 28 OF SECTION 3 IN DEPOSITED PLAN 11935 AT BLUE BAY LOCAL GOVERNMENT AREA CENTRAL COAST PARISH OF TUGGERAH COUNTY OF NORTHUMBERLAND TITLE DIAGRAM DP11935

FIRST SCHEDULE

MORRIS PROPERTY INVESTMENTS PTY LTD

(T AT516459)

SECOND SCHEDULE (5 NOTIFICATIONS)

- RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 B903405 COVENANT
- 3 AT516460 MORTGAGE TO MACQUARIE BANK LIMITED
- 4 AV109597 RESTRICTION(S) ON THE USE OF LAND
- AV109598 POSITIVE COVENANT

NOTATIONS _____

UNREGISTERED DEALINGS: PP DP1312745.

*** END OF SEARCH ***

Registrar General In accordance with Section 96B(2) of the Real Property Act 1900,

Copyright © Office of the Registrar-General 2025

Received: 13/06/2025 14:28:27

LGA AMENDED IN LT.O. VIDE 40/2000

A. 946443. 26-5-23

3 Sheets

DP11935 @ 1/3

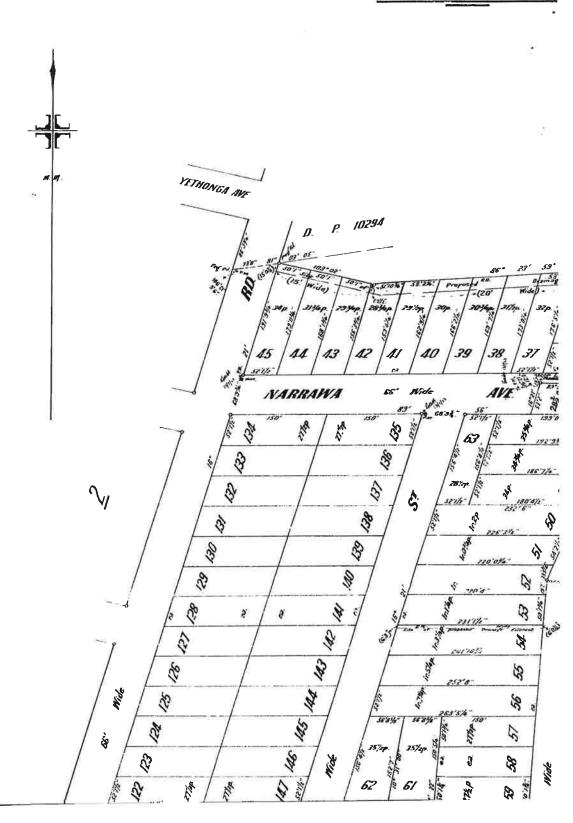
subdivision of

the land comprised in C.T. Vol.34

PH OF TUGGARAH

CO

Scale 100feet to an inch

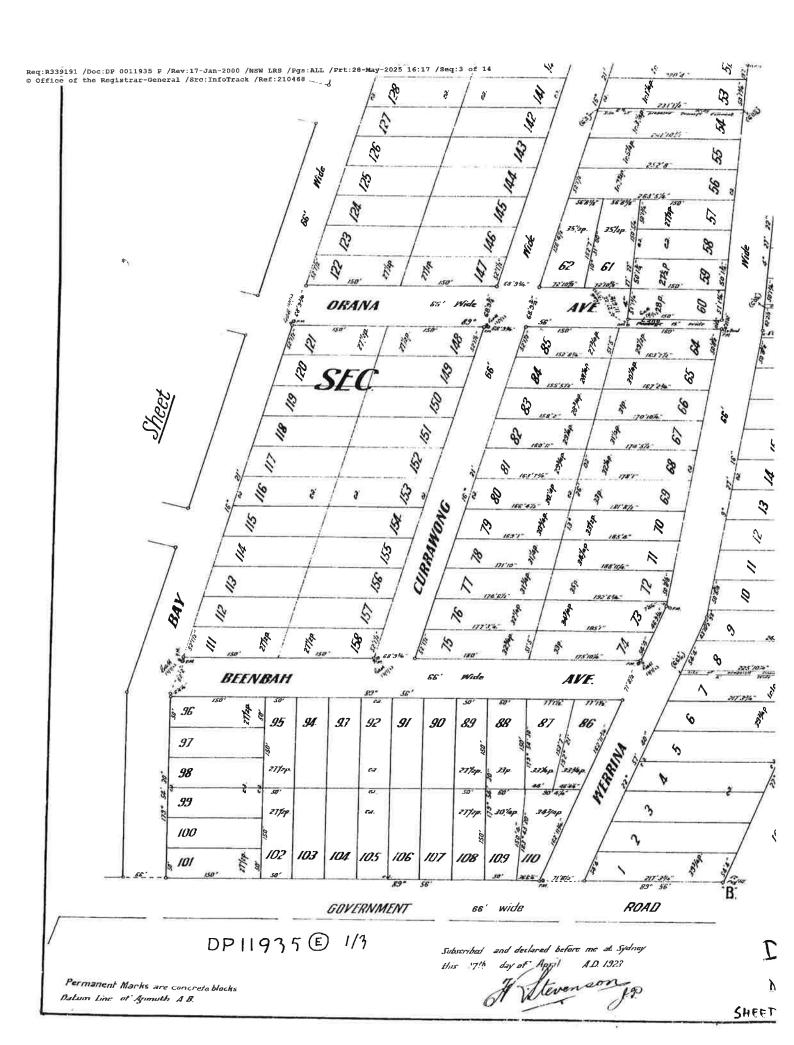


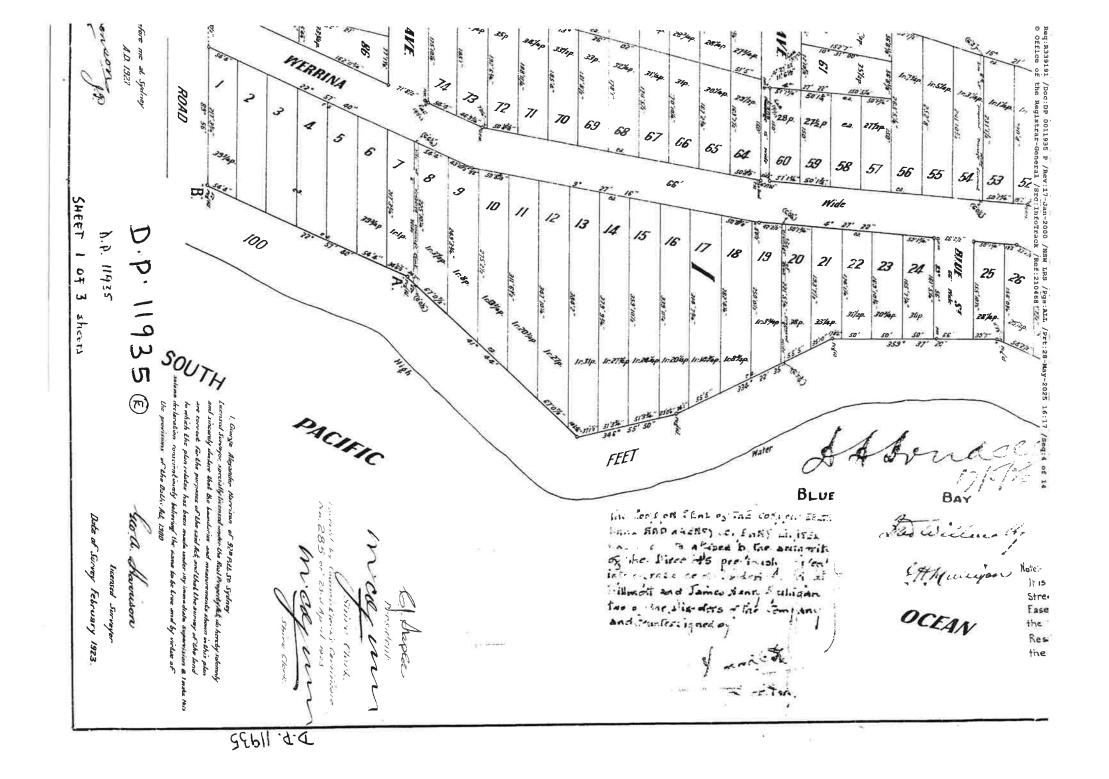
136 5> یے 58 56 55 53 Wide PARADE ?/ 25 3 28 2:40 20 30 37 دچن RESERVATION 1.14gg 11:30 2.250 JE It is intended to dedicate all new Roads, Streets, and Lanes to the Public. 20# Wide Fasements have been provided as requested by the Shire Council. 10/ Restrictions (if any) will be embodied in the Transfers of the Lots herein .

11935

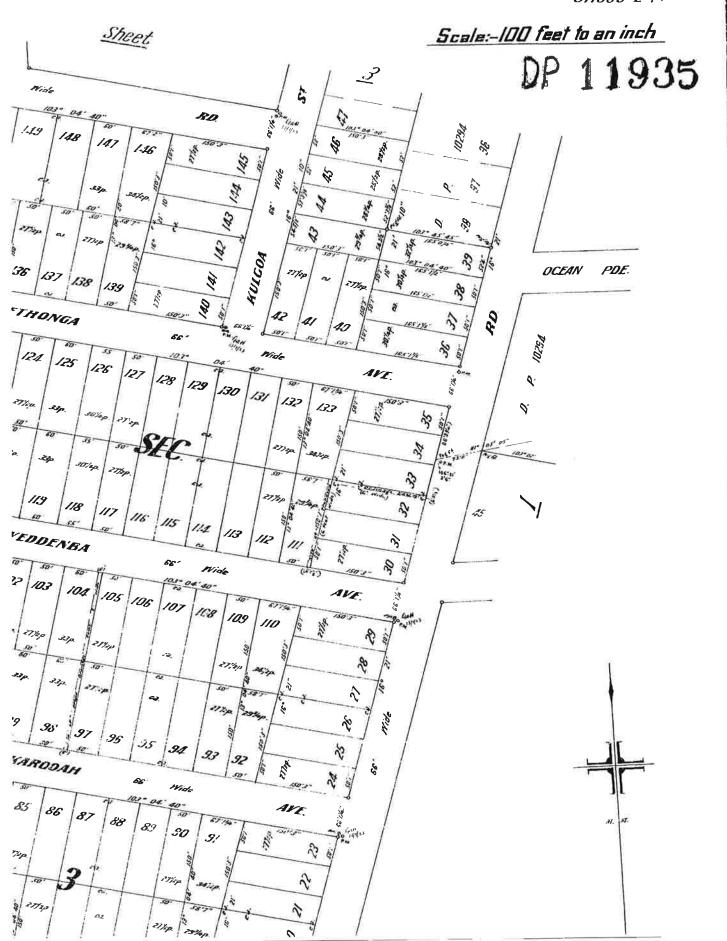
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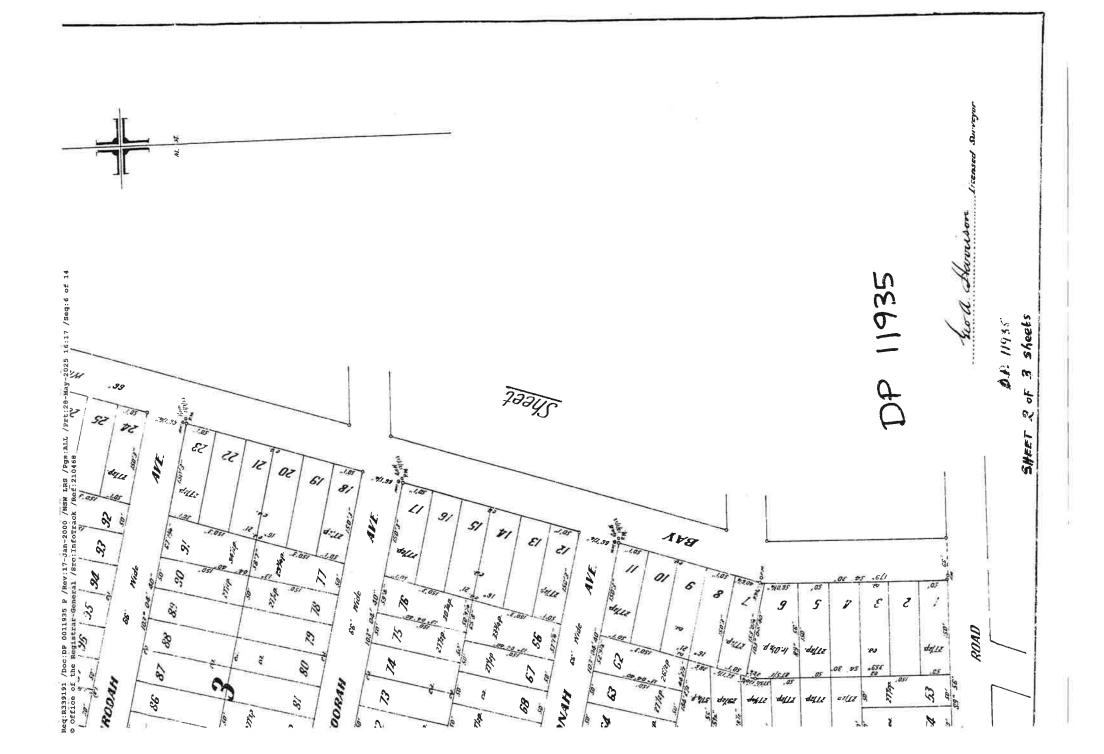
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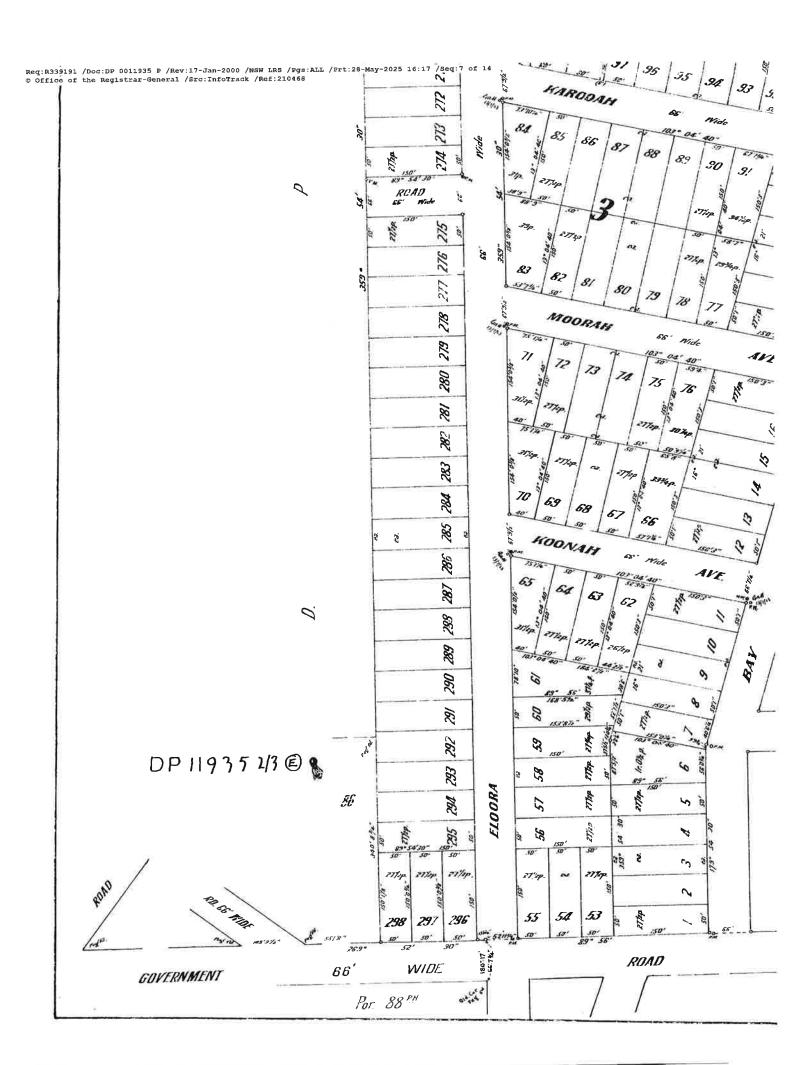


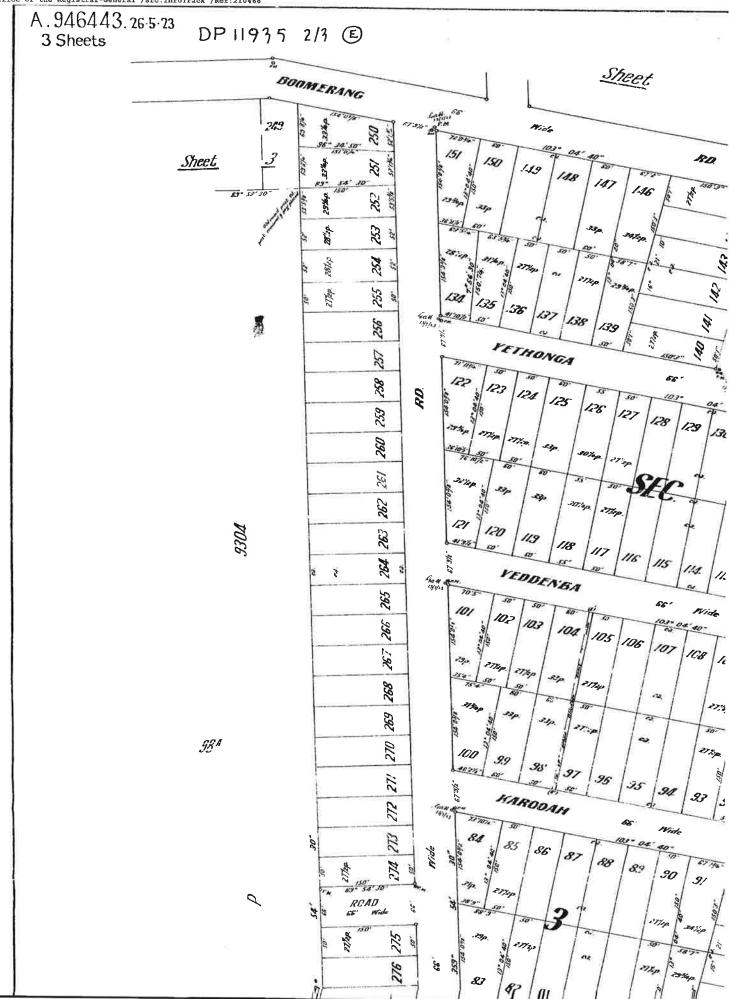


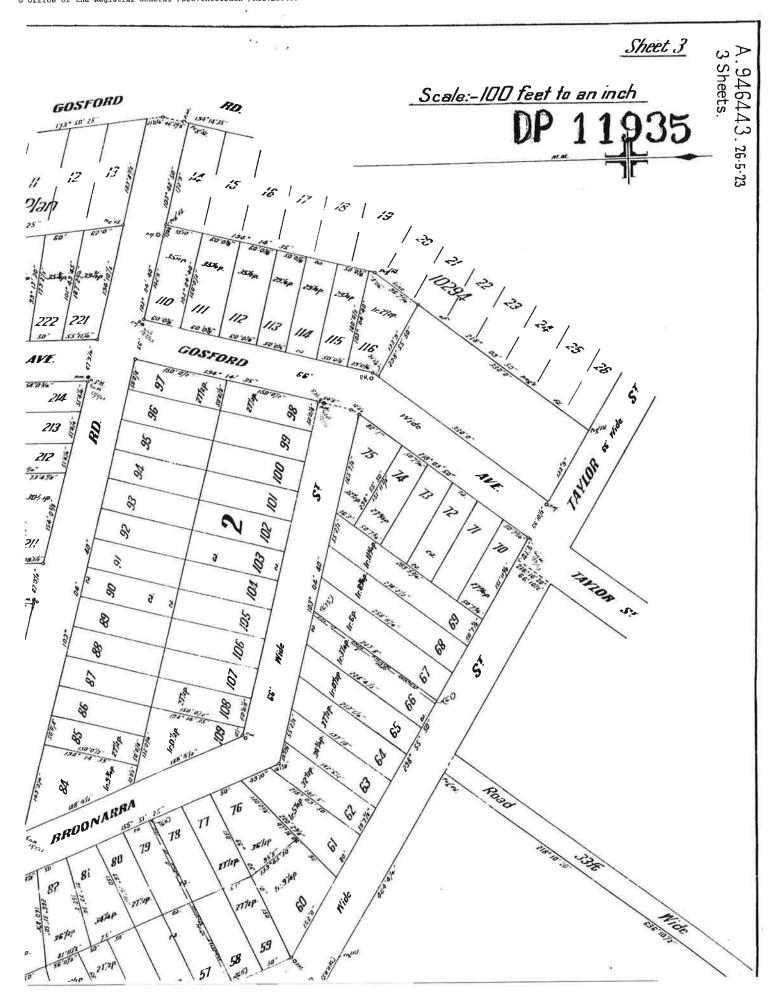
Sheet 2/3

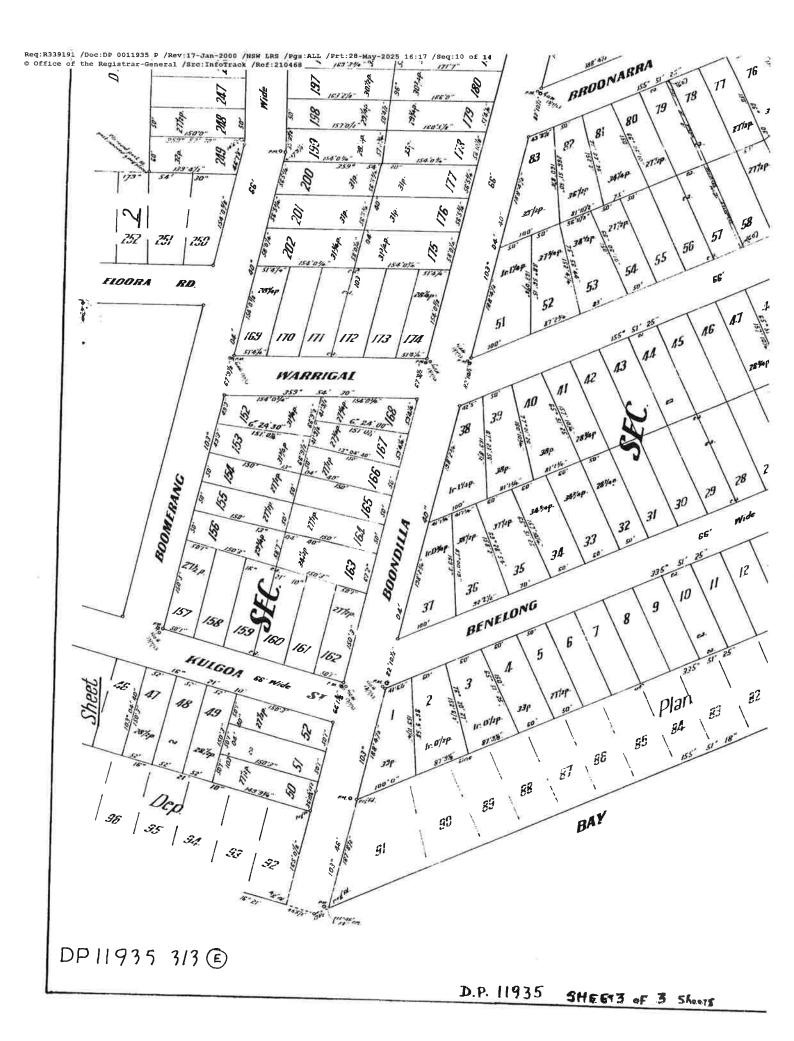


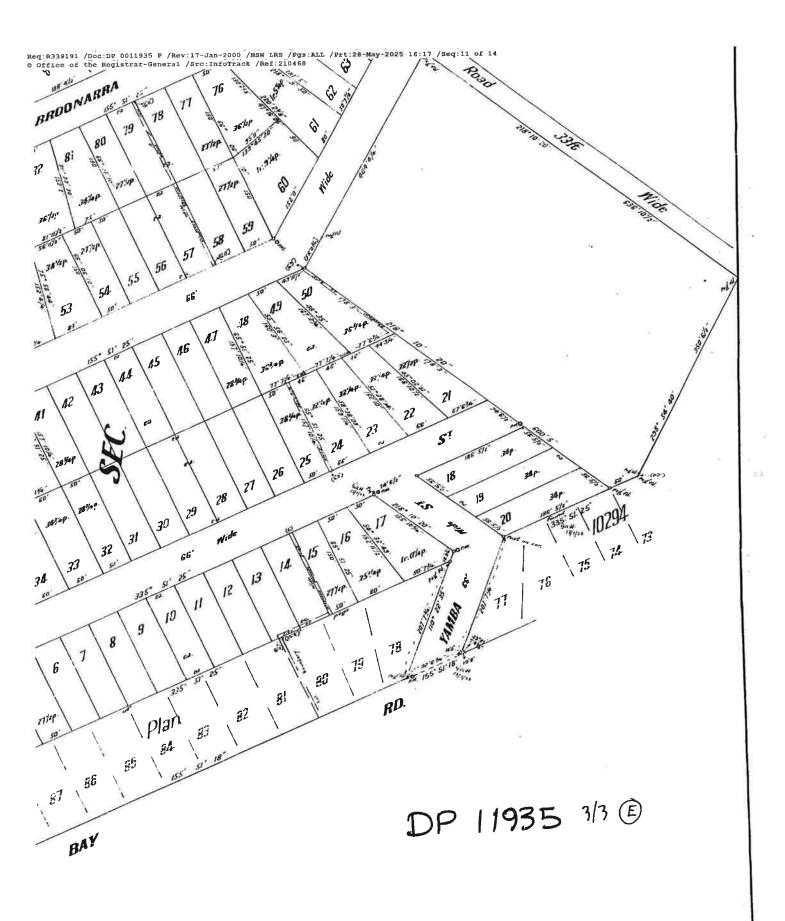




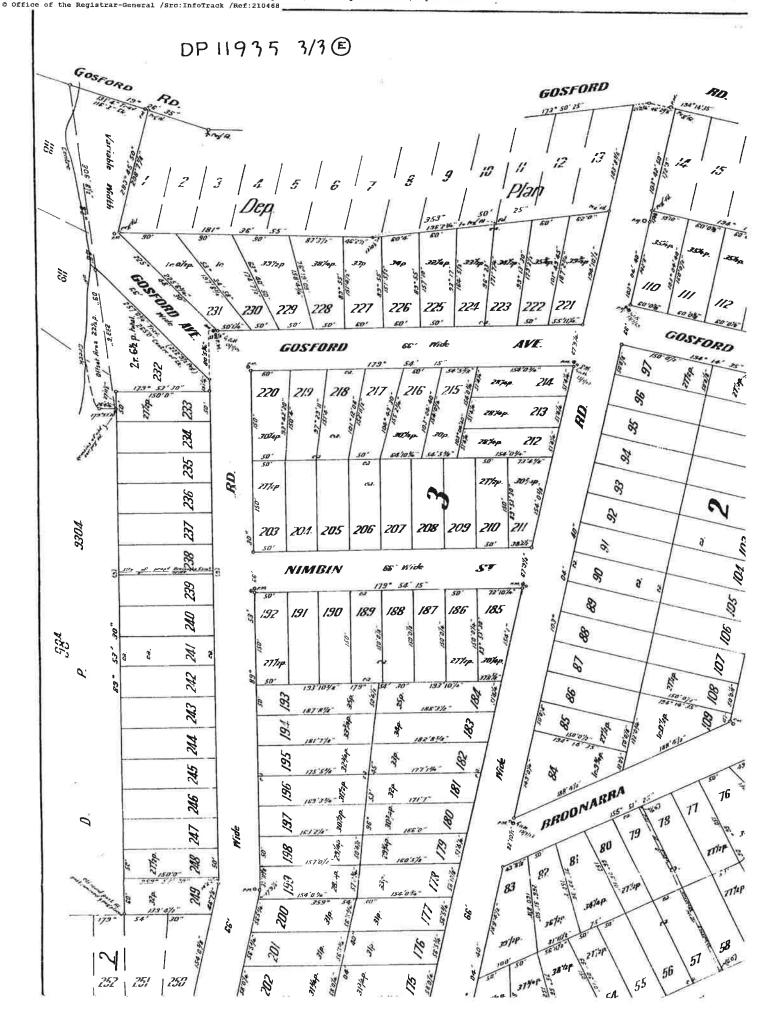


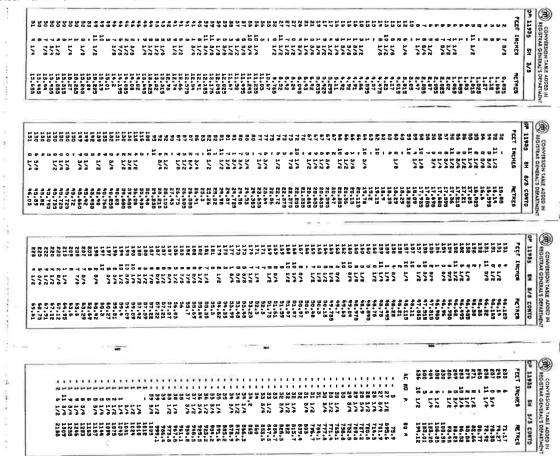


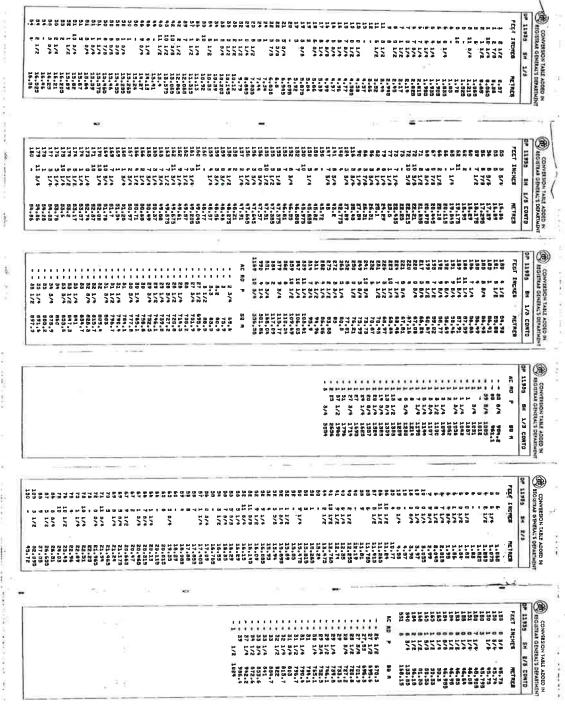




Leo a Samuson Licensed Surveyor







Req:R339192 /Doc:DL B903405 /Rev:11-Aug-2010 /NSW LRS /Pgs:ALL /Prt:28-May-2025 16:17 /Seq:1 of 2

@ Office of the Registrar-General /Src:InfoTrack /Ref:210468 SHILLING TRANSFER OF (REAL PROPERTY ACT, 1900).

11 29 U



B903405L

must not be disclosed in insfer.)

less cotate, strike out "in imble," and interline the ired alteration.

COMMONWEALTH LAND AND AGENCY, COMPANY LIMITED

(herein called transferror

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject however, to such encumbrances, liens and interests as are notified hereunder in ONE HUNDRED AND TEN POUNDS consideration of

(£ 110:-:) (the receipt whereof is hereby acknowledged) paid to 1t by

JOHN FREDERICK MARTIN of Newcastle Branch Manager formerly of ishfield Soale Mechanic

8903405

(herein called transferree

two or more, state ther as joint tenants or ats in common,

ats in common,

If the references cannot conveniently, inserted, a of annexuro (obtainable .T.O.) may be added.

annexuro must be signed he parties and their signass witnessed. So references will suffice if whole land in the grant or ificate be transferred, art only add "and being soo. D.P." or signed he land shown in plan annexed hereto," or ang the residue of the lin certificate (or grant) stered Vol. Fol. The consent of the louding is required to ibdivision the certificate plan mentioned in I.G. Act, 1919, should impany the transfer.

ke out if unnecessary.
enants should comply
a Section 89 of the
veyencing Act, 1919,
e also should be set forth
right-of-way or casement reception.

r provision in addition to modification of the enants implied by the Act r also be inserted.

ery short note will suffice.

executed within the State i instrument should be led or acknowledged before Registrar-General, or outy Registrar-General, or lotary Public, a J.P., or nmissioner for Affidavits, whom the Transferror is win, otherwise the attestwitness must appear ore one of the above funcaries to make a declaration the annexed form. to instruments executed where, see page 2.

where, see page 2. peat attestation if

the Transferror or Trans-ree signs by a mark, the estation must state "that i instrument was read over d explained to him, and it he appeared fully to derstand the same."

do hereby transfer to the said transferreeb ALL such 1ts Estate and Interest in ALL THE land mentioned in the schedule following:-

	D. J.b.	State if Whole or Part.	Vol.	Fol.
Northumberland	Tuggerah	part- and being Lot 28 of Section 3 on Deposited Plan Number 11935	3452	166

And the transferree covenants with the transferror that the Transferree will not at any time hereafter excavate carry away or remove or permit to be excavated carried away or removed any earth clay sand gravel soil or stone from the said land except for the purpose of excavation for the foundation of any building to be erected thereon or to use or permit or allow the said land to be used for the manufacture or winning of bricks tiles or pottery ware.

The benefit of the foregoing covenant shall be appurtenant to the land comprised in Deposited Plan 11935.

The burden of the foregoing covenant is upon the land transferred by this instrument.

The foregoing covenant may be released modified or varied by the registered proprietors for the time being of the land to which the said covenant is appurtenant. ENCUMBRANCES, &c., REFERRED TO.

Subject to reservations and conditions as endorsed upon Certificate of Title.

Signed at
The Common Seal of The Commonweal
Signed in my presence by the transferror
Land & Agency Coy. Ltd. was here
affixed in the presence of:
Which is research to the

the Trenty- frist

day of October 1929.

Transferror.*

Signed.

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

Signed in my presence by the transferree

WHO IS PERSONALLY KNOWN TO ME

Lotto Donaldson Articled bleth

Transferree. BRIGHT THE

SECRETARY

* If signed by virtue of any power of attorney, the original power must be registered, and produced with each dealing, and the memorandum of non-revocation on page 2 signed by the attorney before a witness.

§ N.B.—Section 117 requires that the above Certificate be signed by Transferree or his Solicitor, and renders any person falsely or negligently certifying liable to a penalty of £50: also to damages recoverable by parties injured. If the Solicitor signs he must sign his own name and not that of his firm, No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

Req:R3	39192 /Doc:DL B903405 /Rev:11-Aug-2010 /NSW LRS /Pgs:ALL /Prt: ce of the Registrar-General /Src:InfoTrack /Ref:210468	28-May-2025 16:17	111	V STATIONER TAXABET A
11	A CONSENT OF MORTGAGEE.			SYDIKEY
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	Dated at SYDNEY, this twenty second	Suine	Mortgagee.	
eli	day of October The Common Scall of the Males was Signed in my presentance of the said Bank by who is personally known statement by	& Buins		-
	MEMORAN Districted the time of executing the with		TORNEY.	i This form is not appropriate in delegation under
	Memorandum whereby the undersigned states that he has no no of Attorney registered No. Miscellaneous Register just executed the within transfer.	tice of the revoca	tion of the Power y of which he has	Trustoes Delegat Powers Act, 191 the Execution o (War Facilities)
	Signed at the	day of	19 ,	j Strike out unne words. Add an matter necessary show that the p
32	Signed at the place and on the date abovementioned, in the presence of—			offective.
	FORM OF DECLARATION BY ATTESTI	NG WITNESS *		h Mau he made he
	Appeared before me at , the da nine hundred and twenty . the and declared that he personally knew	ey of attesting witness t	, one thousand o this instrument, the person	k May be made be: oither Registrar- General, Deputy Registrar-Genera Notary Public, J Commissioner fo Affidavits. Not required if the
1	signing the same, and whose signature thereto he has attested; and signature of other said that he was of sound mind and freely and voluntarity signed the 22 MW 1325	is , own	porting to be such handwriting, and	instrument itself made or acknow before one of the parties.
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ñ	Parish Juggarah County Hortkunler Cand	20		ž ,
J	John Frederick Hartin Transferree.	٠.	2	0 H
0	Particulars entered in Register Book, Vol.3452Fol. 166			7.
	Tarticulars entered in Register Book, Vol. 97522-01.			
	the 21st day of Hovember 1929, at minutes 10 o'clock in the fore noon.	В	903405	
١.	hek Starfer (1997)	<u></u>	·	
	PROGRESS RECORD.	ment of the same		
	the instrument			t of the British Dominions, eneral or Recorder of Titles cace for New South Wales
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-	Received from Records			f Officer of any corporation
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	Diagram Fees Tonants in co	mg. Ommon must receive sepa	rate Certificates.	
	Additional Folios If part only of may remain in the C	or the land is transferred Difice, or the Transferror	a new Certificate must is may take out a new Certi	nue, but the old Certificate ficate for the residue.

Residual Document Version 05

Lodger Details

505822N Lodger Code

SELVAGGIO LAWYERS Name

PO BOX 7243 Address

NORWEST BC 1755

Lodger Box

Email LAW@SELVAGGIOLAWYERS.COM.AU

MORRIS 210468 Reference

Land Registry Document Identification

AV109597

STAMP DUTY:

Restriction on the Use of Land by a Prescribed Authority (with Registered Interest Holder Consent)

NEW SOUTH WALES Jurisdiction

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and

Part Land Affected? **Land Description Land Title Reference** Ν

28/3/11935

Interest in Land

MORTGAGE AT516460

Registered Proprietor

MORRIS PROPERTY INVESTMENTS PTY LTD ACN 665985580

Registered company

Prescribed Authority

CENTRAL COAST COUNCIL ABN 73149644003

Local government or body

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

Attachment

See attached Terms and Conditions

See attached Mortgagee's Consent

Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

CENTRAL COAST COUNCIL Executed on behalf of MARTIN RICHARD BALL Signer Name CENTRAL COAST COUNCIL Signer Organisation **EMPLOYEE CERTIFIER** Signer Role

Execution Date 29/05/2025

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

MORRIS PROPERTY INVESTMENTS PTY LTD Executed on behalf of

ROSS FRANK SELVAGGIO Signer Name SELVAGGIO LAWYERS PTY LTD Signer Organisation PRACTITIONER CERTIFIER Signer Role

28/05/2025 **Execution Date**

Form: 13RPA Release: 3.3

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales

Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A)	TORRENS TITLE	28/3/11935						
(B)	LODGED BY	Document Collection Box	Name, Add	e, Address, Telephone, and Customer Account Number if any				
			Email:				RV	
			Reference:	19253-21				
(C)	REGISTERED PROPRIETOR	Of the above land MORRIS PROPERTY INVESTMENTS PTY LTD ACN 665985580						
(D)	LESSEE	Of the above	land agreei	ng to be bound by this re	striction			
	MORTGAGEE or	Nature of Int	terest	Number of Instrument	Name			
	CHARGEE	Mortgage		AT516460	MACQUARIE BANK LI	MITED		
(E)	PRESCRIBED AUTHORITY	Within the m	eaning of se	ction 88E(1) of the Conv	eyancing Act 1919			
(F)	The prescribed aut to have it record	authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies orded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.						
	DATE 18/12/202					•		
(G)	I certify that an a otherwise satisfied Signature of witne	l signed this a	pplication in	my presence.	o is personally known to nent to s378 Local Government Act 1993 nature of authorised officer	Schallower on 18/12/2024	identity I am	
	Name of witness:	LUKE W	ILLCOX		ne of authorised officer:	JOHN NOAKES	3	
	Address of witness		ST WYON		ition of authorised officer:		GER	
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` /	The mortgagee I certify that the application in my p	mortga			agrees to be bound by ne or as to whose identity I Brandon Lis	this restriction. am otherwise satisfi		
	Signature of witne		File	Sign	nature of mortgagee: So			
	Name of witness:	M	ark Fo	thers	-0 MWC 8.200	7.00	2017	
	Address of witness	: 40	. 201 E	lizabeth St Syd	my Exauted by Mor	trage & Mace	guarie Aunku Chyllida 586	

^{*} s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 3

2309

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

Terms of Restriction on the Use of Land (On-Site Detention):

- 1. The Proprietor of the land hereby burdened shall in respect of the land hereby burdened identified as the "Nutrient Control System":
 - a) Not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;
 - b) Except in accordance with the written approval of the Council not allow any building, erection, or structure to be constructed or allowed to remain constructed or placed on the System;
 - c) Not carry out or allow to be carried out any alterations to the System including grates, pipes, or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the System.
- 2. In Clause 1, unless inconsistent with the context:

"System" means in relation to the lot burdened the Nutrient Control System constructed or to be constructed on the lot burdened including all ancillary pipes, litter baskets, sand layers, walls, grates, and other surfaces designed to control nutrients located on that part of the burdened lot.

"Proprietor" includes the registered proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in title to the burdened lot and where there are two or more registered proprietors of the burdened lot the terms of this Restriction on the Use of Land shall bind all those registered proprietors jointly and severally.

"Council" means the Central Coast Council or its successor.

- 3. The proprietor of the land hereby burdened shall in respect of the land hereby burdened identified as "Stormwater Drainage Detention System":
 - a) not allow any obstruction or interference of any kind to be erected, placed, created or performed so as to inhibit the flow of water to and from the System;
 - b) except in accordance with the written approval of the Council not allow any building, erection or structure to be constructed or allowed to remain constructed or placed on the System;
 - c) not carry out or allow to be carried out any change of land profile or earthworks on the System;
 - d) not carry out or allow to be carried out any alterations to the System including surface levels, controlled outflows, grates, pipes, orifice plate, mesh screen, or any other materials or elements thereof outside those normally required for the formation, maintenance and proper function of the System.
- 4. In Clause 3, unless inconsistent with the context:

On Noskes, ffixed by me, on 18/12/2024

Wookes

Mythorised Person

ectronic signature of me,

Page 2 of 4 pages

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

"System" means in relation to the lot burdened the stormwater drainage detention basin or tank constructed or to be constructed on the lot burdened including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater located on that part of the burdened lot.

"Proprietor" includes the registered proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in title to the burdened lot and where there are two or more registered proprietors of the burdened lot the terms of this Restriction on the Use of Land shall bind all those registered proprietors jointly and severally.

"Council" means the Central Coast Council or its successor.

Name of the Authority having the power to release, vary or modify the above mentioned Restriction is **Central Coast Council**.

(ACN 665985580) by the authorized person(s) whose signature(s) appear below pursuant

EXECUTED by MORRIS PROPERTY INVESTMENTS PTY LTD

to Section 127 of the Corporations Act 2001.

Marguet st, Rhodes, NSW, 2138

**Marguet st, Rhodes, Rhodes,

Electronic signature of me, John Noakes, affixed by me, on 18/12/2024

> Woakes Authorised Person

Page 3 of 4 pages

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

Consent of the mortgagee:

EXECUTED BY THE MOS (MACQUARIE BANK LIMI	RTGAGEE TED) BY ITS POWER OF ATTORNEY UNDER Book 4784 No. 586:
LEGALSTREAMPTY	UNDER BOOK 47 64 No. 300.
LEGAL COUNSEL	Brandon Lising-Rowlands
20	Solicitor
MFile	
WITNESS: Wark F	N-STREET SYDNEY NSW 2000
Level 10, 201 1	Elizabeth Street Sydney Now 2000

Central Coast Council by its authorised delegate pursuant to S.378 Local Government Act 1993.

Electronic signature of me, John Noakes, affixed by me, on 18/12/2024 (Signature of delegate)

JOHN NOAKES (Name of delegate)

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

LWillcox Electronic signature of me,
Luke Willcox,
affixed by me, on 18/12/2024 (Signature of witness)

LUKE WILLCOX (Name of witness)

2 HELY ST WYONG (Address of witness)

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

Consent of the mortgagee:

EXECUTED BY THE MORTGAGEE

(MACQUARIE BANK LIMITED) BY ITS POWER OF ATTORNEY

LEGALSTREAM PTY LTD UNDER Book 4784 No. 586;

Brandon Lising-Rowlands

Solicitor

LEGAL COUNSEL

WITNESS: Mark Fathers

LEVEL 19: 59 GOULBURN STREET SYDNEY NSW 2000

Level 10, 201 Elizabeth Street Sydney Now 2000

Central Coast Council by its authorised delegate pursuant to S.378 Local Government Act 1993.

Noakes

Electronic signature of me, John Noakes, affixed by me, on 18/12/2024 (Signature of delegate)

JOHN NOAKES

(Name of delegate)

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

LWillcox

Electronic signature of me, Luke Willcox, affixed by me, on 18/12/2024(Signature of witness)

LUKE WILLCOX

(Name of witness)

2 HELY ST WYONG

(Address of witness)

Residual Document Version 05

Lodger Details

505822N Lodger Code

SELVAGGIO LAWYERS Name

PO BOX 7243 Address

NORWEST BC 1755

Lodger Box

Email LAW@SELVAGGIOLAWYERS.COM.AU

MORRIS 210468 Reference

Land Registry Document Identification

AV109598

STAMP DUTY:

Positive Covenant (with Registered Interest Holder Consent)

NEW SOUTH WALES Jurisdiction

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and

Part Land Affected? **Land Description Land Title Reference** Ν

28/3/11935

Interest in Land

MORTGAGE AT516460

Registered Proprietor

MORRIS PROPERTY INVESTMENTS PTY LTD ACN 665985580

Registered company

Prescribed Authority

CENTRAL COAST COUNCIL ABN 73149644003

Local government or body

The subscriber requests the Registrar-General to make any necessary recording in the Register to give effect to this instrument, in respect of the land or interest described above.

See attached Terms and Conditions

See attached Mortgagee's Consent

Execution

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of CENTRAL COAST COUNCIL

MARTIN RICHARD BALL Signer Name

CENTRAL COAST COUNCIL Signer Organisation **EMPLOYEE CERTIFIER** Signer Role

Execution Date

The Certifier has taken reasonable steps to verify the identity of the relinquishing party or his, her or its administrator or attorney.

The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

The Certifier has retained the evidence supporting this Registry Instrument or Document.

The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

MORRIS PROPERTY INVESTMENTS PTY LTD Executed on behalf of

Signer Name ROSS FRANK SELVAGGIO Signer Organisation SELVAGGIO LAWYERS PTY LTD Signer Role PRACTITIONER CERTIFIER

28/05/2025 **Execution Date**

Form: 13PC Release: 3·3

POSITIVE COVENANT

Leave this space clear. Affix additional pages to the top left-hand corner.

New South Wales Section 88E(3) Conveyancing Act 1919

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

	the Register is ma	de available to	any perso	n for sear	ch upon pa	yment of a	a fee, if	any.		. 000(1011	30D III ,	Act requires that
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(B)	LODGED BY	Document Collection Box Name, Address, Telephone, and Customer Account Number				nber if a	any		CODE			
			Email:									PC
			Reference	19253	3-21							11 - 1
(C)	REGISTERED PROPRIETOR	Of the above land MORRIS PROPERTY INVESTMENTS PTY LTD ACN 665985580										
(D)	LESSEE	Of the above	land agree	ing to be	bound by	this positi	ve cov	enant				
	MORTGAGEE or	Nature of Int				Name						
	CHARGEE	Mortgage	AT!	516460		MACQUA	ARIE	BANK L	IMITE)		
(E)	PRESCRIBED AUTHORITY	Within the m	eaning of s	ection 88 OUNCIL	E(1) of the	: Conveya	ıncing	Act 1919				
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	DATE 18/12/20	24										
	Execution by the p I certify that an a otherwise satisfied	uthorised off	icer of the oplication in	n my pres	sence.					me or as	1 2	
	Signature of witne	ss: LWi	llcox	Electronic sign Luke Willcox, affixed by me,	, on 18/12/2024			cal Government Authorised		Ju	oakes	Electronic signature of a John Noakes, affixed by me, on 18/12
	Name of witness:	LUKE WII	LLCOX			_		orised offi		JOHN NO		,,,
	Address of witness	: 2 HELY S	T WYONG	3				thorised o		SECTION	MANAGE	R IGINEERING
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	certify that the ab signed this applica	ion in my pre	sence.	,	who is pers	sonally kn	iown to	me or as	to who	e identity	I am othe	erwise satisfied vlands
5	Signature of witnes	2,20	1 Felz	-		Signatu	re of	mortga	igee:	Solic	itor	7
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^{*} s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 1 of 6

2309

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

Terms of Positive Covenant:

- 1. The Proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened which contains a "Nutrient Control System" and in respect of any other part of the land hereby burdened on which any part of the system is constructed or located:
 - a) cause and permit stormwater to be filtered by the System;
 - b) regularly keep the System clean and free from grass clippings, silt, rubbish, debris and the like;
 - c) maintain the System to ensure a maximum outflow from the System
 - d) ensure that the System at all times includes an overflow to direct any excess flow to the downstream drainage System;
 - e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;
 - f) comply with the terms of any written notice issued by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;
 - g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on a reasonable notice (but at any time and without notice in the case of an emergency):
 - (i) to view the state of repair of the System;
 - (ii) to ascertain whether or not there has been any breach of the terms of this Positive Covenant;
 - (iii) to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;
 - h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the System and any failure of the Proprietor to comply with the terms of this Positive Covenant.
- 2. The Council shall have the following additional powers;
 - a) In the event that the Proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of any emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Clause 1(f) above or to alleviate the emergency.

lectronic signature of me, phn Noakes, ffixed by me, on 18/12/2024 Page 2 of 6 pages

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

- b) The Council may recover from the Proprietor as liquidated debt in a court of competent jurisdiction:
 - (i) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof;
 - (ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act 1919 providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
- 3. In Clause 1 and 2, unless inconsistent with the context:

"System" means in relation to the lot burdened the Nutrient Control System constructed or to be constructed on the lot burdened including all ancillary pipes, litter baskets, sand layers, walls, grates, and other surfaces designed to control nutrients located on that part of the burdened lot.

"Proprietor" includes the registered Proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in title to the burdened lot and where there are two or more registered Proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered Proprietors jointly and severally.

"Council" means the Central Coast Council or its successor.

- 4. The Proprietor of the land hereby burdened shall at all times in respect of the land hereby burdened identified on the abovementioned plan which contains a "Stormwater Drainage Detention System" and in respect of any other part of the land hereby burdened on which any part of the System is constructed or located:
 - a) cause and permit stormwater to be temporarily detained by the System;
 - b) regularly keep the System clean and free from grass clippings, silt, rubbish, debris and the like:
 - c) maintain the System to ensure a maximum outflow from the System and a minimum pondage in accordance with plans duly approved by Council;
 - d) ensure that the System at all times includes an overflow to direct any excess flow to the downstream drainage System;
 - e) maintain, repair and replace the System or any part of it due to deterioration or damage without delay so that it functions in a safe and efficient manner;
 - f) comply with the terms of any written notice issued by the Council in respect of the requirements of this Positive Covenant within the time stated in the notice;

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Page 3 of 6 pages

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

- g) permit the Council to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of any emergency):
 - i) to view the state of repair of the System;
 - ii) to ascertain whether or not there has been any breach of the terms of this Positive Covenant;
 - iii) to execute works on the burdened lot for compliance with the requirements of this Positive Covenant;
- h) indemnify and keep indemnified the Council from and against all claims, demands, actions, suits, causes of action, sum or sums of money, compensation, damages, costs and expenses which the Council or any other person may suffer as a result of any malfunction or non-operation of the System or any failure of the Proprietor, to comply with the terms of this Positive Covenant.
- 5. The Council shall have the following additional powers:
 - a) In the event that the Proprietor fails to comply with the terms of any written notice issued by the Council as set out above or in the event of an emergency, the Council or its authorised agent may enter the burdened lot with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency) and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in Clause 4(f) above or to alleviate the emergency.
 - b) The Council may recover from the Proprietor as a liquidated debt in a court of competent jurisdiction:
 - i) any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof;
 - ii) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to Section 88F of the Conveyancing Act, 1919 or providing any certificate required pursuant to Section 88G of the Act or obtaining any injunction pursuant to Section 88H of the Act.
- 6. In Clause 4 and 5, unless inconsistent with the context:

"System" means in relation to the lot burdened the stormwater drainage detention basin or tank constructed or to be constructed on the lot burdened including all ancillary, gutters, downpipes, pipes, drains, orifice plates, trench barriers, walls, earth banks, kerbs, pits, grates, tanks, basins and other surfaces designed to temporarily detain and control stormwater located on that part of the burdened lot.

lectronic signature of me, phn Noakes, ffixed by me, on 18/12/2024

Page 4 of 6 pages

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

"Proprietor" includes the registered Proprietor of the burdened lot from time to time and all heirs, executors, assigns, mortgagee in possession, successors in title to the burdened lot and where there are two or more registered Proprietors of the burdened lot the terms of this Positive Covenant shall bind all those registered Proprietors jointly and severally.

"Council" means the Central Coast Council or its successor.

Name of the Authority having the power to release, vary or modify the **Positive Covenant** referred to in above is **Central Coast Council**.

EXECUTED by MORRIS PROPERTY INVESTMENTS PTY LTD

(ACN 665985580) by the authorized person(s) whose signature(s) appear below pursuant to Section 127 of the Corporations Act 2001.

Signature of Sole Director/Sectretary/Director

Signature of Director

Signature of Witness

Nicholas Baric

Name of Witness

21 Marquet st, Rhodes, NSW, 2138

lectronic signature of me, chn Noakes, Ifixed by me, on 18/12/2024

Address of Witness

Page 5 of 6 pages

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

Consent of the mortgagee:

EXECUTED BY THE MORTGAGEE
(MACQUARIE BANK LIMITED) BY ITS POWER OF ATTORNEY
LEGALSTREAM PTY LTD UNDER Book 4784 No. 586:

Brandon Lising-Rowlands
LEGAL COUNSEL Solicitor

WITNESS: Mark Fathers
LEVEL 10, 50 GOULBURN STREET SYDNEY NEW 2000.

Level 10. 201 Elizabeth Street Sydney Newzoux

Central Coast Council by its authorised delegate pursuant to S.378 Local Government Act 1993.

Woakes	Electronic signature of me, John Noakes, affixed by me, on 18/12/2024(Signature of delegate)
JOHN NOAKES	(Name of delegate)

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

LWillcox Electronic signature of me,
Luke Willcox,
affixed by me, on 18/12/2024 (Signature of witness)

LUKE WILLCOX (Name of witness)

2 HELY ST WYONG (Address of witness)

Street Address: No. 89 BAY ROAD, BLUE BAY NSW 2261 Lot 28 of Section 3 in Deposited Plan 11935

Consent of the mortgagee:

EXECUTED BY THE (MACQUARIE BANK	MORTGAGEE LIMITED) BY ITS POWER OF ATTORNEY
LEGALSTREAM PTY	LTD UNDER Book 4784 No. 586:

Brandon Lising-Rowlands
Solicitor

WITNESS: Maile Fathers
LEVEL 19,59 COLLEURN STREET SYDNEY NSW 2000.

Level 10. 201 Elizabeth Street Sydney Nauzauc

Central Coast Council by its authorised delegate pursuant to S.378 Local Government Act 1993.

Electronic signature of me,
John Noakes,
affixed by me, on 18/12/2024 (Signature of delegate)

JOHN NOAKES (Name of delegate)

LEGAL COUNSEL

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

LWillcox Electronic signature of me, Luke Willcox, affixed by me, on 18/12/2024 (Signature of witness)

LUKE WILLCOX (Name of witness)

2 HELY ST WYONG (Address of witness)



InfoTrack Pty Ltd GPO Box 4029 SYDNEY NSW 2001

SECTION 10.7(2) PLANNING CERTIFICATE

Under Section 10.7 of the Environmental Planning and Assessment Act, 1979

Fee Paid: \$69.00

Receipt No:

Receipt Date: 28 May 2025

Property Address: 89 Bay Road, BLUE BAY NSW 2261

Property Description: Lot 28 Sec 3 DP 11935

Property Owner: Morris Property Investments Pty Ltd

Certificate No: 86863

Reference No: 210468:316477

Date of Issue: 29-May-2025

The information contained within this certificate relates to the land.

ADVICE PROVIDED PURSUANT TO S.10.7(2) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

1 NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) Environmental Planning Instruments and Development Control Plans that applies to the carrying out of development on the land

Central Coast Local Environmental Plan 2022

Central Coast Development Control Plan 2022

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

State Environmental Planning Policy (Primary Production) 2021

State Environmental Planning Policy (Transport and Infrastructure) 2021

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Resilience and Hazards) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Resources and Energy) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Sustainable Buildings) 2022

(2) Proposed Environmental Planning Instruments and Draft Development Control Plans which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land

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

Proposed Standard Instrument (Local Environmental Plans) Order 2006

Proposed State Environmental Planning Policy (Transport and Infrastructure) 2021

Proposed State Environmental Planning Policy (Housing) 2021

Proposed State Environmental Planning Policy (Planning Systems) 2021

Proposed Cultural State Environmental Planning Policy

2 ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) Identity of the Zone

Lot 28 Sec 3 DP 11935

R1 General Residential

- (b) For each of the environmental planning instruments referred to in clause 1, please refer to the attached land use table to determine (i), (ii) and (iii) listed below:
 - development that may be carried out within the zone without the need for development consent,
 - (ii) development which may not be carried out within the zone except with development consent and
 - (iii) development which is prohibited within the zone.
- (c) Whether additional permitted uses apply to the land

Additional Permitted Uses do not apply to this land.

(d) Whether development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the fixed minimum land dimensions

There are no development standards applying to the land that fix minimum land dimensions for the erection of a dwelling-house on the land. However there are minimum lot sizes applying to the subdivision of land, and in some zones the entitlement to erect a dwelling-house, or carry out other types of residential development, is linked to that minimum lot size.

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016

No

(f) Whether the land is in a conservation area, however described

No

(g) Whether an item of environmental heritage, however described, is located on the land

None

3 CONTRIBUTION PLANS

The land is subject to The Entrance District Development Contributions Plan.

The subject land is within Central Coast to which the *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023* applies.

This land is subject to the Central Coast Section 7.12 Local Infrastructure Contribution Plan 2023

4 COMPLYING DEVELOPMENT

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

HOUSING CODE

Complying Development under the Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

RURAL HOUSING CODE

Complying development under the Rural Housing Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

LOW RISE HOUSING DIVERSITY CODE

Complying Development under the Low Rise Housing Diversity Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

GREENFIELD HOUSING CODE

Greenfield Housing Code is not applicable to this land.

HOUSING ALTERATIONS CODE

Complying development under the Housing Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

GENERAL DEVELOPMENT CODE

Complying development under the General Development Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008.

INDUSTRIAL AND BUSINESS ALTERATIONS CODE

Complying development under the Industrial and Business Alterations Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State *Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

INDUSTRIAL AND BUSINESS BUILDINGS CODE

Complying development under the Industrial and Business Buildings Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

CONTAINER RECYCLING FACILITIES CODE

Complying Development under the Container Recycling Facilities Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

SUBDIVISIONS CODE

Complying development under the Subdivisions Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008.

DEMOLITION CODE

Complying development under the Demolition code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008.

FIRE SAFETY CODE

Complying development under the Fire Safety Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

AGRITOURISM AND FARM STAY ACCOMMODATION CODE

Complying development under the Agricultural and Farm Stay Accommodation Code **may** be carried out on the land. This information needs to be read in conjunction with the whole of the *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008.

5 EXEMPT DEVELOPMENT

Whether or not the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* because of that Policy, clause 1.16(1) (b1)–(d) or 1.16A.

GENERAL EXEMPT DEVELOPMENT CODE

Exempt development under the General Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

ADVERTISING AND SIGNAGE EXEMPT DEVELOPMENT CODE

Exempt development under the Advertising and Signage Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

TEMPORARY USES AND STRUCTURES EXEMPT DEVELOPMENT CODE

Exempt development under the Temporary Uses and Structures Exempt Development Code applies to this land. This information needs to be read in conjunction with the whole of the State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.

AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS (BUILDING PRODUCT SAFETY ACT 2017)

1(a) Is there any affected building notice of which the council is aware that is in force in respect of the land?

No

1(b) Is there any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with?

No

1(c) Is there any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding?

No

In this section-

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

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

7 LAND RESERVED FOR ACQUISITION

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

Nil

8 ROAD WIDENING AND ROAD ALIGNMENT

(a) DIVISION 2 OF PART 3 OF THE ROADS ACT 1993

The land is not affected by road realignment or road widening under the above.

(b) ENVIRONMENTAL PLANNING INSTRUMENT

The land is not affected by road realignment or road widening under the above.

(c) COUNCIL RESOLUTIONS

The land is not affected by road realignment or road widening under the above.

9 FLOOD RELATED DEVELOPMENT CONTROLS

- (1) The land or part of the land **is not** within the flood planning area and **is not** subject to flood related development controls.
- (2) The land or part of the land **is not** between the flood planning area and the probable maximum flood and **is not** subject to flood related development controls.
- (3) In this section—

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the Floodplain Development Manual (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10 COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

This land is **not** affected by a policy that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk (other than flooding).

In this section—

adopted policy means a policy adopted-

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

11 BUSH FIRE PRONE LAND

The information currently available to Council indicates that this land **is not** bush fire prone land (as defined in the Act).

12 LOOSE-FILL ASBESTOS INSULATION

This land does not include any residential premises (within the meaning of the *Home Building Act 1989*, Part 8, Division 1A) that are listed on the register that is required to be maintained under that Division. That register lists residential premises that contain or have contained loose-fill asbestos insulation.

13 MINE SUBSIDENCE

The land **IS NOT WITHIN** a Mine Subsidence District declared under section 20 of the *Coal Mine Subsidence Compensation Act 2017.*

14 PAPER SUBDIVISION INFORMATION

- (1) The name of any development plan adopted by a relevant authority that:
 - (a) applies to this land or
 - (b) that is proposed to be subject to a consent ballot.

Nil

(2) The date of any subdivision order that applies to this land.

Not applicable

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

15 PROPERTY VEGETATION PLANS

Council **has not** been notified by Local Land Services – Greater Sydney that the land is subject to a property vegetation plan approved under Part 4 of the *Native Vegetation Act* 2003.

16 BIODIVERSITY STEWARDSHIP SITES

Council **has not** been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act, 2016.*

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

17 BIODIVERSITY CERTIFIED LAND

The land **is not** biodiversity certified land within the meaning of Part 8 of the *Biodiversity Conservation Act*, 2016.

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

18 ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Council has not been notified of an Order issued under the *Trees (Disputes between Neighbours) Act 2006.*

NOTE: This advice is based on information provided by the Land and Environment Court.

ANNUAL CHARGES UNDER *LOCAL GOVERNMENT ACT 1993* FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

The owner (or any previous owner) of the land has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works.

In this section—

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

Note-

19

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

20 WESTERN SYDNEY AEROTROPOLIS

Not applicable to Central Coast Local Government Area

21 DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

Council is not aware of there being a valid Site Compatibility Certificate issued by the Director-General of the Department of Planning and Environment in respect of the land.

NOTE: This advice is based on information provided by the NSW Department of Planning and Environment.

WATER OR SEWERAGE SERVICES

Water or sewerage services provided to the land are not under the *Water Industry Competition Act 2006*.

Note-

23

22

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

NOTE

CONTAMINATED LAND MANAGEMENT ACT 1997

The following matters are prescribed by section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

(a) The land to which the certificate relates is significantly contaminated land within the meaning of that Act - if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,

No

(b) The land to which the certificate relates is subject to a management order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(c) The land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act - if it is the subject of such an approved proposal at the date when the certificate is issued,

No

(d) The land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act - if it is subject to such an order at the date when the certificate is issued,

No

(e) The land to which the certificate relates is the subject of a site audit statement within the meaning of that Act - if a copy of such a statement has been provided at any time to the local authority issuing the certificate.

No

For any enquiries regarding this Certificate, please contact Council's Customer Contact Centre on 02 4306 7900.

Signed on Behalf of Central Coast Council

LAND USE TABLE

Zone R1 General Residential Central Coast Local Environmental Plan 2022

1 Objectives of zone

- To provide for the housing needs of the community.
- To provide for a variety of housing types and densities.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To promote best practice in the design of multi dwelling housing and other similar types of development.
- To ensure that non-residential uses do not adversely affect residential amenity or place unreasonable demands on services.

2 Permitted without consent

Home occupations; Recreation areas

3 Permitted with consent

Attached dwellings; Bed and breakfast accommodation; Boarding houses; Boat launching ramps; Boat sheds; Car parks; Caravan parks; Centre-based child care facilities; Community facilities; Dual occupancies; Dwelling houses; Educational establishments; Emergency services facilities; Environmental facilities; Environmental protection works; Exhibition homes; Exhibition villages; Flood mitigation works; Group homes; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Hostels; Hotel or motel accommodation; Information and education facilities; Jetties; Multi dwelling housing; Neighbourhood shops; Oyster aquaculture; Places of public worship; Pond-based aquaculture; Residential flat buildings; Respite day care centres; Roads; Secondary dwellings; Semi-detached dwellings; Seniors housing; Serviced apartments; Sewage reticulation systems; Shop top housing; Signage; Tank-based aquaculture; Water recycling facilities; Water reticulation systems; Water storage facilities

4 Prohibited

Any development not specified in item 2 or 3



InfoTrack Pty Ltd GPO Box 4029 SYDNEY NSW 2001

Dear Sir/Madam

Property:

Lot 28 Sec 3 DP 11935

89 Bay Road, BLUE BAY NSW 2261

Your Reference:

210468:316479

Reference is made to your request for a Sewer Mains Diagram.

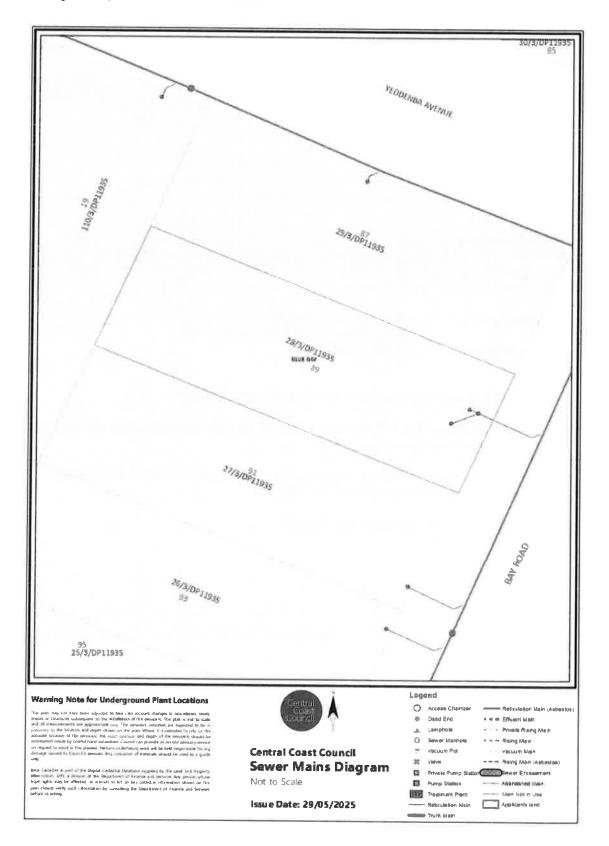
In this regard please now find attached a copy of the relevant information showing the sewer main/s location in relation to the property.

If you have any further enquiries regarding this diagram, please contact Central Coast Council's Customer Contact on 02 4306 7900.

Signed on Behalf of Central Coast Council

Attach

Lot 28 Sec 3 DP 11935 89 Bay Road, BLUE BAY NSW 2261



SHIRE OF WYONG

SEWERAGE CONNECTION PLAN

FOR M. MR. TOMUNSON.
89 BAY RO THE ENTRANCE

89

BAY RD 28.

45.00 D.P.

Scale: 50 ft. to 1 inch.

This diagram is the property of the proprietor and must be returned to him on completion of the work.

All plumbing and draining work shown on Diagram must be carried out by a plumber and drainer licensed by Wyong Shire Council and in accordance with the provisions of Ordinance No. 46, made under the Local Government Act, 1919, and to the satisfaction of the Council, and no responsibility will be taken for the same unless official certificates are obtained by licensed plumbers.

RAIN OR SURFACE WATER IS NOT TO BE CONNECTED WITH SEWER.

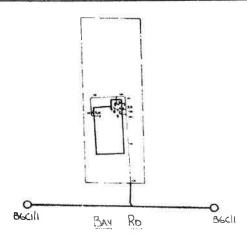
IN. 19 Junction about 30.8 feet from down stream manhole, Depth 110

NOTES:

- 3. Laundry Tobe 4. Both Weste. 5. Water Closes.

- Grease Interceptor Trap.
 Shower Recess.

- - Floor Sale. Inspection Openi Guily Trap. Soil Vent Pipe.
- S.V.P. E.V. Educt Vent.
- - Slak Stone.



Drawn by

IWP

22 - 8 1974

· Writing Health Inspector



Annexure B

Home Building Act – Certificate in respect of insurance for residential building work





Certificate in respect of insurance for residential building work

Policy No: HBCF23062940 Policy Date: 30/10/2023

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period			
In respect of	H01 - New Dwelling Construction			
Description of construction as advised by builder [^]	Construction of Duplex			
At				
	89 Bay Road			
	Blue Bay New South Wales 2261			
Site plan number^	NA			
Site plan type^	NA			
Homeowner	Morris Property Investments Pty Ltd			
Carried out by	Joshua Luke Gray			
Licence number	383352C			
Builder job number^	0015			
Contract amount [^]	\$723,116.00			
Contract date [^]	10/08/2023			
Premium paid	\$5,445.79			
Cost of additional products or services under contract	Nil - no additional services			
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	\$6,529.50			

^Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

Certificate No: HBCF23062940 Issued on: 30/10/2023

Nathan Agius, General Manager, Underwriting IfNSW & HBCF Signed on behalf of the insurer

This certificate may only be cancelled within two (2) years of the policy date and only where no work has commenced and no monies have been paid under the building contract.

IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.



Certificate in respect of insurance for residential building work

Policy No: HBCF23062941

Policy Date: 30/10/2023

A contract of insurance complying with sections 92 and 96 of the *Home Building Act 1989* (the Act) has been issued by Insurance and Care NSW (icare) for the insurer, the NSW Self Insurance Corporation (Home Building Compensation Fund). icare provides services to the NSW Self Insurance Corporation under section 10 of the *State Insurance and Care Governance Act 2015*.

Period of Insurance	The contract of insurance provides cover for both the construction period and the warranty period			
In respect of	H01 - New Dwelling Construction			
Description of construction as advised by builder [^]	Construction of Duplex			
At				
	89A Bay Road			
	Blue Bay New South Wales 2261			
Site plan number^	NA			
Site plan type^	NA			
Homeowner	Morris Property Investments Pty Ltd			
Carried out by	Joshua Luke Gray			
Licence number	383352C			
Builder job number^	0015			
Contract amount^	\$723,116.00			
Contract date^	10/08/2023			
Premium paid	\$5,445.79			
Cost of additional products or services under contract	Nil - no additional services			
Price (including GST and Stamp Duty) Note: The total price does not include any brokerage or other costs to arrange the insurance contract.	\$6,529.50			

[^]Additional information

Subject to the Act, the Home Building Regulation 2014 and the conditions of the insurance contract, cover will be provided to a beneficiary described in the contract and successors in title to the beneficiary. This Certificate is to be read in conjunction with the policy wording current as at the policy date and available at the icare website at www.icare.nsw.gov.au

There are absolute limits on what you can be paid under this insurance, both in respect of non-completion of the works and as a total policy limit. Please review the policy wording closely for those limits. In summary, the total limit of the policy in any case (including the non-completion of building work, defective building work and any other costs covered by the policy) is \$340,000 per dwelling, with a sub-limit in respect of the non-completion of the building work of 20% of the contract price (as varied). This policy will never pay more than 20% of the contract price (as varied) in respect of the non-completion of building work, and never more than \$340,000 per dwelling for all loss, damage, costs and liabilities covered.

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IMPORTANT NOTE Your contractor must give you either: (a) a certificate of combined cover OR (b) 2 certificates, one covering construction period cover and a second certificate covering the warranty period for the work.

Annexure C

Standard Requisition

RESIDENTIAL PROPERTY REQUISITIONS ON TITLE

Vendor: Purchaser: Property: Dated:

Possession and tenancies

- Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
- 2. Is anyone in adverse possession of the Property or any part of it?

3.

- (a) What are the nature and provisions of any tenancy or occupancy?
- (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
- (c) Please specify any existing breaches.
- (d) All rent should be paid up to or beyond the date of completion.
- (e) Please provide details of any bond together with the Rental Bond Board's reference number.
- (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
- (g) Has the vendor or the tenant of the premises taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so, please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
- (h) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
- 4. Is the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010 (NSW))? If so, please provide details.
- 5. If the tenancy is subject to the Residential Tenancies Act 2010 (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

- 6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
- 7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.
- 8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
- 9. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

- 10. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
- 11. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
- 12. If any land tax certificate or property tax status certificate under the *Property Tax (First Home Buyer Choice) Act 2022* (NSW) shows a charge for land tax or property tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

- 13. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
- 14. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.

15.

- (a) Have the provisions of the Local Government Act 1993 (NSW), the Environmental Planning and Assessment Act 1979 (NSW) and their regulations been complied with?
- (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
- (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in
- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the

Environmental Planning and Assessment Act 1979 (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the Environmental Planning and Assessment Act 1979 (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

- (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the Home Building Act 1989 (NSW).
- (f) Have any actions been taken, including the issuing of any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.

16.

- (a) Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property?
- (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property? If so please provide details and indicate if there are any proposals for amendment or revocation?

17. If a swimming pool is included in the sale:

- (a) did its installation or construction commence before or after 1 August 1990?
- (b) has the swimming pool been installed or constructed in accordance with approvals under the Local Government Act 1919 (NSW) and Local Government Act 1993 (NSW)?
- does it comply with the provisions of the Swimming Pools Act 1992 (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
- (d) have any notices or orders issued or been threatened under the Swimming Pools Act 1992 (NSW) or regulations?
- (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
- (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.

18.

- (a) To whom do the boundary fences belong?
- (b) Are there any party walls?
- (c) If the answer to Requisition 18(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
- (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
- (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW)?

Affectations/Benefits

19.

- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
 - All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

20. Is the vendor aware of:

- (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
- (b) any dedication to or use by the public of any right of way or other easement over any part of the land?

(c) any latent defects in the Property?

- 21. Has the vendor any notice or knowledge that the Property is affected by the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice requiring work to be done or money to be spent on the Property or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, it must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?
 - the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material including cladding?
- 22. If the Property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
 23.
 - (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land?

- (c) Do any service connections for any other property pass through the Property?
- 24. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to prevent the enjoyment of any rights appurtenant to the Property?

Capacity

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

Requisitions and transfer

- 26. If not attached to the Contract and the transaction is not an excluded transaction, any clearance certificate under Section 14-220 of Schedule 1 of the Taxation Administration Act 1953 (Cth) should be served on the purchaser at least 5 business days prior to completion.
- 27. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any GSTRW payment.
- 28. If any document created for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 29. Searches, surveys and enquiries must prove satisfactory.
- 30. The purchaser reserves the right to make further requisitions prior to completion.
- 31. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

- 32. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.
 - (d) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the Residential Apartment Buildings (Compliance and Enforcement Powers)

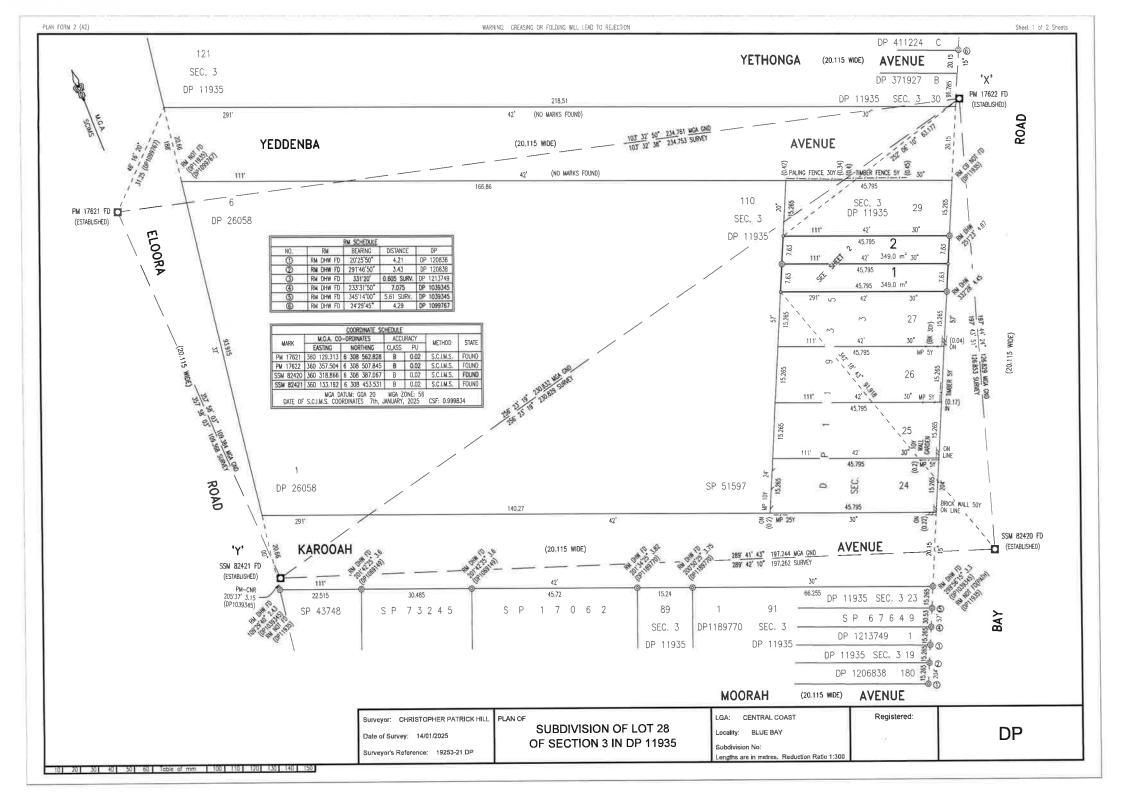
 Act 2020 (NSW) in relation to the Property? If so, when was it made?
 - (e) The vendor should provide an occupation certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all buildings or structures on the Property.



Annexure D

Draft Plan of Subdivision

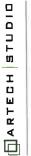




Annexure E

Architectural Plans





DATE 29/02/24

ISSUE. SKYLIGHTS ADDED

REF.

CLIENT.
BRAD
MORRIS/MORRIS
HOMES

PROJECT.
PROPOSED DUAL
OCC.

PROJECT ADDRESS 89 BAY ROAD, BLUE BAY, NSW 2261

DRAWN: NC

DRAWING REFERENCE







SKYLIGHTS ADDED

REVISION E

PROPOSED DUAL OCC. FOR

BRAD MORRIS/MORRIS HOMES

Αī

89 BAY ROAD, BLUE BAY, NSW 2261

DRAWING DESCRIPTION SHEET NO. 02 GENERAL NOTES 03 EXIST/DEMO SITE PLAN PROPOSED SITE PLAN 0.5 FLOOR PLAN LOWER EXT. FLOOR PLAN LOWER INT. 06 FLOOR PLAN UPPER 08 3D VIEWS 09 ELEVATIONS A & B ELEVATIONS C & D SCHEDULES FLOOR SPACE RATIO 12 SITE OVERSHADOWING PLAN SITE OVERSHADOWING PLAN CROSS SECTION 15 DETAILS SEDIMENT CONTROL WASTE MAN + SITE ANALYSIS BASIX COMMITMENTS 19 LANDSCAPE PLAN 20 LANSCAPING NOTES I 22 ROOF DRAINAGE 23 WATER SERVICES PLAN FINISHES FOUNDATION PLAN NOTIFICATION PLAN 26

POOL DETAILS

27

SHEET LEGEND

- ALL DESIGN, CONSTRUCTION METHODS AND MATERIALS TO BE IN ACCORDANCE WITH:
- THE CURRENT NATIONAL CONSTRUCTION CODES INCCI
- THE STATE DEVELOPMENT CODE
- BUILDING REGULATIONS
- CURRENT ISSUES OF AUSTRALIAN STANDARDS & MANUFACTURERS SPECIFICATIONS & INSTALLATION DETAILS FOR MATERIALS USED
- THESE PLANS ARE TO BE READ IN CONJUNCTION WITH CONTRACT DOCUMENTS AND ENGINEERS DRAWINGS AND SPECIFICATIONS, PESPONSIBLE PARTIES ARE TO BE NOTIFIED OF ANY
- SUBSTITUTION OF ANY STRUCTURAL MEMBERS & OR VARIATIONS TO ANY PART OF THE DESIGN WILL YOU ANY RESPONSIBILITIES OF THE BUILDING DESIGNER FOR THE STRUCTURAL INTEGRITY & FERFORMANCE OF THE BUILDING
- 30 VIEWS, PERSPECTIVES AND ILLUSTRATIONS ARE INTENDED TO BE A VISUAL AID ONLY, THEY ARE NOT PRESCRIPTIVE BUT INDICATIVE ONLY, THE IMAGES ARE NOT TO BE RELIED UPON IN ANY WAY FOR FINAL CONSTRUCTION FINISHES AND RESULTS.
- ALL DIMENSIONS IN MILLIMETERS
- DIMENSIONS TAKE PREFERENCE TO SCALE AND ARE TO STRUCTURE NOT FINISH ON NEW WORK, EXISTING WALLS MAY BE NOMINALLY DIMENS ONED.
- ALL DIMENSIONS, DETAILS, SITE LEVELS AND FINISHED FLOOR LEVELS TO BE CONFIRMED BY CONFRACTOR BEFORE COMMENCEMENT OF ANY CONSTRUCTION AND RESPONSIBLE PEOPLE NOTIFIED OF ANY DISCREPANCIES
- MANUFACTURER'S SPECIFICATION MEANS A CURRENT APPROVED SPECIFICATION FOR USE UNDER THE CONDITIONS APPLICABLE THESE DRAWINGS ARE AVAILABLE DIGITALLY, IF REQUIRED.
- ANY DATA SUPPLIED BY OTHERS AND SHOWN ON THESE DRAWINGS ARE NOT THE RESPONSIBILITY OF THIS DESIGNER, ALL USERS OF THESE DRAWINGS ARE ADVISED TO CHECK OTHER SUPPLIED DATA.
- 10 OWNER REMAINS RESPONSIBLE FOR ONGOING MAINTENANCE OF BUILDING STRUC URAL ELEMENTS IN PARTICULAR ARE TO REMAIN PROTECTED BY THE METHODS SHOWN AND LISTED IN THESE DRAWINGS. ALL WINDOW AND DOOR DIMENSIONS ARE

SITE WORKS NOTES:

- POSITION OF DWELLING TO BE CONFIRMED BY SURVEYOR & CLIENT PRIOR TO ANY SITE WORKS.
 ALL STORMWATER, DOWN PIPES, RAIN WATER TANKS
- & SITE DRAINAGE TO BE SIZED & LOCATED BY THE HYDRAULIC CONSULTANT/ PLUMBER IN ACCORDANCE WITH NCC VOL. 231.2 & 3.5.2 AND STATE LEGISLATION/ LOCAL PLANNING SCHEME HOUSE CODE AND AS 3500 ALL PARTS.
- BUILDER TO ENSURE THAT ACTUAL SEWER LINE AND MANHOLE POSITIONS MATCH THOSE AS SHOWN AS BASED ON LOCAL AUTHORITY DOCUMENTS. ANY DISCREPANCIES MUST BE BROUGHT TO ATTENTION AND RESOLVED PRIOR TO COMMENCEMENT OF
- BUILDER TO DETERMINE APPROPRIATE PLATFORMING METHOD ON SITE PRIOR TO COMMENCEMENT OF ANY WORKS. FINISHED FLOOR LEVEL IS TO BE ABOVE THE MINIMUM LEVEL AS PER LOCAL AUTHORITIES REQUIREMENTS & TO COMPLY WITH NCC VOL
- FALL OF LAND UNKNOWN AND IS TO BE CONFIRMED ON SITE BEFORE COMMENCEMENT OF CONSTRUCTION, ANY REQUIRED EARTHWORKS INCLUDING CUT, FILL, BATTERS AND RETAINING MUST COMPLY WITH THE CURRENT INCC VOLUME 2 3 1.1, AS
- THE FINISHED SURFACE IMMEDIATELY SURROUNDING THE DWELLING, 1000mm WIDE, IS TO FALL AWAY FROM THE DWELLING AT A SLOPE OF 1 IN 20 A ALL I A ALL
- STORMWATER MUST BE CONNECTED TO A LEGAL POINT OF DISCHARGE -
- STORMWATER KERB ADAPTERS TO STREET (2 MAX.)
- ROOFWATER/STORMWATER PIPE BUBBLERS TO COUNCIL SPECIFICATION.
- RAINWATER TANK, OVERFLOW MUST CONNECT TO STORMWATER SYSTEM.
- SURFACE DRAINAGE IS TO DISCHARGE EVENLY WITHIN THE SITE AND WITHOUT NUISANCE TO ADJOINING PROPERTIES.
- ALL SUB-FLOOR AREAS MUST BE GRADED TO AVOID THE PONDING OF WATER.
- THE HEIGHT OF FENCES, INCLUDING THE HEIGHT OF RETAINING WALLS ARE NOT TO EXCEED 20th ABOVE FINISHED GROUND LEVEL ONLY IF INDICATED ON THE PLANS AND TO LOCAL AUTHORITY APPROVAL.
- WHERE SERVICES / PIPEWORK ARE LOCATED UNDER DRIVEWAYS AND SLABS CONTRACTORS ARE TO ENSURE ADEQUATE COMPACTION TO TRENCH BACKFILL IS ACHIEVED TO SUPPORT CONCRETE

- PATH/DRIVEWAY NOTES:

 1. DRIVEWAY SLOPE NOT TO EXCEED 1:4, CHECK WITH LOCAL AUTHORITY REQUIREMENTS PRIOR TO CONSTRUCTING ANY DRIVEWAYS, PATHWAYS OR CROSSOVERS BETWEEN THE PROPERTY BOUNDARY
- PROVIDE A LAYER OF SAND A MINIMUM OF 20mm THICK UNDER THE SLAB, COMPACTED AND LEVELED.
- SLAB THICKNESS, MESH TO ENGINEERS DESIGN.

3D VIEW NOTES:

- GROUND LINE OR SLOPE OF SITE IS NOT REPRESENTED ON 3D VIEWS.
- 2. FURNITURE AND FIXTURES ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE.
 3D VIEWS, PERSPECTIVES AND ILLUSTRATIONS ARE
- INTENDED TO BE A VISUAL AID ONLY, THEY ARE NOT PRESCRIPTIVE BUT INDICATIVE ONLY, THE IMAGES ARE NOT TO BE RELIED UPON IN ANY WAY FOR FINAL CONSTRUCTION FINISHES AND RESULTS.

- SMOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH THE NCC PART 3.7.5 - SMOKE ALARMS. SMOKE ALARMS MUST COMPLY WITH AS 3786.
- ONLY USE PHOTOELECTRIC TYPE SMOKE ALARMS
- ALL SMOKE ALARMS TO BE INTERCONNECTED INSTALL LOCATIONS:
 - ON EACH LEVEL OF LIVING SPACE
 - OUTSIDE EACH BEDROOM AREA IN EVERY BEDROOM
- THIS PLAN IS INDICATIVE ONLY AND IS TO BE USED ONLY AS AN EXAMPLE, OWNERS TO NOMINATE FINAL POSITIONS OF ELECTRICAL APPLIANCES, LIGHTING AND ELECTRICAL FITTINGS.

ELEVATION NOTES:

- WALL FINISHES AND WINDOW TYPES ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE, REFER TO BUILDERS SPECIFICATIONS FOR DETAILS.
- GROUND LINE SHOWN ON ELEVATIONS DOES NOT RELATE TO ACTUAL SLOPE OF SITE.
 FURNITURE AND FIXTURES ARE INDICATIVE ONLY AND
- ELEVATIONS ARE INTENDED TO BE A VISUAL AID ONLY, THEY ARE NOT PRESCRIPTIVE BUT INDICATIVE ONLY. THE IMAGES ARE NOT TO BE RELIED UPON IN ANY WAY FOR FINAL CONSTRUCTION FINISHES AND RESIDTS

- TRUSS DESIGN IS INDICATIVE ONLY AND IS NOT PRESCRIPTIVE, FINAL DESIGN TO TRUSS MANUFACTURER SPECIFICATIONS.
- ALL PINE TO BE ID4 MIN ALL HWD, TO BE F14 MIN.
- 4. GROUND LINE SHOWN DOES NOT RELATE TO ACTUAL SLOPE OF SITE
- FURNITURE AND FIXTURES ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE
- SECTIONS ARE INTENDED TO BE A VISUAL AID ONLY. THEY ARE NOT PRESCRIPTIVE BUT INDICATIVE ONLY.
 THE IMAGES ARE NOT TO BE RELIED UPON IN ANY WAY FOR FINAL CONSTRUCTION FINISHES AND

FOUNDATION NOTES:

- THESE PLANS ARE TO BE READ IN CONJUNCTION WITH CONTRACT DOCUMENTS AND ENGINEERS DRAWINGS AND SPECIFICATIONS, RESPONSIBLE PARTIES ARE TO BE NOTIFIED OF ANY DISCREPANCIES, SITE ASSIFICATION IS TO BE CONFIRMED BY INSPECTION OF FOOTING EXCAVATIONS.

 2. PLUMBER RESPONSIBLE TO LOCATE AND CONFIRM
- SEWER HOUSE CONNECTION LOCATION ACCURATELY PRIOR TO COMMENCEMENT, PLUMBER IS TO VERIFY WITH SITE SUPERVISOR PRIOR TO SETTING OUT FIXTURE DRAINAGE POINTS, NO AMENDMENTS OR SPECIAL FIXTURES HAVE BEEN NOMINATED.
- WHERE SERVICES / PIPEWORK ARE LOCATED UNDER DRIVEWAYS AND SLABS CONTRACTORS ARE TO ENSURE ADEQUATE COMPACTION TO TRENCH BACKFILL ACHIEVED TO SUPPORT CONCRETE
- REBATE GARAGE DOORS & SLIDING GLASS DOORS 20mm, AND SHOWER RECESSES 50mm IN LOCATIONS
- ACCORDING TO MANUF SPEC, OR BUILDERS
- MINIMUM COVER TO GROUND SOmm.
- TOP COVER TO SLAB REINFORCEMENT 30mm GRADE FINISHED GROUND SURFACE TO DIVERT WATER AWAY FROM BUILDING.
- WATERPROOF MEMBRANE IS 0.2mm POLYETHYLENE JOINTS ARE TO BE LAPPED 300mm AND TAPED
- REINFORCEMENT TO BE SUPPORTED ON PLASTIC CHAIRS AT 1000mm CRS.
- ALL CONCRETE IS TO BE MECHANICALLY VIBRATED. DURING PLACING
- FILL MATERIAL AND SAND UNDER SLABS IS TO BE
- COMPACTED TO 95% OF MAX. DRY DENSITY
- 13. FLOORS TO ALL WET AREAS TO HAVE A FALL TO A FLOOR WASTE

FLOOR PLAN NOTES:

SPECIFICATIONS

CONSTRUCTION

ICC REQUIREMENTS.

- TERMITE CONTROL BARRIERS TO BE IN ACCORDANCE WITH AS 3660,1 AND NCC CLAUSE 3.1.3.
- ANY UNTREATED TIMBER POSTS, STAIRS AND THE LIKE SHALL BE SET 75MM MINIMUM CLEAR OF GROUND FOR VISUAL
- TWO APPROVED NOTICES SHALL BE AFFIXED TO THE DWELLING AS REQUIRED ADVISING OWNERS OF THE METHOD OF TRAME RISK MANAGEMENT USED, AND THE ONGOING RESPONSIBILITY FOR THE MAINTENANCE OF THE MEIHOU BUILDER TO CONFRM WITH OWNER THE CHOSEN METHOD OF TIMBER PROTECTION.
- OWNER REMAINS RESPONSIBLE FOR ONGOING INSPECTION OF STRUCTURAL TIMBER ELEMENTS, AND THAT BARRIERS
- WHERE CONCRETE SLAB FORMS BARRIER, SLAB TO BE CONSTRUCTED AS PER ASSBITUS SLAB & FOOTINGS TO BE MONOLITHIC TERMITE COLLAR FLANGE TO BE CLAMPED TO PIPES AND SET IN SLAB. 75MM MIN OF EXPOSED SLAB MANDITHE. FERMILE COLLAR PLATIGE TO BE CLAMPED TO FIFES AND SET INCIDED. JOHN MITH OF EAROSED SUB-EDGE TO REMAIN ABOVE FINISHED PERIMETER LEVEL. EXPOSED EDGE NOT TO BE COVERED BY SOIL, RENDERED OR TILED, BUT MAY BE PAINTED, WHERE BRICKWORK CONCEALS EDGE OF SLAB, IN ADDITION TO ABOVE, PROVIDE
- TERMITE COLLAR BARRIER BELOW D.P.C. FIXED TO SLAB EDGE. INSTALL ANT CAPPING TO ALL SRICK PIERS, TIMBER OR CONC STUMPS, KEEP TIMBER CLEAR OF GROUND WHEN ON
- STEEL ANCHORS, NON-TIMBER ELEMENTS [EG STEEL POSTS] NEED NO PROTECTION FROM TERMITES. ALL TIMBER IN DIRECT CONTACT WITH CONC TO
- BE SEPARATED BY G.I. FLASHING.

INSTALL LOCATIONS:

ON EACH LEVEL OF LIVING SPACE OUTSIDE EACH BEDROOM AREA

IN EVERY BEDROOM

WINDOWS SIZES MAY VARY DUE TO MANUFACTURERS

BUILDER TO CONFIRM ALL DIMENSIONS PRIOR TO

CONSTRUCTION, DIMENSIONS ARE TO FRAME ONLY

AND DO NOT INCLUDE CLADDING/LININGS (UNO).

S.S. BALUSTRADING TO COMPLY WITH CURRENT NCC

DOORS TO W.C.'S TO HAVE LIFT OFF HINGES JONLY IF

REFER ENGINEERS DRAWINGS & SPECIFICATIONS FOR

ALL STRUCTURAL DETAILS, FRAMING, BRACING, TIE

9. SEAL WET AREAS IN ACCORDANCE WITH AS3740 &

VOLUME 2 SECTION 3.9.2.3 WIRE BALUSTRADING

THE DOORS SWING IN TOWARDS THE W.C.I.

MASONRY CONSTRUCTION TO AS 3700.

DOWN AND SLAB/FOOTING DETAILS.

10. PROVIDE FLOOR WASTE TO ALL WET AREAS.

- SWOKE ALARMS TO BE INSTALLED IN ACCORDANCE WITH THE NCC PART 3.7.5 SMOKE ALARMS. SMOKE DOWNPIPES (DP) TO BE TOOMING UPVC
- TEMPORARY DOWNPIPES TO BE PROVIDED AT DP LOCATIONS DURING CONSTRUCTION DRAINING ALARMS MUST COMPLY WITH AS3786. ROOFWATER ONTO GROUND, 2M MIN AWAY ONLY USE PHOTOELECTRIC TYPE SMOKE ALARMS ALL SMOKE ALARMS TO BE INTERCONNECTED
- ALL STORMWATER, DOWN PIPES, RAIN WATER TANKS & SITE DRAINAGE TO BE SIZED & LOCATED BY THE HYDRAUUC CONSULTANT/ PLUMBER IN ACCORDANCE WITH NCC VOL. 2.3.1.2 & 3.5.2 AND STATE LEGISLATION/ LOCAL PLANNING SCHEME HOUSE WALL FINISHES AND WINDOW TYPES ON 30 VIEWS ARE INDICATIVE ONLY AND ARE NOT PRESCRIPTIVE.
 ALL GLAZING TO BE IN ACCORDANCE WITH AS1288.
 - AN OVERFLOW TO PREVENT THE BACKFLOW OF WATER
 - SELECTED FROM NCC TABLE 3.5.2.1 OR FROM AS/N23500.
 - THAN 1 IN 500 WITH SUPPORT BRACKETS AT 2m MAXIMUM CENTRE
 - THAN I IN 100 IN ACCORDANCE WITH AS/NZ3500.3.
 - DOWNPIPES MUST SERVE NOT MORE THAN 12 METERS OF GUTTER LENGTH FOR EACH DOWNPIPE WHICH MUST BE LOCATED AS CLOSE AS POSSIBLE TO VALLEY GUTTERS, EAVES GUTTERS MUST BE PROVIDED WITH AN OVERFLOW SYSTEM WHERE DOWNPIPES ARE LOCATED MORE THAN 1.2 METRES FROM A VALLEY GUTTER

ROOF DRAINAGE NOTES:

- ALL GUTTER AND DOWNPIPE WORKS TO ASINZS 3500 3 AND CURRENT NCC VOLUME 2 PART 3.5.2
- FROM BUILDING.
- CODE AND AS 3500 ALL PARTS. THE ROOF DRAINAGE SYSTEM MUST BE PROVIDED WITH
- INTO THE BUILDING.
 THE AREA SPECIFIC RAINFALL INTENSITY MUST BE
- EAVES GUTTERS MUST BE INSTALLED AT A FALL NOT LESS
- BOX GUTTERS MUST BE INSTALLED AT A FALL NOT LESS

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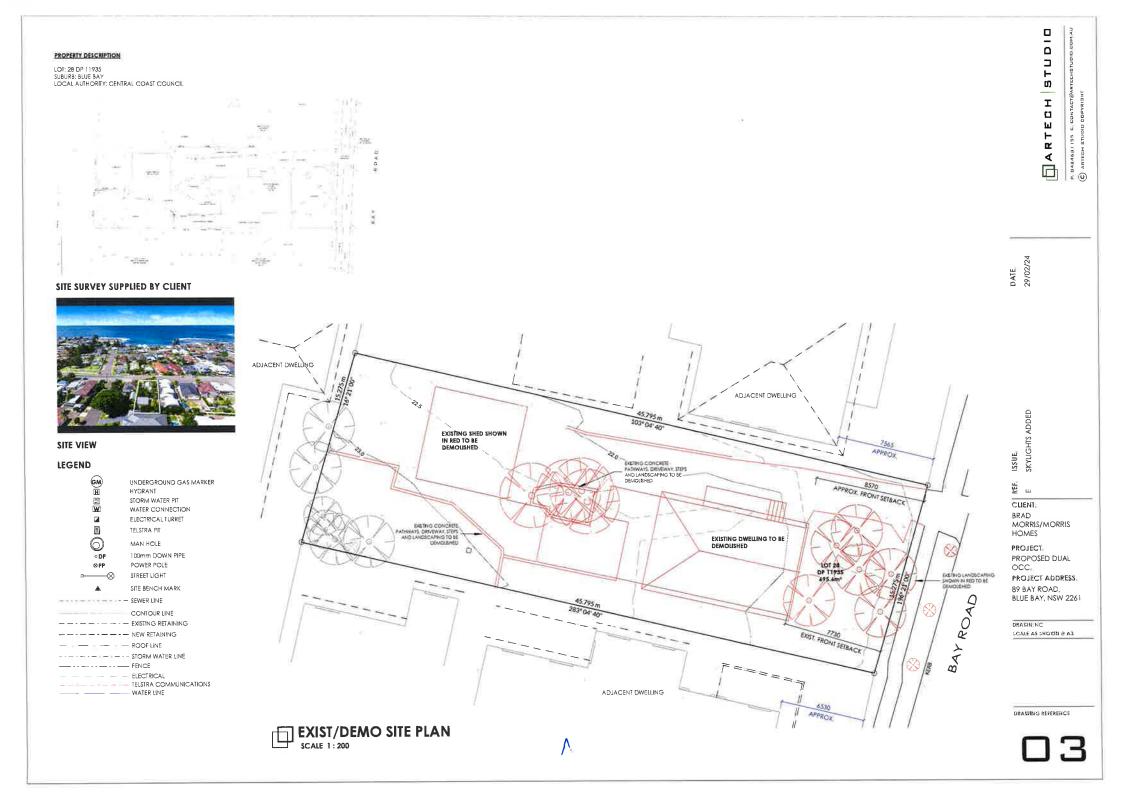
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DRAWING REFERENCE





EXISTING FOOTPATHS
ALL EXISTING FOOTPATHS ARE TO BE RETAINED.

DRIVEWAY CROSSOVER
DRIVEWAY CROSSOVER FROM BOUNDARY TO
KERB IS TO BE IN ACCORDANCE WITH
CENTRAL COAST COUNCIL'S SPECIFICATIONS. REFER TO FINISHES SCHEDULE SHEET 22 FOR FINISH TO REMAINDER OF DRIVEWAY

PROPERTY DESCRIPTION

LOT: 28 DP 11935 LOCAL AUTHORITY: CENTRAL COAST COUNCIL

TOTAL LANDSCAPED AREA - 249.6m² (35.9%)

BUSHFIRE ATTACK LEVEL - LOW

SITE LEVELS: GARAGE F.L. -PORCH F.FL. -22.085 22 085 22 160 22,700 ENTRY F.F.L. LOWER F.F.L. -ALFRESCO F.F.L = 22.625 UPPER F.F.L - 25.825



SITE VIEW

LEGEND

(M) UNDERGROUND GAS MARKER HYDRANT STORM WATER PIT WATER CONNECTION ELECTRICAL TURRET TELSTRA PIT MAN HOLE 100mm DOWN PIPE ODF POWER POLE STREET LIGHT SITE BENCH MARK ------ SEWER LINE CONTOUR LINE - - EXISTING RETAINING — ROOF LINE --- = -- STORM WATER LINE

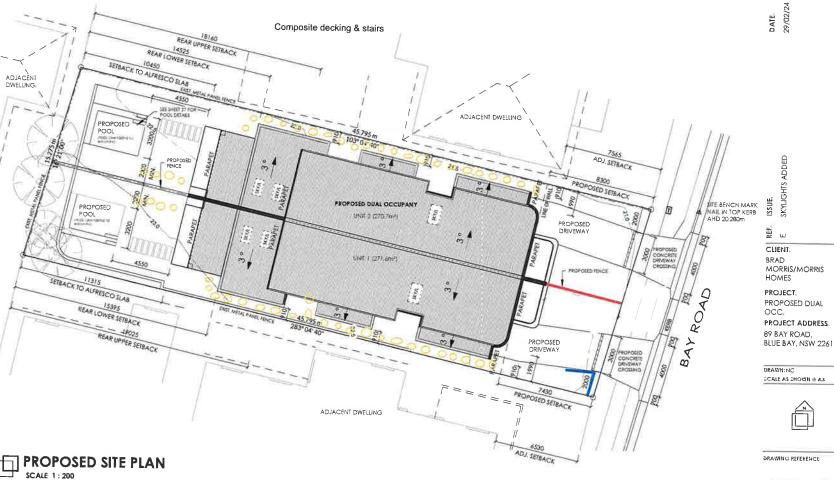
- - ELECTRICAL

TELSTRA COMMUNICATIONS WATER LINE

Pavers like Long Jetty

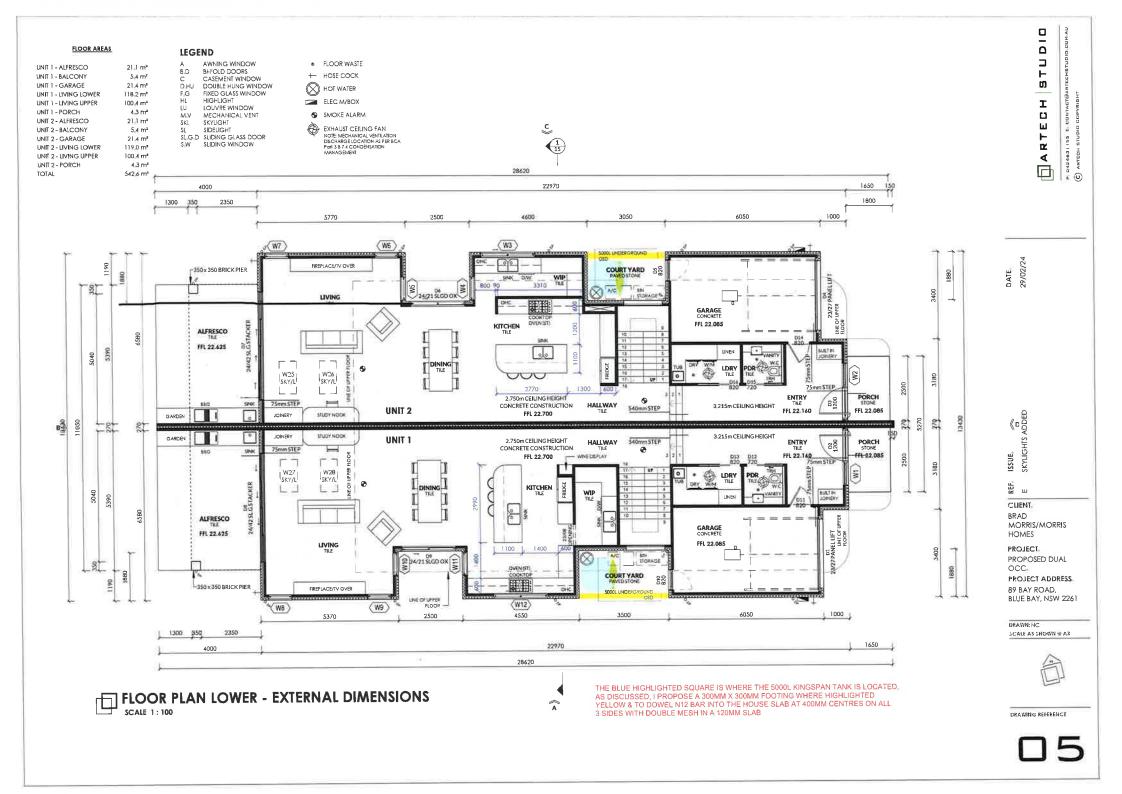
Retaining walls like out the back

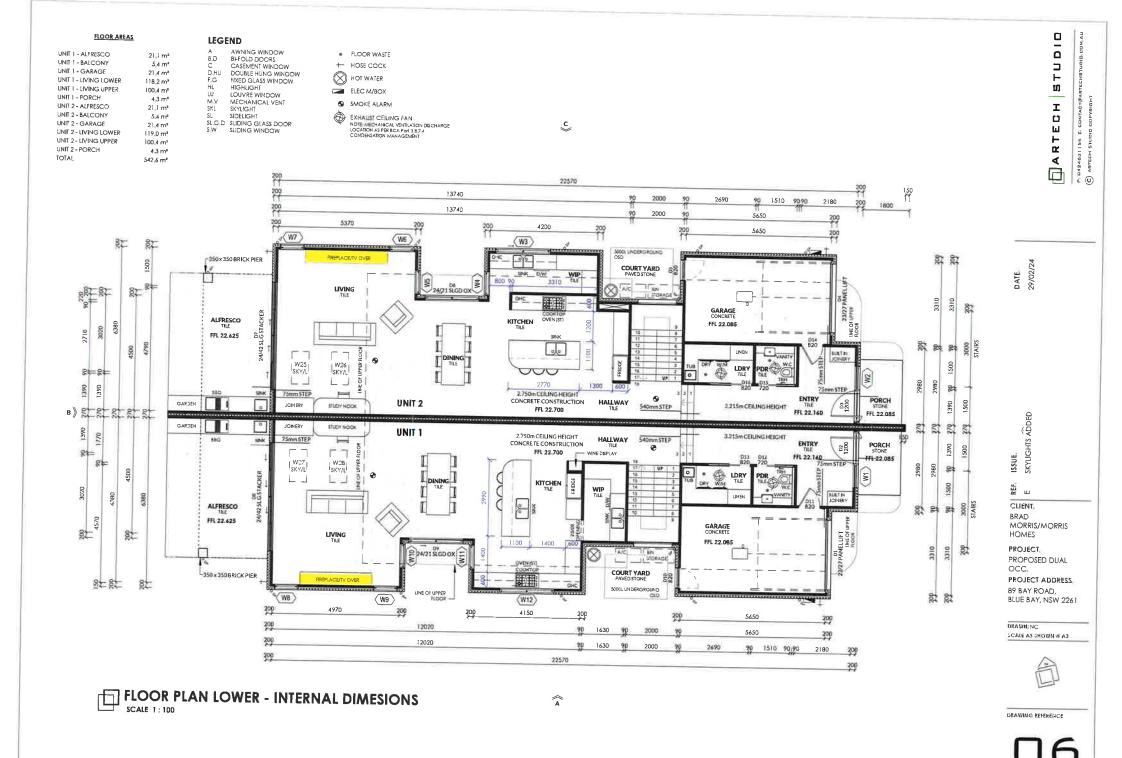
Rendered Block wall between units 1 meter high

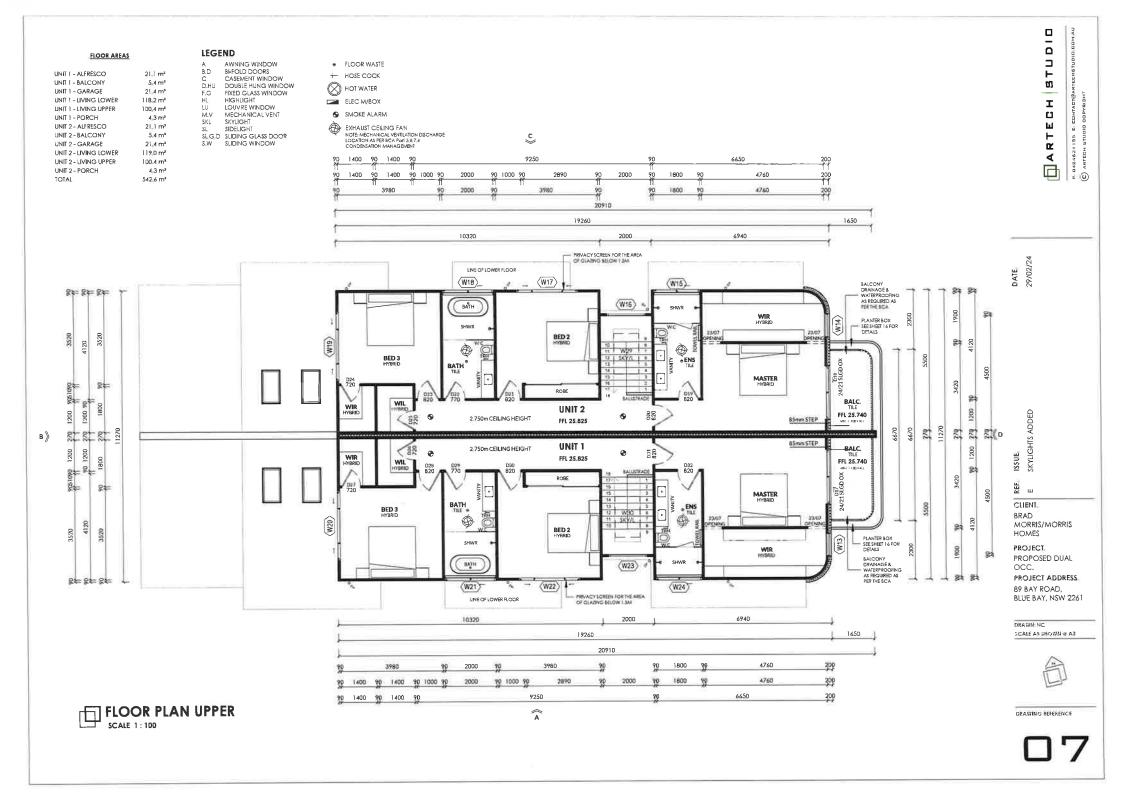


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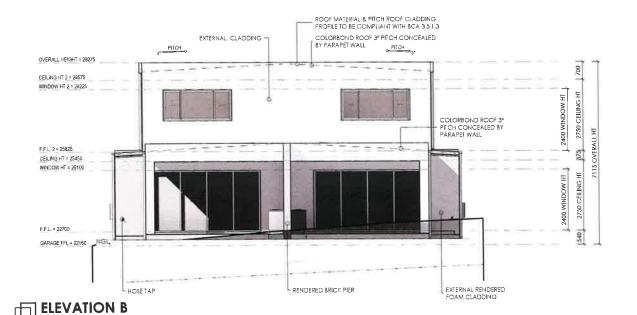






ELEVATION A

SCALE 1: 100



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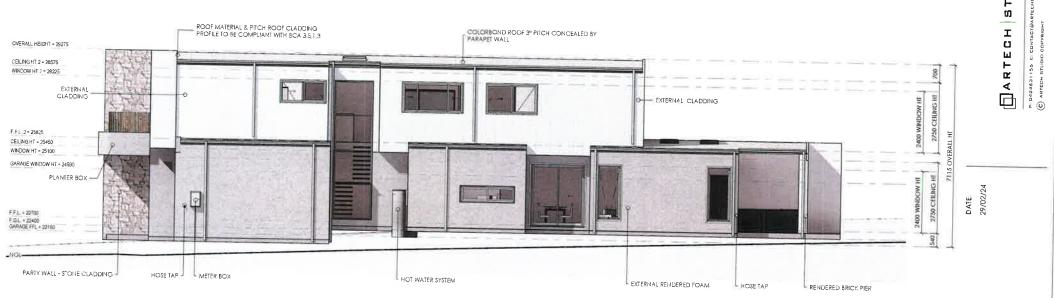
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FLOOR PLAN - LOWER

MARK	SIZE	DOOR TYPE	DESCRIPTION
D1	2300 x 2700	PANEL LIFT DOOR	PANEL LIFT
D2	2340 x 1200	SOUD ENTRY DOOR PIVOT	SINGLE SWING
D3	2340 x 1200	SOUD ENTRY DOOR PIVOT	SINGLE SWING
D4	2300 x 2700	PANEL LIFT DOOR	PANEL LIFT
D5	2340 x 820	GLASS ENTRY DOOR	SINGLE SWING
D6	2400 x 2100	ALUM, FRAMED SLIDING GLASS DOOR	OX
D7	2400 x 4200	ALUM, FRAMED SLIDING GLASS DOOR	XXXO STACKER
Da	2400 x 4200	ALUM, FRAMED SLIDING GLASS DOOR	XXXO STACKER
D9:	2400 x 2100	ALUM. FRAMED SLIDING GLASS DOOR	OX
DIO	2340 x 820	GLASS ENTRY DOOR	SINGLE SWING
Dil	2340 x 820	HOLLOW CORE SWING	SINGLE SWING
D12	2340 x 720	HOLLOW CORE CAVITY SLIDER	SINGLE SLIDE
D13	2340 x 820	HOLLOW CORE CAVITY SLIDER	SINGLE SLIDE
D14	2340 x 820	HOLLOW CORESWING	SINGLE SWING
D15	2340 x 720	HOLLOW CORE CAVITY SLIDER	SINGLE SLIDE
D16	2340 x 820	HOLLOW CORE CAVITY SLIDER	SINGLE SLIDE

	,		
MARK	SIZE	DESCRIPTION] PANEL
WI	2400 x 900	ALUM. FRAMED FIXED GLASS	O
W2	2400 x 900	ALUM. FRAMED FIXED GLASS	0
W3	600 x 2100	ALUM. FRAMED SLIDING WINDOW	OX
W4	(2100 x 900	ALUM. FRAMED AWNING	AWNING TOP FIXED BOTTOM
W5	2100 x 900	ALUM FRAMED AWNING	AWNING TOP FIXED BOTTOM
W6	2100 x 900	ALUM. FRAMED AWNING	AWNING TOP FIXED BOTTOM
W7.	2100 x 900	ALUM, FRAMED AWNING	AWNING TOP FIXED BOTTOM
W8	2100 x 990	ALUM, FRAMED AWNING	AWNING TOP FIXED BOTTOM
W9	2100 x 900	ALUM, FRAMED AWNING	AWNING TOP FIXED BOTTOM
WID	2100 x 900	ALUM FRAMED AWNING	AWNING TOP FIXED BOTTOM
WII	2100 x 900	ALUM, FRAMED AWNING	AWNING TOP FIXED BOTTOM
W12	600 x 2100	ALUM FRAMED SLIDING WINDOW	OX

NOTE: ALL WINDOWS TO FRONT FACADE TO HAVE CLEAR GLAZING.
NOTE: FRONT DOOR TO HAVE CLEAR OR TRANSLUCENT GLAZING.

FLOOR PLAN - UPPER

MARK	SIZE	DOOR TYPE	DESCRIPTION
017	2400 x 2100	ALUM, FRAMED SLIDING GLASS DOOR	
DIS	2400 x 2100	ALUM, FRAMED SLIDING GLASS DOOR	OX
D19	2340 x 770	HOLLOW CORE SWING	SINGLE SWING
D20	2340 x 820	HOLLOW CORE SWING	SINGLE SWING
D21	2340 x 820	HOLLOW CORE SWING	SINGLE SWING
D22	2340 x 770	HOLLOW CORE SWING	SINGLE SWING
D23	2340 x 820	HOLLOW CORE SWING	SINGLE SWING
D24	2340 x 720	HOLLOW CORE SWING	SINGLE SWING
D25	2340 x 720	HOLLOW CORE SWING	SINGLE SWING
D26	2340 x 720	HOLLOW CORE SWING	SINGLE SWING
D27	2340 x 720	HOLLOW CORE SWING	SINGLE SWING
D28	2340 x 820	HOLLOW CORE SWING	SINGLE SWING
D29	2340 x 770	HOLLOW CORE SWING	SINGLE SWING
D30	2340 x 820	HOLLOW CORE SWING	SINGLE SWING
D31	2340 x 820	HOLLOW CORE SWING	SINGLE SWING
D32	2340 x 820	HOLLOW CORE SWING	SINGLE SWING

MARK	SI2E	DESCRIPTION	PANEL	NOTES
	0,22			
W13	2100 x 900	ALUM: FRAMED LOUVERS	X	
W14	2100 x 900	ALUM. FRAMED LOUVERS	×	
W15	900 x 1800	ALUM, FRAMED SLIDING WINDOW	OX	
W16	5400 x 1500	ALUM, FRAMED FIXED GLASS	0	
W17	1200 x 2400	ALUM, FRAMED SLIDING WINDOW	OX	PRIVACY SCREEN
W18	1200 x 2000	ALUM, FRAMED SLIDING WINDOW	OX	
W19	1200 x 2700	ALUM, FRAMED SLIDING WINDOW	OX	
W20	1200 x 2700	ALUM, FRAMED SLIDING WINDOW	OX	
W21	1200 x 2000	ALUM, FRAMED SLIDING WINDOW	OX	
W22	1200 x 2400	ALUM. FRAMED SLIDING WINDOW	OX	PRIVACY SCREEN
W23	5400 x 1500	ALUM, FRAMED FIXED GLASS	0	
W24	900 x 1800	ALUM, FRAMED SLIDING WINDOW	OX	

NOTE: ALL WINDOWS TO FRONT FACADE TO HAVE CLEAR GLAZING.

NOTE: FRONT DOOR TO HAVE CLEAR OR TRANSLUCENT GLAZING.

- UPPER	!
,E	DESCRIPTION

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RATIO OF 06:1 - MAXIMUM TOTAL GFA OF 419.04

ACTUAL GFA TOTAL = 392,5

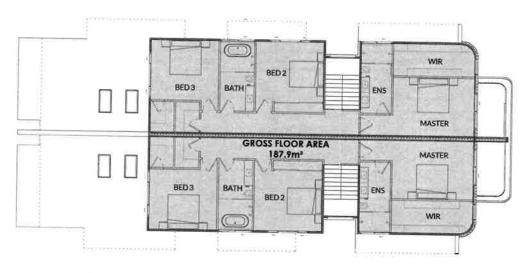
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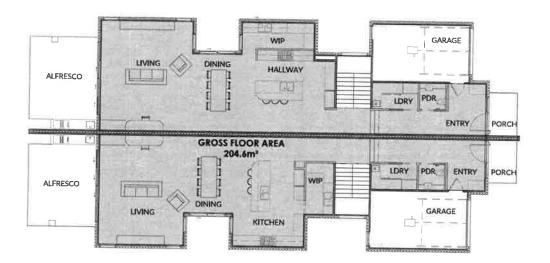
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FLOOR SPACE RATIO - UPPER SCALE 1: 150



FLOOR SPACE RATIO - LOWER

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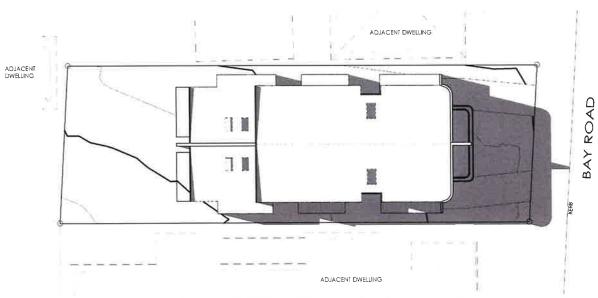
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SITE OVERSHADOWING 3PM 22 SEPTEMBER SCALE 1: 250

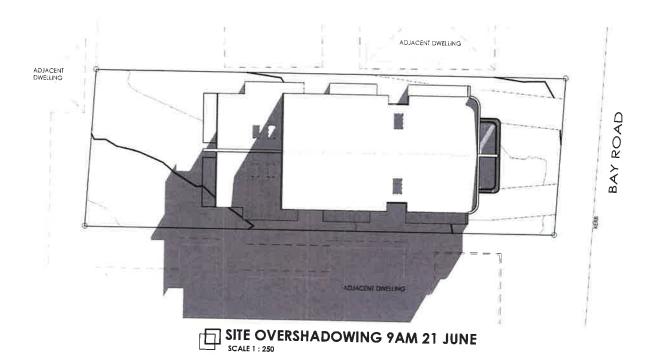
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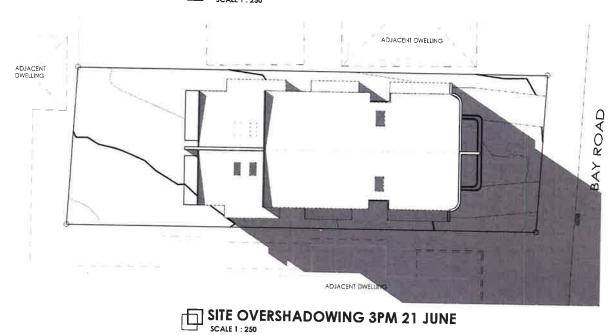
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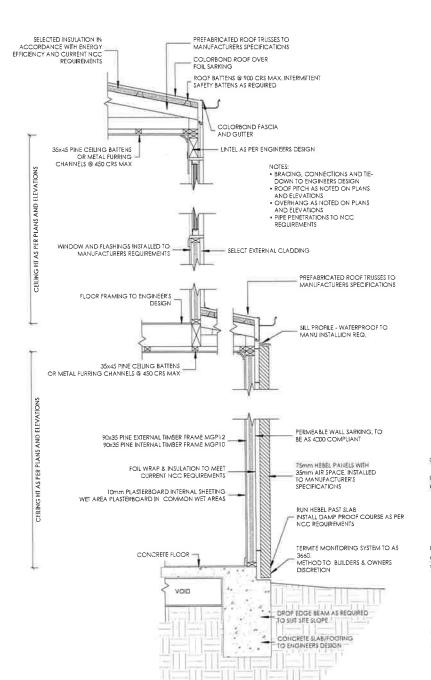
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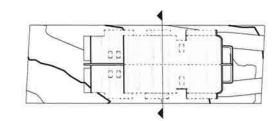


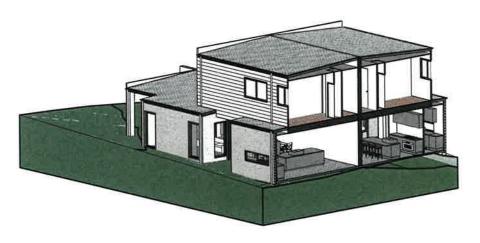


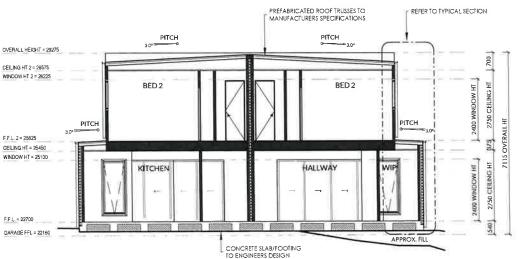




TYPICAL SECTION
SCALE 1:20







SECTION SCALE 1:100

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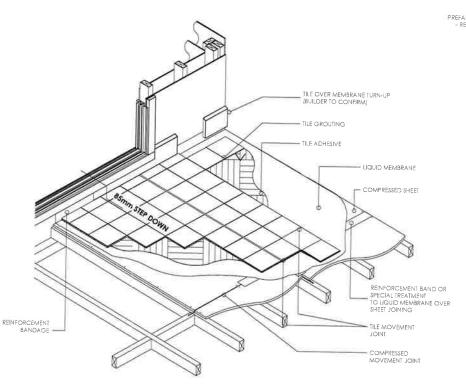
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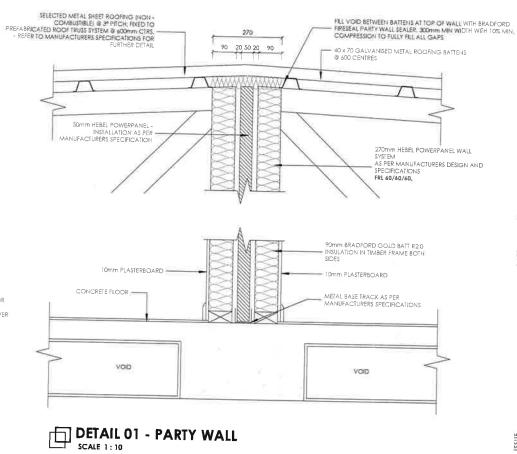
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TYPICAL BACLONY DETAIL
SCALE 1:1



PLANTER BOX STRUCTURE - TO MATCH FACADE

WATERPROOF MEMBRANE

DRAINA GE CELLS

GEOTEXTILE FABRIC WRAPPINGE

DRAIN

TYPICAL PLANTER BOX DETAIL
SCALE 1:5

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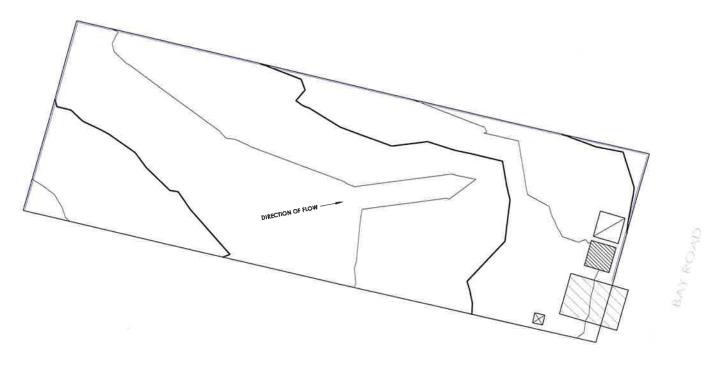
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SEDIMENT CONTROL SCALE 1: 200

GENERAL NOTES

- I. ALL EROSION AND SEDIMENT CONTROL MEASURES TO BE INSPECTED AND MAINTAINED DAILY BY CONTRACTOR/SITE MANAGER.
- MINIMISE DISTURBED AREAS,
 3. ALL STOCKPILES TO BE CLEARED FROM DRAINS, GUTTERS AND FOOTPATHS
- 4 DRAINAGE IS TO BE CONNECTED TO STORM WATER SYSTEM AS
- SOON AS POSSIBLE 5 ROADS AND FOOTPATH TO BE SWEPT DAILY.

SEDIMENT FENCE INSTALLATION

1. CONSTRUCT SEDIMENT FENCE AS CLOSE AS POSSIBLE AND PARALLEL TO THE CONTOURS OF THE SITE.

2. DRIVE 1.5 m LONG STAR PICKETS INTO GROUND AT MAX 3m CRS.

3. DIG 150 mm DEEP TRENCH ALONG THE UPSLOPE LINE OF THE FENCE, BOTTOM OF THE FABRIC TO BE ENTRENCHED.

4. BACKFILL TRENCH OVER BASE OF FABRIC

5. FIX SELF SUPPORTING GEOTEXILE TO UPSLOPE SIDE OF POSTS WITH WIRE TIES OR AS RECOMMENDED BY GEOTEXILE MANUFACTURER.
6. JOIN SECTIONS OF FABRIC AT A SUPPORT POST WITH A MIN. LAP Of 150 mm.

- SEDIMENT FENCE INSTALLATION
 1. TOPSOIL TO BE STRIPPED AND STOCKPILED OUTSIDE HAZARD AREAS SUCH AS DRAINAGE LINES. THIS TOPSOIL IS TO BE RE-SPREAD LATER ON AREAS TO BE REVEGETATED AND STABILISED ONLY, (i.e. ALL FOOT-PATHS, BATTERS, SITE, REGRADING AREAS, DRAINAGE
- RESERVES AND CHANNELS), TOP SOIL SHALL NOT BE SPREAD ON ANY OTHER AREAS
- 2. WHERE STOCKPILES ARE TO REMAIN FOR LONGER THAN ONE MONTH THEY ARE TO BE PROTECTED FROM EROSION BY
- COVERING THEM WITH A MULCH AND HYDROSEEDING

 3. WHERE POSSIBLE LOCATE BANKS OR DRAINS UPSLOPE TO DIVERT
- THE RUNOFF AWAY FROM STOCKPILES.

 4. IF NECESSARY INSTALL BANKS OR DRAINS DOWN STREAM OF A STOCKPILE TO RETARD SEDIMENT LADEN RUNOFF.
- STOCKFILE TO REFARCE SECURITY MAINTAIN ALL SEDIMENT S. THE CONTRACTOR SHALL REGULARLY MAINTAIN ALL SEDIMENT AND EROSION CONTROL DEVICES AND REMOVE ACCUMULATED SILT FROM SUCH DEVICES BEFORE NO MORE THAN 40% OF THEIR CAPACITY IS LOST
- 6. ALL THE SILT REMOVED TO BE DISPOSED OF AS DIRECTED BY THE SUPERINTENDENT, (NO SILT SHALL BE PLACED OUTSIDE THE LIMITS OF WORKS)
- 7. DEVICES TO BE MAINTAINED UNTIL ALL DISTURBED AREAS ARE REVEGETATED, OR AS DIRECTED BY THE SUPERINTENDENT OR COUNCIL

LEGEND:



VC AND STABILISED ENTRY



SEDIMENT FENCE



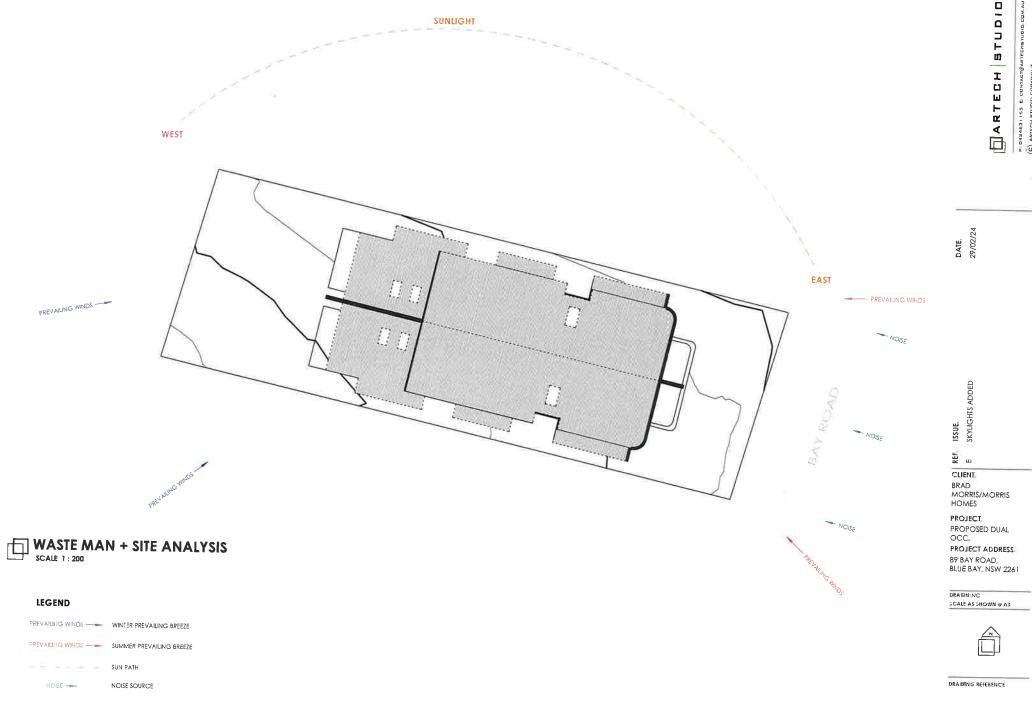
PROVISIONAL AREA FOR STOCKPILING OF MATERIALS



GEOTEXTILE TRADE WASTE RECEPTICLE



PORTABLE W.C.



BRAD MORRIS/MORRIS HOMES

PROJECT PROPOSED DUAL OCC PROJECT ADDRESS

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DRAWN: NC

SCALE AS SHOWN @ A3

JUST PRIOR TO SPREADING TURE, SPREAD 'SHIRLEYS NO. 17 LAWN FERTILISER' OVER THE TOPSOIL AT THE RECOMMEND RATE: LAY 99 WALTER SUFFALO TURE ROLLS CLOSELY BUTTED. FILL ANY SMALL GAPE WITH TOPSOIL WATER THOROUGHLY. STABILISED CRUSHED SANDSTONE
PATH TO BE CRUSHED SANDSTONE OVER WEED MAT TO
DEPTH OF 50MM. STABILISED WITH 5% CEMENT.

GENERAL NOTES:

PROVIDE IM HIGH RENDERED LETTER BOX TO
 FRONT BOUNDARY - TO MATCH HOUSE FACADE

LANDSCAPE AREA CALCULATIONS:

PERBLED AREA - 50.2m2 GRASSED AREA - 45 8m2 GARDEN DEEP SOIL - 150,6m2 PIANTER BOX - 3.0m²

TOTAL LANDSCAPED AREA - 249.6m² (35.9%)
MIN. 247.8m² - 695.6 x 0.5 - 100 = 247.8m²

NOTE: MORE THAN 25% OF TOTAL LANDSCAPED: AREA IS IN FRONT OF THE SITE APPROX. 63m² (MIN. 61, 95m²)

BUFFALO TURF

GARDEN DEEP SOIL - NATURAL MULCH WITH MID/DARK COLOUR

NATURAL MID/DARK PEBBLES

PLANTER BOX

TILE AROUND POOL

LETTER BOX TO MATCH HOUSE FACADE DETAIL

BIN STORAGE AREA



PROPOSED TREES - TBC

DRIVEWAY/CONCRETE PATH

ENSURE THAT THE MASS PLANTING AREAS HAVE BEEN EXCAVATED TO 300MM BELOW FINISHED LEVELS. RIP TO A FURTHER DEPTH OF 150MM, SUPPLY AND INSTALL 300MM SOIL MIX IF REQUIRED OR IMPROVE EXISTING SOIL WITH COMPOST BLEND, SOIL MIX TO COMPRISE OF ONE PART APPROVED COMPOST TO THREE PARTS TOP SOIL TOPSOIL SHALL BE EITHER IMPORTED TOPSOIL OR STOCKPILED SITE TOPSOIL IF SUITABLE IE. NO CLAY). INSTALL 75MM OF SELECTED MULCH. MULCH TO BE

ACOUSTIC ASSESSMENT NOTE:
ALL NOISE GENERATING EQUIPMENT SUCH AS MECHANICAL PLANT
OR EQUIPMENT, AIR CONDITIONING UNITS, SWIMMING POOL FILTERS, FIXED VACUUM SYSTEMS, MECHANICAL VENTILATION FROM CAR PARKS, DRIVEWAY ENTRY SHUTTERS, GARBAGE COLLECTION AREAS OR SIMILAR MUST BE DESIGNED TO PROTECT THE ACOUSTIC PRIVACY OF RESIDENTS AND NEIGHBOURS, ALL SUCH NOISE GENERATING EQUIPMENT MUST BE ACOUSTICALLY SCREENED, THE NOISE LEVEL GENERATED BY ANY EQUIPMENT MUST. NOT EXCEED AN LAEQ (15MIN) OF 5DB(A) ABOVE BACKGROUND NOISE AT THE PROPERTY BOUNDARY.

TIMBER EDGING

TREATED HARDWOOD EDGING. THE EDGES ARE TO BE LAID IN EVEN CURVES AND STRAIGHT LINES AS INDICATED ON THE PLAN. WHERE TIGHT CURVES ARE SHOWN SCORE TIMBER TO ACHIEVE MORE EVEN CURVES. THE TOP OF THE EDGE IS TO FINISH FLUSH WIH THE ADJACENT TURF AND MULCH LEVELS

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ISSUE

REF ш CLIENT.

BRAD MORRIS/MORRIS HOMES

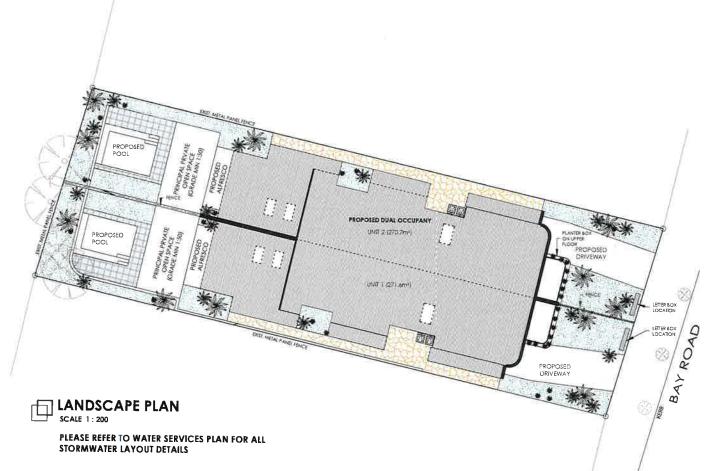
PROJECT. PROPOSED DUAL OCC.

PROJECT ADDRESS. 89 BAY ROAD, BLUE BAY, NSW 2261

DRAWN: NC

SCALE AS SHOWN @ A3





The design of the swimming pool and associated equipmont must comply with the following requirements

- i) The Swimming Pools Act & Regulations...
- ii) Australian Standard 1926 Swimming Pool Safety as prescribed under the Building Code of Australia
- iii) The pump and associated equipment must be sound insufated and/or isolated so that the noise emitted does not exceed an LAeq (15min) of not more than 5 dB(A) above the background level in any oclave band from 31 5Hz to 8KHz centre. frequencies inclusive at the boundary of the site

The swimming pool exclavation and/or swimining pool must be provided with a suitable barrier to prevent a risk of falling into the excavation or pool at all times throughout the construction phase

- The measurement of sound must be carried out in accordance with Australian Slandard 1055 1
- Additional information is available from Sutherland Shire Swimming Pool Environmental Specification
- Landscaping and ancillary structures must not intrude into the child-resistant barrier Non-Climbable Zone
- Only structures associated with the pool may be located within the pool area. Clothes lines, barbeque, sheds, entertainment structure, outside toilets or any other non-pool related structures are not permitted within the pool area

Before the issue of any Occupation Certificate:

- i) The child resistant barrier must be installed in accordance with A above ii) The swimming pool is to be registered in the NSW Swimming Pool Register
- The pump and associated equipment must be maintained and operated in accordance with the noise levels described above
- ii) The child resistant barrier must be maintained in accordance with the Australian Standard as described above

EXTERNAL LIGHTING - AMENITY

To ensure that any lighting on the site does not cause a nuisance to neighbours or motorists on nearby roads

All lighting must be designed in accordance with Australian Standard AS4282 - Control of the Obtrusive Effects of Outdoor Lighting.

All lighting must be operated and maintained in accordance with the Standard above

PLAN NOTES

This plan should be read in conjunction with the architectural and hydraulics plans. Work specific to these plans should be prepared in accordance to these plans, including specification and details prior to the installation of landscaping, and should not be aftered or compromised during landscape construction

Retaining wall details to engineers design.

Elements such as drainage swales may be incorporated in garden bod areas (using non-floatable mulch) without compromising the capacity or form

The Design & location of new letter boxes shall be in accordance with Australia Post's "Requirements for Delivery of Mail to Residential Premises" published Feb '97. All noxious weeds listed in Councils weed lists & located on the site shall be continually removed & suppressed. Reinstate all boundary fencing in poor condition with Council approved 1 8m tencing to rear of building line, rake to 1m forward of BL. Pollution, Sediment & crosion control devices as specified shall be in place, and maintained for the duration of the construction period. Proposed excavation near existing established trees to be supervised. by arborist

This plan has been prepared for DA approval only, not for construction.

Planting proposed using commercially available plant species selected from local planting lists and the BASiX local plant list

D A approved landscape plan's are required to be constructed as approved to obtain occupancy certificate

GENERAL NOTES

GENERAL NOTES

All work to be carried out in accordance with the Building Code of Australia, all Local and State Government Ordinances, relevant Australian Standards, Local Authorities Regulations and all other relevant Authorities concerned. All structural work and site drainage to be subject to Engineer's details or certification where required by Council This shall include ric slabs and footings initial and sleet beams & columns, wind bracing to

and AS4055 anchor rods or bolts tie downs, fixings etc. driveway slabs and drainage to Council's satisfaction. All timbers to be in accordance with SAA Timber Structure Code. AS1720 and SAA Timber Framing Code AS 1684

Do not scale off the drawings unless otherwise stated and use figured dimensions in preference

All dimensions are to be checked and verified on sife before the commencement of any work, all dimensions and levels are subject to final survey and set-out No responsibility will be accepted by Sitedesian for any variations in design, builder's method of construction or materials used, deviation from specification without permission or accepted work practices resulting in interior construction. Locate and protect all services prior to construction

COPYRIGHT CLAUSE

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IRRIGATION NOTES

All gardens to have installed a drop irrigation system controlled from within the store & run off lank water (with possible town water top up). Imgation system can be designed and installed by Site Design, Call David James on 0488 358 180

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EXEMPT TREE REMOVAL

Any declared noxious plant. The applicant is to ensure that all noxious plants are properly identified and controlled/removed iv) Any Iree species exempted by the Sutherland Shire Local Environmental Plan



SKYLIGHTS ADDED ISSUE

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CHENT. RRAD MORRIS/MORRIS

HOMES

PROJECT. PROPOSED DUAL OCC. PROJECT ADDRESS. 89 BAY ROAD, BLUE BAY, NSW 2261

DEASIN-NC SCAFE AS SHOWN @ A3

29/02/24

CLIENT. BRAD MORRIS/MORRIS HOMES

PROJECT, PROPOSED DUAL occ. PROJECT ADDRESS.

89 BAY ROAD, BLUE BAY, NSW 2261

DRAWN: NO SCALE AS SHOWN @ A3



DRAWING REFERENCE

SANITARY PLUMBING & DRAINAGE -

GENERAL

- · ALL SANITARY DRAINAGE SHALL BE 1000 AND
- * ALL SANIJARY DKAJINAGE SHALL BE 1002 AND SHALL BE LAID AT 1:50 GRADE MIN ALL INSPECTION OPENINGS UNDER CONCRETE ARE TO BE TAKEN TO SURFACE LEVEL UND. WHERE SUBJECT TO VEHICULAR TRAFFIC, ALL INSPECTION OPENINGS SHALL BE FINISHED WITH A BRASS CLEAR OUT COVER SUITED FOR ANTICIPALET LODGE. ANTICIPATED LOADS
- ANTICIPATED LOADS

 ALL FLOOR WASTE GULLIES SHALL HAVE

 SCREWED REMOVABLE GRATES, ALL FLOOR

 WASTE GULLIES AT GROUND LEVEL SHALL BE UNO 100

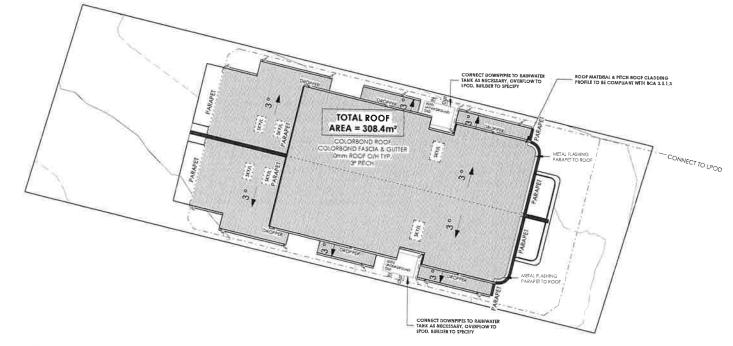
MATERIALS

- . DRAINAGE: UPVC CLASS DWV TO AS/NZS 1260, SANITARY PLUMBING: UPVC CLASS DWV TO AS/NZS 1260 SOLVENT WELDED JOINTS FIXTURE DISCHARGE PIPE SIZES UNO BASIN = Ø SOMM TRAP AND WASTE PIPE
- SINK = Ø 50mm TRAP AND WASTE PIPE WC = Ø 100mm WASTE PIPE = Ø 50mm WASTE PIPE (AND TRAP IF CONNECTED DIRECT TO WASTE) SHR = Ø 50mm WASTE PIPE (AND TRAP IF CONNECTED DIRECT TO WASTE)

FIXTURES & FITTINGS

• ALL FIXTURES, FITTINGS AND ASSOCIATED MATERIALS AND INSTALLATION COSTS
REQUIRED FOR INSTALLATION AND CORRECT
OPERATION SHALL BE SUPPLIED BY THE CONTRACTOR

PROVIDE OVERFLOW RELIEF GULLY WITH TAP OVER, INVERT LEVEL TO BE A MINIMUM OF 150mm BELOW FINISHED FLOOR LEVEL



ROOF PLAN SCALE 1:200

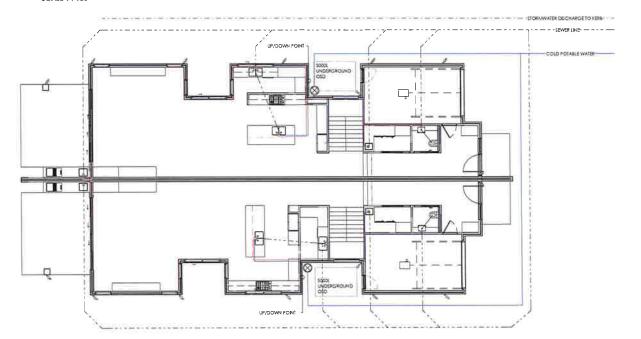
TOTAL ROOF AREA = 308.4 m²

ROOF TYPE: COLORBOND FASCIA & GUTTER TYPE: COLORBOND EAVES (TYP. O/H): 0mm ROOF PITCH:

DOWNPIPES (DP):

DP MAX. LINEAL SPACING: 12 m RAINFALL INTENSITY LOCATION: NSW-NEWCASTLE ARI ONCE IN 20 YEARS mm/hr: 226 mm MIN DP DIAMETER (Ø): MIN GUTTER CROSS SECTION: 5400 mm² MAX ROOF AREA PER DP: $25\,m^2$

WATER SERVICES PLAN - UPPER
SCALE 1:150



NOTES:-

STORM WATER

COLD POTABLE WATER

HOT POTABLE WATER

1. TANK TO BE A MINIMUM OF 2M FROM FOOTING OF ANY STRUCTURE.
2. TANK MUST BE LOCATED A MINIMUM OF SOOTING FROM
TREES/BUSHES/FENCES/RETAINING WALLS//DRIVEWAY/WALKWAYS ETC.
3. DISTANCE BETWEEN WASTEWATER COLLECTION TANK AND CONTROL PANEL MUST NOT
EXCEED 27 METRES AND MUST HAYE A DIRECT LINE OF SIGHT.
4. DISCHARGE RATE FOR THE FOOL MUST NOT EXCEED 0.5L PER SEC.
5. ONLY POTABLE WATER TO BE USED IN POOL.

LEGEND

WATER SERVICES PLAN - LOWER
SCALE 1:150

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ISSUE.

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CLIENT

BRAD MORRIS/MORRIS HOMES

PROJECT. PROPOSED DUAL OCC. PROJECT ADDRESS

89 BAY ROAD, BLUE BAY, NSW 2261

DRAWN: NC SCALE AS SHOWN @ A3



DRAWING RESERVE

OVERALL HEIGHT = 29275 CEN INCHT 5 = 28575 WINDOW HT 2 = 28225

F.F.L. 2 = 25825 PEI ING HT = 25450 -WINDOW HT = 25100

GARAGE FFL = 22160





ELEVATION C
SCALE 1: 200



Colours Updated as Per External Selection Document

MATERIAL	SUPPLIER	COLOUR/SPECS	THUMBNAIL
DRIVEWAY	ТВС	Geostone in Daydream Exposed	THOMBICALL
ROOF	COLORBOND	Dover White	
GUTTER	COLORBOND	Dover White	
FASCIA	COLORBOND	Dover White	
DOWNPIPES	ТВС	Dover White	
EXTERNAL CLADDING	JAMES HARDIE	Scyon Linea 180mm in Taubmans Cotton Ball	
EXTERNAL TBC CLADDING		Deco Batten in Natural Curly Birch	
EXTERNAL TBC -		Taubmans Cotton Ball	69.00
WINDOWS	BRADNAMS	Pearl White	
FEATURE STONE	TBC	ТВС	
FRONT DOOR	TBC	ТВС	
SARAGE DOOR	TBC	Deco Batten in Natural Curly Birch	
BALCONY BALUSTRADE		Deco Batten in Natural Curly Birch	
EXTERNAL RENDER - PLANTER BOX	COLORBOND	Taubmans Cotton Ball	31200
ENCE	ТВС	Dover White	

DARTECH STUDIO

0424631155 E CDNTACT

DATE 29/02/24

ISSUE. SKYLIGHTS ADDED

REF E

CLIENT. BRAD MORRIS/MORRIS HOMES

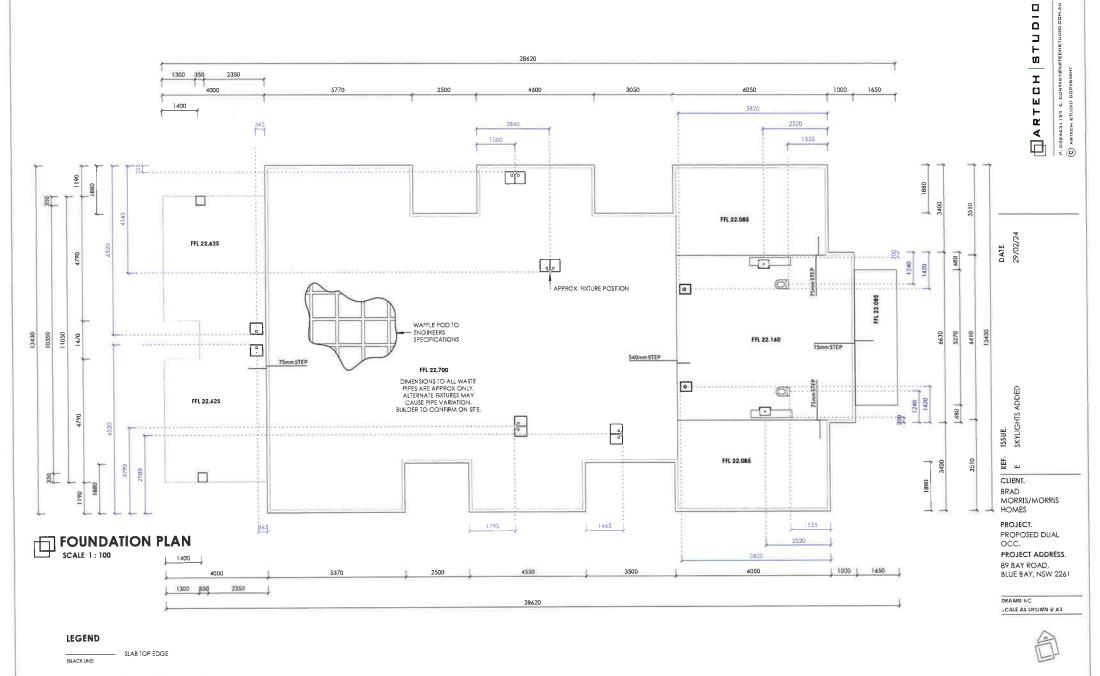
PROJECT:
PROPOSED DUAL
OCC:

PROJECT ADDRESS. 89 BAY ROAD, BLUE BAY, NSW 2261

DRAWNING SCALE AS SHOWN @ A3

STATE AS SHOWN @ A.

DRAWING REFERENCE



OUTSIDE FACE OF EXTERNAL WALL (GREY LINE)

NOTE:
DIMENSIONS ARE TO OUTSIDE FACE OF EXTERNAL WALL SLAB.
SLAB TOP EDGE IS 110mm WIDE REBATE



ADJ. SETBACK

350

POOL DETAILS
SCALE 1:50

350 | 500 |

DARTECH STUDIO

P. 0424631155 E. DDNTADT@ARTECHS (C) ARTECH STUDIO DDPVRIGHT

DATE. 29/02/24

(SSUE. SKYLIGHTS ADDED

CLIENT.
BRAD
MORRIS/MORRIS
HOMES

PROJECT.
PROPOSED DUAL
OCC.
PROJECT ADDRESS.
89 BAY ROAD,
BLUE BAY, NSW 2261

DRAWN: NC SCALE AS SHOWN @ A3

DRAWING REFERENCE



Annexure F

Schedule of Finishes and Inclusions



Disclosure Statement – Off the Plan Contracts



Disclosure Statement – Off the Plan Contracts

This is the approved form for the purposes of s66ZM of the Conveyancing Act 1919.

rris Property Investments Pty Ltd (ACN 665 985 580)	
posed Lots 1 & 2/89 Bay Road, Blue Bay 2261	
	posed Lots 1 & 2/89 Bay Road, Blue Bay 2261

TITLE STRUCTURE

been appointed?

Will the lot be a lot in a	⊠ No ☐ Yes	⊠ No ☐ Yes				
Will the lot also be subj Management Statemen Management Statemen	⊠ No □ Yes	⊠ No □ Yes				
Will the lot form part of	⊠ No □ Yes	⊠ No □ Yes				
precinct or neighbourho	ood scheme?	If Yes, please specif	If Yes, please specify scheme type:			
DETAILS						
Completion	Completion sh	all occur on the <u>later</u> o	f:	Refer to clause(s)	SEE SC 42	
	(a) 42 (days from the date of t	his	ciause(s)	•	
		itract; or				
	\ /	enty one (21) days afte				
	1	date the Vendors solid ifies the Purchasers	itor			
		citor in writing of the				
	registration of the Plan and					
		provided a copy of the				
	_	istered Plan and any of				
		ument that was regist	ered			
		h the Plan;				
	\ /	rteen (14) days after the dor has served on the				
	chasers an Ocupation					
	Cer	tificate				
Is there a sunset date?	☐ No ☑ Yes Can this date be ex		ded?	□ No ⊠ Yes	Refer to clause(s):	SC 38
Does the purchaser		See S		C 44		
pay anything more if	☐ No ⊠ Yes	Provide details, including relevant		nalty interest at 8% per annum o		
they do not complete on time?		clause(s) of contract:	balance of the Price plus Vendor legations of \$550 plus GST		dor legal	
			costs	01 \$350 b	ius (33)	
Has development approval been obtained?	□ No □ Yes	Development Approval No:			_	
Has a principal certifying authority	□ No □ Yes	Provide details:				

Can the vendor cancel the contract if an event preventing or enabling the development does or does not occur?	□ No	⊠ Yes	Provide details, including relevant clause(s) of contract:	See SC 37.2	
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АТ	ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)						
The	The following prescribed documents are included in this disclosure statement (select all that apply).						
	draft plan		draft community/precinct/neighbourhood/				
	s88B instrument proposed to be lodged with		management statement				
	draft plan		draft community/precinct/neighbourhood/				
\boxtimes	proposed schedule of finishes		development contract				
	draft strata by-laws		draft strata management statement				
	draft strata development contract		draft building management statement				