

# **Contract for DocuSign Transaction**

# Townhouse

# Agreement to electronic transaction and communication

The parties consent to the use of electronic communications and electronic signatures through DocuSign for this contract.

The purchaser acknowledge and agree that the any information required to be given to the purchaser may be given by electronic communication to:

- a) the email address(es) provided by the purchaser; and/or
- b) the email address for their solicitor

and may be given as an email attachment or by providing in the email a link to DocuSign or another electronic place (like a Drop-Box) allowing the download of those documents.

The email address given for the vendor's solicitor is the vendor's email address for electronic communications.

# This contract

This contract document is designed for formation through an electronic transaction by DocuSign.

The parties acknowledge and agree that:

- a) Docusign will record the date of each parties signature. This date reflects the date that the relevant party signed this contract and, subject to (b) below, is not to be interpreted as the date when this contract was made; and
- b) If for any reason:
  - i. this contract is signed by all parties; and
  - ii. the Docusign envelope has been completed;
  - iii. each party receives a copy of the completed Docusign contract; and

and no date appears in the contract date field on the Front Page, then the contract was made on the date that the vendor's solicitor signs this contract.

### CERTIFICATE UNDER SECTION 66W OF THE CONVEYANCING ACT 1919

l, of

certify that:

(a) I am a solicitor/licensed conveyancer currently admitted to practice in New South Wales.

(b) I am giving this certificate in accordance with section 66W of the *Conveyancing Act 1919* with reference to a contract for the sale of property being lot

in an unregistered plan of subdivision of Lot 234 in DP1266854 (Property) from

Intrapac Skennars Head Pty Ltd (ACN 609 488 780) (vendor) to

(purchaser) in order that there will be no cooling off period in relation to the contract.

(c) I do not act for the vendor and I am not employed in the legal practice of the solicitor acting for the vendor nor am I a member or employee of a firm of which a solicitor acting for the vendor is a member or employee.

- (d) I have explained to the purchaser:
  - The effect of the contract for the purchase of the Property.
  - The nature of this certificate.
  - That the effect of giving this certificate to the vendor is that there is no cooling off period in relation to the contract.

DATED:

Executed by

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# INFORMATION TO BE PROVIDED UNDER THE FOREIGN ACQUISITIONS AND TAKEOVERS ACT 1975

Purchaser's Name:

Lot No:

# PLEASE ONLY FILL OUT ONE SECTION BELOW DEPENDING ON WHETHER THE PURCHASER IS A NATURAL PERSON, CORPORATION OR TRUSTEE OF A TRUST.

Note: Foreign Person means a foreign person for the purposes of the Foreign Acquisitions and Takeovers Act 1975 (Cth).

THE PURCHASER IS A NATURAL PERSON	
Is the purchaser a Foreign Person:	YES □NO Ø
Address of purchaser	
	_
Tax File Number of purchaser (if applicable)	
The above mentioned information is correct to the best of my knowledge.	
Signed by Date	
THE PURCHASER IS A NATURAL PERSON	
THE PURCHASER IS A <b>NATURAL PERSON</b> Is the purchaser a Foreign Person:	YES □NO Ø
	YES □NO ☑
	YES □NO Ø
Is the purchaser a Foreign Person:	YES □NO Ø
Is the purchaser a Foreign Person:	YES □NO Ø
Is the purchaser a Foreign Person: Address of purchaser	YES □NO Ø
Is the purchaser a Foreign Person: Address of purchaser	YES □NO Ø
Is the purchaser a Foreign Person: Address of purchaser	YES □NO Ø
Is the purchaser a Foreign Person: Address of purchaser Tax File Number of purchaser (if applicable)	
Is the purchaser a Foreign Person: Address of purchaser Tax File Number of purchaser (if applicable) The above mentioned information is correct to the best of my knowledge.	

Executed by

# **Vendor Notice**

pursuant to Section 14-255, Schedule 1 of the Tax Administration Act 1953 (Cth)

Vendor:Intrapac Skennars Head Pty LtdVendor's ABN:83 609 488 780Vendor's business address:2/79 West Burleigh Road, Burleigh Heads QLD 4220Purchaser:Property:

The Vendor gives the Purchaser notice of the following:

- 1. the Property is classified as new residential premises under the GST Act.
- 2. the Purchaser is required to make a RW payment under section 14-250, Schedule 1 of the TA Act in relation to the supply of the Property;
- 3. the Vendor and the Purchaser acknowledge and agree that the sale of the Property will be a full taxable supply for the purposes of the GST Act and the margin scheme will be adopted;
- 4. the Purchaser is required to pay 7% of the price to the Commissioner of Taxation; and
- 5. the Purchaser must provide the Commissioner of Taxation with the RW Payment in the sum of \$

on the day that is the earlier of:

- a. the day on which the consideration for the supply of the Property is first made; and
- b. the day on which completion of the contract for the sale and purchaser of the Property between the Vendor and the Purchaser occurs.

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# Contract for the sale and purchase of land 2019 edition

	MEANING OF TERM Intrapac Real Estate Pty Lt	<b>eCOS ID:</b> d (ACN 628 596 261)	NSW D	<b>uty:</b> Phone: Fax: Ref:	
	Intrapac Skennars Head Pt				
vendor's solicitor	2/79 Burleigh Road Burleig Holding Redlich MLC Centre, Level 65, 19 M	Martin Place, Sydney NSW 2	2000	Phone: Fax: Ref:	02 8083 0392 02 8083 0388 19621990
date for completion land(address, plan details and title reference)	See clause 37.3 Proposed lot in the unre Part 234/1266854	Er gistered Strata Plan being p		(clause 15)	dingredlich.com DP1266854
improvements	<ul> <li>☑ VACANT POSSESSION</li> <li>☑ TOWNHOUSE</li></ul>		enancies ome unit	Carspac	ce
attached copies		f Documents as marked or n	umbered	d:	
A real estate agent is r	 permitted by <i>legislation</i> to	fill up the items in this bo	x in a sa	ale of residen	tial property.
inclusions	blinds     0       built-in wardrobes     1       clothes line     1	dishwasher Iigh fixed floor coverings I rar	nt fittings nge hood ar panel	i ⊡ stove I ⊡ pool e	equipment Itenna
exclusions					
guarantor					
purchaser purchaser's solicitor					
base price Total Customisations price deposit balance		(10% of the price			,
contract date		· ·	•		herwise stated) ract was made)

vendor			witness
		GST AMOUNT (optional) The price includes GST of: \$	
purchaser	JOINT TENANTS	tenants in common in unequal shares	witness

# Choices

vendor agrees to accept a <i>deposit-bond</i> (clause 3)	NO 🔽	🗌 yes	
proposed electronic transaction (clause 30)		<b>√</b> yes	
Tax information (the parties promise this is	correct as f	ar as each narts	vis awaro)
land tax is adjustable		ves ves	y 15 aware)
GST: Taxable supply		ves in full <b>√</b>	☐ yes to an extent
margin scheme will be used in making the taxable supply		V yes	
This sale is not a taxable supply because (one or more of the indicating in the course or furtherance of an enterprise by a vendor who is neither registered nor required to GST-free because the sale is the supply of a going conditional GST-free because the sale is subdivided farm land or input taxed because the sale is of eligible residential	e that the ver be registered oncern under farm land su	ndor carries on (s I for GST (sectior section 38-325 upplied for farmin	ection 9-5(b)) n 9-5(d)) g under Subdivision 38-O
Purchaser must make an <i>GSTRW payment</i> (residential withholding payment)	☐ no		
GSTRW Payment (GST residential withhole	ding payment	<del>) – further details</del>	
Frequently the supplier will be the vendor. However, sometimes is liable for GST, for example, if the supplier is a partnership, a truventure.			-
Supplier's name:			
Supplier's ABN:			
Supplier's GST branch number (if applicable):			
Supplier's business address:			
Supplier's email address:			
Supplier's phone number:			
Supplier's proportion of GSTRW payment:			
If more than one supplier, provide the above details for e	ach supplier.		
Amount purchaser must pay – price multiplied by the GSTRW rate	<del>(residential w</del>	ithholding rate)	
Amount must be paid: AT COMPLETION at another time (s	<del>pecify):</del>		
Is any of the consideration not expressed as an amount in money?		<del>yes</del>	
If "yes", the GST inclusive market value of the non-moneta	r <del>y consideratio</del>	ən: \$	
Other details (including those required by regulation or the ATO for			

## List of Documents

General	Strata or community title (clause 43 of the contract)
1 property certificate for the land	32 property certificate for strata common
2 plan of the land	property
3 unregistered plan of the land	33 plan creating strata common property
$\boxtimes$ 4 plan of land to be subdivided	🔲 34 strata by-laws
5 document to be lodged with a relevant plan	35 strata development contract or statement
6 section 10.7(2) planning certificate under	🗌 36 strata management statement
Environmental Planning and Assessment Act	🔲 37 strata renewal proposal
1979	🗌 38 strata renewal plan
7 additional information included in that certificate under section 10.7(5)	39 leasehold strata - lease of lot and common property
8 sewerage infrastructure location diagram (service	40 property certificate for neighbourhood
location diagram)	property
9 sewer lines location diagram (sewerage service)	41 plan creating neighbourhood property
diagram)	42 neighbourhood development contract
10 document that created or may have created an	43 neighbourhood management statement
easement, profit à prendre, restriction on use or	44 property certificate for precinct property
positive covenant disclosed in this contract	45 plan creating precinct property
11 planning agreement	46 precinct development contract
12 section 88G certificate (positive covenant)	47 precinct management statement
13 survey report	48 property certificate for community property
14 building information certificate or building	49 plan creating community property
certificate given under <i>legislation</i>	50 community development contract
15 lease (with every relevant memorandum or	51 community management statement
variation)	52 document disclosing a change of by-laws
16 other document relevant to tenancies	53 document disclosing a change in a
17 licence benefiting the land	development or management contract or
18 old system document	statement
19 Crown purchase statement of account	54 document disclosing a change in
20 building management statement	boundaries
21 form of requisitions	55 information certificate under Strata
22 clearance certificate	Schemes Management Act 2015
$\boxtimes$ 23 land tax certificate	56 information certificate under Community
	Land Management Act 1989
Home Building Act 1989	57 disclosure statement - off the plan contract
24 insurance certificate	58 other document relevant to off the plan
25 brochure or warning	contract
26 evidence of alternative indemnity cover	contract
Swimming Pools Act 1992	S9 other: See list of attachments
27 certificate of compliance	
28 evidence of registration	
29 relevant occupation certificate	
30 certificate of non-compliance	
31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address and telephone number To be appointed on registration of the strata plan.

# Additional Special Conditions

The parties agree that this contract is varied as follows:

SIGNED BY PURCHASER

# SIGNED BY THE VENDOR

**Executed** for and on behalf of **Intrapac Skennars Head Pty Ltd (ACN 609 488 780)** by Maxwell Shifman under registered power of attorney Book 4753 No 71 dated 27 November 2018:

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# IMPORTANT NOTICE TO VENDORS AND PURCHASERS Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

# WARNING—SMOKE ALARMS

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

# WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

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# COOLING OFF PERIOD (PURCHASER'S RIGHTS)

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

# DISPUTES

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

# AUCTIONS

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

#### WARNINGS 1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving: **APA Group NSW** Department of Education Australian Taxation Office **NSW Fair Trading** Council Owner of adjoining land Privacy **County Council** Department of Planning, Industry and Public Works Advisory Subsidence Advisory NSW Environment Department of Primary Industries Telecommunications Transport for NSW **Electricity and gas** Land & Housing Corporation Water, sewerage or drainage authority Local Land Services 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. If a consent to transfer is required under legislation, see clause 27 as to the 4. obligations of the parties. The vendor should continue the vendor's insurance until completion. If the vendor 5. wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance. The purchaser will usually have to pay transfer duty (and sometimes surcharge 6. purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties. 7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee). 8. The purchaser should arrange insurance as appropriate. 9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009. 10. A purchaser should be satisfied that finance will be available at the time of completing the purchase. 11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect

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 amount available to the vendor on completion.

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

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

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

adjustment date bank	the earlier of the giving of possession to the purchaser or completion; the Reserve Bank of Australia or an authorised deposit-taking institution which is a
Same	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 <i>TA Act</i> , that covers
	one or more days falling within the period from and including the contract date to
	completion;
deposit-bond	a deposit bond or guarantee from an issuer, with an expiry date and for an amount
,	each approved by the vendor;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's
	solicitor, or if no vendor's solicitor is named in this contract, the buyer's agent);
document of title	document relevant to the title or the passing of title;
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 <i>variation served</i> by a <i>party</i> ;
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 <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 <sup>th</sup> if not);
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
normally	subject to any other provision of this contract;
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
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;
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 <i>party</i> ;
settlement cheque	an unendorsed <i>cheque</i> made payable to the person to be paid and –
	<ul> <li>issued by a <i>bank</i> and drawn on itself; or</li> </ul>
	• if authorised in writing by the vendor or the vendor's <i>solicitor</i> , some other
	cheque;
solicitor	in relation to a party, the party's solicitor or licensed conveyancer named in this
TA A-(	contract or in a notice served by the party;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation within	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ,
work order	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 <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of
	the Swimming Pools Regulation 2018).
Deposit and other paym	nents before completion
The purchaser must pay	the deposit to the depositholder as stakeholder.

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

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**2** 2.1

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

# 3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if
  - 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
  - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as
  - 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
  - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser serves a replacement deposit-bond, the vendor must serve the earlier deposit-bond.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the deposit-bond
  - 3.9.1 on completion; or
  - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor
  - 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
  - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser
  - 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
  - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

# 4 Transfer

- 4.1 Normally, the purchaser must serve at least 14 days before the date for completion -
  - 4.1.1 the form of transfer; and
    - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must serve it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

# 5 Requisitions

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

# 6 Error or misdescription

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

#### 7 Claims by purchaser

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

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

### 8 Vendor's rights and obligations

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

### 9 Purchaser's default

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

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

### 10 Restrictions on rights of purchaser

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

- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;

10.1.6 a condition, exception, reservation or restriction in a Crown grant;

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- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

#### 11 Compliance with work orders

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

#### 12 Certificates and inspections

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

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

### 13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7)
  - 13.3.1 the party must adjust or pay on completion any GST added to or included in the expense; but
  - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
  - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern -
  - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
    - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
    - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows
      - if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
      - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
    - 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply -
  - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
  - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of
    - a breach of clause 13.7.1; or
    - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- If this contract says this sale is a taxable supply to an extent -
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
  - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a GSTRW payment the purchaser must -
  - 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
  - 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
  - 13.13.3 forward the settlement cheque to the payee immediately after completion; and
  - 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

## 14 Adjustments

13.9

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

#### 15 Date for completion

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

### 16 Completion

#### Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, 16.5 the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a party serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land. Purchaser
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or settlement cheque -16.7.1
  - the price less any:
    - deposit paid;
    - FRCGW remittance payable; •
    - GSTRW payment; and
    - amount payable by the vendor to the purchaser under this contract; and
  - any other amount payable by the purchaser under this contract. 16.7.2
- If the vendor requires more than 5 settlement cheques, the vendor must pay \$10 for each extra cheque. 16.8
- If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor 16.9 an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- On completion the deposit belongs to the vendor. 16.10

# Place for completion

- Normally, the parties must complete at the completion address, which is -16.11
  - 16.11.1 if a special completion address is stated in this contract - that address; or
    - if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually 16.11.2 discharge the mortgage at a particular place - that place; or
    - 16.11.3 in any other case - the vendor's solicitor's address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the 16.13 purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

#### 17 Possession

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

#### 18 **Possession before completion**

- This clause applies only if the vendor gives the purchaser possession of the property before completion. 18.1
- The purchaser must not before completion -18.2
  - let or part with possession of any of the property; 18.2.1
  - 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.
- The purchaser must until completion -18.3
  - 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.
- If this contract is rescinded or terminated the purchaser must immediately vacate the property. 18.6
- 18.7 If the parties or their solicitors on their behalf do not agree in writing to a fee or rent, none is payable.

#### **Rescission of contract** 19

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

19.2.4 BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

### 20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is -
  - 20.6.1 signed by a *party* if it is signed by the *party* or the *party*'s *solicitor* (apart from a direction under clause 4.3);
  - 20.6.2 served if it is served by the party or the party's solicitor,
  - 20.6.3 served if it is served on the party's solicitor, even if the party has died or any of them has died;
  - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
  - 20.6.5 served if it is sent by email or fax to the party's solicitor, unless in either case it is not received;
  - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
  - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay
  - 20.7.1 if the *party* does the thing personally the reasonable cost of getting someone else to do it; or
  - 20.7.2 if the *party* pays someone else to do the thing the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party*'s obligations under this contract.
- 20.13 Neither taking possession nor *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 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

### 21 Time limits in these provisions

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

# 22 Foreign Acquisitions and Takeovers Act 1975

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

# 23 Strata or community title

# Definitions and modifications

23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).

# 23.2 In this contract -

- 23.2.1 'change', in relation to a scheme, means -
  - a registered or registrable change from by-laws set out in this contract;
  - a change from a development or management contract or statement set out in this contract; or
    - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;

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- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are
  - normal expenses;
    - due to fair wear and tear;
    - disclosed in this contract; or
  - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.

# Adjustments and liability for expenses

- 23.5 The parties must adjust under clause 14.1
  - 23.5.1 a regular periodic contribution;
  - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
  - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- If a contribution is not a regular periodic contribution and is not disclosed in this contract –
   23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
  - 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 Normally, the purchaser cannot make a claim or requisition or rescind or terminate in respect of -
  - 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
    - 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
  - 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can rescind if -
  - 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
  - 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
  - 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
  - 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

### Notices, certificates and inspections

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

#### 24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the adjustment date -
  - 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
    - the purchaser assigns the debt to the vendor on completion and will if required give a further 24.1.2 assignment at the vendor's expense.

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- 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.
  - If the property is subject to a tenancy on completion -
- 24.4 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
    - a proper notice of the transfer (an attornment notice) addressed to the tenant; •
    - any certificate given under the Retail Leases Act 1994 in relation to the tenancy; •
    - a copy of any disclosure statement given under the Retail Leases Act 1994; •
    - a copy of any document served on the tenant under the lease and written details of its service, • if the document concerns the rights of the landlord or the tenant after completion; and
    - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
  - the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be 24.4.4 complied with by completion; and
  - the purchaser must comply with any obligation to the tenant under the lease, to the extent that the 24.4.5 obligation is disclosed in this contract and is to be complied with after completion.

#### 25 Qualified title, limited title and old system title

- This clause applies only if the land (or part of it) -25.1
  - is under qualified, limited or old system title; or 25.1.1
    - 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.
- 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 25.3 the purchaser before the contract date, the abstract or part is served on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document -
  - 25.4.1 shows its date, general nature, names of parties and any registration number; and
  - 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

#### 25.5 An abstract of title

- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 normally, need not include a Crown grant; and
- need not include anything evidenced by the Register kept under the Real Property Act 1900. 25.5.4
- 25.6 In the case of land under old system title -
  - 25.6.1 in this contract 'transfer' means conveyance;
  - the purchaser does not have to serve the form of transfer until after the vendor has served a proper 25.6.2 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 gualified title -

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

#### 26 Crown purchase money

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

#### 27 Consent to transfer

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

#### 28 Unregistered plan

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

### 29 Conditional contract

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

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of
  - either party serving notice of the event happening;
  - every party who has the benefit of the provision serving notice waiving the provision; or
  - the end of the time for the event to happen.

# 29.8 If the *parties* cannot lawfully complete without the event happening –

- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party serves* notice of the event happening.
- 29.9 A party cannot rescind under clauses 29.7 or 29.8 after the event happens.

# 30 Electronic transaction

- 30.1 This Conveyancing Transaction is to be conducted as an electronic transaction if -
  - 30.1.1 this contract says that it is an *electronic transaction*;
  - 30.1.2 the parties otherwise agree that it is to be conducted as an electronic transaction; or
  - 30.1.3 the conveyancing rules require it to be conducted as an electronic transaction.
- 30.2 However, this Conveyancing Transaction is not to be conducted as an electronic transaction -
  - 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
    - 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party*
- serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*. 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic* 
  - transaction
    - 30.3.1 each party must -

•

- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this Conveyancing Transaction is to be conducted as an electronic transaction -
  - 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
  - 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
  - 30.4.3 the parties must conduct the electronic transaction -
    - in accordance with the *participation rules* and the *ECNL*; and
    - using the nominated *ELN*, unless the *parties* otherwise agree;
  - 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
  - 30.4.5 any communication from one party to another party in the Electronic Workspace made
    - after the effective date; and
    - before the receipt of a notice given under clause 30.2.2;
    - is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
  - 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 Normally, the vendor must within 7 days of the effective date -
  - 30.5.1 create an *Electronic Workspace*;
  - 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
  - 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must
  - 30.6.1 *populate the Electronic Workspace with title data;*
  - 30.6.2 create and *populate* an *electronic transfer*,
  - 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
  - 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must
  - 30.7.1 join the *Electronic Workspace*;
  - 30.7.2 create and *populate* an *electronic transfer*,
  - 30.7.3 invite any incoming mortgagee to join the Electronic Workspace; and
  - 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace*
  - 30.8.1 join the *Electronic Workspace*;
  - 30.8.2 *populate the Electronic Workspace with mortgagee details*, if applicable; and
  - 30.8.3 invite any discharging mortgagee to join the Electronic Workspace.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace*
  - 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
    - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
    - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 30.10 Before completion, the parties must ensure that -
  - 30.10.1 all electronic documents which a party must Digitally Sign to complete the electronic transaction are populated and Digitally Signed;
  - 30.10.2 all certifications required by the ECNL are properly given; and
  - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the Electronic Workspace -
  - 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
  - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
  - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the Land Registry are inoperative for any reason at the completion time agreed by the parties, and the parties choose that financial settlement is to occur despite this, then on financial settlement occurring –
  - 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
  - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

be transferred to the purchaser:

- 30.14 A party who holds a certificate of title must act in accordance with any Prescribed Requirement in relation to the certificate of title but if there is no Prescribed Requirement, the vendor must serve the certificate of title after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things 30.15.1 holds them on completion in escrow for the benefit of; and

30.15.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

30.16 In this clause 30, these terms (in any form) mean -

details of the adjustments to be made to the price under clause 14;

the paper duplicate of the folio of the register for the land which exists

immediately prior to completion and, if more than one, refers to each such paper duplicate; the time of day on the date for completion when the *electronic transaction* is to be

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

the date on which the Conveyancing Transaction is agreed to be an electronic

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

transaction under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract

completion time

adjustment figures

certificate of title

settled; the rules made under s12E of the Real Property Act 1900;

the Electronic Conveyancing National Law (NSW);

conveyancing rules discharging mortgagee

ECNL effective date

electronic document

electronic transfer

*Digitally Signed* in an *Electronic Workspace*; 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*;

date;

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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;
 a land title that is Electronically Tradeable as that term is defined in the

electronically tradeable

incoming mortgageeconveyancing rules;incoming mortgageeany mortgagee who is to provide finance to the purchaser on the security of the<br/>property and to enable the purchaser to pay the whole or part of the price;mortgagee detailsthe details which a party to the electronic transaction must provide about any<br/>discharging mortgagee of the property as at completion;<br/>the participation rules as determined by the ECNL;<br/>to complete data fields in the Electronic Workspace; and<br/>the details of the title to the property made available to the Electronic Workspace<br/>by the Land Registry.

## 31 Foreign Resident Capital Gains Withholding

### 31.1 This clause applies only if -

- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

### 31.2 The purchaser must –

- 31.2.1 at least 5 days before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
  - 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
  - 31.2.3 forward the settlement cheque to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the FRCGW remittance.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation,* the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

# 32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017
  - 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
  - 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.



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# **Special Conditions**

TOWNHOMES

# **33.** Definitions and interpretations

## **33.1** Use of definitions in these Special Conditions

In these Special Conditions:

- (a) a term that is defined in the Printed Provisions has the meaning given to it in the Printed Provisions unless separately defined in these Special Conditions or unless the context indicates otherwise; and
- (b) each expression appearing on the Front Page under the heading "TERM" has the meaning given to it on the Front Page under the heading "MEANING OF TERM" unless it is defined in these Special Conditions or unless the context indicates otherwise.

## 33.2 References to clauses

Reference in the Special Conditions to clauses includes the clauses in the Printed Provisions.

### 33.3 Inconsistent clauses

In this Contract:

- (a) the clauses in these Special Conditions override the clauses in the Printed Provisions to the extent that they are inconsistent; and
- (b) the clauses in the Additional Special Conditions override **clauses 33** to **60** to extent that they are inconsistent.

# 33.4 Definitions

The following terms have these meanings, unless the context indicates otherwise

Additional Special Conditions means the additional special conditions, if any, attached to this contract;

Approval means any permit, approval, authority for, consent or licence;

ATO means the Australian Taxation Office;

**Authority** means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority;

Bank means an Australian owned bank as defined and registered under the Banking Act 1959 (Cth);

**Bank Guarantee** means a bank guarantee for the deposit, or part of the deposit, issued by an issuer satisfactory to the vendor, in its absolute discretion, and in a form satisfactory to the vendor, in its absolute discretion;

Building Manager has the meaning given to it in the Strata Management Act;



By-law means a by-law in a By-law Instrument;

**By-law Instrument** means an instrument setting out the terms of by-laws for the Strata Scheme that is registered with the Strata Plan;

**Business Day** means a day on which trading banks are open for business in the city of Sydney other than a Saturday or Sunday;

Claim means:

- (a) make a claim, including a claim for compensation;
- (b) make a requisition;
- (c) delay completion of this contract;
- (d) rescind this contract; or
- (e) terminate this contract;

Common Property means the common property of the Strata Scheme;

**Construction Certificate** means a construction certificate, as defined in the EPA Act, in respect to the construction of the Townhouse and Common Property as approved by the Development Consent, as modified at any time;

**Construction Contract** means a contract which includes in the scope of works to be carried out, the construction of the Townhouse and Common Property in accordance with the Development Consent;

Contractor means the contractor undertaking the construction works under the Construction Contract;

Conveyancing Act means the Conveyancing Act 1919 (NSW);

Corporations Act means the Corporations Act 2001 (Cth);

**Council** means Ballina Shire Council or the local government body whose municipality may at any time include the property;

Customisation Schedule means the schedule contained at Error! Reference source not found.;

Design Guidelines means the design guidelines contained at Annexure F;

Development means the vendor's staged subdivision of the Estate;

Development Activities includes:

- (a) any form of demolition work, excavation work or landscaping work within any part of the Estate;
- (b) any form of building work or work ancillary to or associated with building work within any part of the Estate, including the construction of civil works;



- (c) any form of work other than the forms of work referred to in paragraphs (a) and (b) of this definition that is considered necessary or desirable by the vendor, including carrying out any other works associated with or ancillary to the development and subdivision of any part of Estate;
- (d) placing on, erecting on or attaching to any part of Estate, temporary structures, scaffolding, building materials, fences, cranes and other machinery and equipment;
- (e) the subdivision and consolidation of land forming any part of Estate; and
- (f) the dedication of land forming any part of Estate;

Development Consent means DA 2020/242 issued by Council;

Development Lot has the meaning given to it in the Strata Act;

Development Site means the land comprised in 234/1266854;

**Disclosure Statement** means the document attached at **Annexure A**, being a disclosure statement for the purpose of section 66ZM of the Conveyancing Act and, if relevant, as amended under section 66ZO of the Conveyancing Act;

**Draft Instrument** means an unregistered instrument setting out terms of any easements, profits à prendre, restrictions on the use of land and positive covenants intended to be created or released pursuant to the Conveyancing Act on registration of the D based on or in or substantially in the form included in the Disclosure Statement;

Draft 1(d) Plan of Subdivision means the draft deposited plan included at Annexure B;

**Draft 1(d) s88B Instrument** means the unregistered instrument setting out the terms of proposed easement, positive covenant and restriction as to user which will be registered with the Draft 1(d) Plan of Subdivision and which is included at **Annexure C**;

**Draft By-law Instrument** means the unregistered instrument setting out the terms of proposed by-laws for the Strata Scheme included in the Disclosure Statement;

**Draft Strata Development Contract** means the unregistered strata development contract included in the Disclosure Statement;

Draft Strata Plan means the unregistered strata plan included in the Disclosure Statement;

**Draft Strata Plan Instrument** means the unregistered instrument setting out the terms of proposed easement, positive covenant and restriction as to user which will be registered with the Draft Strata Plan Subdivision and which is included in the Disclosure Statement;

**Estate** means the land formally comprised in Lot 6/1225206 known as The Coast Road, Skennars Head NSW 2478;

**Expert Determination Rules** means the expert determination rules of The Institute of Arbitrators and Mediators Australia current at the time the Expert Determinator is required to act. To the extent that the Expert Determination Rules are inconsistent with this contract, the terms of this contract prevail to the extent of that inconsistency, unless the parties agree otherwise in writing or (and irrespective of



what the parties may have agreed in writing) the Expert Determinator, in his sole and absolute discretion, regards the Expert Determination Rules as being more conducive to him being able to make a determination.

**Expert Determinator** means a person nominated by, and in the discretion of, the president for the time being of The Royal Australian Institute of Architects New South Wales Chapter, or if that body no longer exists, the Institute of Arbitrators and Mediators Australia, or such other similar body agreed to by the parties in writing.

Floor Plan means the relevant floor plan for the property as set out in Annexure D;

**FIRB Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth) and the regulations made under that Act;

**FIRB Approval** means the Commonwealth Government's approval under the FIRB Act of the purchaser's proposal to the purchase the property, or other notification by the Commonwealth Government stating that it has no objections to the purchaser's proposal to purchase the property;

**FIRB Form** means the document signed by the purchaser and provided to the vendor on the date of this Contract;

Front Page means the page 1 and 2 of this contract;

Garden Space means each garden space, if any, that comprises or forms part of the property;

Garage means each garage, if any, that comprises or forms part of the property;

**Grant or Granted** includes the making, granting, creating, dedicating or entering into of any Property Right;

**GST** means a tax payment under the GST Law;

**GST Law** means the *A New Tax System* (*Goods and Services Tax*) *Act 1999* (Cth), the regulations made under that Act and any related laws;

Guarantor means the person, if any, named as a guarantor on the Front Page;

**Guaranteed Money** means all amounts that, whether at law, in equity, under statute or otherwise, are payable, are owing but not currently payable or are contingently owing or that remain unpaid by the purchaser to the vendor at any time or that are reasonably foreseeable as likely, after that time, to fall within any of those categories for any reason;

**Guaranteed Obligations** means all the purchaser's express or implied obligations to the vendor in connection with this contract or any transaction contemplated by it;

Home Building Act means the Home Building Act 1989 (NSW).

Home Building Regulation means the Home Building Regulation 2014 (NSW).



**Infrastructure** means infrastructure or services to be constructed or installed on the Development Site as a condition of any development consent in respect to the Development Site or a requirement of an Authority or in any other circumstance;

**Initial Period** means the period commencing at the time of registration of the Strata Plan and ending at the conclusion of the first annual general meeting of the Strata Scheme.;

**Insolvency Event** means any of the following:

- (a) resolves to go into liquidation;
- (b) has a petition for its winding up presented;
- (c) enters into any scheme or arrangement with its creditors under the *Corporations Act 2001* (Cth);
- (d) has a receiver, administrator or official manager appointed to it; or
- (e) something analogous to any of paragraphs (a) to (d);

**Instrument** means the instrument, based on the Draft 1(d) s88B Instrument, that will be or has been, registered with the Plan of Subdivision, with or without changes permitted by this contract;

Interest Rate means 10% per annum;

**Intrapac Group** means related corporations or affiliated entities of the vendor, including Intrapac Property Pty Ltd and related entities;

**Law** means any lawful requirement that relates to or affects the land or its development or use whether that law or lawful requirement arises under statute, common law or pursuant to any act, statutory instrument, regulation, order, ordinance, by-law, notice or directive of any Authority or otherwise;

Material Particular has the meaning given to it in Section 66ZL of the Conveyancing Act;

**Normal Expenses** means normal operating expenses usually payable from the administrative fund of an owners corporation.

**Notice of Changes** means a notice of changes in the approved form served under section 66ZN of the Conveyancing Act;

OC Defect Date means 12 months after the date of registration of the Strata Plan;

**Occupation Certificate** means a certificate referred to in section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW);

Owners Corporation means the owners corporation constituted on registration of the Strata Plan;

**Plan of Subdivision** means the deposited plan, based on the Draft 1(d) Plan of Subdivision that will be, or has been, registered to create the land that will be subdivided by the Draft Strata Plan;

Price means the sum of Base Price and the Total Cost of Selected Options.



**Printed Provisions** means the form of contract for the sale and purchase of land published by The Law Society of New South Wales and The Real Estate Institute of New South Wales attached to this contract, which includes clauses 1 to 32;

**Property Right** means any easement, restrictions or covenants, any lease, agreement or arrangement, or any right or privilege;

Purchaser Defect Date means 12 months after the date of completion;

**Purchaser's Legal Representative** means the solicitor or conveyancer, if any, so described on the Front Page or such other solicitors or conveyancers as are notified from time to time to the Vendor's Legal Representative as being the solicitors or conveyancers of the purchaser;

**Rates** means any rates and charges imposed on the property, the Strata Scheme Land or any part of the Development Site by Council or by any other Authority but excludes land tax;

Registrar means the Registrar-General of NSW Land Registry Services;

**Registration or Registered** means in relation to the Plan of Subdivision, the issue by the Registrar of a notice confirming the registration of the Plan of Subdivision and Instrument;

**Registration Documents** means the Strata Plan and any other document registered with the Strata Plan;

**Registration Notice** means a notice served by the vendor which confirms that the Strata Plan has registered;

**Release or Released** includes the release, surrender or bringing to an end of a Property Right;

Requisitions means the requisitions set out in Annexure G of this contract;

Schedule of Finishes means the schedule of finishes included in the Disclosure Statement;

Special Fault means a defect or fault in the property that:

- (a) detrimentally affects the structure of the Townhouse;
- (b) because of its nature requires urgent attention;
- (c) can cause a significant risk of harm to persons in the property; or
- (d) makes the property uninhabitable;

Strata Act means the Strata Schemes Development Act 2015 (NSW);

Strata Regulation means the Strata Schemes Development Regulation 2016 (NSW);

Strata Managing Agent has the meaning given to it in the Strata Management Act;

Strata Management Act means the Strata Schemes Management Act 2015 (NSW);

Strata Management Regulation means the Strata Schemes Management Regulation 2016 (NSW).



**Strata Parcel** means the land comprising the lots and Common Property the subject of the Strata Scheme;

Strata Plan means the strata plan that is registered in respect of the Development Site;

Strata Scheme means the strata scheme constituted on registration of the Strata Plan;

**Strata Scheme Land** means the lot in the Plan of Subdivision which corresponds to lot 443 in the Draft 1(d) Plan of Subdivision;

Strata Schemes Legislation means the Strata Act and the Strata Management Act.

**Services** means water, sewerage, drainage, gas and electricity, telephone or other installations, services and utilities;

Special Conditions means clauses 33 to 60 and any Additional Special Conditions;

Sunset Date means 31 December 2025;

**Total Customisations** means the amount set out on page 1 being the total cost of upgrade selections as set out in Customisation Schedule

**Townhouse** means the residential townhouse and any associated balcony, courtyard, garage or garden that comprises of forms part of the property;

Vary or Variation includes the varying or amending of a Property Right; and

**Vendor's Legal Representative** means the vendor's solicitor, if any, described on the Front Page or such other solicitors as are notified from time to time to the Purchaser's Legal Representative as being the solicitor for the vendor.

### 33.5 Interpretation

- (a) In this contract, unless the context clearly indicates otherwise:
  - (i) a reference to this contract means this contract and any document that varies, supplements, assigns or novates this contract;
  - (ii) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and severally;
  - (iii) an agreement, representation or warranty on the part of 2 or more persons binds them jointly and severally;
  - (iv) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown and any other organisation or type of legal entity;
  - (v) including and includes are not words of limitation;
  - (vi) the words at any time mean at any time and from time to time;
  - (vii) the word **vary** includes add to, delete from or cancel;



- (viii) if a party is prevented from making any requisition or claim, delaying completion or rescinding or terminating the contract in connection with a matter disclosed in this contract, this includes any matter contemplated by the matter disclosed in contract;
- (ix) a reference to a clause, paragraph, schedule, attachment or annexure is a reference to a clause, paragraph, schedule, attachment or annexure of or to this contract;
- (x) a reference to a right or obligation of a party is a reference to a right or obligation of that party under this contract;
- a reference to any thing (including 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 2 or more of them collectively and to each of them individually;
- (xii) a reference to a natural person includes their personal representatives, successors, substitutes (including persons taking by novation) and permitted assigns;
- (xiii) a reference to a company includes its successors and permitted assigns;
- (xiv) a reference to a document is a reference to a document of any kind including a plan;
- (xv) where this contract refers to a body or authority that no longer exists, unless otherwise prescribed by law, the parties agree to the substitution of a body or authority having the same or substantially the same objects as the named body or authority;
- (xvi) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for and any subordinate legislation issued under that legislation or legislative provision;
- (xvii) a reference to a time is to that time in Sydney;
- (xviii) 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;
- (xix) a requirement in this contract to do any thing includes a requirement to ensure that thing is done;
- (xx) a word that is derived from a defined word has a corresponding meaning;
- (xxi) monetary amounts are expressed in Australian dollars;
- (xxii) the singular includes the plural and vice-versa;
- (xxiii) words importing one gender include all other genders; and
- (xxiv) date of completion means the actual date this contract completes.
- (b) Headings are inserted for convenience and do not affect the interpretation of this contract.
- (c) The table of contents of the additional provisions is inserted for convenience and no entry in it or the lack of an entry in it or a mistake in an entry in it affects the interpretation of this contract.



(d) Any provision of this contract which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this contract nor affect the validity or enforceability of that provision in any other jurisdiction.

### 33.6 Variation

This contract cannot be varied except by a later written document executed by all parties or if the parties agree, by an exchange of correspondence between the Vendor's Legal Representative and the Purchaser's Legal Representative.

### 33.7 Counterpart

This contract may be executed in a number of counterparts. All counterparts taken together constitute one instrument.

### 33.8 Claim limitation

- (a) **Clause 33.8(b)** is subject to the purchaser's rights under Division 10 of the Conveyancing Act, if any.
- (b) Despite any other clause in this contract, the purchaser must not Claim in connection with any difference between:
  - (i) a document included in the Disclosure Statement; and
  - (ii) the corresponding document registered by the NSW Land Registry Services.

#### 33.9 Expert Determination

- (a) A referral can be made to an Expert Determinator in accordance with this contract.
- (b) A referral is taken to have been made to an Expert Determinator when a request is made, in accordance with this contract, for an Expert Determinator.
- (c) The Expert Determinator acts as an expert and not as an arbitrator.
- (d) The Expert Determinator will apply the Expert Determination Rules, as qualified by this contract, in making a decision.
- (e) The Expert Determinator's decision in respect of a disagreement referred under any clause of this contract, including **clause 44**, is final, conclusive and binding for all purposes between the persons in disagreement in the absence of fraud or manifest error.
- (f) The costs of the determination are to be paid by the parties equally unless the Expert Determinator, in the Expert Determinator's sole and absolute discretion, directs otherwise.



### 34. Amendment of Printed Provisions

- (a) The following Printed Provisions are amended as set out in this clause 34(a):
  - (i) in the heading of clause 1, "(a term in italics is a defined term") is deleted;
  - (ii) in **clause 1**, the definition of "party" is amended by inserting after "purchaser", "but not the guarantor";
  - (iii) in **clause 1**, the definition of "serve" is replaced with:

"serve in writing on the other party or any other person specified;";

(iv) in **clause 1**, the definition of "depositholder" is replaced with:

"Vendor's Legal Representative";

- (v) clause 2.9 is deleted;
- (vi) clause 4.3 is replaced with:

"4.3 The vendor is not required to transfer the property to a person (**Subsequent Transferee**) other than the purchaser unless the purchaser delivers to the vendor on or before completion a deed executed by the purchaser and the Subsequent Transferee, in such form as the vendor reasonably requires (at the purchaser's cost) in which the purchaser directs the vendor to transfer the property to the Subsequent Transferee and the Subsequent Transferee agrees to comply with any provisions of this contract intended to have application after completion.";

(vii) clause 5.1 is replaced with:

"If a form of requisition is attached to this contract, then the purchaser is taken to have made those requisitions on the date that the vendor serves on the purchaser the Registration Notice".

- (viii) in **clause 5.2.1** "within 21 days after the contract date" is deleted and replaced with "within 10 days of the date that the vendor serves on the purchaser the Registration Notice";
- (ix) clause 7.1.1 is deleted;
- (x) in clause 7.2.2, "2.9" is replaced with "38.1";
- (xi) **clause 10.1** line 1 is replaced with:

"The purchaser cannot Claim in respect of-";

- (xii) in clauses 10.1.8 and 10.1.9, "substance" is replaced with "existence";
- (xiii) clauses 14.4, 14.5 and 14.7 are deleted;
- (xiv) in clause 20.6.1, "(apart from a direction under clause 4.3)" is deleted;



- (xv) clause 20.6.5 is replaced with clause 59.1(f);
- (xvi) clause 20.8 is replaced with:

"The provisions of this contract intended to have application after completion continue to apply despite completion."; and

- (xvii) clause 30.2.2 is amended by replacing "a party" with "the vendor";
- (xviii) **clause 30.4.1** is amended by replacing "the provisions of this clause" with "that provision of the contract will";
- (xix) clause 30.4.5 is deleted and replaced with "Any communication or notice from one party to another party in the Electronic Workspace is not taken to have been served for the purposes of this contract unless it is also served by anther means permitted by this contract";
- (xx) a new clause 30.4.7 is inserted as follows:

"30.4.7 this clause 30 applies";

- (xxi) **clause 30.5** is amended by replacing "within 7 days of the effective date" with "no later than 7 days prior to the date for completion";
- (xxii) clause 30.6 is deleted;
- (xxiii) clause 30.7 is amended by replacing "7" with "3";
- (xxiv) clause 30.10 is amended by replacing "At least one business day" with "On or";
- (xxv) clause 30.12 is amended by inserting after the words "either party" the words "unless that computer system (or those computer systems as the case may be) become(s) operable on the same day, after the completion time agreed by the parties, and the purchaser is unable to complete this contract on that day"; and
- (xxvi) clauses 3, 13, 16.6, 19.2.3, 23, 24, 25, 28 and 29 are deleted.

### 35. Vendor Disclosures

### 35.1 Development of Estate and creation of Stage 1(d)

- (a) The vendor discloses that as at the contract date it is intended that:
  - (i) the vendor will develop the land comprising the Development Site in stages;
  - (ii) the Development Site will be subdivided by the Plan of Subdivision to create:
    - (A) 41 residential lots;
    - (B) the Strata Scheme Land;



- (C) a number of other parcels that will be the subject of further stages of development; and
- (D) a drainage reserve and public reserve;
- (iii) the vendor will register the Draft 1(d) s88B Instrument with the Draft 1(d) Plan of Subdivision which may create easements, restrictions on the use of land and positive covenants which affect the Strata Scheme Land (Affectations);
- (iv) these Affectations may be noted on the folio identifier of the Common Property when it is created; and
- (v) these Affectations are additional to those disclosed in the Draft Strata Plan Instrument.
- (b) The vendor draws the purchaser's attention to the Draft 1(d) Plan of Subdivision and Draft 1(d) s88B Instrument which are included in this contract at **Annexure B** and **Annexure C** respectively.

### 35.2 Staged Strata

- (a) The vendor discloses that as at the contract that the vendor intends to:
  - (i) develop the Strata Scheme Land over 5 stages;
  - (ii) firstly subdivide the Strata Scheme Land by the Strata Plan to create:
    - (A) 11 residential lots;
    - (B) 4 Development Lots; and
    - (C) the Common Property,

### (Stage 1 Development); and

- (iii) then subsequently subdivide the 4 Development Lots in separate stages to create residential lots and Common Property.
- (b) Without limiting the provisions of the Draft Strata Development Contract, the vendor discloses and the purchaser acknowledges that:
  - (i) the property forms part of Stage 1 Development; and
  - (ii) the development of Development Lots may:
    - (A) cause noise, dust, vibration and visual impact; and
    - (B) limit the purchaser's access or use of the Common Property.



(c) The vendor draws the purchaser's attention to the Draft Strata Development Contract.

## 35.3 Draft Strata Plan

- (a) Without limiting any other clause in this contract, the vendor discloses that it intends to make amendments to the Draft Strata Plan it deems appropriate or which are required to obtain registration including the following amendments:
  - (i) noting Lots 16 to 27 inclusive as Lot 12;
  - (ii) noting Lots 28 to 34 inclusive as Lot 13;
  - (iii) noting Lots 35 to 40 inclusive as Lot 14;
  - (iv) noting Lots 41 to 48 inclusive as Lot 15; and
  - (v) attaching a concept plan that complies with section 77 of the Strata Act.
- (b) The vendor discloses that Lots 16 to 48 shown on the Draft Strata Plan are for indicative and by way of illustration only and there may be changes to these lots including the number of lots, dimensions, locations and areas of lots.

### 35.4 Construction Certificate

The vendor discloses that it is a condition of the Development Consent that the vendor:

- (a) obtain a subdivision certificate for the Draft 1(d) Plan of Subdivision; and
- (b) lodge the Draft 1(d) Plan of Subdivision for registration with NSW Land Registry Services before it can obtain the Construction Certificate.

### 35.5 Appointment of Strata Managing Agent and Strata Building Manager

- (a) The vendor intends, but is not obliged, to do the following in connection with the management of the Strata Scheme:
  - (i) procure the appointment by the Owners Corporation of a Strata Managing Agent for the Initial Period and procure the Owners Corporation to enter into an agency agreement with the Strata Managing Agent; and
  - (ii) procure the appointment by the Owners Corporation of a Building Manager for the Initial Period and procure the Owners Corporation to enter into an agreement with the Building Manager.
- (b) The vendor discloses the following about the Strata Managing Agent to be appointed by the Owners Corporation for the Initial Period:
  - (i) the Strata Managing Agent will be will be a person nominated by the vendor; and
  - (ii) the vendor does not know the amount of the fee which will be payable to the Strata Managing Agent under the agreement for the Initial Period, although the vendor warrants it will be reasonable given market conditions.



- (c) The vendor discloses the following about the Building Manager to be appointed by the Owners Corporation for the Initial Period:
  - (i) the Building Manager will be a person nominated by the vendor; and
  - (ii) the vendor does not know the amount of the fee which will be payable to the Building Manager under the agreement for the Initial Period, although the vendor warrants it will be reasonable given market conditions.

### 35.6 Dual Water Supply Plumbing Policy

- (a) The vendor discloses and the purchaser acknowledges that the Development Consent requires the vendor to create on the title for the property:
  - (i) a positive covenant which states that no plumbing may be installed on the property unless it has provision for recycled (non potable) water plumbing and facilities in accordance with Council's Dual Water Supply Plumbing Policy; and
  - a positive covenant which states that the owner of the property must not complete any contract for sale until a Dual Water Supply Cross-Connection Audit Certificate of Compliance is obtained.

### 35.7 Encumbrances

- (a) Without limiting other disclosures in this contract regarding encumbrances, the purchaser acknowledges that the property is sold subject to:
  - (i) the encumbrances disclosed in this contract;
  - (ii) any reservations under any instrument, order, plan, scheme or regulation made by any Authority empowered by any legislation to control the use of the property; and
  - (iii) any easements, expressed or implied, affecting the property.
- (b) The purchaser acknowledges that:
  - (i) sewers, drains or other services may lay outside registered easements; and
  - (ii) the property may be subject to unregistered easements in relation to pipes, connections or structures, including those belonging to an Authority, which may not have been disclosed to the vendor, which may not be disclosed in this contract and which may not be apparent from an inspection of the property.

#### 35.8 Lot references and address of the property

- (a) The vendor discloses and the purchaser acknowledges:
  - (i) the lot number for the property in the Strata Plan may be different from the lot number for the property in the Draft Strata Plan referred to on the Front Page;



- (ii) the total number of lots shown as being created by the Draft Strata Plan may be different from the total number of lots actually created by the Strata Plan; and
- (iii) the street address of the property is not known at the contract date.

### 35.9 Consolidation of lots

- (a) The vendor discloses and the purchaser acknowledges that the vendor may, but is not obliged to, consolidate into one lot certain lots in the Draft Strata Plan.
- (b) The purchaser agrees that if the vendor takes the action referred to in **clause 35.9(a)** then that action may result in differences between the numbering of lots in the Draft Strata Plan and the numbering of lots in the Strata Plan.

### 35.10 By-laws

- (a) As at the contract date the vendor intends to register the Draft By-law Instrument as the by-laws for the Strata Scheme.
- (b) The purchaser acknowledges and agrees that the vendor may need to register additional by-laws in order to comply with the terms of the Development Consent or the requirements of an Authority, including:
  - (i) a by-law prohibiting lots from constructing rooftop terraces without Council approval;
  - (ii) a by-law regulating bin collection and other waste management items;
  - (iii) a by-law requiring the property to comply with the requirements set out in Ballina DCP 2021 Chapter 2 Section 3.6 'Mosquito Management'; and
  - (iv) a by-law prohibiting the erection of clothes drying lines in garages or front courtyard areas.

## 35.11 Views

The Strata Scheme will be located in an area that is adjacent to other buildings and possible building sites. The views from the Strata Scheme including the Townhouse may be impacted or obstructed by other buildings (either built as at the date of this contract or yet to be built), or building sites.

### **35.12** Design Guidelines

The vendor discloses that at the contract date the Design Guidelines are the intended guidelines for the purpose of section 6 of the Draft By-law Instrument.

### 35.13 Floor Plans

The purchaser acknowledges that in respect to the Floor Plan:

(a) any furniture, chattels or non-fixed items shown on the Floor Plan are indicative and by way of illustration only and these items are not included in the sale of the property unless otherwise specified in the Schedule of Finishes; and



(b) the position of furniture and furnishings shown on the Floor Plan should not be taken to be indicative of final positions of power points, TV connection points and the like.

### **35.14 Unit Entitlements**

The purchaser acknowledges and agrees that:

- (a) the unit entitlement for each lot in the Strata Plan must be determined in accordance with the Strata Act;
- (b) the Strata Regulation provides that the unit entitlements cannot be determined more than 2 months prior to the vendor applying for its strata certificate; and
- (c) the effect of clauses 35.14(a) and 35.14(b) is that the vendor:
  - (i) cannot accurately ascertain the unit entitlements at the contract date; and
  - (ii) the unit entitlements disclosed in the Draft Strata Plan, if any, may be amended to comply with the requirements of the Strata Act.

#### 35.15 No Claim

- (a) The purchaser warrants that it:
  - (i) is aware of the matters disclosed in this **clause 35**;
  - (ii) is aware that the matters disclosed may result in the Disclosure Statement being or becoming inaccurate in relation to a Material Particular or more than one Material Particular;
  - (iii) has considered and obtained appropriate advice in relation to the effect of the matters disclosed and how these matters may impact the purchaser, including the purchaser's use or enjoyment of the property;
  - (iv) will not be materially prejudiced by:
    - (A) any of the matters disclosed; or
    - (B) the Disclosure Statement being or becoming inaccurate in relation to any Material Particular because of any of the matters disclosed.
  - (v) The purchaser must not Claim in connection with any:
    - (A) matter disclosed in this **clause 35**; or
    - (B) change or inaccuracy that arises in connection with any matter disclosed in this clause 35.

### 36. Home Building Act

TOWNHOMES

#### 36.1 Acknowledgement

The purchaser acknowledges that:

- (a) the construction of the Townhouse has not commenced and the vendor not required to attach the certificate of insurance to this contract;
- (b) a certificate of insurance is not attached to this contract; and
- (c) the Home Building Act requires residential building work to be insured.

#### 36.2 Vendor to provide certificate of insurance

- (a) The vendor must provide a certificate of insurance in respect of any residential building work (as required by section 96A(1) of the Home Building Act) to the purchaser within 14 days after the contract of insurance in respect of that work is made.
- (b) The purchaser may rescind this contract if the vendor fails to provide the certificate of insurance within the period referred to in **clause 36.2(a)**.

#### 36.3 Consumer Building Guide

The purchaser acknowledges that the "Consumer Building Guide" produced by the Office of Fair Trading and attached to this contract at **Annexure E**, satisfies the vendor's obligations under section 96A(1A) of the Home Building Act.

#### 37. Completion

## 37.1 Price

The purchaser must pay the price and any other amount payable by the purchaser under this contract to the vendor (on behalf of the vendor) or as the vendor directs by no later than 4:30pm on the date for completion. The price must be paid by Bank cheque, unless this is an electronic settlement and **clause 30** applies.

#### 37.2 Completion time

Completion must occur between 9am and 4.30 pm on the date for completion.

#### **37.3** Date for Completion

The date for completion is the date that is the later of:

- (a) 30 days after the contract date;
- (b) 21 days after the date the vendor serves on the purchaser the Registration Notice;
- (c) 21 days after the date the vendor serves on the purchaser the Registration Documents;
- (d) 14 days after the vendor serves on the purchaser the Occupation Certificate; and



(e) if the vendor serves a Notice of Changes on the purchaser, 21 days after the date the vendor serves the Notice of Changes.

### **37.4** Interest for delays

- (a) If the purchaser completes this contract but cannot do so on or before the date for completion, then on completion:
  - (i) the purchaser must pay the vendor interest at the Interest Rate on:
    - (A) the balance of the price; and
    - (B) any other amount payable on completion by the purchaser to the vendor under this contract,

from but excluding the date for completion to and including the date of completion; and

- (ii) despite **clause 14**, adjustments are to be made as at the earlier of:
  - (A) the date of completion; and
  - (B) the date possession of the property is given to the purchaser.
- (b) The purchaser cannot require the vendor to complete this contract unless the interest payable under this **clause 37.4** is paid to the vendor on completion.
- (c) The vendor may, in its absolute discretion, complete this contract without receiving the interest payable under this **clause 37.4**.
- (d) If the vendor completes this contract in accordance with **clause 37.4(c)**, then the vendor reserves its right to claim interest under this **clause 37.4** after completion and this right will not merge on completion.

#### 37.5 Notice to complete

- (a) If this contract is not completed on the date for completion, the party not in default may serve a notice to complete on the defaulting party making the time for completion of this contract essential.
- (b) A period of 14 days after the date of service of any notice to complete is a reasonable time for requiring completion of this contract.
- (c) The notice to complete may nominate an hour of the day during business hours by which completion must take place in which event completion at or by the hour of the day specified is essential.
- (d) A party that serves a notice to complete may withdraw its notice at any time prior to the expiry of the notice to complete by written notice to the other party and without prejudice to its right to serve a further notice to complete.



### **37.6** Reimbursement of Legal Fees

- (a) If a party is entitled to serve a notice to complete and serves such notice, the party receiving the notice must, if requested by the party serving the notice, pay to the solicitor of the party serving the notice, on completion, the sum of \$440 (which includes GST of \$40) which the party receiving the notice agrees is a genuine pre-estimate of the legal costs incurred by the party serving the notice, in connection with the service of the notice to complete and the circumstances which resulted in its service.
- (b) If the purchaser makes an appointment for settlement with the vendor and subsequently cancels settlement, then the purchaser must pay to the Vendor's Legal Representative on completion, the sum of \$330 (which includes GST of \$30), which the purchaser agrees is a genuine pre-estimate of the legal costs incurred by the vendor in preparing for the cancelled settlement.

### 37.7 Risk for misdirected payments

The party that bears the risk of a misdirected payment under this contract is determined as follows:

- (a) where the payment is made to a place fraudulently specified in a notice purporting to be from the payee, the payer bears the risk if the payer did not take reasonable steps to authenticate the notice and otherwise the payee bears the risk;
- (b) if **clause 37.7(a)** does not apply and the payment is misdirected because of an error by a party in a written communication, the party that made the error bears the risk; and
- (c) in any other cases the person responsible for the misdirection bears the risk.

### 38. Deposit

#### 38.1 Investment of deposit

The parties direct the depositholder:

- to invest the deposit with a bank in New South Wales nominated by the vendor in an interestbearing account at call in the depositholder's name as stakeholder in trust for the vendor and the purchaser with interest to be reinvested;
- (b) when requested by the vendor, to withdraw the deposit and interest earned on the deposit, less any deductions under clause 38.2(h), and reinvest the sum withdrawn with another bank in New South Wales nominated by the vendor;
- (c) when requested by the vendor, to withdraw the deposit and interest earned on the deposit in anticipation of completion;
- (d) to pay the deposit on completion, rescission or termination of this contract (whichever occurs) to the person entitled to receive it; and
- (e) to pay the interest earned on the deposit, less any deductions under **clause 38.2(h)**, in accordance with this **clause 38**.



#### 38.2 Interest on deposit

- (a) Subject to **clause 38.2(j)**, the vendor and the purchaser are entitled to the interest earned on the deposit, less any deductions under **clause 38.2(h)**, in equal shares.
- (b) Prior to the date for completion and for the purposes of **clause 38.2(g)**, the purchaser must provide the depositholder with the purchaser's bank account details, or the Purchaser's Legal Representative's details, including the account number, BSB, name of banking institution.
- (c) The parties acknowledge and agree that the depositholder is not required to pay the purchaser's share of interest (if any) into a bank account unless the account is held in the name of the purchaser or the Purchaser's Legal Representative.
- (d) The depositholder may pay any share of interest to which the purchaser is entitled to:
  - (i) the Purchaser's Legal Representative; or
  - (ii) the purchaser,

and payment may be made by way of a transfer or deposit to a bank account or by way of a cheque.

- (e) The parties direct the depositholder to pay to the vendor the purchaser's share of the interest, if any, earned on the deposit if the purchaser does not comply with **clause 38.1(b)**, including but not limited to:
  - (i) providing incorrect or insufficient account details; or
  - (ii) providing the name of an account not held in the name of the purchaser.
- (f) If the purchaser's share of interest is paid to the vendor in accordance with **clause 38.2(d)**, the parties agree that the purchaser has forfeited its right to receive any share of the interest earned on the deposit under this contract and the vendor is entitled to retain all of the interest earned.
- (g) The depositholder may pay any share of interest to which the purchaser is entitled to the purchaser's solicitor or the purchaser's bank account notified in accordance with **clause 38.2(b)**.
- (h) Bank charges and government charges, fees and taxes are to be deducted from the interest earned on the deposit before payment is made under this **clause 38.2**.
- (i) The party entitled to the deposit on completion, rescission or termination of this contract (whichever occurs) bears the risk of loss of the deposit.
- (j) The party entitled to the deposit in circumstances where this contract is not completed is entitled to any interest earned on the deposit.
- (k) The parties must give the depositholder their tax file numbers on or before the date on which the deposit is invested in accordance with this **clause 38.1**.



- (I) The parties, until the party entitled to the deposit is determined, at which time that party solely, must keep the depositholder indemnified from any tax that may become payable on interest accruing on the deposit.
- (m) Despite any other term of clause 38, if the vendor, acting reasonably, considers the interest earned on the deposit is likely to be less than \$300.00, the parties direct the depositholder to instead hold the deposit in trust. If so directed, the depositholder will hold the deposit in trust and no interest will be earned on the deposit. The purchaser must not Claim if the vendor has directed the depositholder under this clause 38.2(m).
- (n) The parties indemnify the depositholder for any liability the depositholder has with respect to the investment of the deposit or the payment of interest earned on it. This obligation is the several liability of the parties in proportion to their respective rights to be paid the interest earned on the deposit and is given in consideration of the depositholder agreeing to hold the deposit. The parties acknowledge and agree that the depositholder is under no obligation to obtain a particular rate of interest in respect of the investment of the deposit, if applicable, under this clause 38.

## 39. Bank Guarantee provided as security for deposit

### **39.1** Application of this clause

If the vendor accepts a Bank Guarantee this **clause 39** applies.

### 39.2 Expiry date of the Bank Guarantee

- (a) The purchaser agrees that if the expiry date of the Bank Guarantee is at any time earlier than 2 months after the Sunset Date, the purchaser must, no later than 2 months before the expiry date of the Bank Guarantee, deliver to the vendor a substitute Bank Guarantee with an expiry date no earlier than 2 months after the Sunset Date.
- (b) If a substitute Bank Guarantee required to be provided under **clause 39.2(a)** is not delivered within the specified time the purchaser is taken to have not complied with this contract in an essential respect.

### 39.3 Payment on completion

- (a) On completion the purchaser must pay the amount stipulated in the Bank Guarantee to the vendor by unendorsed bank cheque.
- (b) If the purchaser complies with **clause 39.3(a)**, the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.

### 39.4 Payment before completion

- (a) At any time before completion, the purchaser can pay the amount stipulated in the Bank Guarantee to the depositholder by unendorsed bank cheque.
- (b) If the purchaser makes a payment under **clause 39.4(a)**:



- the amount paid is to be treated in all respects as though it was received under clause 2 as the deposit or part of the deposit, as the case may be, paid to the depositholder before completion; and
- (ii) the vendor must promptly after receipt of the payment return the Bank Guarantee to the purchaser.

### **39.5** Vendor can make a demand

- (a) If the purchaser does not comply with this contract in an essential respect, or the vendor rescinds or terminates this contract, the vendor can (without limiting any other rights the vendor may have) demand payment from the issuer of the Bank Guarantee of part or all of the amount stipulated in the Bank Guarantee.
- (b) The purchaser must not obtain or seek to obtain an injunction to prevent the vendor from demanding payment from the issuer of the Bank Guarantee.

### **39.6** Obligation to replace the Bank Guarantee

Without limitation, if for any reason:

- (a) the Bank Guarantee becomes invalid, void or if a demand on the Bank Guarantee is not immediately honoured;
- (b) an Insolvency Event occurs in respect to the issuer of the Bank Guarantee; or
- (c) completion has not occurred by the date that is 1 calendar month before the expiry date, if any, of the Bank Guarantee,

the vendor can serve notice on the purchaser requiring the purchaser to deliver to the vendor a substitute Bank Guarantee within 7 days' time being of the essence.

### 40. Upgrades

- (a) The purchaser may make customised upgrade selection from the vendor's available upgrade options by selecting relevant upgrade from Customisation Schedule on the making of this contract, time being essential.
- (b) The purchaser acknowledges that the price includes the Total Customisations.
- (c) If the purchaser does not make an upgrade selection in accordance with **clause 40(a)**, then no upgrades will apply for the property and the purchaser cannot Claim in connection with any matter referred to in this **clause 40**.
- (d) If the purchaser does make an upgrade selection in accordance with **clause 40(a)**, the purchaser acknowledges that the vendor installing the upgrade may result in the Disclosure Statement being or becoming inaccurate in relation to a Material Particular or more than one Material Particular.
- (e) The purchaser warrants that it will not deem itself materially prejudiced by:
  - (i) the vendor installing the upgrade referred to in Customisation Schedule; or



(ii) the Disclosure Statement being or becoming inaccurate in relation to a Material Particular because of the vendor has installed the upgrade referred to in Customisation Schedule.

## 41. Purchaser's representations and agreements

### 41.1 Purchaser's representations and agreements

The purchaser represents and agrees that:

- (a) the purchaser was not induced to enter into this contract by and did not rely on any representations or warranties about the subject matter of this contract (including representations or warranties about the nature or the fitness or suitability for any purpose of the property or about any financial return or income to be derived from the property) except those representations and warranties set out in this contract;
- (b) in entering into this contract the purchaser has relied entirely on:
  - (i) such inspection of the property as is practicable at the contract date; and
  - (ii) enquiries relating to the property,

made by or on the purchaser's behalf;

- (c) the purchaser has obtained or has been in a position to obtain appropriate independent advice on and is satisfied about:
  - (i) the purchaser's obligations and rights under this contract;
  - (ii) the nature of the property and the purposes for which the property can be lawfully used; and
  - (iii) all things disclosed by the vendor in this contract.

### 41.2 True and not Misleading

The purchaser acknowledges and agrees that the vendor has entered into this contract on the basis that the representations and agreements contained in **clause 40** are true and not misleading.

## 42. Selling Agent

- (a) The purchaser warrants that it was not introduced to the property, the vendor directly or indirectly by any agent other than the vendor's agent referred to on the Front Page, if any.
- (b) The purchaser indemnifies and will keep indemnified the vendor, as applicable, from and against:
  - (i) any claim for commission which may be made by an agent as a result of a breach of the purchaser's warranty contained in **clause 42(a)**; and
  - (ii) all costs incurred by the vendor, as applicable, as a result of any such claim for commission.

### 43. Construction of Townhouse

- (a) Before completion the vendor must construct the Townhouse and Common Property in a proper and workmanlike manner.
- (b) A certificate from the vendor's project manager stating that the vendor has fulfilled the vendor's obligations under **clause 43(a)** is conclusive and binding between the parties.
- (c) The purchaser must not Claim because there is a difference between the Townhouse as shown in the Floor Plan and the Townhouse as actually constructed, including a difference in the lay-out of the Townhouse.

### 44. Changes To Finishes and Items

- (a) Before completion the vendor must in a proper and workmanlike manner:
  - (i) subject to **clause 44(b)**, finish the property and the Common Property as referred to in the Schedule of Finishes; and
  - (ii) subject to **clause 44(g)**, install in the property and the Common Property the items referred to in the Schedule of Finishes.
- (b) The purchaser acknowledges and agrees that the scheme selections are as depicted in the development display suite which is located at Aureus Sales Centre, The Coast Road, Skennars Head NSW 2478.
- (c) For the purposes of the Schedule of Finishes, the purchaser has made a scheme selection only if the purchaser has made a selection and executed the Customisation Schedule on or before the contract date.
- (d) For the purposes of **clause 44**, the parties agree that a scheme selection and Customisation Schedule is not complete if:
  - (i) no selection has been made;
  - (ii) more than one selection has been made; or
  - (iii) if the purchaser submits a Customisation Schedule noting that they have decided to make their selection after the contract date.
- (e) If, for any reason, a completed and executed Customisation Schedule is not given to the vendor's solicitor on or before the contract date the vendor can make a scheme selection in its absolute discretion and the purchaser cannot Claim in connection with the vendor's selections.
- (f) The vendor can change any finish in the property or the Common Property referred to in the Schedule of Finishes to a different finish, selected by the vendor in its absolute discretion, but that finish must be of a similar quality to the finish referred to in the Schedule of Finishes.



- (g) The vendor can change any item to be installed in the property or the Common Property referred to in the Schedule of Finishes to a different item, selected by the vendor in its absolute discretion, but that item must be of a similar quality to the item referred to in the Schedule of Finishes.
- (h) The purchaser warrants that it:
  - (i) is aware of the matters disclosed in this clause 44;
  - (ii) is aware that the matters disclosed may result in the Disclosure Statement being or becoming inaccurate in relation to a Material Particular or more than one Material Particular;
  - (iii) has considered and obtained appropriate advice in relation to the effect of the matters disclosed and how these matters may impact the purchaser, including the purchaser's use or enjoyment of the property;
  - (iv) will not be materially prejudiced by:
    - (A) any of the matters disclosed;
    - (B) a change in the Schedule of Finishes provided that the change in finish is of a similar quality to the finish referred to in the Schedule of Finishes; or
    - (C) the Disclosure Statement being or becoming inaccurate in relation to any Material Particular because of any of the matters disclosed.
- (i) The purchaser must not Claim in connection with any:
  - (i) matter disclosed in this clause 44; or
  - (ii) change or inaccuracy that arises in connection with any matter disclosed in this **clause 44.**

### 45. Vendor's obligation to repair

- (a) The purchaser must serve notice of any Special Fault immediately after the purchaser becomes aware of it.
- (b) Before completion the vendor must repair in a proper and workmanlike manner, at the vendor's expense, any Special Fault of which notice has been served by the purchaser before completion.
- (c) Before completion the purchaser cannot serve notice under **clause 45(e)** or otherwise about any defects or faults in the property other than Special Faults.
- (d) Despite clause 45(c), the purchaser can, before completion, communicate with the vendor or the vendor's agent, but not the vendor's solicitor, about matters affecting the property that may be defects or faults for the purposes of clause 45(e), but the vendor need not do anything before completion in connection with any such matter as a result of such communication.
- (e) If the purchaser is of the opinion that there are defects or faults in the property due to faulty materials or workmanship (including Special Faults but excluding minor shrinkage and minor



settlement cracks), the purchaser may serve notice on the vendor which specifies each of those defects or faults.

- (f) The purchaser can only serve notice under **clause 45(e)** in respect of defects or faults other than Special Faults during the 14 days immediately after completion and the 14 days immediately preceding the Purchaser Defect Date.
- (g) If notice is not served within the time periods specified in **clause 45(f)**, but without limiting any other rights the purchaser may have, the vendor is not obliged to repair the defects or faults specified in that notice.
- (h) Upon receiving a notice served under clause 45(e), and unless the purchaser withdraws the notice or the matter is referred to an Expert Determinator under this clause 45, the vendor must repair in a proper and workmanlike manner, at the vendor's expense, and within a reasonable time after notice has been served by the purchaser, any defects or faults in the property specified in that notice.
- (i) If the Owners Corporation receives a notice from a purchaser of a lot in the Strata Scheme which states that in the opinion of that purchaser there are defects or faults in the Common Property due to faulty materials or workmanship (including Special Faults but excluding minor shrinkage and minor settlement cracks), the Owners Corporation may serve notice on the vendor which specifies those defects or faults.
- (j) The Owners Corporation can only serve notice on the vendor under **clause 45(i)** in respect of defects or faults during the 14 days immediately preceding the OC Defect Date.
- (k) If a notice is not served within the time period specified in clause 45(j), but without limiting any other rights the Owners Corporation may have, the vendor is not obliged to repair the defects or faults specified in that notice.
- (I) Upon receiving a notice served under clause 45(i), and unless the Owners Corporation withdraws the notice or the matter is referred to an Expert Determinator under this clause 45, the vendor must repair in a proper and workmanlike manner, at the vendor's expense, and within a reasonable time after notice has been served by the Owners Corporation, any defects or faults in the Common Property specified in that notice.
- (m) If the vendor is of the opinion that any or all of the defects or faults specified in a notice served by the purchaser under clause 45(e), or the Owners Corporation under clause 45(i), are either not defects or faults or are not defects or faults due to faulty materials or workmanship and serves a notice to this effect on the purchaser or the Owners Corporation, as appropriate, either the vendor or the purchaser or the Owners Corporation, as appropriate, either the serving of a notice under this clause 45(m), refer the matter to an Expert Determinator.
- (n) The vendor is taken to accept that the defects or faults specified in a notice served under clause 45(e) or clause 45(i) which are not the subject of a notice served under clause 45(m) are defects or faults that should be repaired by the vendor and the vendor must repair them within a reasonable time.



- (o) After repairing defects or faults under **clause 45(h)** or **clause 45(n)** the vendor must serve a notice on the purchaser or the Owners Corporation, as appropriate, that the defects or faults have been repaired.
- (p) If the purchaser or Owners Corporation, as appropriate, do not agree that the defects or faults referred to in a notice served by the vendor under clause 45(o), or any of them, have been repaired, they can refer the matter to an Expert Determinator within 21 days of being served with a notice under clause 45(o).
- (q) If the purchaser or the Owners Corporation, as appropriate, do not make a reference to an Expert Determinator strictly within the time period specified in clause 45(p), then the purchaser or the Owners Corporation, as appropriate, are taken to accept that the defects or faults specified in the notice served by the vendor under clause 45(o) have been fully and satisfactorily repaired by the vendor.
- (r) If the vendor or the purchaser or the Owners Corporation, as appropriate, refers a matter to an Expert Determinator under clause 45(m), the Expert Determinator is to determine:
  - (i) whether the defects or faults specified in the notice served by the purchaser or Owners Corporation are defects or faults; and
  - (ii) if so, whether those defects or faults are the result of faulty materials or workmanship.
- (s) In respect of a referral to an Expert Determinator under **clause 45(m)**, if the Expert Determinator determines that:
  - (i) the defects or faults specified in the notice are not defects or faults; or
  - (ii) the defects or faults specified in the notice are defects or faults, but are not defects or faults the result of faulty materials or workmanship,

then the vendor has no obligation to repair the specified defects or faults and the purchaser and the Owners Corporation have no further right or claim against the vendor in respect of those defects or faults.

- (t) In respect of a referral to an Expert Determinator under **clause 45(m)**, if the Expert Determinator determines that:
  - (i) the defects or faults specified in the notice are defects or faults; and
  - (ii) the defects or faults specified in the notice are defects or faults that are the result of faulty materials or workmanship,

then the vendor must repair the specified defects or faults within a reasonable time after the Expert Determinator makes his determination.

(u) In respect of a referral to an Expert Determinator under clause 45(m), if the Expert Determinator determines that the defects or faults specified in the notice have been satisfactorily repaired by the vendor, then the purchaser and the Owners Corporation have no further right or claim against the vendor in respect of those defects or faults.



(v) In respect of a referral to an Expert Determinator under clause 45(m), if the Expert Determinator determines that the defects or faults specified in the notice have not been satisfactorily repaired by the vendor, then the vendor must repair those defects or faults within a reasonable time after the Expert Determinator makes his determination.

## 46. Amendments to Draft Strata Plan

### 46.1 Vendor Disclosures

- (a) The vendor may make any amendments to the Draft Strata Plan it deems appropriate or which are required to obtain registration.
- (b) Without limiting **clause 35**, the vendor discloses that:
  - (i) it may be required to make minor variations to the Draft Strata Plan required to:
    - (A) accord with surveying, architectural or engineering practice or requirements or objectives of the vendor; or
    - (B) meet the requirements or requisitions by any Authority or the NSW Land Registry Services to effect registration;
  - the dimensions of the Garage and Garden Space as shown in the Strata Plan may be different from the dimensions of the Garage and Garden Space as shown in the Draft Strata Plan;
  - (iii) there may be minor alterations to the area of the lot, as shown on the Draft Strata Plan, to the lot as shown on the Strata Plan.
- (c) For the purpose of **clause 46.1(b)(iii)**, the parties agree that a minor alteration in respect to the area of the lot is a difference between the area of the lot as shown in the Draft Strata Plan compared to the area of the lot as shown in the Strata Plan of less than 5%.

### 46.2 Purchaser Warranty

- (a) The purchaser warrants that it:
  - (i) is aware of the matters disclosed in this clause 46;
  - (ii) is aware that the matters disclosed may result in the Disclosure Statement being or becoming inaccurate in relation to a Material Particular or more than one Material Particular;
  - (iii) has considered and obtained appropriate advice in relation to the effect of the matters disclosed and how these matters may impact the purchaser, including the purchaser's use or enjoyment of the property;
  - (iv) will not be materially prejudiced by:
    - (A) any of the matters disclosed;



- (B) a change in the area of the property, provided that the change is a minor alteration as set out in this **clause 46**; or
- (C) the Disclosure Statement being or becoming inaccurate in relation to any Material Particular because of any of the matters disclosed.

### 46.3 No Claim

- (a) The purchaser must not Claim in connection with any:
  - (i) matter disclosed in this clause 46; or
  - (ii) change or inaccuracy that arises in connection with any matter disclosed in this clause 46.

## 47. Registration of Strata Plan

### 47.1 Registration of the Strata Plan

- (a) The vendor must use reasonable endeavours to have the Strata Plan registered by the Sunset Date.
- (b) If the Strata Plan is not registered on or before the Sunset Date either party can rescind this contract by serving notice at any time before the day the vendor serves the Registration Notice.
- (c) If a party is required to obtain the consent or approval of the Supreme Court of NSW before exercising its rights under **clause 47.1(b)**, that party must obtain that consent or approval before exercising its rights.

### 47.2 No Caveat

- (a) The purchaser must not prior to completion of this contract itself lodge or allow any person claiming through the purchaser or acting on behalf of the purchaser to lodge any caveat over or with respect to the Development Site or any part of the Estate.
- (b) The purchaser acknowledges that lodging a caveat in breach of clause 47.2(a) may delay and prevent the registration of the Strata Plan and/or delay completion of this contract. If a caveat is lodged by the purchaser or by anyone claiming through the purchaser in breach of clause 47.2(a), then the purchaser will be liable for and will upon demand by the vendor pay to the vendor any interest, holding costs or other expenses that the vendor may incur from the date of lodgement of the caveat to the date of its removal.
- (c) The purchaser indemnifies and keeps indemnified the vendor against any loss or damage of whatsoever nature or kind whether foreseeable or not which the vendor may suffer or incur as a consequence of any breach by the purchaser of this provision.
- (d) The rights of the vendor pursuant to this clause 47.2 will be in addition to any other rights the vendor may have under this contract as a consequence of the purchaser's breach of clause 47.2(a).
- (e) This **clause 47.2** is an essential term of this contract.



#### 48. Extension of Sunset Date

TOWNHOMES

- (a) The vendor may at any time extend the Sunset Date by a day for each day that the:
  - (i) completion of the construction of the Infrastructure;
  - (ii) the registration of the Plan of Subdivision; or
  - (iii) the registration of the Strata Plan,

has been delayed because of:

- (iv) any delay in the commencement or progressing to completion of construction of the Infrastructure because of:
- (v) inclement weather or conditions resulting from inclement weather; or
- (vi) any civil commotion, combination of workmen strike or lock-out that affects the construction of the Infrastructure or the manufacture or supply of materials for construction of the Infrastructure;
- (vii) any delay in the receipt of any approval required in connection with the Development Site from an Authority, which could not reasonably have been foreseen by the vendor;
- (viii) any difficulty in complying with a development consent, a construction certificate or the approval of any other Authority, which could not reasonably have been foreseen by the vendor;
- (ix) any delay or difficulty obtaining finance to construct the Infrastructure, Townhouse or Common Property; or
- (x) any other matter or thing which is beyond the control of the vendor.
- (b) In order to extend the Sunset Date because of any of the matters referred to in **clause 48(a)**, the vendor must serve a notice which:
  - (i) states:
    - (A) the reason(s) for the delay;
    - (B) the number of days of delay; and
    - (C) the day to which the Sunset Date is extended; and
  - (ii) includes with it a certificate issued by the vendor's project manager which states that the person:
    - (A) has reviewed the notice; and
    - (B) certifies that they have determined that:
    - (C) there has been a delay for the number of days specified in the notice; and



- (D) the delay was due to the reason(s) stated in the notice.
- (c) In performing the review and certification referred to in **clause 48(b)**, the person referred to in **clause 48(b)(ii)** acts as an expert not an arbitrator.
- (d) A notice under and a certificate referred to in **clause 48(b)** are final, conclusive and binding between the parties in the absence of fraud or manifest error.
- (e) The vendor can extend the Sunset Date under this clause 48 on more than one occasion.
- (f) If:
  - (i) the purchaser receives a notice served by the vendor under **clause 48(b)**; and
  - (ii) the purchaser is of the opinion that the notice or the certificate included with the notice are defective in any way,

then the purchaser must notify the vendor in writing of the asserted defect(s) in the notice or the certificate before serving a notice to rescind under **clause 47.1(b)**.

- (g) A notice served by the purchaser under **clause 48(f)** must be served within 14 days of the date on which the vendor has served a notice under **clause 48(b)**, failing which the purchaser is deemed to have not complied with **clause 48(f)**.
- (h) If the purchaser purports to rescind under clause 47.1(b) for reasons including that the notice by the vendor under or the certificate referred to in clause 48(b) were in any way defective, that rescission is ineffective and the contract remains on foot until the purchaser complies with clause 48(f).
- (i) Upon receiving a notice under **clause 48(f)**, the vendor may, within 14 days of receiving that notice:
  - (i) withdraw the notice served under clause 48(b);
  - (ii) serve a further notice under clause 48(b); or
  - (iii) inform the purchaser that the vendor relies on the notice served under **clause 48(b)** as having extended the Sunset Date in accordance with this contract.
- (j) Any notice served by the vendor under **clause 48(i)** is to be taken to have been served at the date of the notice it is replacing, even if the Sunset Date it is extending has expired at the time the notice under **clause 48(i)** is served.
- (k) Unless the vendor serves a further notice under clause 48(i), the purchaser can exercise any rights under the notice to which the purchaser's notice under clause 48(f) related, 14 days after the purchaser serves the notice under clause 48(f).
- (I) The aggregate of any extensions to the Sunset Date by the vendor under **clause 48(a)** must not exceed 12 months.

### 49. Strata Scheme

- (a) In this contract the term property includes any interest in the Common Property.
- (b) The vendor is wholly liable to pay any contribution levied in relation to the property by the Owners Corporation other than a contribution referred to in **clauses 49(c)** and **49(d)** if:
  - (i) the contribution is levied before completion; or
  - (ii) the contribution is levied after completion, to the extent the contribution relates to:
    - (A) money borrowed or work started by the Owners Corporation before completion; or
    - (B) an obligation of the Owners Corporation to an Authority existing at completion.
- (c) The vendor and the purchaser must adjust under **clause 14** regular periodic contributions to the administrative fund and the sinking fund of the Strata Scheme and any regular payment under a By-law.
- (d) The vendor and the purchaser must adjust under clause 14, on a unit entitlement basis, any Normal Expenses of the Strata Scheme paid by the vendor that have not been and will not be reimbursed to the vendor at or after completion.
- (e) The vendor discloses and the purchaser is aware that the vendor may seek reimbursement from the Owners Corporation, at a time agreed to be appropriate and on a unit entitlement basis, any Normal Expenses of the Strata Scheme paid by the vendor that have not been and will not be otherwise reimbursed to the vendor.
- (f) On registration of the Strata Plan the vendor must ensure that the Owners Corporation effects all insurances required by law.
- (g) **Clause 11** does not apply to any work order with which the Owners Corporation must comply.
- (h) **Clause 18.4** does not apply to any risk against which it is the responsibility of the Owners Corporation to insure.
- (i) The vendor authorises the purchaser to:
  - (i) apply for any certificate available from the Owners Corporation under section 184 of the Strata Management Act; and
  - (ii) apply for and make any inspections available from the Owners Corporation under section 183 of the Strata Management Act.
- (j) Not less than 4 days before completion the vendor must give the purchaser a certificate under section 184 of the Strata Management Act in respect of the property. The purchaser must pay for this certificate on completion.
- (k) The purchaser must submit with the transfer tendered under **clause 4** a notice in duplicate under section 22 of the Strata Management Act signed by the purchaser. The vendor must:



- (i) sign both copies of the notice and on completion insert the date of delivery of the transfer; and
- (ii) give one copy of the notice to the Owners Corporation and the other copy to the purchaser who may, on behalf of the vendor, send it to the Owners Corporation.
- (I) The purchaser agrees that under section 122 of the Strata Management Act the Owners Corporation may, by its agents, employees or contractors, enter on any part of the Strata Parcel for the purpose of carrying out certain work referred to in that section.

## 50. Adjustments

### 50.1 Adjustment of Rates

The vendor must pay the Rates and land tax relating to the land up to and including the day of completion of this contract and the purchaser must pay them from that date.

### 50.2 Adjustment of council and water rates

If, at completion:

- (a) a separate assessment for council rates and water and sewerage rates in respect of the property for the year current at the day of completion of this contract has not been received by the vendor; or
- (b) the purchaser has not served a certificate from the Council showing such assessment has been issued,

no regard is to be had to the actual separate assessment if and when it is received and:

- (c) the vendor must pay the actual separate assessment if and when it is received; and
- (d) on completion the parties must adjust the amount referred to in **part 1** of **Schedule 1** under **clause 14.**

### 50.3 Adjustment of land tax

- (a) If completion takes place during the land tax year current at the completion date, on completion the parties must adjust the amount referred to in **part 2** of **Schedule 1** under **clause 14**.
- (b) If completion does not take place during the land tax year current at the completion date, on completion the purchaser must pay to the vendor the total of:
  - (i) the proportion of the amount referred to in **part 2** of **Schedule 1** applicable to the period between the completion date and the 31 December first occurring after that date; and
  - (ii) the amount referred to in **part 2** of **Schedule 1**.
- (c) If the purchaser is ready, willing and able to complete and completion cannot take place before the commencement of the land tax year following the land tax year current at the completion date because the vendor cannot complete, the purchaser need not make the payments referred



to in **clause 50.3(b)** and the parties must instead adjust the amount referred to in **part 2** of **Schedule 1** under **clause 14**.

(d) No regard is to be had to any actual land tax assessment for any land that includes the property or for the property that is received by the vendor for the land tax year current at the completion.

### 51. Land tax clearance certificate

- (a) Before completion, the vendor must pay any assessment for land tax received by the vendor before completion for land that includes the property or for the property, either in full or to the extent necessary to free the property from any charge for payment of land tax.
- (b) If the purchaser serves a land tax certificate showing a charge on the property, on the day of completion of this contract the vendor must give the purchaser a land tax certificate showing the charge is no longer effective against the property.
- (c) If:
  - (i) completion occurs during January, February or March;
  - (ii) the land tax for land that includes the property or for the property has been paid for the land tax year before the land tax year current at completion; and
  - (iii) at completion no assessment for land tax for the land tax year current at completion has been received by the vendor for land that includes the property or for the property,

the vendor undertakes to pay the actual assessment if and when it is received and the purchaser:

- (iv) cannot Claim because on the day of completion of this contract there is a charge for land tax on land that includes the property or for the property; and
- (v) cannot require the vendor to comply with **clause 51(b)**.

### 52. Activities and dealings with Estate

#### 52.1 Marketing and Selling Activities

- (a) The purchaser acknowledges and understands that both before and after completion:
  - the vendor and persons authorised by the vendor are entitled to and may conduct marketing, leasing and selling activities in and on the Estate in respect of the unsold lots in the Development Site and the Estate in such a manner as the vendor may in its sole discretion determine; and
  - (ii) may place and maintain in, on and about the Estate (excluding the property) signs in connection with those marketing, leasing and selling activities.
- (b) The purchaser further acknowledges and understands that the vendor intends using or may in the future determine to use one or more lots for the marketing and selling of any unsold lots in the Estate and the purchaser consents to the vendor so doing.



### **52.2** Completion of Development

- (a) The purchaser acknowledges that:
  - (i) the vendor may not have completed the Development prior to satisfying the conditions to enable completion to occur pursuant to this contract;
  - (ii) works may be undertaken on other parts of the Estate after completion which may affect the property or any resident of the property;
  - (iii) the other lots in the Development may not be developed due to market, regulatory or other reasons;
  - (iv) during construction of any part of the Development, the vendor or its employees, agents, contractors, consultants may use other lots in the Development or parts of the Estate for the purpose of:
    - (A) gaining full, free and uninterrupted access or egress to any part of the Estate or other part of the Development or any adjoining land whether by foot or in vehicles or heavy machinery; or
    - (B) storage of building materials, vehicles, equipment or fill associated with the construction of any other part of the Development;
  - (v) easements, covenants or restrictions and other Property Rights may be Granted by the vendor as provided for elsewhere in this contract;
  - (vi) Services may be constructed on or under the Estate which may not be protected by the easements;
  - (vii) any boundary on or within the Development Site or Estate may not be fenced and any boundary fence or wall may not be on or within the boundary.
- (b) The vendor may from time to time both before and after completion:
  - (i) alter the area, dimension or layout of the Development Site or the Estate;
  - (ii) apply for variations to existing Approvals;
  - (iii) apply for variations in the time by which the development and use under existing approvals must be commenced and completed; or
  - (iv) apply for any other necessary Approvals and the certification and Registration of further plans of subdivision.
- (c) The purchaser consents to:
  - (i) all applications by the vendor relating to Approvals pursuant to clause 52.2(b); and



- (ii) the methods used by the vendor in its efforts to sell lots in the Estate, including without limitation, use of signs, use of roads, reserves and open space and the maintenance of display homes.
- (d) The purchaser must sign such forms of consent as the vendor may from time to time reasonably require.
- (e) The purchaser appoints the vendor as its attorney and agent for the purpose of signing and giving the purchaser's consent in respect of the applications referred to in **clause 52.2(b)**.
- (f) Production of this contract constitutes sufficient evidence of the purchaser's consent and appointment of attorney pursuant to this clause.

### 52.3 No Claim

- (a) The purchaser warrants that it:
  - (i) is aware of the matters disclosed in this **clause 52**;
  - (ii) is aware that the matters disclosed may result in the Disclosure Statement being or becoming inaccurate in relation to a Material Particular or more than one Material Particular;
  - (iii) has considered and obtained appropriate advice in relation to the effect of the matters disclosed and how these matters may impact the purchaser, including the purchaser's use or enjoyment of the property;
  - (iv) will not be materially prejudiced by:
    - (A) any of the matters disclosed; or
    - (B) the Disclosure Statement being or becoming inaccurate in relation to any Material Particular because of any of the matters disclosed.
- (b) The purchaser must not Claim in connection with any:
  - (i) matter disclosed in this clause 52; or
  - (ii) change or inaccuracy that arises in connection with any matter disclosed in this **clause 52**.

### 52.4 Obligations do not merge

The purchaser acknowledges and agrees that its obligations pursuant to this **clause 52** survive completion of this contract and will continue to bind the purchaser's successors in title. The purchaser will ensure that whilst the vendor is still owner of any part of the Estate, the purchaser will ensure that it is a condition of any transfer, sale or disposition of the property that the purchaser, transferee or assignee and their successors in title agree to be bound by the purchaser's obligations pursuant to this clause.



## 53. GST

### 53.1 Terms in this clause

Terms used in the GST Law and not defined in this contract are taken to have the same meaning when used in this contract unless the contrary intention is clear.

### 53.2 GST

- (a) The vendor and purchaser acknowledge that:
  - (i) the sale of the property is a taxable supply;
  - (ii) the price includes GST, if any, payable by the vendor; and
  - (iii) the margin scheme will apply.
- (b) To the extent that **clause 53.1** is inconsistent with any law, the law will prevail to the extent of that inconsistency.

## 54. GST Withholding on New Residential Premises

- (a) This **clause 54** does not apply to this contract if both of the following apply:
  - (i) at completion the purchaser is registered within the meaning in the GST Law; and
  - (ii) the acquisition of the land by the purchaser is a creditable acquisition for the GST Law.
- (b) The purchaser must notify the vendor as to whether the circumstances in this **clause 54(a)** apply to the purchaser at least 10 days prior to the date for completion.
- (c) In this **clause 54**:
  - (i) **ATO** means the Australian Taxation Office;
  - (ii) **Form 1 Notification** means the "Form 1: GST property Settlement Withholding Notification Online Form" issued or made available by the ATO or a form that replaces this form;
  - (iii) **Form 2 Notification** means the "Form 2: GST property Settlement Date Confirmation Online Form" issued or made available by the ATO or a form that replaces this form;
  - (iv) Payment Date means the day that is the earlier of:
    - (A) the day on which the consideration for the supply of the property under this contract is first made; and
    - (B) the day on which completion of this contract occurs; and
  - (v) **Vendor Notice** means the notice attached to this contract containing the GSTRW payment details.



- (d) The parties acknowledges that the property comprises new residential premises, as that term is defined in the TA Act.
- (e) The parties acknowledge that the purchaser must make the RW payment to the ATO on the day on which any of the consideration for the supply of the property under this contract is first provided.
- (f) The purchaser acknowledges that the vendor has provided the vendor Notice to the purchaser as required under section 14-255 of Schedule 1 to the TA Act as at the contract date.
- (g) The purchaser must:
  - lodge a Form 1 Notification with the ATO and provide the vendor with evidence issued by the ATO confirming receipt of this lodgement, no later than 5 business days before the Payment Date; and
  - (ii) lodge a Form 2 Notification with the ATO and provide the vendor with evidence issued by the ATO confirming receipt of this lodgement, no later than 3 business days after the Payment Date.
- (h) The evidence referred to in **clause 54(g)** must include the lodgement reference number and payment reference number issued by the ATO.
- (i) Without limiting clause 54(g), the purchaser must provide the ATO with any other details required by the ATO in connection with RW payment and the ATO's administration of Subdivision 14E of Schedule 1 to the TA Act, within the timeframe (if any) set by the ATO.
- (j) On or before the day that is 5 business days prior to the Payment Date, the purchaser must procure its Purchaser's Legal Representative to provide the vendor with a written undertaking stating that the Purchaser's Legal Representative:
  - (i) has received the all things necessary to complete and lodge the Form 2 Notification with the ATO, including the purchaser's declaration and the purchaser's authority to complete and lodge the Form 2 Notification; and
  - (ii) undertakes to lodge the completed Form 2 Notification with the ATO on or before the day that is 3 business days after the Payment Date.
- (k) Without limitation, if the written undertaking required under **clause 54(j)** is not provided strictly within the timeframe set out in that clause, then
- (I) the purchaser irrevocably appoints the Vendor's Legal Representative as its representative to complete and lodge the Form 2 Notification; and
  - (i) on the Payment Date, the purchaser must provide to the vendor:
    - (A) a copy of the purchaser's Form 1 Notification lodged with the ATO;



- (B) all things necessary things required to complete and lodge the Form 2 Notification with the ATO, including the purchaser's declaration and the purchaser's authority to complete and lodge the Form 2 Notification; and
- a bank or trust cheque in the amount of \$110 in favour of the Vendor's Legal Representative, which the purchaser agrees is a genuine pre-estimate of the legal costs incurred by the vendor in connection with having to complete and lodge the Form 2 Notification on behalf of the purchaser.
- (m) Subject to clause 54(n), on the Payment Date the purchaser must provide the vendor with a bank cheque payable to the Commissioner in the amount specified on the vendor Notice, being the RW payment. This clause is an essential term of this contract.
- (n) If:
  - (i) this Conveyancing Transaction is to be conducted as an electronic transaction;
  - (ii) the Payment Date is the date on which completion of this contract occurs; and
  - (iii) the ATO will accept the payment required under **clause 54(m)** to be made through the Electronic Lodgement Network,

then the parties agree that RW payment will be made through the Electronic Lodgement Network.

(o) This **clause 54** does not merge on completion.

## 55. Purchaser warranties and capacity

### 55.1 Purchaser's warranty

- (a) The purchaser covenants and warrants with and to the vendor that:
  - the consent, approval or licence of any person or body is not required as a precondition to the purchaser entering into this contract or the purchase hereby effected or if any such consent is required, including but not limited to the consent, licence or approval or under any State or Federal Act, regulation policy and/or guideline or the like the purchaser has prior to entering into this contract obtained all such consents approvals or licences as will be necessary or, if applicable, has obtained statements of non-objection thereto as the case may require;
  - (ii) it has full legal capacity and power to:
    - (A) own property; and
    - (B) enter into and perform its obligations pursuant to this contract;
  - (iii) the purchaser is duly empowered to enter into this contract and is not prohibited from entering into this contract by any reason whatsoever and without limiting the generality of the foregoing by reason of any trust, charge or undertaking.



(b) In the event that any of the warranties in this clause are untrue in any respect the purchaser will indemnify the vendor against any losses which the vendor suffers as a result of it having relied on any such warranty when entering into this contract.

### 55.2 Purchaser acting as Trustee

If it is stated in this contract that the purchaser enters into this contract in its capacity as trustee for a trust (**Trust**) then the purchaser is liable under this contract in its own capacity and in its capacity as trustee of the Trust, and warrants and covenants to the vendor that:

- (a) it is the only trustee of the Trust, and will remain the only trustee of the Trust until completion;
- (b) no action has been taken to remove it as sole trustee of the Trust, and no such action will be taken until completion;
- (c) it has power under the constituent documents of the trust (**Trust Deed**) to enter into and perform its obligations under this contract;
- (d) it is entitled, under the terms of the Trust Deed, to be indemnified out of the funds and assets of the Trust for its liabilities and obligations under this contract, in all circumstances except to the extent of any liability arising from gross negligence, fraud, wilful misconduct or breach of trust on its part, and its rights under this indemnity rank in priority to the rights of the beneficiaries under the Trust;
- (e) it is not in default under the Trust Deed and will not be in default under the Trust Deed prior to completion; and
- (f) no action has been taken or is known or believed to be proposed to be taken to terminate the Trust.

### 56. Design Guidelines

#### 56.1 Definitions under this clause

The following terms under this clause 56 have these meanings:

- (a) **Covenant Period** means the period commencing on the date of completion of this contract and expiring on the date that is 10 years after the date of Registration;
- (b) **Design Assessment Panel** means the design assessment panel referred to in the Design Guidelines; and
- (c) Design Guidelines means the design guidelines titled 'Architectural Standards incorporating Environmental Principles Stage 1A to 1E, December 2021' a copy of which is contained at Annexure F or any other design guidelines that are referred to in the By-law Instrument.



### 56.2 Comply with Design Guidelines

The purchaser warrant to the vendor that, within the Covenant Period, any works it carries out on the property or any Common Property, including:

- (a) construction or erect of any dwelling, garage or other building structure;
- (b) alteration or decoration of roof, façade or external walls of building; and
- (c) landscaping,

must:

- (d) comply with the Design Guidelines; and
- (e) if required under the Design Guidelines, be approved by the Design Assessment Panel before applying for any Approval from an Authority to undertaken the works and before commencing the works.

### 56.3 Loss or Damage

The purchaser indemnifies and keeps indemnified the vendor against any loss or damage of whatsoever nature or kind whether foreseeable or not which the vendor may suffer or incur as a consequence of any breach by the purchaser of this **clause 56**.

#### 56.4 Obligation do not merge

The obligations under this **clause 56** do not merge on completion.

### 57. Sale or mortgage of land by vendor

### 57.1 Sale by vendor

- (a) The purchaser acknowledges that the vendor may transfer the Development Site or any part of the Development Site, including the Strata Scheme Land, and the vendor may assign the benefit of this contract to that transferee or third party.
- (b) The purchaser acknowledges that if the vendor assigns this contract, the purchaser must comply with this contract as if the transferee is the vendor named in this contract and the original vendor named in this contract is released from all obligations of the vendor under this contract.
- (c) If requested by the vendor, the purchaser will within 7 days of receiving the request from the vendor sign any such acknowledgement, consent or deed confirming that the benefit of the rights and obligations are assigned or novated to the transferee and that the original vendor and or vendor, as applicable, is released from obligations under this contract. The purchaser acknowledges and agrees that such deed may:
  - (i) include a release of the vendor, as applicable, from their obligations under this contract; and



(ii) provide the vendor or its successor, a substitute Bank Guarantee noting the successor as the vendor within 5 days of being requested to do so.

### 57.2 Mortgage by vendor

The vendor may mortgage or charge the Development Site or any part of the Development Site, including the Strata Scheme Land, or further mortgage or charge the Development Site or any part of the Development Site, including the Strata Scheme Land, or obtain any further advances on any mortgage or charge affecting the Parcel at any time prior to completion, and the purchaser hereby consents to the vendor so doing.

### 58. Requisitions

- (a) The purchaser agrees that the only form of requisitions that it can make under **clause 5.2.1** is the form of the requisitions attached to contract (**General Form**).
- (b) If the purchaser is entitled under this contract to make any requisition other than those set out in the General Form, the purchaser can only do so no later than 3 business days before the date for completion.
- (c) The vendor will give responses to all requisitions made by the purchaser (subject to the purchaser being entitled to make those requisitions) on or before the date for completion.
- (d) The purchaser must not Claim because of any answers that the vendor gives in response to any requisitions made by the purchaser in connection with this contract.

### 59. Other matters

#### 59.1 Notices

- (a) Any notice to be given to or by any party in connection with this contract:
  - (i) may be given by the legal representative for that party;
  - (ii) must be given to the legal representative for that party if the party has a legal representative; and
  - (iii) must be in writing.
- (b) A notice may only be given by being:
  - (i) hand delivered;
  - (ii) transmitted by email or facsimile; or
  - (iii) sent by prepaid post if the recipient of the notice does not have an email address or facsimile number for notices, or a physical address in Australia.
- (c) The address for service of a notice is the recipient's address as detailed on the Front Page or another address for notices specified by the recipient in a notice.



- (d) A notice by prepaid post is taken to be given to the recipient:
  - (A) if sent within Australia, on the 2nd Business Day after posting; or
  - (B) if sent to or from a place outside Australia, on the 7th Business Day after posting;
- (e) A notice sent by email is taken to be given:
  - (i) if capable of being retrieved at the electronic address of the recipient;; and
  - (ii) at the time of sending shown in the sender's email system.
- (f) A notice sent by facsimile is taken to be given at the time shown on a successful transmission report produced by the sender's facsimile system.
- (g) If a notice sent by email or facsimile is given on a day that is not on a Business Day, or after 5:00pm on a Business Day (recipient's time), the notice is taken to have been given at 9:00am on the next Business Day.
- (h) If the email address for service of notices to a party (or its legal representative) is not already specified in this contract, or changes, then the party must notify the other parties of the email address for notices to the party as soon as reasonably possible.
- (i) To be clear:
  - (i) a notice changing the email address for notices to a party does not take effect until that notice is given;
  - (ii) it is not necessary for a party to provide an email address for notices if the party has a legal practitioner for this contract.
- (j) to the purchaser or the Purchaser's Legal Representative by Electronic Transmission to the recipient's email address as detailed on the Front Page (or as varied or otherwise communicated to the vendor by notice).
- (k) Except where original documents are required at completion or by Law, a party may give documents or provide information to another party by sending the documents or information to the email address for notices to the party or its legal practitioner by attaching the document or including the information in an email or by providing a link to an electronic address from which the document or information may be viewed or downloaded.

### 59.2 No sale or transfer without vendor's consent

- (a) The purchaser must not transfer, sell or enter into any agreement to transfer or sell the property, or any interest in the property, to any person at any time on or prior to the date of completion of this contract without the consent of the vendor.
- (b) The vendor's consent under **clause 59.2(a)** may be withheld, granted conditionally or granted unconditionally.



- (c) If the vendor gives its consent under **clause 59.2**, the purchaser must comply with clause 4.3 and **clause 59.2** (as applicable) in addition to any other conditions set down by the vendor.
- (d) This **clause 59.2** is an essential term of the contract.

### 59.3 Transferee's entry into deed

- (a) The purchaser must ensure that:
  - (i) a transferee substituted for the purchaser under clause 4.3; or
  - (ii) a transferee of the property from the purchaser,

at the transferee's cost: enters into a deed with the vendor incorporating into that deed such parts of this contract as are necessary so that the vendor obtains the intended benefit of all of the purchaser's obligations that survive completion including the obligations in **clause 56**.

- (b) The provisions of **clause 59.3(a)** operate at any time during the period:
  - (i) commencing from the contract date; and
  - (ii) ending on the date that is 10 years from the date of completion of this contract.

### 59.4 Death or disability

- (a) If the purchaser, or if the purchaser consists of 2 or more persons, any of those persons:
  - (i) dies; or
  - (ii) is so intellectually, physically or psychologically disabled as to be, in the opinion reasonably held of the other party, unable to complete this contract on time,

then the vendor can rescind by giving a notice in writing to the Purchaser's Legal Representative at any time before completion.

(b) The provisions of **clauses 59.4(a)** does not limit or restrict any rights or remedies which would have been available to the vendor at law or in equity if this clause had not been included in this contract.

### 59.5 Authority for vendor

If the purchaser is required under a law to give a notice or submit a form to an authority for any purpose relating to the formation of this contract or the performance of obligations under this contract then the purchaser irrevocably:

- (a) appoints the vendor as its agent or representative to comply with that obligation; and
- (b) authorises the vendor to give that notice or submit that form as agent for the purchaser. This clause does not merge on completion.



#### 59.6 Whole agreement

- (a) The purchaser acknowledges and agrees that:
  - (i) the covenants and provisions contained in this contract comprises the whole of the agreement between the parties and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the property (or any part) or the Development or otherwise will be deemed to be implied in this contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to another party on or prior to the execution of this contract and the existence of any such implication or collateral or other agreement is hereby expressly negatived and cancelled; and
  - (ii) no servant or agent of the vendor or consultant or professional adviser or other person on behalf of the vendor has made or has had any authority to make any representation, warranty, arrangement, condition, statement or agreement binding on the vendor, which is not embodied in this contract.
- (b) Without limiting clause 59.6(a), the purchaser further acknowledges that the information contained in any brochure, model or any promotional material in relation to the Development is a guide only and does not constitute a warranty, representation, inducement, offer or contract.
- (c) The purchaser acknowledges and agrees that the purchaser has entered into this contract on the basis of his, her or its own investigations and enquiries.

### 59.7 Personal Information

- (a) For the purposes of this clause, "Personal Information" means any information or opinion (including when forming part of a database), recorded in material form or not, about a natural person whose identity is apparent and can reasonably be ascertained from the information or opinion.
- (b) The purchaser consents to the vendor using or disclosing Personal Information about the purchaser:
  - (i) to the Intrapac Group;
  - (ii) for the purpose of exercising the rights and complying with the obligations of the vendor under this contract;
  - (iii) to surveyors, engineers and other parties who are engaged by the Intrapac Group to carry out any works within the Estate;
  - (iv) to service providers engaged by the Intrapac Group such as market research organisations, mail houses and delivery companies.
- (c) A copy of the applicable privacy policy is available on the vendor's website: <u>http://www.intrapac.com.au/privacy-policy/</u>.



(d) The purchaser consents to the use of such Personal Information as contemplated by this **clause 59.7**.

### 60. Guarantee and indemnity

#### 60.1 Interpretation

In this contract unless the contrary intention appears:

- (a) a reference to guarantor is a reference to all of the persons named as guarantor jointly and each of them severally; and
- (b) an agreement, representation, warranty or indemnity on the part of the guarantor binds the persons named as guarantor jointly and each of them severally.

#### 60.2 Valuable consideration

The guarantor gives this guarantee and indemnity in consideration of the vendor agreeing to enter into this contract at the request of the purchaser and the guarantor. The guarantor acknowledges valuable consideration received from the vendor for the guarantor incurring obligations and giving rights under this guarantee and indemnity.

#### 60.3 Guaranteed Money and Guaranteed Obligations

- (a) The guarantor unconditionally and irrevocably guarantees to the vendor payment of the Guaranteed Money and the due and punctual performance by the purchaser of the Guaranteed Obligations.
- (b) If the purchaser does not pay the Guaranteed Money on time and in accordance with the terms of this contract, then the guarantor agrees to pay the Guaranteed Money to the vendor within 14 days of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.
- (c) If the purchaser does not duly and punctually perform the Guaranteed Obligations in accordance with the terms of the document under which they are to be performed then the guarantor agrees to perform the Guaranteed Obligations within a reasonable time of demand from the vendor (whether or not demand has been made on the purchaser). A demand can be made at any time.

### 60.4 Separate undertaking

As a separate undertaking, the guarantor indemnifies the vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with:

- (a) the Guaranteed Money not being recoverable from the guarantor or from the purchaser; and
- (b) the Guaranteed Obligations not being duly and punctually performed because of any circumstance whatever.



#### 60.5 Guarantee and indemnity continues

- (a) This guarantee and indemnity is a continuing security and extends to all of the Guaranteed Money and other money payable under this guarantee and indemnity and to all the Guaranteed Obligations. The guarantor waives any right it has of first requiring the vendor to proceed against or enforce any other right, power, remedy or security or claim payment from the purchaser or any other person before claiming from the guarantor under this guarantee and indemnity.
- (b) The liabilities of the guarantor under this guarantee and indemnity as a guarantor, indemnifier or principal debtor and the rights of the vendor under this guarantee and indemnity are not affected by anything that might otherwise affect them at law or in equity including one or more of the following:
  - (i) the vendor or another person granting time or other indulgence to, compounding or compromising with or releasing the purchaser;
  - (ii) acquiescence, delay, acts, omissions or mistakes on the part of the vendor; or
  - (iii) any variation, assignment or novation of a right of the vendor, or alteration of this contract or document, in respect of the purchaser.
- (c) As long as the Guaranteed Money or other money payable under this guarantee and indemnity remains unpaid or the Guaranteed Obligations or any of them remain unperformed, the guarantor cannot, without the consent of the vendor:
  - (i) make a claim or enforce a right (including a mortgage, charge or other encumbrance) against the purchaser or its property; or
  - (ii) prove in competition with the vendor if:
    - (A) a liquidator, provisional liquidator, administrator, trustee in bankruptcy or other similar functionary is appointed in respect of the purchaser;
    - (B) the purchaser executes a deed of company arrangement under Part 5.3A of the Corporations Act 2001 (Cth) or a personal insolvency agreement under Part X of the Bankruptcy Act 1966 (Cth); or
    - (C) the purchaser is otherwise unable to pay its debts when they fall due.

### 60.6 Warranty and representation

- (a) The guarantor represents and warrants that its obligations under this guarantee and indemnity are valid and binding and that it does not enter into this guarantee and indemnity in the capacity of a trustee of any trust or settlement.
- (b) The guarantor agrees to pay interest at the Interest Rate on any amount under this guarantee and indemnity which is not paid on the due date for payment and is not otherwise accruing interest. The interest accrues daily from and including the due date to and including the date of actual payment and is calculated on actual days elapsed and a year of 365 days. The guarantor agrees to pay this amount within 14 days of demand from the vendor. A demand can be made at any time.



## 60.7 Sale or mortgage of land by vendor

The guarantor agrees to promptly enter into any acknowledgement, consent or deed required by the vendor under **clause 57.1(c)** if requested to do so by the vendor at the guarantor's cost.

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## Schedule 1

## Adjustments

(clause 50)

COUNCIL, WATER, SEWERAGE RATES AND LAND TAX

## Part 1

\$2,700 per annum

## Part 2

\$470 per annum

### Part 3

### **Vendor Disclosure Documents**

The parties agree that the following documents are attached to this contract:

- 1. Title search folio identifier 234/1266854
- 2. Deposited Plan 1266854
- 3. Instrument registered with Deposited Plan 1266854
- 4. Deposited Plan 1261459
- 5. Instrument registered with Deposited Plan 1261459
- 6. Deposited Plan 1225206
- 7. Instrument registered with Deposited Plan 1225206
- 8. Deposited Plan 1261479
- 9. Instrument registered with Deposited Plan 1261479
- 10. Dealing AG189384
- 11. Planning Certificate issued under section 10.7(2) and (5) of the *Environmental Planning and* Assessment Act 1979
- 12. Letter from Council regarding sewerage diagram
- 13. Land tax certificate issued under section 47 of the Land Tax Management Act 1956
- 14. ATO clearance certificate







NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 234/1266854

LAND

SERVICES

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SEARCH DATE	TIME	EDITION NO	DATE
21/4/2021	10:59 AM	1	7/1/2021

\_\_\_\_\_

#### LAND

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LOT 234 IN DEPOSITED PLAN 1266854 AT SKENNARS HEAD LOCAL GOVERNMENT AREA BALLINA PARISH OF BALLINA COUNTY OF ROUS TITLE DIAGRAM DP1266854

FIRST SCHEDULE

-----INTRAPAC SKENNARS HEAD PTY LTD

SECOND SCHEDULE (14 NOTIFICATIONS)

\_\_\_\_\_

1	LAND EXCI	UDES	MINERAI	S	AND	IS SUE	JE	CT TC	RESER	RVATIONS	AND
	CONDITION	S IN	FAVOUR	OF	THE	CROWN	-	SEE	CROWN	GRANT (S)	

2 DP1225206 EASEMENT FOR SERVICES AND DRAINAGE VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED

3 DP1261479 EASEMENT FOR UNDERGROUND POWERLINES 2 METRE(S) WIDE AFFECTING THE PART (S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

> DP1261459 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE PART(S) DESIGNATED (M) IN DP1261459

- 4 DP1261479 EASEMENT FOR OVERHEAD POWER LINE(S) 20 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP1261459 RESTRICTION(S) ON THE USE OF LAND REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- DP1261459 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE 6 PART (S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 7 DP1261459 EASEMENT FOR SUPPORT VARIABLE WIDTH AFFECTING THE PART (S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 8 DP1261459 EASEMENT FOR SUPPORT VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1261459 EASEMENT FOR WATER SUPPLY 3, 3.68 AND 4 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 10 DP1261459 EASEMENT FOR DRAINAGE OF SEWAGE 3 METRE(S) WIDE AFFECTING THE PART (S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 11 DP1261459 EASEMENT FOR SEWER RISING MAIN 3, 8, 10 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH  $\square$ 

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FOLIO: 234/1266854

PAGE 2

1. 1. 1.

SECOND SCHEDULE (14 NOTIFICATIONS) (CONTINUED)

BURDENED IN THE TITLE DIAGRAM

12 DP1261459 EASEMENT FOR WATER SUPPLY 8, 10 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

13 DP1261459 POSITIVE COVENANT REFERRED TO AND NUMBERED (16) IN THE S.88B INSTRUMENT

14 DP1266854 EASEMENT FOR DRAINAGE OF WATER AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

NOTATIONS

\_\_\_\_\_

UNREGISTERED DEALINGS: PP DP1271483.

\*\*\* END OF SEARCH \*\*\*

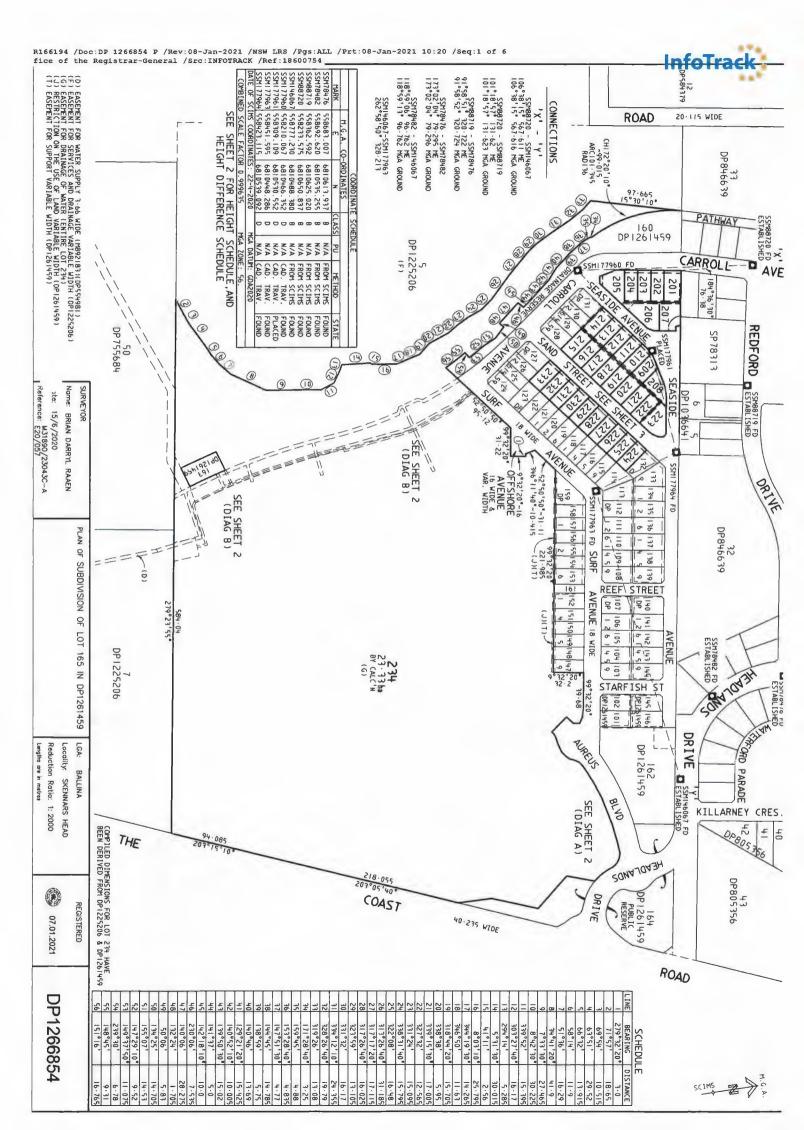
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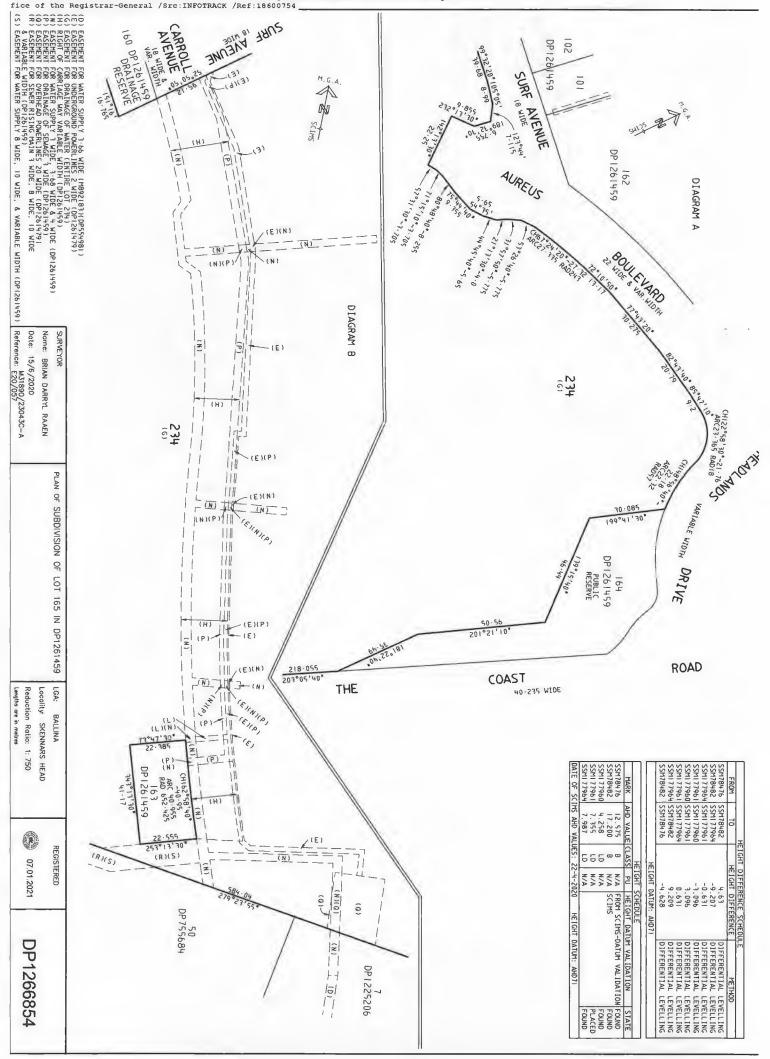
\* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this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

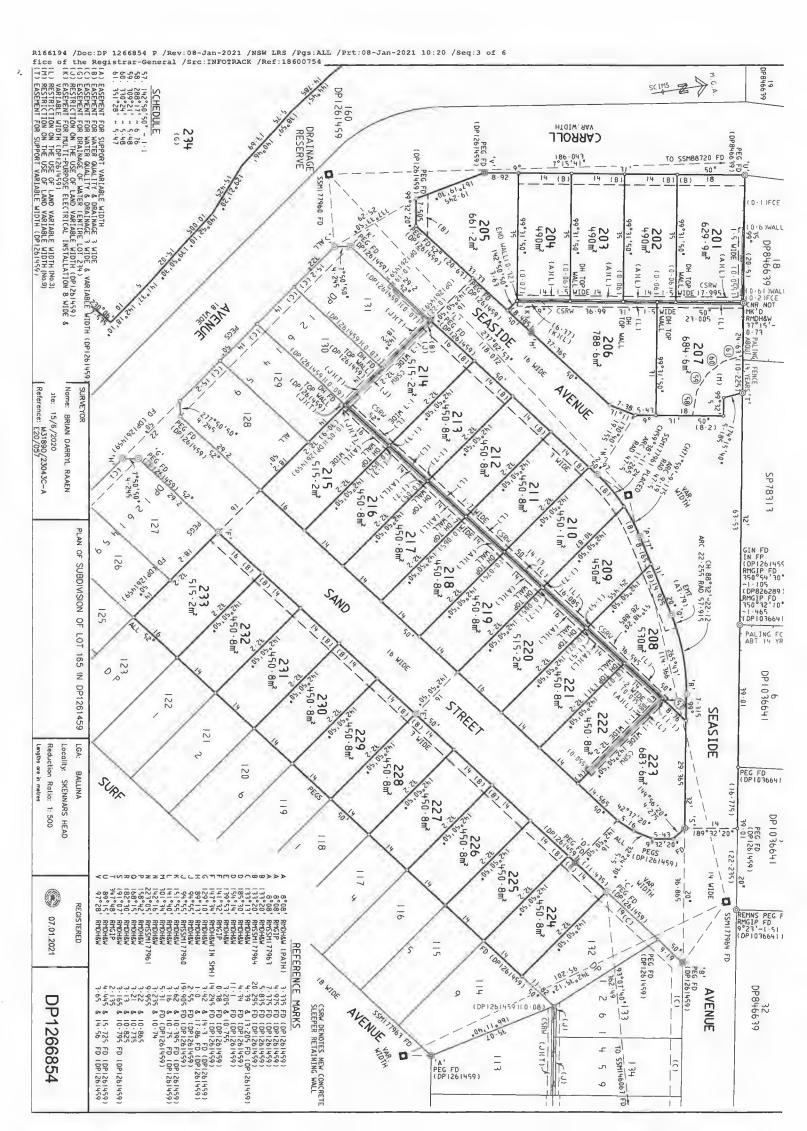
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PLAN FORM 6 (2019) WARNING: Creasing or fi	olding will lead to rejection ePlan
	OMINISTRATION SHEET         Sheet 1 of 3 sheet(s)
Office Use Only Registered: 07.01.2021 Title System: TORRENS	Office Use Only DP1266854
PLAN OF SUBDIVISION OF LOT 165 IN DP1261459	LGA: BALLINA Locality: SKENNARS HEAD Parish: BALLINA County: ROUS
Survey Certificate         I, BRIAN DARRYL RAAEN	Crown Lands NSW/Western Lands Office Approval I. (Authorised Officer) in approving this plan certify that all necessary approvaled in regard to the allocation of the land shown herein have been aiven. Signature: Date: File Number: Office Subdivision Certificate I. Subdivision Certificate I. Subdivision Certificate I. Social S
Surveyor's Reference: M31890/23043C-A E20/057	Signatures, Seals and Section 88B Statements should appear on
	PLAN FORM 6A

I:R166194 /Doc:DP 1266854 P /Rev:08-Jan-2021 /NSW LRS /Pgs:ALL /Prt:08-Jan-2021 10:20 /Seq:5 of 6 Office of the Registrar-General /Src:INFOTRACK /Ref:18600754

PLAN	FORM 6A (2	019) <b>DEPOSIT</b>	ED PLAN AD	MINISTRATION SI	HEET Sheet 2 of 3	ePlan sheet(s
			ffice Use Only			e Use On
Regist	ered:	07.01.2021				
PLAN OP126		ON OF LOT 165 II			1266854	
		nber: 244.2/3 1 Decembe	2017	<ul> <li>A schedule of lots an</li> <li>Statements of intention accordance with sect</li> <li>Signatures and seals</li> </ul>	ion of the following information d addresses - See 60(c) SSI Re on to create and release affectin ion 88B Conveyancing Act 1919 - see 195D Conveyancing Act 1 n cannot fit in the appropriate pain n sheets.	gulation 20 ig interests i 9 919
Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	
201	Tumber	10	CAPBOLL			
201		19	CARROLL	AVENUE	SKENNARS HEAD	
202		21	CARROLL	AVENUE	SKENNARS HEAD	
203 204		23	CARROLL		SKENNARS HEAD	
		25	CARROLL	AVENUE		
205		27	CARROLL	AVENUE	SKENNARS HEAD	
206		3	SEASIDE	AVENUE	SKENNARS HEAD	
207			SEASIDE	AVENUE	SKENNARS HEAD	
208		16	SEASIDE SEASIDE	AVENUE	SKENNARS HEAD	
209 210		12			SKENNARS HEAD	
211		10	SEASIDE		SKENNARS HEAD	
212			SEASIDE		SKENNARS HEAD	
212		8		AVENUE	SKENNARS HEAD	
213		6	SEASIDE	AVENUE	SKENNARS HEAD	
		3			SKENNARS HEAD	
215		5	SAND SAND	STREET	SKENNARS HEAD	
217		7	SAND	STREET STREET	SKENNARS HEAD	
218		9	SAND	STREET	SKENNARS HEAD	
219		11	SAND	STREET	SKENNARS HEAD	
220		13	SAND	STREET	SKENNARS HEAD	
221		15	SAND	STREET	SKENNARS HEAD	
222		17	SAND	STREET		
223		19	SAND	STREET	SKENNARS HEAD	
224	1	22	SAND	STREET	SKENNARS HEAD	
225		20	SAND	STREET	SKENNARS HEAD	
226		18	SAND	STREET	SKENNARS HEAD	
227		16	SAND	STREET	SKENNARS HEAD	
228		14	SAND	STREET	SKENNARS HEAD	
229		12	SAND	STREET	SKENNARS HEAD	
230		10	SAND	STREET	SKENNARS HEAD	
231		8	SAND	STREET	SKENNARS HEAD	
232		6	SAND	STREET	SKENNARS HEAD	
233		4	SAND	STREET	SKENNARS HEAD	
234		N/A		BOULEVARD		

If space is insufficient use additional annexure sheet

Surveyor's Reference: M31890/23043C-A E20/057

1:R166194 /Doc:DP 1266854 P /Rev:08-Jan-2021 /NSW LRS /Pgs:ALL /Prt:08-Jan-2021 10:20 /Seq:6 of 6 Office of the Registrar-General /Src:INFOTRACK /Ref:18600754

	ePlan
PLAN FORM 6A (2019) DEPOSITED PLAN AD	DMINISTRATION SHEET Sheet 3 of 3 sheet(s)
Office Use Only <b>Registered:</b> 07.01.2021	
PLAN OF SUBDIVISION OF LOT 165 IN DP1261459	DP1266854
Subdivision Certificate number: 244.2/2017 Date of Endorsement: 7 December 2020	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>
<ul> <li>PURSUANT TO SECTION 88B OF THE CONVEYANCING</li> <li>1. EASEMENT FOR SUPPORT VARIABLE WIDTH, DESI</li> <li>2. EASEMENT FOR WATER QUALITY AND DRAINAGE</li> <li>3. RESTRICTION ON THE USE OF LAND, DESIGNATED</li> <li>4. EASEMENT FOR DRAINAGE OF WATER (ENTIRE LC</li> <li>5. POSITIVE COVENANT</li> <li>6. POSITIVE COVENANT</li> <li>7. POSITIVE COVENANT</li> <li>8. RESTRICTION ON THE USE OF LAND</li> <li>9. RESTRICTION ON THE USE OF LAND, DESIGNATED</li> <li>RELEASE:-</li> <li>1. EASEMENT FOR DRAINAGE OF WATER (ENTIRE LC</li> <li>2. EASEMENT FOR DRAINAGE OF WATER (ENTIRE LC</li> <li>2. EASEMENT FOR UNDERGROUND POWERLINES 16</li> <li>INTRAPAC SKENNARS HEAD PTY LTD</li> <li>ACN 609488780</li> </ul>	IGNATED (A) 3 WIDE, DESIGNATED (B) D (L) DT), DESIGNATED (G) D (M) DT)(DP1261459) 5 WIDE (DP1261459)
EXECUTED BY INTRAPAC SKENWARS HI BY ITS DULY APPOINTED ATTORNEY U BOOK 4753 NO. 71 IN THE PRESEN	INDER POWER OF ATTORNEY
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIM	
BAVID WILLIAM KNOBEL NO (BY EXECUTING THIS DEED THE W ATTORNEY STATES THAT THE AD ATTORNEY HAS BEED NO OC	ME OF, JEFFREY ROSS BEHRENDORFF. JEFFREY ROSS BEHRENDORFF. MINESS OFFICE 4 97 BURLEIGH STREET CLUBATION: BURLIEIGH WATERS Q 4220. WINESS DEVELOPMENT MANAGER.
If space is insufficient use	e additional annexure sheet

Surveyor's Reference: M31890/23043C-A E20/057

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

(Sheet 1 of 17 sheets)

Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

No. dated 7 December 20:

Full name and address of the owner of the land: Intrapac Skennars Head Pty Ltd (ACN 609 488 780) 2/79 West Burleigh Road BURLEIGH HEADS QLD 4220

#### PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		Lot 201	Lots 202 and 207
		Lot 202	Lots 201, 203, 206 and 207
		Lot 203	Lots 202, 204 and 206
		Lot 204	Lots 203 and 206
1	EASEMENT FOR SUPPORT VARIABLE WIDTH, DESIGNATED (A)	Lot 215	Lots 213, 214 and 216
		Lot 216	Lots 212-215 and 217
		Lot 217	Lots 211-213, 216 and 218
		Lot 218	Lots 210-212, 217 and 219
		Lot 219	Lots 209-211, 218 and 220

Council Authorised Delegate

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

(Sheet 2 of 17 sheets)

Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate:  $244 \cdot 2/2017$ 

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		Lot 220	Lots 208-210, 219 and 221
		Lot 221	Lots 208, 209, 220 and 222
		Lot 222	Lots 208, 221 and 223
2	EASEMENT FOR WATER QUALITY AND DRAINAGE 3 WIDE, DESIGNATED (B)	Lots 201-205 inclusive, Lots 208-214 inclusive and Lots 224-233 inclusive	Ballina Shire Council
		Part Lot 201	Lots 202 and 207
		Part Lot 202	Lots 201, 203, 206 and 207
		Part Lot 203	Lots 202, 204 and 206
3	RESTRICTION ON THE USE OF LAND,	Part Lot 204	Lots 203 and 206
	DESIGNATED (L)	Part Lot 206	Lots 202-204 and 207
		Part Lot 207	Lots 201, 202 and 206
		Part Lot 208	Lots 209 and 220-223
		Part Lot 209	Lots 208, 210 and 219-221

..... Council Authorised Delegate

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

(Sheet 3 of 17 sheets)

Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		Part Lot 210	Lots 209, 211 and 218-220
		Part Lot 211	Lots 210, 212 and 217-219
		Part Lot 212	Lots 211, 213 and 216-218
		Part Lot 213	Lots 212, 214 and 215-217
		Part Lot 214	Lots 213, 215 and 216
		Part Lot 215	Lots 213, 214 and 216
		Part Lot 216	Lots 212-214, 215 and 217
		Part Lot 217	Lots 211-213, 216 and 218
		Part Lot 218	Lots 210-212, 217 and 219
		Part Lot 219	Lots 209-211, 218 and 220
		Part Lot 220	Lots 208-210, 219 and 221
		Part Lot 221	Lots 208, 209, 220 and 222

Council Authorised Delegate

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

(Sheet 4 of 17 sheets)

Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		Part Lot 222	Lots 208, 221 and 223
		Part Lot 223	Lots 208 and 222
4	EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT), DESIGNATED (G)	Lot 234	Ballina Shire Council
5	POSITIVE COVENANT	Lots 201-233 inclusive	Ballina Shire Council
6	POSITIVE COVENANT	Lots 201-233 inclusive	Ballina Shire Council
7	POSITIVE COVENANT	Lots 201-233 inclusive	Ballina Shire Council
8	RESTRICTION ON THE USE OF LAND	Lots 201-233 inclusive	Ballina Shire Council
9	RESTRICTION ON THE USE OF LAND, DESIGNATED (M)	Part Lot 207	Ballina Shire Council

...... Council Authorised Delegate

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

(Sheet 5 of 17 sheets)

Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate:  $Z \sqcup \sqcup Z / 2 \odot 17$ 

No...... dated 7 December 202

#### PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT) (DP1261459)	Lot 165 in DP1261459	Ballina Shire Council
2	EASEMENT FOR UNDERGROUND POWERLINES 16 WIDE (DP1261459)	Lot 165 in DP1261459	Essential Energy

Council Authorised Delegate

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## Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

No...... dated 7 December 2020

#### PART 2 (Terms)

#### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

**Burdened Lot** means a lot burdened by a restrictive covenant, positive covenant or easement and includes each and every part of such a Lot;

**Benefited Lot** means a lot benefited by a restrictive covenant or easement and includes each and every part of such a Lot;

Building means any house, home unit, villa, structure, improvement or extension;

Developer means:

- (i) Intrapac Skennars Head Pty Ltd (ACN 609 488 780) (ISH); and
- (ii) ISH's nominee where approval is required;

Habitable Dwelling includes any Building or part of a Building designed for or suitable for separate self-contained occupancy;

Lot means any numbered lot in the Plan;

Owner means:

- (i) a person registered or entitled to be registered as proprietor;
- (ii) a mortgagee in possession; or
- (iii) a covenant chargee in possession.

Plan shall mean the plan of subdivision to which this instrument relates;

**Stormwater Infiltration Device** means the subsurface stormwater infiltration device and associated apparatus, including the subsurface gravel trench, pipes, pits and filters; and

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# Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

No. dated 7 December 2020

**Sunset Date** means the date that the Lot Burdened is subdivided by a plan of subdivision to create one or more lots.

#### 1.2 References to certain terms

In this instrument unless the context indicates otherwise:

words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;

including is not a word of limitation;

the words at any time mean at any time and from time to time;

a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;

a reference to any thing (including 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 2 or more of them collectively and to each of them individually;

a reference to a natural person includes their personal representatives, successors, and permitted assigns;

a reference to a corporation includes its successors and permitted assigns;

a reference to a document is a reference to a document of any kind, including a plan;

where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;

a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;

a reference to a time is to that time in Sydney;

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;

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# Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

No. dated 7 December 20

a requirement to do any thing includes a requirement to cause that thing to be done;

a word that is derived from a defined word has a corresponding meaning;

the singular includes the plural and vice-versa;

words importing one gender include all other genders; and

a reference to a **Burdened Lot** or a **Benefited Lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

## 2 Terms of EASEMENT FOR SUPPORT VARIABLE WIDTH, DESIGNATED (A) numbered 1 in the Plan:

- 2.1 The Owner of a Burdened Lot must:
  - (a) maintain on the Burdened Lot, but only within the site of this easement (Easement Site), the structural stability of the existing wall to support the surface or subsurface of the Benefited Lot or any part of it, or any structure or works on the Benefited Lot and do anything reasonably necessary for that purpose at its expense;
  - (b) not interfere with the existing wall or the support it offers; and
  - (c) not use the site of this easement, or any other part of the Burdened Lot, or any other land, in a way which may detract from the stability of or the support provided by the existing wall.
- 2.2 If an Owner of the Burdened Lot fails to comply with its obligations under **clause 2.1** then the Owner of the Benefited Lot has the right, but not the obligation, at any time to give a notice to the Owner of the Burdened Lot requiring compliance with those obligations.
- 2.3 A notice served under clause 2.2 must:
  - specify a date for compliance which is reasonable having regard to the nature of the action required; and

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# Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate:  $244 \cdot 2/2017$ 

No. dated 7 Deaember 202

- (b) without limiting clause 2.3(a) above, is at least 14 days from the date that the notice is given.
- 2.4 If the Owner of the Burdened Lot fails to comply with a notice given under **clause 2.2** within the timeframe set out in the notice, then the Owner of the Benefited Lot has the right, but not the obligation, to carry out works within the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice at the cost of the Owner of the Burdened Lot.
- 2.5 The Owner of the Benefited Lot, when exercising those powers granted in clause 2.4, must:
  - (a) ensure all work is done properly;
  - (b) cause as little inconvenience as practicable to the Owner of the Burdened Lot;
  - (c) cause as little damage as is practicable to the Burdened Lot;
  - (d) restore the Burdened Lot as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.

### 3 Terms of EASEMENT FOR WATER QUALITY AND DRAINAGE 3 WIDE, DESIGNATED (B) numbered 2 in the Plan:

- 3.1 The authority having the benefit of this easement may:
  - drain water through each Burdened Lot, but only within the site of this easement including using any existing Stormwater Infiltration Device located within the Burdened Lot; and
  - (b) do anything reasonably necessary for that purpose, including:
    - (i) entering the Burdened Lot;
    - (ii) taking anything on to the Burdened Lot; and
    - (iii) carrying out work to the Burdened Lot, such as constructing, placing, repairing or maintaining pipes, channels, ditches, equipment and the Stormwater Infiltration Device.

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# Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: Z44 Z / Z07

- 3.2 The Owner of the Burdened Lot must:
  - (a) maintain the Stormwater Infiltration Device so that is in good working order and fit for purpose; and
  - (b) ensure that no structure, other than a driveway or alike, is constructed above the site of this easement.
- 3.3 In exercising those powers, the authority having the benefit of this easement must:
  - (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened Lot;
  - (c) cause as little damage as is practicable to the Burdened Lot and any improvement on it;
  - (d) restore the Burdened Lot as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.
- 4 Terms of RESTRICTION ON THE USE OF LAND, DESIGNATED (L) numbered 3 in the Plan:
- 4.1 The Owner of a Burdened Lot must not:
  - (a) erect any Habitable Dwelling within the site of the restriction shown on the Plan of the rear of a retaining wall (i.e. the high side of the retaining wall) unless:
    - the Habitable Dwelling is constructed on piers/deep footings extending to near wall depth;
    - (ii) the Habitable Dwelling is to not apply any of its superimposed load against any part of the wall within the site of the restriction; and
    - (iii) the Habitable Dwelling is constructed in accordance with a design solution for the suitable support of the Benefited Lot that has been approved by a suitably qualified engineer; and
  - (b) conduct any excavation of the land within the site of the restriction shown on the Plan forward of a retaining wall (i.e. the low side of the retaining wall), unless a detailed engineering assessment has been completed by a suitably qualified

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# Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

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engineer for the suitable support of the Benefited Lot and approval given by Council.

Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND, DESIGNATED (L) numbered 3 in the Plan:

Ballina Shire Council

#### 5 Terms of EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT), DESIGNATED (G) numbered 4 in the Plan:

- 5.1 An 'Easement for Drainage of Water' on the terms set out in Part 7 of Schedule 4A of the Conveyancing Act 1919 (NSW) (as amended).
- 5.2 The terms of this Easement for Drainage of Water will cease to apply and the rights will be released by the benefited Authority on the Sunset Date.

## Name of Authority empowered to release, vary or modify the EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT), DESIGNATED (G) numbered 4 in the Plan:

Ballina Shire Council

### 6 Terms of POSITIVE COVENANT numbered 5 in the Plan:

- 6.1 The Owner of the Burdened Lot must obtain a Dual Water Supply Cross-Connection Audit Certificate of Compliance (as referred to in Ballina Shire Council's Dual Water Supply Plumbing Policy) in respect of the Burdened Lot from Ballina Shire Council before completing a contract for sale for the Burdened Lot.
- 6.2 This Positive Covenant only applies to the Burdened Lot if plumbing works have been installed upon the Burdened Lot.

## Name of Authority empowered to release, vary or modify the terms of the POSITIVE COVENANT numbered 5 in the Plan:

Ballina Shire Council

#### 7 Terms of POSITIVE COVENANT numbered 6 in the Plan:

The Owner of the Burdened Lot must:

(a) affix effective insect screening to all doors, windows and other openings in all
 Habitable Dwellings constructed on the Burdened Lot;

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# Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

No...... dated 7 December 202

- (b) where the Habitable Dwelling includes large openings which are impractical to effectively screen, for the room(s) which contain the opening – where the opening is closed, light and ventilation must be available to the room in accordance with the provisions of the Building Code of Australia via other openings that are effectively screened; and
- (c) affix effective and durable insect screening to all openings, including inspection openings and overflows of any rainwater tank on the Burdened Lot.

## Name of Authority empowered to release, vary or modify the terms of the POSITIVE COVENANT numbered 6 in the Plan:

Ballina Shire Council

#### 8 Terms of POSITIVE COVENANT numbered 7 in the Plan:

The Owner of the Burdened Lot must maintain, in perpetuity, the area identified as an inner protection area (IPA) as outlined in s 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

## Name of Authority empowered to release, vary or modify the terms of the POSITIVE COVENANT numbered 7 in the Plan:

Ballina Shire Council

#### 9 Terms of RESTRICTION ON THE USE OF LAND numbered 8 in the Plan:

No plumbing may be installed on the Burdened Lot unless it has provision for recycled (nonpotable) water service plumbing and facilities in accordance with Ballina Shire Council's Dual Water Supply Plumbing Policy or any superseding document.

## Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND numbered 8 in the Plan:

Ballina Shire Council

### 10 Terms of RESTRICTION ON THE USE OF LAND, DESIGNATED (M) numbered 9 in the Plan:

No buildings, structures, excavation or inground services shall be constructed, carried out or installed within the area designated (M) on the Plan, which part represents a 15 metre Tree Protection Zone (TPZ).

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# Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

No dated 7 December 20

Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND, DESIGNATED (M) numbered 9 in the Plan:

Ballina Shire Council

...... Council Authorised Delegate

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# Plan: DP1266854

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

No. dated 7 December 202

**EXECUTED** by **INTRAPAC SKENNARS HEAD PTY LTD (ACN 609 488 780)** in accordance with section 127 of the *Corporations Act* 2001:

Signature of Director/Company Secretary

Name of Director/Company Secretary (Block Letters) Signature of Director

Name of Director (Block Letters)

**EXECUTED** by **INTRAPAC SKENNARS HEAD PTY LTD (ACN 609 488 780)** by its duly appointed attorney under Power of Attorney Book **1753**. No. **11** in the presence of:

fure of

JEFFREY ROSS BEHRENDORFF. Name of Witness

Address & Occupation of Witness

97 BURLEIGH STREET, BURLEIGH WATERS Q 4220.

Signature of Attorney

WILLIAM KNOBEL DAVID

Name & Title of Attorney (BY EXECUTING THIS DEED THE ATTORNEY STATES THAT THE ATTORNEY HOS EECEMED NO NOTICE OF LEVERATION OF THE POWER OF ATTORNEY)

Council Authorised Delegate

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### Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

No. dated 7 December 202

EXECUTED by AUSTRALIA AND NEW       )         ZEALAND BANKING GROUP LIMITED by its       )         duly appointed attorney under Power of       )         Attorney Book       No.       in the         presence of:       )	
Signature of Witness	Signature of Attorney
Name of Witness	Name & Title of Attorney
Address & Occupation of Witness	

Council Authorised Delegate

Plan: DP1266854

R166196 /Doc:DP 1266854 B /Rev:08-Jan-2021 /NSW LRS /Pgs:ALL /Prt:08-Jan-2021 10:20 /Seq:16 of 17 ifice of the Registrar-General /Src:INFOTRACK /Ref:18600754

ePlan

(Sheet 15 of 16 sheets)

Plan: DP1266854

Address & Occupation of Witness

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.272017

No. dated 7 December 2020

**EXECUTED** by **ESSENTIAL ENERGY** by its presence of: . . . . . . . . . . . . . . . . . . Signature of Witness Signature of Attorney Martin Eglish Name & Title of Attorney freed of (Ban Melinda White Name of Witness 8 Buller St BA Macquere.

am

Council Authorised Delegate

.............

. S:10015454\_4 CCC

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ePlan

(Sheet 17 of 17 sheets)

Plan of Subdivision of Lot 165 in Deposited Plan 1261459 covered by Subdivision Certificate: 244.2/2017

No...... dated 7 December 202

**EXECUTED** by **BALLINA SHIRE COUNCIL** by its authorised delegate pursuant to s. 377 of the *Local Government Act 1993* (NSW):

Plan: DP1266854

Signature of Authorised Delegate

ANDREW 5mith Name of Authorised Delegate

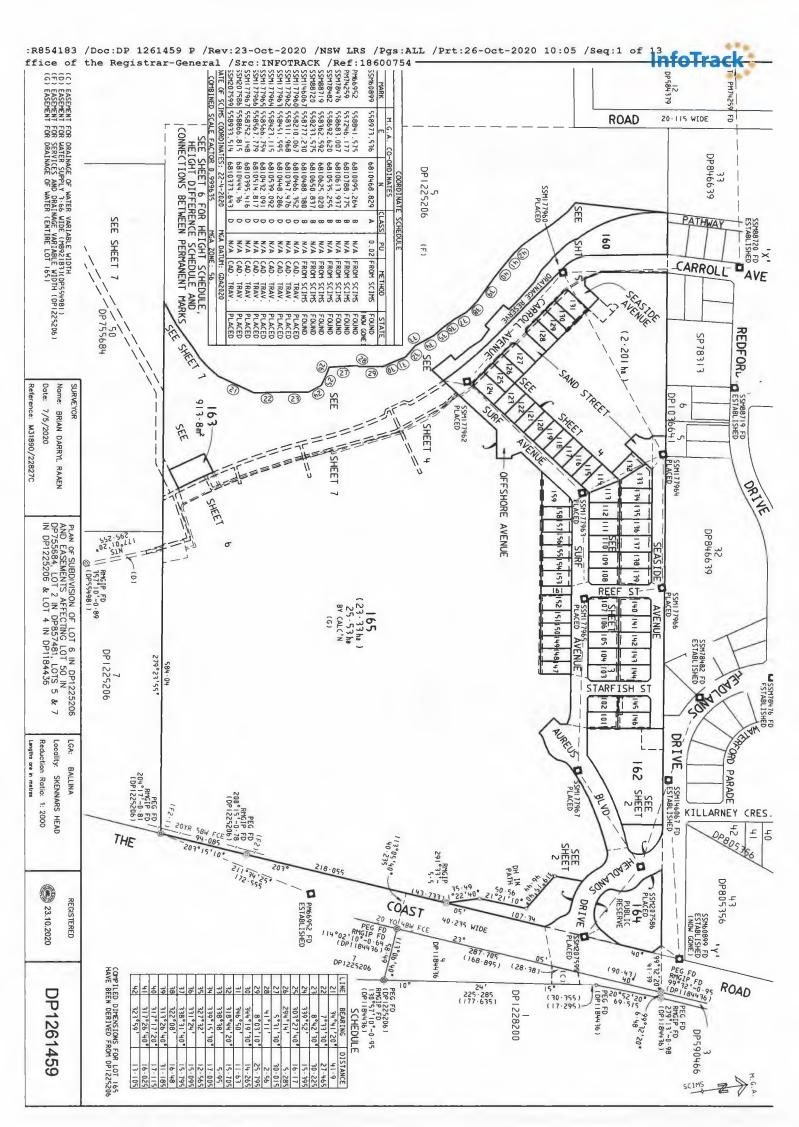
Date: 7.12.20

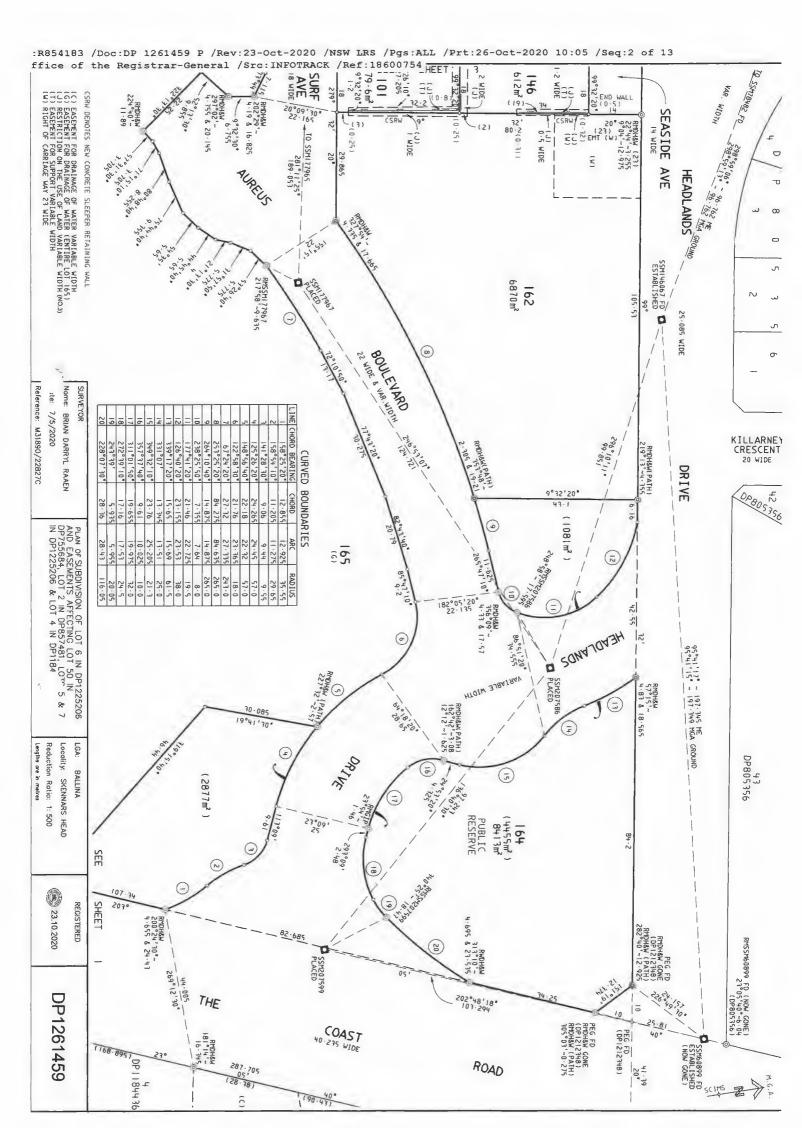
I certify that I am an eligible witness and that the delegate signed in my presence:

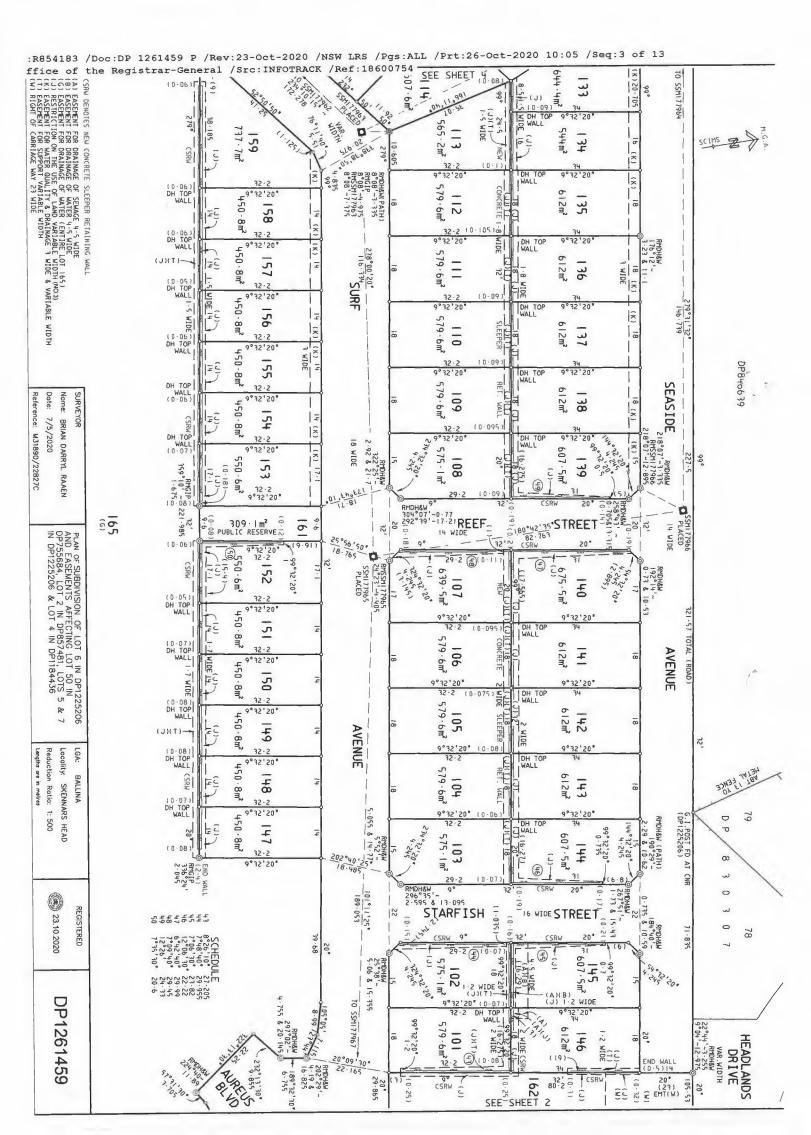
Witness Signature
Name (Print) Sue Made
Title: Admin Officer
Address: 40 Cherry St, Balling

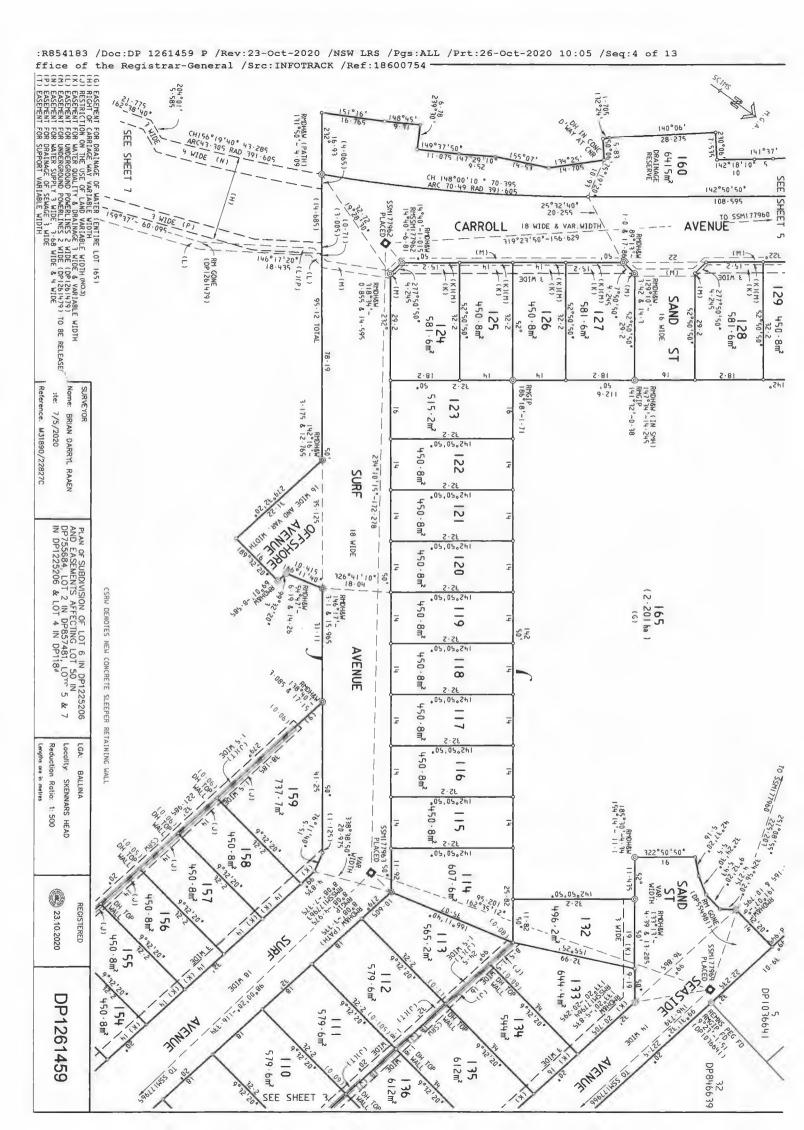


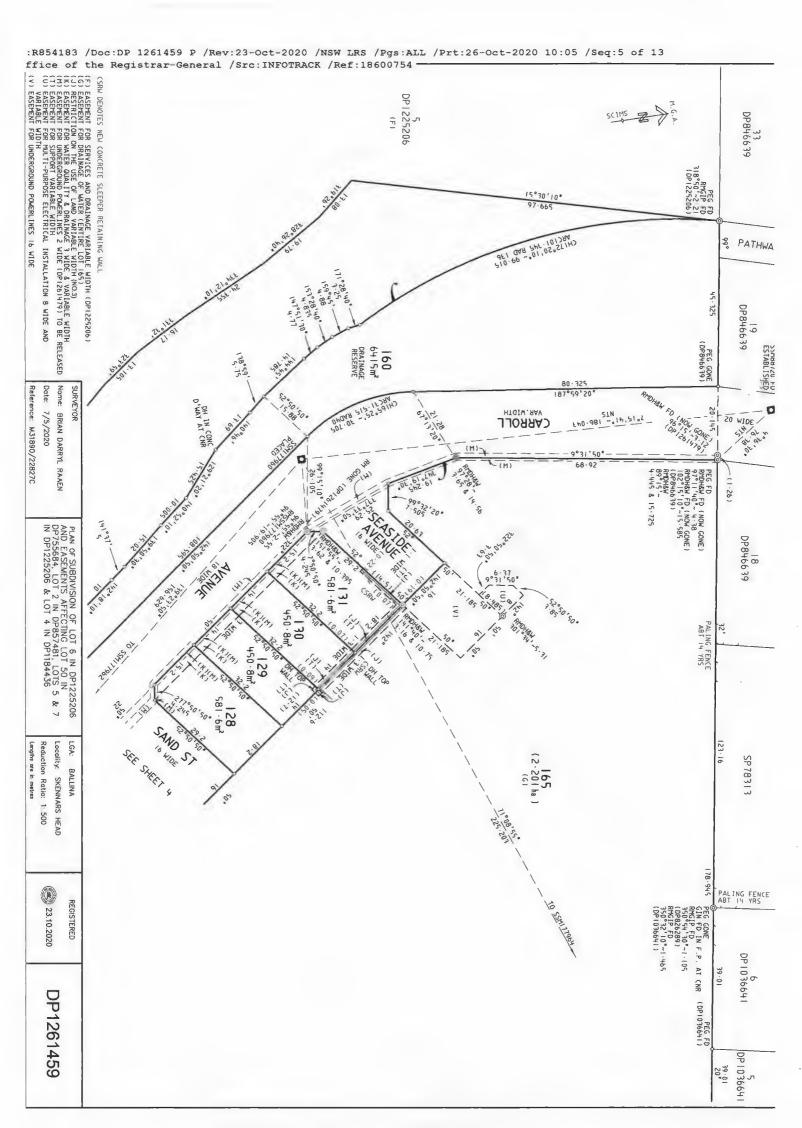
Council Authorised Delegate

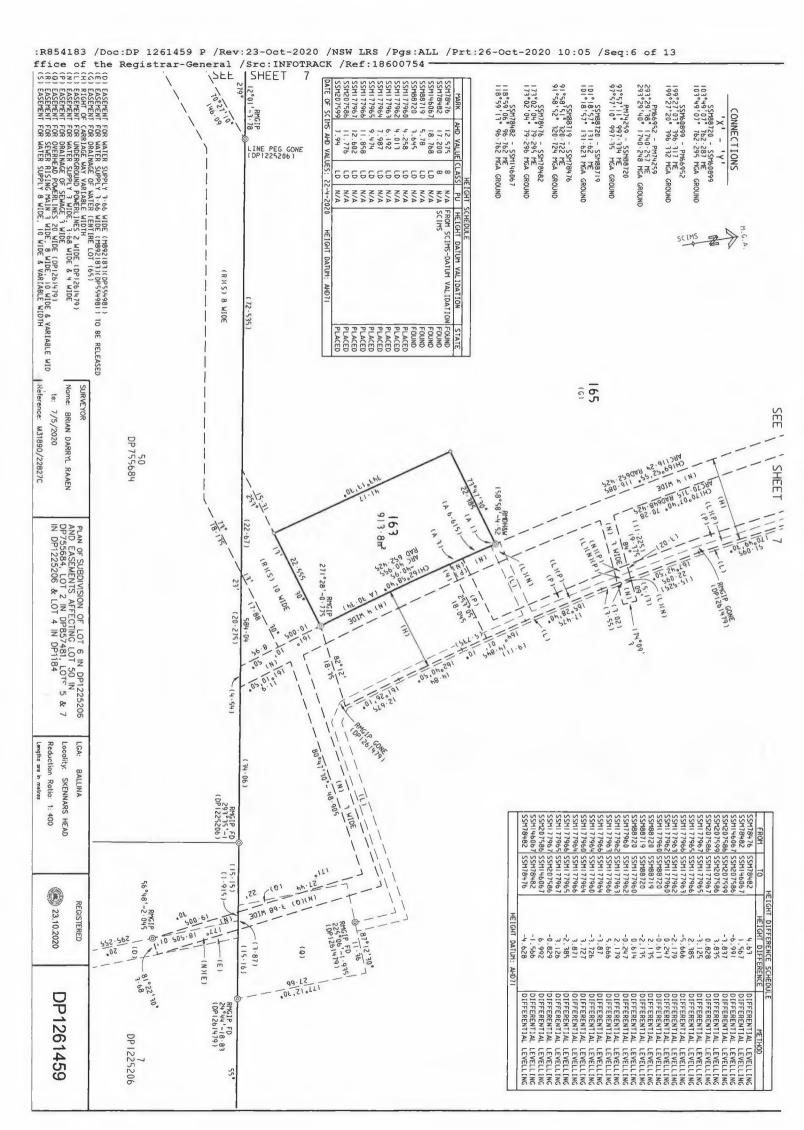


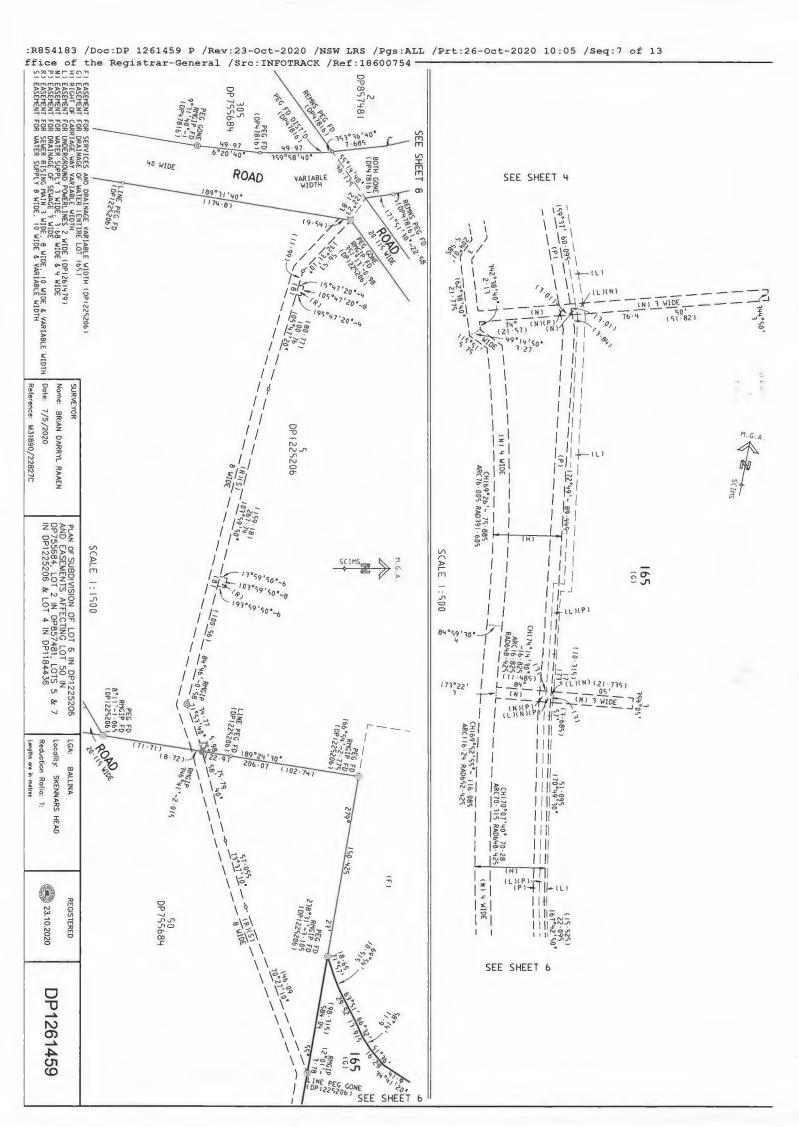


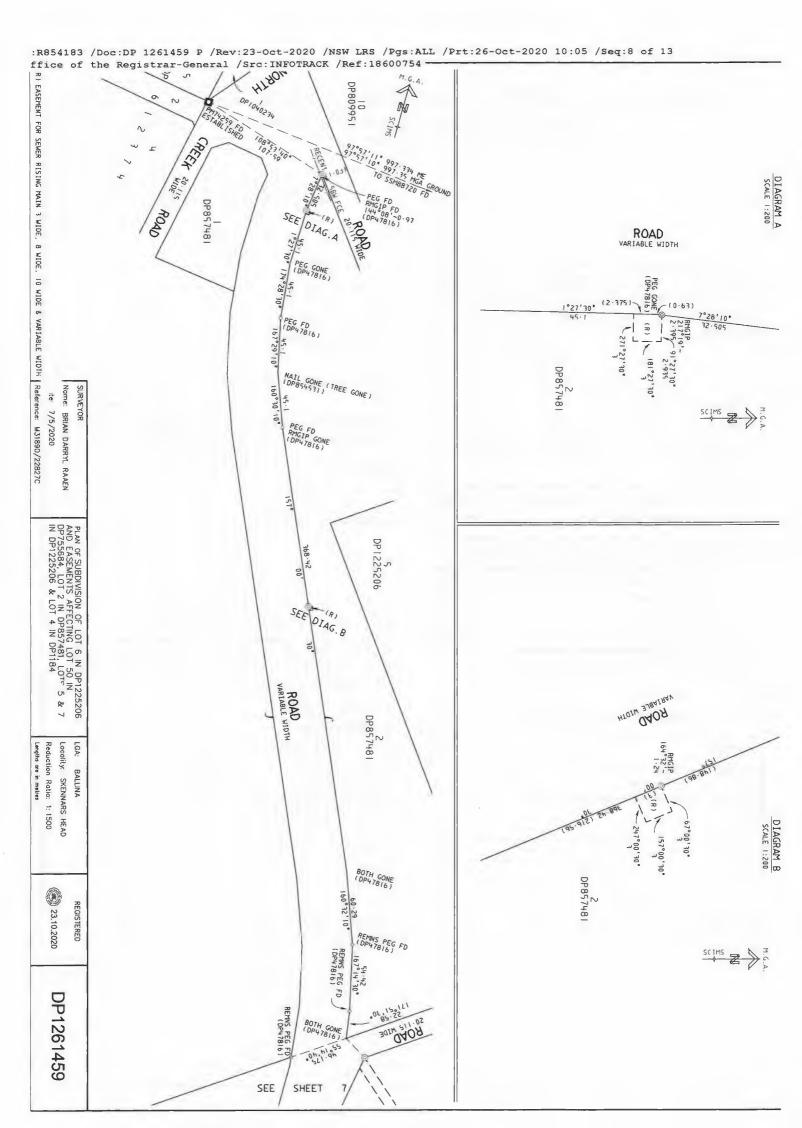












1:R854183 /Doc:DP 1261459 P /Rev:23-Oct-2020 /NSW LRS /Pgs:ALL /Prt:26-Oct-2020 10:05 /Seq:9 of 13 )ffice of the Registrar-General /Src:INFOTRACK /Ref:18600754

PLAN FORM 6 (2019) WARNING: Creasing or fo	olding will lead to rejection ePlan
DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 1 of 5 sheet(s)
Office Use Only Registered: 23.10.2020 Title System: TORRENS	Office Use Only DP1261459
PLAN OF SUBDIVISION OF LOT 6 IN DP1225206 AND EASEMENTS AFFECTING LOT 50 IN DP755684, LOT 2 IN DP857481, LOTS 5 & 7 IN DP1225206 & LOT 4 IN DP1184436	LGA: BALLINA Locality: SKENNARS HEAD Parish: BALLINA County: ROUS
Survey Certificate  I, BRIAN DARRYL RAAEN of B & P Surveys, PO Box 46, Murwillumbah, NSW, 2484 a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:  *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on, or *(b) The part of the land shown in the plan (*being/*excluding ** Lots 101-164, Part Lot 165 and connections) was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, the part surveyed is accurate and the survey was completed on, 7-5-2020 the part not surveyed was compiled in accordance with that Regulation, or *(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017. Datum Line: 'X' – 'Y' Type: *Urban/*Rural The terrain is *Level-Undulating / *Steep-Mountainous. Signature:	Crown Lands NSW/Western Lands Office Approval  (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given.  Signature: Date: File Number:  Office  Subdivision Certificate  Addeddeddeddeddeddeddeddeddeddeddeddedde
Plans used in the preparation of survey/compilation. DP47816, DP251003, DP554981, DP805356, DP826289, DP830307, DP846639, DP854531, DP857481, DP1036641, DP1184436, DP1212348, DP1225206, DP1261479	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land. IT IS INTENDED TO DEDICATE AUREUS BOULEVARD, SURF AVENUE, STARFISH STREET, REEF STREET, SEASIDE AVENUE, SAND STREET, OFFSHORE AVENUE AND THE EXTENSION OF CARROLL AVENUE AND EXTENSION OF HEADLANDS DRIVE TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO CREATE LOT 160 AS DRAINAGE RESERVE. IT IS INTENDED TO DEDICATE LOTS 161 & 164 AS PUBLIC RESERVE.
Surveyor's Reference: M31890/22827C	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

I:R854183 /Doc:DP 1261459 P /Rev:23-Oct-2020 /NSW LRS /Pgs:ALL /Prt:26-Oct-2020 10:05 /Seq:10 of 13 )ffice of the Registrar-General /Src:INFOTRACK /Ref:18600754

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Regist	ered:	23.10.2020	ffice Use Only	DE		Jse
PLAN OF SUBDIVISION OF LOT 6 IN DP1225206 AND EASEMENTS AFFECTING LOT 50 IN DP755684, LOT 2 IN DP857481, LOTS 5 & 7 IN		0 IN	DP1261459			
ubdivisi	ion Certificate nur	IN DP1184436 mber: 244.1/2 6 Septemb	•	A schedule of lots a Statements of inten- accordance with sea Signatures and sea	ision of the following information as indiaddresses - See 60(c) SSI Regulation to create and release affecting in to the section 88B Conveyancing Act 1919 s- see 195D Conveyancing Act 1919 ch cannot fit in the appropriate pane on sheets.	<i>lation</i> nteres 9
Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name	
101		6	SURF	AVENUE	SKENNARS HEAD	
102		8	SURF	AVENUE	SKENNARS HEAD	
103		10	SURF	AVENUE	SKENNARS HEAD	
104		12	SURF	AVENUE	SKENNARS HEAD	
105		14	SURF	AVENUE	SKENNARS HEAD	
106		16	SURF	AVENUE	SKENNARS HEAD	
107		18	SURF	AVENUE	SKENNARS HEAD	
108		20	SURF	AVENUE	SKENNARS HEAD	
109		22	SURF	AVENUE	SKENNARS HEAD	
110		24	SURF	AVENUE	SKENNARS HEAD	
111		26	SURF	AVENUE	SKENNARS HEAD	
112		28	SURF	AVENUE	SKENNARS HEAD	
113		30	SURF	AVENUE	SKENNARS HEAD	
114		32	SURF	AVENUE	SKENNARS HEAD	
115		34	SURF	AVENUE	SKENNARS HEAD	
116		36	SURF	AVENUE	SKENNARS HEAD	
117		38	SURF	AVENUE	SKENNARS HEAD	
118		40	SURF	AVENUE	SKENNARS HEAD	
119		42	SURF	AVENUE	SKENNARS HEAD	
120		44	SURF	AVENUE	SKENNARS HEAD	
121		46	SURF	AVENUE	SKENNARS HEAD	
122		48	SURF	AVENUE	SKENNARS HEAD	
123		50	SURF	AVENUE	SKENNARS HEAD	
124		43	CARROLL	AVENUE	SKENNARS HEAD	
125		41	CARROLL	AVENUE	SKENNARS HEAD	
126		39	CARROLL	AVENUE	SKENNARS HEAD	
127		37	CARROLL	AVENUE	SKENNARS HEAD	
128		35	CARROLL	AVENUE	SKENNARS HEAD	
129		33	CARROLL	AVENUE	SKENNARS HEAD	
130		31	CARROLL	AVENUE	SKENNARS HEAD	
131		29	CARROLL	AVENUE	SKENNARS HEAD	
132		24	SAND	STREET	SKENARRS HEAD	
133		20	SEASIDE	AVENUE	SKENNARS HEAD	
134		22	SEASIDE	AVENUE	SKENNARS HEAD	

I:R854183 /Doc:DP 1261459 P /Rev:23-Oct-2020 /NSW LRS /Pgs:ALL /Prt:26-Oct-2020 10:05 /Seq:11 of 13
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egiste	ered:	23.10.2020	ffice Use Only	סס		Use Only
ND E	ASEMENTS A 684, LOT 2 IN	ON OF LOT 6 IN E FFECTING LOT 5 DP857481, LOTS	0 IN	DF	1261459	
ubdivisi	ion Certificate nun	IN DP1184436 nber: 244.1/2 6 Scplemb	•	A schedule of lots and Statements of intentic accordance with secti Signatures and seals-	ion of the following information as d addresses - See 60(c) <i>SSI Regi</i> on to create and release affecting on 88B <i>Conveyancing Act 1919</i> - see 195D <i>Conveyancing Act 19</i> n cannot fit in the appropriate pan n sheets.	ulation 2017 interests in 19
Lot	Sub-Address	Address Number	Road Name	Road Type	Locality Name	
	Number					
135		24	SEASIDE	AVENUE	SKENNARS HEAD	
136		26	SEASIDE	AVENUE	SKENNARS HEAD	
137		28	SEASIDE	AVENUE	SKENNARS HEAD	
138		30	SEASIDE	AVENUE	SKENNARS HEAD	
139		32	SEASIDE	AVENUE	SKENNARS HEAD	
140		34	SEASIDE	AVENUE	SKENNARS HEAD	
141		36	SEASIDE	AVENUE	SKENNARS HEAD	
142		38	SEASIDE	AVENUE	SKENNARS HEAD	
143		40	SEASIDE	AVENUE	SKENNARS HEAD	
144		42	SEASIDE	AVENUE	SKENNARS HEAD	
145		44	SEASIDE	AVENUE	SKENNARS HEAD	
146		46	SEASIDE	AVENUE	SKENNARS HEAD	
147		7	SURF	AVENUE	SKENNARS HEAD	
148		9	SURF	AVENUE	SKENNARS HEAD	
149		11	SURF	AVENUE	SKENNARS HEAD	
150		13	SURF	AVENUE	SKENNARS HEAD	
151		15	SURF	AVENUE	SKENNARS HEAD	
152		17	SURF	AVENUE	SKENNARS HEAD	
153		19	SURF	AVENUE	SKENNARS HEAD	
154		21	SURF	AVENUE	SKENNARS HEAD	
155		23	SURF	AVENUE	SKENNARS HEAD	
156		25	SURF	AVENUE	SKENNARS HEAD	
157		27	SURF	AVENUE	SKENNARS HEAD	
158		29	SURF	AVENUE	SKENNARS HEAD	
159		31	SURF	AVENUE	SKENNARS HEAD	
160		N/A	CARROLL	AVENUE	SKENNARS HEAD	
161		N/A	SURF	AVENUE	SKENNARS HEAD	
162		N/A	AUREUS	BOULEVARD	SKENNARS HEAD	
In/			N/A	N/A	SKENNARS HEAD	
1 <u>63</u> 164		N/A N/A	HEADLANDS	DRIVE	SKENNARS HEAD	

If space is insufficient use additional annexure sheet

Surveyor's Reference: M31890/22827C

I:R854183 /Doc:DP 1261459 P /Rev:23-Oct-2020 /NSW LRS /Pgs:ALL /Prt:26-Oct-2020 10:05 /Seq:12 of 13 )ffice of the Registrar-General /Src:INFOTRACK /Ref:18600754 ePlan

PLAN FORM 6A (2019) DEPOSITED PLAN AI	DMINISTRATION SHEET Sheet 4 of 5 sheet(s)
Office Use Only Registered: 23.10.2020	
PLAN OF SUBDIVISION OF LOT 6 IN DP1225206 AND EASEMENTS AFFECTING LOT 50 IN DP755684, LOT 2 IN DP857481, LOTS 5 & 7 IN	DP1261459
DP1225206 & LOT 4 IN DP1184436 Subdivision Certificate number: 244-1 / 2017 Date of Endorsement: 16 September 2020	<ul> <li>Any information which cannot fit in the appropriate panel of sheet</li> </ul>
PURSUANT TO SECTION 88B OF THE CONVEYANCING	1 of the administration sheets.
<ul> <li>EASEMENT FOR DRAINAGE OF SEWAGE 4.5 WIDE,</li> <li>EASEMENT FOR DRAINAGE OF WATER 4.5 WIDE, E</li> <li>RESTRICTION ON THE USE OF LAND WARABLE WIDTH,</li> <li>EASEMENT FOR DRAINAGE OF WATER (ENTIRE LC</li> <li>RIGHT OF CARRIAGE WAY VARIABLE WIDTH, DESI</li> <li>EASEMENT FOR WATER QUALITY &amp; DRAINAGE 3 W</li> <li>EASEMENT FOR WATER SUPPLY 3 WIDE, 3.68 WID</li> <li>EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, E</li> <li>EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, E</li> <li>EASEMENT FOR WATER SUPPLY 8 WIDE, 10 WIDE</li> <li>POSITIVE COVENANT</li> <li>POSITIVE COVENANT</li> <li>POSITIVE COVENANT</li> <li>POSITIVE COVENANT</li> <li>EASEMENT FOR MULTI – PURPOSE ELECTRICAL IN DESIGNATED (U)</li> <li>EASEMENT FOR UNDERGROUND POWERLINES 16</li> <li>RESTRICTION ON THE USE OF LAND</li> <li>RESTRICTION ON THE USE OF LAND</li> <li>EASEMENT FOR MULTI – PURPOSE ELECTRICAL IN DESIGNATED (U)</li> <li>EASEMENT FOR UNDERGROUND POWERLINES 16</li> <li>RESTRICTION ON THE USE OF LAND</li> <li>RESTRICTION ON THE USE OF LAND</li> <li>RESTRICTION ON THE USE OF LAND</li> </ul>	DESIGNATED (B) DTH, DESIGNATED (J) DT), DESIGNATED (G) GNATED (H) VIDE AND VARIABLE WIDTH, DESIGNATED (K) IGNATED (T) E & 4 WIDE, DESIGNATED (N) DESIGNATED (P) IDE, 10 WIDE & VARIABLE WIDTH, DESIGNATED (R) & VARIABLE WIDTH, DESIGNATED (S) WIDTH, DESIGNATED (C) NSTALLATION 8 WIDE AND VARIABLE WIDTH, WIDE, DESIGNATED (V)
RELEASE:- 1. PART OF EASEMENT FOR WATER SUPPLY 3.66 WII 2. EASEMENT FOR WATER SUPPLY 3.66 WIDE (M892 3. PART OF EASEMENT FOR UNDERGROUND POWER	183)
If space is insufficient use	additional annexure sheet
Surveyor's Reference: M31890/22827C	

i:R854183 /Doc:DP 1261459 P /Rev:23-Oct-2020 /NSW LRS /Pgs:ALL /Prt:26-Oct-2020 10:05 /Seq:13 of 13
)ffice of the Registrar-General /Src:INFOTRACK /Ref:18600754
ePlan

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 5 of 5 sheet(s) Office Use Only Office Use Only 23.10.2020 **Registered:** DP1261459 PLAN OF SUBDIVISION OF LOT 6 IN DP1225206 AND EASEMENTS AFFECTING LOT 50 IN DP755684, LOT 2 IN DP857481, LOTS 5 & 7 IN DP1225206 & LOT 4 IN DP1184436 This sheet is for the provision of the following information as required: A schedule of lots and addresses - See 60(c) SSI Regulation 2017 Subdivision Certificate number 244.1/2017 Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919 Date of Endorsement: 16 September 2020 . Signatures and seals- see 195D Conveyancing Act 1919 Any information which cannot fit in the appropriate panel of sheet • 1 of the administration sheets. PETER WILLIAM STEWART INTRAPAC SKENNARS HEAD PTY LTD ACN 609488780 Bighed by Peter William Stewart by his Attorney Rutin Maria Stewart Derwart to the Dower of Attorney registration number 595 Book 476 b David Keith RUTH MARY STEWART Tayes Pm Studart 1.7.2020 SOLE DIRECTOR Secretary AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED Executed for and on behalf of Two Australia and New Zealand Banking Group Limited Signature of Attorney ABN 11 005 357 522 In the presence of under Power of Attorney dated 18th November 2002 and registered in New South Wales MUD. Book: 4376 Felio: 410 by nature of Witness ADRIAN ZANTIS. MICHAEL DABERI ..... Print name of Witness who certilies that he/she is a Senior Manager/Manager 242 Pitt Street Sydney NSW 2000 and that he/she has not received Address of Witness potice of revocation of that Power. If space is insufficient use additional annexure sheet Surveyor's Reference: M31890/22827C

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

(Sheet 1 of 24 sheets)

Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No.244.1/2017 dated 16 September 20

Full name and address of the owner of the land:

DP1261459

Plan:

Intrapac Skennars Head Pty Ltd (ACN 609 488 780) 2/79 West Burleigh Road BURLEIGH HEADS QLD 4220

#### PART 1 (Creation)

Number Identity of easement, profit à prendre, restriction on the use of shown land or positive covenant to be created and referred to in the Plan intentio n panel on the Plan		Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1 Easement for Drainage of Sewage 4.5 Wide, designated (A)		Lots 145 and 146	Ballina Shire Council
2	Easement for Drainage of Water 4.5 Wide, designated (B)	Lot 145	Lot 146
3 Restriction on the Use of Land <del>Variable</del>		Part Lots 101- 113 inclusive, 129-131 inclusive, 133- 159 inclusive, 162 and 165 inclusive	Lots 101-113 inclusive, 129-131 inclusive, 133-159 inclusive, 162 and 165 inclusive

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

(Sheet 2 of 24 sheets)

Plan:

DP1261459

Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No244.1/2017 ... dated 16 September 2020

......

Number of item shown in the intentio n panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities	
4 Easement for Drainage of Water (Entire Lot), designated (G)		Lot 165	Ballina Shire Council	
5	5 Right of Carriage Way Variable Width, designated (H)		Ballina Shire Council	
6 Easement for Water Quality & Drainage 3 Wide & Variable Width, designated (K)		Lots 124-139 inclusive & Lots 153-159 inclusive	Ballina Shire Council	
7 Easement for Support Variable Width, designated (T)		Lots 101-113 inclusive, 129- 131 inclusive, 146 and 165 inclusive	Lots 101-113 inclusive, 129-131 inclusive, 133-159 inclusive, 162 and 165 inclusive	
8 Easement for Water Supply 3 Wide, 3.68 Wide and 4 Wide, designated (N)		Lot 165 and Lot 7 DP1225206	Ballina Shire Council	
9	Easement for Drainage of Sewage 3 Wide, designated (P)	Lot 165	Ballina Shire Council	

5:9850616\_9 Gouncil Authorised Delegate

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

(Sheet 3 of 24 sheets)

DP1261459

Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No.244. 1 /2017 dated 16 September 202

•••••

Number of item shown in the intentio n panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
10 Easement for Sewage Rising Main 3 Wide, 8 Wide, 10 Wide, and Variable Width, designated (R)		Lot 165, Lot 50 DP755684, Lot 5 DP1225206 and Lot 2 DP857481	Ballina Shire Council
11 Easement for Water Supply 8 Wide, 10 Wide and Variable Width, designated (S)		Lot 165, Lot 50 DP755684 and Lot 5 DP1225206	Ballina Shire Council
12	Positive Covenant	Lots 101-159 inclusive	Ballina Shire Council
13	Positive Covenant	Lots 101-159 inclusive	Ballina Shire Council
14 Restriction on the Use of Land		Lot 162	Ballina Shire Council
15 Positive Covenant		Lots 101-159 inclusive	Ballina Shire Council
16 Positive Covenant		Lot 165	Ballina Shire Council
17 Easement for Drainage of Water Variable Width, designated (C)		Lot 4 DP1184436	Ballina Shire Council

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

(Sheet 4 of 24 sheets)

Plan:

DP1261459

Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No.244.1/2017 dated 16 September 202.

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Number of item shown in the intentio n panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities	
18 Easement for Multi-purpose Electrical Installation 8 Wide and Variable Width, designated (U)		Lot 165	Essential Energy	
19	Easement for Underground Powerlines 16 Wide, designated (V)	Lot 165	Essential Energy	
20 Restriction on the Use of Land		Lot 101-159 inclusive	Ballina Shire Council	
21 Right of Carriage Way 23 Wide, designated (W)		Lot 162	Ballina Shire Council	
22 Restriction on the Use of Land		Lots 123-126	Ballina Shire Council	

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

(Sheet 5 of 24 sheets)

Plan:

DP1261459

Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No.244.1/2017... dated 16 September 2020

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities Ballina Shire Council	
1	Part of Easement for Water Supply 3.66 Wide (M892183), designated (E)	Lot 7 DP1225206		
2 Easement for Water Supply 3.66 Wide (M892183)		Lot 6 DP1225206	Bailina Shire Council	
3	Part of Easement for Underground Powerlines 2 Wide (DP1261479), designated (M)	Lot 6 DP1225206	Essential Energy	

#### PART 1A (Release)

And a start

S:9850616\_9 Council Authorised Delegate

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ePlan

(Sheet 6 of 24 sheets)

Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No.244.1/2017 dated 16 September 2020

### PART 2 (Terms)

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

DP1261459

Plan:

In this instrument, unless the context clearly indicates otherwise:

- Burdened Lot means a lot burdened by a restrictive covenant, positive covenant or easement and includes each and every part of such a Lot;
- (b) **Benefited Lot** means a lot benefited by a restrictive covenant or easement and includes each and every part of such a Lot;
- (c) **Building** means any house, home unit, villa, structure, improvement or extension;
- (d) Developer means:
  - (i) Intrapac Skennars Head Pty Ltd (ACN 609 488 780) (ISH); and
  - (ii) ISH's nominee where approval is required;
- Habitable Dwelling includes any Building or part of a Building designed for or suitable for separate self-contained occupancy;
- (f) Lot means any numbered lot in the Plan;
- (g) **Owner** means:
  - (i) a person registered or entitled to be registered as proprietor;
  - (ii) a mortgagee in possession; or
  - (iii) a covenant chargee in possession.
- (h) **Plan** shall mean the plan of subdivision to which this instrument relates;

..... **Council Authorised Delegate** 

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R854184 /Doc:DP 1261459 B /Rev:23-Oct-2020 /NSW LRS /Pgs:ALL /Prt:26-Oct-2020 10:05 /Seq:7 of 24 fice of the Registrar-General /Src:INFOTRACK /Ref:18600754

ePlan

(Sheet 7 of 24 sheets)

Plan:

# DP1261459

Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No244.1/2017 dated 16 September 2020

- (i) **Stormwater Infiltration Device** means the subsurface stormwater infiltration device and associated apparatus, including the subsurface gravel trench, pipes, pits and filters; and
- (j) **Sunset Date** means the date that the Lot Burdened is subdivided by a plan of subdivision.to create one or more lots.

### 1.2 References to certain terms

In this instrument unless the context indicates otherwise:

- words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) including is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including 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 2 or more of them collectively and to each of them individually;
- a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- a reference to a document is a reference to a document of any kind, including a plan;
- (i) where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body

........ Council Authorised Delegate

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No244.1/2017 dated 16 September 2020

or authority having substantially the same objects as the named body or authority;

- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (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;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders; and
- (q) a reference to a **Burdened Lot** or a **Benefited Lot** includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

# Terms of EASEMENT FOR DRAINAGE OF SEWAGE 4.5 WIDE, DESIGNATED (A) numbered 1 in the Plan

An '*Easement for Drainage of Sewage*' on the terms set out in Part 6 of Schedule 4A of the Conveyancing Act 1919 (NSW) (as amended).

Name of authority empowered to release, vary or modify the EASEMENT FOR DRAINAGE OF SEWAGE 4.5 WIDE, DESIGNATED (A) numbered 1 in the Plan:

**Ballina Shire Council** 

Council Authorised Delegate

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No.244.1/2017 dated 1650 Hember 2020

Terms of EASEMENT FOR DRAINAGE OF WATER 4.5 WIDE, DESIGNATED (B) numbered 2 in the Plan

An 'Easement for Drainage of Water' on the terms set out in Part 8 of Schedule 8 of the Conveyancing Act 1919 (NSW) (as amended).

Name of authority whose consent is required to release, vary or modify the EASEMENT FOR DRAINAGE OF WATER 4.5 WIDE, DESIGNATED (B) numbered 2 in the Plan:

**Ballina Shire Council** 

## Terms of RESTRICTION ON THE USE OF LAND WARLABLE WIDTH, DESIGNATED (J) numbered 3 in the Plan

The Owner of a Burdened Lot must not:

- (a) erect any Habitable Dwelling within the site of the restriction shown on the Plan of the rear of a retaining wall (i.e. the high side of the retaining wall) unless:
  - (i) the Habitable Dwelling is constructed on piers/deep footings extending to near wall depth;
  - (ii) the Habitable Dwelling is to not apply any superimposed load against any part of the wall within the site of the restriction; and
  - (iii) the Habitable Dwelling is constructed in accordance with a design solution for the suitable support of the Benefited Lot that has been approved by a suitably qualified engineer; and
- (b) conduct any excavation of the land within the site of the restriction shown on the Plan forward of a retaining wall (i.e. the low side of the retaining wall), unless a detailed engineering assessment has been completed by a suitably qualified engineer for the suitable support of the Benefited Lot and approval given by Council.

**Council Authorised Delegate** 

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

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Name of authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND VARIABLE WIDTH, DESIGNATED (J) numbered 3 in the Plan

**Ballina Shire Council** 

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### 5 Terms of EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT), DESIGNATED (G) numbered 4 in the Plan:

- 5.1 An 'Easement for Drainage of Water' on the terms set out in Part 7 of Schedule 4A of the Conveyancing Act 1919 (NSW) (as amended).
- 5.2 The terms of this Easement for Drainage of Water will cease to apply and the rights will be released by the benefited Authority on the Sunset Date.

Name of Authority empowered to release, vary or modify the EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT), DESIGNATED (G) numbered 4 in the Plan

Ballina Shire Council

# 6 Terms of RIGHT OF CARRIAGE WAY VARIABLE WIDTH, DESIGNATED (H) numbered 5 in the Plan:

A 'Right of Carriage Way' on the terms set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended).

Name of Authority empowered to release, vary or modify the RIGHT OF CARRIAGE WAY VARIABLE WIDTH, DESIGNATED (H) numbered 5 in the Plan:

Ballina Shire Council

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Terms of EASEMENT FOR WATER QUALITY & DRAINAGE 3 WIDE & VARIABLE WIDTH, DESIGNATED (K) numbered 6 in the Plan

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Council Authorised Delegate

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

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7.1 The authority having the benefit of this easement may:

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- drain water through each Burdened Lot, but only within the site of this easement including using any existing Stormwater Infiltration Device located within the Burdened Lot; and
- (b) do anything reasonably necessary for that purpose, including
  - (i) entering the Burdened Lot;
  - (ii) taking anything on to the Burdened Lot; and
  - (iii) carrying out work to the Burdened Lot, such as constructing, placing, repairing or maintaining pipes, channels, ditches, equipment and the Stormwater Infiltration Device.
- 7.2 The Owner of the Burdened Lot must:
  - (a) maintain the Stormwater Infiltration Device so that is in good working order and fit for purpose; and
  - (b) ensure that no structure, other than a driveway or alike, is constructed above the site of this easement.
- 7.3 In exercising those powers, the authority having the benefit of this easement must:
  - (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened Lot;
  - (c) cause as little damage as is practicable to the Burdened Lot and any improvement on it;
  - (d) restore the Burdened Lot as nearly as is practicable to its former condition, and
  - (e) make good any collateral damage.

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

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# 8 Terms of EASEMENT FOR SUPPORT VARIABLE WIDTH, DESIGNATED (T) numbered 7 in the Plan:

- 8.1 The Owner of a Burdened Lot must:
  - (a) maintain on the Burdened Lot, but only within the site of this easement (Easement Site), the structural stability of the existing wall to support the surface or subsurface of the Benefited Lot or any part of it, or any structure or works on the Benefited Lot and do anything reasonably necessary for that purpose at its expense;
  - (b) not interfere with the existing wall or the support it offers; and
  - (c) not use the site of this easement, or any other part of the Lot Burdened, or any other land, in a way which may detract from the stability of or the support provided by the existing wall.
- 8.2 If an Owner of the Burdened Lot fails to comply with its obligations under **clause 8.1** then the Owner of the Benefited Lot has the right. but not the obligation, at any time to give a notice to the Owner of the Burdened lot requiring compliance with those obligations.
- 8.3 A notice served under clause 8.2 must:
  - (a) specify a date for compliance which is reasonable having regard to the nature of the action required; and
  - (b) without limiting **clause (a)** above, is at least 14 days from the date that the notice is given.
- 8.4 If the Owner of the Burdened Lot fails to comply with a notice given under clause
  8.2 within the timeframe set out in the notice, then the Owner of the Benefited Lot has the right, but not the obligation, to carry out works within the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice at the cost of the Owner of the Burdened Lot.

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

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8.5 The Owner of the Benefited Lot, when exercising those powers granted in clause 8.4, must:

(a) ensure all work is done property;

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- (b) cause as little inconvenience as practicable to the Owner of the Burdened Lot;
- (c) cause as little damage as is practicable to the Burdened Lot;
- (d) restore the Burdened Lot as nearly as is practicable to its former condition; and
- (e) make good any collateral damage.
- Terms of EASEMENT FOR WATER SUPPLY 3 WIDE, 3.68 WIDE AND 4 WIDE, DESIGNATED (N) numbered 8 in the Plan

An 'Easement for Water Supply' on the terms set out in Part 10 of Schedule 4A of the Conveyancing Act 1919 (NSW) (as amended).

Name of Authority empowered to release, vary or modify the EASEMENT FOR WATER SUPPLY 3 WIDE, 3.68 WIDE AND 4 WIDE, DESIGNATED (N) numbered 8 in the Plan

Ballina Shire Council

10 Terms of EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, DESIGNATED (P) numbered 9 in the Plan:

An 'Easement for Drainage of Sewage' on the terms set out in Part 6 of Schedule 4A of the Conveyancing Act 1919 (NSW) (as amended).

Name of Authority empowered to release, vary or modify the EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, DESIGNATED (P) numbered 9 in the Plan

**Ballina Shire Council** 

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

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## 11 Terms of EASEMENT FOR SEWAGE RISING MAIN 3 WIDE, 8 WIDE, 10 WIDE AND VARIABLE WIDTH, DESGINATED (R) numbered 10 in the Plan:

11.1 The benefited Authority may:

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- drain sewage, sullage and other fluid wastes in pipes in any quantities through each Burdened Lot, but only within the site of this easement (Easement Site);
- (b) carry sewage in any quantities collected through its sewer pumping stations and pump the sewage to treatment plants for processing through each Burdened Lot, but only within the Easement Site; and
- (c) access the Burdened Lot for the purpose of inspecting the stormwater pipes and infrastructure located within the Easement Site, and undertaking works for repair, maintenance to the stormwater pipes and infrastructure located within the Burdened Lot and other associated purposes, subject to complying with the terms set out in this easement.
- (d) do anything reasonably necessary for the purpose identified in (a), (b) and
   (c) above, including:
  - (i) entering the Lot Burdened;
  - (ii) taking anything on to the Lot Burdened; and
  - (iii) using any existing line of pipes; and
  - (iv) carrying out works, such as constructing, placing, repairing or maintaining pipes and equipment.
- 11.2 In exercising those powers, the body having the benefit of this easement must:
  - (a) ensure all work is done properly; and
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened Lot;

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

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- (c) cause as little damage as is practicable to the Burdened Lot; and
- (d) restore the Burdened Lot as nearly is practicable to its former condition; and
- (e) make good any collateral damage.

Name of Authority empowered to release, vary or modify the EASEMENT FOR SEWAGE RISING MAIN 3 WIDE, 8 WIDE, 10 WIDE AND VARIABLE WIDTH, DESGINATED (R) numbered 10 in the Plan:

Ballina Shire Council

### 12 Terms of EASEMENT FOR WATER SUPPLY 8 WIDE, 10 WIDE AND VARIABLE WIDTH, DESIGNATED (S) numbered 11 in the Plan:

An 'Easement for Water Supply' on the terms set out in Part 10 of Schedule 4A of the Conveyancing Act 1919 (as amended).

Name of Authority empowered to release, vary or modify the EASEMENT FOR WATER SUPPLY 8 WIDE, 10 WIDE AND VARIABLE WIDTH, DESIGNATED (S) numbered 11 in the Plan:

Ballina Shire Council

13 Terms of POSITIVE COVENANT numbered 12 in the Plan:

- 13.1 The Owner of the Burdened Lot must obtain a Dual Water Supply Cross-Connection Audit Certificate of Compliance (as referred to in Ballina Shire Council's Dual Water Supply Plumbing Policy) in respect of the Burdened Lot from Ballina Shire Council before completing a contract for sale for the Burdened Lot.
- 13.2 This Positive Covenant only applies to the Burdened Lot if plumbing works have been installed upon the Burdened Lot.

Name of Authority empowered to release, vary or modify the terms of POSITIVE COVENANT numbered 12 in the Plan:

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

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Ballina Shire Council

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#### 14 Terms of POSITIVE COVENANT numbered 13 in the Plan:

The Owner of the Burdened Lot must:

- (a) affix effective insect screening to all doors, windows and other openings in all Habitable Dwellings constructed on the Burdened lot;
- (b) where the Habitable Dwelling includes large openings which are impractical to effectively screen, for the room(s) which contain the opening – where the opening is closed, light and ventilation must be available to the room in accordance with the provisions of the Building Code of Australia via other openings that are effectively screened; and
- (c) affix effective and durable insect screening to all openings, including inspection openings and overflows, of any rainwater tank on the Burdened Lot.

## Name of Authority empowered to release, vary or modify the terms of POSITIVE COVENANT numbered 13 in the Plan:

Ballina Shire Council

### 15 Terms of RESTRICTION ON THE USE OF LAND numbered 14 in the Plan:

The Owner of the Burdened Lot must not erect any type of fencing along the eastern boundary of the Burdened Lot, being the part of the Burdened Lot that abuts the Coastal Reserve, unless that fence is an open style fence to a maximum height of 1.2 metres from existing ground level.

Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND numbered 14 in the Plan

Ballina Shire Council



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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No244.1/2017 dated 16 September 2020

#### 16 Terms of POSITIVE COVENANT numbered 15 in the Plan

The Owner of the Burdened Lot must maintain, in perpetuity, the area identified as an inner protection area (IPA) as outlined in s 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

Name of Authority empowered to release, vary or modify the POSITIVE CONVENANT numbered 15 in the Plan

Ballina Shire Council

#### 17 Terms of POSITIVE COVENANT numbered 16 in the Plan:

- 17.1 The Owner of the Burdened Lot must maintain the 10 metres wide strip of land within the Burdened Lot that adjoins lots 147-159 in the Plan as a temporary asset protection zone (APZ) as outlined in s 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.
- 17.2 The terms of this Positive Covenant will cease to apply and the obligations will be released by the benefited Authority on the date that Owner of the Burdened Lot commences development of the Burdened Lot.

Name of Authority empowered to release, vary or modify the POSITIVE COVENANT numbered 16 in the Plan:

Ballina Shire Council

18 Terms of EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH, DESIGNATED (C) numbered 17 in the Plan:

An 'Easement for Drainage of Water' on the terms set out in Part 7 of Schedule 4A of the Conveyancing Act (NSW) 1919 (as amended).

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Council Authorised Delegate

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No 244.1/2017 dated 16 September 2020

Name of Authority empowered to release, vary or modify the EASEMENT FOR DRAINAGE OF WATER VARIABLE WIDTH, DESIGNATED (C) numbered 17 in the Plan

**Ballina Shire Council** 

## 19 Terms of EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 8 WIDE AND VARIABLE WIDTH, DESIGNATED (U) numbered 18 in the Plan:

An Easement for Multi-purpose Electrical Installation on the terms set out in Part C of Memorandum AG189384.

Name of Authority empowered to release, vary or modify the EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION 8 WIDE AND VARIABLE WIDTH, DESIGNATED (U) numbered 18 in the Plan

**Essential Energy** 

### 20 Terms of EASEMENT FOR UNDERGROUND POWERLINES 16 WIDE, DESIGNATED (V) NUMBERED 19 IN THE PLAN:

An Easement for Underground Powerlines on the terms set out in Part B of Memorandum AG189384.

Name of Authority empowered to release, vary or modify the EASEMENT FOR UNDERGROUND POWERLINES 16 WIDE, DESIGNATED (V) NUMBERED 19 IN THE PLAN:

**Essential Energy** 

### 21 Terms of RESTRICTION ON THE USE OF LAND numbered 20 in the Plan

No plumbing may be installed on the Burdened Lot unless it has provision for recycled (non-potable) water service plumbing and facilities in accordance with Ballina Shire Council's Dual Water Supply Plumbing Policy or any superseding document.

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No 244.1/2017 dated 16 September 2020

Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND numbered 20 in the Plan

Ballina Shire Council

## 22 Terms of RIGHT OF CARRIAGE WAY 23 WIDE, DESIGNATED (W) numbered 21 in the Plan

A '*Right of Carriage Way*' on the terms set out in Part 1 of Schedule 4A of the Conveyancing Act 1919 (as amended).

Name of Authority empowered to release, vary or modify the RIGHT OF CARRIAGE WAY 23 WIDE, DESIGNATED (W) numbered 21 in the Plan

Ballina Shire Council

23 Terms of RESTRICTION ON THE USE OF LAND numbered 22 in the Plan

The Owner of a Burdened Lot must not erect any Habitable Dwelling on the Burdened lot unless it has first undertaken a detailed geotechnical investigation to determine the expected surface movement for the Burdened lot.

Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND numbered 22 in the Plan

Ballina Shire Council

Council Authorised Delegate

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No. 244.1/2017 dated. 16 September 2020

EXECUTED by INTRAPAC SKENNARS HEAD PTY LTD (ACN 609 488 780) in accordance with section 127 of the Corporations Act 2001: ..................... Signature of Director/Company Secretary Signature of Director VAUD 1401 Name of Director/Company Secretary Name of Director E DIRELT (Block Letters) (Block Letters) SECRETARY EXECUTED by INTRAPAC SKENNARS HEAD PTY LTD (ACN 609 488 780) by its duly appointed attorney under Power of Attorney Book ...... No. ..... in the presence of: ...... ..... Signature of Witness Signature of Attorney ..... Name of Witness Name & Title of Attorney ........... Address & Occupation of Witness

Council Authorised Delegate

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No244.1/2017 dated. 16 September 2020

SIGNED SEALED AND DELIVERED by Peter William Stewart in the presence of:

Signature of Witness

Plan:

Jenny Tooby Name of Witness (block letters)

DP1261459

3 KALANG ST, LAKE CATHIE

Address of Witness (block letters)

Mill two oil 1.7.2020

Signature of Peter William Stewart

Signed by Peter William Stewart by his Attorney Ruth Maria Stewart Pursuant to Power of Autorness registration number 595 Book 4766

SIGNED SEALED AND DELIVERED by Ruth Mary Stewart in the presence of:

Ameston of 1. 720 20

Signature of Ruth Mary Stewart

Signature of Witness

JENNY TOORY Name of Witness (block letters)

3 KARANG ST LAKE PATHIE 2445. Address of Witness (block letters)

Council Authorised Delegate

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Plan:

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No 244 1 /2017 dated 16 September 2020

**EXECUTED** by **AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED** by its duly appointed attorney under Power of Attorney Book <u>4374</u>. No. <u>400</u>. in the presence of:

Signature of Witness

MICHAEL DAUSKI Name of Witness

ASSOCIATE DIRECTOR, 242 PITT ST SYDNEY Address & Occupation of Witness

Signature of Attorney

ADRIAN ZANTI - ASSOCIATE DIELETOR Name & Title of Attorney

Council Authorised Delegate

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No. 244.1/2017 dated 16 September 2020

EXECUTED by ESSENTIAL ENERGY by its duly appointed attorney under Power of Attorney Book 49.45. No. 8.5. in the presence of:

DP1261459

Signature of Witness

Plan:

meli Name of Witness

8 Buller Stree

Port Macquos

Signature of Attorney

Marth English Name & Title of Attorney HEad SF C

Council Authorised Delegate

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Plan of Subdivision of Lot 6 in Deposited Plan 1225206 and Easements affecting lot 50 in DP755684, lot 2 in DP857481, lots 5 & 7 in DP1225206 and lot 4 in DP1184436 covered by Subdivision Certificate:

No 24 1/2017 dated 16 September 2020

**EXECUTED** by **BALLINA SHIRE COUNCIL** by its authorised delegate pursuant to s. 377 of the *Local Government Act 1993* (NSW): I certify that I am an eligible witness and that the delegate signed in my presence:

..............

Signature of Authorised Delegate

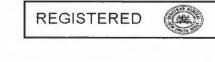
Name of Authorised Delegate

Date: 16 September 2020

Witness Signature PUTTON Name (Print) PETER DREW Title: TOWN PLANNER

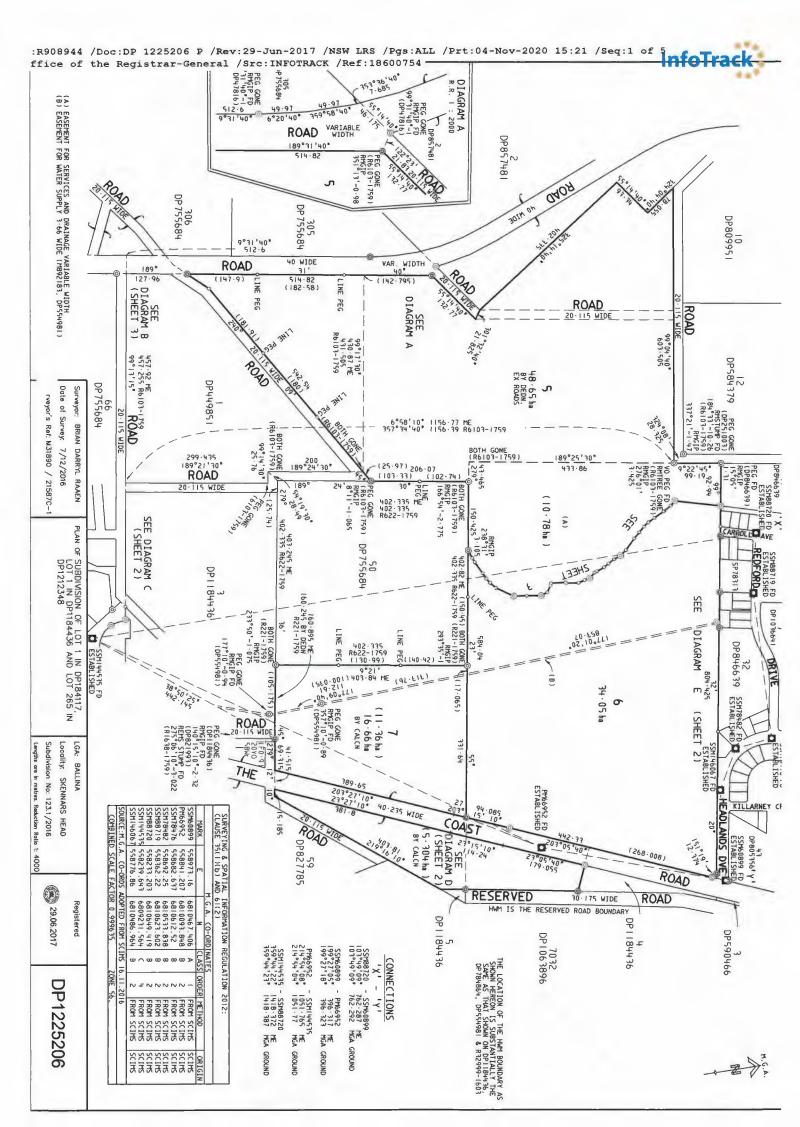
Address: BALLINA SHIRE COUNCIL CHERRY STREET

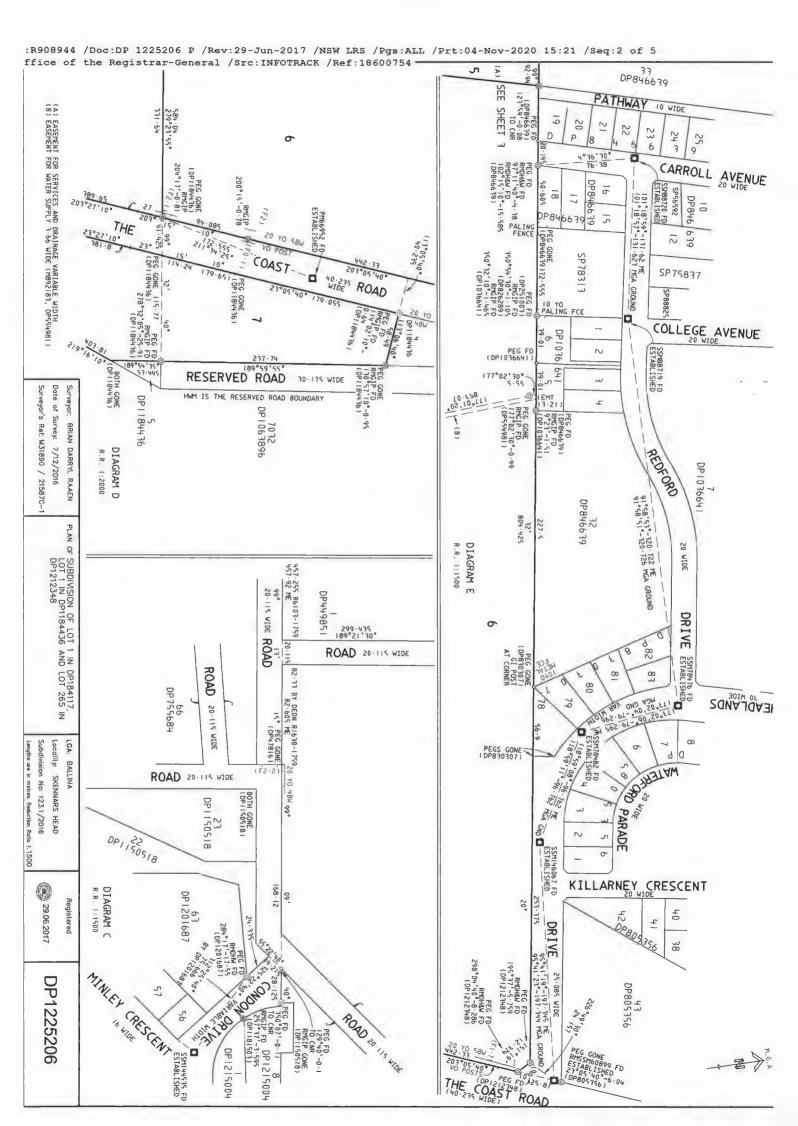
BALLINA

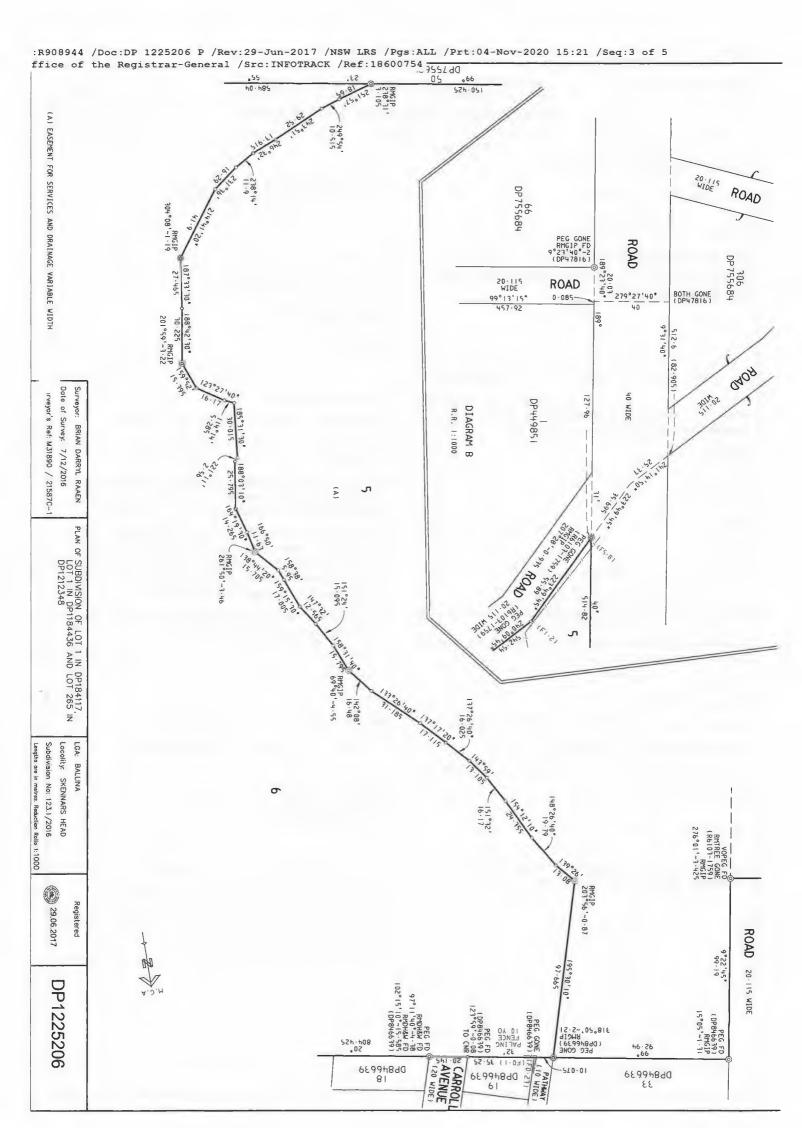


23.10.2020

Council Authorised Delegate







I:R908944 /Doc:DP 1225206 P /Rev:29-Jun-2017 /NSW LRS /Pgs:ALL /Prt:04-Nov-2020 15:21 /Seq:4 of 5 Office of the Registrar-General /Src:INFOTRACK /Ref:18600754

PLAN FORM 6 (2013) WARNING: Creasing or f	olding will lead to rejection ePlan
DEPOSITED PLAN AD	OMINISTRATION SHEETSheet 1 of 2 sheet(s)
Office Use Only Registered: 29.06.2017 Title System: TORRENS Purpose: SUBDIVISION	Office Use Only DP1225206
PLAN OF SUBDIVISION OF LOT 1 IN DP184117, LOT 1 IN DP1184436 AND LOT 265 IN DP1212348	LGA: BALLINA Locality: SKENNARS HEAD Parish: BALLINA County: ROUS
Crown Lands NSW/Western Lands Office Approval I. (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the allocation of the land shown herein have been given. Signature: Date: File Number: Office: Subdivision Certificate ANDREW SMITH *Authorised Person/*General Manager/*Accredited Certifier, certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed subdivision, new road or reserve set out herein. Signature: Accreditation number: Consent Authority: Ballina Shire Council Date of endorsement: I? March 2017 Subdivision Certificate number: I23.1/2016 File number: DA2016/123 *Strike through if inapplicable.	Survey Certificate          I, BRIAN DARRYL RAAEN
Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.	Plans used in the preparation of survey/compilation. R155-1759 R221-1759 R622-1759 R909-1759 R1638-1759 R6103-1759 R32999-1603 DP47816 DP184117 DP251003 DP449851 DP554981 DP584379 DP784864 DP805356 DP821993 DP826289 DP827785 DP830307 DP846639 DP911431 DP1036641 DP1150518 DP1181503 DP1184436 DP1201687 DP1212348 DP1215004
Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	Surveyor's Reference: M31890/21587C-1

I:R908944 /Doc:DP 1225206 P /Rev:29-Jun-2017 /NSW LRS /Pgs:ALL /Prt:04-Nov-2020 15:21 /Seq:5 of 5 )ffice of the Registrar-General /Src:INFOTRACK /Ref:18600754

PLAN FORM 6A (2012) WARNING: Creasing or f	olding will lead to rejection ePlan
DEPOSITED PLAN A	DMINISTRATION SHEET Sheet 2 of 2 sheet(s)
Office Use Only Registered: 29.06.2017	
PLAN OF SUBDIVISION OF LOT 1 IN DP184117, LOT 1 IN DP1184436 AND LOT 265 IN DP1212348	DP1225206
Subdivision Certificate number: 123.1/2016 Date of Endorsement: 17 March 2017	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2012</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>

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

1. EASEMENT FOR SERVICES AND DRAINAGE VARIABLE WIDTH

Lot	Street Number	Street Name	Street Type	Locality
5	N/A	NORTH CREEK	ROAD	SKENNARS HEAD
6	N/A	THE COAST	ROAD	SKENNARS HEAD
7	305	THE COAST	ROAD	SKENNARS HEAD

PETER WILLIAM STEWART

easant

RUTH MARY STEWART

If space is insufficient use additional annexure sheet

Surveyor's Reference: M31890/21587C-1

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

(Sheet 1 of 8 sheets)

Plan:

DP1225206

Plan of subdivision of Lot 1 in DP184117, Lot 1 in DP1184436 and Lot 265 in DP1212348 covered by Subdivision Certificate No 123.1/2016 of 2016

17 March 2017

Full name and address of the owner of the land: Peter William Stewart & Ruth Mary Stewart of 505 North Creek Road, Lennox Head, New South Wales 2478

#### Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit á prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	EASEMENT FOR SERVICES	LOT 5	LOT 6
	AND DRAINAGE VARIABLE WIDTH	LOT 5	LOT 7
		LOT 5	LOT 50 IN DP755684
		LOT 5	BALLINA SHIRE COUNCIL

Part 2 (Terms)

A pproved by Ballina Shire Council

(Authorised Officer)

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

(Sheet 2 of 8 sheets)

# Plan: DP1225206

Plan of subdivision of Lot 1 in DP184117, Lot 1 in DP1184436 and Lot 265 in DP1212348 covered by Subdivision Certificate No 123.1 / of 2016 OF 17 March 2017

#### 1 Terms of EASEMENT FOR SERVICES AND DRAINAGE VARIABLE WIDTH numbered (1) in the Plan

- 1.1 The owner of the lot benefited may drain water from any natural source through each lot burdened, but only within the site of this easement.
- 1.2 In exercising this power, the owner of the lot benefited must:
  - ensure all work is done in a proper and workmanlike manner and in accordance with all laws and the requirements of all relevant authorities, including that all necessary safety measures are taken;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened;
  - (c) cause as little damage as is practicable to the lot burdened and any improvement on it;
  - (d) restore the lot burdened as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.
- 1.3 The owner of the lot benefited must:
  - (a) not permit the Stormwater Service Infrastructure to become a hazard or a nuisance; and
  - (b) ensure the Stormwater Service Infrastructure is always operational; and
  - (c) at its cost, carry out works to the Stormwater Service Infrastructure as and when required, to ensure compliance with this clause.

A pproved by Ballina Shire Council

(Authorised Officer)

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

(Sheet 3 of 8 sheets)

Plan:

# DP1225206

Plan of subdivision of Lot 1 in DP184117, Lot 1 in DP1184436 and Lot 265 in DP1212348 covered by / # 2016 Subdivision Certificate No 123.1 & 17 March 2017

- 1.4 The owner of the lot benefited indemnifies and agrees to keep indemnified the owner of the lot burdened in relation to all claims and demands of any kind and from all loss or liabilities which may arise in respect of any accident or damage to property or death or injury to any person as a result of the owner of the lot benefited complying with its obligations and exercising its rights under this easement except to the extent they are caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened.

A pproved by Ballina Shire Council

(Authorised Officer)

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

(Sheet 4 of 8 sheets)

Plan:

DP1225206

Plan of subdivision of Lot 1 in DP184117, Lot 1 in DP1184436 and Lot 265 in DP1212348 covered by No 123.1 / #2016 of 17 March 2017 Subdivision Certificate No

#### **Execution Page**

I certify that I am an eligible witness and that the person(s) signing opposite signed this dealing in my presence. [see note\* below]

Ballina Shire Council by its authorised delegate named below pursuant to section 377 Local Government Act 1993

 s117 RP Act requires that you must have know the signatory for more than 12 months or have sighted identifying documentation.

Signature of witness

Robyn Gutter

Name of witness

Signature of delegate

Andrew Smith

Authorised delegate's name

40 Cherry Street, Balling

Address of witness

Approved by Ballina Shire Council

(Authorised Officer)

Instrument setting out terms of Easements or Profits á Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919. (Sheet 5 of 8 sheets)

Plan:

DP1225206

Plan of subdivision of Lot 1 in DP184117, Lot 1 in DP184436 and Lot 265 in DP1212348 covered by Subdivision Certificate No 123,1/2016 of

17 March 2017

**Executed by Intrapac Skennars Head Pty Ltd** (ACN 609 488 780) by its attorney Ronald John Eames under registered power of attorney Book 4723 No 81 in the presence of:

hature of Witness Sig

Melissa Ann Griffiths

Full Name of Witness

Signature of Ronald John Eames

deress of Witness Level, 300 Queen St Brisbane QL 4000

B:6404511\_1 RJE

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

(Sheet 6 of 8 sheets)

Plan: Plan of subdivision of Lot 1 in DP184117, Lot 1 in DP1184436 and Lot 265 in DP1212348 covered by 123.1 / #2016 DP1225206 Subdivision Certificate No 17 March 2017 Executed for and on behalf of National Australia Bank Limited (ACN 004 044 937) by their authorised representative, who hereby declares that it/he/she has been duly authorised to do so, in the presence of: ...... Signature of witness Signature of authorised representative Print Name Print-Name of authorised representative

A pproved by Ballina Shire Council

(Authorised Officer)

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

(Sheet 7 of 8 sheets)

Plan:

DP1225206

Plan of subdivision of Lot 1 in DP184117, Lot 1 in DP1184436 and Lot 265 in DP1212348 covered by Subdivision Certificate No 123.1 / #2016

17 March 2017

person(s) signing opposite signed this instrument Property Act 1900 by the lessor. in my presence. [see note\* below]

I certify that I am an eligible witness and that the Certified correct for the purposes of the Real

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

Signature of witness:

Signature of Peter William Stewart:

Folan honn

Name of witness:

Address of witness: 445 North Creek hoad SKENNARS HEAD 2478

Approved by Ballina Shire Council

(A uthorised Officer)

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

(Sheet 8 of 8 sheets)

Plan:

DP1225206

Plan of subdivision of Lot 1 in DP184117, Lot 1 in DP1184436 and Lot 265 in DP1212348 covered by 123.1/ #2016 Subdivision Certificate No

071March 2017

I certify that I am an eligible witness and that the Certified correct for the purposes of the Real person(s) signing opposite signed this instrument Property Act 1900 by the lessor. in my presence. [see note\* below]

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

29.6.2017

Signature of witness:

M. Stewart

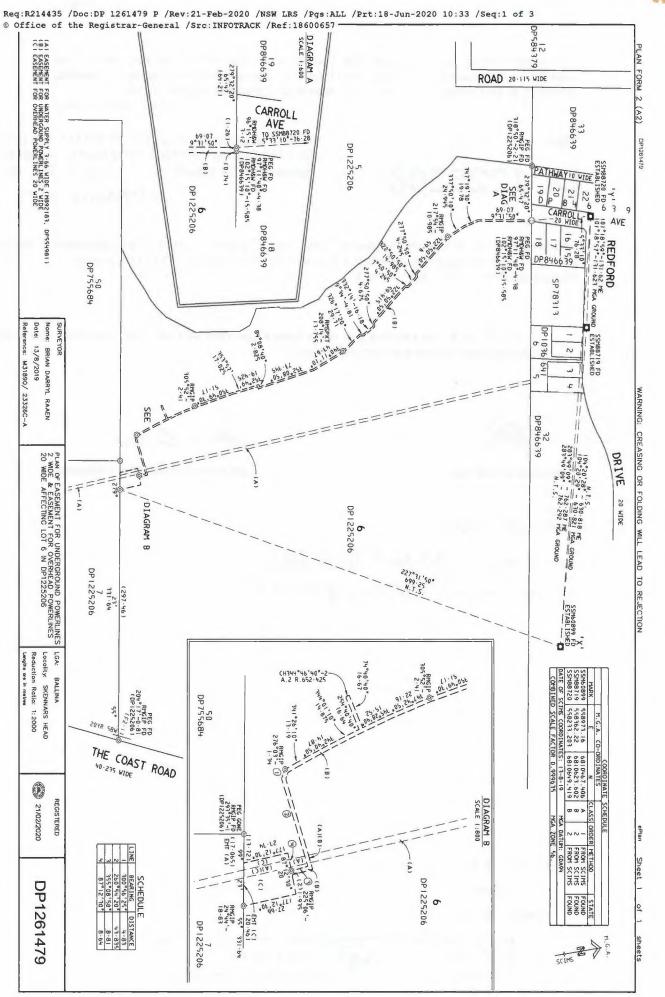
Signature of Ruth Mary Stewart:

Fiona Folan Name of witness: 445 North Creek Koad Address of witness: SKENNARS HEAD 2478

Approved by Ballina Shire Council

REGISTERED

(Authorised Officer)



InfoTrack

 Req:R214435 /Doc:DP 1261479 P /Rev:21-Feb-2020 /NSW LRS /Pgs:ALL /Prt:18-Jun-2020 10:33 /Seq:2 of 3

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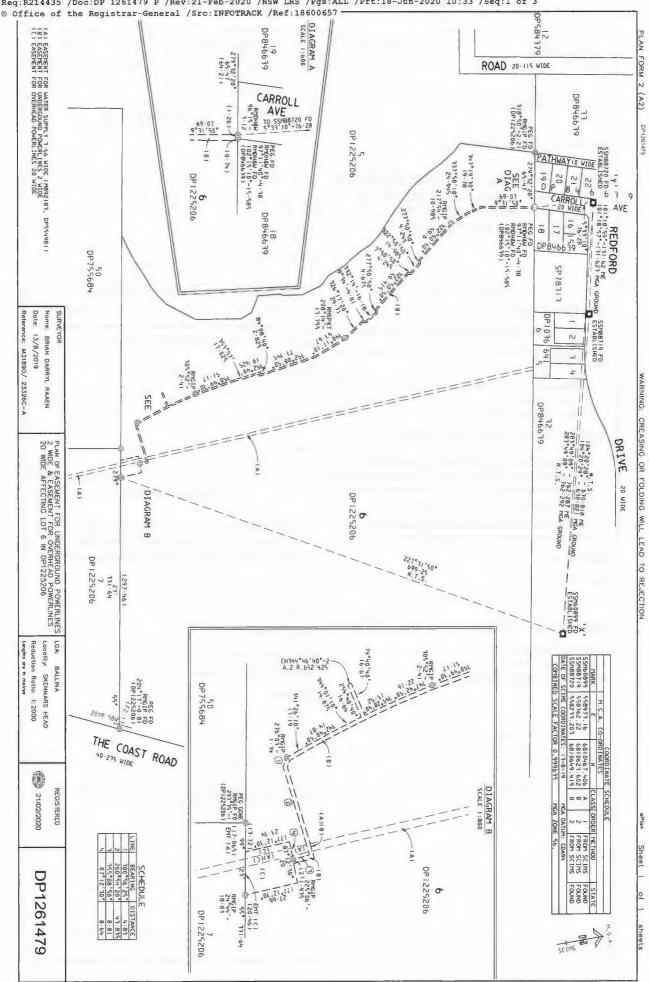
 ePlan

PLAN FORM 6 (2017) DEPOSITED PLAN A	OMINISTRATION SHEET Sheet 1 of 2 sheet(s)	
Office Use Only Registered: 21/02/2020 Title System: TORRENS	Office Use Only DP1261479	
PLAN OF EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE & EASEMENT FOR OVERHEAD POWERLINES 20 WIDE AFFECTING LOT 6 IN DP1225206	LGA: BALLINA Locality: SKENNARS HEAD Parish: BALLINA County: ROUS	
Survey Certificate         I, BRIAN DARRYL RAAEN         of B&P SURVEYS, PO BOX 46 MURWILLUMBAH, NSW. 2484         a surveyor registered under the Surveying and Spatial Information Act 2002, certify that:         *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 13/8/2019         *(b) The part of the land shown in the plan (*boing/*excluding **	Crown Lands NSW/Western Lands Office Approval I,	
<ul> <li>*Strike out inappropriate words.</li> <li>**Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.</li> <li>Plans used in the preparation of survey/compilation.</li> <li>DP554981 DP846639 DP1225206</li> </ul>	*Strike through if inapplicable. Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.	
Surveyor's Reference: M31890/23326C-A	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A	

 Req:R214435 /Doc:DP 1261479 P /Rev:21-Feb-2020 /NSW LRS /Pgs:ALL /Prt:18-Jun-2020 10:33 /Seq:3 of 3

 © Office of the Registrar-General /Src:INFOTRACK /Ref:18600657

PLAN FORM 6A (2017) DEPOSITED PLAN AC	DMINISTRATION SHEET Sheet 2 of 2 sheet(s)	
Office Use Only Registered: 21/02/2020		
PLAN OF EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE & EASEMENT FOR OVERHEAD POWERLINES 20 WIDE AFFECTING LOT 6 IN DP1225206	DP1261479 This sheet is for the provision of the following information as required:	
Subdivision Certificate number: Date of Endorsement:	<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 20</li> <li>Statements of intention to create and release affecting interests accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of shee 1 of the administration sheets.</li> </ul>	
PURSUANT TO SECTION 88B OF THE CONVEYANCING 1. EASEMENT FOR UNDERGROUND POWERLINES 2 V 2. EASEMENT FOR OVERHEAD POWERLINES 20 WIDE	VIDE, DESIGNATED (B)	
Director Signature of Storetary Withers Name of MATTY	David William photoet By executing this deed the attorney states that the	
I have no notice of the revoca attorney under which I sign th <b>Signed sealed and delivered</b> AUSTRALIA AND NEW by its attorney under power of no: BK 4767 No. 3% in the	e presence ot. When the	
	Dentons 77 Castlereagh Street SYDNEY NSW 2000	



Req:R214435 /Doc:DP 1261479 P /Rev:21-Feb-2020 /NSW LRS /Pgs:ALL /Prt:18-Jun-2020 10:33 /Seq:1 of 3

PLAN FORM 6 (2017) DEPOSITED PLAN A	MINISTRATION SHEET	Sheet 1 of 2 sheet(s)
Office Use Only Registered: 21/02/2020 Title System: TORRENS	DP126	Office Use Only
PLAN OF EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE & EASEMENT FOR OVERHEAD POWERLINES 20 WIDE AFFECTING LOT 6 IN DP1225206	LGA: BALLINA Locality: SKENNARS HEA Parish: BALLINA County: ROUS	D
Survey Certificate         I, BRIAN DARRYL RAAEN         of B&P SURVEYS, PO BOX 46 MURWILLUMBAH, NSW. 2484         a surveyor registered under the Surveying and Spatial Information Act         2002, certify that:         *(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate and the survey was completed on 13/8/2019, or         *(b) The part of the land shown in the plan (*boing/*excluding **	Crown Lands NSW/Wester approving this plan certify that all ne allocation of the land shown herein the Signature: Date: File Number: Office: Subdivision 1. *Authorised Person/*General Manage the provisions of s. 109J of the Envir Assessment Act 1979 have been sa subdivision, new road or reserve set Signature: Accreditation number: Consent Authority: Date of endorsement: Subdivision Certificate number: File number; *Strike through if inapplicable. Statements of intention to dedicate and drainage reserves, acquire/rest	Authorised Officer) in cessary approvals in regard to the have been given.
Surveyor's Reference: M31890/23326C-A	Signatures, Seals and Section 8 PLAN Fi	8B Statements should appear on ORM 6A

Req:R214435 /Doc:DP 1261479 P /Rev:21-Feb-2020 /NSW LRS /Pgs:ALL /Prt:18-Jun-2020 10:33 /Seq:2 of 3 © Office of the Registrar-General /Src:INFOTRACK /Ref:18600657 ePlan Req:R214435 /Doc:DP 1261479 P /Rev:21-Feb-2020 /NSW LRS /Pgs:ALL /Prt:18-Jun-2020 10:33 /Seq:3 of 3 © Office of the Registrar-General /Src:INFOTRACK /Ref:18600657 ePlan

PLAN FORM 6A (2017) DEPOSITED PLAN AD	MINISTRATION SHEET Sheet 2 of 2 sheet(s)	
Office Use Only Registered: 21/02/2020	Office Use Only	
PLAN OF EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE & EASEMENT FOR OVERHEAD POWERLINES 20 WIDE AFFECTING LOT 6 IN DP1225206	DP1261479	
Subdivision Certificate number:	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 201</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>	
PURSUANT TO SECTION 88B OF THE CONVEYANCING A 1. EASEMENT FOR UNDERGROUND POWERLINES 2 W 2. EASEMENT FOR OVERHEAD POWERLINES 20 WIDE	VIDE, DÉSIGNATED (B)	
Director Signetive of Secretary / Witheas None of MATTHIN	David William Knobel aggles (By executing this deed the attorney states that the	
I have no notice of the revocat attorney under which I sign thi <b>Signed sealed and delivered</b> AUST RALIA AND NEW by its attorney under power of no: BK 4767 w. 3% in the If space is insufficient use a	is decument. In behalf of 2 GALAND BANKING f attorney registered Presence of. W Erin Layton Dentons 77 Castlereagh Street SYDNEY NSW 2000	
Surveyor's Reference: M31890/23326C-A		

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act. (Sheet 1 of 4 sheets)

Plan: DP1261479

Plan of Easement For Underground Powerlines 2 Wide and Easement for Overhead Powerlines 20 Wide affecting Lot 6 in Deposited Plan 1225206

Full name and address of the owner of the land:

Intrapac Skennars Head Pty Ltd 2/79 West Burleigh Road, Burleigh Heads QLD 4220

#### PART 1 (Creation)

Number of item shown in the intention panel on the plan	Identity of easement, profit a prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s):	Benefited Lot(s), bodies or Prescribed Authority:
1	Easement for Underground Powerlines 2 Wide, designated (B)	Lot 6 in Deposited Plan 1225206	Essential Energy
2	Easement for Overhead Powerlines 20 Wide, designated (C)	Lot 6 in Deposited Plan 1225206	Essential Energy

12

R214436 /Doc:DP 1261479 B /Rev:21-Feb-2020 /NSW LRS /Pgs:ALL /Prt:18-Jun-2020 10:33 /Seq:2 of 4 fice of the Registrar-General /Src:INFOTRACK /Ref:18600657

ePlan

4

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act. (Sheet 2 of X sheets)



Plan of Easement For Underground Powerlines 2 Wide and Easement for Overhead Powerlines 20 Wide affecting Lot 6 in Deposited Plan 1225206

Full name and address of the owner of the land:

Intrapac Skennars Head Pty Ltd 2/79 West Burleigh Road, Burleigh Heads QLD 4220

#### PART 2 (Terms)

### 1. Terms of EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE, DESIGNATED (B) firstly referred to in the Plan:

The terms set out in Part B of Memorandum AG189384

Name of Authority whose consent is required to release, vary or modify the EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE, DESIGNATED (B): Essential Energy

2. Terms of EASEMENT FOR OVERHEAD POWERLINES 20 WIDE, DESIGNATED (C) secondly referred to in the Plan:

The terms set out in Part A of Memorandum AG189384

Name of Authority whose consent is required to release, vary or modify the EASEMENT FOR OVERHEAD POWERLINES 20 WIDE, DESIGNATED (C): Essential Energy

the fur

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

(Sheet 3 of 4 sheets)

DP1261479 Plan:

Plan of Easement For Underground Powerlines 2 Wide and Easement for Overhead Powerlines 20 Wide affecting Lot 6 in Deposited Plan 1225206

Full name and address of the owner of the land:

Intrapac Skennars Head Pty Ltd 2/79 West Burleigh Road, Burleigh Heads QLD 4220

#### EXECUTED BY DAVID WILLIAM KNOBEL

as attorney for Intrapac Skennars Head Pty Ltd (ACN 609 488 780) under registered power of attorney Book v No71 dated 3 November 2018 in the presence of:

Signature witness

THEN J FRADG Name of witness (Block Letters)

David William Knobel

(By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney)

ROSEBANK COURT TALLEBUDGERA 3 QLD 4228 Address of witness

EXECUTED BY AUSTRALIA AND NEW ZEALAND BANKING CORPORATION By its duly appointed attorney under Power of Attorney Book 4767. No. 380 In the presence of

Signature of Witness

ERIN LATTON Name of Witness

77 CASTLEREAGH ST. Address & Occupation of Witness

Signature of Attorney CHRIS FANNING, Name and Title of Attorney PARTNER

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

(Sheet 4 of 4 sheets)

Plan: DP1261479

Plan of Easement For Underground Powerlines 2 Wide and Easement for Overhead Powerlines 20 Wide affecting Lot 6 in Deposited Plan 1225206

Full name and address of the owner of the land:

Intrapac Skennars Head Pty Ltd 2/79 West Burleigh Road, Burleigh Heads QLD 4220

#### EXECUTED BY ESSENTIAL ENERGY

By its duly appointed attorney under Power of Attorney Book 4115 No. 85

me

Signature of Witness

melind Name of Witness S Builderstreet Port Macquar Address & Occupation of Witness

Signature of Attorney

Martin English Name and Title of Attorney Head of ej al





orm: licence:	16LM 01-05-090		MEMORANDUM	
icensee: irm name:	Donovan C	al Software Pty L Dates Hannaford	New South Wales Section 80A Real Property Act 1900	AG1893845
requir	ed by this fo	orm for the esta	the Real Property Act 1900 (RP Act) authorises the Re blishment and maintenance of the Real Property Act any person for search upon payment of a fee, if any.	
A) LODGED BY			Name, Address or DX and Telephone SERVICE FIRST REGISTRATION	CODE
		BOX	DX 189 SYDNEY LLPN123426A	
		582W	PH 9233 1314 FAX 9233 2878 Reference (optional): 00H - ESSENT F	
B) APPLI	CANT	ESSENTIAL	. ENERGY	

- (D) i. For option to renew see clause Not Applicable
  - For option to purchase see clause Not Applicable ii.
- (E) Signature of applicant or applicant's representative:

Name of signatory:

Date:

Justin Gerard Michael Levido

Capacity of signatory (if applicable): Solicitor for the Applicant 14 April 2011

FOR THE PROVISIONS CONTAINED IN THIS MEMORANDUM SEE ANNEXURE

/frida

#### PART A

#### TERMS OF EASEMENT FOR OVERHEAD POWERLINES

- I Essential Energy may
  - 1.1 install overhead equipment within the easement site,
  - 1.2 excavate the easement site to install the overhead equipment,
  - 1.3 use the overhead equipment for the transmission of electricity, signals, fluids or gases,
  - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
  - 1.6 trim or remove any vegetation from the lot burdened that
    - 1.6.1 could destroy, damage or interfere with its overhead equipment,
    - 1.6.2 could make its overhead equipment become a potential cause of bush fire or a potential risk to public safety, or
    - 1.6.3 could prevent reasonable access to the easement site or the overhead equipment, and
  - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the overhead equipment by the unauthorised encroachment.
- 2 In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 Essential Energy will at all times and at its own expense keep the overhead equipment in a proper and fit state of repair.
- 4 The landowner agrees that it will not
  - 4.1 place or permit to be placed any services or structure within the easement site,
  - 4.2 alter the surface of the easement site,
  - 4.3 do or permit to be done anything that restricts access to the easement site by Essential Energy, or
  - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site

without the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.

- 5 In this memorandum and any document which refers to it the following definitions apply
  - 5.1 "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
  - 5.2 "Easement site" means the part of the lot burdened as the site of an easement for overhead powerlines.
  - 5.3 "Fluids" means and includes fluids of any description or kind.

- 5.4 "Gases" means and includes gases of any description or kind.
- 5.5 "Install" includes construct, repair, replace, maintain, modify, use and remove.
- 5.6 "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
- 5.7 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 5.8 "Overhead equipment" means above ground mains, wires, cables or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations) and boosters together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers or poles).
- 5.9 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.10 "Signals" means and includes data or signals of any description or kind.
- 5.11 "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.

#### PART B

#### TERMS OF EASEMENT FOR UNDERGROUND POWERLINES

- I Essential Energy may
  - 1.1 install underground equipment within the easement site,
  - 1.2 excavate the easement site to install the underground equipment,
  - 1.3 use the underground equipment for the transmission of electricity, signals, fluids or gases,
  - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
  - 1.6 trim or remove any vegetation from the lot burdened that
    - 1.6.1 could destroy, damage or interfere with its underground equipment,
    - 1.6.2 could make its underground equipment become a potential cause of bush fire or a potential risk to public safety, or
    - 1.6.3 could prevent reasonable access to the easement site or the underground equipment, and
  - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the underground equipment by the unauthorised encroachment.
- 2 In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 Essential Energy will at all times and at its own expense keep the underground equipment in a proper and fit state of repair.
- 4 The landowner agrees that it will not
  - 4.1 place or permit to be placed any services or structure within the easement site,
  - 4.2 alter the surface of the easement site
  - 4.3 do or permit to be done anything that restricts access to the easement site by Essential Energy, or
  - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site

without the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.

- 5 In this memorandum and any document which refers to it the following definitions apply
  - 5.1 "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
  - 5.2 "Easement site" means the part of the lot burdened as the site of an easement for underground powerlines.
  - 5.3 "Fluids" means and includes fluids of any description or kind.

- 5.4 "Gases" means and includes gases of any description or kind.
- 5.5 "Install" includes construct, repair, replace, maintain, modify, use and remove.
- 5.6 "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
- 5.7 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 5.8 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.9 "Signals" means and includes data or signals of any description or kind.
- 5.10 "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament.
- 5.11 "Underground equipment" means underground mains, wires, cables, pipes or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations) and boosters, and the supports therefore together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers or poles).

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.

#### PART C

# TERMS OF EASEMENT FOR MULTI-PURPOSE ELECTRICAL INSTALLATION

- 1 Essential Energy may
  - 1.1 install multi-purpose equipment within the easement site,
  - 1.2 excavate the easement site to install the multi-purpose equipment,
  - 1.3 use the multi-purpose equipment for the transmission of electricity, signals, fluids or gases,
  - 1.4 enter the lot burdened using the most practical route (with or without vehicles, plant, equipment and materials) at all reasonable times (and at any time in the event of an emergency) and remain there for any reasonable time,
  - 1.5 install its own gates, locks, roads, tracks, bridges and other means of access on the lot burdened,
  - 1.6 trim or remove any vegetation from the lot burdened that
    - 1.6.1 could destroy, damage or interfere with its multi-purpose equipment,
    - 1.6.2 could make its multi-purpose equipment become a potential cause of bush fire or a potential risk to public safety, or
    - 1.6.3 could prevent reasonable access to the easement site or the multipurpose equipment, and
  - 1.7 remove any unauthorised encroachments from the easement site and recover the costs of carrying out the removal work and repairing any damage to the multi-purpose equipment by the unauthorised encroachment.
- 2 In exercising its rights under this easement Essential Energy will take all reasonable precautions to minimise disturbance to the lot burdened and will restore the lot burdened as nearly as practicable to its original condition.
- 3 Essential Energy will at all times and at its own expense keep the multi-purpose equipment in a proper and fit state of repair.
- 4 The landowner agrees that it will not
  - 4.1 place or permit to be placed any services or structure within the easement site,
  - 4.2 alter the surface of the easement site,
  - 4.3 do or permit to be done anything that restricts access to the easement site by Essential Energy, or
  - 4.4 plant or allow to grow vegetation other than low or horizontal growing grasses within the easement site

without the written permission of Essential Energy and in accordance with such conditions as Essential Energy may reasonably impose.

- 5 In this memorandum and any document which refers to it the following definitions apply
  - 5.1 "Essential Energy" means Essential Energy its successors and assigns (who may exercise its rights by any persons authorised by it).
  - 5.2 "Easement site" means the part of the lot burdened as the site of an easement for multi-purpose electrical reticulation.

- 5.3 "Fluids" means and includes fluids of any description or kind.
- 5.4 "Gases" means and includes gases of any description or kind.
- 5.5 "Install" includes construct, repair, replace, maintain, modify, use and remove.
- 5.6 "Landowner" means the registered proprietor of the lot burdened and its successors and assigns (including those claiming under or through the registered proprietor).
- 5.7 "Lot burdened" means the land which has the burden of rights created by any document which refers to this memorandum.
- 5.8 "Multi-purpose equipment" means:
  - 5.8.1 above ground mains, wires, cables or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, microwave dishes, energy collection and/or generation devices and equipment together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including any towers and poles); and
  - 5.8.2 underground mains, wires, cables, pipes or other conduit, transformers (including pole-mounted and padmounted transformers), substations (including pole-mounted and padmounted substations), pumping stations, exchanges, boosters, energy collection and/or generation devices and equipment and the supports therefore together with any above ground or underground ancillary works including service cables and connecting cables and the supports therefore (including towers and poles).
- 5.9 "Services" includes overhead and underground telephone, communications, gas, water, sewage and drainage services.
- 5.10 "Signals" means and includes data or signals of any description or kind.
- 5.11 "Structure" includes building, wall retaining wall, carport and swimming pool but excludes furniture and garden ornament

And it is hereby declared that the said easement is intended to be an easement in gross under Section 88A of the Conveyancing Act 1919 and that the said easement may be released, varied or modified by Essential Energy.

1 Mar

#### PLANNING CERTIFICATE UNDER s.10.7(2) & (5) OF THE ENVIRONMENTAL PLANNING **AND ASSESSMENT ACT, 1979**

Cert No: 5713 Your Ref: 18600657 Date of Issue: 22/04/2021 Receipt No: 289946



InfoTrack **GPO BOX 4029** Sydney NSW 2001 Owner (as recorded by Council) Intrapac Skennars Head Pty Ltd C/- Intrapac Property Level 6, 580 St Kilda Road MELBOURNE VIC 3004

Property Location: Aureus Boulevard SKENNARS HEAD Title Details: Lot: 234 DP: 1266854 Parcel Id: 1009845 23.3300 Hectares Area:

#### Names of Relevant Planning Instruments and DCPs 1

#### 1(1) **Environmental Planning Instruments**

As at the date of this certificate, the following environmental planning instruments apply to the carrying out of development on the subject land:

#### Local Environmental Plans (LEPs)

Ballina Local Environmental Plan 1987 (BLEP 1987) NB. BLEP 1987 continues to apply to the land identified as "Deferred Matter" under the BLEP 2012

Ballina Local Environmental Plan 2012 (BLEP 2012)

A copy of these plans can be obtained from NSW Government website at www.legislation.nsw.gov.au

#### State Environmental Planning Policies (SEPPs)

SEPP No. 21 - Caravan Parks

To regulate the use and development of caravan parks, and in certain instances, to enable their subdivision for lease purposes.

SEPP No. 33 - Hazardous and Offensive Development

To provide a mechanism for the consideration of applications for hazardous and offensive industries, by ensuring that the consent authority has sufficient information to assess any such applications, to impose conditions to reduce or minimise any adverse impacts and to require advertising of applications for such developments.

SEPP No. 36 - Manufactured Homes Estates The Policy -

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- (i) defines where Manufactured Home Estates (MHEs) may be permitted and establishes criteria for the granting of development consent to these estates
- (ii) enables, with development consent, the subdivision of MHEs, provided such subdivision complies with the provisions of the Local Government (Manufactured Home Estates) Regulation 1993.

#### State Environmental Planning Policy (Koala Habitat Protection) 2020

This policy aims to encourage the proper conservation and management of areas of natural vegetation that provide habitat for koalas to ensure a permanent free-living population over their present range and reverse the current trend of koala population decline.

#### SEPP (Koala Habitat Protection) 2021 -

This policy aims to encourage the conservation and management of areas of natural vegetation that provides habitat for koalas to support free-living population over their present range and reverse the current trend of koala population decline.

This policy applies to the whole of the Ballina Shire except where identified in Clause 6 of this policy.

#### SEPP No. 50 - Canal Estate Development

This Policy applies to the whole of the State, except the land to which Sydney Regional Environmental Plan No. 11 - Penrith Lakes Scheme applies. The Policy provides that where the Policy applies a person shall not carry out canal estate development as defined in the Policy.

#### SEPP No. 55 - Remediation of Land

This Policy aims to promote the remediation of contaminated land for the purpose of reducing the risk of harm to human health or any other aspect of the environment. The Policy applies to the whole state, to ensure that remediation is permissible development and is always carried out to a high standard. It specifies when consent is required for remediation and lists considerations that are relevant when rezoning land and determining development applications.

#### SEPP No. 64 - Advertising and Signage

This Policy provides new controls that will improve the quality of outdoor advertising and the environment.

#### SEPP No. 65 - Design Quality of Residential Flat Development

The SEPP aims to improve the design quality of residential flat development throughout NSW. It recognises that the design quality of residential flats is of State significance due to the economic, environmental, cultural and social benefits of high quality design. The SEPP applies to residential flat buildings of three or more storeys (not including levels that protrude less than 1.2m above ground level that are devoted to car parking and storage) and four or more self contained dwelling units. The SEPP does not apply to buildings classified as Class 1a or 1b under the BCA.

### SEPP No. 70 - Affordable Housing (Revised Schemes)

This Policy

- a) Identifies that there is a need for affordable housing across the whole of the State, and
- b) Describes the kinds of households for which affordable housing may be provided, and
- c) Makes a requirement with respect to the imposition of conditions relating to the provision of affordable housing.

#### SEPP (Affordable Rental Housing) 2009

This Policy aims to provide a consistent planning regime for the provision of affordable rental housing through incentives to facilitate effective delivery of new affordable housing, to facilitate the retention and mitigate the loss of existing affordable rental housing, to facilitate an expanded

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SEPP (Building Sustainability Index: BASIX) 2004 The aim of this Policy is to ensure consistency in the implementation of the BASIX scheme throughout the State.

#### SEPP (Exempt and Complying Development Codes) 2008

This Policy aims to provide streamlined assessment processes for development that complies with specified development standards by providing exempt and complying development codes that have State-wide application.

#### SEPP (Housing for Seniors or People with a Disability) 2004

This policy focuses on balancing growing demand for seniors accommodation while maintaining the character and feel of local neighbourhoods. The policy uses a balanced approach to the task of guiding the range of housing types that suit seniors and people with a disability. The policy establishes matters for consideration, development standards and design requirements for development proposals under this policy.

#### SEPP (Infrastructure) 2007

This policy seeks to facilitate the effective delivery of infrastructure by improving regulatory certainty and efficiency through a consistent planning regime for infrastructure and the provision of services.

#### SEPP (Mining, Petroleum Production and Extractive Industries) 2007

This policy aims to provide for the proper management and development of mineral, petroleum and extractive mineral resources for the purpose of promoting the social and economic welfare of the State and to facilitate the orderly and economic use and development of land containing these resources.

SEPP (Educational Establishments and Child Care Facilities) 2017 The aim of this Policy is to facilitate the effective delivery of educational establishments and early education and care facilities across the State.

#### SEPP (Concurrences and Consents) 2018

This policy provides that the Planning Secretary of the Department of Planning and Environment may act as a concurrence authority, in the instances where a person whose concurrence is required to be obtained by a relevant provision fails to inform a consent authority of the decision concerning concurrence within the time allowed for doing so.

SEPP (Primary Production and Rural Development) 2019 This policy aims to:

- · facilitate the orderly economic use and development of lands for primary production,
- reduce land use conflict and sterilisation of rural land by balancing primary production, residential development and the protection of native vegetation, biodiversity and water resources,
- identify State significant agricultural land for the purpose of ensuring the ongoing viability of agriculture on that land, having regard to social, economic and environmental considerations,
- simplify the regulatory process for smaller-scale low risk artificial waterbodies, and routine maintenance of artificial water supply or drainage, in irrigation areas and districts, and for routine and emergency work in irrigation areas and districts,
- encourage sustainable agriculture, including sustainable aquaculture,

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- require consideration of the effects of all proposed development in the State on oyster aquaculture,
- identify aquaculture that is to be treated as designated development using a well-defined and concise development assessment regime based on environment risks associated with site and operational factors.

SEPP (State and Regional Development) 2011

This policy aims to identify development that is State significant development, identify development that is State significant infrastructure and critical State significant infrastructure and identify development that is regionally significant development.

SEPP (Vegetation in Non-Rural Areas) 2017 This policy aims to protect the biodiversity values of trees and other vegetation in non-rural areas of the State, and preserve the amenity of non-rural areas of the State through the preservation of trees and other vegetation.

SEPP (Coastal Management) 2018 This policy aims to promote an integrated and co-ordinated approach to land use planning in the coastal zone in a manner consistent with the objects of the Coastal Management Act 2016.

#### 1(2) Proposed Environmental Planning Instruments

As at the date of this certificate, the following proposed environmental planning instruments apply to the carrying out of development on the land:

Draft State Environmental Planning Policy - Remediation of Land.

Draft Amendment to State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007.

Draft State Environmental Planning Policy (Short-term Rental Accommodation) 2019.

Draft State Environmental Planning Policy (Housing Diversity) 2020.

Review of State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017

#### 1(3) Development Control Plans (DCPs)

As at the date of this certificate, the following development control plans apply to the carrying out of development on the land:

Ballina Shire Development Control Plan 2012

Copies of the above plan can be obtained from Council's website at www.ballina.nsw.gov.au

#### 2 Zoning and Land Use Under Relevant LEPs

2(a). Zoning

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Under the provisions of the Local Environmental Plans listed in Items 1(1) above, the subject land is within the following zone(s):

BLEP 2012 - R3 Medium Density Residential

BLEP 2012 - B1 Neighbourhood Centre

BLEP 1987 - 7(d) Environmental Protection (Scenic/Escarpment) Zone

BLEP 2012 - R2 Low Density Residential

#### 2(b)-(d). Land Use Permissibility

The purposes for which the Local Environmental Plans listed above provide that development may be carried out within the zone:

- without the need for development consent; or

- only with development consent; or
- for which development is prohibited,

are listed in the Land Use Table at the end of Part 2 of the BLEP 2012, or are listed in Clause 9 - Zone Objectives and Development Control Table of the BLEP 1987, whichever is the relevant Plan. Reference should also be made to other parts or special provisions of the Plans that may further regulate or prohibit certain development.

#### 2(e). Minimum Standards for the Erection of a Dwelling-House

Where the land is vacant (ie no dwelling presently exists on the land) the circumstances by which a dwelling house may be erected thereon are prescribed by either Clause 4.2 A of the BLEP 2012 or Clause 12 of the BLEP 1987, whichever plan is relevant.

#### 2(f). Critical Habitat

The subject land is not identified as including or comprising critical habitat as prescribed in the Threatened Species Conservation Act 1995 or the Fisheries Management Act 1994.

#### 2(g). Conservation Area

The subject land is not within a conservation area.

#### 2(h). Item of Environmental Heritage

The subject land does not contain nor constitute an item of environmental heritage, as listed in Schedule 1 of the BLEP 1987, or Schedule 5 of the BLEP 2012, in so far as either plan applies to the subject land.

#### 3 Complying Development

#### General Housing Code

Complying development under the General Housing Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. The land is affected by the following specific land exemptions:

- excluded land identified by an environmental planning instrument.

- land that is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

- land that is located within an environmentally sensitive area.

#### **Rural Housing Code**

Complying development under the Rural Housing Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. The land is affected by the following specific land exemptions:

- excluded land identified by an environmental planning instrument.
- land that is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.
- land that is located within an environmentally sensitive area.

#### Commercial and Industrial (New Buildings and Additions)

Complying development under the Commercial and Industrial (New Buildings and Additions) Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. The land is affected by the following specific land exemptions:

- excluded land identified by an environmental planning instrument.

- land that is identified on an Acid Sulfate Soils Map as being Class 1 or Class 2.

- land that is located within an environmentally sensitive area.

#### Housing Alterations Code

Complying development under the Housing Internal Alterations Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. The land is affected by the following specific land exemptions:

- land that is located within an environmentally sensitive area.

#### General Development Code

Complying development under the General Development Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. The land is affected by the following specific land exemptions:

- land that is located within an environmentally sensitive area.

#### Commercial and Industrial (Alterations Code)

Complying development under the Commercial and Industrial (Alterations) Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. The land is affected by the following specific land exemptions:

- land that is located within an environmentally sensitive area.

#### Subdivisions Code

Complying Development under the Subdivisions Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. The land is affected by the following exemptions:

- land that is located within an environmentally sensitive area.

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#### **Demolition Code**

Complying development under the Demolition Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. The land is affected by the following specific land exemptions:

- land that is located within an environmentally sensitive area.

#### Fire Safety Code

Complying development under the Fire Safety Code as contained in State Environmental Planning Policy (Exempt and Complying Development) 2008 may not be carried out on this land. The land is affected by the following specific land exemptions:

- land that is located within an environmentally sensitive area.

NB: Despite the specific land exemptions outlined within the codes above, as only part of the land is identified as being excluded, complying development may still be carried out on the part of the land not excluded. It is suggested that you contact Council to ascertain the applicable area(s).

#### 4 Coastal Protection

#### 4B. Annual charges for coastal protection services under Local Government Act 1993

The current owner (or any previous owners) have 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.

#### 5 Mine Subsidence

The subject land is not within an area proclaimed to be a Mine Subsidence District within the meaning of section 15 of the Mine Subsidence Compensation Act 1961.

#### 6 Road Widening and Road Realignment

The subject land is not affected by any road widening or realignment proposal under either Division 2 of Part 3 of the Roads Act 1993, any environmental planning instrument or any resolution of the Council.

Notices of development consent that have been or may be issued over the subject land may include specific requirements pertaining to road widening or realignment.

#### 7 Risks

The general policies that have been either:

- adopted by Council; or
- adopted by any other public authority and notified to Council for the express purpose of its adoption by that authority being referred to in this certificate, to restrict development of the land because of hazard risks are detailed below. Notices of development consent and/or building approval that have been or may be issued over the land may contain specific

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#### 7(i). Land Slip

The Council has not adopted a policy to restrict development of the subject land because of the likelihood of land slip. The land is within an area identified by a study commissioned by Council, and conducted by Coffey & Partners Pty Ltd, Consulting Engineers in March 1986 as having a low to very low risk of instability. The study has determined that the land is within a Category III area. Details of this classification are contained in 149 Slip Attachment No. 3 (4/95). Geotechnical investigations may be required prior to development of the site, depending upon the characteristics of the site and the nature of development proposed.

Please refer to Council's website for S149 Slip Attachment No. 3 (4/95, www.ballina.nsw.gov.au > Planning & Development > Certificates, Permits, Agreements > Section 149 Certificates > 149 Attachment Slip (pdf).

#### 7(ii). Tidal Inundation

Council has no records that indicate the land is affected by tidal inundation. Accordingly, the Council has not adopted a policy to restrict development of the land in respect of tidal inundation.

#### 7(iii). Subsidence

Council records do not indicate that the land is affected by subsidence. Accordingly, the Council has not adopted a policy to restrict development of the land in respect to subsidence.

#### 7(iv). Acid sulfate soils

Clause 7.1 of the BLEP 2012 or Clause 36 of the BLEP 1987, whichever applies to the subject land, requires development consent for works, including agricultural related works, that could disturb soils or groundwater in areas identified as having potential for acid sulfate soil conditions.

Council's Acid Sulfate Soils Planning Maps identify five classes of land with respect to acid sulfate soils. The subject land has been identified on the Acid Sulfate Soils Planning Maps as follows:

Class 2

Class 5

#### 7(v). Cattle tick dip sites

Council has information that the land is within 200 metres of a site identified by the NSW Department of Primary Industries as having been used at one time for the purpose of a cattle tick dip. A 200 metre radius of existing or former dip sites has been identified by the Cattle Dip Site Management Committee as the "assessment" zone for determining the constraint to development posed by the occurrence of cattle tick dip sites. In April, 1994, NSW Agriculture published Guidelines to assist Local Government in assessing development within 200 metres of cattle tick dip sites. These were revised on 18th May, 1995. Further inquiries about the Guidelines should be directed to the NSW Department of Primary Industries.

#### 7(vi). Contamination

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Council has by resolution adopted a policy which may restrict development of the subject land in respect of potential contamination of that land. Specific consideration should be given to any prior or current land uses which may have caused contamination and, where considered necessary, assessment of the site should be carried out in accordance with the provisions of any relevant State legislation and, in particular, the "Managing Contaminated Land - Planning Guidelines (1998)" as issued by the NSW Department of Planning.

#### 7(vii). Any other risk

This land is identified as being subject to planning controls associated with the Ballina Shire Council's Dual Water Supply Plumbing Policy. The use of recycled water on this land must comply with this Policy, which includes that all fixtures are plumbed in accordance with the Policy. If dual reticulation plumbing has been installed on the land, then a Dual Water Supply Cross Connection Audit Certificate of Compliance must be obtained from Ballina Shire Council prior to the completion of any contract for sale issued for the subject property, in accordance with the Policy.

Please refer to Council's website for the Dual Water Supply Plumbing Policy, www.ballina.nsw.gov.au > Planning & Development > Certificates, Permits, Agreements > Section 149 Certificates > 149 Attachment Ballina Heights Dual Water (pdf).

Please refer to Council's website for Cross Connection Audit Certificate of Compliance Application form, www.ballina.nsw.gov.au > Council Forms > Dual Water Supply Certificate of Compliance Application (pdf).

#### 7A Flood related development controls information

Council is aware that the land is in an area which may be susceptible to flooding. Consequently Council has adopted a policy which establishes minimum fill and/or floor levels for development as set out in Chapter 2b of the Ballina Development Control Plan 2012. An assessment of the potential impacts of flooding on the site will be undertaken in Council's determination of any application for development of the land.

#### 8 Land Reserved for Acquisition

The subject land is not identified as being subject to acquisition by a public authority (as referred to in section 3.15 of the EP & A Act 1979) under the provisions of any environmental planning instrument, deemed or draft environmental planning instrument.

#### 9 Contributions Plans

As at the date of this certificate, the following contributions/development servicing plan(s) apply (or may apply depending upon proposed future development) to the subject land:

- Cumbalum Urban Release Area Precinct A Contributions Plan 2015, 26 February 2015
- Ballina Shire Roads Contribution Plan Version 4.1, 26 July 2018
- Ballina Shire Open Spaces and Community Facilities Contributions Plan 2016, 1 January 2017
- Ballina Shire Car Parking Contributions Plan 2014, 14 May 2014
- Ballina Shire Heavy Haulage Contribution Plan, 27 October 2011

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- Ballina Shire Council Water Supply Infrastructure Development Servicing Plan, 27
   February 2015
- Ballina Shire Council Sewerage Infrastructure Development Servicing Plan, 27 February 2015
- Rous Water Development Servicing Plan for Bulk Water Supply, 15 June 2016

Copies of the contribution plans and development servicing plans may be viewed at the Council's Customer Service Centre, corner Cherry & Tamar Streets, Ballina. All enquiries relating to the Rous Water Development Servicing Plan should be directed to Rous Water, Lismore.

#### 9A Biodiversity certified land

Council has not been notified that the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016.

#### 10 Biodiversity stewardship sites

Council has not been notified of the existence of a biodiversity stewardship site under Part 5 of the Biodiversity Conservation Act 2016.

#### 10A Native vegetation clearing set asides

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

#### 11 Bush fire prone land

The subject land is identified as being bush fire prone (or part prone) on the Ballina LGA Bush Fire Prone Land Map as certified by the Commissioner of the NSW Rural Fire Service (RFS) pursuant to Section 10.3 of the EP & A Act 1979. Reference should be made to the document 'Planning for Bush Fire Protection 2006' (NSW RFS in cooperation with the Department of Planning) in the on-going occupation and/or development of the land. Hard copies of the document are available from the Department of Planning. The document is also available from the NSW Rural Fire Service website: www.rfs.nsw.gov.au

#### 12 Property vegetation plans

The subject land is not affected by a Property Vegetation Plan (PVP) under the Native Vegetation Act 2003.

#### 13 Orders under Trees (Disputes Between Neighbours) Act 2006

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

#### 14 Directions under Part 3A

The land is not subject to any directions by the Minister under Section 75P(2)(c1) of the Environmental Planning and Assessment Act 1979 that a provision of an environmental planning instrument does not have effect.

# 15 Site compatibility certificates and conditions for housing for seniors or people with a disability

Council is not aware of any site compatibility certificates or development consents setting out any terms of a kind issued under the provisions of State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 that apply to this land.

#### 16 Site compatibility certificates for infrastructure

Council is not aware of any valid site compatibility certificates issued under the provisions of State Environmental Planning Policy (Infrastructure) 2007 that apply to the land.

#### 17 Site compatibility certificates and conditions for affordable rental housing

Council is not aware of any site compatibility certificates or development consents setting out any terms of a kind issued under the provisions of State Environmental Planning Policy (Affordable Rental Housing) 2009 that apply to this land.

## 18 Contaminated land pursuant to the Contaminated Land Management Act 1997

Council has not been informed that the land is contaminated in accordance with the provisions of the Contaminated Land Management Act 1997.

#### **19** Paper subdivision information

Council has not been notified of any such development plan that applies to the land.

#### 20 Site verification certificates

Council has not been notified that the land is the subject of a current site verification certificate.

#### 21 Loose-fill asbestos insulation

Council has not been notified in this regard in relation to the subject property.

#### 22 Affected building notices and building product rectification orders

Council is not aware of any affected building notice being in force in respect of the land to which this certificate relates;

Council is not aware of any building product rectification order being in force in respect of the land to which this certificate relates that has not been fully complied with; and

Council is not aware of any outstanding notice of intention to make a building product rectification order in respect of the land to which this certificate relates.

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

### Planning Certificate Under s.10.7(2) & (5) of the Environmental Planning and Assessment Act, 1979

**NOTE:** The information contained in this certificate needs to be read in conjunction with the provisions of the Environmental Planning and Assessment Act 1979, as amended, and its Regulations.

s.10.7(2) END

## PLANNING CERTIFICATE UNDER s.10.7(5) OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT, 1979

The following information is provided in respect of an application made to Council pursuant to Section 10.7(5) of the Environmental Planning and Assessment Act, 1979.

## 1 Heritage Act 1977

Council has not been notified by the NSW Heritage Council of the existence of any order made under the provisions of the Heritage Act 1977 pertaining to the subject land.

## 2 Within 60m of Item of Environmental Heritage

The subject land is not situated within 60m of an item of environmental heritage as identified in Schedule 1 of the Ballina LEP 1987.

## 3 Tree Preservation Order

No tree preservation order or vegetation management order exists for any other land in the Shire. However Clause 23 of the Ballina LEP 1987 applies in respect of tree removal/destruction.

## 4 Major Road Improvement Proposals

Council has not been notified by the NSW Roads and Traffic Authority of any major road development proposals affecting the subject land.

### 5 Backlog Sewer

The subject land is not within an area affected by the Backlog Sewer Program.

## 6 Any Other Matters

Not applicable.

**NOTE:** In respect of matters beyond the control and/or direct responsibility of Council, information provided above is provided only to the extent that Council has been so notified by the relevant Authorities or Departments having responsibility for the administration of the particular matters referred to.

FOR FURTHER INFORMATION PLEASE CONTACT COUNCIL'S DEVELOPMENT AND ENVIRONMENTAL HEALTH GROUP.

40 cherry street, po box 450, ballina nsw 2478 t1300 864 444 e council@ballina.nsw.gov.au w ballina.nsw.gov.au abn 539 29 887 369

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Planning Certificate Under s.10.7(2) & (5) of the Environmental Planning and Assessment Act, 1979

Paul Hickey General Manager Ballina Shire Council

Personalisity of reprint

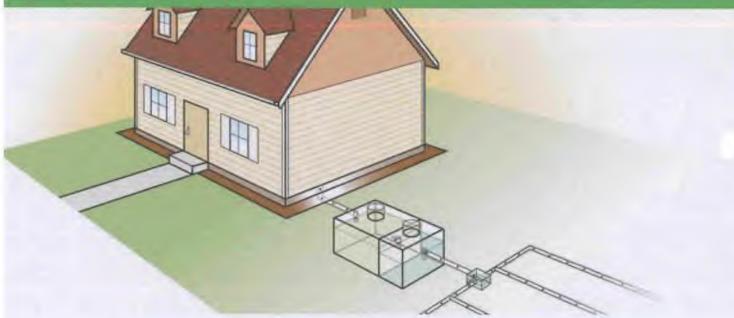
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40 cherry street, po box 450, ballina nsw 2478 t1300 864 444 e council@ballina.nsw.gov.au w ballina.nsw.gov.au abn 539 29 887 369

Page 13 of 13

# 

**OSSM Factsheet 16** 



# **Responsibility of vendor** (seller)

Vendors (the owners who are selling the property) should make sure that the new property owner receives a copy of the OSSM operation and maintenance manual and additional copies are available upon request.

The manual should include the following items:

- system operation and capabilities
- operating requirements system capacity, the importance of a balanced wastewater hydraulic load (ie spread clothes washing loads over a week, not all in one day) and actions to be avoided
- troubleshooting and signs of system failure such as, unsatisfactory operation of plumbing fixtures, odours and surface ponding of wastewater
- maintenance and servicing requirements
- management of health risks
- occupational health and safety, first aid and chemical handling

• Emergency telephone numbers (ie authorised service agent, plumber and drainer, electrician, wastewater pump out contractor).

The vendor should arrange for an inspection of the OSSM system prior to sale by a suitably qualified and experienced person (ie NSW licensed plumber and drainer). An OSSM system inspection template/ checklist is available on Council's website under "Planning & Development – On-site Sewage Management". The inspection/checklist is to be completed by the suitably qualified and experienced person and a copy provided to any potential buyers. This will ensure that potential buyers are aware of the type of OSSM system installed and their responsibilities with ongoing operation and maintenance.

The benefit of performing this OSSM inspection prior to sale is to enable the rectification of any potential operational defects. Additionally, it provides an opportunity for negotiation between vendor and buyer with any costs associated with these works.

Please note only suitably qualified Aerated Wastewater Treatment Systems (AWTS) service agents can inspect and service an AWTS. A list of suitably qualified AWTS service agents is available on the Ballina Shire Council website under "Planning and Development".

## >>> Responsibility of the purchaser of property (buyer)

It is the buyer's responsibility to ask questions about the OSSM system and request or arrange for an OSSM system inspection report. The operational performance of the OSSM system is often overlooked during the property purchasing/ selling process. If the OSSM system is defective it may incur significant costs on the new property owner.

The purchaser of the property is to provide a copy of the OSSM inspection report to Council when they submit their Section 68 OSSM Approval to Operate application. This application must be completed within two months of the sale of the property (application form available on Council's website).

## >>> Responsibility of Council

The Role of Local Government is to determine applications for:

- the installation, construction or alteration of a human waste treatment device or storage facility and connected drains
- the ongoing operation of an OSSM system.

Council conducts a monitoring program of OSSM systems within their local government area to ensure that all systems continue to comply with relevant performance standards. It is not Council's role to design or recommend a particular OSSM system to a property owner.

Council may issue "Orders" requiring a person:

- to comply with an approval
- to take action to maintain premises in a healthy condition
- to store, treat or dispose of waste
- not to use or permit a human waste storage facility to be used, and/or to connect premises to a public sewer when the sewer is within 75 metres
- Orders may be given to the owner or occupier of the premises or to the person responsible for the waste or the container in which the waste is stored (refer compliance and enforcement overview in OSSM Strategy).

Outstanding notices or orders may be re-issued by Council to the new owner if the matter has not been resolved at the settlement stage. The new owner will then be responsible for compliance works relating to the OSSM system.

## >>> Responsibility of the Solicitor/Conveyancer

The solicitor/conveyancer helps with the property settlement and title transfer process by ensuring that their client is meeting all legal obligations and that their client's rights are protected during this transaction. It is recommended that the solicitor/conveyance apply to Council for a 735A search certificate to ensure that the prospective purchaser is aware of any outstanding Notices or Orders relating to the property.

For more information about the installation, operation and ongoing maintenance of OSSM systems in the Ballina Shire please refer to Council's 2017 Strategy and Guidelines.



>>

If you have any questions or concerns please contact:

Ballina Shire Council, Development and Environmental Health Group Phone 6686 1210 enquiries refer Compliance Section in reply please quote Fire Safety 735A Certificates



24 May 2018

The Principal Solicitor / Conveyancer

Dear Sir/Madam

## Re: Requirement to Provide Annual Fire Safety Statements

I am writing to advise that since July 2017, Council's Compliance Section has been responsible for Council's Annual Fire Safety Statement programme. This involves the monitoring and enforcement of essential services (fire safety) measures.

Under the provisions of Clause 177(1), *Environmental Planning and Assessment Regulation* 2000 (NSW), a landowner has the legal responsibility to ensure that an annual fire safety statement is provided to Council by the due date. This Clause (in part) states:

## 177 Annual fire safety statement to be given to consent authority and Fire Commissioner and prominently displayed in building

- (1) Each year, the owner of a building to which an essential fire safety measure is applicable must cause the council to be given an annual fire safety statement for the building.
- (2) An annual fire safety statement for a building:
  - (a) must deal with each essential fire safety measure in the building premises, and
  - (b) must be given:
    - (i) within 12 months after the date on which an annual fire safety statement was previously given, or
    - (ii) if a fire safety certificate has been issued within the previous 12 months, within 12 months after the fire safety certificate was issued,

whichever is the later.

(2A) Failure to give an annual fire safety statement to the council within the time prescribed by subclause (2) (b) constitutes a separate offence for each week beyond the expiry of that time for which the failure continues.

There is no legal requirement for Council to remind a landowner that their Annual Fire Safety Statement is due.

To assist property owners in meeting the above obligations and ensure the expectations of the community are met with regards to fire safety, Council operates a fee for service notification programme.

### 24 May 2018

This service includes:

- A reminder notice three months prior to the statement becoming due;
- The provision of a pro-forma statement for completion and return that fulfils the requirements of the Regulation; and
- Forwarding of the returned statement to the NSW Fire Commissioner on your behalf.

There is also no legal obligation on a landowner to subscribe to this service.

To assist prospective purchasers and the legal and conveyancing industries in relation to the sale of a property, changes have been made to Council's 735A Certificates to include a general advice in relation to essential services (fire safety) measures. This general advice states:

If this Certificate relates to a commercial, industrial or a multi-unit residential building, any new owner may be required to provide ongoing Essential Services (Fire Safety) Certification to both Council and NSW Fire and Rescue. Any prospective purchaser should make separate enquiries with Council's Compliance Section in this regard.

With respect to information available to potential purchasers, Council has a standard form, available on the Council's website under the "Council forms" tab that can be completed to request information on the essential services (fire safety) measures associated with a property. This form is titled *"Essential Services - Request for Information Form"*.

Should you lodge this application, along with payment of the applicable fee, Council will be able to provide you with advice:

- (a) Whether the property is currently listed on Council's Essential Services Register; and
- (b) What services are currently recorded for that property; and
- (c) The due date of the next Annual Fire Safety Statement; and
- (d) Whether the current owner has subscribed to the reminder service.

If you have any enquiries in regard to this matter please contact Council's Compliance Section on 1300 864 444.

Yours faithfully



Stephen Rendall Compliance Coordinator Development and Environmental Health



Please Note:

Council Records show that there is NO available sewer to the subject property.



Enquiry ID Agent ID Issue Date Correspondence ID Your reference

INFOTRACK PTY LIMITED DX Box 578 SYDNEY

## **Purchaser Copy**

Land Tax Certificate under section 47 of the Land Tax Management Act, 1956.

This information is based on data held by Revenue NSW.

Ind IDLand addressD1266854/2341 AUREUS BVD SKENNARS HEAD

Taxable land value

There is **land tax** (which may include surcharge land tax) charged on the land up to and including the 2021 tax year. As the certificate has issued with a charge, the owner of the land will need to arrange for the charge to be removed. This Certificate has been issued on the tax position of the originating land item(s): D1261459/165

Yours sincerely,

Scott Johnston Chief Commissioner of State Revenue

### Important information

### Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

### When is a certificate clear from land tax?

- A certificate may be issued as 'clear' if:
- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

**Note:** A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

### When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

### How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

### How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

### Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

### Contact details



Read more about Land Tax and use our online servce at www.revenue.nsw.gov.au



1300 139 816\*



Phone enquiries 8:30 am - 5:00 pm, Mon. to Fri.

Overseas customers call +61 2 7808 6906
 Help in community languages is available.



INTRAPAC PROPERTY PTY LTD & JAGEN PTY LTD LEVEL 6 580 ST KILDA ROAD MELBOURNE VIC 3004

Our reference: 7125568427354 Phone: 13 28 66

19 November 2021

# Your foreign resident capital gains withholding clearance certificate

- > Purchasers are not required to withhold and pay an amount
- > Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410622406915
Vendor name	INTRAPAC SKENNARS HEAD PTY LTD as trustee for INTRAPAC PROPERTY PTY LTD & JAGEN PTY LTD
Clearance Certificate Period	16 November 2021 to 16 November 2022

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully, Emma Rosenzweig Deputy Commissioner of Taxation

## **NEED HELP**

Learn more about foreign resident capital gains withholding at **ato.gov.au/FRCGW** 

## CONTACT US

In Australia? Phone us on 13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday. Annexure A

**Disclosure Statement** 

## Disclosure Statement – Off the Plan Contracts

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

VENDOR	VENDOR Intrapac Skennars Head Pty Ltd (ACN 309 488 780)				
FNUFLNIT	Lots in the Draft Strata Plan being part of the land contained in folio identifier 234/1266854				
TITLE STRUCTURE					
Will the lot be a lot in a	a strata scheme?	<b>N</b>	o 🛛 Yes		
Will the lot also be sub Management Stateme Management Stateme	nt or Building	N 🛛	o 🗌 Yes		
Will the lot form part of	of a community,	N N	o Yes		
precinct or neighbourh	ood scheme?	lf Yes, p	lease specify scheme	e type:	
DETAILS					
Completion	The date for completio date that is the later of		Refer to clause(s):	Clause 37.3	
	(a) 30 days af contract d				
	(b) 21 days aft date the version f serves on f purchaser Registratio	endor the the			
	(c) 21 days aft date the ve serves on t purchaser Registratic Document	endor the the on			
	(d) 14 days aft vendor ser the purcha Occupatio Certificate	rves on iser the n			

	a N on 21 dat	he vendor serves lotice of Changes the purchaser, days after the te the vendor					
		ves the Notice of anges.					
Is there a sunset date?	🗌 No 🔀 Yes	Can this date be extended?		o 🖂 Yes	Refe claus		Clause 48
Does the purchaser pay anything more if they do not complete on time?	🗌 No 🔀 Yes	Provide details, including releval clause(s) of cont	nt ract:	37.4) If a notice purchaser its legal fe (see claus If complet cancelled purchaser	to co must ees of e 37.6 tion is by the must ees of	mplete reimb \$440 (i \$(a)) schedu e purch reimb \$330(ii	est (see clause e is served, the urse the vendor including GST) uled and haser then the urse the vendor ncluding GST)
Has development approval been obtained?	🗌 No 🖂 Yes	Development Approval No:		DA 2020/2	242		
Has a principal certifying authority been appointed?	🖂 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 releva clause(s) of cont	nt ract:	contract is Strata Pla	s it do n by tl with s	es not he Sun ection	so rescind the register the set Date AND it 66ZS(3) of the

ATTACHMENTS (s66ZM(2) of the Conveyancing Act 1919)				
The following prescribed documents are included in this disclosure statement (select all that apply).				
🔀 draft plan	<pre>draft community/precinct/neighbourhood/</pre>			
S88B instrument proposed to be lodged with draft plan	<pre>draft community/precinct/neighbourhood/ development contract</pre>			
proposed schedule of finishes	draft strata management statement			
🔀 draft strata by-laws	draft building management statement			
🔀 draft strata development contract				

SP FORM 3.01	STRATA PLAN ADN	INISTRATION SHEET	Sheet 1 of 4 sheet(s)	
	Office Use Only		Office Use Only	
Registered:				
	PLAN OF SUBDIVISION OF LOT 443 IN DP1279269			
		Locality: SKENNARS HE	AD	
Proliminary Only 15 12	2024	Parish: BALLINA		
Preliminary Only 15-12	-2021	County: ROUS		
This	is a *FREEHOLD/*LE	ASEHOLD Strata Scheme	9	
Address for Service of	Documents	The by-laws adopted for the so		
25 Swell Aven Skennars Head, NS		* Model by laws for residential Keeping of animals: ( Smoke penetration: C (see Schedule 3 Strata Schem	Option *A/*B	
Provide an Australian postal address	including a postcode	* The strata by-laws lodged wi	th the plan.	
Surveyor's Certifi	icate		(Registered Certifier)	
Iof B&P Surveys, PO Box 46, Murwi being a land surveyor registered un <i>Spatial Information Act 2002</i> , certify shown in the accompanying plan is applicable requirement of Schedule <i>Schemes Development Act 2015</i> ha *The building encroaches on: *(a) a public place *(b) land other than a public place easement to permit the encr created by ∧ Signature: Date: Surveyor ID: Surveyor's Reference: M31890/244 ^ Insert the deposited plan number or dealing numbe easement	der the <i>Surveying and</i> that the information accurate and each 1 of the <i>Strata</i> as been met.	Certifier, registration number regards to the strata plan with required inspections and I am clause 17 <i>Strata Schemes Dev</i> the relevant parts of Section 54 <i>Act 2015.</i> *(a) This plan is part of a deve *(b) The building encroaches of accordance with section 6 <i>Development Act 2015</i> the relevant planning approva with the encroachment or existence of the encroach *(c) This certificate is given on relevant planning approva be created as utility lots an section 63 <i>Strata Scheme</i> Certificate Reference:	this certificate, I have made the satisfied the plan complies with velopment Regulation 2016 and 3 Strata Schemes Development lopment scheme. on a public place and in 2(3) Strata Schemes e local council has granted a I that is in force for the building for the subdivision specifying the ment. the condition contained in the I that lot(s) ^ will and restricted in accordance with s Development Act 2015.	

SP FORM 3.07 (2019)	STRATA PLAN ADM	IINISTRATION SHEE	T Sheet 2 of 4 sheet(s)
	Office Use Only		Office Use Only
Registered:			
	VALUER'S C	ERTIFICATE	
I, *	0	f	
being a qualified valuer, as on having membership with:	defined in the <i>Strata S</i>	chemes Developmer	<i>t Act 2015</i> by virtue of
Professional Body: Class of membership: Membership number:			
certify that the unit entitleme	ents shown in the sche	dule herewith were a	pportioned
on Schemes Development Act	· •	ion day) in accordan	ce with Schedule 2 Strata
Signature:	Date .		
* Full name, valuer company nam	ne or company address		
	SCHEDULE OF U	JNIT ENTITLEMENT	
LOT	U.E.	LOT U.	Ξ.
1		26	
2 3		27 28	
4		29	
5		30	
6		31	
7 8		32 33	
9		34	
10		35	
11		36	
12 (Stage 2 Dev. Lot) 13 (Stage 3 Dev. Lot)		37 38	
14 (Stage 4 Dev. Lot)		39	
15 (Stage 5 Dev. Lot)		40	
16		41	
17		42	
18 19		43 44	
20		45	
21		46	
22		47	
23 24 25		48	
	AG	GREGATE	
Surveyor's Reference: M31890/24471D			
ourveyor a Nelerence. Ivia 1030/244/ ID			

## STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Registered:

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

• Any information which cannot fit in the appropriate panel of any previous administration sheets

• A schedule of street addresses

• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919

• Signatures and seals- see section 22 Strata Schemes Development Act 2015

Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
СР		25	Swell	Avenue	Skennars Head
1					Skennars Head
2					Skennars Head
3					Skennars Head
4					Skennars Head
5					Skennars Head
6					Skennars Head
7					Skennars Head
8					Skennars Head
9					Skennars Head
10					Skennars Head
11					Skennars Head
16					Skennars Head
17					Skennars Head
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32					Skennars Head
33					Skennars Head
34					Skennars Head
35					Skennars Head

SP FORM 3.08	(Annexure)
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## STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Office Use Only

Registered:

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

• Any information which cannot fit in the appropriate panel of any previous administration sheets

• A schedule of street addresses

• Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919

• Signatures and seals- see section 22 Strata Schemes Development Act 2015

Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
36					Skennars Head
37					Skennars Head
38					Skennars Head
39					Skennars Head
40					Skennars Head
41					Skennars Head
42					Skennars Head
43					Skennars Head
44					Skennars Head
45					Skennars Head
46					Skennars Head
47					Skennars Head
48					Skennars Head

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

1. RESTRICTION ON THE USE OF LAND

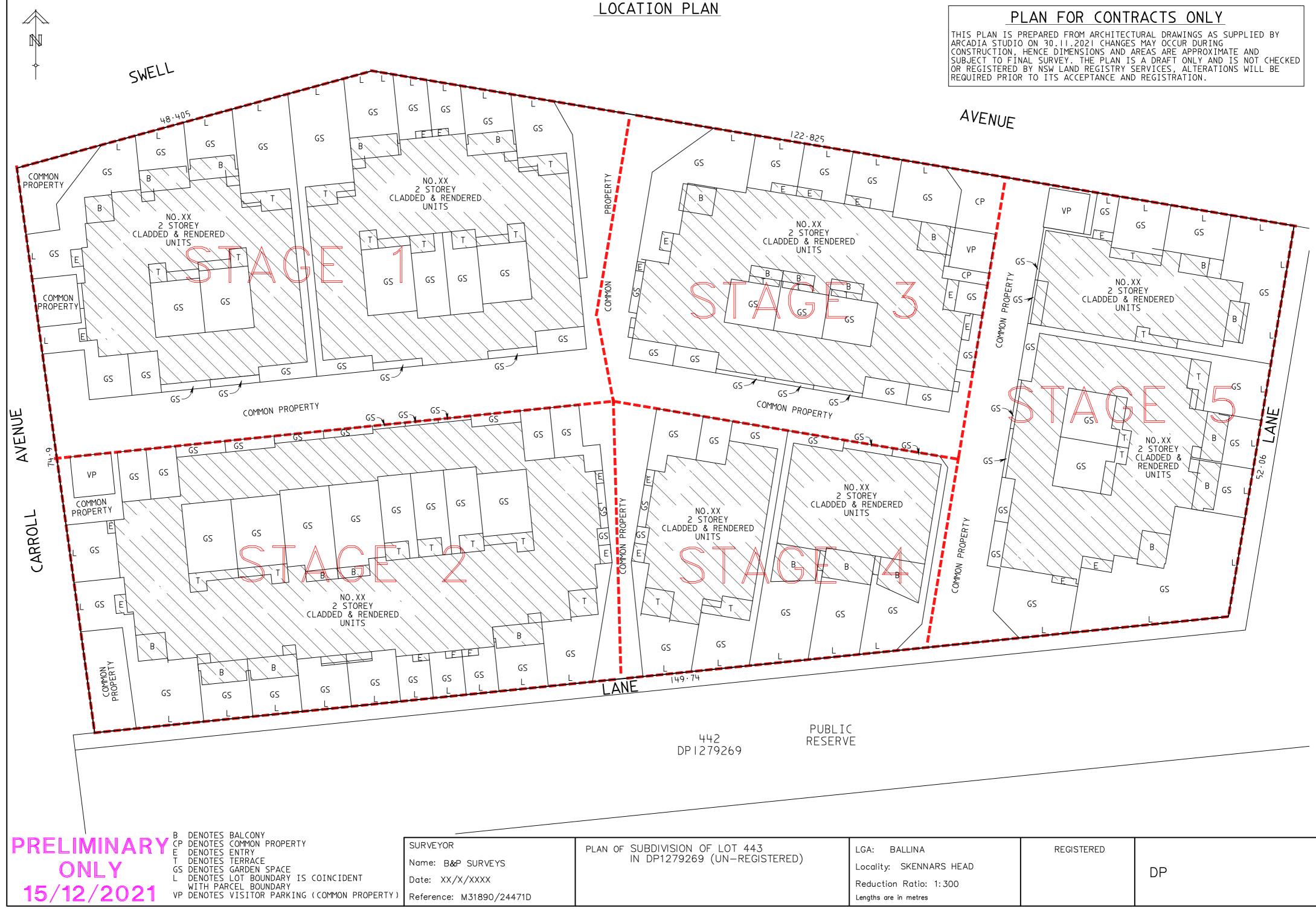
THIS PLAN IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT WHICH IS FILED WITH THE STRATA PLAN.

INTRAPAC SKENNARS HEAD PTY LTD ACN 609 488 780

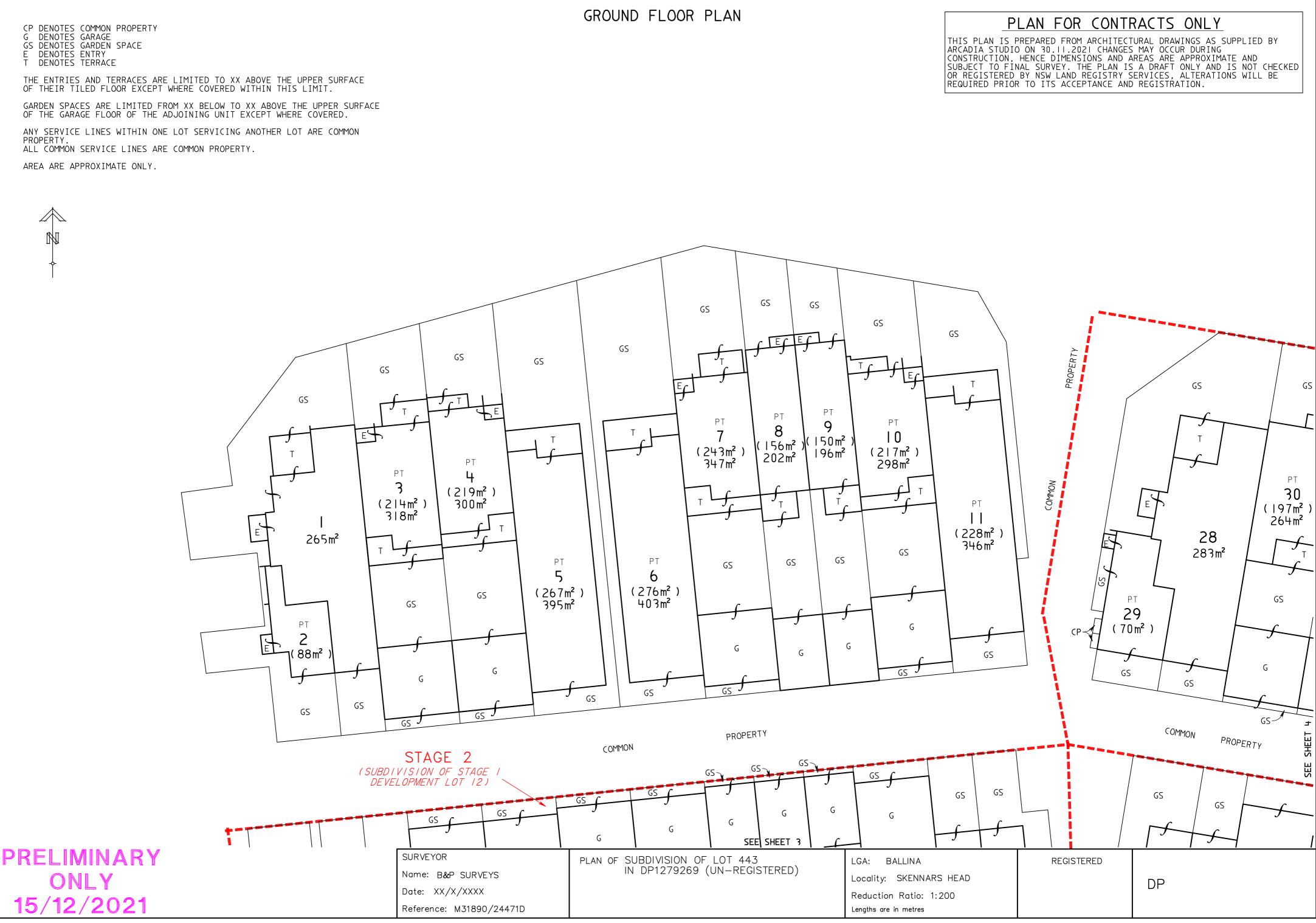
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION



Sheet 1 of 10 sheets



Sheet 2 of 10 sheets

SURVEYOR	PLAN OF SUBDIVISION OF LOT A
Name: B&P SURVEYS	IN DE1279269 (UN-R
Date: XX/X/XXXX	
Reference: M31890/24471D	

AREA ARE APPROXIMATE ONLY.

PRELIMINARY

ONLY

15/12/2021

ALL COMMON SERVICE LINES ARE COMMON PROPERTY.

ANY SERVICE LINES WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY.

GARDEN SPACES ARE LIMITED FROM XX BELOW TO XX ABOVE THE UPPER SURFACE OF THE GARAGE FLOOR OF THE ADJOINING UNIT EXCEPT WHERE COVERED.

THE ENTRIES AND TERRACES ARE LIMITED TO XX ABOVE THE UPPER SURFACE OF THEIR TILED FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

- GS DENOTES GARDEN SPACE E DENOTES ENTRY T DENOTES TERRACE
- G DENOTES GARAGE
- VP DENOTES VISITOR PARKING (COMMON PROPERTY)





 $\mathbb{N}$ 

GROUND FLOOR PLAN

## PLAN FOR CONTRACTS ONLY

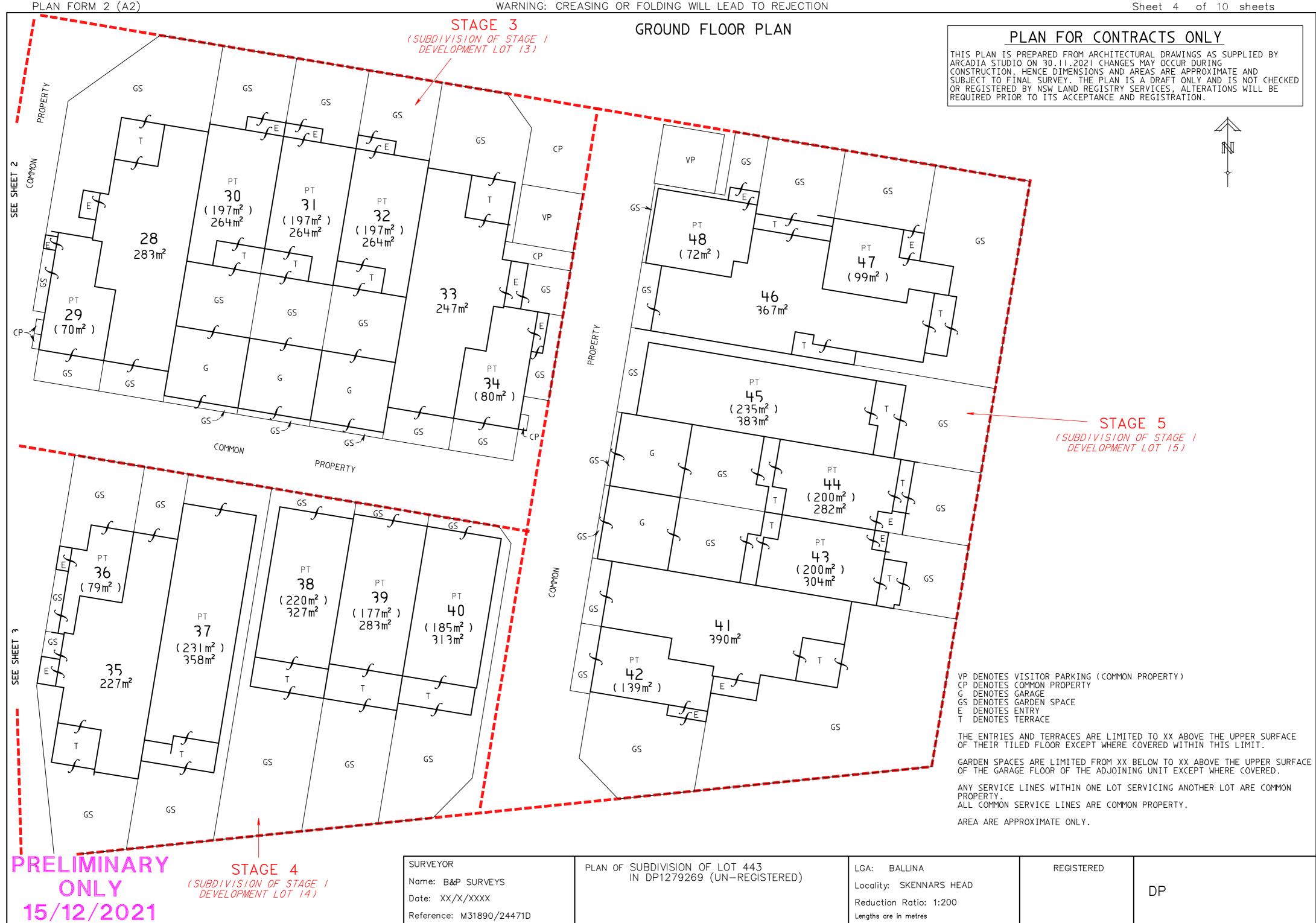
THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS AS SUPPLIED BY ARCADIA STUDIO ON 30.11.2021 CHANGES MAY OCCUR DURING CONSTRUCTION, HENCE DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY NSW LAND REGISTRY SERVICES, ALTERATIONS WILL BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

443 REGISTERED)

LGA: BALLINA Locality: SKENNARS HEAD Reduction Ratio: 1:200 Lengths are in metres

REGISTERED
------------

DP



Reference: M31890/24471D

OF LOT 443 9 (UN-REGISTERED)	LGA: BALLINA Locality: SKENNARS HEAD Reduction Ratio: 1:200 Lengths are in metres	REGISTERED	DP
---------------------------------	--	------------	----

		PT 5 (128m <sup>2</sup> )	PT 6 (127m <sup>2</sup> )
B DENOTES BALCONY THE BALCONIES ARE LIMITED TO XX ABOVE THE UPPER SURFACE OF TIMBER FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.	STAGE 2 (SUBDIVISION OF STAGE / DEVELOPMENT LOT 12)		
ANY SERVICE LINES WITHIN ONE LOT SERVICING ANOTHER LOT ARE ALL COMMON SERVICE LINES ARE COMMON PROPERTY.	E COMMON PROPERTY.		
AREA ARE APPROXIMATE ONLY.			
PRELIMINARY	SURVEYOR	PLAN C	F SUBDIVISION
ONLY	Name: B&P SURVEYS Date: XX/X/XXXX		11 DI 127020
15/12/2021	Reference: M31890/24471E		
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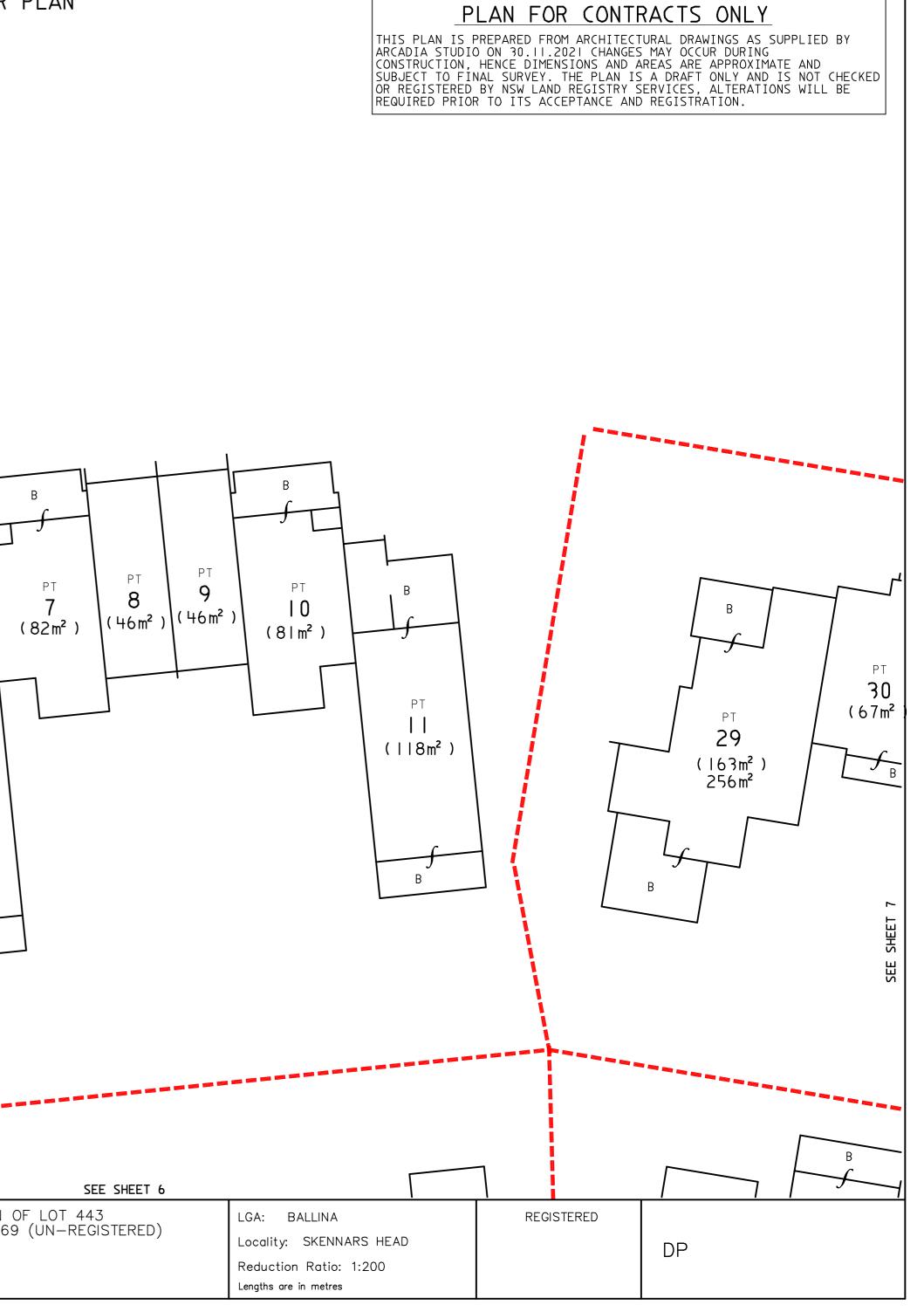
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Sheet 5 of 10 sheets



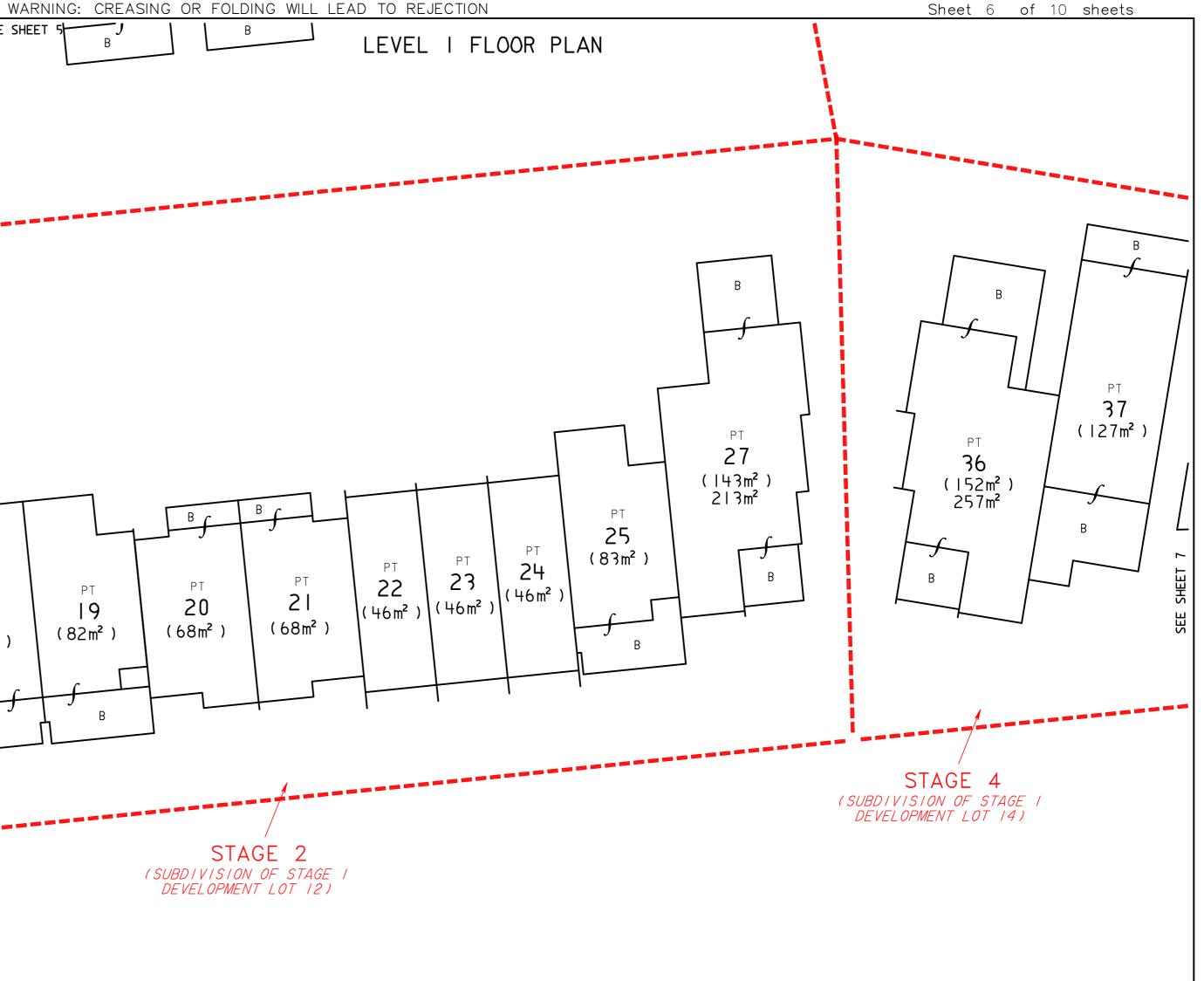
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SEE SHEET 5

PLAN FORM 2 (A2)



## PLAN FOR CONTRACTS ONLY

THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS AS SUPPLIED BY ARCADIA STUDIO ON 30.11.2021 CHANGES MAY OCCUR DURING CONSTRUCTION, HENCE DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY NSW LAND REGISTRY SERVICES, ALTERATIONS WILL BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.

F LOT 443 (UN-REGISTERED) LGA: BALLINA Locality: SKENNARS HEAD Reduction Ratio: 1:200 Lengths are in metres

REGISTERED

DP



Sheet 7 of 10 sheets

## PLAN FOR CONTRACTS ONLY THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS AS SUPPLIED BY ARCADIA STUDIO ON 30.11.2021 CHANGES MAY OCCUR DURING CONSTRUCTION, HENCE DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY NSW LAND REGISTRY SERVICES, ALTERATIONS WILL BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION. В ΡT ΡT 48 47 $(|37m^2)$ $(|37m^2)$ 227m² 258m² В ΡT 45 В (126m<sup>2</sup>) STAGE 5 (SUBDIVISION OF STAGE | DEVELOPMENT LOT 15) ΡT 44 В (82m²) ΡT 43 В $(82m^2)$ ΡT 42 (164m²) 326m<sup>2</sup> В DENOTES BALCONY THE BALCONIES ARE LIMITED TO XX ABOVE THE UPPER SURFACE OF THEIR TIMBER FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. ANY SERVICE LINES WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY. ALL COMMON SERVICE LINES ARE COMMON PROPERTY. AREA ARE APPROXIMATE ONLY. REGISTERED LGA: BALLINA IN DP1279269 (UN-REGISTERED) Locality: SKENNARS HEAD DP

Reduction Ratio: 1:200

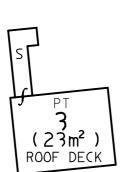
Lengths are in metres

PLAN FORM	2	(A2)
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15/12/2021

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

## ROOF FLOOR PLAN



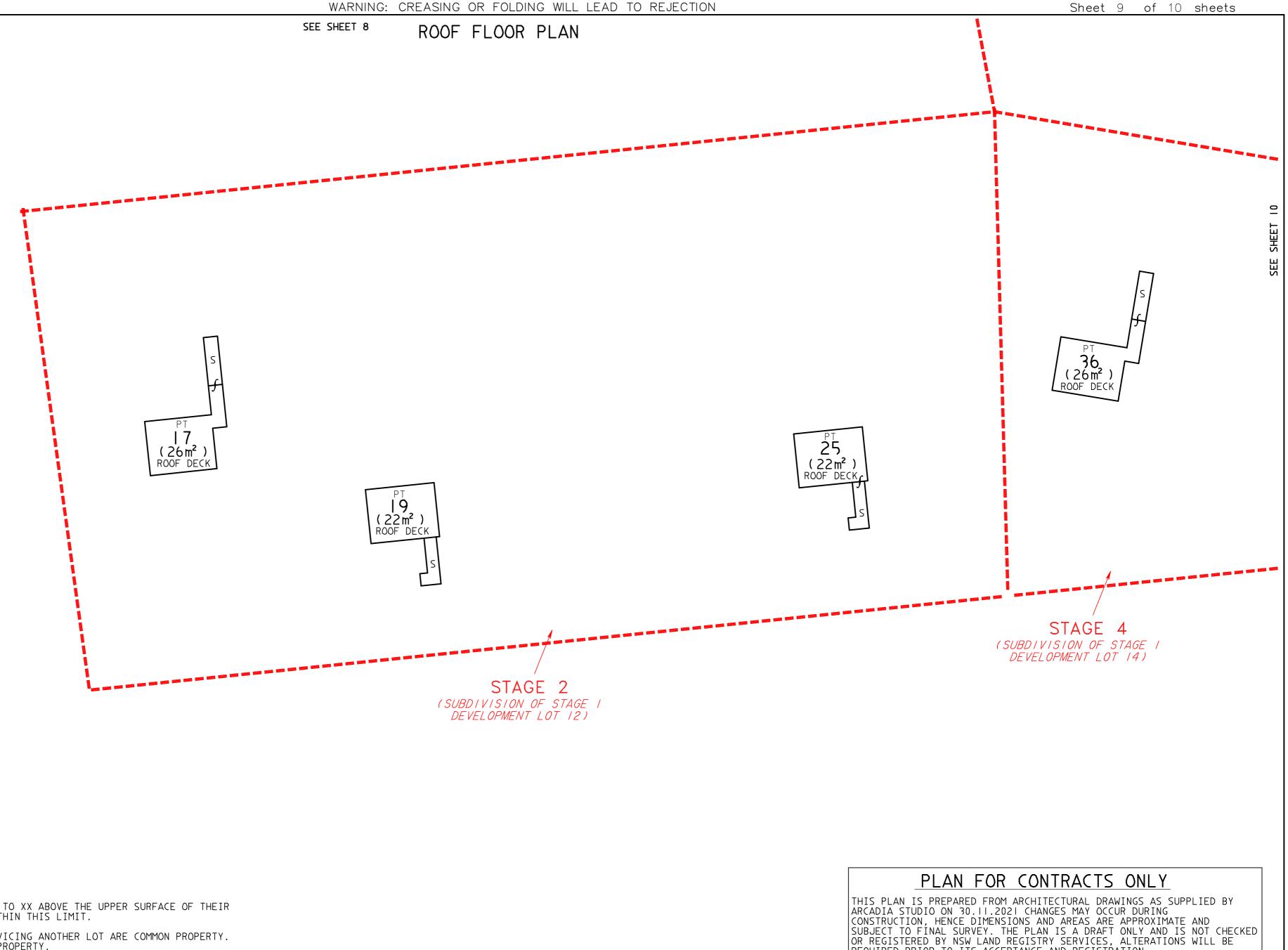


STAGE 2 S DENOTES STAIRS THE ROOF DECK AND STAIRS ARE LIMITED TO XX ABOVE THE UPPER SURFACE OF UPPER IN SION OF STAGE / TIMBER FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT. ANY SERVICE LINES WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY. ALL COMMON SERVICE LINES ARE COMMON PROPERTY. -----AREA ARE APPROXIMATE ONLY. PRELIMINARY SURVEYOR PLAN OF SUBDIVISION OF LOT 443 Name: B&P SURVEYS ONLY

Date: XX/X/XXXX

Reference: M31890/24471D

# ΡT (22m<sup>2</sup>) ROOF DECK 29 (23m<sup>2</sup>) ROOF DECK 0 SHEET SEE PLAN FOR CONTRACTS ONLY THIS PLAN IS PREPARED FROM ARCHITECTURAL DRAWINGS AS SUPPLIED BY ARCADIA STUDIO ON 30.11.2021 CHANGES MAY OCCUR DURING CONSTRUCTION, HENCE DIMENSIONS AND AREAS ARE APPROXIMATE AND SUBJECT TO FINAL SURVEY. THE PLAN IS A DRAFT ONLY AND IS NOT CHECKED OR REGISTERED BY NSW LAND REGISTRY SERVICES, ALTERATIONS WILL BE REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION. SEE SHEET 9 LGA: BALLINA REGISTERED IN DP1279269 (UN-REGISTERED) Locality: SKENNARS HEAD DP Reduction Ratio: 1:200 Lengths are in metres



S DENOTES STAIRS

THE ROOF DECK AND STAIRS ARE LIMITED TO XX ABOVE THE UPPER SURFACE OF THEIR TIMBER FLOOR EXCEPT WHERE COVERED WITHIN THIS LIMIT.

ANY SERVICE LINES WITHIN ONE LOT SERVICING ANOTHER LOT ARE COMMON PROPERTY. ALL COMMON SERVICE LINES ARE COMMON PROPERTY.

AREA ARE APPROXIMATE ONLY.

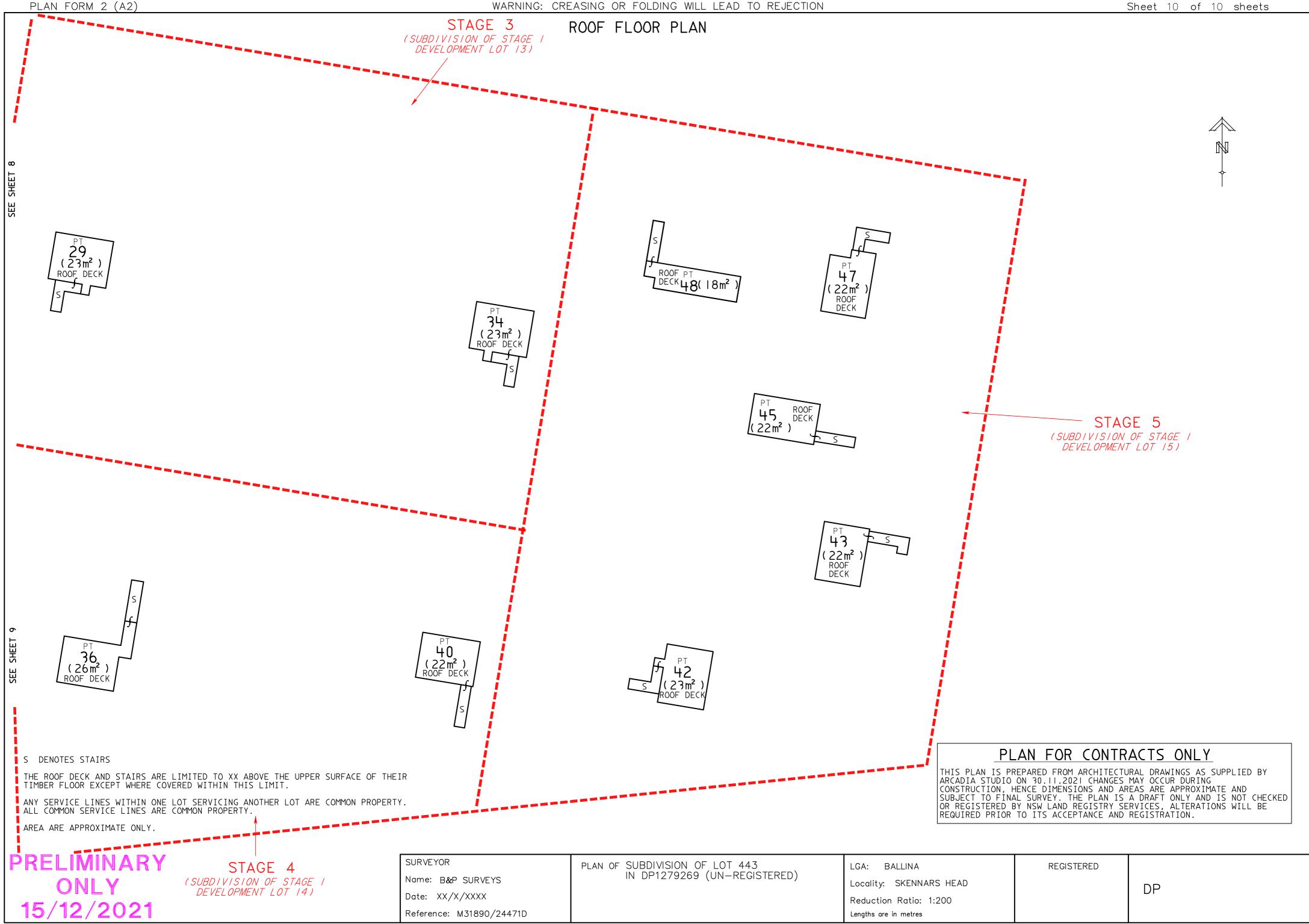
PRELIMINARY ONLY 15/12/2021

SURVEYOR PLAN OF SUBDIVISION OF L IN DP1279269 (UN Name: B&P SURVEYS Date: XX/X/XXXX Reference: M31890/24471D

.OT 443 N-REGISTERED)	LGA: BALLINA	REGISTERED	
N-REGISIERED)	Locality: SKENNARS HEAD		DP
	Reduction Ratio: 1:200		

Lengths are in metres

REQUIRED PRIOR TO ITS ACCEPTANCE AND REGISTRATION.



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

(Sheet 1 of 6 sheets)

Plan of Subdivision of Lot 443 in Deposited Plan 1279269 covered by Strata Certificate:

No..... dated .....

Intrapac Skennars Head Pty Ltd (ACN 609 488 780) 2/79 West Burleigh Road BURLEIGH HEADS QLD 4220

## PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	RESTRICTION ON THE USE OF	Lots 1 to 11	Common Property and
	LAND, DESIGNATED (#)	inclusive	Lots 1 to 15 inclusive

Plan:

Full name and

address of the

owner of the

land:

(Sheet 2 of 6 sheets)

Plan of Subdivision of Lot 443 in Deposited Plan 1279269 covered by Strata Certificate:

No..... dated.....

## PART 2 (Terms)

## 1 DEFINITIONS AND INTERPRETATION

## 1.1 **Definitions**

In this instrument, unless the context clearly indicates otherwise:

- (a) **Approval** means any permit, approval, authority for consent or licence;
- (b) **Authority** means a governmental or semi-governmental administrative, fiscal or judicial department or entity and a statutory agency or authority;
- (C) **Burdened Lot** means a lot burdened by a restrictive covenant, positive covenant or easement and includes each and every part of such a lot;
- (d) **Benefited Lot** means a lot benefited by a restrictive covenant or easement and includes each and every part of such a lot;
- (e) **By-law Instrument** means an instrument setting out the terms of by-laws for the strata scheme that is registered with the Plan;
- (f) **Common Property** means the common property of the strata scheme constituted on registration of the Plan;
- (g) **Design Assessment Penal** means the design assessment panel referred to in the Design Guidelines;
- (h) Design Guidelines means the design guidelines titled 'Architectural Standards incorporating Environmental Principles Stage 1A to 1E, December 2021' or any other design guidelines that are referred to in the By-law Instrument;
- (i) **Owner** means:
  - (i) a person registered or entitled to be registered as proprietor;
  - (ii) a mortgagee in possession; or
  - (iii) a covenant chargee in possession; and
- (j) **Plan** shall mean the strata plan to which this instrument relates.

## Authorised Person

Plan:

(Sheet 3 of 6 sheets)

Plan:

Plan of Subdivision of Lot 443 in Deposited Plan 1279269 covered by Strata Certificate:

No..... dated.....

## 1.2 References to certain terms

In this instrument unless the context indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) including is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including 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 2 or more of them collectively and to each of them individually;
- (f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;
- where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- (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;
- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (o) the singular includes the plural and vice-versa;

Authorised Person

(Sheet 4 of 6 sheets)

Plan:

Plan of Subdivision of Lot 443 in Deposited Plan 1279269 covered by Strata Certificate:

No..... dated.....

- (p) words importing one gender include all other genders; and
- (q) a reference to a Burdened Lot or a Benefited Lot includes, where the context permits, any improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

## 2 Terms of RESTRICTION ON THE USE OF LAND, DESIGNATED (#) numbered 1 in the Plan:

- 2.1 The Owner of a Burdened Lot must not:
  - (a) construct or erect any dwelling, garage or other building structure;
  - (b) alter or decorate the roof, façade or external walls of building; or
  - (c) carry out landscaping works,

on any part of the Burdened Lot or Common Property, unless:

- (d) the proposed works comply with the Design Guidelines; and
- (e) if required under the Designed Guidelines, the proposed works are approved by the Design Assessment Penal before applying for any Approval from an Authority to undertaken the proposed works and before commencing the proposed works.

## Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND, DESIGNATED (#) numbered 1 in the Plan:

Ballina Shire Council

Authorised Person

(Sheet 5 of 6 sheets)

Plan of Subdivision of Lot 443 in Deposited Plan 1279269 covered by Strata Certificate:

No..... dated.....

<b>EXECUTED</b> by <b>INTRAPAC SKENNARS HEAD</b> <b>PTY LTD (ACN 609 488 780)</b> by its duly appointed attorney under Power of Attorney Book No in the presence of:	) ) ) )
Signature of Witness	Signature of Attorney
Name of Witness	Name & Title of Attorney
Address & Occupation of Witness	

Authorised Person

Plan:

(Sheet 6 of 6 sheets)

Plan of Subdivision of Lot 443 in Deposited Plan 1279269 covered by Strata Certificate:

No..... dated.....

<b>EXECUTED</b> by <b>AUSTRALIA AND NEW</b> <b>ZEALAND BANKING GROUP LIMITED</b> by its duly appointed attorney under Power of Attorney Book No in the presence of:	) ) )	
Signature of Witness		Signature of Attorney
Name of Witness		Name & Title of Attorney
Address & Occupation of Witness		

Authorised Person

Plan:

Approved Form 7	Strata Plan By-laws		Sheet 1 of 37 sheet(s)
Registered:	Office Use Only		Office Use Only

## **BY-LAWS**

## Instrument setting out the terms of by-laws to be created upon registration of the Strata Plan

## **SECTION 1 - INTRODUCTION**

## 1 COMMON PROPERTY MEMORANDUM

- (a) The provisions of registered memorandum AG520000 are incorporated into this instrument, subject to the amending clause 2.9 of memorandum AG520000 as follows:
  - (A) at sub point a., including the words "provided that such a replacement was installed by the OC rather than the Owner" after the words "subsequent replacement"; and
  - (B) at sub point c., deleting the words "after adoption by the OC of this memorandum" and inserting in its place the words "after registration of the strata plan".
- (b) If the registered memorandum referred to in **By-law 1(a)** is inconsistent wit:
  - (i) any other by-law or any part of a by-law in this instrument, that bylaw or part of a by-law prevails to the extent of any such inconsistency; or
  - (ii) a notation on the strata plan or any subsequent strata plan of subdivision, then the strata plan or any subsequent strata plan of subdivision prevails to the extent of any such inconsistency.

## 2 CONSENT

## 2.1 Consent of Owners Corporation

Where a By-law or the Management Act requires the consent of the Owners Corporation to a particular activity, unless stated otherwise in that By-laws or unless the activity is a Restricted Matter, the consent may be given by either:

(a) the Owners Corporation in general meeting; or

Approved Form 7	Strat	a Plan By-laws	Sheet 2 sheet(s)	of 37
Registered:	Office Use Only			Office Use Only

(b) the Strata Committee at a duly convened meeting of the Strata Committee.

## 2.2 Consent of Owners Corporation may be revoked or withheld

Consent given by the Owners Corporation under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) may be granted or withheld in the absolute discretion of the Owners Corporation or be given conditionally.

## 2.3 Consent by Strata Committee may be revoked or withheld

Consent given by the Strata Committee under a by-law:

- (a) if practicable, may be revoked by the Owners Corporation in general meeting; and
- (b) may be granted or withheld in the absolute discretion of the Strata Committee or be given conditionally.

## 2.4 Consent conditions

Owners and Occupiers must comply with any condition in a consent

## 3 **REPORTING**

## 3.1 Obligation on Owners and Occupiers

Where a By-law requires an act or activity to be reported to the Owners Corporation, unless stated otherwise in the by-law:

- (a) if the Owners Corporation has appointed a Building Manager, that act or activity must be reported to the Building Manager; and
- (b) if the Owners Corporation has not appointed a Building Manager, that act or activity must be reported to the Managing Agent, or if a Managing Agent has not been appointed, to a member of the Strata Committee.

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Registered:	Office Use Only		Office Use Only

# 4 SERVICE OF DOCUMENTS BY EMAIL

A document may be served on an Owner or Occupier by email if:

- (a) the Owner or Occupier has given the Owners Corporation an email address for the service of documents;
- (b) the document is sent by email to that email address; and
- (c) the sending party's electronic equipment:
  - (i) reports that the email has been sent; and
  - (ii) does not report receipt of a failure notice.

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Registered:	Office Use Only		Office Use Only

# SECTION 2 - COMMON PROPERTY

# 5 USE OF COMMON PROPERTY – GENERAL

- (a) An Owner or Occupier must not obstruct the lawful use or enjoyment of the Common Property by any other person entitled to use the Common Property, or use the Common Property, or allow the Common Property to be used by any other person in such a manner as to unreasonably interfere with the quiet enjoyment of any person entitled to use the Common Property.
- (b) An Owner or Occupier must not, without the written approval of the Owners Corporation, use for his or her own purpose as a garden any portion of the Common Property.
- (c) An approval under **By-law 5(b)** may state a period for which the approval is granted.
- (d) An Owner or Occupier must not use the Common Property, car park or courtyards to roller skate, roller blade or skate board.
- (e) An Owner and Occupier must not use the Common Property for the making of any public announcement.
- (f) An Owner or Occupier must not use the Common Property, car park or driveway as a play area for children.
- (g) An Owner or Occupier must always follow the direction of the Owners Corporation when using any Common Property. This includes all directions which are sign posted in or around the Common Property.

#### 6 HEALTH, SAFETY AND SECURITY

(a) An Owner or Occupier must not use a Lot or the Common Property, or permit a Lot or the Common Property to be used, or do anything, so as to cause a hazard to the health, safety and/or security of any other Owner, Occupier, or user of another Lot or any person who enters upon the Common Property.

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Registered:	Office Use Only		Ofi	fice Use Only

- (b) The Owners Corporation may take whatever reasonable measures are necessary to ensure the health, safety and/or security of Owners and Occupiers and all persons who are entitled to use the Common Property is not compromised.
- (c) An Owner or Occupier must abide by decisions and/or directions made by the Owners Corporation to ensure that the health, safety and/or security of all persons entitled to use the Common Property is not compromised.
- (d) An Owner or Occupier must ensure compliance with all statutory requirements with respect to their Lot, including any rules and directions and decisions of the Owners Corporation relating to fire safety with respect to the Lot and the Common Property.
- (e) If an Owner or Occupier fails to comply with **By-law 6(c)** and/or **6(d)** the Owners Corporation is entitled to take such actions as is required to remedy the breach and shall be entitled to recover the costs of doing so from the Owner or Occupier.
- (f) An Owner or Occupier must not use or interfere or tamper with any fire safety equipment except in the case of emergency.
- (g) An Owner or Occupier must ensure that all smoke detectors installed are regularly maintained and tested and batteries are replaced regularly.
- (h) An Owner or Occupier must not permit oil leakages from any motor vehicle, trailer or motor cycle which is owned by them or under their control, onto the Common Property or to allow such leakages within a Lot to be seen from the Common Property and/or to spread to another Lot or the Common Property or street (e.g by pedestrian or vehicular traffic).
- (i) In the event By-law 6(h) is breached causing damage to or the dirtying of Common Property the Owners Corporation may clean the leaked substance from the Common Property and from the Lot from which the substance leaked and recover the costs of doing so from Owner or Occupier that caused the leakage onto Common Property but after giving 7 days' notice only to be rectified.

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# 7 SAFETY OF CHILDREN, INCLUDING THEIR EXCLUSION FROM AREAS THAT MAY BE UNSAFE FOR THEM OR RESTRICTING ACTIVITIES THAT MAY BE UNSAFE.

An Owner or Occupier must not permit any child under the age of 14 years, and over whom the Owner or Occupier has control, to remain unaccompanied (by a responsible adult) on Common Property where there is a hazard or possible danger.

# 8 STORAGE AND USE OF FLAMMABLE LIQUIDS AND DANGEROUS SUBSTANCES AND MATERIALS

- (a) Except with the approval in writing of the Owners Corporation, an Owner or Occupier must not use or store on the Lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.
- (b) This **By-law 8** does not apply to:
  - (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (ii) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

# 9 WASTE DISPOSAL

An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots.

#### 10 ANIMALS

- (a) An Owner or Occupier must not permit any animal:
  - (i) to enter upon the Common Property unless that animal is on a leash; or
  - (ii) to defecate or urinate on Common Property at any time; or
  - (iii) cause damage to Common Property.

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Registered:	Office Use Only			Office Use Only

- (b) If the Owners Corporation has resolved that an animal is a nuisance or is a danger to persons who have a right to use the Common Property, or is causing damage to the Common Property, it must give reasonable notice of the resolution to the Owner or Occupier who is keeping the animal.
- An Owner or Occupier who is keeping an animal that is the subject of a notice under By-law 10(b) must remove the animal immediately from the Common Property after having been given written notice of such resolution.
- (d) By-law 10(c) does not apply to an animal which assists a person with an impairment or disability in relation to nuisance and damage, however the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the reoccurrence of the nuisance and/or damage.

#### 11 DAMAGE TO COMMON PROPERTY

- (a) An Owner or Occupier must not damage, mark, paint or alter the Common Property without the prior written approval of the Owners Corporation.
- (b) An Owner or Occupier must not damage or alter a structure that forms part of the Common Property without the prior written approval of the Owners Corporation.
- (c) An approval under **By-law 11(a)** and **11(b)** may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.
- (d) An Owner or Occupier must notify the Owners Corporation as soon as possible after becoming aware of any damage to the Common Property.

# 12 DEPOSIT OF RUBBISH AND OTHER MATERIAL ON COMMON PROPERTY

- (a) An Owner or Occupier must ensure that their bin/s is placed out for collection within 24 hours of the Council advised collection time and ensure that the bin/s are retrieved on the same day the bin/s are emptied.
- (b) An Owner or Occupier must ensure that their bin/s and specific items of waste are placed out for collection in one of the points of collection as identified by the Owners Corporation.

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Registered:	Office Use Only		Office Us	e Only

- (c) Apart from the purposes of complying with **By-law 12(a)** and **12(b)** no rubbish or waste shall be placed on Common Property without the written approval of the Owners Corporation.
- (d) No hard rubbish is to be left on the Common Property and any Owner or Occupier found to be dumping hard rubbish will be directed to remove it or the Owners Corporation will cause it to be removed and charge the Owner or Occupier responsible for the dumping of the rubbish.
- (e) No rubbish or waste shall be placed on Common Property without the written approval of the Owners Corporation.
- (f) An Owner or Occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies. Any damage or cost for cleaning or repair caused by breach of this rule shall be borne by the Owner or Occupier concerned.
- (g) An Owner or Occupier who is found responsible dumping general waste and/or recycling items on Common Property will be charged for the cost of cleaning undertaken.

# 13 FENCING FACING COMMON PROPERTY, STREET OR RESERVE

- If there is a restriction on the Strata Plan or the folio identifier of a Lot or planning permit which regulates the fencing on a boundary between Common Property and a Lot, and an Owner or Occupier erects fence which does not comply with that restriction, then the Owners Corporation may:
  - (i) remove the fence and replace it with a fence which does comply with the restrictions, or;
  - take any other action to enable the fence to comply with the restriction, and the cost of doing so shall be recoverable from the Owner or Occupier. This rule will apply even if the Owners Corporation does not have the benefit of the restriction under the Strata Plan.

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Registered:	Office Use Only		Off	ice Use Only

# 14 VEHICLES AND PARKING ON COMMON PROPERTY

- (a) An Owner or Occupier must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:
  - (i) on the Common Property so as to obstruct a driveway, entrance or exit to a Lot; or
  - (ii) on the driveway of any Lot if the vehicle overhangs the Lot.
- (b) An Owner or Occupier must not use the Common Property for storage of any goods, materials or equipment unless approved by the Owners Corporation.
- (c) An Owner or Occupier must not park or store any vehicle with a carrying capacity of one tonne or more or any boat, caravan or trailer on Common Property unless the prior approval in writing by the Owners Corporation is obtained.
- (d) An Owner or Occupier must not store unregistered or damaged vehicles on Common Property, any parking space and/or driveway.
- (e) An Owner or Occupier must not drive any motor vehicle, and must not allow any vehicle to be driven in any direction other than as specified by signage or at any speed higher than indicated on any signage or as otherwise directed by the Owners Corporation.
- (f) The Owners Corporation and/or Strata Committee may change the speed limits from time to time to meet the changing need of Owners and Occupiers.

#### 15 VISITOR CAR SPACES

#### 15.1 Obligation on Owners and Occupiers

Owners and Occupiers:

(a) must not park or stand any Vehicle in a Visitor Car Space;

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Registered:	Office Use Only		Office Use Only

- (b) must not permit any other person to park or stand a Vehicle in a Visitor Car Space unless that person is a genuine visitor of that Owner or Occupier (and is not a person who stays in that Owner's or Occupier's Lot for more than 2 consecutive nights at any one time);
- (c) must not permit any contractor or employee of the Owner or Occupier to park or stand a Vehicle in a Visitor Car Space;
- (d) must comply with all Rules and Codes relating to the use of Visitor Car Spaces;
- must comply with the directions of the Owners Corporation and the Building Manager in connection with access to and use of the Visitor Car Spaces; and
- (f) must ensure their visitors comply with the directions of the Owners
   Corporation and the Building Manager in connection with access to and use of the Visitor Car Space.

#### 16 CHANGES TO COMMON PROPERTY

- (a) An Owner or person authorised by an Owner may install, without the consent of the Owners Corporation:
  - (i) any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot, or
  - (ii) any screen or other device to prevent entry of animals or insects on the lot, or
  - (iii) any structure or device to prevent harm to children.
- (b) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.
- (c) **By-law 16(a)** does not apply to the installation of any thing that is likely to affect the operation of fire safety devices in the lot or to reduce the level of safety in the Lots or Common Property.

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Registered:	Office Use Only		Office Use Only

- (d) The Owner must:
  - maintain and keep in a state of good and serviceable repair any installation or structure referred to in **By-law 16(a)** that forms part of the Common Property and that services their Lot, and
  - (ii) repair any damage caused to any part of the Common Property by the installation or removal of any locking or safety device, screen, other device or structure referred to in **By-law 16(a)** that forms part of the Common Property and that services their Lot.

#### 17 OBSTRUCTION OF COMMON PROPERTY

An Owner or Occupier must not obstruct lawful use of Common Property by any person except on a temporary and non-recurring basis, subject to approval by the Owners Corporation.

# 18 BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES

- **18.1** An Owner or Occupier, or any invitee of an Owner or Occupier, when on Common Property must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using Common Property.
- **18.2** Owners and Occupiers must not do anything to prevent, hinder or delay a Benefited Party from carrying out its rights under an Easement.
- **18.3** Owners and Occupiers must inform the Owners Corporation of any noticeable defect they notice in the Common Property or personal property owned by the Owners Corporation.
- **18.4** Notwithstanding section 106 of the Management Act, Owners and Occupiers must maintain and keep in a state of good repair or otherwise as reasonably required by the Owners Corporation, any installation that services their Lot to which the consent of the Owners Corporation has been given under the By-law.

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# **SECTION 3 - USE OF LOTS**

#### 19 CHANGE OF USE OF LOTS

(a) An Owner or Occupier must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the Lot in a way that will affect the insurance premiums for the Owners Corporation or which would constitute a breach of any permit or planning instrument.

#### Example

If the change of use results in a hazardous activity being carried out on a Lot or results in the Lot being used for commercial or industrial purposes rather than residential purposes.

(b) An Owner and Occupier must not use or permit a Lot to be used for any purpose which may be illegal, or may cause a nuisance or hazard to any other Owner or Occupier, or guests of such Owner or Occupier, or interfere with the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

# 20 EXTERNAL APPEARANCE OF LOTS – GENERAL

- (a) An Owner or Occupier must not in any way alter the external appearance of a Lot or any structure on a Lot including by any addition of any nature, change of colour, finish or decoration of any external wall or woodwork, without first obtaining the written approval and direction of the Owners Corporation and the Design Assessment Panel.
- (b) An Owner or Occupier must only install an antenna, satellite or similar on the roof of the dwelling and in a central position to prevent it being visible at street level from in front of the dwelling on a Lot.
- (c) An Owner or Occupier must not store, place or retain any personal contents, furniture or similar on a Lot that are visible from any street, the

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Common Property or abutting the Lot in a Garage or Garden Space forming part of the Lot or any terrace, patio or balcony.

- (d) An Owner and Occupier must not construct, erect or keep any shed, tree houses, kennels, bird cages or structures of any nature or description on any terrace, patio or balcony or any tanks, hot tubs, tree houses or other items on any Lot so as to be visible from any street, Common Property or abutting the Lot without first having obtained the written consent of the Owners Corporation and the relevant Authorities.
- (e) An Owner or Occupier must not hang or place or permit to be hung or place any garment or article of clothing sheet blanket or towel or other article on any Lot so as to be visible from any street, Common Property or abutting the Lot without first having obtained the written consent of the Owners Corporation other than areas provided by the Original Owner for the hanging of laundry.

#### 21 AWNINGS AND WINDOW FURNISHINGS

(a) An Owner or Occupier must not install any curtains, blinds or other window furnishings on the interior or exterior of any windows forming part of the Lot without first having obtained written approval to do so by the Owners Corporation and/or other than specified by the Owners Corporation Specification which is as follows:

> Owners Corporation Specification Colour: Q-Block White Coconut 002 Location: Interior Window Furnishings Type: Holland Block Out Blinds

#### 22 SIGNAGE

(a) An Owner or Occupier must not place on or in a Lot any signage or hoarding which can be seen from outside the Lot without the written approval of the Owners Corporation except where the sign is in respect of an 'Auction' or 'For Sale' and is no greater than 183cm by 120cm or where the sign is in respect to a 'For Lease' and is no greater than 60cm x 60cm.

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- (b) An Owner or Occupier must remove an 'Auction' or 'For Sale' sign within 6 weeks of it first being erected and a 'For Lease' sign within 8 weeks of it first being erected.
- (c) This rule does not apply to the Original Owner whilst it is owner of any Lots in the Strata Plan.

#### 23 WASTE

- (a) An Owner or Occupier must store their rubbish bins on their respective Lot out of sight from another Lot.
- (b) An Owner or Occupier must:
  - (i) place their vegetation waste in the an area of its lot designated for vegetation waste; and
  - (ii) ensure that the vegetation waste is either reused or if removed, by a licenced waste management facility.

#### 24 BACKYARD BURNING

An Owner or Occupier must not burn vegetation or other waste material within the backyard or any other place within its Lot.

#### 25 VEHICLES AND/OR MACHINERY

- (a) An Owner or Occupier must not park or store any vehicle with a carrying capacity of one tonne or more or any boat, caravan or trailer in such a way as to be visible from another Lot.
- (b) An Owner or Occupier must not store, and must not allow the storage of, any machinery whatsoever on the Lot which is visible from another Lot.
- (c) An Owner or Occupier must not work on any machinery whilst visible from another Lot.

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#### 26 CLOTHES LINES

An Owner or Occupier must not install a clothes line within any front courtyard area of its Lot unless the area is adequately screened so that the clothes line is not visible from outside of the Lot.

#### 27 MOSQUITO MANAGEMENT

- Each Owner and Occupier must ensure that all windows, external doors and other openings must be provided with effecting insect screening in accordance with the terms of the Ballina DCP 2012 Chapter 2 section 3.6 'Mosquito Management'.
- (b) Without limiting **By-law 27(a)**, each Owner and Occupier should ensure that water tanks constructed within the Lot are fitted with a 'first flush diversion' device which has been installed by a licensed plumber.

# 28 BEHAVIOUR OF OWNERS, OCCUPIERS AND INVITEES ON COMMON PROPERTY

An Owner or Occupier must not, and must take all reasonable steps to ensure that guests of the Owner or Occupier do not, behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use any other Lot.

#### 29 NOISE AND OTHER NUISANCE CONTROL

- (a) An Owner or Occupier must not make or permit to be made any noise from machinery which may be heard outside the Lot between the hours of 4pm and 8am.
- (b) An Owner or Occupier must not make or permit to be made any noise from music which may be heard outside the Lot between the hours of 10pm and 8am.
- An Owner or Occupier or a guest of an Owner or Occupier must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

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(d) **By-laws 29(a)** and **29(b)** do not apply to the making of a noise if the Owners Corporation has given prior written permission for the noise to be made.

# 30 ACCESS THROUGH LOTS

#### 30.1 Owners Corporation and Building Manager may have access

- (a) The Owners Corporation and the Building Manager, by each of their respective agents, employees and/or contractors and, with or without tools and materials may enter, have access to and go through a Lot or any part of a Lot for the purposes of:
  - carrying out work required to be carried out by the Owners Corporation in accordance with the requirements of the Management Act;
  - carrying out work required to be carried out by the OwnersCorporation by a notice served on it by any Authority;
  - (iii) carrying out work required to be carried out by the OwnersCorporation by an order under the Management Act;
  - (iv) carrying out work required to be carried out by the Owners
     Corporation in accordance with its rights and obligations in these
     By-laws;
  - (v) carrying out work to any drainage lines or drainage waste points located in a Storage Space;
  - (vi) carrying out work to the gardens in the Common Property; and
  - (vii) accessing anchor points attached to Common Property adjacent to or near the Lot.

#### **30.2** Obligation on Owners and Occupiers

 (a) Owners and Occupiers must permit the Owners Corporation and the Building Manager to temporarily store any necessary equipment or material

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on their Lot in order for the Owners Corporation and the Building Manager to undertake their respective functions in this **By-law 30**.

- (b) Owners and Occupiers must not obstruct or hinder the Owners Corporation or the Building Manager in the exercise of their respective functions in this By-law 30.
- (c) If access is required through a Garage then the Owner or Occupier must temporarily move any Vehicle from the Garage if requested to do so by the Owners Corporation or the Building Manager.

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# SECTION 4 - RIGHTS AND CONDUCT OF OWNERS CORPORATION

#### 31 RULES AND CODES

#### 31.1 Power of Owners Corporation to make Rules and Codes

The Owners Corporation may make Rules and Codes relating to matters associated with:

- (a) the use and management of the Strata Scheme;
- (b) the security and control of the Strata Scheme;
- (c) the manner of treating windows and glass doors of Lots (such as the type and colour of permitted window treatment);
- (d) the type of bars, screens (whether security screens or insect screens), grilles, locks or any other safety devices on the interior or exterior of windows or doors in Lots;
- (e) the appearance of Lots and Common Property;
- (f) the type of signs to be displayed on Common Property.
- (g) the taking of bonds or charging of applications fees, which must be for a reasonable amount, reasonably required by the Owners Corporation and permitted in this instrument; and
- (h) any other matter determined by the Owners Corporation.

#### 31.2 Amending or replacing Rules or Codes

- (a) The Owners Corporation may amend or replace any Rule or Code.
- (b) The Owners Corporation must display any new or amended Rule or Code on the notice board for the Strata Scheme for at least 7 days, or send a copy to each Owner.

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(c) An Owner must send a copy of any new Rule or Code to any Occupier of their Lot within 7 days of receiving a copy from the Owners Corporation.

#### 31.3 Owners and Occupiers bound

Owners and Occupiers are bound by the Rules and the Codes and must comply with them at all times.

#### 31.4 Breach

Breach of a Rule or Code by an Owner, Occupier or the Owners Corporation will be regarded as, and deemed to be, a breach of these By-laws.

#### 32 PROVISION OF AMENITIES OR SERVICES

#### 32.1 Owners Corporation may contract out

The Owners Corporation may resolve to enter into arrangements for the provision of amenities or services to one or more of the Lots, or to the Owners or Occupiers of one or more of the Lots including (this list is not exhaustive):

- (a) window cleaning;
- (b) garbage disposal and recycling services;
- (c) electricity, water or gas supply; and
- (d) telecommunication services (for example, cable television).

#### 32.2 Services fee

If the Owners Corporation makes a resolution referred to in **By-law 32.1** to provide an amenity or service to a Lot or to the Owner or Occupier, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service.

#### **32.3** Pollution of the water supply or stormwater system

An Owner or Occupier must not do anything to pollute the water supply, stormwater system or wastewater treatment system servicing one or more of the Lots or

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Common Property, including anything in breach of an arrangement referred to in **Bylaw 32.1** or the *Protection of the Environment Operations Act 1997* (NSW).

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# SECTION 5 - RIGHTS AND CONDUCT OF OWNERS AND OCCUPIERS

# 33 COMPLAINTS, APPLICATIONS & BREACH

#### 33.1 Complaints and applications to be in writing

- (a) Any complaint or application to the Owners Corporation or the Strata Committee by an Owner or Occupier must be addressed in writing to the party nominated from time to time by the Owners Corporation to accept that complaint or application.
- (b) If the Owners Corporation has not made a nomination, then complaints and applications must be addressed to the Managing Agent, or if the Owners Corporation has not appointed a Managing Agent, to the Strata Committee.

#### 33.2 Remedy against an Owner or Occupier

- (a) The Owners Corporation may do anything on a Lot or in connection with a Lot which should have been done by an Owner or Occupier under the Bylaws or under any Rules made by the Owners Corporation but which has not been done, or has not been done properly.
- (b) If an Owner or Occupier is in breach of the By-laws or any applicable Rules, the Owners Corporation may give a notice of the breach to the Owner or Occupier.
- (c) The notice of breach must:
  - (i) specify the nature of the breach;
  - (ii) set out the provisions in the Management Act, the By-laws or any applicable Rules upon which the Owners Corporation relies;
  - (iii) provide a reasonable period, having regard to the nature of the breach, for the Owner or Occupier, to remedy the breach; and
  - (iv) specify when it proposes to do the thing it is entitled to do under By-law 33.2(d), including entering their Lot.
- (d) If a notice of breach has been served, the Owners Corporation may require the Owner or Occupier the subject of the notice to reimburse the Owners

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Corporation for the associated costs of issuing the notice of breach, including by charging to the strata ledger for the relevant Owner.

- (e) If a notice of breach has been served and the Owner or Occupier has failed to remedy the breach in accordance with the requirements of the notice, then the Owners Corporation is entitled to:
  - (i) enter and remain on the Lot for as long as it is necessary;
  - (ii) carry out works; and
  - (iii) recover any costs under the By-laws from the Owner or Occupier, including by charging to the strata ledger for the relevant Owner.
- (f) The Owners Corporation may recover any monies owing to it under these By-laws as a debt in any competent court of jurisdiction.
- (g) During the period an amount payable under this **By-law 33** remains unpaid, interest on that unpaid amount is payable to the Owners Corporation, such interest to be payable on demand and calculated on daily balances at the rate equal to 2% per annum above the rate quoted from time to time by the Owners Corporation's principal bankers on overdraft accommodation in excess of \$100,000.00.

#### 34 LEASE OR LICENCE OF LOTS

#### 34.1 General

This **By-law 34** applies to Lots that are leased or licensed or otherwise occupied by a party other than the Owner.

#### 34.2 Obligations of Owners

- (a) If an Owner has leased or licensed that Lot, the Owner must:
  - ensure the Occupiers of the Lot have a copy of the most recent version of the By-laws and of any Rule or Code (including any amendments or changes from time to time);
  - (ii) ensure the Occupiers comply with the By-laws and any Rule or Code;

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- (iii) act promptly to comply with any reasonable notice the Owner may receive from the Owners Corporation, the Strata Committee, the Managing Agent, the Building Manager (if any) about the Occupiers;
- take all action available to ensure the Occupiers comply with all By-laws, Rules and Codes or any reasonable notice the Owner receives from the Owners Corporation;
- (v) no later than 7 days after the commencing date of any rental agreement, provide to the Owners Corporation and the Building Manager (if any) a copy of the rental agreement together with contact details of the Occupier and the managing agent; and
- (vi) ensure the Occupier gives to the Owners Corporation or the Building Manager (if any) a photo identification of the Occupier no later than 7 days after the commencing date of the rental agreement.
- (b) If an Owner intends showing a Lot or permitting another person to show a Lot to a prospective Occupier before 9.00 am in the morning or after 9.00 pm in evening, then for the proper safety and security of the Strata Scheme the Owner must notify the Owners Corporation and Building Manager (if any) of these times.

# 34.3 Obligations of Occupiers

If an Owner has leased or licensed that Lot, the Occupier:

- (a) must comply with the By-laws and any Rule or Code;
- (b) must promptly comply with any notice it receives from the Owners Corporation, the Strata Committee, the Managing Agent, the Building Manager (if any);
- (c) when requested to do so, must promptly give the Owners Corporation and the Building Manager the Occupier's contact details; and
- (d) when requested to do so, must promptly give the Owners Corporation and the Building Manager the Occupier's photo identification.

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# 35 COMPENSATION TO OWNERS CORPORATION

#### 35.1 Damage

Owners and Occupiers must compensate the Owners Corporation for any damage to the Common Property or personal property vested in the Owners Corporation caused by them or any of their invitees.

#### 35.2 Costs

Owners and Occupiers must reimburse the Owners Corporation for any costs incurred by the Owners Corporation as a result of breach of the By-laws by them or any one under their control and the Owners Corporation may require reimbursement by way of charging to the strata ledger for the relevant Owner or any other means.

#### 36 REIMBURSEMENT OF OWNERS CORPORATION

- (a) If any part of the Common Property, or any personal property of the Owners Corporation, is damaged by the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, the Owners Corporation may, subject to the Management Act, recover from the Owner or Occupier, as applicable, as a debt due and payable to the Owners Corporation, the costs reasonably incurred by the Owners Corporation in rectifying the damage.
- (b) If as a result of the action or inaction of an Owner or Occupier, or any invitee of that Owner or Occupier, any:
  - (i) emergency service agency (such as the fire brigade); or
  - (ii) service provider,

is required to and attends the Strata Scheme and, as a result of that attendance, a charge is imposed on, or any costs incurred by, the Owners Corporation, the Owners Corporation may recover the amount of that charge or those costs, as applicable, from the relevant Owner or Occupier as a debt due and payable to the Owners Corporation.

(c) If the costs incurred by, or the charges imposed on, the Owners
 Corporation, as described in this **By-law 36**, are not reimbursed in full to

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the Owners Corporation within one month after the date on which notice of those costs or charges has been given to the relevant Owner or Occupier, the Owner or Occupier, as applicable, will be liable for and must pay interest on the applicable costs or charges (or so much of them that remain unpaid) at the Interest Rate until the costs or charges are reimbursed in full.

 If any costs, charges or interest referred to in this **By-law 36** remain unpaid, the Owners Corporation may include reference to that debt on notices issued in respect of the Lot under section 184 of the Management Act.

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# **SECTION 6 – BUILDING WORKS**

# 37 DESIGN CONSTRUCTION AND LANDSCAPING

#### 37.1 Building Works

An Owner or Occupier must not undertake any building works within or about or relating to the Lot which shall affect Common Property, services within Common Property and/or other Lots unless the Owner or Occupier:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Owner or Occupier which affect the external appearance of the dwellings and improvements, or any of the Common Property or which affects the structure of the buildings or services or the fire or acoustic ratings of any component of the buildings;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic of the Buildings and do not endanger the Common Property and are compatible with the overall services to the buildings, the Common Property and the other Lots;
- (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) are met by the Owner or Occupier and such approval shall not be effective until such costs have been paid;
- (d) pays such reasonable costs to the Owners Corporation; and
- has obtained all requisite permits, approvals and consents under all relevant laws and from the Design Assessment Panel (refer **By-law 37.3**) and copies have been given to the Owners Corporation.

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# 37.2 Obligations in relation to carrying out works

- (a) Works must be completed strictly in accordance with those permits, approvals and consents and any conditions contained within them.
- (b) An Owner or Occupier must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Lot Owners and Occupiers.
- (c) An Owner or Occupier must ensure that the Owner or Occupier and their servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the use of Common Property, and hours of work, the minimisation of damage to the Common Property and the services contained within the Common Property.
- (d) Before any of the Owner or Occupier's works commence the Owner or Occupier must:
  - cause to be effected and maintained during the period of the building works a contractor's all risk insurance (including public liability) policy to the satisfaction of the Owners Corporation; and
  - (ii) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- (e) Access shall not be available to other Lots or Common Property for the installation and maintenance of services and associated building works without the prior written consent or licence of the Owner of the relevant Lot or of the Owners Corporation in the case of Common Property.
- (f) An Owner or Occupier must ensure that the Owner or Occupier and their servants, agents and contractors undertaking such works must provide protection to Common Property at all times.
- (g) An Owner or Occupier of shall immediately make good all damage to the Common Property, the services, or any fixtures fittings or finishes of or in the Common Property which are caused by such works and if the Owner or Occupier fails to immediately do so the Owners Corporation may in its

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absolute discretion make good the damage and dirtying and in that event the Owner or Occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

#### 37.3 Design Assessment Panel and Design Guidelines

An Owner or Occupier must with respect to any works regarding any proposed changes to a Lot or Common Property:

- (a) during the Development Period, comply with the Design Guidelines; and
- (b) comply with the restrictions set out in the folio identifier for their Lot.

#### 37.4 Rooftop Terraces

An Owner or Occupier must not erect any structure on its roof deck without prior approval from Council.

#### 37.5 Variation of By-law 37.3

**By-law 37.3** cannot be amended, changed or repealed during the Development Period without the consent of the Original Owner whose consent can be withheld in its absolute discretion.

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#### SECTION 7 DICTIONARY AND INTERPRETATION

#### 38 DICTIONARY

#### 38.1 Meaning of terms

In these By-laws, these terms (in any form) mean:

**Authority** means any Governmental Agency or any statutory, public or other authority having jurisdiction over the Strata Scheme.

**Benefited Party** means any person or body corporate having the benefit of an Easement.

**Building Manager** means the person, if any, appointed by the Owners Corporation pursuant to the Building Management Agreement.

**Building Manager Agreement** means an agreement for the purposes of section 67 of the Management Act.

**Building Services** means services in connection with the maintenance and repair of the Common Property, cleaning services in connection with the Common Property, waste/garbage management services in connection with the Parcel and landscaping services to the Owners Corporation.

By-laws mean the by-laws in place from time to time for the Strata Scheme.

**Code** means a code made by the Owners Corporation in accordance with **by-law 31.1** (as it may be amended or changed).

Common Property means the common property of the Strata Scheme.

Council means the council in whose municipality the Strata Scheme is situated.

**Design Assessment Panel** means a committee comprising the Original Owner's architect and other persons appointed from time to time by the Original Owner to review and determine matters relating to the approvals for works and matters from time to time relating to the Design Guidelines.

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**Design Guidelines** means the design guidelines titled 'Architectural Standards incorporating Environmental Principles Stage 1A to 1E, December 2021' a copy of which is contained at registered Memorandum #####.

# [Note: It is intended that the Design Guidelines will be registered as a separate Memorandum.]

Development Act means the Strata Schemes Development Act 2015 (NSW).

**Development Period** means the period commencing on the date of registration of the Strata Plan and ending on the date that is 10 years after the registration of the Strata Plan;

**Easement** means any easement, positive covenant or restrictive covenant burdening or benefiting the Common Property.

Garage means those parts of a Lot designated "G" on the Strata Plan.

Garden Space means those part of a Lot designated "GS" on the Strata Plan.

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or By-law, present or future, and whether state, federal or otherwise.

Legislation means the Management Act and the Development Act.

**Lot** means a lot in the Strata Plan and otherwise has the meaning given to it by the Development Act.

**Maintain** includes to maintain in good condition, repair as necessary and replace as necessary, such as when an item reaches the end of its natural life or it is no longer economic to repair; and **Maintenance**, **Maintained** and **Maintaining** have a corresponding meaning.

Management Act means the Strata Schemes Management Act 2015 (NSW).

**Managing Agent** means the person appointed by the Owners Corporation as its strata managing agent under section 49 of the Management Act.

Occupier means:

(a) a lessee;

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- (b) a licensee; or
- (c) either a person, not being an Owner, lessee or licensee that is in lawful occupation,

of a Lot, including a person occupying a Lot under a Short-term Rental Accommodation Arrangement.

**Original Owner** means the registered proprietors of the Lots at the time of registration of the Strata Plan, being Intrapac Skennars Head Pty Ltd (ACN 609 488 780).

Owner means:

- (d) a person registered or entitled to be registered as proprietor, or
- (e) a mortgagee in possession;
- (f) a covenant charge in possession,

of a Lot.

**Owners Corporation** means the owners corporation constituted on registration of the Strata Plan.

**Parcel** means the land comprising the Lots and Common Property the subject of the Strata Scheme.

Restricted Matter means a matter or class of matter:

- (g) which in accordance with the Legislation may only be determined by the Owners Corporation in general meeting; or
- (h) which has been determined by the Owners Corporation in general meeting as being a matter or class of matter which may only be determined by the Owners Corporation in general meeting.

**Rules** mean the rules made by the Owners Corporation in accordance with **by-law 31.1** (as they may be amended or changed).

Secretary means the secretary appointed by the Owners Corporation.

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**Short-term Rental Accommodation Arrangement** has the meaning given to it in section 54A of the *Fair Trading Act 1987* (NSW).

**Strata Committee** means the strata committee appointed by the Owners Corporation.

Strata Parcel means the land the subject of the Strata Scheme.

Strata Plan means SP##.

**Strata Scheme** means the strata scheme constituted on registration of the Strata Plan.

**Vehicle** includes motor cars, motor bicycles, boats, trailers, trucks caravans and trailers.

**Visitor Car Space** means those parts of the Common Property designated "VP" on the Strata Plan.

#### **39 INTERPRETATION**

#### **39.1 Undefined words**

Undefined words in these By-laws have the same meaning as they do in the Management Act.

#### 39.2 Interpretation

Any reference to:

- (a) legislation includes later legislation which changes it, including regulations, proclamations, ordinances and By-laws issued under the later legislation;
- (b) a thing includes the whole or each part of it; and
- (c) the singular includes the plural and vice versa.

#### 39.3 Headings

Headings do not affect the interpretation of the By-laws.

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#### 39.4 Severance

- (a) Subject to **by-law 39.4(b)**:
  - (i) if a By-law is void or voidable, unenforceable or illegal but would not be void, voidable, unenforceable or illegal if it were read down and it is capable of being read down, the provision must be read down;
  - (ii) if, despite by-law 39.4(a)(i) a By-law is still void, voidable, unenforceable or illegal and the By-law would not be void, voidable, unenforceable or illegal if words were severed, those words must be severed; or
  - (iii) in any other case, the whole By-law must be severed.
- (b) If an event under **by-law 39.4(a)** occurs, the remainder of these by-laws continue in full force and effect.

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Registered:	Office Use Only		Office Use Only

#### EXECUTION

**Registered Proprietor:** 

# SIGNED SEALED AND DELIVERED by

as attorney for Intrapac Skennars Head Pty Ltd (ACN 609 488 780) under registered power of attorney Book . No. dated

in the presence of:

.....

Signature of Witness

Signature of **Attorney** 

By executing this deed the attorney states that the attorney has received no notice of revocation of the power of attorney

.....

Name of Witness

Approved Form 7	Strat	ta Plan By-laws	Sheet 35 of 37 sheet(s)
Registered:	Office Use Only		Office Use Only

# Registered Mortgagee:

EXECUTED by (ACN section 127 of the Cor	) in accordance with porations Act:	) ) )	
Signature of Director			Signature of Director/Secretary
Name of Director (bloc	k letters)		Name of Director/Secretary (block letters)

Approved Form 7	Strat	a Plan By-laws	Sheet 36 of 37 sheet(s)
Registered:	Office Use Only		Office Use Only

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Approved Form 7	Strata Plan By-laws		Sheet 37 of 37 sheet(s)
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sheet(s)
e Use Only

# **Description of Development**

The development scheme as provided for in this Strata Development Contract will be completed over several stages. Stage 1 of the development:

- is illustrated in the accompanying strata plan;
- will be completed upon registration of the plan;
- contains lots 1 to 15; and
- upon registration of Stage 1 it is intended to create development lot(s) 12, 13, 14 and 15.

The development scheme as provided for in this Strata Development Contract will conclude on the date specified being 10 years after the day on which this contract is registered.

It is intended that each stage will contain warranted development, which the Developer may be compelled to carry out, or authorised proposals, which the Developer may not be compelled to carry out, as described in this Strata Development Contract.

1. The Developer has the right to occupy the part of the Common Property described below in order to carry out the proposed development:

All parts of the Common Property including but not limited to driveway, airspace and visitor parking spaces.

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 Strata Schemes Development Act 2015.

Approved Form 8	Strata Develop	oment Contract	Sheet 2 of 23	sheet(s)
Registered:	Office Use Only		Off	ice Use Only

# Warranted Development – proposed development subject to a warranty

NIL



F			
Approved Form 8	Strata Develop	ment Contract	Sheet 3 of 23 sheet(s)
Registered:	Office Use Only		Office Use Only

#### Authorised Proposals – proposed development not subject to a warranty

#### Stage 2

#### (a) Description of Development

The development in this stage includes:

- (i) the construction of up to 12 townhomes and common property amenities referred to in **clause (b)** below; and
- (ii) the subdivision of Development Lot 12.

The proposed building style, height and density are depicted in the Concept Plan and will be as approved under the Development Consent.

#### (b) Common Property Amenities

Driveway and visitor car parking space

#### (c) Schedule of Commencement and Completion

Building works have not commenced and will conclude on or before the date that is 10 years after the day on which this Contract is registered.

#### (d) Schedule of Lots

Up to 12 lots

#### (e) Working Hours

Works will be carried out within the working hours permitted by the Development Consent.

#### (f) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the Parcel during development and Permitted Uses of Common Property and Development Lots during development

(i) The Developer is permitted complete and unrestricted access by foot or motor vehicle at all times over Common Property.

Strata Development C	Contract S	wheet 4 of 23	sheet(s)
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- (ii) The Developer is permitted to establish and use any necessary construction zones whether over Common Property or otherwise.
- (iii) The Developer is permitted to install and keep cranes on Common Property until completion of all works associated with the Authorised Proposals.
- (iv) The Developer is permitted to transport material and equipment through Common Property and to store such material and equipment on Common Property.
- (v) The Developer may park motor vehicles and equipment on Common Property.
- (vi) The Developer may place on or attach to Common Property temporary offices, sheds, depots, builder's toilet, building materials, cranes and other equipment.
- (vii) The Developer may install services on Common Property.
- (viii) The Developer may connect to services on Common Property.

#### (g) Landscaping

Landscaping will be carried out in accordance with the landscaping plan approved with the Development Consent.

#### (h) Schedule of Materials and Finishes

The materials and finishes will be used in constructing townhomes and common property amenities include fibre cement sheeting, glazing, aluminium, timber and autoclaved aerated concert.

#### (i) Vertical Staging

Not applicable.

#### (j) Contribution to Common Property Expenses

The Developer will be responsible to contribute to Common Property expenses in respect of Lots which are owned by the Developer, which contributions will be made in accordance with the unit entitlements of those Lots.

Approved Form 8	Strata Develop	oment Contract	Sheet 5 of 23	sheet(s)
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#### (k) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

- The by-law instrument registered with the Strata Plan also applies in relation to Stage 2. A copy of the instrument is available from NSW Land Registry Services.
- (ii) Any management arrangements for the Strata Scheme established following the registration of the Strata Plan also apply in relation to Stage 2.
- (iii) Reference should be made to the instrument under section 88B of the Conveyancing Act 1919 (NSW), if any, registered with the Strata Plan. To the extent applicable, a copy is available from NSW Land Registry Services.
- (iv) Further affectations as required by an authority, or considered necessary or desirable by the Developer, may also be created on the strata plan of subdivision subdividing Development Lot 12.

Approved Form 8	Strata Develop	ment Contract	Sheet 6 of 23	sheet(s)
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Registered:	Office Use Only		Of	fice Use Only

#### Stage 3

#### (I) Description of Development

The development in this stage includes:

- (i) the construction of up to 7 townhomes and common property amenities referred to in **clause (b)** below; and
- (ii) the subdivision of Development Lot 13.

The proposed building style, height and density are depicted in the Concept Plan and will be as approved under the Development Consent.

#### 1.1 Common Property Amenities

Driveway and visitor car parking space

#### 1.2 Schedule of Commencement and Completion

Building works have not commenced and will conclude on or before the date that is 10 years after the day on which this Contract is registered.

#### 1.3 Schedule of Lots

Up to 7 lots

#### 1.4 Working Hours

Works will be carried out within the working hours permitted by the Development Consent.

#### 1.5 Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the Parcel during development and Permitted Uses of Common Property and Development Lots during development

- (i) The Developer is permitted complete and unrestricted access by foot or motor vehicle at all times over Common Property.
- (ii) The Developer is permitted to establish and use any necessary construction zones whether over Common Property or otherwise.

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- (iii) The Developer is permitted to install and keep cranes on Common Property until completion of all works associated with the Authorised Proposals.
- (iv) The Developer is permitted to transport material and equipment through Common Property and to store such material and equipment on Common Property.
- (v) The Developer may park motor vehicles and equipment on Common Property.
- (vi) The Developer may place on or attach to Common Property temporary offices, sheds, depots, builder's toilet, building materials, cranes and other equipment.
- (vii) The Developer may install services on Common Property.
- (viii) The Developer may connect to services on Common Property.

#### 1.6 Landscaping

Landscaping will be carried out in accordance with the landscaping plan approved with the Development Consent.

#### 1.7 Schedule of Materials and Finishes

The materials and finishes will be used in constructing townhomes and common property amenities include fibre cement sheeting, glazing, aluminium, timber and autoclaved aerated concert.

#### 1.8 Vertical Staging

Not applicable.

#### 1.9 Contribution to Common Property Expenses

The Developer will be responsible to contribute to Common Property expenses in respect of Lots which are owned by the Developer, which contributions will be made in accordance with the unit entitlements of those Lots.

Approved Form 8	Strata Develop	oment Contract	Sheet 8 of 23	sheet(s)
Registered:	Office Use Only		0	ffice Use Only

#### Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

- (i) The by-law instrument registered with the Strata Plan also applies in relation to Stage 3. A copy of the instrument is available from NSW Land Registry Services.
- (ii) Any management arrangements for the Strata Scheme established following the registration of the Strata Plan also apply in relation to Stage 3.
- (iii) Reference should be made to the instrument under section 88B of the Conveyancing Act 1919 (NSW), if any, registered with the Strata Plan. To the extent applicable, a copy is available from NSW Land Registry Services.
- (iv) Further affectations as required by an authority, or considered necessary or desirable by the Developer, may also be created on the strata plan of subdivision subdividing Development Lot 13.

Approved Form 8	Strata Develop	oment Contract	Sheet 9 of 23	sheet(s)
Registered:	Office Use Only		Of	ffice Use Only

#### Stage 4

#### (a) Description of Development

The development in this stage includes:

- (i) the construction of up to 5 townhomes and common property amenities referred to in **clause (b)** below; and
- (ii) the subdivision of Development Lot 14.

The proposed building style, height and density are depicted in the Concept Plan and will be as approved under the Development Consent.

#### (b) Common Property Amenities

Driveway

#### (c) Schedule of Commencement and Completion

Building works have not commenced and will conclude on or before the date that is 10 years after the day on which this Contract is registered.

#### (d) Schedule of Lots

Up to 5 lots

#### (e) Working Hours

Works will be carried out within the working hours permitted by the Development Consent.

#### (f) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the Parcel during development and Permitted Uses of Common Property and Development Lots during development

- (i) The Developer is permitted complete and unrestricted access by foot or motor vehicle at all times over Common Property.
- (ii) The Developer is permitted to establish and use any necessary construction zones whether over Common Property or otherwise.

Office Use Only

- (iii) The Developer is permitted to install and keep cranes on Common Property until completion of all works associated with the Authorised Proposals.
- (iv) The Developer is permitted to transport material and equipment through Common Property and to store such material and equipment on Common Property.
- (v) The Developer may park motor vehicles and equipment on Common Property.
- (vi) The Developer may place on or attach to Common Property temporary offices, sheds, depots, builder's toilet, building materials, cranes and other equipment.
- (vii) The Developer may install services on Common Property.
- (viii) The Developer may connect to services on Common Property.

#### (g) Landscaping

Landscaping will be carried out in accordance with the landscaping plan approved with the Development Consent.

#### (h) Schedule of Materials and Finishes

The materials and finishes will be used in constructing townhomes and common property amenities include fibre cement sheeting, glazing, aluminium, timber and autoclaved aerated concert.

#### (i) Vertical Staging

Not applicable.

#### (j) Contribution to Common Property Expenses

The Developer will be responsible to contribute to Common Property expenses in respect of Lots which are owned by the Developer, which contributions will be made in accordance with the unit entitlements of those Lots.

Strata Develop	ment Contract	Sheet 11 o	f 23	sheet(s)
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#### (k) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

- (v) The by-law instrument registered with the Strata Plan also applies in relation to Stage 4. A copy of the instrument is available from NSW Land Registry Services.
- (vi) Any management arrangements for the Strata Scheme established following the registration of the Strata Plan also apply in relation to Stage 4.
- (vii) Reference should be made to the instrument under section 88B of the Conveyancing Act 1919 (NSW), if any, registered with the Strata Plan. To the extent applicable, a copy is available from NSW Land Registry Services.
- (viii) Further affectations as required by an authority, or considered necessary or desirable by the Developer, may also be created on the strata plan of subdivision subdividing Development Lot 14.

Ар	proved Form 8	Strata Develop	oment Contract	Sheet 12 of	23 sheet(s)
		Office Use Only			Office Use Only
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#### Stage 5

#### (I) Description of Development

The development in this stage includes:

- (i) the construction of up to 8 townhomes and common property amenities referred to in **clause (b)** below; and
- (ii) the subdivision of Development Lot 15.

The proposed building style, height and density are depicted in the Concept Plan and will be as approved under the Development Consent.

#### (m) Common Property Amenities

Driveway and visitor car parking space

#### (n) Schedule of Commencement and Completion

Building works have not commenced and will conclude on or before the date that is 10 years after the day on which this Contract is registered.

#### (o) Schedule of Lots

Up to 8 lots

#### (p) Working Hours

Works will be carried out within the working hours permitted by the Development Consent.

#### (q) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the Parcel during development and Permitted Uses of Common Property and Development Lots during development

- (i) The Developer is permitted complete and unrestricted access by foot or motor vehicle at all times over Common Property.
- The Developer is permitted to establish and use any necessary construction zones whether over Common Property or otherwise.

Strata Develop	ment Contract	Sheet 13 of	23 s	sheet(s)
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		Strata Development Contract Office Use Only		

- (iii) The Developer is permitted to install and keep cranes on Common Property until completion of all works associated with the Authorised Proposals.
- (iv) The Developer is permitted to transport material and equipment through Common Property and to store such material and equipment on Common Property.
- (v) The Developer may park motor vehicles and equipment on Common Property.
- (vi) The Developer may place on or attach to Common Property temporary offices, sheds, depots, builder's toilet, building materials, cranes and other equipment.
- (vii) The Developer may install services on Common Property.
- (viii) The Developer may connect to services on Common Property.

#### (r) Landscaping

Landscaping will be carried out in accordance with the landscaping plan approved with the Development Consent.

#### (s) Schedule of Materials and Finishes

The materials and finishes will be used in constructing townhomes and common property amenities include fibre cement sheeting, glazing, aluminium, timber and autoclaved aerated concert.

#### (t) Vertical Staging

Not applicable.

#### (u) Contribution to Common Property Expenses

The Developer will be responsible to contribute to Common Property expenses in respect of Lots which are owned by the Developer, which contributions will be made in accordance with the unit entitlements of those Lots.

#### (v) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

Approved Form 8	Strata Develop	oment Contract	Sheet 14 of 2	23 sheet(s)
Registered:	Office Use Only		C	Office Use Only

- The by-law instrument registered with the Strata Plan also applies in relation to Stage 5. A copy of the instrument is available from NSW Land Registry Services.
- (ii) Any management arrangements for the Strata Scheme established following the registration of the Strata Plan also apply in relation to Stage 5.
- (iii) Reference should be made to the instrument under section 88B of the Conveyancing Act 1919 (NSW), if any, registered with the Strata Plan. To the extent applicable, a copy is available from NSW Land Registry Services.
- (iv) Further affectations as required by an authority, or considered necessary or desirable by the Developer, may also be created on the strata plan of subdivision subdividing Development Lot 15.

Approved Form 8	Strata Develop	oment Contract	Sheet 15 of	23 sheet(s)
Registered:	Office Use Only			Office Use Only

#### DEFINITIONS

The following words have the following meanings:

- (a) **"Authorised Proposal"** means development which the Developer is authorised to carry out but cannot be compelled to carry out under this Contract.
- (b) **"Common Property"** means the common property in the Strata Scheme.
- (c) **"Concept Plan"** means the plans attached to, and forming part of, this Contract.
- (d) "Contract" means this strata development contract.
- (e) **"Developer"** has the meaning given to the term "developer" in the Development Act and includes, where applicable, all persons authorised by that person.
- (f) **"Development Act"** means the *Strata Schemes Development Act 2015* (*NSW*).
- (g) **"Development Consent"** means DA2020/242 and any modifications to these approvals under section 4.55 of the *Environmental Planning and Assessment Act 1979 (NSW)*.
- (h) "Development Lot" means the Lot referred to as development lot on sheet 1 of this Contract.
- (i) **"Development Lot 12"** means Lot 12 in the Strata Plan.
- (j) **"Development Lot 13"** means Lot 13 in the Strata Plan.
- (k) "Development Lot 14" means Lot 14 in the Strata Plan.
- (I) **"Development Lot 15**" means Lot 15 in the Strata Plan.
- (m) **"Lot"** means a lot in the Strata Plan.
- (n) **"Management Act"** means the *Strata Schemes Management Act 2015* (*NSW*).

Approved For	n 8 Strata Develo	oment Contract	Sheet 16 of	23	sheet(s)
	Office Use Only			Office	e Use Only
Registered:					

- (o) **"Owners Corporation"** means the owners corporation constituted on registration of the Strata Plan.
- (p) **"Parcel"** means the land the subject of the Strata Scheme.
- (q) **"Strata Plan"** means the strata plan to which this Contract relates.
- (r) **"Strata Scheme"** means the strata scheme constituted on registration of the Strata Plan.

Approved Form 8	Strata Develop	oment Contract	Sheet 17 of	23 sheet(s)
Registered:	Office Use Only			Office Use Only
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# Concept Plan for Stage 2 subdivision of Development Lot 12



Approved Form 8	Strata Develop	oment Contract	Sheet 18 of	23 sheet(s)
Registered:	Office Use Only			Office Use Only

# Concept Plan for Stage 3 subdivision of Development Lot 13



Approved Form 8	Strata Develop	oment Contract	Sheet 19 of	23 sheet(s)
Registered:	Office Use Only			Office Use Only
Registered.				

# Concept Plan for Stage 4 subdivision of Development Lot 14



Approved Form 8	8	Strata Develop	ment Contract	Sheet 20 of	23	sheet(s)
Registered:		Office Use Only			Office	Use Only
Registered.						

# Concept Plan for Stage 5 subdivision of Development Lot 15



Approved Form 8	Strata Develop	ment Contract	Sheet 21 of	23 sheet(s)
Registered:	Office Use Only			Office Use Only

#### **Certificate of Planning Authority**

The Accredited Certifier (insert name)...... Accreditation No:...... certifies that the carrying out of the permitted development described as 'warranted development' and 'authorised proposals' in this Strata Development Contract would not contravene:

(i) The conditions of any relevant approval issued by a planning authority in respect of the strata parcel; or

(ii) The provisions of any environmental planning instrument that was in force when the approval was granted except to the following extent (indicate exception if applicable)

••••••		 •••••	
		$\square$	
Date:			
Contificate Defenses			
Certificate Reference:		 	
Signed by:		 	
Accredited Certif	ier		
Signature:			
-			

This is the certificate referred to in Section 75(2) Strata Schemes Development Act 2015

Approved Form 8	Strata Develop	oment Contract	Sheet 22 of	23 sheet(s)
Registered:	Office Use Only			Office Use Only

#### EXECUTION

**Registered Proprietor:** 

**EXECUTED** by **Intrapac Skennars Head Pty Ltd (ACN 609 488 780)** in accordance with section 127 of the *Corporations Act 2001* (Cth):

Signature of Director/Secretary

Signature of Director/Secretary

Name of Director/Secretary

Name of Director/Secretary

Approved Form 8	Strata Develop	oment Contract	Sheet 23 of	23 sheet(s)
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Registered:				

### Registered Mortgagee:



# Avant Townhomes *inclusions*

Exclusively for Avant Townhomes at Oureus



Thousands of decisions

# One objective

Every Avant Townhome involves many thousands of decisions on the components of your new home. And we put an enormous amount of time and effort into every one of those decisions – with a single objective.

Our aim is to provide the very best possible product for your investment. It's not just about the immediate impact of luxury appliances and finishes.

Everything has been carefully selected to fit and work well together, look good and last a lifetime.





#### DESIGN APPROVALS AND INSURANCE

- The Town Planning Permit Drawings referred to in this document are those included in the contract of sale
- All Architectural, Structural, Civil and Landscaping design and approvals
- Town Planning Permit, Building Permit and associated fees
- 12 Months contractural defects liability period with builder
- Insurance as required under the Home Builders Act
- Select one of 4 individual internal colour schemes

#### ENERGY EFFICIENCY

- In compliance of National Construction Code (NCC) 2019, this energy efficiency is achieved through the application of environmental design principles relating to; insulation, glazing, building materials, construction configuration, dwelling orientation, external shading elements on windows etc.
- Solar panel system between
   3.0 5.0kw with inverter
   (Non hybrid)

#### SERVICES CONNECTIONS

- Connections to Potable Water, Recycled Water, Sewer, Stormwater and Electricity
- Telecommunications account set up and connection included with four week internet connection
- 1 external water tap in rear or front yard
- 1 external recycled water tap in rear or front yard

#### SITE COSTS

 Rock excavation/removal (if required) is included

#### **STRUCTURAL**

 Nominal ceiling heights (excluding kitchens, bedrooms, laundries, garages and bathrooms):

Area	Townhous	e & Apartment	
Living/Dining		2700mm	
Bathroom/Bedroom/Passage/Laundry/			
Garage/Entry	/Kitchen	2400mm	

#### Notes:

Nominated dimensions are to the face of structural elements, i.e. exclude floor finishes, plasterboard and etc.

 300mm open web floor truss system or equivalent

- Timber or steel sizes and framing in accordance with Australian Standards and Structural Engineer's requirements
- Plantation pine wall frames (90mm) or steel & pre-fabricated roof trusses or equivalent
- Proprietary party wall system where required (Boral/CSR Shaftliner or equivalent)

#### **INTERNAL FINISHES**

- 10mm plasterboard to walls and ceiling. Wet area plasterboard where required by Building Regulations
- Square set throughout, i.e. no cornices.
- Skirting Square edge without bevel
- Architraves Square edge without bevel

#### **INTERNAL DOORS**

- Flush panel Redicote doors or equivalent generally 2040mm high by 820mm wide
- Satin Chrome lever handle passage set, or equivalent.
   Privacy latches to bathroom, ensuite and powder room
- Flush pull handles to cavity sliding doors or equivalent (where included)
- Satin chrome door stops or equivalent

#### PAINTWORK

- Premium 3 coat matt acrylic paint system to walls Single colour
- Flat acrylic paint to ceilings
- Acrylic paint system to external areas (refer colour schedules)
- Gloss enamel paint to main entry door, internal doors & woodwork

#### STAIRCASE

- Polished hardwood timber stairs
- Dressed hardwood timber handrail and capping with clear finish

#### **ROBES/LINEN**

- Robe doors proprietary sliding door system
- Master walk in robe fit out White melamine shelf, chrome hanging rail and combined shelf and draw unit
- Other bedroom robe fit out white melamine shelf, chrome hanging rail and combined shelf and draw unit as shown on Town Planning drawing
- Linen cupboard four fixed white melamine shelves

 Coat cupboard (where applicable) – white melamine shelf and chrome hanging rail

#### **JOINERY - LAYOUT**

- Kitchen Layout as shown on Town Planning Drawings including 920mm high bench, with 20mm thick reconstituted stone benchtops and under bench cupboards/drawers, all with metal runners.
- Pantry four fixed white melamine shelves
- Ensuite, Bathroom wall mounted vanities
- Laundry 920mm high benchtop with underbench cupboards and broom cupboard (design specific, refer to drawings)

#### **JOINERY - FINISHES**

- 2 PAC and laminate finish to joinery. Refer to contract plans
- Hafele hinges and drawer runners or equivalent
- Refer colour schedules for joinery colours, materials and handles

#### **FLOOR COVERINGS**

- Engineered timber floors to townhouses and ground floor apartment only to entry, kitchen, dining & lounge area
- Floating timber floors to upper apartment only to entry, kitchen, dining & lounge area
- All wet areas (bathroom & laundry) tiled with 100mm skirting tile
- Quality carpets to all bedrooms. Refer to colour schedules
- Garage floor plain concrete finish

# WALL TILING & KITCHEN SPLASHBACK

- Tiled kitchen splashback.
   Refer to finished schedule
- Wall tiles to wet areas as shown on drawings provided
- Shower tiles full height to ceiling

#### **APPLIANCES**

- Ilve (or equivalent) stainless steel appliances
- 90cm wide, 4-burner/zones induction cooktop
- 90cm wide fan forced electric oven
- 90cm wide undermount slide out ducted rangehood
- Dishwasher

#### **HEATING / COOLING**

 Reverse cycle split system air conditioning to living area and bedrooms

#### **PLUMBING FIXTURES**

- Electric storage hot water unit
- Close coupled toilet suite
- Black finish tapware
- Basins ceramic or equivalent
- Kitchen sink double stainless steel under-mount sink
- Laundry stainless steel inset trough
- Recessed (No Step) shower bases with feature tiling as shown on drawings
- Shower screens semi frameless, clear laminated glazing 2000mm high
- Mirrors over vanities as shown on drawings
- Black finish to toilet roll holder and towel rail to bathrooms
- Recessed tiled shower niche's

#### ELECTRICAL

 Fixed white Low Energy LED downlights throughout with 10W warm white globes.
 Refer drawings for number and location

- Multi way light switch to entry and stairwell where applicable.
   Refer to drawings
- Front porch, balcony and rear alfresco external lighting where applicable. Refer to drawings
- Double power points.
   Refer drawings for number and location
- Single power point to fridge, garage door motor, dishwasher, oven cooktop and rangehood locations (as applicable)
- White Clipsal Classic 2000 or equivalent switch plates and GPOs throughout
- Weatherproof GPO for HWS and outdoor alfresco
- Internal switchboard with safety switch(es) provided in switchboard as required by Building Regulations
- Smoke detectors hard wired in accordance with Australian Standards with battery backup
- Exhaust fans above WC's and above showers, fitted with draft stopper, exhaust to outside air
- 2 phone points
- 2 TV points
- 55" Flat Screen TV mounted

#### EXTERNAL DOORS & WINDOWS

- Front Entry door solid
   2040mm high by 820mm wide
   timber stained finish
- Stainless Steel door hardware
- Door seals to external hinged doors (excluding door frames with integral seals)
- Powdercoated aluminium framed windows and sliding doors.
   Sizes as indicated on drawings
- Low E standard glazing throughout (or modified to suit energy requirements) excluding front door side light window
- Frosted glazing to Bathroom, Ensuite, WC (where required)
- Fibre mesh flyscreens to all opening windows
- Privacy screens as shown on Town Planning Drawings to be framed powdercoated aluminium

#### ROOFING

- Roofing material as per Town
   Planning Drawings
- All roof flashings, cappings, gutters, downpipes and the like to be colorbond finished steel

#### GARAGE

- Sectional overhead garage door
- Remote control with 2 handsets to garage door
- Plasterboard lined walls or face brickwork
- Plasterboard lined ceiling

#### **EXTERNAL FINISHES**

- Combination of brickwork and lightweight cladding as shown on the Town Planning Drawings
- Eaves lining as shown on the Town Planning Drawings, painted fibre cement sheet lining
- Porch ceilings painted fibre cement sheet linings

#### **EXTERNAL WORKS**

- Fully landscaped outdoor areas
- Clothesline Hills Paraline (or similar)
- Paling / batten side and rear boundary fences
- Coloured concrete paving to front path
- Coloured concrete driveway
- Designer tiles on concrete slab to outdoor living areas

#### INTRAPAC PROPERTY

Avant Townhomes Sales Centre, Aureus ben 10am-5pm Tuesdav to Friday. 2pm-5pm Weeker

Open 10am-5pm Tuesday to Friday, 2pm-5pm Weekends Corner The Coast Road & Headlands Drive, Skennars Head, NSW. **1300 899 701 avantth.com.au** 



Annexure B

Draft 1(d) Plan of Subdivision

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 1 of 4 sheet(s)				
Office Use Only	Office Use Only			
Registered:				
Title System:				
PLAN OF SUBDIVISION OF LOT 351 IN	LGA: BALLINA			
DP1271483	Locality: SKENNARS HEAD			
	Parish: BALLINA			
Preliminary Only 16/2/2021	County: ROUS			
Survey Certificate	Crown Lands NSW/Western Lands Office Approval			
	I, (Authorised Officer) in approving this plan certify that all necessary approvals in regard to the			
of B & P Surveys, PO Box 46, Murwillumbah, NSW, 2484a surveyor registered under the Surveying and Spatial Information Act	allocation of the land shown herein have been given.			
2002, certify that:	Signature:			
*(a) The land shown in the plan was surveyed in accordance with the Surveying and Spatial Information Regulation 2017, is accurate	Date:			
and the survey was completed on	File Number:			
*(b) The part of the land shown in the plan (*being/*excluding ** Lots 401-444, part Lot 445 and connections) was surveyed in accordance with the <i>Surveying and Spatial Information Regulation 2017</i> , the part surveyed is accurate and the survey was completed	Office:			
on, the part not surveyed was compiled in accordance with that Regulation, or	Subdivision Certificate			
*(c) The land shown in this plan was compiled in accordance with the Surveying and Spatial Information Regulation 2017.	I,			
Datum Line: 'X' – 'Y'				
Type: *Urban/* <del>Rural</del>				
The terrain is *Level-Undulating / *Steep-Mountainous.				
Signature:				
Surveyor Identification No: Surveyor registered under				
the Surveying and Spatial Information Act 2002	Subdivision Certificate number:			
*Strike out inappropriate words. **Specify the land actually surveyed or specify any land shown in the plan that	File number: DA 2017/244			
is not the subject of the survey.	*Strike through if inapplicable.			
Plans used in the preparation of survey/compilation.	Statements of intention to dedicate public roads create public reserves and drainage reserves, acquire/resume land.			
	IT IS INTENDED TO DEDICATE COVE AVENUE, SUNHAVEN AVENUE AND THE EXTENSION OF CARROLL AVENUE & AUREUS BOULEVARD TO THE PUBLIC AS PUBLIC ROAD. IT IS INTENDED TO CREATE LOT 442 AS A PUBLIC RESERVE & LOT 444 AS A DRAINAGE RESERVE.			
Surveyor's Reference: M31890/24128C	Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A			

PLAN FORM 6A (2019)	DEPOSITED PLAN AD	MINISTRATION SHEET	Sheet 2	of 4	sheet(s)
Registered:	Office Use Only			Offic	e Use Only
PLAN OF SUBDIVISION DP1271483	OF LOT 351 IN				
Preliminary Only	This sheet is for the provision of the following information as required:				
Subdivision Certificate number: Date of Endorsement:		<ul> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2</li> <li>Statements of intention to create and release affecting interests accordance with section 88B Conveyancing Act 1919</li> <li>Signatures and seals- see 195D Conveyancing Act 1919</li> <li>Any information which cannot fit in the appropriate panel of she 1 of the administration sheets.</li> </ul>			g interests in 9 919

Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
401			CARROLL	AVENUE	SKENNARS HEAD
402			CARROLL	AVENUE	SKENNARS HEAD
403			SUNHAVEN	AVENUE	SKENNARS HEAD
404			SUNHAVEN	AVENUE	SKENNARS HEAD
405			SUNHAVEN	AVENUE	SKENNARS HEAD
406			SUNHAVEN	AVENUE	SKENNARS HEAD
407			SUNHAVEN	AVENUE	SKENNARS HEAD
408			SUNHAVEN	AVENUE	SKENNARS HEAD
409			SUNHAVEN	AVENUE	SKENNARS HEAD
410			SUNHAVEN	AVENUE	SKENNARS HEAD
411			SUNHAVEN	AVENUE	SKENNARS HEAD
412			SUNHAVEN	AVENUE	SKENNARS HEAD
413			AUREUS	BOULEVARD	SKENNARS HEAD
414			AUREUS	BOULEVARD	SKENNARS HEAD
415			SUNHAVEN	AVENUE	SKENNARS HEAD
416			SUNHAVEN	AVENUE	SKENNARS HEAD
417			SUNHAVEN	AVENUE	SKENNARS HEAD
418			SUNHAVEN	AVENUE	SKENNARS HEAD
419			SUNHAVEN	AVENUE	SKENNARS HEAD
420			SUNHAVEN	AVENUE	SKENNARS HEAD
421			SUNHAVEN	AVENUE	SKENNARS HEAD
422			SUNHAVEN	AVENUE	SKENNARS HEAD
423			SUNHAVEN	AVENUE	SKENNARS HEAD
424			SUNHAVEN	AVENUE	SKENNARS HEAD
425			SUNHAVEN	AVENUE	SKENNARS HEAD
426			SUNHAVEN	AVENUE	SKENNARS HEAD
427			SUNHAVEN	AVENUE	SKENNARS HEAD
428			SUNHAVEN	AVENUE	SKENNARS HEAD
429			COVE	AVENUE	SKENNARS HEAD
430			COVE	AVENUE	SKENNARS HEAD
431			COVE	AVENUE	SKENNARS HEAD

Surveyor's Reference: M31890/24128C

PLAN FORM 6A (2019)	DEPOSITED PLAN AD	MINISTRATION SHEET	Sheet 3	of 4	sheet(s)	
Registered:	Office Use Only			Offic	e Use Only	
PLAN OF SUBDIVISION DP1271483						
Preliminary Only	<ul> <li>This sheet is for the provision of the following information as required:</li> <li>A schedule of lots and addresses - See 60(c) SSI Regulation 2017</li> </ul>					
Subdivision Certificate number: Date of Endorsement:		<ul> <li>Statements of intention to creat accordance with section 888</li> <li>Signatures and seals- see 198</li> </ul>	ntention to create and release affecting interests in h section 88B <i>Conveyancing Act 1919</i> seals- see 195D <i>Conveyancing Act 1919</i> n which cannot fit in the appropriate panel of sheet			

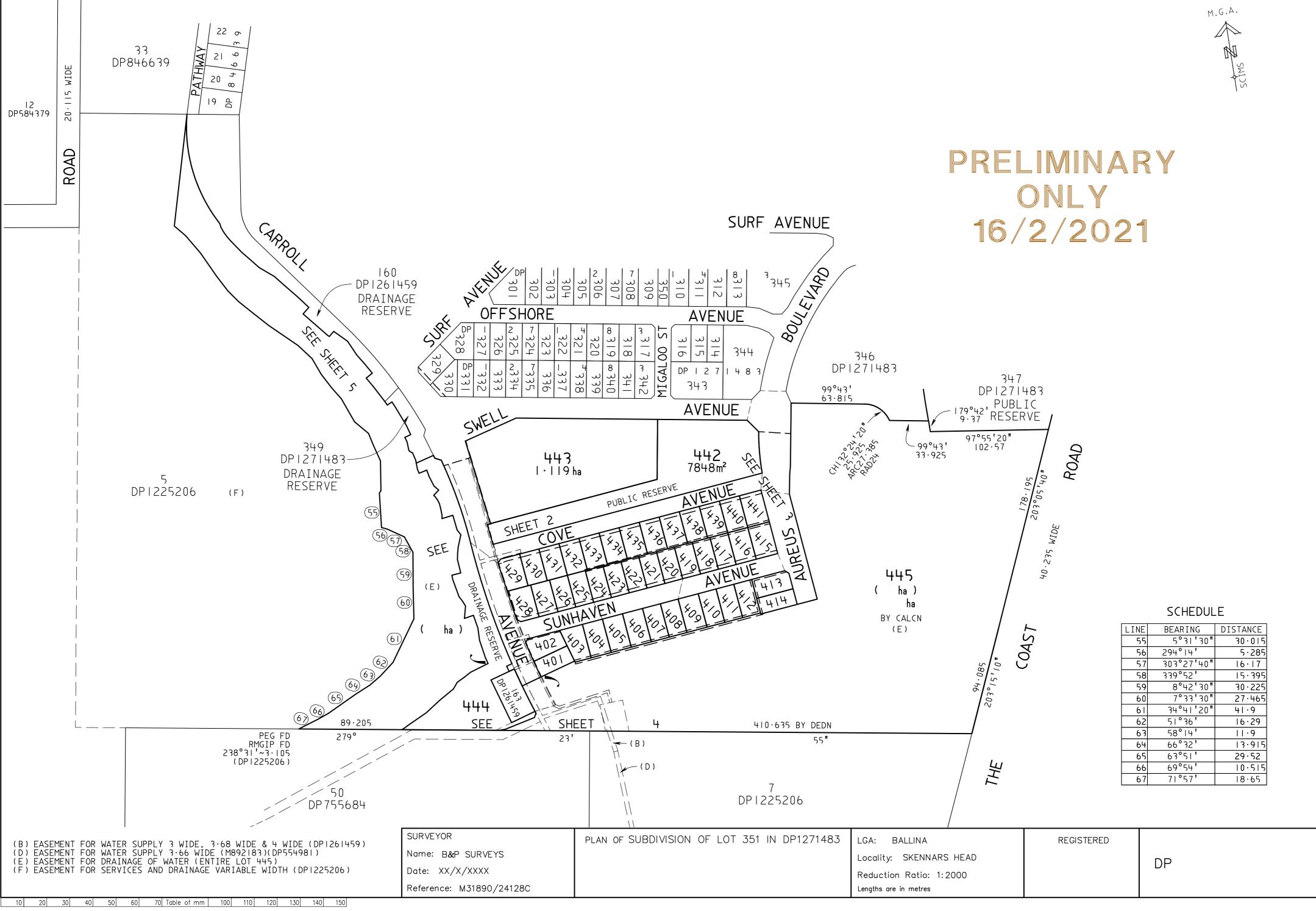
Lot	Sub-Address Number	Address Number	Road Name	Road Type	Locality Name
432			COVE	AVENUE	SKENNARS HEAD
433			COVE	AVENUE	SKENNARS HEAD
434			COVE	AVENUE	SKENNARS HEAD
435			COVE	AVENUE	SKENNARS HEAD
436			COVE	AVENUE	SKENNARS HEAD
437			COVE	AVENUE	SKENNARS HEAD
438			COVE	AVENUE	SKENNARS HEAD
439			COVE	AVENUE	SKENNARS HEAD
440			COVE	AVENUE	SKENNARS HEAD
441	T		COVE	AVENUE	SKENNARS HEAD
442			COVE	AVENUE	SKENNARS HEAD
443			SWELL	AVENUE	SKENNARS HEAD
444	T		CARROLL	AVENUE	SKENNARS HEAD
445		N/A	AUREUS	BOULEVARD	SKENNARS HEAD

If space is insufficient use additional annexure sheet

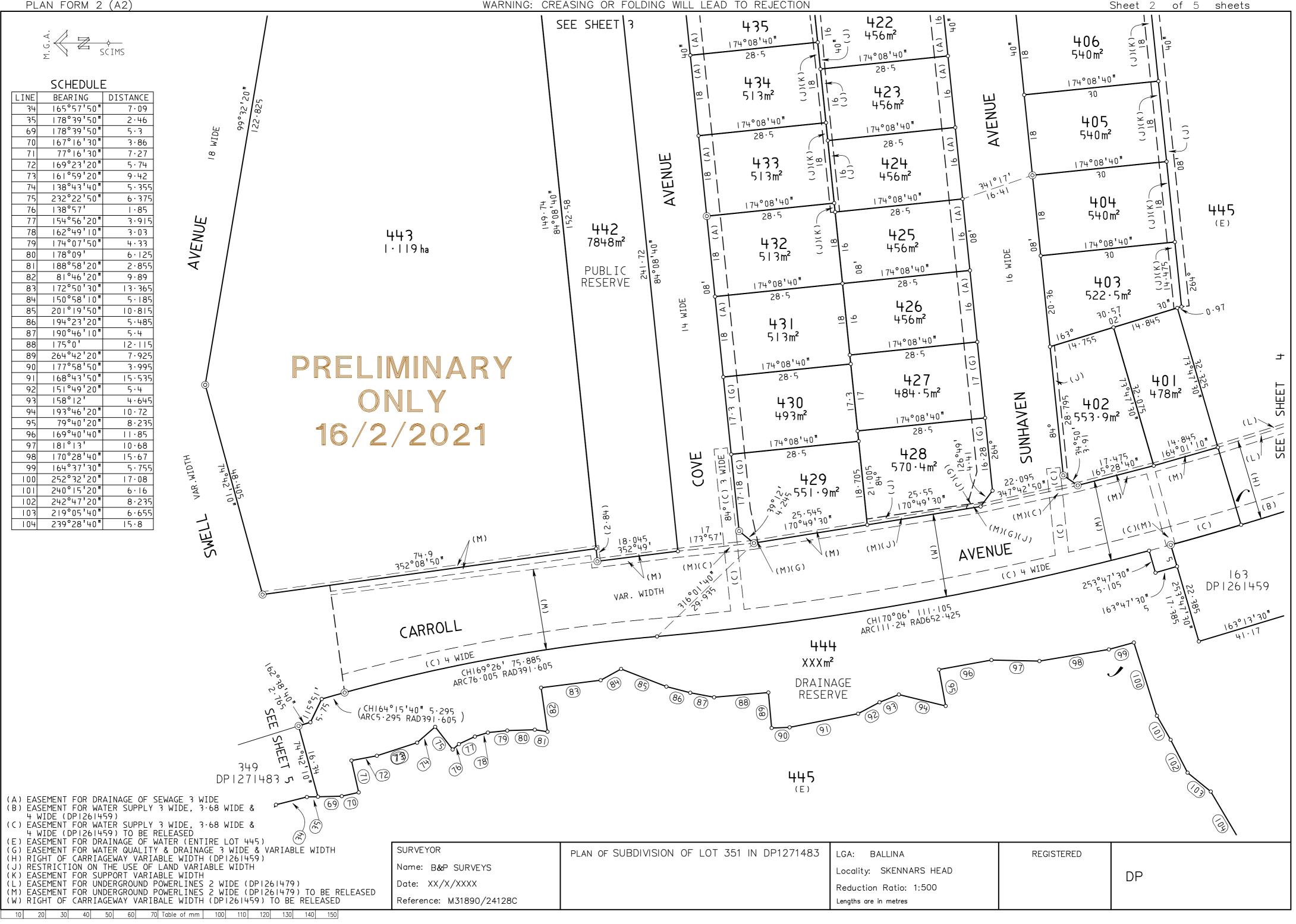
Surveyor's Reference: M31890/24128C

PLAN FORM 6A (2019) DEPOSITED PLAN ADMINISTRATION SHEET Sheet 4 of 4 sheet(s)					
Office Use Only	Office Use Only				
Registered:					
PLAN OF SUBDIVISION OF LOT 351 IN DP1271483					
Preliminary Only 16/2/2021	This sheet is for the provision of the following information as required: • A schedule of lots and addresses - See 60(c) SSI Regulation 2017				
Subdivision Certificate number: Date of Endorsement:	<ul> <li>A schedule of lots and addresses - See 60(c) S3 Regulation 2017</li> <li>Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act</i> 1919</li> <li>Signatures and seals- see 195D <i>Conveyancing Act</i> 1919</li> <li>Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.</li> </ul>				
<ul> <li>Any information which cannot fit in the appropriate panel of sheet</li> </ul>					
AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED					
If space is insufficient use	additional annexure sheet				

Surveyor's Reference: M31890/24128C

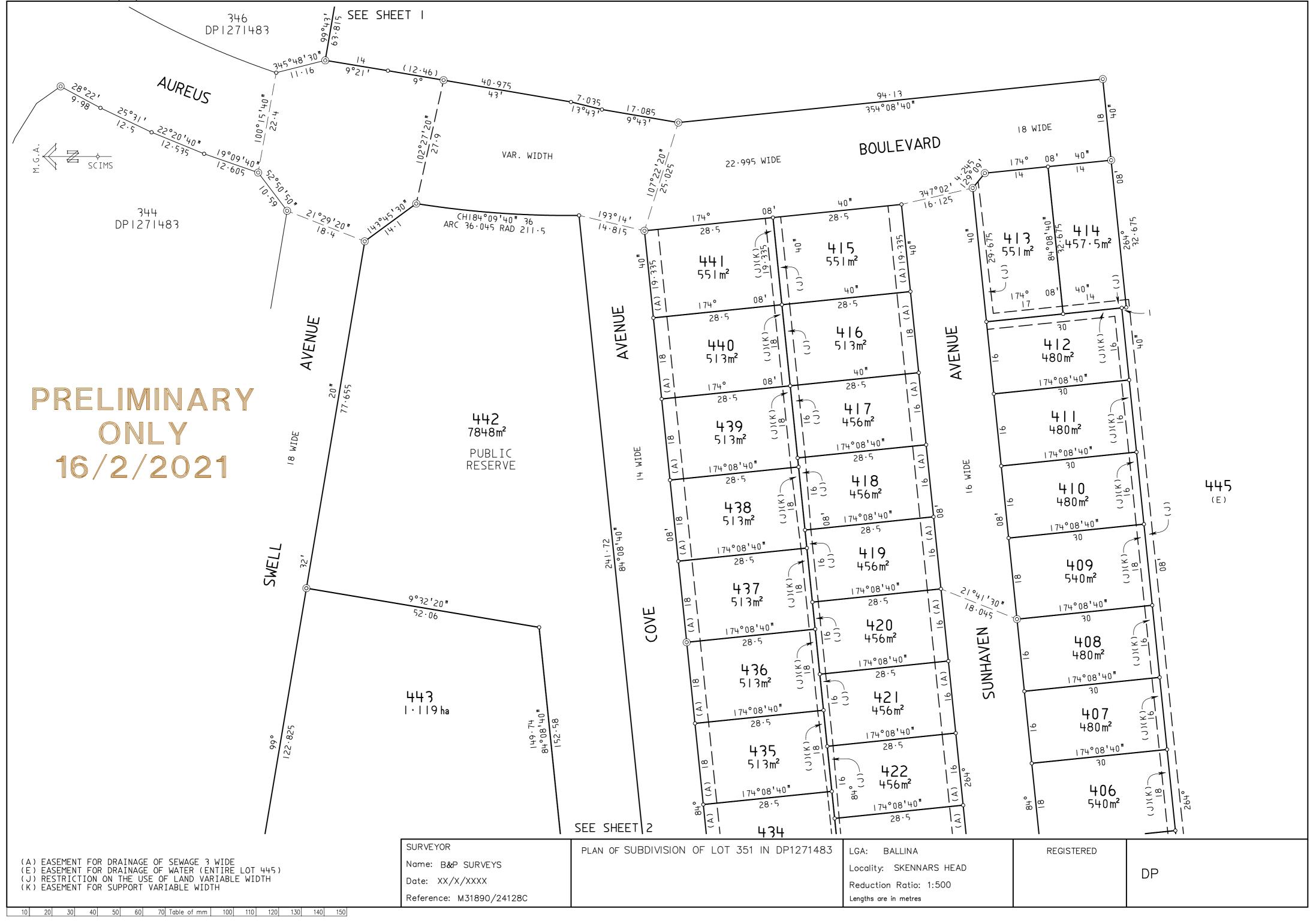


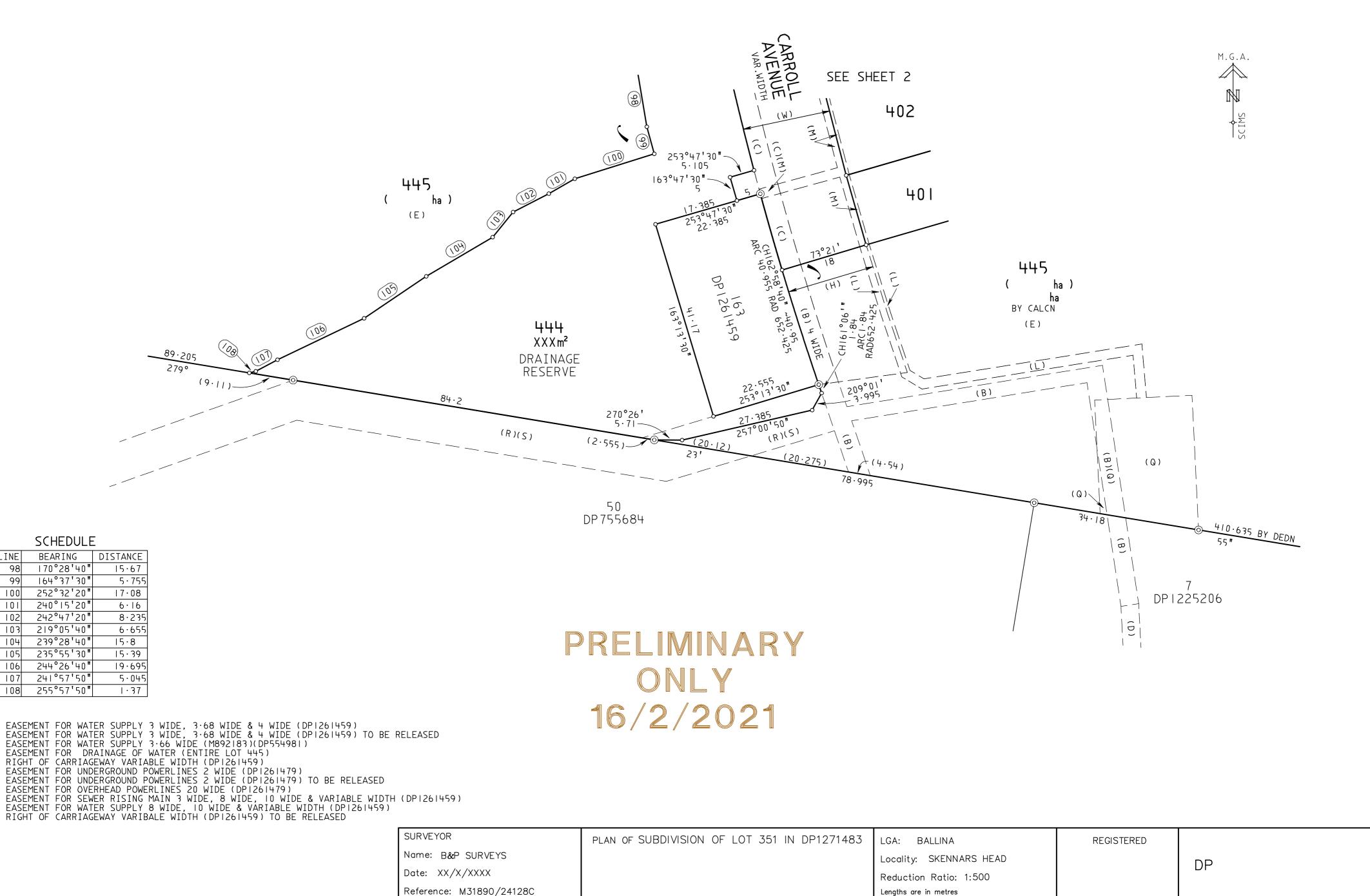




PLAN FORM 2 (A2)

#### WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION





PRELIMIN
ONL
16/2/2

BEARING |70°28'40" LINE 98 170 28 40 164°37'30" 252°32'20" 240°15'20" 242°47'20" 219°05'40" 239°28'40" 239°28'40" 235°55'30" 244°26'40" 99 100 101 102 103 104 105 106

107

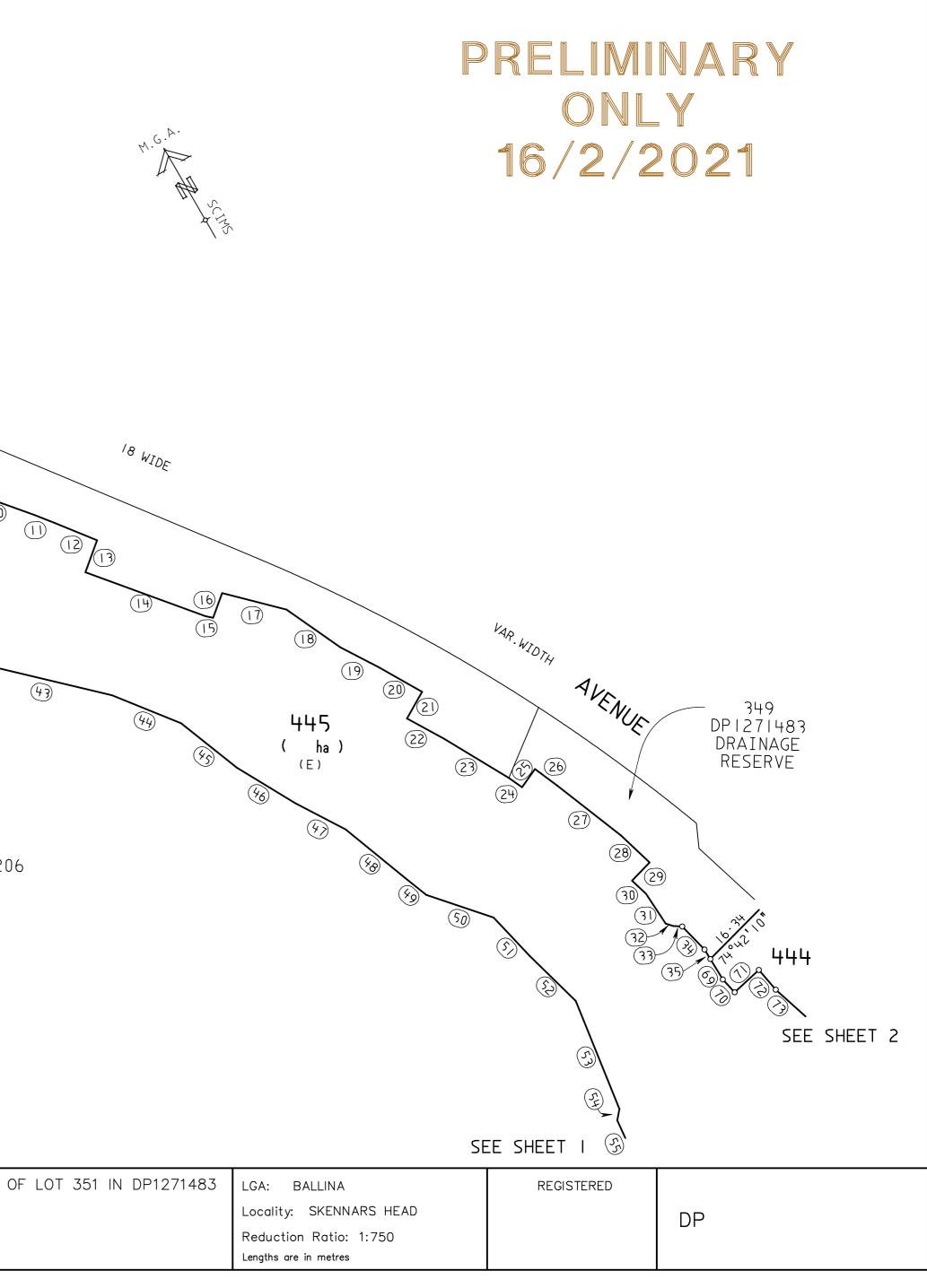
(B) EASEMENT FOR WATER SUPPLY 3 WIDE, 3.68 WIDE & 4 WIDE (DP1261459) (C) EASEMENT FOR WATER SUPPLY 3 WIDE, 3.68 WIDE & 4 WIDE (DP1261459) TO BE RELEASED (D) EASEMENT FOR WATER SUPPLY 3.66 WIDE (M892183)(DP554981) (E) EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT 445) (E) EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT 445) (H) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (DP1261459) (L) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (DP1261479) (M) EASEMENT FOR UNDERGROUND POWERLINES 2 WIDE (DP1261479) TO BE RELEASED (Q) EASEMENT FOR OVERHEAD POWERLINES 20 WIDE (DP1261479) (R) EASEMENT FOR OVERHEAD POWERLINES 20 WIDE, 8 WIDE, 10 WIDE & VARIABLE WIDTH (DP1261459) (S) EASEMENT FOR WATER SUPPLY 8 WIDE, 10 WIDE & VARIABLE WIDTH (DP1261459) (W) RIGHT OF CARRIAGEWAY VARIBALE WIDTH (DP1261459) TO BE RELEASED

SURVEYOR	PLAN OF SUBDIVISION OF
Name: B&P SURVEYS	
Date: XX/X/XXXX	
Reference: M31890/24128C	

PLAN FORM 2 (A2)		WARNING: CREASING OR FOLDING WILL
	33 DP846639	
SCHEDULE	T DP846639	
LINE BEARING DISTANCE	33 2	
7 °28'40" 3·25 2  59°45' 4·88	DP846639	
3 153°28'40" 4·835		
4  47°5 '30 <b>"</b> 4·77		
5 144°45' 14+785	$\mathbb{N}$	
6   38°59' 5.75 7  40°46'   3.69		
8 129°21'20" 15·425		
9  40°52' 0 <b>"</b>  0·005		
10     139°50'30"     15⋅02       11     141°37'     5⋅0		
II     I41°37'     5⋅0       I2     I42°18'10"     I0⋅0		CARROLL WAR WIDTH
3 230°06' 7.535		RAP
14 140°06' 28·275		1 AO
I5         I32°24'         I⋅705           I6         50°06'         5⋅83		
17 134°25' 14·705	To of the second	
18 155°07' 14·53		
19 147°29'10" 9·52		
20         149°37'50"         11.075           21         239°30'         6.78	97.665	
22 I48°45' 9·3I	97.665 70.10 10	
23 151°16′ 16·765		
24 155°18' 3·565 25 65°18' 4·955		
26 156°39' 6·225		3 DP1261459
27  58°05'  7·83		UNAINAUL
28 163°35' 8·695	36	6 RESERVE
29         253°59'         5.57           30         163°14'         4.215		
31 176°48' 7.91	3)	9
32   38°06'   · 775		
33         I22°50'         I.99           34         I65°57'50"         7.09	30	
35 178°39'50" 2·46		
36 319°26' 13·08		39
37 328°26′40″ 19·79		
38         334°12'10"         24.355           39         331°32'         16.17		(40)
40 323°59' 13.105		
41 317°26'40" 16·025		(42)
42 317°17'20" 17·115 43 313°26'40" 31·185		
44 322°08' 16·48		
45 338°31'40 <b>"</b> 15·795		
46 331°24′ 15.095 47 327°32′ 12.565		
47 327°32' 12·565 48 339°15'30" 17·005		
49 338°38' 5·95		
50 318°44'20" 15·705		
51 346°50' 11.63 52 344°19'30" 14.265		5
53 8°03'10 <b>"</b> 25·795		DP1225206
54 41°11' 2·56		(F)
55 5°31'30" 30·015 69 178°39'50" 5·3		
70  67° 6'30 <b>"</b> 3.86		
71 77°16'30" 7·27		
72 169°23'20" 5·74 73 161°59'20" 9·42		
73 161°59'20" 9.42		
	SURVEYOR	
		PLAN OF SUBDIVISION OF
(E) EASEMENT FOR DRAINAGE OF W	ATER (ENTIRE LOT 445)	
(F) EASEMENT FOR SERVICES AND	DRAINAGE VARIABLE WIDTH (DP1225206)	
	Reference: M318	POD /2/12PC

Reference: M31890/24128C

10 20 30 40 50 60 70 Table of mm 100 110 120 130 140 150



Annexure C

Draft 1(d) s88B Instrument

(Sheet 1 of 16 sheets)

Plan of Subdivision of Lot 351 in Deposited Plan 1271483 covered by Subdivision Certificate:

No..... dated .....

Full name andIntrapac Skennars Head Pty Ltd (ACN 609 488address of the780)owner of the2/79 West Burleigh Roadland:BURLEIGH HEADS QLD 4220

#### PART 1 (Creation)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, DESIGNATED (A)	Lots 415-426 inclusive and lots 431-441 inclusive	Ballina Shire Council
2	EASEMENT FOR WATER QUALITY AND DRAINAGE 3 WIDE & VARIABLE WIDTH, DESIGNATED (G)	Lots 427,428, 429, 430	Ballina Shire Council
3	RESTRICTION ON THE USE OF LAND, DESIGNATED (J)	Part Lot 402 Part Lots 403- 411 inclusive	Ballina Shire Council Lot 445
		Part Lot 412	Lots 413, 414 & 445
		Part Lot 413	Lots 412 & 414, Ballina Shire Council
		Part Lot 414	Lots 412, 413 & 445
		Part Lot 415	Lots 416, 440 & 441

Council Authorised Delegate

(Sheet 2 of 16 sheets)

Plan:

Plan of Subdivision of Lot 351 in Deposited Plan 1271483 covered by Subdivision Certificate:

No..... dated .....

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		Part Lot 416	Lots 415, 417, 439- 441
		Part Lot 417	Lots 416, 418, 438- 440
		Part Lot 418	Lots 417, 419, 437- 439
		Part Lot 419	Lots 418, 419, 437 & 438
		Part Lot 420	Lots 419, 421, 436 & 437
		Part Lot 421	Lots 420, 422, 435 & 436
		Part Lot 422	Lots 421, 423, 434 & 435
		Part Lot 423	Lots 422, 424, 433 & 434
		Part Lot 424	Lots 423, 432 & 433
		Part Lot 428	Ballina Shire Council
		Part Lot 432	Lots 424 & 433
		Part Lot 433	Lots 423, 424, 432 & 434
		Part Lot 434	Lots 422, 423, 433 & 435
		Part Lot 435	Lots 421, 422, 434 & 436
		Part Lot 436	Lots 420, 421, 435 & 437
		Part Lot 437	Lots 419, 420, 436 & 438

Council Authorised Delegate

S:10800544\_1 EAA

(Sheet 3 of 16 sheets)

Plan:

Plan of Subdivision of Lot 351 in Deposited Plan 1271483 covered by Subdivision Certificate:

No..... dated .....

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
		Part Lot 438	Lots 418, 419, 437 & 439
		Part Lot 439	Lots 416-418, 438 & 439
		Part Lot 440	Lots 415-417, 439 & 441
		Part Lot 441	Lots 415, 416 & 440
4	EASEMENT FOR SUPPORT	Lots 403-411	Lot 445
	VARIABLE WIDTH, DESIGNATED (K)	Lot 412	Lots 413, 414 & 445
		Lot 432	Lots 424 & 433
		Lot 433	Lots 423, 424, 432 & 434
		Lot 434	Lots 422, 423, 433 & 435
		Lot 435	Lots 421, 422, 434 & 436
		Lot 436	Lots 420, 421, 435 & 437
		Lot 437	Lots 419, 420, 436 & 438
		Lot 438	Lots 418, 419, 437 & 439
		Lot 439	Lots 416-418, 438 & 439
		Lot 440	Lots 415-417, 439 & 441
		Lot 441	Lots 415, 416 & 440
5	EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT), DESIGNATED	Lot 445	Ballina Shire Council

Council Authorised Delegate

(Sheet 4 of 16 sheets)

Plan:

Plan of Subdivision of Lot 351 in Deposited Plan 1271483 covered by Subdivision Certificate:

No..... dated .....

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre, restriction on the use of land or positive covenant to be created and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
	(E)		
6	POSITIVE COVENANT	Lots 401-441 inclusive	Ballina Shire Council
7	POSITIVE COVENANT	Lots 401-441 inclusive	Ballina Shire Council
8	POSITIVE COVENANT	Lots 401-441 inclusive	Ballina Shire Council
9	RESTRICTION ON THE USE OF LAND	Lots 401-441 inclusive	Ballina Shire Council
10	POSITIVE COVENANT	Lot 445	Ballina Shire Council

(Sheet 5 of 16 sheets)

Plan of Subdivision of Lot 351 in Deposited Plan 1271483 covered by Subdivision Certificate:

No..... dated .....

#### PART 1A (Release)

Number of item shown in the intention panel on the Plan	Identity of easement, profit à prendre to be released and referred to in the Plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Drainage of Water (Entire Lot) (DP1266854)	Lot 234 in DP1266854	Ballina Shire Council
2	Easement for Drainage of Sewage 3 Wide (DP1261459)	Lot 234 in DP1266854	Ballina Shire Council
3	Part of Easement for Water Supply 3 Wide, 3.68 Wide & 4 Wide (DP1261459) within Carroll Avenue, Designated (C)	Lot 234 in DP1266854	Ballina Shire Council
4	Part of Easement for Underground Powerlines 2 Wide (DP1261479), Designated (M)	Lot 234 in DP1266854	Essential Energy
5	Part of Right of Carriageway Variable Width (DP1261459) within Carroll Avenue, Designated (W)	Lot 234 in DP1266854	Ballina Shire Council

Plan:

#### (Sheet 6 of 16 sheets)

Plan of Subdivision of Lot 351 in Deposited Plan 1271493 covered by Subdivision Certificate:

No..... dated.....

#### PART 2 (Terms)

#### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In this instrument, unless the context clearly indicates otherwise:

**Burdened Lot** means a lot burdened by a restrictive covenant, positive covenant or easement and includes each and every part of such a Lot;

**Benefited Lot** means a lot benefited by a restrictive covenant or easement and includes each and every part of such a Lot;

Building means any house, home unit, villa, structure, improvement or extension;

#### Developer means:

- (i) Intrapac Skennars Head Pty Ltd (ACN 609 488 780) (ISH); and
- (ii) ISH's nominee where approval is required;

**Habitable Dwelling** includes any Building or part of a Building designed for or suitable for separate self-contained occupancy;

Lot means any numbered lot in the Plan;

#### Owner means:

- (i) a person registered or entitled to be registered as proprietor;
- (ii) a mortgagee in possession; or
- (iii) a covenant chargee in possession.

Plan shall mean the plan of subdivision to which this instrument relates;

**Stormwater Infiltration Device** means the subsurface stormwater infiltration device and associated apparatus, including the subsurface gravel trench, pipes, pits and filters; and

### Council Authorised Delegate

Plan of Subdivision of Lot 351 in Deposited Plan 1271493 covered by Subdivision Certificate:

No..... dated.....

**Sunset Date** means the date that the Lot Burdened is subdivided by a plan of subdivision to create one or more lots.

#### 1.2 References to certain terms

In this instrument unless the context indicates otherwise:

- (a) words implying a person imply a natural person, company, statutory corporation, partnership, the Crown, an owners corporation and any other organisation or type of legal entity;
- (b) including is not a word of limitation;
- (c) the words at any time mean at any time and from time to time;
- (d) a reference to a right or obligation of a person is a reference to a right or obligation of that person under this instrument;
- (e) a reference to any thing (including 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 2 or more of them collectively and to each of them individually;
- (f) a reference to a natural person includes their personal representatives, successors, and permitted assigns;
- (g) a reference to a corporation includes its successors and permitted assigns;
- (h) a reference to a document is a reference to a document of any kind, including a plan;
- where this instrument refers to a body or authority which no longer exists, unless otherwise prescribed by law, there is taken to be substituted a body or authority having substantially the same objects as the named body or authority;
- a reference to legislation or a legislative provision includes any statutory modification or substitution of that legislation or legislative provision and any subordinate legislation issued under that legislation or legislative provision;
- (k) a reference to a time is to that time in Sydney;
- 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;

(Sheet 8 of 16 sheets)

Plan of Subdivision of Lot 351 in Deposited Plan 1271493 covered by Subdivision Certificate:

No..... dated.....

- (m) a requirement to do any thing includes a requirement to cause that thing to be done;
- (n) a word that is derived from a defined word has a corresponding meaning;
- (0) the singular includes the plural and vice-versa;
- (p) words importing one gender include all other genders; and
- (q) a reference to a Burdened Lot or a Benefited Lot includes, where the context permits, any Improvements on such a lot.

Any notice, demand, approval, request, application or communication under this instrument must be in writing.

## 2 Terms of EASEMENT FOR DRAINAGE OF SEWAGE 3 WIDE, DESIGNATED (A) numbered 1 in the Plan:

2.1 An *'Easement for Drainage of Sewerage'* on the terms set out in Part 6 of Schedule 4A o fhte Conveyaning Act 1919 (NSW) as amended.

## 3 Terms of EASEMENT FOR WATER QUALITY AND DRAINAGE 3 WIDE & VARIABLE WIDTH, DESIGNATED (G) numbered 2 in the Plan:

- 3.1 The authority having the benefit of this easement may:
  - (a) drain water through each Burdened Lot, but only within the site of this easement including using any existing Stormwater Infiltration Device located within the Burdened Lot; and
  - (b) do anything reasonably necessary for that purpose, including:
    - (i) entering the Burdened Lot;
    - (ii) taking anything on to the Burdened Lot; and
    - (iii) carrying out work to the Burdened Lot, such as constructing, placing, repairing or maintaining pipes, channels, ditches, equipment and the Stormwater Infiltration Device.

#### (Sheet 9 of 16 sheets)

Dian of Subdivision of Lat 251 in Donasitad
Plan of Subdivision of Lot 351 in Deposited
Plan 1271493 covered by Subdivision
Certificate:

No..... dated.....

3.2 The Owner of the Burdened Lot must:

- (a) maintain the Stormwater Infiltration Device so that is in good working order and fit for purpose; and
- (b) ensure that no structure, other than a driveway or alike, is constructed above the site of this easement.
- 3.3 In exercising those powers, the authority having the benefit of this easement must:
  - (a) ensure all work is done properly;
  - (b) cause as little inconvenience as is practicable to the owner and any occupier of the Burdened Lot;
  - (C) cause as little damage as is practicable to the Burdened Lot and any improvement on it;
  - (d) restore the Burdened Lot as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.
- 4 Terms of RESTRICTION ON THE USE OF LAND, DESIGNATED (J) numbered 3 in the Plan:
- 4.1 The Owner of a Burdened Lot must not:
  - (a) erect any Habitable Dwelling within the site of the restriction shown on the Plan of the rear of a retaining wall (i.e. the high side of the retaining wall) unless:
    - the Habitable Dwelling is constructed on piers/deep footings extending to near wall depth;
    - (ii) the Habitable Dwelling is to not apply any of its superimposed load against any part of the wall within the site of the restriction; and
    - (iii) the Habitable Dwelling is constructed in accordance with a design solution for the suitable support of the Benefited Lot that has been approved by a suitably qualified engineer; and
  - (b) conduct any excavation of the land within the site of the restriction shown on the Plan forward of a retaining wall (i.e. the low side of the retaining wall), unless a detailed engineering assessment has been completed by a suitably qualified

(Sheet 10 of 16 sheets)

Plan of Subdivision of Lot 351 in Deposited Plan 1271493 covered by Subdivision Certificate:

No..... dated.....

engineer for the suitable support of the Benefited Lot and approval given by Council.

Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND, DESIGNATED (J) numbered 3 in the Plan:

Ballina Shire Council

#### 5 Terms of EASEMENT FOR SUPPORT VARIABLE WIDTH, DESIGNATED (K) numbered 4 in the Plan:

- 5.1 The Owner of a Burdened Lot must:
  - (r) maintain on the Burdened Lot, but only within the site of this easement (Easement Site), the structural stability of the existing wall to support the surface or subsurface of the Benefited Lot or any part of it, or any structure or works on the Benefited Lot and do anything reasonably necessary for that purpose at its expense;
  - (s) not interfere with the existing wall or the support it offers; and
  - (t) not use the site of this easement, or any other part of the Burdened Lot, or any other land, in a way which may detract from the stability of or the support provided by the existing wall.
- 5.2 If an Owner of the Burdened Lot fails to comply with its obligations under **clause 5.1** then the Owner of the Benefited Lot has the right, but not the obligation, at any time to give a notice to the Owner of the Burdened Lot requiring compliance with those obligations.
- 5.3 A notice served under **clause 5.2** must:
  - specify a date for compliance which is reasonable having regard to the nature of the action required; and
  - (b) without limiting **clause 5.3(a)** above, is at least 14 days from the date that the notice is given.
- 5.4 If the Owner of the Burdened Lot fails to comply with a notice given under **clause 5.2** within the timeframe set out in the notice, then the Owner of the Benefited Lot has the right, but not the obligation, to carry out works within the Easement Site and do anything else reasonably necessary to remedy the failure to comply specified in the notice at the cost of the Owner of the Burdened Lot.

Council Authorised Delegate

(Sheet 11 of 16 sheets)

Plan:

Plan of Subdivision of Lot 351 in Deposited Plan 1271493 covered by Subdivision Certificate:

No..... dated.....

- 5.5 The Owner of the Benefited Lot, when exercising those powers granted in **clause 5.4**, must:
  - (a) ensure all work is done properly;
  - (b) cause as little inconvenience as practicable to the Owner of the Burdened Lot;
  - (c) cause as little damage as is practicable to the Burdened Lot;
  - (d) restore the Burdened Lot as nearly as is practicable to its former condition; and
  - (e) make good any collateral damage.

## 6 Terms of EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT), DESIGNATED (E) numbered 5 in the Plan:

- An '*Easement for Drainage of Water*' on the terms set out in Part 7 of Schedule 4A of the Conveyancing Act 1919 (NSW) (as amended).
- **6.2** The terms of this Easement for Drainage of Water will cease to apply and the rights will be released by the benefited Authority on the Sunset Date.

## Name of Authority empowered to release, vary or modify the EASEMENT FOR DRAINAGE OF WATER (ENTIRE LOT), DESIGNATED (E) numbered 5 in the Plan:

Ballina Shire Council

#### 7 Terms of POSITIVE COVENANT numbered 6 in the Plan:

- 7.1 The Owner of the Burdened Lot must obtain a Dual Water Supply Cross-Connection Audit Certificate of Compliance (as referred to in Ballina Shire Council's Dual Water Supply Plumbing Policy) in respect of the Burdened Lot from Ballina Shire Council before completing a contract for sale for the Burdened Lot.
- 7.2 This Positive Covenant only applies to the Burdened Lot if plumbing works have been installed upon the Burdened Lot.

## Name of Authority empowered to release, vary or modify the terms of the POSITIVE COVENANT numbered 6 in the Plan:

Ballina Shire Council

#### 8 Terms of POSITIVE COVENANT numbered 7 in the Plan:

The Owner of the Burdened Lot must:

(Sheet 12 of 16 sheets)

Plan of Subdivision of Lot 351 in Deposited Plan 1271493 covered by Subdivision Certificate:

No..... dated.....

- (a) affix effective insect screening to all doors, windows and other openings in all Habitable Dwellings constructed on the Burdened Lot;
- (b) where the Habitable Dwelling includes large openings which are impractical to effectively screen, for the room(s) which contain the opening – where the opening is closed, light and ventilation must be available to the room in accordance with the provisions of the Building Code of Australia via other openings that are effectively screened; and
- (C) affix effective and durable insect screening to all openings, including inspection openings and overflows of any rainwater tank on the Burdened Lot.

## Name of Authority empowered to release, vary or modify the terms of the POSITIVE COVENANT numbered 7 in the Plan:

Ballina Shire Council

#### 9 Terms of POSITIVE COVENANT numbered 8 in the Plan:

The Owner of the Burdened Lot must maintain, in perpetuity, the area identified as an inner protection area (IPA) as outlined in s 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.

### Name of Authority empowered to release, vary or modify the terms of the POSITIVE COVENANT numbered 8 in the Plan:

Ballina Shire Council

#### 10 Terms of RESTRICTION ON THE USE OF LAND numbered 9 in the Plan:

No plumbing may be installed on the Burdened Lot unless it has provision for recycled (nonpotable) water service plumbing and facilities in accordance with Ballina Shire Council's Dual Water Supply Plumbing Policy or any superseding document.

### Name of Authority empowered to release, vary or modify the RESTRICTION ON THE USE OF LAND numbered 9 in the Plan:

Ballina Shire Council

#### 11 Terms of POSITIVE COVENANT numbered 10 in the Plan:

Council Authorised Delegate

(Sheet 13 of 16 sheets)

- 11.1 The Owner of the Burdened Lot must maintain the 10 metres wide strip of land within the Burdened Lot that adjoins lots 401, 403-412 inlcusive and 414 in the Plan as a temporary asset protection zone (APZ) as outlined in s 4.1.3 and Appendix 5 of 'Planning for Bush Fire Protection 2006' and the NSW Rural Fire Service's document 'Standards for Asset Protection Zones'.
- 11.2 The terms of this Positive Covenant will cease to apply and the obligations will be released by the benefited Authority on the date that Owner of the Burdened Lot commences development of the Burdened Lot.

## Name of Authority empowered to release, vary or modify the POSITIVE COVENANT numbered 10 in the Plan:

Ballina Shire Council

(Sheet 14 of 16 sheets)

Plan:	Plan of Subdivision of Lot 351 in Deposited Plan 1271493 covered by Subdivision Certificate:		
	No dated		
<b>EXECUTED</b> by <b>INTRAPAC SKENNARS HEAD</b> <b>PTY LTD (ACN 609 488 780)</b> in accordance with section 127 of the <i>Corporations Act</i> 2001:	) ) )		
Signature of Director/Company Secretary	Signature of Director		
Name of Director/Company Secretary (Block Letters)	Name of Director (Block Letters)		
<b>EXECUTED</b> by <b>INTRAPAC SKENNARS HEAD</b> <b>PTY LTD (ACN 609 488 780)</b> by its duly appointed attorney under Power of Attorney Book No in the presence of:	) ) ) )		
Signature of Witness	Signature of Attorney		
Name of Witness	Name & Title of Attorney		

Address & Occupation of Witness

(Sheet 15 of 16 sheets)

Plan of Subdivision of Lot 351 in Deposited Plan 1271493 covered by Subdivision Certificate:

No..... dated.....

#### **EXECUTED** by **AUSTRALIA AND NEW** ) ZEALAND BANKING GROUP LIMITED by its ) duly appointed attorney under Power of ) Attorney Book ..... No. ..... in the ) presence of: ) ..... ..... Signature of Witness Signature of Attorney ..... ..... Name of Witness Name & Title of Attorney

Address & Occupation of Witness

Plan:

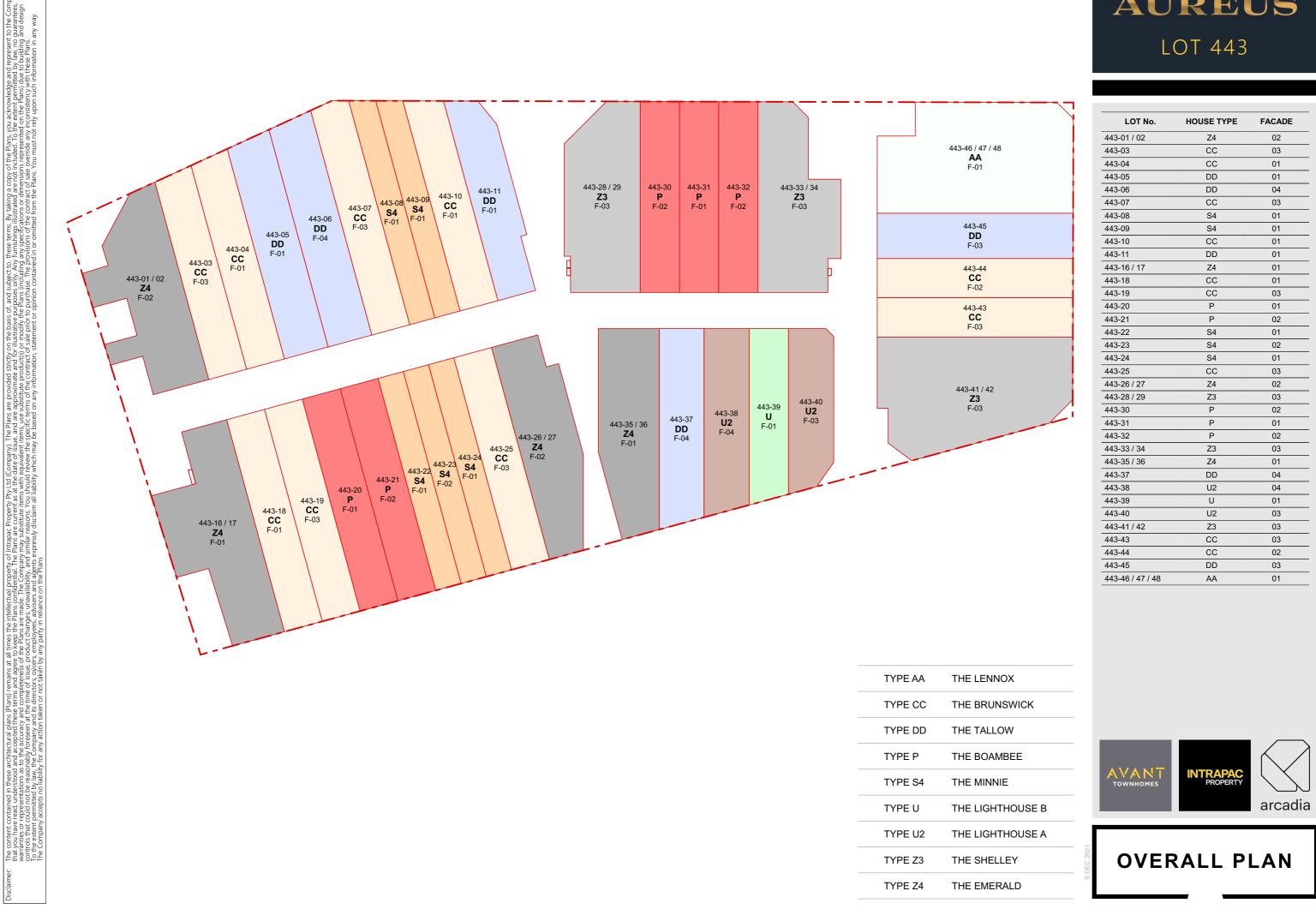
(Sheet	16	of	16	sheets)
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Plan:	Plan of Subdivision of Lot 351 in Deposited Plan 1271493 covered by Subdivision Certificate:	
	No	dated
<b>EXECUTED</b> by <b>BALLINA SHIRE COUNCIL</b> by ) its authorised delegate pursuant to s. 377 of the ) Local Government Act 1993 (NSW):	) )	I certify that I am an eligible witness and that the delegate signed in my presence:
		Witness Signature
Signature of Authorised Delegate		Name (Print)
Signature of Authonsed Delegate		Title:
Name of Authorised Delegate		Address:

Date:

Annexure D

**Floor Plan** 

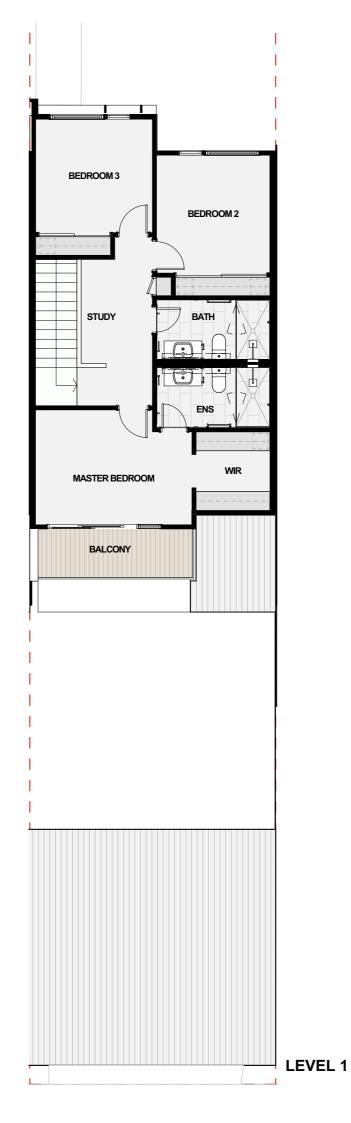




LOT No.	HOUSE TYPE	FACADE
443-01 / 02	Z4	02
443-03	CC	03
443-04	CC	01
443-05	DD	01
443-06	DD	04
443-07	CC	03
443-08	S4	01
443-09	S4	01
443-10	CC	01
443-11	DD	01
443-16 / 17	Z4	01
443-18	CC	01
443-19	CC	03
443-20	Р	01
443-21	Р	02
443-22	S4	01
443-23	S4	02
443-24	S4	01
443-25	CC	03
443-26 / 27	Z4	02
443-28 / 29	Z3	03
443-30	Р	02
443-31	Р	01
443-32	Р	02
443-33 / 34	Z3	03
443-35 / 36	Z4	01
443-37	DD	04
443-38	U2	04
443-39	U	01
443-40	U2	03
443-41 / 42	Z3	03
443-43	CC	03
443-44	CC	02
443-45	DD	03
443-46 / 47 / 48	AA	01









### 3 BEDROOM

### 2 CAR SPACES

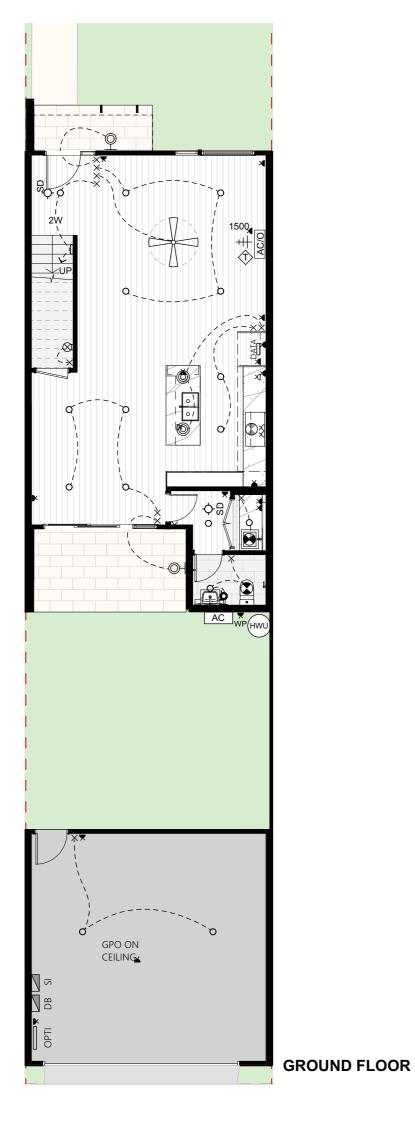
NSA	
GROUND FLOOR	70
LEVEL 1	67
	137 m²
GFA	
BALCONY	5
GARAGE	40
GROUND FLOOR	70
LEVEL 1	67
PORCH	4
TERRACE	9
	195 m²



# 17 DEC 2021

### PLAN







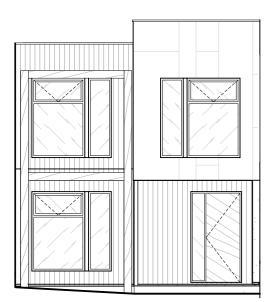
LEVEL 1



	] DISTRIBUTION E ] SOLAR INVERTE	
	INTERNET SUPF	PLY POINT
	[+ DEDICATED G MODEM/ROUTE [+ DEDICATED G	R POINT
SDÓ	SMOKE DETECT	•
	SINGLE GPO DOUBLE GPO	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. 800mm ABOVE FFL FOR ROOF DECK & BALCONY
		WP = W/PROOF15A = 15 AMP
×	SWITCH	
DX	SWITCH WITH D	IMMER
, <sup>2W</sup> , ,	2 WAY SWITCH	
	MOTION / LIGHT	SENSOR
O LT- OE	01 L.E.D. DOWNL E - FOR EXTERN	
© LT-	02 PENDANT /ST KITCHEN BEN	
<b></b> LT.	-03 KITCHEN L.E. BELOW ISLAN	
🗆 LT-	04 STAIR LIGHT	
⊨● LT-	-05 WALL LIGHT - NOM. 2200 ABO	
● LT-		LIGHT FIRE RATED
Q	FIRE RATED WIT	
	_	
	08 ROOF DECK	
HO) LT-	-09 WALL LIGHT - NOM. 2200 ABO	
	-10 WALL LIGHT - NOM. 1950 ABO	INTERNAL VE F.L.
	CEILING EXHAU	STFAN
	CEILING EXHAU	ST FAN <u>+ DOWNLIGHT</u>
+		
+	TELEVISION POINT*	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TV ANTENNA AND CABLE TV
$\Diamond$	CAT 6 CABLE	200mm ABOVE F.L. UNLESS NOTED OTHERWISE.
	POINT *	* OUTLET TO ALLOW FOR TELEPHONE AND DATA
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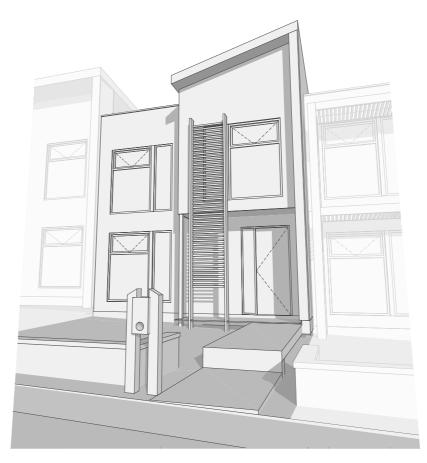
FACADE 01 ELEVATION





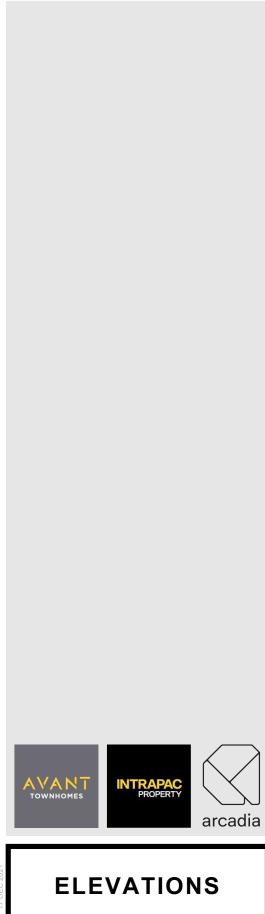


FACADE 02 ELEVATION



FACADE 02 3d IMAGE



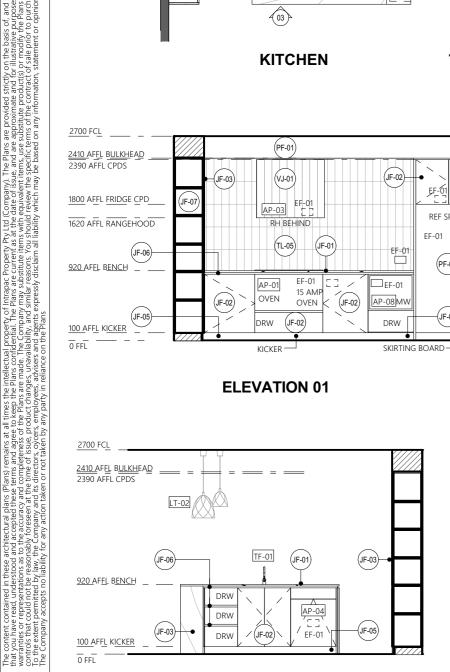


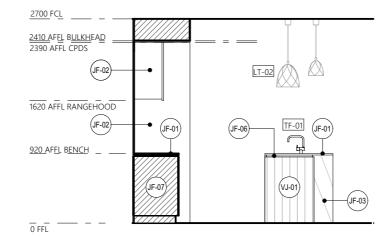
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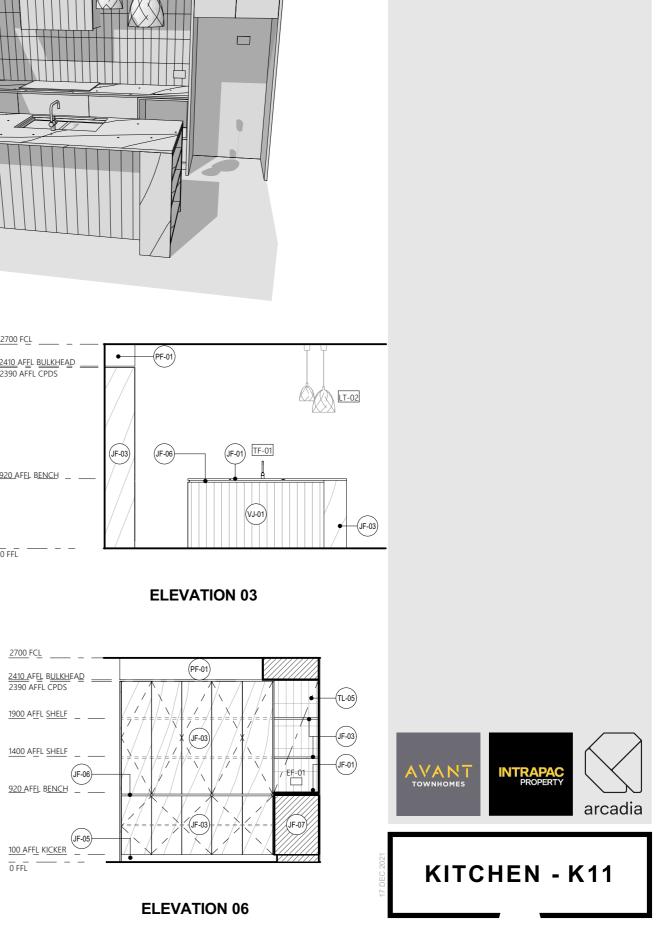
#### **ELEVATION 04**

#### **ELEVATION 05**

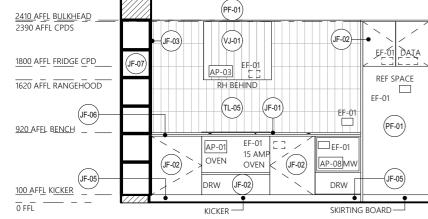
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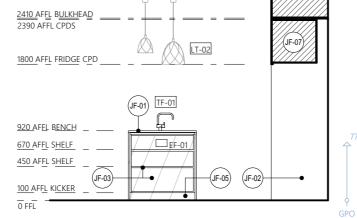




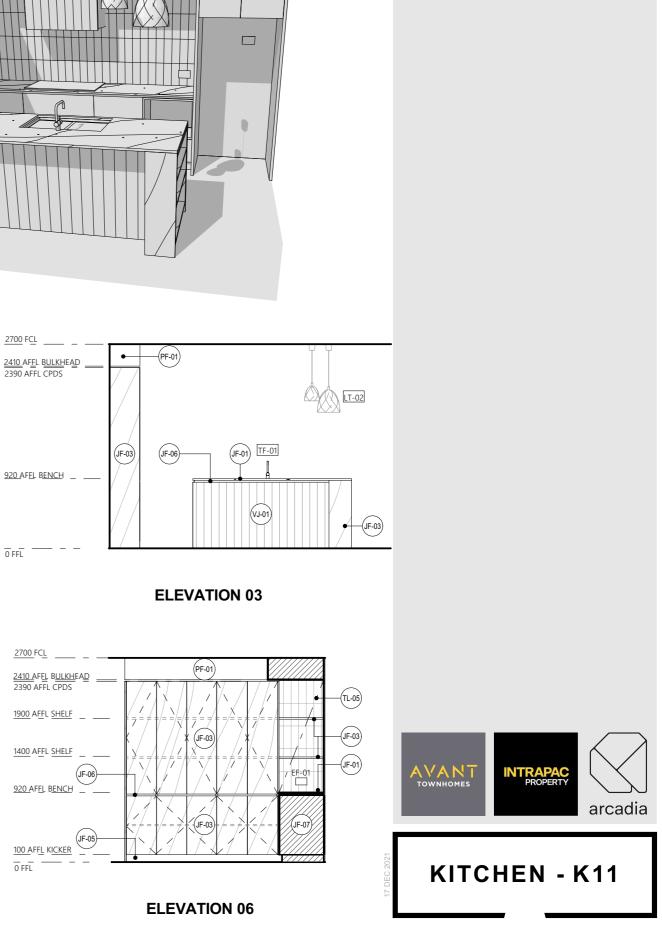


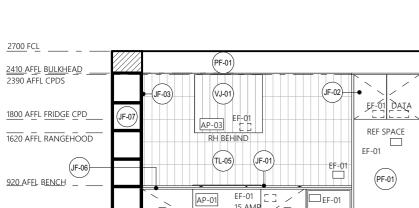




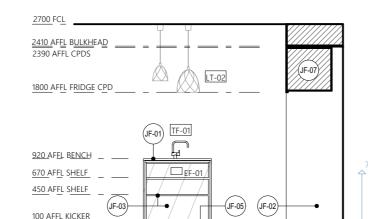


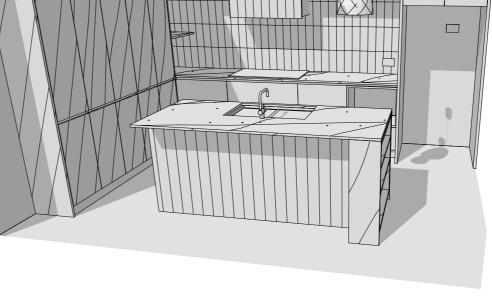
**ELEVATION 02** 

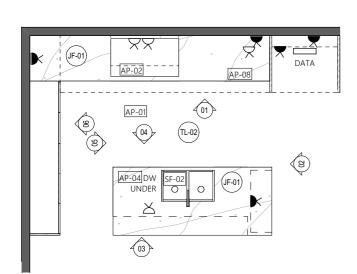




**KITCHEN** 

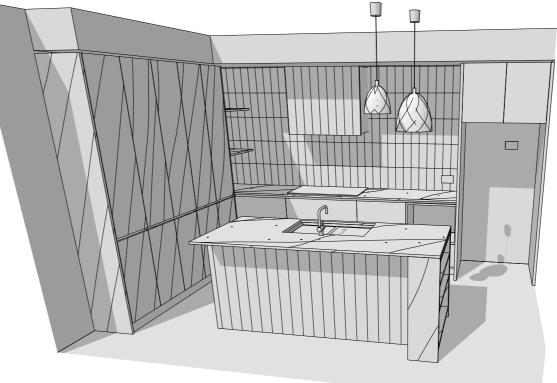




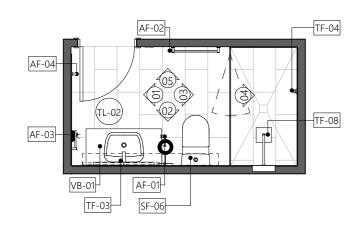


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ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com with Any furnishings illustrated are not included. To the extent pertited by law, no guarantees, (including any specifications or dimensions represented on the Plans) due to building and design ase. The powarons of the contract of sale overhide any inconsistency with these Plans, is contained in or omitted from the Plans. You must not rely upon such information in any way.

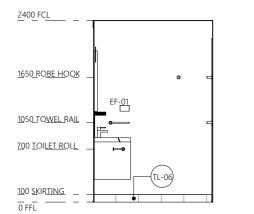


# AUREUS THE BOAMBEE



BATHROOM

1:50



**ELEVATION 01** 

I intrapac Property Pty Ltd (Company). The Plana are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com Plans are current as at the date of issue, and are approximate and for illustrative purposes only. Any furnishing illustrative included. To the are approximated by law, no guarantees, may substitute items with equivalent items, use substitute product(s) or modify the Plans (including any specifications or dimensions represented on the Plans) due to building and design similar reasons. You should review the specific terms of the contract of sale prior to purchase. The provisions of the contract of sale overlide any inconsistency with these Plans. symessy disclaim all liability which may be based on any information, statement or opinion contained in or omitted from the Plans. You must not rely upon such information in any way.

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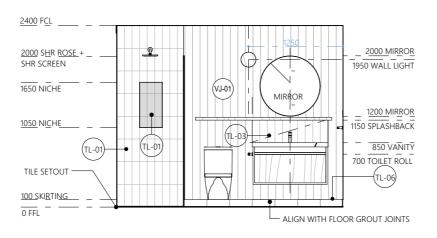
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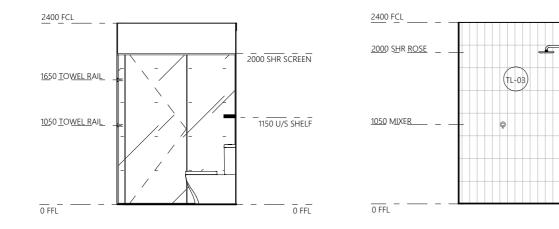
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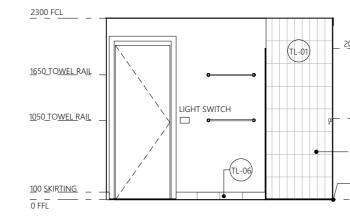
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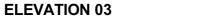
### **ELEVATION 02**

\_ TILE SETOUT

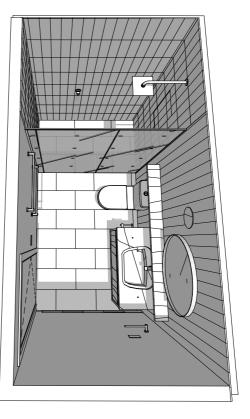














2000 SHR SCREEN

1050 MIXER SAME TILE FOR BOTH COLOUR SCHEMES

- TILE SETOUT

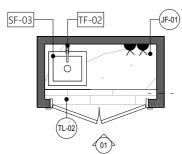


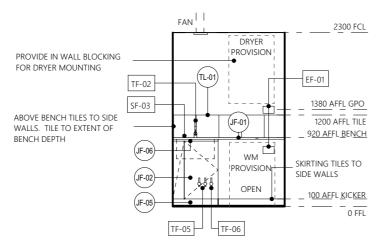


### BATH B08

#### LAUNDRY

1:50

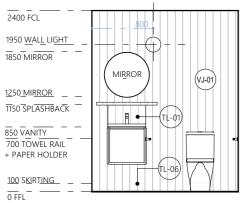


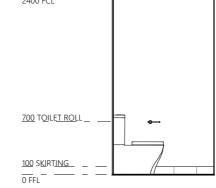


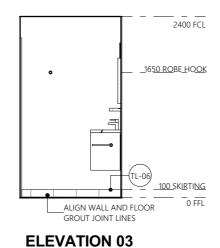
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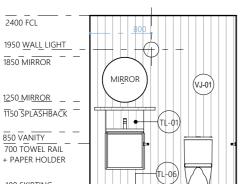
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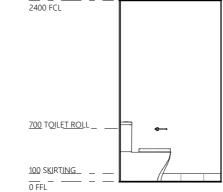
#### **ELEVATION 01**



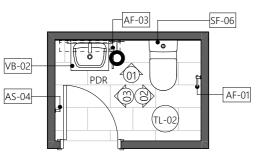






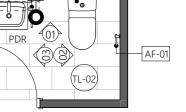






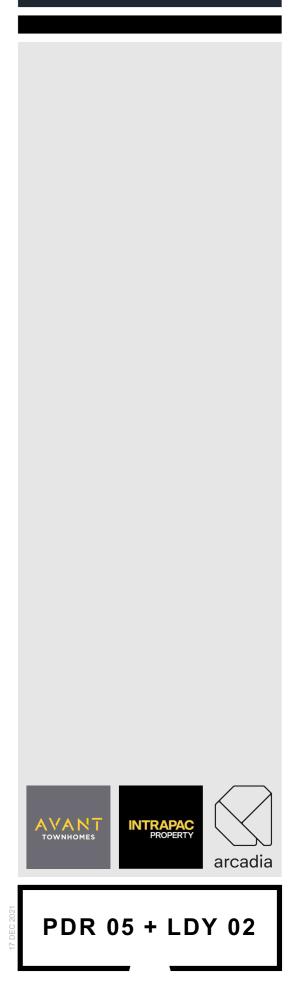
POWDER 1:50





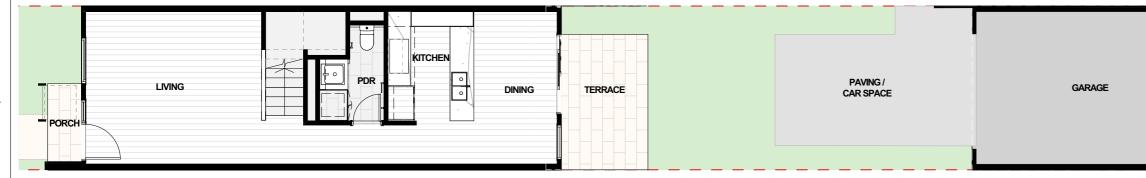








### **GROUND FLOOR**



LEVEL 1

\_



2 BEDROOM

### 2 CAR SPACE

NSA	
FIRST FLOOR	51
GROUND FLOOR	55
	106 m²
GFA	
FIRST FLOOR	51
GARAGE	27
GROUND FLOOR	55
PORCH	2
TERRACE	8
	143 m²

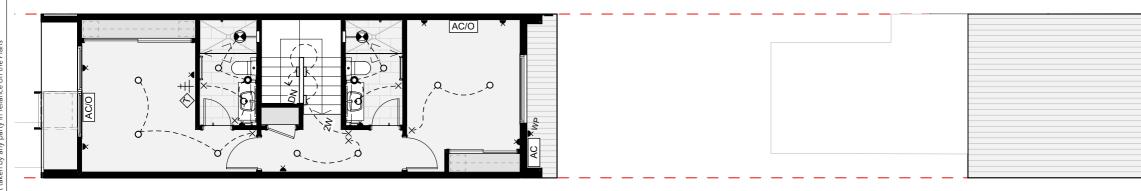


PLAN





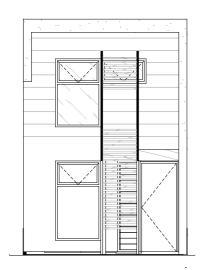








DB 📐	DISTRIBUTION E	BOARD	
si 📐	SOLAR INVERTE	R	
	INTERNET SUPF		
DATA	MODEM/ROUTE		
	[+ DEDICATED G	· •	
SDQ-	SMOKE DETECT		
	SINGLE GPO DOUBLE GPO	200mm ABOVE F.L. UNLESS NOTED OTHEF 800mm ABOVE FFL FOF ROOF DECK & BALCON WP = W/PROOF15A = 19	Y
×	SWITCH		
DX	SWITCH WITH D	IMMER	
, <sup>2W</sup> , ,	2 WAY SWITCH		
*	MOTION / LIGHT	SENSOR	
O LT-0 OE	01 L.E.D. DOWNL E - FOR EXTERN		
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🗆 LT-	04 STAIR LIGHT		
<b>-●</b> LT-	05 WALL LIGHT -		
• LT-	NOM. 2200 ABO	LIGHT FIRE RATED	
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LT-	08 ROOF DECK	EXTERNAL L.E.D.	
₩ LT-	09 WALL LIGHT -		
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	RANGEHOOD EX	KHAUST	
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AC	AIR CON CONDE	ENSOR UNIT	
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	MOUNTED JUST BE CENTRED ON WALL	LOW CORNICE	
HWS	HOT WATER SEP	RVICE	
	SKYLIGHT		
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		RAPAC PROPERTY are	cadia
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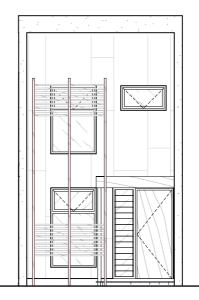


FACADE 01 ELEVATION

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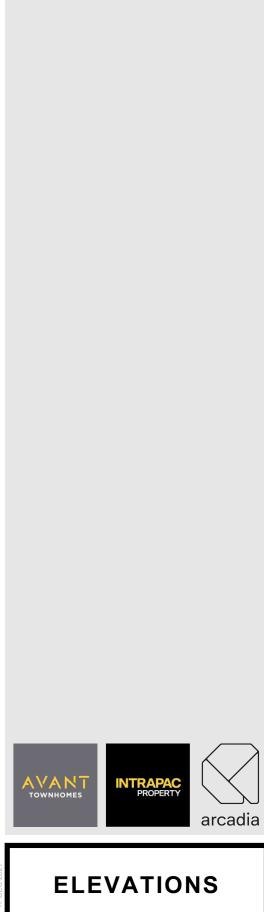


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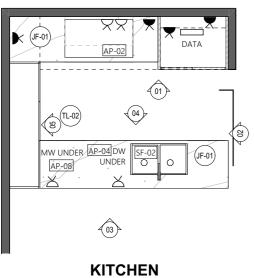


FACADE 02 3d IMAGE





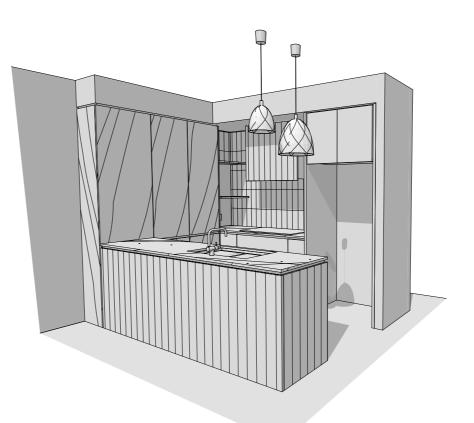
7 DEC 2021

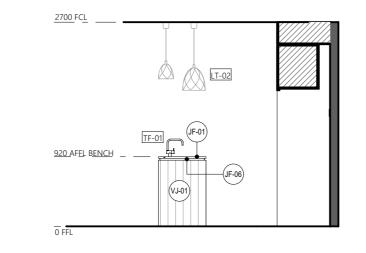


ctual property of Intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com condidential. The Plans are current as at the date of issue and are approximate and for illustrative burgoese only. Any furnishings illustrated are not included. To the actent pertited by law on guarantees the The Company may substitute items with equivalent items, use substitute product(s) or modify the Plans, (Including any specifications or informations represented on the Plans) due to building and design availability, and similar reasons. You should review the specific terms of the contract of sale prior to purchase. The provisions of the contract of sale ownide any inconsistency with these Plans. The provident effect of states and any information, statement or opinion contained in or mitted from the Plans. You must not rely upon such information in any way.

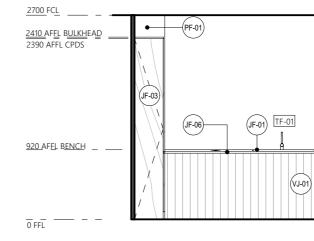
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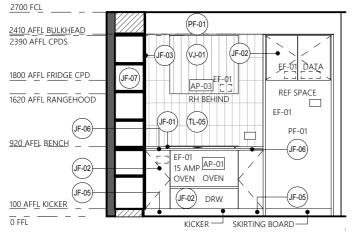




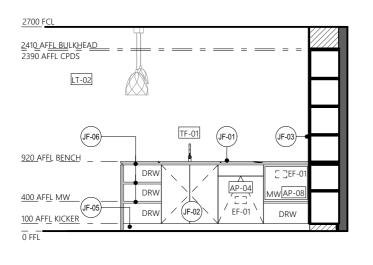
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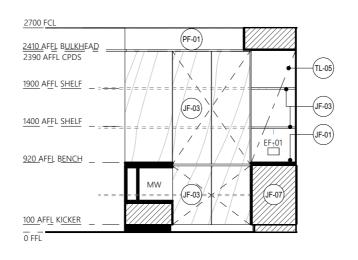






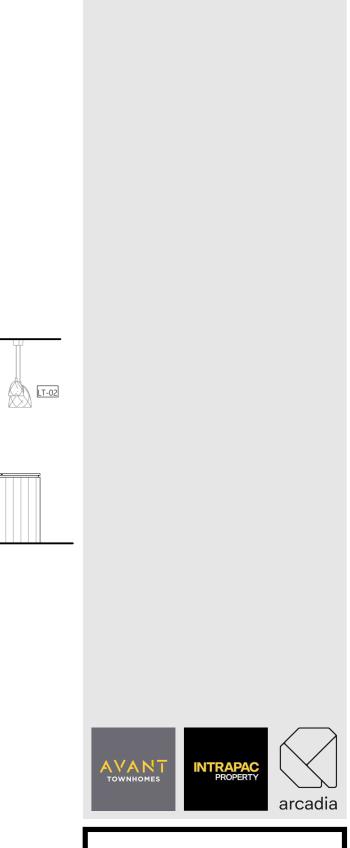
**ELEVATION 01** 





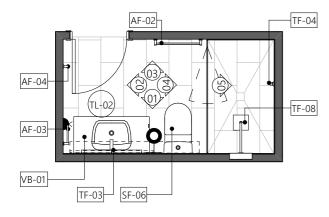
#### **ELEVATION 05**





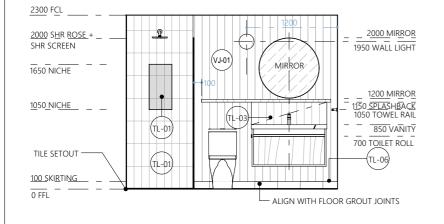
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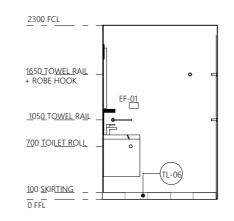
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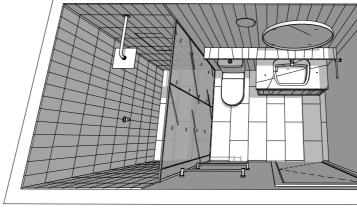


**BATHROOM + ENSUITE** 

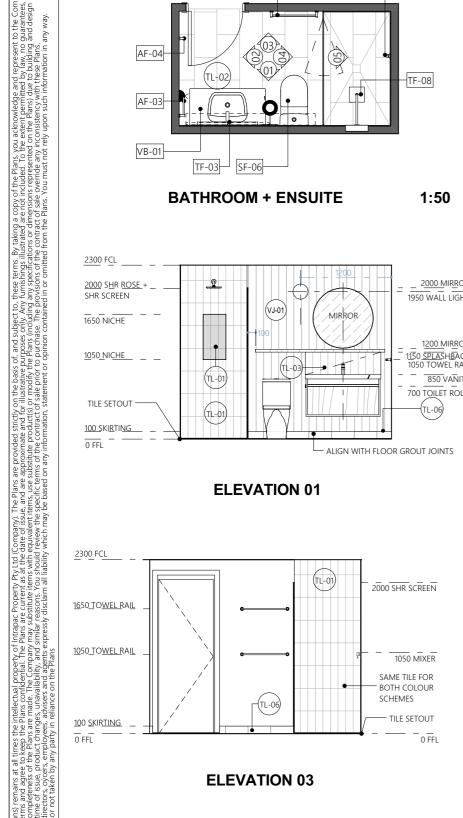
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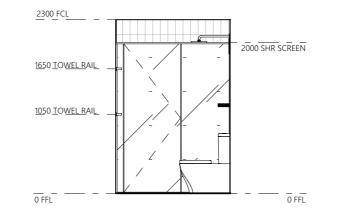




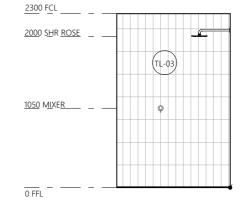
**ELEVATION 03** 

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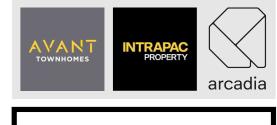


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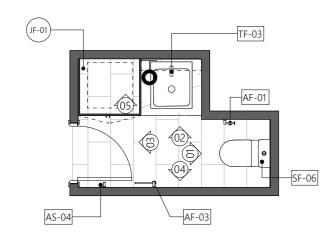
**ELEVATION 05** 

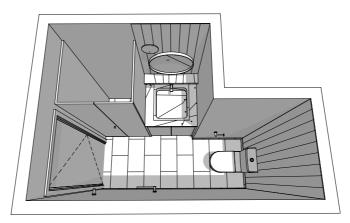






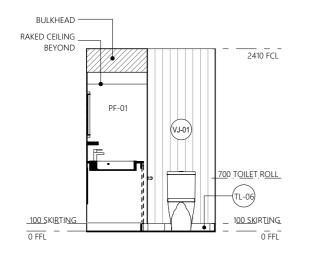
**BATH + ENS B11** 





**POWDER + LAUNDRY** 

1:50

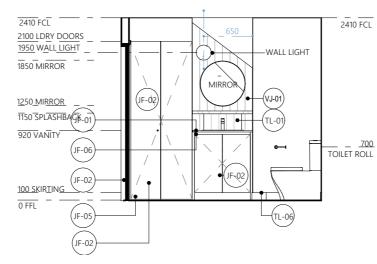


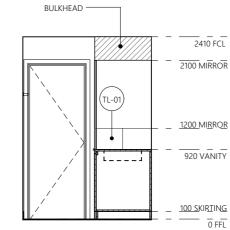
Intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com Plans are current as at the date approximate and for literative purcesse only. Any fumilians illustrated are provided the approximate and the prosess of the plans is a substitute items with equivalent items, use substitute product(s) or modify the Plans (including any specifications or dimensions represented on the Plans) due to building and design similar reasons. You should new with these Plans of the contract of sale prior to purchase. The provisions of the contract of sale provi to purchase. The provisions of the contract of sale provi to purchase. The provisions of the contract of sale provi to purchase. The provisions of the contract of sale provi to purchase. The provisions of the contract of sale provi to purchase. The provisions of the contract of sale provi to purchase. The provisions of the contract of sale provi to purchase. The provisions of the contract of sale provi to purchase. The provisions of the contract of sale provi to purchase. The provisions of the contract of sale provi to purchase.

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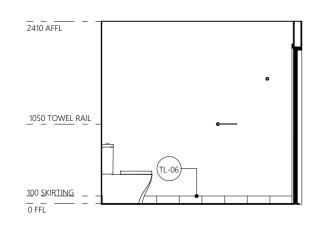


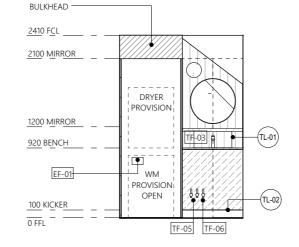






**ELEVATION 03** 





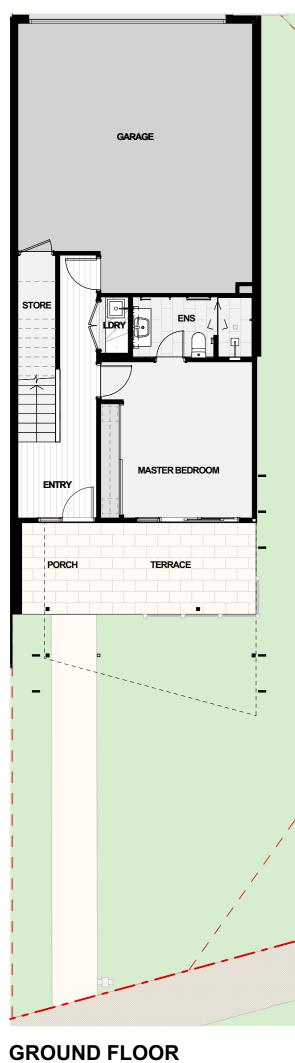
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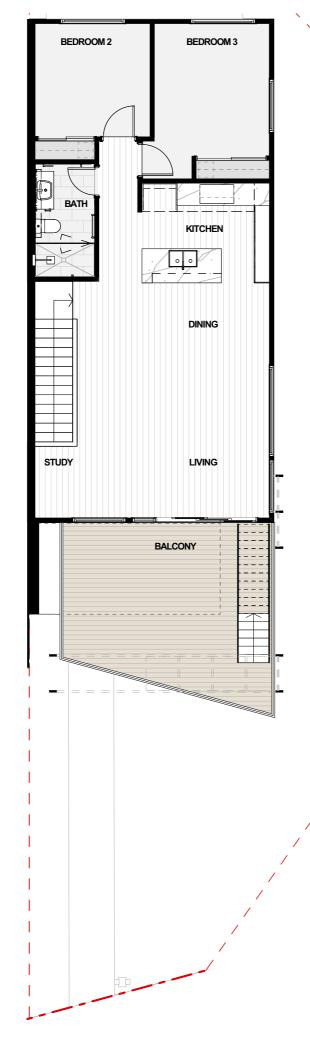


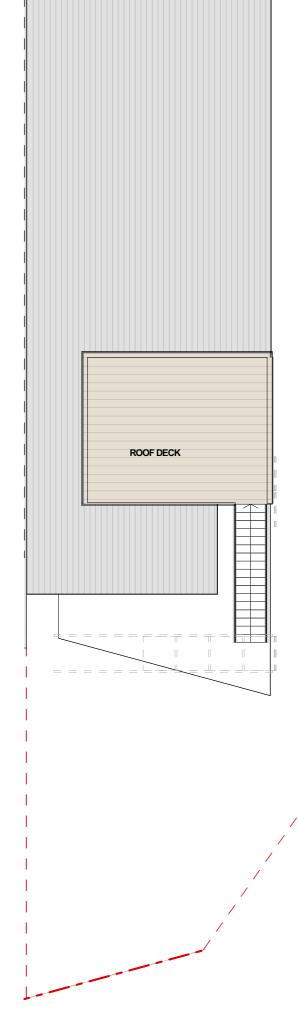


PDR + LDRY 07









LEVEL 1

**ROOF DECK** 

## AUREUS THE LIGHTHOUSE

FACADE 3

Δ

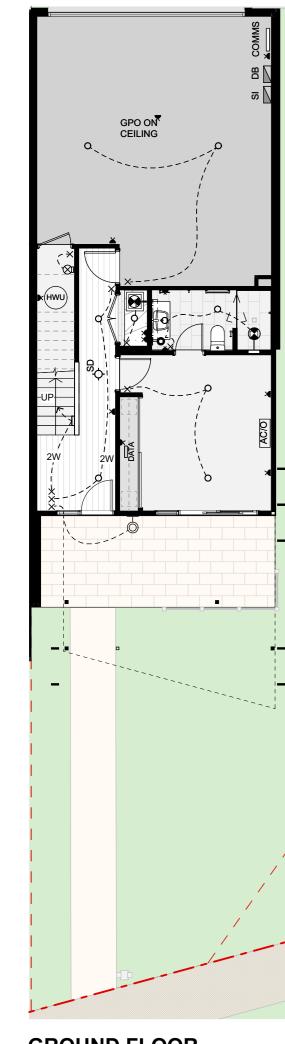
3 BEDROOM

### 2 CAR SPACE

NSA	
FIRST FLOOR	86
GROUND FLOOR	42
	128 m²
GFA	
BALCONY	25
FIRST FLOOR	86
GARAGE	44
GROUND FLOOR	42
PORCH	6
ROOF DECK	20
TERRACE	11
	234 m²



### PLAN



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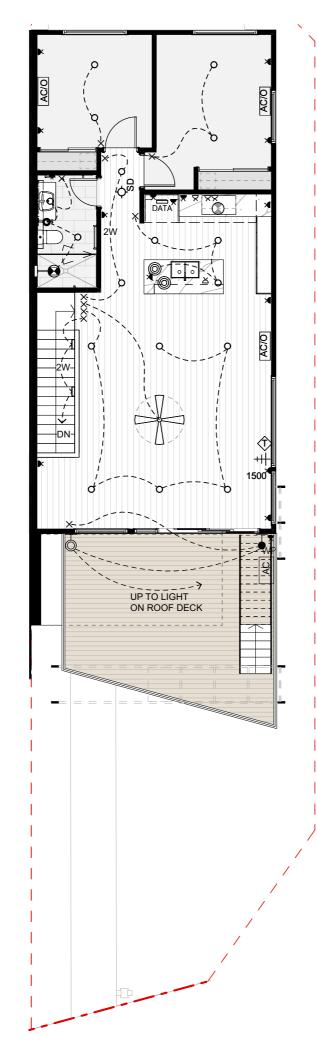
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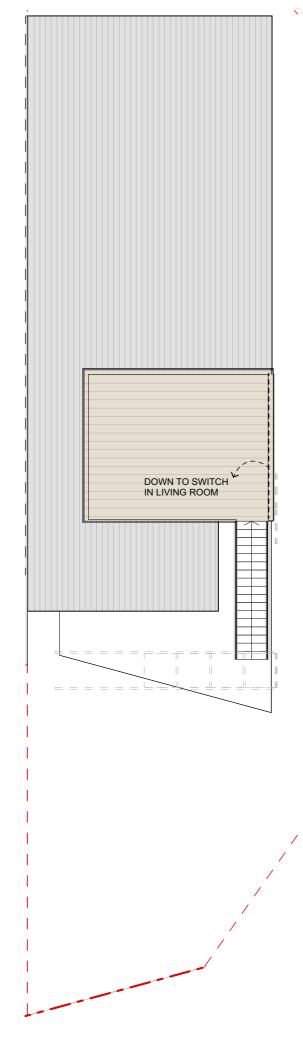
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**GROUND FLOOR** 

LEVEL 1

**ROOF DECK** 

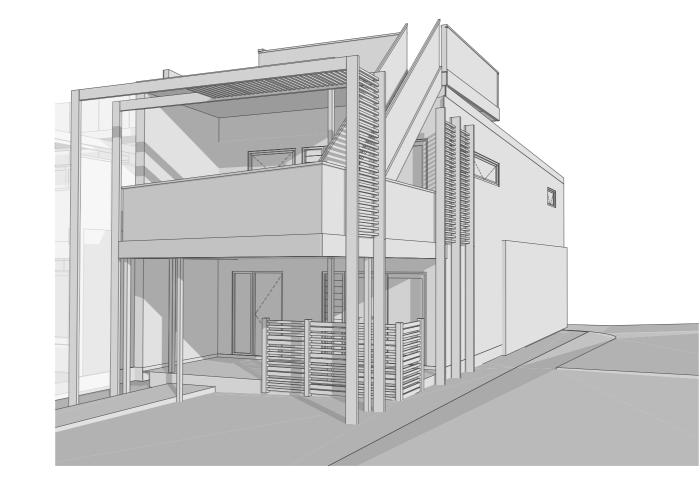
# AUREUS THE LIGHTHOUSE

#### FACADE 3

DB	DISTRIBUTION	BOARD
	SOLAR INVERT	ER
	INTERNET SUP [+ DEDICATED (	
	MODEM/ROUTE	
SDÓ	SMOKE DETEC	TOR
<u>ب</u>	SINGLE GPO	
	DOUBLE GPO	UNLESS NOTED OTHERWISE. 800mm ABOVE FFL FOR ROOF DECK & BALCONY WP = W/PROOF 15A = 15 AMP
×	SWITCH	WF - W/FROOF 15A - 15 AMF
DX	SWITCH WITH D	DIMMER
, <sup>2W</sup> , ,	2 WAY SWITCH	
	MOTION / LIGH	
O LT- OE	01 L.E.D. DOWNI E - FOR EXTERN	
© LT-	02 PENDANT /ST KITCHEN BEN	RIP LIGHT OVER NCH
<b></b> LT.	03 KITCHEN L.E BELOW ISLA	
- LT-	04 STAIR LIGHT	
⊢● LT-	-05 WALL LIGHT NOM, 2200 ABO	
• LT-		LIGHT FIRE RATED TH FIRE COVER
🛛 LT-		PBOARD OR ROOF
	08 ROOF DECK	EXTERNAL L.E.D.
⊢© lt	09 WALL LIGHT	
<b>⊦O</b> LT-	NOM. 2200 ABO	
	NOM. 1950 ABO	
		JST FAN <u>+ DOWNLIGHT</u>
$\odot$	RANGEHOOD E	XHAUST
+	TELEVISION POINT*	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TV ANTENNA AND CABLE TV
$\Diamond$	CAT 6 CABLE POINT *	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TELEPHONE AND DATA
AC	AIR CON COND	ENSOR UNIT
AC/O	AIR CON OUTLE	
	- MOUNTED JUST BE - CENTRED ON WAL	
HWS	HOT WATER SE	RVICE
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FACADE 3

3 BEDROOM 2 CAR SPACE

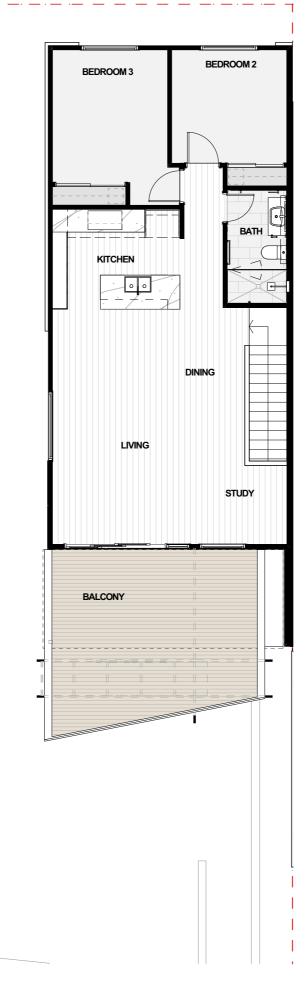


### ELEVATIONS

EC 2024







**GROUND FLOOR** 

LEVEL 1

### AUREUS THE LIGHTHOUSE Δ

FACADE 4

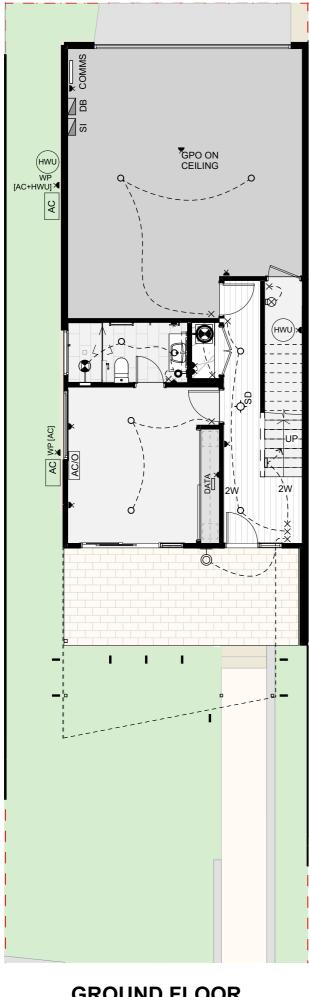
#### 3 BEDROOM

#### 2 CAR SPACE

NSA	
FIRST FLOOR	86
GROUND FLOOR	42
	128 m²
GFA	
ALFRESCO	11
BALCONY	25
FIRST FLOOR	86
GARAGE	44
GROUND FLOOR	42
PORCH	6
	214 m²



### PLAN



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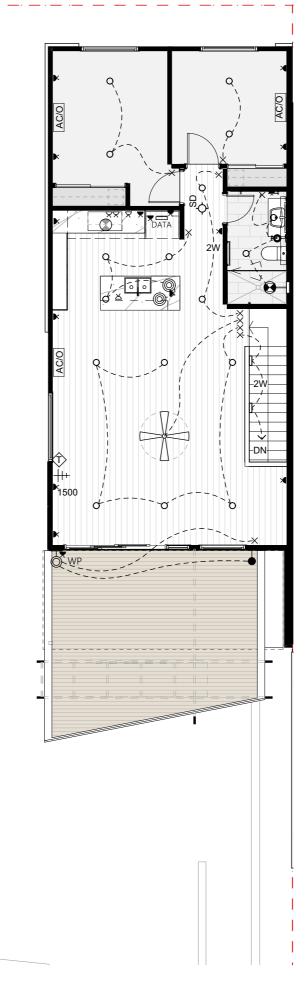
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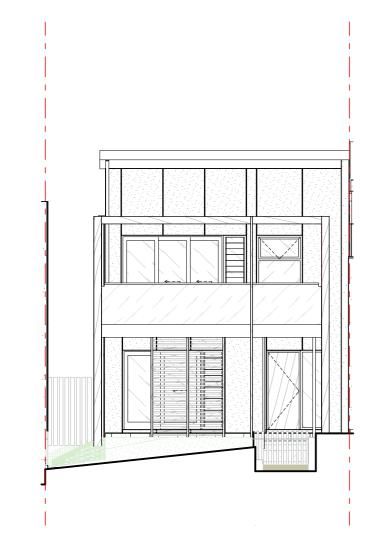


**GROUND FLOOR** 

LEVEL 1

### AUREUS THE LIGHTHOUSE А

	DISTRIBUTION		
	SOLAR INVERTE	ER	
	INTERNET SUPP [+ DEDICATED G		
	MODEM/ROUTE		
SDØ	SMOKE DETECT	-	
₹	SINGLE GPO DOUBLE GPO	200mm ABOVE F.L UNLESS NOTED C 800mm ABOVE FFI ROOF DECK & BA	THERWISE. L FOR
X	SWITCH	WP = W/PROOF15	A = 15 AMP
	SWITCH WITH D	IMMER	
, <sup>2W</sup> , ,	2 WAY SWITCH		
<b>.</b>	MOTION / LIGHT 01 L.E.D. DOWNL		
OE	E - FOR EXTERN		
© LT-1	02 PENDANT /ST KITCHEN BEN		
LT-	03 KITCHEN L.E. BELOW ISLAN		
- LT-	04 STAIR LIGHT		
-● LT-	05 WALL LIGHT - NOM. 2200 ABO		
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	07 LIGHT IN CUF		۶F
	08 ROOF DECK	EXTERNAL L.E.D	
₩Ω LT-	09 WALL LIGHT - NOM. 2200 ABO		
<b>⊦O</b> lt-	10 WALL LIGHT - NOM. 1950 ABO	INTERNAL	
	CEILING EXHAU		
	CEILING EXHAU	IST FAN <u>+ DOWN</u>	<u>LIGHT</u>
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$\Diamond$	CAT 6 CABLE POINT *	200mm ABOVE F.L UNLESS NOTED C * OUTLET TO ALLO TELEPHONE AND	otherwise. Dw for
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	MOUNTED JUST BE		
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F	LECT	RICA	1
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FACADE 4

3 BEDROOM 2 CAR SPACE



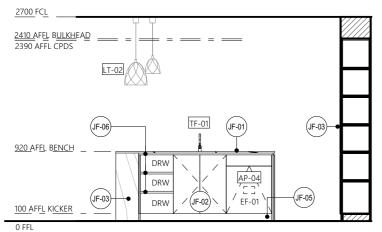
### ELEVATIONS

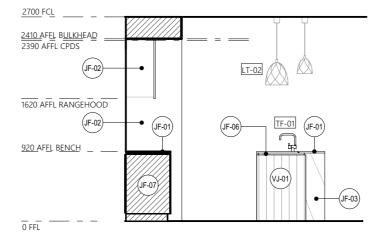


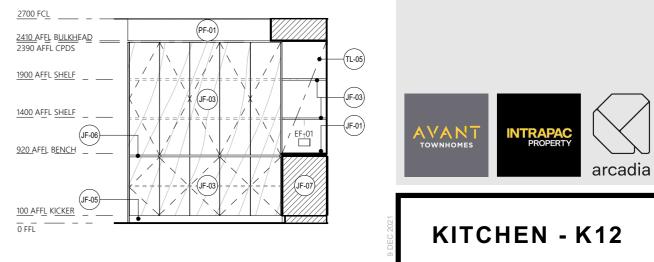


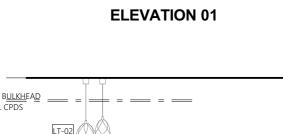
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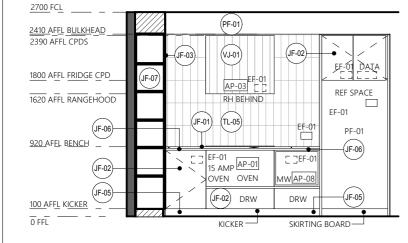
**ELEVATION 03** 

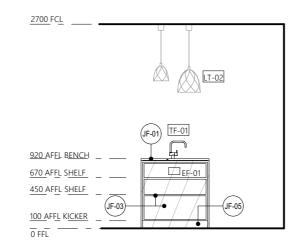




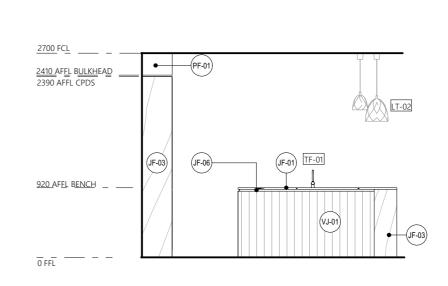


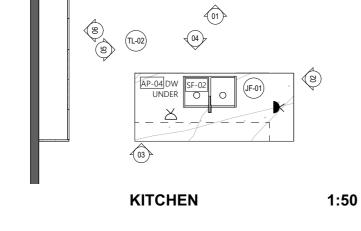






**ELEVATION 02** 



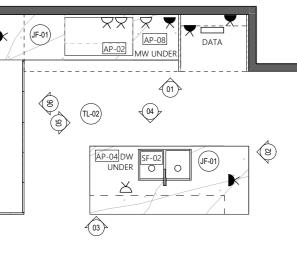


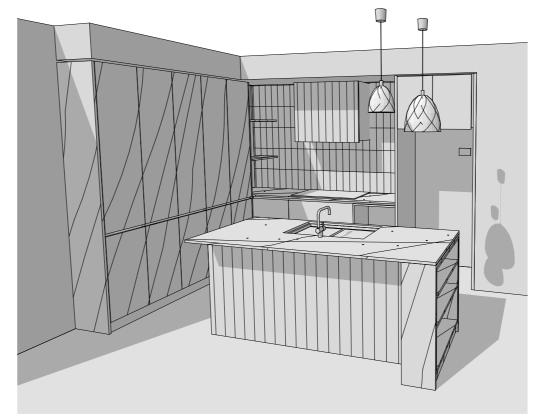
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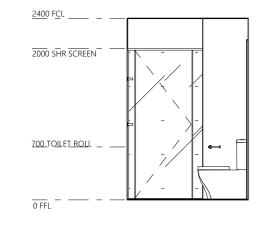
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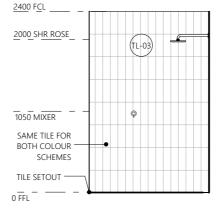


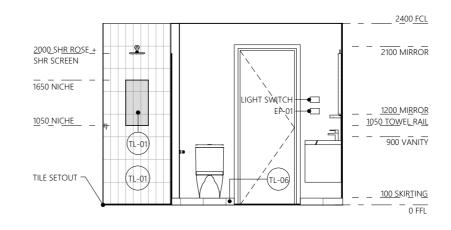


AUREUS THE LIGHTHOUSE А

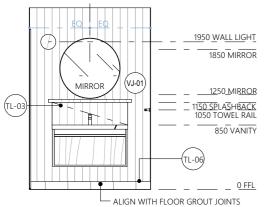


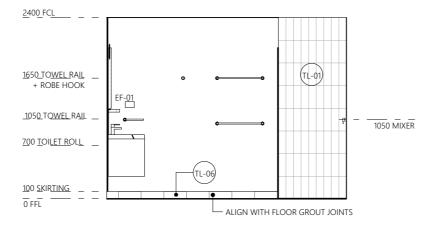


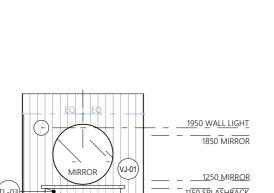


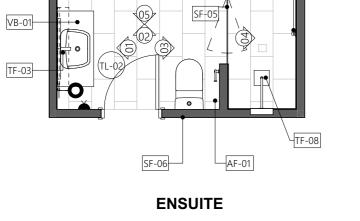








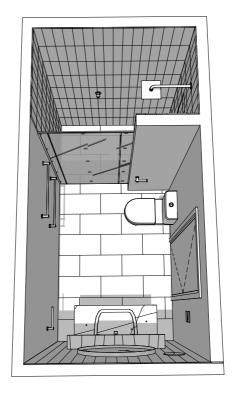




TF-04

AF-04 AF-02

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#### **ELEVATION 02**

#### **ELEVATION 04**

#### **ELEVATION 05**

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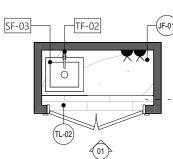
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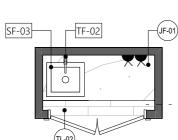
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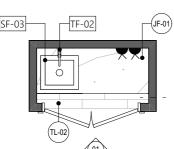
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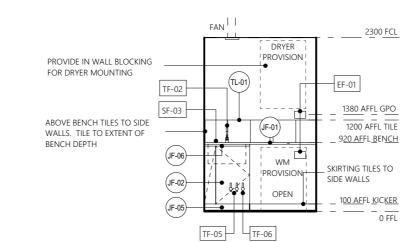
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#### **ELEVATION 01 (LAUNDRY L02)**

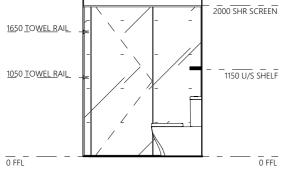




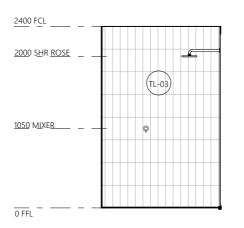


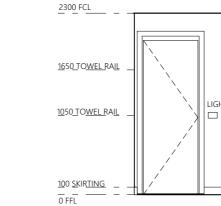


#### **ELEVATION 04 (BATH B08)**

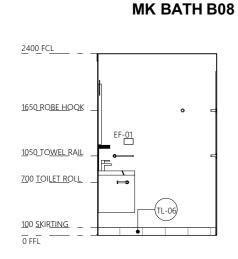


**ELEVATION 03 (BATH B08)** 





### **ELEVATION 01 (BATH B08)** 2400 FCL



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AF-01

SF-06

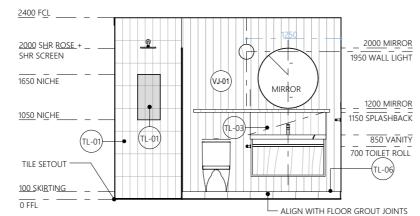
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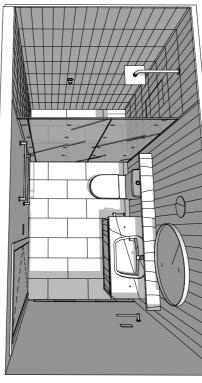
VB-01

TF-03

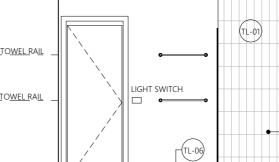
AF-04

AF-03



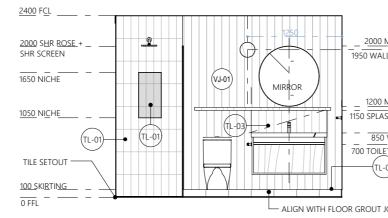


#### BATH B08 - 3D VIEW



### **ELEVATION 05 (BATH B08)**

**ELEVATION 02 (BATH B08)** 







2000 SHR SCREEN

1050 MIXER

SAME TILE FOR BOTH COLOUR SCHEMES

TILE SETOUT

0 FFL

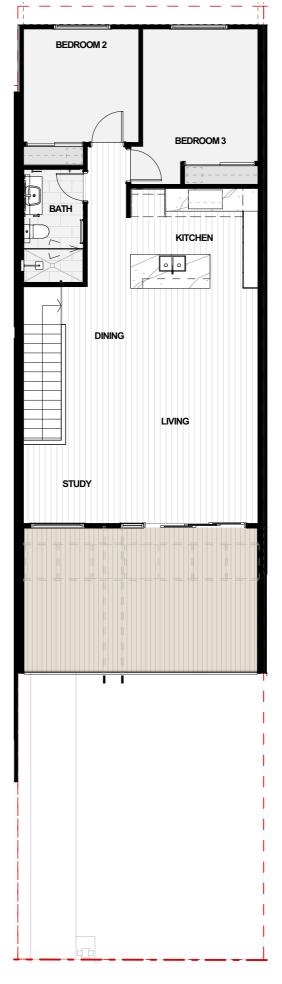


**BATH B08 + LDY 02** 









**GROUND FLOOR** 

LEVEL 1

### AUREUS THE LIGHTHOUSE B

FACADE 1

#### 3 BEDROOM

#### 2 CAR SPACE

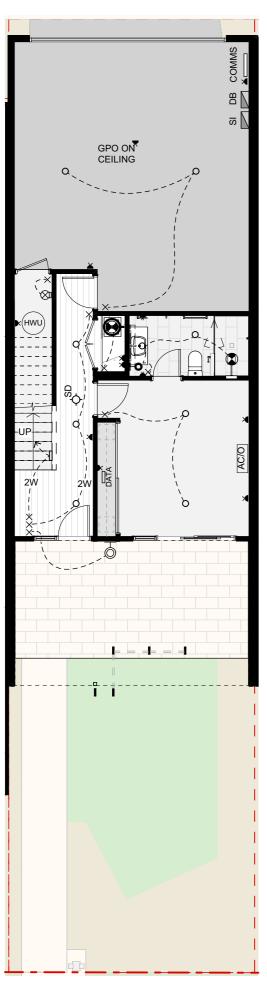
NSA	
FIRST FLOOR	86
GROUND FLOOR	42
	128 m²
GFA	
FIRST FLOOR	86
GARAGE	44
GROUND FLOOR	42
	172 m²

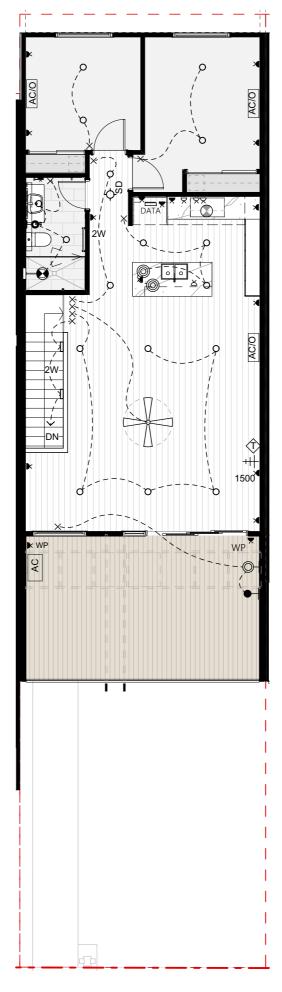


### PLAN

1000 001







**GROUND FLOOR** 

LEVEL 1

### AUREUS THE LIGHTHOUSE B

	BOARD
	PLY POINT
	ER POINT
	<u> </u>
SDQ SMOKE DETEC 人 SINGLE GPO	200mm ABOVE F.L.
	UNLESS NOTED OTHERWISE.
—	800mm ABOVE FFL FOR ROOF DECK & BALCONY
	WP = W/PROOF15A = 15 AMP
× SWITCH	
DX SWITCH WITH D	DIMMER
2 WAY SWITCH ر	
* MOTION / LIGH	T SENSOR
O LT-01 L.E.D. DOWN	
OE E - FOR EXTERM	VAL SOFFITS
LT-02 PENDANT /ST KITCHEN BEN	TRIP LIGHT OVER NCH
LT-03 KITCHEN L.E BELOW ISLA	
😐 LT-04 STAIR LIGHT	
- LT-05 WALL LIGHT	- EXTERNAL
NOM. 2200 ABO	
<ul> <li>LT-06 L.E.D. DOWN FIRE RATED WI</li> </ul>	ILIGHT FIRE RATED
S LT-07 LIGHT IN CUR	PBOARD OR ROOF
LT-08 ROOF DECK	EXTERNAL L.E.D.
HO LT-09 WALL LIGHT	- EXTERNAL
NOM. 2200 ABO	VE F.L.
LT-10 WALL LIGHT NOM. 1950 ABO	
CEILING EXHAL	
	JST FAN <u>+ DOWNLIGHT</u>
+ TELEVISION	200mm ABOVE F.L.
+ POINT*	UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TV ANTENNA AND CABLE TV
CAT 6	200mm ABOVE F.L.
CABLE POINT *	UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR
	TELEPHONE AND DATA
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AC/O AIR CON OUTLE	ET
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FOR FURTHER DETAILS F ELECTRICAL ITEMS - REF KITCHEN / BATHROOM / E	ER TO
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	PROPERTY
	arcadia
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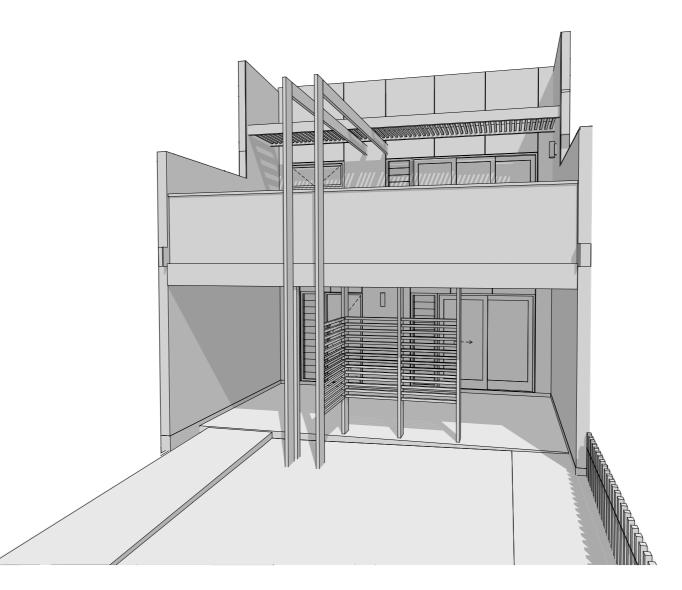
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### AUREUS THE LIGHTHOUSE B

FACADE 1

3 BEDROOM

2 CAR SPACE



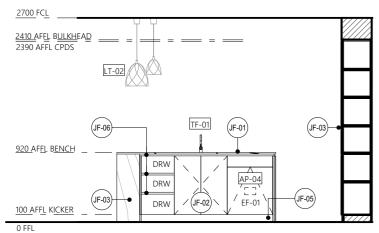
### ELEVATIONS

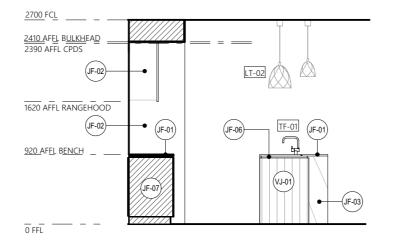
LC 2021

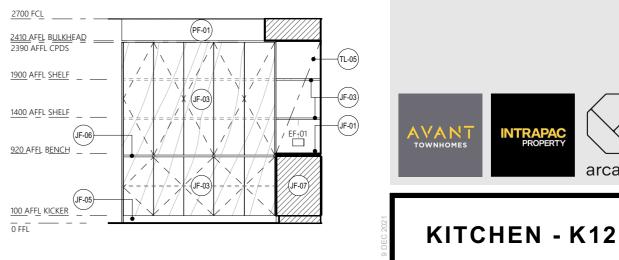


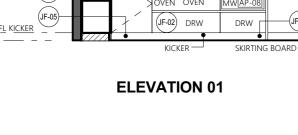


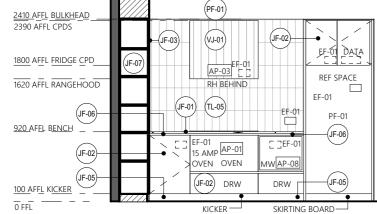
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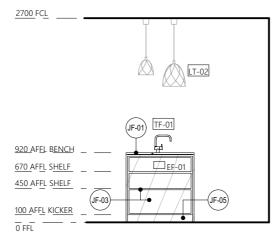


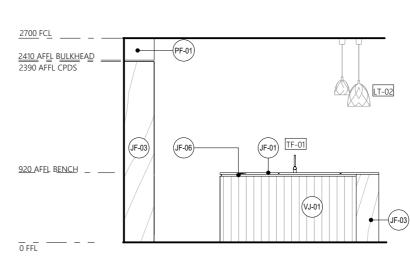


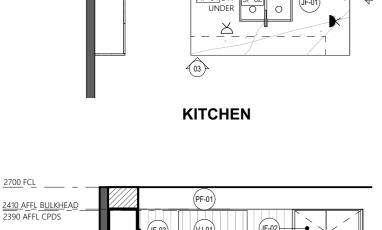












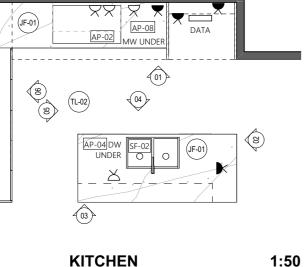
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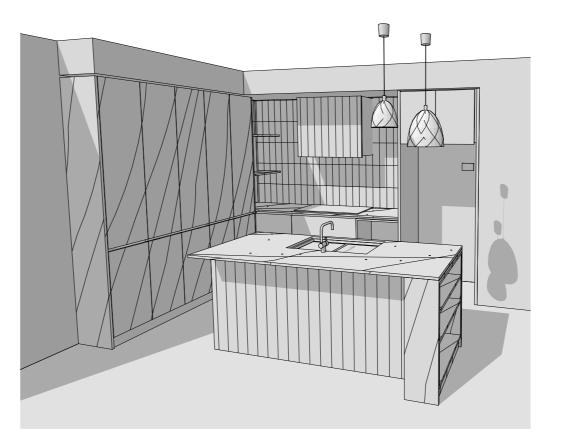
ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com conty. Any furnishings illustrated are not included. To the extent perimed by law, no guarantees, (including any specifications or dimensions represented on the Plans) due to building and design ase. The provisions of the contract of sale override any inconsistency with these Plans, is contained in or omitted from the Plans. You must not rely upon such information in any way.

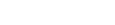
he intellectual property of Intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and the Plans confidential. The Plans are current as at the date of issue, and are approximate and for illustrative purposes as are made. The Company may substitute items with equivalent items, use substitute product(s) or modify the Plans anges, unavailability, and similar reasons. You should review the specific terms of the contract of sale prior to purfy resistance on the Plans.

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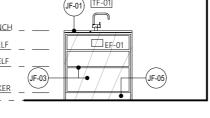
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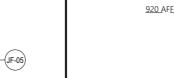






**ELEVATION 02** 



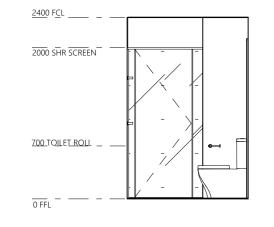




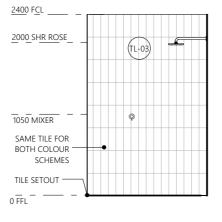
**ELEVATION 03** 

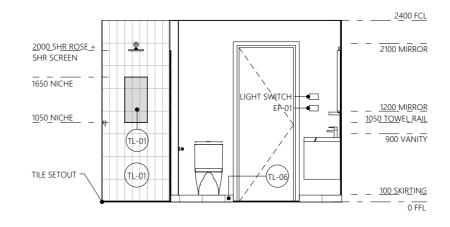


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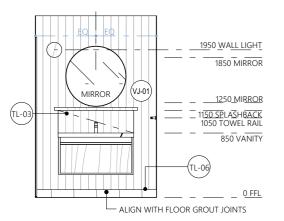


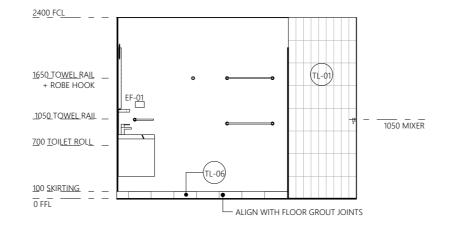




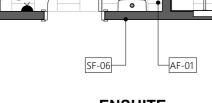








**ELEVATION 02** 



AF-04 AF-02

AF-03

VB-01-

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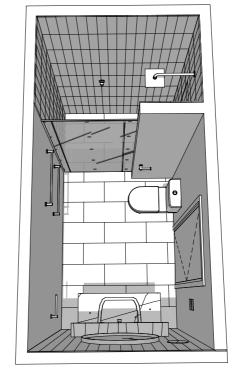
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#### **ELEVATION 04**

#### **ELEVATION 05**

ELEVATION 03



### BATH B07 [ENS]

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THE LIGHTHOUSE

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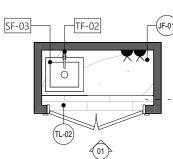
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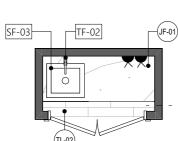
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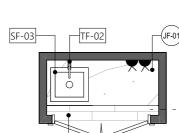
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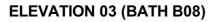
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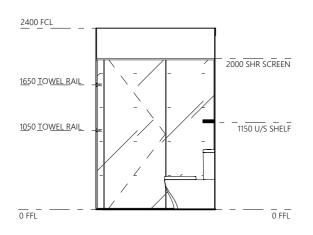
TF-05

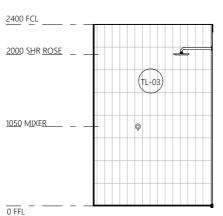






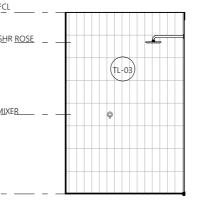






PROVIDE IN WALL BLOCKING FOR DRYER MOUNTING

ABOVE BENCH TILES TO SIDE WALLS. TILE TO EXTENT OF BENCH DEPTH



**ELEVATION 04 (BATH B08)** 

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DRYER PROVISION

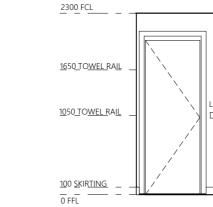
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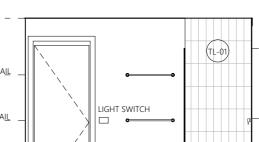
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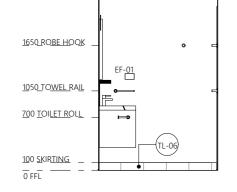
PROVISION

OPEN

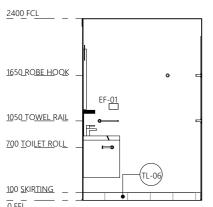
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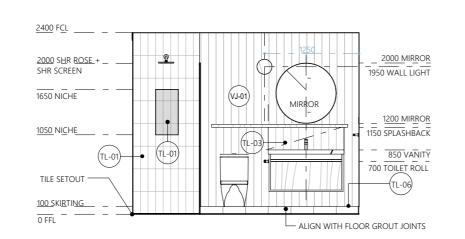
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VB-01-

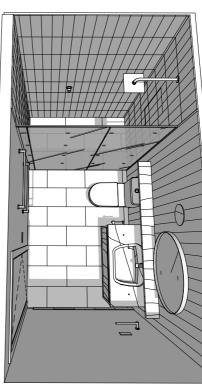
TF-03

AF-04

AF-03



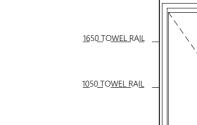
ELEVATION 02 (BATH B08)



#### BATH B08 - 3D VIEW

## -(TL-06)

#### **ELEVATION 05 (BATH B08)**



2300 FCL

1380 AFFL GPO

1200 AFFL TILE

920 AFFL BENCH

1<u>00 AFFL KICKER</u>

0 FFL

SKIRTING TILES TO

SIDE WALLS

EF-01

### AUREUS THE LIGHTHOUSE В

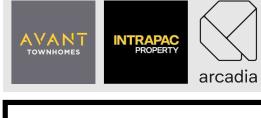


2000 SHR SCREEN

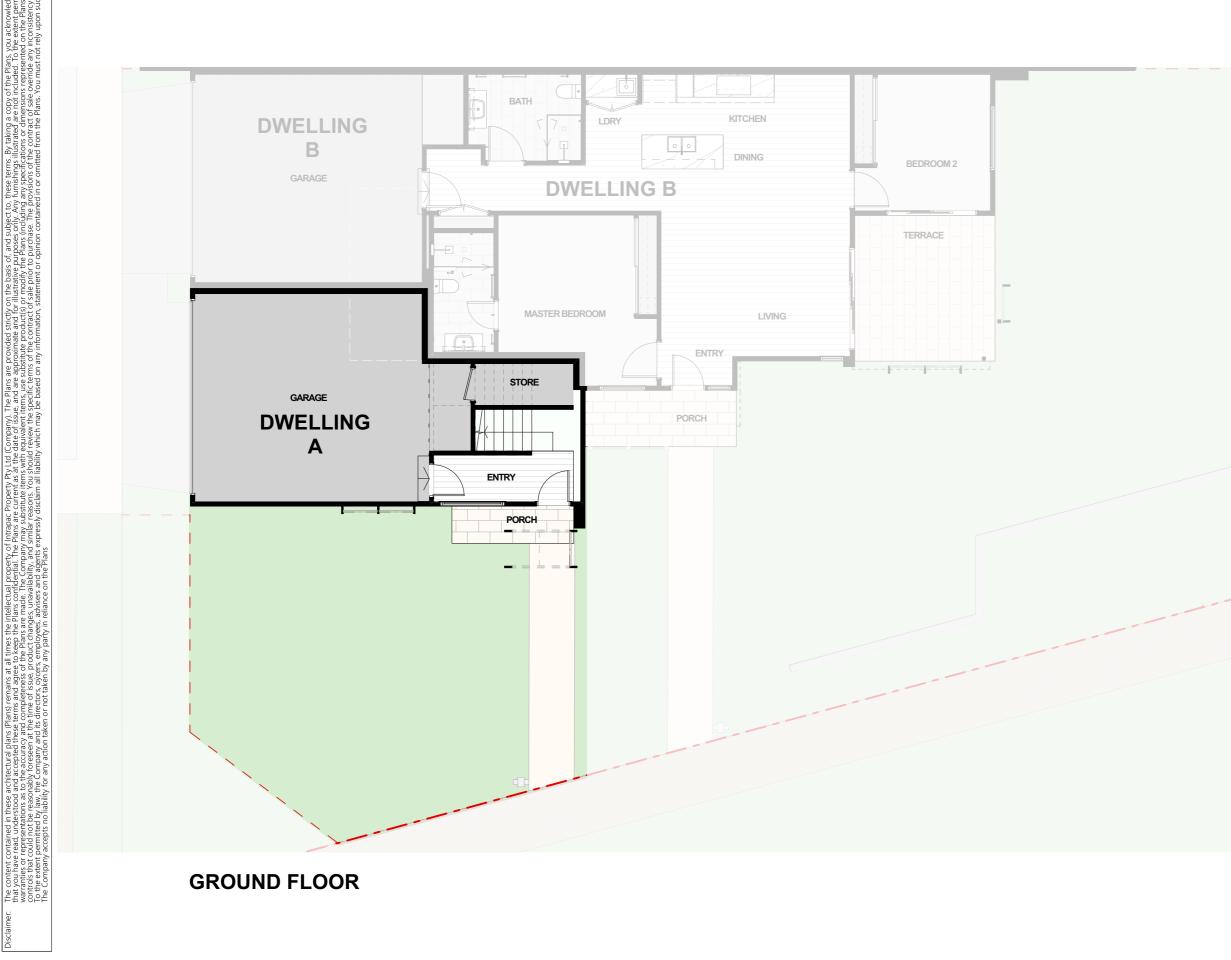
1050 MIXER

SAME TILE FOR BOTH COLOUR SCHEMES

TILE SETOUT 0 FFL



**BATH B08 + LDY 02** 



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FACADE 3

#### 3 BEDROOM

2 CAR SPACE

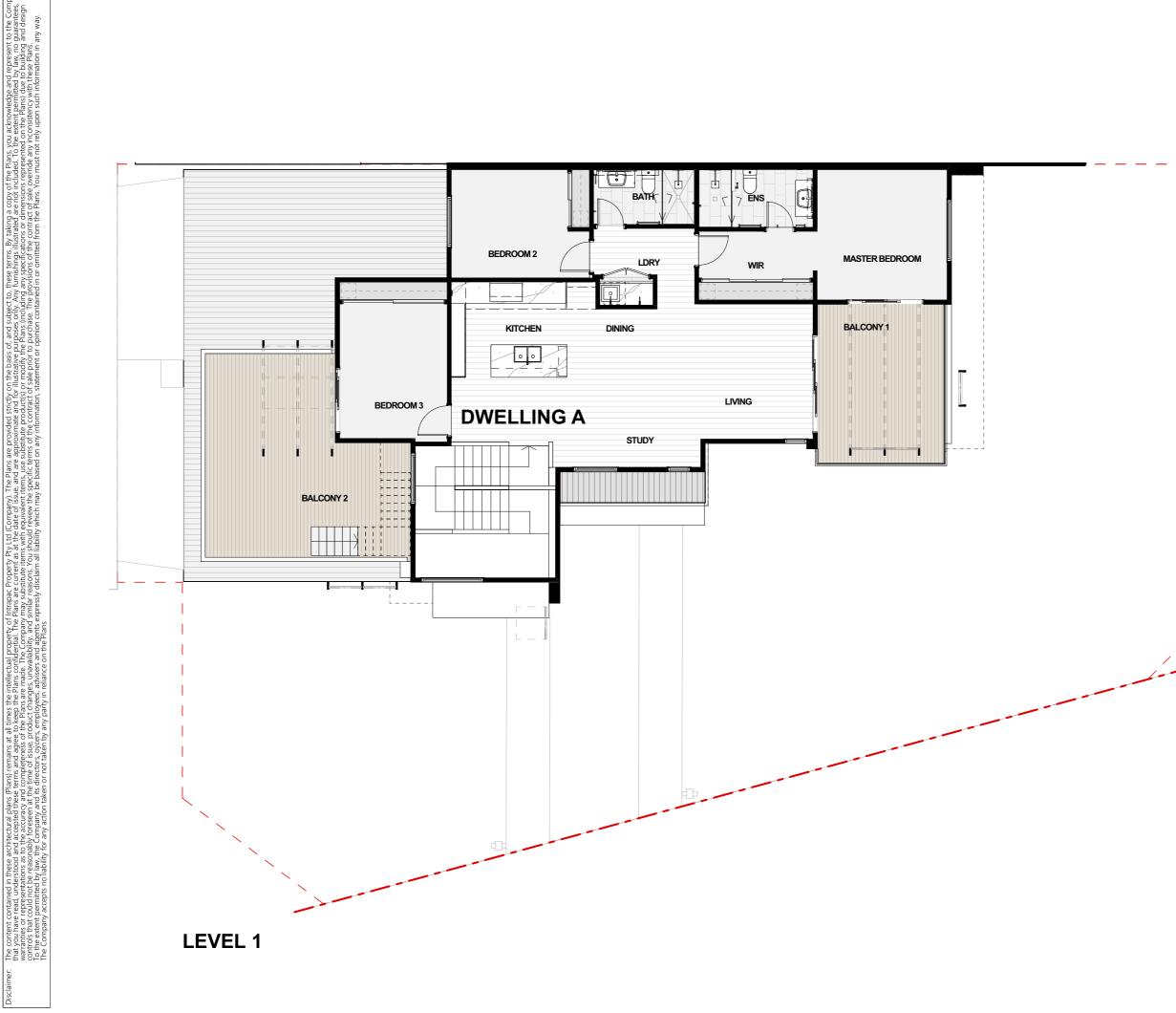
NSA DWELLING A

	FIRST FLOOR	126
	GROUND FLOOR	16
		142 m²
GFA		
DWELLING A		
	BALCONY 1	16
	BALCONY 2	29
	FIRST FLOOR	126

	246	m²
ROOF	DECK 20	
PORCI	Н 3	
GROU	ND FLOOR 16	
GARA	GE 36	
FIRST	FLOOR 126	



### PLAN - GF



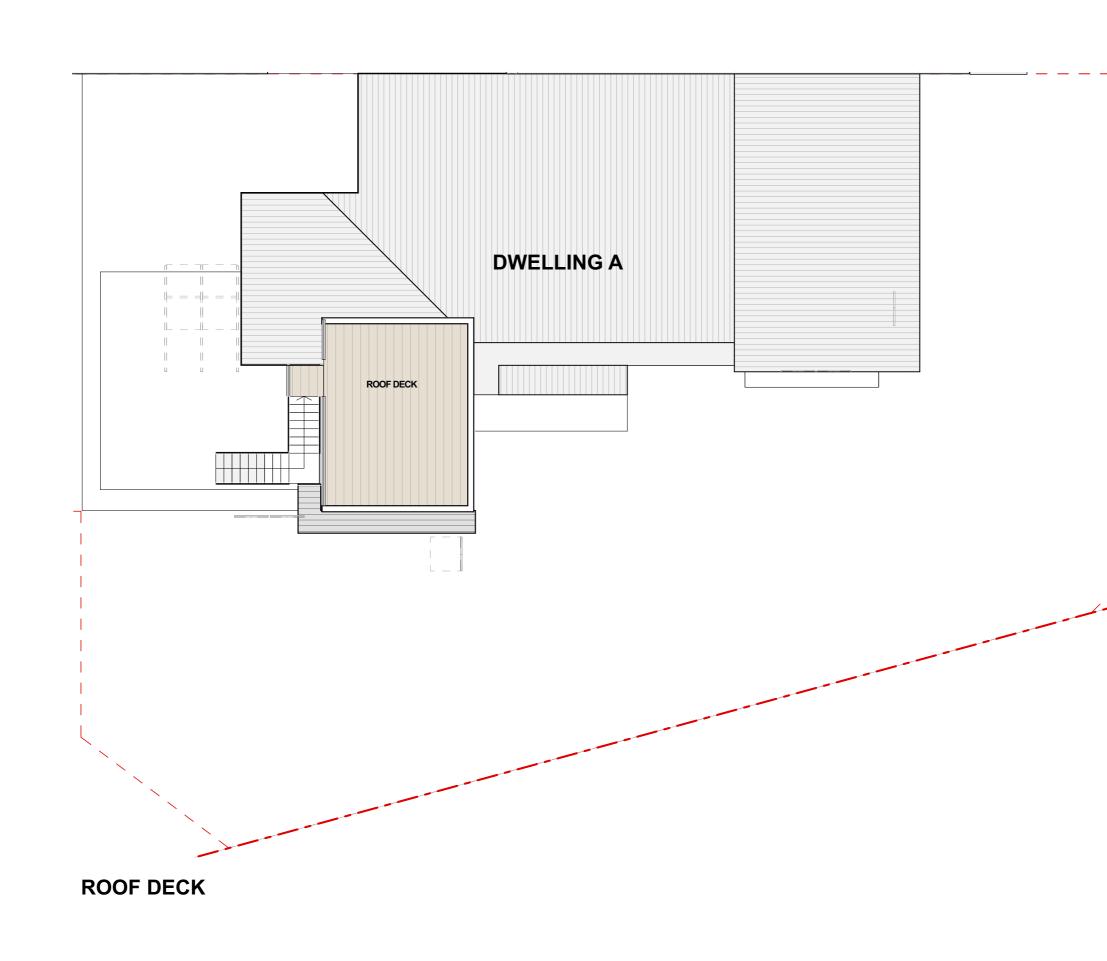


FACADE 3

3 BEDROOM 2 CAR SPACE







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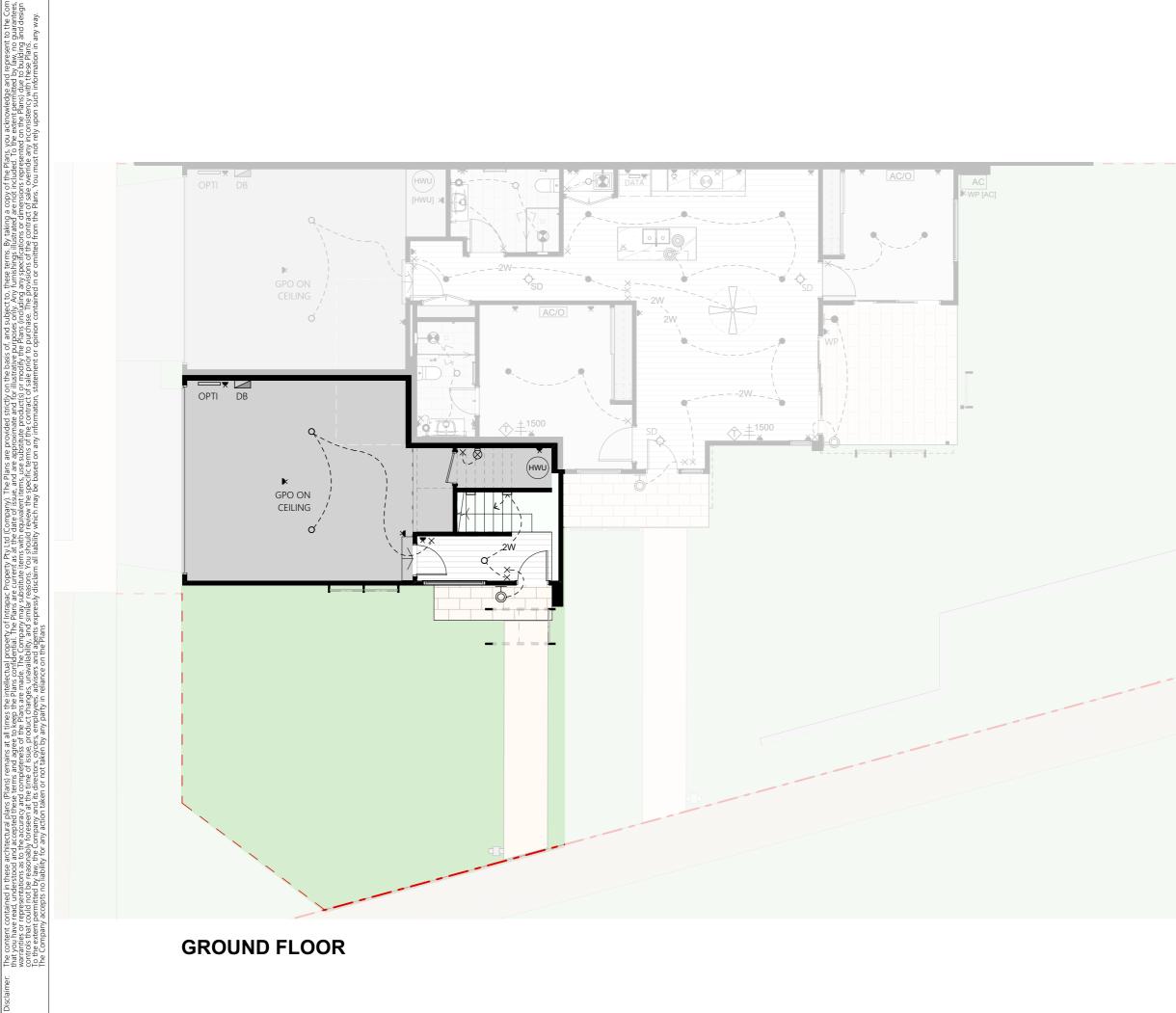
FACADE 3

3 BEDROOM 2 CAR SPACE



PLAN - ROOF

DEC 2021



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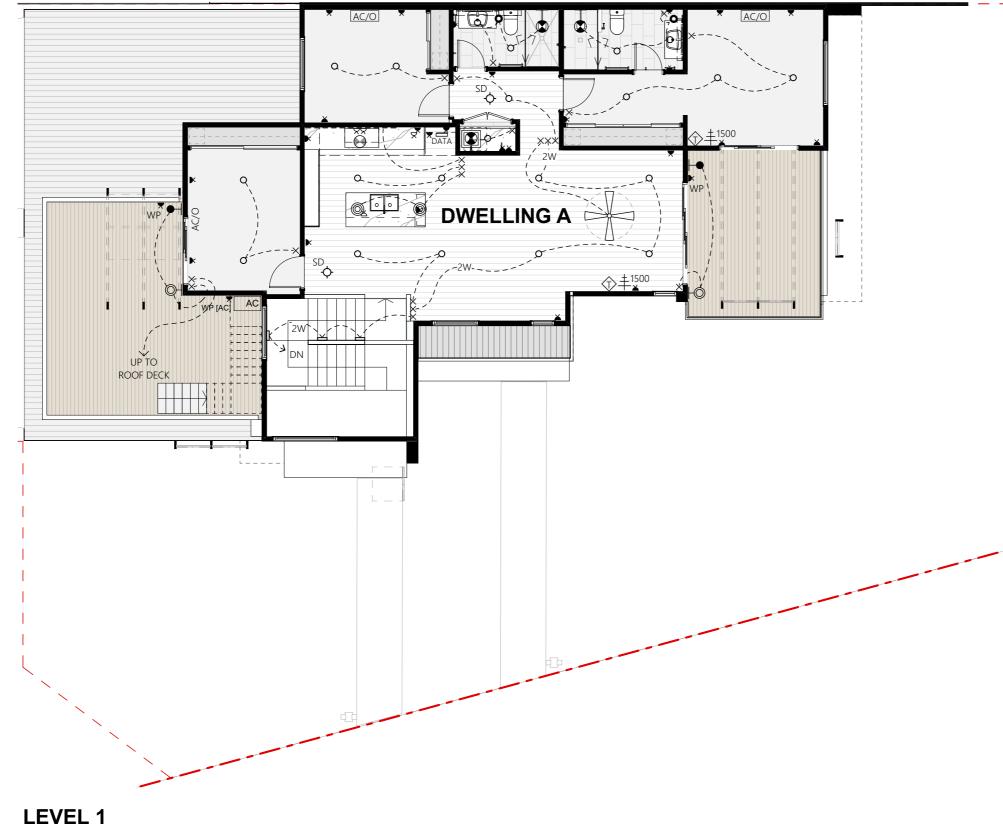
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### AUREUS THE SHELLEY -DWELLING A





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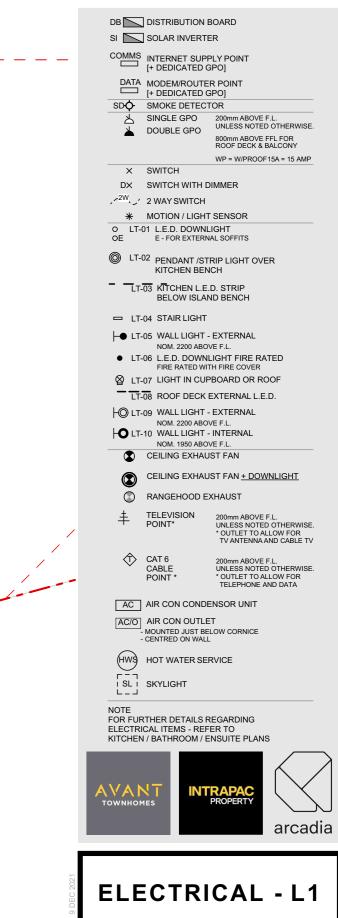
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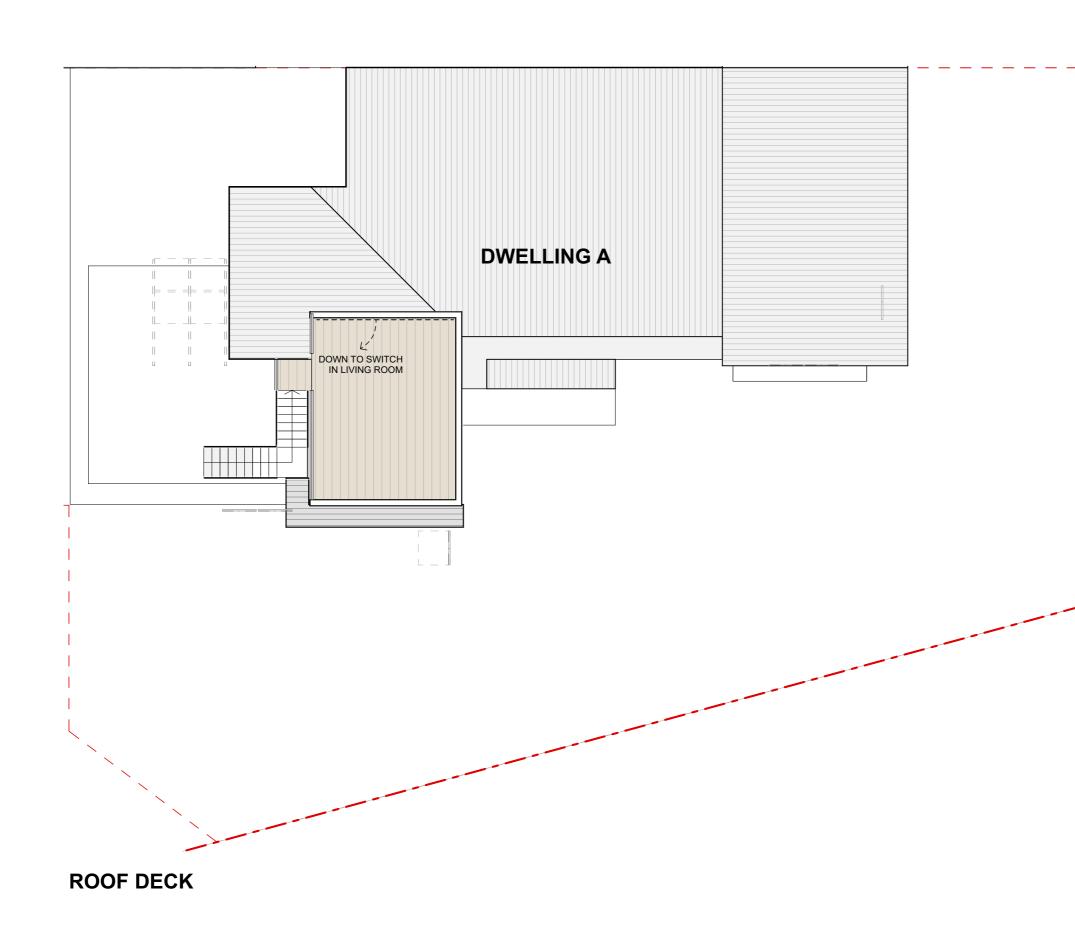
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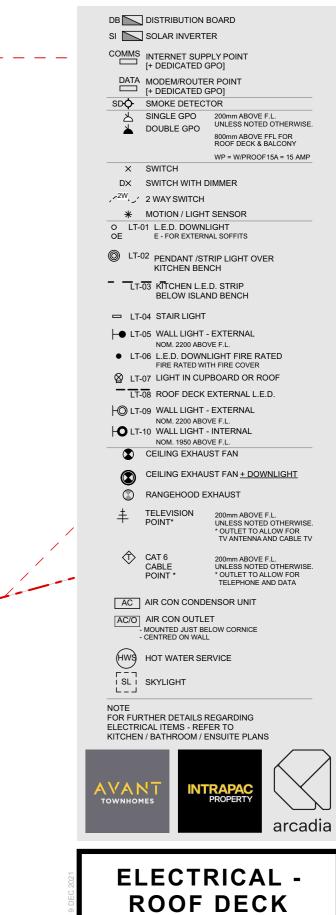
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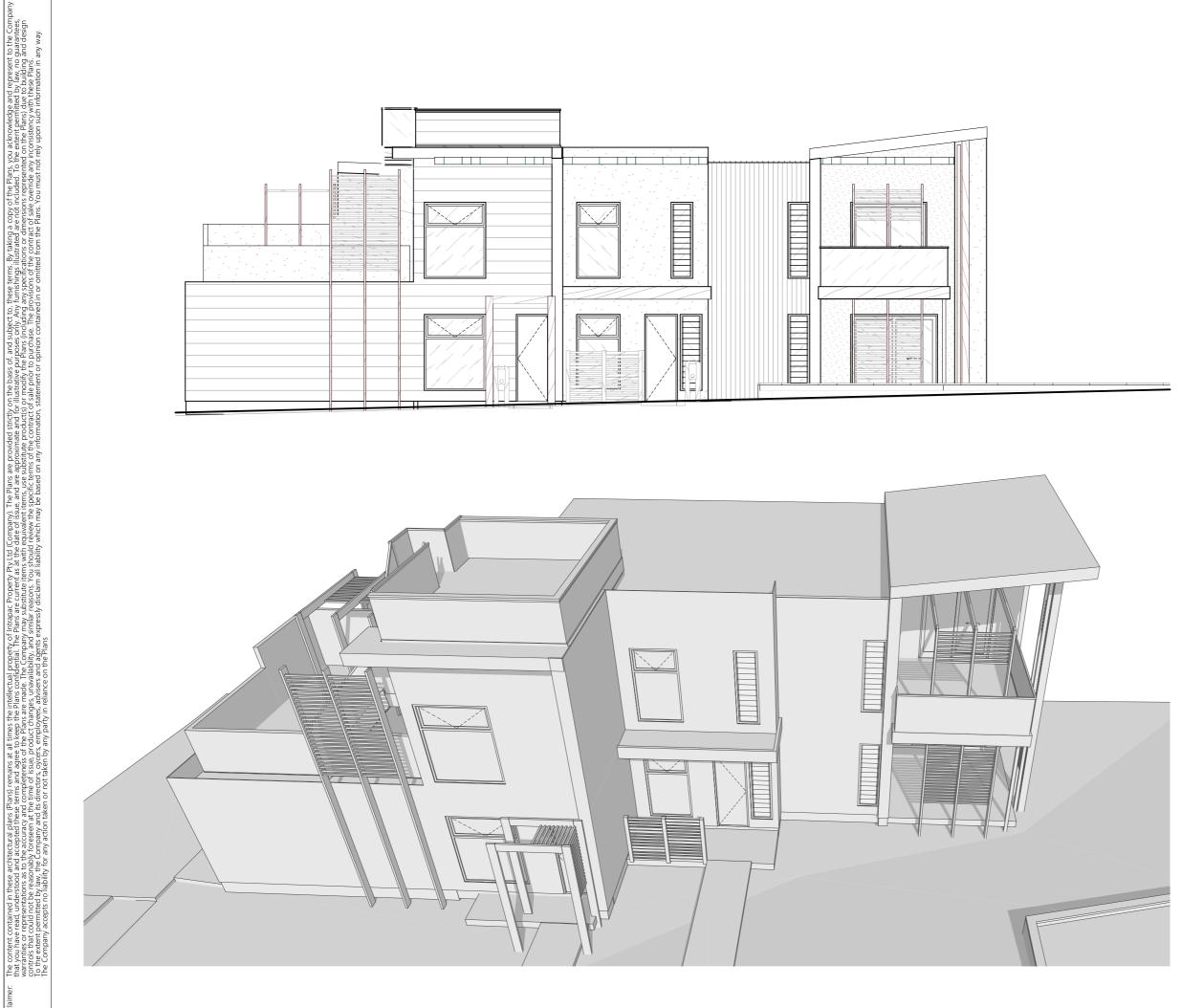






### AUREUS THE SHELLEY -DWELLING A







FACADE 3

3 BEDROOM 2 CAR SPACE



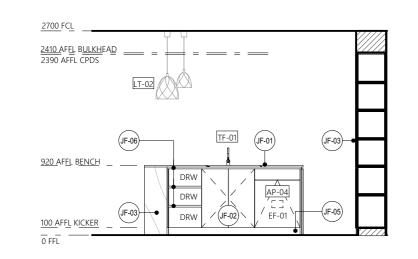
### ELEVATIONS

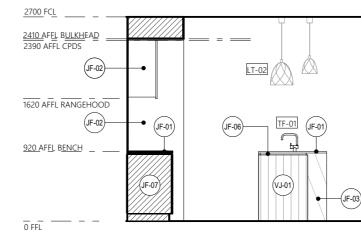
LC 2021

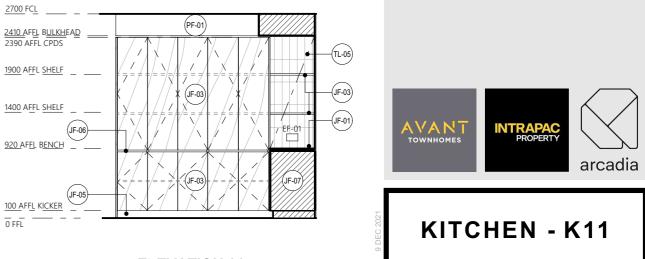
#### **ELEVATION 04**

#### **ELEVATION 05**

#### **ELEVATION 06**









KICKER -

(PF-01)

(VJ-01)

AP-03 EF-01

RH BEHIND

(JF-01

53 /

(JF-02)

EF-01

15 AMP

OVEN

(JF-02)

(TL-05)

AP-01 OVEN

DRW

(JF-02)-

EF-01

EF-01

AP-08MW

DRW

SKIRTING BOARD-

EF-01 DATA

REF SPACE

(PF-01)

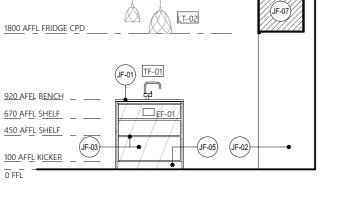
(JF-05)

EF-01

(JF-03)

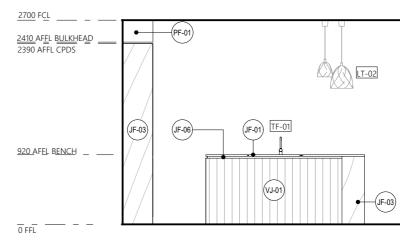
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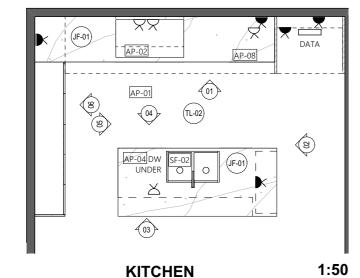


2700 FCL

2410 AFFL B<u>ULKHEAD</u> 2390 AFFL CPDS



**ELEVATION 03** 



ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com conty. Any furnishings illustrated are not included. To the extent perimed by law, no guarantees, (including any specifications or dimensions represented on the Plans) due to building and design ase. The provisions of the contract of sale override any inconsistency with these Plans, is contained in or omitted from the Plans. You must not rely upon such information in any way.

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2410 AFFL B<u>ULKHEAD</u> 2390 AFFL CPDS

1800 AFFL FRIDGE CPD

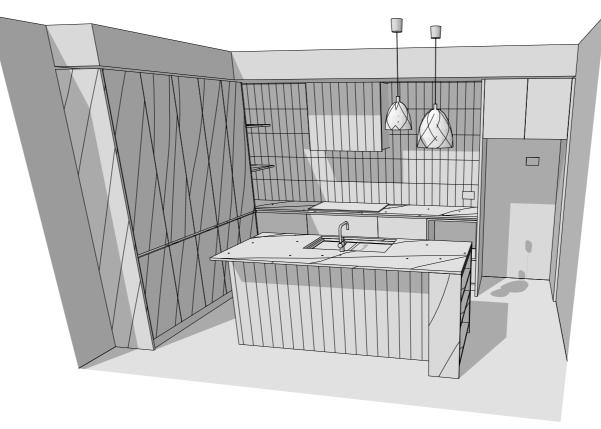
1620 AFFL RANGEHOOD

920 AFEL BENCH

100 AFFL KICKER

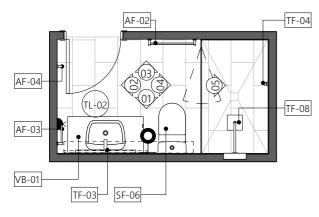
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(JF-05)









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BATHROOM

1:50

2300 FCL

1650\_TO<u>WEL R</u>AIL + ROBE HOOK

<u>1050 TOWEL RAI</u>L

<u>700 TOILET ROLL</u>

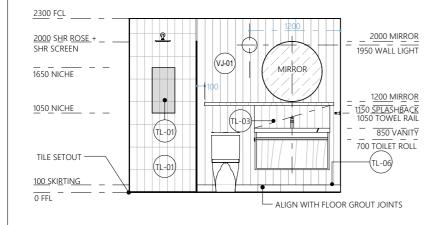
<u>100 SKIRTING</u> 0 FFL

2300 FCL

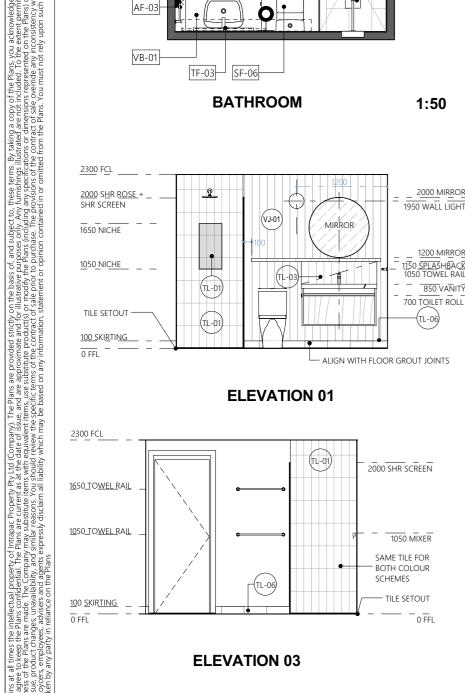
<u>1650 TOWEL R</u>AIL

1050 TOWEL RAIL

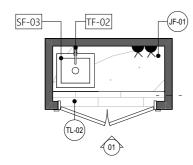
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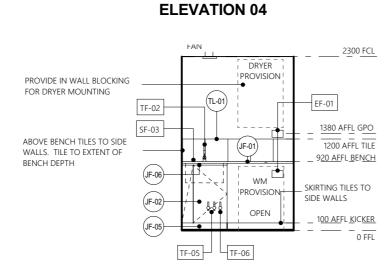


**ELEVATION 01** 



**ELEVATION 03** 





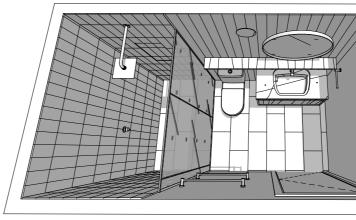
**ELEVATION 02** 

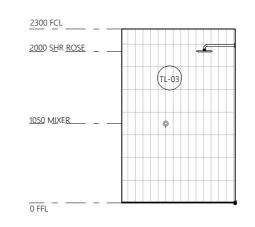
(TL-06)

2000 SHR SCREEN

0 FFL

EF-01





**ELEVATION 05** 

#### LAUNDRY

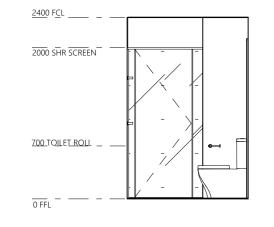
#### **ELEVATION 01**



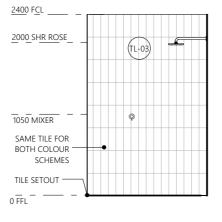


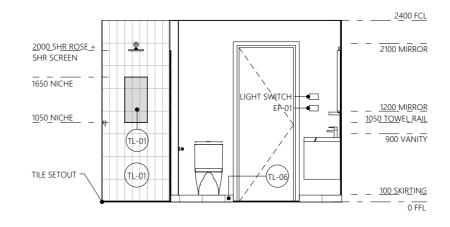




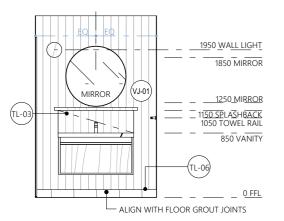


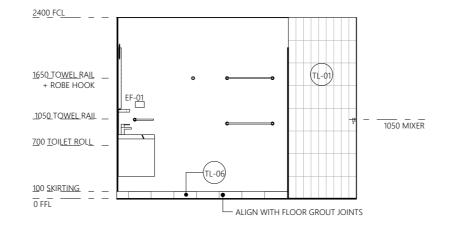




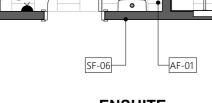








**ELEVATION 02** 



AF-04 AF-02

AF-03

VB-01-

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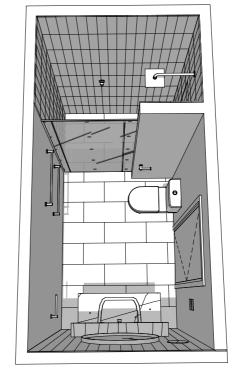
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TF-04

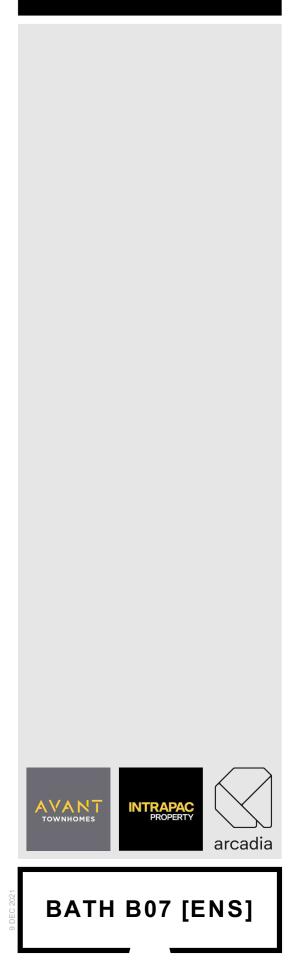


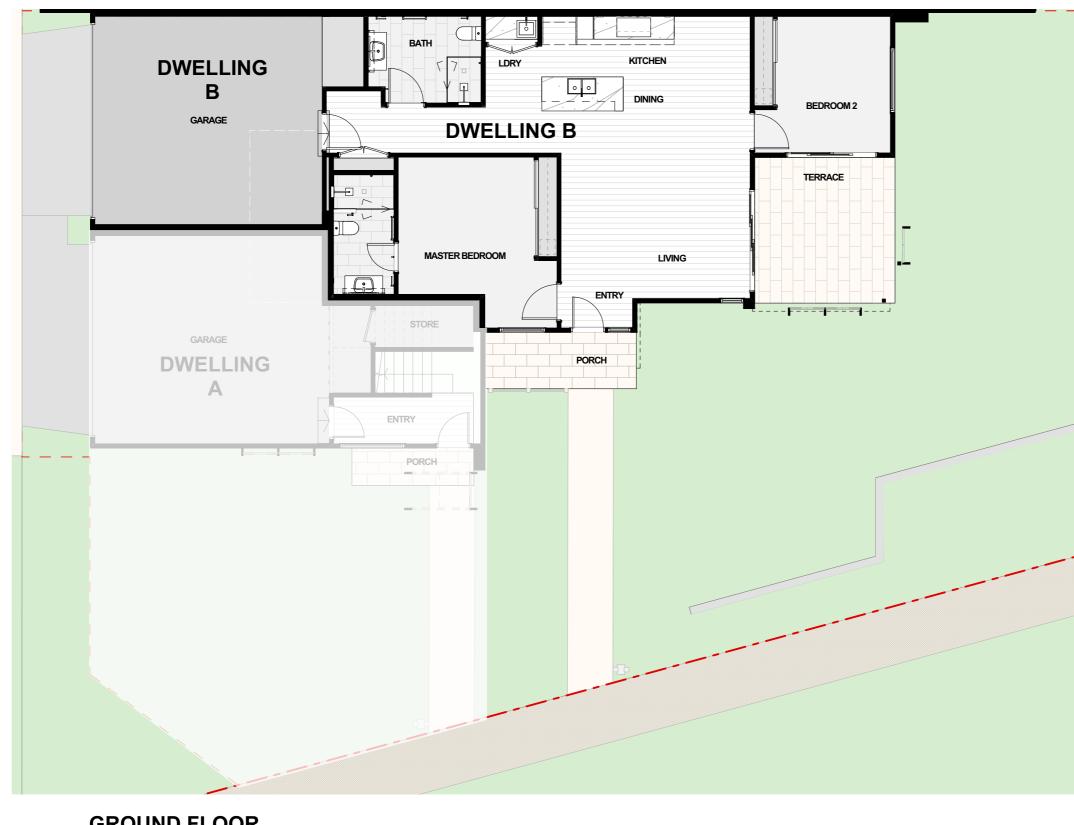
#### **ELEVATION 04**

#### **ELEVATION 05**

ELEVATION 03







**GROUND FLOOR** 

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FACADE 3

2 BEDROOM

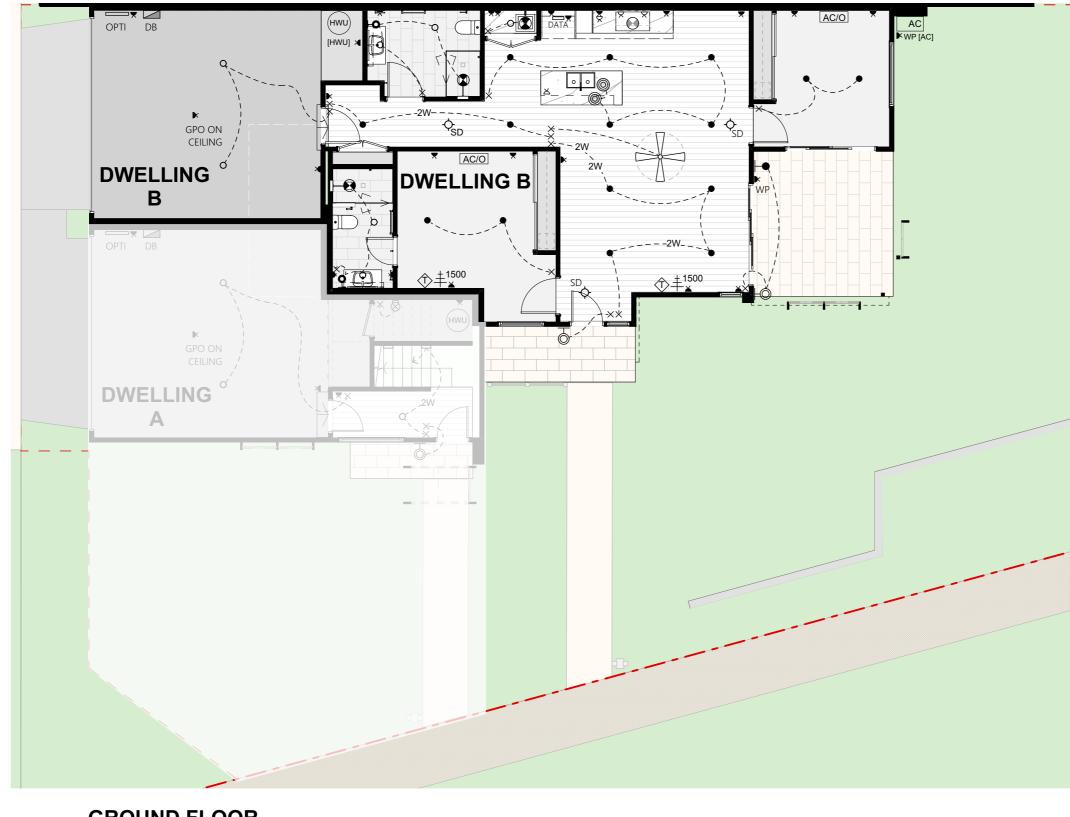
2 CAR SPACE

NSA DWELLING B GROUND FLOOR 102 102 m²

GFA DWELLING B GARAGE 38 GROUND FLOOR 102 PORCH 6 TERRACE 14 160 m²



### PLAN - GF



**GROUND FLOOR** 

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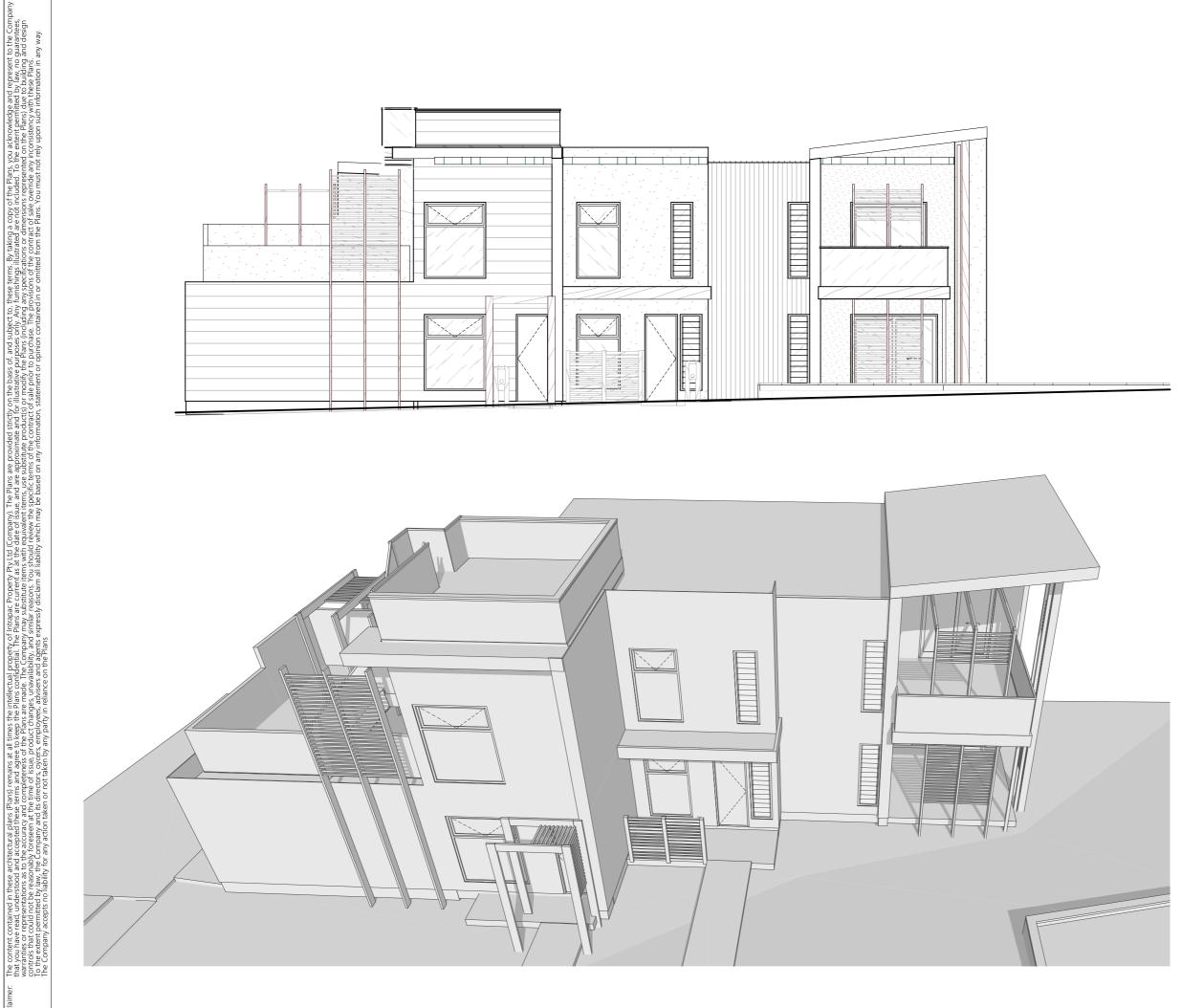
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### AUREUS THE SHELLEY -DWELLING B







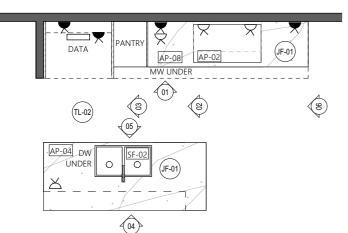
FACADE 3

2 BEDROOM 2 CAR SPACE



### ELEVATIONS

LC 2021



**KITCHEN** 

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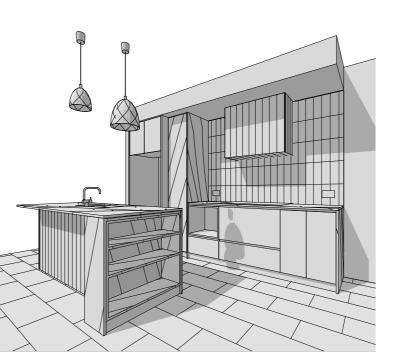
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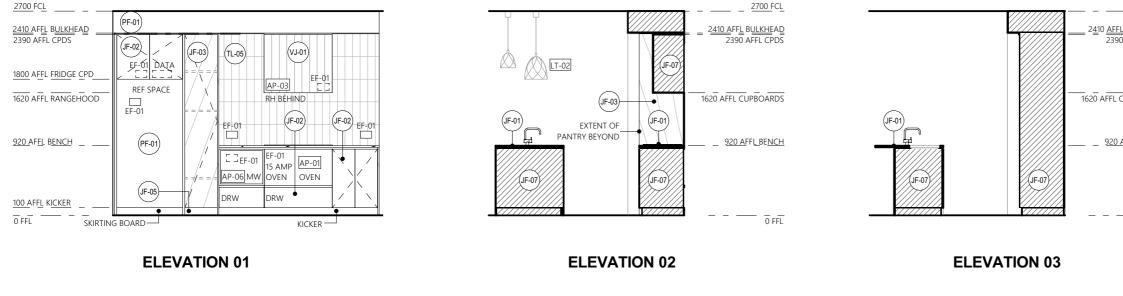
ctual property of Intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and confidential. The Plans are current as at the date of issue, and are approximate and for illustrative purpose. I.e. The Company may substitute items with equivalent items, use substitute product(s) or modify the Plans ravailability, and similar teasons. You should review the specific terms of the contract of sale prior to purfor cost and ageins expressly disclaim all liability which may be based on any information, statement or opinion

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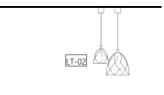
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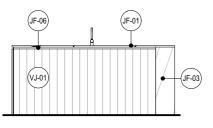
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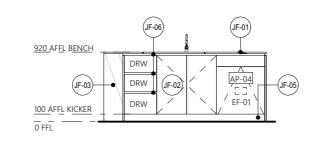
2700 FCL

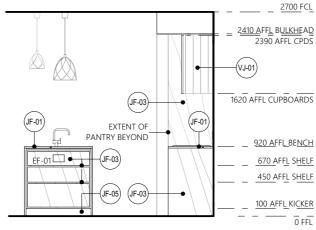




**ELEVATION 04** 

LT-02





#### **ELEVATION 05**

#### **ELEVATION 06**

2700 FCL

2<u>4</u>10 <u>AFFL</u> BULKH<u>EAD</u> 2390 AFFL CPDS

1620 AFFL CUPBOARDS

920 AFFL BENCH

0 FFL

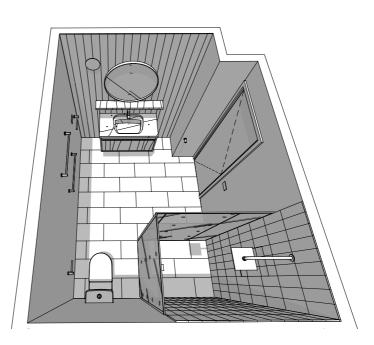
AVANT TOWNHOMES

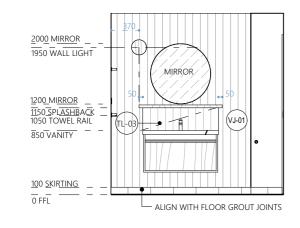




### **KITCHEN K-17**



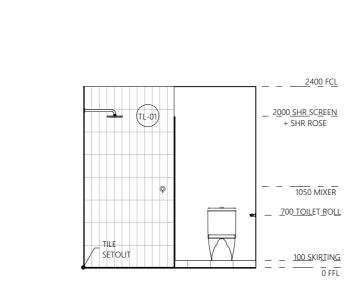




lans (Plans) remains at all times the intellectual property of Intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Company are a provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the company are current as at the date of issue, and are approximate and for illustrative purposes only. Any furnishings illustrated are not included. To the extent permitted by law, no guarantees of and completeness of the Plans are made. The Company may substitute items, use substitute poduct(s) or modify the Plans (including any specifications or dimensions represented on the Plans) due to building and design and at the time of issue, and algoing and design of strest, powers, advisers and agents express) disclaim all liability which may be based on any information, statement or opinion contained in or omitted from the Plans. You must not rely with these Plans, and its and respression of the contract of sale override any inconsistency with these Plans, and its contract of sale provisions of the contract of sale override any inconsistency with these Plans. In taken or not taken by any party in reliance on the Plans.

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**ELEVATION 04** 

<u>2400</u> F<u>C</u>L 2000 SHR SCREEN

<u>+</u> S<u>H</u>R <u>ROSE</u>

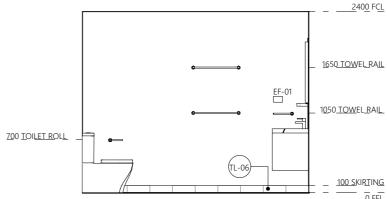
1650 NICHE

<u>1050 NICHE</u>

+ SWITCH

<u>100 SKIRTING</u>

0 FFL



2400 FCL <u>2000 SHR SCREEN</u> + SHOWERHEAD <u>10</u>0 <u>S</u>KIR<u>TING</u> 0 FFL

**ELEVATION 03** 



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(TL-01)

<sup>TILE</sup>
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(TL-03)

**ELEVATION 05** 



0 FFL







### **BATH B13**

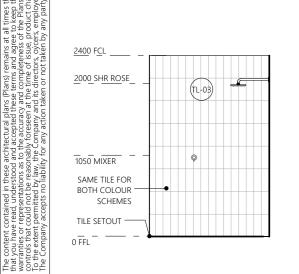
#### **ELEVATION 04 (BATH 07)**

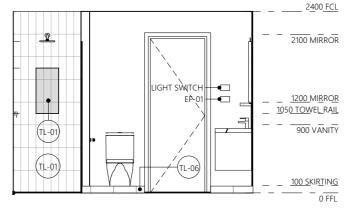
#### **ELEVATION 05 (BATH 07)**

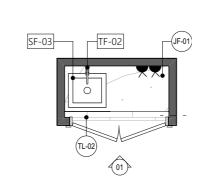
MK LAUNDRY POD V1:50

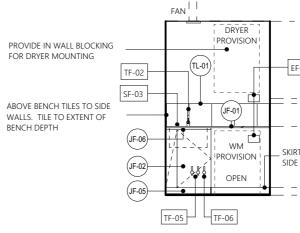
1050 MIXER

#### **ELEVATION 01 (LAUNDRY POD V)**

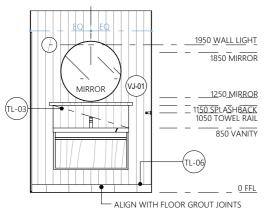


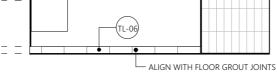




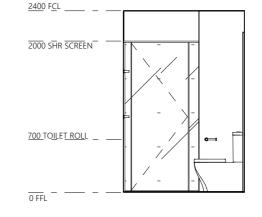


#### **ELEVATION 01 (BATH 07)**

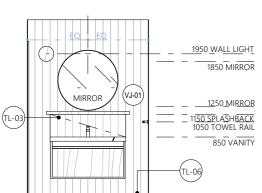




**ELEVATION 02 (BATH 07)** 



**ELEVATION 03 (BATH 07)** 



AF-04

AF-03

VB-01-

TF-03

AF-02

SF-06

MK BATH B07

TF-04

TF-08

1:50

2400 FCL

AF-01

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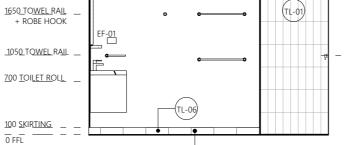
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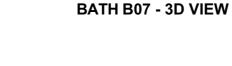
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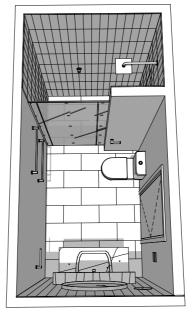
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2300 FCL

EF-01

1380 AFFL GPO 1200 AFFL TILE 920 AFFL BENCH

SKIRTING TILES TO SIDE WALLS

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#### 3 BEDROOM

#### 2 CAR SPACE [1 ON DRIVEWAY]

DWELLING A		
	FIRST FLOOR	118
	GROUND FLOOR	10
		128 m²
DWELLING A		

BALCONY 1	13
DALCONTT	15
BALCONY 2	23
FIRST FLOOR	118
GARAGE	23
GROUND FLOOR	10
PORCH	2
ROOF DECK	22
	211 m²

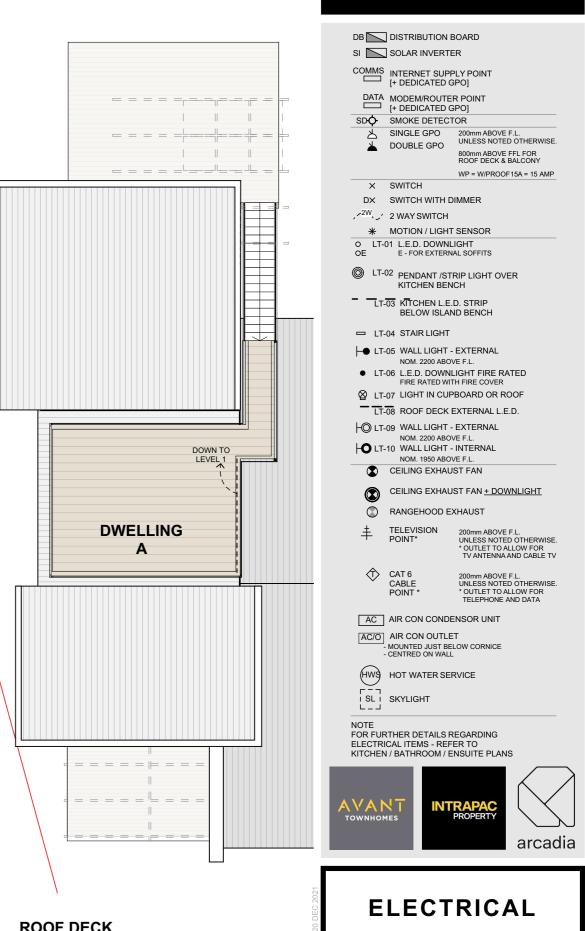


# arcadia









**GROUND FLOOR** 

### AUREUS THE EMERALD -DWELLING A



FACADE 01 3d IMAGE



FACADE 1



**ELEVATIONS** -



FACADE 02 ELEVATION

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FACADE 02 3d IMAGE



FACADE 2



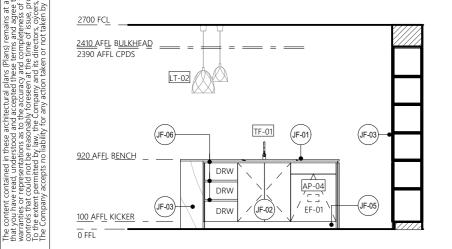
ELEVATIONS -FACADE 02

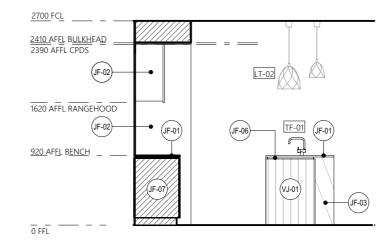
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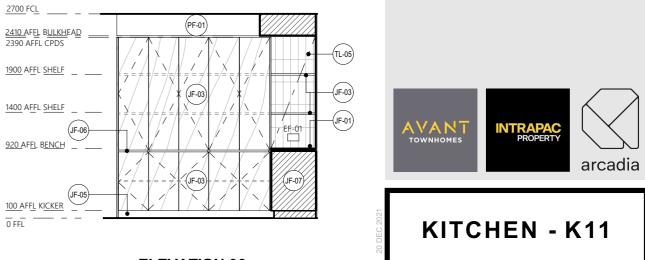
#### **ELEVATION 04**

#### **ELEVATION 05**

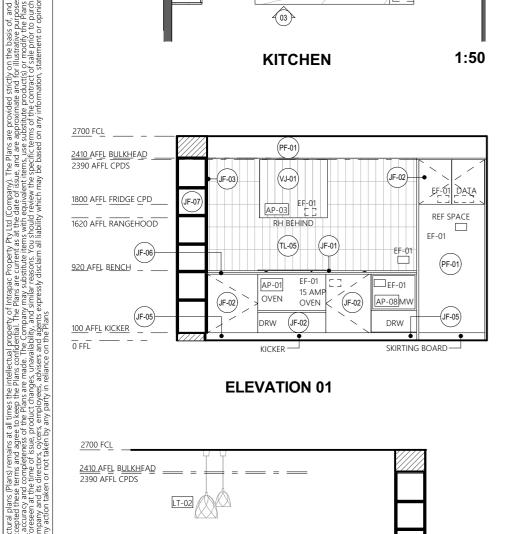
#### **ELEVATION 06**

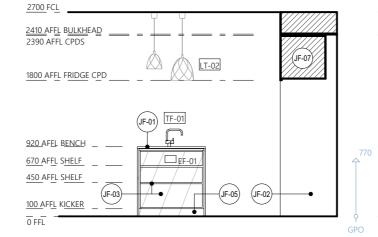




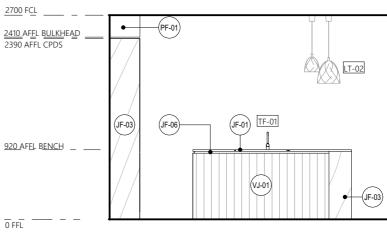




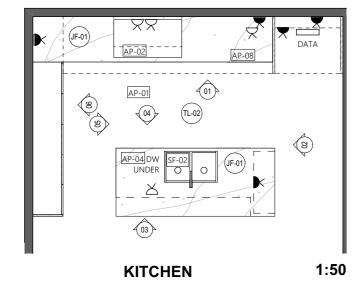




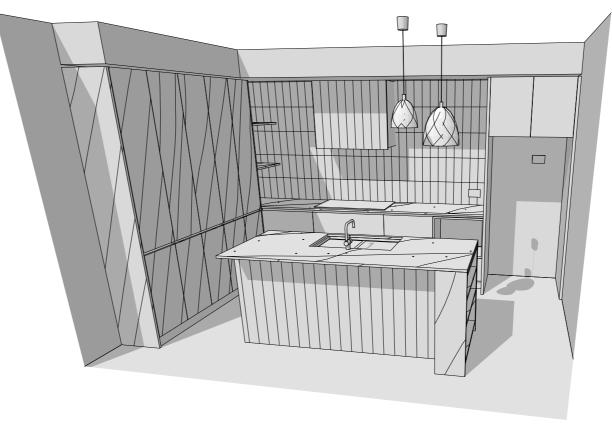
**ELEVATION 02** 



**ELEVATION 03** 

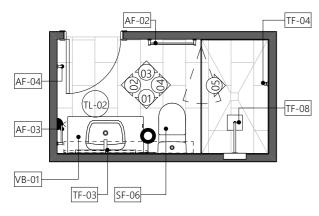


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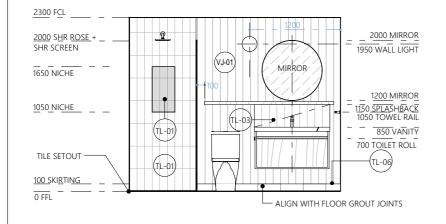
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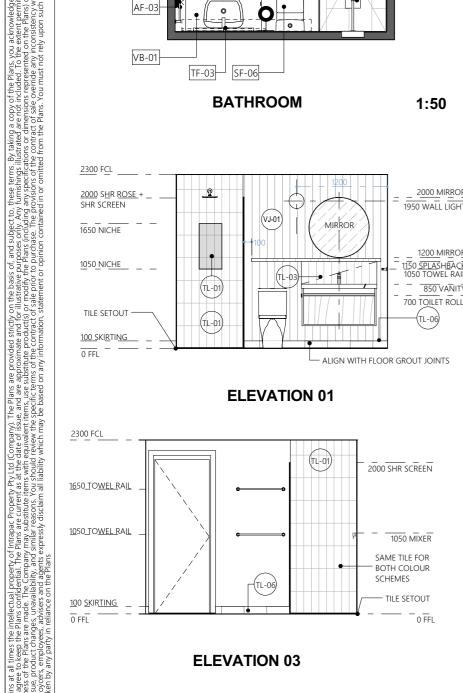
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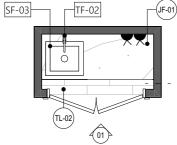
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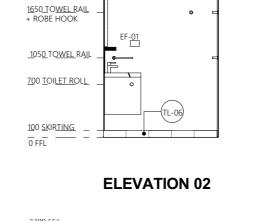


#### **ELEVATION 01**



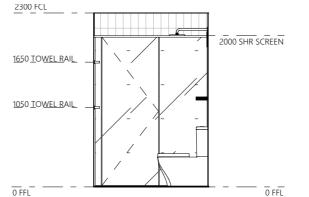
**ELEVATION 03** 

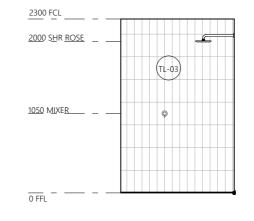




2300 FCL

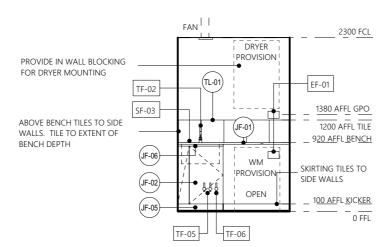
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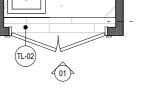


**ELEVATION 04** 

**ELEVATION 05** 



#### **ELEVATION 01**

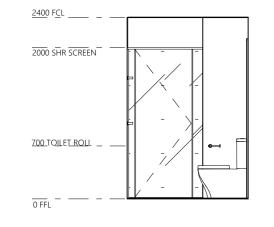


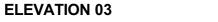
LAUNDRY

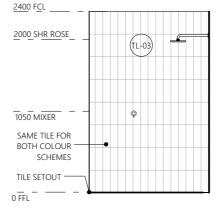


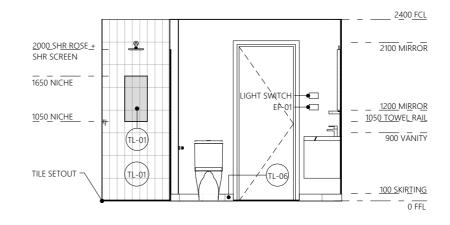




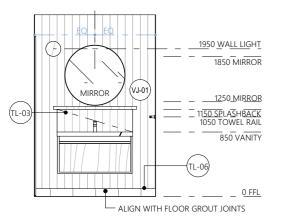


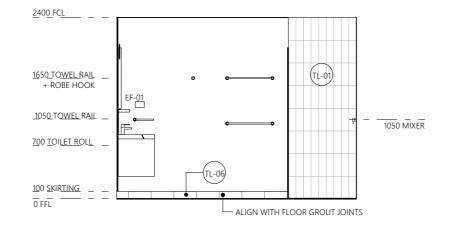




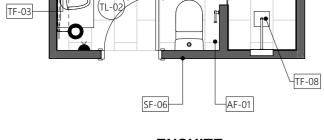








**ELEVATION 02** 



AF-04 AF-02

AF-03

VB-01-

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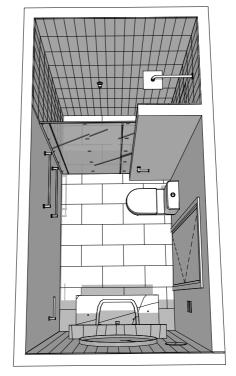
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ENSUITE

SF-05

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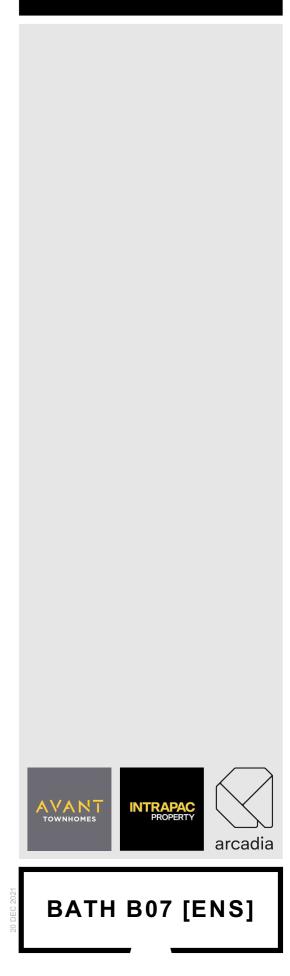
TF-04

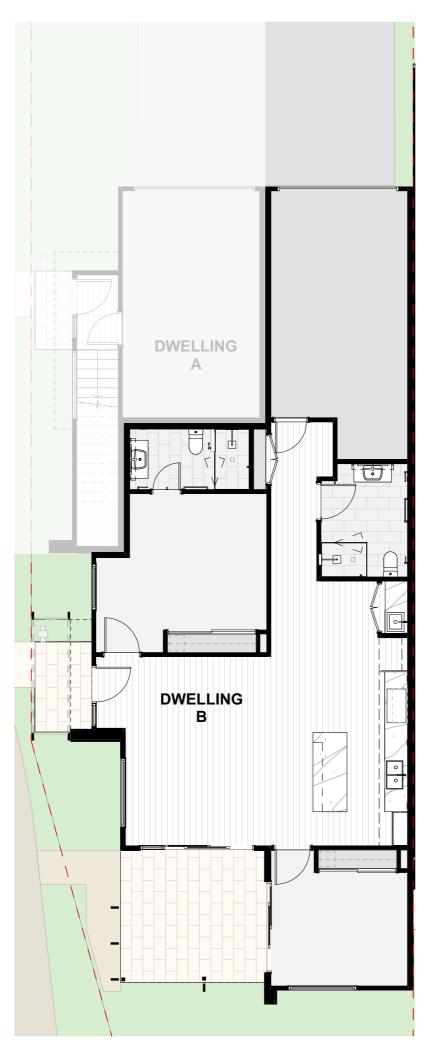


#### **ELEVATION 04**

#### **ELEVATION 05**







**GROUND FLOOR** 

ungect to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com conty Any fumishings illustrated are not included. To the extent permitted by law, no guarantees, (including any specifications or dimensions represented on the Plans) due to building and design ase. The provisions of the contract of sale override any inconsistency with these Plans. I contained in or omitted from the Plans. You must not rely upon such information in any way.

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#### 2 BEDROOM

2 CAR SPACE [1 ON DRIVEWAY]

DWELLING B

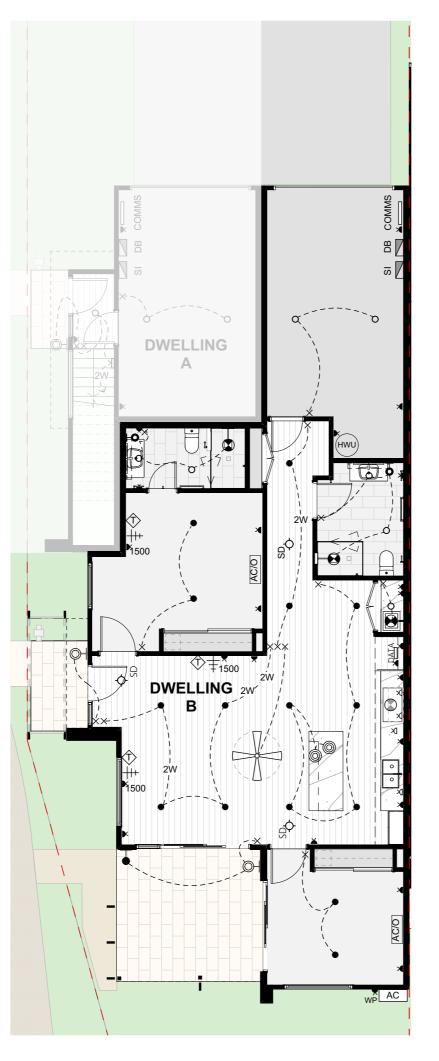
G	ROUND FLOOR	103
		103 m²

		147 m²
	TERRACE	14
	PORCH	4
	GROUND FLOOR	103
	GARAGE	26
DWELLING B		









**GROUND FLOOR** 

ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Compound to the the transmission of the plans, and the present of the transmission of the provision of the provisions or dimensions represented on the Plans) due to building and design as the provisions of the contract of sale override any inconsistency with these Plans. I contained in or omitted from the Plans. You must not rely upon such information in any way.

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# AUREUS THE EMERALD -DWELLING B

	DISTRIBUTION E	
	INTERNET SUPF	PLY POINT
	[+ DEDICATED G MODEM/ROUTEI [+ DEDICATED G	R POINT
SDÓ	SMOKE DETECT	· · · · · · · · · · · · · · · · · · ·
¥	SINGLE GPO	200mm ABOVE F.L.
	DOUBLE GPO	UNLESS NOTED OTHERWISE.
—		800mm ABOVE FFL FOR ROOF DECK & BALCONY
		WP = W/PROOF15A = 15 AMP
×	SWITCH	
DX	SWITCH WITH D	IMMER
, <sup>2W</sup> , ,	2 WAY SWITCH	
*	MOTION / LIGHT	SENSOR
O LT-0 OE	1 L.E.D. DOWNL E - FOR EXTERN	
© LT-0	<sup>02</sup> PENDANT /STI KITCHEN BEN	RIP LIGHT OVER CH
<u>L</u> T-	03 KITCHEN L.E. BELOW ISLAN	
🗆 LT-1	04 STAIR LIGHT	
-● LT-	05 WALL LIGHT -	EXTERNAL
	NOM. 2200 ABO	
• LI-	FIRE RATED WIT	LIGHT FIRE RATED
🖉 LT-	07 LIGHT IN CUP	BOARD OR ROOF
- LT-	08 ROOF DECK	EXTERNAL L.E.D.
₩ LT-	09 WALL LIGHT -	EXTERNAL
H <b>O</b> LT	NOM. 2200 ABO 10 WALL LIGHT -	
	NOM. 1950 ABO	
	CEILING EXHAU	ST FAN
	CEILING EXHAU	ST FAN <u>+ DOWNLIGHT</u>
$\odot$	RANGEHOOD EX	KHAUST
‡	TELEVISION POINT*	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR
		TV ANTENNA AND CABLE TV
$\Diamond$	CAT 6 CABLE	200mm ABOVE F.L. UNLESS NOTED OTHERWISE.
	POINT *	* OUTLET TO ALLOW FOR TELEPHONE AND DATA
AC	AIR CON CONDE	
AC/O	AIR CON OUTLE	
	MOUNTED JUST BEI CENTRED ON WALL	LOW CORNICE
HWS	HOT WATER SEF	RVICE
Г — ¬ I SL I L _ J	SKYLIGHT	
NOTE		
ELECTRI	THER DETAILS R CAL ITEMS - REF / BATHROOM / E	ER TO
		RAPAC PROPERTY arcadia
ELECTRICAL		



FACADE 01 3d IMAGE



FACADE 1



**ELEVATIONS** -

FACADE 01



FACADE 02 ELEVATION

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FACADE 02 3d IMAGE

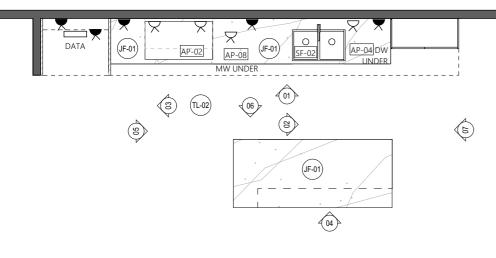


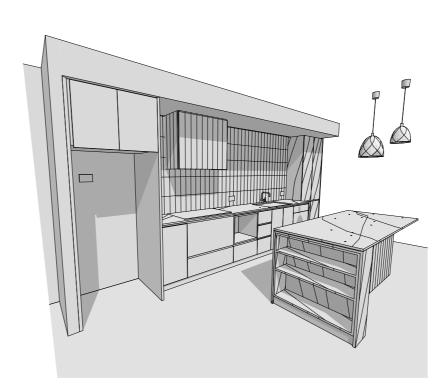
FACADE 2



ELEVATIONS -FACADE 02

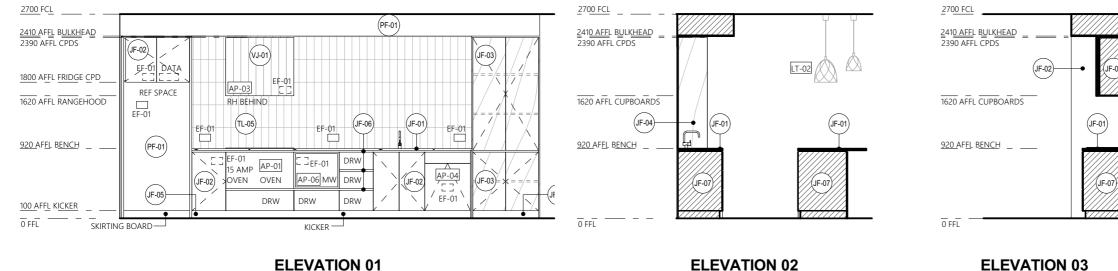
20 DEC 2021





**KITCHEN** 

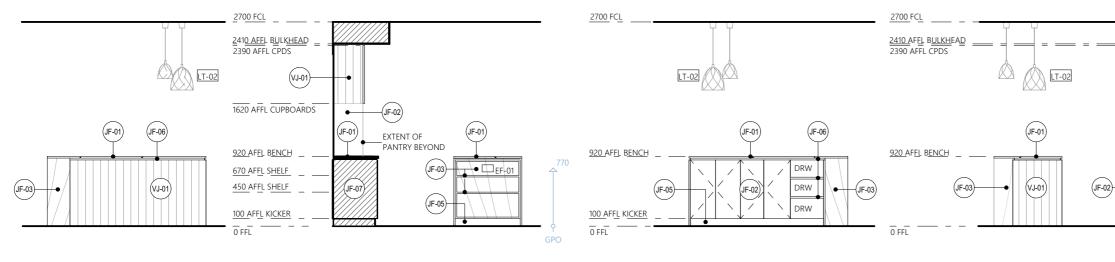
1:50







**ELEVATION 03** 



**ELEVATION 04** 

uge and represent to the Comp mitted by law, no guarantees, s) due to building and design with these Plans.

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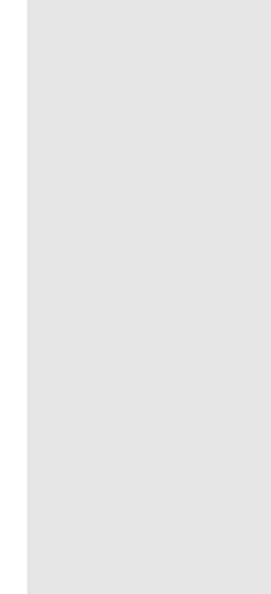
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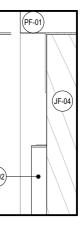
**ELEVATION 05** 

**ELEVATION 06** 

**ELEVATION 07** 







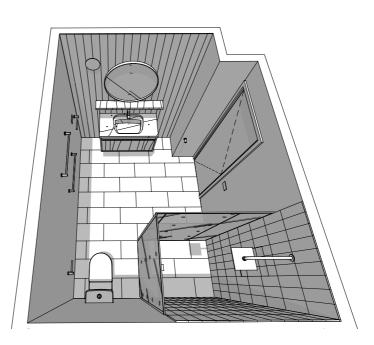


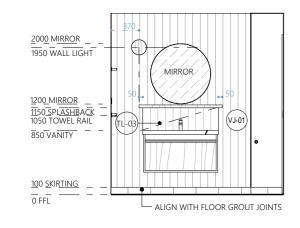
INTRAPAC PROPERTY

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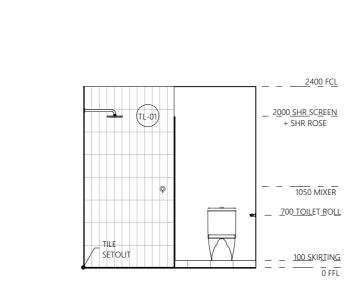




ans (Plans) remains at all times the intellectual property of intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Completeness and agree to keep the Plans confidential. The Plans are current as at the date of issue, and are approximate and for illustrative purposes only. Any furnishings illustrated are not included. To the extent permitted by law, no guarantees, and agree to keep the Plans confidential. The Plans are current as at the date of issue, and are approximate and for illustrative purposes only. Any furnishings illustrated are not included. To the extent permitted by law, no guarantees are the plans are unavailability, and substitute items, use substitute poduct(s) or modify the Plans (including any specifications or dimensions represented on the Plans) due to building and design and the times, and agrees advises, advises and agents expressive the specific terms of the contract of sale prior to purchase. The provisions of the contract of sale overinde any inconsistency with these Plans, in taken or not taken by any party in reliance on the Plans.

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**ELEVATION 04** 

<u>2400</u> F<u>C</u>L 2000 SHR SCREEN

<u>+</u> S<u>H</u>R <u>ROSE</u>

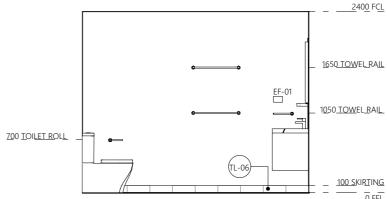
1650 NICHE

<u>1050 NICHE</u>

+ SWITCH

<u>100 SKIRTING</u>

0 FFL



2400 FCL <u>2000 SHR SCREEN</u> + SHOWERHEAD <u>10</u>0 <u>S</u>KIR<u>TING</u> 0 FFL

**ELEVATION 03** 



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(TL-01)

<sup>TILE</sup>
 SETOUT
 SE

(TL-03)

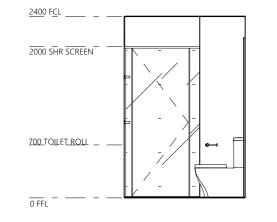
**ELEVATION 05** 



0 FFL



# **BATH B13**





(TL-03)

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2400 FCL

2000\_SHR ROSE\_

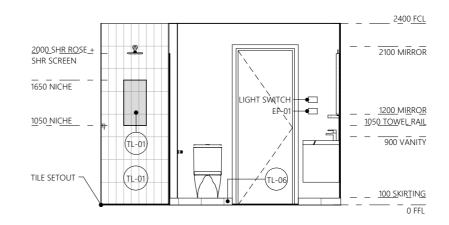
1050 MIXER

SAME TILE FOR

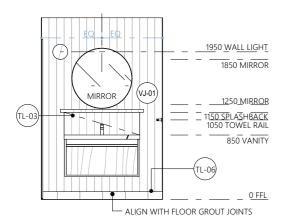
BOTH COLOUR

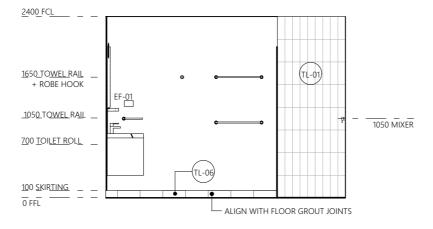
0 FFL

SCHEMES

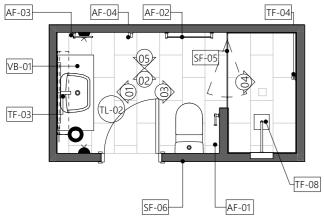


### **ELEVATION 01**









these terms. By taking a copy of the Plans, you acknowledge and represent to the Com / furnishings illustrated are not included. To the actent permitted by Jan on guarantees, any specifications or dimensions represented on the Plans) due to building and design rowisons of the contract of sale override any inconsistency with these Plans. I on on mitted from the Plans. You must not rely upon such information in any way.

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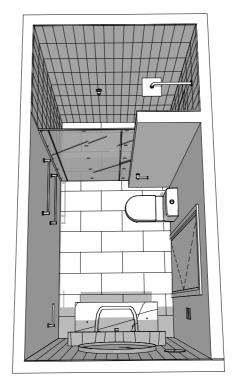
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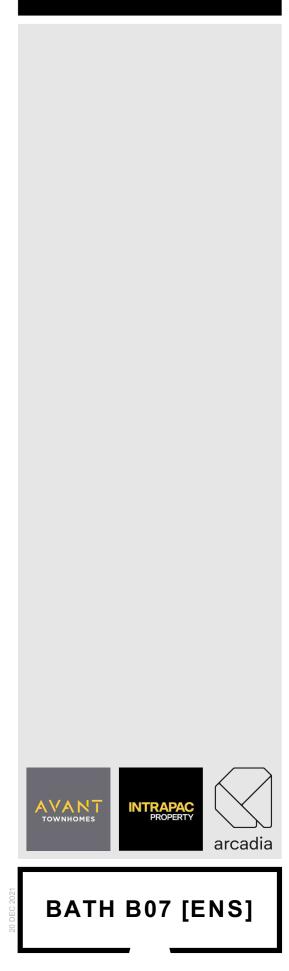
### **ELEVATION 02**

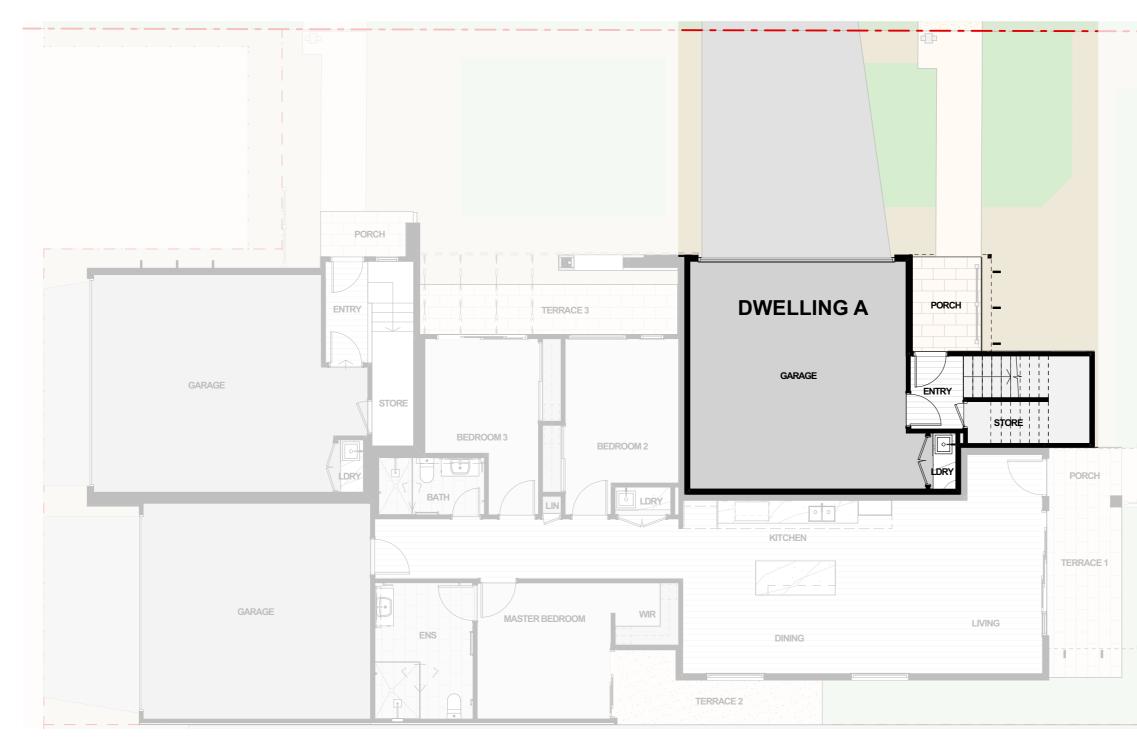
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#### **ELEVATION 03**

#### **ELEVATION 05**







tual property of intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Commendant The Plans are current as at the date approximate and for illustrative burposes only Apy furnishings illustrated action the two guarantees. The Company may substitute items with equivalent items, use substitute product(s) or modify the Plans (the Idan) and subject to, these terms are current as the date action the trans. The substitute product(s) or modify the Plans (including any specifications or dimensions represented on the Plans) due to building and design availability, and similar reasons. You should neekew the specific terms of the contract of sale profix to purchase. The provisions of the contract of sale profix to active the provisions of the contract of sale profix of the Plans. The provisions of the contract of sale profix to the plans are and the plans. The provisions of the contract of sale profix of the plans are able to building and design events are active terms to the contract of sale profix to purchase. The provisions of the contract of sale profix of the contract of sale profix to purchase. The provisions of the contract of sale profix of the contract of sale profix to purchase the plans.

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**GROUND FLOOR** 



FACADE 1

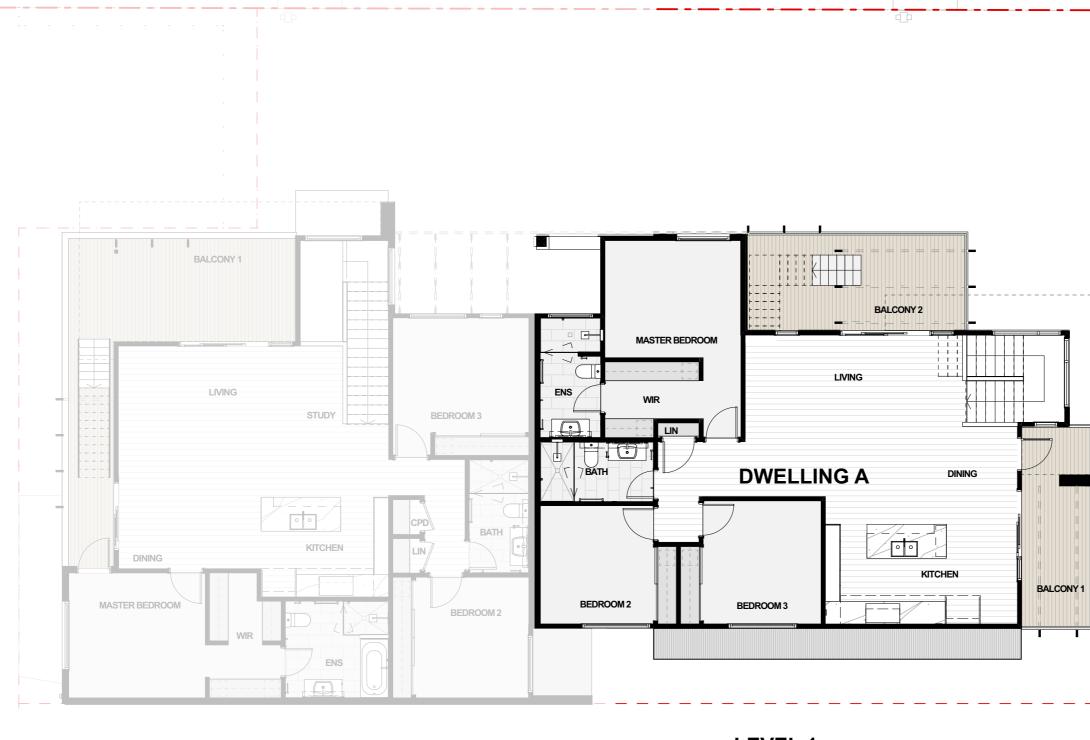
### 3 BEDROOM

### 2 CAR SPACE

NSA DWELLING A		
	FIRST FLOOR	114
	GROUND FLOOR	14
		128 m²
GFA		
DWELLING A		
	BALCONY 1	13
	BALCONY 2	15
	FIRST FLOOR	114
	GARAGE	37
	GROUND FLOOR	14
	PORCH	8
	ROOF DECK	21
		222 m²



# PLAN - GF



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LEVEL 1

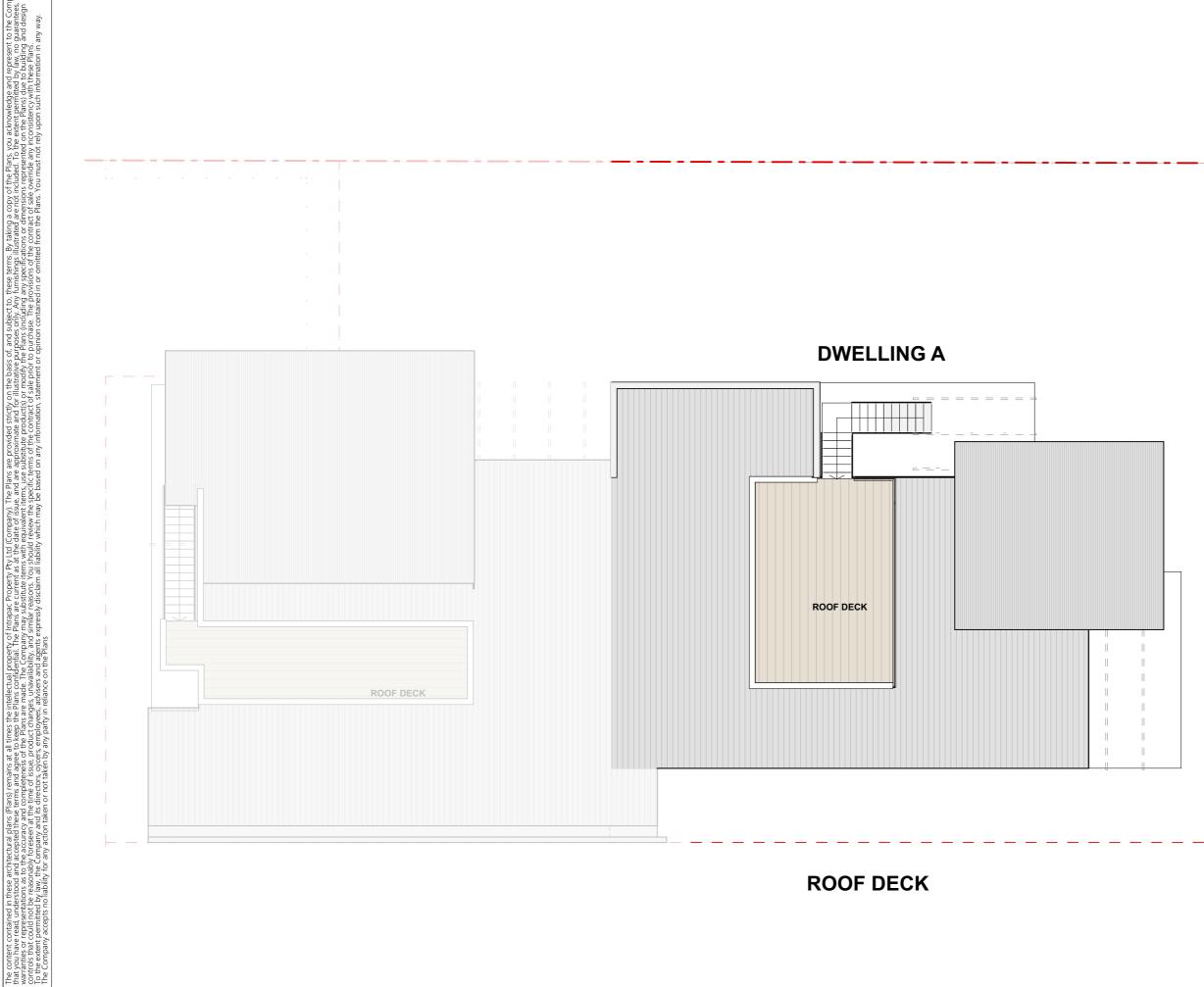


FACADE 1

3 BEDROOM 2 CAR SPACE



PLAN - L1





3 BEDROOM 2 CAR SPACE



PLAN - ROOF



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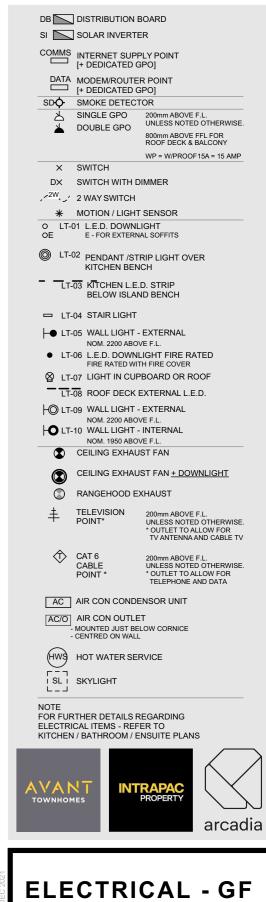
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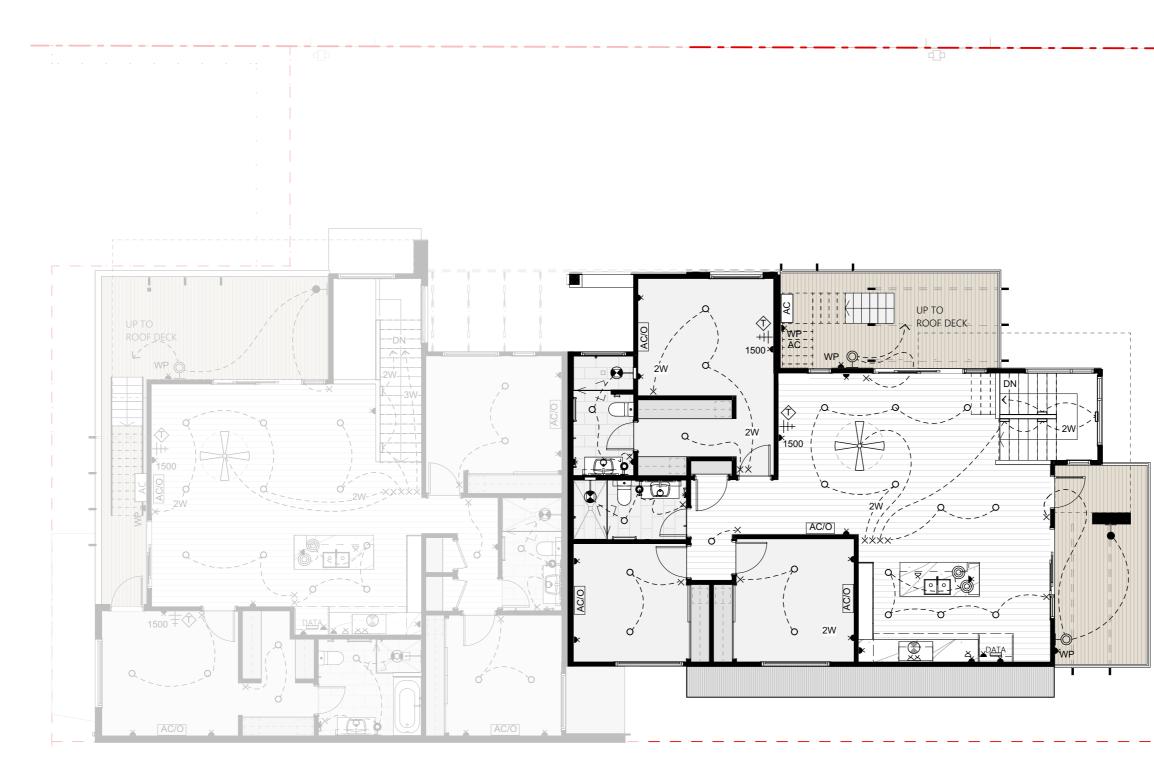
The content co that you have warranties or r controls that c To the extent p The Company

**GROUND FLOOR** 



#### FACADE 1





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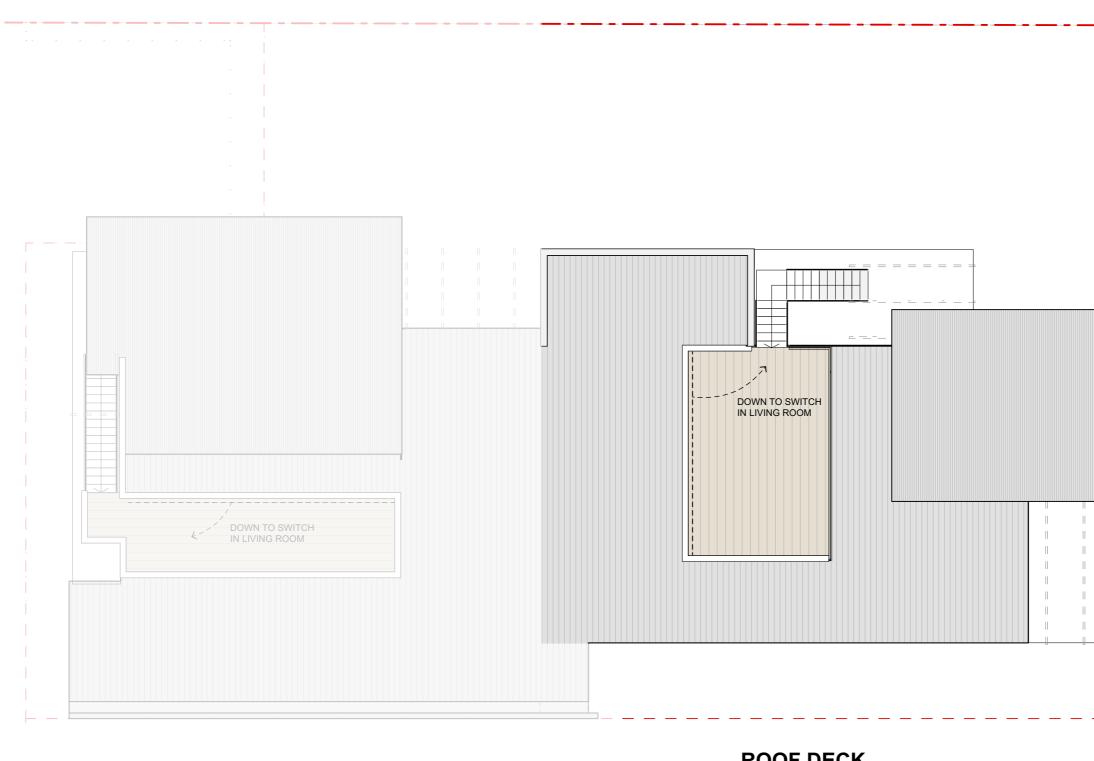




### FACADE 1

DB		BOARD	
si 📐	SOLAR INVERTE	ER	
	INTERNET SUPPLY POINT [+ DEDICATED GPO]		
	MODEM/ROUTE	R POINT	
	[+ DEDICATED G		
	SMOKE DETECT		
	SINGLE GPO DOUBLE GPO	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. 800mm ABOVE FFL FOR ROOF DECK & BALCONY	
	014/17-011	WP = W/PROOF15A = 15 AMP	
X	SWITCH SWITCH WITH D		
DX 2W			
	2 WAY SWITCH		
	MOTION / LIGHT		
O LT- OE	01 L.E.D. DOWNL E - FOR EXTERN		
© LT-	<sup>02</sup> PENDANT /ST KITCHEN BEN	RIP LIGHT OVER CH	
LT.	03 KITCHEN L.E. BELOW ISLAN		
	04 STAIR LIGHT		
1 -	-05 WALL LIGHT - NOM. 2200 ABO	VE F.L.	
	FIRE RATED WIT		
	-07 LIGHT IN CUF	BOARD OR ROOF	
	.09 WALL LIGHT -		
	NOM. 2200 ABO 10 WALL LIGHT -	VE F.L. INTERNAL	
	NOM. 1950 ABO		
		ST FAN <u>+ DOWNLIGHT</u>	
	RANGEHOOD E		
+	TELEVISION	200mm ABOVE F.L.	
-	POINT*	UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TV ANTENNA AND CABLE TV	
$\Diamond$	CAT 6 CABLE	200mm ABOVE F.L. UNLESS NOTED OTHERWISE.	
	POINT *	* OUTLET TO ALLOW FOR TELEPHONE AND DATA	
AC	AIR CON CONDE	ENSOR UNIT	
AC/O	AIR CON OUTLE MOUNTED JUST BE CENTRED ON WALL	LOW CORNICE	
HWS	HOT WATER SEI	RVICE	
	SKYLIGHT		
ELECTR	RTHER DETAILS R ICAL ITEMS - REF	ER TO	
	NT INT	RAPAC PROPERTY arcadia	
ELF	CTRI	CAL - FF	

DEC 202



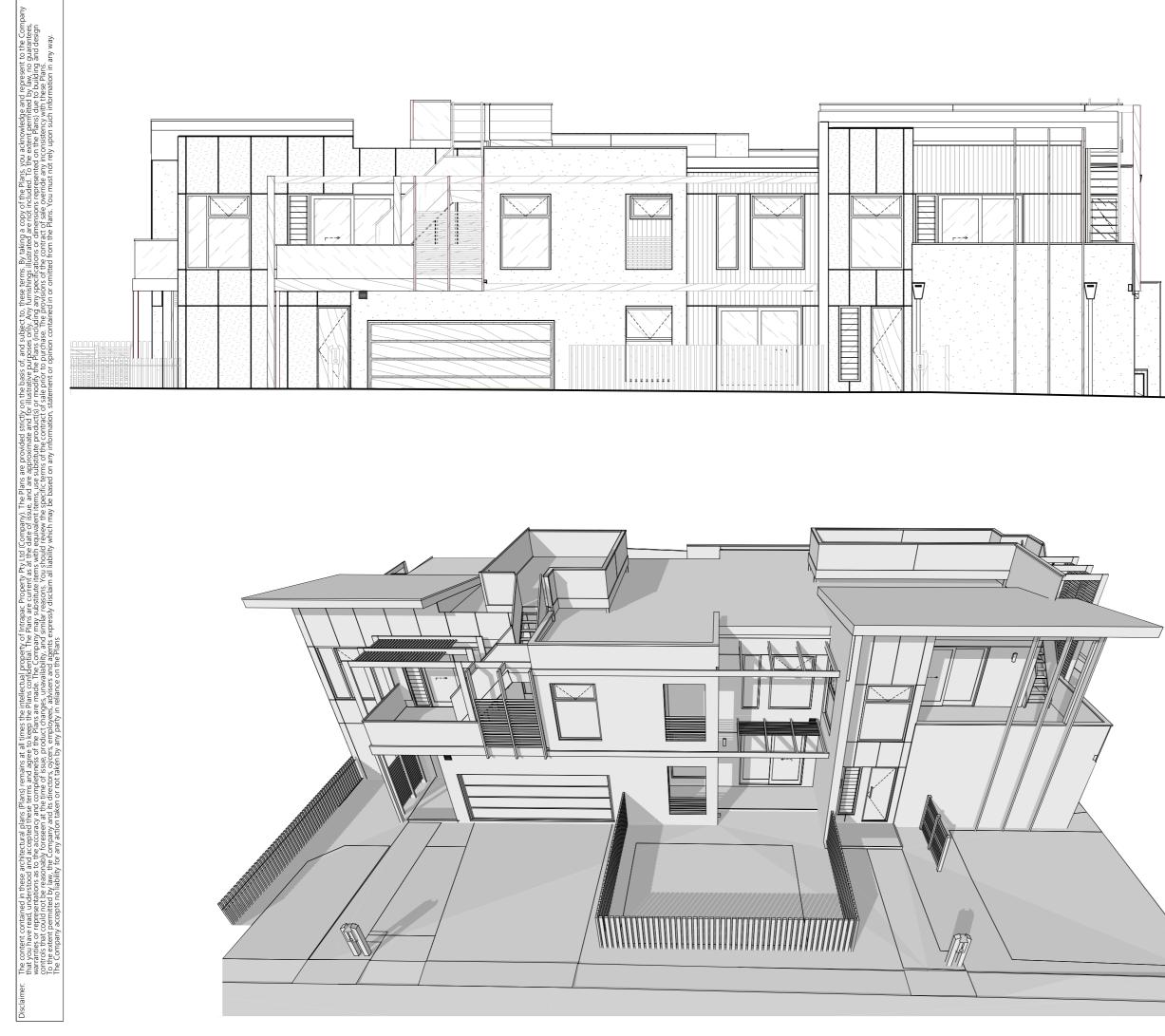
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**ROOF DECK** 



### FACADE 1

	DISTRIBUTION E	
	SOLAR INVERTE	R
	INTERNET SUPF [+ DEDICATED G	
	MODEM/ROUTE [+ DEDICATED G	
SDÓ	SMOKE DETECT	OR
	SINGLE GPO	200mm ABOVE F.L.
	DOUBLE GPO	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. 800mm ABOVE FFL FOR ROOF DECK & BALCONY
X	SWITCH	WP = W/PROOF15A = 15 AMP
DX	SWITCH WITH D	IMMER
,2W	2 WAY SWITCH	
	MOTION / LIGHT	SENSOR
	01 L.E.D. DOWNL	
OE	E - FOR EXTERN	AL SOFFITS
	02 PENDANT /ST KITCHEN BEN	СН
<sub>LT</sub>	03 KITCHEN L.E. BELOW ISLAN	
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• LT-	NOM. 2200 ABO	JGHT FIRE RATED
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٢	CEILING EXHAU	ST FAN
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	RANGEHOOD EX	KHAUST
+	TELEVISION POINT*	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TV ANTENNA AND CABLE TV
$\Diamond$	CAT 6 CABLE POINT *	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TELEPHONE AND DATA
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	MOUNTED JUST BE CENTRED ON WALL	LOW CORNICE
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3 BEDROOM 2 CAR SPACE

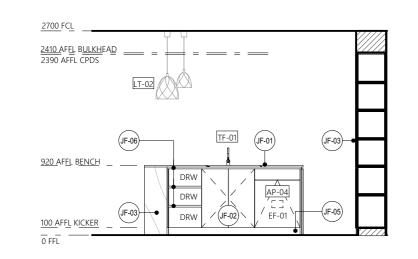


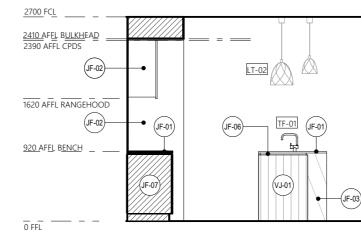
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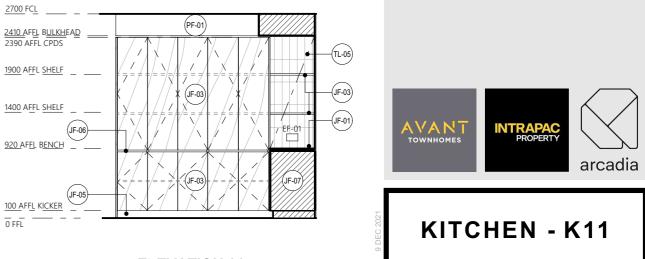
#### **ELEVATION 04**

#### **ELEVATION 05**

#### **ELEVATION 06**









KICKER -

(PF-01)

(VJ-01)

AP-03 EF-01

RH BEHIND

(JF-01

53 /

(JF-02)

EF-01

15 AMP

OVEN

(JF-02)

(TL-05)

AP-01 OVEN

DRW

(JF-02)-

EF-01

EF-01

AP-08MW

DRW

SKIRTING BOARD-

EF-01 DATA

REF SPACE

(PF-01)

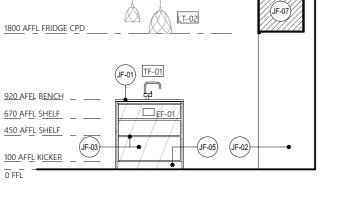
(JF-05)

EF-01

(JF-03)

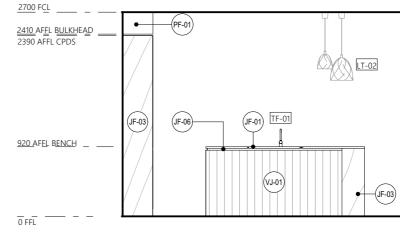
(JF-02)



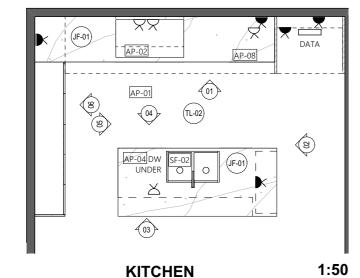


2700 FCL

2410 AFFL B<u>ULKHEAD</u> 2390 AFFL CPDS



**ELEVATION 03** 



ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com with Any furnishings illustrated are not included. To the extent pertited by law, no guarantees, (including any specifications or dimensions represented on the Plans) due to building and design ase. The powarons of the contract of sale overhide any inconsistency with these Plans, is contained in or omitted from the Plans. You must not rely upon such information in any way.

ins at all times the intellectual property of intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and agree to keep the Plans confidential. The Plans are current as at the date of issue, and are approximate and for littrative purpose acts of the Plans are made. The Company may substitute frams with equivalent items, use substitute product(s) or modify the Plans sue, product changes, unavailability, and similar reasons. You should review the specific terms of the contract of sale prior to purch (yets, employees, advises and ageins expressly disclaim all liability which may be based on any information, statement or opinion ken by any party in reliance on the Plans

> re read, understood and acco representations as to the a r representations as to the a t could not be reasonably foi t permitted by law, the Com yy accepts no liability for any.

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2410 AFFL B<u>ULKHEAD</u> 2390 AFFL CPDS

1800 AFFL FRIDGE CPD

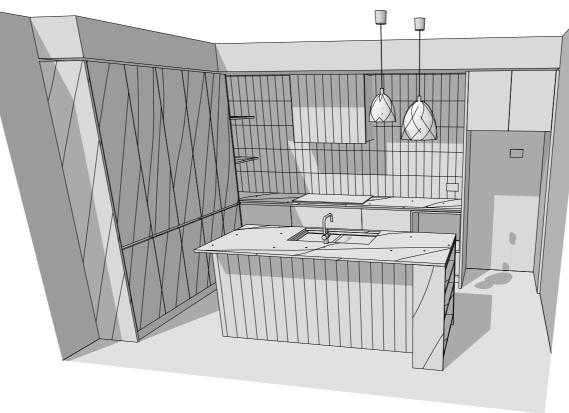
1620 AFFL RANGEHOOD

920 AFEL BENCH

100 AFFL KICKER

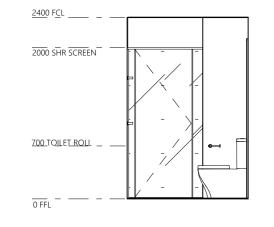
(JF-06)-

(JF-05)

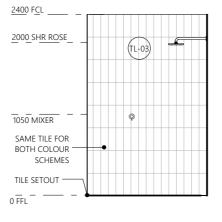


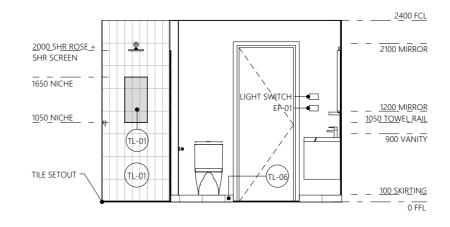




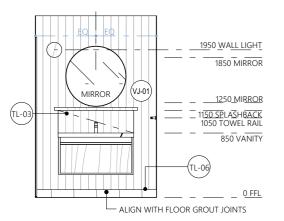


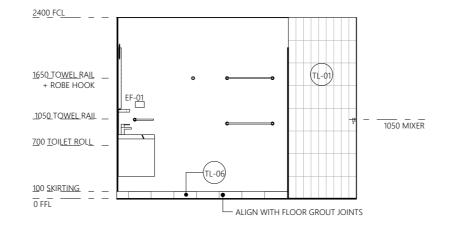




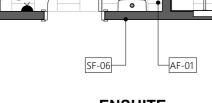








**ELEVATION 02** 



AF-04 AF-02

AF-03

VB-01-

TF-03

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pace Property Pyt true (Company). The Plana see provided strictly on the basis of and 2 are current as at the date of issue, and are approximate and for illustrative purpose substitute items with equivalent items. Use substitute product(s) or modify the Plans ar reasons. You should review the specific terms of the contract of sale prior to purch sky disclaim all lability which may be based on any information, statement or ophiou

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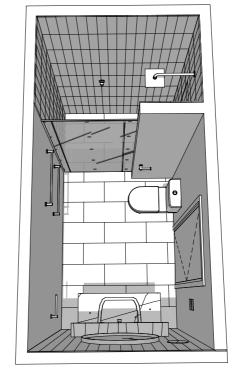
SF-05

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TF-04

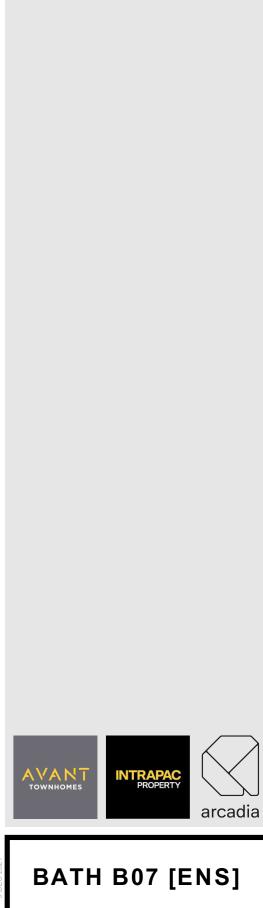


### **ELEVATION 04**

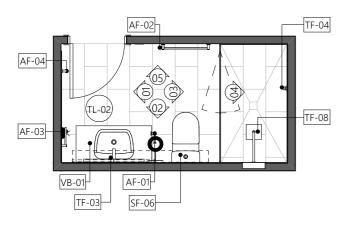
### **ELEVATION 05**

ELEVATION 03





DEC 2021



BATHROOM

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es terrins. By taking a copy of the Plans, you acknowledig, nishings illustrated are not included. To the extern permi specifications or dimensions represented on the Plans) is of the contract of sale overhide any inconsistency we or omitted from the Plans. You must not rely upon such

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1:50

2400 FCL

SHR SCREEN

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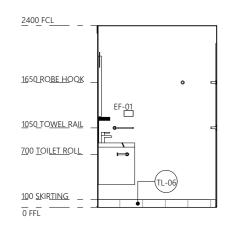
TILE SETOUT -

<u>100 SKIR</u>TING

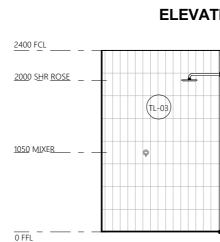
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2000 SHR ROSE +





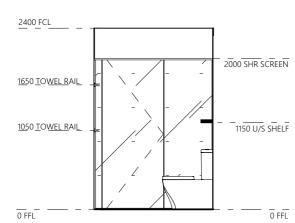


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(TL-01)

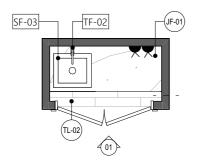
2300 FCL (TL-01) 1650\_TOWEL\_RAIL LIGHT SWITCH <u>1050\_TOWEL\_RAIL</u> -(TL-06) <u>10</u>0 <u>SKIRTING</u> 0 FFL

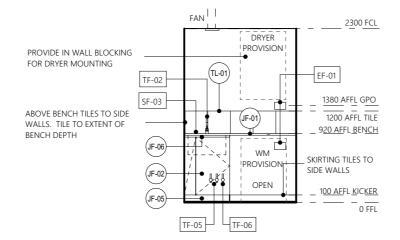


**ELEVATION 03** 



**ELEVATION 05** 







### **ELEVATION 01**

#### **ELEVATION 02**

Θ

MIRROR

(VJ-01)

(TL-03)

### 700 TOILET ROLL (TL-06) ALIGN WITH FLOOR GROUT JOINTS

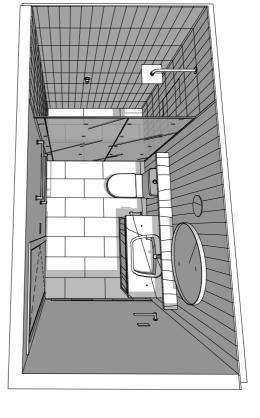
2000 MIRROR

1200 MIRROR

850 VANITY

1150 SPLASHBACK

1950 WALL LIGHT





2000 SHR SCREEN

1050 MIXER

SAME TILE FOR BOTH COLOUR SCHEMES

TILE SETOUT 



**BATH B08 + LDY 02** 





**GROUND FLOOR** 

ual property of intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com-midental. The Plans are current as a the date of issue, and are approximate and for liturative purposes only. Any furnishings illustrates are not included. To the actent perimeted by law no guarantees. The Company substitute items with equivalent items, use substitute product(s) or modify the Plans (including any substitute items with equivalent items, use substitute product(s) or modify the Plans (including any substitute of the Plans) due to building and design at allability, and similar reasons routs with equivalent items, use substitute product(s) or modify the Plans (including and subject to the contract of sale prior to purchase. The provisions of the contract of sale prior to purchase. The provisions of the contract of sale owind exists with equivalent tiems with the contract of sale prior to purchase. The provisions of the contract of sale prior to purchase. The provisions of the contract of sale owind exists with the sale and represented on the Plans. Any unsubstitute active of a contract of sale prior to purchase. The provisions of the contract of sale owind exists with the sale and represented on the Plans. The provisions of the contract of sale owind exists are active to the provisions of the contract of sale owind exists are active to the Plans.

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FACADE 1

### 3 BEDROOM

### 2 CAR SPACE

NSA
DWELLING B

	FIRST FLOOR	121
	GROUND FLOOR	10
		131 m²
GFA		
DWELLING B		
	BALCONY 1	25
	FIRST FLOOR	121
	GARAGE	40
	GROUND FLOOR	10
	PORCH	3
	ROOF DECK	18
		217 m <sup>2</sup>

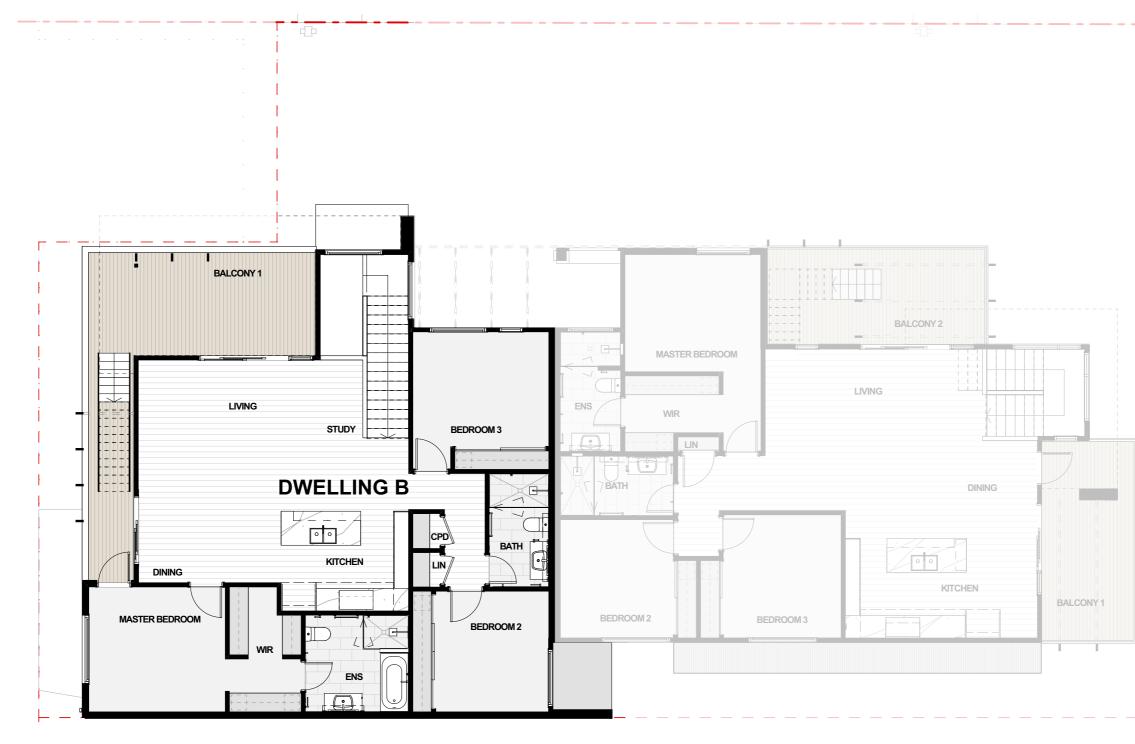




# PLAN - GF

LEVEL 1

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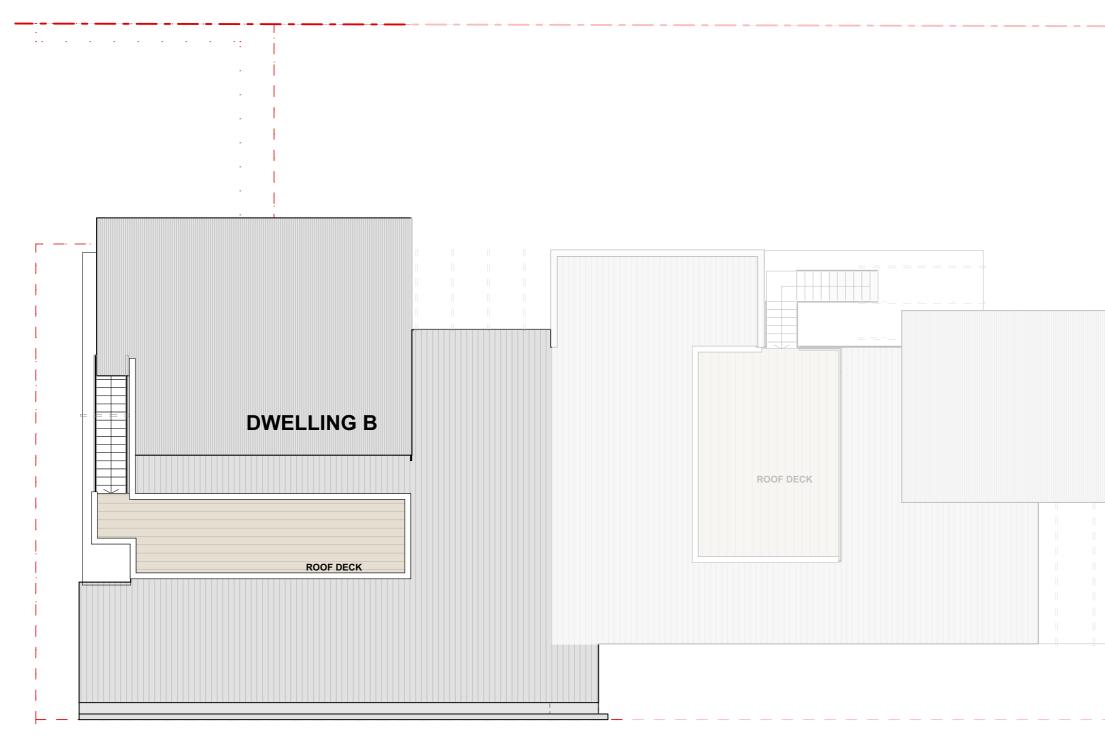


FACADE 1

3 BEDROOM 2 CAR SPACE



# PLAN - L1



**ROOF DECK** 

ctual property of intrapac Property Pty Ltd (Compary). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com-confidential. The Plans are current as at the date of issue, and are approximate and for illustrative burgoese only. Any funcishings illustrated are not included. To the arean permitted by law no guarantees de. The Company may substitute items with equivalent items, use subsitute product(s) or modify the Plans (including any specifications or dimensions represented on the Plans) due to building and design navailability, and similar reasons. You should review the specific terms of the contract of sale prior to purchase. The provisions of the contract of sale owneride any inconsistency with these Plans. The approximate supers expressly disclaim all liability which may be based on any information, statement or opinion contained in or omitted from the Plans. You must not rely upon such information in any way.

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FACADE 1

3 BEDROOM 2 CAR SPACE



PLAN - ROOF

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**GROUND FLOOR** 

tual property of Intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Common the Plans are current as at the date of issue, and are approximate and for illustrative purposes only. Any furnishings illustrated are not included. To the extent permitted by law, no guarantees, the form any substitute items with requiveling the plans processing of the plans. You acknowledge and represent to the Common term are approximate and for illustrative purposes only. Any furnishings illustrated are not included. To the extent permitted by law, no guarantees, a value plans intervation term are approximate and for illustrative purposes only. Any furnishings illustrated are not included. To the extent permitted by law, no guarantees, available relevant terms, use the trace of the contract of sale prior to purchase. The provisions of the contract of sale prior to purchase. The provisions of the contract of sale prior to purchase. The provisions of the contract of sale prior to purchase and the plans. You must not rely upon such information in any way. For the plans.

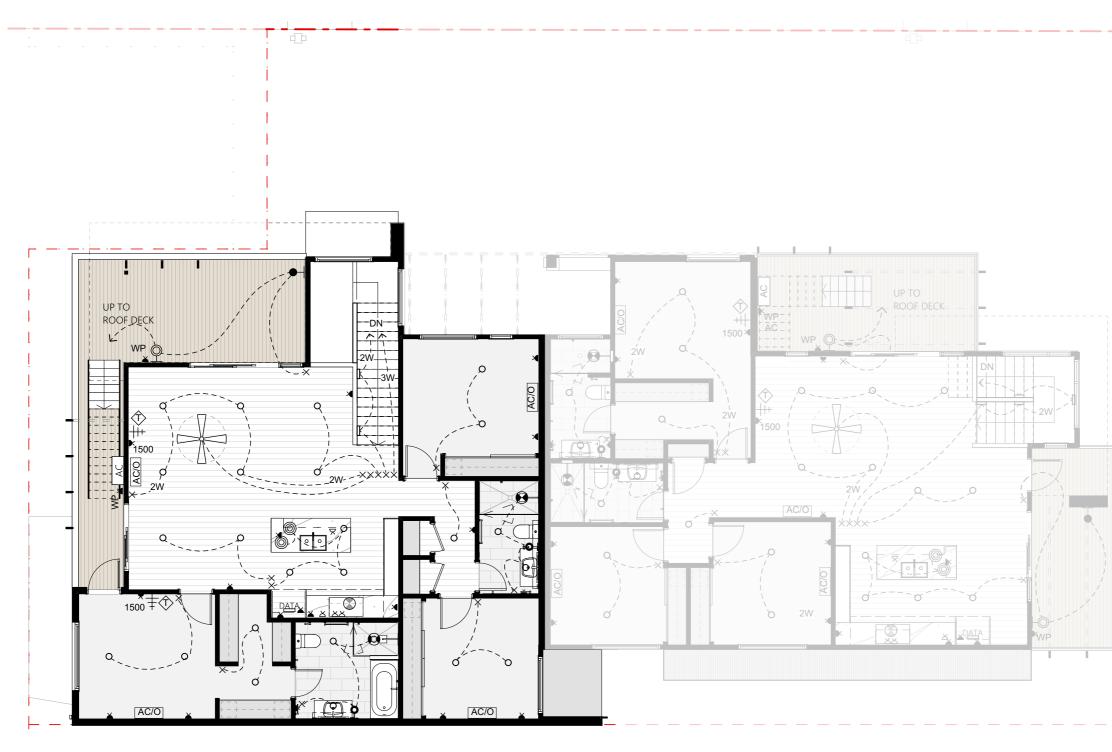
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# AUREUS THE LENNOX -DWELLING B

### FACADE 1

DB		BOARD
SI 📐	SOLAR INVERT	ER
	INTERNET SUP	
	MODEM/ROOTE	
	[+ DEDICATED (	•
SDQ-	SMOKE DETEC	200mm ABOVE F.L.
	DOUBLE GPO	UNLESS NOTED OTHERWISE. 800mm ABOVE FFL FOR ROOF DECK & BALCONY WP = W/PROOF15A = 15 AMP
×	SWITCH	
DX	SWITCH WITH [	DIMMER
, <sup>2200</sup> ,'	2 WAY SWITCH	
<b>.</b>	MOTION / LIGH	
O LT- OE	01 L.E.D. DOWN E - FOR EXTERN	
© LT-	02 PENDANT /ST KITCHEN BEN	
<sub>LT</sub>	-03 KITCHEN L.E BELOW ISLA	
	-04 STAIR LIGHT	
-● LT	-05 WALL LIGHT NOM. 2200 ABO	
• LT	-06 L.E.D. DOWN	LIGHT FIRE RATED TH FIRE COVER
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$\odot$	RANGEHOOD E	XHAUST
+	TELEVISION POINT*	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TV ANTENNA AND CABLE TV
$\Diamond$	CAT 6 CABLE POINT *	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TELEPHONE AND DATA
AC	AIR CON COND	ENSOR UNIT
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DEC 2021

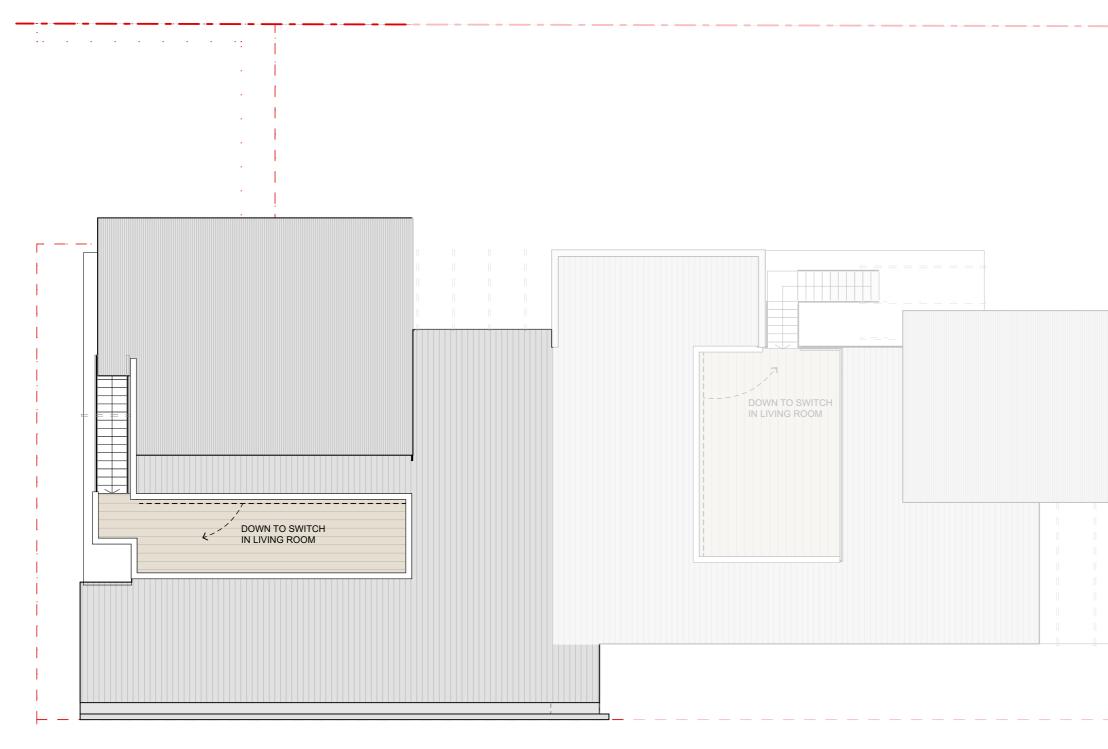




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# AUREUS THE LENNOX -DWELLING B

### FACADE 1



**ROOF DECK** 

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# AUREUS THE LENNOX -DWELLING B

### FACADE 1

DB	DISTRIBUTION E	OARD	
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	INTERNET SUPF [+ DEDICATED G		
	MODEM/ROUTE		
SDÓ	SMOKE DETECT	-	
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× ×	SINGLE GPO DOUBLE GPO	200mm ABOVE F.L. UNLESS NOTED OTH 800mm ABOVE FFL F ROOF DECK & BALCO	OR DNY
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DX	SWITCH WITH D	IMMER	
, <sup>2W</sup>	2 WAY SWITCH		
	MOTION / LIGHT	SENSOR	
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	KITCHEN BEN	СН	
LT-	03 KITCHEN L.E. BELOW ISLAN		
- LT-	04 STAIR LIGHT		
⊢● LT-	•05 WALL LIGHT - NOM. 2200 ABO\		
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⊗ LT-	FIRE RATED WIT	BOARD OR ROOF	
	08 ROOF DECK		
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	RANGEHOOD EX	KHAUST	
+	TELEVISION POINT*	200mm ABOVE F.L. UNLESS NOTED OTH * OUTLET TO ALLOW TV ANTENNA AND C	FOR
$\Diamond$	CAT 6 CABLE POINT *	200mm ABOVE F.L. UNLESS NOTED OTH * OUTLET TO ALLOW TELEPHONE AND D	FOR
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3 BEDROOM 2 CAR SPACE



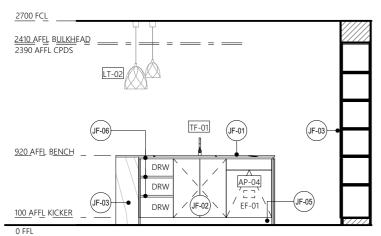
### ELEVATIONS

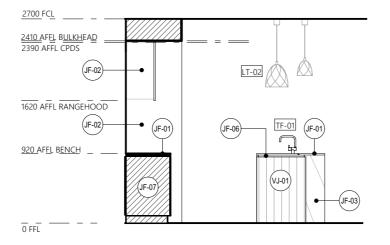
9 DEC 202

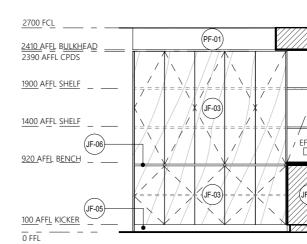




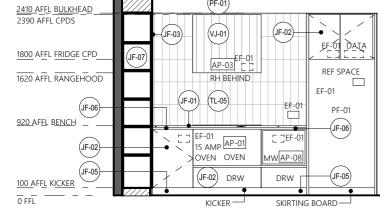
#### **ELEVATION 06**

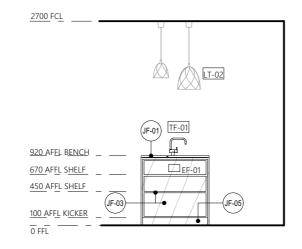




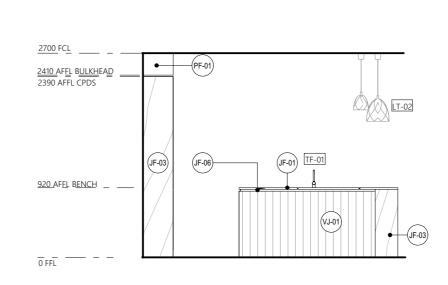








**ELEVATION 02** 



**ELEVATION 03** 

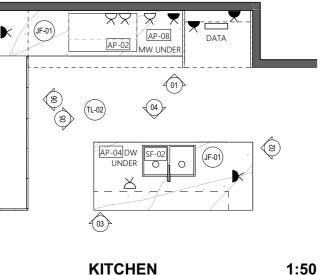


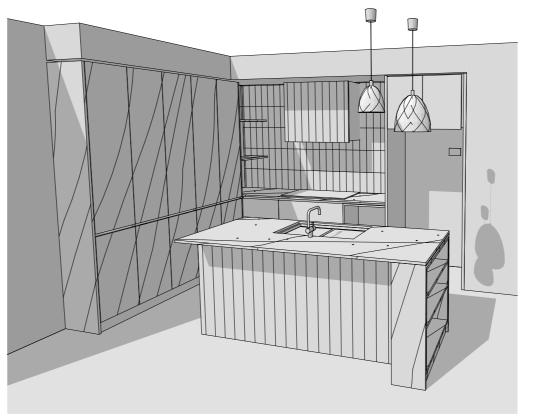
ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com which Any furnishings illustrated are not included. To the extent perimted by law, no guarantees, including any specifications or othenesions represented on the Plans) due to building and design set. The provisions of the contract of sale override any inconsistency with these Plans, contained in or omitted from the Plans. You must not rely upon such information in any way.

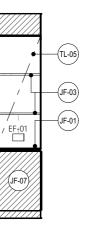
he intellectual property of Intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and be Plans confidential. The Plans are currents as the date of issue and are approximate and for illustrative purposes are made. The Company may substitute items with equivalent items, use substitute product(s) or modify the Plans anges, unavailability, and similar reasons. You should review the specific terms of the contract of sale prior to purfor set, adviss and agents expressly disclaim all liability which may be based on any information, statement or opinior or in reliance on the Plans.

> cepted these ferms and agree to keep accuracy and completeness of the Plar accuracy and completeness of the Plar oreseen at the time of issue, product cf mpany and its directors, ovcers, employ ny action taken or not taken by any par

The content contained in these architectu that you have read, understood and acce warrantes or representations as to the ac controls that could not be reasonably for to the extent permitted by law, the Com The Company accepts no labality for any.









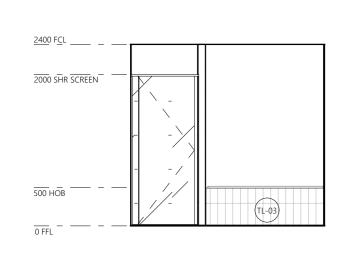








### **ELEVATION 03 (BATH B09)**





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2400 FCL

2000 SHR ROSE +

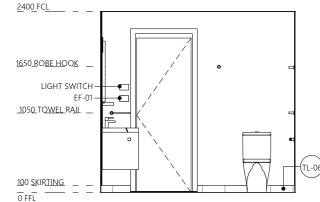
SHR SCREEN

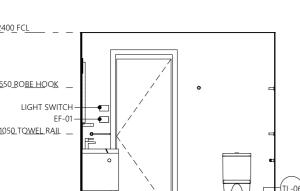
1650 NICHE

#### 2400\_FCL (TL-01) 6 2000 SHR SCREEN <u>1650\_TOWEL\_RAIL</u> <u>10</u>50\_TO<u>WEL</u>RA<u>IL</u> 0 <u>700 TOILET ROLL</u> -(TL-06) - TILE SETOUT <u>10</u>0 <u>SKIRTING</u> 0 FFL

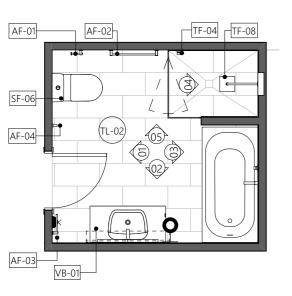
**ELEVATION 05 (BATH B09)** 

### **ELEVATION 01 (BATH B09)**









MK BATH B09

ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com conty. Any furnishings illustrated are not included. To the extent perimed by law, no guarantees, functioning any specifications or dimensions represented on the Plans) due to building and design ase. The provisions of the contract of sale override any inconsistency with these Plans, is contained in or omitted from the Plans. You must not rely upon such information in any way.

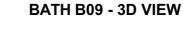
Intrapac Property PAV Ltd Company. The Plans are provided strictly on the basis of and : Plans are current as at the date of issue, and are approximate and for illustrative purposes impact substitute items with equivalent items, use substitute product(s) or modity the Plans similar reasons. You should review the specific terms of the contract of sale prior to purch expressly disclaim all liability which may be based on any information, statement or opinior

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\_\_\_\_2000\_MIRROR 1950 WALL LIGHT

1200 MIRROR

850 VANITY 700 TOILET ROLL L-06

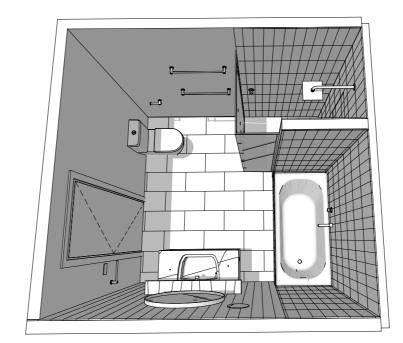
1150 SPLASHBACK 1050 TOWEL RAIL

(VJ-01)

**ELEVATION 02 (BATH B09)** 

(TL-03)

ALIGN WITH FLOOR GROUT JOINTS





<u>2000 SHR</u> R<u>O</u>SE<u>+</u> SHR SCREEN

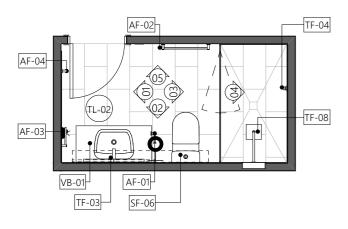
1050 MIXER SAME TILE FOR

BOTH COLOUR SCHEMES

0 FFL







uge and represent to the Comp mitted by law, no guarantees, b) due to building and design with these Plans,

The sterns. By taking a copy of the Plans, you acknowledge inshings illustrated are not included. To the extent permit specifications or dimensions represented on the Plans) ( and other contract of sale overhide any inconsistency we or omitted from the Plans. You must not rely upon such or omitted from the Plans.

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by Luf Company, The Plans are provided strictly on the basis of, and at the date of issue, and are approximate and for illustrative purpose is with equivalent items, use substitute product(s) or modify the Plans should review the specific teams of the contract of sale prior to purch liability which may be based on any information, statement or ophion

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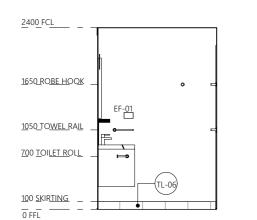
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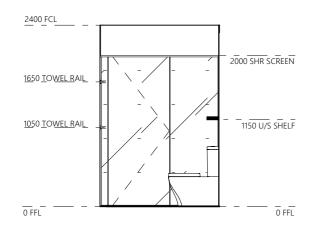
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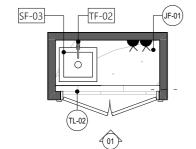
The conte that you h warrantie controls t To the ex The Comi MK BATH B08



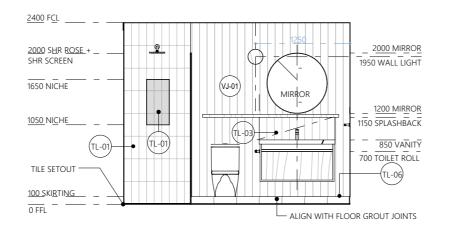
#### **ELEVATION 01 (BATH B08)**



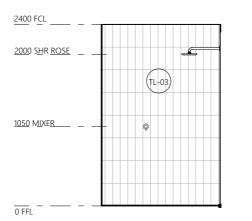
### **ELEVATION 03 (BATH B08)**





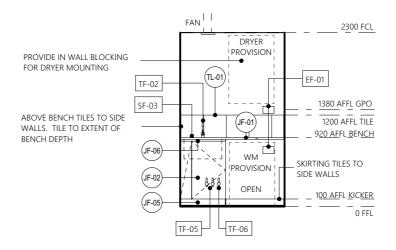


ELEVATION 02 (BATH B08)

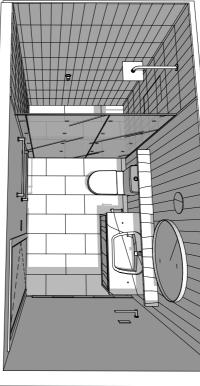


**ELEVATION 04 (BATH B08)** 

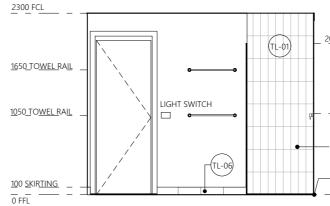




**ELEVATION 01 (LAUNDRY POD V)** 



#### BATH B08 - 3D VIEW







2000 SHR SCREEN

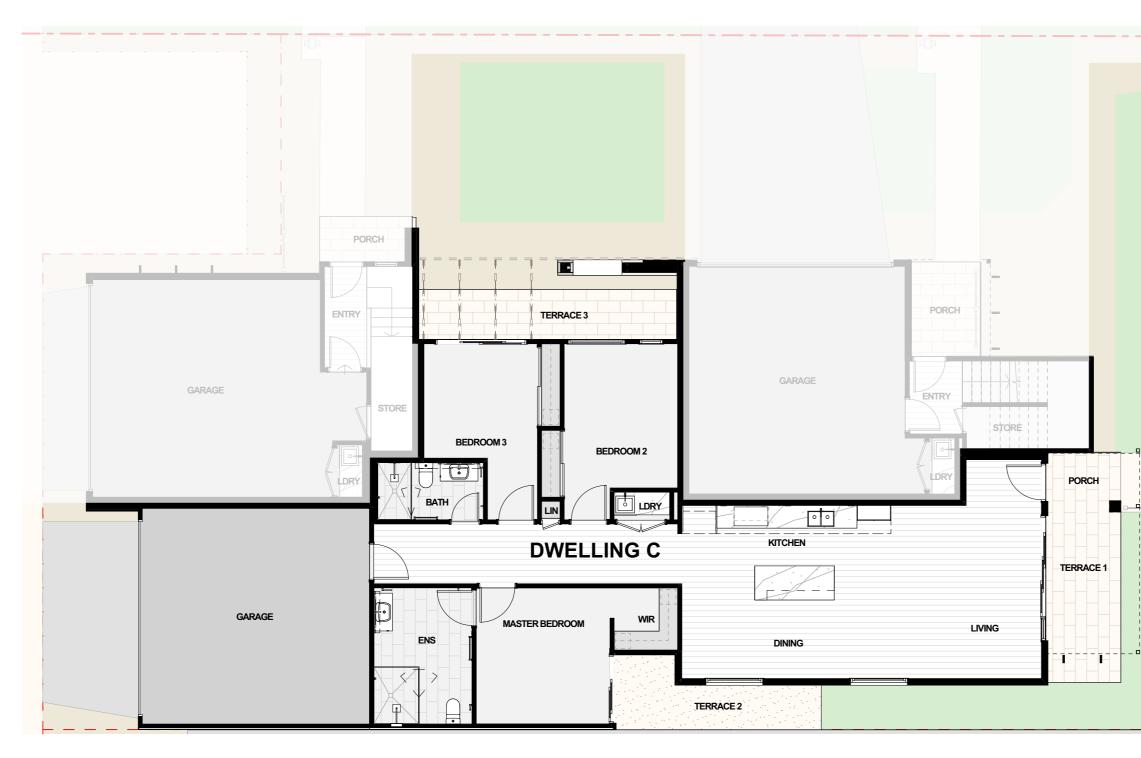
1050 MIXER

SAME TILE FOR BOTH COLOUR SCHEMES

- TILE SETOUT



DEC 2021



### **GROUND FLOOR**

ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com c only. Any furnishings illustrated are not included. To the extent permitted by law no guarantees, including any specifications or dimensions represented on the Plans) due to building and design set. The provisions of the contract of sale override any inconsistency with these Plans. I contained in or omitted from the Plans. You must not rely upon such information in any way.

ctual property of intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and s ordifferitial. The Plans are current as at the date of issue, and are approximate and for illustrative purposes le. The Company may substitute items with equivalent items, use substitute product(s) or modify the Plans, navailability, and similar reasons. You should review the specific terms of the contract of sale prior to purch ever and ageins expressly disclaim all liability which may be based on any information, statement or opinion

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The content contained in these architectural that we content contained understood and accurate that you have readed, understoons as to the accurate controls that could not be reasonably for essent perturbed by law, the Company, The Company accepts no liability for any activity.



FACADE 1

### 3 BEDROOM

### 2 CAR SPACE

NSA DWELLING C

1000	GROUND FLOOR	126
		126 m²

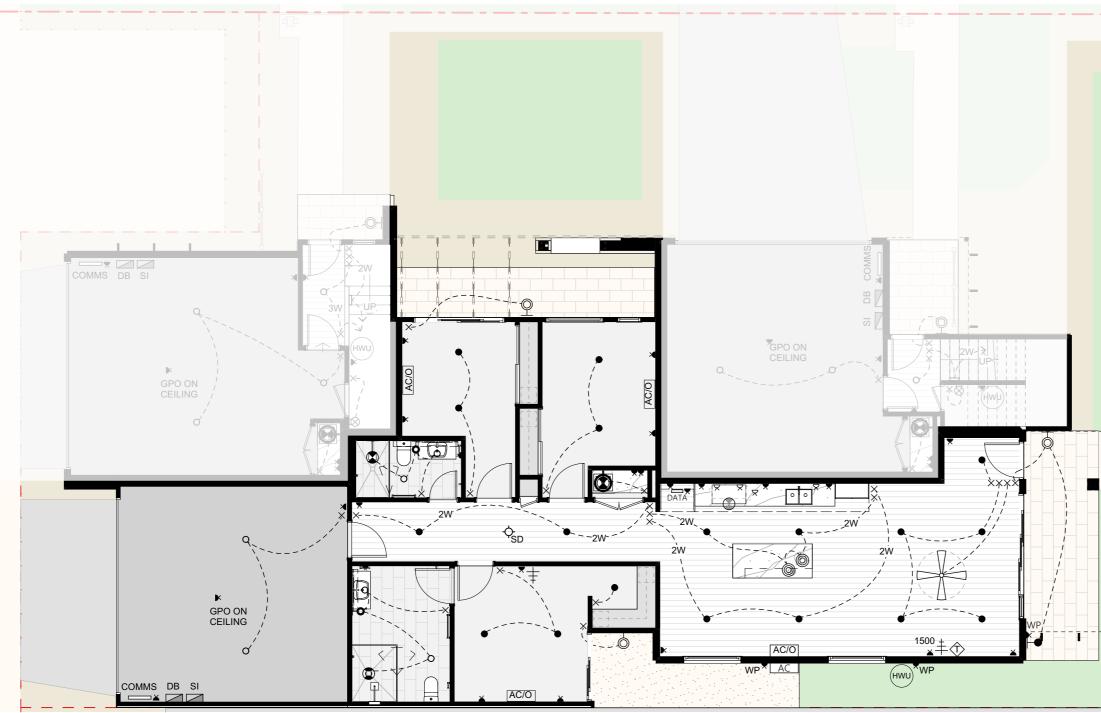
#### GFA DWELLING C

	 189 m²
TERRACE 3	9
TERRACE 2	8
TERRACE 1	9
GROUND FLOOR	126
GARAGE	37



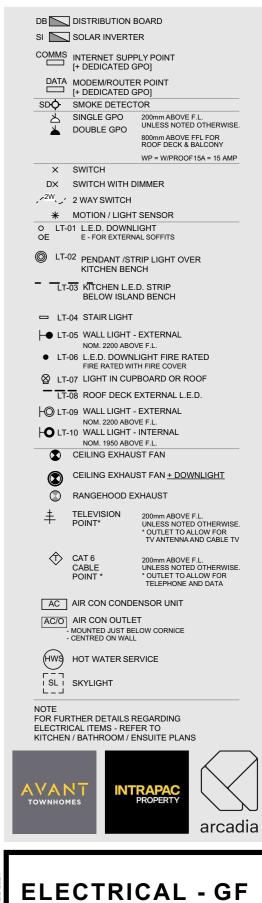


# PLAN - GF

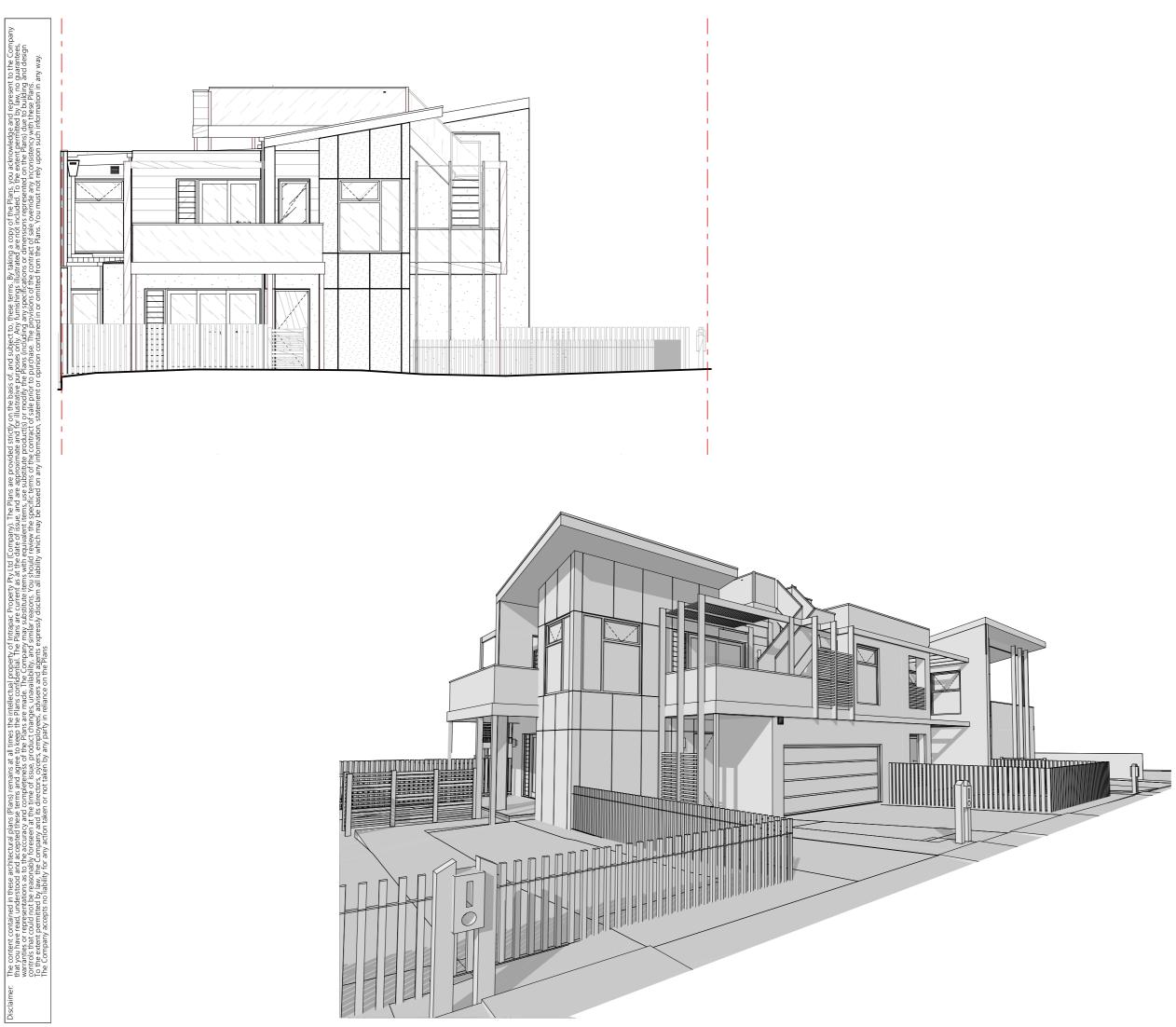


**GROUND FLOOR** 









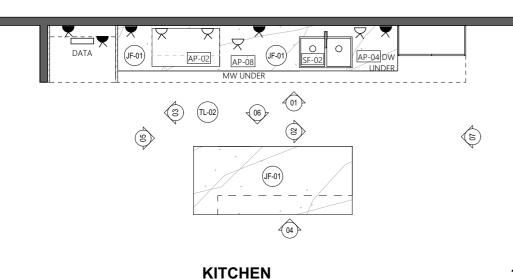


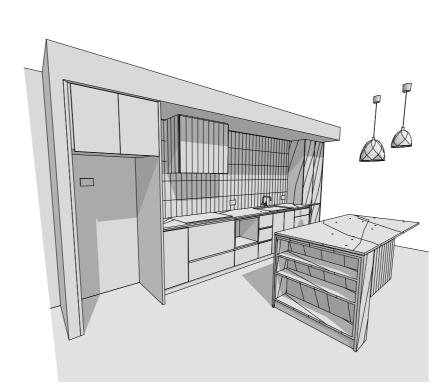
3 BEDROOM 2 CAR SPACE



# ELEVATIONS

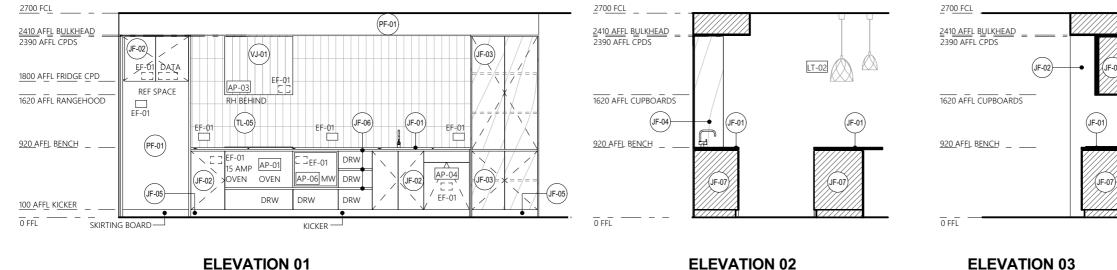
1000 01



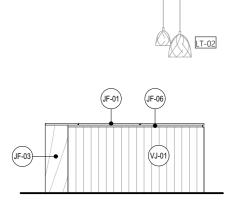


1:50

2700 FCL



**ELEVATION 01** 

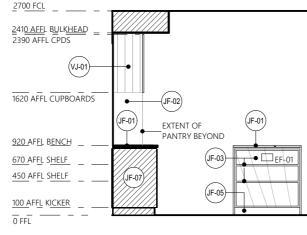


uge and represent to the Comp mitted by law, no guarantees, s) due to building and design with these Plans.

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al property of intrapac Property PyLtd (Company) The Plans are provided strictly on the basis of and inflaential. The Plans are currents as the deale of issue, and are approximate and for illustrative purpose. The Company may substitute items with equivalent items, use substitute product(s) or modify the Plans anaibility, and similar reasons. You is hould review the specific terms of the contract of is ab prior to purch s and aggins expressly disclaimal illability which may be based on any information, statement or ophilod to purch aggins expressions with sequence of the prior of the prior of the prior and aggins expressions with sequence of the prior of the prior

The content contained in these architectu that you have read, understood and acce warranties or representations as to the acc controis that could not be reasonably for To the extent permitted by law, the Com The Company accepts no liability for any.



2410 AFEL B<u>ULKH</u>EAD 2390 AFFL CPDS LT-02 LT-02 (JF-01) (JF-06) (JF-01) <u>920 AFFL BENCH</u> <u>920 AFFL</u> B<u>ENCH</u> DRW (JF-02) (VJ-01) DRW JF-02 (JF-03) (JF-05) DRW 100 AFFL KICKER 0 FFL 0 FFL

2700 FCL

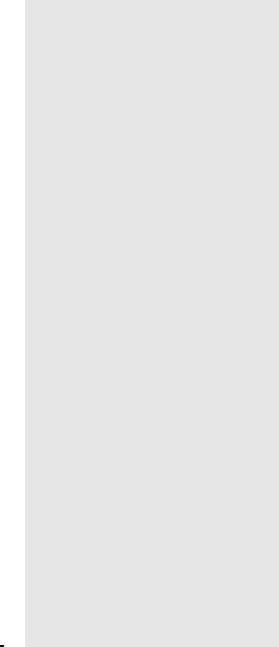
**ELEVATION 04** 

**ELEVATION 05** 

**ELEVATION 06** 

**ELEVATION 07** 





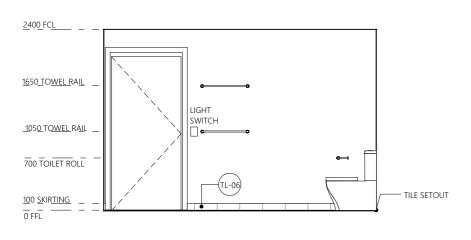




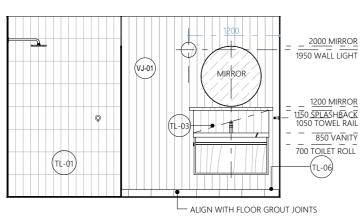
INTRAPAC PROPERTY

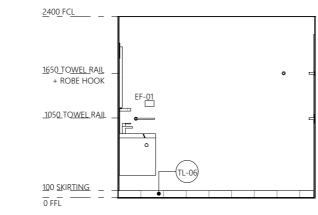
arcadia

### ELEVATION 03 (BATH B10)

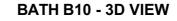


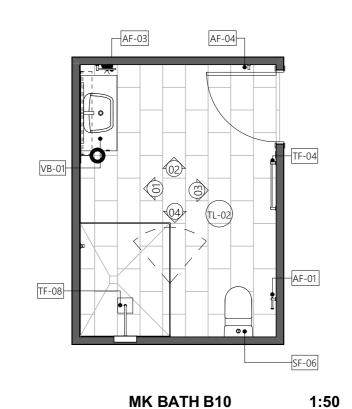
### ELEVATION 01 (BATH B10)





**ELEVATION 02 (BATH B10)** 

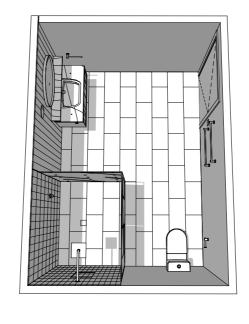




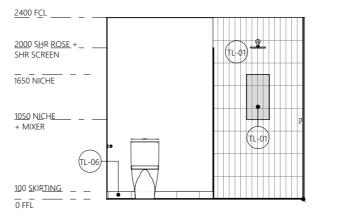
operty of intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com and The Plans are current as at the date of issue, and are approximate and for illustrative burposes only. Any functionis illustrated are not included. To the arean permetted by law no guarantees. Company may substitute tiems with equivalent items use substitute product(s) or modify the Plans (including any specifications or dimensions represented on the Plans) due to building and design lifty, and similar reasons. You should review the specific terms of the contract of sale prior to purchase. The provisions of the contract of sale owerdee any inconsistency with these Plans. The Plans are spressly disclaim all liability which may be based on any information, statement or opinion contained in or mitted from the Plans. You must not rely upon such information in any way.

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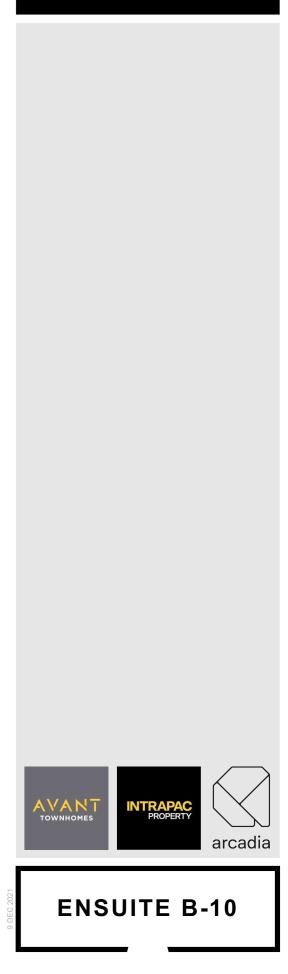


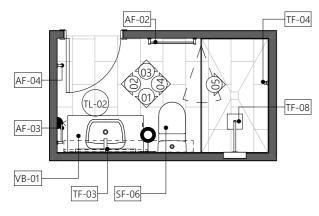
ELEVATION 04 (BATH B10)











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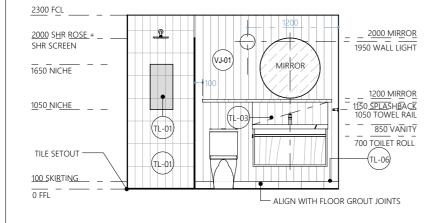
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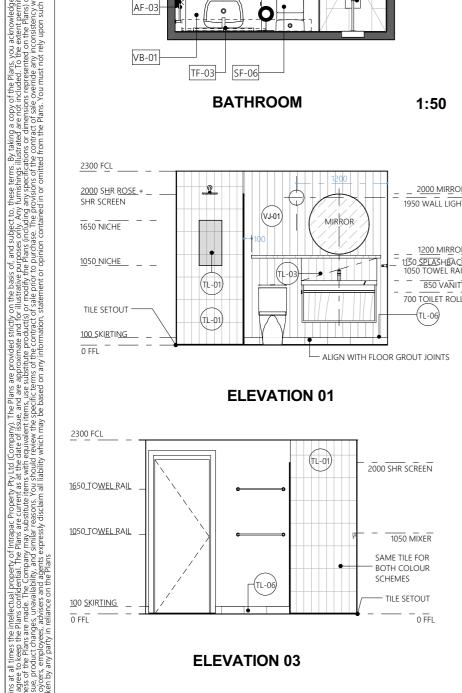
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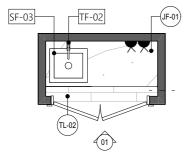
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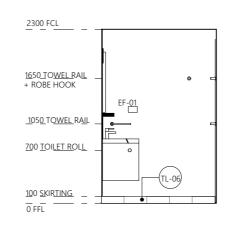


#### **ELEVATION 01**

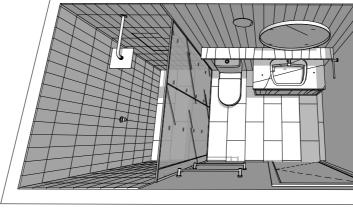


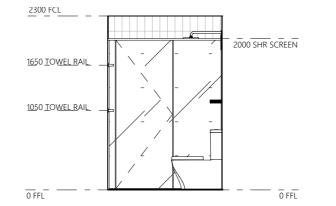
**ELEVATION 03** 

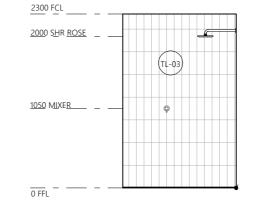




**ELEVATION 02** 

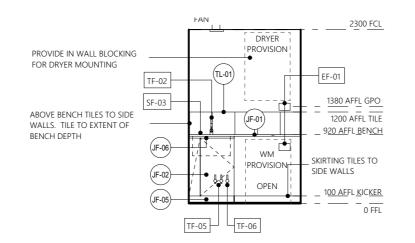






**ELEVATION 04** 

**ELEVATION 05** 





### **ELEVATION 01**



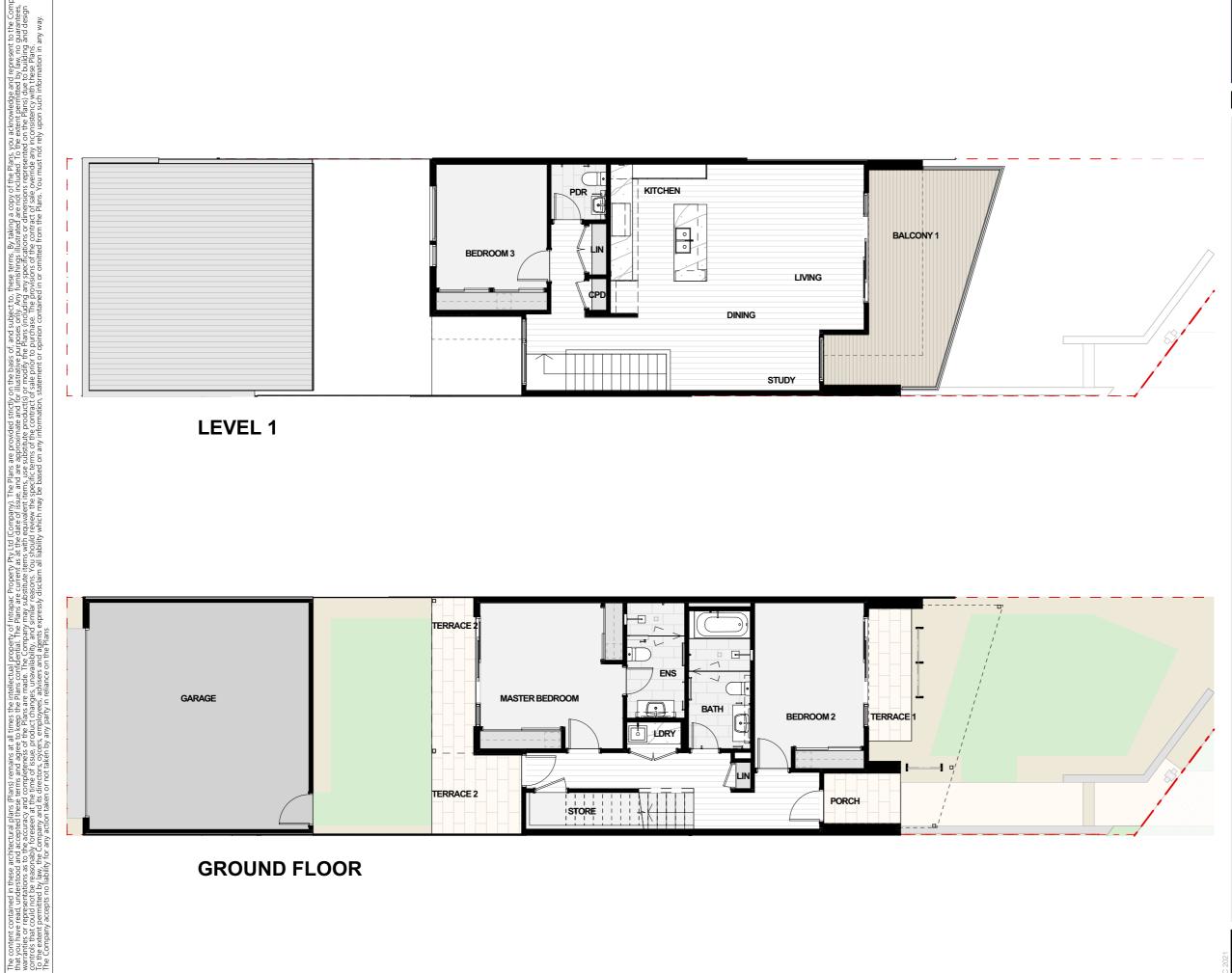












**GROUND FLOOR** 



### 3 BEDROOM

### 2 CAR SPACE

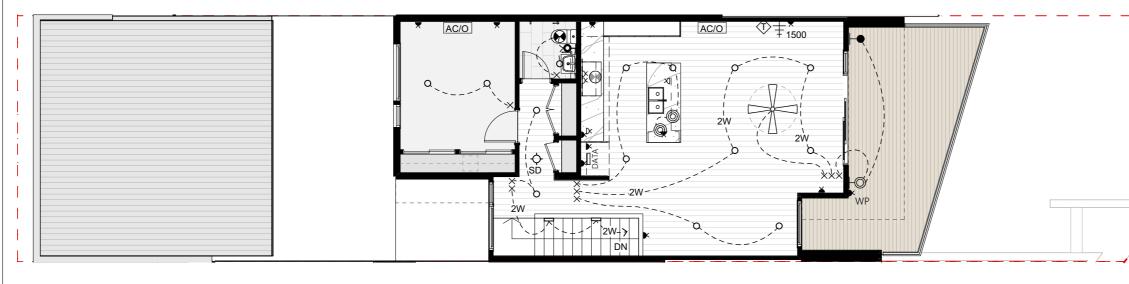
NSA	
FIRST FLOOR	70
GROUND FLOOR	65
	135 m²
GFA	
BALCONY	18
FIRST FLOOR	70
GARAGE	40
GROUND FLOOR	65
PORCH	3
TERRACE 1	4
TERRACE 2	10
	210 m²





# PLAN







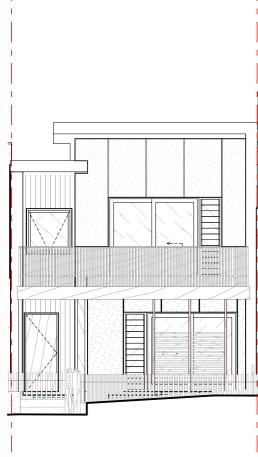


**GROUND FLOOR** 



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		SOLAR INVERTER		
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		DOUBLE GPO	UNLESS NOTED OTHERWISE. 800mm ABOVE FFL FOR	
			ROOF DECK & BALCONY WP = W/PROOF15A = 15 AMP	
	×	SWITCH	WP = W/PROOF 15A = 15 AMP	
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	-● LT-	05 WALL LIGHT - NOM. 2200 ABO		
	● LT-	06 L.E.D. DOWN FIRE RATED WI	LIGHT FIRE RATED	
		_	BOARD OR ROOF	
			EXTERNAL L.E.D.	
		09 WALL LIGHT - NOM. 2200 ABO	VE F.L.	
		10 WALL LIGHT - NOM. 1950 ABO	VE F.L.	
		CEILING EXHAU		
			IST FAN <u>+ DOWNLIGHT</u>	
	+	RANGEHOOD E		
	+	POINT*	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TV ANTENNA AND CABLE TV	
	$\Diamond$	CAT 6 CABLE POINT *	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TELEPHONE AND DATA	
	AC	AIR CON CONDE	ENSOR UNIT	
	AC/O	AIR CON OUTLE MOUNTED JUST BE CENTRED ON WALL	LOW CORNICE	
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		SKYLIGHT		
	ELECTR	RTHER DETAILS F CAL ITEMS - REF I / BATHROOM / E	ER TO	
			RAPAC PROPERTY arcadia	
9 DEC 2021	Ε	LECT	RICAL	









3 BEDROOM 2 CAR SPACE



# ELEVATIONS





**GROUND FLOOR** 



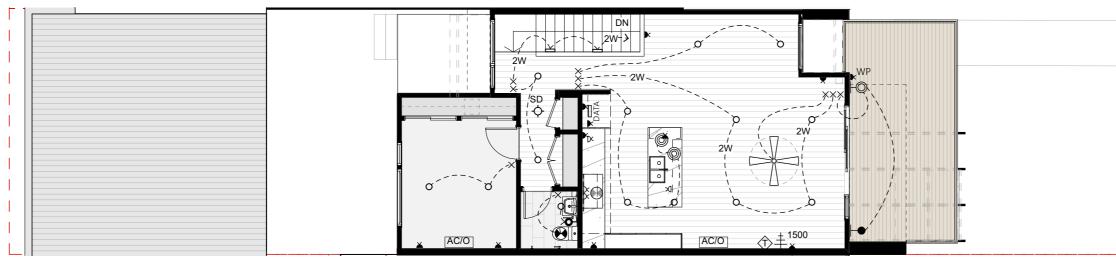
3 BEDROOM

### 2 CAR SPACE

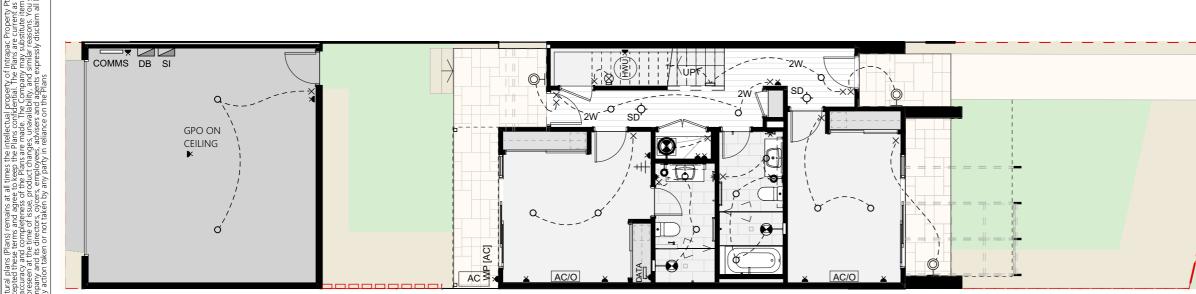
NSA	
FIRST FLOOR	89
GROUND FLOOR	92
	181 m²
GFA	
FIRST FLOOR	70
GARAGE	40
GROUND FLOOR	65
	175 m²



### PLAN







**GROUND FLOOR** 

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By taking a copy of the Plans, you acknowledge and represent to the Com illustrated as are not included. To the stream permitted by law no guarances, alons or dimensions represented on the Plans) due to building and design the contract state varies any inconsistency, with these Plans.

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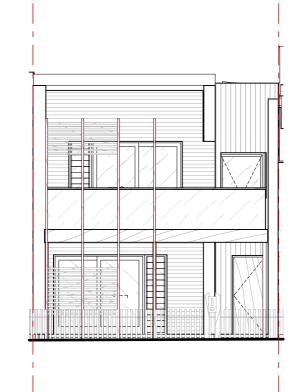
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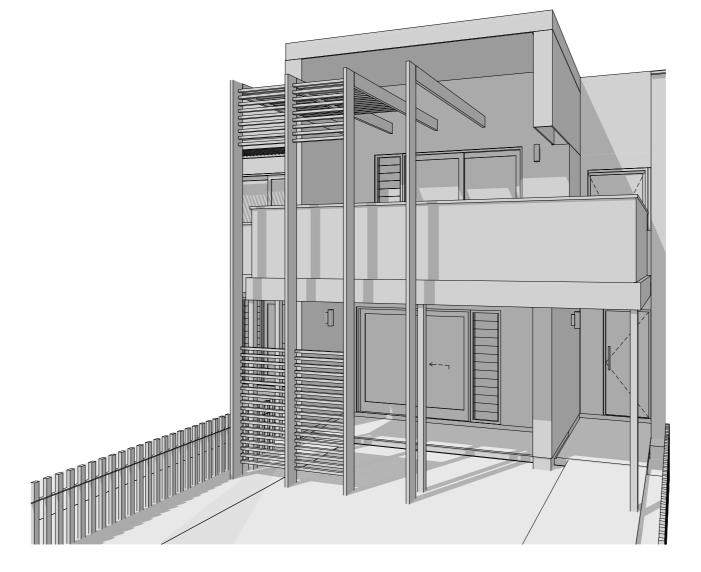
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#### FACADE 2









FACADE 2

3 BEDROOM 2 CAR SPACE



## ELEVATIONS

DEC 2021



**GROUND FLOOR** 



#### FACADE 3

#### 3 BEDROOM

#### 2 CAR SPACE

NSA	
FIRST FLOOR	70
GROUND FLOOR	65
	135 m²
GFA	
BALCONY	18
FIRST FLOOR	70
GARAGE	40
GROUND FLOOR	65
PORCH	2
ROOF DECK	20
TERRACE 1	8
TERRACE 2	10
	233 m²

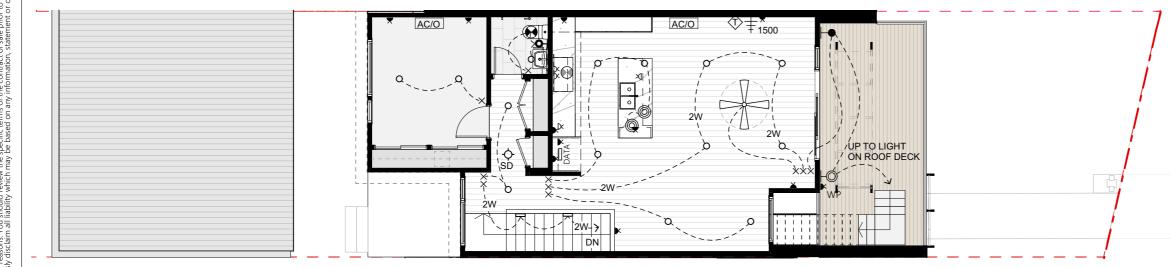


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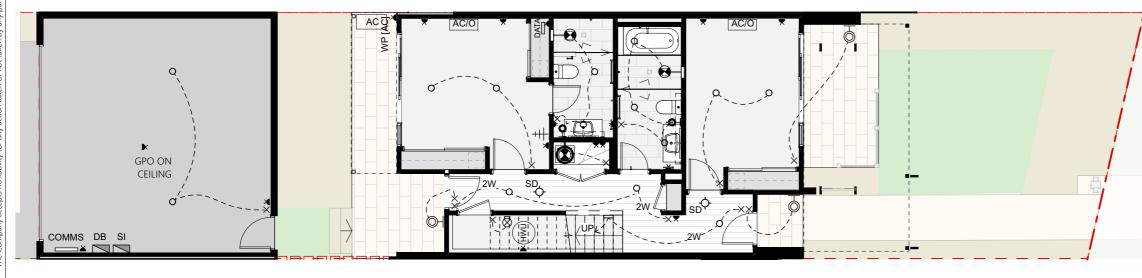
## PLAN







LEVEL 1



**GROUND FLOOR** 

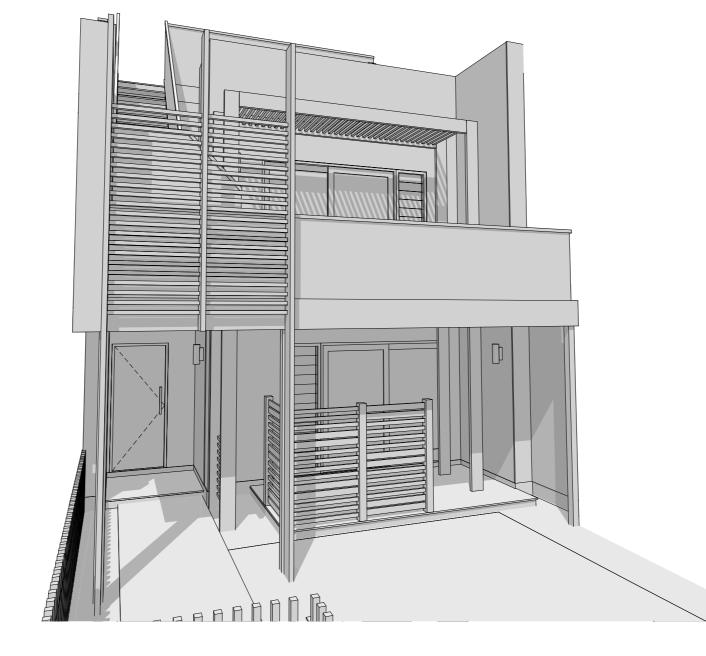


#### FACADE 3

DB 📐	DISTRIBUTION	BOARD
si 📐	SOLAR INVERTE	ER
	INTERNET SUPP [+ DEDICATED G	
DATA	MODEM/ROUTE	
	[+ DEDICATED G SMOKE DETECT	
<u>&gt;b</u>	SINGLE GPO	200mm ABOVE F.L.
	DOUBLE GPO	UNLESS NOTED OTHERWISE. 800mm ABOVE FFL FOR ROOF DECK & BALCONY WP = W/PROOF15A = 15 AMP
×	SWITCH	
DX	SWITCH WITH D	DIMMER
, <sup>2W</sup> , , ,	2 WAY SWITCH	
	MOTION / LIGHT	
OE	1 L.E.D. DOWNL E - FOR EXTERN	AL SOFFITS
© LT-0	<sup>)2</sup> PENDANT /ST KITCHEN BEN	RIP LIGHT OVER ICH
<sub>LT</sub>	03 KITCHEN L.E. BELOW ISLAN	
	04 STAIR LIGHT	
-● LT-	05 WALL LIGHT - NOM. 2200 ABO	
• LT-	06 L.E.D. DOWNI	LIGHT FIRE RATED
⊗ LT-	07 LIGHT IN CUF	BOARD OR ROOF
	08 ROOF DECK	EXTERNAL L.E.D.
⊢© lt-	09 WALL LIGHT - NOM. 2200 ABO	
<b>⊦0</b> lt-	10 WALL LIGHT - NOM. 1950 ABO	INTERNAL
	CEILING EXHAU	ST FAN
	CEILING EXHAU	ST FAN <u>+ DOWNLIGHT</u>
	RANGEHOOD E	XHAUST
+	TELEVISION POINT*	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TV ANTENNA AND CABLE TV
$\Diamond$	CAT 6 CABLE POINT *	200mm ABOVE F.L. UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TELEPHONE AND DATA
AC	AIR CON CONDE	ENSOR UNIT
AC/O	AIR CON OUTLE MOUNTED JUST BE CENTRED ON WALL	LOW CORNICE
HWS	HOT WATER SEI	RVICE
	SKYLIGHT	
ELECTRI	RTHER DETAILS R CAL ITEMS - REF I / BATHROOM / E	ER TO
		RAPAC PROPERTY arcad
E	LECT	RICAL









FACADE 3

3 BEDROOM 2 CAR SPACE

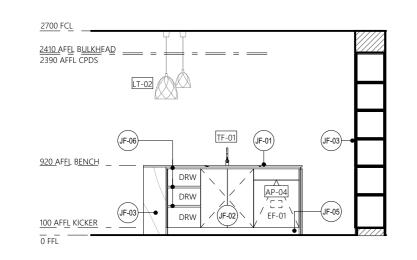


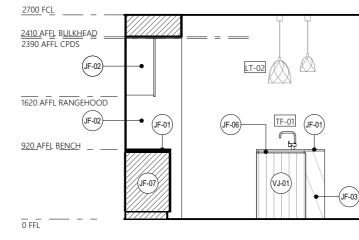
## ELEVATIONS

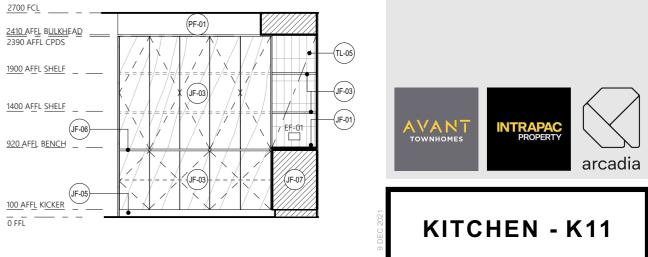
#### **ELEVATION 04**

#### **ELEVATION 05**

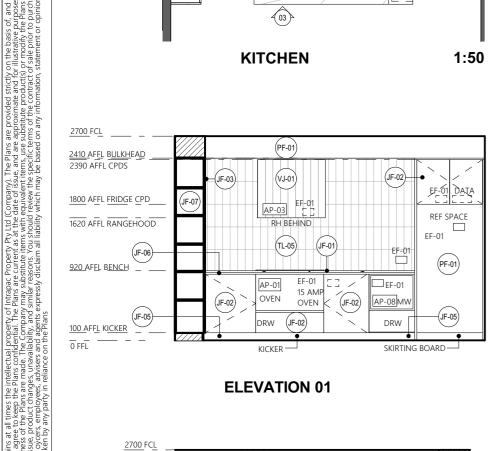
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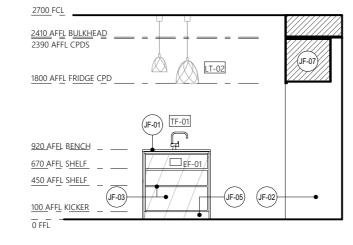




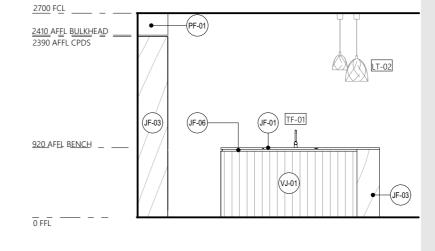




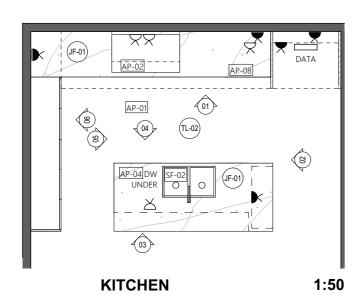




**ELEVATION 02** 



**ELEVATION 03** 

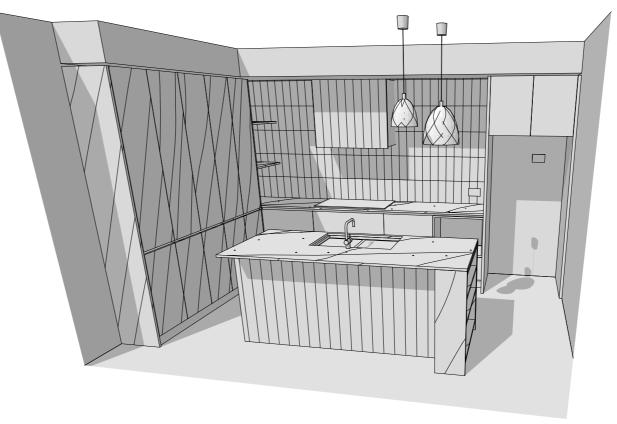


ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com with Any furnishings illustrated are not included. To the extent pertited by lawing our puarantees, (including any specifications or dimensions represented on the Plans) due to building and design ase. The powarons of the contract of sale overhide any inconsistency with these Plans, is contained in or omitted from the Plans. You must not rely upon such information in any way.

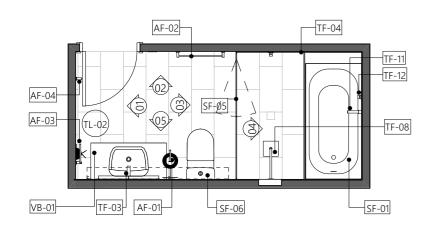
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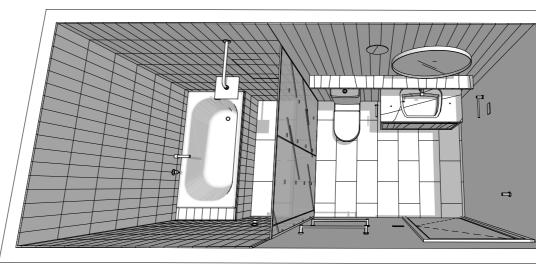
contact in the second and acce representations as to the ac r could not be reasonably for it permitted by law, the Comp waccents no liability for any.

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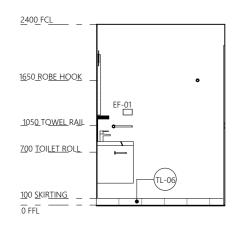






BATHROOM

1:50



ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com conjy. Any furnishings illustrated are not included. To the extent permitted by law, no guarantees, (including any specifications or dimensions represented on the Plans) oue to building and design ase. The provisions of the contract of sale overide any inconsistency with these Plans. I contained in or omitted from the Plans. You must not rely upon such information in any way.

Intrapac Property Pay Ltd Company. The Plans are provided strictly on the basis of and s Plans are trunent as at the date of issue and are approximate and for illustrative purposes may substitute items with equivalent items, use substitute product(s) or modify the Plans spress) discliminal flability which may be based on any information, statement or ophron purpose

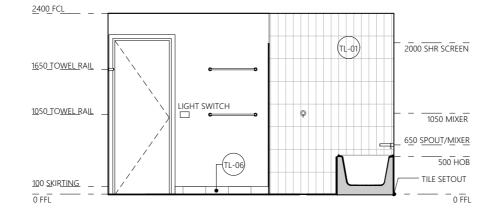
ure intellectual property of II the Plans confidential. The P rs are made. The Company in hanges, unavailability, and si yees, advisers and agents exr

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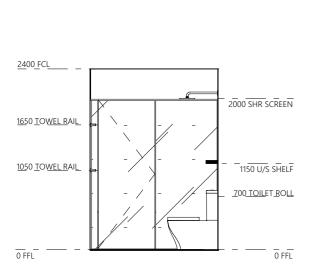
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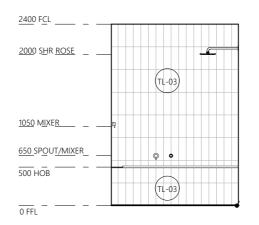
contained in these arcmrecuu ar you be read, understood and accepted the or representations as to the accuracy trould not be reasonably foreseen a th permitted by law, the Company an w accepts no liability for any action

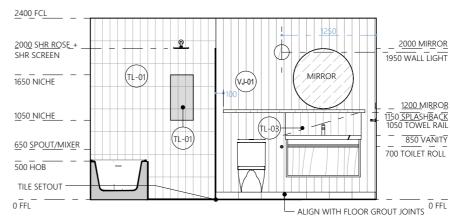
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**ELEVATION 03** 

**ELEVATION 04** 

**ELEVATION 02** 

**ELEVATION 05** 



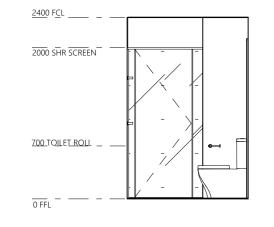


2000 MIRROR 1950 WALL LIGHT

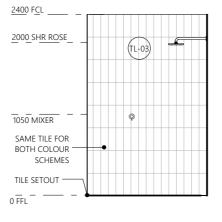
<u>1200 MIRROR</u> 1150 SPLASHBACK 1050 TOWEL RAIL 850 VANITY 700 TOILET ROLL

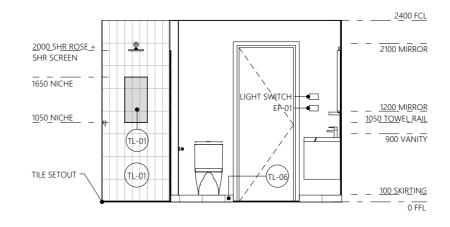


**BATH B12** 

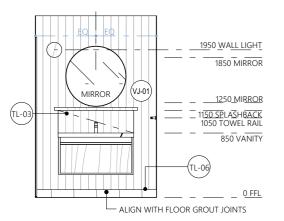


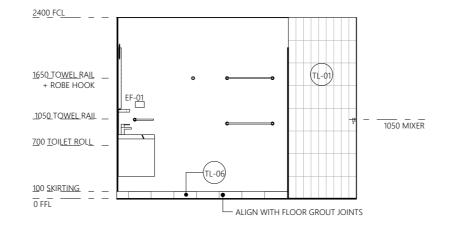




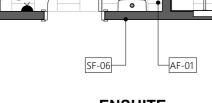








**ELEVATION 02** 



AF-04 AF-02

AF-03

VB-01-

TF-03

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ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com with Any furnishings illustrated are not included. To the extent pertited by law, no guarantees, (including any specifications or dimensions represented on the Plans) due to building and design ase. The powarons of the contract of sale overhide any inconsistency with these Plans, is contained in or omitted from the Plans. You must not rely upon such information in any way.

apac Property PyLtd (Company). The Plans are provided strictly on the basis of and is a are current as at the date of issue, and are approximate and for illustrative purposes is are current size. Yes are current as the date of issue, and are approximate and for illustrative purposes is substitute items with equivalent items use substitute product(s) or modify the Plans are reasons. Yes and all liability which may be based on any information, statement or opinon or purpose.

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pany and and

contained in these arciticitural plane in trains, remains are an unestread, understood and accepted these terms and agree to keep representations as to the accuracy and completeness of the Plane could not be reasonably foreseen at the time of issue, product c premitted by law, the Company and its directors, oyicers, emplo access to ilability for any action taken by any plan access to ilability for any action taken by any plane

The content cc that you have t warranties or r controls that cc To the extent p The Company ENSUITE

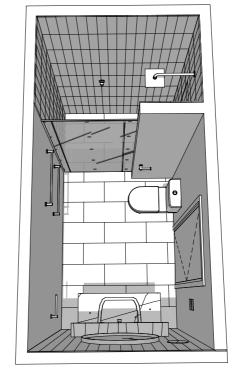
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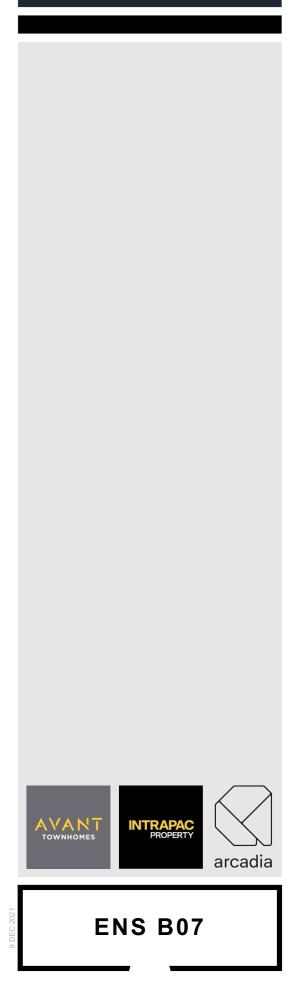


#### **ELEVATION 04**

#### **ELEVATION 05**

ELEVATION 03





# ubject to, these terms. By taking a copy of the Plans, you acknowledd only. Any function instructed are not included. To the extert perm functioning any specifications or dimensions represented on the Plans, for the provisors of the contract of sale overfide any inconsistency. contained in or omitted from the Plans. You must not rely upon suic are Property PYLIA (Company). The Plans are provided strictly on the basis of and are current as at the date of issue, and are approximate and for illustrative purpose substitute items with equivalent items, use substitute product(s) or modify the Plans reasons. You should review this specific terms of the contract of a pendru to purch sy disclamating which may be based on any information, statement or ophion The and to t repred, could have that The cont that you warrantie controls To the ey

uge and represent to the Comp mitted by law, no guarantees, s) due to building and design with these Plans.



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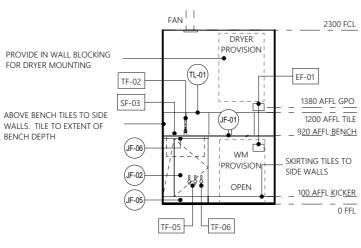
**ELEVATION 01** 

TF-02

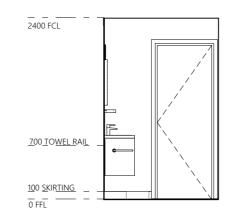
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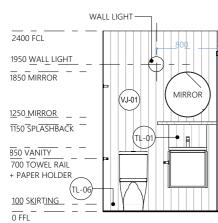
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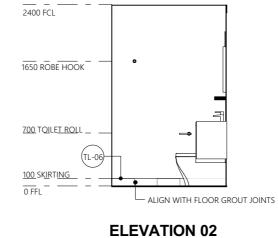


#### **ELEVATION 03**

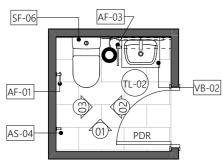


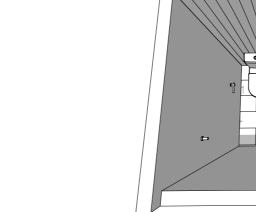


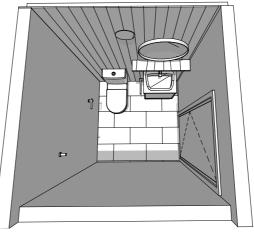
SF-03



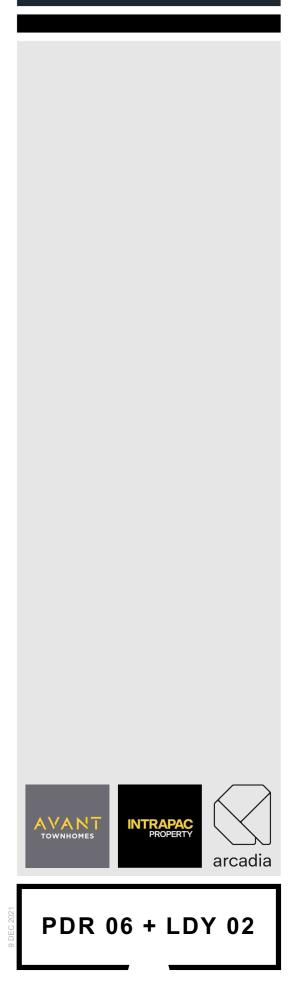










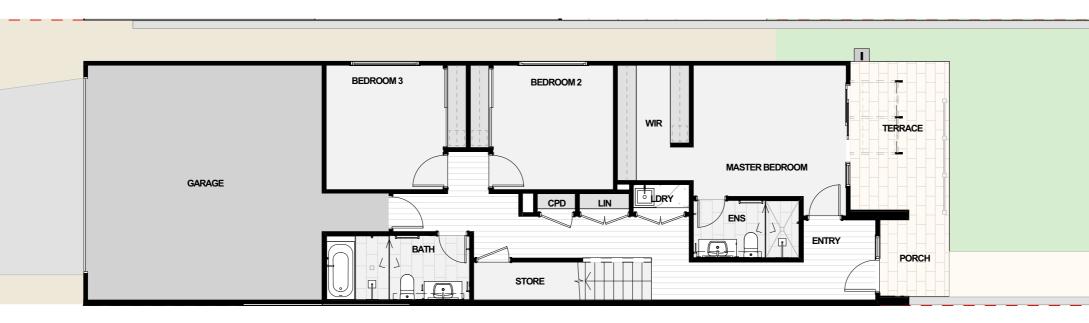




#### **ROOF DECK**



LEVEL 1



**GROUND FLOOR** 



#### FACADE 3

#### 4 BEDROOM

#### 2 CAR SPACE

NSA	
FIRST FLOOR	89
GROUND FLOOR	92
	181 m²
GFA	
BALCONY 1	29
BALCONY 2	14
FIRST FLOOR	89
GARAGE	41
GROUND FLOOR	92
PORCH	4
ROOF DECK	20
TERRACE	11
	300 m²





### PLAN





#### FACADE 3

DB	DISTRIBUTION	BOARD	
SI	SOLAR INVERT	ĒR	
	INTERNET SUPP [+ DEDICATED G		
	MODEM/ROUTE		
SDÓ	SMOKE DETECT		
<u> </u>	SINGLE GPO	200mm ABOVE F	F.L.
4	DOUBLE GPO	UNLESS NOTED 800mm ABOVE F ROOF DECK & E	FL FOR BALCONY
X	SWITCH	WP = W/PROOF	15A = 15 AMP
DX	SWITCH WITH D	IMMER	
-2W ,	2 WAY SWITCH		
*	MOTION / LIGHT	SENSOR	
O LT-0 OE	01 L.E.D. DOWNL E - FOR EXTERN		
© LT-0	<sup>02</sup> PENDANT /ST KITCHEN BEN	rip light ove Ich	R
LT-	03 KITCHEN L.E. BELOW ISLAN		
🗆 LT-	04 STAIR LIGHT		
-● LT-	05 WALL LIGHT - NOM. 2200 ABO		
● LT-	06 L.E.D. DOWN		TED
🛛 LT-	07 LIGHT IN CUF	BOARD OR RC	OOF
	08 ROOF DECK		D.
⊢© lt-	09 WALL LIGHT - NOM. 2200 ABO		
	10 WALL LIGHT - NOM. 1950 ABO	VE F.L.	
	CEILING EXHAU		NLIGHT
	RANGEHOOD E		
+	TELEVISION POINT*	200mm ABOVE I UNLESS NOTEL * OUTLET TO AL TV ANTENNA A	OTHERWISE.
$\Diamond$	CAT 6 CABLE POINT *	200mm ABOVE I UNLESS NOTED * OUTLET TO AL TELEPHONE A	OTHERWISE.
AC	AIR CON CONDE	ENSOR UNIT	
AC/O	AIR CON OUTLE MOUNTED JUST BE CENTRED ON WALL	LOW CORNICE	
HWS	HOT WATER SE	RVICE	
SL     L _ J	SKYLIGHT		
ELECTRI	RTHER DETAILS F CAL ITEMS - REF I / BATHROOM / E	ER TO	S
		RAPAC PROPERTY	arcadia
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FACADE 3

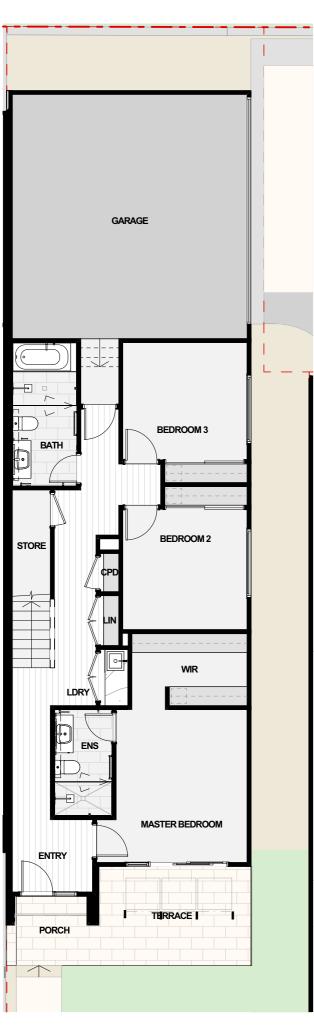
4 BEDROOM 2 CAR SPACE



## ELEVATIONS



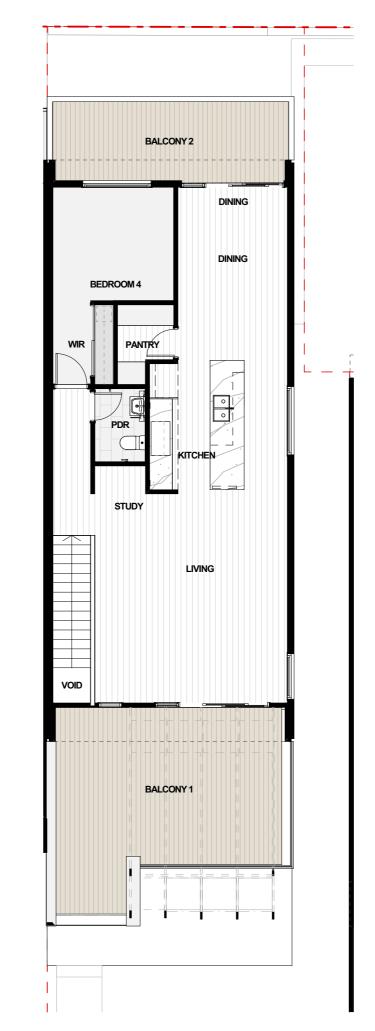




ac kroperty Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com are current as at the der of issue, and are approximate and for illustrative europoses only. Any furnishings illustrated are not included. To the actent perimited by law no guarantees, substitute items with equivalent items, use substitute product(s) or modify the Plans (including any specifications or dimensions represented on the Plans) due to building and design reasons. You should review the specific terms of the contract of safe prior to purchase. The provisions of the Plans, fund used Plans site discipant all liability which may be based on any information, statement or opinion contained from the Plans. You must not rely upon such information in any way.

and and

The content contained in these architecth that you have read, understood and acce warranties or representations as to the acc ortrois that could not be reasonably for To the extent permitted by law, the Com The Company accepts no liability for any





#### FACADE 4

#### 4 BEDROOM

#### 2 CAR SPACE

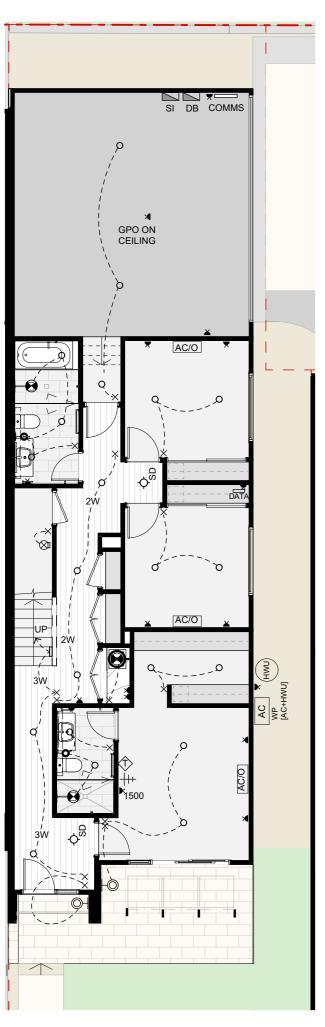
NSA	
FIRST FLOOR	89
GROUND FLOOR	92
	181 m²
GFA	
BALCONY 1	59
BALCONY 2	28
FIRST FLOOR	89
GARAGE	42
GROUND FLOOR	92
PORCH	4
TERRACE	11
	325 m²

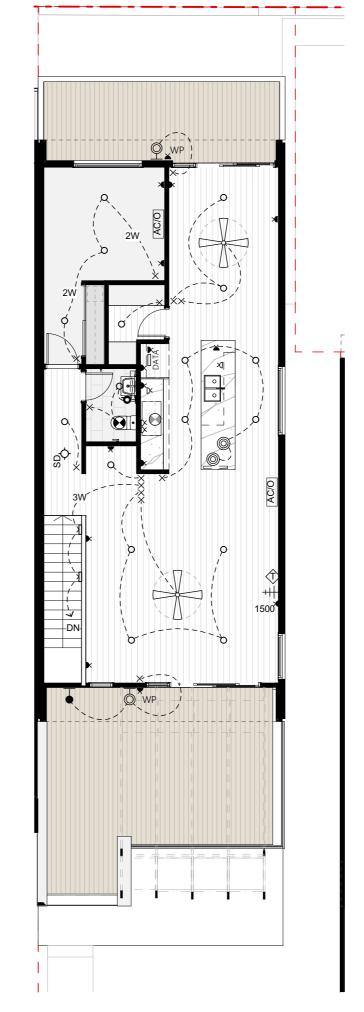


## PLAN

DEC 2021







**GROUND FLOOR** 

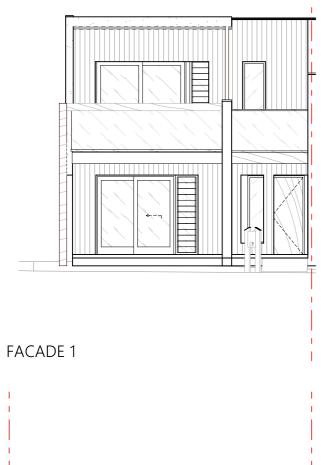
LEVEL 1



#### FACADE 4

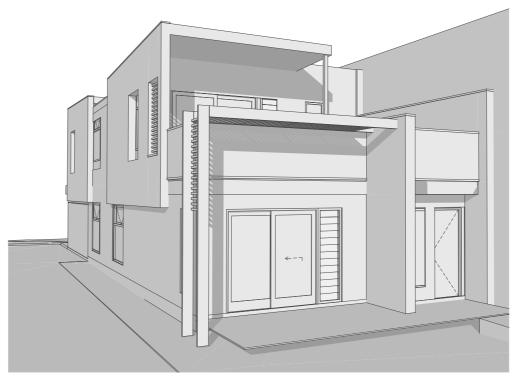
DB	DISTRIBUTION I	BOARD
si 📐	SOLAR INVERT	ER
	INTERNET SUP [+ DEDICATED (	
	MODEM/ROUTE	
SD <b>Ç</b>	SMOKE DETECT	TOR
لط ال	SINGLE GPO	200mm ABOVE F.L. UNLESS NOTED OTHERWISE.
à	DOUBLE GPO	800mm ABOVE FFL FOR ROOF DECK & BALCONY
		WP = W/PROOF15A = 15 AMP
×	SWITCH	
	SWITCH WITH D	DIMMER
, <sup>2W</sup> , ,	2 WAY SWITCH	
·	MOTION / LIGHT	
OE	01 L.E.D. DOWNL E - FOR EXTERN	
() LT-0	<sup>02</sup> PENDANT /ST KITCHEN BEN	rip light over Ich
- <u>-</u> LT-	03 KITCHEN L.E. BELOW ISLAI	
🗆 LT-	04 STAIR LIGHT	
-● LT-	05 WALL LIGHT	
● LT-	NOM. 2200 ABO 06 L.E.D. DOWN	VE F.L. LIGHT FIRE RATED
	FIRE RATED WI	TH FIRE COVER
	_	BOARD OR ROOF
		EXTERNAL L.E.D.
FO LT-	09 WALL LIGHT - NOM. 2200 ABO	
<b> O</b> LT-	10 WALL LIGHT	
	NOM. 1950 ABO	
	CEILING EXHAU	IST FAN <u>+ DOWNLIGHT</u>
	RANGEHOOD E	
Ŧ	TELEVISION	200mm ABOVE F.L.
I	POINT*	UNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR TV ANTENNA AND CABLE TV
$\Diamond$	CAT 6	200mm ABOVE F.L.
	CABLE POINT *	VNLESS NOTED OTHERWISE. * OUTLET TO ALLOW FOR
AC	AIR CON CONDE	TELEPHONE AND DATA
AC/O	AIR CON OUTLE	
-	MOUNTED JUST BE CENTRED ON WALL	
HWS	HOT WATER SE	RVICE
	SKYLIGHT	
NOTE		
ELECTRI	RTHER DETAILS F CAL ITEMS - REF I / BATHROOM / E	ER TO
KITOHEN		
TOWNHON		PROPERTY
		arcadia
_		
E	LECT	RICAL



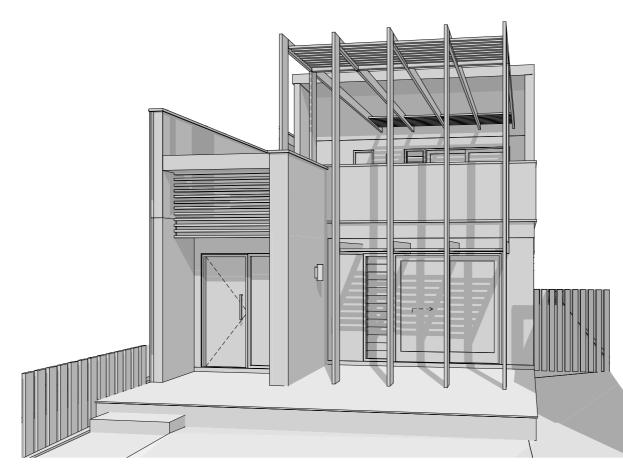




FACADE 4



FACADE 1







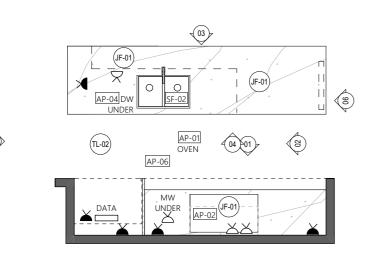
FACADE 1 + FACADE 4

4 BEDROOM 2 CAR SPACE



## ELEVATIONS

1000 000



ubject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Com which Any furnishings illustrated are not included. To the extent perimed by law, no guarantees, including any specifications or indimensions represented on the Plans) due to building and design set. The provisions of the contract of sale oweride any inconsistency with these Plans. contained in or omitted from the Plans. You must not rely upon such information in any way.

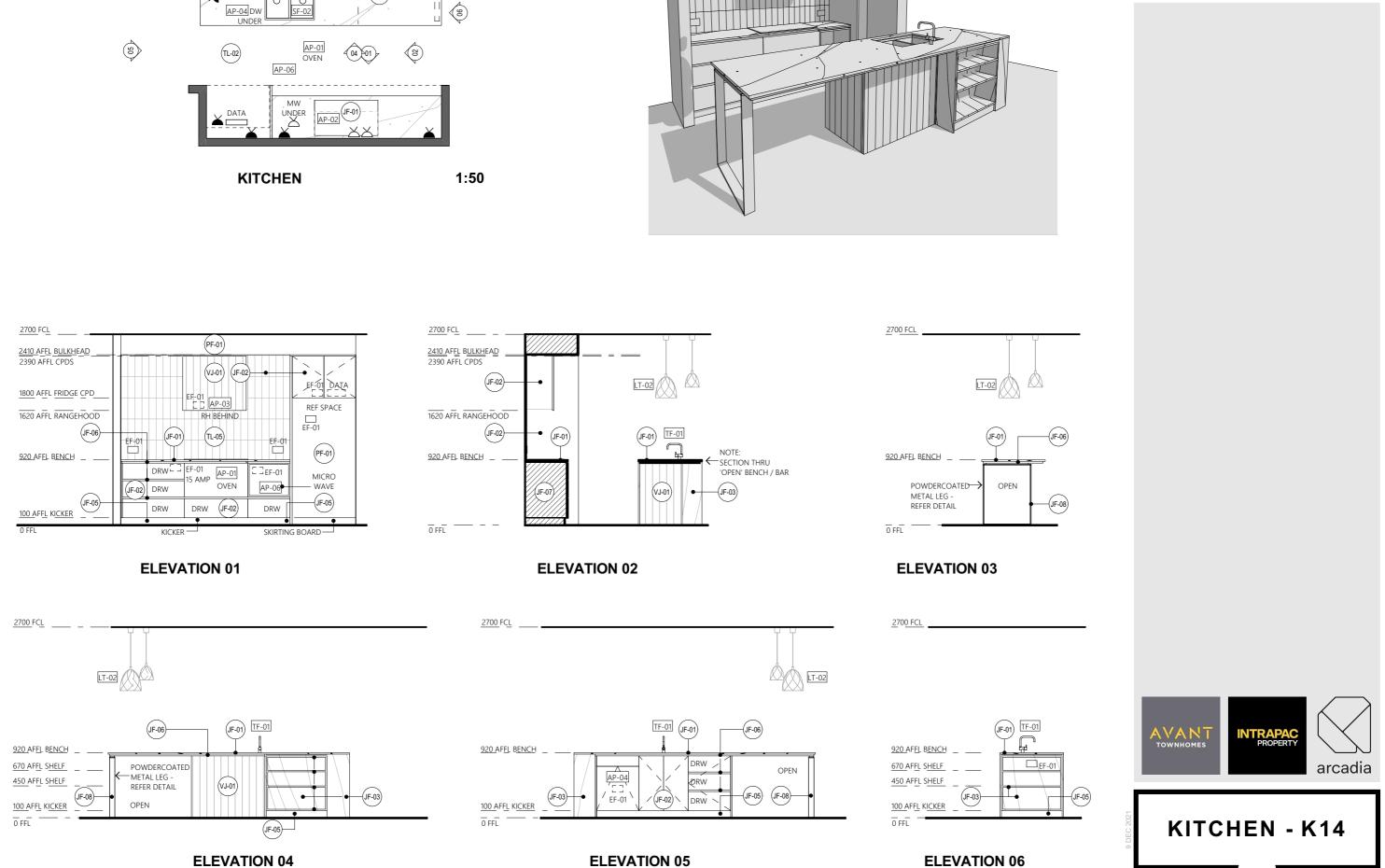
he intellectual property of Intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and be Plans confidential. The Plans are current as at the date of issue, and are approximate and for illustrative purposes are made. The Company may substitute fittems with equivalent items, use substitute product(s) or modify the Plans anges, unavailability, and similar reasons. You should review the specific terms of the contract of sale prior to purch ess, advisses and agents expressly disclaim all liability which may be based on any information, statement or opinior or in reliance on the Plans.

riarist retrialits at all titmes the terms and agree to keep the d completeness of the Plans the time of issue, product chas ts directors, oycers, employe an or not taken by any party

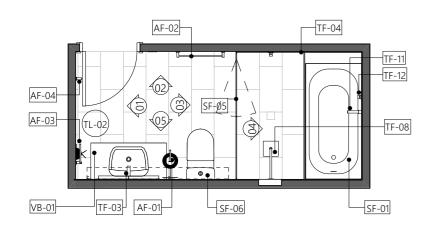
eread, understood and acc representations as to the a t could not be reasonably fo t could not be reasonably fo t cremitted by law, the Com N accepts no liability for any

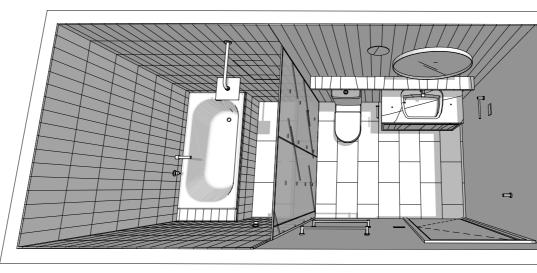
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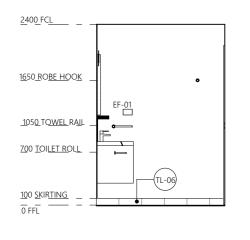






BATHROOM

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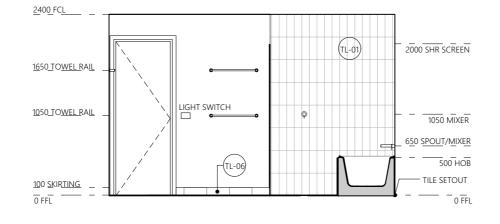
ure intellectual property of II the Plans confidential. The P rs are made. The Company in hanges, unavailability, and si yees, advisers and agents exr

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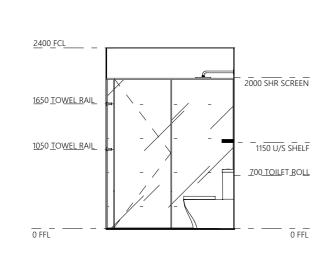
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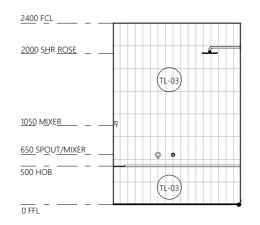
contained in these arcmrecuu ar you be read, understood and accepted the or representations as to the accuracy trould not be reasonably foreseen a th permitted by law, the Company an w accepts no liability for any action

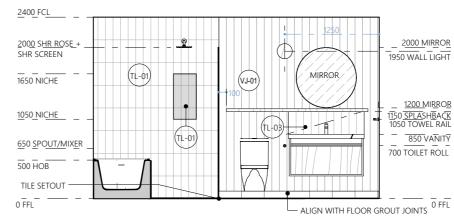
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**ELEVATION 03** 

**ELEVATION 04** 

**ELEVATION 02** 

**ELEVATION 05** 



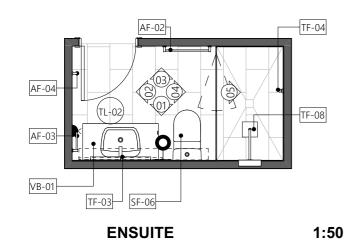


2000 MIRROR 1950 WALL LIGHT

<u>1200 MIRROR</u> 1<u>150 SPLA</u>SH<u>B</u>ACK 1050 TOWEL RAIL 850 VANITY 700 TOILET ROLL

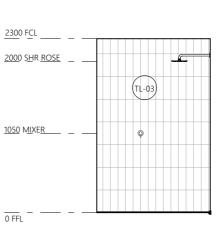


**BATH B12** 











TL-06

**ELEVATION 03** 

(TL-01)

2000 SHR SCREEN

1050 MIXER SAME TILE FOR BOTH COLOUR SCHEMES

TILE SETOUT

2300 FCL

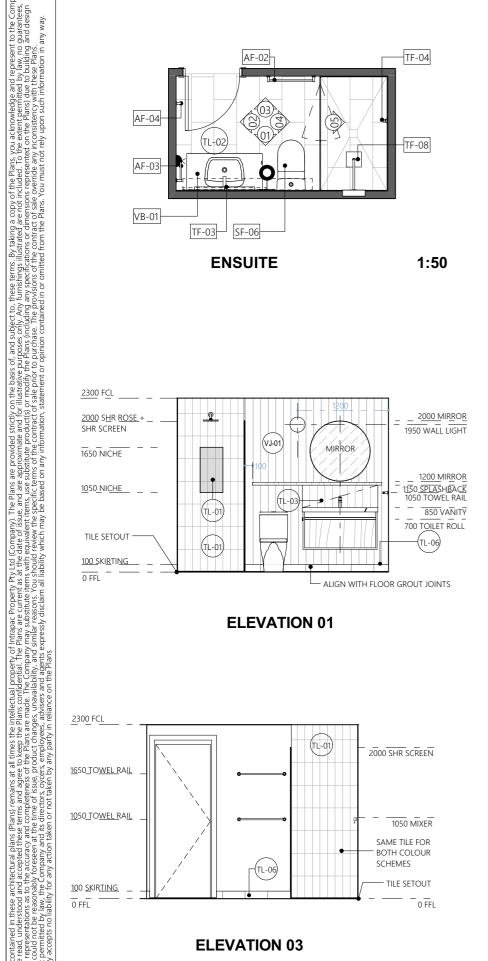
<u>16</u>50\_TO<u>WEL</u>RA<u>IL</u>

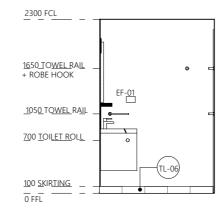
<u>10</u>50<u>TOWEL RAIL</u>

<u>10</u>0 <u>SKIRTING</u>

0 FFL

The content cc that you have t warranties or r controls that co To the extent p The Company





2300 FCL

<u>1650 TOWEL R</u>AIL

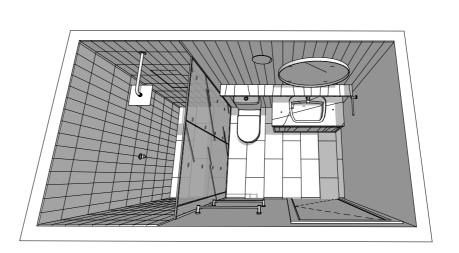
<u>1050 TOWEL R</u>AIL

0 FFL

**ELEVATION 02** 

2000 SHR SCREEN

0 FFL





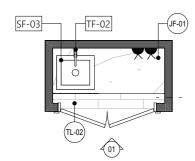


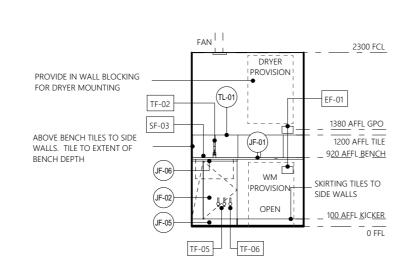


#### MK LAUNDRY L02

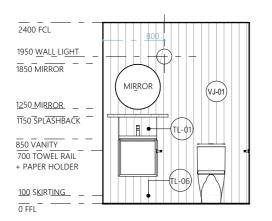
#### 1:50

#### ELEVATION 01 (LAUNDRY L02)





#### **ELEVATION 01 (PDR P05)**



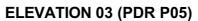


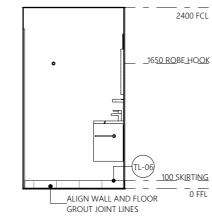
2400 FCL

700 TOILET ROLL

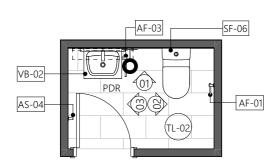
<u>100</u> S<u>KI</u>RT<u>ING</u>

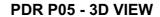
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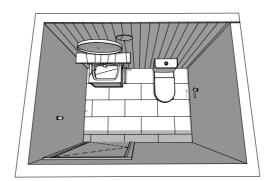






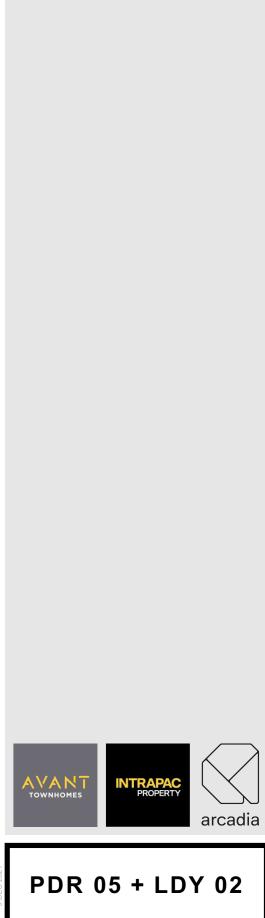












DEC 2021

INTERIOR FINISI									
ITEM	IMAGE REF	CODE	DESCRIPTION	NOTES	ITEM	IMAGE REF	CODE	DESCRIPTION	NOTES
TILES					JOINERY				
TILE - WALLS [BATH, PDR, + LAUNDRY]		(TL-01)	TILE [TYPICAL WALLS] AS PER TILE [WALL FEATURE] TL-03	INTERIOR WALLS - BATHROOM, ENSUITE, POWDER + LAUNDRY GROUT AS PER TL-03	BENCHTOP		JF-01	BENCHTOP - RECONSTITUTED STONE PRODUCT: ESSASTONE QUARTZ COLOUR: CHALKSTONE SIZE: 20MM THICKNESS FINISH: GLOSS	
TILE - FLOOR [BATHROOM, ENSUITE + LAUNDRY]		(TL-02)	TILE [FLOOR] PRODUCT: BELLINGEN ASH 300X600 COLOUR: LIGHT GREY SIZE: 600 X 300 MM [RUNNING BOND] FINISH: LIGHT GREY	INTERIOR FLOORS - BATHROOM + ENSUITE	JOINERY FINISH		(JF-02)	JOINERY FINISH [TYPICAL] PRODUCT: 2-PAC PAINT FINISH COLOUR: DULUX WINNOW SP2F3	COLOUR MATCHES LAMINE
TILE [WALL FEATURE]		(TL-03)	TILE [FEATURE WALL] PRODUCT: TBC COLOUR: WHITE SIZE: 300 X 100 MM [VERTICAL STACK PAT FINISH: MATTE	INTERIOR FEATURE WALL- BATHROOM + ENSUITE + VANITY SPLASHBACK [300mm H]	JOINERY FINISH [FEATURE]	46	(JF-03)	JOINERY FINISH [FEATURE] PRODUCT: LAMINEX LAMINATE COLOUR: RURAL OAK RUN GRAIN VERTICALLY FINISH: RIVEN	KITCHEN
TILE - SKIRTING [LAUNDRY]		(TL-04)	TILE [SKIRTING] AS PER TILE [FLOOR] TL-02 SIZE: 300 X 100 MM [100 MM HIGH, SINGLE WIDTH OF TILES TO MATCH FLOOR TILE S	SKIRTING - LAUNDRY E TILE HIGH]	JOINERY FINISH [KICKER]		(JF-05)	JOINERY FINISH [KICKER] TO MATCH FINISH OF DOORS OVER THE	KICKER [JF-02 OR JF-03]
SPLASHBACK [KITCHEN]		(TL-05)	SPLASHBACK [KITCHEN] AS PER TILE [WALL FEATURE] TL-03	KITCHEN GROUT AS PER TL-03	JOINERY FINISH [SHADOWLINE]		(JF-06)	JOINERY FINISH [SHADOWLINE] PRODUCT: HAFELE PROFILE FINISH: POWDERCOAT COLOUR: TO MATCH LAMINEX 'BLACK 460'	NOTE: SHADOWLINE TO DRAWER IS A HAFELE HANDLE PROF REFER DRAWING 5103 ALUMINIUM POWDERCOAT
TILE - SKIRTING [BATH, ENSUITE + POWDER]		(TL-06)	TILE [SKIRTING] AS PER TILE [FLOOR] TL-02 SIZE: 300 X 100 MM [100 MM HIGH, SINGLE WIDTH OF TILES TO MATCH FLOOR TILE S	SO GROUT JOINTS ALIGN GROUT AS PER TL-02	-		JF-06	JOINERY FINISH [SHADOWLINE] PRODUCT: LAMINEX COLOUR: BLACK CODE: 460 FINISH: NATURAL	NOTE:
CARPET [BEDROOMS]		(CP-01)	CARPET COMPANY: QUEST RANGE: "PACIFIC" COLOUR: "SHADOW" FINISH: 100% SOLUTION DYED NYLON	INTERIOR FLOOR - TYPICAL NOTE: 4mm THICK UNDERLAY BELOW	JOINERY FINISH [INTERNAL CARCASS]		JF-07	JOINERY FINISH [CARCASS] PRODUCT: MELAMINE COLOUR: WHITE SIZE: FINISH:	
VJ BOARD [BEDROOMS, CORRIDOR, STAIRCASE]		(VJ-01)	V-GROOVE LINING [FC] HARDIEGROOVE CEMENT SHEET "VJ" BOARD. 1200x2700 SHEET SIZE GROOVES RUN VERTICALLY. CAULK PRIOR TO PAINTING.	FEATURE INTERNAL WALL CLADDING NOTE: V-GROOVE LINING TO BEDROOMS, CORRIDOR & STAIRCASE IS AN OPTIONAL UPGRADE	JOINERY FINISH [ISLAND BENCH LEG]		(JF-08)	JOINERY FINISH [ISLAND BENCH LEG] PRODUCT: POWDERCOAT COLOUR: TO MATCH LAMINEX 'BLACK 46 [SUBJECT TO KITCHEN DESIGN]	0'
'CUMULUS' COLOUR			FINISH: DULUX WASH AND WEAR PLUS [I COLOUR: DULUX MILTON MOON SN4G2	KITCHEN+BATHROOM]	GENERAL				
SCHEME 'HINTERLAND' COLOUR SCHEME			FINISH: DULUX WASH AND WEAR PLUS [I COLOUR: DULUX SAGE MONICA SG5H3	KITCHEN+BATHROOM]	PAINT [WALLS - TYPICAL]		(PF-01)	PAINT [WALLS - TYPICAL] PRODUCT: DULUX WASH & WEAR* COLOUR: 'LEXICON' CODE: SW1E3 FINISH: LOW SHEEN	INTERIOR WALLS - TYPICA *FOR BATHROOM, ENSUITE KITCHENS, POWDER ROOM LAUNDRIES USE DULUX W/ WEAR PLUS [KITCHEN + B/
NIGHTSWIM' COLOUR SCHEME 			FINISH: DULUX WASH AND WEAR PLUS [ COLOUR: DULUX DEEPEST WATER S35B	6	PAINT [CEILINGS - TYPICAL]		(CF-01)	PAINT [CEILINGS - TYPICAL] PRODUCT: DULUX CEILING WHITE* COLOUR: WHITE BASE FINISH: FLAT	CEILINGS - TYPICAL *FOR BATHROOMS, ENSUI POWDER ROOMS & LAUND DULUX WASH & WEAR PLU + BATHROOM]
COLOUR SCHEME TIMBER FLOORING			COLOUR: DULUX WHITE ON WHITE SWIE		PAINT [SKIRTING + ARCHITRAVES + DOORS + CAPPING]		WF-03	PAINT [ARCHS, SKIRTS, DOORS] PRODUCT: AQUANAMEL GLOSS	CAPPINGS, TIMBER, MDF T
TIMBER [LIVING, DINING KITCHEN, ENTRY + HALLWAY]		(TF-01)	TIMBER FLOORING PRODUCT: ENGINEERED TIMBER FLOOR TASMANIAN OAK 140mm WIDE BOARDS	FLOATING FLOOR SYSTEM FOR UPPER APARTMENTS	PAINT [INTERNAL LINED BOARD]		(VJ-01)	PAINT [INTERNAL LINED BOARD] PRODUCT: DULUX WASH & WEAR PLUS COLOUR: AS PER SCHEME* CODE: AS PER SCHEME*	REFER TO INTERNAL LINE SCHEMES BELOW *USE DULUX WASH & WEA [KITCHEN + BATHROOM]
TIMBER STAIRCASE							·	FINISH: SEMI - GLOSS COLOUR SCHEME: 'WHITECAP' COLOUR: WHITE ON WHITE CODE: SW1E2 FINISH: SEMI - GLOSS	*USE DULUX WASH & WEA [KITCHEN + BATHROOM]
							·	COLOUR SCHEME: 'CUMULUS' COLOUR: MILTON MOON CODE: SN4G2 FINISH: SEMI - GLOSS	*USE DULUX WASH & WEA [KITCHEN + BATHROOM]
								COLOUR SCHEME: 'NIGHTSWIM' COLOUR: DEEPEST WATER CODE: S35B6 - s35 FINISH: SEMI - GLOSS	*USE DULUX WASH & WEA [KITCHEN + BATHROOM]
								COLOUR SCHEME: 'HINTERLAND' COLOUR: SAGE MONICA CODE: SG5H3 FINISH: SEMI - GLOSS	*USE DULUX WASH & WEA [KITCHEN + BATHROOM]

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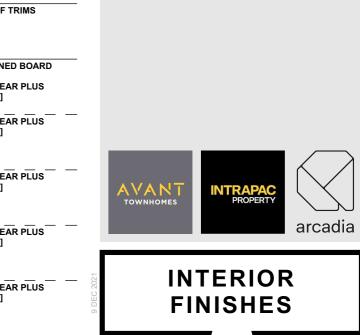
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TES, OMS & WASH & BATHROOM]

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ANELS E PROFILE

R / CUPBOARD FILE -

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THE SELECTIONS SHOWN ARE INDICATIVE ONLY, & ARE SUBJECT TO AVAILIBILITY, COST & FINAL APPROVAL.

SELECTIONS MAY BE SUBSTITUTED FOR SIMILAR PRODUCTS.

NOTE:

AUREUS SCHEDULES

APPLIANCES						
ITEM IN	MAGE REF CODE	e des	CRIPTION NOTE:	ES		
KITCHEN - STANDARD INC	CLUSION					
APPLIANCE [OVEN - 900]	から 111111111111111111111111111111111111	AP-01	APPLIANCE [OVEN] PRODUCT: ILVE ELECTRIC BUILT-IN OVEN CODE: ILO 990X SIZE: W900 X D540 X H480 FINISH: STAINLESS STEEL		KITCHEN REFER MANUFACTURERS INSTRUCTION FOR NICHE DIMENSION	
APPLIANCE [COOKTOP -900]		AP-02	APPLIANCE [COOKTOP] PRODUCT: ILVE INDUCTION COOKTOP CODE: ILD9E SIZE: W860 X D510 X H50 FINISH: BLACK		KITCHEN REFER MANUFACTURERS INSTRUCTION FOR CUTOUT DIMENSION	
APPLIANCE [RANGEHOOD - 900]		AP-03	APPLIANCE [RANGEHOOD] PRODUCT: ILVE UNDERMOUNT RANGEHOO CODE: IVUM90 SIZE: W900 X D335 X H268 FINISH: STAINLESS STEEL		KITCHEN REFER MANUFACTURERS INSTRUCTION FOR NICHE DIMENSION	
APPLIANCE [DISHWASHER]	Į	AP-04	APPLIANCE [DISHWASHER] PRODUCT: ILVE SEMI-INTEGRATED DISHW/ CODE: IVDSIP5/1 SIZE: NOM 600mm W FINISH: JOINERY PANEL TO FASCIA	WASHER	KITCHEN	

cual property of Intrapac Property Pty Ltd (Company). The Plans are provided strictly on the basis of, and subject to, these terms. By taking a copy of the Plans, you acknowledge and represent to the Common determination of the plans, you acknowledge and represent to the Common determination of the plans, you acknowledge and represent to the Common determination of the plans, you acknowledge and represent to the Company may substitute there will be are approximate and for literative purposes only specifications or dimensions represented on the Plans) due to building and design availability, and similar reasons. You should review the specific terms of the contract of sale prior to purchase. The provided sins or dimensions represented any inconsistency with these Plans. The acknowledge and represented and the plans, building and design availability, and similar reasons You should review the specific terms of the contract of sale prior to purchase. The providen of the contract of sale over the and the contract of sale prior to purchase. The providen of such a contract of sale over the acknowledge and represented any inconsistency with these Plans. Geonge and such a such a such a such acknowledge and represented to the Plans.

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## KITCHEN





ITEM	IMAGE REF	CODE DES	CRIPTION NOTES		
BATHROOM / PO	WDER / LAUNI	DRY			
BATH [INSET]	•	SF-01	BATH [INSET] PRODUCT: POSH SOLUS MK11 BATH CODE: 1789753 SIZE: 1675[L] X 755[W] FINISH:	ENSUITE	
TROUGH [SINGLE BOWL]		NOTE SF-03	E:45L TROUGH DIMENSIONS TO SUIT 600mm DEEP BENCHTOP	LAUNDRY REFER TO MANUFACTURERS INSTRUCTION FOR CUTOUT DIMENSION	
TROUGH [SINGLE BOWL]	0	SF-04	30L TROUGH FLUSHLINE TUB [COMPACT] 380w x 550d	LAUNDRY	
GLASS [SHOWER SCREEN]		SF-05	GLASS [SHOWER SCREEN] PRODUCT: SEMI FRAMELESS CODE: SIZE: 2000 [H]; LENGTH VARIES FINISH: CLEAR; BLACK/CHARCOAL FIXINGS	BATHROOM + ENSUITE REFER INTERIOR PLANS FOR DOOR SIZE BLACK CLAMPS + HINGES + PULL	
TOILET [BTW]	J	SF-06	TOILET [BTW] PRODUCT: CODE: 6083 SIZE: FINISH:	BATHROOM + ENSUITE	
MIXER TAP [SINK]	7	TF-01	MIXER TAP [SINK] PRODUCT: CHAOPING CODE: ADM-003 SIZE: FINISH: BLACK	KITCHEN REFER TO INTERIOR DETAILS FOR SETOUT REFER TO MANUFACTURERS TEMPLATE FOR CUTOUT DIMENSION	
MIXER TAP [TROUGH]	1	TF-02	MIXER TAP - HIGH RISE [TROUGH] PRODUCT: CHAOPING CODE: ADM-002 SIZE: FINISH: BLACK	LAUNDRY REFER TO INTERIOR DETAILS FOR SETOUT REFER TO MANUFACTURERS TEMPLATE FOR CUTOUT DIMENSION	
MIXER TAP [VANITY]	1	TF-03	MIXER TAP [VANITIES] PRODUCT: CHAOPING CODE: ADM-001 SIZE: FINISH: BLACK	BATHROOM + POWDER REFER TO INTERIOR DETAILS FOR SETOUT REFER TO MANUFACTURERS TEMPLATE FOR CUTOUT DIMENSION	
MIXER [SHOWER]		TF-04	TAPS [SHOWER] PRODUCT: CHAOPING CODE: ADM-008 SIZE: FINISH: BLACK	BATHROOM + ENSUITE REFER TO INTERIOR DETAILS FOR SETOUT	
TAPS WASHING MACHINE]	A A	TF-05	TAPS [WASHING MACHINE] PRODUCT: CODE: SIZE: FINISH: CHROME [POLISHED]	LAUNDRY REFER TO INTERIOR DETAILS FOR SETOUT	
RECYCLED WATER TAP [WASHING MACHINE]	R	TF-06	RECYCLED WATER TAP [WASHING MACHINE] PRODUCT: CODE: SIZE: FINISH: CHROME [POLISHED]	LAUNDRY NOTE: WHERE WASHING MACHINE TAPS ARE INSTALLED HORIZONTALLY, RECYCLED WATER TAP MUST BE TO THE RIGHT	
		TF-07	NOT USED		
SHOWER	4	TF-08	SHOWER PRODUCT: CHAOPING CODE: SIZE: FINISH: BLACK	BATHROOM + ENSUITE REFER TO INTERIOR DETAILS FOR SETOUT	



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FIXTURES

#### PLUMBING FIXTURES FITTINGS AND ACCESSORIES ITEM NOTES IMAGE REF CODE DESCRIPTION BATHROOM / POWDER / LAUNDRY WASTE [BASIN + BATH] BATHROOM + ENSUITE REFER TO INTERIOR DETAILS FOR PRODUCT: PUSH PLUG + WASTE WASTE TF-09 SETOUT CODE [BASIN + BATH] BUILT IN OVER FLOW SIZE: 32/40MM FINISH: BLACK PRODUCT: BOUNTY BRASSWARE BERMUDA LAUNDRY WASTE [FLOOR -TF-10 CODE: 11101.01 [NON REECE CODE] LAUNDRY] SIZE: 115[L] X 115[W] X 28/48[D] FINISH: CHROME SPOUT [BATH] ENSUITE PRODUCT: CHAOPING BATH SPOUT TF-11 CODE: ADM-010 FINISH: BLACK ENSUITE MIXER [BATH] BATH MIXER TF-12 PRODUCT: CHAOPING CODE: ADM-008 FINISH: BLACK **BATHROOM + ENSUITE** VANITY 5 SUPPLIER: REFER TO INTERIOR DETAILS FOR VANITY VB-01 RANGE: SETOUT SIZE: 980 [W] X 550 [H] X 480MM [D] - 1 DRAWER COLOUR: VANITY POWDER ROOM SUPPLIER: REFER TO INTERIOR DETAILS FOR VANITY 400. VB-02 SETOUT RANGE: SIZE: 500 [W] X 470 [H] X 400MM [D] COLOUR: FINISH: NON-GLOSS VB-03 VANITY NOT IN USE ACCESSORIES [TOILET ROLL HOLDER] BATHROOM + ENSUITE + POWDER COMPANY: REFER TO INTERIOR DETAILS ACCESSORIES FOR SETOUT **[TOILET ROLL** AF-01 CODE: HOLDER] SIZE: 180mm [L] FINISH: BLACK ACCESSORIES [SINGLE TOWEL RAIL] - 640 LONG BATHROOM + ENSUITE REFER TO INTERIOR DETAILS FOR COMPANY: ACCESSORIES AF-02 SETOUT CODE: [TOWEL RAIL] SIZE: 640mm [L] FINISH: BLACK ACCESSORIES [TOWEL RING] - 250 LONG BATHROOM + ENSUITE REFER TO INTERIOR DETAILS FOR SETOUT COMPANY: ACCESSORIES AF-03 CODE: [TOWEL RAIL] SIZE: 250mm [L] FINISH: BLACK TO THE INSIDE FACE OF ALL BATHROOM ACCESSORIES [ROBE HOOK] ENSUITE, POWDER ROOM DOORS COMPANY: ACCESSORIES AF-04 CODE: **IROBE HOOK1** SIZE: FINISH: BLACK REFER TO INTERIOR DETAILS FOR SETOUT KITCHEN SINK [2 BOWL] REFER MANUFACTURERS COMPANY: P + PSINK 0 0 SF-02 PR 4034 ND INSTRUCTION FOR CUTOUT CODE [2 BOWL] DIMENSION 750mmL x 440mmW x 200mmD SIZE: STAINLESS STEEL FINISH





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INTERIOR

**FIXTURES** 

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ELECTRICAL FIXTURE	5		
	0 0		GPO PLATE [TYPICAL]
GPO PLATE		EF-01	PRODUCT: CODE:
[TYPICAL]			SIZE: W116 X H76 X D4MM
			FINISH: WHITE LIGHT SWITCHES [TYPICAL]
LIGHT SWITCHES	0		PRODUCT:
[TYPICAL]	0	EF-02	CODE: SIZE: H116 X W76 X D4MM
			FINISH: WHITE
	0 0		GPO PLATE - TO KITCHEN SPLASHBACK
GPO PLATE		EF-03	TO MATCH EF-01
LIGHT FIXTURES			
			LIGHTING [DOWNLIGHT]
LIGHTING		. –	PRODUCT: CLASSIC RECESSED DOWNLIGHT
[DOWNLIGHT]		LT-01	CODE: SIZE:
			FINISH:
			LIGHTING [FEATURE]
PENDANT LIGHTING (2 OFF)		LT-02	COMPANY: 'HERMAN 1' PENDANT IN NATURAL <b>x2</b>
[OVER BENCH]		-1 72	SIZE: 1x 350mm AND 1x 500mm PER KITCHEN
	[DANIE]		FINISH: NATURAL  LIGHTING [EXTRUSION + LED STRIP]
LIGHTING			PRODUCT:
[LED STRIP]		LT-03	CODE: SIZE:
	A.C.		SIZE: FINISH:
	-		LIGHTING [STAIRS]
LIGHTING		LT-04	PRODUCT: CODE:
[STAIRS]			SIZE:
			FINISH: LIGHTING [EXTERNAL WALL]
LIGHTING			PRODUCT:
[EXTERNAL WALL]		LT-05	CODE: SIZE: SMALL [6w LED]
			FINISH: WHITE
LIGHTING			LIGHTING [SURFACE MOUNTED DOWNSTAIR] PRODUCT:
[SURFACE MOUNTED	NO IMAGE AVAILABLE	LT-06	CODE:
DOWNLIGHT]			SIZE: FINISH:
			LIGHTING [BATTEN FIX LIGHT]
LIGHTING	NO IMAGE	LT-07	PRODUCT: CODE:
[BATTEN FIX LIGHT]	AVAILABLE	L1-07	SIZE:
			LIGHTING [EXTRUSION + LED STRIP] PRODUCT:
LIGHTING DECK/BALCONY		LT-08	CODE:
	1 A A		SIZE: FINISH:
			LIGHTING [EXTERNAL]
		LT-09	PRODUCT: CODE:
LIGHTING	-1	LI 03	SIZE:
LIGHTING [EXTERNAL WALL]	3		
	0		FINISH: WHITE
[EXTERNAL WALL]			FINISH: WHITE LIGHTING [INTERNAL WALL LIGHT] PRODUCT: LEDIux LED 250mm TEAK WALL LIGHT
		LT-10	LIGHTING [INTERNAL WALL LIGHT] PRODUCT: LEDIux LED 250mm TEAK WALL LIGHT BEACON LIGHTING
[EXTERNAL WALL]		LT-10	LIGHTING [INTERNAL WALL LIGHT] PRODUCT: LEDlux LED 250mm TEAK WALL LIGHT
[EXTERNAL WALL]		LT-10	LIGHTING [INTERNAL WALL LIGHT] PRODUCT: LEDIux LED 250mm TEAK WALL LIGHT BEACON LIGHTING SIZE: 250 DIA. FINISH: TEAK CEILING FAN
[EXTERNAL WALL]		LT-10	LIGHTING [INTERNAL WALL LIGHT] PRODUCT: LEDIux LED 250mm TEAK WALL LIGHT BEACON LIGHTING SIZE: 250 DIA. FINISH: TEAK CEILING FAN PRODUCT: CLARO WHISPER
[EXTERNAL WALL] LIGHTING [WALL LIGHT]		LT-10	LIGHTING [INTERNAL WALL LIGHT] PRODUCT: LEDIux LED 250mm TEAK WALL LIGHT BEACON LIGHTING SIZE: 250 DIA. FINISH: TEAK CEILING FAN

ELECTRICAL FIXTUR	RES			
GPO PLATE [TYPICAL]		EF-01	GPO PLATE [TYPICAL] PRODUCT: CODE: SIZE: W116 X H76 X D4MM FINISH: WHITE	TYPICAL INCLUDES DATAUSB + PHONE POINTS REFER INTERIOR PLANS FOR SETOUT CUTOUT TO BATHROOM CUPBOARD
LIGHT SWITCHES [TYPICAL]	0	EF-02	LIGHT SWITCHES [TYPICAL] PRODUCT: CODE: SIZE: H116 X W76 X D4MM FINISH: WHITE	TYPICAL PROVIDE DIMMERS TO LIVING AREA ONLY TWO[2] WAY SWITCHES AS NOMINATED MOUNT AT 1050MM AFFL UNO
GPO PLATE		EF-03	GPO PLATE - TO KITCHEN SPLASHBACK TO MATCH EF-01	GPO TO KITCHEN SPLASHBACK

TYPICAL

STAIR LIGHT

PROVIDE DIMMERS AS PER ELEC PLANS

REFER TO MANUFACTURERS SPECIFICATION FOR

REFER TO MANUFACTURERS SPECIFICATION FOR

REFER TO MANUFACTURERS SPECIFICATION FOR INSTALLATION DETAILS

REFER TO MANUFACTURERS SPECIFICATION FOR

REFER TO MANUFACTURERS SPECIFICATION FOR INSTALLATION DETAILS. NOTE MOUNTING

REFER TO MANUFACTURERS SPECIFICATION FOR

**RECESSED LED STRIP - KITCHEN** STRIP LIGHTING PURCHASED SEPARATELY

& INSTALLED TOGETHER

INSTALLATION DETAILS EXTERNAL WALL LIGHT

INSTALLATION DETAILS

SURFACE MOUNTED DOWNLIGHT PROVIDE DIMMERS AS PER ELEC PLAN REFER TO MANUFACTURERS SPECIFICATION

RECESSED LED STRIP - ROOF DECK REFER TO BALUSTRADE BAL-01

INTERNAL WALL LIGHT [BATH, POWDER] FLUSH MOUNTED DECK WALL LIGHT.

FOR INSTALLATION DETAILS

BUNKER LIGHT

ON DRAWING 4501

HEIGHT CEILING FAN

EXTERNAL WALL LIGHT

INSTALLATION DETAILS

INSTALLATION DETAILS

PLASTER RECESSED MOUNT



NOTE:

THE SELECTIONS SHOWN ARE INDICATIVE ONLY, & ARE SUBJECT TO AVAILIBILITY, COST & FINAL APPROVAL.

SELECTIONS MAY BE SUBSTITUTED FOR SIMILAR PRODUCTS.



## ELECTRICAL

Annexure E

**Consumer Building Guideline** 

NSW Fair Trading - Fact Sheet

**Consumer Building Guide** 

#### Mandatory information for consumers

#### Builders and tradespeople must give you a copy of

this guide before entering into a contract for residential building work that costs more than \$5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

## Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

#### What to consider before work starts

#### Licensing

Licensing requirements include:

- tradespeople and builders carrying out residential building work valued at more than \$5,000 must be licensed by NSW Fair Trading (check a licence on the Fair Trading website or by calling 13 32 20)
- regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting)
- if the work requires more than one tradesperson, you need a builder to manage the building project and

co-ordinate the tradespeople, such as plumbers, painters and carpenters.

#### **Home Building Compensation Scheme**

The State Insurance Regulatory Authority (SIRA) regulates home building compensation (HBC) cover in NSW. HBC cover is required where work is worth more than \$20,000 (including labour and materials). The builder or tradesperson must give you evidence of HBC cover before they start work on your project or you pay them any money, including a deposit. For more information or to check the validity of your cover, visit sira.nsw.gov.au or call 13 10 50.

#### Approvals

To help your building project go smoothly:

- check with your local council or an accredited private certifier on approvals your building work needs
- engage a building certifier. This is your responsibility, not the builder's.

#### **Contracts and payments**

All contracts must be in writing. The two main contract types are:

- fixed price or lump sum where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost
- **cost plus contract** there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than \$20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names, including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- · any plans or specifications for the work, and
- the contract price, if known.

Residential building contracts and contracts for specialist work valued at more than \$5,000, which require a certifier, must (unless you are a developer) include terms about your freedom to choose your own certifier. The contractor must

#### NSW GOVERNMENT

## Tel: 13 32 20 fairtrading.nsw.gov.au

July 2020

#### NSW Fair Trading - Fact Sheet

also give you prescribed information about certifiers, published by Fair Trading, before entering into a contract.

It is an offence for a contractor to unduly influence your choice of a certifier or object to your choice. Examples of undue influence include:

- making it a requirement of the contract that a specified certifier or class of certifier is or isn't appointed
- offering to change the contract price if a specified certifier or class of certifier is or isn't appointed
- refusing to carry out work under the contract if a specified certifier or class of certifier is or isn't appointed.

Residential building contracts regarding work worth more than \$20,000 requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must include other comprehensive information such as the details of the statutory warranties the builder must provide, the cost of any applicable HBC cover and the contract price or warning that the contract price is not known. The contract must also include a checklist prescribed by Fair Trading. Find a complete list of contract requirements on our website.

All contracts over \$20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a **'variation'**. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

#### **Common traps and tricks**

Beware of:

- an extremely low quote compared with others. This may indicate the job's quality is being compromised, or that the builder may not fully understand what is required
- `sales pitches' putting pressure on you to sign a contract quickly to avoid a price increase
- a builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may



not have the right kind of licence or HBC cover.

#### When things go wrong

#### **Statutory warranties**

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 6 years for major defects and 2 years for all other defects. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

## Resolving a dispute with your builder or tradesperson

These steps can help you resolve a dispute:

- you must notify your builder or tradesperson and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- understand acceptable work standards by downloading the Guide to Standards and Tolerances from our website
- contact Fair Trading for free dispute resolution if you and your builder or tradesperson are unable to resolve the dispute
- lodge a claim with the NSW Civil and Administrative Tribunal (NCAT) if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the HBC Scheme: contact your insurer or provider as soon as you become aware of defective or incomplete work.

#### Home building compensation disputes

For help resolving disputes with a HBC insurer or provider, visit the SIRA website sira.nsw.gov.au or call 13 10 50.

Tel: 13 32 20 fairtrading.nsw.gov.au

July 2020

NSW Fair Trading - Fact Sheet

#### More information

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Visit the Fair Trading website to:

 learn more on your rights and responsibilities and the statutory warranties

- July 2020
- do an online licence check to verify a builder or tradesperson's licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews.

www.fairtrading.nsw.gov.au Fair Trading enquiries 13 32 20 TTY 1300 723 404 Language assistance 13 14 50 This fact sheet must not be relied on as legal advice. For more information about this topic, refer to the appropriate legislation.

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Tel: 13 32 20 fairtrading.nsw.gov.au

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Annexure F Design Guidelines



**Architectural Standards** Incorporating Environmental Principles. Stage 1A to 1E, December 2021.

## Contents

The Environmental Principles (EP) sections of the Architectural Standards will help you make an informed decision when designing a new home. A house design that adopts the Environmental Principles will suit the Northern Rivers climate.

#### 1 Architectural Standards

- EP.1 Aureus Environmental Principles
- **EP.2** Sustainable living
- **EP.3A** Aureus climate
- **EP.3B** Aureus topography
- 1.1 Introduction
- 1.2 The process
- 1.3 Compliance
- **1.4** Limitations of assessment by the D.A.P.
- D.A.P will support relaxations to Ballina D.C.P. Chapter 4

#### 2 Masterplans

**2.1** Aureus masterplan – figure 2.11

#### 3 Definitions & lot type plans

- 3.1 Lot configurations & diagrams
- **3.2** Road frontages map primary & secondary
- 3.3 Lot frontages types map
- **3.4** Bushfire report overlay map
- **3.5** Acoustic treatments overlay map
- **3.6** Mosquito treatments overlay map
- 3.7 Neighbourhood plan
- 3.8 Acid Sulphate soils map
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#### 4 Building & landscaping approval procedure

- **4.1** Prior to construction
- 4.2 BASIX approval
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- **4.4** Local authority approval
- 4.5 On completion
- **EP.4** Aureus Environmental Principles

#### 5 Objectives of the Architectural Standards

- 5.1 General principles
- 5.2 Residential character– context of the North Coast NSW

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- 6.1 Site works
- 6.2 Specific to ocean views
- 6.3 Specific to sloping frontages

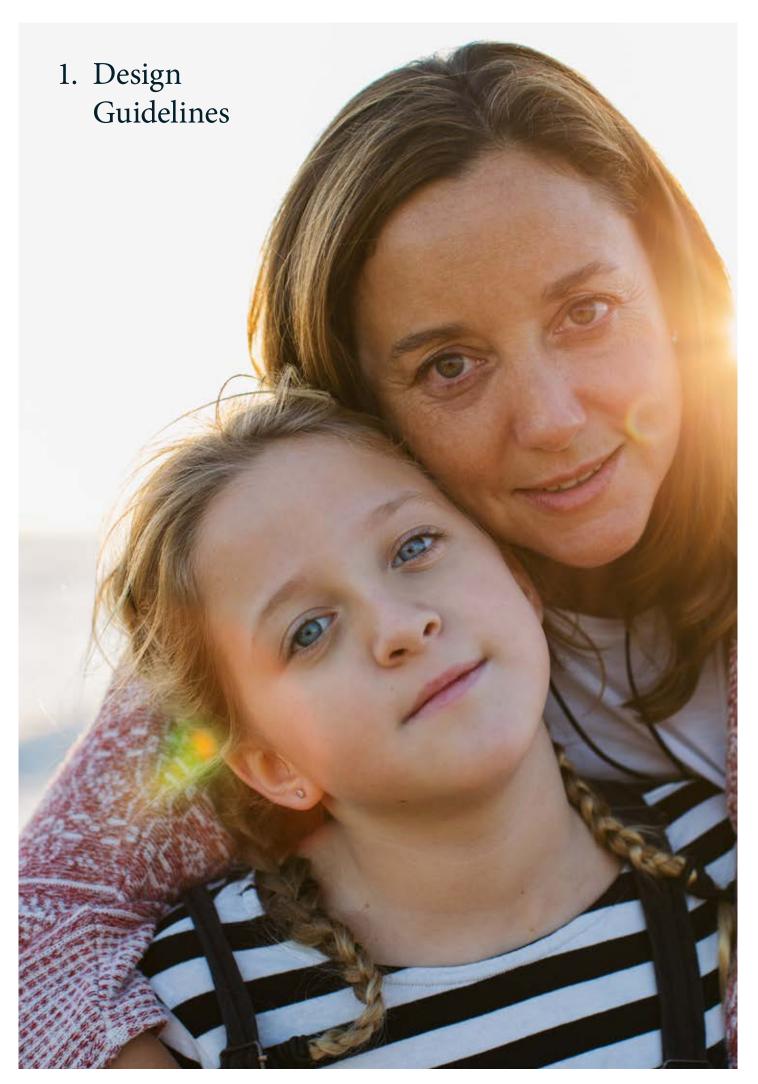
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9	Landscape guidelines
9 9.1 9.2	<b>Landscape guidelines</b> Landscaping Introduction

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**3.9.1** Coastal Management Map Stage 1E – figure 3.9.1



## 1. Environmental Principles

#### **EP.1 AUREUS ENVIRONMENTAL PRINCIPLES**

Aureus follows Environmental Principles, across six key areas – ecosystems, waste, energy, materials, water and community.

The Environmental Principles are incorporated into the Design Guidelines to help you make an informed decision when designing a new home. Your design choices will impact how your new home will respond to ongoing energy and water costs, as well as determine how suitable the home will be to the Northern Rivers climate.

#### **EP.2 SUSTAINABLE LIVING**

Sustainable living is becoming increasingly important to;

- offset household running costs,
- protect the investment you make in your home, and
- reduce environmental impacts.

Fortunately, there are many ways in which you can incorporate energy efficiency into the design of your home.

These will deliver real and ongoing savings on water, gas, and electricity while making your home more liveable, and protecting the environment.

There are specific guidelines in place to increase home energy and water efficiency. These include: on all new homes, water saving shower heads and water taps, and appliances such as air conditioners must meet higher energy efficiency standards.

The Environmental Principles inform you of a range of choices available that can improve the efficiency of your home.

#### **EP.3A AUREUS CLIMATE**

Aureus is classified as a subtropical climate.

Key elements of the hotter, wetter summer months and the colder, drier winter months are:

CLIMATE CHARACTERISTICS	SUMMER DECEMBER-FEBRUARY	WINTER JUNE-AUGUST
DAY TEMPERATURES: Average maximum*	27.9°C	20.5°C
NIGHT TEMPERATURES: Average minimum*	20.0°C	9.1°C
RAINFALL: Average monthly*	169.2mm	133.9mm
BREEZES: Average direction at 3pm*	N/E – E – S/E Direction	E Direction

Information obtained from www.bom.gov.au at Ballina Airport AWS. \*Mean average.

#### EP.3B AUREUS TOPOGRAPHY & VIEWS

Aureus is located on a rolling coastal site.

This location allows:

- Access to panoramic Eastern coastal vistas.
- Access to Easterly morning sun solar access.
- Access to Easterly sea-breezes which can be incorporated into the design of the house & landscaping.
- Particular lots have access to views of surrounding hinterland.

## 1. Design Guidelines

#### 1.1 INTRODUCTION

The Aureus masterplan will create a vibrant and diverse community that lives in harmony with nature, connects to the surrounding residential areas and open spaces, and contributes to housing choice and healthy living in the Northern Rivers Region of NSW.

The focus at Aureus will be a healthy community life, fostering social interaction and activity. A connected network of streets, pedestrian and cycle paths provide the opportunity for walking and cycling to help achieve this vision.

These standards ensure the delivery of high standards of residential amenity, with modern residential living for a variety of building styles and types, to meet diverse community needs.

All buyers must seek a design approval prior to construction to ensure that all Aureus housing and landscaping meets the standards set out in this document. Documentation is to be submitted to the Design Assessment Panel (D.A.P.) before review by a building certifier or submission to the Ballina Shire Council (B.S.C).

#### The D.A.P. can be contacted as follows: E. dap@aureus.com.au

#### **1.2 THE PROCESS**

## Firstly, decide which plan or code that you will apply for D.A. approval under:

- Apply for D.A approval from the 'Ballina Shire Council' under the Ballina D.C.P Chapter 4 2012 or
- Apply for D.A approval from a 'Private Certifier' under the SEPP. Greenfield Housing Code 2017. Noting that the private certifier must approve the lot as being 'complying'.

**Note.** The D.C.P approval process does allow for applications for relaxations, while the Greenfield Housing Code does not.

## Confirm which plan or code that you will apply for approval under and then submit:

• A complete set of working drawings, landscaping drawings, colour and material selections must be submitted for D.A.P approval. A D.A.P approval must be issued before plans can be submitted for D.A.

**Note.** D.A.P, D.A & C.C approvals must be obtained before any earthworks or construction begins.

## The full checklist of the design guidelines for D.A.P is found in Section 11.0

Any conditions of the approval issued by the D.A.P. must be met by the builder and the owner.

#### DECIDE WHICH PLAN OR CODE THAT YOU WILL APPLY FOR A D.A. APPROVAL UNDER:



#### **1.3 COMPLIANCE**

These Architectural Standards take precedent over both the:

- Ballina Shire D.C.P
- SEPP Greenfield Housing Code

These Architectural Standards set out key elements included in the compliance tables for the

- D.A.P Aureus Architectural Standards
- The Ballina Shire Council D.C.P
- SEPP Greenfield Housing Code

#### **EXAMPLE COMPLIANCE TABLE 1.3 AUREUS ARCHITECTURAL STANDARDS** DAP Requirement Ballina Shire Council D.C.P SEPP Greenfield Housing 2012 – Chapter 4 Code 2017 DCP requirement SEPP requirement (BDCP - Element) (GFHC - Element) The application of SEPP Greenfield Housing Code will be restricted on certain lots that fall within Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate soils map – figure 3.7.1 and the Coastal Management map - figure 3.8.1 to check for compliance. Applicants to refer to the full DCP or Code for complete requirements.

#### 1.4 LIMITATIONS OF ASSESSMENTS BY D.A.P

While the Aureus buyer's contract is accurate to the best of the developer's ability, it is subject to change and is binding only on the buyer. Prospective buyers should refer to the contract and make their own enquiries to satisfy themselves in relation to the land, the restrictions which apply to building on the land and to any aspect of the land, which is of importance to them.

The D.A.P. and the seller do not warrant that plans approved by D.A.P, will be approved by a building certifier or any other authority, and it should be noted that the Aureus Architectural Standards contain only 'KEY ELEMENTS' from the:

- Ballina DCP Chapter 4 or,
- SEPP Greenfield Housing Code.

It is the responsibility of the buyer to meet all the requirements of the Ballina Shire Council Policies; Ballina Shire Development Control Plan (DCP) 2012; Cumbalum Views – Precinct A-DCP; Ballina Local Environmental Plan (BLEP) 2012, the NSW State Environmental Planning Policies (SEPPs) including the Greenfield Housing Code 2017 and the Ballina Shire Development Approval and any other statutory authority responsible for the construction of improvements on the land. The completed development must be certified by a registered building certifier as following the NCC (previously the BCA) before occupation. Engineering and sustainability BASIX will be required to achieve this.

It is the responsibility of the owner and the builder to ensure that they have a copy of the Section 88B and Site Plan and that they have determined the location of all services and easements on the lot. The co-ordination of the services, earthworks and dwelling is the responsibility of the owner/ builder. Buyers should note that the D.A.P. will not be reviewing any of the below elements during the assessment:

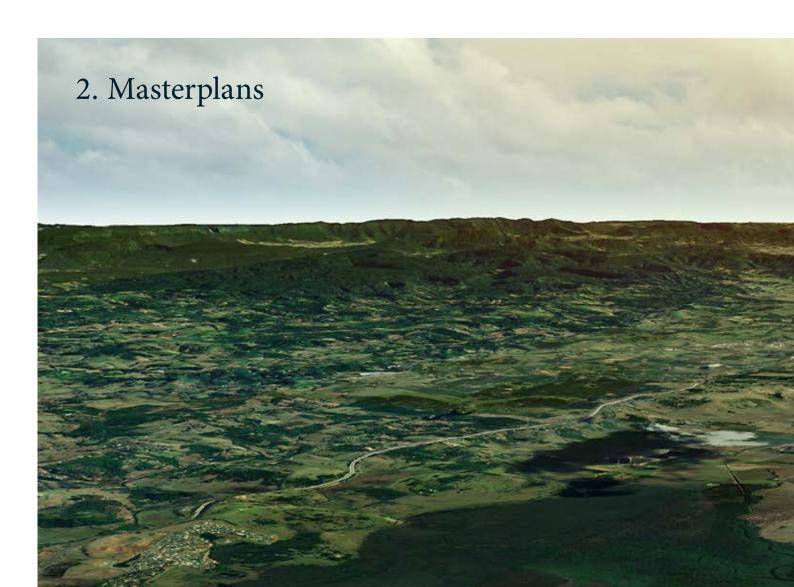
- Contours.
- Cut & fill.
- Driveway gradients.
- Builder's retaining walls.
- Services, manholes or easements.
- Proximity of footings to retaining walls or easements.
- LPG gas bottle installation and positioning.
- Swimming pools & pool fencing.
- BASIX requirements.
- Dual occupancy compliance.

Whilst it is the intention of the seller and the D.A.P. that the Architectural Standards and the procedures set out in this document should be followed by all buyers, the design requirements of each lot will be considered on an individual basis. The D.A.P. may waive or vary any requirement of these guidelines at their discretion. The D.A.P. and the seller therefore do not warrant that they will be enforced in relation to every lot.

Buyers will not be entitled to require the D.A.P. or the seller to enforce the Standards against any other buyer or any other lot at Aureus.

## 1.5 D.A.P. WILL SUPPORT RELAXATIONS TO BALLINA D.C.P. CHAPTER 4

As long as relaxations are no greater or lesser than Greenfield Housing Code, if owners achieve a relaxation through a Ballina Shire Council Development Application, D.A.P. will support it subject to achieving Aureus Architectural Standards.



The Aureus masterplan will create a vibrant and diverse community that lives in harmony with nature, connects to the surrounding residential areas and open spaces, and contributes to housing choice and healthy living in the Northern Rivers Region of NSW.

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## 2. Masterplans

2.1 Aureus MASTERPLAN - FIGURE 2.1.1











## 3. Definitions & lot type plans

## 3.1 LOT CONFIGURATION DIAGRAMS

The lot configuration diagrams confirm;

A **standard lot** abuts other lots on each side and rear boundary, and has a primary frontage only.

A **corner lot** has both primary and secondary street frontages that require two façade treatments.

## DETACHED HOUSE LOT TYPES - FIGURE 3.1.1





#### Standard Lot

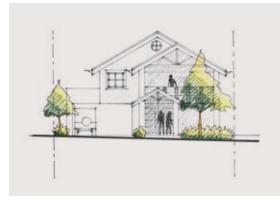
Corner Lot – Dual Frontage

## 3.2 ROAD FRONTAGES

The Road Frontages map confirms the road frontage hierarchy for each of the lots, for setbacks, fencing, wall articulation, colours & material requirements.

## Refer to the Appendix for Road Frontage Type Map – Figure 3.2.1

## LOT FRONTAGE TYPES – FIGURE 3.3.2



Flat. 0% - 5% (0 to 1:20)

## 3.3 LOT FRONTAGE TYPES

The Lot Frontage Type map confirms;

- 1. **Flat frontage lots** are lots where grade of road frontage is 0% 5% (0 to 1:20).
- 2. **Transition frontage lots** are lots where grade of road frontage is 5% 8% (1:20 to 1:12:5).

The Lot Frontage types are illustrated on the Lot Frontage

Types diagrams.

Refer to the Appendix for Lot Frontage Type Map – Figure 3.3.1



Transition. 5% to 8% (1:20 to 1:12.5)

\*Note. Ballina Shire Council setback and allowable encroachments subject to B.S.C approval – Refer B.S.C DCP 2012 Chapter 12.

## 3. Definitions & lot type plans

## 3.4 BUSHFIRE REPORT OVERLAY MAP

The Bushfire Overlay map confirms; All lots where a detached house is proposed must refer to 'current' Bushfire Management Report.

## Refer to the Appendix for Bushfire Hazard Overlay Map – Figure 3.4.1

## 3.5 ACOUSTIC TREATMENTS OVERLAY MAP

The Acoustic Treatments Overlay map confirms; Lots requiring acoustic management to:

- Ground floor & above ground floor levels are lots where a detached house is proposed, that require acoustic treatment to all levels – as per the Acoustic Management Report.
- 2. Above ground floor level (and slope sensitive) only

  are lots where a detached house is proposed,
  that require acoustic treatment to above ground
  levels as per the Acoustic Management Report.

## Refer to the Appendix for Acoustic Overlay Map – Figure 3.5.1

## 3.6 MOSQUITO TREATMENTS OVERLAY MAP

The Mosquito Treatments Overlay map confirms; All lots require mosquito treatments to comply with the approved Mosquito Risk Assessment and the requirement for all windows, external doors, other openings and rainwater tanks to incorporate effective screening.

## Refer to the Appendix for Acoustic Overlay Map – Figure 3.6.1

## 3.7 NEIGHBOURHOOD PLAN

The Neighbourhood Plan – Figure 3.7.1 confirms; The siting arrangement of all lots must comply with the arrangements of the Neighbourhood Plan. The Neighbourhood Plan represents a detailed coordination process, considers built form outcomes, and avoids conflicts with services and between adjacent dwellings.

The Neighbourhood Plan includes:

## 1. Mandatory locations of

- Driveways & driveway crossover offsets.
- Garages note zero lot garages are not acceptable.

## 2. Nominal locations of

- Building entry mandatory 1.5m deep front balcony, entry & porches.
- Private open space.
- Second driveway position for dual occupancy – on corner lots only.

## 3. Design locations of infrastructure

- Storm-water lines offsets to infrastructure required.
- Sewer lines offsets to infrastructure required.
- Developer built civil retaining walls offsets required.
- Approximate level change between lots.
- Pad mounted transformer site.
- Low side of sloping frontage landscaped builders retaining walls required.
- Extent of developer built fences not to be removed.
- Vistas lines from neighbouring roads façade/landscape treatments to respond to vista.

## 4. Refer to specific design element sections for further explanations and requirements of approved elements.

The developer retains the right to relax some of the mentioned locations, however these relaxations will be in special circumstances only. The developer retains the right to refuse applications for relaxation.

Refer to the Appendix for Neighbourhood Plan – Figure 3.7.1

## 3.8 ACID SULPHATE SOILS MAP

COMPLIANCE TABLE 3.8		
AUREUS ARCHITECTURAL STANDARDS		
The Developer has confirmed by survey the extent of Acid Sulphate soil mapping, as an overlay map		
Ballina Shire CouncilSEPP GreenfieldD.C.P. 2012 - Chapter 4Housing Code 2017		
• Class 2 – development that would not be compliant under the SEPP Greenfield Housing Code	• Class 3 – development that would be compliant under the SEPP Greenfield Housing Code	
• Therefore lot owner/ builder can only utilise the Ballina Shire Council D.C.P.		
Dwellings on both Class 2 and Class 3 acid sulphate soils lots must be designed to address this hazard in accordance with the Ballina Shire L.E.P. 2012		
Refer to Appendix for Acid Sulphate Soils Map - Figure 3.8.1		

#### 3.9 COASTAL MANAGEMENT MAP

#### **COMPLIANCE TABLE 3.9**

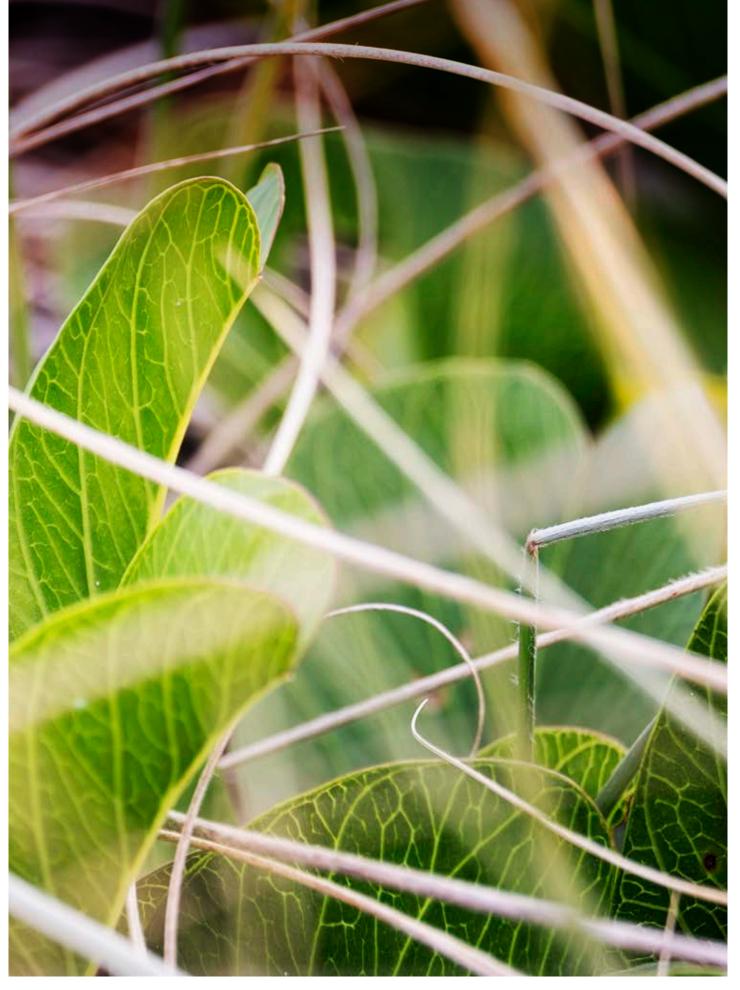
### AUREUS ARCHITECTURAL STANDARDS

The Developer has confirmed by survey the extent of Coastal management mapping, as an overlay map

Ballina Shire Council D.C.P. 2012 - Chapter 4	SEPP Greenfield Housing Code 2017
<ul> <li>100m proximity area to the coastal wetlands – development that would not be compliant under the SEPP Greenfield Housing Code</li> <li>Therefore lot owner/ builder can only utilise the Ballina Shire Council D.C.P.</li> </ul>	• Refer Compliance Table 3.8
Dwellings within the 100m proximity area to the coastal wetlands must be designed to address this clause in accordance with the SEPP Coastal Management Plan 2018.	
Refer to Appendix for Costal Management Map	

- Figure 3.9.1

# 4. Building& landscaping approval procedure



## 4. Building & landscaping approval procedure

## 4.1 PRIOR TO CONSTRUCTION

The Aureus Architectural Standards assessment is a simple, one step process. To obtain approval, buyers or their builder are required to submit a full set of working drawings showing the complete development of the land, including confirmation of which plan or code that they are to have their D.A. assessed under. The working drawings must be accompanied by a landscaping drawing and a complete depiction of the intended colours and materials.

## A submission checklist is provided in Section 11.

Incomplete applications will not be reviewed. The buyer will be notified by email that certain documents are still required to be submitted before a review will be carried out. Once the outstanding documents have been received the submission will be reviewed.

If the submission complies with the requirements of this document, an approval will be issued. If there are elements, which do not comply fully, but can be easily resolved by the builder, these will be noted as conditions of approval. The conditions will be listed in the letter of approval and noted on the drawings, copies of which will be attached to the approval.

If there are too many items that are non-compliant, the submission will be returned to the buyer with a brief description of the problems with the submission.

The onus will be on the builder and/or the owner to review the design submitted in relation to this document, and re-submit an amended design, which does comply.

Approvals will be issued by email. A hard copy can be mailed to the owner on request.

## 4.2 BASIX APPROVAL

Buyers should note that the D.A.P. will not be reviewing any of the elements required for BASIX approval.

#### 4.3 DUAL OCCUPANCY APPROVAL

Buyers should note that the D.A.P. will not be reviewing any of the elements required for Dual Occupancy approval.

## 4.4 LOCAL AUTHORITY APPROVAL (D.A)

Once plans have been approved in writing by the D.A.P., working drawings can be submitted to either:

- B.S.C for D.A. approval under the Ballina DCP Chapter 4, or
- A private certifier for D.A. approval under the SEPP Greenfield Housing Code 2017 (if compliant).

Construction Approvals must be obtained from your certifier before construction commences.

## 4.5 ON COMPLETION

Once the following milestones have been met:

- The building has been completed in accordance with the approved building plans, and all the conditions of the approval have been met.
- The landscaping has been installed in accordance with the approved landscaping plan, and all the conditions of the approval have been met.
- A photo record of the building and landscape and fences from the streetscape has been submitted.

#### **EP. 4 AUREUS ENVIRONMENTAL PRINCIPLES**

Aureus seeks to achieve exceptional sustainability outcomes. Aureus will aim to achieve this important outcome by focusing on the following key areas:

#### Ecosystems

Protect and enhance native ecosystems and ecological function, and rehabilitate degraded sites.

#### Waste

Implement waste management procedures and practices to reduce the amount of waste to landfill and facilitate recycling.

#### Energy

Implement measures to optimise energy reduction across the project beyond current regulatory requirements.

#### Materials

Utilise environmentally responsible materials and construction methods to lower environmental impact of materials usage.

#### Water

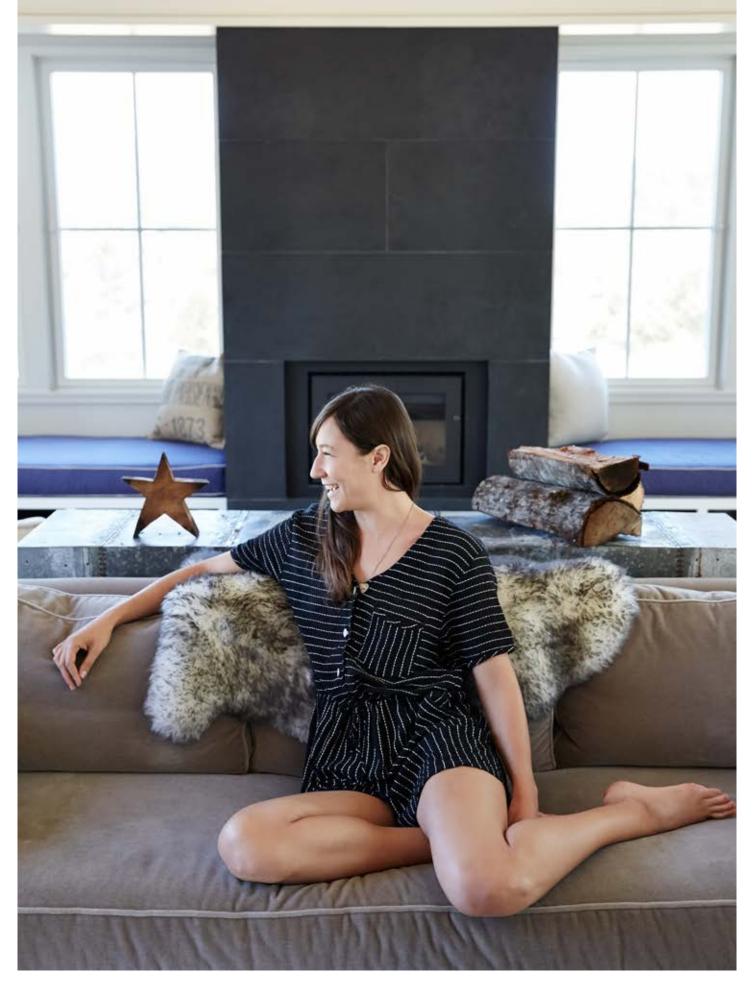
Implement measures, which reduce potable water use, across the project beyond current regulatory measures.

#### Community

Encourage healthy and active lifestyles, community spirit, local facilities, alternative transport models, and accessible and flexible design that welcomes a diversity of people and adapts to their changing needs.



# 5. Objectives of the guidelines



## 5. Objectives of the guidelines

## 5.1 GENERAL PRINCIPLES. DESIGNING IN NORTH COAST NSW

The following guidelines have been developed to ensure that quality housing is constructed at Aureus, and that the amenity of the development and buyers investment is protected.

These guidelines promote:

- Well-articulated façades and roof lines noting on sloping sites, side elevations become more important.
- Contemporary designs, relevant to modern living in 'North Coast' New South Wales.
- Elevated/two storey dwellings maximising views to the ocean.
- The use of appropriate buildings materials, patterns, textures and colours.
- Colour and landscape palette is relevant to Hillside and Ridgeline location.
- Masonry and lightweight dwellings with generous decks responding to site topography and ocean views.
- Installation of generous & deep front porches, patios, balconies, terraces and deeper eaves.
- Building siting and internal room arrangements to take advantage of views and preserve privacy.
- Landscape of a scale and quality to soften impact of two storey houses upon the streetscape.
- Quality landscaping and fencing to be slope sensitive and minimise height by stepping retaining walls.
- Sustainable living principles, such as large eaves and louvred screens.
- Clerestory windows allowing sunlight from the East and views to the coast.
- Passive surveillance to streets and laneways.
- Variety of house designs (**Refer 6.7.1 Façade Variation**).

Before choosing or designing your home, it is important to consider how the features of the allotment might influence the location and layout, to improve your family's lifestyle, and the neighbourhood as a whole.

Factors to consider include:

- Site levels not all blocks are benched flat (not all blocks are level).
- Sloping sites some blocks require slope sensitive design.
- Service and easement locations.
- Driveway location (Refer Figure 3.7.1).

- Setbacks requirements of Ballina Shire & SEPP Greenfield Housing Code may differ to other authorities in Australia.
- Home entry and street address.
- Relationship of your house to those on adjoining properties – particularly with respect to garage locations and façade selection.

## 5.2 RESIDENTIAL CHARACTER. CONTEXT OF THE NORTH COAST NSW

The D.A.P. will require façades to be articulated by means of shading elements and steps in wall planes and roof planes. This articulation is required to the front façades and to sections of the side façades, which are visible from the street.

Where a home is on a corner lot with a dual frontage, the colours and materials used on the primary frontage are to return along the side façade on the secondary frontage.

Side elevations on corner lots require additional articulation.

Shading elements may include eaves, a portico, window hoods and surrounds.

Articulation should be emphasised using feature materials and contrasting colours, within a harmonious colour scheme.

The developer will be encouraging façades, landscapes and streetscapes that complement the established 'North Coast NSW Character', reinforcing the local character described in the 'North Coast Urban Design Guidelines'.

Houses are to be suitable to the North Coast NSW:

- Simply and holistically in theme as a single, well-articulated structure.
- Articulated with well resolved and integrated detailing.
- Have a balanced distribution of suitable materials and colours.
- Tuscan style, Colonial, Georgian, as well as rustic finishes, are discouraged by the D.A.P.



## 6.1 SITE WORKS

All planned site earthworks must be clearly indicated on the working drawings. Existing contours and altered contours as well as the floor levels of the dwelling must be indicated on the site plan.

COMPLIANCE TABLE 6.1 AUREUS ARCHITECTURAL STANDARDS	
Ballina Shire Council D.C.P. 2012 Chapter 4	SEPP Greenfield Housing Code 2017
Excavation / Filling	Excavation
=<900mm from boundary – max 1.2m (BDCP – Element P.)	Max. 1m – If location < 1m from boundary
	Max. 2m – If (x) located 1m <x &lt;1.5m from boundary</x 
	Fill – Max 1m (dwelling) – Max. 600mm (other) (GFHC – 3C.33)

The application of SEPP Greenfield Housing Code will be restricted on certain lots that fall within Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refers to Acid Sulphates Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements.

Where the slope of the land necessitates a greater extent of cut and fill than 1000mm, an engineer's certificate will be required as part of the submission to certify the design of the retaining wall.

Cut and fill in the front setback, is to be terraced as per **Design Element 6.27 'Builders Retaining Walls in Streetscape'**.

## 6.2 SPECIFIC TO OCEAN VIEWS

Clients and designers should visit their specific lot, and establish how to best orientate and design your dwelling to maximise views to the ocean.

The D.A.P. may be able to provide you with submitted designs of neighbouring lots. This may assist you in siting your dwelling, the layout of habitable rooms, and the design of your private landscape open spaces.

## 6.3 SPECIFIC TO SLOPING FRONTAGES

To improve the appearance of elevated buildings and provide for enhanced neighbourhood amenity, the following controls are required:

- Driveways & streetfront landscaping needs to resolve levels between flat pad of the house, and the sloping verge in front of the building,
- Landscaping needs to terrace and return down neighbouring boundaries,
- Where the understorey of a building is visible from adjoining properties or the street, landscaping or screening panels must be provided around the base perimeter of the building, or
- The underside of the building is lined or painted.

## 6.4 SPLIT LEVEL HOMES

The majority of lots in Aureus have been engineered relatively flat with a limited cross fall. Some steeper sites could consider split level homes. Design benefits include;

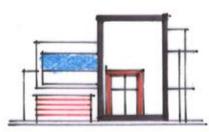
- Dwelling is more responsive to existing landform.
- Limited extent of excavation and filling for the site.
- Allows more storage on lower levels.
- Allows double height living spaces and interesting roof form.
- Allows a second storey to capture views, without increasing floor area.
- Stairs are broken into half flights, so it is easier to go between levels.

## 6.5 NORTH COAST ACCEPTABLE ROOF FORM, MATERIALS AND COLOURS

Roofs must be designed and articulated to reinforce the local character with strong roof forms and generous overhangs, deep porches and balconies.

## 6.5.1 ACCEPTABLE ROOFS TYPES

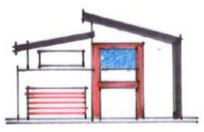
FIGURE 6.5.1.1



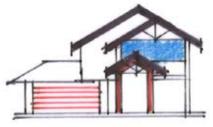
Flat Roof (Vertical)



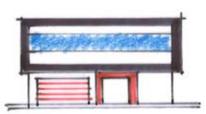
Split Gable Roofs



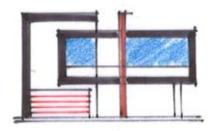
**Skillion Roofs** 



**Cascading Gable Roofs** 



Flat Roof (Horizontal)



**Combination Roofs** 

#### **COMPLIANCE TABLE 6.5.1**

#### **AUREUS ARCHITECTURAL STANDARDS**

• Gable roofs at minimum of 25 degrees.

- Please note that all street façades will not be approved with single gables or single skillions, the roof plan selected for the house should result in the visible roof having steps and some variation in the ridge levels, giving the roof visual interest.
- D.A.P. requires modern skillion roofs at minimum 10 degrees (this is greater than Ballina Shire D.C.P minimum of 5 degrees).
- Flat or parapet roofs are allowed, if they are composed in a strong vertical or horizontal composition and complemented with deep balconies and deep hoods and cantilevers.
  (They will be subject to special approval by D.A.P.).
- Mandatory requirements for eaves of at least 450mm to North, East & West façades, to make up at least 75% of the total wall length. For modern skillion roofs, hoods and awnings can meet the above requirement, over openings.
- Deep eaves for shading are encouraged
- Ballina Shire D.C.P permits up to 700mm eaves outside the building envelope
- Bespoke fascia, soffit and downpipe details are encouraged
- Hipped roofs are not acceptable
- Curved roofs are not acceptable
- Dutch Gables are not acceptable
- Your BASIX certificate may require deeper than 450mm eaves.
- Allow for wide gutters to handle heavy rainfall.

## Flat Roofs (Vertical)



## Split Gable Roofs







Flat Roofs (Horizontal)





**Cascading Gable Roofs** 



**Skillion Roofs** 









Hipped Roofs & Dutch Gables (Not Permitted)





Curved Roofs (Not Permitted)



## 6.5.2 ACCEPTABLE MATERIALS FOR ROOF

#### COMPLIANCE TABLE 6.5.2

#### **AUREUS ARCHITECTURAL STANDARDS**

- Colorbond<sup>®</sup> roof sheeting
- Galvanised/zinc roof sheeting products will require higher quality materials, and detailing used on the façades
- Tiles are not acceptable
- Thatch is not acceptable

## 6.5.3 ACCEPTABLE COLOURS FOR ROOF

Colorbond<sup>®</sup> steel range roofing, walling, gutters, fascia and downpipes. Currently, BASIX describes the Solar Absorbance differently than the BCA. Allowing more colours in the light/ medium range.

#### **ROOF COLOURS PREFERRED**

#### LIGHT – SOLAR ABSORBANCE < 0.475



## **ROOF COLOURS ACCEPTABLE**

#### LIGHT - SOLAR ABSORBANCE < 0.475



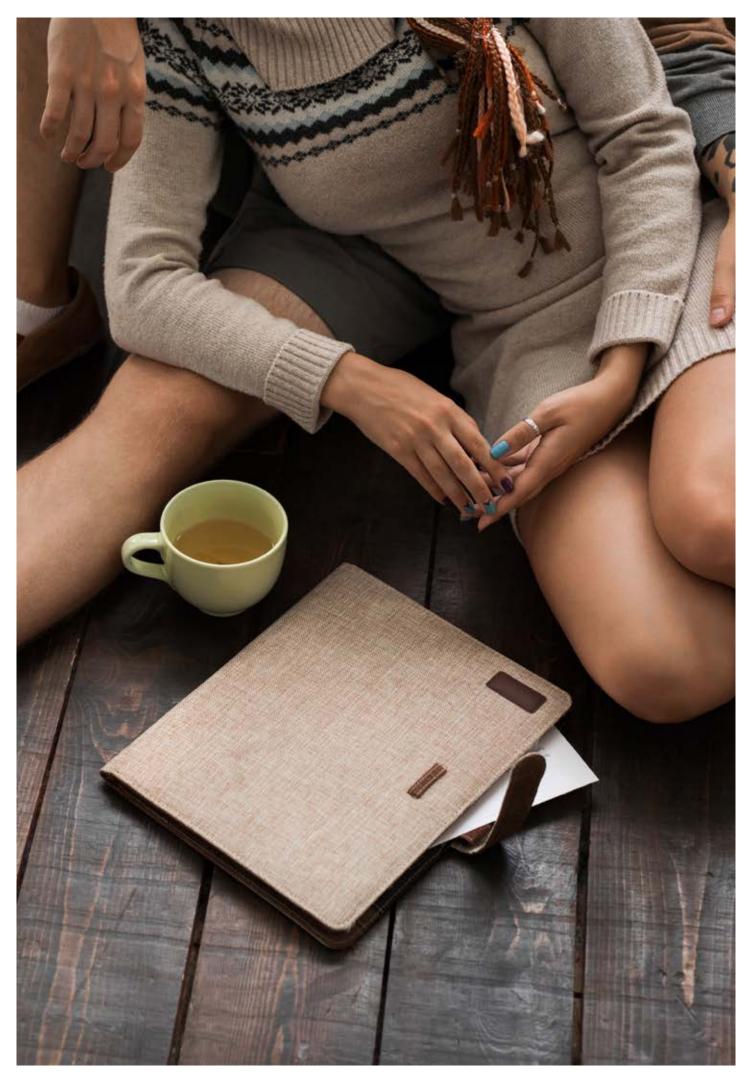
#### MEDIUM – SOLAR ABSORBANCE 0.475 – 0.700

(May require additional roof insulation to achieve BASIX)



#### **ROOF COLOURS NOT ACCEPTABLE**

- Black
- Red
- Green
- Brown
- Cream



The roof of your home is the largest surface area exposed to the sun throughout the entire day. Choosing a light colour that will reflect the heat will reduce the amount of heat entering your home by up to 30%.



## 6.6 NORTH COAST. WALL ARTICULATION, MATERIALS AND COLOURS

Visible elevations must be designed to reinforce the local character with simple, modern and articulated façades (stepped or recessed) with interesting detailing. A combination of masonry and lightweight materials is expected, with light, warm and neutral colours to complement the coastal hinterland setting.

## 6.6.1 FRONT & SIDE WALL ARTICULATION

Primary and secondary street frontages;

- Walls and roofs are to step according to setback requirements (**see Section 7**) and;
- Front door entries are to be articulated as per **Section 6.10 & 6.11**.

## **COMPLIANCE TABLE 6.6.1**

## AUREUS ARCHITECTURAL STANDARDS

Refer to **Section 6.11** for mandatory North Coast 1.5m deep balcony, extended entry or porch Walls and roofs are to be a max 9m long in one plane and are not to return to that plane unless they have a minimum 1m setback or step-out for a minimum 4.5m length.

The SEPP Greenfield Housin	g Code allows an additional	
Articulation Zone on Secondary Road Frontages		

Ballina Shire Council	SEPP Greenfield Housing	
D.C.P 2012 – Chapter 4	Code 2017	
<b>Primary Road Frontages</b>	<b>Primary Road Frontages</b>	
Articulation Zone	Articulation Zone	
• Building elements	<ul> <li>Building elements</li></ul>	
may project forward	may project forward	
of the building line by	of the building line by	
1.5m for 25% only	1.5m for 25% only.	
<ul> <li>Dwellings to address</li></ul>	• Dwellings must contain	
street with identifiable	one door and one	
entrance and contribute	window to a habitable	
to streetscape	room at ground level	
(BDCP – Element D)	<b>Secondary Road</b> <b>Frontages</b> Articulation Zones	
	• Building elements may project forward of the building line by 1m for 20% only, and	
	• Must include a window to a habitable room with an area of at least 1m <sup>2</sup> facing the secondary road.	
	(GFHC - 3C.16)	

The application of SEPP Greenfield Housing Code will be restricted on certain levels lots that will fall within Class 2 of the Acid Sulphate Soils Survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate soils map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements

#### 6.6.2 ACCEPTABLE WALL MATERIALS INCLUDE:

#### **COMPLIANCE TABLE 6.6.2**

#### **AUREUS ARCHITECTURAL STANDARDS**

- Painted render
- Contemporary lightweight cladding
- Metal sheeting with a factory finish (eg. Colorbond®) used as a feature material
- A limited amount of face brick used a feature maximum 30% of the facade (percentage of wall surface excludes garage doors, front door and windows)
- Bagged and painted blockwork
- Textured coloured concrete
- Natural stone
- Timber, weatherboard, or Colorbond® profiled sheeting used as feature panels
- Powder coated or clear varnished window frames with matching screens, louvres and trims
- Bricks with sharp or glazed edge
- Feature facade tiles
- Mandatory recycled timber is required as a prominent component to the entry or façade of the dwelling

#### The following materials will not be permitted

- Large format and/or mottled brick
- Common bricks
- Rough edge bricks
- Mud brick and rammed earth walls. (Subject to special approval by D.A.P).

#### 6.6.3 ACCEPTABLE WALL COLOURS INCLUDE:

Colours and materials to be neutral earthy tones. Similar, or equivalent to the Colorbond colours in the light/medium range. Variations to this range are at the discretion of the D.A.P., and may not be approved.

A limited amount of bright feature colours may be used, if it is used to highlight a feature element, and is limited to a maximum of 30% of the façade.

Garage door colour is a large component of the façade, therefore must be within the acceptable Colorbond range, or timber, or timber look.

### WALL/GARAGE DOOR PAINT COLOURS ACCEPTABLE

## White Surfmist™ Evening Haze™ Paperbark™ Shale Grey™ Dune™ Dark Grey **BRICK COLOURS NOT ACCEPTABLE** • Black • Red • Tan • Brown • Orange FEATURE TILES COLOURS NOT ACCEPTABLE • Black • Red

**BRICK COLOURS ACCEPTABLE** 

## WALL/GARAGE DOOR PAINT COLOURS NOT ACCEPTABLE

- Black
- Red
- Green
- Brown
- Cream

### **BLOCK WORK COLOURS ACCEPTABLE**

### FEATURE TIMBER/GARAGE DOOR COLOURS ACCEPTABLE



#### **BLOCK WORK COLOURS NOT ACCEPTABLE**

- Ochre
- Red

## FEATURE TIMBER/GARAGE DOOR COLOURS NOT ACCEPTABLE

- Orange
- Red
- Black

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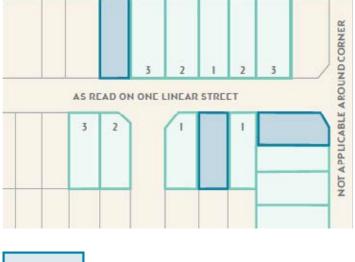
## 6.7 FAÇADE VARIATION AND ACCEPTABLE VARIATIONS

The D.A.P. keeps a record of submitted & approved façades, to ensure that streetscapes do not have a run of the same or similar façades without a break.

A primary street frontage façade design will not be approved where the same (or overly similar) design has been built or approved within three neighbouring lots, adjacent or opposite, as read on the one linear street. **Refer Figure 6.7.1** 

Buyers will be advised if a house with the same or a very similar façade has been approved within three adjacent or opposite lots. In such cases, buyers will be required to select an alternative façade, or to make a significant variation to the articulation of the façade.

## **FAÇADE VARIATION DIAGRAM - FIGURE 6.7.1**



First submission received by the D.A.P.

Same, or similar façade to blue lot is not allowed.

There is generally a gap of three lots before repeating, as read on the one linear street. This doesn't apply around corners.

## FAÇADE VARIATION ACCEPTABLE TYPES. **ONE STOREY – FIGURE 6.7.2**



## FAÇADE VARIATION ACCEPTABLE TYPES. **TWO STOREY – FIGURE 6.7.3**



No balcony or porch

Lower porch (min. 1.5m deep)

Wide balcony and portico strong protecting form 1.5m

deep. Wall and garage wall can be inline. (min. 1.5m deep)

Wide balcony and portico. (min. 1.5m deep)

Narrow balcony and portico. (min. 1.5m deep)

\*Note. Ballina Shire Council setback and allowable encroachments subject to B.S.C approval - Refer B.S.C DCP 2012 Chapter 12 Facade Variation.

## **ACCEPTABLE FACADE VARIATION - ONE STOREY Refer Figure 6.7.2**

Minimum two (2) design elements need to vary.

Design elements that assist façade variation, in order of most significant to least significant variation, are as follows;

- Roof form.
- Entry porch type.
  - » Porch between split roof.
  - » Porch under eaves.
  - » Porch with portico.
  - » Portico in resort style.
- Roof colour.
- Garage door colour.
- Window arrangement.

## **ACCEPTABLE FAÇADE VARIATION - TWO STOREY Refer Figure 6.7.3**

Because the roof is a less dominant streetscape element in a two storey building. The following design elements that assist variation are also acceptable.

The following design elements that assist variation are also acceptable

- Articulation of wall materials & feature colours.
- Extent of masonry to lower & lightweight to upper floors.
- Balcony supports & balustrade detail.

## 6.8 COLOUR MATCHING OF LIKE ELEMENTS:

To avoid obtrusive contrasting of elements.

Colours of the following must match.

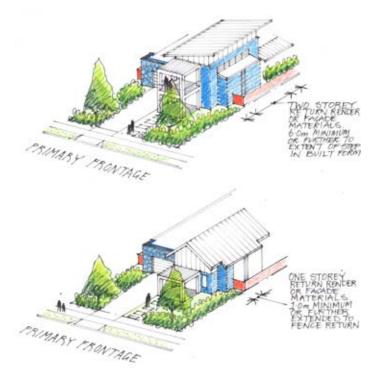
- 1. Fascia & gutter to roof.
- 2. Satellite dishes, antennae & roof ventilators to roof.
- 3. Mosquito, fly & security screens to window frames.
- 4. Rendered letterbox to rendered walls.
- 5 Gate & fence return to side fence

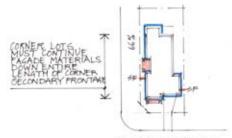
## 6.9 RETURN OF FAÇADE MATERIALS DOWN SIDE ELEVATIONS

Aureus' topography means more of the side elevation is visible from the streetscape.

- Façade materials/render must return;
- 1.0m down the side elevation for one storey - to match fence return.
- 6.0m down the side elevation for two storey.
- Entire length of side elevation for secondary frontage on corner lots.

## RETURN OF FAÇADE MATERIALS DOWN SIDE ELEVATIONS – FIGURE 6.9.1





PRIMARY PRONTAGE

#### 6.10 DWELLING ENTRY LOCATION

Dwellings are to be designed to address the street, provide an easily identifiable entrance for pedestrians and contribute to the streetscape.

Mandatory front door locations are indicated on **Figure 3.7.1 – Neighbourhood Plan**. This ensures that the house addresses the primary street frontage with its front door.

## 6.11 MANDATORY NORTH COAST 1.5M DEEP BALCONY, EXTENDED ENTRY OR PORCH

A key aspect of the built form that will contribute and respond to the local and regional character of North Coast settlements, is the mandatory requirement of all Aureus lots to provide a primary road facing balcony, extended entry or entry porch of usable dimension.

#### See Figure 6.11.1 on opposite page.

## **COMPLIANCE TABLE 6.11**

#### AUREUS ARCHITECTURAL STANDARDS

- Mandatory 1.5m minimum depth of balcony, extended entry or porch (Position as per neighbourhood plan Figure 3.7.1)
- Part of this 1.5m depth may be accommodated in the 1.5m articulation zone (Ballina DCP, Chapter 4 Part 3.D Element – Articulation Zone & SEPP Greenfield Housing Code 3C.10)
- Covered entrances are to be integrated into the overall design of the front façade in terms of their form, colour and materials. Their design should add to and enhance the articulation and built form of the dwelling.

## 6.12 MINIMUM DWELLING AREA

The minimum area of the house, excluding garage/carport and eaves is 150m2.

### 6.13 BUILDING HEIGHT

Dwellings can be one or two storeys (except where mandatory two storey dwellings are on neighbourhood map).

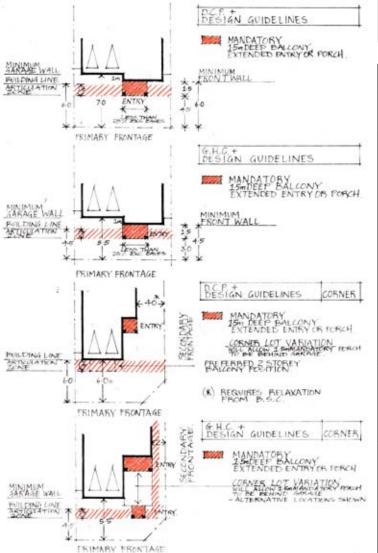
• Houses must not exceed heights as per compliance table:

COMPLIANCE TABLE 6.13	
Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
• Building height for a dwelling house is 8.5m (refer to B.L.E.P Map)	• Maximum height for a dwelling house is 8.5m above existing ground level. (GFHC Diagram – 3C.9)

The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map - figure 3.7.1 and the Coastal Management Map - figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirement

## MANDATORY NORTH COAST 1.5M DEEP BALCONY, EXTENDED ENTRY OR PORCH ON PRIMARY FRONTAGE – FIGURE 6.11.1



## 6.14 SITE COVERAGE

The site coverage calculation is not applicable in Ballina Shire DCP or SEPP Greenfield Housing Code. (Building envelopes, floor space ratios, building height, and controls over maximum encroachments along North & East elevations apply).

## 6.15 FLOOR SPACE RATIO

- The Ballina DCP refers to Floor Space Ratio (FSR). The SEPP Greenfield Housing Code refers to Gross Floor Area (GFA). The definitions are measured differently under each instrument.
- The requirements for the bulk, scale and character of a dwelling are set out in Ballina DCP, Chapter 4 Part 3.B Element – Floor Space Ratios & SEPP Greenfield Housing Code.

The SEPP Greenfield Housing Code allows an additional floor area than the DCP for smaller lots, i.e.

- An additional 40m² approx. for a 451m² lot
- For larger lots the DCP allows additional floor area

COMPLIANC	E TABLE 6.15		
Ballina Shire D.C.P 2012 –		SEPP Green Code 2017	field Housing
<ul> <li>FSR of 0.5:1 applies</li> <li>Where two car parking spaces are required a maximum of 44m<sup>2</sup> can be excluded from the F.S.R for the garage/ store area proposed.</li> <li>(BDCP – Element B)</li> <li>The FSR gross floor area is measured from the internal face of external walls &amp; does not include open sided terraces or balconies</li> <li>(BLEP – definitions)</li> </ul>		Gross Floor, measured fr face of exte walls excludi • Storage • One Car Pc • Balconies ( (SEPP def. – For Sites (x): 450 < x < 56 GFA = 290m	om internal rnal ing: urk Space Dpen Sided 1.5) Om <sup>2</sup>
		For Sites (x): 560 < x < 60 - GFA = 259 + 150m <sup>2</sup>	0m²
		For Sites (x): 600 < x < 74 = 335m <sup>2</sup> (GF	
Applicants are required to set out FSR calculations in submissions in a table, i.e.		Applicants of to set out G calculations submissions	FA m <sup>2</sup>
Lot Area	m <sup>2</sup>	Lot Area	m <sup>2</sup>
FSR (0.5:1)	m <sup>2</sup>	GFA Allowed	m <sup>2</sup>
Plus Garage	m <sup>2</sup>	Plus One	m <sup>2</sup>
Plus External Walls	m <sup>2</sup>	Carpark Space	
Submission GFA	m <sup>2</sup>	Plus External Walls	m <sup>2</sup>
		Submission GFA	m <sup>2</sup>

will be restricted on certain lots that will fall within the Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirement.

## 6.16 PRIVATE LANDSCAPING & OPEN SPACE

Each dwelling is to have a clearly defined private outdoor living space. This is required in Ballina DCP, Chapter 4 & SEPP Greenfield Housing Code

COMPLIANCE TABLE 6.16	
Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
Landscaping & Open Space	Minimum Landscaped Area
• Min 25% of the site must be landscaped	For lots (x): 450m² < x < 600m2 – 20% of Lot Area
and previous • Each dwelling is to have	For lots (x): 600m² < x < 950m² – 30% of Lot Area
a private open space that is max. 1:10 slope	• Each landscaped area must have a minimum
<ul> <li>Accessible direct from a living area</li> </ul>	width & length of 1.5m • For lot widths < 18m,
• Where possible, located to the North or East of the dwelling.	25% of the area forward of the building line must be landscaped
<ul> <li>Dwelling must have an outdoor living area of at least 24m<sup>2</sup> with a minimum dimension of 4mx4m.</li> <li>(BDCP – Element G)</li> </ul>	<ul> <li>For lot widths &gt; 18m, 50% of the area forward of the building line must be landscaped. (GFHC – 3C.30)</li> </ul>
	Principal Private Open Space
	<ul> <li>Must be provided and be accessible from / adjacent to habitable room (not a bedroom)</li> </ul>
	• Must be at least 3mx3m not steeper than 1:50 gradient (SEPP def. – 1.5)
The application of SEPP Greenfield Housing Code	

The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements.

The following criteria should be also be considered;

- Take care not to reflect light and heat into your new home from large landscaping features or light coloured pathways next to the building;
- Sufficiently screen for privacy;
- Where adjacent to a secondary street frontage additional landscape screening to be added to the secondary street frontage fence to achieve sufficient screening.

Nominal private open space locations are shown on the **Neighbourhood Plan** – **Figure 3.7.1 in the Appendix** and are encouraged.

## 6.17 ORIENTATION & SOLAR ACCESS

Aureus, is located on a rolling coastal site with vistas out to the ocean on the East and the coastal wetlands on the West. There is a great opportunity to custom design and orientate your home, to take advantage of great views, great breezes, and favourable morning sun. Passive solar design principles should be applied when selecting house design and are required in **Ballina DCP, Chapter 4 Part 3.J.** 

COMPLIANCE TABLE 6.17	
<b>Ballina Shire Council</b> D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
• Main indoor & outdoor living spaces face North and East.	
<ul> <li>Windows of living areas of dwellings &amp; private open space must receive 3 hours of direct sunlight between 9am and 3pm (AEST) &amp; on 21 June. (BDCP – Element J)</li> </ul>	
Applicants to refer to the full DCP or Code for complete requirements.	

The following criteria should be considered;

- Location of outlook and orientation.
- Provision of generous balconies, terraces and porches.
- The orientation of these covered outdoor areas and private open spaces.
- Location of windows to allow for effective cross ventilation.
- Overhangs and awnings to allow winter sun into rooms and shade from summer sun.
- Location of rooms to minimise hot western afternoon sun.

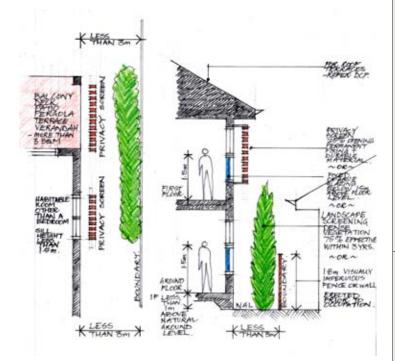
## 6.18 VIEWS, OVERLOOKING, PRIVACY & SIDE AND REAR BALCONIES

The design of your home will need to balance outlook to views, and preserving neighbours privacy.

While the developer acknowledges that outlook to views are desirable, and that in a hillside location, there is a general understanding of overlooking. Privacy requirements for dwellings are set out in Ballina DCP, Chapter 4 Part 3.1 Element – Overlooking & Privacy & SEPP Greenfield Housing Code.

#### **PRIVACY SCREENING - FIGURE 6.18.1**

The SEPP Greenfield Housing Code restricts the size and height of balconies/decks to the side and rear of dwelling houses.



The SEPP Greenfield Housing Code restricts the size and height of balconies/decks to the side and rear of dwelling houses.

COMPLIANCE TABLE 6.18.1		
Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfi Housing Code	
• The max. height (flo level) of the balcom – Chapter 4 deck is		balcony
	Setback from the side or rear boundary	Maximum permitted floor level above ground level (existing)
	<3m	2m
	3m – 6m	3m
	>6m	4m
	(GFHC - 3C.1	4)
	<ul> <li>The total flo all attached balconies/de 6m of the bo more than 2 existing grou not be more</li> </ul>	side or rear ecks within oundary and m above und must

The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within the Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements.

## 6.18 VIEWS, OVERLOOKING, PRIVACY & SIDE AND REAR BALCONIES (CONT.)

COMPLIANCE TABLE 6.18.2	
Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
i. Windows must have privacy screens if:	Privacy screens are required for windows to all habitable rooms if:
<ul> <li>It is a window in a habitable room, other than a bedroom, and</li> </ul>	• The window is less than 1.5m above the finish floor
• The wall in which the window is located has a setback of less than 3m from a side or rear boundary,	level & faces, and is less than 3m from a side or rear boundary & the room has a finished floor level or more than 1m above ground level.
• The window has a sill height of less than 1.5m and a floor level greater than 1.0m above ground level (existing).	<ul> <li>Privacy screens to have no individual openings more than 30mm wide.</li> </ul>
ii. A balcony, deck, pergola, terrace or verandah must have a privacy screen if it:	<ul> <li>A total area of all openings that is no more than 30% of the screen.</li> </ul>
<ul> <li>Has a setback of less than 3m from a side or rear boundary, and</li> </ul>	• A fixed window can have translucent glass.
• Has a floor area of more than 3m² and a floor level greater than 1.0m above ground level (existing).	(GFHC - 3C.18)
iii. Note. N/A	
iv. Details of privacy screening required in (i)–(iii) must be submitted with the development application and may consist of (Refer Figure 6.18.1):	
<ul> <li>Screening that has 25% openings (maximum), is permanently fixed and is constructed of durable materials,</li> </ul>	
or	
• A 1.8m high visually impervious fence or wall between a ground level balcony, deck, patio, pergola, terrace, verandah or window where the floor level is not more than 1m above ground level (existing), or	
<ul> <li>Landscape screening by using existing dense vegetation or new planting that can achieve a 75% screening effectiveness within three years (without affecting solar access or views).</li> </ul>	
• Fixed opaque glazing in any part of a window below 1.5m above floor level.	
(BDCP – Element I)	

The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements.

### 6.19 ACOUSTIC TREATMENTS

Some lots within Aureus are affected by road traffic noise, the design of houses on these lots should refer to the Noise Impact Assessment for recommended construction standards.

- Compliance may be achieved through internal room layout, external living room orientation and/or treatment of glazing in the façade.
- Refer to the Acoustic Overlay Map Figure.
  3.5.1 (appendix) before designing your home.
- The D.A.P. will not be assessing the acoustic treatments of your home.
- Lot owners will need to demonstrate compliance to D.A.P. and building certification agent.

## 6.20 ENERGY EFFICIENCY

Owners are to incorporate energy saving design features in their house designs.

Please note that the NSW government has announced that the BASIX energy targets will be increased in July 2017, following an extensive community and industry consultation process.

The energy design features in your BASIX certificate, become obligations that you commit to completing. These obligations will not be assessed by D.A.P.

## 6.20.1 MAXIMISE ASPECT TO NORTH EAST

Owners are encouraged to take advantage of coastal views and coastal breezes to the East with larger glazed areas of windows and doors.

• This may require additional consideration of orientation, overhang, shading, & glass type to reduce unwanted heat gain and achieve BASIX certification.

## 6.20.2 SHADING DEVICES

Shading devices such as eaves, hoods, verandahs, pergolas, balconies, awnings, exterior louvres & blinds are encouraged.

• Shading elements must complement the overall building design.

## 6.20.3 LIMIT AIR CONDITIONING (CONDITIONED FLOOR AREA)

Designs which encourage cross ventilation and limit need for conditioned floor space are encouraged.

• Outdoor covered terraces must be designed with higher soffits to allow ceiling fans.

## 6.20.4 HOT & COLD WATER EFFICIENCY

Designs which include sustainable hot & cold-water devices are encouraged.

• Equipment must complement the overall building design, particularly roof form avoiding need for unsightly roof brackets and supporting frames.

## 6.21 GARAGES AND CARPORTS

The street frontage isn't to be dominated by garages and carports.

- Carports to be screened on three sides, with transparency of screens to Ballina Shire Council requirements.
- Garages to be setback in accordance with Section 7.

## **COMPLIANCE TABLE 6.21**

#### AUREUS ARCHITECTURAL STANDARDS

- Garages and carports to be integral to the design of the house and setback from the front façade minimum 1.0m from the front façade of the house to improve the street appeal of the dwelling.
- Two off-street parking spaces to be provided, with a minimum of one enclosed garage.
- Door colours are to be in the accepted palette of Colorbond colours illustrated in Section 6.6.3.
- Zero Lot Line garages are not acceptable.
- Garage doors must be a panel door. Roller doors are not acceptable.

Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
• Provide 2 spaces per dwelling	Maximum width of garage door openings:
• Min. one enclosed garage	• For lot widths (x): 11m < x < 15m
• The maximum width of	• 6m
the garage door must not be more than 50% of the lot frontage	<ul><li>For lot widths &gt; 15m</li><li>50% of the width of the</li></ul>
• Refer D.C.P for carport requirements	front façade or 7.2m, whichever is the lesser
(BDCP – Element H)	(GFHC - 3C.11)

The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within the Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements.

## 6. Design elements

#### 6.22 DESIGN FOR CARAVANS, BOATS, TRAILERS & PLAY EQUIPMENT

Aureus promotes an active lifestyle, and is located near recreational amenity. The design of your home needs to consider the storage of equipment likely to be accumulated over the life of the home.

- Recreational vehicles and equipment must be stored within garages or carports or screened from view behind gates or adequate landscaping.
- The best way to achieve this is to allow a second garage door and drive-through access from your garage to your service courtyard area.

#### 6.23 DRIVEWAYS AND CROSSOVERS

- Only one driveway is permitted per lot, unless shown on neighbourhood plan.
- Refer to **Neighbourhood Plan Figure 3.7.1** for acceptable driveway crossover locations.
- The plain concrete footpath (by developer) is to be continuous through the driveway. Set out & additional engineering details are included in **Figure 6.23.1.**
- Driveways constructed above underground stormwater soakage pits must comply with the manufacturers specifications.
- Driveway finish is to be included in the materials palette and is to complement the overall colour scheme and materials palette.
- Permitted materials include clay or brick pavers, stencilled and applied finishes, exposed aggregate concrete and coloured concrete.
- Plain concrete, stamped patterned concrete are not permitted.
- Crushed or decomposed stone and car track driveways are not permitted.
- Driveways must be completed prior to occupation of the home.

#### **COMPLIANCE TABLE 6.23**

#### AUREUS ARCHITECTURAL STANDARDS

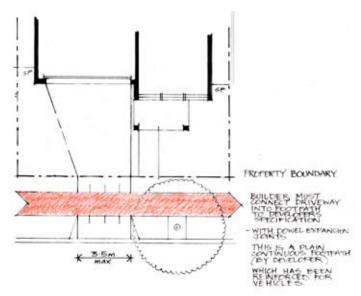
• Driveway widths must match crossover width at the title boundary, with a 1.0m min. landscape strip between driveway and the side boundary Figure 6.23.2

Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
• Max. driveway widths at boundary & kerb to be confirmed	• Max. driveway widths measured at the boundary
	• For lots < 15m wide
	• Single driveway = 3m
	• Double driveway = 4.8m
	• For lots > 15m wide
	• Max. driveway widths = 4.8m
	(GFHC - 3C.19)

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Applicants to refer to the full DCP or Code for complete requirements.

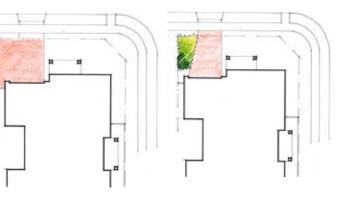
#### CONCRETE FOOTPATH (BY DEVELOPER) - FIGURE 6.23.1



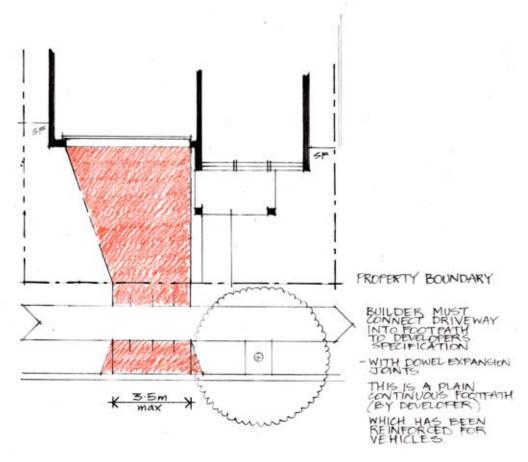
#### LANDSCAPE STRIP BETWEEN DRIVEWAY AND SIDE BOUNDARY – FIGURE 6.23.2



- No offset from side boundary
- Too wide at front boundary
- Min. 1m offset from side boundary
- Tapering from garage to front boundary



DRIVEWAYS CAN BE CONSTRUCTED ABOVE UNDERGROUND STORM-WATER - FIGURE 6.23.3



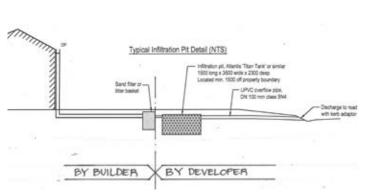
## 6. Design elements

#### 6.24 STORM-WATER DEVICES UNDERGROUND INFILTRATION TANKS

Your lot may be provided with an underground storm-water infiltration tank, which cleans and slows down storm-water, before it is discharged into the surrounding storm-water network.

 You must connect to, maintain and not demolish this device.

#### STORM-WATER DEVICES UNDERGROUND INFILTRATION TANKS – FIGURE 6.24.1



#### Notes.

Infiltration pits to be located with a minimum offset distance of 1.5m to side boundary, 2m to buildings (TBC by B.S.C), and up to 2.0m from front boundary.

Infiltration pit dimensions are indicative and can change based on the manufacturer's specifications and/or site layout requirements provided that a minimum net storage is provided.

Sand filter may be replaced by litter basket if accepted by infiltration pit supplier.

At least 85% of roof runoff to be directed into infiltration pit.

Runoff from other surface areas can be directed to infiltration cells. Litter baskets required to be installed on all inlet pits connected to infiltration cells.

#### 6.25 RECYCLED WATER DUAL PIPE RETICULATED WATER SUPPLY

Your lot is provided with a recycled water/dual pipe reticulated water supply connection, which you are required to connect certain plumbing fixtures to.

#### Further detail available from Ballina Shire Council.

#### 6.26 RAINWATER DEVICES - RAINWATER TANKS

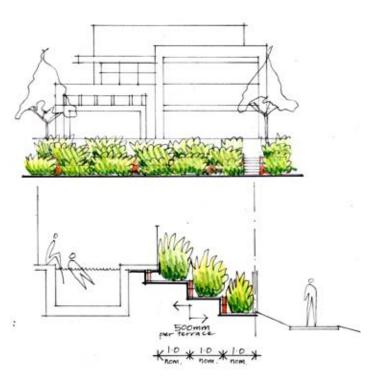
- Rainwater tanks are encouraged but are not to be visible from street frontages.
- Potential for future installation, should be allowed for in the initial building design.

#### 6.27 BUILDERS RETAINING WALLS IN STREETSCAPE

In order to provide an attractive streetscape, builders retaining walls are limited to maximum 500mm high per terrace within the front setback. And must be terraced and setback from front boundary as per **Figure 6.27.1**.

• If a handrail is required by BCA/NCC, it must be black pool fencing type only.

#### **BUILDERS RETAINING IN STREETSCAPE – FIGURE 6.27.1**



\*Note. Ballina Shire Council setback and allowable encroachments subject to B.S.C approval - Refer B.S.C DCP 2012 Chapter 12

#### 6.28 INSECT SCREENING

The development approval for Aureus, requires that lot owners provide insect screening to all window & door openings & rainwater storage devices (refer Figure 3.6.1 Appendix).

#### 6.29 OPTICOMM CONNECTION

Opticomm is Australia's leading independent telecommunications carrier and specialises in the operation and maintenance of Fibre-to-the-Premises (FTTP) networks for residential and business developments including Aureus.

To connect your new Aureus home to the fibre optic network to enable your TV, broadband, telephone and other services. Call 1300 137 800.

For more details go to: www.opticomm.net.au

#### 6.30 MANDATORY TWO STOREY LOTS

To provide scale to important streetscapes;

#### **COMPLIANCE TABLE 6.30**

#### **AUREUS ARCHITECTURAL STANDARDS**

- Have a mandatory two storey height requirement,
- This mandatory requirement maybe relaxed if a one & half storey front porch with a raised "Resort Style" is provided,
- Refer Figures 6.7.2 & 6.7.3, for examples.
- Minimum 3m high soffit/ceiling to porch,
- Additional Canopy Tree provided to achieve relaxation,
- Lots on Key Vistas, are not allowed a relaxation, and must provide additional Balcony over Garage Door. (refer Appendix Figure 3.7.1).

#### 6.31 LOTS FACING PUBLIC PATH RESERVE (CPTED)

Dwellings addressing public path reserves must provide opportunities for casual surveillance over the public path reserve. The construction of a Juliet balcony projecting towards the public path reserve setback is encouraged and the inclusion of a first floor window overlooking the public path reserve is required.

#### 6.32 DUAL OCCUPANCY (SEPP COMPLIANCE NOT ASSESSED BY D.A.P.)

Dual Occupancy applications will be assessed against the Design Guidelines, with particular or additional expectations regarding, the following design elements.

#### 6.32.1 Location of second dwellings entry door.

- Two entries visible from the primary frontage is not acceptable.
- Side entry, or second entry from secondary frontage is acceptable.
- Dual Occupancy dwellings are most suited to corner lots.

#### 6.32.2 Car parking

• To limit the effect of additional residents and their visitors, Dual Occupancy applications will need to demonstrate that additional visitor parking, has been provided on site.

#### 6.32.3 Driveway Location

- If Dual Occupancy designs require driveway locations that vary from the Neighbourhood Plan, the owner will need to demonstrate that the services, street trees and footpaths are not affected by this variation.
- Ballina Shire Council has requirements for minimum driveway offsets to intersections.
- Owners are responsible for their own approvals, which need to be submitted to D.A.P. as part of the D.A.P. approval process.

#### 6.32.4. Additional Landscape

• Applicants will need to demonstrate that additional landscaping has been provided to screen, additional garaging and visitor parking.

#### 6.33 GREY WATER/WASTEWATER RECYCLING SYSTEMS

Grey water and wastewater recycling systems are not acceptable.

#### 6.34 LOTS ON VISTA LINES

The D.A.P. will have higher expectations for dwellings, on lots identified as being directly in line with a vista from an adjoining street or boulevard.

Additional elements, to articulate the frontage may include: balconies, articulation of roofs, and feature materials.

## 6. Design elements

#### **EP. 5 BUILDING MATERIALS AND CONSTRUCTION**

There are thermal properties in the building materials you choose, so deciding on the right material is important as certain materials can absorb and hold more heat in your home. To reduce the heat that your home could absorb, choose materials that keep out heat during the day by insulating and choosing light colours for roofs and external walls.

Also, try to choose lightweight materials for the walls, like timber and fibrocement sheeting, as these choice release unwanted heat quickly.

When setting out your home, try to shade the areas of thermal mass such as driveways and roads as they will also radiate heat.

Minimising the levels of emissions in buildings using low emissions paints, sealants, adhesives and coverings may have health benefits. Current best practice is to increase the use of low emission finishing products.

You may use:

- Use low emission paints on >95% of internal and external painted surfaces.
- Use low emission sealants on >95% of internal and external surfaces.
- Use low emission adhesives on >95% of internal and external surfaces.
- Use low emission floor coverings on >95% indoor covered floors.
- All engineered wood products (including exposed and concealed applications) are EO rated.

During the construction phase, encouraged waste management practices include;

- Use skip bins rather than cages.
- Maintenance of waste records.
- The use of recycling centres.
- Minimise packaging.

#### Post construction phase

During the post construction phase, there are recycling opportunities to reduce waste going to landfill. The use of compost bins is promoted and the position must be nominated on the landscape plans.

#### **Greenhouse emissions**

- To reduce greenhouse gas emissions through design, the following design controls are encouraged:
- Roof colour should be <=0.6 Sa (solar absorbance value).
- Breeze and circulation around dwellings should be encouraged.
- East/West wall insulation is encouraged and should be at least r2.0.
- 450 eaves/hoods to shade windows should be incorporated.
- Eaves no more than 500mm above windows or glazed doorheads.

#### EP. 6 YOUR ROOF

The roof of your home is the largest surface area exposed to the sun throughout the entire day. Choosing a light colour that will reflect the heat will reduce the amount of heat entering your home by up to 30%.

Installing the right insulation under the roof sheeting can significantly reduce heat entering your home from a hot roof. Steel roof sheeting, such as corrugated iron, tends to lose heat when the sun is not shining directly on it.

If you are considering tiling your roof, choosing the right roof tiles is also a key factor in heat reduction as they slowly absorb heat during the day and re-radiate it into the home at night. Make sure you use reflective foil under the tiles to reduce heat slowly releasing into your home overnight.

Ventilating your roof space is also an excellent idea to prevent further heat in the living space and locally made, low profile ventilation options are available including, eave vents, ridge vents and mechanical ventilation. Many people are also turning to solar powered roof ventilation systems, which powers a fan to suck the hot air out of the roof space.

#### **EP.7 CHOOSE LIGHT / MEDIUM COLOURS**

Light colours reflect the sun, while dark colours absorb its heat. Carefully place your hand on a dark coloured car in summer at midday and then do the same on a white car and you will feel the difference. The same goes for choosing the roof and wall colours of your house. You may think dark colours look better but they will cause higher temperatures inside your home. To achieve a balance between thermal benefits of light colours and the aesthetic needs of a hillside, ridgeline location, the D.A.P require colours of roofs and walls to be from the 'light warm natural palette' NOT the 'bright white or bright colour palette'.

#### **EP. 8 YOUR OUTDOOR LIVING AREA**

One of the great advantages of the Aureus climate is that you can spend a lot of time outdoors.

When locating your outdoor areas, consider:

- The North aspect for best solar access.
- Avoiding the hot low angled sun in the afternoons.
- Orientating outdoor areas to take advantage of the outdoor cooling N/E S/E Summer breezes.

#### **EP. 10 ENERGY EFFICIENCY**

Reducing the amount of energy required to run your home will reduce your electricity bills. When designing your home, the following energy saving features should be considered:

- Solar panels.
- Solar hot water.
- Heat pumps.
- Instantaneous gas hot water.
- Reduce the reliance on air conditioning.
- Include water saving features.
- Well ventilated fridge spaces.
- Efficient appliances.
- Efficient cooktop & oven.

The energy that your PV panels produce is sent back to the electricity grid. At the end of each quarter, your electricity bill will show how much energy your panels have generated and then subtract what you have used.

#### Lighting

New houses, must have energy efficient globes installed to BASIX requirements.

#### Air conditioning

Air conditioning is expensive to run and has a large carbon footprint. It is a good idea to design your home so the use of fans and open windows can cool it down naturally wherever possible. This will also go a long way to reducing your reliance on air conditioning.

#### Water sense

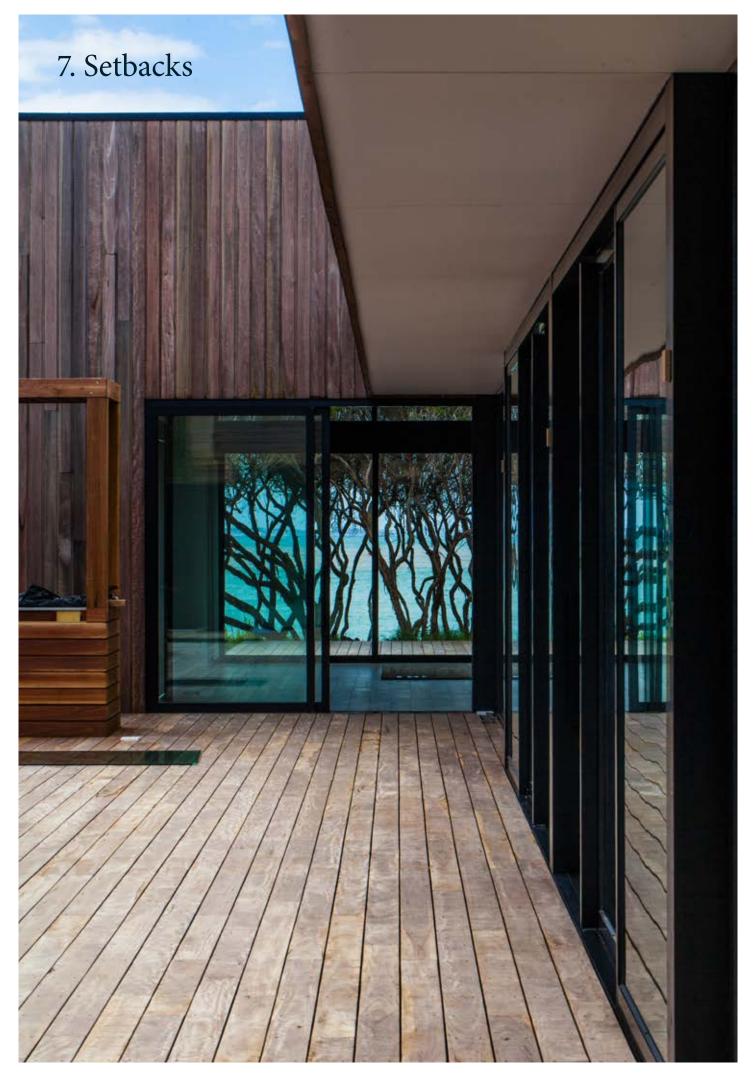
Making clean drinking water is energy intensive and the water is expensive. You can reduce your water consumption by installing a water tank to catch rainwater.

The water you get from these can be used to water your garden.

You can also reduce your water consumption (and save on your energy bills at the same time!) by installing water efficient washing machines and dishwashers.

• It is recommended that fixtures installed use <6L/min + dishwashers achieve <14/L per use.

Refer to Australian Government 'Water Efficient Labelling and Standards (WELS)' scheme. **www.waterrating.gov.au** 



#### 7.1 OVERVIEW

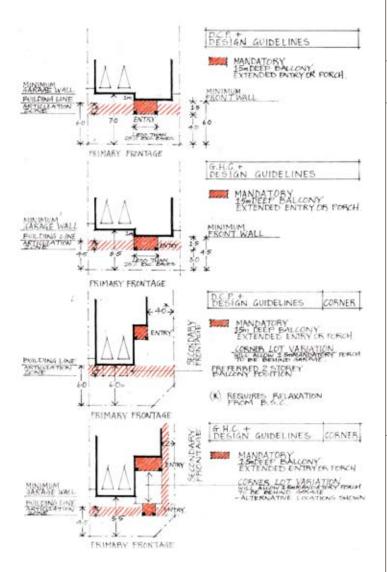
Setbacks for dwellings, garages & associated out buildings are required to comply with either:

- Aureus Architectural Standards & Ballina Shire Council DCP 2012 or
- Aureus Architectural Standards & SEPP Greenfield Housing Code 2017.

Setbacks are measured to the face of the wall. Eaves and balconies are permitted to project into the setbacks subject to NCC/BCA requirements and as described below.

At Aureus there are additional requirements for Entry Porches and Wall Articulation to Corner Lots as set out in these Architectural Standards.

#### **BUILDING LINE AND ARTICULATION ZONE - FIGURE 7.1**



The SEPP Greenfield Housing Code allows reduced setbacks to both primary & secondary road setbacks.

#### 7.2 PRIMARY ROAD FRONTAGE SETBACKS

Dwellings, garages and ancillary development must be set back as per Compliance Table 7.2 / 7.3.

#### 7.3 SECONDARY ROAD FRONTAGE SETBACKS

Dwellings, garages and ancillary development must be set back as per Compliance Table 7.2 / 7.3; The D.A.P. will have higher expectations of corner lots, and lots on key vistas, and there are additional requirements, set out in **Section 6.6.1 - Front & Side Wall Articulation.** 

#### COMPLIANCE TABLE 7.2 & 7.3

#### **AUREUS ARCHITECTURAL STANDARDS**

- The D.A.P. has made the provision for a 'Mandatory North Coast 2.0m Deep Balcony, Extended Entry or Porch'.
- The D.A.P. has made the provision for a further 1.0m setback to 'Garages & Carports' behind the main building line wall.

Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
• Primary Road Setback to Building Line = 6m	• Primary Road Setback to Building Line = 4.5m
• Secondary Road Setback to Building Line = 4m (May be granted by BSC)	• Secondary Road Setback to Building Line = 2m Garage Setbacks:
<ul> <li>The lot owner/builder is responsible for obtaining approval of the varied setback to</li> </ul>	• 5.5m for dwellings set back <4.5m to primary road.
the secondary street front. If a variation is not granted, the standard setback of 6m applies.	<ul> <li>1m behind the building line of the dwelling house for dwellings setback</li> <li>&gt;4.5m to a primary road</li> </ul>
• Garages to be setback 5.5m from the property boundary.	(GFHC - 3C.11)
(BDCP – Element E)	

The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements.

## 7. Setbacks

#### 7.4 ARTICULATION ZONES

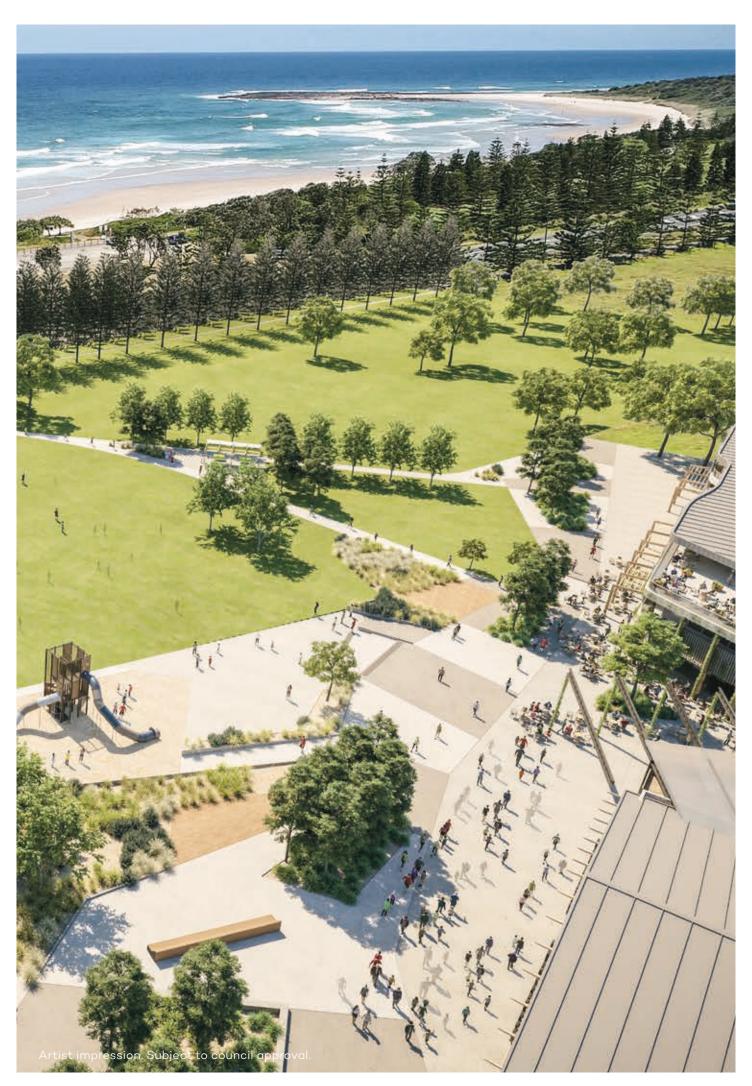
To promote building façades which contribute to the character of the streetscape, both Ballina Shire Council and the SEPP Greenfield Housing Code allow a relaxation into the Building Line Setback which they call an Articulation Zone.

The SEPP Greenfield Housing Code allows an Articulation Zone to the Secondary Road Frontage as well as the Primary Road Frontage.

COMPLIANCE TABLE 7.4         AUREUS ARCHITECTURAL STANDARDS         • Aureus Architectural Standards require that the buildings must be setback, to allow for the mandatory 1.5m deep entry porch within the articulation zone.			
		Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
		Primary Road Frontage	Primary Road Frontage
Certain building elements are allowed to project forward of the primary road frontage building line, by 1.5m, including;	• Articulation zone can extend 1.5m forward of the building line		
– Entry features – Portico's, Pergolas – Balcony, Veranda	<ul> <li>Certain building elements may be located in the articulation zone including:</li> <li>Entry features or portico</li> <li>Balcony, Deck, Pergola, Terrace &amp; Veranda</li> </ul>		
• Up to 25% of the articulation zone, (when viewed from top, may include building elements)	• The maximum total area of building elements in the articulation zone is 25% of the articulation size.		
• Dwellings are to be designed to address the street	Secondary Road Frontage		
providing an easily identifiable entrance. (BDCP – Element D)	• Articulation zone can extend 1m forward of the minimum required setback.		
	<ul> <li>Certain building elements must be included in the articulation zone for a minimum length of 20% of the elevation of the walls that face the secondary road, including;</li> <li>Entry features or portico</li> <li>Balcony, Deck, Pergola, Terrace &amp; Veranda</li> </ul>		
	• The building elements are to comprise no more than 20% of the secondary road articulation zone area.		
	(GFHC - 3C.16)		

Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements.



## 7. Setbacks

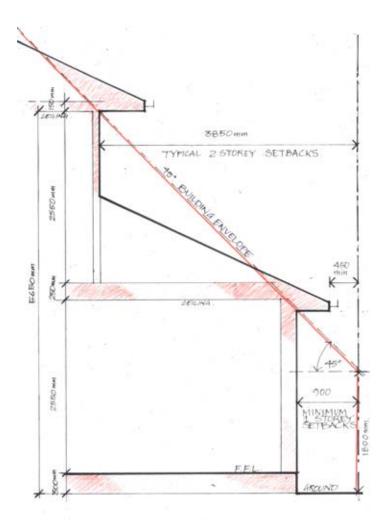
#### 7.5 SIDE AND REAR SETBACKS

These setbacks form a building envelope that ensures buildings are set back progressively as building height increases;

- So that buildings do not unduly affect adjoining properties by way of overshadowing, impinging on privacy, or unreasonably obstructing views.
- Achieve a varied and interesting streetscape, by allowing generous landscape between dwellings.
- Achieve a varied and interesting built form, by stepping wall and roof lines.
- Side and rear setbacks must comply with the Setbacks to Civil Infrastructure/Easements (refer section 7.6).

The SEPP Greenfield Housing Code allows greatly reduced setbacks to upper levels & allows zero lot setbacks subject to code, but increases rear setbacks.

#### SIDE AND REAR SETBACKS – FIGURE 7.5 (PER BALLINA DCP)

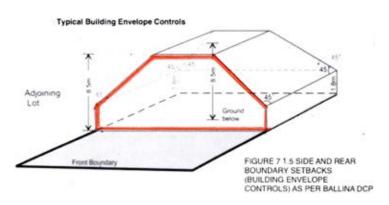


COMPLIANCE TABLE 7.5		
AUREUS ARCHITECTURAL STANDARDS		
• The 'Architectural Standards' do not add to either, the side & rear setbacks in the Ballina D.C.P. or the SEPP Greenfield Housing Code.		
• The Ballina DCP permits encroachments along the Northe	rn & Eastern elevations.	
• The D.A.P. supports the DCP encroachment, and encourages lots owners to take advantage of the encroachment toward the Primary Road Frontage.		
Ballina Shire Council D.C.P 2012 - Chapter 4	SEPP Greenfield Housing Code 2017	
<ul> <li>Buildings must be contained within a building envelope measured ie: <ul> <li>Below a plane measured over the land at 45° from a point 1.8m above the side and rear boundaries.</li> </ul> </li> <li>This building height plane produces a min. 900mm setback for a single storey dwelling &amp; approx. 3850mm setback for a two storey dwelling (these setbacks depend on individual building heights).</li> <li>The following variations to the setbacks are permitted: <ul> <li>Eaves and gutters up to 700mm (not to encroach on the 450mm setback in the BCA).</li> </ul> </li> <li>Encroachments to the building height plane are allowed along the Northern &amp; Eastern elevations for two storey dwellings subject to BSC D.C.P. requirements.</li> <li>(BDCP – Element C)</li> </ul>	<ul> <li>Side A is one side boundary Side B is the other side boundary</li> <li>For typical lots 10m - 15m wide: <ul> <li>Ground level:</li> <li>Side A = 0</li> <li>Side B = 900mm</li> </ul> </li> <li>Upper levels:</li> <li>Side A = 1.2m</li> <li>Side B = 900mm</li> </ul> <li>For lots wider than 15m: <ul> <li>Ground level:</li> <li>Side A = 900m</li> </ul> </li> <li>For lots wider than 15m: <ul> <li>Ground level:</li> <li>Side A = 900m</li> </ul> </li> <li>Side B = 900mm</li> <li>For lots wider than 15m: <ul> <li>Ground level:</li> <li>Side A = 900m</li> <li>Side B = 900mm</li> </ul> </li> <li>Upper levels: <ul> <li>Side A = 1.2m</li> <li>Side A = 1.2m</li> <li>Side B = 900mm</li> </ul> </li> <li>Setbacks less than 900mm (zero lot): <ul> <li>Max. height = 3.3m</li> <li>Max. length = 11m or 50% of lot depth</li> <li>But note: no openings are allowed within the 900mm setback.</li> </ul> </li> <li>(GFHC - 3C.17) <ul> <li>Rear setbacks</li> <li>3m to single storey</li> <li>6m to two-storey</li> <li>(GFHC - 3C.11)</li> </ul> </li>	
The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within the		

The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within the Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements.

#### GENEROUS SIDE AND REAR BOUNDARY SETBACKS – FIGURE 7.5.1 (PER BALLINA DCP)



#### 7.6 SETBACKS TO CIVIL INFRASTRUCTURE

The following nominal setbacks are specific to Aureus, and are provided as a guide only, and the requirements specific to your site must be confirmed by your suitably qualified engineer.

#### Easements

- Certain lots have easements of various width. Buyers to confirm easements. Prior to designing their home.
- No structure can be built within an easement.
- The Ballina Shire Council DCP allows a 450mm max. eave overhang within the easement.
- The SEPP Greenfield Housing Code does not allow a 450mm max. eave overhang within the easement.

### Underground Storm-water Infiltration Cells (by Developer)

• Front boundary 2m – Side boundary 1.5m – Building 2.0m. (to be confirmed by BSC)

#### **Builders Retaining Walls (Hard Landscape)**

- Street Front Base of first terrace from Front boundary 1.5m.
- Side & Rear 600mm top and bottom.
- Refer 6.1 Site Works

#### Sewer and Storm-water and Water Supply Lines

- Plans of certain lots indicate services easements of varying width.
- Buyers to confirm all easements prior to designing their home.

#### Pools

• Side & Rear boundary – minimum 1.5m (subject to engineers' design)

#### **Developer Retaining Wall Setbacks / Easements**

- The plans of certain lots indicate retaining walls and required easements, setbacks and restrictions. (refer to section 88B and Site Plans)
- Structures can only be built within the 1.5m retaining wall setback with engineering design confirming that there is no additional load imposed on any part of the retaining wall structure.
- Structures cannot be built within the 1m retaining wall easement.



## 8. Fencing & Letterboxes

#### 8.1 PRIMARY ROAD FENCING

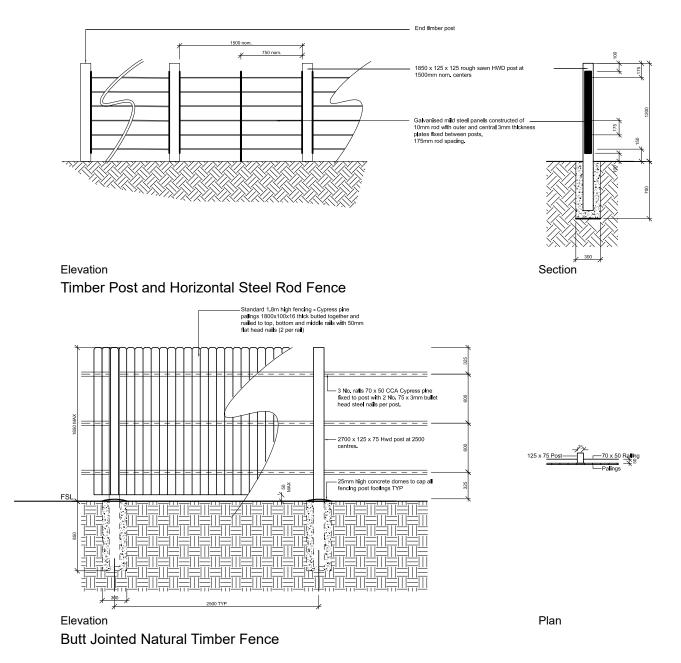
High solid walls reduce the street appeal of the development and limit casual surveillance of the street, making the neighbourhood a less safe place.

- Primary street front fencing is not permitted except in association with a pool and as set out below.
- » Black flat top aluminium pool fence or glass pool fence.
- » Pool fence to be completely screened with planting. Pool fence to be set back a minimum of 1m to allow for planting area.
- » Maximum 1.2m high to all relevant standards.

#### 8.2 ESTATE FENCING

The developer may provide estate fencing within the project where shown on the Neighbourhood Plan.

- Fence returns (by builder) to match estate fencing (by developer).
- These fences may not be removed or replaced.
- Coastal reserve frontage timber post and horizontal steel rod fencing (1200mm high) to be provided by developer where shown on the Neighbourhood Plan.

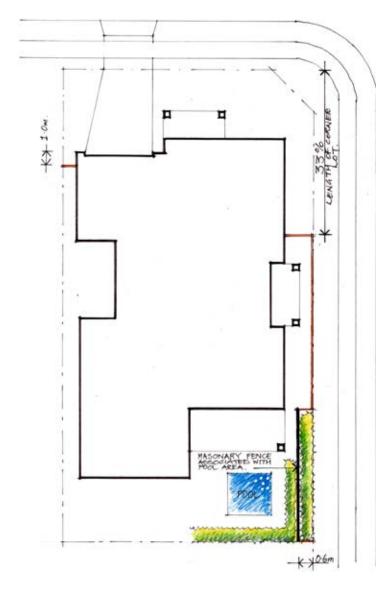


#### 8.3 SECONDARY ROAD FENCING

Specific requirements pertain to the fencing of the secondary road frontage of corner lots (**Refer Figure 8.3.1**):

- The only material permitted for corner lot fencing is Butt Jointed natural timber fencing.
- Fences can be articulated to provide visual relief and opportunities for landscape plantings between fence and public road reserve areas.

#### Secondary Road Fencing – Figure 8.3.1 (Ballina D.C.P. only)



#### **COMPLIANCE TABLE 8.3**

#### **AUREUS ARCHITECTURAL STANDARDS**

- Secondary road fencing is to be semi-transparent to comply with either Ballina Shire Council DCP or SEPP Greenfield Housing Code.
- The other side fence (not on corner) must not extend past a point at least 1m back from the front face of house façade.
- Secondary road fencing and its returns to the house/house line is to be no more than 1.8m high.
- Where swimming pools are associated with secondary road fencing, a section of the secondary road may be constructed as a rendered masonry wall (maximum length to match pool length), provided the rendered masonry wall is set back 600mm from the side boundary and planted with landscape. **Refer Figure 8.3.1.**
- Secondary road fencing (on the corner) must not extend past a point at least 3m back from the front face of house façade.
- The only material permitted for corner lot fencing is Butt Jointed natural timber fencing.
- Fences can be articulated to provide visual relief and opportunities for landscape plantings between fence and public road reserve areas.
- Subject to Ballina Shire Council approval.

Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
Height of Fences:	Height of Fences:
<ul> <li>Side Fences: (including Secondary Road Frontage fencing)</li> <li>–1.8m</li> </ul>	<ul> <li>Side Fences:</li> <li>Must not be higher than 1.8m above ground level (existing)</li> </ul>
• Rear Fences: 1.8m	(GFHC – 3C.32)
(BDCP – Element K)	

The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

Applicants to refer to the full DCP or Code for complete requirements.

#### 8.4 PUBLIC RESERVE FENCING

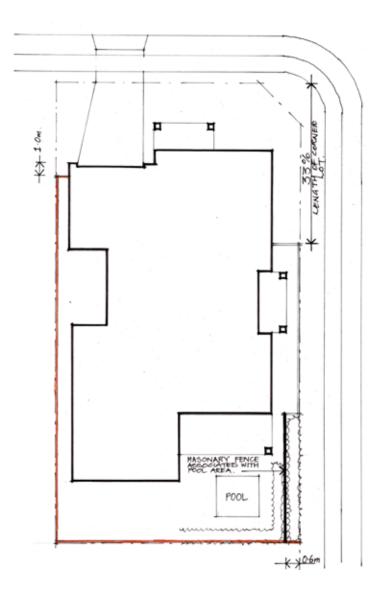
Requirements are as per secondary road fencing.

## 8. Fencing & Letterboxes

#### 8.5 SIDE AND REAR FENCING

- The only material permitted for side and rear fencing is Butt Jointed natural timber fence.
- Builders to consult manufacturers data on raking fences on sloping sites, and potential wind effects on fences.

#### SIDE AND REAR FENCING AND FENCE RETURNS (STANDARD LOT) – FIGURE 8.5.1



#### **COMPLIANCE TABLE 8.5**

#### **AUREUS ARCHITECTURAL STANDARDS**

- Primary Road Fencing is not permitted except for in association with a pool. The only materials permitted are black pool fence and glass type fencing.
- Side and rear fencing is required to be 1.8m high.
- Side fences are not permitted forward of the building line. Side fences must return to the side of the house. The return fences are to be setback a minimum of 1m from the front face of the house.

Ballina Shire Council D.C.P 2012 – Chapter 4	SEPP Greenfield Housing Code 2017
Height of Fences:	Height of Fences:
• Side Fences: 1.8m	• Side Fences:
• Rear Fences: 1.8m	– Must not be higher
• 50% visual permeability	than 1.8m above ground level (existing)
(BDCP – Element K)	(GFHC – 3C.32)

The application of SEPP Greenfield Housing Code will be restricted on certain lots that will fall within Class 2 of the acid sulphate soils survey and within the 100m proximity area to the coastal wetlands. Refer to Acid Sulphate Soils Map – figure 3.7.1 and the Coastal Management Map – figure 3.8.1 to check for compliance.

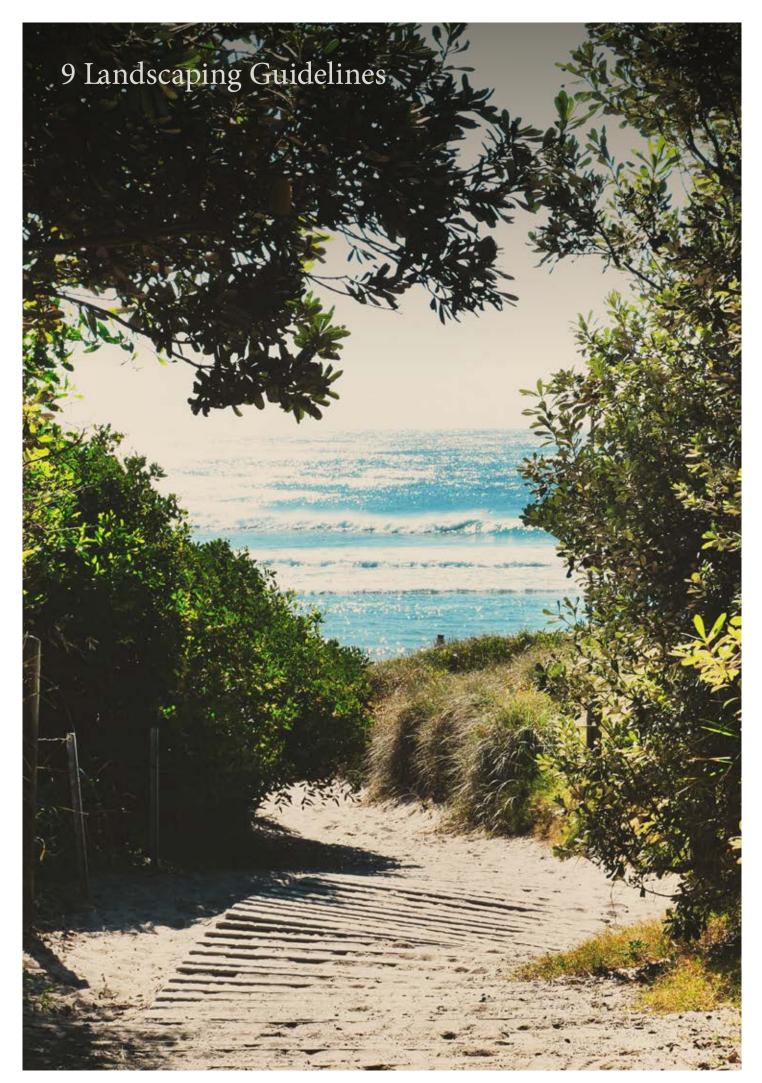
Applicants to refer to the full DCP or Code for complete requirements.

#### 8.6 SIDE GATES FENCES AND RETURNS

- Side fence must return to the dwelling.
- Side gates must match design of side fencing.

#### **8.7 LETTERBOXES**

- Letterboxes to be located as required by Australia Post.
- Timber post letterboxes are permitted as a pair of minimum 100mm hardwood posts, with stainless steel letterbox in between.
- Masonry letterboxes are permitted and must be rendered or high quality proprietary letterboxes.
- No letterboxes are permitted within the estate fencing.
- Variations to above require specific D.A.P. approval.



# 9 Landscaping Guidelines

#### 9.1 LANDSCAPING

Aureus is an exclusive bespoke coastal resort-style community which will be reinforced by owners providing extensive quality landscaping from a carefully selected range of trees, shrubs and ground covers.

Buyers are required to provide landscaping to the front of their properties, and strongly encouraged to provide landscaping to the entire block. Front landscaping is to be completed before an application for a refund of the bond is submitted.

Consider planting the nature's strip as part of your development.

Landscaping plans are to be submitted for approval as part of their application for approval by the D.A.P. The following are some guidelines to assist buyers and their landscape designers to prepare their designs.

#### 9.2 INTRODUCTION

The most important factor in creating cohesive and attractive open spaces is high quality landscape plantings and treatments.

The quality of landscaping has substantial importance in maintaining home values. Landscaping also softens the appearance of architectural elements and helps to visually connect them with the surrounding environment.

• It is the responsibility of the buyer to meet the requirements of Ballina Shire Council & BASIX, including the Ballina Shire Urban Garden Guide.

#### 9.3 DESIGN CONSIDERATIONS

The implementation of sustainable landscape design in each residential allotment will contribute significantly to the sustainability of Aureus as a whole.

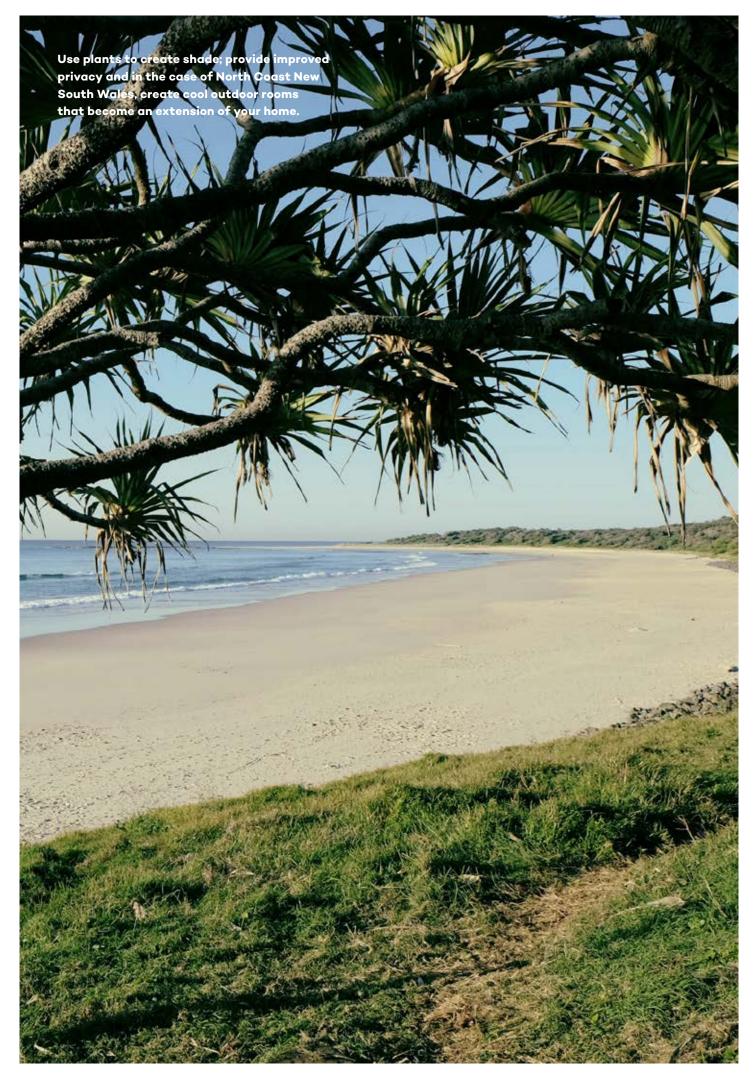
Residential landscape design should consider:

- Species with low water requirements.
- Potential for water capture and re-use.
- Indigenous species adapted to local environmental conditions, including salt tolerance.



- Solar access and shade into residences and gardens in different seasons.
- Limiting areas of traditional lawn which require on-going watering to maintain. This may include planting the front nature strip.
- Alternatives to lawn areas such as gravels, sands and grass substitute plants.
- Consider layering your planting design to build up in height as you move away from the street.
- Mulch use to reduce water loss and suppress weeds.
- Soil type and drainage.
- Activity spaces such as courtyards and barbecue areas.
- Privacy and screening planting.
- The inclusion of medium to large trees in front and back yards.
- The location of services such as communications, gas, water and electricity.

When gardens are comfortable and function as an extension of living spaces within the home, they are likely to be better utilised and maintained, providing a stronger sense of connection to the wider landscape and community.



# 9 Landscaping Guidelines

#### 9.4 COMPOSTING

To promote a sustainable and active community recycling of green waste is encouraged. The type of compost facility and a suitable location must be nominated on the landscape plan for a 220L minimum compost bin.

#### 9.5 SUGGESTED PLANT SPECIES - TREES

Local indigenous species are encouraged as they contribute to the unique environmental setting and will encourage birds and other native wildlife to inhabit the area.

Salt tolerance should be highly considered when selecting species, given the coastal location of Aureus. These species should be suitable for a hillside location.

#### 9.5.1 INDIGENOUS / LOW WATER USE SPECIES

- There are requirements for minimum areas of indigenous low water use species of vegetation that you will commit to in your BASIX certificate.
- This will not be assessed by the D.A.P.

#### **SUGGESTED PLANT SPECIES - TREES**

Required front and backyard trees to be selected from the below species. Additional trees may be alternative suitable species.



Acacia melanoxylon Australian blackwood 15m height x 5m spread Full sun to partial shade



**Banksia Integrifolia subsp. Integrifolia Coastal Banksia** 8m height x óm spread Full sun



**Melia azedarach White Cedar** 20m height x 8m spread Full sun to partial shade



Pandanus tectorius Screwpine 5m height x 5m spread Full sun



**Cupaniopsis Anacardioides Tuckeroo** 8m height x 8m spread Full sun to partial shade



**Elaeocarpus Reticulatus Blueberry Ash** 9m height x 4m spread Full sun to partial shade



Xanthostemon chrysanthus Golden Penda 15m height x 3m spread Full sun to partial shade



**Plumeria Rubra Frangapani** 8m height x 7m spread Full sun to partial shade



Livistona australis Cabbage Tree Palm 20m height x 3m spread Full sun to partial shade



Magnolia Grandiflora 'Little Gem' Dwarf Magnolia 4m height x 2.5m spread Full sun to partial shade



**Randia Fitzalanii Native Gardenia** 5m height x 4m spread Full sun to partial shade

## 9 Landscaping Guidelines

#### SUGGESTED PLANT SPECIES - LARGE + MEDIUM SHRUBS



Banksia robur Swamp Banksia 2.5m height x 2m spread Full sun



**Baeckea virgata Twiggy Heath Myrtle** 3m height x 3m spread Partial shade



**Cordyline australis 'Red Sensation' Red Cabbage Tree** 3m height x 2m wide Full sun to partial shade



**Correa alba White Correa** 1.5m height x 1m spread Full sun



Cordyline stricta Slender Palm Lily 5m height x 3m spread Partial shade



**Dodonaea triquetra Hopbush** 2m height x 2.5m spread Full sun to partial shade



**Dracaena draco Dragon Tree** 10m height x 6m spread Full sun



**Grevillea 'Amber Blaze' Grevillea** 1.5m height x 1.5m spread Full sun



**Grevillea 'Robyn Gordon' Grevillea** 1.5m height x 1.5m spread Full sun



**Isopogon anemonifolius Drumsticks** 2m Height x 1.5m Spread Full Sun



Melaleuca linariifolia 'Claret Tops' Honey Myrtle 1.5m height x 1m spread Full sun to partial shade



Syzygium smithii variety 'Minor' Dwarf Lilly Pilly 3m height x 2m spread Full sun to partial shade

#### SUGGESTED PLANT SPECIES - SMALL SHRUBS



Westringia fruticosa Coastal Rosemary 2m height x 4m spread Full sun to partial shade



Agave attenuata Century Plant 0.8m height x 0.8m spread Full sun to partial shade



**Alyogyne huegelii 'Blue Heeler' Native Hibiscus Blue Heeler** O.3m height x 1m spread Full Sun



**Grevillea preissii 'Sea Spray' Grevillea** 0.5m height x 3m spread Full sun



Xanthorrhoea johnsonii Grass Tree 3m height x 1m spread Full sun



Austromyrtus dulcis Midgenberry 0.5m height to 0.8 spread Full sun to partial shade



Banksia spinulosa 'Birthday Candles' Dwarf Banksia 0.6m height x 1.2m spread Full sun



**Pimelea glauca Rice Flower** 0.5m height x 0.5m spread Full sun



Yucca elephantipes Giant/Spineless Yucca 9m height x 3m spread Full sun to partial shade



Callistemon viminalis 'Better John' Bottlebrush 1m height x 1m spread Full sun



Crowea exalata 'Green Cape Crowea' Waxflower 0.5m height x 0.8 spread Full sun to partial shade



Rhaphiolepis indica 'Cosmic Pink' Cosmic Pink Rhaphiolepis 0.8m height x 0.5m spread Full sun to partial shade

#### SUGGESTED PLANT SPECIES - GROUNDCOVERS, CLIMBERS + TUFTING



**Carpobrotus glaucescens** Pigface 0.3m height x 2m spread Full sun



Casuarina glauca 'Cousin It' **Dwarf She Oak** 0.3m height x 1m spread Full sun to partial shade



Chrysocephalum apiculatum **Yellow Buttons** 0.6m height x 1m spread Full sun



Dianella caerulea **Blue Flax Lily** 0.8m height x 0.3 spread Full sun to partial shade



**Dichondra repens Kidney Weed** 0.5m height x spreading Full sun to shade



**Dietes grandiflora** Wild Iris 1.5m height x 1m spread Full sun to partial shade



Grevillea rivularis x G. Fanfare **Grevillea Carpet Crawl** 0.5m height x 2m spread Full sun



Hardenbergia violacea **Native Sarsparilla** 3m height (supported) x 1.5m spread Full sun to partial shade



Hibbertia scandens **Twining Guinea Flower** 3m height (supported) x 3m spread 0.7m height x 1m spread Full sun to partial shade



Imperata cylindrica **Cogon Grass** Full sun to partial shade



Lomandra longifolia Spiny-head Mat Rush 1.5m height x 1.3m spread Full sun to partial shade



Lomandra hystrix **Riverine Mat Rush** 1.5m height x 1.5m spread Full sun to partial shade



Liriope muscari 'Evergreen Giant' Giant Liriope O.óm height x O.5m spread Full sun to partial shade



**Myoporum parvifolium Creeping Boobialla** 0.5m height x 2m spread Full sun



**Rhoeo discolor Dwarf Moses-In-The-Cradle** 0.3m height x 0.5m spread Full sun to partial shade



**Themeda triandra Kangaroo Grass** 1.5m height x 0.5m spread Full Sun



Trachelospermum jasminoides 'Tricolour' Variegated Star Jasmine

3m height (supported) x 3m spread Full sun to partial shade



Zamia furfuracea Cardboard Palm 1m height x 1.8m spread Full sun to partial shade

# 9 Landscaping Guidelines

#### 9.6 KEY POINTS FOR LANDSCAPE DESIGN

- A minimum of one medium to large canopy tree is to be planted in the front yard facing primary frontage of each lot. The tree is to have a minimum pot size of 25 litres (300mm) and approximate height of 1m.
- The SEPP Greenfield Housing Code requires:
- The above tree to achieve a height of 8m at maturity.
- An additional tree planted in the rear yard to achieve 5m at maturity.
- Privacy and screening is to be via an appropriate selection of shrubs and groundcovers.
- No more than 40% balance of the landscape area is to comprise of impervious surfaces (i.e. concrete, paving or decking).
- In accordance with the Ballina Shire DCP 2012, at least 25% of site must be covered by landscape areas comprising pervious surface.
- Trees are to be planted in an edged garden bed.
- A maximum of 30% of the front yard should be treated with turf. Although 100% planting is encouraged (including, where possible, nature strips)
- A minimum of 25% of the front yard must be planter bed.
- A compost facility is shown on the landscape plan, located with easy access and placed on bare ground.
- Landscaping should include mainly drought and salt tolerant species. Native plants are encouraged to foster local wildlife and reduce irrigation.
- Rainwater capture and reuse is highly encouraged to reduce the reliance on tap water for garden use.
- Tree plantings should be positioned to provide summer shade and allow winter sun penetration into the house and garden areas.
- Trees should be planted to avoid services and provide protection from the western sun.
- Appropriate sized species shall be chosen in accordance with the scale of the dwelling, i.e. Taller tree species shall be selected for two storey homes.

### 9.7 SWIMMING POOLS & OUTDOOR SPAS (ENGINEERING OR COMPLIANCE NOT ASSESSED BY D.A.P.)

- Owners or builders are responsible for obtaining all required approvals for the construction of a pool.
- Pools located within primary and secondary street frontages need to demonstrate that fencing and retaining does not affect streetscape.
- Privacy and noise should also be a consideration for neighbours and future occupants.

#### 9.8 LANDSCAPE COMPLETION PERIOD



• Landscape works to the street frontage of residences must be completed within 6 months of the certificate of occupancy being issued to visually soften newly constructed buildings and help create a cohesive estate landscape character.

#### **EP. 11 LANDSCAPE PROPERLY**

The benefits of a planned landscape around your new home can be measured on many levels. Not only does landscaping add value to your home, but considered and well-planned landscapes can add to the daily quality of your life and improve the function of your home.

Use plants to create shade; provide improved privacy and in the case of North Coast New South Wales, create cool outdoor rooms that become an extension of your home. Trees can shade certain areas of your garden and provide protection from hot afternoon/Western sun. While strategically placed planting can assist to direct airflow as well as cool hot breezes before entering the house.

The use of locally native or indigenous species is encouraged, as these plants are best suited to the local environment and are more likely to grow faster, look healthier and require less ongoing maintenance. Using local species is also good for local environment and wildlife.



Spreading garden planting to provide landscaping out onto the nature strip increases your landscape footprint & local habitat while minimising the need for mowing.

Consider how to shade exposed north walls with taller canopy trees,

clear trunks and low level planting to allow cooler southerly breezes through. Protect east and west facing walls with shade from mixed height plantings.

Use vegetation or shade structures (pergolas or shade sails) associated with paving and driveways to reduce radiating heat and glare. Selecting lighter coloured paving and ground treatments can also minimise radiating heat.

The landscape guidelines and plant species recommendations have been prepared to assist new home owners develop their landscape treatments to ensure an integrated outcome for their home.

# 10 Ancillary structures, recreational vehicles & equipment

## 10 Ancillary structures, recreational vehicles & equipment

#### **10.1 OVERVIEW**

- To maintain an attractive and desirable streetscape, lot owners are required to locate, store, park, and screen the following items 'out-of-sight' of street frontages.
- Requirements apply to both primary & secondary street frontages.
- Noisy items must minimise noise intrusion to neighbouring lots.
- Colours to be non-obtrusive, and signage to be non-offensive.

#### **10.2 ANCILLARY STRUCTURES**

#### **RAINWATER TANKS**

#### **AIR CONDITIONERS**

Roof mounting not allowed.

SOLAR PANELS (PHOTOVOLTAIC & HOTWATER TANKS)

Not unduly visible from street.

#### ANTENNAE

Colour matched to roof & located behind street front ridge line.

#### SATELLITE DISHES

Colour matched to roof & located behind street front ridge line.

#### WIND DRIVEN VENTILATORS & NATURAL SKYLIGHTS

Located behind street front ridge line.

#### **CLOTHES LINES**

Outdoor or unsheltered.

**GAS SYSTEMS** (Compliance not assessed by D.A.P.).

#### HEATING/COOLING SYSTEMS/PUMPS/GAS STORAGE

#### /EXHAUST VENTILATION/IRRIGATION

#### HOT WATER RECIRCULATION OR DIVERSION SYSTEMS

#### PUMPS

Must be acoustically treated, or located away from side boundaries. Timers should be considerate of neighbours.

– No pumps after 7pm.

#### WOOD HEATERS

Discharge through roof only.

#### **REFUSE BINS**

#### SERVICE YARDS

#### SHEDS

Must be located at the rear, and located no higher than the fence line.

#### **10.3 RECREATIONAL VEHICLES & EQUIPMENT**

Items that need to be 'out of sight' from streets include;

- Caravans & trailers.
- Boats & jet skis.
- RVs, buggies & golf carts.
- Trampolines, swing sets & adventure playground equipment.

# 11 Submission checklist

# 11 Submission checklist

The buyer must submit to the D.A.P. and the seller the final working drawings and specifications, before the buyer or their builder apply for building approval.

Please go through this list and ensure that you have all the elements provided for in your submission.

#### **CONFIRM WHICH PLAN OR CODE BALLINA HEIGHTS DRIVE LOTS – INCLUDING YOU ARE APPLYING FOR** FACING PUBLIC PATH RESERVE Ballina Shire Council Two storey minimum dwelling height. SEPP Greenfield Housing Code 2017 Other special requirements clearly noted. **DESIGN ELEMENTS SITE WORKS** Earthworks are clearly indicated & approved by registered engineer. Front builders retaining walls must be elevated, or wall height noted in plan. **SPECIFIC TO SLOPING FRONTAGES ROOF FORM. MATERIALS AND COLOURS** Roof is articulated & interesting, acceptable materials and colours selected. Solar panel location. MANDATORY GENEROUS PORCH AND BALCONY Primary Road Porches & balconies are dimensioned, minimum 1.5m deep. Confirm treatment to underside of balconies. WALL MATERIALS AND COLOURS Visible elevations are simple and modern, acceptable materials and colours selected. Street elevation & side elevation on the low side of block needs to be completely covered by list of colours materials. Return of Facade Material Down Side Elevations dimensioned. Percentage of feature brick or highlight colours noted on elevations. Colour palette to be complete, including garage door and elements in section 6.5. **DWELLING ENTRIES**

Entry is clearly indicated & integrated into design.

#### **DWELLING AREA**

Dwelling areas are shown on plans.

#### HEIGHT

Proposed dwelling does not exceed height limits

All buildings are still required to comply with either Ballina DCP or SEPP Greenfield Housing Code.

Any relaxations approved by D.A.P., still require Ballina Shire Council approval.

FLOO	R SPACE RATIO / GROSS FLOOR AREA
	alculations clearly indicate compliance with allina Shire definitions or SEPP definition.
	ompliance Table 6.15 must be completed nd clearly shown on site plan.
PRIVA	ATE OPEN SPACE
	alculations clearly indicate compliance th relevant definitions.
Pr	ivate Open Space dimensions clearly shown.
ORIE	NTATION
Pc	assive solar design principles have been considered.
0	utlook to views have been considered.
VIEW	S, OVERLOOKING & PRIVACY
	ivacy has been considered. Screens omply with Ballina Shire definitions.
ΑΟΟΙ	JSTIC TREATMENTS
De	emonstrate compliance with Acoustic Report.
ENER	GY EFFICIENCY
BA	ASIX certification is required.
GARA	AGES AND CARPORTS
gc	ans & elevations clearly indicate compliance with arage requirements, relating to parking spaces, arage width, door material/type & carport screen.
Ze	ero Lot Line Garages (not acceptable).

DRIVEWAYS AND CROSSOVERS	LETTERBOXES
Crossover is located as per Site Plan,	Letterbox in approved style.
acceptable material selected.	LANDSCAPING DESIGN CONSIDERATIONS
Plans clearly show that the plain concrete footpath take precedent over the driveway - refer to standard drawings on plans.	Landscape Plan provided, design is considered, key points addressed.
Demonstrate that driveway comply with Ballina Shire Council grades.	1 x med/large canopy tree to primary frontage. Additional rear yard tree under SEPP Greenfield Housing Code
Demonstrate that driveway has sufficient clearance between the bottom of the driveway slab and the top of the storm-water cell.	Fencing/screening is provided where required.
DUAL OCCUPANCY & HOUSES ON KEY VISTA LINES	Drought tolerant species selected.
Plans clearly indicate additional requirements required.	Location nominated for a 220L minimum compost bin.
SETBACKS Dimensioned plans & elevations must clearly indicate compliance with either Ballina DCP or SEPP Greenfield Housing Code.	<ul> <li>Minimum 1.0m landscaping between driveway and side boundary.</li> <li>Front landscaping that is turf only will not be accepted.</li> </ul>
Building Line Setbacks – primary & secondary streets.	Planter bed 25% of front landscaping.
Side Boundary Setbacks – including 45-degree angle (DCP).	Plan & elevation of builders retaining walls in streetscape.
<ul> <li>Articulation Zone – including percentage of area less than 25% shown.</li> <li>Encroachments – North &amp; East only (DCP).</li> </ul>	SWIMMING POOLS & OUTDOOR SPAS Owner & builder are responsible for all required approvals.
Encroachments - max eaves 700mm shown - No Zero Lot Line (DCP).	ANCILLARY STRUCTURES, RECREATIONAL
NCC/BCA requirements eaves within setbacks – compliance shown.	Demonstrate 'out of site' from the street frontages. BUILDING COST
FENCING	For Developers internal use only.
Primary Street	
Proposal does not include front fence to primary street.	
Secondary street & public reserve fencing	
Calculations clearly indicate compliance with extent and transparency.	
Side & Rear	
Colorbond 'Woodland Grey' or Capped Butt Joined Natural Timber Fence.	
Clearly indicate compliance with setback to side returns & colour matching.	
Estate Fencing Is clearly shown on plans as not to be removed.	

## 11 Submission checklist

APPLICATION FORM	
OWNER DETAILS	
Lot Number:	Street:
Name/s:	
Contact Number/s	Email:
Postal Address	
BUILDER DETAILS	
Company:	Contact Person:
Contact Number/s	Email:
Postal Address:	
APPLICANT DETAILS (IF DIFFERENT FROM ABOVE)	
Company:	Contact Person:
Contact Number/s	Email:
Postal Address:	

ATTACHED	SUBMITTED BY
Site Plan	Name:
Floor Plan	Date:
Elevations	
External colours & materials (complete)	
Signed fencing template	
Sustainability compliance report	
Landscape Plan (site specific)	

#### Design Assessment Panel (D.A.P.)

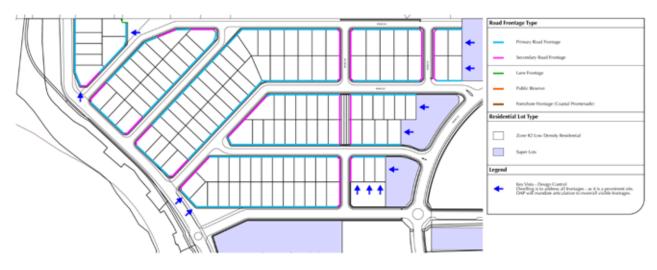
E: dap@aureus.com.au

Submission instructions provided in Sections 4.1, 4.2 and 4.3 of this document

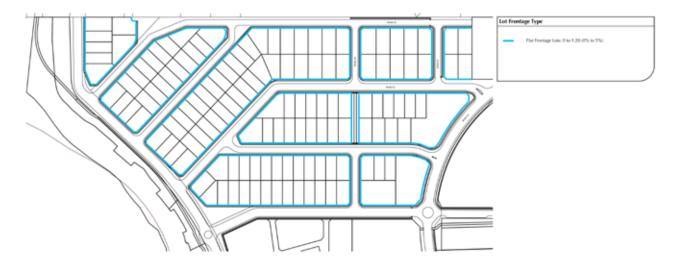


# Appendix

#### **ROAD FRONTAGES MAP - FIGURE 3.2.1**



LOT FRONTAGES MAP - FIGURE 3.3.1

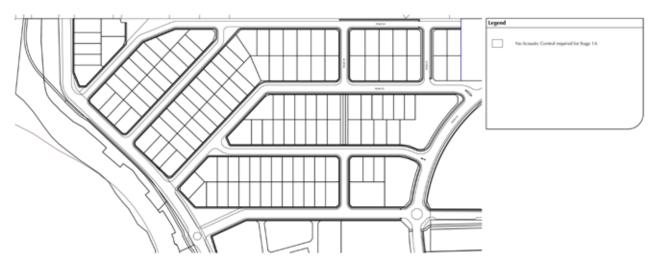


**BUSH FIRE HAZARD MAP - FIGURE 3.4.1** 

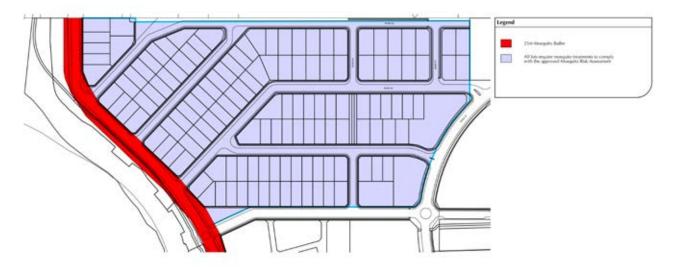


# Appendix

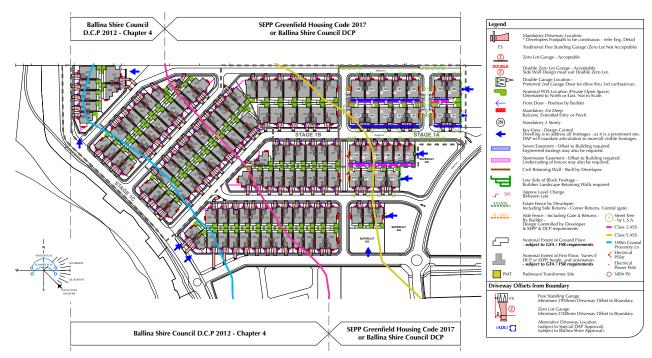
#### **ACOUSTIC CONTROL MAP - FIGURE 3.5.1**



**MOSQUITO TREATMENTS MAP - FIGURE 3.6.1** 

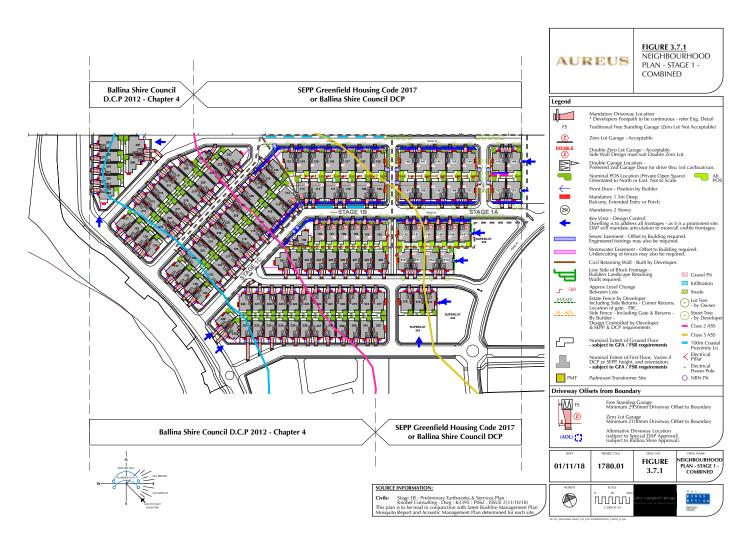


NEIGHBOURHOOD PLAN MAP - FIGURE 3.7.1





#### **NEIGHBOURHOOD PLAN MAP - FIGURE 3.7.1A**



## ACID SULPHATE SOILS MAP - FIGURE 3.8.1



### **NEIGHBOURHOOD PLAN MAP - FIGURE 3.7.1B**



### **COASTAL MANAGEMENT MAP - FIGURE 3.9.1**



#### **NEIGHBOURHOOD PLAN MAP - FIGURE 3.7.1C**



#### FIGURE 3.2.1 ROAD FRONTAGES MAP - STAGE 1D AUREUS -0 )) Road Frontage Type Primary Road Frontage Secondary Road Frontag Lane Frontage \_ Public Reserve **+ + +** \_ Foreshore Frontage (Coastal Promen Residential Lot Type Ó Zone R2 Low Density Residential O Super Lots П Legend Key Vista - Design Control Dwelling is to address all frontages - as it is a prominent site. DAP will mandate articulation to more/all visible frontages. + FIGURE 3.2.1 18/02/2021 1780.01 ROAD FRONTAGES MAP - STAGE 1D CULT BASE INFORMATION: INTERNATIONAL DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION Prelimant Lathoredus & Services Plan: 2021-03-12 X-K3195-8P\_.dog Del 12:0221 LANDCHT BASE NOTOMATION: LANDCHT BASE NOTOMATION: DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION OF A DISCOLUTION DISCOLUTION OF A DISCOLUTIONAL A DISCOLUTICA DISCOLUTICA DISCOL $\bigcirc$ 0 20 40m 1:2000 # A3 O U R N N D F R I G N

#### **ROAD FRONTAGES MAP STAGE 1D - FIGURE 3.2.1**

LOT FRONTAGES MAP STAGE 1D - FIGURE 3.3.1



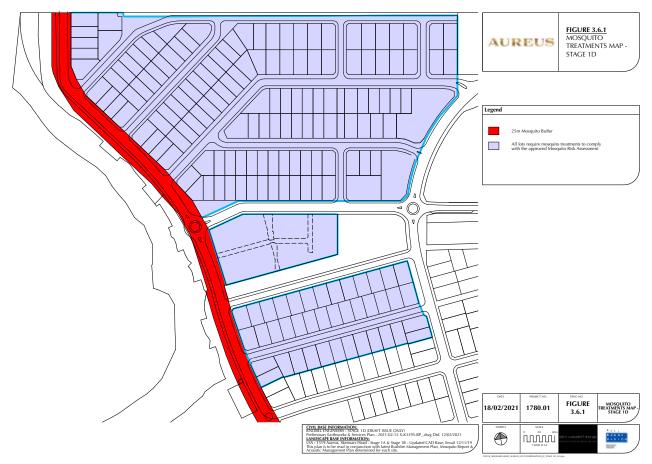
#### **BUSH FIRE HAZARD MAP STAGE 1D - FIGURE 3.4.1**



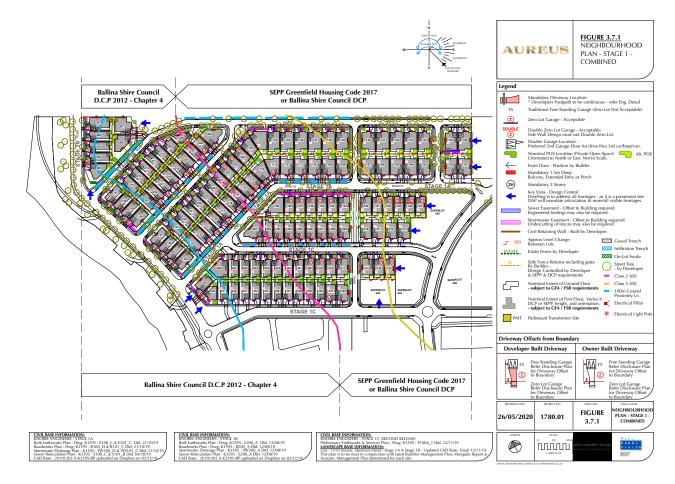
## ACOUSTIC CONTROL MAP STAGE 1D - FIGURE 3.5.1



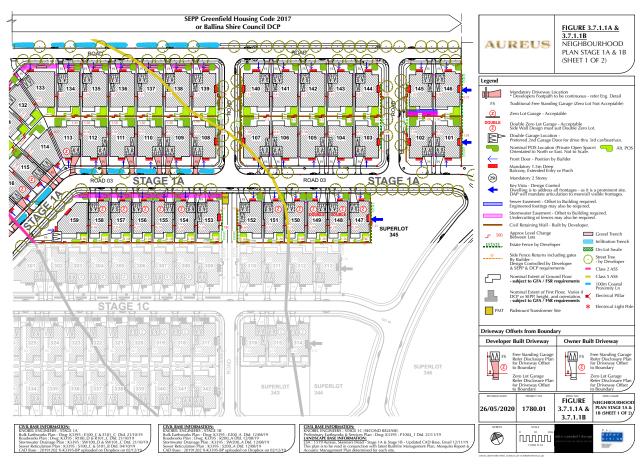
## **MOSQUITO TREATMENTS MAP STAGE 1D - FIGURE 3.6.1**



NEIGHBOURHOOD PLAN MAP STAGE 1D - FIGURE 3.7.1



### NEIGHBOURHOOD PLAN MAP STAGE 1D - FIGURE 3.7.1A

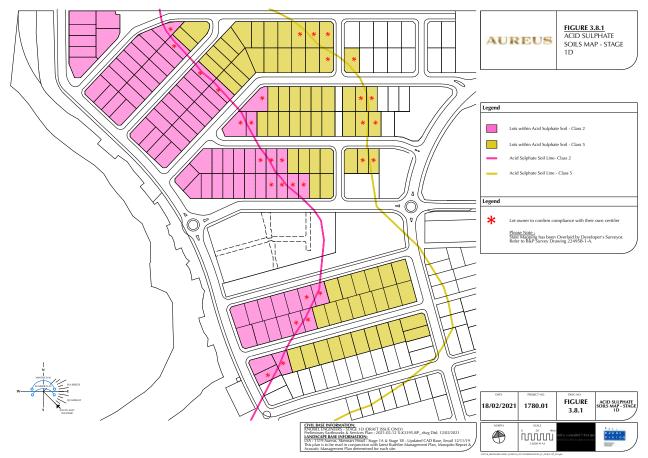


NEIGHBOURHOOD PLAN MAP STAGE 1D - FIGURE 3.7.1A

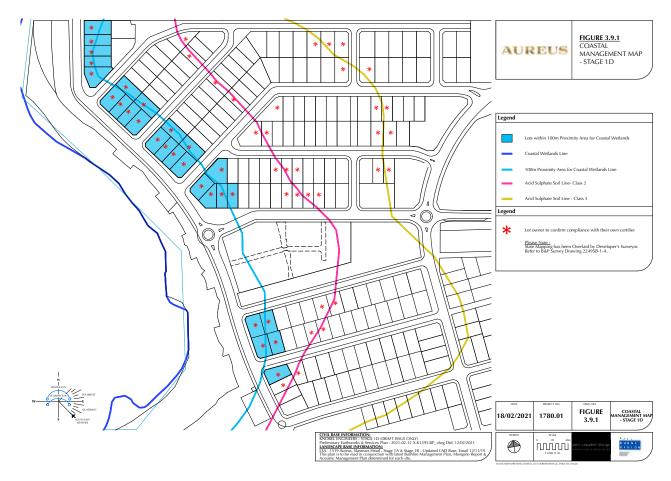


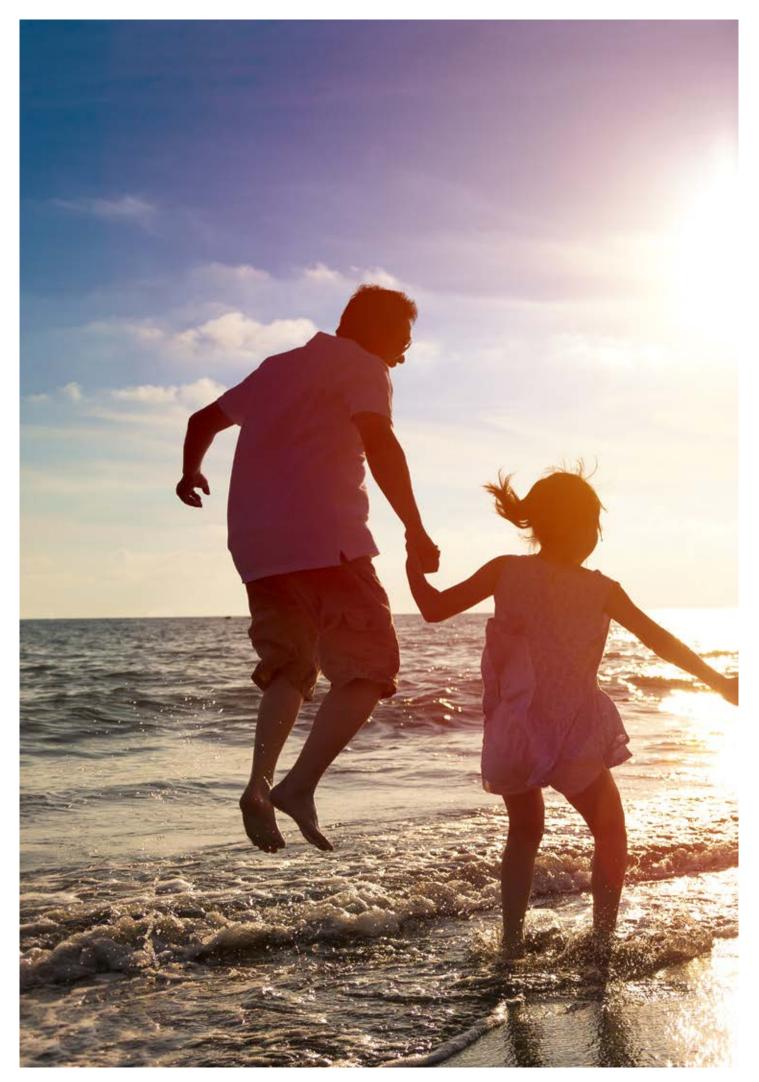
#### ncorporating Environmental Principles. Stage 1E, December 2021. 87

## ACID SULPHATE SOILS MAP STAGE 1D - FIGURE 3.8.1

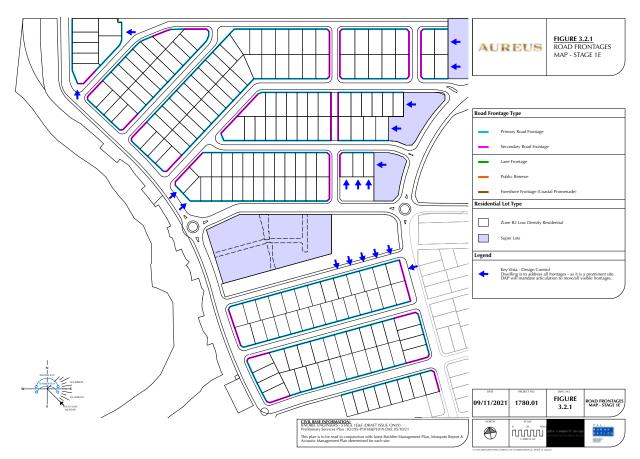


## COASTAL MANAGEMENT MAP STAGE 1D - FIGURE 3.9.1





### **ROAD FRONTAGES MAP STAGE 1E - FIGURE 3.2.1**



LOT FRONTAGES MAP STAGE 1E - FIGURE 3.3.1



#### **BUSH FIRE HAZARD MAP STAGE 1E - FIGURE 3.4.1**



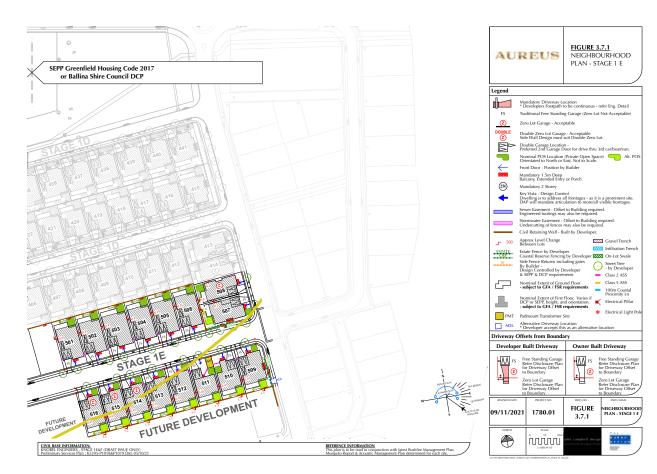
## ACOUSTIC CONTROL MAP STAGE 1E - FIGURE 3.5.1

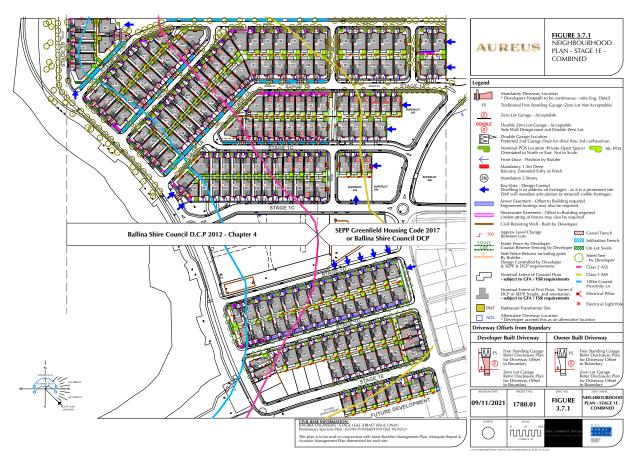


### **MOSQUITO TREATMENTS MAP STAGE 1E - FIGURE 3.6.1**



## NEIGHBOURHOOD PLAN MAP STAGE 1E - FIGURE 3.7.1



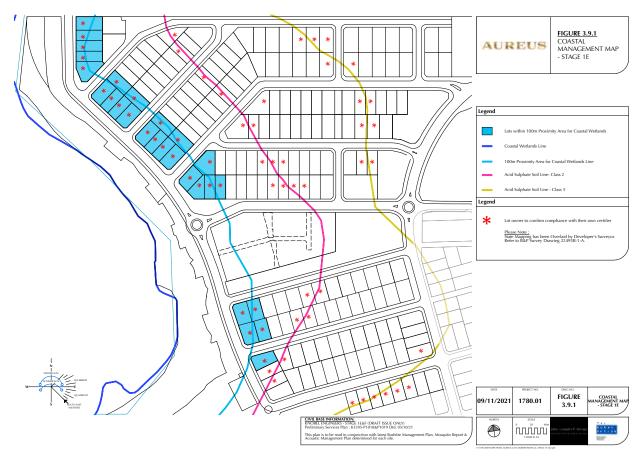


NEIGHBOURHOOD PLAN MAP STAGE 1E - FIGURE 3.7.1 COMBINED

ACID SULPHATE SOILS MAP STAGE 1E - FIGURE 3.8.1



## **COASTAL MANAGEMENT MAP - FIGURE 3.9.1**







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Annexure G Requisitions

#### STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:	
Purchaser:	
Property:	
Dated:	

1. 2.

3.

#### **Possession and tenancies**

Unit

- Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
- Is anyone in adverse possession of the Property or any part of it?
  - (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.
- Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the Landlord and Tenant 4. (Amendment) Act 1948 (NSW))? If so, please provide details. 5.
  - If the tenancy is subject to the Residential Tenancies Act 2010 (NSW):
    - has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative (a) Tribunal for an order?
    - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

#### Title

- Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free 6. from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests
- On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or 7. 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 together with a notice under Section 22 of the Strata Schemes Management Act 2015 (NSW) (Act).
- 8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
- 9. When and where may the title documents be inspected?
- 10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the Personal Properties 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

- 11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
- Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If 12. so:
  - (a) to what year has a return been made?
  - what is the taxable value of the Property for land tax purposes for the current year? (b)
- 13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the Land Tax Management Act 1956 (NSW)) at least 14 days before completion.

#### Survey and building

- 14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
- 15. 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.
- In respect of the Property and the common property: 16.
  - Have the provisions of the Local Government Act (NSW), the Environmental Planning and Assessment (a) 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?
  - Has the vendor a Building Information Certificate of a Building Certificate which relates to all current (c) buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

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- Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental (d) Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act 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:
  - please identify the building work carried out; (i)
  - when was the building work completed? (ii)
  - please state the builder's name and licence number; (iii)
  - please provide details of insurance or any alternative indemnity product under the Home (iv) Building Act 1989 (NSW).
- (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details. (g)
  - Has any work been carried out by the vendor on the Property or the common property? If so:
  - has the work been carried out in accordance with the by-laws and all necessary approvals and (i) consents?
    - (ii)does the vendor have any continuing obligations in relation to the common property affected?
- Is the vendor aware of any proposals to:
  - resume the whole or any part of the Property or the common property? (a)
  - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Pronerty?
  - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  - grant any licence to any person, entity or authority (including the Council) to use the whole or any part (g) of the common property?

#### 18.

19.

17.

- Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted (a) any indemnity to the Council or any other authority concerning any development on the Property or the common property?
- (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?
- In relation to any swimming pool on the Property or the common property:
  - did its installation or construction commence before or after 1 August 1990? (a)
  - (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 (c) access? If not, please provide details or the exemptions claimed;
  - have any notices or orders issued or been threatened under the Swimming Pools Act 1992 (NSW) or (d) regulations?
  - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract:
  - originals of certificate of compliance or non-compliance and occupation certificate should be handed (f) over on settlement.

20.

- Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme? (a)
- Is the vendor aware of any notice, claim or proceedings under the Dividing Fences Act 1991 (NSW) or (b) the Encroachment of Buildings Act 1922 (NSW) affecting the strata scheme?

#### Affectations, notices and claims

21. In respect of the Property and the common property:

- Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other (a) than those disclosed in the Contract?
- (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
- Is the vendor aware of: (c)

(d)

- (i) any road, drain, sewer or storm water channel which intersects or runs through them?
  - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
- (iii) any latent defects in them?
- Has the vendor any notice or knowledge of them being affected by the following:
  - any notice requiring work to be done or money to be spent on them or any footpath or road (i) adjoining? If so, such notice must be complied with prior to completion.
  - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
  - any sum due to any local or public authority recoverable from the purchaser? If so, it must be (iii) paid prior to completion.
  - (iv) any realignment or proposed realignment of any road adjoining them?

- (v) 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 such as cladding?
- 22.
- (a) 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
  - (ii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
  - (i) 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.

#### Applications, Orders etc

- 23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
- 24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
- 25. Are there any:
  - (a) orders of the Tribunal;
  - (b) notices of or investigations by the Owners Corporation;
  - (c) notices or orders issued by any Court; or
  - (d) notices or orders issued by the Council or any public authority or water authority,

affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.

- 26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
- 27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
- 28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
  - (a) a collective sale of the strata scheme; or
  - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?

If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

#### **Owners Corporation management**

29. Has the initial period expired?

33.

- 30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
- 31. If the Property includes a utility lot, please specify the restrictions.
- 32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
  - Has an appointment of a strata managing agent and/or a building manager been made? If so:
    - (a) who has been appointed to each role;
    - (b) when does the term or each appointment expire; and
    - (c) what functions have been delegated to the strata managing agent and/or the building manager.
- 34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
- 35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
- 36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
- 37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development* Act 2015 (NSW)? If so, are there any proposals to amend the registered building management statement?
- 38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
- 39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
- 40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?
- 41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
- 42. Has the Owners Corporation met all of its obligations under the Act relating to:
  - (a) insurances;
  - (b) fire safety;
  - (c) occupational health and safety;
  - (d) building defects and rectification in relation to any applicable warranties under the Home Building Act 1989 (NSW);

- (e) the preparation and review of the 10 year plan for the capital works fund; and
- (f) repair and maintenance.
- 43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?
- 44. Has an internal dispute resolution process been established? If so, what are its terms?
- 45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

#### Capacity

46. 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**

- 47. 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 7 days prior to completion.
- 48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
- 49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
- 50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
- 51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
- 52. The purchaser reserves the right to make further requisitions prior to completion.
- 53. 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.

Annexure H Customisation Schedule



Disclaimer: Specification, make and models listed below are subject to availability and can be substituted at any time at the discretion of the vendor for a product of similar quality and standard to those listed below

	LOT NUMBER			
			Dwelling Name	
No.	Item	Description	\$ per (Inc. GST)	Total
		Whitecap Colour Selection	No charge	
1	Internal colour selection	Cumulus Colour Selection	No charge	
T		Nightswim Colour Selection	No charge	
		Hinterland Colour Section	No charge	
		Purchaser agrees for the internet to be connected to their dwelling at settlement for a non-	Purchase Name	
		obligation free 4-week subscription. Purchaser can then decide to opt-in or out of the		
2	Internet Connection	subscription at no cost to the purchaser	Purchaser Email	
		Purchase agrees for their contact details and information to be provided to the internet		
		retailer for conneciton to occur	Purchaser Phone Number	
3	Security alarm	Bosch System (or similar), sensors to suit house layout, keypad at front door, siren, strobe	\$ 2,619	
0		and phone point (unit mounted in Bed 1 robe or simlar location)		
4	Ceiling Fan	Upgrade standard ceiling fan to Haiku in Caramel finish	\$ 1,695	
5	Ducted Vacuum	Ducted Vacuum System - Lenox Dwelling A, B and C (AA), Lighthouse (U2) and Brunswick	\$ 2,946	
		(CC)- 2 point		
6	Ducted Vacuum	Ducted Vacuum System - Tallow (DD), Boulder (BB) & Wategos (V) - 3 points	\$ 3,310	
7	Water Point	Provide water point to fridge space	\$ 277	
8	LED Lights	Provide additional 15W White Round Fixed LED Downlight (each)	\$ 211	
9	External Lighting	Provide additional external light	\$ 225	
10	Heat Lamp	Provide Beacon Thermalite 2 light (3 in 1 heat lamp - white) in addition to standard fan	\$ 350	
	•	(each) - <u>NOTE: Excludes Lenox and Shelley Lower Apartment</u>		
11	Internal Power Points	Provide additional internal double power point (each)	•	
12	External Power Points	Provide additional external double power point (each)	\$ 178	
13	TV Point	Provide additional TV point (each)	\$ 165	
14	Dimmer Switch	Provide additional dimmer switch to existing circuit (each)	\$ 137	
15	Laundry Appliance Package	Fisher & Paykel 7.5kg washing machine and 4kg dryer combination. Model WD7560P1	\$ 1,452	
			,	
	Kitchen	Waterfall edge to Island Bench per end. Subject to kitchen design.	\$ 801	
17	Shower Niche	Construction of horizontal shower niche in lieu or vertical (each)	\$ 146	
18	External Shower	External shower with inground waste and paved floor - Wategos, Boulder and Brunswick Only	\$ 2,468	
		Euro Piccolo outdoor unit including BBQ, Fridge and sink. Includes for full conneciton of		
19	External BBQ, Sink and Fridge Unit	water, power and waste requirements	\$ 12,453	
20	Curf Deered realize	https://euroalfresco.com.au/product/piccolo/	¢	
-	Surf Board racks	Wall mounted 3 horizontal surboard rack	\$ 265	
21	Appliances - Microwave	Ilve Built-in Microwave Oven - IV602BIM	\$ 965	
	Alfresco Deck	In lieu of tiled rear alfresco area, provide modwood decking Wategos (V) Townhome	\$ 4,360	
		In lieu of tiled front porch and front alfresco area area, provide modwood decking Tallow (DD)	\$ 3,739	
22		In lieu of tiled front porch and front alfresco area area, provide modwood decking Light House (U2)	\$ 4,213	
		In lieu of tiled front porch, provide modwood decking Brunsiwck (CC)	\$ 667	
		In lieu of tiled front porch, provide modwood decking Boulder (BB)	\$ 510	
23	Black Door hardware	In lien of chrome finish, all door lever handles, flush pulls and door stops in black finish	\$ 291	
	Bathroom full height wall tiles	In lieu of skirting tiles to bathroom, all walls to be tiled floor to ceilings - excluding wall behind vanity where the grooved vertical joint (VJ) board is to remain		
		Lennox Dwelling A	\$ 4,631	
		Lennox Dwelling B	\$ 5,137	
		Lennox Dwelling C	\$ 5,466	
24		Tallow	\$ 4,915	
		Brunswick	\$ 5,024	
		Boulder	\$ 4,577	
		Lighthouse	\$ 4,631	
		Wategos	\$ 4,970	
		Upgrade to Redback Hybrid solar inverter with 2 batteries totalling 4.8KWH battery capacity	\$ 9,451	
25	Redback Hybrid Solar System			
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25 26 27	Redback Hybrid Solar System Aluminium Bi-Fold Door Administration Fee	3 Leaf Aluminium Bi-Fold Door in lieu of stacker door with retractable flyscreen Drawing updates, administration and co-ordination fee	\$ 5,062 \$ 500	500