Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	**Upstate Group** **PO Box 1785, DEE WHY NSW 2099**	**Phone: 9971 9000** **Fax: 9982 6446** **Ref: Keelan Scott**
co-agent		
vendor	**Michael Kurniadi** **226/79-91 Macpherson Street, Warriewood, NSW 2102**	
vendor's solicitor	**Waters Conveyancing Services** **23 Pinduro Place, Cromer NSW 2099**	**Phone: 02 9972 2502** **Email: stephen@watersconveyancing.com.au** **Fax: 02 9972 2146** **Ref: SW:Kurniadi**
date for completion	**84th day after the contract date**	(clause 15)
land (address, plan details and title reference)	**226/79-91 Macpherson Street, Warriewood, New South Wales 2102** **Registered Plan: Lot 109 Plan SP 86957** **Folio Identifier 109/SP86957**	
	☒ VACANT POSSESSION ☐ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☒ home unit ☒ carspace ☐ storage space ☐ none ☐ other:	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

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

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

exclusions		
purchaser		
purchaser's solicitor		
price	$	
deposit	$	(10% of the price, unless otherwise stated)
balance	$	
contract date		(if not stated, the date this contract was made)
buyer's agent		

vendor

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

witness

purchaser ☐ JOINT TENANTS ☐ tenants in common ☐ in unequal shares

witness

Choices

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

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

Electronic transaction (clause 30) ☐ no ☒ YES
(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within* 14 days of the contract date):

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

Land tax is adjustable ☒ NO ☐ yes

GST: Taxable supply ☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply ☒ NO ☐ yes

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

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

Purchaser must make a *GSTRW payment* (GST residential withholding payment) ☒ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within* 14 days of the contract date.

GSTRW payment (GST residential withholding payment) – further details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch address (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document that is to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 lease (with every relevant memorandum or variation)
- ☐ 16 other document relevant to tenancies
- ☐ 17 licence benefiting the land
- ☐ 18 old system document
- ☐ 19 Crown purchase statement of account
- ☐ 20 building management statement
- ☐ 21 form of requisitions
- ☐ 22 *clearance certificate*
- ☐ 23 land tax certificate

Home Building Act 1989

- ☐ 24 insurance certificate
- ☐ 25 brochure or warning
- ☐ 26 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 27 certificate of compliance
- ☐ 28 evidence of registration
- ☐ 29 relevant occupation certificate
- ☐ 30 certificate of non-compliance
- ☐ 31 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☐ 32 property certificate for strata common property
- ☐ 33 plan creating strata common property
- ☐ 34 strata by-laws
- ☐ 35 strata development contract or statement
- ☐ 36 strata management statement
- ☐ 37 strata renewal proposal
- ☐ 38 strata renewal plan
- ☐ 39 leasehold strata - lease of lot and common property
- ☐ 40 property certificate for neighbourhood property
- ☐ 41 plan creating neighbourhood property
- ☐ 42 neighbourhood development contract
- ☐ 43 neighbourhood management statement
- ☐ 44 property certificate for precinct property
- ☐ 45 plan creating precinct property
- ☐ 46 precinct development contract
- ☐ 47 precinct management statement
- ☐ 48 property certificate for community property
- ☐ 49 plan creating community property
- ☐ 50 community development contract
- ☐ 51 community management statement
- ☐ 52 document disclosing a change of by-laws
- ☐ 53 document disclosing a change in a development or management contract or statement
- ☐ 54 document disclosing a change in boundaries
- ☐ 55 information certificate under Strata Schemes Management Act 2015
- ☐ 56 information certificate under Community Land Management Act 1989
- ☐ 57 disclosure statement - off the plan contract
- ☐ 58 other document relevant to off the plan contract

Other

- ☐ 59

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

Precise Property Strata Management Pty Ltd
Locked Bag 1919, ST LEONARDS NSW 1590 Phone: 02 9091 0369
info@precise.property

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

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

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

(a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and

(b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

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

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.

2. EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
   (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
   (b) the fifth business day after the day on which the contract was made—in any other case.

3. There is NO COOLING OFF PERIOD:
   (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
   (b) if the property is sold by public auction, or
   (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
   (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.

4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group	NSW Department of Education
Australian Taxation Office	NSW Fair Trading
Council	Owner of adjoining land
County Council	Privacy
Department of Planning, Industry and Environment	Public Works Advisory
Department of Primary Industries	Subsidence Advisory NSW
Electricity and gas	Telecommunications
Land & Housing Corporation	Transport for NSW
Local Land Services	Water, sewerage or drainage authority

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

2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.

3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.

4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.

5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.

6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.

7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).

8. The purchaser should arrange insurance as appropriate.

9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.

10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.

11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.

12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act*, that covers one or more days falling within the period from and including the contract date to completion;
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 *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
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 *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – • issued by a *bank* and drawn on itself; or • if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.

2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.

2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.

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

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

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

2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.

2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.

2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).

3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.

3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.

3.4 The vendor must approve a replacement *deposit-bond* if –

3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and

3.4.2 it has an expiry date at least three months after its date of issue.

3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –

3.5.1 the purchaser *serves* a replacement *deposit-bond*; or

3.5.2 the deposit is paid in full under clause 2.

3.6 Clauses 3.3 and 3.4 can operate more than once.

3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.

3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.

3.9 The vendor must give the purchaser the *deposit-bond* –

3.9.1 on completion; or

3.9.2 if this contract is *rescinded*.

3.10 If this contract is *terminated* by the vendor –

3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or

3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

3.11 If this contract is *terminated* by the purchaser –

3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or

3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –

4.1.1 the form of transfer; and

4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.

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

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

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

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *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;

10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;

10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or

10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

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

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

12 Certificates and inspections

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

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

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

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

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

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

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –

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

13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the purchaser must make a *GSTRW payment* the purchaser must –

13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;

13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;

13.13.3 forward the *settlement cheque* to the payee immediately after completion; and

13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

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

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

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

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

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

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

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

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

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

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

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

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

15 Date for completion

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

16 Completion

• Vendor

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

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

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

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

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

16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

16.7 On completion the purchaser must pay to the vendor, by cash (up to $2,000) or *settlement cheque* –

16.7.1 the price less any:
- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.7.2 any other amount payable by the purchaser under this contract.

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

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

16.10 On completion the deposit belongs to the vendor.

• Place for completion

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

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

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

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

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

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

17 Possession

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

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

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property*; or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by 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;

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

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

23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –

- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

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

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

• Adjustments and liability for expenses

23.5 The *parties* must adjust under clause 14.1 –

23.5.1 a regular periodic contribution;

23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and

23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –

23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and

23.6.2 the purchaser is liable for all contributions determined after the contract date.

23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.

23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –

23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;

23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or

23.8.3 a past or future change in the scheme or a higher scheme.

23.9 However, the purchaser can *rescind* if –

23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;

23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;

23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or

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

• Notices, certificates and inspections

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

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

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

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

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

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

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

• Meetings of the owners corporation

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

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

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

24 Tenancies

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

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

24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
  - a disclosure statement required by the Retail Leases Act 1994 was not given when required;
  - such a statement contained information that was materially false or misleading;
  - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
  - the lease was entered into in contravention of the Retail Leases Act 1994.

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest 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;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –

25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);

25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and

25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.

27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and

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

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

29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Electronic transaction

30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
30.1.1 this contract says that it is an *electronic transaction*;
30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction.*

30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
30.2.2 if, at any time after the *effective date,* but at least 14 days before the date for completion, a *party serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction.*

30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
30.3.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.

30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
- using the nominated *ELN*, unless the *parties* otherwise agree;

30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
- before the receipt of a notice given under clause 30.2.2;

is taken to have been received by that *party* at the time determined by s13A of the Electronic Transactions Act 2000; and
30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.

30.5 *Normally*, the vendor must *within* 7 days of the *effective date* –
30.5.1 create an *Electronic Workspace*;
30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.

30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
30.6.1 *populate* the *Electronic Workspace* with *title data*;
30.6.2 create and *populate* an *electronic transfer*;
30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.

30.7 *Normally, within* 7 days of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
30.7.1 join the *Electronic Workspace*;
30.7.2 create and *populate* an *electronic transfer*;
30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –

30.8.1 join the *Electronic Workspace*;

30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and

30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.

30.9 To complete the financial settlement schedule in the *Electronic Workspace* –

30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;

30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and

30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.

30.10 Before completion, the *parties* must ensure that –

30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;

30.10.2 all certifications required by the *ECNL* are properly given; and

30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.

30.11 If completion takes place in the *Electronic Workspace* –

30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;

30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and

30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.

30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and

30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.

30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.

30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

30.15.1 holds them on completion in escrow for the benefit of; and

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

the *party* entitled to them.

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

adjustment figures	details of the adjustments to be made to the price under clause 14;
certificate of title	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;
completion time	the time of day on the date for completion when the *electronic transaction* is to be settled;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
ECNL	the Electronic Conveyancing National Law (NSW);
effective date	the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;

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;*
electronically tradeable	a land title that is Electronically Tradeable as that term is defined in the *conveyancing rules;*
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price;
mortgagee details	the details which a *party* to the *electronic transaction* must provide about any *discharging mortgagee* of the *property* as at completion;
participation rules	the participation rules as determined by the *ECNL;*
populate	to complete data fields in the *Electronic Workspace*; and
title data	the details of the title to the *property* made available to the *Electronic Workspace* 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.

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 regulation 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.

CONDITIONS OF SALE BY AUCTION

These conditions replace 'Auction - Conditions of Sale' on page 3 of the printed contract.

If the property is or is intended to be sold at auction:-

Bidders Record means the Bidders Record to be kept pursuant to Clause 18 of the *Property, Stock and Business Agents Regulation 2003* and Section 68 of the *Property, Stock and Business Agents Act 2002*.

(1) The following conditions are prescribed as applicable to and in respect of the sale by auction of land:-

a) The Vendor's reserve price must be given in writing to the auctioneers before the auction commences;

b) A bid for the Vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller;

c) The highest bidder is the purchaser, subject to the reserve price;

d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;

e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the Vendor;

f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;

g) A bid cannot be made or accepted after the fall of the hammer;

h) As soon as practicable after the fall of the hammer the purchaser is sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of residential property or rural land:-

a) All bidders must be registered in the Bidders Record and display an identifying number when making a bid;

b) One bid only may be made by or on behalf of the Vendor. This includes a bid made by the auctioneer on behalf of the Vendor;

c) When making a bid on behalf of the Vendor or accepting a bid made by or on behalf of the Vendor, the auctioneer must clearly state that the bid was made by or on behalf of the Vendor or auctioneer.

SPECIAL CONDITIONS ANNEXED TO AND FORMING PART OF THE CONTRACT FOR SALE OF LAND

Amendments to contract

32. The Contract for Sale is amended as follows:-

32.1 Clause 5.2.3 is amended by deleting the words "within a reasonable time" and inserting the words "within 21 days after the date of this contract",

32.2 Clause 7.1.1 is deleted.

32.3 Clause 8 is amended by deleting the words "on reasonable grounds" in the first line of sub-clause 8.1.1 and deleting the words "and those grounds" commencing the first line of sub-clause 8.1.2;

32.4 Clause 10.1.8 and 10.1.9 – be amended by deleting the words "substance" and "disclosed" and substituting the words "existing" and "noted" respectively.

32.5 Clause 11.1 – on the first line after the word "order" Insert the words "in writing issued by a competent Authority",

32.6 Clause 14.4.2 – delete;

32.7 Clause 16.5 is amended by deleting "plus another 20% of that fee"

32.8 Clause 16.8 is deleted;

32.9 Clause 18 is amended by adding the following:-
Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".

32.10 Clause 23.13 is amended by replacing 7 with 1.

32.11 The first sentence of Standard Condition 23.14 is deleted.

32.12 Clause 23.17.1 is deleted.

32.13 Clause 30.1.2 is amended by replacing 'the parties' with 'the vendor'.

32.14 Clause 30.3.1 is amended by replacing 'each party' with 'the purchaser'.

32.15 Clause 30.3.2 is deleted.

32.16 Clause 31.4 is deleted.

32.17 Clause 31.2.1 is amended by replacing 5 with 1

Condition of Property

33. (A) The Purchaser(s) acknowledge that they have inspected the property and that they are entering into this Contract as a result of their own enquiries and inspections and have not relied on any statement, representation or warranty by or on behalf of the Vendor(s) other than those as set out in this Contract and those implied by Section 52A of the Conveyancing Act, 1919 (as amended) and it is further acknowledged that this Contract and the subject land and improvements thereon are sold and shall be accepted by the Purchaser(s) in their present state of repair and condition and subject to any infestation or dilapidation including all latent and patent defects and faults and that the Purchaser(s) shall not make or take any objection, requisition or claim for compensation in relation to any or all of the matters aforesaid.

(B) The furnishing and chattels ("inclusions") referred to on the front page of this Contract are included in the sale and the price. The Vendor(s) have not made and do not make any representation or warranty as to the state of repair or condition of the inclusions and the Purchaser(s) accept them in their state of repair and condition at the date of this Contract. The Vendor(s) need not give formal delivery of the inclusions nor are the Vendor(s) responsible for any loss (other than loss due to the act or default of the Vendor(s)), mechanical breakdown or reasonable wear and tear occurring after the date of this Contract.

(C) The Purchaser(s) shall not call upon the Vendor(s) to carry out any repairs whatsoever in relation to the property and/or the inclusions the subject of this sale.

(D) The Purchaser(s) shall not call upon the Vendor(s) to remove minor rubbish, loose material/debris, and/or professionally clean the property.

Death, Liquidation, Etc.

34. Without in any way negating, limiting or restricting any rights or remedies which would have been available to either party at law or in equity had this clause not been included herein, should the Purchaser (if more than one, either or any of them) prior to completion die or become mentally ill or be declared bankrupt the Vendor(s) may rescind this contract by notice in writing to the Purchaser's Solicitor/Conveyancer as in this Contract named and thereupon the within contract shall be at an end and the provisions of Clause 19 hereof shall apply.

Requisitions and Claims for Compensation

35. Notwithstanding anything herein contained, any claim for compensation shall at the Vendors' election be deemed to be an

objection to title and shall (if the Vendor(s) so elects) for the purposes of this Contract (and in particular Clauses 7 and 8) entitle the Vendor(s) to rescind this Contract where the Purchaser(s) do not waive such claim.

Completion

36. Completion of this matter shall take place on or before 3.00 p.m. within the time provided for in Clause 15 herein. Should completion not take place within that time, then either party shall be at liberty to issue a Notice to complete calling for the other party to complete the matter making the time for completion essential. Such Notice shall give not less than Fourteen (14) days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the parties as being deemed reasonable and sufficient to render the time for completion essential. The party that issues the Notice to Complete shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime. The party that issues the Notice to Complete shall be entitled to recover the fee of $350.00 plus GST from the other party to cover the costs for issuing such Notice.

37. In addition to the modes of service provided in Section 170 of the Conveyancing Act, 1919 service of any notice or document under or relating to this Contract may be effected and shall be sufficiently served on a party and that party's Solicitor/Conveyancer if addressed to such Solicitor/Conveyancer and transmitted to such Solicitor/Conveyancer by facsimile and such notice or document shall be deemed to have been received by such party and that party's Solicitor/Conveyancer on the date and at the time noted on the transaction report produced by the facsimile machine from which the notice or document was transmitted provided that the transaction report includes an endorsement to the effect that the transmission was successful.

38. If as a result of the default of the Purchaser completion of this Contract does not take place by the completion date then:-

(a) without prejudice and in addition to any other remedies available to the Vendor the Purchaser will pay liquidated damages to the Vendor on completion;

(b) the liquidated damages must be a sum equivalent to interest on the balance of the purchase price calculated at a rate of twelve percent (12%) per annum from and including the completion date up to and including the actual date of completion and a further sum of $275.00 (inclusive of GST) for the Vendor's additional legal costs associated with the Purchaser's failure to complete on time;

(c) the liquidated damages payable under 38(b) are agreed by the parties to be a genuine pre-estimate of the Vendor's actual damages;

(d) the payment of liquidated damages is an essential term as to the completion of this Contract.

Deposit and TFN

39.1 Notwithstanding Clause 3, the parties agree that the Vendor(s) shall be entitled to release of such portion of the deposit herein as the Vendor(s) may determine for use only in payment of Land Tax Liability prior to settlement, as a deposit and/or for payment of stamp duty in the purchase by the Vendors of other real estate. It is agreed that this amount is not further released. This special condition acts as a written authority for the deposit holder to make available the deposit, or so much as may be required by the vendor for the purpose set out herein and without requiring any further authority from the purchaser.

39.2 If the Vendor requires the deposit to be made available at completion, the purchaser authorizes the deposit holder to make available the deposit, or so much as may be required by the vendor, in readiness for settlement for the purpose of releasing the subject property from any mortgage, charge or other encumbrance secured over the subject property or for the purpose of effecting completion of the vendor's purchase of another property. This special condition acts as a written authority for the deposit holder to make available the deposit, or so much as may be required by the vendor for the purpose set out herein and without requiring any further authority from the purchaser. The Purchaser/Purchasers representative shall do all things necessary/required so as to facilitate the availability of the deposit for settlement, such as utilization of trust account facilities and/or creation of source accounts on the vendors behalf. This special condition does not prejudice the rights of the purchaser in the event of its lawful rescission of this Contract whereupon the provisions of clause 19 of this Contract shall apply. Pending completion, the vendor's conveyancer shall hold the said deposit, or so much as made available, as the agent for the deposit holder.

Agent

40. The Purchaser(s) expressly warrant that they were not introduced to the Vendor(s) or to the property by any agent entitled to claim commission in respect of this transaction other than any agent named herein and acknowledge that inter alia it is on the basis of this warranty that the Vendor(s) enter into the Contract and that Purchaser(s) hereby indemnify the Vendor(s) against any costs or damages suffered by the Vendor(s) as a result of the breach of this warranty. This clause shall not merge on completion.

Transfer

41. The Purchaser(s) hereby agrees that they will allow the amount of $110.00 on settlement, if the transfer is not served to the Vendor's Conveyancer at least 14 days prior to the agreed settlement date.

Acknowledgments

42. Contract represents entire agreement
This contract represents the entire agreement between the parties in relation to the property and any previous arrangements, understandings or agreements are no longer relevant.

42.1 No Representatives
The Purchaser(s) acknowledges and warrants that it has not been induced to enter into this contract by any representation or warranty by or on behalf of the Vendor(s), other than those set out in this contract.

42.2 Own Enquiries
The Purchaser(s) relies entirely upon enquiries made by it or on its behalf in entering into this contract including, without limitation, the suitability of the property for any particular purpose and all assessments as to value and financial worth.

Requisitions

43. The Purchaser(s) acknowledges that the only form of general requisitions on title that the Purchaser(s) is entitled to raise pursuant to Clause 5 shall be in the form of a Requisitions on Title Form issued from an approved legal stationer.

Section 10.7 Certificate

44. The Vendor hereby discloses and the Purchaser hereby acknowledges that the Certificate under Section 10.7(2) of the Environmental Planning and Assessment Act 1979 No 203 ("the Certificate") attached to this Contract may not fully or property specify or disclose all of the prescribed matters as set out in the Schedule 4 of the Environmental Planning and Assessment Regulation 2000 within the meaning of the Conveyancing (Sale of Land) Regulation 2010. The Purchaser acknowledges the provisions of the contents of the contents of this condition and accepts the provisions noted in Schedule 6 of the Environmental Planning and Assessment Regulation 1979 No 203. The Purchaser must make and rely upon his own enquiries and the Purchaser warrants that any issues not fully or properly specified or disclosed in the Certificate are not material to his/her/their decision to purchase the Property. The Purchaser shall make no objection, requisition or claim for compensation in relation to the Certificate not fully and properly specified or not disclosing the same or not being

updated, nor rescind, terminate, delay or purport to delay completion of this Contract in respect thereof.

Sewerage Service Diagram

45. The Purchaser acknowledges and agrees that attached to this Contract is a copy/are copies of the Sewerage Service Diagram(s) and/or Sewer Reference Sheet in respect of the Land/Property provided by Sydney Water and/or applicable authority. The Vendor discloses and the Purchaser acknowledges that the/these document/s may be the only document/s available from Sydney Water and/or applicable authority relation to the location of the sewer in relation to the Land/Property and/or building(s) on the Land/Property. The Purchaser shall make no requisition, objection or claim of any nature including compensation, nor delay completion or rescind or terminate this Contract in respect thereof or by reason of the non-availability of any further documentation relation to same or by reason of the non-availability of any up to date sewerage services diagram or sewerage connections diagram.

Swimming Pool

46. (a) The Vendor(s) does not warrant that the swimming pool (including any swimming pool fencing) on the property complies with the requirements imposed by the Swimming Pools Act 1992 and the Regulations prescribed under that Act or any other Act or Regulations relating to swimming pools all of which are referred to as the "Swimming Pool Legislation.

(b) The Purchaser(s) shall not be entitled to make any requisition or claim for compensation should it be established that the swimming pool and swimming pool fencing or the erection of a warning notice does not comply.

Less than 10% deposit

47. Notwithstanding anything herein contained the parties agree that the deposit payable by the Purchaser(s) to the Vendor(s) shall be an amount equal to ten per centum (10%) of the purchase price and shall be paid as set out in this Special Condition.

(a) The sum of $ shall be paid by the Purchaser(s) to the stakeholder on the date exchange of contracts and all interest accrued on investment of that sum shall be for the benefit of the Vendor(s) alone.

(b) The balance of $ shall be loaned by the Vendor(s) to the Purchaser(s) and such loan shall be repaid by the Purchaser(s) to the Vendor(s) on the completion date failing which interest at the rate provided for in Special Condition 38

shall be payable by the Purchaser(s) until such loan is repaid in full.

(c) The parties agree that the amount referred to in sub-clause (b) above is a genuine loan of part of the deposit moneys from the Vendor(s) to the Purchaser(s) for the purpose of enabling this sale and purchase to proceed.

(d) In the event of the Vendor(s) being entitled to terminate the contract and forfeit the deposit the full 10% deposit herein shall be payable by the Purchaser(s) to the Vendor(s)

(e) and the parties agree that the balance of the deposit payable pursuant to sub-clause (b) and the interest rate above shall be deemed not to be a penalty under the contract and the parties agree that the interest payable under this clause is a genuine estimate of the Vendor's loss as a result of the Purchaser's failure to complete on the completion date.

Deposit Bond

48. The Parties agree that:-

The Purchaser(s) has, at exchange, provided the Vendor(s) With a Deposit Power Guarantee ("Guarantee") in the amount of $ which is dated and the Guarantee will be dealt with as if it were a cash deposit under the contract, and the Vendor(s) is/are entitled to immediately draw upon the Guarantee in any circumstances where the Vendor(s) is/are entitled to the Deposit and the Vendor(s) will return the original Guarantee to the Purchaser(s).

GST

49.1 In this clause:

The "Act" means the Act entitled "A new Tax System (Goods and Services Tax) Act 1999" as amended from time to time or any act passed in substitution for or replacement of that act; and

49.2 The Purchaser(s) warrants that it will use the property predominantly for residential accommodation after completion.

49.3 The Purchaser(s) indemnifies the vendor(s) for loss damage, expense, taxes, fines and penalties incurred by the vendor(s) including GST as a result of the breach of the warranty in clause 42.1 & 42.2.

49.4 This clause will not merge on completion.

Settlement

50.1 In the event the transaction cannot proceed electronically, settlement of this matter shall take place wherever the Vendor's mortgagee directs. If the property is not mortgaged, or the discharge of mortgage is already held by Waters Conveyancing Services, then the settlement shall be effected at the offices of Waters Conveyancing Services. However, should the Purchaser not be in a position to settle at the offices of Waters Conveyancing Services, then settlement may be effected in the Sydney CBD at a place nominated by the Purchaser, so long as the Vendor's Licensed Conveyancers' Sydney Agents fee of $110.00 (GST Inclusive) is paid by the Purchaser. Should the Purchaser require settlement outside Sydney CBD, the purchaser will in addition to the sum of $110.00 (GST Inclusive), afford any additional expenses incurred by the vendor in accommodating the Purchaser's venue requirement. The Purchaser shall not raise requisition, make claim for compensation, delay or purport to delay completion as a result and/or in dispute or the condition herein.

50.2 For each occasion that the settlement date/appointment is rescheduled for any reason other than by default of the Vendor, the Purchaser shall pay to the Vendor on completion, in addition to the balance of the purchase price any other amounts payable under this contract, the sum of $250.00 (plus GST) as payment of the increased legal fees, agency fees and re-certification fees (if any) incurred by the Vendor or their incoming mortgagee in relation to the rearrangement of settlement.

Readjustment of Outgoings

51. Should any apportionment of outgoings required to be made under this contract be overlooked or incorrectly calculated on completion, the Vendor and the Purchaser agree that, upon being so requested by the other party, the correct calculation will be made and paid to the other party to whom it is payable within five (5) business days. This clause shall not merge on completion.

Land Tax

52. In accordance with Schedule 2, Section 5 of Conveyancing (Sale of Land) Regulation 2010, the Vendor shall provide a Land Tax Certificate. The Purchaser shall not be entitled to raise requisition, make claim for compensation, delay or purport to delay completion in the event a Land Tax Certificate is not provided at least 14 days prior to completion.

Extensions of Cooling-off period

53. If a cooling-off period applies to this Contract then on each request by the Purchaser for an extension thereof and irrespective of whether the request is granted by the Vendor, the Purchaser must on completion pay a further sum of $165.00 (inclusive of GST) for the Vendor's additional legal costs associated with dealing with the Purchaser's request(s). This fee is agreed by the parties to be a genuine and reasonable pre-estimate of the Vendor's actual costs. The payment of the fee is an essential term of Completion of this Contract.

Holiday Period

54. Despite any other clause in this Contract, the Vendors will not be required to complete the Contract during the period commencing 3.00 p.m. 20th December and ending on 9.00 a.m. 17th January ("the holiday period").

i A Notice to Complete under Clause 34 issued less than 14 Days before the commencement of the Holiday Period cannot stipulate a date for completion earlier than the end of the Holiday Period.#

ii Neither party may issue a Notice to Complete during the Holiday Period.

iii If completion does not take place prior to the commencement of the Holiday Period, and the Vendor is otherwise ready, able and willing to complete, interest payable by the Purchaser under Special Condition 36 will be calculated from the Completion date to the date of actual completion after the end of the Holiday notwithstanding that the Purchaser is ready, able and willing to settle within the Holiday Period.

The Purchaser cannot make any requisitions, delay completion, rescind or terminate this contract because of any matter referred to in this clause.

Building Certificate

55. If the Purchaser applies for a Building Certificate, the Purchaser must apply for it at their own expense. The Purchaser acknowledges that the Vendor is not required to expend any money or do any work on the property to facilitate the issue of a Building Certificate. If council refuses or fails to issue a Building Certificate, the reason for the refusal will not constitute a defect in title and the purchaser cannot rise a requisition, object, claim compensation, rescind, terminate, delay or purport to delay completion con account of the refusal or failure.

Completion date

56. Completion of this Agreement shall take place on or before 84 days, however it is agreed that the Vendor shall be entitled, prior to the expiration of 84 days, to give no less than 14 days written notice of settlement, to take place earlier, provided always that such notice shall not expire later than the 84 day period. This is an essential term of the contract.

LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: [illegible]

SEARCH DATE	TIME	EDITION NO	DATE
20/3/2021	10:16 AM	1	9/9/2018

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

LAND

LOT 118 IN STRATA PLAN 86864
AT WARRIEWOOD
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

MICHAEL KURNIADI (T AH866468)

SECOND SCHEDULE (2 NOTIFICATIONS)
---
1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP86864
2 A700867 MORTGAGE TO NATIONAL AUSTRALIA BANK LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

Kurniadi PRINTED ON 20/3/2021

Received: 20/03/2021 10:06:19

LAND REGISTRY SERVICES

Title Search

InfoTrack

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98892

SEARCH DATE	TIME	EDITION NO	DATE
20/3/2021	1:16 PM	16	22/10/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98892
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT WARRIEWOOD
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF NARRABEEN COUNTY OF CUMBERLAND
TITLE DIAGRAM SP98892

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 98892
ADDRESS FOR SERVICE OF DOCUMENTS:
79-81 MACKAMORA BLACK
WARRIEWOOD 2102

SECOND SCHEDULE (16 NOTIFICATIONS)
---

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE STRATA SCHEME AND DEVELOPMENT CONTRACT IN TERMS OF SECTION 8(5) (A) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973 INCORPORATES DEVELOPMENT LOT 35:
AI579076 AMENDMENT OF STRATA DEVELOPMENT CONTRACT
3 LAND EXCLUDES MINERALS WITHIN THE PARCEL(S) SHOWN SO INDICATED IN THE TITLE DIAGRAM - SEE CROWN GRANT(S)
4 G1816 COVENANT AFFECTING THE PARCEL SHOWN SO BURDENED IN THE TITLE DIAGRAM.
5 U369888 EASEMENT FOR WATER MAIN 3.6 METRE(S) WIDE AND VARIABLE AFFECTING THE PARCEL(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
6 DP1093978 RESTRICTION(S) ON THE USE OF LAND
7 DP1174413 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 3.3 METRE(S) WIDE AND VARIABLE WITH AFFECTING THE PARCEL(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
8 DP1174413 RIGHT OF PARKING/WAY 4 METRE(S) WIDE AND VARIABLE WIDTH AFFECTING THE PARCEL(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1174413 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES 2 METRE(S) WIDE AFFECTING THE PARCEL(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
10 DP1178517 RIGHT OF PARKING/WAY VARIABLE WIDTH AFFECTING THE PARCEL(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM

END OF PAGE 1 - CONTINUED OVER

FOLIO: DP/8[illegible] PAGE 2

SECOND SCHEDULE (26 NOTIFICATIONS) (CONTINUED)

11 DP1[illegible] RESTRICTION AS TO USER VARIABLE WIDTH APPURTENANT TO PARCEL(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
12 DP1[illegible] RESTRICTION AS TO USER VARIABLE 1.5 METRE(S) WIDE REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (E6) IN THE TITLE DIAGRAM
13 DP1[illegible] EASEMENT TO DRAIN WATER 2.5 METRE(S) WIDE REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT AFFECTING THE SITE DESIGNATED (E6) IN THE TITLE DIAGRAM
14 DP1[illegible] RESTRICTION AS TO RUNOFF AND POOLING APPURTENANT TO THE WHOLE OF THE LAND ABOVE DESCRIBED
15 DP1[illegible] RESTRICTION AS TO WATER COLLECTION APPURTENANT THE WHOLE OF THE LAND ABOVE DESCRIBED
16 DP1[illegible] POSITIVE COVENANT
17 DP1[illegible] EASEMENT FOR EMERGENCY ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
18 DP1191869 EASEMENT TO DRAIN WATER VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
19 DP1198041 EASEMENT FOR ELECTRICITY & OTHER PURPOSES 3.3 METRE(S) WIDE (E10) APPURTENANT THE PARCEL(S) SHOWN SO BURDENED IN DP1198041
20 DP1198041 RIGHT OF TRANSMISSION & OTHER PURPOSES 4.8 METRE(S) WIDE (E11) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1198041
21 DP1198041 EASEMENT FOR UNDERGROUND CABLES 2 METRE(S) WIDE (E12) APPURTENANT THE PARCEL(S) SHOWN SO BURDENED IN DP1198041
22 DP1[illegible] RIGHT OF TRANSMISSION VARIABLE WIDTH (LIMITED IN STRATUM) AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1[illegible]
23 DP1191869 RIGHT OF TRANSMISSION VARIABLE WIDTH AFFECTING THE "PAR"(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
24 AM944111 EASEMENT TO DRAIN WATER 1.5 WIDE & VARIABLE WIDTH APPURTENANT THE PARCEL DESIGNATED (A) IN DP135677
25 AN196504 INITIAL PERIOD EXPIRED
26 AQ475773 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (ACCURACY: 100%)

STRATA PLAN 93802

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	45	2	46	3	46	4	46
5	46	6	45	7	45	8	45
9	46	10	46	11	45	12	45
13	45	14	45	15	46	16	46
17	45	18	45	19	44	20	45
21	46	22	46	23	45	24	45
25	45	26	45	27	46	28	46

END OF PAGE 2 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 96892

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
29	- 45	30	- 45	31	- 45	32	- 45
33	- 45	34	- 45	35	- 45	36	- 45
37	- 45	38	- 45	39	- 45	40	- 38
41	- 37	42	- 45	43	- 45	44	- 44
45	- 45	46	- 47	47	- 45	48	- 37
49	- 45	50	- 45	51	- 45	52	- 45
53	- 45	54	- 47	55	- 45	56	- 37
57	- 44	58	- 44	59	- 45	60	- 45
61	- 49	62	- 48	63	- 49	64	- 46
65	- 49	66	- SP96897				

STRATA PLAN 96897

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
67	- 45	68	- 45	69	- 46	70	- 46
71	- 45	72	- 45	73	- 45	74	- 45
75	- 45	76	- 45	77	- 45	78	- 45
79	- 45	80	- 45	81	- 46	82	- 46
83	- 45	84	- 45	85	- 2	86	- 36
87	- 45	88	- 46	89	- 45	90	- 38
91	- 45	92	- 35	93	- 45	94	- 51
95	- 50	96	- 50	97	- 45	98	- 45
99	- 45	100	- 44	101	- 45	102	- 45
103	- 45	104	- 50	105	- 50	106	- 45
107	- 45	108	- 45	109	- 45	110	- 45
111	- 45	112	- 45	113	- 45	114	- 50
115	- 49	116	- 47	117	- 48	118	- 47
119	- 47	120	- 45	121	- 50	122	- SP98031

STRATA PLAN 98031

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
123	- 44	124	- 44	125	- 36	126	- 50
127	- 36	128	- 48	129	- 44	130	- 36
131	- 36	132	- 44	133	- 41	134	- 44
135	- 44	136	- 45	137	- 31	138	- 44
139	- 44	140	- 44	141	- 41	142	- 44
143	- 44	144	- 44	145	- 45	146	- 45
147	- 44	148	- 35	149	- 36	150	- 44
151	- 44	152	- 44	153	- 44	154	- 46
155	- 44	156	- 44	157	- 41	158	- 44
159	- 44	160	- 44	161	- 44	162	- 44
163	- 45	164	- 45	165	- 41	166	- 35
167	- 50	168	- 44	169	- 44	170	- 44
171	- 44	172	- 45	173	- 41	174	- 44
175	- 44	176	- 44	177	- 45	178	- 50

END OF PAGE 3 - CONTINUED OVER

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000) (CONTINUED)

STRATA PLAN 96892

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
178 - 51		180 - 48		181 - 45		182 - 36	
183 - 62		184 - 61		185 - 41		186 - 15	
187 - 54		188 - 49		189 - SP98140			

STRATA PLAN 98140

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
190 - 49		191 - 44		192 - 44		193 - 45	
194 - 43		195 - 36		196 - 15		197 - 14	
198 - 55		199 - 44		200 - 44		201 - 49	
202 - 44		203 - 41		204 - 41		205 - 14	
206 - 56		207 - 44		208 - 44		209 - 35	
210 - 44		211 - 41		212 - 49		213 - 14	
214 - 44		215 - 45		216 - 44		217 - 36	
218 - 45		219 - 45		220 - 35		221 - 15	
222 - 45		223 - 49		224 - 46		225 - 49	
226 - 39		227 - 47		228 - 35		229 - 15	
230 - 45		231 - SP99519					

STRATA PLAN 99519

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
232 - 57		233 - 46		234 - 45		235 - 36	
236 - 45		237 - 45		238 - 39		239 - 15	
240 - 45		241 - 55		242 - 44		243 - 44	
244 - 57		245 - 46		246 - 45		247 - 36	
248 - 45		249 - 45		250 - 39		251 - 15	
252 - 44		253 - 57		254 - 41		255 - 40	
256 - 44		257 - 41		258 - 46		259 - 16	
260 - 45		261 - 45		262 - 38		263 - 38	
264 - 45		265 - 41		266 - 15		267 - 15	
268 - 44		269 - 44		270 - 44		271 - 45	
272 - 45		273 - 41		274 - 41		275 - 35	
276 - 59		277 - 45		278 - 45		279 - 46	
280 - 45		281 - 41		282 - 41		283 - 14	
284 - 46		285 - 46		286 - 45		287 - 45	
288 - 36		289 - SP99520					

STRATA PLAN 99520

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
290 - 45		291 - 46		292 - 45		293 - 36	
294 - 45		295 - 45		296 - 44		297 - 45	
298 - 44		299 - 41		300 - 41		301 - 14	
302 - 45		303 - 46		304 - 45		305 - 45	
306 - 45		307 - 45		308 - 32		309 - 15	
310 - 45		311 - 45		312 - 45		313 - 45	

END OF PAGE 4 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP[illegible] PAGE 6

SECTION 88B INSTRUMENT (APPROVED: [illegible]) (CONTINUED)

DIAGRAM PLAN [illegible]

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
314	- 45	315	- 45	316	- [illegible]	317	- 44
318	- 44	319	- 41	320	- 41	321	- 14
[illegible]	- 45	323	- 44	324	- 44	325	- 44
326	- 45	327	- 45	328	- 16	329	- 16
330	- 45	331	- 45	332	- [illegible]	333	- 45
334	- 45	335	- 47	336	- 47	337	- 16
338	- 47	339	- 47	340	- [illegible]	341	- 45
342	- 45	343	- 46	344	- 16	345	- 38
346	- 45	347	- 44	348	- [illegible]	349	- 44
350	- 44	351	- 41	352	- 16	353	- 16
354	- 45	355	- 45	356	- [illegible]	357	- SP[illegible]

DIAGRAM PLAN [illegible]

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
358	- 51	359	- 51	360	- 51	361	- 51
362	- 51	363	- 51	364	- 51	365	- 50
366	- 50	367	- 50	368	- 50	369	- 50
370	- 51	371	- 51	372	- 51	373	- 50
374	- 50	375	- 50	376	- 51	377	- 50
378	- 52	379	- 52	380	- 51	381	- 16
382	- 50	383	- 46	384	- 51	385	- 38
386	- 45	387	- 32	388	- 51	389	- 16
390	- 44	391	- 45	392	- [illegible]	393	- 45
394	- 57	395	- 45	396	- 57	397	- 45
398	- 45	399	- 45	100	- 16	101	- 16
402	- 45	403	- 46	404	- 46	405	- 57
406	- 46	407	- 61	108	- 46	109	- 16
410	- 45	411	- 45	412	- 46	413	- 55
414	- 53	415	- 45	116	- 53	117	- 16
418	- 46	419	- SP[illegible]				

DIAGRAM PLAN [illegible]

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
420	- 45	421	- 57	422	- 43	423	- 46
424	- 61	425	- 45	126	- 41	127	- 19
428	- 45	429	- 45	430	- 45	431	- 45
432	- 45	433	- 61	134	- 46	135	- 16
436	- 57	437	- 45	438	- 45	439	- 50
440	- 45	441	- 30	142	- 16	143	- 16
444	- 44	445	- 49	446	- 45	447	- 45
448	- 45	449	- 45	150	- 16	151	- 16
452	- 45	453	- 45	454	- 45	455	- 45
456	- 8						

END OF PAGE 5 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP76892 PAGE 6

NOTATIONS

DEALING NOTE: PLAN OF PROPOSED SUBDIVISION FOR EASEMENTS
DP706182 NOTE: PLAN OF ACQUISITION

UNREGISTERED DEALINGS: DE DC120091?9.

*** END OF SEARCH ***

Printed on 20/3/2021

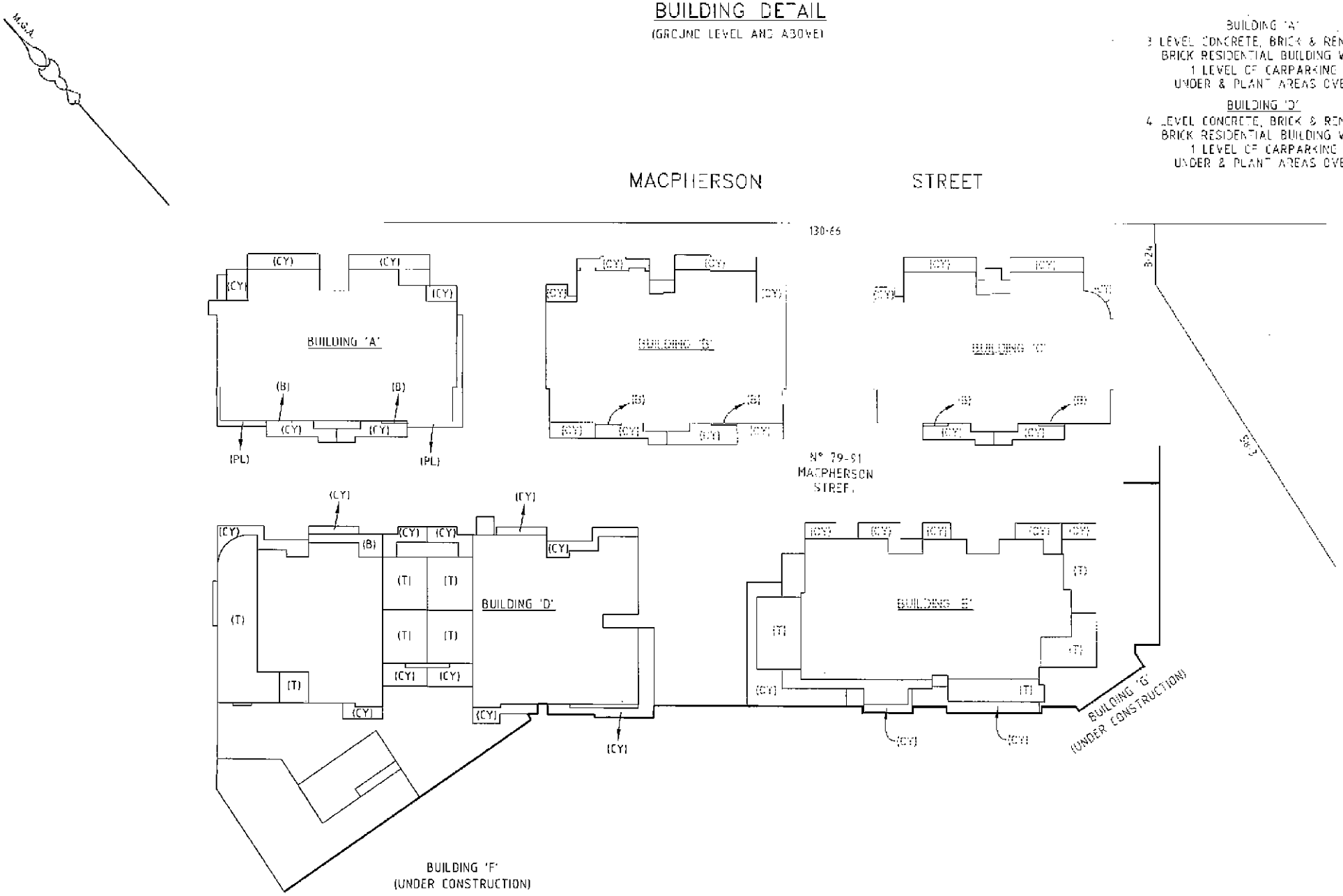
Received: 20/03/2021 10:06:21

BUILDING DETAIL

(GROUND LEVEL AND ABOVE)

BUILDING 'A'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER

BUILDING 'D'
4 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER



(B) DENOTES BALCONY
(T) DENOTES TERRACE
(CY) DENOTES COURTYARD
(PL) DENOTES PLANTER

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARREWOOD-STG2
Subdivision No: SC12005A
Lengths are in metres. Reduction Ratio 1:500

Registered
16-7-2012

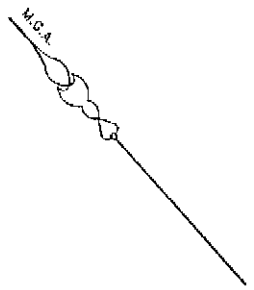
SP86957 P

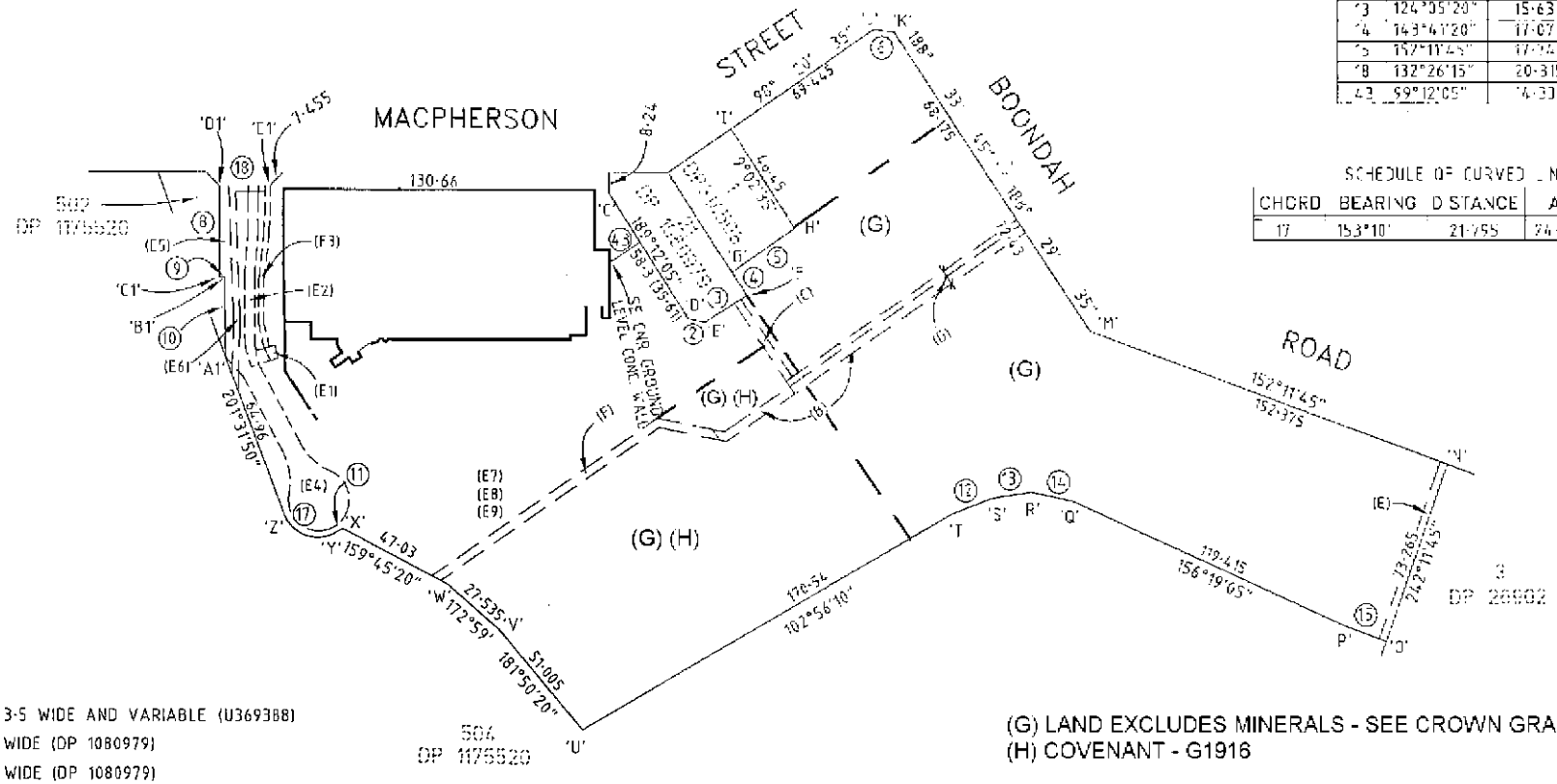
10 20 30 40 50 Table of mm 90 100 110 120 130 140 LPI REF:2012 M7600(101)

//Warriewood-18BoondahSTG2/Final/BldgsAB

LOCATION PLAN
CARPARKING LEVEL & BELOW

(SEE SHEET 1 FOR BUILDING DETAIL PLAN)





SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6·635
3	100°35'20"	20·385
4	8°34'	10·515
5	98°20'35"	30·48
6	139°39'30"	8·47
8	222°26'15"	35·785
9	132°26'15"	2·315
10	222°26'15"	31·335
11	104°26'	3·8
12	111°28'10"	17·95
13	124°35'20"	15·63
14	149°41'20"	17·07
15	152°11'45"	17·245
18	132°26'15"	20·315
43	99°12'05"	14·335

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°10'	21·795	24·865	14·5

(B) EASEMENT FOR WATERMAIN 3·5 WIDE AND VARIABLE (U369388)
(C) RIGHT OF CARRIAGEWAY 3 WIDE (DP 1080979)
(D) RIGHT OF CARRIAGEWAY 6 WIDE (DP 1080979)
(E) PROPOSED EASEMENT FOR SEWER 8 WIDE (SEE DP 599348)
(F) PROPOSED EASEMENT FOR WATERMAIN 3·5 WIDE & VARIABLE (SEE DP 637078)

(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5·3 WIDE AND VARIABLE WIDTH (DP 1174413)
(E2) RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH (DP 1174413)
(E3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE (DP 1174413)

(E4) RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH (DP 1175520)
(E5) EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH (DP 1175520)
(E6) EASEMENT TO DRAIN WATER (E6) 2·5 WIDE (DP 1175520)
(E7) EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT) (DP 1175520)
(E8) EASEMENT FOR WASTE COLLECTION (ENTIRE LOT) (DP 1175520)
(E9) EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT) (DP 1175520)

(G) LAND EXCLUDES MINERALS - SEE CROWN GRANT
(H) COVENANT - G1916

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: '23899-WARREWOOD-STG2
Subdivision No: SC12005A
Lengths are in metres. Reduction Ratio 1:2,000

Registered 16-7-2012

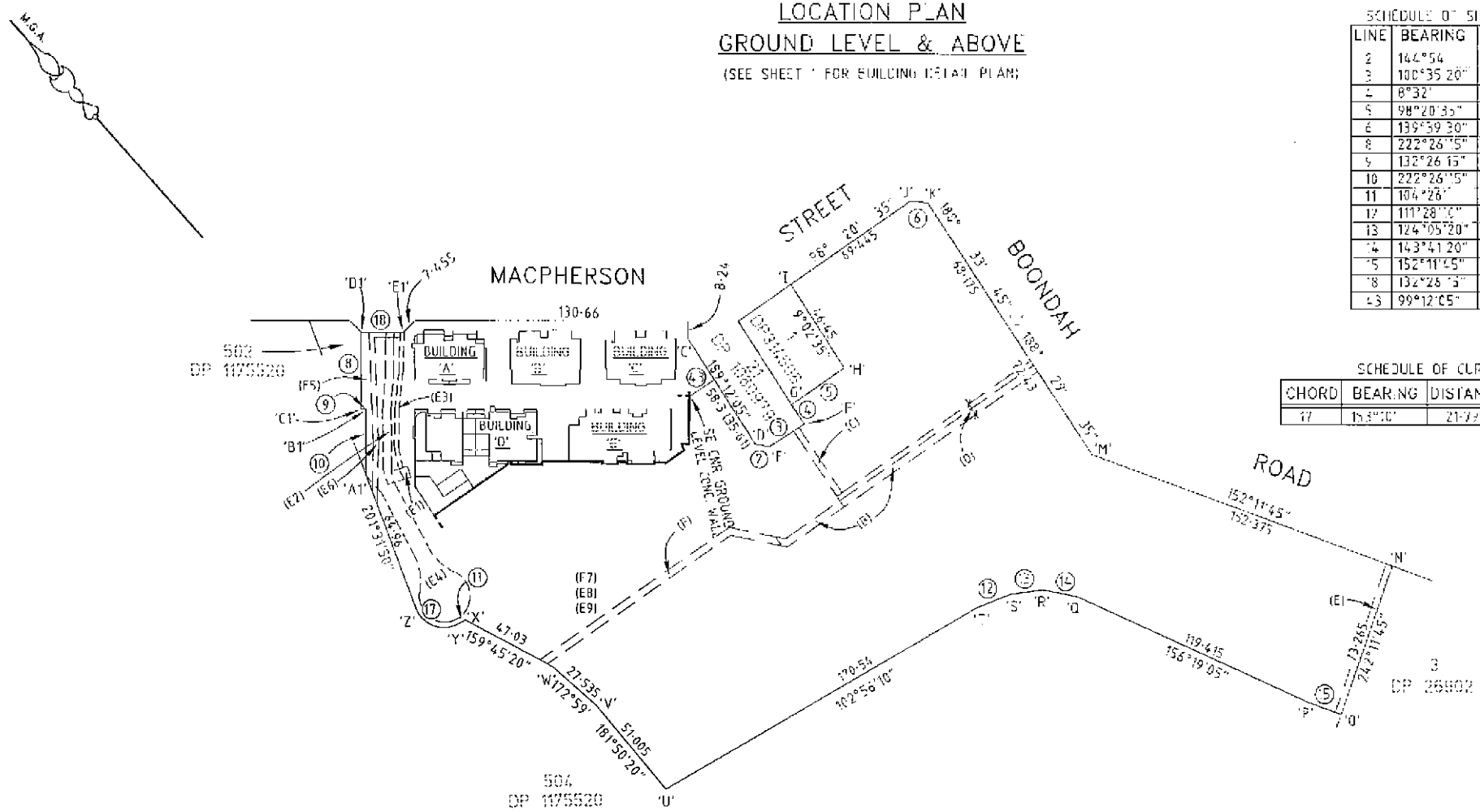
SP86957

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//warrewood-18bcc\dcnSTG2/Final/BldgsA3

LOCATION PLAN
GROUND LEVEL & ABOVE

(SEE SHEET 1 FOR BUILDING DETAIL PLAN)



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54	6·655
3	100°35'20"	20·035
4	8°32'	10·935
5	98°20'35"	30·48
6	139°59'30"	8·41
8	222°26'15"	35·935
9	132°26'15"	2·375
10	222°26'15"	31·335
11	104°26'	3·8
12	111°28'10"	7·95
13	124°05'20"	15·63
14	143°41'20"	7·07
15	152°11'45"	7·745
18	132°26'15"	20·315
43	99°12'05"	14·335

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°10'	21·795	24·665	14·5

(B) EASEMENT FOR WATERMAIN 3·5 WIDE AND VARIABLE (U369388)
(C) RIGHT OF CARRIAGEWAY 3 WIDE (DP 1080979)
(D) RIGHT OF CARRIAGEWAY 6 WIDE (DP 1080979)
(E) PROPOSED EASEMENT FOR SEWER 8 WIDE (SEE DP 599348)
(F) PROPOSED EASEMENT FOR WATERMAIN 3·5 WIDE & VARIABLE (SEE DP 637078)

(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5·3 WIDE AND VARIABLE WIDTH (DP 1174413)
(E2) RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH (DP 1174413)
(E3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE (DP 1174413)

(E4) RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH (DP 1175520)
(E5) EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH (DP 1175520)
(E6) EASEMENT TO DRAIN WATER (E6) 2·5 WIDE (DP 1175520)
(E7) EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT) (DP 1175520)
(E8) EASEMENT FOR WASTE COLLECTION (ENTIRE LOT) (DP 1175520)
(E9) EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT) (DP 1175520)

BUILDING 'A'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER

BUILDING 'D'
4 LEVEL CONCRETE BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG2
Subdivision No: SC12005A
Lengths are in metres. Reduction Ratio 1:2,000

Registered 16-7-2012

SP86957

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-'8BoondahSTG2/Final/BlgsAD

CARPARK LEVEL

MF DENOTES MANAGERS FACILITY
VP DENOTES VISITOR PARKING-CP
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL BOLLARDS & HANDRAILS WITHIN THE CARSPACES ARE COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

PXY DENOTES PROLONGATION OF LINE 'X'-'Y'
PVW DENOTES PROLONGATION OF LINE 'V'-'W'

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG2
Subdivision No: SC12005A

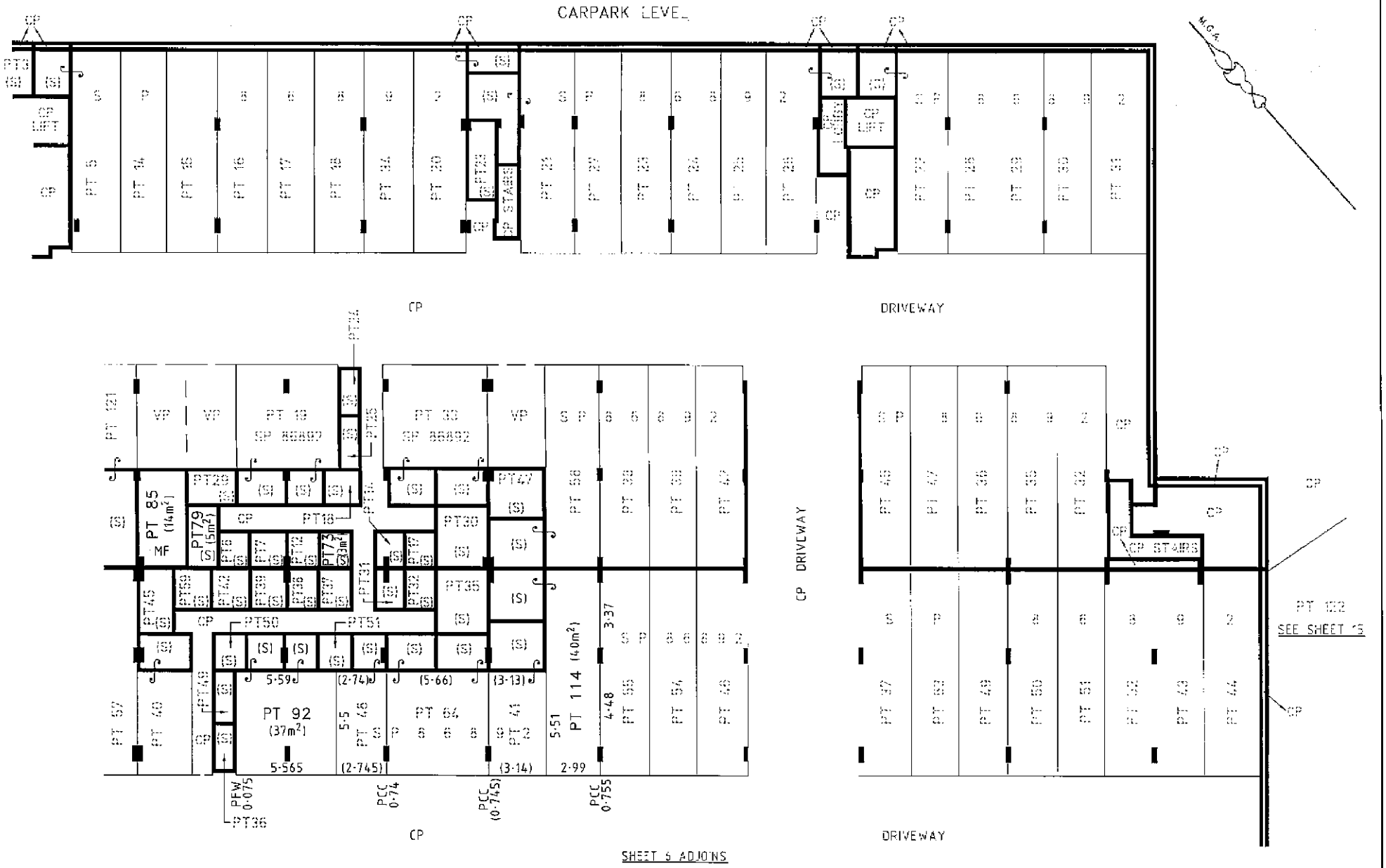
Registered 16-7-2012

SP86957

Lengths are in metres. Reduction Ratio 1:200

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-'8Beondon'STG2/Final/BldgsAC



LOT 122 IS A DEVELOPMENT LOT

MF DENOTES MANAGERS FACILITY
VP DENOTES VISITOR PARKING-CP
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL BOLLARDS & HANDRAILS WITHIN THE CARSPACES ARE COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-ST02
Subdivision No: SC12005A
Lengths are in metres. Reduction Ratio 1:200

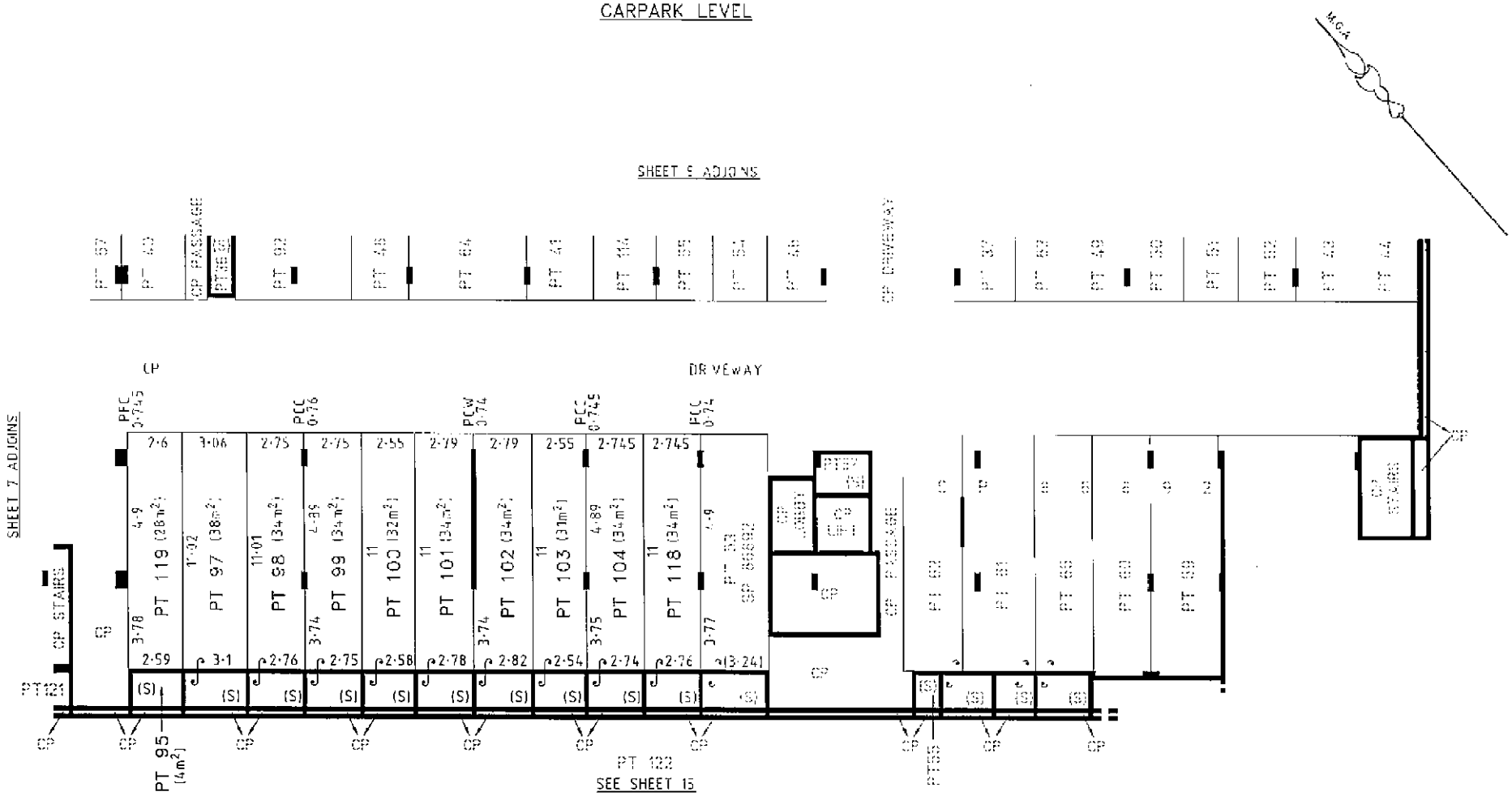
Registered
16-7-2012

SP86957

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-18Boondah ST02/Final/BldgsA3

CARPARK LEVEL



LOT 122 IS A DEVELOPMENT LOT

(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL BOLLARDS & HANDRAILS WITHIN THE CARSPACES ARE COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARREWOOD-STG2
Subdivision No: SC12005A

Lengths are in metres. Reduction Ratio 1:200

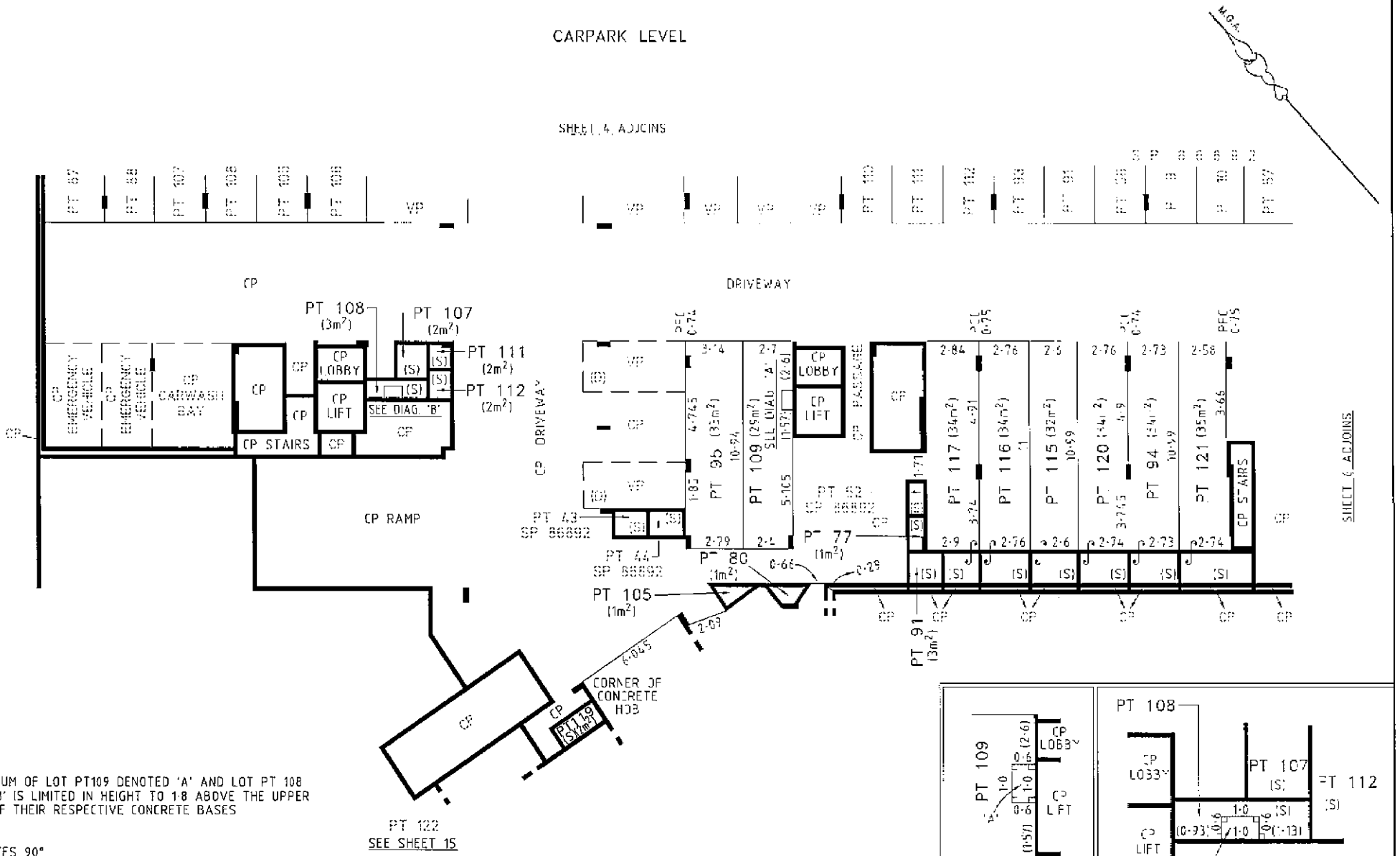
Registered 16-7-2012

SP86957

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-IS\BoondahSTG2/Final/BldgsAC

CARPARK LEVEL



THE STRATUM OF LOT PT109 DENOTED 'A' AND LOT PT 108 DENOTED 'B' IS LIMITED IN HEIGHT TO 1·8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASES

⌞ DENOTES 90°

LOT 122 IS A DEVELOPMENT LOT

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN

VP DENOTES VISITOR PARKING-CP
(S) DENOTES STORE
(D) DENOTES DISABLED PARKING
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL BOLLARDS & HANDRAILS WITHIN THE CARSPACES ARE COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

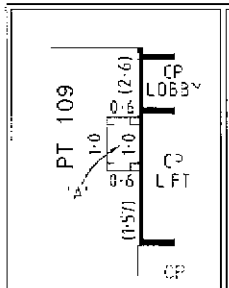


DIAGRAM 'A'
NOT TO SCALE

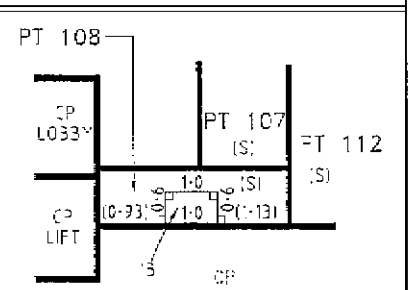


DIAGRAM 'B'
NOT TO SCALE

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: i23899-WARRIEWOOD-STG2
Subdivision No: SC12005A

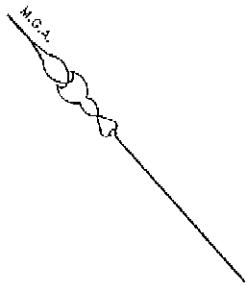
Lengths are in metres. Reduction Ratio 1:200

Registered
16-7-2012

SP86957

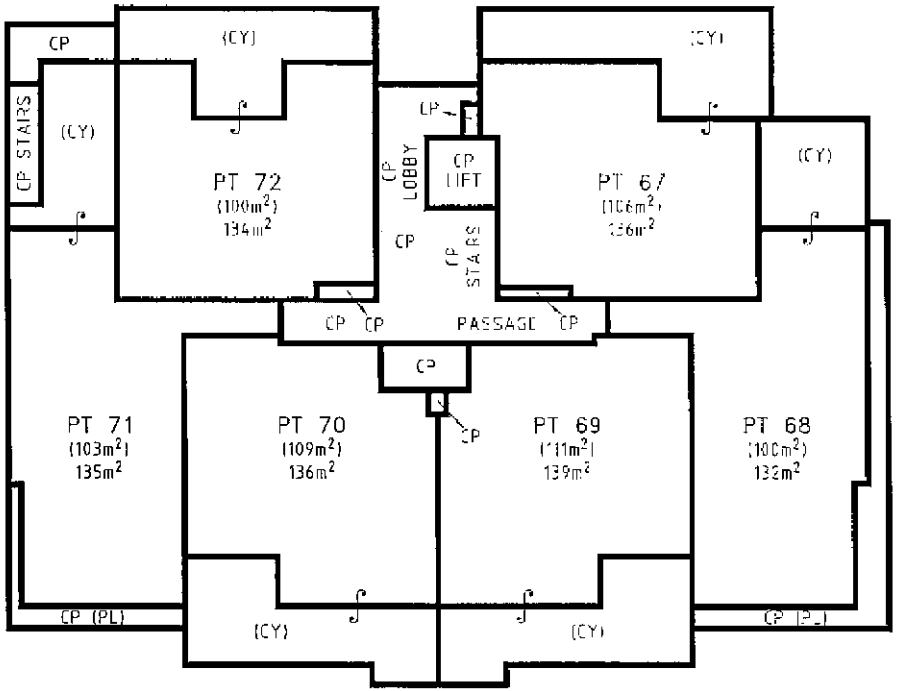
10 20 30 40 50 Table of mm 90 100 110 120 130 140

//warriewood-18Doc:dahSTG2/Final/BldgsA3



GROUND LEVEL

BUILDING 'A'



TILING WITHIN THE COURTYARDS IS COMMON PROPERTY

AIR CONDITIONING UNITS AND ASSOCIATED METAL COVERS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(PL) DENOTES PLANTER
(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG2
Subdivision No: SC12005A

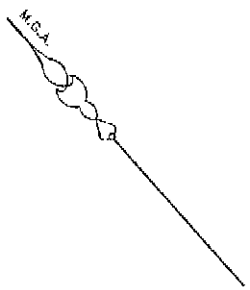
Lengths are in metres. Reduction Ratio: 1:200

Registered 16-7-2012

SP86957

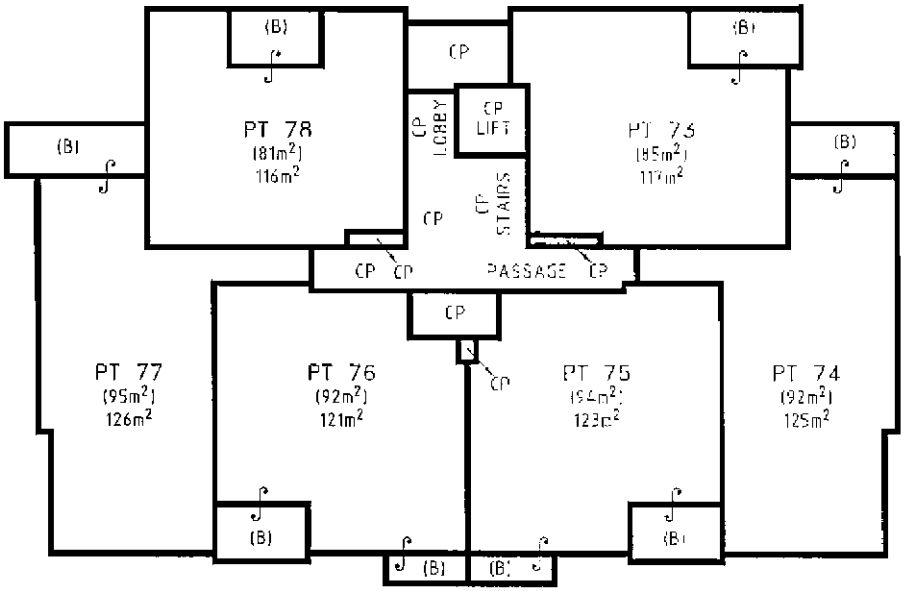
10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-18BoondahSTG2/Final/BldgsA3



LEVEL 1

BUILDING 'A'



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123399-WARRIEWOOD-STG2
Subdivision No: SC12005A

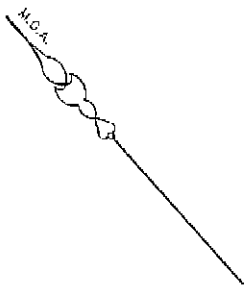
Lengths are in metres. Reduction Ratio 1:200

Registered
16-7-2012

SP86957

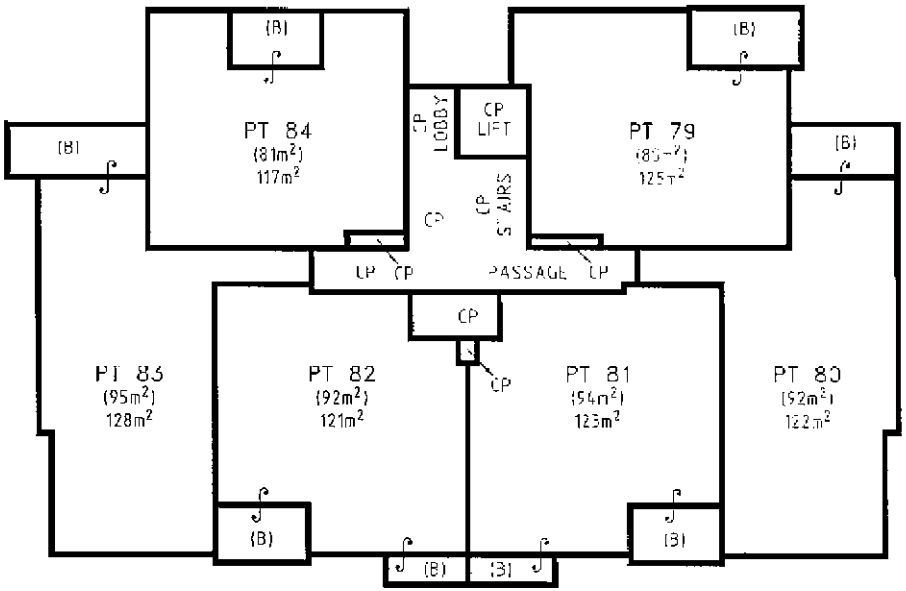
10 20 30 40 50 Table of mm 90 100 110 120 130 140

//warriewood-18BoondahSTG2/Final/BldgsA3



LEVEL 2

BUILDING 'A'



(B) DENOTES BALCONY

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG2
Subdivision No: SC12005A

Lengths are in metres. Reduction Ratio 1:200

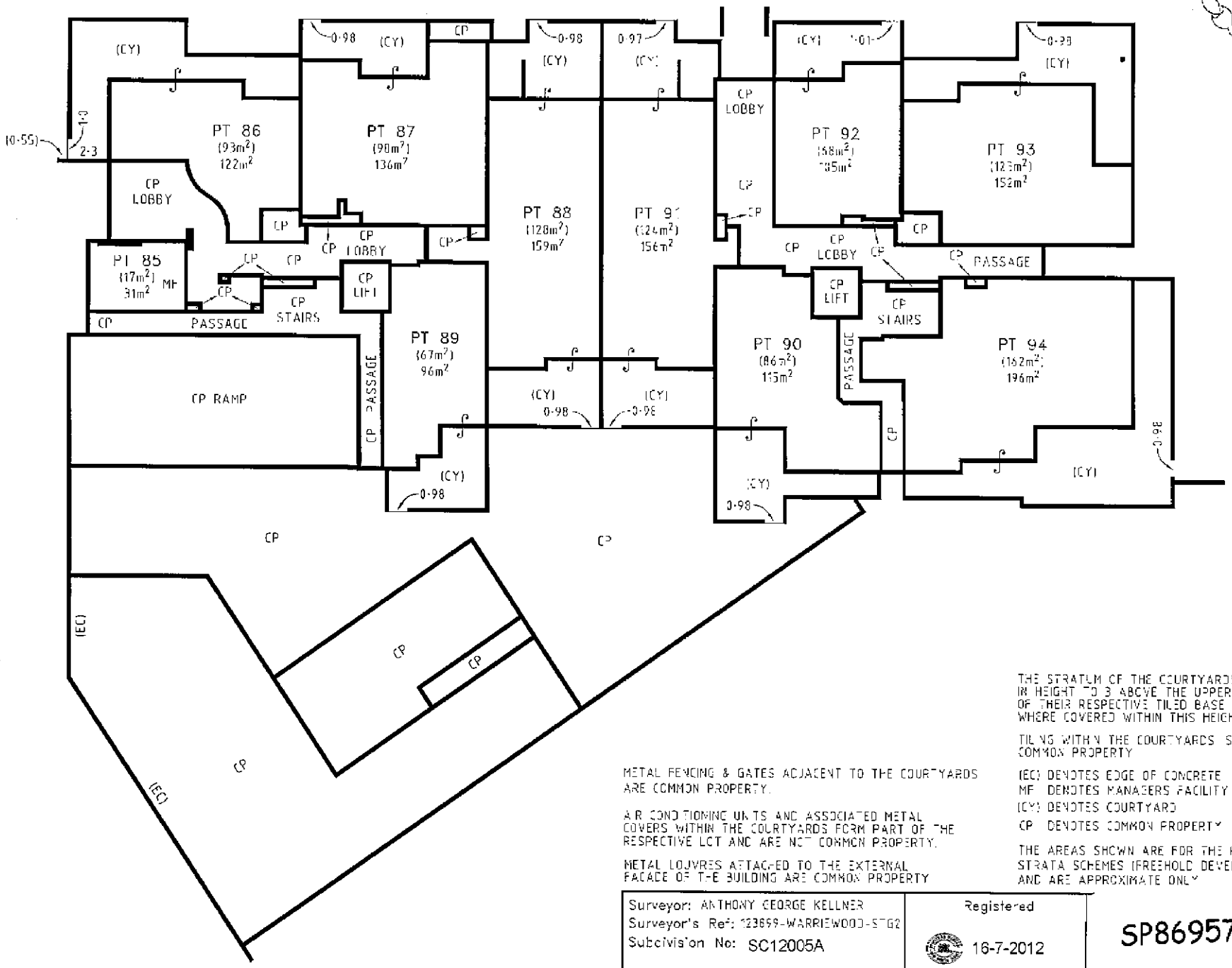
Registered 16-7-2012

SP86957

| 10 | 20 | 30 | 40 | 50 | Table of mm | 90 | 100 | 110 | 120 | 130 | 140 |

//Warriewood-18Boondah STG2/Final/BldgsAD

GROUND LEVEL
BUILDING 'D'



THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE COURTYARDS IS COMMON PROPERTY

METAL FENCING & GATES ADJACENT TO THE COURTYARDS ARE COMMON PROPERTY.

AIR CONDITIONING UNITS AND ASSOCIATED METAL COVERS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

(EC) DENOTES EDGE OF CONCRETE
MF DENOTES MANAGERS FACILITY
(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY

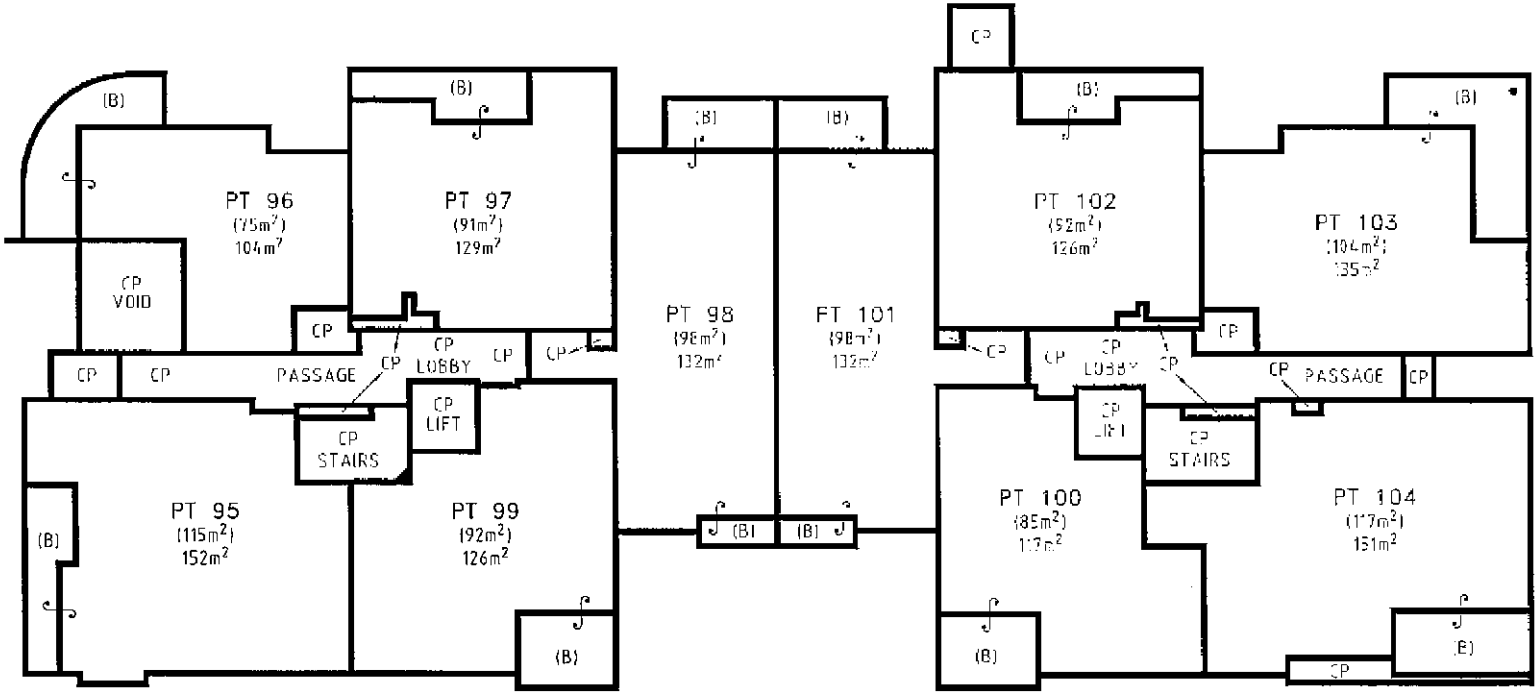
Surveyor: ANTHONY GEORGE KELLNER Surveyor's Ref: 123899-WARRIEWOOD-STG2 Subdivision No: SC12005A Lengths are in metres. Reduction Ratio 1:200	Registered 16-7-2012	SP86957

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-183pondchSTG2/Final/BldgsAD

LEVEL 1

BUILDING 'D'



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG2
Subdivision No: SC12005A

Lengths are in metres. Reduction Ratio 1:200

Registered
16-7-2012

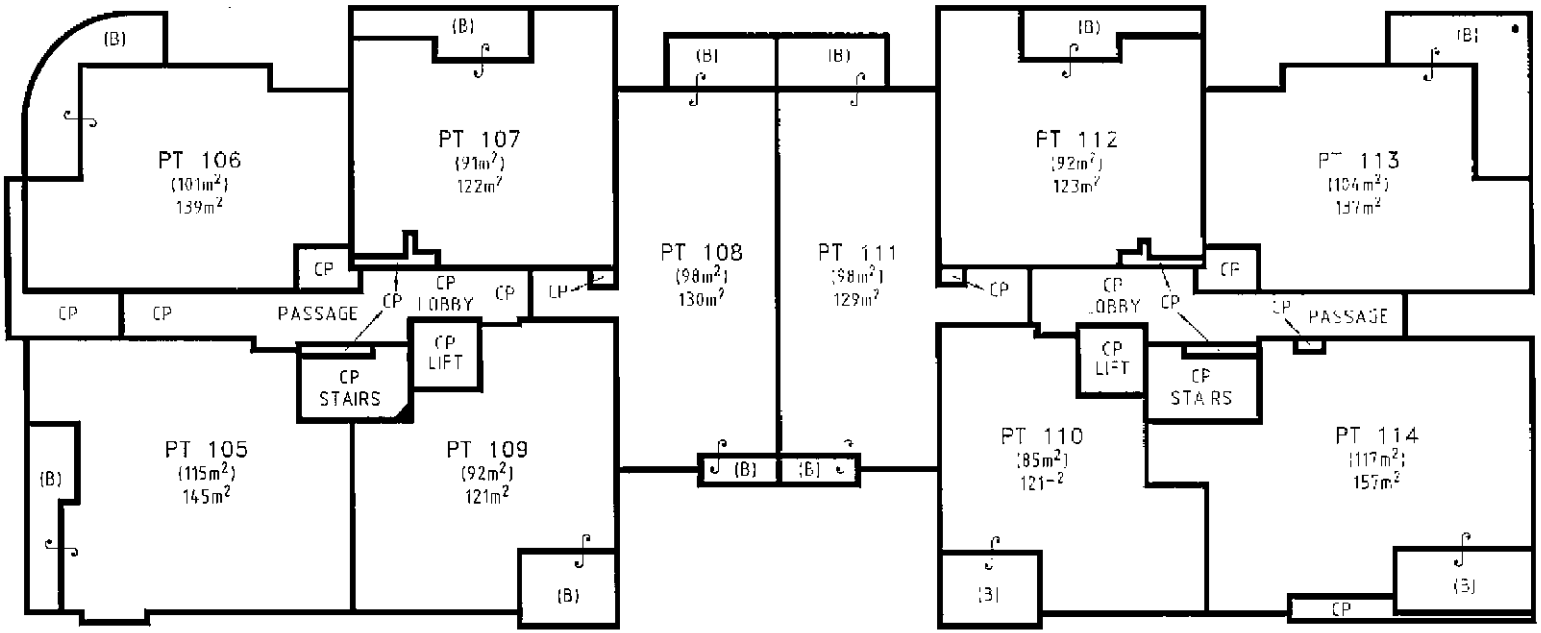
SP86957

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-18BoondahSTG2/Final/BldgsAD

LEVEL 2

BUILDING 'D'



(B) DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123699-WARRIEWOOD-STG2
Subdivision No: SC12005A

Lengths are in metres. Reduction Ratio 1:200

Registered 16-7-2012

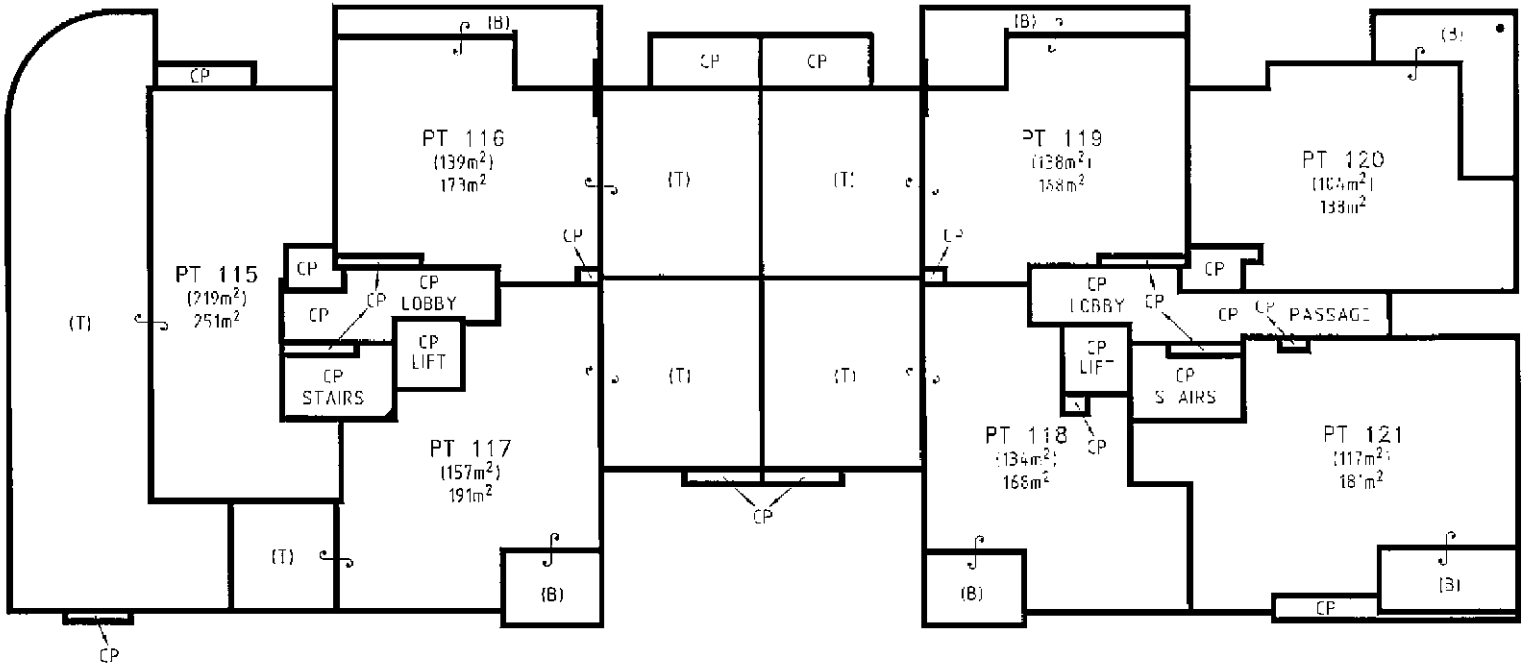
SP86957

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-18BondchSTG2/Final/BldgsAD

LEVEL 3

BUILDING 'D'



(B) DENOTES BALCONY (COVERED)
(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE TERRACES & BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

THE STRUCTURE OF THE PERGOLAS WITHIN THE TERRACES IS COMMON PROPERTY

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG2
Subdivision No: SC12005A
Lengths are in metres. Reduction Ratio 1:200

Registered
16-7-2012

SP86957

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-183acrdahSTG2/Final/BldgsAD

DEVELOPMENT LOT
CARPARKING LEVEL & BELOW

POINTS DENOTED 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z', 'A1', 'B1', 'C1', 'D1' & 'E1' ARE COINCIDENT WITH SIMILAR POINTS ON THE CARPARKING & BELOW LOCATION PLAN AND THE PARCEL BOUNDARIES

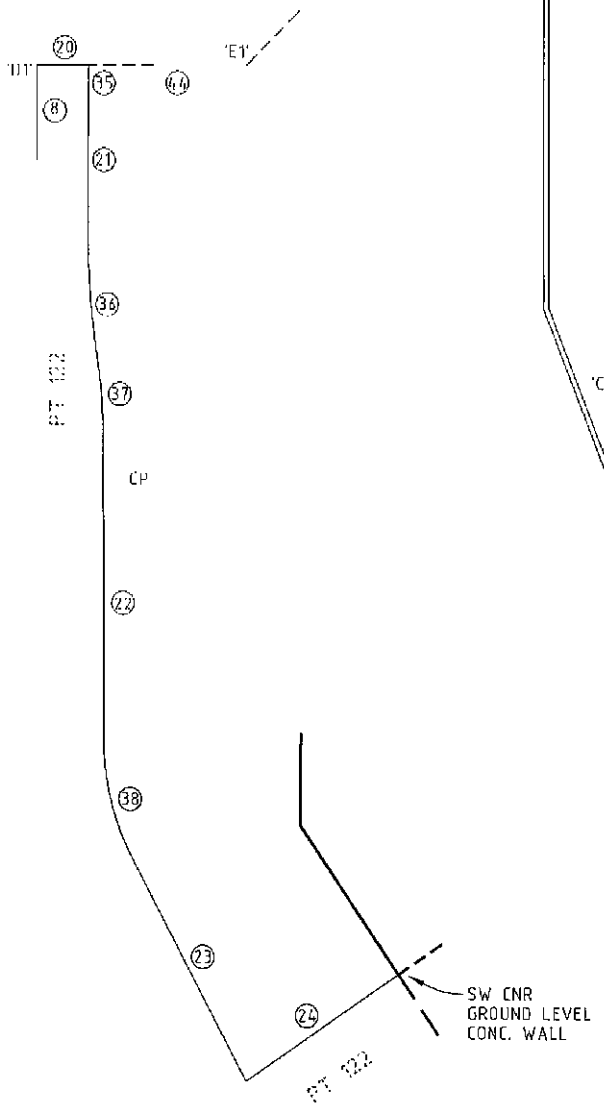
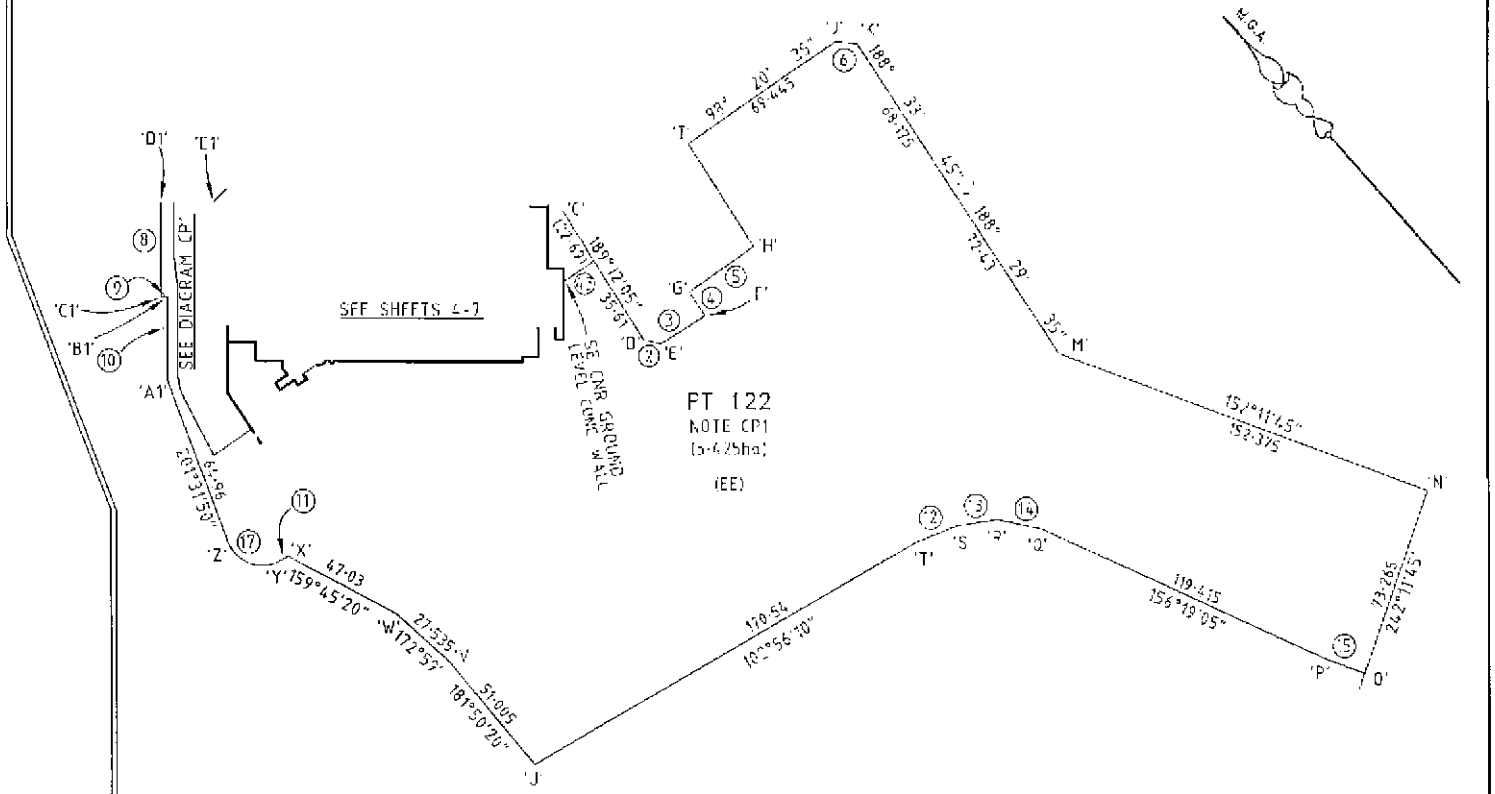


DIAGRAM CP1
NOT TO SCALE



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6·655
3	100°35'20"	20·085
4	8°32'	10·915
5	98°20'35"	30·48
6	139°39'30"	8·41
8	222°26'15"	35·765
9	132°26'15"	2·315
10	222°26'15"	31·335
11	104°26'	3·8
12	111°28'10"	17·95
13	124°05'20"	15·63
14	143°41'20"	17·07
15	152°11'45"	17·745
20	132°26'15"	4·92
21	222°26'15"	16·405
22	222°24'10"	28·305
23	194°33'10"	23·245
24	98°21'	17·805
43	99°12'05"	14·335
44	(152°11'45"	15·395)

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°[illegible]0'	21·795	24·565	14·5
35	221°[illegible]3'	1·955	1·955	45·65
36	217°14'30"	8·68	8·685	81·605
37	217°53'	8·345	8·36	43·4
38	208°[illegible]5'40"	1[illegible]·55	1·66	24·53

THE STRATUM OF PT 122 (NOTE CP1) IS LIMITED IN HEIGHT TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO GROUND LEVEL SLAB AND IS LIMITED IN DEPTH TO 50 BELOW THAT UPPER SURFACE.

(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (SP 86992)
LOT 122 IS A DEVELOPMENT LOT

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG2
Subdivision No: SC12005A

Lengths are in metres Reduction Ratio 1:2,000

Registered
16-7-2012

SP86957

10 20 30 40 50 Table of mm 90 100 110 120 130 140

//Warriewood-18BoondahSTG2/Final/B.dgsAD

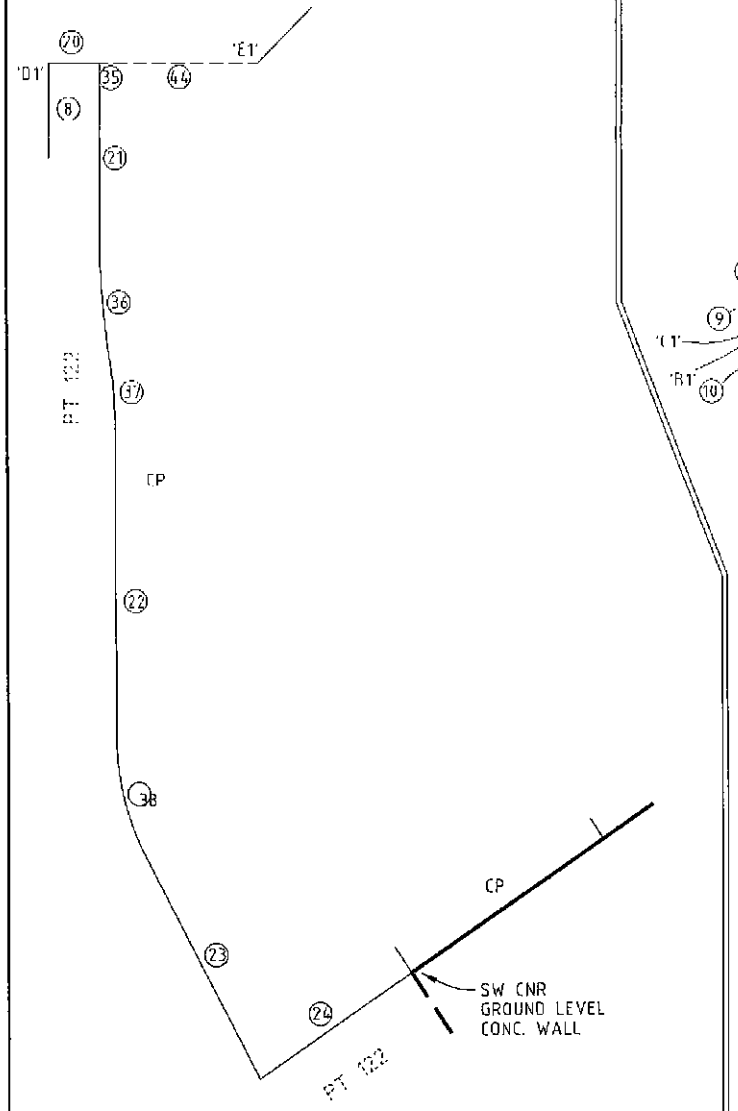
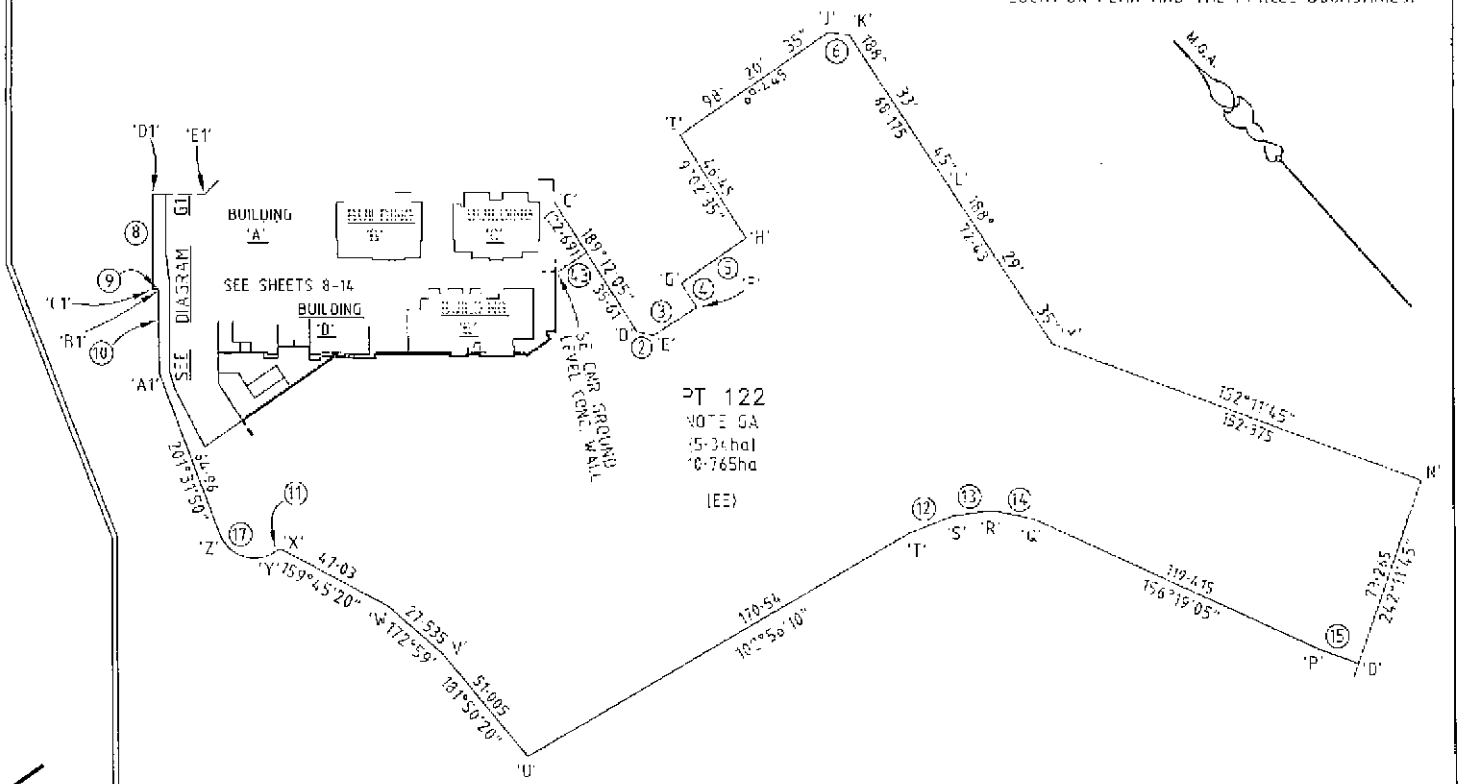


DIAGRAM G1
NOT TO SCALE

DEVELOPMENT LOT
GROUND LEVEL & ABOVE

POINTS DENOTED 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z', 'A1', 'B1', 'C1', 'D1' & 'E1' ARE COINCIDENT WITH SIMILAR POINTS ON THE GROUND LEVEL & ABOVE LOCATION PLAN AND THE PARCEL BOUNDARIES.



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6·655
3	100°35'20"	20·085
4	8°32'	10·915
5	98°20'35"	30·48
6	139°39'30"	8·41
8	222°26'15"	35·765
9	132°26'15"	2·315
10	222°26'15"	31·335
11	104°26'	3·8
12	111°28'10"	17·95
13	124°05'20"	15·63
14	143°41'20"	17·07
15	152°11'45"	17·745
20	132°26'15"	4·92
21	222°26'15"	16·405
22	222°24'10"	28·305
23	194°33'10"	23·245
24	98°21'	17·805
43	99°12'05"	14·335
44	(152°11'45"	15·395)

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°[illegible]'0"	21·795	24·665	14·5
35	221°[illegible]'3"	[illegible]·955	1·955	45·65
36	217°[illegible]'30"	8·68	8·685	21·605
37	217°53'	8·345	8·36	23·4
38	208°15'40"	[illegible]·55	11·66	24·53

THE STRATUM OF PT 122 (NOTE 6A) IS LIMITED IN DEPTH TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO GROUND LEVEL SLAB AND IS LIMITED IN HEIGHT TO 100 ABOVE THAT LOWER SURFACE.

(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (SP 86892)
LOT 122 IS A DEVELOPMENT LOT
(EC) DENOTES EDGE OF CONCRETE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

10	20	30	40	50	Table of mm	90	100	110	120	130	140

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG2
Subdivision No: SC12005A
Lengths are in metres. Reduction Ratio 1:2,000

Registered
16-7-2012

SP86957

//warriewood-18bondchSTG2/Fina./BldgsAC

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 86892

Only

SP86957 S

Office Use Only

Registered: 16-7-2012

Purpose: STRATA SUBDIVISION

PLAN OF

SUBDIVISION OF LOT 66 SP 86892

The adopted by-laws for the scheme are:

~~*^ ..... Model By-laws.~~
~~*together with, keeping of animals: Option *A/*B/*C~~
~~*By-laws in _____ sheets filed with plan.~~

strike out whichever is inapplicable
Insert the type to be adopted (Schedule 1 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

(1) ~~*The Council of .....~~
*The Accredited Certifier Saeid Askarian
Accreditation Number BPB 0014
has made the required inspections and is satisfied that the requirements of,

*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata schemes (Freehold Development) Regulation 2007,

*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986~~ and clause 30A of the Strata schemes (Leasehold Development) Regulation ~~2007,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

*(2) ~~The accredited certifier is satisfied that the plan is consistent with a~~ relevant development consent in force, ~~and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~

*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevent development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

~~*(4) The building encroaches on a public place and,~~

~~*(a) The Council does not object to the encroachment of the building beyond the alignment of~~

~~.....~~

~~*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.~~

*(5) ~~This approval is given on the condition that lot(s)^ ..... are~~ created as utility lots in accordance with ~~section 39 of the strata schemes (Freehold Development) Act 1973~~ or section 68 of the Strata Schemes ~~(Leasehold Development) Act 1986.~~

Date 22/6/2012

Subdivision No. SC 12005A

Relevant Development Consent No. MP 0177

Issued by Department of Planning and Infrastructure

~~Authorised Person/General Manager~~/Accredited Certifier

* Strike through if inapplicable.
^ Insert lot numbers of proposed utility lots.

LGA: PITTWATER
Locality: WARRIEWOOD
Parish: NARRABEEN
County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, ANTHONY GEORGE KELLNER
of JBW Surveyors Pty Ltd
ACN 001 149 373
a surveyor registered under the *Surveying and Spatial Information Act, 2002*, hereby certify that:

(1) Each applicable requirement of
*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~

has been met;

(2) ~~*(a) the building encroaches on a public place,~~
~~*(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ^ ..... to permit the encroachment to remain.~~

(3) *the survey information recorded in the accompanying location plan is accurate.

Signature:

Date: 15TH JUNE 2012

* Strike through if inapplicable.
^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG2

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

Only

PLAN OF
SUBDIVISION OF LOT 66 SP 86892

SP86957

Office Use Only

Registered: 16-7-2012

Strata Certificate Details: Subdivision No: SC 12005A Date: 22/6/2012

SCHEDULE OF UNIT ENTITLEMENT
(if insufficient space use additional annexure sheet)

BUILDING 'A'

LOT	UE
67	45
68	45
69	46
70	46
71	45
72	45
73	45
74	45
75	46
76	46
77	45
78	45
79	45
80	45
81	46
82	46
83	45
84	45

BUILDING 'D'

LOT	UE
85	8
86	36
87	45
88	46
89	35
90	38
91	45
92	35
93	45
94	51
95	50
96	35
97	45
98	45
99	45
100	44
101	45
102	45
103	45
104	50
105	50
106	45
107	45
108	45
109	45
110	45
111	45
112	45
113	45
114	50

LOT	UE
115	49
116	47
117	48
118	47
119	47
120	45
121	50
122	14,635

AGGREGATE 17,077

WARNING STATEMENT REGARDING THE INITIAL SCHEDULE OF UNIT ENTITLEMENT

The Schedule of Unit Entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28AAA Strata Schemes (Freehold Development) Act 1973 or section 57AAA Strata Schemes (Freehold Development) Act 1986.

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG2

...ill lead to rejection

STRATA PLAN ADMINISTRATION SHEET

se Only

PLAN OF
SUBDIVISION OF LOT 66 SP 86892

SP86957

Office Use Only

Registered: 16-7-2012

Strata Certificate Details: Subdivision No: SC 12005A Date: 22/6/2012

SCHEDULE OF UNIT ENTITLEMENT

(if insufficient space use additional annexure sheet)

MERITON PROPERTY MANAGEMENT PTY. LIMITED A.C.N. 002 298 464 Seal Common

ROBYN McCULLY

SECRETARY

Peter Spira

DIRECTOR

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG2

STRATA PLAN ADMINISTRATION SHEET

e Only

PLAN OF
SUBDIVISION OF LOT 66 SP 86892

SP86957

Office Use Only

Registered: 16-7-2012

Strata Certificate Details: Subdivision No: SC/2005A Date: 22/6/2012

References to door numbers have not been investigated in the Department of Lands and do not form part of the plan for the purpose of the Strata Schemes (Freehold Development) Act 1973

SCHEDULE OF LOT NUMBERS & DOOR NUMBERS

BUILDING 'A'

LOT	DOOR
67	G01
68	G02
69	G03
70	G04
71	G05
72	G06
73	101
74	102
75	103
76	104
77	105
78	106
79	201
80	202
81	203
82	204
83	205
84	206

BUILDING 'D'

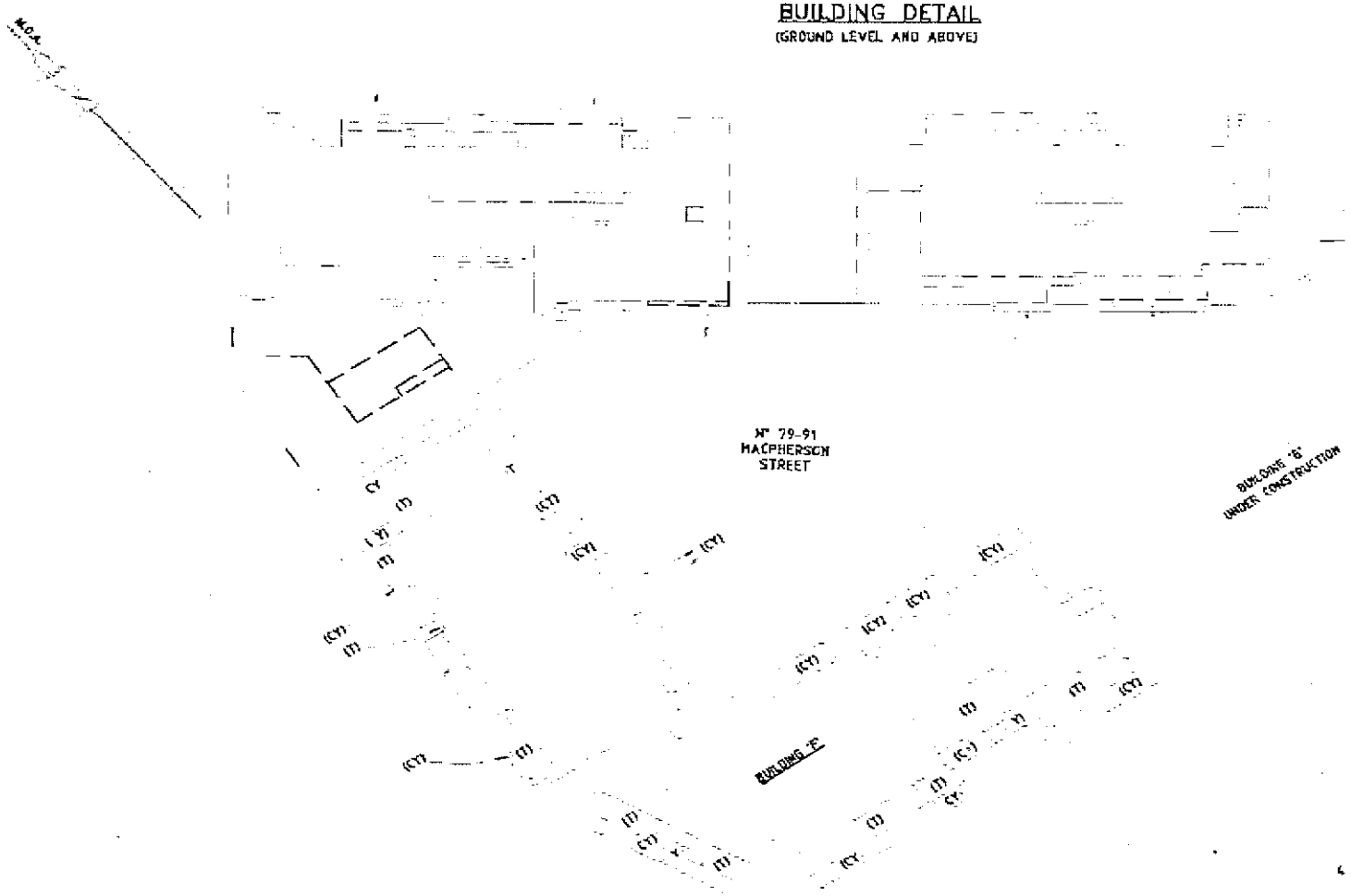
LOT	DOOR
85	MF
86	G22
87	G23
88	G24
89	G25
90	G28
91	G29
92	G30
93	G31
94	G32
95	122
96	123
97	124
98	125
99	126
100	128
101	129
102	130
103	131
104	132
105	222
106	223
107	224
108	225
109	226
110	228
111	229
112	230
113	231
114	232

LOT	DOOR
115	322
116	323
117	324
118	328
119	329
120	330
121	331
122	DEV

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG2

BUILDING DETAIL

(GROUND LEVEL AND ABOVE)



BUILDING 'F':
4 LEVEL CONCRETE, BRICK & RENDERED
BRICK RESIDENTIAL BUILDING WITH
1 LEVEL OF CARPARKING
UNDER & PLANT AREAS OVER

DENOTES BALCONY
DENOTES TERRACE
DENOTES COURTYARD

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG2
Subdivision No: SC12005B
Lengths are in metres. Reduction Ratio 1:500

Registered
25.2013

SP88030

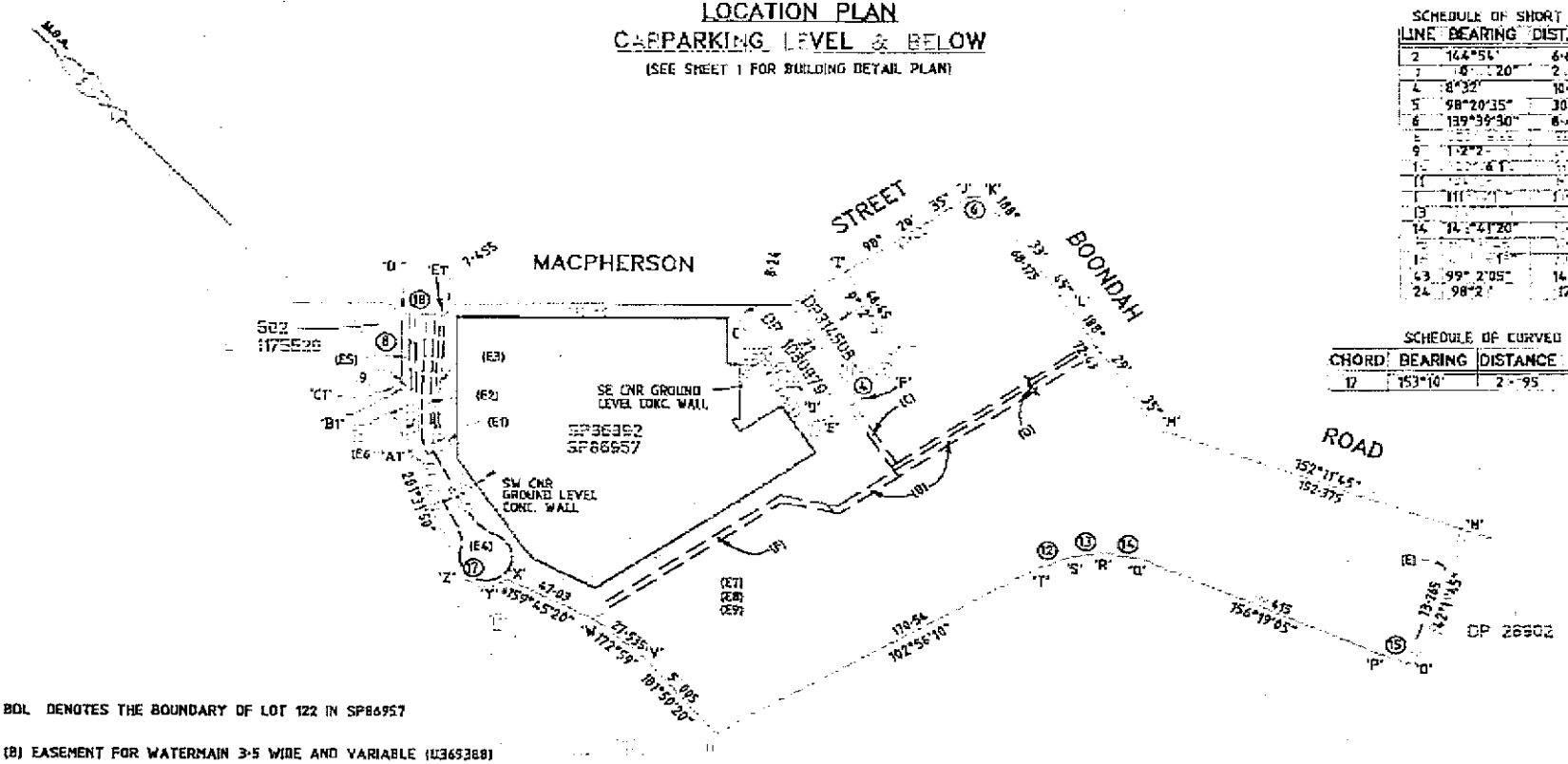
REF:2012 M7600(101)

//Warriewood-18SecondaryStg3/Final/B.dgF

LOCATION PLAN

CARPARKING LEVEL & BELOW

(SEE SHEET 1 FOR BUILDING DETAIL PLAN)



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6·655
3	[illegible]	[illegible]
4	8°32'	10·915
5	98°20'35"	30·48
6	139°39'30"	8·41
[illegible]	[illegible]	[illegible]
13	[illegible]	[illegible]
14	14°41'20"	[illegible]
[illegible]	[illegible]	[illegible]
23	99° 2'05"	14·335
24	98°2[illegible]	17·805

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°10'	2[illegible]·95	24·865	14[illegible]

BDL DENOTES THE BOUNDARY OF LOT 122 IN SP86957

(B) EASEMENT FOR WATERMAIN 3·5 WIDE AND VARIABLE (U369388)
(C) RIGHT OF CARRIAGEWAY 3 WIDE (DP 1080979)
(D) RIGHT OF CARRIAGEWAY 6 WIDE (DP 1080979)
(E) PROPOSED EASEMENT FOR SEWER 8 WIDE (SEE DP 599348)
(F) PROPOSED EASEMENT FOR WATERMAIN 3·5 WIDE & VARIABLE (SEE DP 637078)

(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5·3 WIDE AND VARIABLE WIDTH (DP 1174413)
(E2) RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH (DP 1174413)
(E3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE (DP 1174413)

(E4) RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH (DP 1175520)
(E5) EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH (DP 1175520)
(E6) EASEMENT TO DRAIN WATER (E6) 2·5 WIDE (DP 1175520)
(E7) EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT) (DP 1175520)
(E8) EASEMENT FOR WASTE COLLECTION (ENTIRE LOT) (DP 1175520)
(E9) EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT) (DP 1175520)

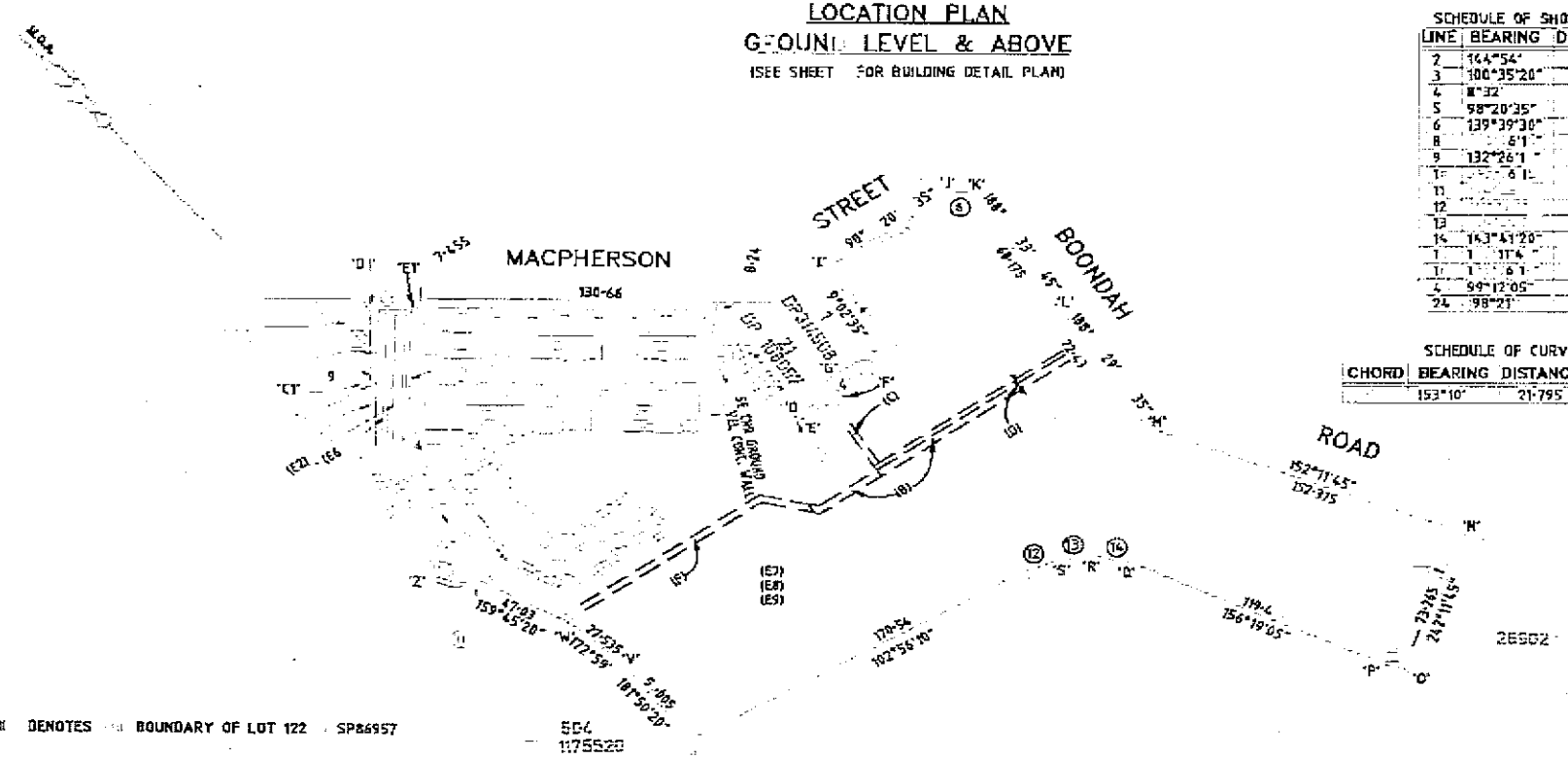
Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG3
Subdivision No: SC120058
Lengths are in metres. Reduction Ratio 1:2,000

Registered 2.5.2013

SP88030

//Warriewood-18Boondah STG3/Fina./B.dgF

LOCATION PLAN
GROUND LEVEL & ABOVE
(SEE SHEET FOR BUILDING DETAIL PLAN)



SD4
1175520

LINE	BEARING	DISTANCE
2	144°54'	6·655
3	100°35'20"	20·085
4	[illegible]°32'	10·915
5	98°20'35"	30·48
6	139°39'30"	8·41
8	[illegible]	[illegible] 65
9	132°26'1[illegible]"	2·315
[illegible]	[illegible]	[illegible]
11	[illegible]	3·8
12	[illegible]	[illegible]·9
13	[illegible]	[illegible]·6
14	143°41'20"	17·07
[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]
[illegible]	99°12'05"	14·335
24	98°21'	17·805

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
[illegible]	153°10'	21·795	24·665	14·[illegible]

BD DENOTES BOUNDARY OF LOT 122 SP86957

EASEMENT FOR WATERMAIN 3·5 WIDE AND VARIABLE (U369388)
(C) RIGHT OF CARRIAGEWAY 3 WIDE (DP 1080979)
(D) RIGHT OF CARRIAGEWAY 6 WIDE (DP 1080979)
PROPOSED EASEMENT FOR SEWER 8 WIDE (SEE DP 599348)
PROPOSED EASEMENT FOR WATERMAIN 3·5 WIDE & VARIABLE (SEE DP 637078)

(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5·3 WIDE AND VARIABLE WIDTH (DP 1174413)
(E2) RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH (DP 1174413)
(E3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE (DP 1174413)

(E4) RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH (DP 1175520)
(E5) EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH (DP 1175520)
(E6) EASEMENT TO DRAIN WATER (E6) 2·5 WIDE (DP 1175520)
(E7) EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT) (DP 1175520)
(E8) EASEMENT FOR WASTE COLLECTION (ENTIRE LOT) (DP 1175520)
(E9) EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT) (DP 1175520)

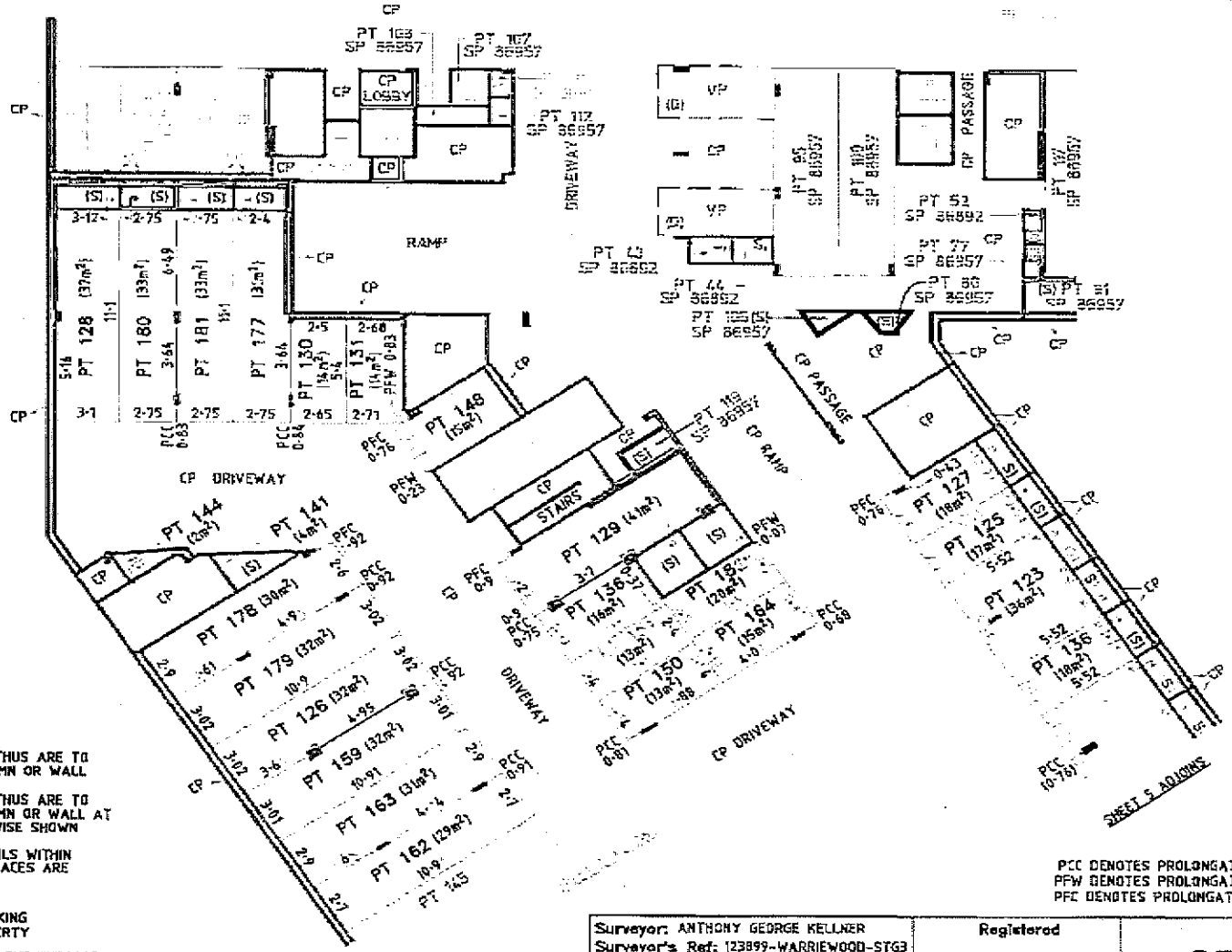
BUILDING 'F'
LEVEL CONCRETE, BRICK & RENDERED
BRICK RESIDENTIAL BUILDING WITH
1 LEVEL OF CARPARKING
UNDER & PLANT AREAS OVER

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG3
Subdivision No: SC120058
Lengths are in metres. Reduction Ratio 1:2,000

Registered
2.5.2013

SP88030

CARPARK LEVEL



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

METAL BOLLARDS & HANDRAILS WITHIN OR ADJACENT TO THE CARSPACES ARE COMMON PROPERTY

(S) DENOTES STORE
(D) DENOTES DISABLED PARKING
CP DENOTES COMMON PROPERTY

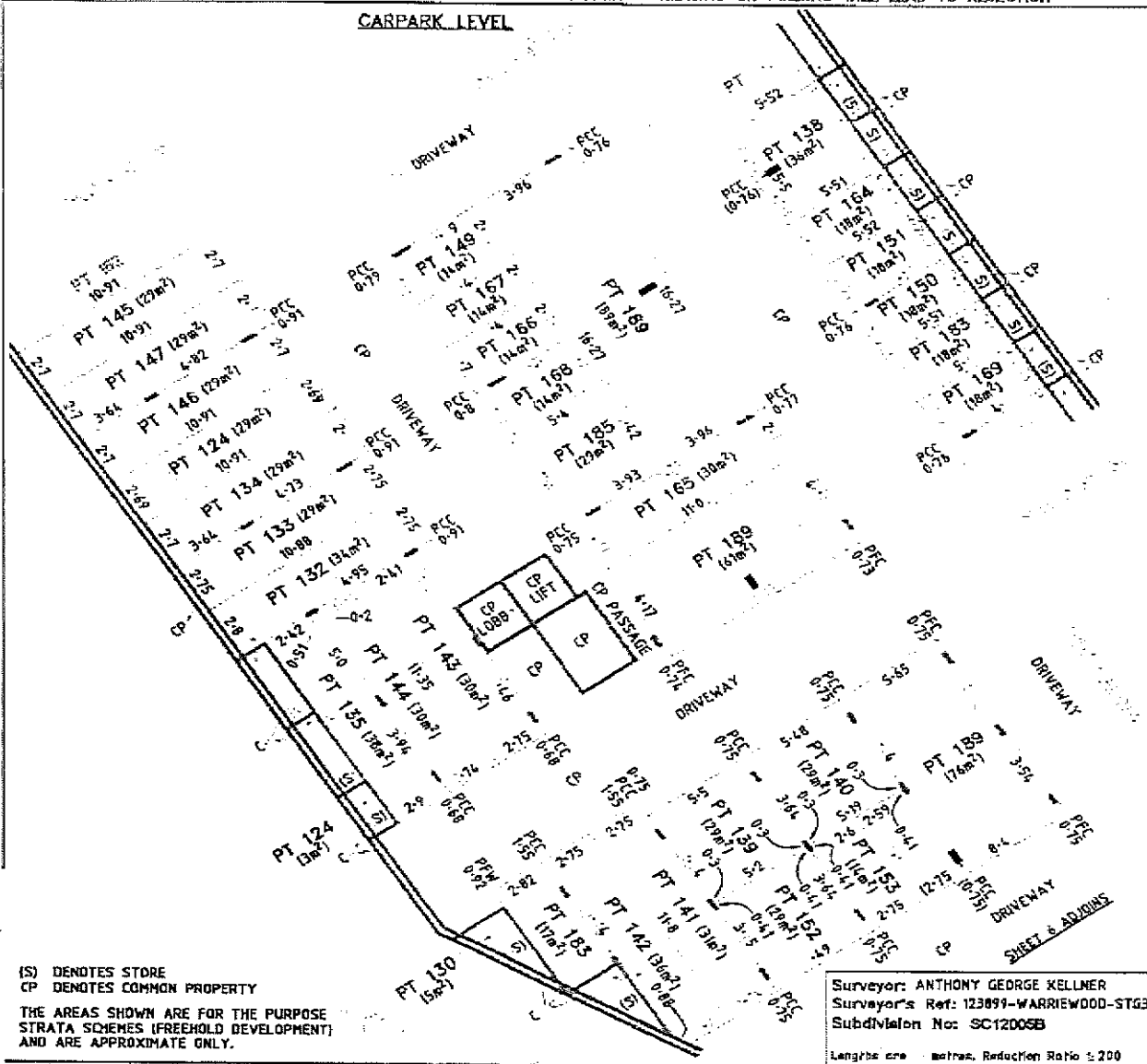
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL
PFC DENOTES PROLONGATION OF FACE OF COLUMN

Surveyor: ANTHONY GEORGE KELLNER Surveyor's Ref: 123899-WARRIEWOOD-STG3 Subdivision No: SC1200SB Lengths are in metres. Reduction Ratio 1:200	Registered 2.5.2013	SP88030

//Warriewood-188coondahST63/Fina./B.dgF

CARPARK LEVEL



LOT 189 IS A DEVELOPMENT

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

METAL BOLLARDS & HANDRAILS WITHIN OR ADJACENT TO THE CARSPACES ARE COMMON PROPERTY

PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE STRATA SCHEMES (FREEHOLD DEVELOPMENT) AND ARE APPROXIMATE ONLY.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG3
Subdivision No: SC12005B
Lengths are metres, Reduction Ratio 1:200

Registered 2.5.2013

SP88030

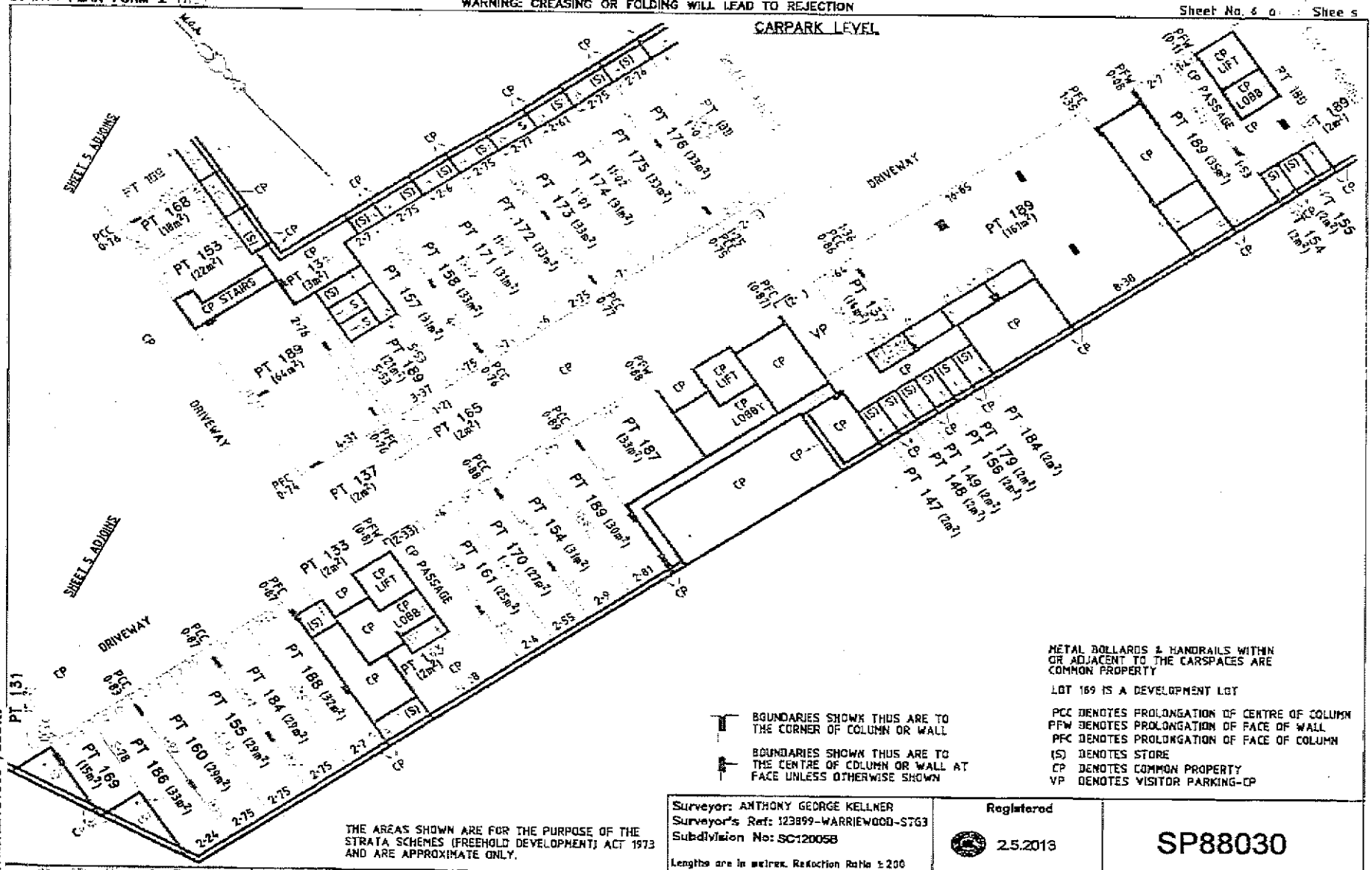
Req:R379944 /Doc:SP 0088030 P /Rev:02-May-2013 /Sts:SC.OK /Pgs:ALL /Prt:18-Sep-2017 11:56 /Seq:6 of 21
Ref:SA:LB:17583 /Src:M

STRATA PLAN FORM 2 (A3) SP88030

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of Sheets

CARPARK LEVEL



METAL BOLLARDS & HANDRAILS WITHIN OR ADJACENT TO THE CARSPACES ARE COMMON PROPERTY

LOT 169 IS A DEVELOPMENT LOT

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL
PFC DENOTES PROLONGATION OF FACE OF COLUMN
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY
VP DENOTES VISITOR PARKING-CP

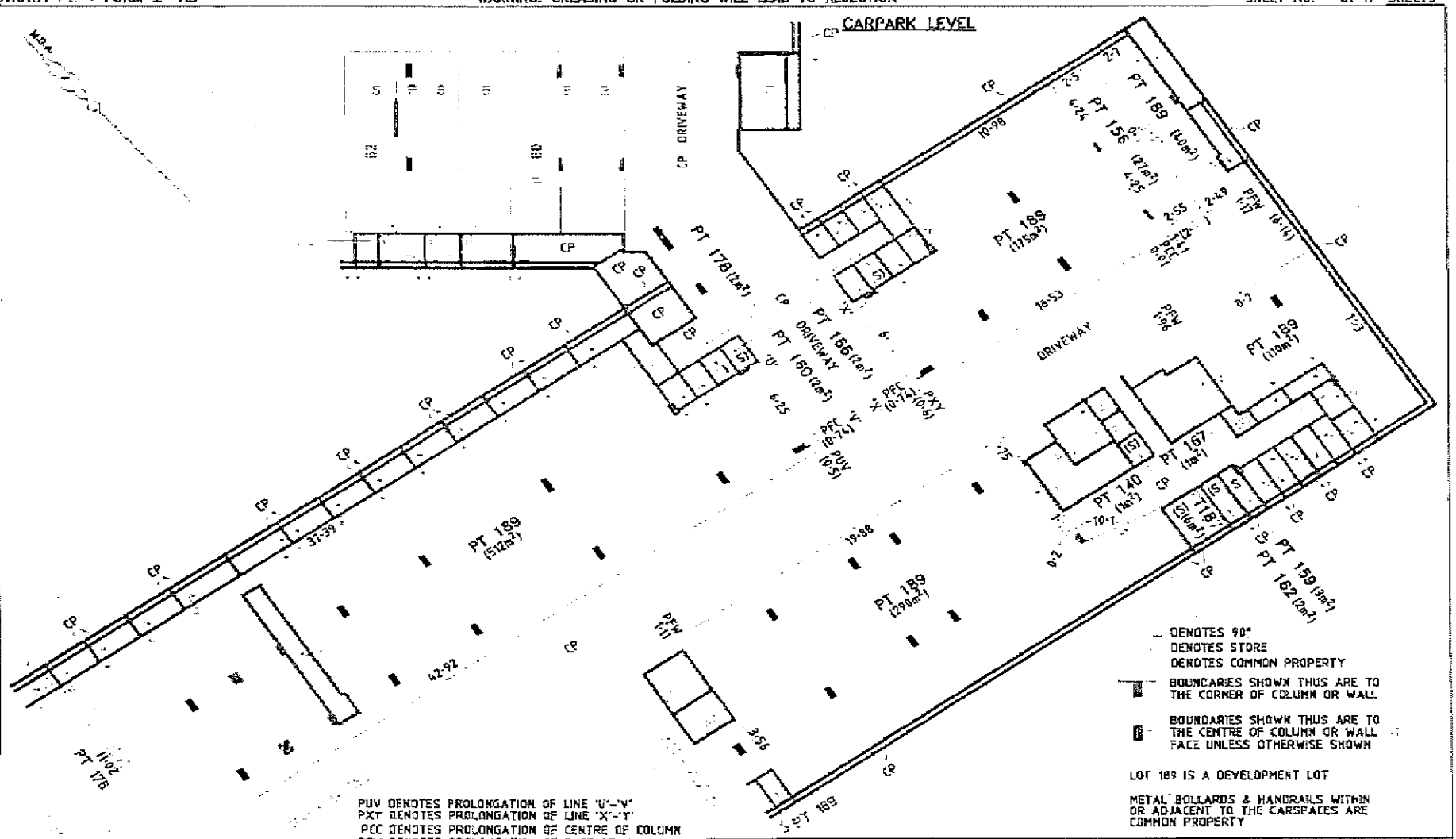
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG3
Subdivision No: SC120058
Lengths are in metres. Reduction Ratio 1:200

Registered
2.5.2013

SP88030

//Warriewood-18BoondahSTG3/Final/B.dgF



PUV DENOTES PROLONGATION OF LINE 'U'-'V'
PXY DENOTES PROLONGATION OF LINE 'X'-'Y'
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL
PFC DENOTES PROLONGATION OF FACE OF COLUMN

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

— DENOTES 90°
DENOTES STORE
DENOTES COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL FACE UNLESS OTHERWISE SHOWN

LOT 189 IS A DEVELOPMENT LOT

METAL BOLLARDS & HANDRAILS WITHIN OR ADJACENT TO THE CARSPACES ARE COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER Surveyor's Ref: 123899-WARRIEWOOD-STG3 Subdivision No: SC120058 Lengths are in metres. Reduction Ratio 1:200	Registered 2.5.2013	SP88030

//Warriewood-189BeaconAhSTG3/Fins../B.dgF

GROUND LEVEL
BUILDING 'F'

TILING WITHIN THE UNITS AND COURTYARDS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

PFW DENOTES PROLONGATION OF FACE OF WALL

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

AIR CONDITIONING UNITS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

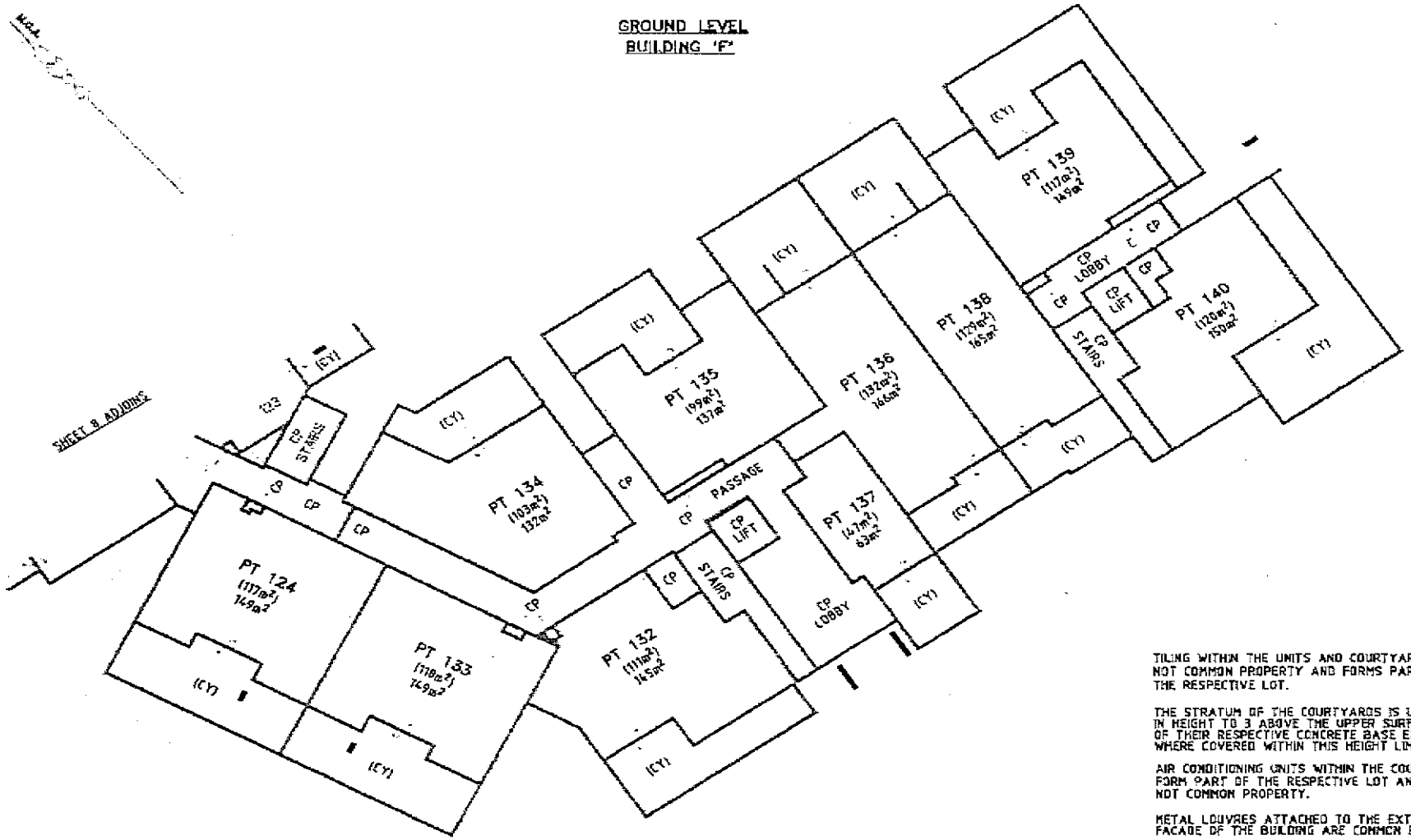
Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG3
Subdivision No: SC120058

Lengths are in metres. Reduction Ratio 1:200

Registered
25.2013

SP88030

GROUND LEVEL
BUILDING 'F'



TILING WITHIN THE UNITS AND COURTYARDS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

AIR CONDITIONING UNITS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

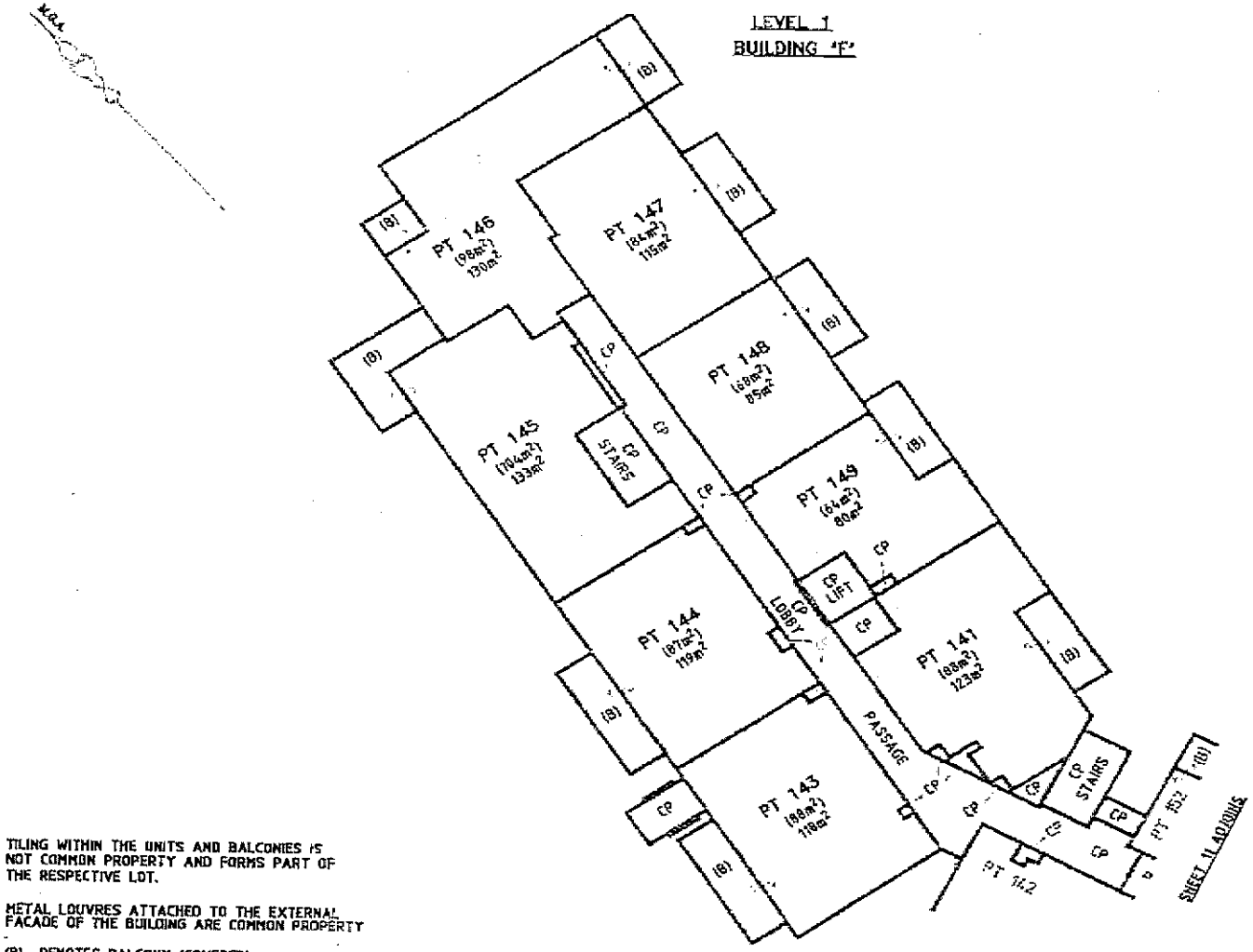
METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: ANTHONY GEORGE KELLNER Surveyor's Ref: 123899-WARRIEWOOD-STG3 Subdivision No: SC120058 Lengths are in metres. Reduction Ratio 1:200	Registered 2.5.2013	SP88030

//Warriewood-MBaoda:STG3/Fine./8.dgf



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

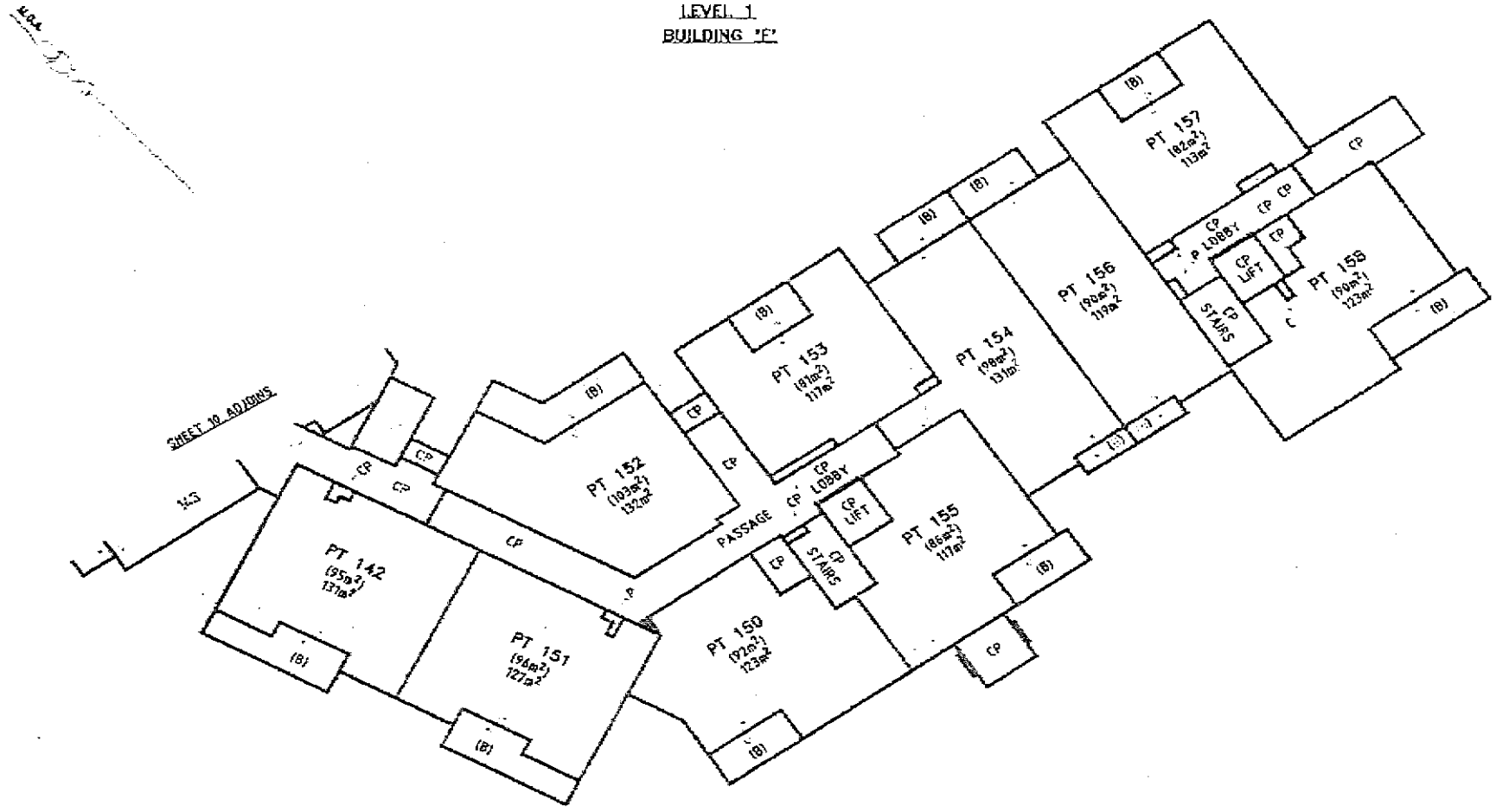
Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123859-WARRIEWOOD-STG3
Subdivision No: SC120058

Lengths are in metres. Reduction Ratio 1:200

Registered 2.5.2013

SP88030

LEVEL 1
BUILDING 'E'



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

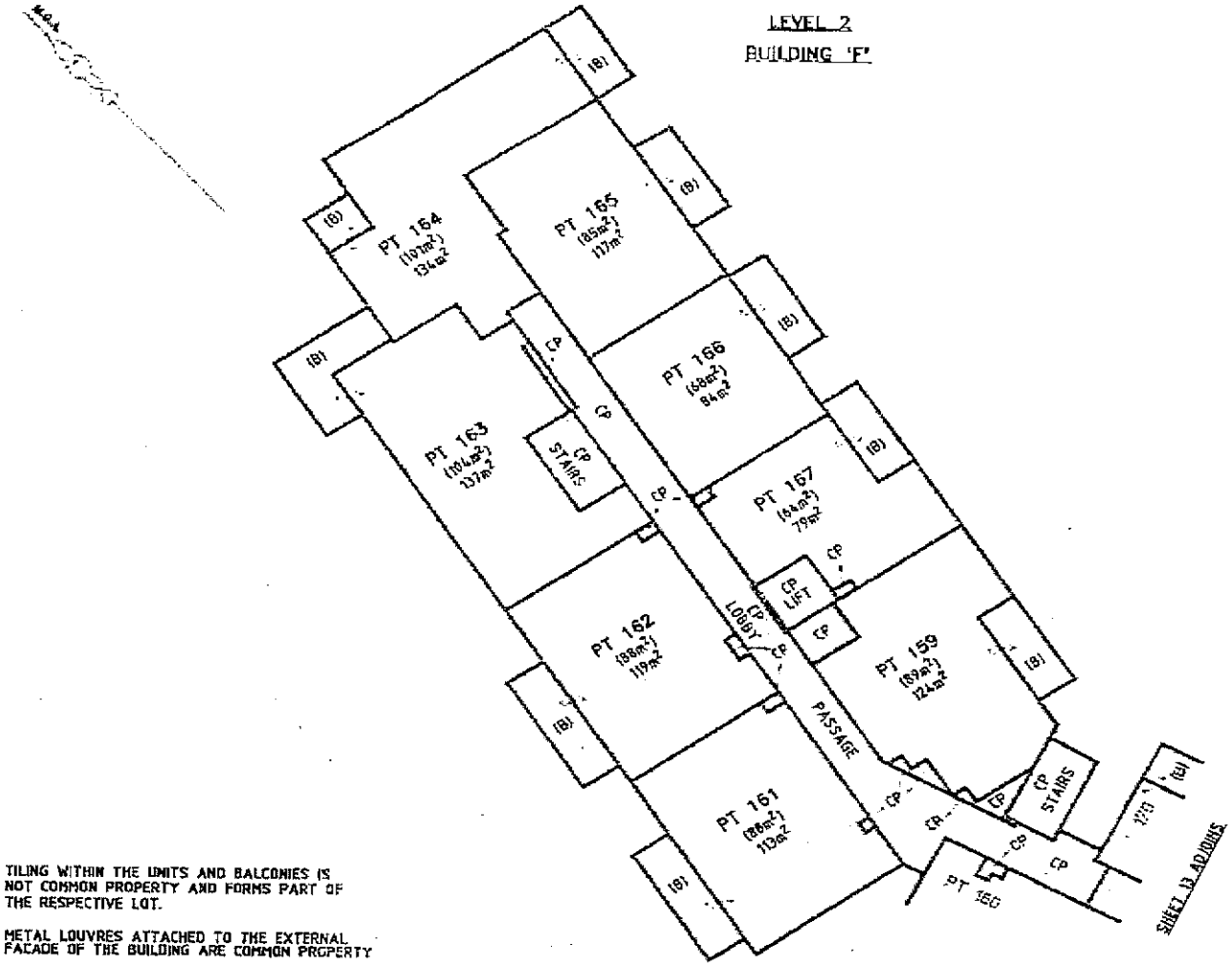
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER Surveyor's Ref: 123899-WARRIEWOOD-STG3 Subdivision No: SC12006B Lengths are in metres. Reduction Ratio	Registered 2.5.2013	SP88030

//Warriewood-18Seandan\STG3/Fina_/B.dgF



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

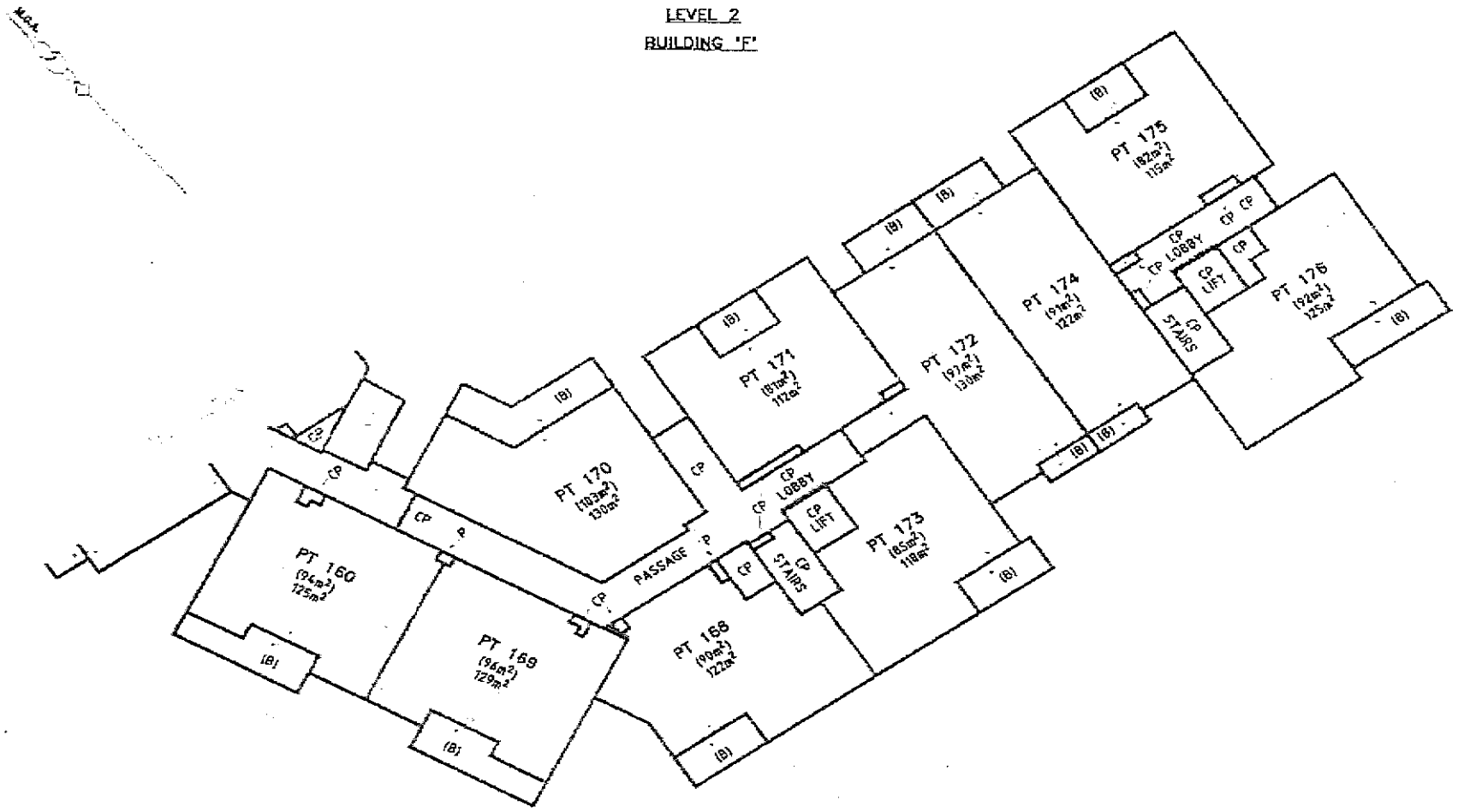
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG3
Subdivision No: SC120058
Lengths are in metres. Reduction Ratio 1:200

Registered
2.5.2013

SP88030

LEVEL 2
BUILDING 'F'



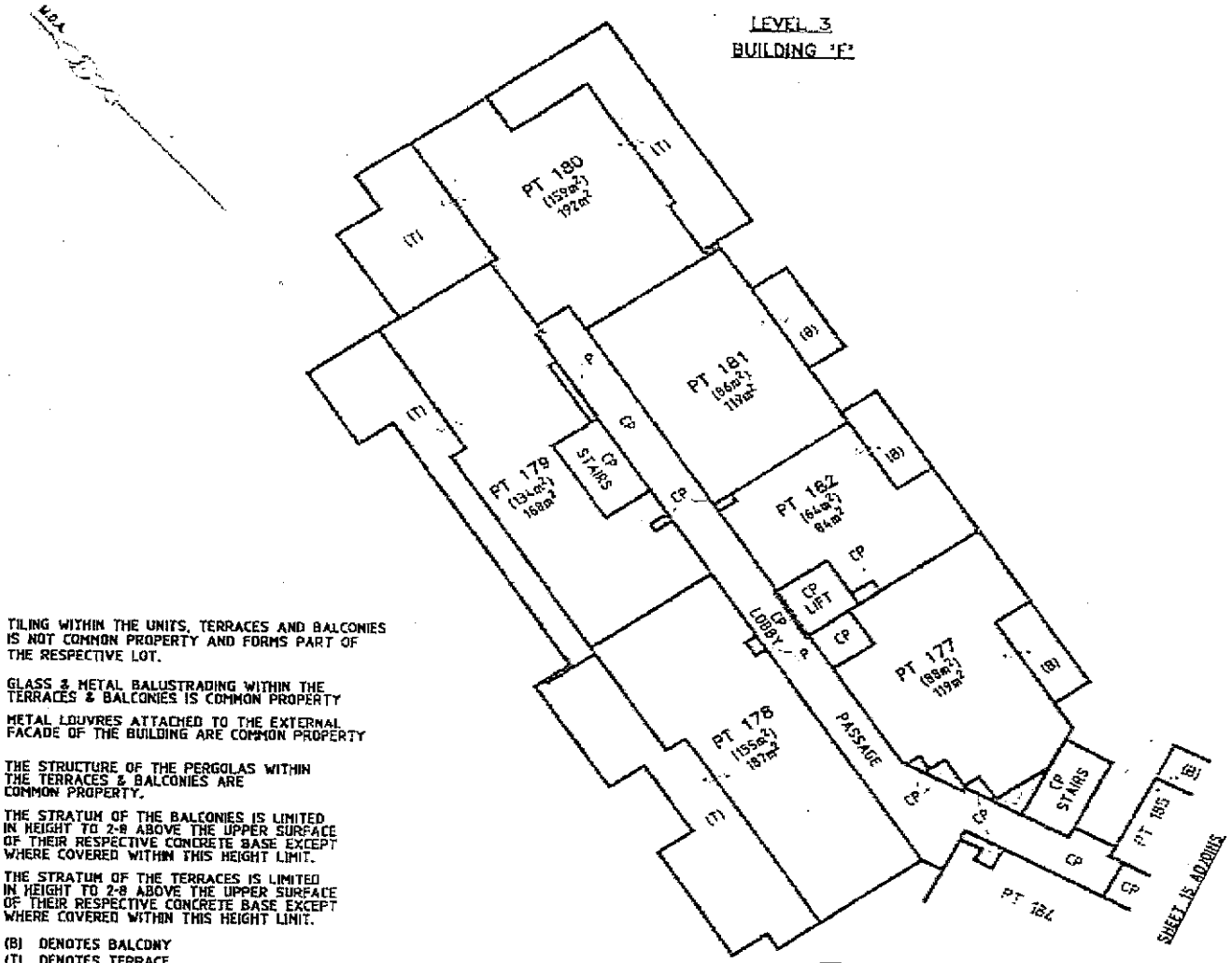
(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER Surveyor's Ref: 123899-WARRIEWOOD-STG3 Subdivision No: SC12005B Lengths are metres. Reduction Ratio 1:200	Registered 25.2013	SP88030



TILING WITHIN THE UNITS, TERRACES AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

GLASS & METAL BALUSTRADING WITHIN THE TERRACES & BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

THE STRUCTURE OF THE PERGOLAS WITHIN THE TERRACES & BALCONIES ARE COMMON PROPERTY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2·8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2·8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

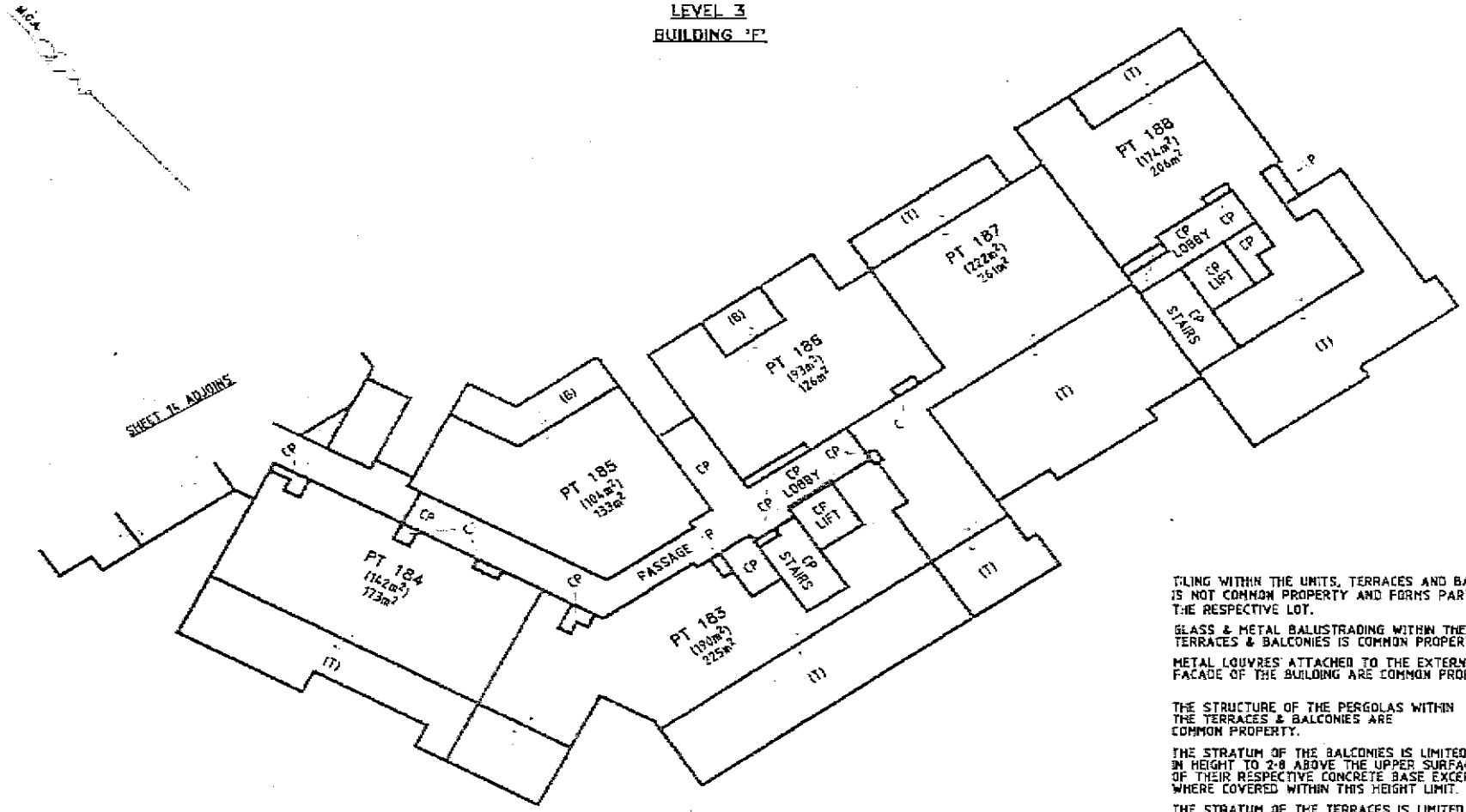
(B) DENOTES BALCONY
(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: ANTHONY GEORGE KELLNER Survayor's Ref: 123899-WARRIEWOOD-STG3 Subdivision No: SC12005B Lengths are Metres, Reduction Ratio 1:200	Registered 2.5.2013	SP88030

//Warriewood-18Boondah STG3/Fina./B.dgF

LEVEL 3
BUILDING 'F'



TILING WITHIN THE UNITS, TERRACES AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

GLASS & METAL BALUSTRADING WITHIN THE TERRACES & BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

THE STRUCTURE OF THE PERGOLAS WITHIN THE TERRACES & BALCONIES ARE COMMON PROPERTY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 2·8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 2·8 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

(B) DENOTES BALCONY
(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG3
Subdivision No: SC12005B
Lengths are in metres. Reduction Ratio 1:200

Registered 25.2013

SP88030

Table of

//Warriewood-18BoondahSTG3/Fno./B.dgF

STRATA PLAN FORM 2 (A3) SP88030

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF PT 189 (NOTE CP1) IS LIMITED IN HEIGHT TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO GROUND LEVEL SLAB AND IS LIMITED IN DEPTH TO 50 BELOW THAT UPPER SURFACE.

(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (SP 86892)
LOT 189 IS A DEVELOPMENT LOT

CP DENOTES COMMON PROPERTY

DEVELOPMENT LOT
CARPARKING LEVEL & BELOW

POINTS DENOTED 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z', 'A1', 'B1', 'C1', 'D1' & 'E1' ARE COINCIDENT WITH SIMILAR POINTS ON THE CARPARKING & BELOW LOCATION PLAN AND THE PARCEL BOUNDARIES.

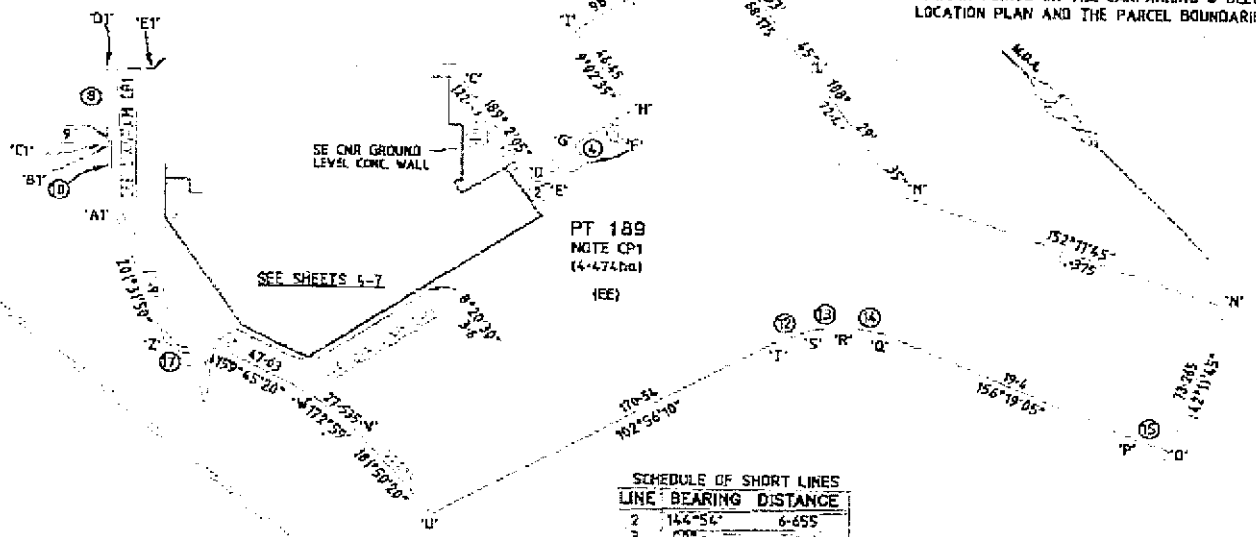
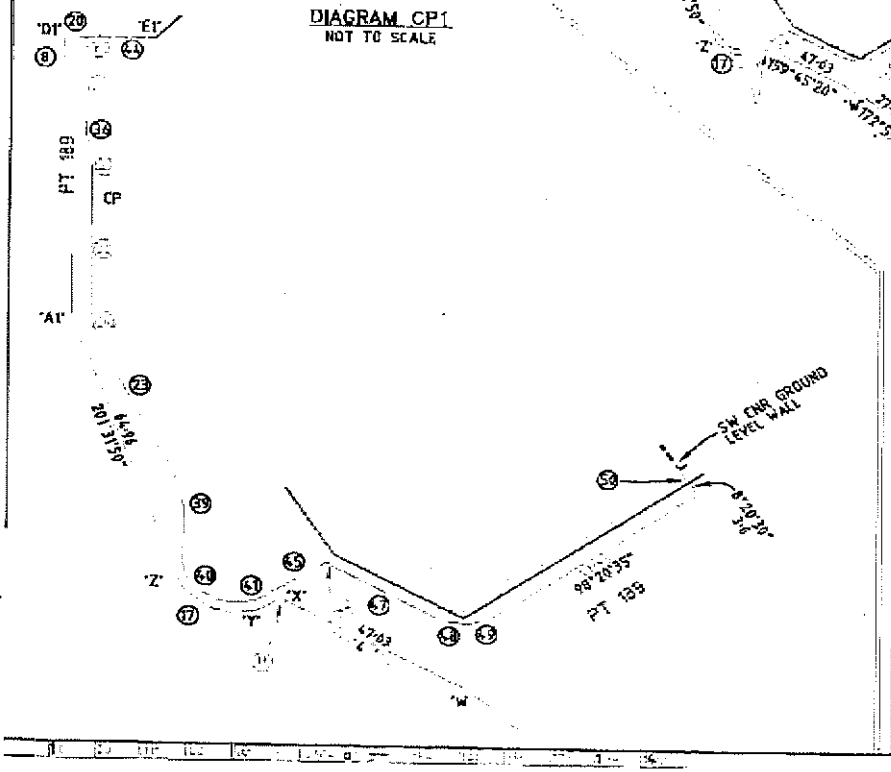


DIAGRAM CP1
NOT TO SCALE



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6·655
3	08°	[illegible]
4	8°	10·915
5	98°20'	0·48
6	139°39'30"	8·41
8	[illegible]	[illegible]
9	[illegible]	[illegible]
10	222°16'15"	1·335
11	[illegible]	[illegible]
12	[illegible]	[illegible]
13	[illegible]	1·-63
14	[illegible]°41'20	12·0
15	[illegible]	[illegible]
20	[illegible]°26'15"	4·92
[illegible]	[illegible]°26'	[illegible]
22	222°24'10"	28·305
23	194°33'10"	32·975
43	99°12'05"	14·335
44	152°11'45"	15·395
45	100°29'	5·855
46	174°03'	2·21
47	159°45'20"	26·03
48	144°24'10"	6·355
49	113°41'50"	6·55
50	8°20'30"	7·38

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°10'	21·795	24·66	14·5
35	221°13'	1·955	1·55	[illegible]
36	217°14'30"	8·68	[illegible]	[illegible]
37	217°5	8·345	8·[illegible]	[illegible]
38	208°15'40"	11·55	11·66	[illegible]
39	213°57'20"	16·58	16·905	24·91
40	177°50'50"	20·03	23·635	12·06
4[illegible]	117°40'55"	4·61	4·645	11·715

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG3
Subdivision No: SC120058

Lengths are in metres. Reduction Ratio 1:2,000

Registered
2.5.2013

SP88030

//Warriewood-189andsh STG3/Fins./B.dgF

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF PT 189 (NOTE GA) IS LIMITED IN DEPTH TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO GROUND LEVEL SLAB AND IS LIMITED IN HEIGHT TO 100 ABOVE THAT LOWER SURFACE.

(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (SP 86892)
LOT 189 IS A DEVELOPMENT LOT
(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

DEVELOPMENT LOT
GROUND LEVEL & ABOVE

POINTS DENOTED 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z', 'A1', 'B1', 'C1', 'D1' & 'E1' ARE COINCIDENT WITH SIMILAR POINTS ON THE GROUND LEVEL & ABOVE LOCATION PLAN AND THE PARCEL BOUNDARIES.

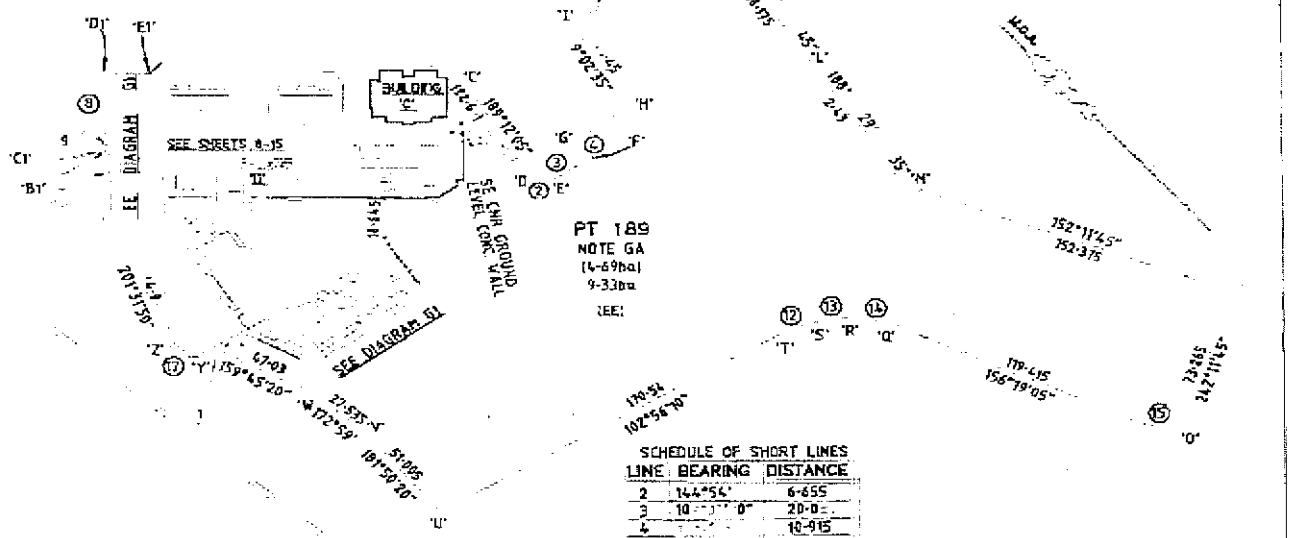
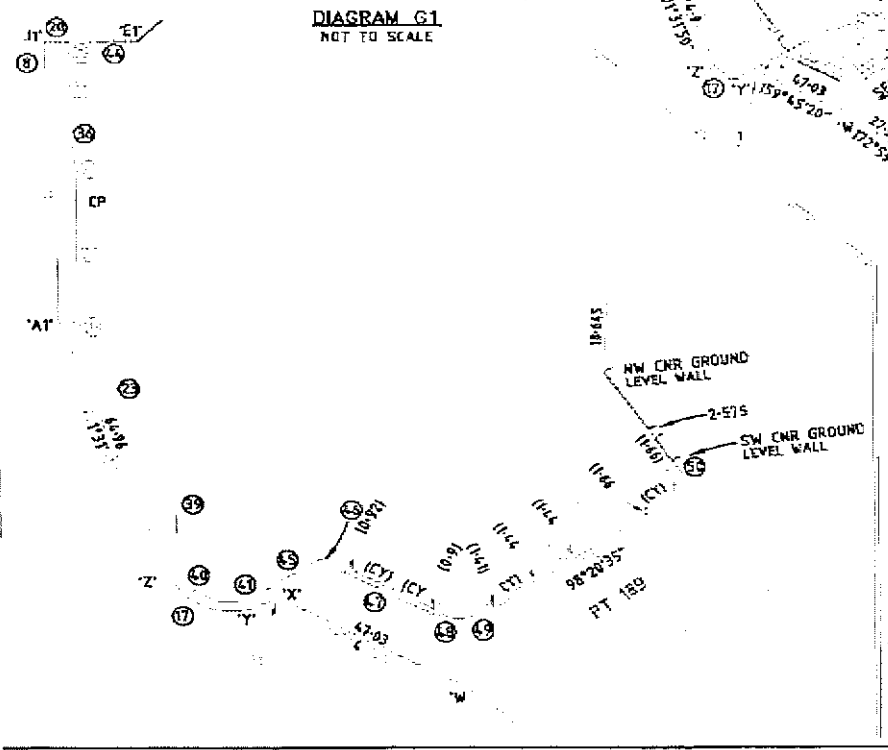


DIAGRAM G1
NOT TO SCALE



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6-655
3	10[illegible] 0"	20-0[illegible]
4	[illegible]	10-915
5	98°20'35"	30-48
6	139°39'30"	8-41
8	222[illegible]6'1[illegible]	35-765
9	132°26'1[illegible]	2-31
10	[illegible]	[illegible]
11	1[illegible]	3-6
12	[illegible]10"	[illegible]
13	[illegible]	1-6
16	143°41'20"	17-07
[illegible]	1[illegible]11[illegible]	7-[illegible]4
[illegible]	2°26'5"	4-92
[illegible]	[illegible]°26'5"	[illegible]
22	222°24'10"	28-305
23	194°33'10"	32-975
4[illegible]	99°12'05"	4-335
44	152°11'45"	15-395
45	100°29'20"	5-855
46	174°03'	2-21
47	159°45'20"	26-01
48	144°24'10"	6-355
49	[illegible]4°50"	6-355
50	8°20'30"	7-38

SCHEDULE OF CURVED

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	152°10'	21-795	24-665	14-[illegible]
35	221°13'	1-955	1-955	4-[illegible]6
36	217°14'30"	8-68	8-685	81-605
37	217°53'	8-345	[illegible]36	43-4
38	208°15'40"	11-55	11-66	24-[illegible]
39	213°57'20"	16-58	16-90	24-91
40	177°50'50"	20-03	23-635	12-06
41	111°40'55"	4-61	4-645	11-715

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG3
Subdivision No: SC120058
Lengths are in metres. Reduction Ratio 1:2,000

Registered
2.5.2013

SP88030

//Warriewood-18Bennett\STG3/Plan_/B.dgf

STRATA PLAN FORM 3 (Part 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 2.5.2013

Purpose: STRATA PLAN OF SUBDIVISION

Office Use Only

SP88030 S

PLAN OF

SUBDIVISION OF LOT 122 SP 86957

LGA: PITTWATER

Locality: WARRIEWOOD

Parish: NARRABEEN

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) *~~The Council of~~ .....

*The Accredited Certifier Saeid Askanon

Accreditation Number BPB 0014

has made the required inspections and is satisfied that the requirements of,

*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,

*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986~~ and clause 30A of the Strata Schemes (Leasehold Development) Regulation ~~2012,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

*(2) ~~The accredited certifier is satisfied that the plan is consistent with~~ a relevant development consent in force, ~~and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~

*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*(4) ~~The building encroaches on a public place.~~

*(a) The Council does not object to this encroachment of the building beyond the alignment of .....

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

*(5) ~~This approval is given on the condition that lot(s) ..... are~~ created as utility lots in accordance with ~~section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 28/3/2013

Subdivision No. SC 12 00 58

Relevant Development Consent No. MP 10 0177

Issued by Department of Planning and Infrastructure

Signature .....

~~Authorised Person/General Manager~~/Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 86982

The adopted by-laws for the scheme are:

*..... ~~Model By-laws~~

~~*together with, keeping of animals: Option *A/*B/*C~~

~~*By-laws in ..... sheets filed with plan.~~

*strike through if inapplicable

*Insert the type to be adopted (Schedule 2-7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, ANTHONY GEORGE KELLNER

of JBW Surveyors Pty Ltd

ACN 001 149 373

a surveyor registered under the *Surveying and Spatial Information Act, 2002*, hereby certify that:

(1) Each applicable requirement of

*Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

~~*Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met;~~

(2) ~~*(a) the building encroaches on a public place,~~

~~*(b) the building encroaches on land (other than a public place), and an appropriate easement has been created by ..... to permit the encroachment to remain.~~

(3) *the survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 26TH FEBRUARY 2013

* Strike through if inapplicable.

^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Signatures, Seals and Section 88b Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG3

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

Office Use Only

Registered: 2.5.2013

Office Use Only

SP88030

PLAN OF
SUBDIVISION OF LOT 122 SP 86957

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC12-0058

Date of Endorsement: 28/3/2013

BUILDING 'F'

LOT	U.E.
123	44
124	44
125	36
126	50
127	36
128	46
129	44
130	36
131	36
132	44
133	44
134	44
135	44
136	45
137	31
138	44
139	44
140	44
141	44
142	44
143	44
144	44
145	45
146	45
147	44
148	35
149	35
150	44
151	44
152	44
153	44
154	46
155	44
156	44
157	44
158	44
159	44
160	44
161	44
162	44

LOT	U.E.
163	45
164	45
165	44
166	35
167	35
168	44
169	44
170	44
171	44
172	45
173	44
174	44
175	44
176	44
177	45
178	51
179	51
180	48
181	45
182	35
183	52
184	51
185	44
186	45
187	53
188	49
189	11755

AGGREG 14 63½

Warning Statement regarding the Initial Schedule of Unit Entitlement

The Schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA Strata Schemes (Freehold Development) Act 1973 or section 57AAA Strata Schemes (Freehold Development) Act 1986.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG3

..STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 2.5.2013

PLAN OF
SUBDIVISION OF LOT 122 SP 86957

Office Use Only

SP88030

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC12058

Date of Endorsement: 28/3/2013

ABBOTTON PROPERTY MANAGEMENT PTY. LIMITED ACN. 002 298 464

ROBYN McCULLY
SECRETARY

Peter Spire
DIRECTOR

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG3

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 2.5.2013

Office Use Only

SP88030

PLAN OF
SUBDIVISION OF LOT 122 SP 86957

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC12005B

Date of Endorsement: 24/03/2013

References to door numbers have not been investigated in the Department of Lands and do not form part of the plan for the purpose of the Strata Schemes (Freehold Development) Act 1973

BUILDING 'F'

LOT	DOOR
123	G43
124	G44
125	G45
126	G46
127	G47
128	G48
129	G49
130	G50
131	G51
132	G53
133	G54
134	G55
135	G56
136	G57
137	G58
138	G60
139	G61
140	G62
141	143
142	144
143	145
144	146
145	147
146	148
147	149
148	150
149	151
150	153
151	154
152	155
153	156
154	157
155	158
156	159
157	161
158	162
159	243
160	244
161	245
162	246

LOT	DOOR
163	247
164	248
165	249
166	250
167	251
168	253
169	254
170	255
171	256
172	257
173	258
174	260
175	261
176	262
177	343
178	344
179	345
180	346
181	347
182	348
183	353
184	354
185	355
186	356
187	357
188	360

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG3

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 1 of 4 Sheets

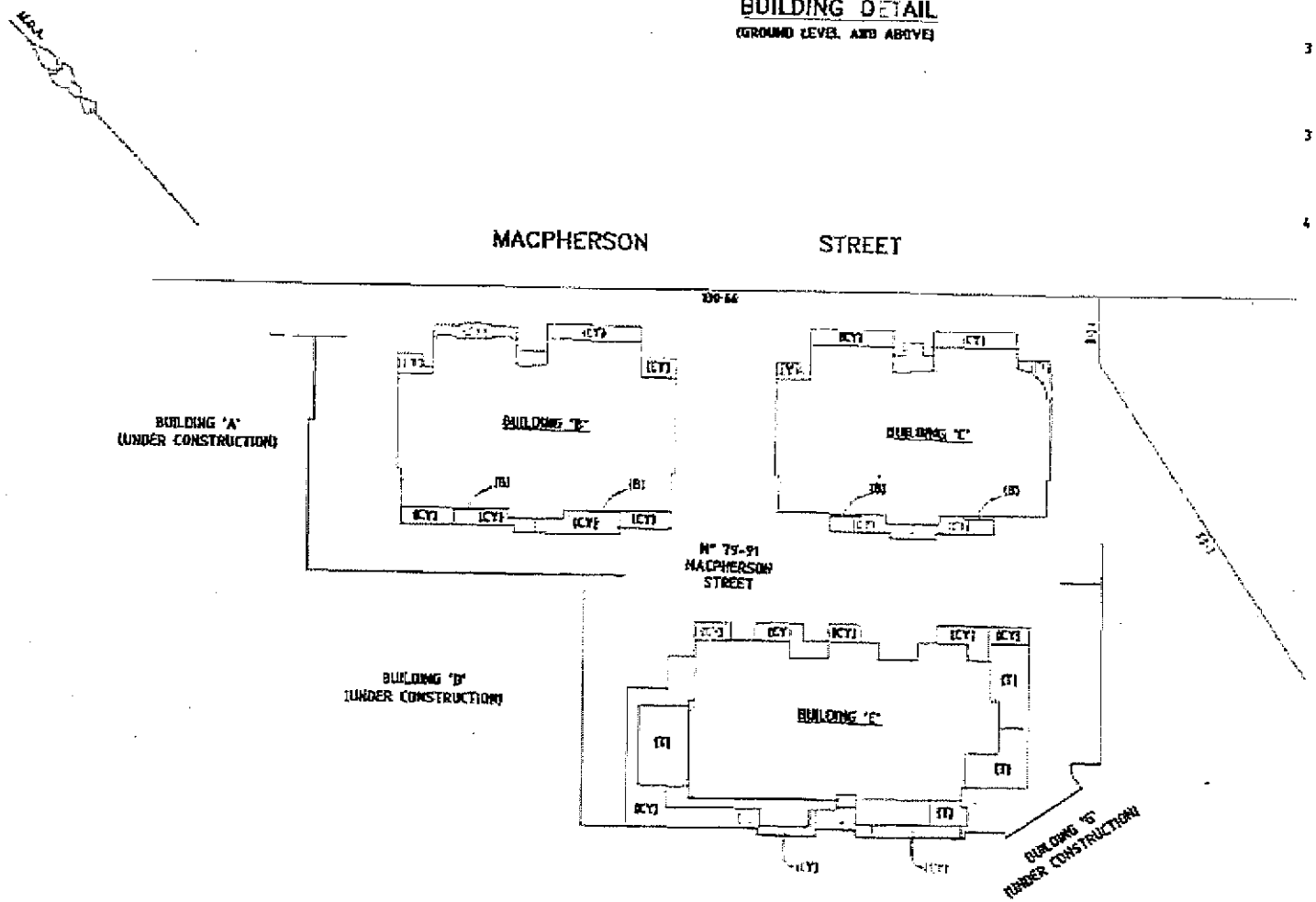
BUILDING DETAIL

(GROUND LEVEL AND ABOVE)

BUILDING 'B'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER

BUILDING 'C'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER

BUILDING 'E'
4 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER



(B) DENOTES BALCONY
(T) DENOTES TERRACE
(CY) DENOTES COURTYARD

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123599-WARREWOOD-STG1
Subdivision No: SC12005

Lengths are in metres. Reduction Ratio 1:500

Registered
16.7.2012

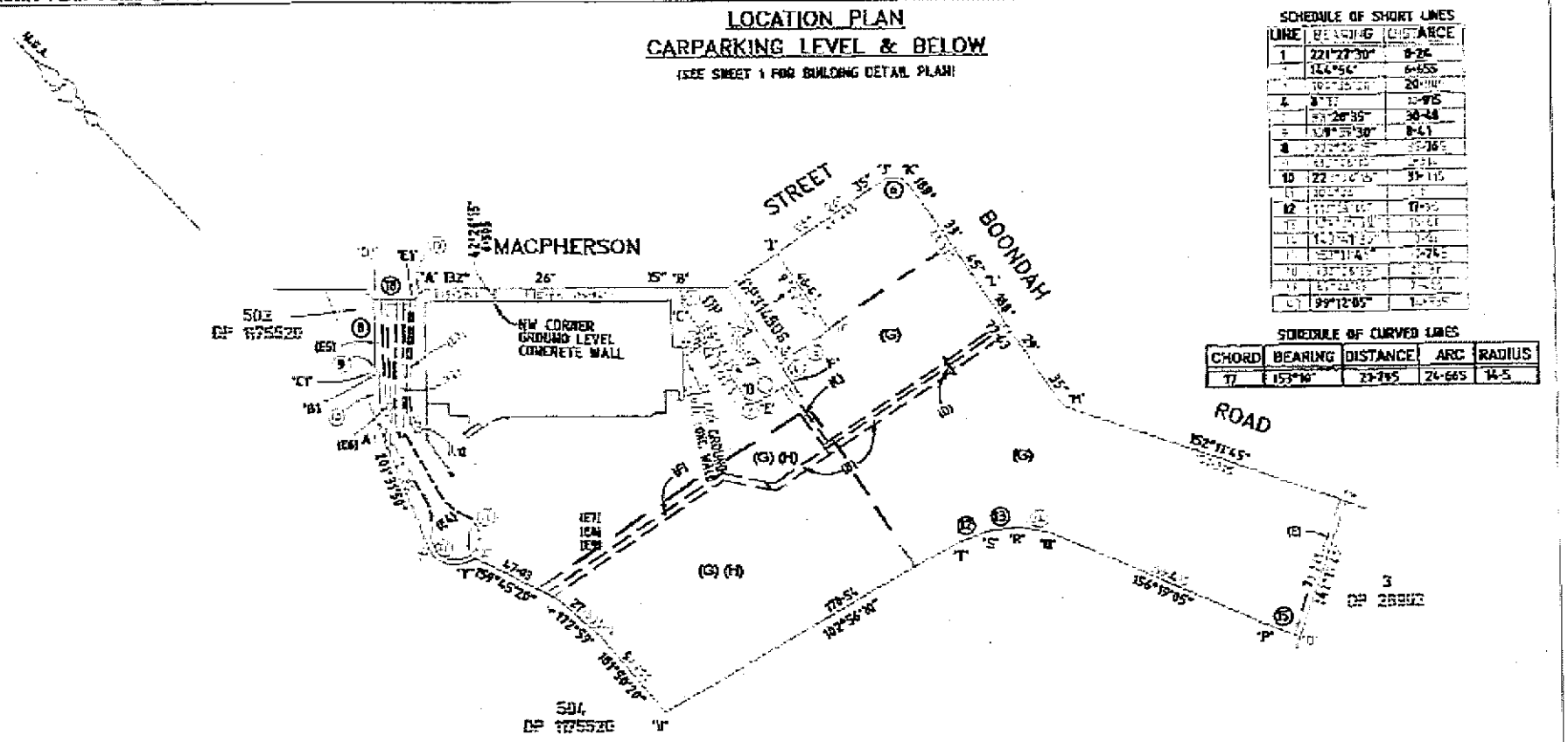
SP86892 P

LPI REF:2012 H2600(D)F

//Merriwood-WBoundsSTG1/Final/Bldg.dCE

LOCATION PLAN
CARPARKING LEVEL & BELOW

(SEE SHEET 1 FOR BUILDING DETAIL PLAN)



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
1	221°27'30"	8·26
2	154°56'	6·655
3	[illegible]	20·[illegible]
4	[illegible]	[illegible]
5	[illegible]°26'35"	30·24
6	[illegible]°[illegible]'30"	8·41
8	[illegible]	[illegible]
9	[illegible]	[illegible]
10	22[illegible]	31·115
11	[illegible]	[illegible]
12	[illegible]	17·[illegible]
13	[illegible]	[illegible]
14	[illegible]	[illegible]
15	[illegible]	[illegible]
16	[illegible]	[illegible]
17	[illegible]	[illegible]
18	[illegible]	[illegible]
19	99°12'05"	[illegible]

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°10'	23·795	24·665	14·5

(B) EASEMENT FOR WATERMAIN 3·5 WIDE AND VARIABLE (U369388)
(C) RIGHT OF CARRIAGEWAY 3 WIDE (DP 1080979)
(D) RIGHT OF CARRIAGEWAY 6 WIDE (DP 1080979)
(E) PROPOSED EASEMENT FOR SEWER 8 WIDE (SEE DP 599348)
(F) PROPOSED EASEMENT FOR WATERMAIN 3·5 WIDE & VARIABLE (SEE DP 637078)

(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5·3 WIDE AND VARIABLE WIDTH (DP 1174413)
(E2) RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH (DP 1174413)
(E3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE (DP 1174413)

(E4) RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH (DP 1175520)
(E5) EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH (DP 1175520)
(E6) EASEMENT TO DRAIN WATER (E6) 2·5 WIDE (DP 1175520)
(E7) EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT) (DP 1175520)
(E8) EASEMENT FOR WASTE COLLECTION (ENTIRE LOT) (DP 1175520)
(E9) EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT) (DP 1175520)

(G) LAND EXCLUDES MINERALS– SEE CROWN GRANTS
(H) COVENANT – G1916

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899–WARRIEWOOD–STG1
Subdivision No: SC12006
Lengths are in metres. Reduction Ratio 1:2,000

Registered 16.7.2012

SP86892

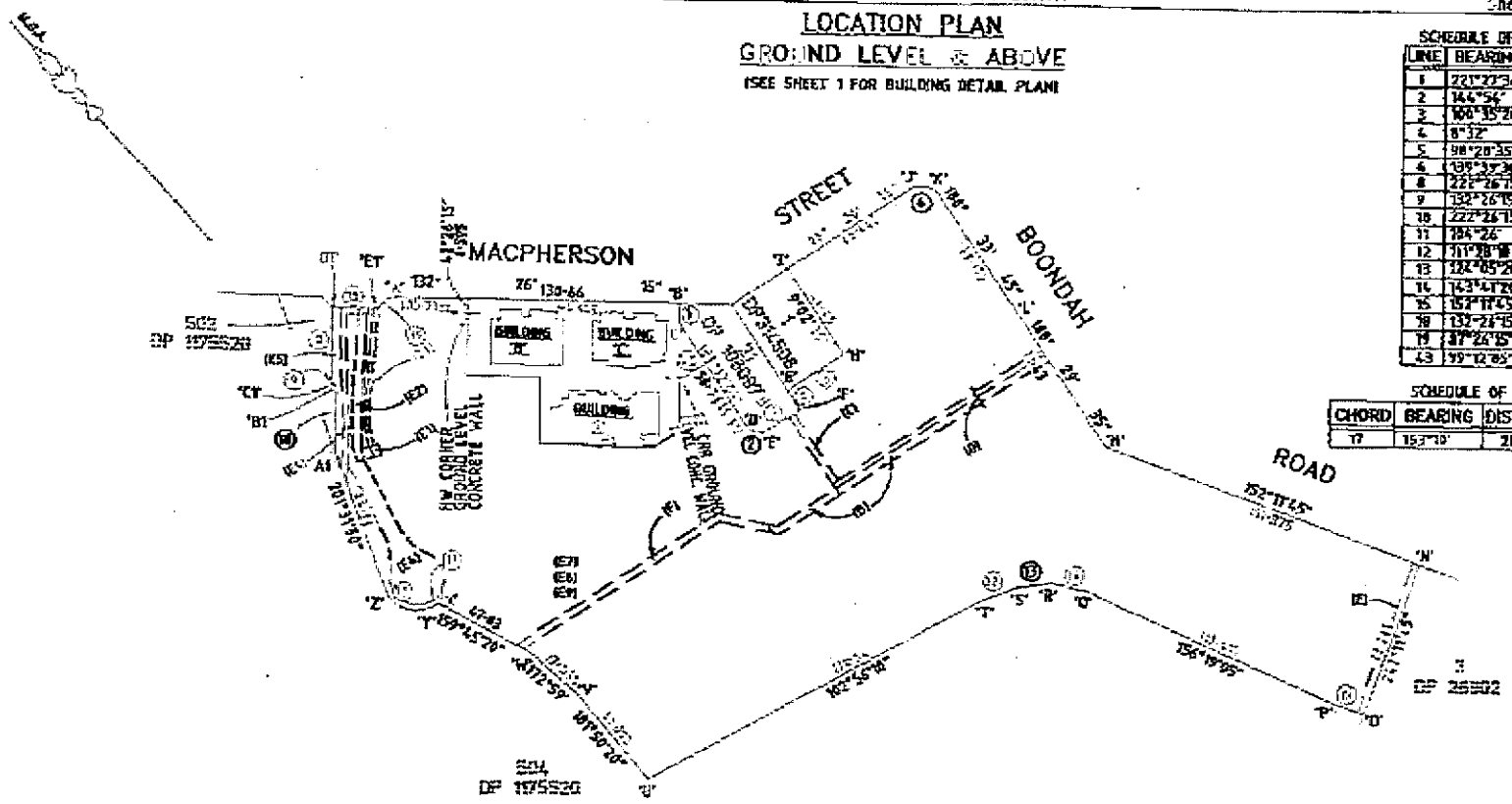
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LOCATION PLAN

GROUND LEVEL & ABOVE

(SEE SHEET 1 FOR BUILDING DETAIL PLAN)



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
1	221°27'30"	8-24
2	144°54"	6-653
3	100°35'20"	20-665
4	8°32"	19-975
5	98°20'35"	30-418
6	138°39'30"	8-61
8	222°26'15"	35-765
9	152°26'15"	2-315
10	222°26'15"	31-335
11	284°26"	3-48
12	311°28'18"	22-95
13	224°05'20"	15-63
14	143°41'20"	17-07
15	152°11'45"	17-715
16	132°24'15"	28-315
19	87°24'15"	7-455
43	99°12'05"	14-335

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°10'	28-335	26-665	26-5

(B) EASEMENT FOR WATERMAIN 3·5 WIDE AND VARIABLE (U369388)
(C) RIGHT OF CARRIAGEWAY 3 WIDE (DP 1080979)
(D) RIGHT OF CARRIAGEWAY 6 WIDE (DP 1080979)
(E) PROPOSED EASEMENT FOR SEWER 2 WIDE (SEE DP 599348)
(F) PROPOSED EASEMENT FOR WATERMAIN 3·5 WIDE & VARIABLE (SEE DP 637078)

(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5·3 WIDE AND VARIABLE WIDTH (DP 1174413)
(E2) RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH (DP 1174413)
(E3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE (DP 1174413)

(E4) RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH (DP 1175520)
(E5) EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH (DP 1175520)
(E6) EASEMENT TO DRAIN WATER (E6) 2·5 WIDE (DP 1175520)
(E7) EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT) (DP 1175520)
(E8) EASEMENT FOR WASTE COLLECTION (ENTIRE LOT) (DP 1175520)
(E9) EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT) (DP 1175520)

BUILDING 'B'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER

BUILDING 'C'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER

BUILDING 'E'
4 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER

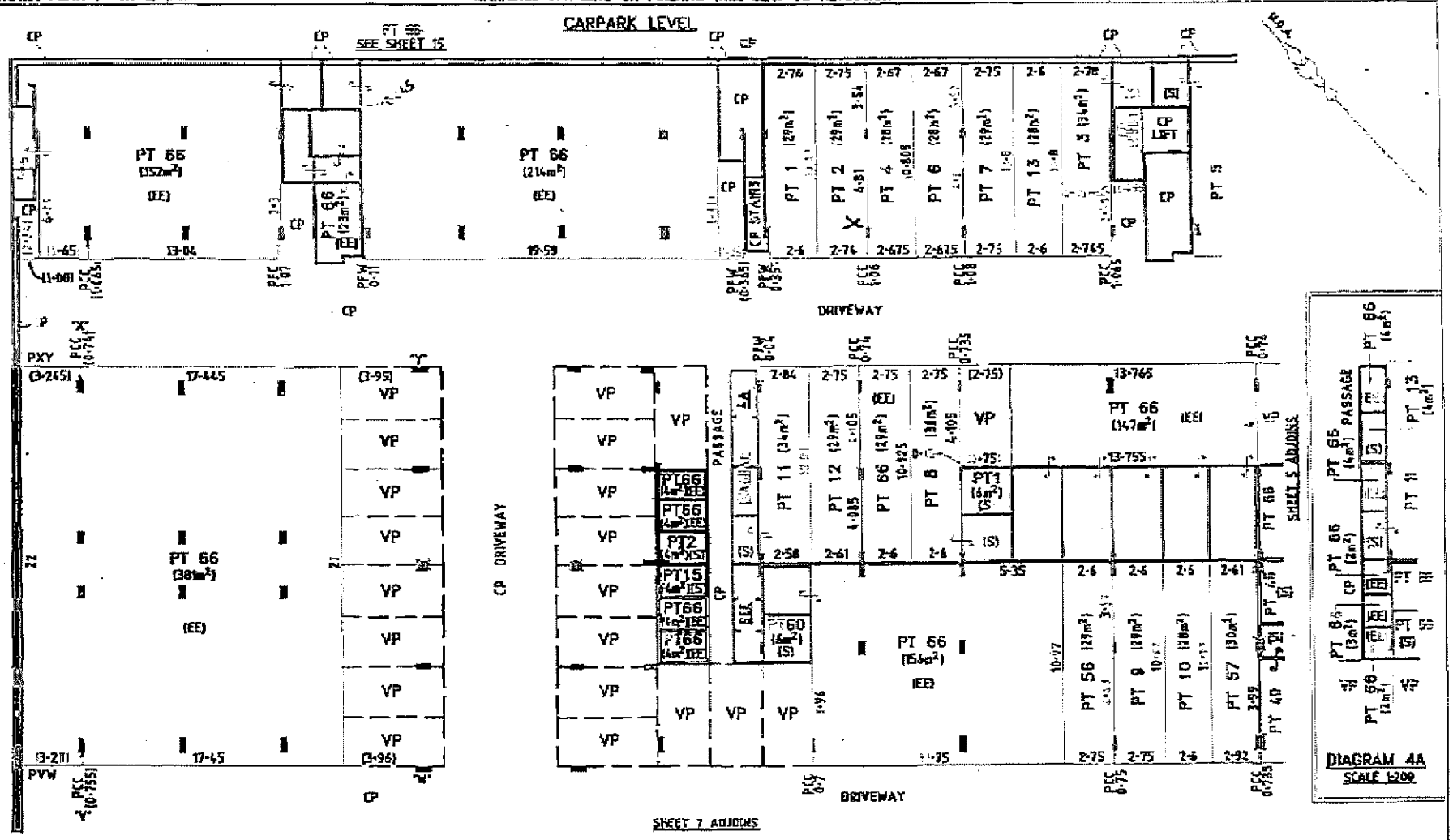
Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG1
Subdivision No: SC12005

Lengths are in metres. Reduction Ratio 1:2,000

Registered 16.7.2012

SP86892

CARPARK LEVEL



(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)
LOT 66 IS A DEVELOPMENT LOT
VP DENOTES VISITOR PARKING-CP
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL BOLLARDS & HANDRAILS WITHIN THE CARSPACES ARE COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

PXY DENOTES PROLONGATION OF LINE 'X'-'Y'
PVW DENOTES PROLONGATION OF LINE 'V'-'W'

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-ST61
Subdivision No: SC12005

Registered 16.7.2012

SP86892

Lengths are in metres. Reduction Ratio 1:200

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

CARPARK LEVEL

SHEET 4 ADJOINS

SHEET 6 ADJOINS

CP DRIVEWAY

DRIVEWAY

SEE SHEET 15

LOT 66 IS A DEVELOPMENT LOT
VP DENOTES VISITOR PARKING-CP
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL BOLLARDS & HANDRAILS WITHIN THE CARSPACES ARE COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)

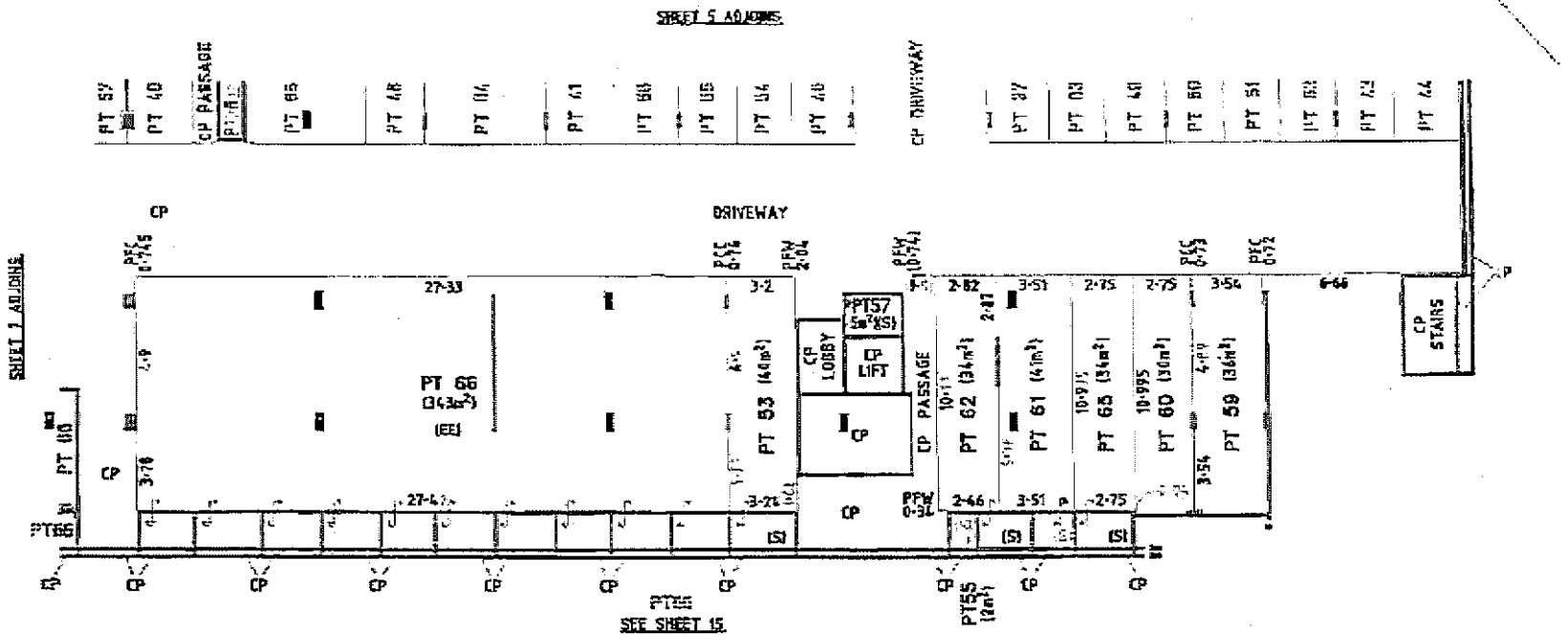
Surveyors: ANTHONY GEORGE KELLNER
Surveyor's Ref: 10189-MARRIEWOOD-STG1
Subdivision No: SC12005
Lengths are in metres. Reduction Ratio 1:200

Registered 18.7.2012

SP86892

Sheet 10 of 16 Sheets

CARPARK LEVEL



(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)

LOT 66 IS A DEVELOPMENT LOT

(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL BOLLARDS & HANDRAILS WITHIN THE CARSPACES ARE COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG1
Subdivision No: SC12005
Lengths are in metres. Reduction Ratio 1:200

Registered 16.7.2012

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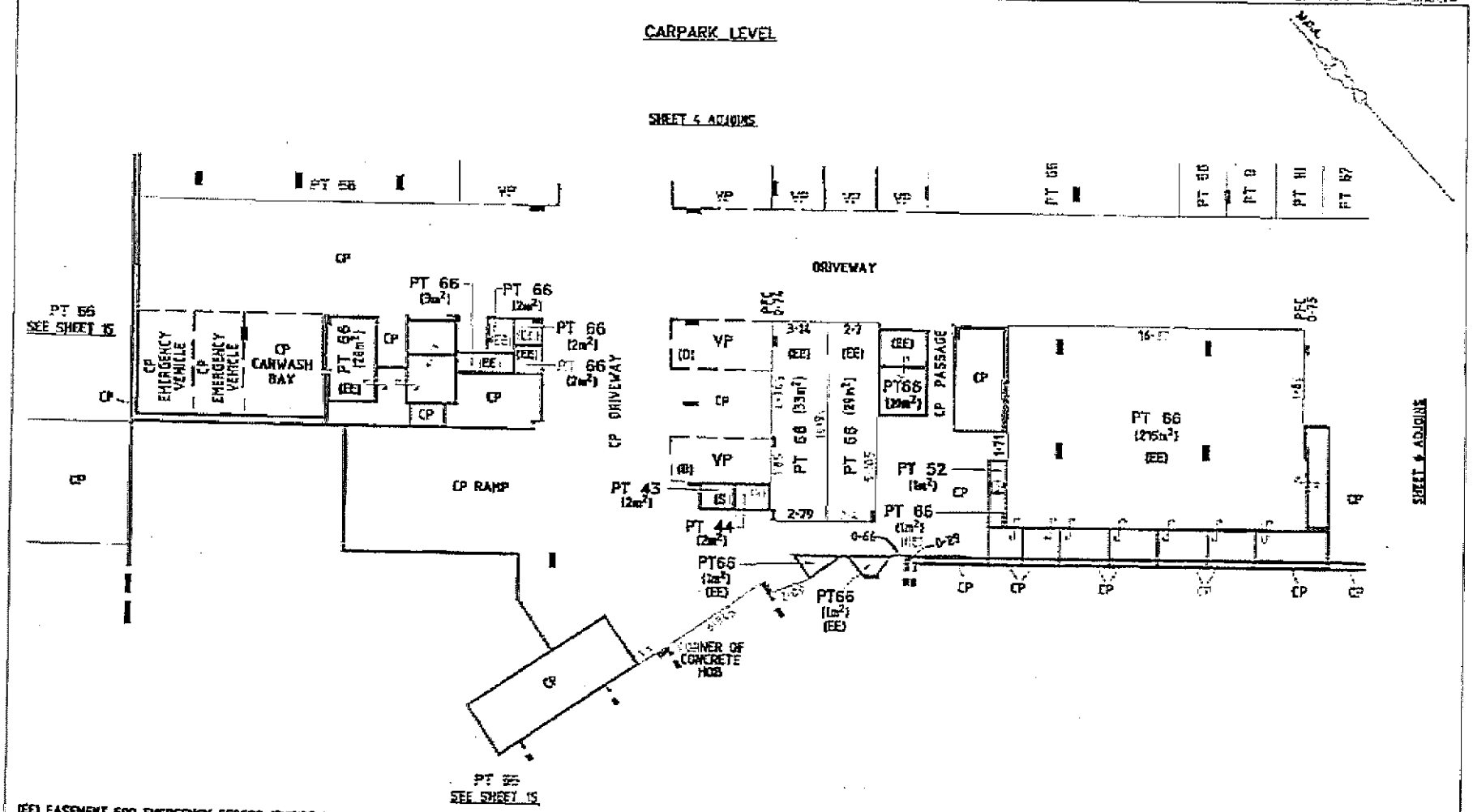
//Warriewood-18Boundsb5TG1/Final/Bldg2.DGN

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 7 of 16 Sheets

CARPARK LEVEL



(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)
LOT 66 IS A DEVELOPMENT LOT

PPC DENOTES PROLONGATION OF FACE OF COLUMN
VP DENOTES VISITOR PARKING-CP
(S) DENOTES STORE
(D) DENOTES DISABLED PARKING
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL BOLLARDS & HANDRAILS WITHIN THE CARSPACES ARE COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123459-WARRIENDOO-STG1
Subdivision No: SC12005

Lengths are in metres. Reduction Ratio 1:200

Registered
16.7.2012

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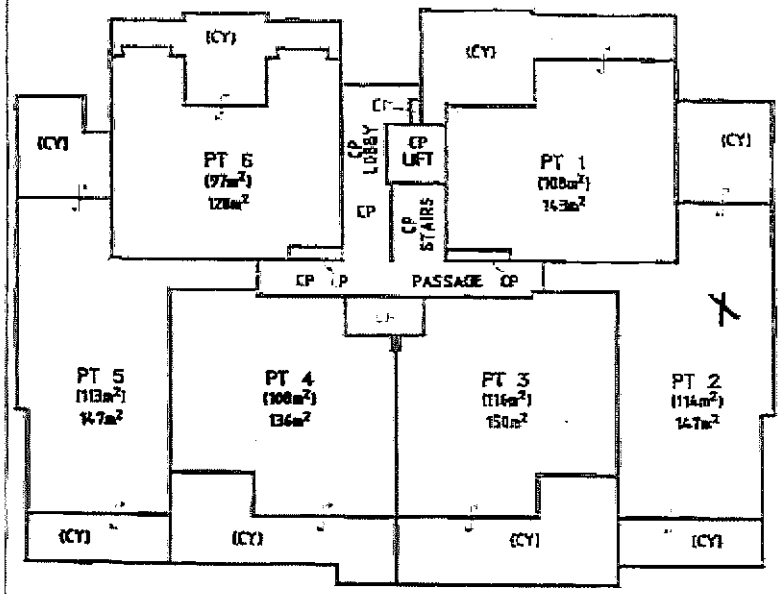
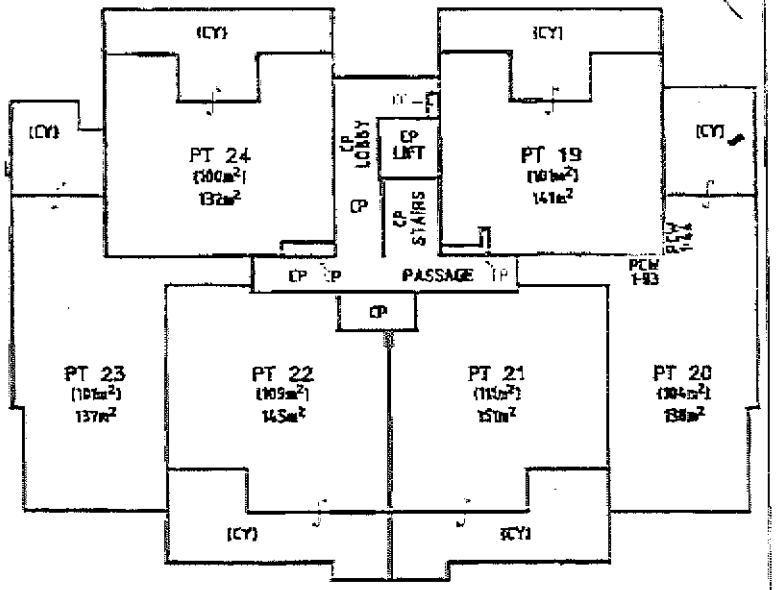
GROUND LEVEL

BUILDING 'B'



BUILDING 'C'



PCW DENOTES PROLONGATION OF CENTRE OF WALL

(CY) DENOTES COURTYARD

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE COURTYARDS IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

AIR CONDITIONING UNITS AND ASSOCIATED METAL COVERS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG1
Subdivision No: SC12005
Lengths are in metres. Reduction Ratio 1:200

Registered
16.7.2012

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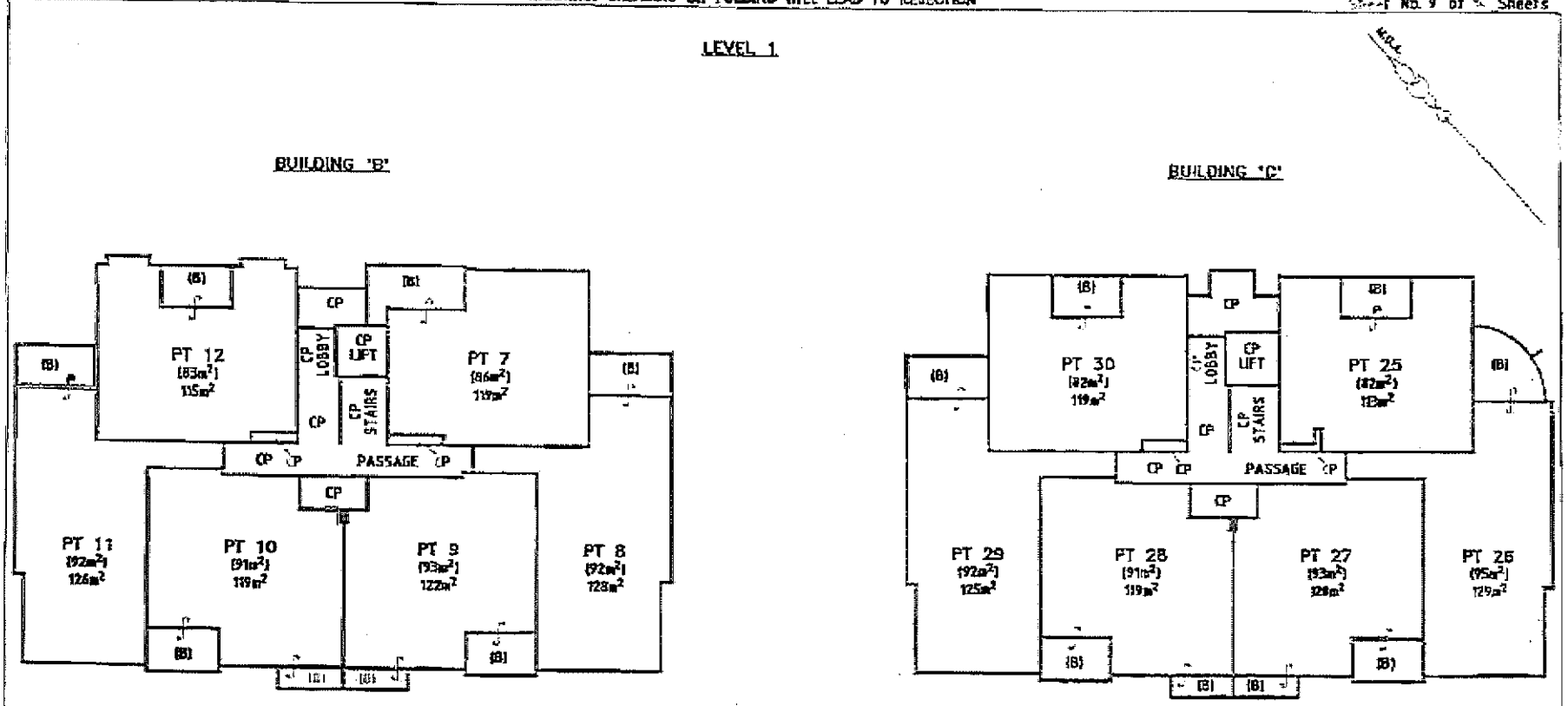
LEVEL 1



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123499-WARRIEWOOD-STG1
Subdivision No: SC12005
Lengths are in metres. Reduction Ratio 1:200

Registered
18.7.2012

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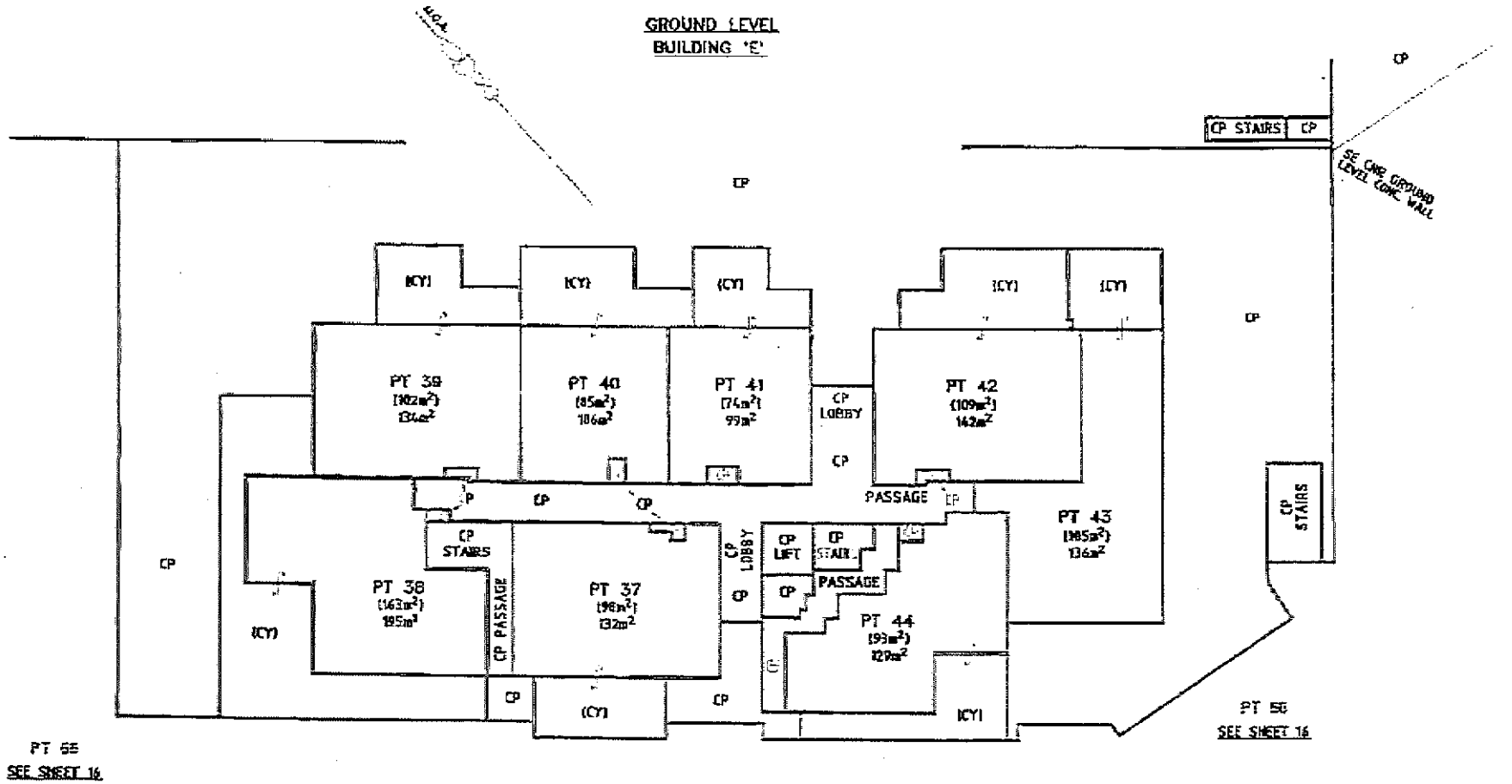
GROUND LEVEL
BUILDING 'E'



TILING WITHIN THE COURTYARDS IS COMMON PROPERTY

AIR CONDITIONING UNITS AND ASSOCIATED METAL COVERS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

LOT 66 IS A DEVELOPMENT LOT

(CY) DENOTES COURTYARD

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG1
Subdivision No: SC12005

Lengths are in metres. Reduction Ratio 1:200

Registered
16.7.2012

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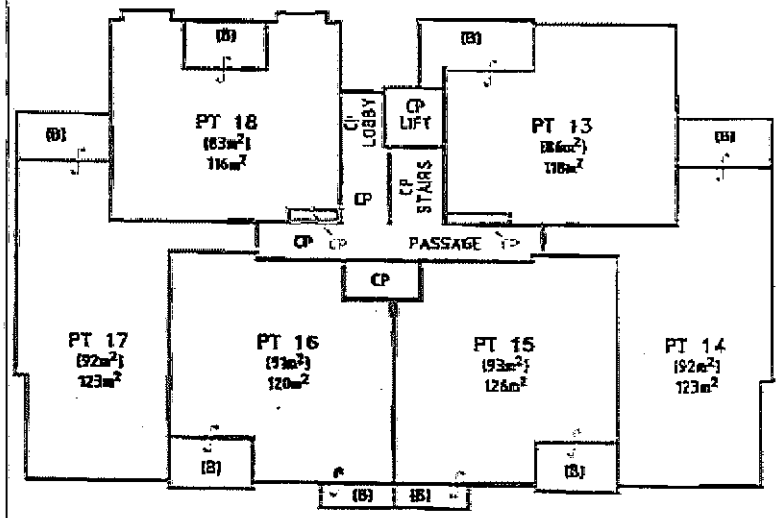
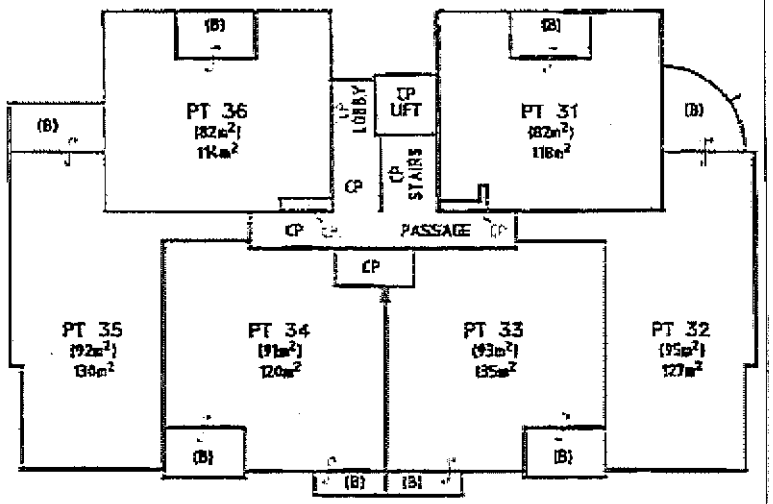
LEVEL 2





(B) DENOTES BALCONY
CP. DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE BALCONIES IS COMMON PROPERTY

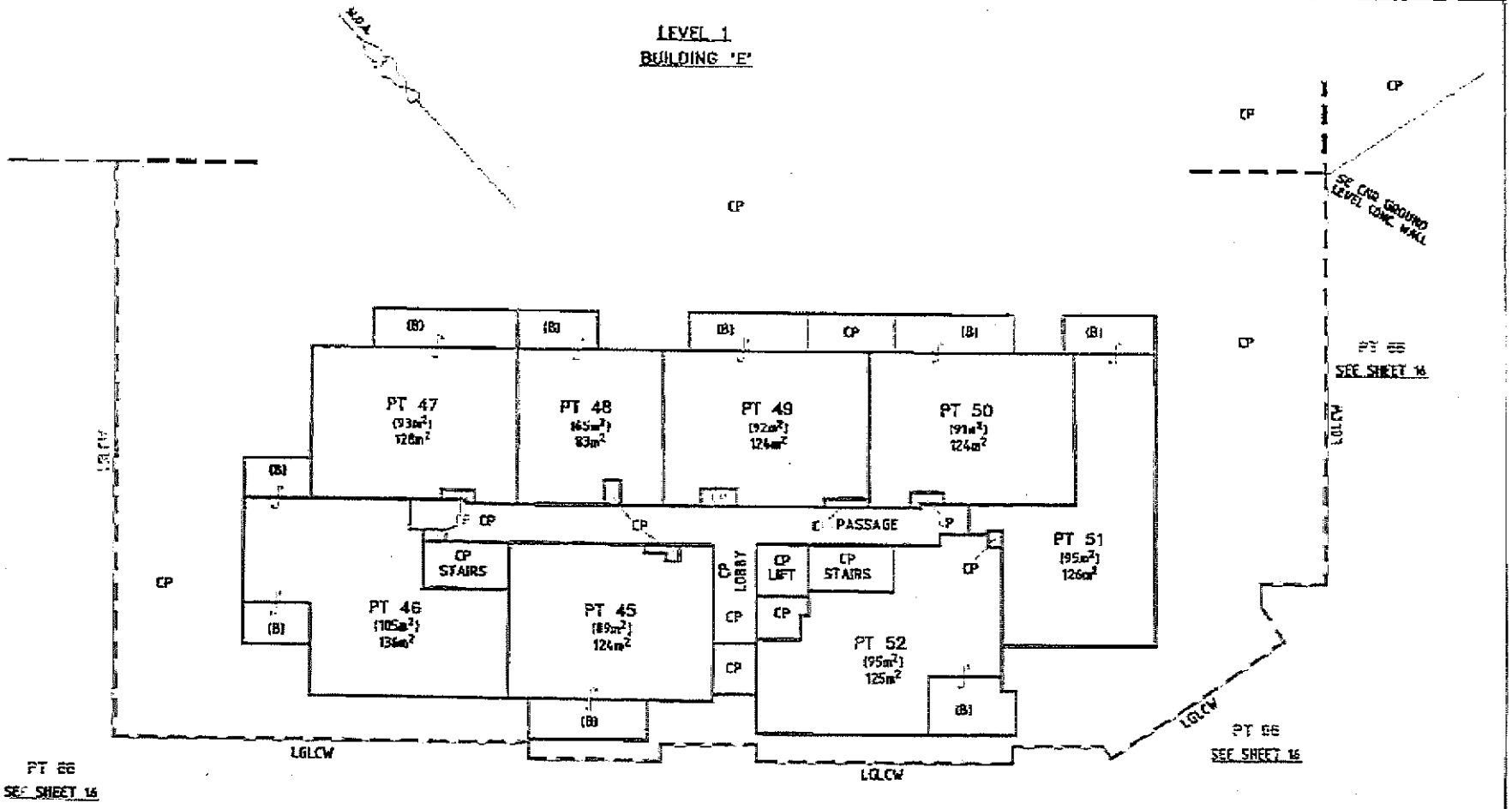
METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG1
Subdivision No:SC12005
Lengths are in Metres. Reduction Ratio 1:200

Registered
16.7.2012

SP86892



LGLCW DENOTES LINE OF GROUND LEVEL CONCRETE WALL

LOT 66 IS A DEVELOPMENT LOT

(B) DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123879-WARRIEWOOD-ST61
Subdivision No: SC12005

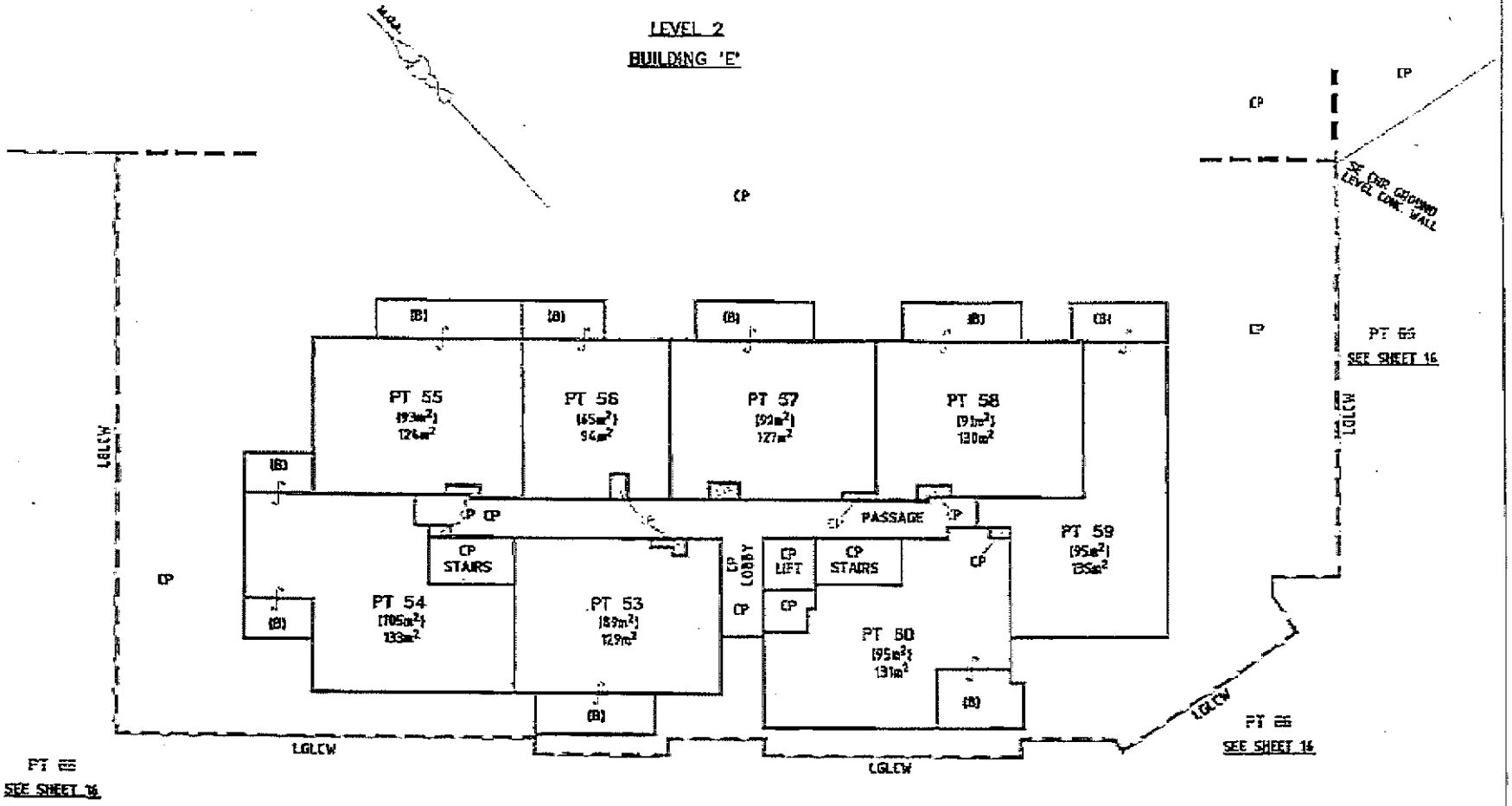
Lengths are in metres. Reduction Ratio 1:200

Registered 16.7.2012

SP86892

LEVEL 2

BUILDING 'E'



LGLCW DENOTES LINE OF GROUND LEVEL CONCRETE WALL

LOT 66 IS A DEVELOPMENT LOT

(B) DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

RAILING WITHIN THE BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG1
Subdivision No: SC12005
Lengths are in metres. Reduction Ratio 1:200

Registered 16.7.2012

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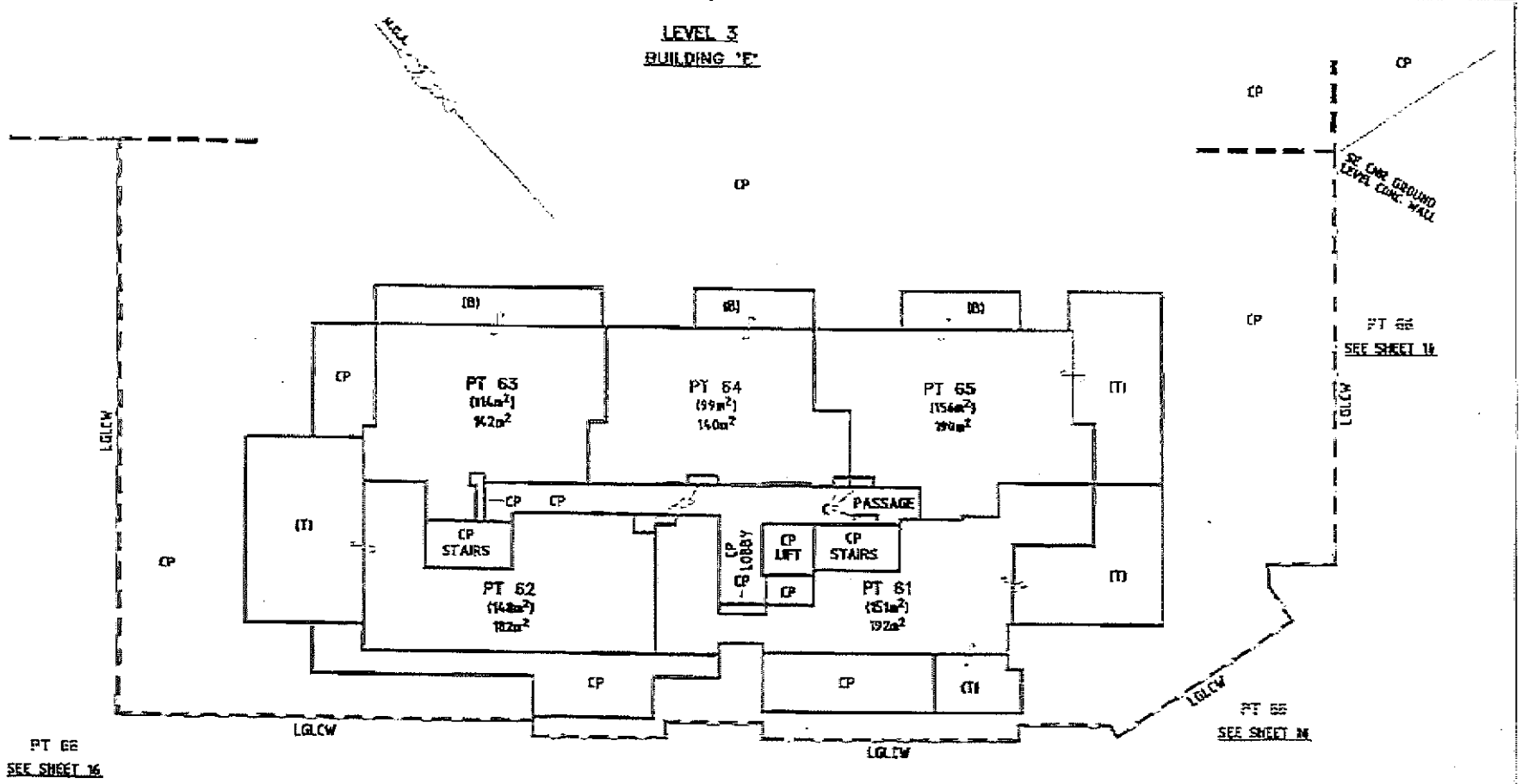
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

LEVEL 3
BUILDING 'E'



LGLCW DENOTES LINE OF GROUND LEVEL CONCRETE WALL

LOT 66 IS A DEVELOPMENT LOT

(B) DENOTES BALCONY
(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE TERRACES & BALCONIES IS COMMON PROPERTY

METAL LOUVRES ATTACHED TO THE EXTERNAL FACADE OF THE BUILDING ARE COMMON PROPERTY

THE STRUCTURE OF THE PERGOLAS WITHIN THE TERRACES ARE COMMON PROPERTY

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE TILED BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: ANTHONY GEORGE KELLNER Surveyor's Ref: 123895-WARRIEWOOD-S1G1 Subdivision No: SC12005 Lengths are in metres. Reduction Ratio 1:200	Registered 18.7.2012	SP86892

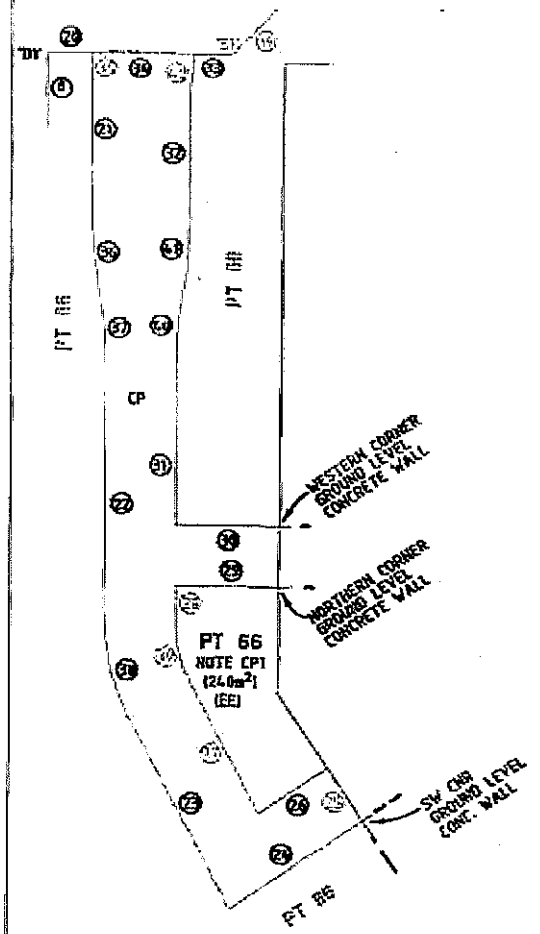
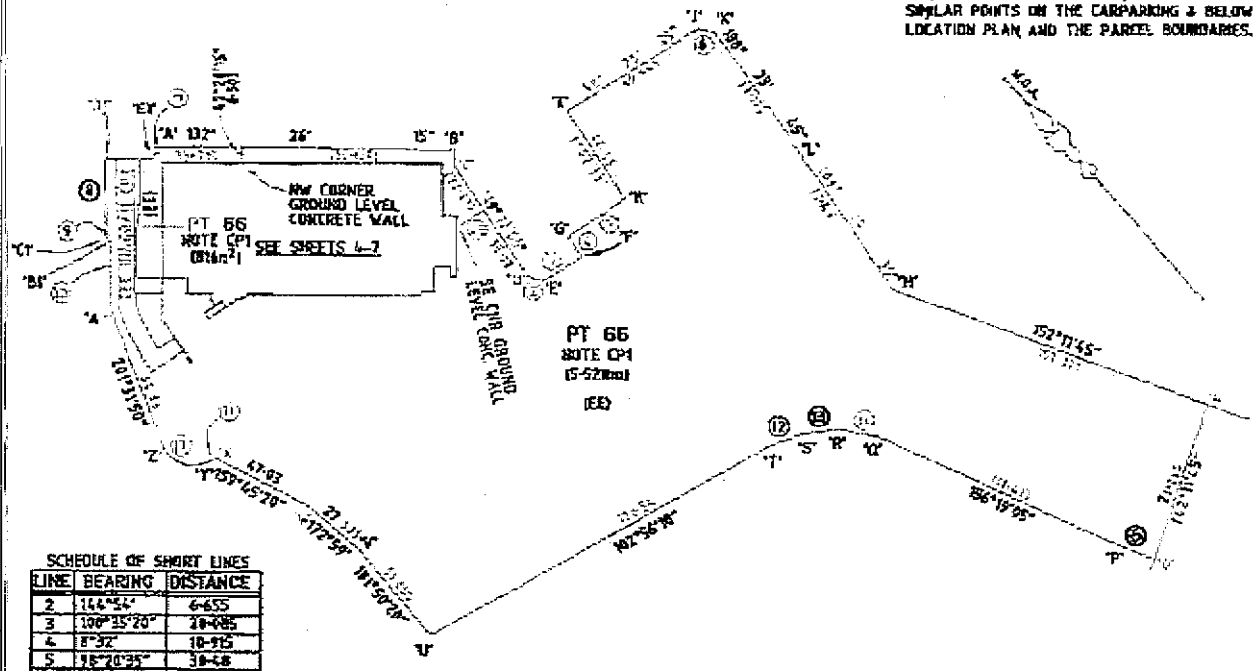


DIAGRAM CP1
NOT TO SCALE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

DEVELOPMENT LOT
CARPARKING LEVEL & BELOW

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z', 'A1', 'B1', 'C1', 'D1' & 'E1' ARE COINCIDENT WITH SIMILAR POINTS ON THE CARPARKING & BELOW LOCATION PLAN AND THE PARCEL BOUNDARIES.



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6-655
3	190°35'20"	28-085
4	8°32'	18-915
5	98°20'35"	38-48
6	139°39'30"	8-41
8	222°26'15"	35-765
9	132°26'15"	2-315
10	222°26'15"	31-335
11	104°26'	3-6
12	111°28'30"	12-95
13	124°05'20"	15-63
14	143°41'20"	17-67
15	152°11'45"	17-745
19	87°26'15"	7-655
20	132°26'15"	4-92
21	222°26'15"	16-405
22	222°24'10"	28-105
23	194°33'10"	23-245
24	93°21'	17-805
25	18°21'	6-31
26	278°21'	9-295
27	16°27'10"	16-88
28	42°25'	3-655
29	132°25'	11-465
30	312°25'	11-535
31	42°25'	17-47
32	42°26'15"	13-805
33	132°26'15"	4-145
34	132°26'15"	11-225
43	99°12'05"	14-235

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	[illegible]	23-795	[illegible]	[illegible]
35	221°[illegible]	[illegible]	1-955	[illegible]
[illegible]	[illegible]	8-68	[illegible]	81-425
37	[illegible]	8-345	8-36	[illegible]
38	288°15'[illegible]	[illegible]	11-65	24-[illegible]
39	[illegible]	[illegible]	[illegible]	[illegible]
40	47°11'	[illegible]	[illegible]	[illegible]
41	[illegible]	[illegible]	[illegible]	[illegible]
42	47°36'	[illegible]	[illegible]	[illegible]

THE STRATUM OF PT 66 (NOTE CP1) IS LIMITED IN HEIGHT TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO GROUND LEVEL SLAB AND IS LIMITED IN DEPTH TO 50 BELOW THAT UPPER SURFACE.

(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)
LOT 66 IS A DEVELOPMENT LOT

CP DENOTES COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123899-WARRIEWOOD-STG1
Subdivision No: SC12005
Lengths are in metres. Reduction Ratio 1:2,000

Registered
16.7.2012

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STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 6 of 16 Sheets

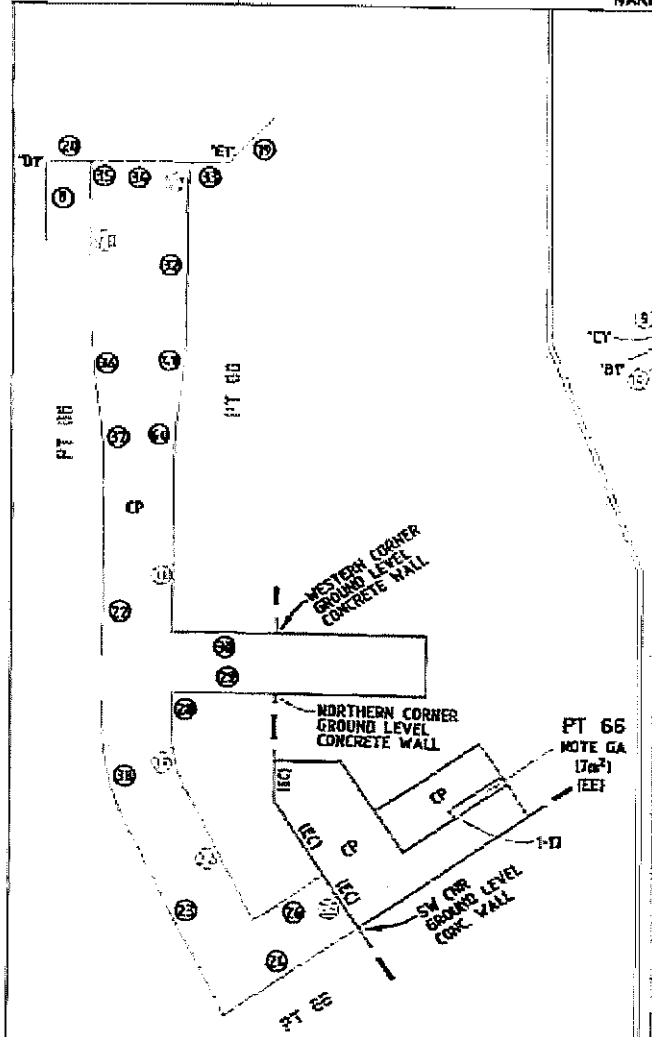
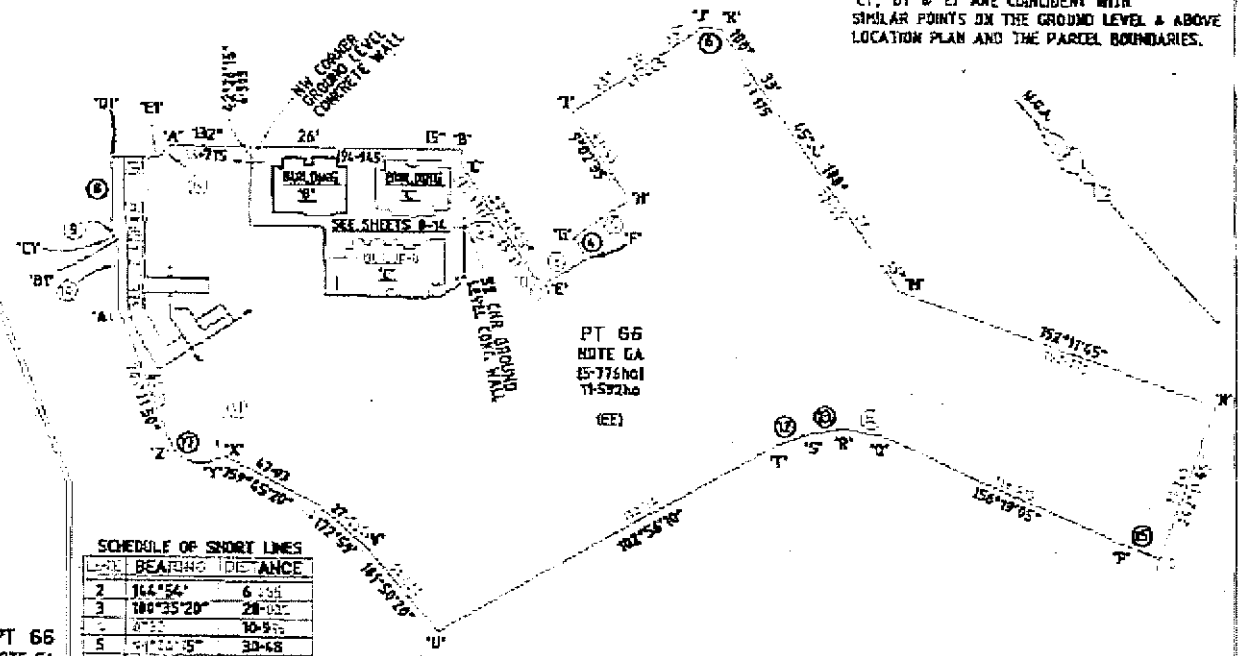


DIAGRAM G1
NOT TO SCALE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

DEVELOPMENT LOT
GROUND LEVEL & ABOVE

POINTS DENOTED 'A', 'B', 'C', 'D', 'E', 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'O', 'P', 'Q', 'R', 'S', 'T', 'U', 'V', 'W', 'X', 'Y', 'Z', 'AA', 'BB', 'CC', 'DD' & 'EE' ARE COINCIDENT WITH SIMILAR POINTS ON THE GROUND LEVEL & ABOVE LOCATION PLAN AND THE PARCEL BOUNDARIES.



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6-[illegible]
3	180°35'20"	28-[illegible]
[illegible]	[illegible]	10-[illegible]
5	[illegible]	30-68
6	[illegible]	[illegible]
8	[illegible]	[illegible]
9	[illegible]	[illegible]-15
10	[illegible]	[illegible]
11	184°26'	3-8
12	111° [illegible]	[illegible]
13	[illegible]	[illegible]
14	143°41'20"	17-07
15	[illegible]	[illegible]
19	[illegible]°15"	[illegible]
[illegible]	[illegible]	4-[illegible]
[illegible]	222°26'15"	[illegible]-405
22	222°26'10"	[illegible]
[illegible]	194°3[illegible]'10"	23-245
24	98°2[illegible]"	[illegible]
[illegible]	[illegible]	6-3[illegible]
26	[illegible]	9-[illegible]
27	14°[illegible]'10"	16-08
[illegible]	[illegible]	[illegible]
[illegible]	1[illegible]2°2[illegible]"	11-4[illegible]
[illegible]	[illegible]	[illegible]
31	42°[illegible]	[illegible]
32	[illegible]°26'15"	[illegible]
[illegible]	[illegible]	[illegible]
34	[illegible]	31-2251
43	99°22'85"	[illegible]

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
37	[illegible]°30"	2[illegible]	2[illegible]	14[illegible]
35	[illegible]	[illegible]	[illegible]	[illegible]
36	[illegible]	8-[illegible]	8-685	81-60[illegible]
37	[illegible]	8-345	8-36	[illegible]-4
[illegible]	[illegible]°15'40"	[illegible]	[illegible]	[illegible]
[illegible]	28°[illegible]	7-79	7-885	[illegible]-99
40	47°1[illegible]	8-[illegible]95	8-505	44-84[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	47°36'	[illegible]	[illegible]	[illegible]

THE STRATUM OF PT 66 (NOTE GA) IS LIMITED IN DEPTH TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO GROUND LEVEL SLAB AND IS LIMITED IN HEIGHT TO 100 ABOVE THAT LOWER SURFACE.

(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)
LOT 56 IS A DEVELOPMENT LOT
(EC) DENOTES EDGE OF CONCRETE
CP DENOTES COMMON PROPERTY

Surveyor: ANTHONY GEORGE KELLNER
Surveyor's Ref: 123199-WARRIEWOOD-STG1
Subdivision No: SC12005

Lengths are in metres. Reduction Ratio 1:2,000

Registered
16.7.2012

SP86892

//Warriewood-18BeaudchSTG1/Final/Stage8.CE

Seq:R210708 /Doc:SP 0086892 P /Rev:16-Jul-2012 /Stat:SC.OK /Prt:24-Jul-2012 10:32 /Pgs:ALL /Seq:16 of 20
Ref: /Srvr:X

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 86892

No. 79-91 MACPHERSON STREET,
WARRIEWOOD 2102

Office Use Only

SP86892 S

Office Use Only

Registered: 16.7.2012

Purpose: STRATA PLAN

PLAN OF

SUBDIVISION OF LOT 501 DP 1175520

The adopted by-laws for the scheme are:

~~*.....Model By-laws~~
~~*together with, keeping of animals: Option *A/*B/*C~~

*By-laws in 11 sheets filed with plan.

*strike out whichever is inapplicable
*Insert the type to be adopted (Schedule 1 SSM Regulation 2010)

Strata Certificate (Approved Form 5)

(1) ~~*The Council of .....~~

*The Accredited Certifier Saeid Ashrafian

Accreditation Number BPB0011

has made the required inspections and is satisfied that the requirements of,

*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata schemes (Freehold Development) Regulation 2007,

~~*(b) Section 16 or 16A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata schemes (Leasehold Development) Regulation 2007,~~

have been complied with and approval of the proposed strata plan illustrated in the plan with this certificate.

~~*(2) The accredited certifier is satisfied that the plan is consistent with relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~

*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

~~*(4) The building encroaches on a public place, and:~~

*(a) The Council does not object to the encroachment of the building beyond the alignment of

.....

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.

~~*(5) This approval is given on the condition that lot(s) ..... are created as utility lots in accordance with section 37 of the strata schemes (Freehold Development) Act 1973 or section 46 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date 18/6/2012

Subdivision No. SC12005

Relevant Development Consent No. MP10_0177

Issued by Department of Planning and Infrastructure

.....

~~Authorised Person/General Manager~~/Accredited Certifier

* Strike through if inapplicable.
^ Insert lot numbers of proposed utility lots.

LGA: PITTWATER

Locality: WARRIEWOOD

Parish: NARRABEEN

County: CUMBERLAND

Surveyor's Certificate (Approved Form 3)

I, ANTHONY GEORGE KELLNER

of JBW Surveyors Pty Ltd
ACN 001 149 373

a surveyor registered under the *Surveying and Spatial Information Act, 2002*, hereby certify that:

(1) Each applicable requirement of
*Schedule 1A to the Strata Schemes (Freehold Development) Act 1973
~~*Schedule 1A to the Strata Schemes (Leasehold Development) Act 1986~~

has been met;

(2) ~~*(a) The building encroaches on a public place,~~
~~*(b) The building encroaches on land (other than a public place), and an appropriate easement has been created by ^ ..... to permit the encroachment to remain.~~

(3) *The survey information recorded in the accompanying location plan is accurate.

Signature: .....

Date: 30TH MAY 2012

* Strike through if inapplicable.
^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG1

Use STRATA PLAN FORM 3A for additional certificates, signatures and seals

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 4 sheet(s)

PLAN OF
SUBDIVISION OF LOT 501 DP 1175520

Office Use Only

SP86892

Office Use Only

Registered: 16.7.2012

Strata Certificate Details: Subdivision No: SC12005 Date: 18/6/2012

SCHEDULE OF UNIT ENTITLEMENT

(If insufficient space use additional annexure sheet)

BUILDING 'B'

LOT	U.E.
1	45
2	46
3	46
4	46
5	46
6	45
7	45
8	45
9	46
10	46
11	45
12	45
13	45
14	45
15	46
16	46
17	45
18	45

BUILDING 'C'

LOT	U.E.
19	44
20	45
21	46
22	46
23	45
24	45
25	45
26	45
27	46
28	46
29	45
30	45
31	45
32	45
33	46
34	46
35	45
36	45

BUILDING 'E'

LOT	U.E.
37	45
38	46
39	45
40	38
41	37
42	45
43	45
44	44
45	45
46	47
47	45
48	37
49	45
50	45
51	45
52	45
53	44
54	47
55	45
56	37
57	44
58	44
59	45
60	45
61	49
62	48
63	48
64	46
65	49
66	17077

AGGREGATE 20,000

Warning Statement regarding the Initial Schedule of Unit Entitlement

The Schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA Strata Schemes (Freehold Development) Act 1973 or section 67AAA Strata Schemes (Freehold Development) Act 1986.

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG1

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

PLAN OF

SUBDIVISION OF LOT 501 DP 1175520

Office Use Only

SP86892

Office Use Only

Registered: 18.7.2012

Strata Certificate Details: Subdivision No: SC12005 Date: 18/6/2012

SCHEDULE OF UNIT ENTITLEMENT

(If insufficient space use additional annexure sheet)

PURSUANT TO SEC.88B OF THE CONVEYANCING ACT 1919 & SEC 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:-

1. EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)

RHODES PENINSULA DEVELOPMENTS PTY. LIMITED ACN 085 345 751 Common Seal

DIRECTOR

Peter Spira

Community Administration Property Management Pty Limited ACN 001 358 451 Seal

SECRETARY

ROBYN McCULLY

THIS PLAN CONTAINS A STRATA DEVELOPMENT CONTRACT COMPRISING SHEETS 1-19

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG1

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

PLAN OF
SUBDIVISION OF LOT 501 DP 1175520

SP86892

Office Use Only

Registered: 16.7.2012

Strata Certificate Details: Subdivision No: SC12005 Date: 18/6/2012

References to door numbers have not been investigated in the Department of Lands and do not form part of the plan for the purpose of the Strata Schemes (Freehold Development) Act 1973

SCHEDULE OF LOT NUMBERS & DOOR NUMBERS

BUILDING 'B'

LOT	DOOR
1	G08
2	G09
3	G10
4	G11
5	G12
6	G13
7	108
8	109
9	110
10	111
11	112
12	113
13	208
14	209
15	210
16	211
17	212
18	213

BUILDING 'C'

LOT	DOOR
19	G15
20	G16
21	G17
22	G18
23	G19
24	G20
25	115
26	116
27	117
28	118
29	119
30	120
31	215
32	216
33	217
34	218
35	219
36	220

BUILDING 'E'

LOT	DOOR
37	G34
38	G35
39	G36
40	G37
41	G38
42	G39
43	G40
44	G41
45	134
46	135
47	136
48	137
49	138
50	139
51	140
52	141
53	234
54	235
55	236
56	237
57	238
58	239
59	240
60	241
61	334
62	335
63	336
64	337
65	338

SURVEYOR'S REFERENCE: 123899-WARRIEWOOD-STG1

SP86892 C

STRATA DEVELOPMENT CONTRACT - Strata Plan No. ...

WARNING

This contract contains details of a strata scheme, which is proposed to be developed in up to five stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the Executive Committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at Item 2. In these types of development a document known as a 'Strata Management Statement' will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

DESCRIPTION OF DEVELOPMENT

1. **DESCRIPTION OF LAND**

   Lot 501 in Deposited Plan No.

2. **DESCRIPTION OF ANY NON-STRATA LAND THAT IS TO BE DEVELOPED ALONG WITH THE STRATA SCHEME**

   Not applicable.

3. **DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME**

   Not applicable.

REGISTERED 16.7.2012

4. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

Lot 66 (and possible future development lot/s).

5. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** - proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "**authorised proposals** - proposed development ***not*** subject to a warranty" in the contract.

(iii) Owners Corporation expenses

The developer agrees with the Owners Corporation that the developer will pay the reasonable expenses incurred by the Owners Corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.
- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

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(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

in all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "**damage**" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and

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- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and

- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

6. **WARRANTED DEVELOPMENT** - proposed development subject to a warranty.

Not applicable.

7. **AUTHORISED PROPOSALS (Stage 2 – Lot 66, and possible future stages)** - proposed development not subject to a warranty.

Development that the developer is permitted to carry out, but not compelled to carry out.

(i) **Description of development**

Up to 13 buildings (Buildings A, D, F, G, H, I, J, K, L, M, N, O, & P) of up to 4 levels containing up to 382 residential units and 1 managers facility with associated basement carparking and storage – OR,

Any combination of the above in any order with the creation of up to four additional development lots as necessary.

(ii) **Common property amenities**

Swimming pool, access driveways, stairs, corridors, pathways, lifts, plantrooms, landscaped areas, garbage collection and storage facilities, and visitor parking.

(iii) **Schedule of commencement and completion**

Not applicable.

(iv) **Schedule of lots**

Up to 383 lots.

(v) **Working hours**

Between 7am and 5pm Mondays to Fridays, inclusive, and between 8am and 5pm on Saturdays, or as amended by Pittwater Council and/or the Department of Planning.

(vi) **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**

No interference with Common Property as created by Stage 1.

Construction zones wholly maintained within the Development Lot.

(vii) Landscaping

In accordance with landscape plans approved by the Department of Planning and/or the Principal Certifying Authority.

(viii) Schedule of materials and finishes

External walls of rendered lightweight masonry, brick and concrete.

(ix) Vertical staging

Parts of development Lot 66 are situated above and below Stage 1. The developer holds a Construction Insurance Policy with Chartis (Policy No. SX121857) and a Combined Public & Products Liability with Zurich Australia (Policy No. 78-4012884-LIA).

(x) Contribution to common property expenses

The developer is not liable for any Common Property expenses.

(xi) Proposed by-laws, management agreements, covenants, easements or dedications

By-Laws as required.

Restrictions, Easements, Positive Covenants or other rights as required by Council, Government Departments or Service Authorities.

Creation of management agreement

8. DATE OF CONCLUSION OF DEVELOPMENT SCHEME

1st March 2022.

9. CONCEPT PLAN

See Sheets 7 – 19.

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SIGNATURES, CONSENTS, APPROVALS

Signature/seal of developer: ..... SECRETARY ROBYN McCULLY ..... DIRECTOR Peter Spira

Signature/seal of each registered mortgagee, chargee, covenant chargee and lessee of the development lot: .....

.....

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot:

.....

.....

CERTIFICATE OF APPROVAL

It is certified:

(a) that the consent authority has consented to the development described in Development Application No. MP10_0177_MOD_7 and

(b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:

(i) any condition subject to which the consent was granted; or

(ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date: 18/4/12 .....

Execution of consent authority: .....

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GENERAL LAYOUT OF BUILDINGS

"A" "D" "F" "G" "H" "I" "J" "K" "L" "M" "N" "O" & "P"

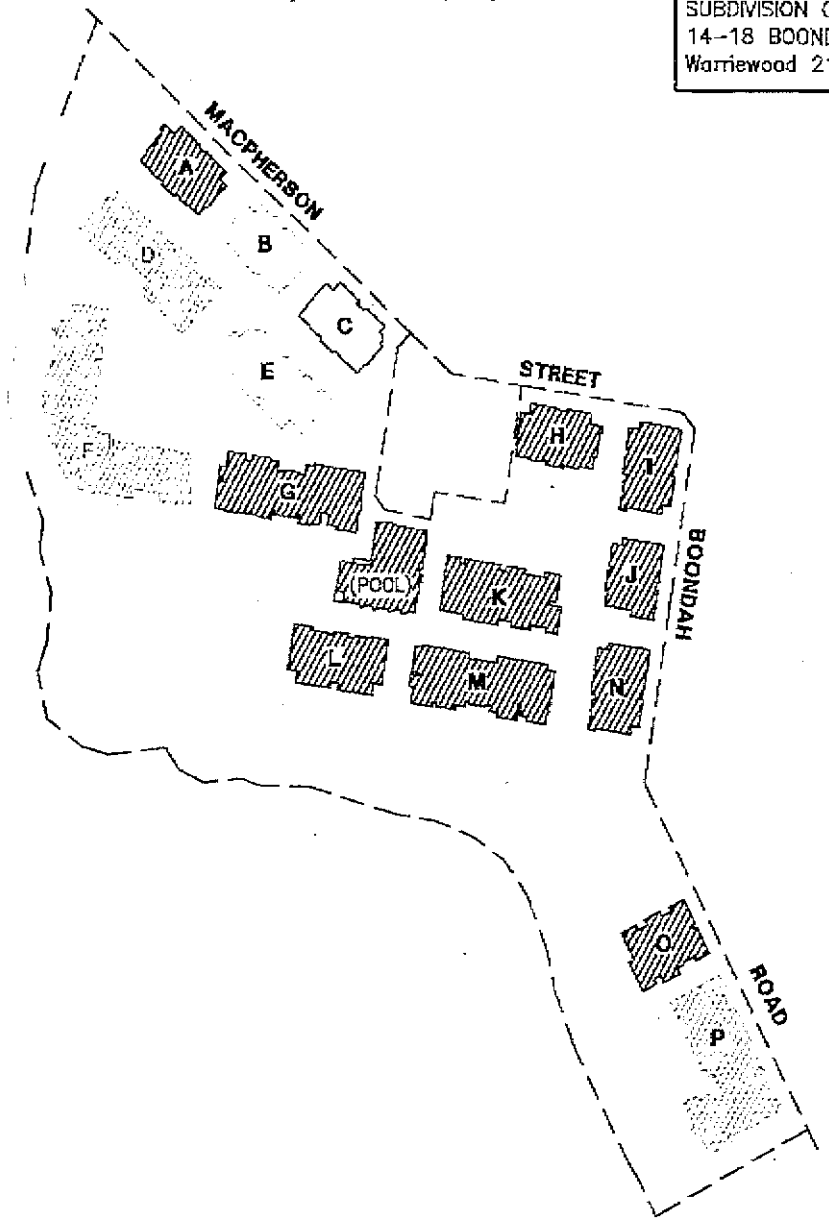
(BUILDINGS "B", "C" & "E" - STAGE 1)

Strata Development Contract
CONCEPT PLAN
Plan Of Development
SUBDIVISION OF LOT 501 DP
14-18 BOONDAH ROAD,
Warriewood 2102

Strata Plan No.

Consented to
Application No.

Registered Date



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REGISTERED 16.7.2012

Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14-18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application No. Registered Date

REGISTERED 16.7.2012

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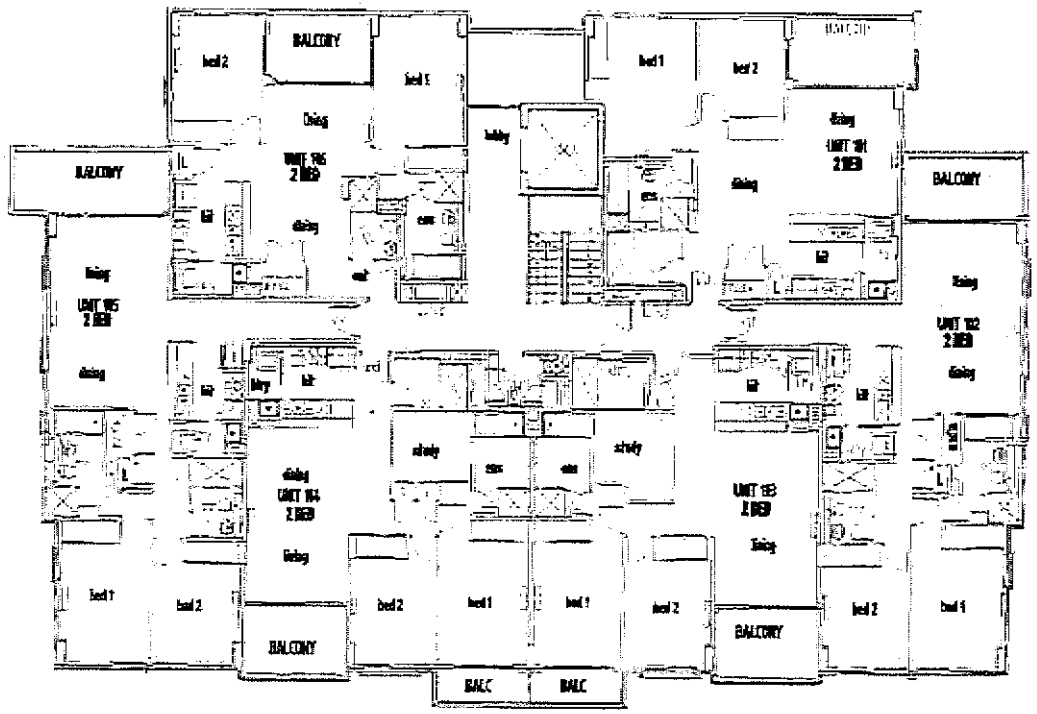
LEVEL 1
BUILDING 'A'

(TYPICAL LAYOUT)



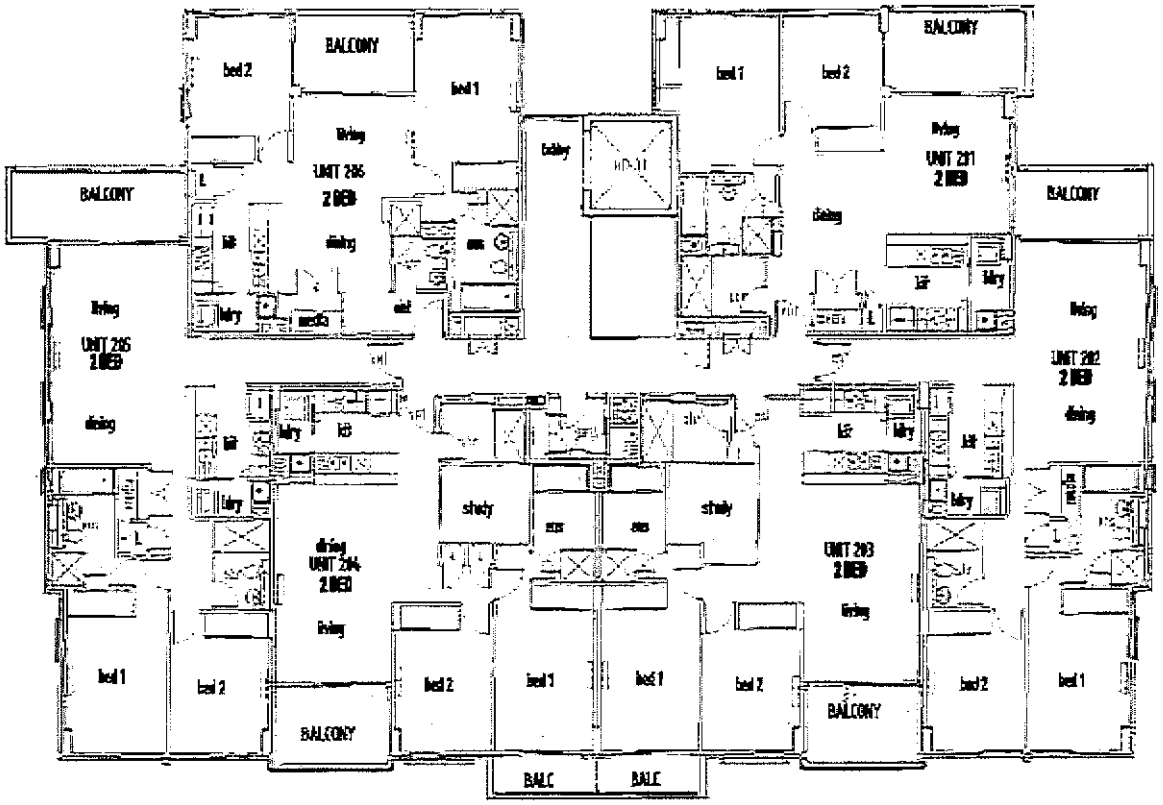
Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application No. Registered Date

REGISTERED 16.7.2012

LEVEL 2
BUILDING 'A'

(TYPICAL LAYOUT)

SP86892

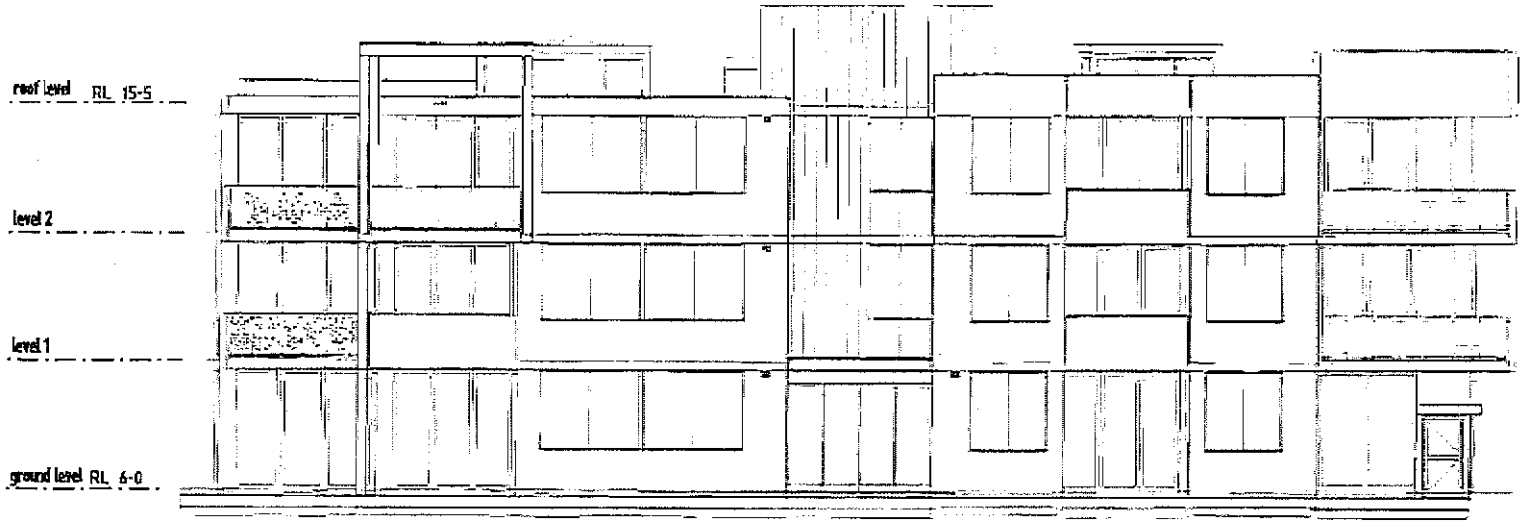


Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application No. Registered Date

REGISTERED 16.7.2012

NORTH ELEVATION
BUILDING 'A'

SP86892

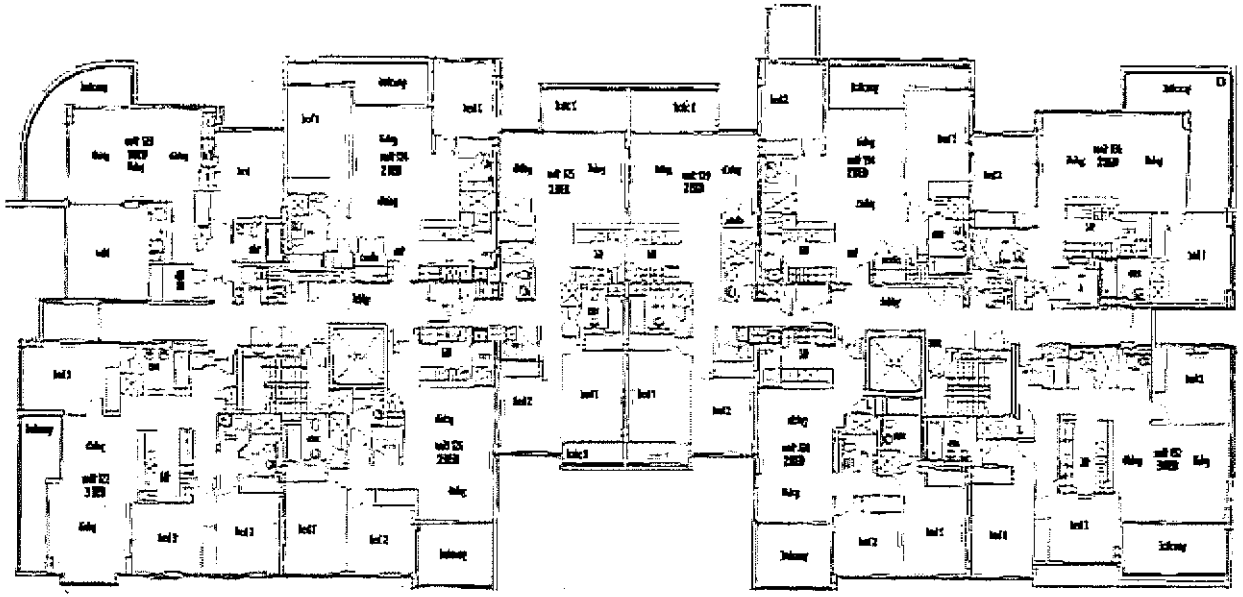


Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application No. Registered Date

LEVEL 1
BUILDING "D"

(TYPICAL LAYOUT)

SP86892



REGISTERED 16.7.2012

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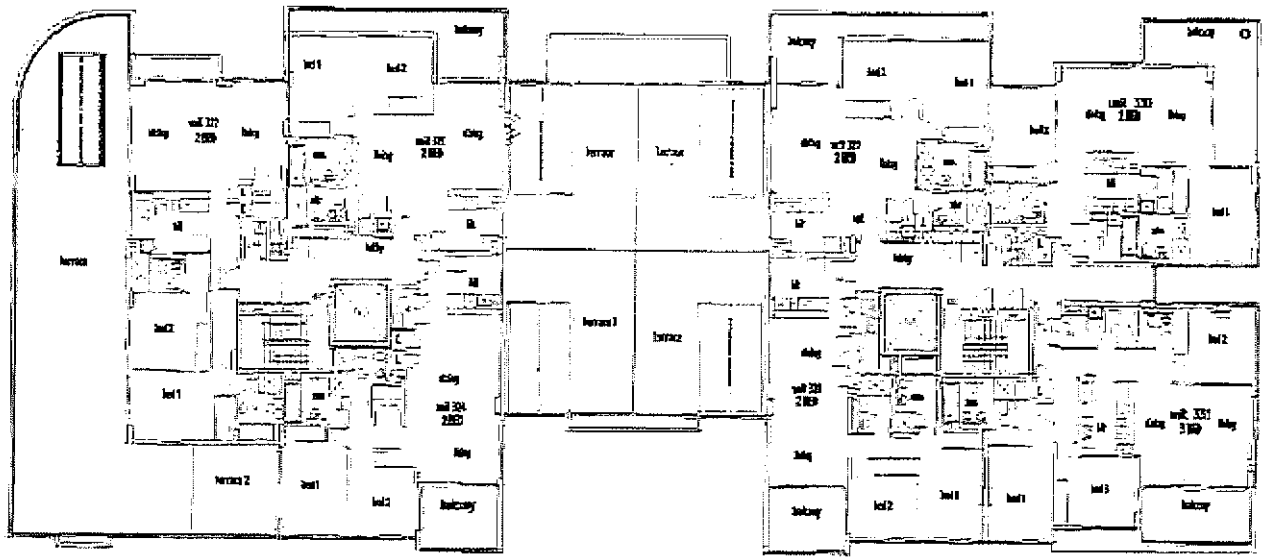
Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application Registered Date

REGISTERED 16.7.2012

LEVEL 3
BUILDING 'D'

(TYPICAL LAYOUT)



Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application No. Registered Date

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REGISTERED 16.7.2012

NORTH ELEVATION
BUILDING 'D'

Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Consented to Application Registered Date

N

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LEVEL 1
BUILDING 'F'

(TYPICAL LAYOUT)

REGISTERED 18.7.2012

Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application No. Registered Date

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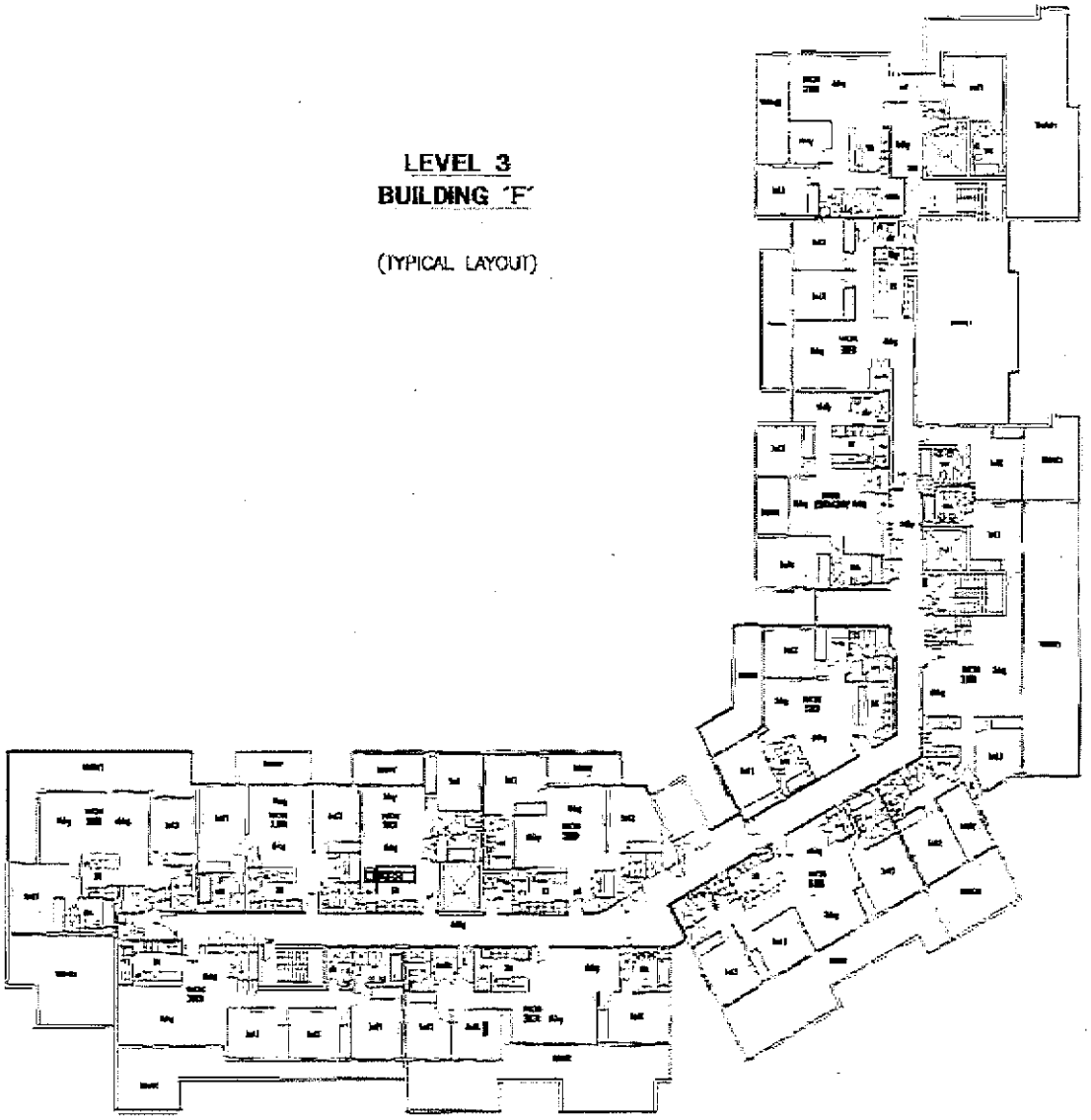
N

LEVEL 3
BUILDING 'F'

(TYPICAL LAYOUT)



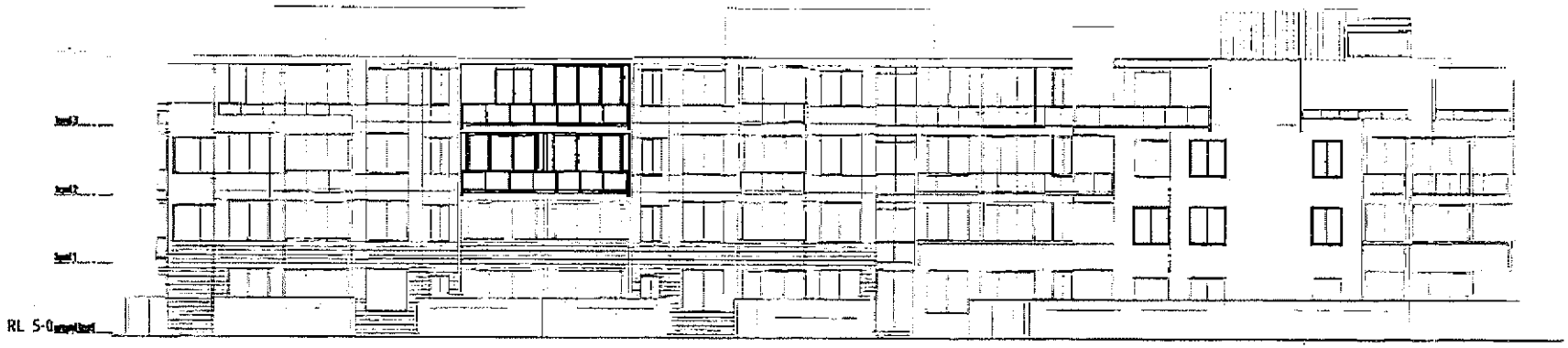
REGISTERED 16.7.2012

Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented Application Registered Date

SP86892

REGISTERED 18.7.2012

NORTHERN ELEVATION
BUILDING 'F'

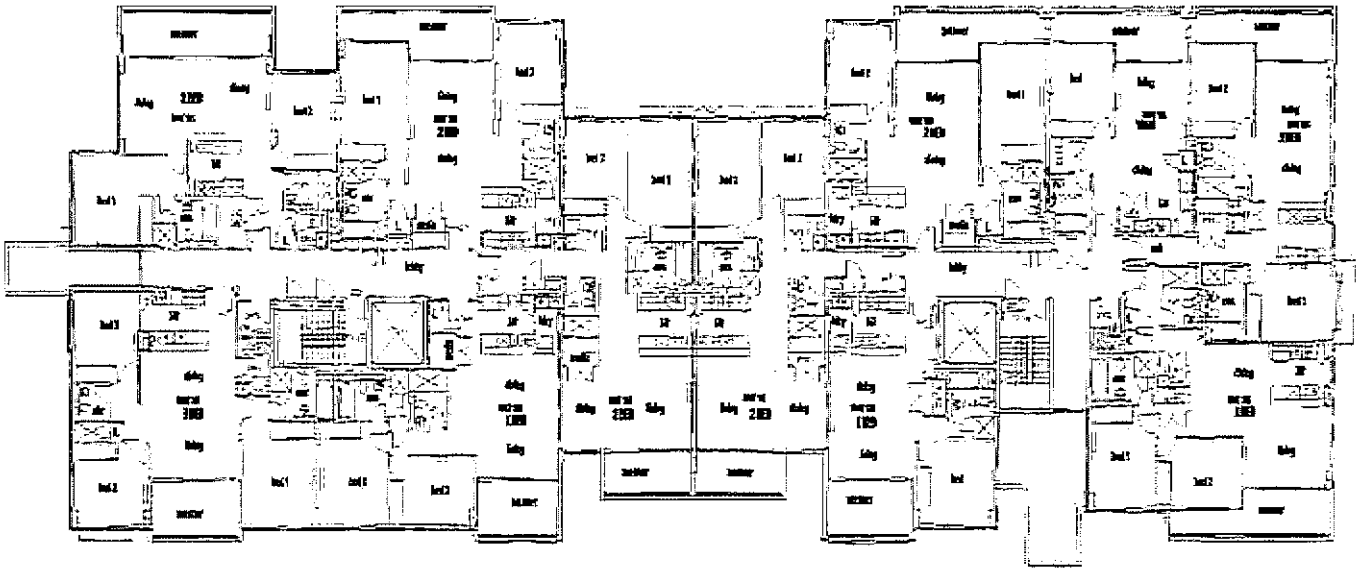


Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application No. Registered Date

SP86892

LEVEL 1
BUILDING 'G'

(TYPICAL LAYOUT)



REGISTERED 18.7.2012

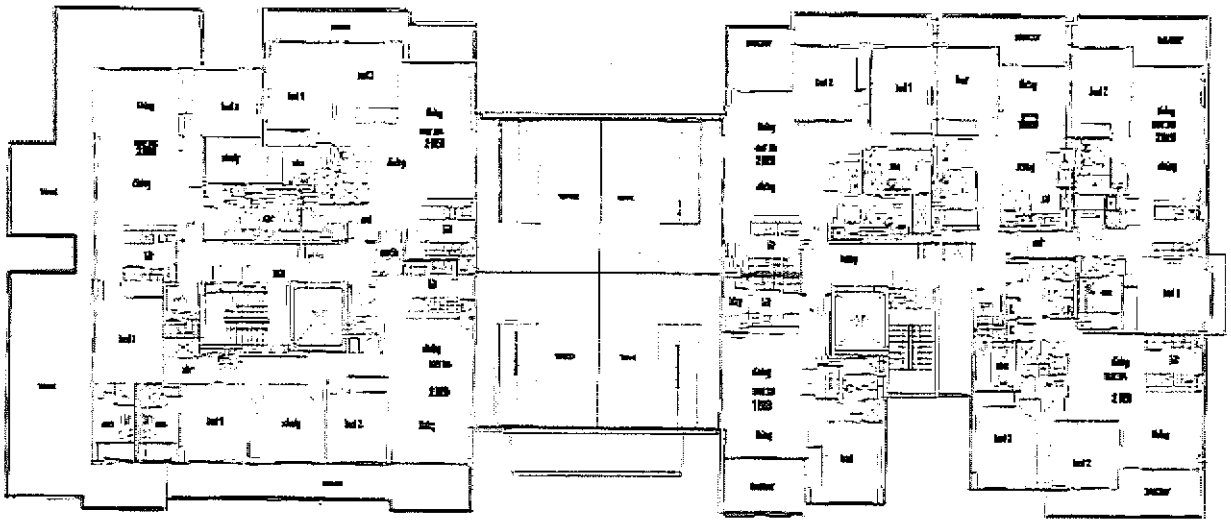
Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application Registered Date

SP86892

REGISTERED 18.7.2012

LEVEL 3
BUILDING "G"

(TYPICAL LAYOUT)

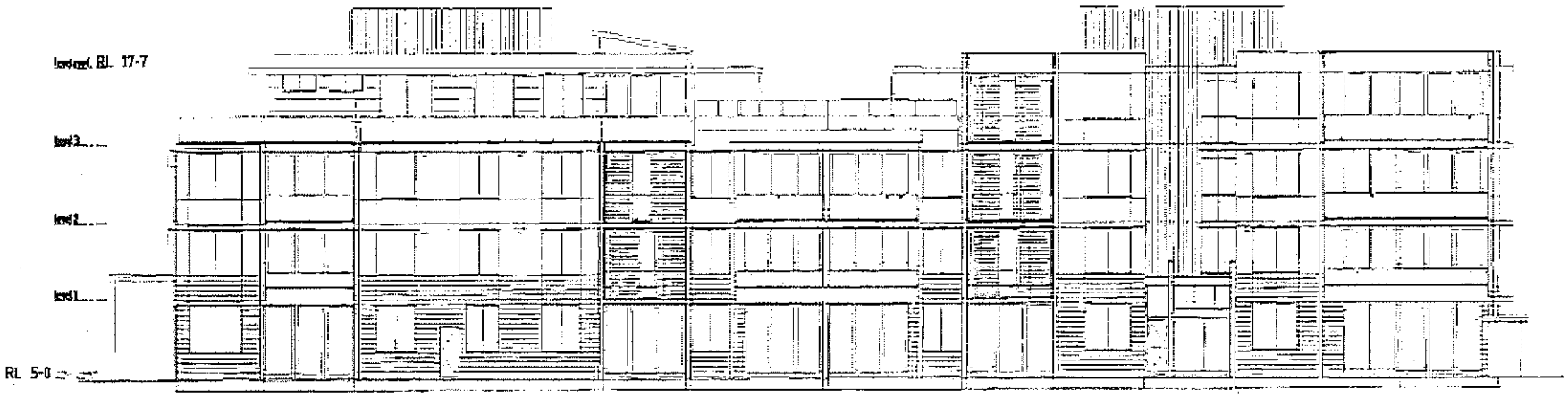


Strata Development Contract CONCEPT PLAN Plan Of Development SUBDIVISION OF LOT 501 DP 14–18 BOONDAH ROAD, Warriewood 2102	Strata Plan No. Consented to Application No. Registered Date

SP86892

REGISTERED 16.7.2012

SOUTHERN ELEVATION
BUILDING 'G'



Form: 11R
Release: 4-1

REQUEST

New South Wales
Real Property Act 1900

AI379976G

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

(A) STAMP DUTY — If applicable, Office of State Revenue use only

(B) TORRENS TITLE — CP/SP86892

(C) REGISTERED DEALING

Number	Torrens Title

(D) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1056P	MERITON GROUP DX 1177 SYDNEY LPI NO: 123759V Reference: LW: WARRIEWOOD SDC	R

(E) APPLICANT — MERITON PROPERTY MANAGEMENT PTY LTD ACN 002 298 464

(F) NATURE OF REQUEST — REQUEST FOR AMENDMENT OF STRATA DEVELOPMENT CONTRACT
SECTION 28J STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(G) TEXT OF REQUEST

THE APPLICANT REQUESTS THAT THE STRATA DEVELOPMENT CONTRACT FILED WITH SP86892 BE AMENDED SUCH THAT THE STRATA DEVELOPMENT CONTRACT ATTACHED TO THIS REQUEST AS ANNEXURE "A" BE SUBSTITUTED IN LIEU OF THE FIRST 6 PAGES OF THE STRATA DEVELOPMENT CONTRACT FILED WITH SP86892.

DATE 10 February 2014

(H) Certified correct for the purposes of the Real Property Act 1900 on behalf of the applicant by the person whose signature appears below.

Signature:

Signatory's name: LI-ENG WONG
Signatory's capacity: solicitor

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under eNOS ID No. Full name: Signature:

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

1303

"A"

STRATA DEVELOPMENT CONTRACT - Strata Plan No. ...

WARNING

This contract contains details of a strata scheme, which is proposed to be developed in up to twelve stages on the land described in it.

The developer is only bound to complete so much of the proposed development as is identified as "warranted development" in this contract. However the developer cannot be prevented from completing the balance of the proposed development identified as "authorised proposals" in this contract.

The schedule of unit entitlement may, on completion of the development, be revised in accordance with section 28QAA of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might be varied but only in accordance with section 28J of the Strata Schemes (Freehold Development) Act 1973.

The proposed development might not be completed.

The vote of the developer is sufficient to pass or defeat a motion at a meeting of the Owners Corporation, or of the Executive Committee, if the motion is about a development concern. Development concerns are generally those things necessary to be done in order to complete the development in accordance with this contract. See sections 28N, 28O and 28P of the Strata Schemes (Freehold Development) Act 1973.

During development of a further stage there may be disruption to existing occupants due to building and construction activities.

This contract should not be considered alone, but in conjunction with the results of the searches and inquiries normally made in respect of a lot in a strata scheme.

The strata scheme might be part of a larger development that also includes non-strata land. If this is the case then this will be disclosed at item 2. In these types of development a document known as a 'Strata Management Statement' will govern the relationship between the strata and the non-strata parts of the development, and you should consider that document in deciding whether to acquire an interest in the strata scheme.

DESCRIPTION OF DEVELOPMENT

1. **DESCRIPTION OF LAND**

   Lot 501 in Deposited Plan No.

2. **DESCRIPTION OF ANY NON-STRATA LAND THAT IS TO BE DEVELOPED ALONG WITH THE STRATA SCHEME**

   Not applicable.

3. **DESCRIPTION OF ANY LAND PROPOSED TO BE ADDED TO THE SCHEME**

   Not applicable.

4. DESCRIPTION OF DEVELOPMENT LOT OR LOTS

Lot 86 (and possible future development lot/s).

5. COVENANTS IMPLIED IN STRATA DEVELOPMENT CONTRACTS BY THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

(i) Warranted Development

The developer agrees with the other parties jointly, and with each of them severally:

- that the developer must carry out the development (if any) described and identified as "**warranted development** -proposed development subject to a warranty" in the strata development contract; and
- that the developer must carry out any such development in accordance with the covenants set out and implied in the contract.

(ii) Permission to carry out warranted development and authorised proposals

The parties, other than the developer, jointly and severally agree with the developer that the developer is permitted to carry out, in accordance with the covenants set out or implied in the contract:

- the warranted development (if any); and
- such other development as is described and identified as "**authorised proposals** - proposed development *not* subject to a warranty" in the contract.

(iii) Owners Corporation expenses

The developer agrees with the Owners Corporation that the developer will pay the reasonable expenses incurred by the Owners Corporation:

- in repairing damage to the common property caused in carrying out the permitted development, except damage due to normal wear and tear; and
- for any water, sewerage, drainage, gas, electricity, oil, garbage, conditioned air or telephone service used in carrying out that development; and
- for additional administrative costs connected with that development, such as the cost of giving notice of and holding any meeting required to obtain approval of a strata plan of subdivision.
- for any amounts due under any strata management statement that are connected with the carrying out of the permitted development.

(iv) Standard of development

The developer agrees with the other parties that:

- the standard of materials used, finishes effected, common property improvements, landscaping, roadways and paths; and
- heights of buildings, other structures and works and the density of development,

In all development permitted to be carried out by the contract must not be inferior to or substantially different from those of the completed buildings and other structures and works forming part of the parcel, except to the extent (if any) that the contract specifies.

(v) Unauthorised use of the parcel

The developer agrees with the other parties that the developer will not use any part of the parcel or cause any part of the parcel to be used except:

- to the extent necessary to carry out the development permitted to be carried out by the strata development contract; or
- to such other extent as may be specified in the contract.

(vi) Restoration of common property

The developer agrees with the other parties to make good, as soon as is practicable, any damage to the common property arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

(vii) Restoration of development lot

The developer agrees with the other parties to make good, as soon as is practicable, any damage to a development lot arising out of performance of the contract, whether or not the contract contemplates or permits the damage.

For the purposes of this covenant, "damage" does not include damage necessarily resulting from having carried out (in accordance with the contract) development that is permitted by the contract to be carried out.

(viii) Additional covenants for vertical staged development

If the contract permits development to be carried out within a development lot that is wholly or partly directly above or below a part of the parcel that is not a development lot, the developer agrees with the other parties:

- to minimise any disruption caused to other occupiers of the parcel by the carrying out of permitted development or otherwise; and

- to ensure that, while permitted development is being carried out, shelter and subjacent and lateral support, consistent with proper engineering and building practices, are provided to such other parts of the parcel as are capable of being sheltered or of enjoying that support; and

- to keep the developer insured, while permitted development is being carried out, under a policy of indemnity with an insurer approved for the purposes of Part 4 of Chapter 3 of the Strata Schemes Management Act 1996 against claims for damage to property, or for death or personal injury, arising out of or resulting from the carrying out of permitted development.

6. **WARRANTED DEVELOPMENT** - proposed development subject to a warranty.

Not applicable.

7. **AUTHORISED PROPOSALS (Stage 2 – Lot 66, and possible future stages)** - proposed development not subject to a warranty.

Development that the developer is permitted to carry out, but not compelled to carry out.

(i) **Description of development**

Up to 13 buildings (Buildings A, D, F, G, H, I, J, K, L, M, N, O, & P) of up to 4 levels containing up to 382 residential units and 1 managers facility with associated basement carparking and storage – OR,

Any combination of the above in any order with the creation of up to eleven additional development lots as necessary.

(ii) **Common property amenities**

Swimming pool, access driveways, stairs, corridors, pathways, lifts, plantrooms, landscaped areas, garbage collection and storage facilities, and visitor parking.

(iii) **Schedule of commencement and completion**

Not applicable.

(iv) **Schedule of lots**

Up to 383 lots.

(v) **Working hours**

Between 7am and 5pm Mondays to Fridays, inclusive, and between 8am and 5pm on Saturdays, or as amended by Pittwater Council and/or the Department of Planning.

(vi) **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**

No interference with Common Property as created by Stage 1.

Construction zones wholly maintained within the Development Lot.

(vii) **Landscaping**

In accordance with landscape plans approved by the Department of Planning and/or the Principal Certifying Authority.

(viii) **Schedule of materials and finishes**

External walls of rendered lightweight masonry, brick and concrete.

(ix) **Vertical staging**

Parts of development Lot 66 are situated above and below Stage 1. The developer holds a Construction Insurance Policy with Chartis (Policy No. SX121867) and a Combined Public & Products Liability with Zurich Australia (Policy No. 78-4012884-LIA).

(x) **Contribution to common property expenses**

The developer is not liable for any Common Property expenses.

(xi) **Proposed by-laws, management agreements, covenants, easements or dedications**

By-Laws as required.

Restrictions, Easements, Positive Covenants or other rights as required by Council, Government Departments or Service Authorities.

Creation of management agreement .

8. **DATE OF CONCLUSION OF DEVELOPMENT SCHEME**

1st March 2022.

9. **CONCEPT PLAN**

See Sheets 7 – 19.

MERITON PROPERTY MANAGEMENT PTY. LIMITED A.C.N. 002 298 464 Seal

SIGNATURES, CONSENTS, APPROVALS

Signature/seal of developer..... ROBYN McCULLY Peter Spira .....

SECRETARY DIRECTOR

Signature/seal of each registered mortgagee, chargee, covenantee, caveator and lessee of the development lot: .....

.....

Signature/seal of each registered mortgagee and chargee, of a lease of the development lot:

.....

.....

CERTIFICATE OF APPROVAL

It is certified:

(a) that the consent authority has consented to the development described in Development Application No. ..... and

(b) the carrying out of the proposed development described as "warranted development" and "authorised proposals" in this strata development contract would not contravene:

(i) any condition subject to which the consent was granted; or

(ii) the provisions of any environmental planning instrument that was in force when the consent was granted except to the following extent:

Date: .....

Execution of consent authority: .....

Amended SDC: Wentwood - Beenleigh McPherson | 13/8/13

Sheet ~~7 of 8~~ Sheets 8 of 9

Approved Form 16

Updated April 2009

Amendment of a Strata Development Contract

Certificate of Approval by a Consent Authority

The consent authority Department of Planning and Infrastructure certifies that pursuant to Section 28B(2) & 28J Strata Schemes (Freehold Development) Act 1973 or Section 42(2) and 60(8) Strata Schemes (Leasehold Development) Act 1986:

(a) They approve the amendment to the Strata Development Contract.

(b) The documents herewith describe and illustrate the approved amendment, and

(c) The amendment is not inconsistent with any related development consent,

(d) The carrying out of the permitted development would not contravene:

(i) any condition subject to which the consent was granted; or

(ii) the provisions of any environmental planning instrument that is in force except to the following extent: .....

Date 23.12.13

Execution of consent authority .....

VED DUCA.

B:3589212_1 OCS

Approved Form 17

Updated April 2009

Amendment of Strata Development Contract

Strata Plan No. 86892

(1) The Applicant being the developer of the Scheme referred to above, certifies that in accordance with s. 28J Strata Schemes (Freehold Development) Act 1973 or s. 50 Strata Schemes (Leasehold Development) Act 1986 and with the consent of Department of Planning and Infrastructure they are making application to amend the strata development contract.

(2) The amendment(s) involve item(s) ~~*(a), *(b), *(c), *~~(d) as indicated below.

(a) Changes which give affect to a change in law or change in requirements of a consent authority but does not include changes as in (b).

(b) Changes in the architectural or landscaping design of the development, or in the essence or theme,

(c) Changes to the terms of a development consent but does not include (a) or (b).

(d) Changes which do not include (a), (b) or (c).

~~*(3) The relevant owners corporation has been notified that the Strata Development Contract has been amended as fully set out in the annexure hereto, such amendment relating only to item (a) above,~~

*(4) The relevant owners corporation has passed a resolution pursuant to which the Strata Development

Contract has been amended as fully set out in the annexure hereto. The amendment relates to item;

~~*(b) above and requires a unanimous resolution.~~

~~*(c) above and requires a special resolution.~~

*(d) above and requires an ordinary resolution.

~~*(5) Approval has been given by the Land and Environment Court under s. 28K Strata Schemes (Freehold Development) Act 1973 or s. 51 Strata Schemes (Leasehold Development) Act 1986 to the amendment to the Strata Development Contract as set out in the order of the court made on ^..... a copy of which is annexed hereto.~~

Certificate of the Owners Corporation

The Owners - Strata Plan No. 86892 certifies that it has passed a ~~*unanimous, *special, *~~ordinary resolution pursuant to Strata Schemes (Freehold Development) Act 1973 or Strata Schemes (Leasehold Development) Act 1986, consenting to the amendment of the Strata Development Contract as set out in the annexure hereto.

The common seal of the Owners - Strata Plan No 86892 was hereunto affixed on ^17-9-13 in the presence of RUSSELL WINNSLEY, being the person (s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

THE OWNERS - STRATA PLAN No. 86892
Common Seal

S:3659213_1 CCS

C 1916

R.P. 73. No.

New South Wales

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

I, FREDERICK WALTER BRAND of Yarrawood, Dairyman,

(herein called transferor) being registered as the proprietor of an estate in fee simple in the land hereinafter described subject however to such encumbrances, liens and interests as are notified hereunder, in consideration of TWO THOUSAND FIVE HUNDRED AND EIGHTY EIGHT POUNDS (£2588) (the receipt whereof is hereby acknowledged) paid to me by WALLACE ROY [illegible] of 10 [illegible] Road, [illegible], Company Director,

(herein called transferee) do hereby transfer to the said transferee ALL such my Estate and Interest in ALL the land mentioned in the schedule following:—

	County.	Parish.	Whole or Part.	[illegible]	Fol.	Description of Land if part only.
	Cumberland	Morrocoo	Whole	6750	206	

And the Transferee covenants with the transferor as per annexure hereto marked "A"

And the transferee covenants with the transferor

ENCUMBRANCES, &c., REFERRED TO.

Minerals in Crown re Portion 97.

Signed at Sydney the [illegible] day of December 19[illegible]

Signed in my presence by the transferor WHO IS PERSONALLY KNOWN TO ME

F.W. Brand
Transferor.

Signed

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

By his Attorney
C.E.C. [illegible]

Signed in my presence by the transferee by his attorney WHO IS PERSONALLY KNOWN TO ME

If signed by virtue of any power of attorney, the original power must be produced, and produced with each Transfer, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

N.B.—Section 117 requires that the above covenants be signed by each [illegible] and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages [illegible]

F G 1916

LODGED BY

No.

CONSENT OF MORTGAGEE.

(N.B.—Before extension read marginal note.)

I, mortgagee under Mortgage No. release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

Dated at this day of 19

Signed in my presence by

who is personally known to me.

Mortgagee.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum whereby the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. 416 Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at the 12 day of January 1956

Signed in the presence of C.E.C. Jeffries

CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.

Appeared before me at the day of one thousand nine hundred and the attesting witness to this instrument and declared that he personally knew the person signing the same, and whose signature thereto he has attested; and that the same purporting to be such signature of the said to own handwriting, and that he was of sound mind and freely and voluntarily signed the same.

INDEXED

MEMORANDUM OF TRANSFER

DOCUMENTS LODGED HEREWITH.
To be filled in by person lodging instrument.

1. Received Date
2. Nos.
3.
4.
5.
6.
7.
Receiving Clerk.

Checked by

Particulars entered in Register Book, Volume 4750 Folio 244

Passed (in S.D.D.) by

the 13th day of January 1956

Signed by 22 minutes past 4 o'clock in the afternoon

Registrar General

LEAVE THESE SPACES FOR DEPARTMENTAL USE

PROGRESS RECORD.

	Initials	Date
Sent to Survey Branch		
Received from		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

Vol. Fol.

EXECUTION OUTSIDE NEW SOUTH WALES.

If the parties be resident without the State, but in any other part of the British Dominions, the instrument must be signed or acknowledged before the Governor of Victoria or Queensland or such Permanent or Deputy Judge, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or the Mayor or Chief Officer of any municipal or local government authority or public office of the Peace for such place or the Governor, Government Resident, or Chief Secretary of any part or split when parted of the Chief Justice of New South Wales may appoint.

If resident in the United Kingdom the Mayor or Chief Officer of any municipality or a Notary Public.

If resident at any foreign place, then the instrument must be signed or acknowledged before a Minister, Ambassador, Envoy, Minister Resident, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Consul, Vice-Consul, Trade Consul, Trade Commissioner, Agent, or Consular Agent, under his seal of office, or the officer holding any such office, or before a Judge of the city or district thereof before one of such persons from the date of the affidavit, his seal be such further evidence, or other person as the said Chief Justice may approve.

This form may be used for Transfers by the Mortgagee with evidence of power of sale, Transfers by Executors, Trustees, Liquidators, Receivers, Sheriffs, Mortgagees, Certificate. In addition the following fees are payable: 5/- for each additional Certificate issued to the Transfer, (b) 5/- for each new Certificate issued, (c) 10/- where the Transfer contains covenants, (d) 10/- where partial discharge of mortgage is endorsed on the Transfer, (e) 10/- for each additional folio where the Certificate is in Folio, (f) 10/- for each additional folio where the Certificate is in Folio, (g) 10/- for each additional folio where the Certificate is in Folio, (h) 10/- where the Transfer is in common form and requires signature of Certificate.

Transfer in common form requires signature of Certificate.

If part only of the land is transferred a new Certificate must issue for the part, and the old Certificate will be retained in the Office. A new Certificate may be issued for the balance if desired.

G 1916

Annexure to Memorandum of Transfer dated 24 December 1953 from Frederick Walter Brand to Wallace Hope Gibson of land comprised in Certificate of Title Volume 6750 Folio 224.

.....

The transferee for himself and his assigns HEREBY for the benefit of the adjoining lands being Lots A ~~and B~~ on Plan annexed to Dealing No. 670485 but only during the ownership thereof by the transferror executors administrators and assigns other than purchases on sale COVENANTS with the transferror his executors administrators and assigns that no fence shall be erected on the land hereby transferred to divide it from such adjoining land without the consent of the transferror his executors administrators and assigns but such consent shall not be withheld if such fence is erected without expense to the transferror his executors administrators and assigns and in favour of any person dealing with the transferee or his assigns such consent shall be deemed to have been given in respect of every such fence for the time being erected AND for the purpose of Section 88 of the Conveyancing Act 1919/1945 it is hereby further agreed that:

(a) The land to which the benefit of the foregoing covenant is appurtenant is the adjoining land as above described.

(b) The land which is subject to the burden of the said covenant is the land hereby transferred.

(c) The persons by whom the said covenant may be released varied or modified are the owner or owners for the time being of the said adjoining land.

Signed in my presence by the transferror who is personally known to me

F W Brand
Transferror

Signed in my presence by the transferee who is personally known to me

W Hope Gibson
by his attorney
P R Gibson
Transferee

97-0170

(1)

TRANSFER GRANTING EASEMENT

Real Property Act 1900

U 369388 0

B

Office use

(A) LAND
Show no more than 20 References to Title

SERVIENT TENEMENT (Land Burdened)	DOMINANT TENEMENT (Land Benefited)
FOLIO IDENTIFIER 1/207630	Easement in Gross pursuant to Section 88A(1) of the Conveyancing Act, 1919 as amended.

(B) LODGED BY

L.T.O. Box	Name, Address or DX and Telephone	
~~8899~~ 354L	~~Manager Real Estate~~ STATE SEARCH. ~~Water Board~~ DX A202 Sydney South ~~PO Box 453~~ 2000 Ph. 9512207 SYDNEY SOUTH NSW 2000 197634FB	TG
	REFERENCE (max. 15 characters):	

(C) TRANSFEROR
(Registered Proprietor of servient tenement)

JEAN DOROTHY EMMITT

OVER

(D) acknowledges receipt of the consideration of Three Thousand Dollars ($3,000.00)

(E) and TRANSFERS and GRANTS the Easement or Rights more particularly described in Annexure "A" hereto,

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

(F) TRANSFEREE
(Registered Proprietor of dominant tenement)

WATER BOARD a public authority constituted by Act of Parliament Water Board Act, 1987 within the meaning of Section 88A of the Conveyancing Act, 1919.

(G) subject to the following ENCUMBRANCES 1. Mortgage 2873634 2. Consent of Mortgagee annexed hereto as Annexure "B"

(H) We certify this dealing correct for the purposes of the Real Property Act 1900. DATE

Signed in my presence by the Transferor who is personally known to me.

Signature of Witness

MICHAEL BOURKE
Name of Witness (BLOCK LETTERS)

1 Blues Pt Rd McMahons Point
Address of Witness

Signature of Transferor

The WATER BOARD by its Attorney KENNETH CHARLES TAYLOR who hereby states at the time of executing this instrument has no notice of the revocation of the Power of Attorney Registered No. 686 Book 7826 under the authority of which this instrument has been executed.

Signature of Witness

ROBERT SEYMOUR
Name of Witness (BLOCK LETTERS)

115-123 BATHURST STREET, SYDNEY
Address of Witness

Signature of Transferee

INSTRUCTIONS FOR FILLING OUT THIS FORM ARE GIVEN ON THE BACK

CHECKED BY (Office use only)

450

INSTRUCTIONS FOR COMPLETION

NOTE: Registered mortgagees, lessees and chargees of the servient tenement should consent to the grant of easement; otherwise, the mortgage, lease or charge should be noted as a prior encumbrance (see note 4(G) below).

1. The Transfer must be completed clearly and legibly in permanent, dense, black or dark blue non-copying ink. If using a dot-matrix printer the print must be letter-quality.
2. Do not use an eraser or correction fluid to make alterations. Rule through rejected material and initial each alteration in the left-hand margin.
3. If the space provided at any point is insufficient, you may annex additional sheets. These must be the same size as the form. Paper quality, colour, etc, must conform to the requirements set out in Land Titles Office Information Bulletin No. 19. The first and last pages of any annexure must be signed by the parties and any attesting witness.
4. The following instructions relate to the marginal letters on the form:

(A) LAND

Show the current Reference to Title for both the dominant and servient tenements, for example, "1/"23456" or "Volume 12345 Folio 111". If there are more than 20, show none in this panel. Place ALL of them on an annexure (see 3 above) with 20 references per sheet.

(B) LODGED BY

This section is to be completed by the person or firm lodging the dealing at the Land Titles Office.

LTO Box If the person or firm lodging has a Land Titles Office delivery box, show the number here; if not, leave this panel blank.

Name, Address or DX and Telephone Show the name, full address and daytime telephone number.

Reference (max. 15 characters) This is optional. Any blank spaces, slashes, dots, etc, will be counted as characters.

(C) TRANSFEROR

Show the full name of the Transferor.

(D) CONSIDERATION

Show the consideration here.

(E) TRANSFERS/GRANTS

State the nature of the easement (note section 181A of the Conveyancing Act 1919) and accurately describe the site of the easement. The transfer and grant must comply with section 88 of the Conveyancing Act 1919.

(F) TRANSFEREE

Show the full name of the Transferee.

(G) ENCUMBRANCES

Show the dealing number only of any mortgage, lease, charge or writ which affects the servient tenement (see Note above).

(H) EXECUTION

The Transfer must be executed by or on behalf of all parties to the Transfer.

By a Party Personally The Transfer must be executed in the presence of an adult witness who is not a party to the dealing and who knows the party executing personally. The witness should complete the appropriate section of the form.

By an Attorney The Power of Attorney must be registered in the General Register of Deeds at the Land Titles Office and the registration number must be quoted when executing the dealing. The execution should take the form, "AB by her attorney XY *(full name)* pursuant to Power of Attorney Book 1234 Number 567".

Under Authority If executing the Transfer under a statutory, judicial or other authority, except a Power of Attorney (see above), the nature of the authority must be disclosed.

By a Corporation under Seal The execution should either include a statement that the seal has been properly affixed, for example "...*pursuant to a resolution of the board of directors* ...", or all those attesting the affixing of the seal must state their position in the corporation.

By a Solicitor on behalf of the Transferee The solicitor must state that the Transfer has been thus executed and must print or type her/his full name. The signature need not be witnessed.

The completed dealing must be presented to the Office of State Revenue, STAMP DUTIES DIVISION, for assessment or marking then lodged by hand at the Land Titles Office, Queen's Square, Sydney (adjacent to the Hyde Park Barracks) and must be accompanied by the Certificate of Title for the servient tenement. Lodgment of the Certificate of Title for the dominant tenement is optional.

If you have any questions about filling out this form, please call (02)228-6666 and ask for Customer Services Branch.

ANNEXURE 'A'

THIS IS THE ANNEXURE MARKED 'A' REFERRED TO IN THE TRANSFER GRANTING EASEMENT BETWEEN JEAN DOROTHY ZAMMIT (AS TRANSFEROR) AND THE WATER BOARD (AS TRANSFEREE) AND DATED THE DAY OF 1994.

An Easement or Rights as more fully set out and described in Memorandum X342178 over that part of the land comprised in Folio Identifier 1/207630, shown on Deposited Plan 637078 as "PROPOSED EASEMENT FOR WATERMAIN VAR. WIDTH" and referred to for the purposes hereof as "the said land" and subject to the conditions covenants and provisions set forth in Memorandum X342178 (which said conditions, covenants and provisions shall be deemed to be incorporated herein) out of the servient tenement to the Transferee.

Transferor

Transferee

Witness

Witness

C:\DSEO\945.SAM

ANNEXURE 'B'

THIS IS THE ANNEXURE MARKED 'B' REFERRED TO IN THE TRANSFER GRANTING BASEMENT BETWEEN JEAN DOROTHY ZAMMIT (AS TRANSFEROR) AND THE WATER BOARD (AS TRANSFEREE) AND DATED THE DAY OF 1994.

NATIONAL AUSTRALIA BANK LIMITED as mortgagee by virtue of mortgage Registered No. Z873634 hereby consents to the within Transfer Granting Easement but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED:

C:USE\0358.SAM

THIS IS AN ANNEXURE TO TRANSFER GRANTING EASEMENT BETWEEN JEAN DOROTHY ZAMMIT AS TRANSFEROR and WATER BOARD AS TRANSFEREE DATED

NATIONAL AUSTRALIA BANK LIMITED A.C.N. 004 044 937 as mortgagee by virtue of mortgage Registered No. 2873634 hereby consents to the within Transfer Granting Easement but without prejudice to and reserving all its rights powers and remedies under its Security.

DATED at Sydney this 27th day of May, One thousand nine hundred and ninety four.

Signed in my presence
by LYNETTE IRENE DANDY
the Attorney of National
Bank Limited
Attorney [illegible] 599
Book 3534 who is personally
known to me.

George St, Sydney

KYLIE BARNETT Bank Officer

Signed for and on behalf of
National Australia Bank Limited
[illegible]

[illegible]

10-1280

REGISTRATION DIRECTION ANNEXURE

Use this side only for first and second schedule direction
DO NOT USE ADDITIONAL OR DIRECTIONS

U369388

FIRST SCHEDULE DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	DETAILS

SECOND SCHEDULE AND OTHER DIRECTIONS

FOLIO IDENTIFIER	DIRECTION	DEALING TYPE	DEALING NUMBER	DETAILS
1/207630	ON	EA		EASEMENT FOR MAINTENANCE VAR WIDTH AFFECTING PART OF THE LAND ABOVE DESCRIBED SHOWN SO BURDENED IN DP637078

PLAN FORM 2 (APPROVED FORM 3)

SIGNATURE AND SEALS ONLY

ROBYN McCARTY
SECRETARY

Richard A de Carvalho
DIRECTOR

Executed by Tom Beders
Acting pursuant to Approved Powers
Power of Attorney dated 19/4/11
in the presence of:

Witness

Trinity Sq Support

Plan Drawing not to scale

MACPHERSON STREET

BOONDAH ROAD

STREET

DIAGRAM #2
NOT TO SCALE

DIAGRAM #1
NOT TO SCALE

DP 1080979

Registered: 18-4-2008

Title System: TORRENS

Purpose: SUBDIVISION

Reference: 102767-42 F

Last Plan: DP203530, DP1084862

PLAN OF

SUBDIVISION OF LOTS 102 IN DP 576423, LOT 200 IN DP 1084862, LOTS 102 IN DP 203530 AND LOTS 20&21 IN DP 21042

Lengths are in metres. Reduction Ratio 1:1000

L.G.A.: PITTWATER

Locality: WARRIEWOOD

Parish: NARRABEEN

County: CUMBERLAND

Surveyor's Reference: 22801

Anthony George Kelly
John G. Wills Pty Ltd ACN 001 145 323

Surveying completed under the direction and control, in accordance with the Surveyors Act 1929, by me or under my supervision or by a surveyor employed by me or under my supervision or by a surveyor employed by the firm specified above.

Surveyor registered under the Surveyors Act 1929

Signature: [illegible] Date: 16/4/2008

Surveyor registered on: 3RD DECEMBER 2004

Plan prepared subject to: THE BRIEF

Signature: [illegible] Date: 16/4/2008

Office: [illegible]

Plans used in preparation of Survey/Compilation
DP 203530 DP 617932 DP 1084862 DP 540322
DP 1042042 DP 1076788 DP 1082323 DP 1086979
DP 1082329 DP 1111897 DP 1027767 DP 1080980
DP 20042 DP 1113360 DP 1096777 DP 1095963
DP 21042 DP 1112926 DP 1070145 DP 1082982
DP 1070676 DP 617935 DP 1070862 DP 1080981

PANEL FOR USE ONLY for statements of intention to dedicate public streets, to create public reserves, drainage reserves, easements, restrictions on the use of land or positive covenants.

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

1. RIGHT OF CARRIAGEWAY 3 WIDE
2. RIGHT OF CARRIAGEWAY 6 WIDE
3. RESTRICTION ON THE USE OF LAND

DESCRIPTION (A) DETERMINED PLAT
SURVEYOR'S REGISTER

Ocean Lands Office Approval

Subdivision Certificate

I certify that the provisions of s. 109J of the Environmental Planning and Assessment Act 1979 have been complied in the subdivision to be proposed

Signature

Consent Authority: PITTWATER COUNCIL

Date of Endorsement: 21/2/05

Subdivision Certificate No. P04105

File No.

Notes

Lots 20, 21 and 102 in DP 1080979 are to be joined and held as one lot.

Reg:1080979 /Doc:DP 1080979 P /Rev:19-Apr-2008 /Sts:OK.OK /Prt:02-Apr-2014 14:58 /Pgs:ALL /Seq:1 of 1
Ref:Warriewood /Scale

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 OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 1 of 4 Sheets)

DP1080979

Plan of consolidation and subdivision covered by Council certificate No. dated

Full name and address of the owner of the land:

Tom Bedelis of 7 MacPherson Street, Warriewood, NSW 2103

Meriton Property Management Pty Limited ACN 002 298 464 of Level 5, 267-277 Castlereagh Street, Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies or owner of the lot benefited:
1.	Right of Carriageway 3 Wide	Lot 20	Lot 21
2.	Right of Carriageway 6 Wide	Lot 20	Lot 21
3.	Restriction on the Use of Land	Lot 20	Lot 21

PART 2 (TERMS)

1. TERMS OF RIGHT OF CARRIAGEWAY 3 WIDE NUMBERED ONE IN THE PLAN

1.1 A right of carriageway in the terms set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 is created.

1.2 When requested by Meriton Property Management Pty Limited or its solicitors, the owner of the lot benefited must promptly execute and return all such documents and do all such things as may be reasonably required by Meriton Property Management Pty Limited or its solicitors to extinguish this Right of Carriageway and to create a Right of Carriageway substantially in the same terms of this Right of Carriageway burdening lots created by the subdivision of Lot 20 and benefiting the lot benefited.

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 OF THE CONVEYANCING ACT 1919

(Sheet 2 of 4 Sheets)

Plan:	Plan of consolidation and subdivision covered by council certificate No. dated
Full name and address of the owner of the land:	Tom Bedelis of 7 MacPherson Street, Warriewood, NSW 2103
DP1080979	Meriton Property Management Pty Limited ACN 002 298 464 of Level 5, 267-277 Castlereagh Street, Sydney 2000

1.3 The owner of the lot benefited and the owner of the lot burdened agree that any change in the location of this Right of Carriageway is allowed provided that:

(a) such change is permitted once only;

(b) the new location of this Right of Carriageway permits the owner of the lot benefited access to the lot benefited from another location to the rear of the lot benefited in addition to access to the lot benefited from MacPherson Street; and

(c) ingress to the lot benefited is located along the rear one third of the lot benefited.

2. TERMS OF RIGHT OF CARRIAGEWAY 6 WIDE NUMBERED TWO IN THE PLAN

2.1 A right of carriageway in the terms set out in Part 1 of Schedule 8 of the Conveyancing Act 1919 is created.

2.2 When requested by Meriton Property Management Pty Limited or its solicitors, the owner of the lot benefited must promptly execute and return all such documents and do all such things as may be reasonably required by Meriton Property Management Pty Limited or its solicitors to extinguish this Right of Carriageway and to create a Right of Carriageway substantially in the same terms of this Right of Carriageway burdening lots created by the subdivision of Lot 20 and benefiting the lot benefited.

2.3 The owner of the lot benefited agrees that any change in the location of this Right of Carriageway is allowed provided that:

(a) such change is permitted once only; and

(b) the new location of this Right of Carriageway permits the owner of the lot benefited access to the lot benefited from another location to the rear of the lot benefited in addition to access to the lot benefited from MacPherson Street.

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 OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 3 of 4 Sheets)

Plan:	Plan of consolidation and subdivision covered by Council certificate No. dated
Full name and address of the owner of the land:	Tom Bedelis of 7 MacPherson Street, Warriewood, NSW 2103
DP1080979	Meriton Property Management Pty Limited ACN 002 298 464 of Level 5, 267-277 Castlereagh Street Sydney NSW 2000

3. TERMS OF RESTRICTION ON THE USE OF LAND NUMBERED THREE IN THE PLAN

3.1 No fence shall be erected on any lot burdened to separate it from the lot benefited without the prior written consent of the owner of the lot benefited provided that such consent will not be required if such fences are erected without expense to the owner of the lot benefited.

3.2 This restriction on use of land will remain in force only during such time as Tom Bedelis is the registered proprietor of the lot benefited.

EXECUTED BY TOM BEDELIS by his)
duly appointed Attorney Louis Bedelis)
Power of Attorney Book 4441 No. 404)
in the presence of)
)

.....	.....
Signature of witness	Signature of Attorney
.....	Louis BEDELIS
Print Name of witness	Print Name of Attorney

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 OF THE CONVEYANCING ACT 1919

Lengths are in metres

(Sheet 4 of 4 Sheets)

Plan:	Plan of consolidation and subdivision covered by Council certificate No. dated
Full name and address of the owner of the land:	Tom Bedelis of 7 MacPherson Street, Warriewood, NSW 2103
DP1080979	Meriton Property Management Pty Limited ACN 002 298 464 of Level 5, 267-277 Castlereagh Street, Sydney NSW 2000

EXECUTED by MERITON PROPERTY MANAGEMENT PTY LIMITED ACN 002 298 464 in accordance with the Corporations Act 2001)

Common Seal
MERITON PROPERTY MANAGEMENT PTY. LIMITED. A.C.N. 002 298 464

Signature of Authorised Person	Signature of Authorised Person
DIRECTOR	SECRETARY
Office held	Office held
Richard Anthony de Carvalho	KYLIE McGOVERN
Name of Authorised Person (please print)	Name of Authorised Person (please print)

REGISTERED 18/4/2005

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5·3 WIDE AND VARIABLE WIDTH
2. RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE

If space is insufficient use PLAN FORM 6A annexure sheet

Office Use Only

DP1174413 S

Office Use Only

Registered: 4.5.2012

Title System: TORRENS

Purpose: EASEMENT

PLAN OF

EASEMENTS WITHIN LOT 20 IN DP 1080979

LGA: PITTWATER

Locality: WARRIEWOOD

Parish: NARRABEEN

County: CUMBERLAND

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: .....

Survey Certificate

I, ANTHONY GEORGE KELLNER

of JBW Surveyors Pty Ltd ACN 001 149 379

a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed

on: 22/3/2012

The survey relates to THE EASEMENT LOCATIONS

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

Signature ..... Dated 26/3/2012

Surveyor registered under the Surveying and Spatial Information Act, 2002

Datum Line: "X" – "Y" MGA

Type: Urban/Rural

Subdivision Certificate

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

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

*Authorised Person/*General Manager/*Accredited Certifier

Consent Authority: .....

Date of Endorsement: .....

Accreditation no: .....

Subdivision Certificate no: .....

File no: .....

*Strike through inapplicable parts.

Plans used in the preparation of survey/compilation

DP 519428 DP 647937 DP 1061665 DP 806132
DP 1049982 DP 314508 DP 1011273 DP 270385
DP 207630 DP 981009 DP 1027967 DP 400488
DP 26902 DP 384388 DP 260277 DP 599348
DP 5464 DP 363150 DP 552465 DP 584302
DP 637978 DP 647935 DP 1075002 DP 11800
DP 1080979 DP 1088226

(If insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 123899-SUBS EASE

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Office Use Only

PLAN OF
EASEMENTS WITHIN LOT 20 IN DP 1080979

DP1174413

Office Use Only

Registered: 4.5.2012

Subdivision Certificate No: ——— Date of Endorsement: ———

SIGNED SEALED AND DELIVERED
for and on behalf of ENERGY AUSTRALIA
by KATHERINE MARGARET CLINTON
its duly constituted Attorney pursuant
to Power of Attorney registered
Book 4699 No. 401

Attorney

Witness

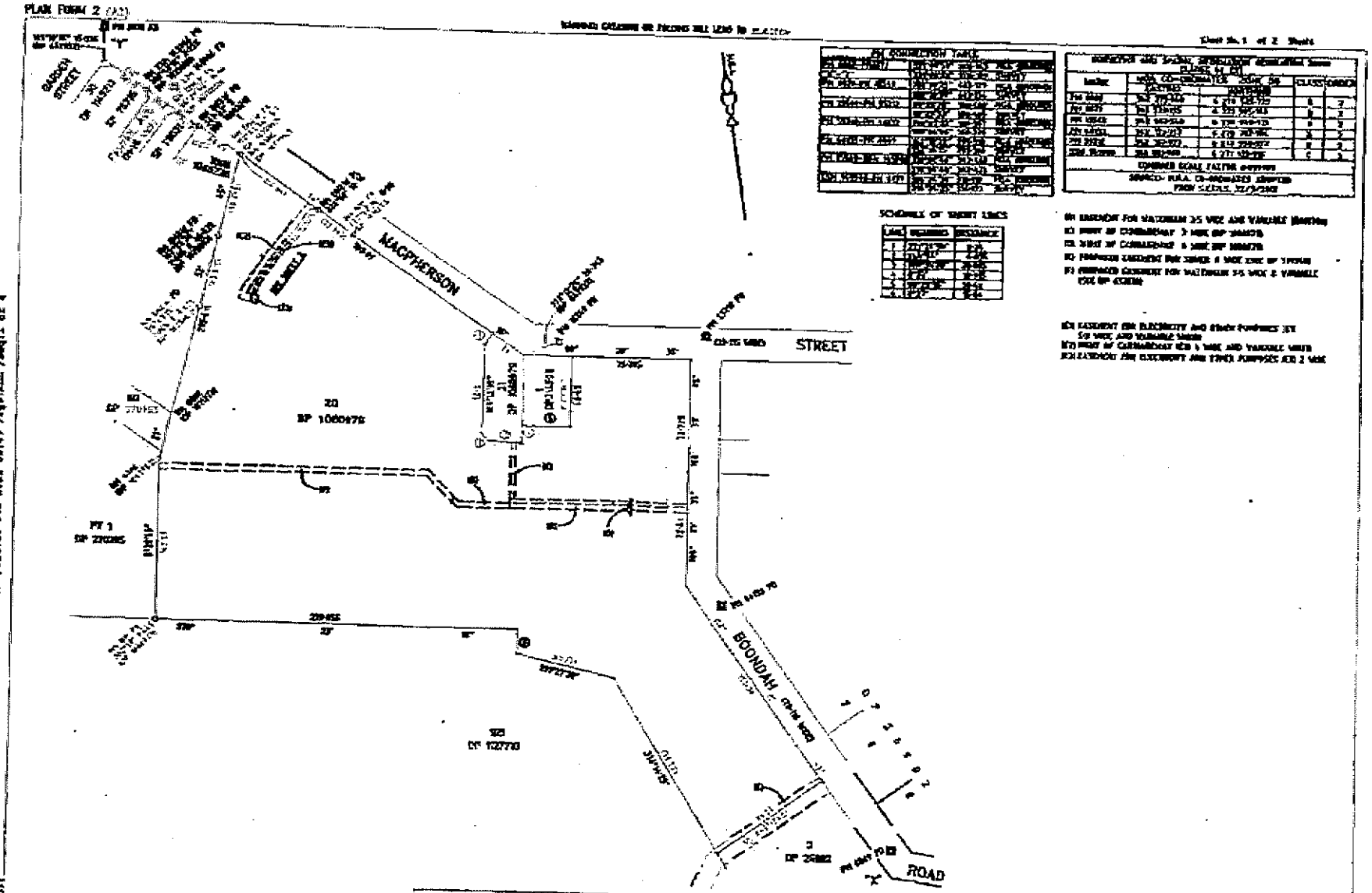
SECRETARY
ROBYN McCULLY

DIRECTOR
Peter Spira

SURVEYOR'S REFERENCE: 123899-SUBS EASE

PLAN FORM 2

Sheet No. 1 of 2 Sheets



PM COORDINATION TABLE			
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
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[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]
5	[illegible]	[illegible]
6	[illegible]	[illegible]

MARKING AND SIGNAL STATIONS REGISTERED				
CLASS 1 [illegible]				
Marks	NSW CO-ORDINATES ZONE 56 EASTINGS	NORTHINGS	CLASS	ORDER
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
COMBINED SCALE FACTOR [illegible]				
SOURCE: [illegible]				

(A) EASEMENT FOR WATERMAIN 3.5 WIDE AND VARIABLE WIDTH
(B) [illegible]
(C) [illegible]
(D) [illegible]
(E) [illegible]
(F) [illegible]

(G) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES [illegible] 5.0 WIDE AND VARIABLE WIDTH
(H) [illegible]
(I) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES [illegible] 2 WIDE

Surveyor: ANTHONY GEORGE KELLNER
Date of Survey: 22/6/2012
Surveyor's Ref: 12009-SUBD EASE

PLAN OF
EASEMENTS WITHIN LOT 20 IN DP 1060670

LGA: PITTWATER
Locality: WARRIEWOOD
Subdivision No: ——

Registered: 4.5.2012

DP1174413 P

Reqd:11/06/2018 /Doc:DP 1174413 P /Rev:04-May-2012 /Sts:AO.OK /Prt:11-Jun-2018 09:47 /Pg:ALL /Seq:1 of 4

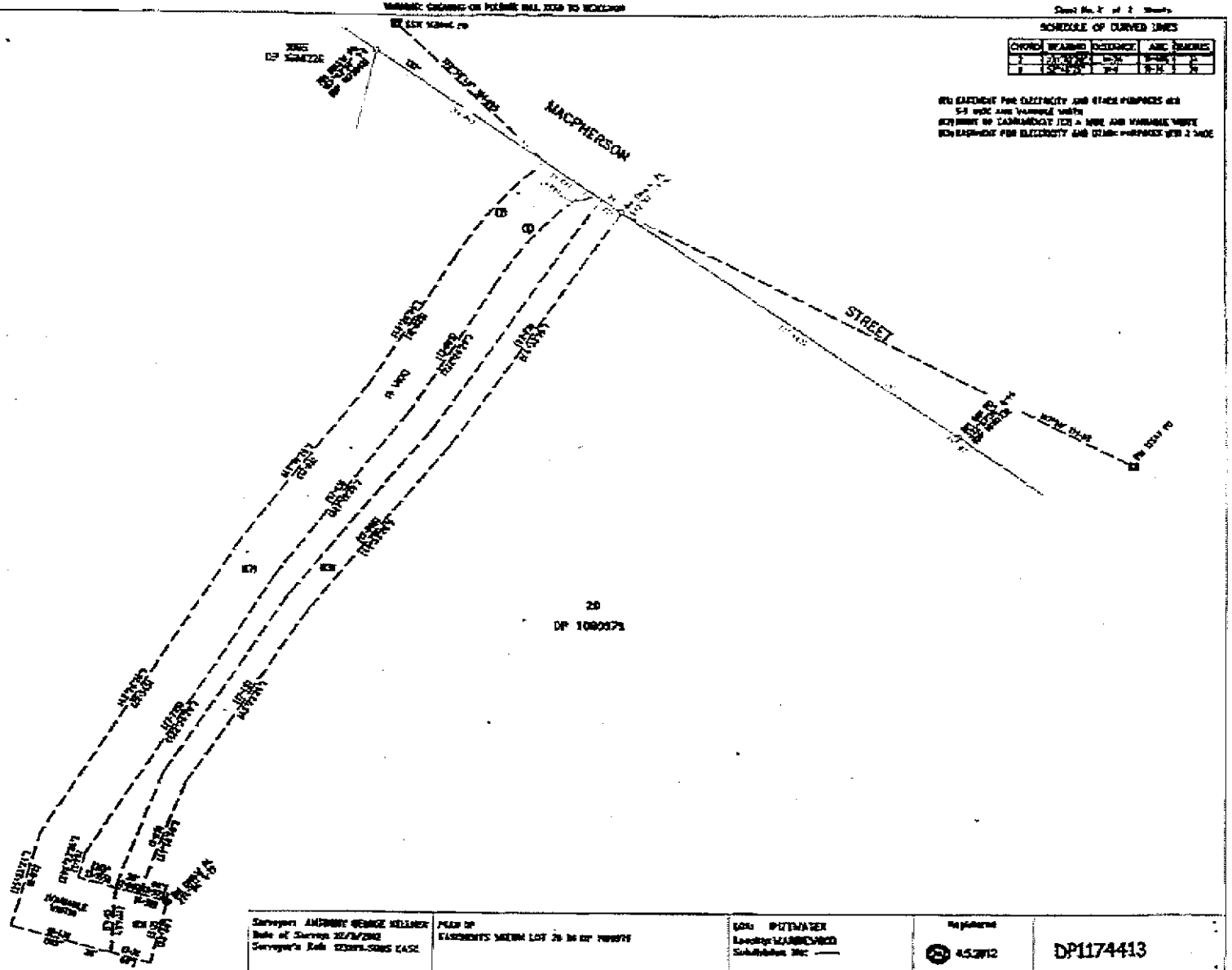
PLAN FORM 2

Sheet No. 2 of 2 Sheets

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
1	[illegible]	[illegible]	[illegible]	[illegible]
2	[illegible]	[illegible]	[illegible]	[illegible]

[illegible] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES [illegible]
5.0 WIDE AND VARIABLE WIDTH
[illegible] OF LANDMARKS [illegible] A WIDE AND VARIABLE WIDTH
[illegible] EASEMENT FOR ELECTRICITY AND OTHER PURPOSES [illegible] 2 WIDE



Surveyor: ANTHONY GEORGE KELLNER
Date of Survey: [illegible]
Surveyor's File: [illegible]

PLAN OF
EASEMENTS WITHIN LOT 20 IN DP 1080171

LGA: BUTTWATER
Locality: [illegible]
Subdivision No: ——

Registered
4.5.2012

DP1174413

Instrument setting out terms of easements or profit à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B Conveyancing Act 1919

Lengths are in metres

(Sheet 1 of 2 Sheets)

DP1174413 B

Plan of Easements within Lot 20 in DP 1080979

Full name and address of the owner of the land:

MERITON PROPERTY MANAGEMENT PTY LTD
ACN 002 298 464
Level 11, 528 Kent Street
SYDNEY NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Easement for Electricity and Other Purposes (E1) 5.3 Wide and Variable Width	Lot 20 DP 1080979	Ausgrid (ABN 67 505 337 385)
2.	Right of Carriageway (E2) 4 Wide and Variable Width	Lot 20 DP 1080979	Ausgrid (ABN 67 505 337 385)
3.	Easement for Electricity and Other Purposes (E3) 2 Wide	Lot 20 DP 1080979	Ausgrid (ABN 67 505 337 385)

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5.3 WIDE AND VARIABLE WIDTH NUMBERED 1 IN THE PLAN**

1.1 An easement is created on the terms and conditions set out in memorandum registered AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

2. **TERMS OF RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH NUMBERED 2 IN THE PLAN**

2.1 A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

Instrument setting out terms of easements or profit à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B Conveyancing Act 1919

Lengths are in metres (Sheet 2 of 2 Sheets)

DP1174413

Plan of Easements within Lot 20 in DP 1080979

Full name and address of the owner of the land:	MERITON PROPERTY MANAGEMENT PTY LTD ACN 002 298 464 Level 11, 528 Kent Street SYDNEY NSW 2000

3. **TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE NUMBERED 3 IN THE PLAN**

3.1 An easement is created on the terms and conditions set out in memorandum registered AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

EXECUTED by MERITON PROPERTY MANAGEMENT PTY LTD in accordance section 127 of the Corporations Act 2001)

Seal — MERITON PROPERTY MANAGEMENT PTY. LIMITED ACN 002 298 464

Signature of Authorised Person	Signature of Authorised Person
Office held: SECRETARY	Office held: DIRECTOR
ROBYN McCULLY	Peter Spira
Name of Authorised Person (please print)	Name of Authorised Person (please print)

EXECUTED for and on behalf of AUSGRID by KATHERINE MARGARET GUNSON its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401 in the presence of:)

X ..... Attorney

X ..... Witness

X MICHELLE LOUISE BOWER
Name of Witness (please print)

570 George Street, Sydney, NSW 2000
Address of Witness

REGISTERED 4.5.2012

Instrument setting out terms of easements or profit à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B Conveyancing Act 1919

Length six in metres

(Sheet 1 of 2 Sheets)

DP1174413 B

Plan of Easements within Lot 20 in DP 1080979

Full name and address of the owner of the land:

MERITON PROPERTY MANAGEMENT PTY LTD
ACN 002 298 464
Level 11, 528 Kent Street
SYDNEY NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) or parcel(s):	Benefited lot(s), road(s), bodies, authority benefited or owner of the lot benefited:
1.	Easement for Electricity and Other Purposes (E1) 5.3 Wide and Variable Width	Lot 20 DP 1080979	Ausgrid (ABN 67 505 337 385)
2.	Right of Carriageway (E2) 4 Wide and Variable Width	Lot 20 DP 1080979	Ausgrid (ABN 67 505 337 385)
3.	Easement for Electricity and Other Purposes (E3) 2 Wide	Lot 20 DP 1080979	Ausgrid (ABN 67 505 337 385)

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5.3 WIDE AND VARIABLE WIDTH NUMBERED 1 IN THE PLAN**

1.1 An easement is created on the terms and conditions set out in memorandum registered AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

2. **TERMS OF RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH NUMBERED 2 IN THE PLAN**

2.1 A right of carriageway within the meaning of Schedule 4A Part 1 of the Conveyancing Act 1919 together with the right to park vehicles upon the right of carriageway.

Instrument setting out terms of easements or profit à prendre intended to be created or released and of restrictions on the use of land or positive covenants intended to be created pursuant to section 88B Conveyancing Act 1919

Lengths are in metres

(Sheet 2 of 2 Sheets)

DP1174413

Plan of Easements within Lot 20 in DP 1080979

Full name and address of the owner of the land:	MERITON PROPERTY MANAGEMENT PTY LTD ACN 002 298 464 Level 11, 528 Kent Street SYDNEY NSW 2000

3. **TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE NUMBERED 3 IN THE PLAN**

3.1 An easement is created on the terms and conditions set out in memorandum registered AC289041. In this easement, "easement for electricity and other purposes" is taken to have the same meaning as "easement for electricity works" in the memorandum.

EXECUTED by **MERITON PROPERTY MANAGEMENT PTY LTD** in accordance section 127 of the Corporations Act 2001)

MERITON PROPERTY MANAGEMENT PTY LIMITED ACN 002 298 464 SEAL

Signature of Authorised Person	Signature of Authorised Person
SECRETARY	DIRECTOR
Office held	Office held
ROBYN McCULLY	Peter Spira
Name of Authorised Person (please print)	Name of Authorised Person (please print)

EXECUTED for and on behalf of **AUSGRID** by [illegible] its duly constituted Attorney pursuant to Power of Attorney registered Book 4528 No. 401 in the presence of:)

X .....
Attorney

X .....
Witness

X MICHELLE LOUISE BOWER
Name of Witness (please print)

570 George Street, Sydney, NSW, 2000
Address of Witness

REGISTERED 4.5.2012

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

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

IT IS INTENDED TO DEDICATE THE ROAD WIDENING 17·5m² TO THE PUBLIC AS ROAD.

IT IS INTENDED TO DEDICATE THE ROAD WIDENING 135·2m² TO THE PUBLIC AS ROAD SUBJECT TO:-

1. RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH (DP 1174413)
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE (DP 1174413)

ROBYN McCULLY
SECRETARY

Peter Spira
DIRECTOR

If space is insufficient use PLAN FORM 6A annexure sheet

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

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

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

*Authorised Person/*General Manager/*Accredited Certifier

Consent Authority: Pittwater Council

Date of Endorsement: 25th June 2012

Accreditation no: N/A

Subdivision Certificate no: 205/12

File no: .....

*Strike through inapplicable parts.

For Use Only

DP1175520 S

Office Use Only

Registered: 13.7.2012

Title System: TORRENS

Purpose: SUBDIVISION

PLAN OF
SUBDIVISION OF LOT 20 IN DP 1080979

LGA: PITTWATER
Locality: WARRIEWOOD
Parish: NARRABEEN
County: CUMBERLAND

Survey Certificate

I, ANTHONY GEORGE KELLNER
of JBW Surveyors Pty Ltd ACN 001 149 373
a surveyor registered under the Surveying and Spatial Information Act 2002, certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying and Spatial Information Regulation 2006 and was completed
on 15/5/2012
The survey relates to
THE ABOVE
(specify the land actually surveyed or specify and land shown in the plan that is not the subject of the survey)

Signature ..... Dated 26/6/2012
Surveyor registered under Surveying and Spatial Information Act, 2002

Datum Line: "X" - "Y" MGA
Type: Urban/Rural

Plans used in the preparation of survey/~~compilation~~

DP 1174413	DP 647937	DP 1088226	DP 599348
DP 1049982	DP 314508	DP 1011273	SP 75715
DP 207630	DP 981009	DP 1027967	SP 76021
DP 26902	DP 1145213	DP 1075002	
DP 1127710	DP 363150	DP 806132	
DP 637078	DP 647935	DP 270385	
DP 1080979			

(If insufficient space use Plan Form 6A annexure sheet)

SURVEYOR'S REFERENCE: 123899-SUBD2012

DEPOSITED PLAN ADMINISTRATION SHEET

PLAN OF

SUBDIVISION OF LOT 20 DP 1080979

Office Use Only

DP1175520

Office Use Only

Registered: 13.7.2012

Subdivision Certificate No: P08/12

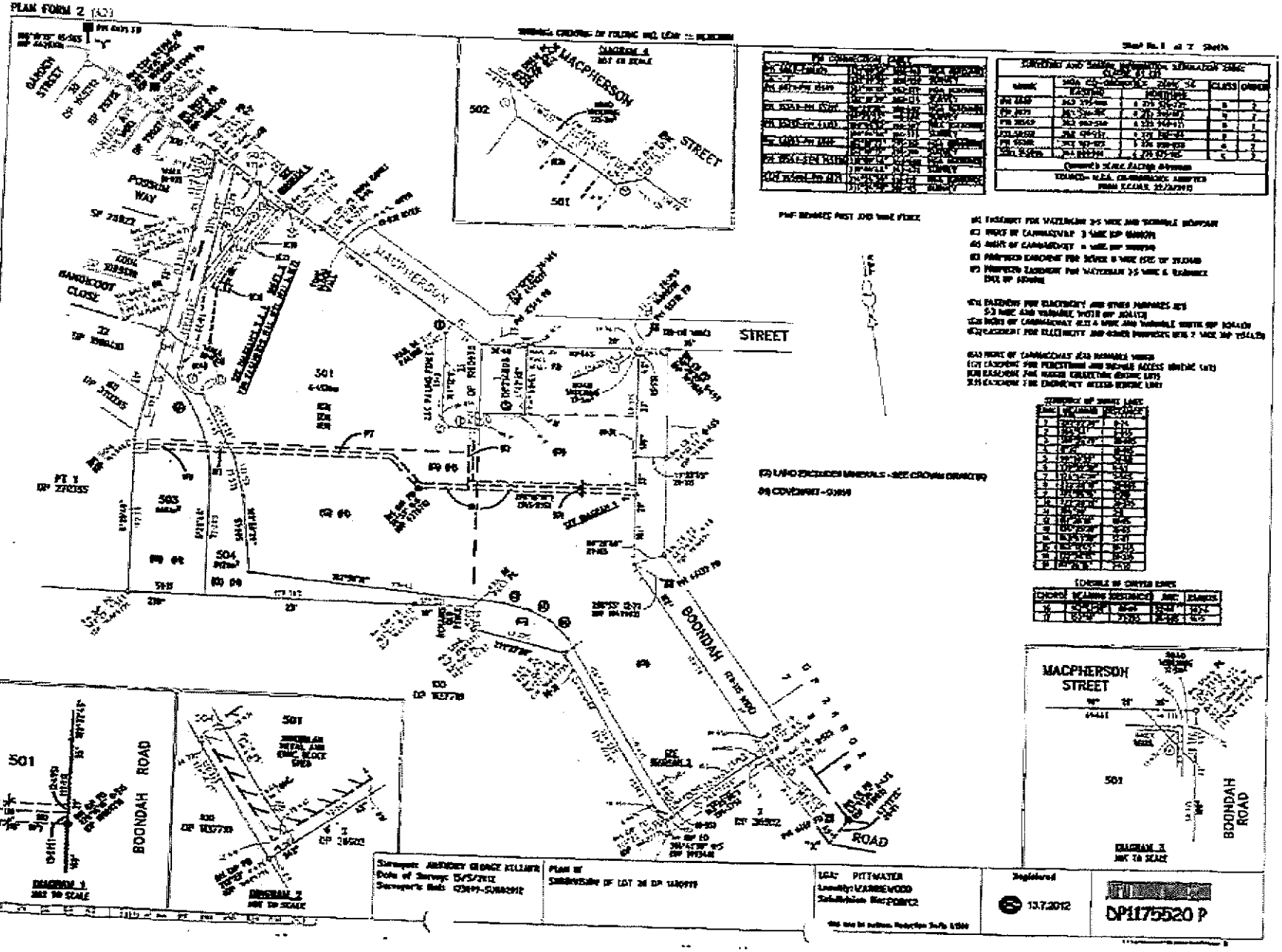
Date of Endorsement: 28.6.2012

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

1. RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH
2. EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH
3. EASEMENT TO DRAIN WATER (E6) 2·5 WIDE
4. EASEMENT TO DRAIN WATER (E6) 2·5 WIDE
5. EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT)
6. EASEMENT FOR WASTE COLLECTION (ENTIRE LOT)
7. POSITIVE COVENANT
8. POSITIVE COVENANT
9. POSITIVE COVENANT
10. EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT)

SURVEYOR'S REFERENCE: 123699-SUBD2012

PLAN FORM 2 (A3)



PLAN FORM 2

MACPHERSON STREET

502

504

503

501

DIAGRAM E

SCALE 1:500

MACPHERSON STREET

504

502

501

DIAGRAM E

SCALE 1:500

SCHEDULE OF DIMENSIONS

LINE	BEARING	DISTANCE
1	[illegible]	[illegible]
2	[illegible]	[illegible]
3	[illegible]	[illegible]
4	[illegible]	[illegible]
5	[illegible]	[illegible]
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SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
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13	[illegible]	[illegible]	[illegible]	[illegible]
14	[illegible]	[illegible]	[illegible]	[illegible]

Surveyor: ANTHONY GEORGE KELLAWAY
Date of Survey: [illegible]
Surveyor's Ref: [illegible]

PLAN OF
SUBDIVISION OF LOT 26 OF [illegible]

LGA: PITTWATER
Locality: MONA VALE
Subdivision No: P08/12

Registered
13.7.2012

DP1175520

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

DP1175520 B

Sheet 1 of 8 Sheets

Plan of Subdivision of
Lot 20 in DP1080979
Subdivision Certificate No. P08/12
Dated 28.6.2012

Full name(s) and address(es) of the owner(s) of the Land:

MERITON PROPERTY MANAGEMENT PTY LTD ACN 002 298 464
Level 11, 528 Kent Street
Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Right of Carriageway (E4) Variable Width	501	502
2	Easement to Drain Water (E5) Variable Width	501	502
3	Easement to Drain Water (E6) 2.5 Wide	501	Pittwater Council
4	Easement to Drain Water (E6) 2.5 Wide	501	502
5	Easement for Pedestrian and Bicycle Access (Entire Lot)	501	Pittwater Council
6	Easement for Waste Collection (Entire Lot)	501	Pittwater Council
7	Positive Covenant	501	Pittwater Council
8	Positive Covenant	503	Pittwater Council

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Council's Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

DP1175520

Sheet 2 of 8 Sheets

Plan of Subdivision of
Lot 20 in DP1080979
Subdivision Certificate No. P08/12
Dated 25.6.2012

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities:
9	Positive Covenant	504	Pittwater Council
10	Easement for Emergency Access (Entire Lot)	501	Pittwater Council

PART 2 (TERMS)

1. **TERMS OF RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH NUMBERED 1 IN THE PLAN**

1.1 A right of carriageway in the terms of the Right of carriageway in Part 1 of Schedule 8 of the *Conveyancing Act 1919* is created with the following additions:

(a) the owner of the lot benefitted can enter onto the lot burdened to carry out works to repair and maintain the carriageway; and

(b) any person authorised by the owner and occupier of the lot benefitted together with their invitees shall have the right to access the carriageway.

2. **TERMS OF EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH NUMBERED 2 IN THE PLAN**

2.1 An easement in the terms of the Easement to Drain Water in Part 3 of Schedule 8 of the *Conveyancing Act 1919* is created.

3 **TERMS OF EASEMENT TO DRAIN WATER (E6) 2.5 WIDE NUMBERED 3 IN THE PLAN**

3.1 An easement in the terms of the Easement to Drain Water in Part 3 of Schedule 4A of the *Conveyancing Act 1919* is created with the following additions:

(a) The authority benefited shall be responsible for repairing and maintaining any pipes and structure within the easement site.

3.2 This easement cannot be released, varied or modified without the consent of the authority benefited.

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Council's Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Sheet 3 of 8 Sheets

DP1175520

Plan of Subdivision of
Lot 20 in DP1060979
Subdivision Certificate No. P08/12
Dated 28.6.2012

4 **TERMS OF EASEMENT TO DRAIN WATER (E6) 2.5 WIDE NUMBERED 4 IN THE PLAN**

An easement in the terms of the Easement to Drain Water in Part 3 of Schedule 8 of the Conveyancing Act 1919.

5 **TERMS OF EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT) NUMBERED 5 IN THE PLAN**

5.1 On and from the Commencement Date and subject to the provisions contained in this easement, the registered proprietor of the lot burdened grants to the authority benefited and any person authorised by the authority benefited and members of the public ("Authorised Users") the right to go, pass and repass over the Easement Site for the purpose of passing through the lot burdened on foot or bicycle and without animals (excepting those providing assistance for the disabled) or vehicles (excepting motorised wheelchairs for the disabled) PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to pass through any part of the lot burdened which has not apparently been constructed or provided for the purpose of a pedestrian and bicycle access.

5.2 The authority benefited, any person authorised by the authority benefited and Authorised Users must:

(a) cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened when they exercise their rights under this easement;

(b) not soil or damage the Easement Site;

(c) not litter on the Easement Site;

(d) cause as little damage as is practicable to the lot burdened and any improvements on it and if damage is caused, to restore the lot burdened and any improvements on it as nearly as practicable to their condition prior before the damage occurred;

(e) not obstruct the use of the lot burdened; and

(f) exercise their rights under this easement at their own risk.

5.3 In this easement:

(a) "Commencement Date" means the later of:

(i) the date the lot burdened is subdivided by a strata plan;

(ii) the date when the bicycle and pedestrian pathway within the Easement Site has been constructed, which may be in stages; or

Council's Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Plan:
DP1175520

Plan of Subdivision of
Lot 20 in DP1080979
Subdivision Certificate No. P08/12
Dated 28.6.2012

(iii) the date when the final occupation certificate is issued for the development works in the lot burdened.

(b) "Easement Site" means the site of the "bike path" and "shared bicycle & emergency path" within Stage 1 referred to in the Overall Site-Staging Plan DA01 Revision F (Staging Plan) as approved under major project approval MP10_0177 granted by the Planning Assessment Commission dated 18 January 2011 (as modified) and any additional section of the path located within Stage 2 (as referred to in the Staging Plan).

5.4 When requested by the registered proprietor of the burdened lot or its solicitors, the authority benefited must promptly execute and return all such documents and do all such things as may be reasonably required by the registered proprietor of the burdened lot or is solicitor to extinguish this easement and to create a easement for pedestrian and bicycle access substantially in the same terms of this easement burdening the lot(s) created by any future subdivision of Lot 501.

5.5 Subject to clause 5.4, this easement cannot be released, varied or modified without the consent of the authority benefited.

6. **TERMS OF EASEMENT FOR WASTE COLLECTION (ENTIRE LOT) NUMBERED 6 IN THE PLAN:**

6.1 Full and free right for the authority benefited and all persons authorised by the authority benefited to go, pass and repass over the lot burdened at all times with or without vehicles for the purpose of collecting and removing garbage and refuse from the lot burdened and for purposes incidental thereto PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to enter any building private open space courtyard balcony basement carpark except to the extent necessary to gain access to garbage receptacles located therein in positions approved by the authority benefited or to drive any motor vehicle onto any part of the lot burdened which has not apparently been constructed or provided for the purpose of a carriageway or parking area for vehicles.

6.2 The rights hereby granted may be exercised by the authority benefited and all persons authorised by the authority benefited to enter the lot burdened and shall be liable for damage which may be occasioned to the lot burdened or any improvements thereon including any paving, driveways, footpaths, lawns, gardens, fences, walls, buildings or to the property of any person therein or thereon otherwise than by reason of the negligence of the authority benefited.

6.3 Without limiting the generality of and notwithstanding anything hereinbefore contained if any carriageway or parking area and/or the adjacent land supporting the same is damaged by reason of the movement thereon of any vehicle being used in connection with the collection of garbage from the lot burdened, the authority benefited nor any person authorised by the authority benefited shall be liable in respect thereof.

Council's Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Plan
DP1175520

Plan of Subdivision of
Lot 20 in DP1080979
Subdivision Certificate No. P08/12
Dated 28.6.2012

6.4 This easement cannot be released, varied or modified without the consent of the authority benefited.

7. TERMS OF POSITIVE COVENANT NUMBERED 7 IN THE PLAN

7.1 The registered proprietor of the burdened lot covenants with the authority benefited in respect of the bio-retention basin constructed or to be constructed on the burdened lot to:

a) maintain the bio-retention basin in accordance with the Water Management Plan prepared by Mariens and Associates ((P1002934JR02V01 dated 22 February 2011(as amended from time to time);

b) ensure that the bio-retention basin is not altered without the prior approval from the authority benefited;

c) comply with the terms of any written notice issued by the authority benefited in respect of the requirements of the Positive Covenant within the time stated in the notice;

d) permit the authority benefited to enter upon the burdened lot or any part of it with all necessary materials and equipment at all reasonable times and on reasonable notice (but at any time and without notice in the case of an emergency);

i. to view the state of repair of the bio-retention basin;

ii. to ascertain whether or not there has been any breach of the terms of this Positive Covenant; and

iii. to execute works on the burdened lot for compliance with the requirements of this Positive Covenant.

7.2 This positive covenant cannot be released, varied or modified without the consent of the authority benefited.

8. TERMS OF POSITIVE COVENANT NUMBERED 8 IN THE PLAN

8.1 The registered proprietor of the burdened lot covenants with the authority benefited in respect of the public reserve constructed or to be constructed on the burdened lot to:

a) complete the public reserve works in accordance with Project Approval MP 10_0177 and Concept Approval MP 09_0162; and

b) ensure that the burdened lot is dedicated to the authority benefited upon completion of the works referred to in subclause (a) above and in any event the transfer must occur no later than final occupation certificate for Stage 1 Works referred to in Condition C12 of Project Approval MP 10_0177.

Council's Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Plan:
DP1175520

Plan of Subdivision of
Lot 20 in DP1080979
Subdivision Certificate No. P08/12
Dated 28.6.2012

8.2 When requested by the registered proprietor of the burdened lot or its solicitors, the authority benefited must promptly execute and return all such documents and do all such things as may be reasonably required by the registered proprietor of the burdened lot or is solicitor to effect the dedication of the burdened lot to the authority benefited.

8.3 Subject to clause 8.2 above, this positive covenant cannot be released, varied or modified without the consent of the authority benefited.

9. **TERMS OF POSITIVE COVENANT NUMBERED 9 IN THE PLAN**

9.1 The registered proprietor of the burdened lot covenants with the authority benefited in respect of the public reserve constructed or to be constructed on the burdened lot to:

a) complete the public reserve works in accordance with Project Approval MP 10_0177 and Concept Approval MP 09_0162; and

b) ensure the burdened lot is dedicated to the authority benefited upon completion of the works referred to subclause (a) above and in any event the transfer must occur no later than final occupation certificate for Stage 1 Works referred to in Condition C12 of Project Approval MP 10_0177.

9.2 When requested by the registered proprietor of the burdened lot or its solicitors, the authority benefited must promptly execute and return all such documents and do all such things as may be reasonably required by the registered proprietor of the burdened lot or is solicitor to effect the dedication of the burdened lot to the authority benefited.

9.3 Subject to clause 9.2 above, this positive covenant cannot be released, varied or modified without the consent of the authority benefited.

10 **TERMS OF EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT) NUMBERED 10 IN THE PLAN**

10.1 On and from the Commencement Date and subject to the provisions contained in this easement, the registered proprietor of the lot burdened grants to the authority benefited and any person authorised by the authority benefited ("Authorised Users") the right to go, pass and repass over the common property of the strata scheme for the purpose of accessing the lot burdened only in the event of an emergency PROVIDED ALWAYS that nothing herein contained shall entitle any person exercising the aforesaid rights to pass through any part of the lot burdened which has not apparently been constructed or provided for the purpose of emergency access (which may take the form of part of a pedestrian and bicycle accessway) to and from the lot burdened.

10.2 The authority benefited, any person authorised by the authority benefited and Authorised Users must:

Council's Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Plan:
DP1175520

Plan of Subdivision of
Lot 20 in DP1080979
Subdivision Certificate No. P08/12
Dated 28.6.2012

(a) cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened when they exercise their rights under this easement; and

(b) exercise their rights under this easement at their own risk and otherwise in accordance with any legislation that might apply having regard to then nature of the emergency on the lot burdened.

10.3 In this easement, "Commencement Date" means the date an occupation certificate is issued for "Buildings F and G" as referred to in the Overall Site-Staging Plan DA01 Revision F (Staging Plan).

10.4 When requested by the registered proprietor of the burdened lot or its solicitors, the authority benefited must promptly execute and return all such documents and do all such things as may be reasonably required by the registered proprietor of the burdened lot or is solicitor to extinguish this easement and to create an easement for emergency access substantially in the same terms of this easement burdening the lot(s) created by any future subdivision of Lot 501.

10.5 Subject to clause 10.4 above, this easement cannot be released, varied or modified without the consent of the authority benefited.

EXECUTED by MERITON PROPERTY MANAGEMENT PTY LTD ACN 002 298 464 in accordance section 127 of the Corporations Act 2001)

MERITON PROPERTY MANAGEMENT PTY LIMITED ACN 002 298 464 Seal

Signature of Authorised Person	Signature of Authorised Person
SECRETARY	DIRECTOR
Office held	Office held
ROBYN McCULLY	Peter Spira
Name of Authorised Person (please print)	Name of Authorised Person (please print)

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Council's Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Sheet 8 of 8 Sheets

DP1175520

Plan of Subdivision of
Lot 20 in DP1080979
Subdivision Certificate No. P08/12
Dated 28.6.2012

EXECUTED by who is a duly authorised)
person of PITTWATER COUNCIL)
In the presence of:)

Signature of Witness

Signature of Authorised Person

STEVEN EVANS

Name of Witness

Mark Ferguson

Print name of Authorised Person

c/o Pittwater Council Mona Vale
Address of Witness WARRIEWOOD

General Manager
Office held

REGISTERED 13.7.2012

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Council's Authorised Person

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 1 of 2 Sheets

SCHEDULE OF CHANGED LINES

CHANGED LINE	BEARING	DISTANCE	ARC	RADIUS
16	[illegible]	[illegible]	[illegible]	[illegible]
17	[illegible]	[illegible]	[illegible]	[illegible]

SEE SHEET 2 FOR DIAGRAMS 2, 3 & 4

SCHEDULE OF NEW LINES

LINE	BEARING	DIST	ARC
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7	[illegible]	[illegible]	[illegible]
8	[illegible]	[illegible]	[illegible]
9	[illegible]	[illegible]	[illegible]
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PM CONNECTION TABLE

PM			
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COORDINATE AND SPATIAL INFORMATION RECTIFICATION 2012

MARK	MGA [illegible]	[illegible]	[illegible]	[illegible]
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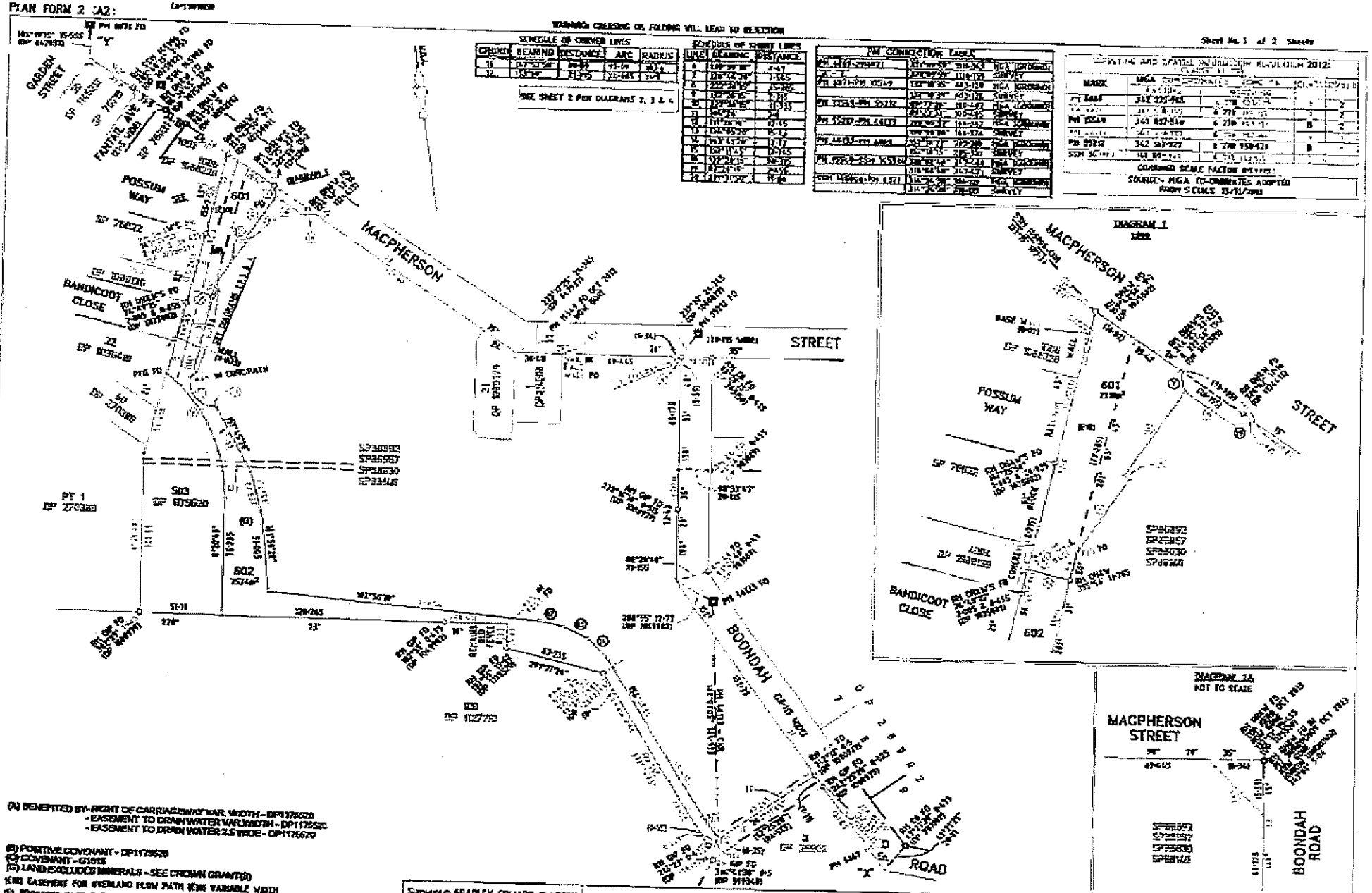
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

COMBINED SCALE FACTOR [illegible]

SOURCE: MGA CO-ORDINATES ADOPTED FROM SCIMS [illegible]



(A) BENEFITED BY RIGHT OF CARRIAGEWAY VAR. WIDTH - DP1175620
- EASEMENT TO DRAIN WATER VAR.WIDTH - DP1175620
- EASEMENT TO DRAIN WATER 2.5 WIDE - DP1175620

(B) POSITIVE COVENANT - DP1175620
(C) COVENANT - G1918
(D) LAND EXCLUDES MINERALS - SEE CROWN GRANT(S)
(E1) EASEMENT FOR OVERLAND FLOW PATH 30M VARIABLE WIDTH
(E2) PROPOSED EASEMENT FOR SEWER 4 WIDE (SEE DP 1193613)
(F2) PROPOSED EASEMENT FOR WATERMAIN 3-5 WIDE & VARIABLE (SEE DP 1176762)

Surveyor: BRADLEY EDWARD BLASSON
Date of Survey: 02/12/2013
Surveyor's Ref: 173069-SMBD/CC 2013

PLAN OF
SUBDIVISION OF LOTS 592 & 594 DP 1175526 AND EASEMENT OVER PART OF LOT 231 SP86149

LGA: PITTWATER
Locality: WARRIEWOOD
Subdivision Ref: P1714

Registered: 20.03.2014

DP1191859

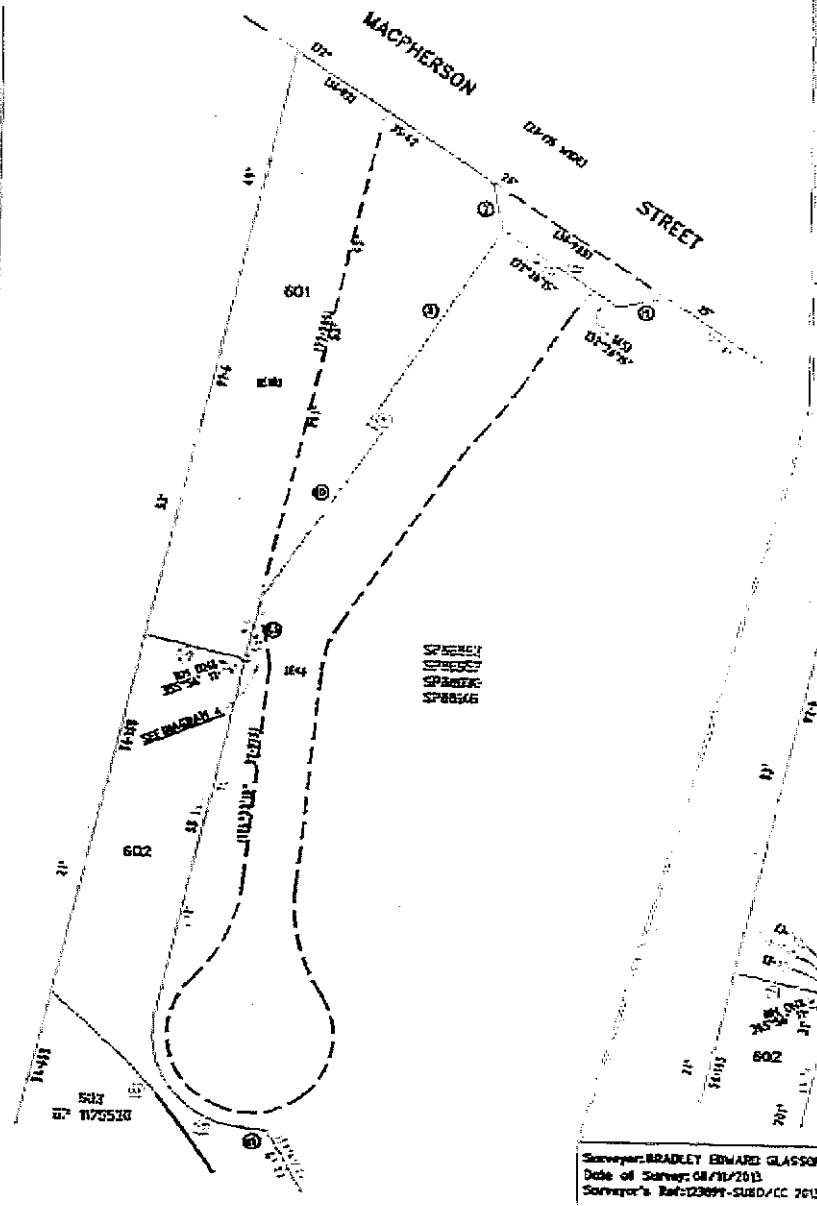
Regd:R18993 /Doc:DP 1191859 P /Rev:20-Mar-2014 /Ref:1,01.OK /Prt:30-Apr-2014 15:09 /Pgs:ALL /Seq:1 of 4
Ref:2843 /Scal:

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet No. 2 of 2 Sheets

DIAGRAM 2
SCALE 1:500



SCHEDULE OF STRAIGHT LINES

LINE	BEARING	DISTANCE
7	[illegible]	[illegible]
8	[illegible]	[illegible]
9	[illegible]	[illegible]
10	[illegible]	[illegible]
11	[illegible]	[illegible]
12	[illegible]	[illegible]
13	[illegible]	[illegible]
23	[illegible]	[illegible]
41	[illegible]	[illegible]
42	[illegible]	[illegible]
43	[illegible]	[illegible]

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

(EA) RIGHT OF CARRIAGEWAY (EN) VARIABLE WIDTH (DP1175520)
(EB) EASEMENT TO DRAIN WATER (EX) VARIABLE WIDTH (DP1175520)
(EM) EASEMENT TO DRAIN WATER (EA) 3-5 WIDE (DP1175520)
(EN) EASEMENT FOR OVERLAND FLOW PATH (EM) VARIABLE WIDTH
(EY) RIGHT OF CARRIAGEWAY (EW) VARIABLE WIDTH
(EZ) EASEMENT TO DRAIN WATER (EB) VARIABLE WIDTH

DIAGRAM 3
SCALE 1:500

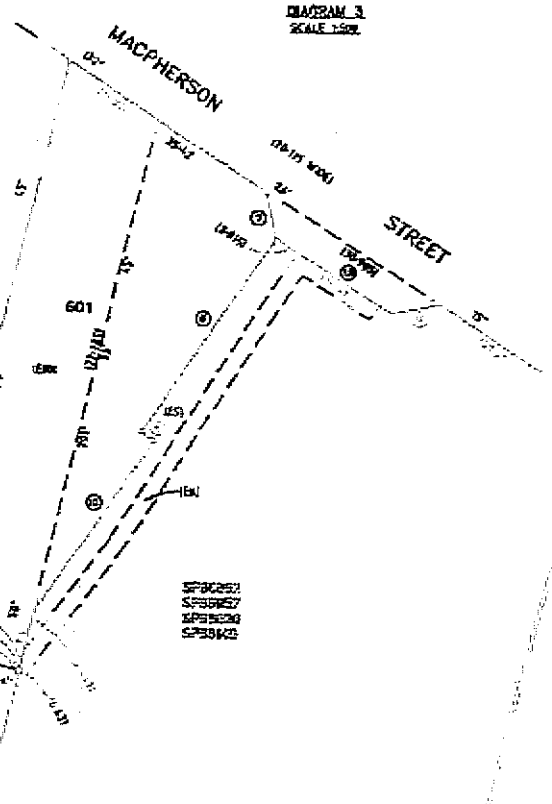
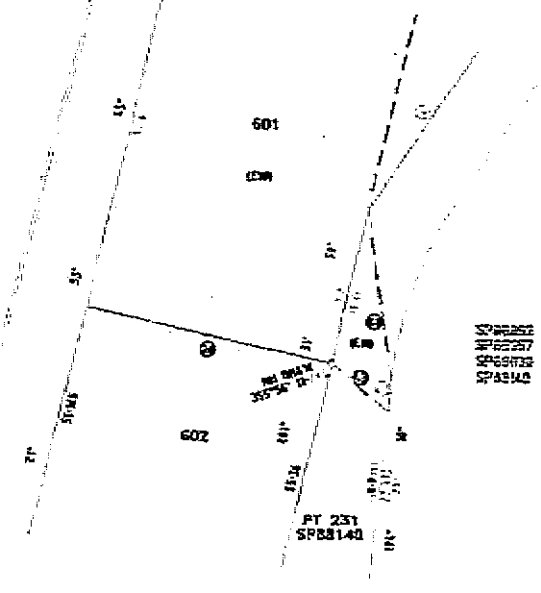


DIAGRAM 4
(SHOWING THE LOCATION OF THE EASEMENT (EW) WITHIN LOT PT 231 SP88140)
SCALE 1:250



Surveyor: BRADLEY EDWARD GLASSON
Date of Survey: 08/10/2013
Surveyor's Ref: 12369M-SUBD/CC 2013

PLAN OF
SUBDIVISION OF LOTS 362 & 364 DP 1175520 AND
EASEMENT OVER PART OF LOT 231 SP88140

LGA: PITTWATER
Locality: WARRIEWOOD
Subdivision No: P1/14

Registered
20.03.2014

DP1191859

SEE SHEET

Length are in metres. Reduction Ratio. SHEET

Req:R418393 /Doc:DP 1191859 P /Rev:20-Mar-2014 /Sta:BG.OK /Prt:30-Apr-2014 15:09 /Pgs:ALL /Seq:2 of 4
Ref:R418393 /Sch:

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 sheet(s)

Office Use Only

Registered: 20.03.2014

Title System: TORRENS

Purpose: SUBDIVISION

Office Use Only

DP1191859 S

PLAN OF
SUBDIVISION OF LOTS 502 & 504 DP 1175520
AND EASEMENT OVER PART OF LOT 231 SP88140

LGA: PITTWATER
Locality: WARRIEWOOD
Parish: NARRABEEN
County: CUMBERLAND

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: .....

Survey Certificate

I, BRADLEY EDWARD GLASSON

of JBW Surveyors Pty Ltd ACN 001 149 373

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 2012*, is accurate and the survey was completed on: 08/11/2013

*(b) The part of the land shown in the plan (*being/*excluding .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2012*, is accurate and the survey was completed on ..... the part not surveyed was compiled in accordance with that Regulation.

*(c) The land shown in the plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2012*.

Signature ..... *Dated:* 21/11/2013

Surveyor ID: 8191

Datum Line: "X"-"Y" MGA

Type: Urban/Rural

The terrain is *Level-Undulating/*Steep-Mountainous*

* Strike through if inapplicable.

^Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

Subdivision Certificate

I, Warwick Lawrence

* 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: Pittwater Council

Date of Endorsement: 26th February 2014

Subdivision Certificate number: P1/14

File number: MP09_162mod4 + MP10_177mod5

* Strike through if inapplicable.

Statements of intention to dedicate public roads, public reserves and drainage reserves.

Plans used in the preparation of survey/~~compilation~~

DP 26902	DP 1049982
DP 270385	DP 1075002
DP 363150	DP 1080979
DP 599348	DP 1088226
DP 647937	DP 1174413
DP 981009	DP 1175520

If space is insufficient continue on PLAN FORM 6A

SIGNATURES, SEALS and 88B STATEMENTS should appear on PLAN FORM 6A

SURVEYOR'S REFERENCE: 123899-SUBD/CC 2013

STREET NO ADDED IN LPI AT SURVEYOR'S REQUEST

\\Warriewood \ CCafe Subdivision

PLAN FORM 6A (2012) WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 2 of 2 sheet(s)

Office Use Only

Registered: 20.03.2014

Office Use Only

DP1191859

PLAN OF

SUBDIVISION OF LOTS 502 & 504 DP 1175520
AND EASEMENT OVER PART OF LOT 231 SP88140

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

- A schedule of lots and addresses-See 60(c) SSI Regulation 2012
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals-see 195D Conveyancing Act 1919
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: P1/14

Date of Endorsement: 26/2/14

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

1. EASEMENT FOR OVERLAND FLOW PATH (E10) VARIABLE WIDTH
2. RIGHT OF CARRIAGEWAY (E11) VARIABLE WIDTH
3. EASEMENT TO DRAIN WATER (E12) VARIABLE WIDTH
4. POSITIVE COVENANT

SECRETARY
ROBYN McCULLY

DIRECTOR
Peter Spira

MERITON PROPERTY MANAGEMENT PTY. LIMITED A.C.N. 002 298 464

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
601	93	MACPHERSON	STREET	WARRIEWOOD
602	N/A			WARRIEWOOD

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 123899-SUBD/CC 2013

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

DP1191859 B

Sheet 1 of 4 Sheets

Plan of Subdivision of Lots 502 & 504 DP 1175520 and Easement over Part of Lot 231 SP88140

Full name(s) and address(es) of the owner(s) of the Land:

MERITON PROPERTY MANAGEMENT PTY LTD ACN 002 298 464
Level 11, 528 Kent Street
Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) :	Benefitted lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Overland Flow Path (E10) Variable Width	601	Pittwater Council
2	Right of Carriageway (E11) Variable Width	Lot 231 SP 88140	601
3	Easement to Drain Water (E12) Variable Width	601	Pittwater Council and CP/SP 86892
4	Positive Covenant	602	Pittwater Council

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR OVERLAND FLOW PATH (E10) VARIABLE WIDTH NUMBERED 1 IN THE PLAN**

1.1 The authority benefited may drain any water from any natural source that overflows to the lot burdened but only within the site of this easement.

1.2 The authority benefited may do anything reasonably necessary for that purpose, including:

(a) entering the lot burdened, and

(b) taking anything on to the lot burdened, and

Council's Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

DP1191859

Sheet 2 of 4 Sheets

Plan of Subdivision of Lots 502 & 504 DP 1175520 and Easement over Part of Lot 231 SP88140

(c) using any existing line of pipes and other drainage equipment, and

(d) carrying out work, such as constructing, placing, repairing or maintaining pipes and other drainage equipment.

1.3 In exercising those powers, the authority benefited must:

(a) ensure all work is done properly, and

(b) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened, and

(c) cause as little damage as is practicable to the lot burdened and any improvement on it, and

(d) restore the lot burdened as nearly as is practicable to its former condition, and

(e) make good any collateral damage.

1.4 The owner or the occupier of the lot burdened must:

(a) maintain the site of the easement in a clean condition and to the satisfaction of the authority benefited (acting reasonably); and

(b) not erect, construct or place upon the site of this easement any structures, improvements, equipment and fixtures or alter or permit or suffer any alteration to the surface level of the site of this easement that will alter the hydraulic characteristics of the overland flowpath without the consent in writing of the authority benefited.

1.5 This easement cannot be released, varied or modified without the consent of the authority benefited.

2. TERMS OF RIGHT OF CARRIAGEWAY (E11) VARIABLE WIDTH NUMBERED 2 IN THE PLAN

2.1 A right of carriageway in the terms of the Right of carriageway in Part 1 of Schedule 8 of the *Conveyancing Act 1919* is created.

3 TERMS OF EASEMENT TO DRAIN WATER (E12) VARIABLE WIDTH NUMBERED 3 IN THE PLAN

3.1 An easement in the terms of the Easement to Drain Water in Part 3 of Schedule 4A of the *Conveyancing Act 1919* is created with the following additions:

Council's Authorised Person

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Sheet 3 of 4 Sheets

DP1191859

Plan of Subdivision of Lots 502 & 504 DP 1175520 and Easement over Part of Lot 231 SP88140

(a) The authority benefited shall be responsible for repairing and maintaining any pipes and structure within the easement site.

3.2 This easement cannot be released, varied or modified without the consent of the authority benefited.

4 **TERMS OF POSITIVE COVENANT NUMBERED 4 IN THE PLAN**

4.1 The registered proprietor of the burdened lot covenants with the authority benefited in respect of the public reserve constructed or to be constructed on the burdened lot to:

a) complete the public reserve works in accordance with Project Approval MP 10_0177 and Concept Approval MP 09_0162; and

b) ensure the burdened lot is dedicated to the authority benefited upon completion of the works referred to subclause (a) above and in any event the transfer must occur no later than final occupation certificate for Stage 1 Works referred to in Condition C12 of Project Approval MP 10_0177.

4.2 When requested by the registered proprietor of the burdened lot or its solicitors, the authority benefited must promptly execute and return all such documents and do all such things as may be reasonably required by the registered proprietor of the burdened lot or is solicitor to effect the dedication of the burdened lot to the authority benefited.

4.3 Subject to clause 4.2 above, this positive covenant cannot be released, varied or modified without the consent of the authority benefited.

EXECUTED by MERITON PROPERTY MANAGEMENT PTY LTD ACN 002 298 464 by its Attorney Bruce Rayner under Power of Attorney Book 4649 No 252 who has received no notice of revocation)

Signature of Witness

Li-Eng Wong
Name of Witness

Signature of Attorney

Bruce Rayner
Name of Attorney

Council's Authorised Person

s88b for childcare (1) (23 1 14).doc

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

DP1191859

Plan of Subdivision of Lots 502 & 504 DP 1175520 and Easement over Part of Lot 231 SP88140

EXECUTED by who is a duly authorised)
person of **PITTWATER COUNCIL**)
in the presence of:)

Signature of Witness

Signature of Authorised Person

Gabrielle Angles
Name of Witness

Warwick Lawrence
Print name of Authorised Person

Pittwater Council
Address of Witness

Public Officer
Office held

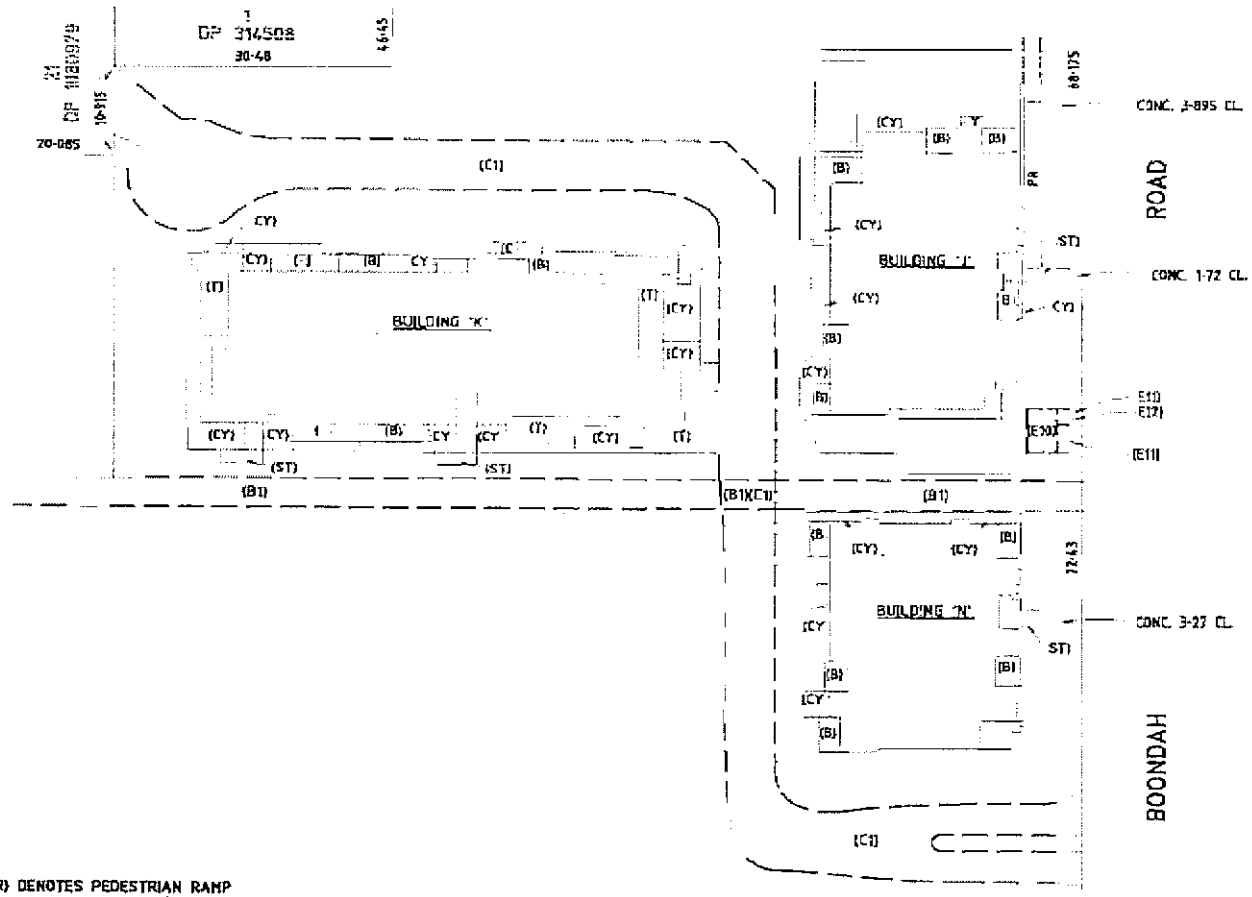
REGISTERED 20.03.2014

Council's Authorised Person

s88b for childcare (1) (23 1 14).doc

BUILDING DETAIL

(GROUND LEVEL AND ABOVE)



BUILDING 'J'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER (No.3 MALLARD LANE)

BUILDING 'K'
4 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER (No.9 MALLARD LANE)

BUILDING 'N'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER (No.1 MALLARD LANE)

(PR) DENOTES PEDESTRIAN RAMP
(ST) DENOTES STAIRS
(CY) DENOTES COURTYARD
(B) DENOTES BALCONY
(T) DENOTES TERRACE

(E10) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E10) 3-2 WIDE (DP1198041)
(E11) RIGHT OF CARRIAGEWAY AND OTHER PURPOSES (E11) 5-3 WIDE (DP1198041)
(E12) EASEMENT FOR UNDERGROUND CABLES (E12) 2 WIDE (DP1198041)
(C1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1197845)
(B1) EASEMENT FOR WATERMAIN 3-5 WIDE AND VARIABLE (U369388)

Surveyor: Bradley Edward Gleeson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
LPI REF: 2014M7608(189)
Lengths are in metres. Reduction Ratio 1:500

Registered
11.11.2014

SP90320

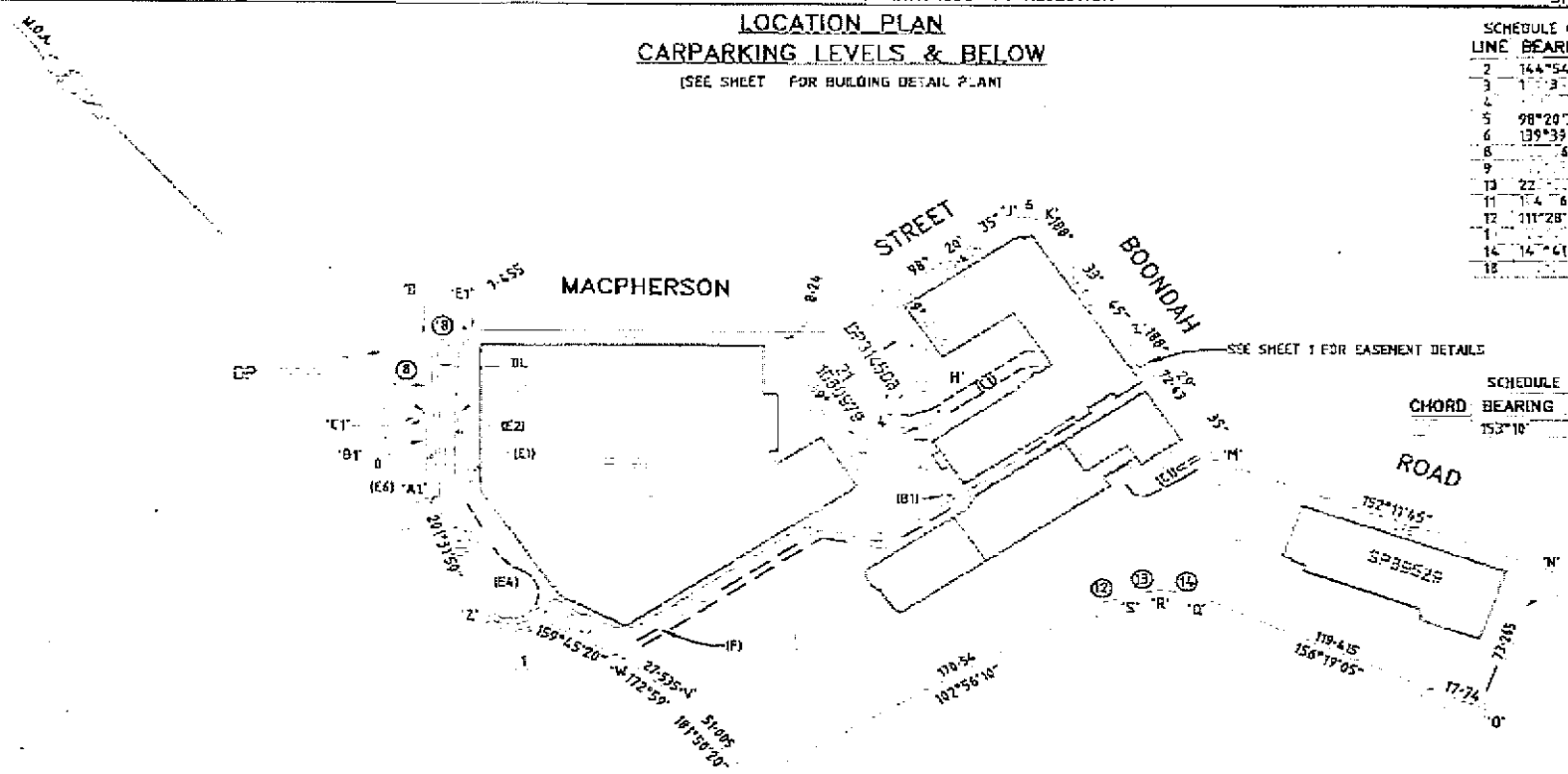
\\Warriewood\18 Boondah Stg2\Final\JKN

LOCATION PLAN
CARPARKING LEVELS & BELOW

(SEE SHEET FOR BUILDING DETAIL PLAN)

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6·635
3	[illegible]	[illegible]
4		10·91
5	98°20'35"	30·68
6	139°39'30"	6·41
8	[illegible]	35·[illegible]
9		2·[illegible]
10	[illegible]	1·
11	[illegible]	
12	111°28'	1·
13		·6
14	[illegible]	17·0
18		



SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
	153°10'	21·795	24·46	

BOL DENOTES BOUNDARY OF 289 IN SP89529

(C1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1197845)
(B1) EASEMENT FOR WATERMAIN 3·5 WIDE AND VARIABLE (U369388)
PROPOSED EASEMENT FOR SEWER 8 WIDE (SEE DP 599348)
PROPOSED EASEMENT FOR WATERMAIN 3·5 WIDE & VARIABLE (SEE DP 637078)

(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5·3 WIDE AND VARIABLE WIDTH (DP 1174413)
(E2) RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH (DP 1174413)
(E3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE (DP 1174413)

(E4) RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH (DP 1175520)
(E5) EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH (DP 1175520)
(E6) EASEMENT TO DRAIN WATER (E6) 2·5 WIDE (DP 1175520)
(E7) EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT) (DP 1175520)
(E8) EASEMENT FOR WASTE COLLECTION (ENTIRE LOT) (DP 1175520)
(E9) EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT) (DP 1175520)
(E110) RIGHT OF CARRIAGEWAY (E11) VARIABLE WIDTH (DP 1191859)

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:2,000

Registered 11.11.2014

SP90320

\\Warriewood\10 Boondah Stg2\Final\JKN

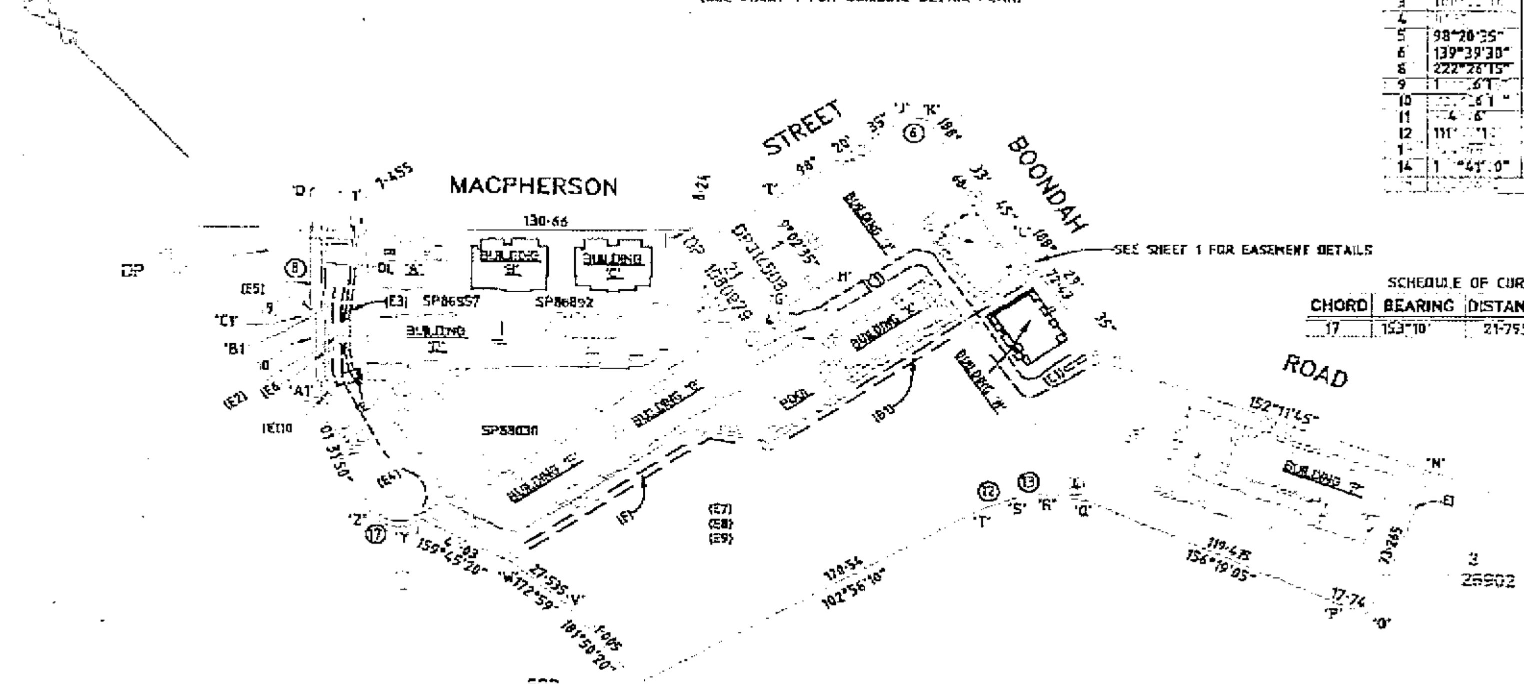
STRATA PLAN FORM 2 A3 SP90320 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Shee No. 3 o· 22 Sheets

LOCATION PLAN
GROUND LEVEL & ABOVE

(SEE SHEET 1 FOR BUILDING DETAIL PLAN)

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
2	144°54'	6·655
3	[illegible]	20·065
4	[illegible]	10·915
5	98°20'35"	30·48
6	139°39'30"	8·41
8	222°26'15"	[illegible]
9	[illegible]	[illegible]
10	[illegible]	[illegible]
11	[illegible]	[illegible]
12	[illegible]	[illegible]
1·	[illegible]	[illegible]
14	[illegible]	[illegible]
[illegible]	[illegible]	[illegible]



SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°10'	21·755	4·665	14·

BDL DENOTES THE BOUNDARY OF LOT 289 IN SP89529

(C1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1197845)
(B1) EASEMENT FOR WATERMAIN 3·5 WIDE AND VARIABLE (U369388)
(E) PROPOSED EASEMENT FOR SEWER 6 WIDE (SEE DP 599348)
PROPOSED EASEMENT FOR WATERMAIN 3·5 WIDE & VARIABLE (SEE DP 637078)

(E1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E1) 5·3 WIDE AND VARIABLE WIDTH (DP 1174413)
(E2) RIGHT OF CARRIAGEWAY (E2) 4 WIDE AND VARIABLE WIDTH (DP 1174413)
(E3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (E3) 2 WIDE (DP 1174413)

(E4) RIGHT OF CARRIAGEWAY (E4) VARIABLE WIDTH (DP 1175520)
(E5) EASEMENT TO DRAIN WATER (E5) VARIABLE WIDTH (DP 1175520)
(E6) EASEMENT TO DRAIN WATER (E6) 2·5 WIDE (DP 1175520)
(E7) EASEMENT FOR PEDESTRIAN AND BICYCLE ACCESS (ENTIRE LOT) (DP 1175520)
(E8) EASEMENT FOR WASTE COLLECTION (ENTIRE LOT) (DP 1175520)
(E9) EASEMENT FOR EMERGENCY ACCESS (ENTIRE LOT) (DP 1175520)
(E11) RIGHT OF CARRIAGEWAY (E11) VARIABLE WIDTH (DP 1191859)

Table of [illegible] 100 [illegible] 144

BUILDING 'J'
3 LEVEL CONCRETE, BRICK & RENDERED
BRICK RESIDENTIAL BUILDING WITH
1 LEVEL OF CARPARKING
UNDER & PLANT AREAS OVER

BUILDING 'K'
4 LEVEL CONCRETE, BRICK & RENDERED
BRICK RESIDENTIAL BUILDING WITH
1 LEVEL OF CARPARKING
UNDER & PLANT AREAS OVER

BUILDING 'N'
3 LEVEL CONCRETE, BRICK & RENDERED
BRICK RESIDENTIAL BUILDING WITH
2 LEVEL OF CARPARKING
UNDER & PLANT AREAS OVER

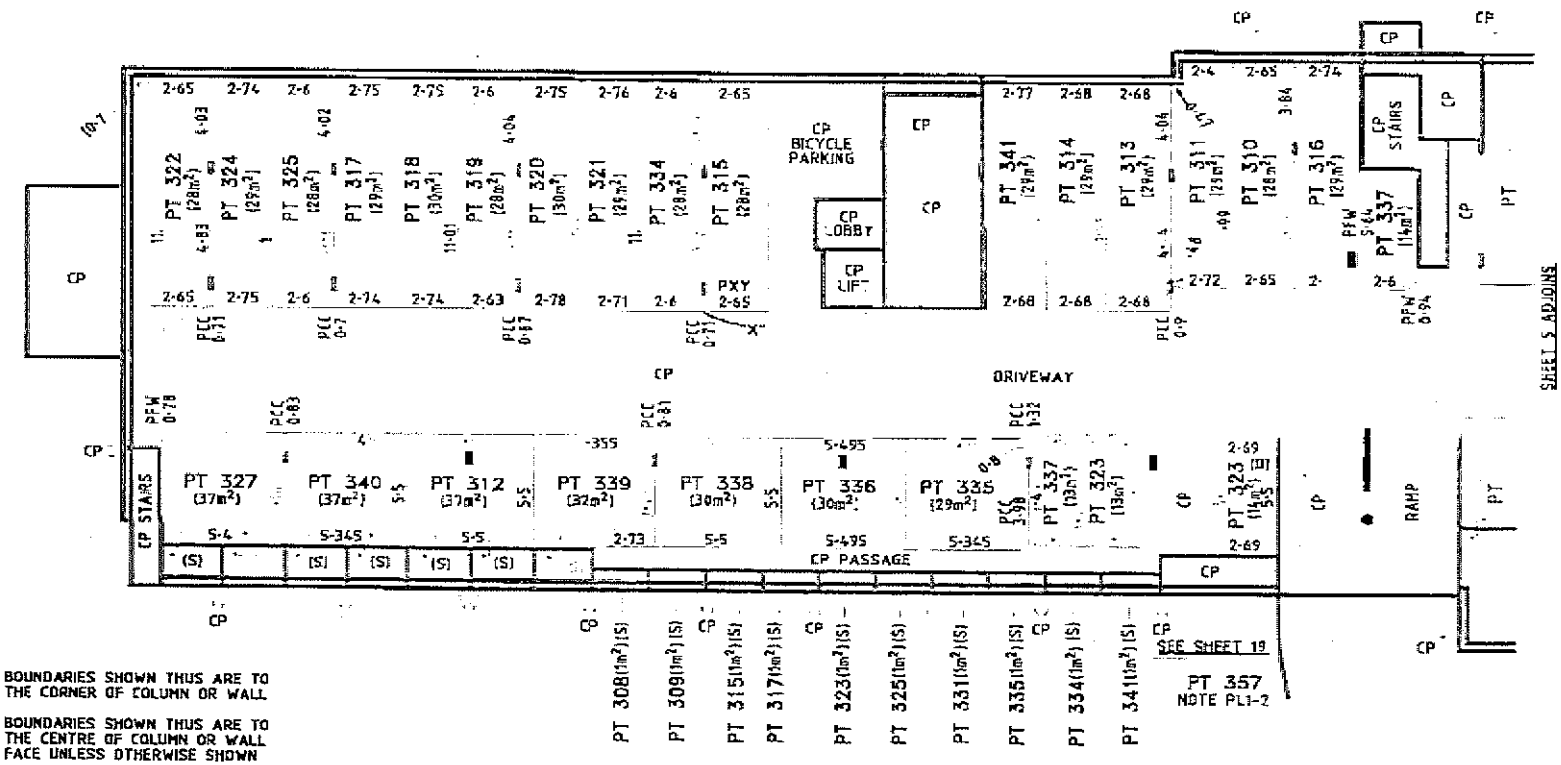
Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:2,000

Registered
11.11.2014

SP90320

\\Warriewood\18 Boondah Stg2\Final\JKN

BUILDINGS 'J' & 'K'
PARKING LEVEL 1



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL FACE UNLESS OTHERWISE SHOWN

METAL BOLLARDS WITHIN CARSPACES ARE COMMON PROPERTY

DENOTES 90°
PXY DENOTES PROLONGATION OF LINE "X"-"Y"
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

(D) DENOTES DISABLED PARKING
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

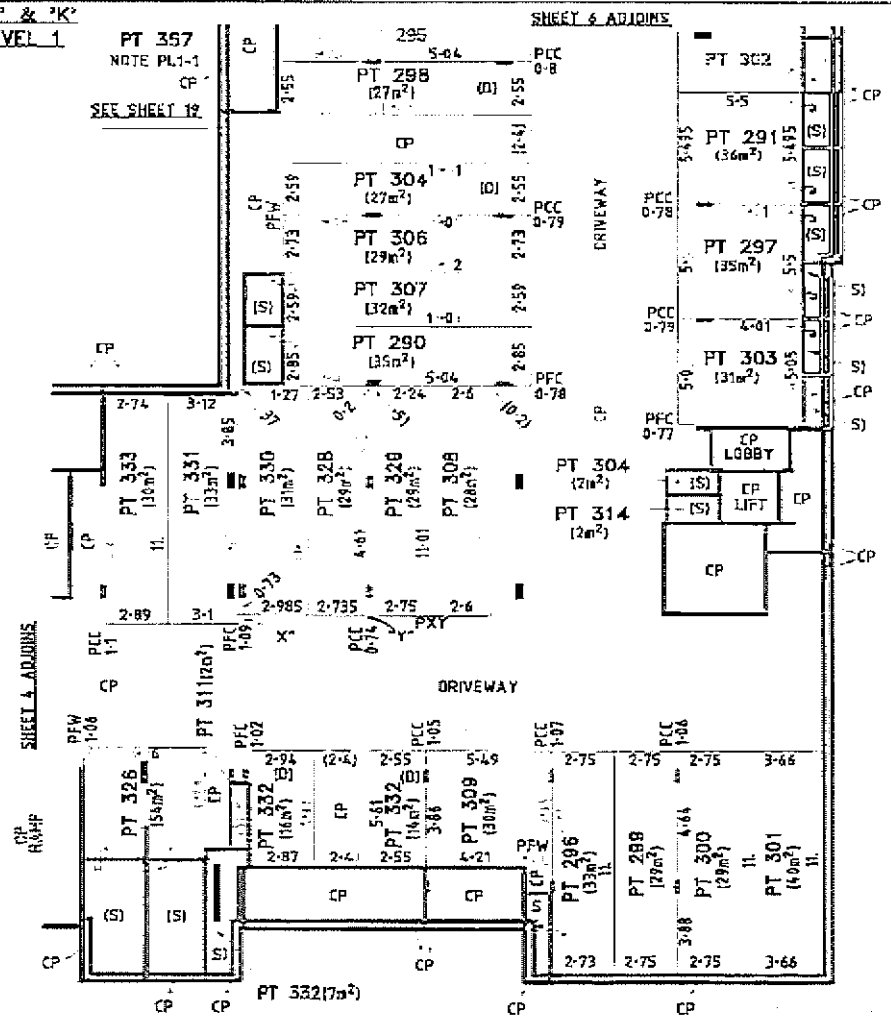
Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124797-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:200

Registered 11.11.2014

SP90320

\\Warriewood\18 Boondah Stg2\Final\JKN

BUILDINGS 'J' & 'K'
PARKING LEVEL 1



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

METAL BOLLARDS WITHIN THE CARSPACES ARE COMMON PROPERTY

DENOTES 90°

PXY DENOTES PROLONGATION OF LINE "X"-"Y"
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

(D) DENOTES DISABLED PARKING
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

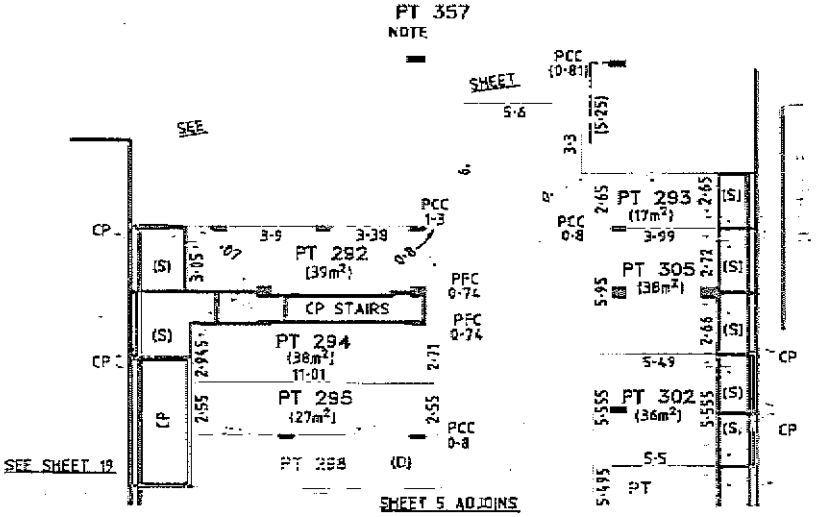
Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E

Lengths are in metres. Reduction Ratio 1:200

Registered 11.11.2014

SP90320

BUILDINGS 'J' & 'K'
PARKING LEVEL 1



BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

DENOTES 90°
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

357 IS A DEVELOPMENT

METAL BOLLARDS WITHIN THE CARSPACES ARE COMMON PROPERTY

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:200

Registered
11.11.2014

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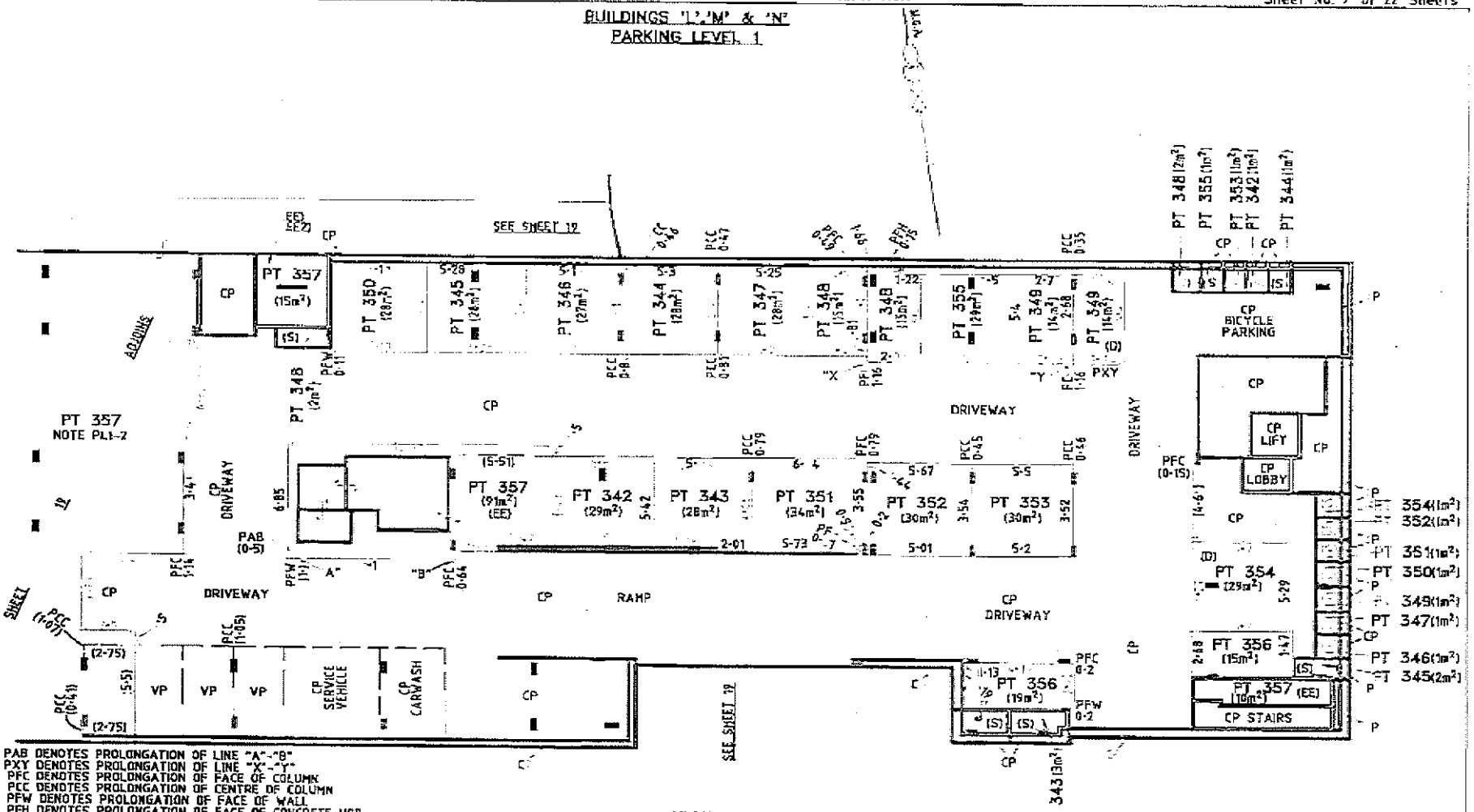
\\Warriewood\18 Beaudah Stg2\Final\JKN

BUILDINGS 'L', 'M' & 'N'
PARKING LEVEL 1



PAB DENOTES PROLONGATION OF LINE "A"-"B"
PXY DENOTES PROLONGATION OF LINE "X"-"Y"
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL
PFH DENOTES PROLONGATION OF FACE OF CONCRETE HOB
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE
CP DENOTES COMMON PROPERTY
VP DENOTES VISITOR PARKING-CP
└ DENOTES 90°
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

METAL BOLLARDS WITHIN THE CARSPACES ARE COMMON PROPERTY

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

LOT 357 IS A DEVELOPMENT LOT
(EE2) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH
(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (SP 86892)

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E

Lengths are in metres. Reduction Ratio 1:200

Registered 11.11.2014

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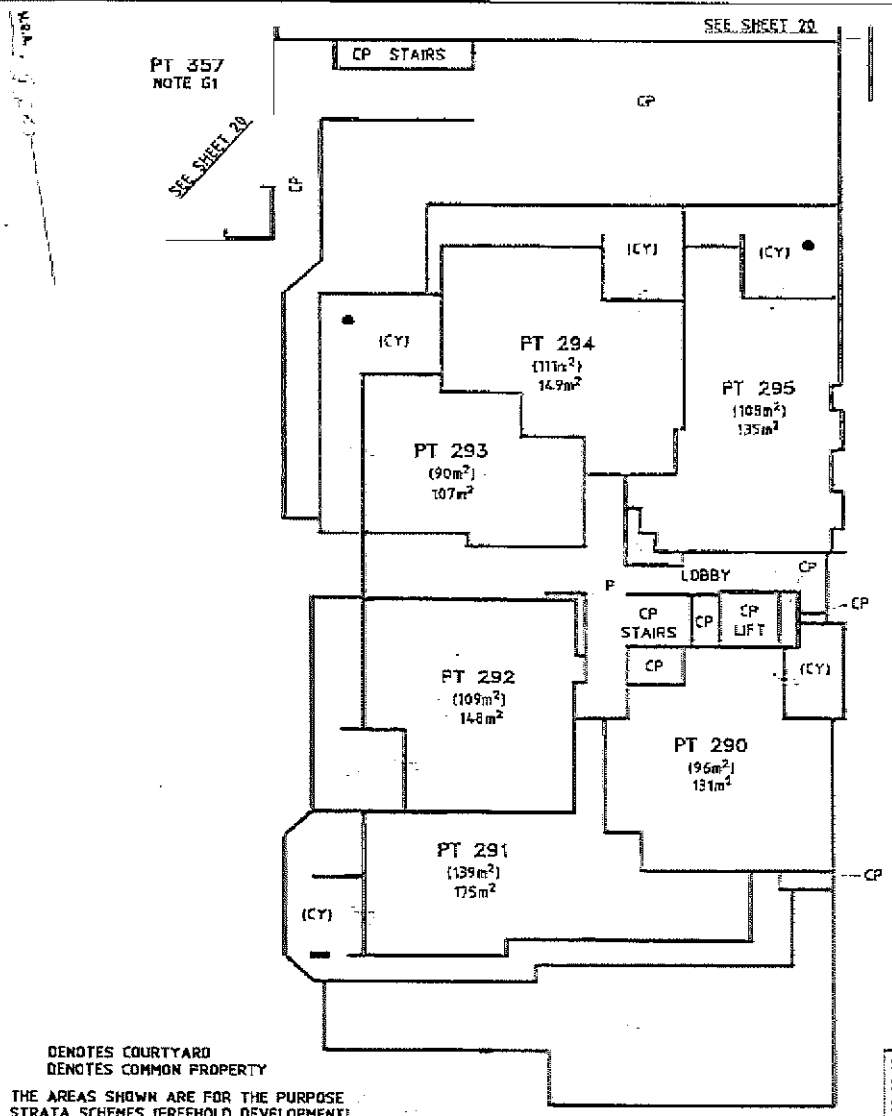
\\Warriewood\38 Beardah Stg2\Final\JKN



BUILDING 'J'
GROUND LEVEL

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

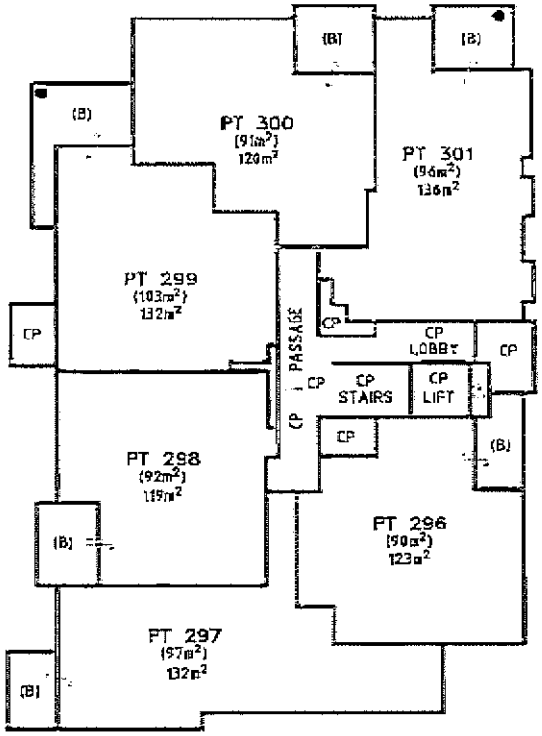
TILING WITHIN THE UNITS AND COURTYARDS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

DENOTES COURTYARD
DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE STRATA SCHEMES (FREEHOLD DEVELOPMENT) AND ARE APPROXIMATE ONLY.

Surveyor: Bradley Edward Glasson Surveyor's Ref: 124787-Warriewood2-JKN Subdivision No: SC12205E Lengths are in metres. Reduction Ratio	Registered 11.11.2014	SP90320

BUILDING 'J'
LEVEL 1



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC1220SE
Lengths are in metres. Reduction Ratio 1:200

Registered
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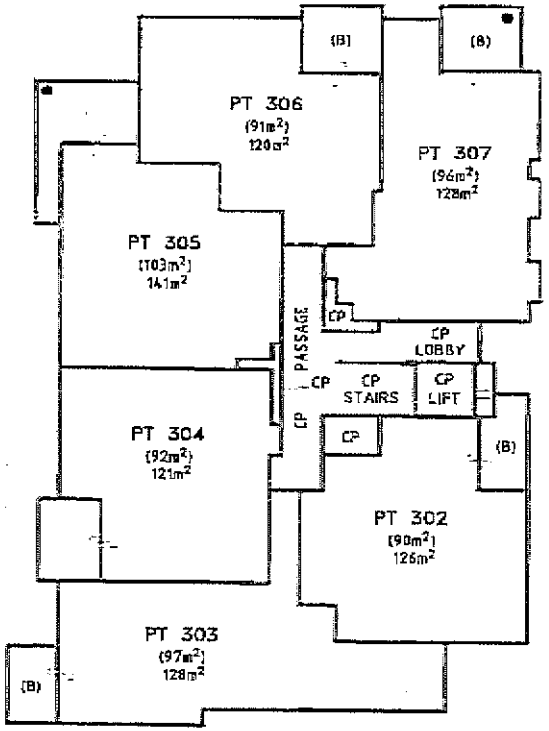
\\Warriewood\18 Boondah Stg2\Final\JKN

BUILDING "J"
LEVEL 2



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE STRATA SCHEMES (FREEHOLD DEVELOPMENT) AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

Surveyor: Bradley Edward Glassen
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:200

Registered
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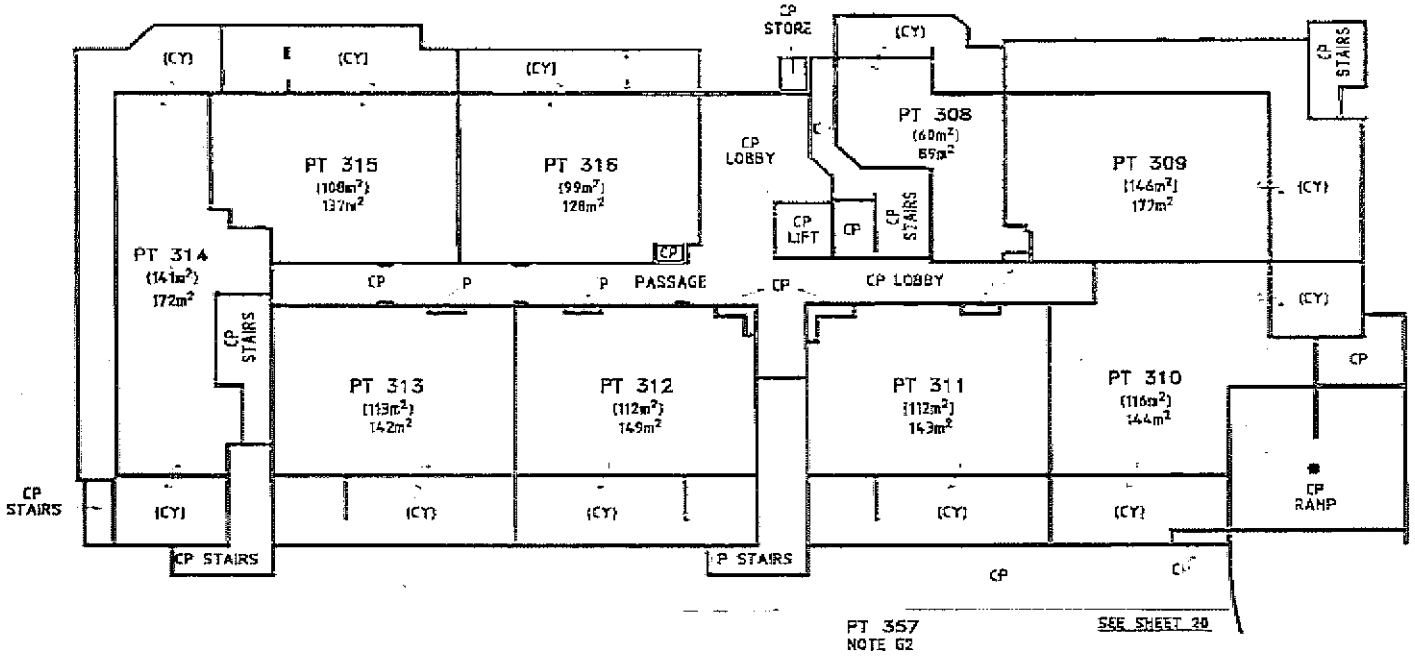
\\Warriewood\18 Boonda's Stg2\Final\JKN

BUILDING 'K'
GROUND LEVEL



AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND COURTYARDS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3-0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:200

Registered
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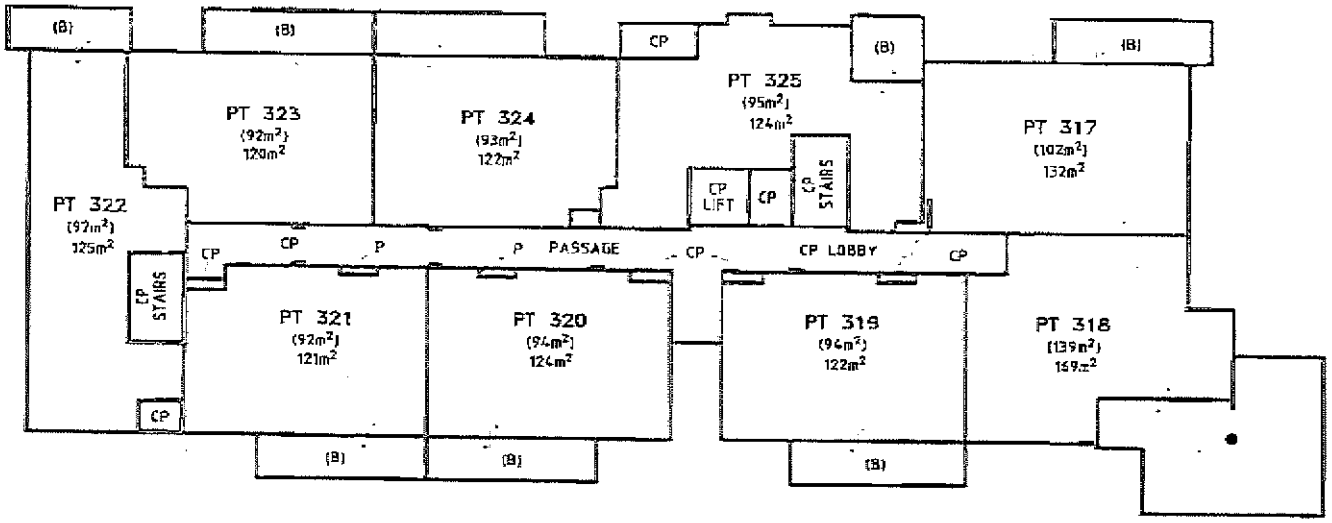
\\Warriewood\18 Boondah Stg2\Final\JKN

BUILDING 'K'
LEVEL 1



(T) DENOTES TERRACE
(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE TERRACE IS LIMITED IN HEIGHT TO 3·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS, TERRACE, AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

Table of Lots 1-9 12

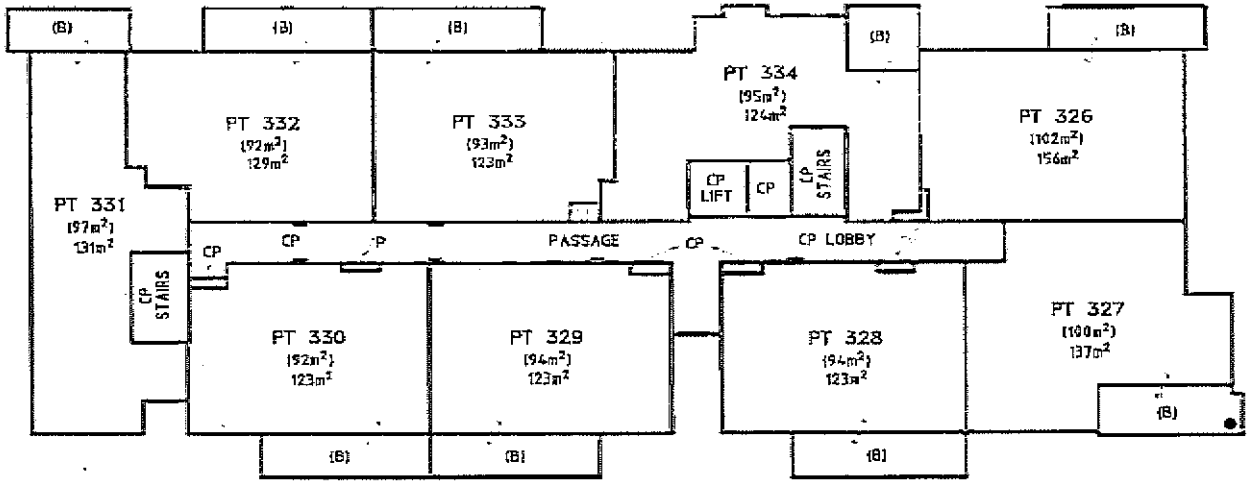
Surveyor: Bradley Edward Glassen
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12206E
Lengths metres. Reduction Ratio 1:200

Registered
11.11.2014

SP90320

\\Warriewood\18 Beardah Stg2\Final\JKN

BUILDING "K"
LEVEL 2



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:200

Registered
11.11.2014

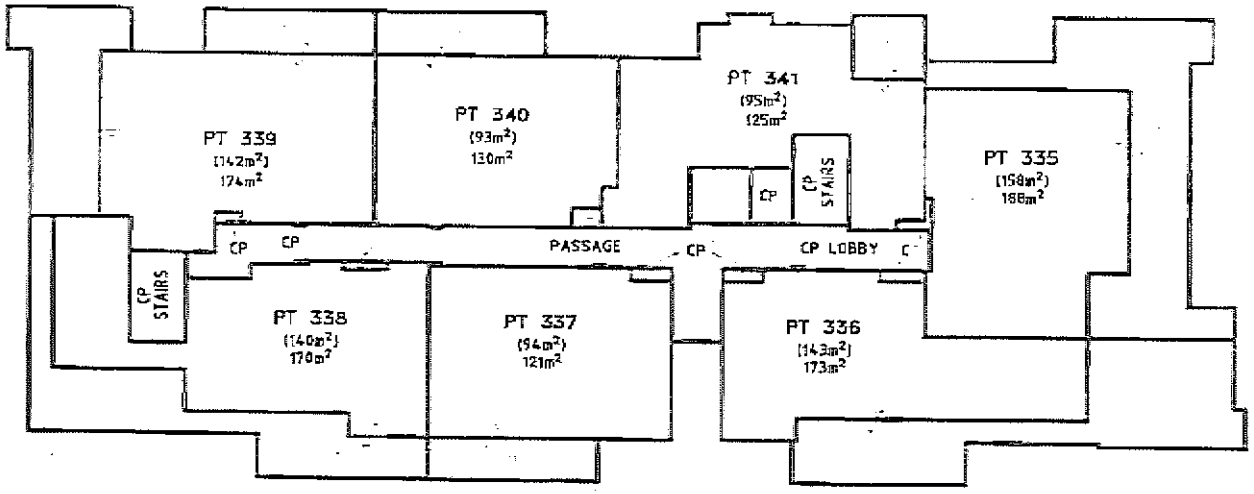
SP90320

Table of mm 0 100 11 1 0 14

\\Warriewood\18 Beaudah Stg2\Final\JKN

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

BUILDING "K"
LEVEL 3



METAL SUNSHADES AND ANY ASSOCIATED SUPPORT STRUCTURES WITHIN OR ADJACENT TO THE TERRACES ARE COMMON PROPERTY.

(T) DENOTES TERRACE
(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE TERRACES AND BALCONIES IS LIMITED IN HEIGHT TO 3·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS, TERRACES AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

Surveyor: Bradley Edward Gleeson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E

Registered
11.11.2014

SP90320

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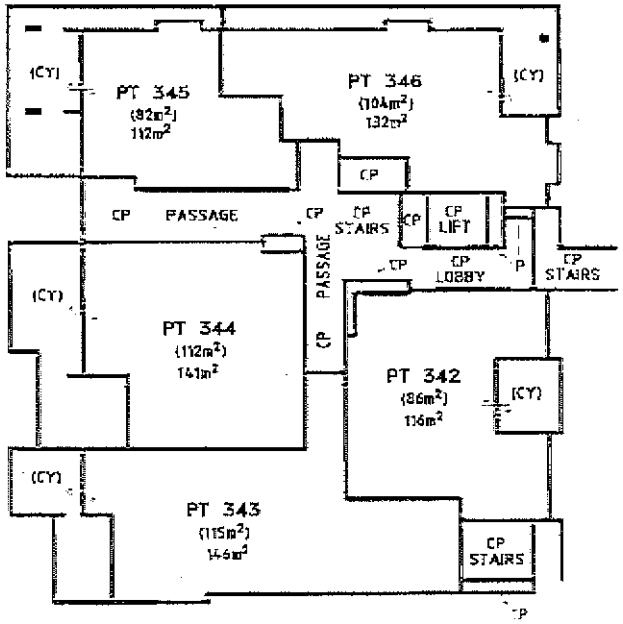
are metres. Reduction Ratio 1:200

\\Warriewood\18 Beaconsfield Stg2\Final\JKN

BUILDING "N"
GROUND LEVEL



AIR CONDITIONING UNITS AND ANY ASSOCIATED COMPONENTS WITHIN THE COURTYARDS FORM PART OF THE RESPECTIVE LOT AND ARE NOT COMMON PROPERTY.

(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND COURTYARDS IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3·6 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

Surveyor: Bradley Edward Gleeson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC1220SE
Lengths are in metres. Reduction Ratio 1:200

Registered
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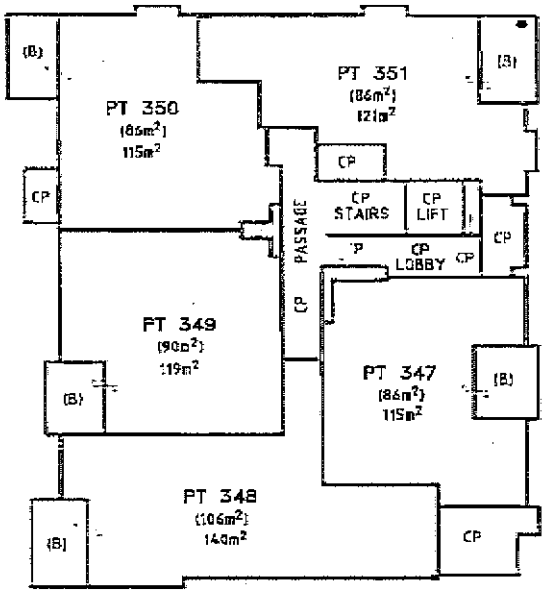
BUILDING 'N'
LEVEL 1



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

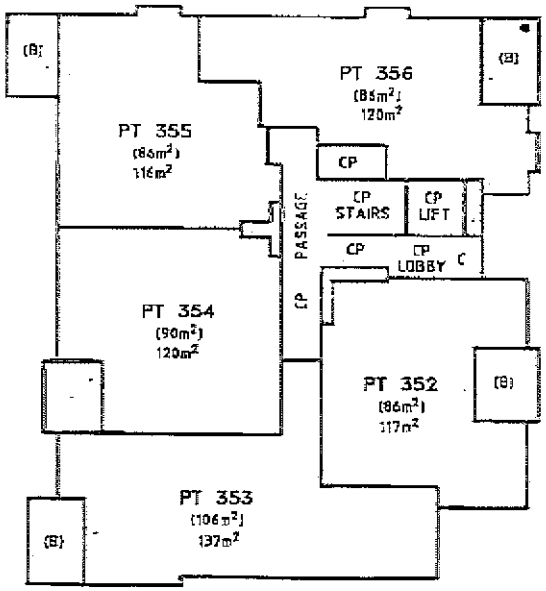
Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC1220SE
Lengths are in metres. Reduction Ratio 1:200

Registered
11.11.2014

SP90320

\\Warriewood\18 Boondah Stg2\Final\JKN

BUILDING 'N'
LEVEL 2



(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE BALCONIES IS LIMITED IN HEIGHT TO 3·0 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

Surveyor: Bradley Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:200

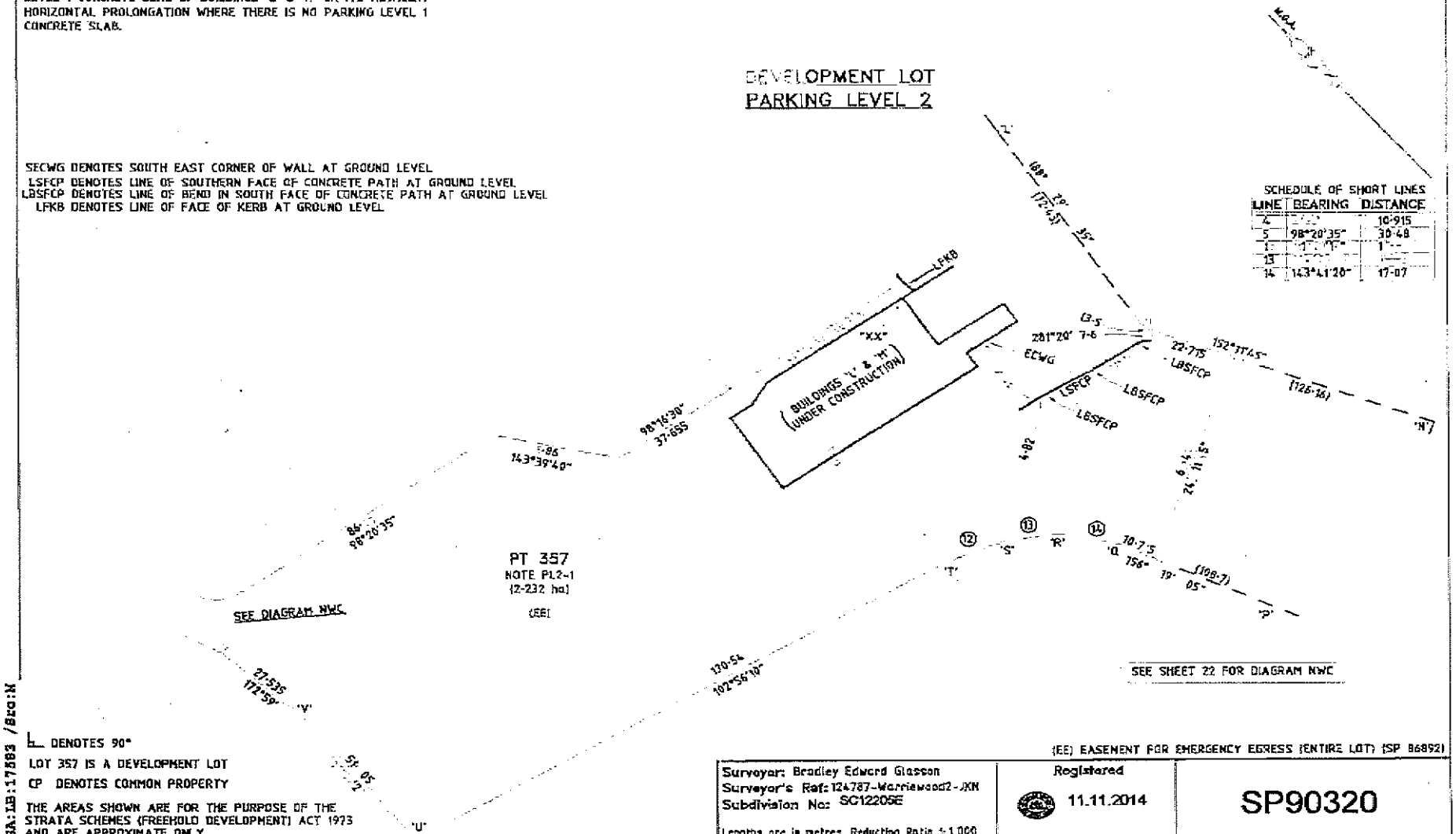
Registered
11.11.2014

SP90320

THE STRATUM OF PT 357 (NOTE PL2-1) IS LIMITED IN DEPTH TO 30 BELOW THE UPPER SURFACE OF THE CONCRETE SLAB AT "XX" AND IS LIMITED IN HEIGHT TO THE CENTRE OF THE PARKING LEVEL 1 CONCRETE SLAB OF BUILDINGS 'L' & 'M' OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO PARKING LEVEL 1 CONCRETE SLAB.

POINTS DENOTED 'L', 'M', 'N', 'P', 'Q', 'R', 'S', 'T', 'U', 'V' & 'W' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLANS AND THE PARCEL BOUNDARIES.

SECWG DENOTES SOUTH EAST CORNER OF WALL AT GROUND LEVEL
LSFCP DENOTES LINE OF SOUTHERN FACE OF CONCRETE PATH AT GROUND LEVEL
LBSFCP DENOTES LINE OF BEND IN SOUTH FACE OF CONCRETE PATH AT GROUND LEVEL
LFKB DENOTES LINE OF FACE OF KERB AT GROUND LEVEL



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
4	[illegible]	10·915
5	98°20'35"	30·48
1[illegible]	[illegible]	1[illegible]
13	[illegible]	[illegible]
14	143°41'20"	17·07

⌊ DENOTES 90°
LOT 357 IS A DEVELOPMENT LOT
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (SP 86892)

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:1,000

Registered 11.11.2014

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\\warriewood\18 Boondah Stg2\Final\JKN

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

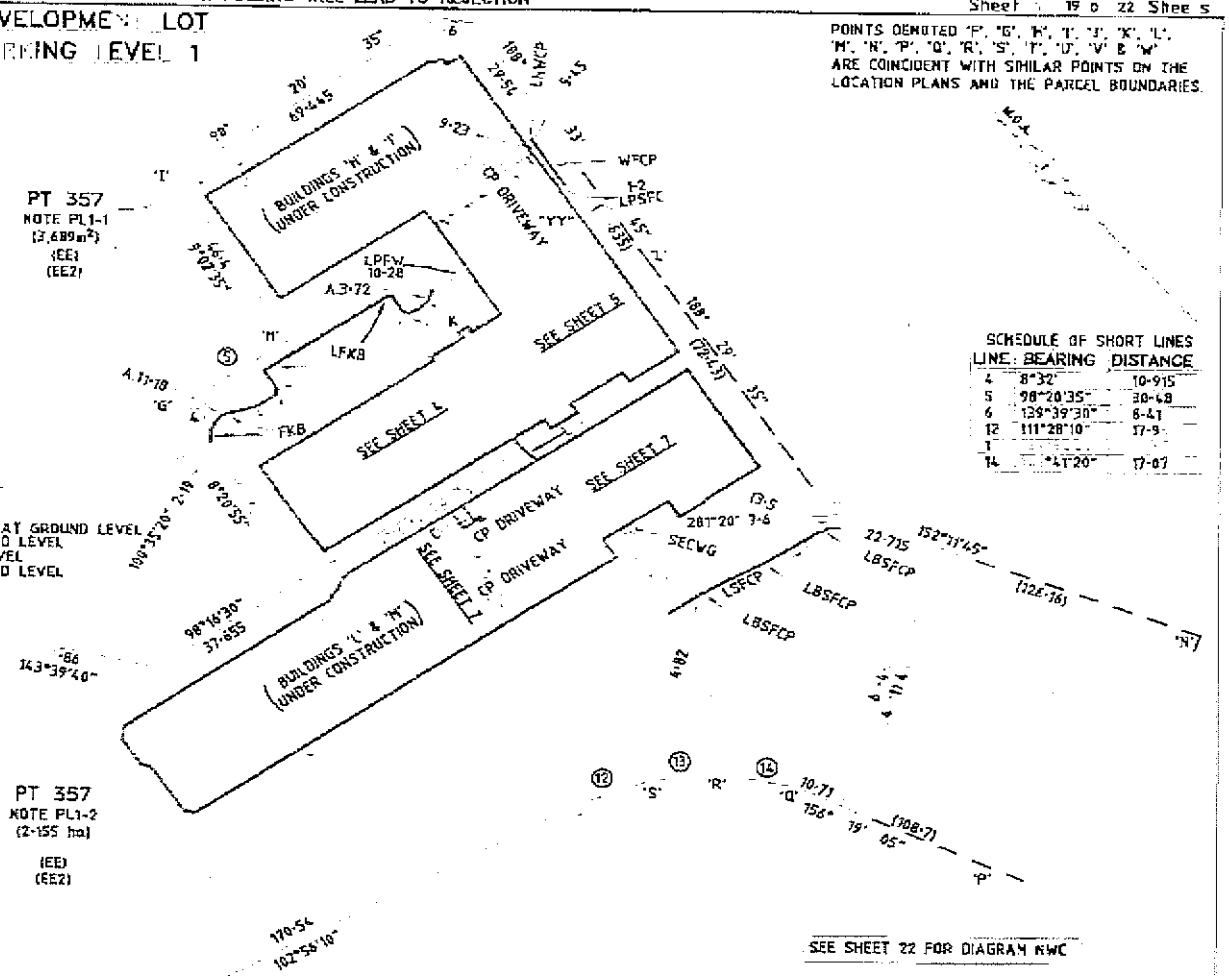
THE STRATUM OF PT 357 (NOTE PL1-1) IS LIMITED IN DEPTH TO 30 BELOW THE UPPER SURFACE OF THE CONCRETE SLAB AT "YY" AND IS LIMITED IN HEIGHT TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OF BUILDINGS 'H' & 'I' OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO GROUND LEVEL CONCRETE SLAB.

THE STRATUM OF PT 357 (NOTE PL1-2) IS LIMITED IN DEPTH TO THE CENTRE OF THE PARKING LEVEL 1 CONCRETE SLAB OF BUILDINGS 'L' & 'M' OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO PARKING LEVEL 1 CONCRETE SLAB AND IS LIMITED IN HEIGHT TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OF BUILDINGS 'L' & 'M' OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO PARKING LEVEL 1 CONCRETE SLAB.

SECWG DENOTES EAST CORNER OF WALL AT GROUND LEVEL

LPFW DENOTES LINE OF PROLONGATION OF FACE OF WALL AT GROUND LEVEL
LEFC DENOTES LINE OF EAST FACE OF CONCRETE WALL AT GROUND LEVEL
LSFC DENOTES LINE OF SOUTH FACE OF CONCRETE WALL AT GROUND LEVEL
LPSFC DENOTES LINE OF PROLONGATION OF SOUTH FACE OF CONCRETE WALL AT GROUND LEVEL
LNWCP DENOTES LINE OF NORTH WEST CORNER OF CONCRETE PATH AT GROUND LEVEL
LSFCP DENOTES LINE OF SOUTHERN FACE OF CONCRETE PATH AT GROUND LEVEL
BSFCP DENOTES LINE OF BEND IN SOUTH FACE OF CONCRETE PATH AT GROUND LEVEL
LWFCP DENOTES LINE OF WEST FACE OF CONCRETE PATH AT GROUND LEVEL
LFKB DENOTES LINE OF FACE OF KERB AT GROUND LEVEL

DEVELOPMENT LOT
PARKING LEVEL 1



POINTS DENOTED 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'P', 'Q', 'R', 'S', 'T', 'U', 'V' & 'W' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLANS AND THE PARCEL BOUNDARIES.

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
4	8°32'	10-915
5	98°20'35"	30-68
6	139°39'30"	6-41
12	111°28'10"	17-9
13		
14	°41'20"	17-07

DENOTES
LOT 357 IS A DEVELOPMENT LOT
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

(EE2) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH
(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (SP 86892)

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Area: metres 1:1,000

Registered 11.11.2014

SP90320

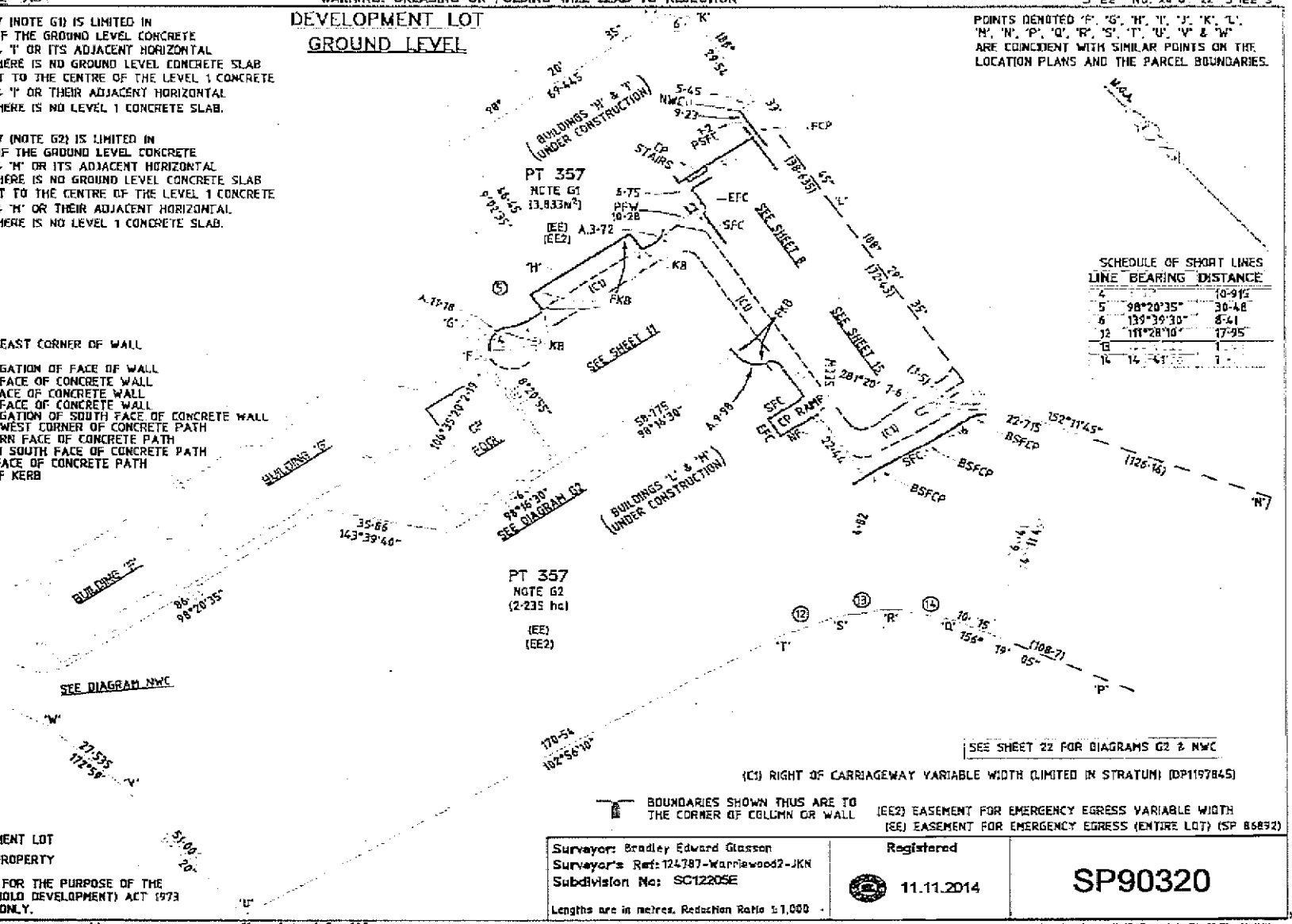
THE STRATUM OF PT 357 (NOTE G1) IS LIMITED IN DEPTH TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OF BUILDINGS 'H' & 'I' OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO GROUND LEVEL CONCRETE SLAB AND IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OF BUILDINGS 'H' & 'I' OR THEIR ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO LEVEL 1 CONCRETE SLAB.

THE STRATUM OF PT 357 (NOTE G2) IS LIMITED IN DEPTH TO THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OF BUILDINGS 'L' & 'M' OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO GROUND LEVEL CONCRETE SLAB AND IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OF BUILDINGS 'L' & 'M' OR THEIR ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO LEVEL 1 CONCRETE SLAB.

SECW DENOTES SOUTH EAST CORNER OF WALL

PFW DENOTES PROLONGATION OF FACE OF WALL
NFC DENOTES NORTH FACE OF CONCRETE WALL
EFC DENOTES EAST FACE OF CONCRETE WALL
SFC DENOTES SOUTH FACE OF CONCRETE WALL
PSFC DENOTES PROLONGATION OF SOUTH FACE OF CONCRETE WALL
NWCP DENOTES NORTH WEST CORNER OF CONCRETE PATH
SFCP DENOTES SOUTHERN FACE OF CONCRETE PATH
BSFCP DENOTES BEND IN SOUTH FACE OF CONCRETE PATH
WFCP DENOTES WEST FACE OF CONCRETE PATH
FKB DENOTES FACE OF KERB

DEVELOPMENT LOT
GROUND LEVEL



POINTS DENOTED 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'P', 'Q', 'R', 'S', 'T', 'U', 'V' & 'W' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLANS AND THE PARCEL BOUNDARIES.

SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
4		10·91½
5	98°20'35"	30·48
6	139°39'30"	8·41
12	111°28'10"	17·95
13		1
14	14 41	1

SEE SHEET 22 FOR DIAGRAMS G2 & NWC

(C1) RIGHT OF CARRIAGEWAY VARIABLE WIDTH (LIMITED IN STRATUM) (DP1197845)

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

(EE2) EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH
(EE) EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) (SP 86892)

DENOTES 90°

LOT 357 IS A DEVELOPMENT LOT

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:1,000

Registered 11.11.2014

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\\Warriewood\18 Boundah Stg2\Final\JKN

STRATA PLAN FORM 2 (83) SP90320

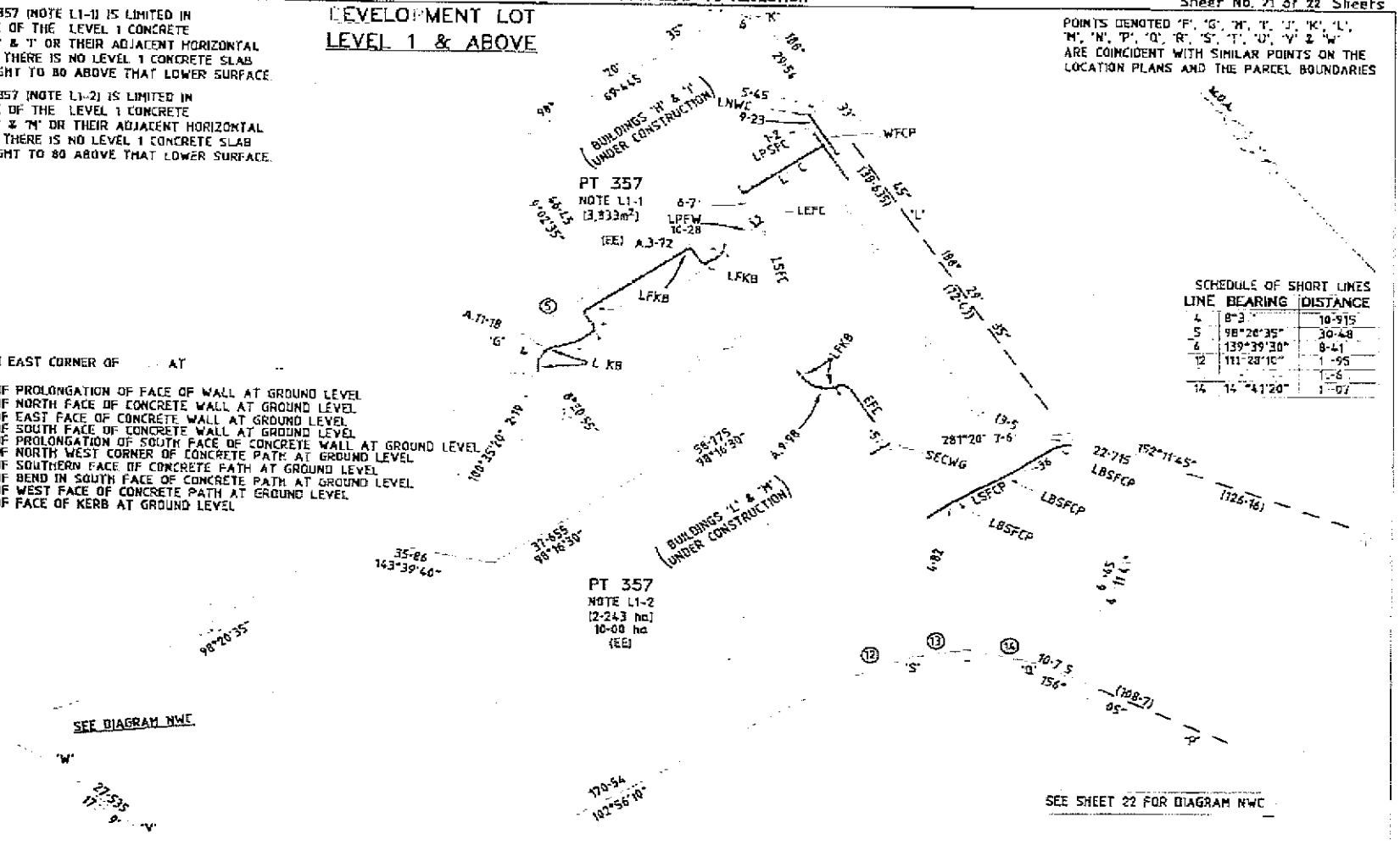
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

THE STRATUM OF PT 357 (NOTE L1-1) IS LIMITED IN DEPTH TO THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OF BUILDINGS 'H' & 'I' OR THEIR ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO LEVEL 1 CONCRETE SLAB AND IS LIMITED IN HEIGHT TO 80 ABOVE THAT LOWER SURFACE.

THE STRATUM OF PT 357 (NOTE L1-2) IS LIMITED IN DEPTH TO THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OF BUILDINGS 'L' & 'M' OR THEIR ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO LEVEL 1 CONCRETE SLAB AND IS LIMITED IN HEIGHT TO 80 ABOVE THAT LOWER SURFACE.

DEVELOPMENT LOT
LEVEL 1 & ABOVE

POINTS DENOTED 'F', 'G', 'H', 'I', 'J', 'K', 'L', 'M', 'N', 'P', 'Q', 'R', 'S', 'T', 'U', 'V' & 'W' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLANS AND THE PARCEL BOUNDARIES



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
4	8°3	10-915
5	98°26'35"	30-48
6	139°39'30"	8-41
12	111°28'10"	1-95
		1-6
14	14°41'20"	1-07

SECW DENOTES SOUTH EAST CORNER OF AT

LPFW DENOTES LINE OF PROLONGATION OF FACE OF WALL AT GROUND LEVEL
LNFC DENOTES LINE OF NORTH FACE OF CONCRETE WALL AT GROUND LEVEL
LEFC DENOTES LINE OF EAST FACE OF CONCRETE WALL AT GROUND LEVEL
LSFC DENOTES LINE OF SOUTH FACE OF CONCRETE WALL AT GROUND LEVEL
LPSFC DENOTES LINE OF PROLONGATION OF SOUTH FACE OF CONCRETE WALL AT GROUND LEVEL
LNWCP DENOTES LINE OF NORTH WEST CORNER OF CONCRETE PATH AT GROUND LEVEL
LSFCP DENOTES LINE OF SOUTHERN FACE OF CONCRETE PATH AT GROUND LEVEL
BSFCP DENOTES LINE OF BEND IN SOUTH FACE OF CONCRETE PATH AT GROUND LEVEL
LWFCP DENOTES LINE OF WEST FACE OF CONCRETE PATH AT GROUND LEVEL
LFKB DENOTES LINE OF FACE OF KERB AT GROUND LEVEL

L DENOTES

LOT 357 IS A DEVELOPMENT LOT

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 AND ARE APPROXIMATE ONLY.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

(EE) EASEMENT EMERGENCY EGRESS (ENTIRE LOT) (SP 86892)

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E
Lengths are in metres. Reduction Ratio 1:1,000

Registered 11.11.2014

SP90320

\\Warriewood\18 Beondah Stg2\Final\JKN

POINTS DENOTED 'W', 'X', 'Y', 'Z', 'A1', 'B1', 'C1', 'D1' & 'E1' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLANS AND THE PARCEL BOUNDARIES.

DIAGRAM NWC

SCALE 1:1000

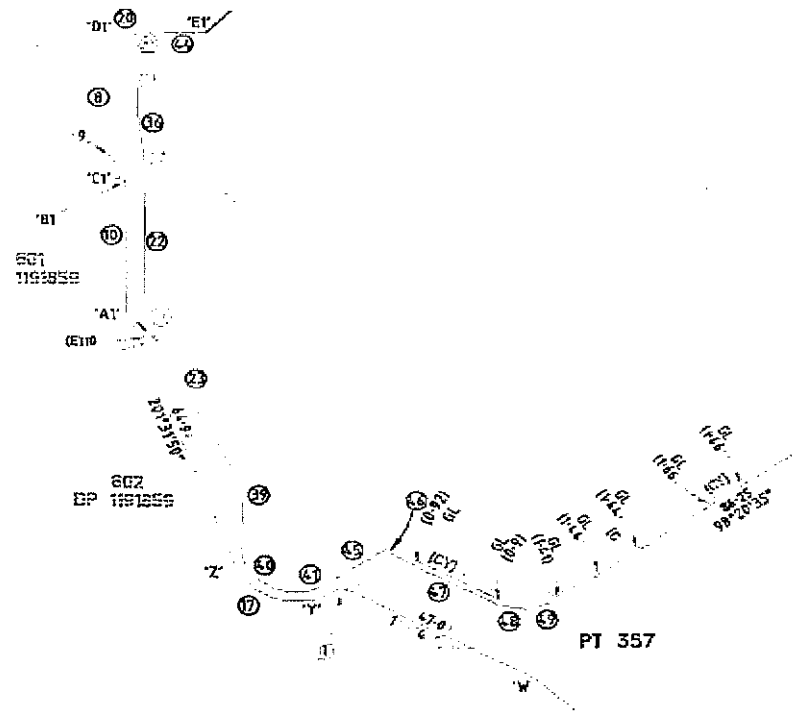
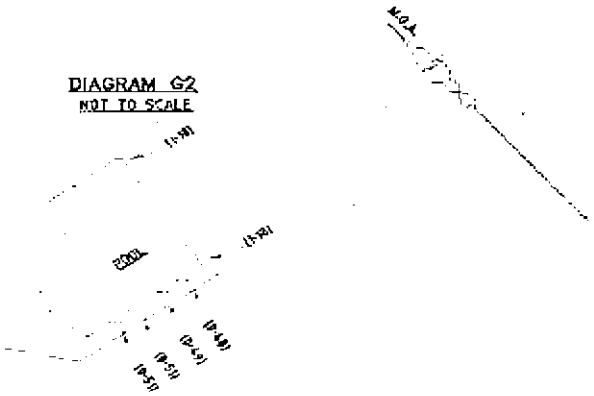


DIAGRAM G2

NOT TO SCALE



SCHEDULE OF SHORT LINES

LINE	BEARING	DISTANCE
8	[illegible]	35·765
9	[illegible]	2·315
10	[illegible]	[illegible]
11	[illegible]	3·8
20	2°26'5"	[illegible]
[illegible]	222°26'5"	6·4[illegible]
[illegible]	222°24'10"	28·305
23	194°33'10"	32·975
44	152°11'45"	15·395
45	190°29'20"	5·855
46	174°03'	2·21
47	159°45'20"	26·01
48	144°24'10"	6·355
49	13°41'50"	6·355

SCHEDULE OF CURVED LINES

CHORD	BEARING	DISTANCE	ARC	RADIUS
17	153°10'	21·795	24·665	14·[illegible]
3	221°13'	1·955	1·955	4·[illegible]6
36	217°14'30"	8·68	8·685	[illegible]
37	2[illegible]°53'	8·345	8·36	43·4
38	208°15'40"	11·55	11·66	24·53
39	213°[illegible]7'20"	16·58	16·[illegible]0	4·[illegible]1
40	177°50'50"	20·03	23·635	[illegible]·06
41	111°40'55"	4·61	4·64	11·15

GL DENOTES AT GROUND LEVEL
CY DENOTES COURTYARD

LOT 357 IS A DEVELOPMENT LOT

CP DENOTES COMMON PROPERTY

(E110) RIGHT OF CARRIAGEWAY (E11) VARIABLE WIDTH (DP 1191859)

Surveyor: Bradley Edward Glassen
Surveyor's Ref: 124787-Warriewood2-JKN
Subdivision No: SC12205E

Lengths are in metres. Reduction Ratio 1:SEE SHEET

Registered 11.11.2014

SP90320

\\Warriewood\18 Boondah Stg2\Final\JKN

STRATA PLAN FORM 3 (Part 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 4 sheet(s)

Office Use Only

Registered: 11.11.2014

Purpose: STRATA PLAN OF SUBDIVISION

Office Use Only

SP90320 S

PLAN OF

SUBDIVISION OF LOT 289 SP89529.

LGA: PITTWATER

Locality: WARRIEWOOD

Parish: NARRABEEN

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) *~~The Council of .....~~,

*The Accredited Certifier Saeid Ashrafian,

Accreditation Number BPB 0014,

has made the required inspections and is satisfied that the requirements of,

*(a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,

*(b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and~~ clause 30A of the Strata Schemes (Leasehold Development) Regulation ~~2010,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

*(2) The accredited certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.

*(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

*(4) ~~The building encroaches on a public place and,~~

*(a) The Council does not object to the encroachment of the building beyond the alignment of .....

*(b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the ~~encroachment~~

*(5) ~~This approval is given on the condition that lot(s) .....~~ are created as utility lots in accordance with ~~section 37 of the Strata Schemes (Freehold Development) Act 1973~~ or section 68 of the Strata Schemes ~~(Leasehold Development) Act 1986.~~

Date 1/10/2014

Subdivision No. SC 12005F

Relevant Development Consent No. 77500.CDC.02

Issued by Patrick G McNamara

Signature

~~Authorised Person/General Manager~~/Accredited Certifier

* Strike through if inapplicable.

^ Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 86892

The adopted by-laws for the scheme are:

~~*Model by-laws~~

~~*together with keeping of animals: Option *A/*B/*C~~

*By-laws in ____ sheets filed with plan.

*strike through if inapplicable

*Insert the type to be adopted (Schedule 2-7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, Bradley Edward Glasson

of JBW Surveyors Pty Ltd

ACN 001 149 373

a surveyor registered under the *Surveying and Spatial Information Act, 2002*, hereby certify that:

(1) Each applicable requirement of

*Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met

~~*Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met,~~

~~(2) *(a) the building encroaches on a public place,~~

*(b) the building encroaches on land other than a public place, ~~and an appropriate easement has been created by ..... to permit the encroachment to remain,~~

(3) *the survey information recorded in the accompanying location plan is accurate.

Signature:

Date: 27th AUGUST 2014

* Strike through if inapplicable.

^ Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement

Signatures, Seals and Section 88b Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 124787-Warriewood/Stg2-JKN

LPI REF: 2014M7600(189)

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Office Use Only

Registered: 11.11.2014

Office Use Only

SP90320

PLAN OF

SUBDIVISION OF LOT 289 SP89529.

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC.12.0056

Date of Endorsement: 1/10/2014

SCHEDULE OF UNIT ENTITLEMENT

BUILDING 'J'

LOT	U.E.
290	45
291	46
292	45
293	38
294	45
295	45
296	44
297	45
298	44
299	44
300	44
301	44
302	45
303	46
304	45
305	45
306	45
307	45

BUILDING 'K'

LOT	U.E.
308	32
309	45
310	45
311	45
312	45
313	45
314	45
315	45
316	45
317	44
318	44
319	44
320	44
321	44
322	45
323	44
324	44
325	44
326	45
327	45
328	45
329	45
330	45
331	45
332	45
333	45
334	45
335	47
336	47
337	45
338	47
339	47
340	45
341	45

BUILDING 'N'

LOT	U.E.
342	45
343	46
344	45
345	38
346	45
347	44
348	45
349	44
350	44
351	44
352	45
353	46
354	45
355	45
356	45

DEVELOPMENT LOT

LOT	U.E.
357	4,560

AGGREGATE : 7 543

Warning Statement regarding the initial Schedule of Unit Entitlement

The Schedule of unit entitlements may, on completion of the staged strata development to which it relates, be revised in accordance with section 28QAA Strata Schemes (Freehold Development) Act 1973 or section 57AAA Strata Schemes (Freehold Development) Act 1986.

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124787-Warriewood/Stg2-JKN

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 4 sheet(s)

Office Use Only

Registered: 11.11.2014

Office Use Only

SP90320

PLAN OF

SUBDIVISION OF LOT 289 SP89529.

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC.1200.G.E

Date of Endorsement: 1/12/2014

PURSUANT TO SEC.88B OF THE CONVEYANCING ACT 1919 & SEC 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 IT IS INTENDED TO CREATE:-

1. EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH

MORTON PROPERTY MANAGEMENT PTY LIMITED ACN 002 298 464 SEAL

JAMES SIALEPIS

DIRECTOR

ROBYN McCULLY

SECRETARY

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124787-Warriewood/Stg2-JKN

STRATA PLAN FORM 3 (Part 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 4 sheet(s)

Office Use Only

Registered: 11.11.2014

Office Use Only

SP90320

PLAN OF

SUBDIVISION OF LOT 289 SP89529.

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

- A Schedule of Unit Entitlements
- Statements of intention to create and release affecting interests in accordance with section 88B Conveyancing Act 1919.
- Signatures and seals-see 195D Conveyancing Act 1919.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate No: SC.12005E

Date of Endorsement: 1/10/2014

References to door numbers have not been investigated in the Department of Lands and do not form part of the plan for the purpose of the Strata Schemes (Freehold Development) Act 1973

BUILDING 'J'

LOT	DOOR
290	G15
291	G16
292	G17
293	G18
294	G19
295	G20
296	115
297	116
298	117
299	118
300	119
301	120
302	215
303	216
304	217
305	218
306	219
307	220

BUILDING 'K'

LOT	DOOR
308	G22
309	G23
310	G24
311	G25
312	G26
313	G27
314	G28
315	G29
316	G30
317	122
318	123
319	124
320	125
321	126
322	127
323	128
324	129
325	130
326	222
327	223
328	224
329	225
330	226
331	227
332	228
333	229
334	230
335	322
336	323
337	324
338	325
339	326
340	327
341	328

BUILDING 'N'

LOT	DOOR
342	G52
343	G53
344	G54
345	G55
346	G56
347	152
348	153
349	154
350	155
351	156
352	252
353	253
354	254
355	255
356	256

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124787-Warriewood/Stg2-JKN

INSTRUMENT SETTING OUT TERMS OF EASEMENTS, COVENANTS OR RESTRICTIONS ON THE USE OF LAND INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

SP90320 B

Sheet 1 of 1 Sheets

Plan of Subdivision of
Lot 289 in SP 89529

Full name(s) and address(es) of the owner(s) of the Land:

MERITON PROPERTY MANAGEMENT
PTY LTD ACN 002 298 464
Level 11, 528 Kent Street
Sydney NSW 2000

PART 1 (CREATION)

Number of item shown in the intention panel on the plan:	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan:	Burdened lot(s) :	Benefited lot(s), road(s), bodies or Prescribed Authorities:
1	Easement for Emergency Egress Variable Width	357	290-356

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR EMERGENCY EGRESS VARIABLE WIDTH NUMBERED 1 IN THE PLAN**

1.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to egress by foot only across that part of the lot burdened that is set up for emergency egress purposes from time to time to the external boundaries of the burdened lot in an emergency evacuation situation.

1.2 This easement shall cease to exist over any part of the burdened lot that, when subdivided, creates common property or other lots that are not a development lot.

EXECUTED by **MERITON PROPERTY MANAGEMENT PTY LTD ACN 002 298 464** in accordance section 127 of the Corporations Act 2001)

MERITON PROPERTY MANAGEMENT PTY. LIMITED A.C.N. 002 298 464 Seal

Signature of Authorised Person
Office held: SECRETARY
ROBYN McCULLY
Name of Authorised Person (please print)

Signature of Authorised Person
Office held: DIRECTOR
Peter Spira
Name of Authorised Person (please print)

REGISTERED 11.11.2014

s88b - emergency egress
- blgs J,K & N (12.9.14)

STAMP DUTY

OFFICE USE ONLY

000010 U

221

MORTGAGE

REAL PROPERTY ACT, 1900
(To be lodged in duplicate)

M | of | R
S

DESCRIPTION OF LAND	Torrens Title Reference	If Part Only, Delete Whole and Give Details	Location
	FOLIO IDENTIFIER 5/31270	WHOLE	PARISH Field of Mars COUNTY Cumberland

MORTGAGOR: BRUCE WILSON MORTON and HELEN TANYA MORTON

(the abovenamed MORTGAGOR) hereby acknowledges that at the Mortgagor's request certain advances and/or other facilities have been or are to be made available to the Mortgagor and/or the party or parties designated CUSTOMER in the Schedule hereto. The Mortgagor covenants with the undermentioned Mortgagee that the provisions set forth in the Schedule hereto shall be deemed to be incorporated herein. For the purpose of securing to the Mortgagee the payment of the moneys hereby secured, the Mortgagor Mortgages to the MORTGAGEE, the

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ON MS
OVER

MORTGAGEE: STATE BANK OF NEW SOUTH WALES LIMITED of WEST RYDE

all the Mortgagor's estate and interest in the land above described (which bank and land respectively are referred to in the said Schedule and the Memorandum mentioned in clause (a) (5) of the said schedule as the Mortgagee and the mortgaged premises) subject to the following PRIOR ENCUMBRANCES

PRIOR ENCUMBRANCES: 1. Nil 2. 3.

DATE: 25-7-91

We hereby certify this dealing to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the mortgagor who is personally known to me

EXECUTION

Peter Elliott Morton
Signature of Witness

PETER ELLIOTT MORTON
Name of Witness (BLOCK LETTERS)

18/20 Waratah St, Rockdale Bay - Manager ANZ
Address and occupation of Witness

Signature of Mortgagor
5/9/91

Signed in my presence for the mortgagee by who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

John S. Fordham
Solicitor for the Mortgagee

TO BE COMPLETED BY LODGING PARTY

LODGED BY
JOHN S. FORDHAM
Solicitor
12 Station Street, West Ryde 2114
D.X. 883, SYDNEY Tel: 858 1533

Ref 310H MORTON/STATE

LOCATION OF DOCUMENTS
CT | OTHER | Herewith
In L.T.O. with
Produced by

OFFICE USE ONLY

Checked	Passed	REGISTERED
Signed	Extra Fee	21 OCT 19

Secondary Directions
Delivery Directions

PLEASE NOTE: This dealing should be lodged by hand at the Land Titles Office.

SCHEDULE HEREINBEFORE REFERRED TO

FOR THE CONSIDERATION AFORESAID the Mortgagor doth hereby

(a) covenant and agree with the Mortgagee as follows:—

(1) The party or parties referred to in this Schedule and the Memorandum referred to in clause 5 herein as the Customer is or are —

Insert here name address & occupation of any third party (i.e. anyone other than the mortgagor) to whom loan may be made. If no such party, rule up space.

(2) This mortgage secures to the Mortgagee the payment of the moneys hereby secured as that term is defined in the Memorandum referred to in clause 5 herein.

(3) The Mortgagor will pay to the Mortgagee interest on the moneys hereby secured as that term is defined in the Memorandum referred to in clause 5 herein.

(4) The Mortgagor will pay to the Mortgagee the moneys hereby secured as that term is defined in the Memorandum referred to in clause 5 herein.

(5) The Mortgagor will observe the provisions which are deemed to be incorporated herein and which are set forth in the Memorandum filed in the Land Titles Office as Number X209233

(b) The Mortgagor irrevocably appoints the Mortgagee and also assigns of the Mortgagee severally to be the true and lawful Agent and Attorney of the Mortgagor with full power at any time hereafter at the cost and charge of the Mortgagor and either in the name of the Mortgagor or the Mortgagee to take all such steps and proceedings and to do and execute all such acts deeds and things which the Mortgagor is required to do under this mortgage and the memorandum referred to in clause (a) (5) above and for securing or defending or perfecting this mortgage and generally to do perform make and execute all such further and other acts matters things and payments which shall become necessary or be regarded by the said Attorney as necessary for more perfectly securing the payment of the moneys hereby secured as that term is defined in the Memorandum referred to in clause (a) (5) herein or as expedient in relation to the mortgaged premises as effectually as the Mortgagor could or might do the same And for all or any of the purposes aforesaid from time to time to appoint any substitute or substitutes and such substitute or substitutes at pleasure to remove.

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FIRST SCHEDULE DIRECTIONS

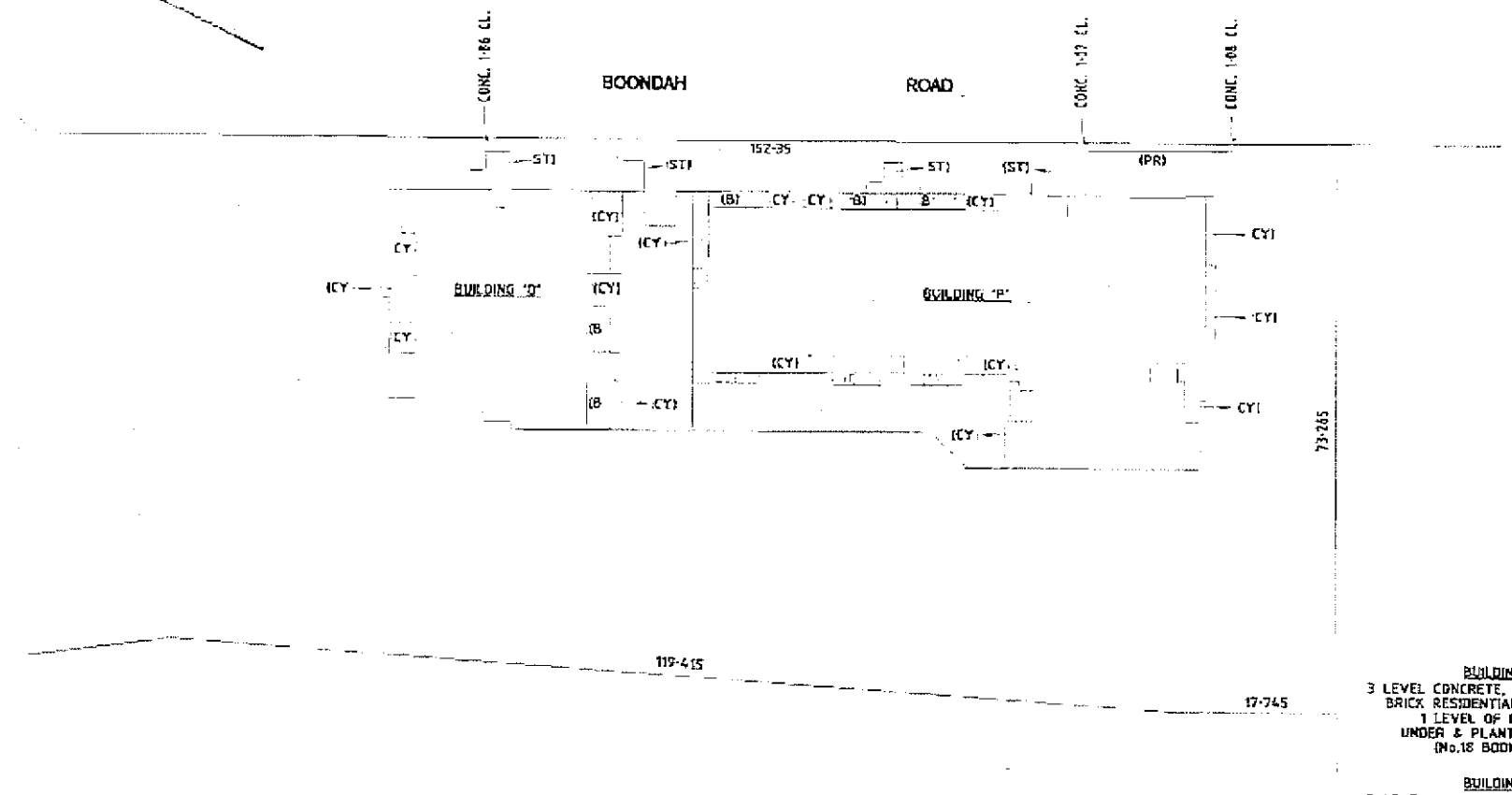
(A) FOLIO IDENTIFIER	(B) DIRECTION	(C) NAME

SECOND SCHEDULE & OTHER DIRECTIONS

(D) FOLIO IDENTIFIER (A) OR DEALING & FOLIO IDENTIFIER	(E) DIRECTION	(F) DEALING TYPE	(G) DEALING NUMBER	(H) DETAILS

BUILDING DETAIL

(GROUND LEVEL AND ABOVE)



BUILDING 'O'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 1 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER (No.18 BOONDAH ROAD)

BUILDING 'P'
3 LEVEL CONCRETE, BRICK & RENDERED BRICK RESIDENTIAL BUILDING WITH 2 LEVEL OF CARPARKING UNDER & PLANT AREAS OVER (No.16 BOONDAH ROAD)

(PR) DENOTES PEDESTRIAN RAMP
(ST) DENOTES STAIRS
(B) DENOTES BALCONY
(CY) DENOTES COURTYARD

Surveyor: Bradley Edward Glasson
Surveyor's Ref: 124787-Warriewood/Stg2-DP
Subdivision No: SC12005D
Lengths are in metres. Reduction Ratio 1:500

Registered 1.5.2014

SP89529 P (E)

Table 0 10 20 30 40 LPI REF: 2014M7600 (D19)

//Warriewood/18 Boondah Stg2/Final/DP