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Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	UPSTATE AGENT Suite 15, Level 1, 888 Pittwater Road, Dee Why NSW 2099 Att : Keelan Scott & Phil Feseha	Phone: 02 9073 7899 / 0431 448 778 Fax: Email: Hello@upstate.com.au
co-agent		
vendor	JUNG HAN CHO & MIN JUNG SEO 15 Magrath Street, Kellyville NSW 2155	
vendor's solicitor	ASTROBRIGHT CONVEYANCING Suite 2, 1017-1019 Victoria Road, West Ryde NSW 2114	Phone: 02 9809 3333 Fax: 02 9809 3399 Email: mimiastrobright@gmail.com Ref: Mi Mi Kwon / Ann Woo
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	BUILDING A805 /890 PITTWATER ROAD DEE WHY NSW 2099 LOT 124 STRATA PLAN 98358 FOLIO IDENTIFIER 124/SP98358	
	☐ 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 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	☐ air conditioning	☐ clothes line	☐ fixed floor coverings	☐ range hood
	☐ blinds	☐ curtains	☐ insect screens	☐ solar panels
	☐ built-in wardrobes	☐ dishwasher	☐ light fittings	☐ stove
	☐ ceiling fans	☐ EV charger	☐ pool equipment	☐ TV antenna
	☐ other:			

exclusions	
purchaser	
purchaser's solicitor	Phone: Fax: Email: Ref:
price	
deposit	(10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:_____

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

buyer's agent

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

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SIGNING PAGE

VENDOR	PURCHASER
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		PURCHASER (COMPANY)	
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond*** ☐ NO ☐ yes

Nominated *Electronic Lodgment Network* (*ELN*) (clause 4): PEXA

Manual transaction (clause 30) ☒ NO ☐ yes
(if yes, vendor must provide further details, including any applicable exception, in the space below):

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 details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – 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 number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact 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):

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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 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 occupation certificate
- ☐ 16 lease (with every relevant memorandum or variation)
- ☐ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☐ 22 form of requisitions
- ☐ 23 *clearance certificate*
- ☐ 24 land tax certificate

Home Building Act 1989

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

Swimming Pools Act 1992

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

Strata or community title (clause 23 of the contract)

- ☐ 33 property certificate for strata common property
- ☐ 34 plan creating strata common property
- ☐ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☐ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

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

GENESIS STRATA MANAGEMENT
Level 4 / 86 Liverpool St, Sydney NSW 2000
strata@genesisstrata.com.au
02 8011 1400

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CERTIFICATE UNDER SECTION 66W OF THE

CONVEYANCING ACT 1919

I, of

[solicitor, barrister or licensed conveyancer] Certify as follows:

(a) I am a currently admitted to practice in New South Wales.

(b) I am giving this Certificate in accordance with s.66W of the Conveyancing Act 1919 with reference to a contract for sale of property at
from ("the vendor") to
("the purchaser") in that there is no cooling off period in relation to that contract.

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

(d) I have explained to the Purchasers:

(i) The effect of the contract for the purchase of that property;

(ii) The nature of this certificate; and

(iii) The effect of giving this certificate to the Vendors, i.e. that there is no cooling off period in relation to the contract.

Dated:

.....

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

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

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

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

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

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

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Cooling off period (purchaser's rights)

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

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

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

4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.

5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

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

AUCTIONS

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

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WARNINGS

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

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

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

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

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

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

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

6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.

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

8. The purchaser should arrange insurance as appropriate.

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

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

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

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

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

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

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

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
conveyancing rules	the rules made under s12E of the Real Property Act 1900;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
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);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (12.5% as at 1 July 2017);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition – General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
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;
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
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;*
populate	to complete data fields in the *Electronic Workspace*;

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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;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

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

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

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

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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 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded.*
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

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

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

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

4.13.2 the vendor is taken to have no legal or equitable interest in the *property.*

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

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

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

the *party* entitled to them.

5 Requisitions

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

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

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

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

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

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

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

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

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

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

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

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

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

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

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

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

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

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

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

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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.

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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 vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

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14 Adjustments

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

14.2 The *parties* must make any necessary adjustment on completion, and –

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

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

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

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

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 The *parties* must not adjust any first home buyer choice property tax.

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

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

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

15 Date for completion

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

16 Completion

• Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

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

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

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

• Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

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

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

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

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

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

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

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

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

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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 4.8 or clause 30.4);

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

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

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

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

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

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

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

23 Strata or community title
• Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development or management contract or statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
• Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

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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 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.

23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.

23.12 The vendor can complete and send the interest notice as agent for the purchaser.

23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.

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

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

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

• Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 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.

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

25 Qualified title, limited title and old system title

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

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

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

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 transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

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

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

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

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

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

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26 Crown purchase money

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

27 Consent to transfer

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

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

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

30 Manual transaction

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

• Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.

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

30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.

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

• Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract - that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.

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

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

• Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.

30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).

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

30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.

31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.

31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

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32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

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NOTICE

AUCTION CONDITIONS

In addition to any other conditions which may apply to the sale of the subject property by way of auction, the Vendor reserves the right in its absolute discretion to agree, at the request of a prospective bidder prior to the auction, to any variations to the provisions of the within contract as the Vendor sees fit, notwithstanding that such variations may only apply to that prospective bidder.

CONDITIONS OF SALE BY AUCTION

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 or livestock:

(a) The principal's reserve price must be given in writing to the auctioneer before the auction commences.

(b) A bid for the seller 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 any 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 seller.

(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 to sign the agreement (if any) for sale.

(2) The following conditions, in addition to those prescribed by subclause (1), are 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) Subject to subclause (2A), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person.

(c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

(2A) The following conditions, in addition to those prescribed by subclauses (1) and (2), are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:

(a) More than one vendor bid may be made to purchase the interest of a co-owner.

(b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity.

(c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller.

(d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

(3) The following condition, in addition to those prescribed by subclause (1), is prescribed as applicable to and in respect of the sale by auction of livestock:

The purchaser of livestock must pay the stock and station agent who conducted the auction (or under whose immediate and direct supervision the auction was conducted) or the vendor the full amount of the purchase price:

(a) if that amount can reasonably be determined immediately after the fall of the hammer – before the close of the next business day following the auction, or

(b) if that amount cannot reasonably be determined immediately after the fall of the hammer – before the close of the next business day following determination of that amount,

unless some other time for payment is specified in a written agreement between the purchaser and the agent or the purchaser and the vendor made before the fall of the hammer.

ADDITIONAL CONDITIONS OF SALE

1. Amendments to printed clauses:

   a) Clause 7.1.1 of this contract is amended by substituting "5%" with "1%.
   b) Clause 8.2.2 of this contract is deleted.
   ~~c) Clause 14.4.2 of this contract is amended by deleting in entirely and replaced it with " By adjusting the amount equals to the amount of land tax paid or payable by the vendor for the property without regard to any discount or threshold that may apply in calculating the land tax".~~
   d) Clause 23.6.1 of this contract is deleted and replaced with "The vendor is liable for it if it was determined on or before the contract date, but if it is payable by instalments, only the instalment/s payable prior to the contract date and the purchaser will be liable for the instalment/s payable on or after the contract date."
   e) Clause 23.13 of this contract is deleted and replaced with "The vendor authorises the purchaser to apply for a certificate under section 184 of the Strata Schemes management Act 1996 or section 26 of the Community Land Management Act 1989 in relation to the lot, the schemes or any other schemes".
   f) Clause 23.14 of this contract is deleted.
   g) Clause 23.17 of this contract is deleted.
   h) Clause 23.7 of this contract is deleted.

2. The purchaser acknowledges and agrees that the terms and conditions set out in this contract contain the entire agreement as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or sales or other brochures produced or statements or sales exhibition plans, pictures, models or other material displayed before/e the execution of this contract.

3. It is expressly agreed between the parties hereto that in circumstances justifying the issue of a Notice to Complete fourteen (14) days shall be deemed to be reasonable and sufficient notice for that purpose.

4. Should a Notice to Complete be issued through no fault of the Vendor, the purchaser shall be liable to pay the vendor the sum of $550.00 including GST for costs associated with the preparation and service of the Notice to Complete.

5. If at any time prior to completion the vendor or purchaser (or any of them) dies or becomes mentally ill or being a company is wound up or goes into voluntary liquidation or if a mortgagee of the property goes into possession then either party may at any time thereafter rescind this contract.

6. If the Purchaser cancels settlement after appropriate arrangements have been made, the Purchaser will allow to the Vendor's Representative $330.00 on settlement, for each cancellation.

7. If the purchaser requests an extension to the cooling off period and such extension is agreed by the vendor, the purchaser shall on the earlier of completion, rescission or termination pay to the vendor an amount of $150.00 (plus GST) as re-imbursement of the vendor's additional conveyancing expenses.

8. Payment of deposit by bond:-

8.1 Instead of paying the deposit under clause 2.1, the purchaser may secure payment of the deposit by delivering a deposit guarantee bond or bank guarantee ("Bond") in a form acceptable to the vendor, to the vendor on or before the date of this contract and in that case clauses 3.2, 3.3, 3.4 and 3.5 shall apply.

8.2 On completion the purchaser must pay to the vendor by unendorsed bank cheque the amount of deposit.

8.3 If the vendor gives the purchaser notice in writing claiming forfeit of the deposit under this contract, then the purchaser must pay to the vendor within four clear business days of receiving that notice the amount of the deposit.

8.4 If the such bond has an expiry date which occurs before the completion date, the purchaser must at least 21 days before that expiry date replace the Bond with either bank cheque in favour of the vendor's agent or vendor's solicitor for the deposit or a replacement Deposit Bond which has an expiry date occurring after the completion date.

9. Normally the purchaser acknowledges that:-

9.1 The property is sold in its present condition and state of repair and with all defects, if any, whether latent or patent including any holes or marks as a result of the removal by the vendors of picture frame, painting, hanging mirrors, television brackets, dryer brackets,

9.2 The purchaser shall not be entitled to make any requisitions, objections or claims for compensation in respect of the condition of the property.

9.3 The purchaser represents and warrants that before entering into this contract, the purchaser has inspected the property and agrees to purchase the property on an 'as is, where is'.

9.4 Notwithstanding anything hereinbefore contained, the purchaser shall take title subject to the existing (or lack of) water, sewerage, drainage, gas electricity and other installations and services and shall not make any objection thereto or make any requisition or claim for any compensation in respect thereof.

~~10. If this contract provides for the deposit to be invested the parties agree to provide their Tax File Numbers to the deposit holder forthwith.~~

~~11. The purchaser agrees to release to the vendor the whole or part of the deposit provided that it is used for the following purposes:~~

~~11.1 Deposit on the purchase of another property;~~
~~11.2 Payment of stamp duty on the purchase of another property~~
~~11.3 Payment of part of the settlement moneys required by the vendor to complete settlement on the purchase of another property~~

~~No further authorisation or consent will be required from the purchaser other than as contained in this contract.~~

12. Should completion not take place on or before the completion date set-forth herein through no fault of the vendor then the purchaser shall pay interest on the balance of the purchase money at the rate of 10% per annum until completion or valid rescission of this contract from the date of completion set-forth herein.

13. The purchaser warrants that he was not introduced to the vendors or to the property by any agent or employee of any agent other than the agent named as such in this contract. In the event that the vendors are found liable for the payment of an agent's commission arising from a breach of this warranty (other than payment to the agent named herein) the purchaser shall and does hereby indemnify the vendors in respect of the payment of such commission and also for the payment of any costs or expenses involved in defending any claims for such commission. This clause shall not merge upon completion.

14. If the purchaser is a company, it is an essential provision of this contract that the director(s) of such company namely and ("the guarantor(s)") jointly and severally guarantee to the vendor the due and punctual performance and observance by the purchaser of its obligations under this contract and liabilities, costs and expenses accruing to the vendor resulting or arising from any of the obligations on its part to be performed or observed.

15. The purchaser warrants that he has fully complied with the provisions of the Foreign Takeover Act 1975, as amended(Cth) as regards the purchase of this property at the date hereof. In the event of a breach of this warranty, the purchaser will indemnify the vendors against any penalties, fined, legal costs, claims, loss or damage suffered thereby. This clause shall not merge upon completion.

16. The Vendor declares and the Purchaser agrees to make no claim, requisition, demand or to seek to rescind this contract on the basis of the date of issue of the section 10.7(2) certificate, and in particular with regard to the contents therein regarding whether complying development can be carried out on the land.

17. The purchaser must provide the settlement adjustment sheet and all required authority certificates to the vendor's conveyancer at least two (2) clear business days before completion or the purchaser will allow the vendor in the sum of $150.00 plus GST as a genuine pre-estimate of the additional legal expenses of preparing payment direction at short notice.

18. The parties agree to adjust all usual outgoings and all amounts under the contract on completion, however if any amount is incorrectly calculated, overlooked or an error has been made in such calculations the parties agree to correct such error and to reimburse each other accordingly after completion.

~~19. For the avoidance of doubt, land tax is payable and to be adjusted at 1.6% of the actual taxable value with respect to the property as shown on the vendor's assessment notice.~~

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

21. The vendor discloses and the purchaser acknowledges that the current tenant referred to in this contract may vacate the property prior to the expiration of the lease or prior to completion. The purchaser shall accept the property either as vacant possession should the tenant vacate the property or with occupation by the current tenant or another tenant under a fresh lease prior to completion.

    The vendor does not warrant that the rental for the property at the time of the completion shall be the same as at the date of this contract.

    The purchaser shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this contract in respect of or arising from the tenancy and the amount of rent referred to in this contract.

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property: Unit
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
   (a) What are the nature and provisions of any tenancy or occupancy?
   (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
   (c) Please specify any existing breaches.
   (d) All rent should be paid up to or beyond the date of completion.
   (e) Please provide details of any bond together with the Rental Bond Board's reference number.
   (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Parts 2, 3, 4 or 5 of the *Landlord and Tenant (Amendment) Act 1948 (NSW)*)? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010 (NSW)*:
   (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
   (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015 (NSW) (Act)*.
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Properties Securities Act 2009 (Cth)*? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
   (a) to what year has a return been made?
   (b) what is the taxable value of the Property for land tax purposes for the current year?
13. The vendor must serve on the purchaser a current land tax certificate (issued under Section 47 of the *Land Tax Management Act 1956 (NSW)*) at least 14 days before completion.

Survey and building

14. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
   (a) Have the provisions of the *Local Government Act (NSW)*, the *Environmental Planning and Assessment Act 1979 (NSW)* and their regulations been complied with?
   (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
   (c) Has the vendor a Building Information Certificate of a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

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(d) Has the vendor a Final Occupation Certificate (as referred to in the former s109C of the Environmental Planning and Assessment Act) or an Occupation Certificate as referred to in s6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.

(e) In respect of any residential building work carried out in the last 7 years:
  (i) please identify the building work carried out;
  (ii) when was the building work completed?
  (iii) please state the builder's name and licence number;
  (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989 (NSW)*.

(f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.

(g) Has any work been carried out by the vendor on the Property or the common property? If so:
  (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
  (ii) does the vendor have any continuing obligations in relation to the common property affected?

17. Is the vendor aware of any proposals to:
  (a) resume the whole or any part of the Property or the common property?
  (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
  (c) deal with, acquire, transfer, lease or dedicate any of the common property?
  (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
  (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
  (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
  (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?

18.
  (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
  (b) Is there any planning agreement or other arrangement referred to in s7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property or the common property?. If so please provide details and indicate if there are any proposals for amendment or revocation?

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

20.
  (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
  (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991 (NSW)* or the *Encroachment of Buildings Act 1922 (NSW)* affecting the strata scheme?

Affectations, notices and claims

21. In respect of the Property and the common property:
  (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
  (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
  (c) Is the vendor aware of:
    (i) any road, drain, sewer or storm water channel which intersects or runs through them?
    (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
    (iii) any latent defects in them?
  (d) Has the vendor any notice or knowledge of them being affected by the following:
    (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
    (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
    (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
    (iv) any realignment or proposed realignment of any road adjoining them?

(v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?

22.

(a) If a licence benefits the Property please provide a copy and indicate:
  (i) whether there are any existing breaches by any party to it;
  (ii) whether there are any matters in dispute; and
  (ii) whether the licensor holds any deposit, bond or guarantee.

(b) In relation to such licence:
  (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
  (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.

24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.

25. Are there any:
(a) orders of the Tribunal;
(b) notices of or investigations by the Owners Corporation;
(c) notices or orders issued by any Court; or
(d) notices or orders issued by the Council or any public authority or water authority,
affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.

26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.

27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?

28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
(a) a collective sale of the strata scheme; or
(b) a redevelopment of the strata scheme (including a strata renewal proposal)?
If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?

30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?

31. If the Property includes a utility lot, please specify the restrictions.

32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?

33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
(a) who has been appointed to each role;
(b) when does the term or each appointment expire; and
(c) what functions have been delegated to the strata managing agent and/or the building manager.

34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.

35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.

36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.

37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015 (NSW)*? If so, are there any proposals to amend the registered building management statement?

38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.

39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term licences and/or holiday lettings?

41. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.

42 Has the Owners Corporation met all of its obligations under the Act relating to:
(a) insurances;
(b) fire safety;
(c) occupational health and safety;
(d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989 (NSW)*;

(e) the preparation and review of the 10 year plan for the capital works fund; and

(f) repair and maintenance.

43. Is the secretary of the Owners Corporation in receipt of a building bond for any building work on a building that is part of the Property or the common property?

44. Has an internal dispute resolution process been established? If so, what are its terms?

45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

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

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* should be served on the purchaser at least 7 days prior to completion.

48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.

49. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.

50. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.

51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

52. The purchaser reserves the right to make further requisitions prior to completion.

53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 124/SP98358

SEARCH DATE	TIME	EDITION NO	DATE
20/1/2025	2:52 PM	2	14/2/2019

LAND

LOT 124 IN STRATA PLAN 98358
AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES

FIRST SCHEDULE

MIN JUNG SEO
JUNG HAN CHO
AS JOINT TENANTS (T AP63367)

SECOND SCHEDULE (2 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP98140
2 AP63368 MORTGAGE TO AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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LAND REGISTRY SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98140

SEARCH DATE	TIME	EDITION NO	DATE
20/1/2025	2:54 PM	5	2/6/2020

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 98140
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT DEE WHY
LOCAL GOVERNMENT AREA NORTHERN BEACHES
PARISH OF MANLY COVE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP98140

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 98140
ADDRESS FOR SERVICE OF DOCUMENTS:
17 HOWARD AVENUE
DEE WHY
NSW 2099

SECOND SCHEDULE (78 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1241568
3 THIS STRATA SCHEME IS PART OF A STAGED DEVELOPMENT, IS SUBJECT TO A STRATA DEVELOPMENT CONTRACT AND INCLUDES DEVELOPMENT LOT(S) 226 SP99040 THE DEVELOPMENT SCHEME IS NOW CONCLUDED
4 ATTENTION IS DIRECTED TO THE BUILDING MANAGEMENT STATEMENT FILED WITH DP1241568
THE BUILDING MANAGEMENT STATEMENT IS TAKEN TO BE THE STRATA MANAGEMENT STATEMENT S.108 STRATA SCHEMES DEVELOPMENT ACT 2015
5 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 106 STRATA SCHEMES DEVELOPMENT ACT 2015
6 K607819 EASEMENT FOR SUPPORT 0.15 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
7 DP1178758 EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH APPURTENANT TO THE PART(S) SHOWN SO BENEFITED IN DP1241568
8 DP1178762 EASEMENT FOR OVERHANG VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
9 DP1243529 EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED

END OF PAGE 1 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98140 PAGE 2

SECOND SCHEDULE (78 NOTIFICATIONS) (CONTINUED)

		(1) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
10	DP1243529	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (2) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
11	DP1243529	EASEMENT FOR ELECTRICITY AND OTHER PURPOSES VARIABLE WIDTH (LIMITED IN STRATUM) REFERRED TO AND NUMBERED (3) IN THE S.88B INSTRUMENT AFFECTING THE PART SHOWN SO BURDENED IN THE TITLE DIAGRAM
12	AN583950	POSITIVE COVENANT
13	AN583951	POSITIVE COVENANT
14	AN583952	POSITIVE COVENANT
15	AN583953	POSITIVE COVENANT
16	AN583954	POSITIVE COVENANT
17	AN583955	RESTRICTION(S) ON THE USE OF LAND
18	AN592033	RESTRICTION(S) ON THE USE OF LAND
19	AN535637	LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION PREMISES NO 77382 SHOWN (P) IN PLAN WITH AN535637. EXPIRES: 22/11/2067. OPTION OF RENEWAL: 25 YEARS.
20	AN535638	LEASE TO ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION OF SUBSTATION PREMISES NO 77385 SHOWN (P) IN PLAN WITH AN535638. EXPIRES: 16/5/2068. OPTION OF RENEWAL: 25 YEARS.
21	DP1241568	EASEMENT FOR ACCESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
22	DP1241568	EASEMENT FOR ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED
23	DP1241568	EASEMENT FOR EMERGENCY EGRESS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
24	DP1241568	EASEMENT FOR EMERGENCY EGRESS APPURTENANT TO THE LAND ABOVE DESCRIBED
25	DP1241568	EASEMENT FOR SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
26	DP1241568	EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
27	DP1241568	EASEMENT FOR FIRE SERVICES AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
28	DP1241568	EASEMENT FOR FIRE SERVICES APPURTENANT TO THE LAND

ABOVE DESCRIBED
29 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 STORMWATER PUMP OUT PITS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
30 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER TANK AFFECTING THE WHOLE OF THE LAND ABOVE

END OF PAGE 2 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98140 PAGE 3

SECOND SCHEDULE (78 NOTIFICATIONS) (CONTINUED)

DESCRIBED
31 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 DIESEL BOOSTER PUMP ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
32 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EASTERN CARPARK SUPPLY AIR PLANT ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
33 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 WESTERN CARPARK SUPPLY AIR PLANT ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
34 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 EMERGENCY DIESEL GENERATORS FOR THE PARKING LEVEL 3 STORMWATER PUMP OUT PITS APPURTENANT TO THE LAND ABOVE DESCRIBED
35 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 WESTERN CARPARK SUPPLY AIR PLANT ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
36 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 FIRE STAIR 'D1' STAIR PRESSURISATION PLANT ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED
37 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 FIRE STAIR 'B2-1' STAIR PRESSURISATION PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
38 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 CARPARK EXHAUST FAN APPURTENANT TO THE LAND ABOVE DESCRIBED
39 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 CARPARK EXHAUST PLANT ROOMS APPURTENANT TO THE LAND ABOVE DESCRIBED
40 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 RESIDENTIAL BUILDINGS 'B' AND 'C' AND EASTERN

COMMERCIAL MAIN SWITCH BOARD ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

41 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 HYDRANT TANK APPURTENANT TO THE LAND ABOVE DESCRIBED

42 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 HYDRANT PUMP ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

43 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 EASTERN CARPARK SUPPLY PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

44 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 END OF TRIP PUMP ROOM AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

45 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 OSD TANK APPURTENANT TO THE LAND ABOVE DESCRIBED

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FOLIO: CP/SP98140 PAGE 4

SECOND SCHEDULE (78 NOTIFICATIONS) (CONTINUED)

46 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'C2' STAIR PRESSURISATION PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

47 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'B1' STAIR PRESSURISATION PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

48 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'C1' STAIR PRESSURISATION PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

49 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'A3' STAIR PRESSURISATION PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

50 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'A2' STAIR PRESSURISATION PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

51 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'C3-1' STAIR PRESSURISATION PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

52 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RESIDENTIAL BUILDINGS 'A' AND 'D' AND WESTERN COMMERCIAL MAIN SWITCH BOARD ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

53 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
54 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN CARPARK SUPPLY AIR PLANT ROOMS APPURTENANT TO THE LAND ABOVE DESCRIBED
55 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN CARPARK SUPPLY AIR PLANT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
56 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 CARPARK ENTRY DVR/MANAGEMENT ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
57 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN CARPARK EXHAUST ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
58 DP1241568 EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN CARPARK EXHAUST ROOMS APPURTENANT TO THE LAND ABOVE DESCRIBED
59 DP1241568 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL WESTERN LOADING DOCK APPURTENANT TO THE LAND ABOVE DESCRIBED
60 DP1241568 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL EASTERN LOADING DOCK APPURTENANT TO THE LAND ABOVE DESCRIBED
61 DP1241568 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98140 PAGE 5

SECOND SCHEDULE (78 NOTIFICATIONS) (CONTINUED)

MASTER GAS REGULATOR ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
62 DP1241568 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL WESTERN SPRINKLER ALARM VALVE ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
63 DP1241568 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL EASTERN SPRINKLER ALARM VALVE ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
64 DP1241568 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL SPRINKLER ELECTRICAL PUMP ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED
65 DP1241568 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL FIRE CONTROL ROOM APPURTENANT TO THE LAND ABOVE DESCRIBED

66 DP1241568 EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL GARBAGE BIN ACCESS LIFT 'C3-1' APPURTENANT TO THE LAND ABOVE DESCRIBED

67 DP1241568 EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL PLAZA APPURTENANT TO THE LAND ABOVE DESCRIBED

68 DP1241568 EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'C' ROOF PLANT AREA AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

69 DP1241568 EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'D' ROOF PLANT AREA AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

70 DP1241568 EASEMENT FOR CONSTRUCTION ACCESS AND CONSTRUCTION WORKS AFFECTING THE WHOLE OF THE LAND ABOVE DESCRIBED

71 DP1241568 EASEMENT FOR CONSTRUCTION ACCESS AND CONSTRUCTION WORKS APPURTENANT TO THE LAND ABOVE DESCRIBED

72 DP1241568 EASEMENT FOR ACCESS AND USE OF THE EASTERN LOADING DOCK PLATFORM LIFT APPURTENANT TO THE LAND ABOVE DESCRIBED

73 DP1241568 EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL LOBBY 'A1' PORTAL ENTRY AWNING APPURTENANT TO THE LAND ABOVE DESCRIBED

74 DP1241568 EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL LOBBY 'B' PORTAL ENTRY AWNING APPURTENANT TO THE LAND ABOVE DESCRIBED

75 AN694989 PLANNING AGREEMENT PURSUANT TO SECTION 7.6 ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979
AN694990 VARIATION OF PLANNING AGREEMENT
AN694991 VARIATION OF PLANNING AGREEMENT

76 SP98140 EASEMENT FOR SLIDING GATE EQUIPMENT 0.15 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED

77 AQ140563 INITIAL PERIOD EXPIRED

78 AQ140563 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 5 - CONTINUED OVER

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98140 PAGE 6

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000)

STRATA PLAN 98140

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1	58	2	60	3	64	4	64
5	64	6	59	7	52	8	60

9 - 62	10 - 59	11 - 51	12 - 64
13 - 36	14 - 56	15 - 53	16 - 52
17 - 46	18 - 51	19 - 69	20 - 56
21 - 51	22 - 65	23 - 38	24 - 53
25 - SP98358			

STRATA PLAN 98358

LOT ENT	LOT ENT	LOT ENT	LOT ENT
26 - 45	27 - 34	28 - 35	29 - 35
30 - 47	31 - 55	32 - 61	33 - 66
34 - 34	35 - 34	36 - 37	37 - 50
38 - 50	39 - 52	40 - 49	41 - 66
42 - 45	43 - 35	44 - 35	45 - 35
46 - 34	47 - 55	48 - 46	49 - 54
50 - 62	51 - 66	52 - 38	53 - 50
54 - 50	55 - 52	56 - 49	57 - 62
58 - 46	59 - 35	60 - 35	61 - 35
62 - 35	63 - 55	64 - 46	65 - 54
66 - 62	67 - 69	68 - 38	69 - 38
70 - 54	71 - 42	72 - 59	73 - 48
74 - 46	75 - 35	76 - 35	77 - 35
78 - 35	79 - 55	80 - 46	81 - 54
82 - 63	83 - 68	84 - 38	85 - 38
86 - 51	87 - 40	88 - 57	89 - 67
90 - 49	91 - 51	92 - 36	93 - 36
94 - 50	95 - 53	96 - 47	97 - 55
98 - 65	99 - 69	100 - 39	101 - 39
102 - 51	103 - 42	104 - 59	105 - 56
106 - 49	107 - 50	108 - 36	109 - 36
110 - 48	111 - 50	112 - 47	113 - 55
114 - 68	115 - 72	116 - 40	117 - 40
118 - 54	119 - 74	120 - 50	121 - 50
122 - 36	123 - 36	124 - 48	125 - 65
126 - 79	127 - 67	128 - 84	129 - 67
130 - 67	131 - 83	132 - 84	133 - 85
134 - 67	135 - 67	136 - 84	137 - 85
138 - 85	139 - 68	140 - 68	141 - 84
142 - 85	143 - 86	144 - 68	145 - 68
146 - 85	147 - 86	148 - 86	149 - 69
150 - 69	151 - 85	152 - 86	153 - 87
154 - 69	155 - 69	156 - 86	157 - 87
158 - 87	159 - 72	160 - 69	161 - 86

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000) (CONTINUED)

STRATA PLAN 98358

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
162	87	163	133	164	103	165	SP98729

STRATA PLAN 98729

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
166	52	167	53	168	50	169	62
170	64	171	64	172	64	173	64
174	64	175	64	176	64	177	59
178	50	179	50	180	37	181	52
182	68	183	37	184	50	185	51
186	47	187	51	188	51	189	51
190	51	191	51	192	64	193	60
194	50	195	50	196	36	197	49
198	69	199	36	200	58	201	56
202	73	203	52	204	53	205	53
206	56	207	36	208	52	209	37
210	49	211	49	212	37	213	82
214	38	215	55	216	56	217	76
218	67	219	56	220	55	221	72
222	72	223	64	224	72	225	67
226	SP99040						

STRATA PLAN 99040

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
227	39	228	50	229	51	230	38
231	38	232	38	233	50	234	63
235	63	236	63	237	64	238	64
239	50	240	72	241	53	242	49
243	54	244	38	245	42	246	39
247	51	248	52	249	38	250	38
251	38	252	51	253	64	254	66
255	45	256	51	257	47	258	51
259	38	260	49	261	81	262	83
263	42	264	87	265	41	266	60
267	62	268	60	269	68	270	42
271	42	272	42	273	46	274	39
275	59	276	58	277	56	278	59
279	39	280	60	281	62	282	60
283	59	284	39	285	39	286	39
287	43	288	40	289	59	290	58
291	56	292	59	293	60	294	61
295	62	296	50	297	59	298	40
299	39	300	39	301	42	302	40
303	60	304	58	305	57	306	60
307	61	308	63	309	60	310	51

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NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP98140 PAGE 8

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 20000) (CONTINUED)

STRATA PLAN 99040

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
311	40	312	40	313	40	314	43
315	67	316	69	317	65	318	70
319	51	320	68	321	72	322	68
323	74	324	52	325	69	326	71
327	67	328	75	329	53	330	70
331	72	332	70	333	76	334	54
335	71	336	73	337	72	338	77
339	55	340	72	341	74	342	73
343	78	344	56	345	73	346	75
347	74	348	79	349	57	350	74
351	74	352	74	353	91	354	96
355	2						

NOTATIONS

O518414 NOTE: PLAN OF PROPOSED ROAD WIDENING SEE DP625802

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

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northern beaches council

Northern Beaches Council Planning Certificate – Part 2

Applicant: Mi Mi Kwon
Suite 2 1017-1019 Victoria Road
WEST RYDE NSW 2114

Reference: 24-0108 SEO & CHO
Date: 20/01/2025
Certificate No. ePLC2025/00388

Address of Property: Building A 805/890 Pittwater Road DEE WHY NSW 2099
Description of Property: Lot 124 SP 98358

Planning Certificate – Part 2

The following certificate is issued under the provisions of Section 10.7(2) of the *Environmental Planning and Assessment Act 1979* (as amended – formerly Section 149). The information applicable to the land is accurate as at the above date.

1. Relevant planning instruments and Development Control Plans

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land:

(a) Local Environmental Plan

Warringah Local Environmental Plan 2011

(b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Precincts – Eastern Harbour City) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022
State Environmental Planning Policy (Transport and Infrastructure) 2021

(c) Development Control Plans

Warringah Development Control Plan 2011

(2) Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument and draft development control plan, which is or has been subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

(a) Draft Local Environmental Plans

(b) Draft State Environmental Planning Policies

Draft State Environmental Planning Policy (Cultural)

(c) Draft Development Control Plans

2. Zoning and land use under relevant planning instruments

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described—

(1) Zoning and land use under relevant Local Environmental Plans

(a), (b)

The following information identifies the purposes for which development may be carried out with or without development consent and the purposes for which the carrying out of development is prohibited, for all zones (however described) affecting the land to which the relevant Local Environmental Plan applies.

EXTRACT FROM WARRINGAH LOCAL ENVIRONMENTAL PLAN 2011

Zone MU1 Mixed Use

1 Objectives of zone

• To encourage a diversity of business, retail, office and light industrial land uses that generate employment opportunities.

• To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.

• To minimise conflict between land uses within this zone and land uses within adjoining zones.

• To encourage business, retail, community and other non-residential land uses on the ground floor of buildings.

• To provide an active day and evening economy encouraging, where appropriate, weekend and night-time economy functions.

2 Permitted without consent

Home-based child care; Home businesses; Home occupations

3 Permitted with consent

Amusement centres; Boarding houses; Car parks; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Information and education facilities; Light industries; Local distribution premises; Medical centres; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Tourist and visitor accommodation; Vehicle repair stations; Waste or resource transfer stations; Water reticulation systems; Any other development not specified in item 2 or 4

4 Prohibited

Advertising structures; Agriculture; Air transport facilities; Airstrips; Animal boarding or training establishments; Boat building and repair facilities; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industrial training facilities; Industries; Jetties; Marinas; Mooring pens; Moorings; Mortuaries; Open cut mining; Port facilities; Recreation facilities (major); Recreation facilities (outdoor); Research stations; Residential accommodation; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste or resource management facilities; Water recreation structures; Water supply systems; Wharf or boating facilities; Wholesale supplies

(c) Additional permitted uses

Additional permitted uses, if any, for which development is permissible with development consent pursuant to Clause 2.5 and Schedule 1 of the relevant Local Environmental Plan:

Nil

(d) Minimum land dimensions

The *Warringah Local Environmental Plan 2011* contains no development standard that fixes minimum land dimensions for the erection of a dwelling house on the land.

(e) Outstanding biodiversity value

The land is not in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*

(f) Conservation areas

The land is not in a heritage conservation area.

(g) Item of environmental heritage

The land does not contain an item of environmental heritage.

(2) Zoning and land use under draft Local Environmental Plans

For any proposed changes to zoning and land use, see Part 1.2 (a)
Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

3. Contribution plans

(1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans.

Dee Why Town Centre Contributions Plan - in force 13 July 2019
This Plan was approved to fund the delivery of local infrastructure to support growth in the Dee Why Town Centre.

(2) If the land is in a region within the meaning of the Act, Division 7.1, Subdivision 4 - the name of the region, and the name of the Ministerial planning order in which the region is identified.

Housing and Productivity Contribution
The subject land is within the Greater Sydney region to which the Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2024 applies.

(3) If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area.

Nil

4. Complying Development

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

Part 3 Housing Code

Complying Development under the Housing Code may be carried out on all of the land.

Part 3A Rural Housing Code

Complying Development under the Rural Housing Code may be carried out on all of the land.

Part 3B Low Rise Housing Diversity Code

Complying Development under the Low Rise Housing Diversity Code may be carried out on all of the land.

Note: *Dual occupancies cannot be carried out as complying development in the R2 - Low Density Residential Zone in certain circumstances. See Clause 1.19 (3B) in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008.*

Part 3C Greenfield Housing Code

Complying Development under the Greenfield Housing Code may not be carried out on all of the land.

Part 3D Inland Code

Complying Development under the Inland Code does not apply to the land.

Note: Pursuant to clause 3D.1 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, the Inland Code only applies to 'inland local government areas'. Northern Beaches local government area is not defined as an 'inland local government area' by *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

Part 4 Housing Alterations Code

Complying Development under the Housing Alterations Code may be carried out on all of the land.

Part 4A General Development Code

Complying Development under the General Development Code may be carried out on all of the land.

Part 5 Industrial and Business Alterations Code

Complying Development under the Industrial and Business Alterations Code may be carried out on all of the land.

Part 5A Industrial and Business Buildings Code

Complying Development under the Industrial and Business Buildings Code may be carried out on all of the land.

Part 5B Container Recycling Facilities Code

Complying Development under the Container Recycling Facilities Code may be carried out on all of the land.

Part 6 Subdivisions Code

Complying Development under the Subdivisions Code may be carried out on all of the land.

Part 7 Demolition Code

Complying Development under the Demolition Code may be carried out on all of the land.

Part 8 Fire Safety Code

Complying Development under the Fire Safety Code may be carried out on all of the land.

Part 9 Agritourism and Farm Stay Accommodation Code

Complying Development under the Agritourism and Farm Stay Accommodation Code may be carried out on all of the land.

(4) Complying Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No complying codes are varied under this clause in relation to the land.

5. Exempt Development

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

Part 2 Exempt Development Codes

Exempt Development under the Exempt Development Codes may be carried out on all of the land.

(4) Exempt Development Codes varied under Clause 1.12 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*

No exempt development codes are varied under this clause in relation to the land.

6. Affected building notices and building product rectification orders

(a) There is not an affected building notice of which the council is aware that is in force in respect of the land.

(b) There is not a building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

(c) There is not a notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

In this section—

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

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

7. Land reserved for acquisition

Environmental planning instrument referred to in Clause 1 does not make provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

8. Road widening and road realignment

(a) The land is not affected by a road widening or re-alignment proposal under Division 2 of Part 3 of the *Roads Act 1993.*

(b) The land is not affected by a road widening or re-alignment proposal under an environmental planning instrument.

(c) The land is not affected by a road widening or re-alignment proposal under a resolution of Council.

9. Flood related development controls

(1) The land is within the flood planning area and subject to flood related development controls.

(2) The land or part of the land is not between the flood planning area and the probable maximum flood and subject to flood related development controls.

In this section—

flood planning area has the same meaning as in the Flood Risk Management Manual.

Flood Risk Management Manual means the Flood Risk Management Manual, ISBN 978-1-923076-17-4, published by the NSW Government in June 2023.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

10. Council and other public authority policies on hazard risk restriction

(a) Council has adopted policies that restrict the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding (for flooding – see 9). The identified hazard or risk, if any, are listed below:

Nil

(b) The following information applies to any policy as adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in a planning certificate issued by the Council. The identified hazard or risk and the respective Policy which affect the property, if any, are listed below:

Nil

11. Bush fire prone land

The land is not bush fire prone land.

12. Loose-fill asbestos insulation

The residential dwelling erected on this land has not been identified in the Loose-Fill Asbestos Insulation Register as containing loose-fill asbestos ceiling insulation.

This clause applies to residential premises (within the meaning of Division 1A of part 8 of the Home Building Act 1989) that are listed in the register that is required to be maintained under that Division.

Contact NSW Fair Trading for more information.

13. Mine Subsidence

The land is not declared to be a mine Subsidence (Mine Subsidence) district within the meaning of section 15 of the *Mine Subsidence (Mine Subsidence) Compensation Act, 1961.*

14. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 10 of the *Environmental Planning and Assessment Regulation 2021* and Schedule 7 of the *Environmental Planning & Assessment Act 1997 No 203.*

15. Property vegetation plans

The Council has not been notified that the land is land to which a vegetation plan under the *Native Vegetation Act 2003* applies.

16. Biodiversity Stewardship Sites

The Council has not been notified by the Biodiversity Conservation Trust that the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (includes land to which a biobanking agreement under Part 7A of the repealed *Threatened Species Conservation Act 1995* relates).

17. Biodiversity certified land

The land is not biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016* (includes land certified under Part 7AA of the repealed *Threatened Species Conservation Act 1995*).

18. Orders under Trees (Disputes Between Neighbours) Act 2006

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

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

The owner of the land (or any previous owner) has not consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

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

20. Western Sydney Aerotropolis

Under State Environmental Planning Policy (Precincts – Western Parkland City) 2021, Chapter 4 the land is –

(a) not in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or

(b) not shown on the Lighting Intensity and Wind Shear Map, or

(c) not shown on the Obstacle Limitation Surface Map, or

(d) not in the "public safety area" on the Public Safety Area Map, or

(e) not in the "3 kilometre wildlife buffer zone" or the "13 kilometre wildlife buffer zone" on the Wildlife Buffer Zone Map.

21. Development consent conditions for seniors housing

No condition of development consent granted after 11 October 2007 in relation to the land applies to the property that are of the kind set out in that Policy, section 88(2) of *State Environmental Planning Policy (Housing) 2021*.

22. Site compatibility certificate and conditions for affordable rental housing

(1) There is not a current site compatibility certificate of which the council is aware, in respect of proposed development on the land.

(2) No condition of development consent in relation to the land applies to the property that are of the kind set out in section 21(1) or 40(1) of *State Environmental Planning Policy (Housing) 2021*.

(3) No condition of development consent in relation to the land applies to the property that are of the kind set out in clause 17(1) or 38(1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

23. Water or sewerage services

No water or sewerage services are, or are to be, provided to the land under the *Water Industry Competition Act 2006*.

Additional matters under the Contaminated Land Management Act 1997

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

(a) the land to which the certificate relates is not significantly contaminated land within the meaning of that Act

(b) the land to which the certificate relates is not subject to a management order within the meaning of that Act

(c) the land to which the certificate relates is not the subject of an approved voluntary management proposal within the meaning of that Act

(d) the land to which the certificate relates is not subject to an ongoing maintenance order within the meaning of that Act

(e) the land to which the certificate relates is the subject of a site audit statement

If contamination is identified above please contact the Environmental Protection Authority (EPA) for further information.



Scott Phillips
Chief Executive Officer

20/01/2025

MERITON

Standard Form Agreement

Standard form residential tenancy agreement

Landlord copy

Schedule 1

Important information

Please read this before completing the residential tenancy agreement (the **Agreement**).

1 This form is your written record of your tenancy agreement. This is a binding contract under the Residential Tenancies Act 2010, so please read all terms **and** conditions carefully.

2 If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.

3 If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.

4 The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on

29 April 2024 at **Dee Why, 2099**

between **MARY MCNICKLE** and **MIN JUNG SEO, JUNG HAN CHO**

Landlord

MIN JUNG SEO
gogoshow7@naver.com

JUNG HAN CHO
gogoshow7@naver.com

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

Tenants

MARY MCNICKLE

Landlord's Agent Details

Meriton Property Services Pty Ltd
Level 11/528 Kent Street
p: +61 292 872 888, e: propertymanagement@meriton.com.au

Tenant's Agent Details

Not Applicable

Term of Agreement

The term of this agreement is -

- [ ] 6 months
- [ ] 12 months
- [ ] 2 years
- [ ] 3 years
- [ ] 5 years
- [x] Other (please specify) 52 weeks
- [ ] Periodic (No End Date)

Starting on **the 13th of June 2024** and ending on **the 11th of June 2025**

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

Residential premises

805/890 PITTWATER ROAD, DEE WHY NSW 2099

The residential premises include:

[Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

2 Bedroom ,2 Bathroom ,1 Car space

Rent

The rent is **$880.00 per week**, payable in advance starting on **the 13th of June 2024**

Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method(s) by which the rent must be paid:

a. BPAY

Biller code	169490
Customer reference number	594275

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

Rental Bond

[Cross out if there is not going to be a bond]

Already Held

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

Occupants

No more than 1 person(s)

No more than 1 person(s) may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

Electrician
, KDC Electrics
p: 0410 498 215

Plumbing
, Gladiator Plumbing
p: 0447 307 644

Custom
, : Illyria Construction
p: 0478 742 707

Utilities

Is electricity supplied to the premises from an embedded network?

☐ Yes ☒ No

Is gas supplied to the premises from an embedded network?

☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Water usage

Will the tenant be required to pay separately for water usage? If yes, see clauses 12 and 13.

☒ Yes ☐ No

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☒ Hardwired smoke alarm
☐ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace?

☐ Yes ☒ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace?

☒ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced: **9v**

If the Strata Schemes Management Act 2015 applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises?

☐ Yes ☒ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

☒ Yes ☐ No

If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the Residential Tenancies Act 2010 being given or served on them by email. The Electronic Transactions Act 2000 applies to notices and other documents you send or receive electronically

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents?

[X] Yes [ ] No

If yes, see clauses 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Email propertymanagement@meriton.com.au

Tenant

Does the tenant give express consent to the electronic service of notices and documents?

[X] Yes [ ] No

If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for **signing.**

Tenancy laws

The Residential Tenancies Act 2010 and the Residential Tenancies Regulation 2019 apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

Right to occupy the premises

1 **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under **'Residential Premises'.**

Copy of agreement

2 **The landlord agrees** to give the tenant:

2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and

2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3 **The tenant agrees:**

3.1 to pay rent on time, and

3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and

3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4 **The landlord agrees:**

4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and

4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and

4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and

4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and

4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and

4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and

4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note: *The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.*

Rent increases

5 **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: *Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.*

6 **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7 **The landlord and the tenant agree:**

7.1 that the increased rent is payable from the day specified in the notice, and

7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and

7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the Residential Tenancies Act 2010 or by the Civil and Administrative Tribunal.

Rent reductions

8 **The landlord and the tenant agree** that the rent abates if the residential premises:

8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or

8.2 cease to be lawfully usable as a residence, or

8.3 are compulsorily appropriated or acquired by an authority.

9 The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

10 **The landlord agrees** to pay:

10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and

10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and

10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the Residential Tenancies Regulation 2019.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the Residential Tenancies Regulation 2019.

10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and

10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and

10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and

10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and

10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11 **The tenant agrees** to pay:

11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and

11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the Residential Tenancies Regulation 2019.

11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and

11.4 all charges for pumping out a septic system used for the residential premises, and

11.5 any excess garbage charges relating to the tenant's use of the residential premises, and

11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the Residential Tenancies Regulation 2019 and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. ***Separately metered*** *is defined in the Residential Tenancies Act 2010.*

12 **The landlord agrees** that the tenant is not required to pay water usage charges unless:

12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and

12.2 the landlord gives the tenant at least 21 days to pay the charges, and

12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and

12.4 the residential premises have the following water efficiency measures:

12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,

12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,

12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,

12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13 **The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

14 **The landlord agrees:**

14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and

14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

15 **The landlord agrees:**

15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and

15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and

15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

16 **The tenant agrees:**

16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and

16.2 not to cause or permit a nuisance, and

16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and

16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and

16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17 **The tenant agrees:**

17.1 to keep the residential premises reasonably clean, and

17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

17.4 that it is the tenant's responsibility to replace light globes on the residential premises.

18 **The tenant agrees,** when this agreement ends and before giving vacant possession of the premises to the landlord:

18.1 to remove all the tenant's goods from the residential premises, and

18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

18.5 to make sure that all light fittings on the premises have working globes, and

18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note: *Under section 54 of the Residential Tenancies Act 2010, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).*

Landlord's general obligations for residential premises

19. **The landlord agrees:**

19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the Residential Tenancies Act 2010 specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

(a) are structurally sound, and

(b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and

(c) have adequate ventilation, and

(d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and

(e) have adequate plumbing and drainage, and

(f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and

(g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

(a) are in a reasonable state of repair, and

(b) with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and

(c) with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and

(d) are not liable to collapse because they are rotted or otherwise defective.

19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and

19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and

19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

Urgent repairs

20 The landlord agrees to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding $1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and

20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and

20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and

20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and

20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: *The type of repairs that are "urgent repairs" are defined in the Residential Tenancies Act 2010 and are defined as follows-*

(a) a burst water service,

(b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,

(c) a blocked or broken lavatory system,

(d) a serious roof leak,

(e) a gas leak,

(f) a dangerous electrical fault,

(g) flooding or serious flood damage,

(h) serious storm or fire damage,

(i) a failure or breakdown of the gas, electricity or water supply to the premises,

(j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises

21 The landlord agrees:

21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

22 The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

23 The landlord and the tenant agree:

23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and

23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

24 The landlord agrees that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),

24.2 if the Civil and Administrative Tribunal so orders,

24.3 if there is good reason for the landlord to believe the premises are abandoned,

24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,

24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,

24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),

24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),

24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),

24.11 if the tenant agrees.

25 The landlord agrees that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:

25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and

25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and

25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and

25.4 must, if practicable, notify the tenant of the proposed day and time of entry.

26 The landlord agrees that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the

landlord's agent's written permission to enter the residential premises.

27 **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Publishing photographs or visual recordings

28 **The landlord agrees:** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of Residential Tenancies Act 2010 for when a photograph or visual recording is published.

29 **The tenant agrees:** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the Residential Tenancies Act 2010,it is not unreasonable for the tenant to withhold consent.

Fixtures, Alterations, additions or renovations to the premises

30 **The tenant agrees:**

30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and

30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the Residential Tenancies Regulation 2019 may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and

30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and

30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.

31 **The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The Residential Tenancies Regulation 2019 provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

Locks and security devices

32 **The landlord agrees:**

32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and

32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and

32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and

32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and

32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33 **The tenant agrees:**

33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and

33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

34 A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

35 **The landlord and the tenant agree** that:

35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and

35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the

residential premises, and

35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: *Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.*

36 The landlord agrees not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

37 The landlord agrees:

37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and

37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and

37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

38 The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.

39 The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.

Mitigation of loss

40 The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

41 The landlord agrees that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:

41.1 details of the amount claimed, and

41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and

41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

42 The landlord agrees to:

42.1 ensure that smoke alarms are installed in accordance with the Environmental Planning and Assessment Act 1979 if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and

42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and

42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and

42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and

42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and

42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the Residential Tenancies Regulation 2019, that the tenant is allowed to carry out.

Note 1. Under section 64A of the Residential Tenancies Act 2010, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the Residential Tenancies Regulation 2019.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm

43 The tenant agrees

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the Residential Tenancies Regulation 2019.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44 The landlord and the tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the Environmental Planning and Assessment Act 1979 provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

Swimming pools

[Cross out this clause if there is no swimming pool]

Initialled by MARY MCNICKLE the 30th of April 2024 MMcN

45 ~~**The landlord agrees** to ensure that the requirements of the Swimming Pools Act 1992 have been complied with in respect of the swimming pool on the residential premises.~~

~~*[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the Strata Schemes Management Act 2015) or in a community scheme (within the meaning of the Community Land Development Act 1989) and that strata or community scheme comprises more than 2 lots.]*~~

46 ~~The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

46.1 ~~the swimming pool on the residential premises is registered under the Swimming Pools Act 1992 and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

46.2 ~~a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

Note. ~~A swimming pool certificate of compliance is valid for 3 years from its date of issue.~~

Loose-fill asbestos insulation

47 The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

Combustible cladding

48 The landlord agrees: that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

Significant health or safety risks

49 **The landlord agrees:** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

Electronic service of notices and other documents

50 **The landlord and the tenant agree:**

50.1 to only serve any notices and any other documents, authorised or required by the Residential Tenancies Act 2010 or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

Break fee for fixed term of not more than 3 years

51 **The tenant agrees:** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,

51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,

51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the Residential Tenancies Act 2010.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

52 **The landlord agrees:** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the Residential Tenancies Act 2010 for goods left on the residential premises.

Note. Section 107 of the Residential Tenancies Act 2010 also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

Additional Terms

Initialled by MARY MCNICKLE the 30th of April 2024 MMcN

[Additional terms may be included in this agreement if:

a. **both the landlord and tenant agree** to the terms, and

b. they do not conflict with the Residential Tenancies Act 2010, the Residential Tenancies Regulation 2019 or any other Act, and

c. they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

Additional term — pets

[Cross out this clause if not applicable]

Initialled by MARY MCNICKLE the 30th of April 2024 MMcN

53 ~~**The landlord:** agrees that the tenant may keep the following animal on the residential premises [specify the breed, size etc].~~

54 ~~**The tenant agrees:**~~

54.1 ~~to supervise and keep the animal within the premises, and~~

54.2 ~~to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and~~

54.3 ~~to ensure that the animal is registered and micro-chipped if required under law, and~~

54.4 ~~to comply with any council requirements.~~

55 ~~**The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.~~

56 The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.

Additional term - Rent increases during the fixed term

57 If the details in this clause 57 have been completed, then the parties agree to increase rent during the fixed term of the agreement as follows

57.1 on ____/____/____, rent is to be increased to $____ per ____.

58 If the details in this clause 58 have been completed, then the parties agree to increase rent during the fixed term of the agreement using the following method: [insert method of calculation]

[For a Fixed Term of less than 2 years]

Note: The rent payable under a fixed term agreement for a fixed term of less than 2 years must not be increased during the fixed term unless the agreement specifies the increased rent or the method of calculating the increase.

[For a Fixed Term of 2 years or more]

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable. Notice of a rent increase must be given by a landlord or landlord's agent even if details of the rent increase are set out in the residential tenancy agreement.

The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months and may be increased whether or not the agreement specifies the increased rent or the method of calculating the increase.

Additional term - No set off

59 Without the written approval of the landlord, **the tenant must not** set off or seek to set off the rental bond against any rent or other monies payable by the tenant to the landlord.

Additional term - Smoking

60 **The tenant must** not smoke or allow others to smoke in the premises.

61 If the tenant smokes or allows others to smoke outside the premises, the tenant must ensure that all cigarette butts are properly disposed and not left on the ground.

62 If the tenant smokes or allows others to smoke inside the premises in breach of clause 60, upon termination of this agreement, the tenant will be responsible for the cost of professionally cleaning all surfaces, floors and windows of the premises.

Additional term - Tenancy Databases

63 The landlord may list the tenant's personal information in a residential tenancy database if:

63.1 the tenant was named as a tenant in this agreement that has terminated or the tenant's co-tenancy was terminated;

63.2 the tenant breached this agreement;

63.3 because of the breach, the tenant owes the landlord an amount that is more than the rental bond for this agreement or the Tribunal has made a termination order; and

63.4 the personal information identifies the nature of the breach and is accurate, complete and unambiguous.

Additional term - Condition Report

64 If a condition report, signed by both the tenant and the landlord, is included with or annexed to this agreement, **the parties agree** that:

64.1 it forms part of this agreement; and

64.2 it represents a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

65 If the landlord or the landlord's agent provides a condition report, signed by the landlord to the tenant and the tenant does not return a copy of the condition report, signed by the tenant, within 7 days of taking possession of the premises, then the condition report signed by the landlord is deemed to:

65.1 form part of this agreement; and

65.2 represent a true and accurate statement of the state of repair and condition of the residential premises as at the date of the condition report.

Additional term - Previous Condition Report

Initialled by MARY MCNICKLE the 30th of April 2024 MMcN

66 **the parties agree** that the condition report dated **28 April 2022** and carried out to record the state of repair and condition of the residential premises under a previous residential tenancy agreement between the landlord and the tenant, forms part of this agreement.

Additional term - Health Issues

67 **The tenant must**

67.1 routinely clean the premises to avoid any mould, mildew or damp build-up;

67.2 ensure that exhaust fans are turned on and windows are opened when the relevant rooms in the premises are in use, e.g. bathrooms, to minimise condensation;

67.3 ensure that the premises are free of any pests and vermin; and

67.4 promptly notify the landlord or the landlord's agent if there are any signs of mould, mildew, dampness, pests or vermin in the premises.

Additional term - Telecommunication Facilities

68 The Landlord does not warrant or make any representation that there are lines of connection to telephone, internet and cable or analogue telephone or television services.

Additional term - Repairs

69 **The tenant** may not request the landlord to carry out non-urgent repairs at the premises on times other than between 9am to 5pm on business days.

70 If the landlord has, acting reasonably, requested the tenant to provide access to the premises for the purpose of repairs, the tenant is liable for any call out fees incurred by the landlord as a result of the tenant failing to provide access to the premises for any reason at the specified time and date.

Additional term - Procedure on Termination

71 Upon termination of this agreement, **the tenant must** vacate the premises in a peaceful manner and return all keys, security cards and other opening devices to the landlord or the landlord's agent.

72 If the tenant fails to comply with clause 71, **the tenant must** continue to pay rent to the landlord, at the amount payable immediately prior to termination of this agreement until:

72.1 all the keys, security cards and other opening devices are returned to the landlord or the landlord's agent; or

72.2 the landlord or the landlord's agent has replaced/changed the locks to the premises and the landlord is able to gain access to the premises.

73 The tenant is liable, and must compensate the landlord, for the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

74 The landlord may apply to the Civil and Administration Tribunal (NCAT) for an order to recover:

74.1 the rent payable by the tenant for the period from the date of termination to the date the landlord gains access to the premises; and

74.2 the costs incurred by the landlord in replacing/changing the locks under clause 72.2.

Additional term - Dishonoured Payments

75 If any payment to the landlord is dishonoured upon presentation to a financial institution, then the landlord will provide to the tenant, any evidence to substantiate that they have been charged a fee as a result of the tenant's dishonoured payment (the Dishonour Fee). The tenant is liable to pay the Dishonour Fee to the landlord. The tenant must pay the Dishonour Fee within 21 days notice from the landlord notifying the tenant of the dishonoured payment.

Additional term - Gardens

76 The tenant is responsible for regularly maintaining the yard and gardens on the premises (including regular mowing, edging, pruning and weeding) during the tenancy period. **The tenant agrees** to keep the yard and gardens on the premises in good condition (having regard to the condition report) during the tenancy period, fair wear and tear excluded.

Additional term - care of swimming pool

77 ~~If there is a swimming pool located on the premises, **the tenant must:**~~

77.1 ~~keep the swimming pool clean and regularly sweep up any leaves or other debris which have fallen into the swimming pool;~~

77.2 ~~regularly clean the sides of the swimming pool to minimise build-up of slime and other residue;~~

77.3 ~~regularly clean the pool filters and empty out the leaf baskets;~~

77.4 ~~maintain the cleanliness and clarity of the water to a standard set by the landlord (acting reasonably) by testing the pool water monthly and treating, at the tenant's cost, the pool with the necessary chemicals, if required;~~

77.5 ~~maintain the water level above the filter inlet at all times;~~

77.6 ~~promptly notify the landlord or the landlord's agent of any issues with the pool or pool equipment;~~

77.7 ~~ensure that all doors and gates providing access to the swimming pool are kept securely closed at all times when they are not in actual use;~~

77.8 ~~not leave any items near the swimming pool or the safety door/gate which would allow a child to gain access to the swimming pool; and~~

77.9 ~~take all reasonable steps to ensure no unaccompanied child can gain access to the pool area.~~

Additional term - electronic signatures

78 Any notice given electronically under this agreement must comply with sections 8 and 9 of the Electronic Transactions Act 2000 (NSW), as applicable.

79 Any signature given electronically under this agreement must comply with section 9 of the Electronic Transactions Act 2000 (NSW),

Additional term - Asbestos

80 The parties **acknowledge** that the premises may contain asbestos or asbestos containing materials and **the tenant must** promptly notify the landlord or the landlord's agent in writing, if any surface and/or material at the premises suspected of containing asbestos, is disturbed or damaged in any way.

Additional term - Consent to publish photographs of residential premises

81 The tenant consents to the landlord or landlord's agent publishing any photograph or visual recording made of the interior of the residential premises in which any of the tenant's possessions are visible.

82 The tenant's consent does not apply to photographs or visual recordings taken by the landlord or landlord's agent without first providing the tenant with reasonable notice.

Additional term - Garage

83 The tenant acknowledges and agrees that in the event the property includes the use of a garage or car-space, said space is provided for the sole purpose of parking a motor vehicle and not for the storage of personal goods and belongings. In the event that the tenant places their goods in this area, the landlord makes no warranty as to the security and/or waterproofing of the area and accepts no responsibility for any damage or theft that may occur to those goods.

Additional term - Storage

84 The tenant acknowledges and agrees that in circumstances where the premises includes a storage room/cage/area for the tenants use, the landlord makes no warranty as to the area being fit for purpose and accepts no responsibility if the storage room/cage/area is not adequately ventilated, secure or watertight.

Additional term - Privacy

85 The *Privacy Act 1988* (Cth) (the Act) allows certain information referred to in this agreement to be collected, used and disclosed. The information collected, used and disclosed is in relation to any tenant named in this agreement. You acknowledge and agree that this Privacy Policy does not form part of the agreement and will only apply to the extent that the landlord and/or their managing agent, collects, uses and discloses personal information as required by, and to comply with, the Act. Any personal information collected about you may be disclosed by the landlord and/or their managing agent, to: other third parties as required by any applicable law; prospective and actual purchasers; service providers; tradespeople; financial institutions; tenancy databases; valuers; Courts and Tribunals; and any other provider of services to either the landlord, their managing agent or you. You have the right to request access to any personal information held by the landlord and/or its managing agent, unless the landlord and/or its managing agent is permitted by law to withhold that information. By signing this agreement, you acknowledge having reading and understood this Privacy Policy and authorise the landlord and/or its agent to collect, use and obtain, in accordance with the Act, your personal information for the purposes specified herein.

Special Conditions and Terms

Signed by MARY MCNICKLE the 30th of April 2024

1

The Tenant acknowledges and agrees that they have received two copies of the RESIDENTIAL PREMISES CONDITION REPORT. The Tenant must complete and give one copy of the condition report to the Landlord/agent by no later than 7 days after receiving it.

2

In accordance with Clause 11.6 of the Lease (and the sub-clause thereunder) and for the avoidance of doubt, the Tenant agrees to pay water usage charges. The Tenant acknowledges and agrees that the premises have been individually metered (as per 11.6.1 of the Lease) and the Landlord has installed water efficiency measures referred to in Clause 10 of the Lease.
The Landlord will provide to the Tenant a copy of the part of the water bill which sets out the amount Tenant must pay.

3

The Tenant acknowledges and agrees that it is a term of this Residential Tenancy Agreement that the Tenant shall not intentionally or negligently cause or permit any damage to the residential premises. Should the Tenant breach this term, the Landlord will issue a notice to the Tenant ordering the Tenant to vacate the premises within 14 days in accordance with the Residential Tenancies Regulation 2019.

4

The Tenant acknowledges and agrees to pay rent by using either BPAY or DIRECT DEBIT. In the event of a rent dishonour, for any reason, a dishonour fee is payable.

5

The Tenant acknowledges and agrees to return all keys, including any additional keys that the Tenant may have procured and vacate the premises by no later than 8.00am on the date after the departure date. Additional day's rent will be charged after 8.00am and up to the date on which the keys are returned in accordance with the Residential Tenancies Regulation 2010.

6

The Tenant agrees to use the clothes dryer provided, where applicable, for the drying of washing and shall not hang washing from the balcony.

7

The Tenant agrees that in the event of a garbage strike the Tenant is responsible for the removal of all household refuse from the property.

8

Should the Tenant decide to connect a telephone line, it is the Tenant's responsibility to meet the costs of such connection.
The Landlord/agent must be advised of the telephone number immediately.

9

It is the Tenant's responsibility to take care of the blinds that are installed in the property. Please ensure when opening windows or doors that blinds are open wider so that they are not drawn out by the wind and drafts.

10

The Tenant acknowledges and agrees that if the Tenant vacates the premises prior to the expiration of the said term of the Residential Tenancy Agreement, the Tenant agrees to compensate the Landlord costs in accordance with Clause 51 of the Residential Tenancies Act 2010.

11

The Tenant acknowledges and agrees that the above said premises including carpeted areas will be cleaned at the Tenant's expense at the end of the agreement.

12

The Tenant acknowledges and agrees to use the car space provided and any additional vehicles are not to be parked in the Strata complex visitors car spaces or common areas and to comply with the "Special By-Law" set down by the Body Corporate, if applicable to you (as attached).

13

The Tenant acknowledges and agrees that the Garage/car space is not to be used for storage.

14

The Tenant acknowledges and agrees that the Tenant uses the allocated garage/car space in the car park at his/her own risk.

15

The Tenant further acknowledges and agrees that the Landlord is not liable to you as Tenant for:
(a) Damage to, destruction of, theft of or unauthorised delivery up of your vehicle; or
(b) Damage to, destruction of, theft of or delivery up of any property (including anything in or on your vehicle or any other vehicle); however caused, and you release and indemnify the Landlord from any claim which you might otherwise have against the Landlord.
(c) You further indemnify the Landlord in respect of any claim made against the Landlord and any expenses incurred by the Landlord as a consequence of, in relation to, or in any way arising out of your use of the car park."

16

The Tenant acknowledges that the Landlord may seek council approval to erect signage upon the top of the building depicting the words "Meriton" and the Meriton logo. The Tenant agrees to make no objection to the council in relation to any such application and will be in breach of this lease if the Tenant does so.

17

Notwithstanding any other clause in this Agreement, the Tenant acknowledges and agrees that, excepting transformers-light bulbs and/or fluorescent lights in the residential premises are consumable items and must promptly repair or replace,

at its own costs, all damaged, broken or faulty light bulbs and/or fluorescent lights in the residential premises.

18

The Tenant acknowledges and agrees that the Landlord's insurance policy on the rented premises covers only the building plus any permanent fixtures and fittings. It does not allow for cover of Tenant's possessions. It is strongly recommended that Tenants take out content insurance cover to insure own possessions in case of theft, damage etc.

19

The Tenant acknowledges and agrees that holes in walls resulting from hooks and nails are to be patched and painted at Tenant's own cost if so requested by the Landlord at the end of the tenancy.

20

The Tenant acknowledges and agrees not to place pot plants on carpeted areas of the property.

21

The Tenant acknowledges and agrees that there is no smoking permitted inside the apartment.

22

The Tenant acknowledges and agrees that all non-urgent repairs are to be submitted to the Landlord in writing and are to be carried out between the hours of 8.30am and 5.00pm Monday to Friday.

23

The Tenant acknowledges that the premises are within a complex that is either under construction or in the vicinity of a construction zone and that the premises may be affected by construction issues such as noise, dust, vibration and mechanical activity. The Tenant agrees to make no claim or complaint in relation to such matters.

24

The Tenant acknowledges that the building in which the premises is located or may in the future be approved for "dual use" such that the premises leased by the Tenant and other premises in the Building may be used as residential apartments or Serviced Apartments. The Tenant agrees that the Tenant will not object, make any claim, terminate or rescind this agreement if the building in which the premises is located is or will be approved for "dual use" or in respect of any matter arising from the premises and other premises in the building being used for "dual use".

25

The Tenant must not sub-let, hire or rent out the premises or any part of the premises for use by a third party without prior written consent from the Landlord. This special condition specifically includes but is not limited to renting the property or part of the property on accommodation websites or any form of media such as Airbnb. A breach of this special condition is considered an essential breach of the tenancy agreement and may result in termination of the tenancy agreement.

26

Subject to special condition 27, if the Tenant has a rent-free period from the Lease start date ("Rent-Free Period"). The Tenant acknowledges and agrees that the Landlord has given the Tenant Rent-Free Period on the basis that the Tenant remains as a tenant during the entire Fixed Term of this Lease and is not in default of the Lease.

27

If the Tenant:

a. is in default of this Agreement during the Fixed Term;
b. vacates the Property prior to the expiry of the Fixed Term; and/or
c. terminates this Agreement;

then notwithstanding special condition 26, the Tenant immediately forfeits the Tenant's right to the Rent-Free Period and the rent for the Rent-Free Period becomes immediately payable by the Tenant.

28

All furniture is to be transported via the garage. Under no circumstances is furniture to be transported through the lobby doors. Please notify the sales/leasing office when moving furniture in/out of the building.
Lift keys are also available from our office;

29

Residents are to clean the filters on the A/C System, Dishwasher and Dryer. Please refer to your manuals;

30

Swipe cards must be looked after as they can get damaged when left in hot areas like the sun or near any appliances that give off strong electrical or magnetic fields. Replacement cards can be obtained from the sales office at $100 each.

31

Residents are to ensure that all waste and recycling is placed in the garbage rooms, which can be accessed by your unit key.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

(a) the letting of residential premises, or

(b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the Home Building Act 1989.

regulations means the Property and Stock Agents Regulation 2022 (NSW).

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the Residential Tenancies Act 2010 (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The Residential Tenancies Act 2010 also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.

SIGNED BY THE LANDLORD

Landlord's agent
Pritu Ashok
the 1st of May 2024



LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

Landlord's agent
Pritu Ashok
the 1st of May 2024



SIGNED BY THE TENANT

Tenant #1
MARY MCNICKLE
the 30th of April 2024



TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

Tenant #1
MARY MCNICKLE
the 30th of April 2024



For information about your rights and obligations as a landlord or tenant, contact:
(a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
(b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
(c) your local Tenants Advice and Advocacy Service at www.tenants.org.au.

Confirmations

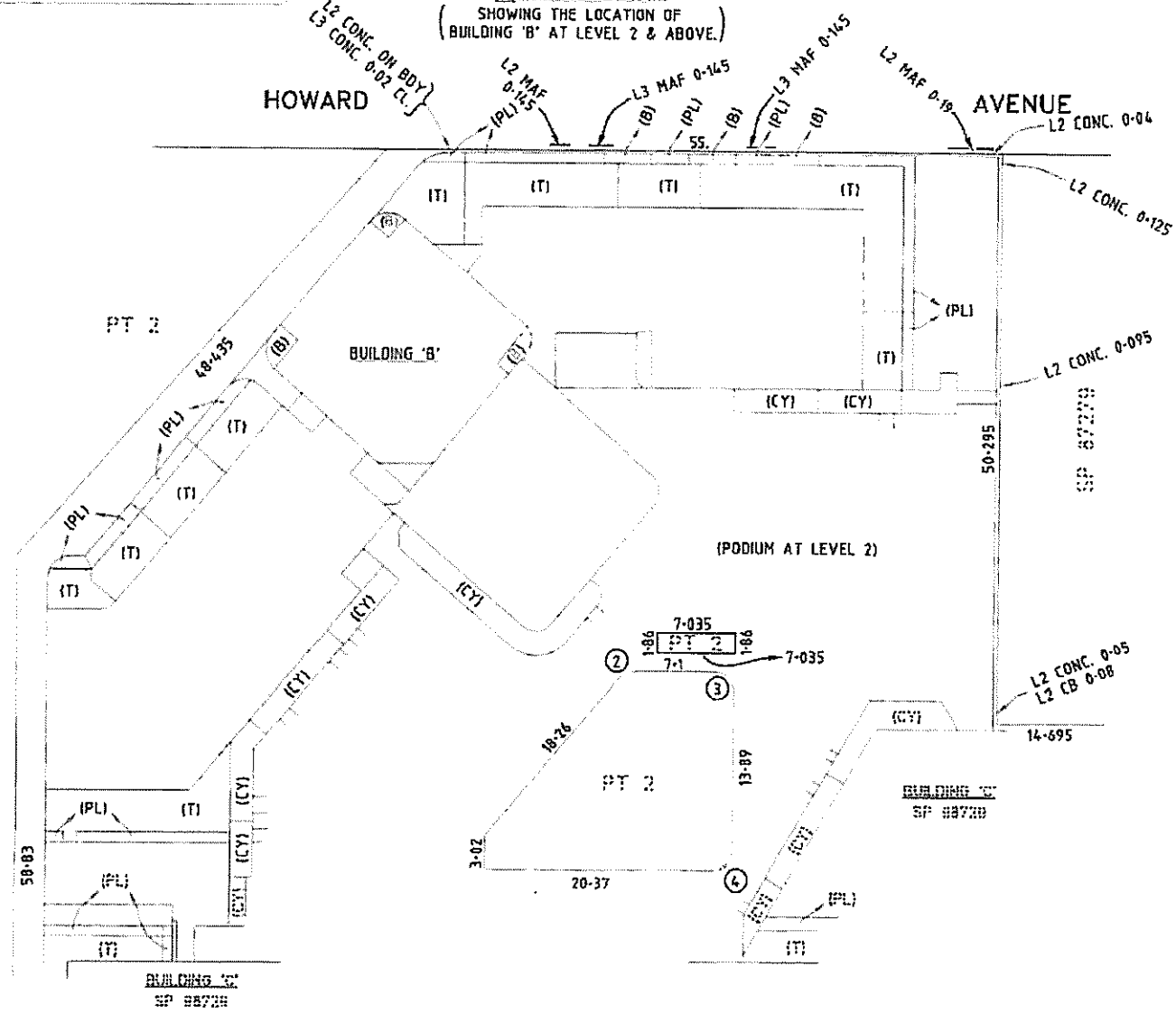
Tenant

I confirm I am the named tenant on this agreement as identified by documents provided to Meriton Property Services Pty Ltd. This signature is my own, and I also confirm I agree to sign my Residential Tenancy Agreement in this electronic format.

Agreed by MARY MCNICKLE

SEE SHEETS 2 - 16 FOR LOCATION PLANS

BUILDING DETAIL
SHOWING THE LOCATION OF BUILDING 'B' AT LEVEL 2 & ABOVE.



SCHEDULE OF CURVED BOUNDARIES

LINE	CHORD	ARC	RADIUS
2	1·5	1·55	1·8
3	2·545	2·825	1·8
4	2·545	2·825	1·8
5	2·98	3·06	3·9

CB DENOTES CONCRETE BLOCK WALL
MAF DENOTES METAL ARCHITECTURAL FEATURE

BUILDING 'B'
CONCRETE, BRICK & METAL RESIDENTIAL BUILDING COMPRISING 16 LEVELS OF APARTMENTS WITH BASEMENT CARPARKING UNDER.
No. 17 HOWARD AVENUE

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568

L2 DENOTES LEVEL 2
L3 DENOTES LEVEL 3
(B) DENOTES BALCONY
(CY) DENOTES COURTYARD
(PL) DENOTES PLANTER
(T) DENOTES TERRACE
PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:400

Registered 8.2.2019

SP99040

10 20 30 40 50 Table of mm 90 100 110 120 130 140 NSWLRS REF: 2018M7600(35)

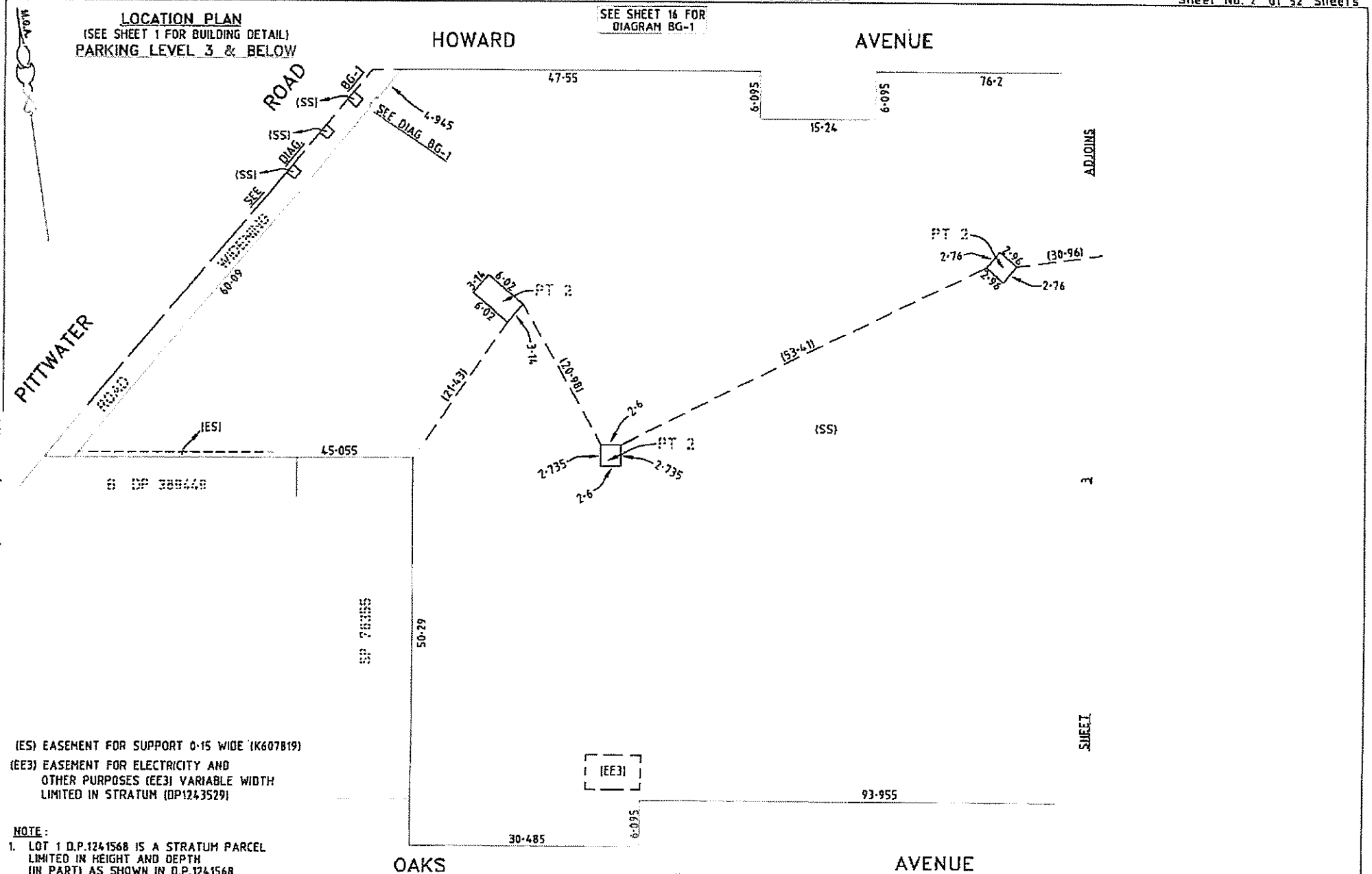
\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:1 of 56
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Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:2 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 3 & BELOW

SEE SHEET 16 FOR DIAGRAM BG-1



(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)
(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

NOTE :
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

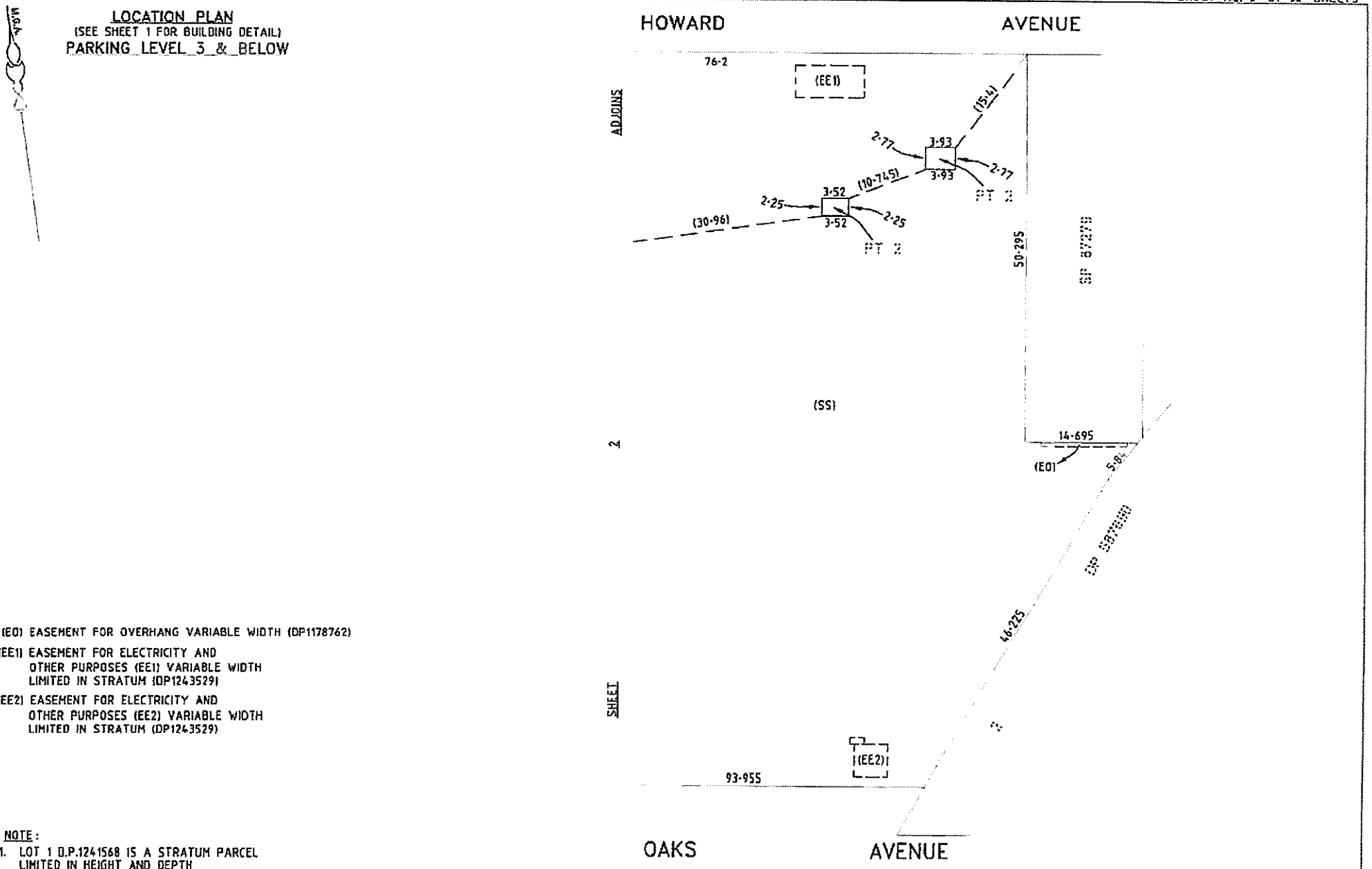
Registered
8.2.2019

SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:3 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 3 & BELOW



(EO) EASEMENT FOR OVERHANG VARIABLE WIDTH (DP1178762)

(EE1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

(EE2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

NOTE:

1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

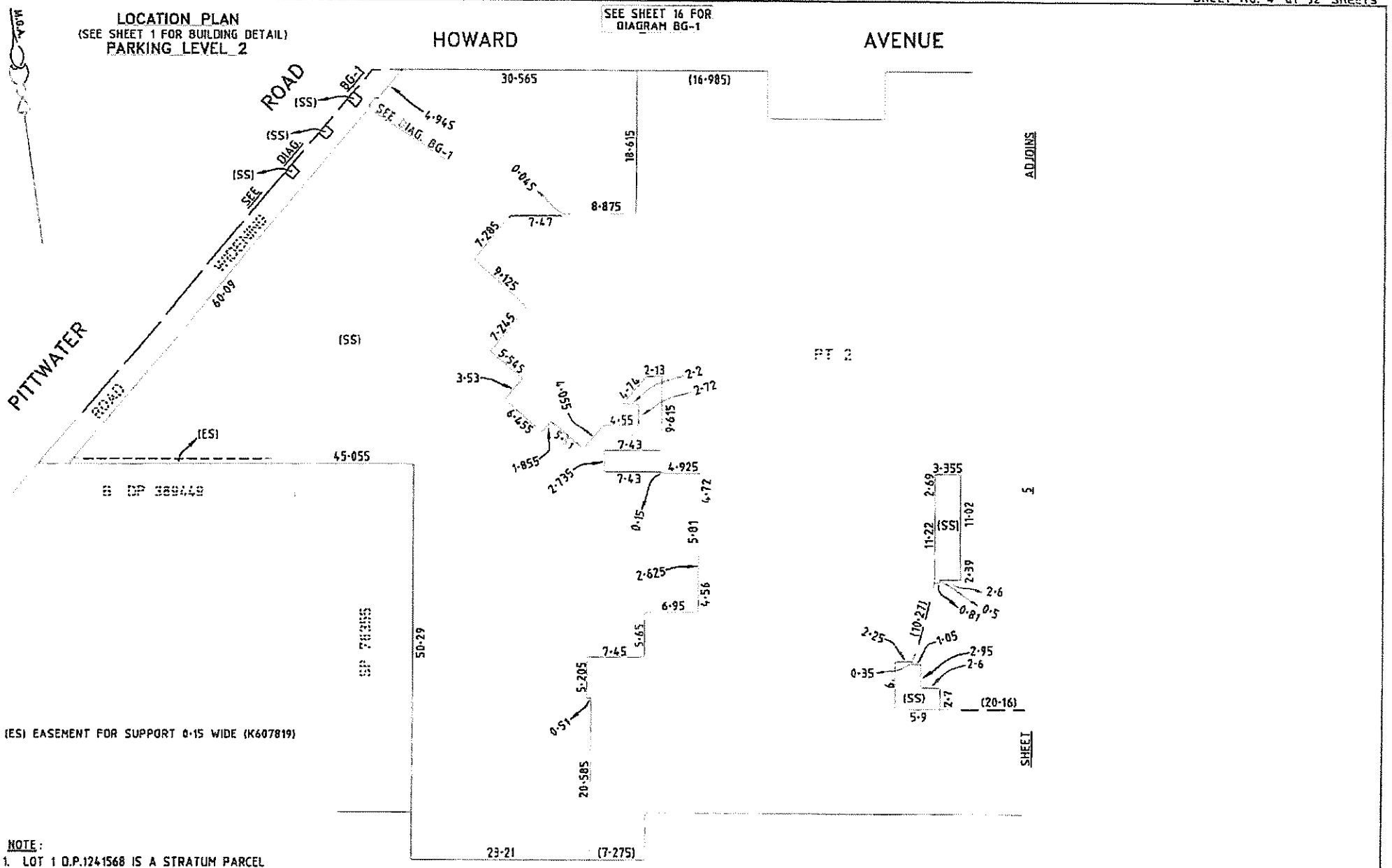
10 20 30 40 50 Table of mm 90 100 110 120 130 140

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RES1
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

Registered
8.2.2019

SP99040

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 2



(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

Registered
8.2.2019

SP99040

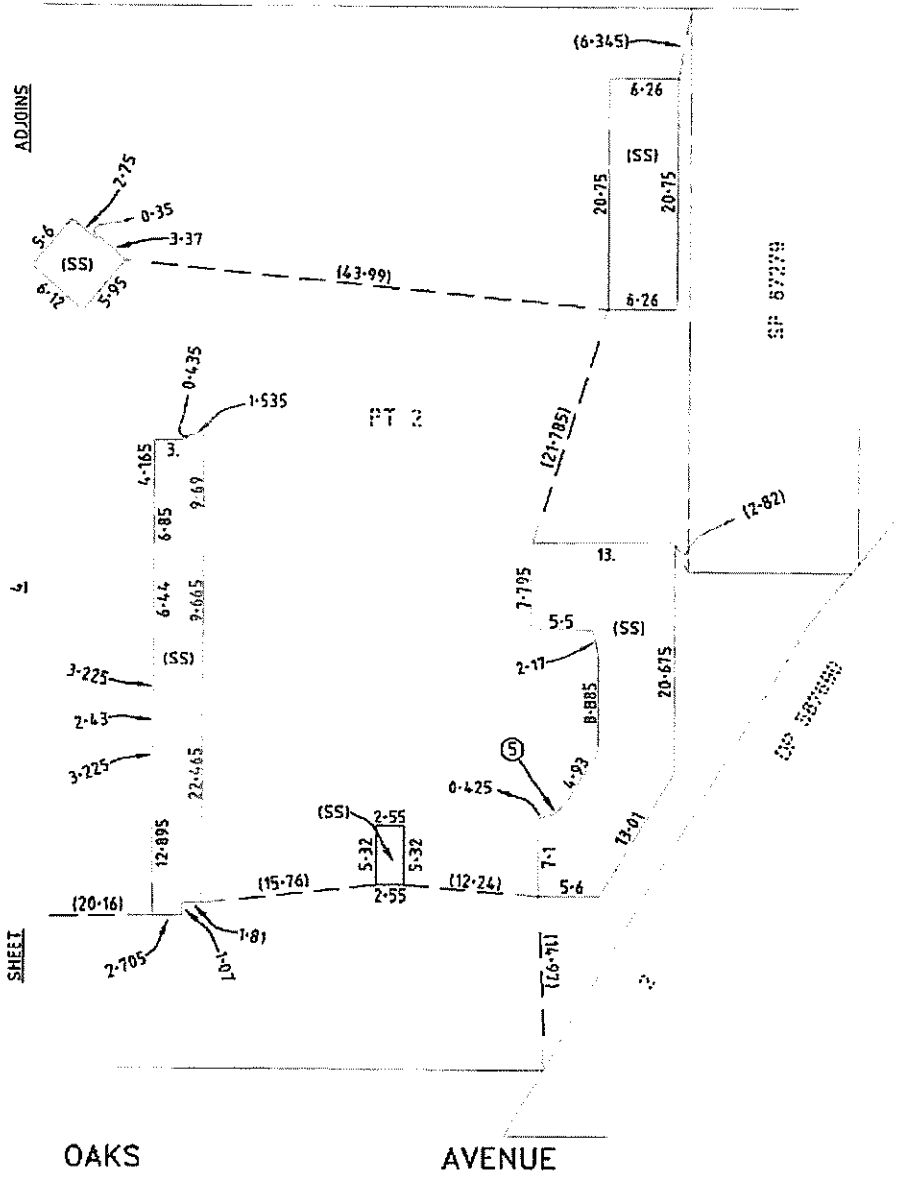
\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:4 of 56
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Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:5 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 2

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES



NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RES1
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

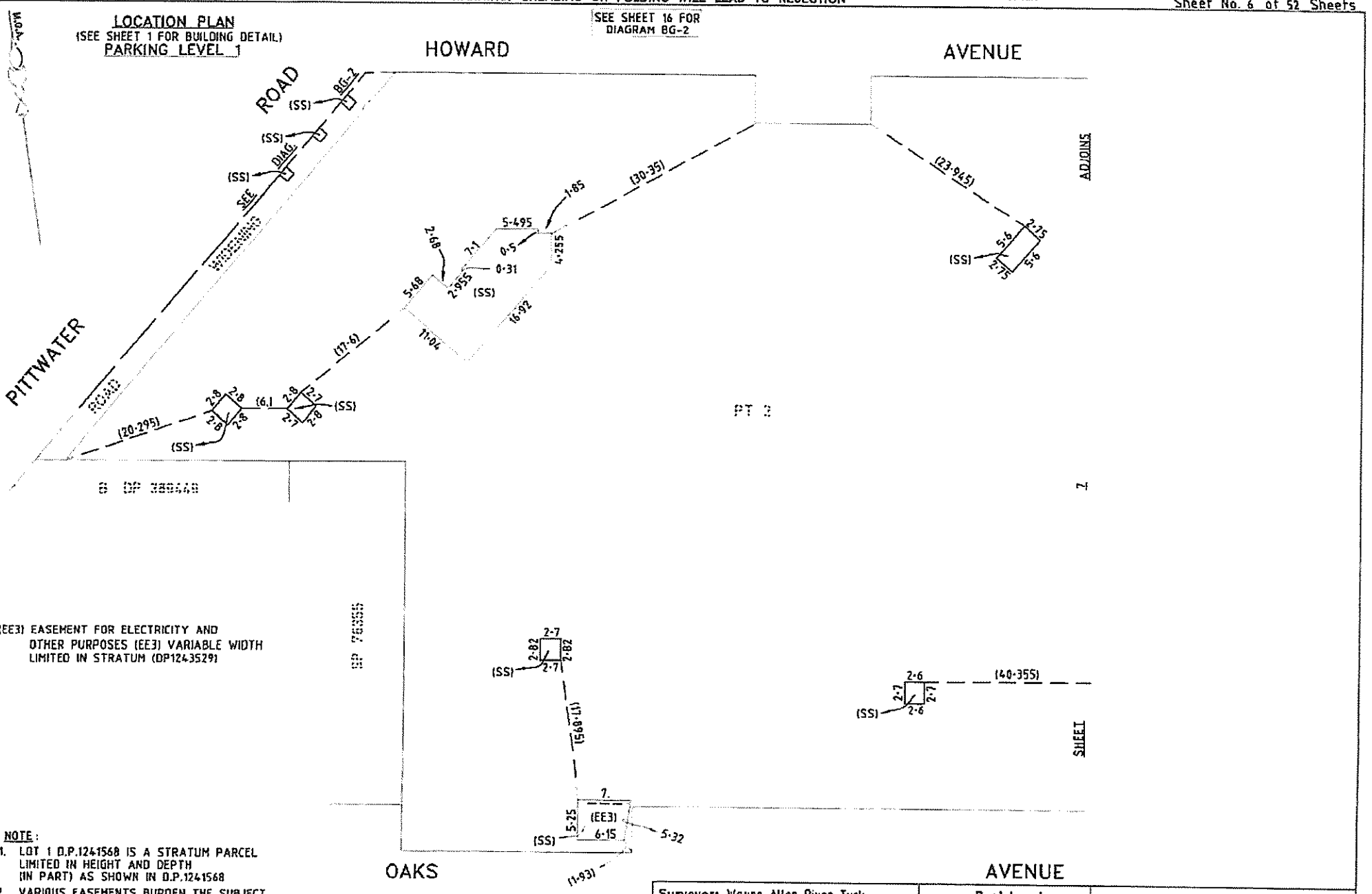
Registered 8.2.2019

SP99040

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:6 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 1

SEE SHEET 16 FOR DIAGRAM BG-2



(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

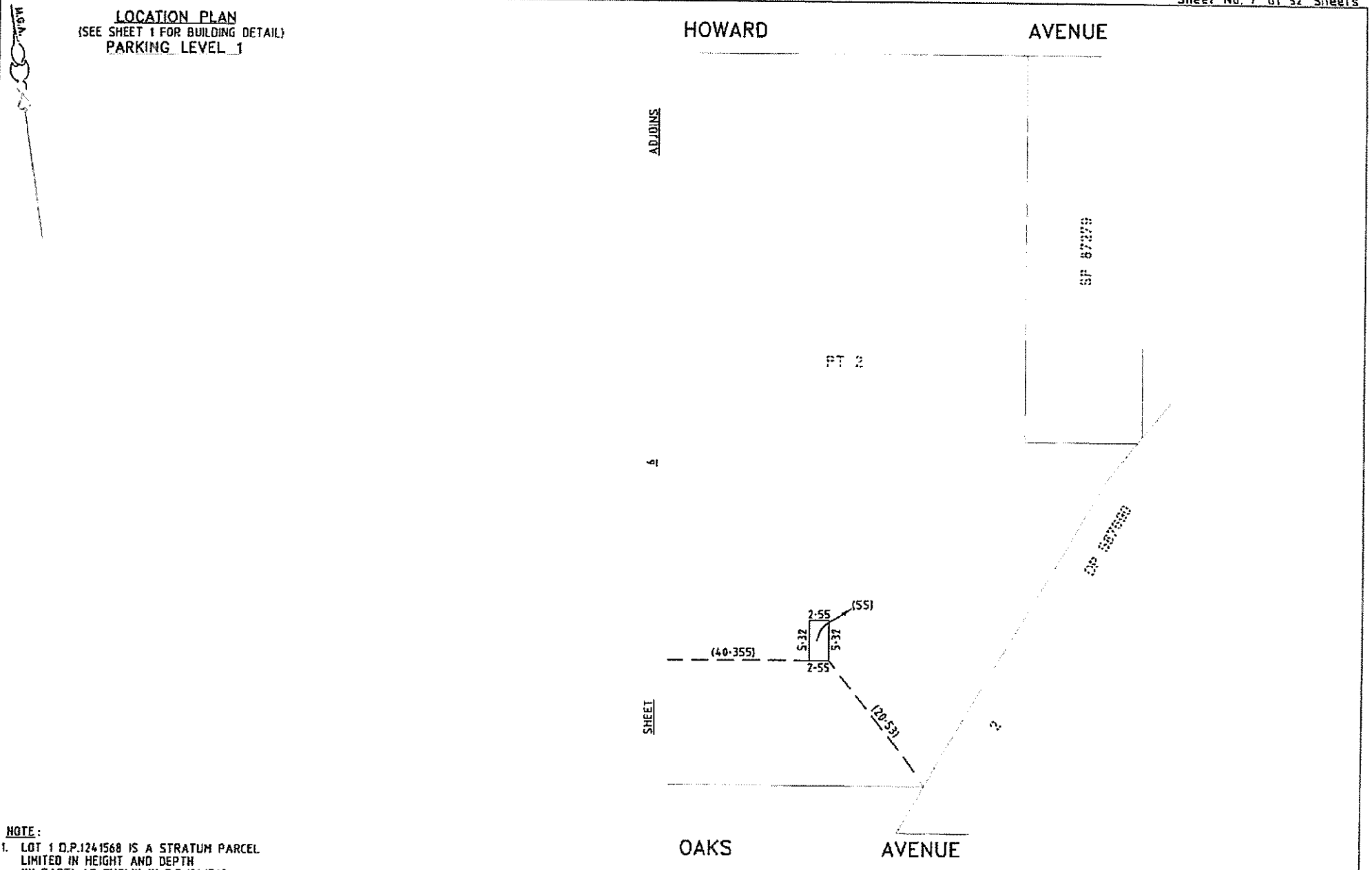
Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

Registered 8.2.2019

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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 1



NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

Registered 8.2.2019

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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
GROUND LEVEL

SEE SHEET 16 FOR DIAGRAMS AG-1 & GL-1

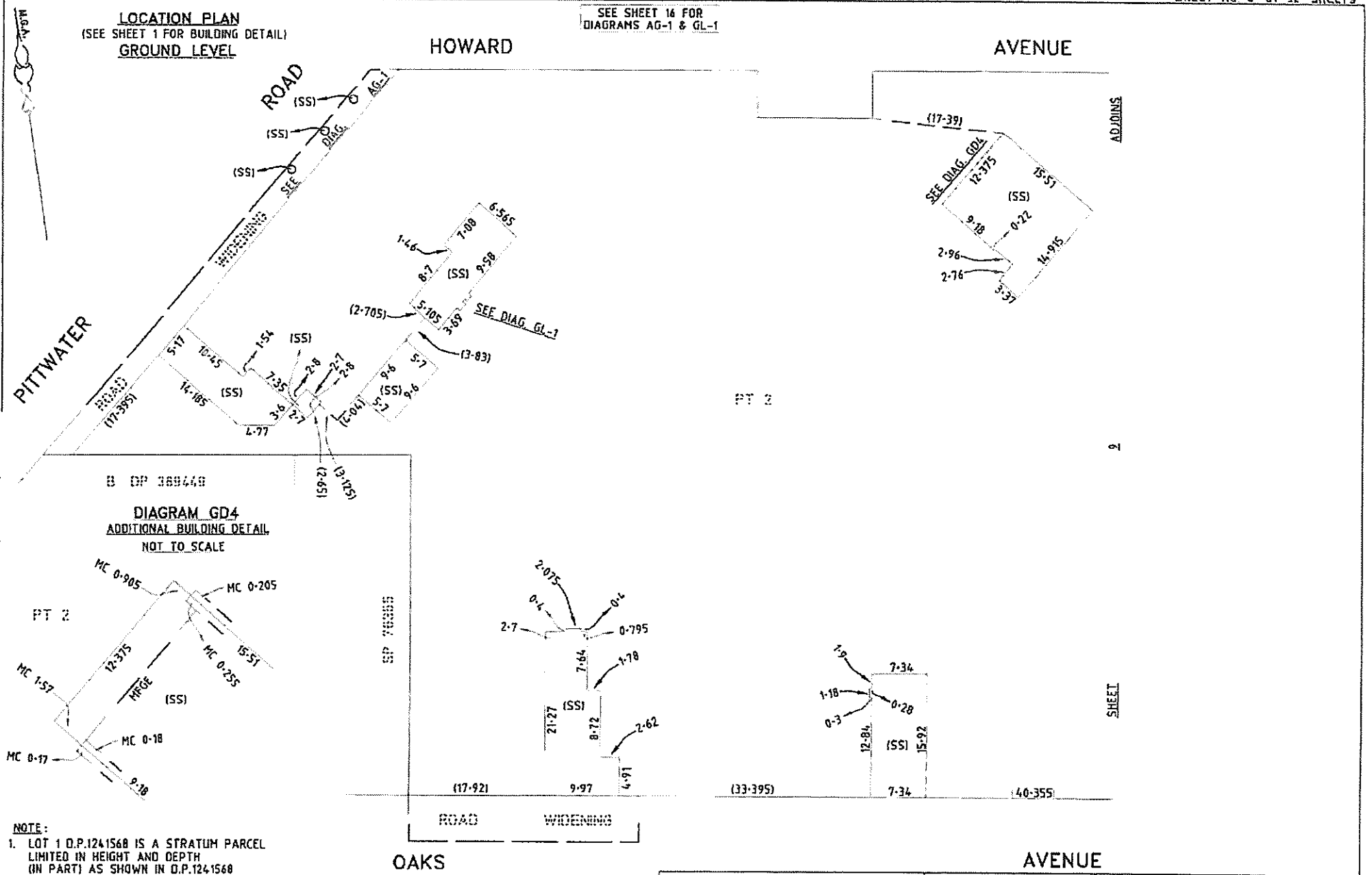


DIAGRAM GD4
ADDITIONAL BUILDING DETAIL
NOT TO SCALE

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

MC DENOTES METAL CLADDING
MFGE DENOTES METAL FRAMED GLASS LOBBY ENTRY
PT 2 DENOTES PT 2 D.P.1241568

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

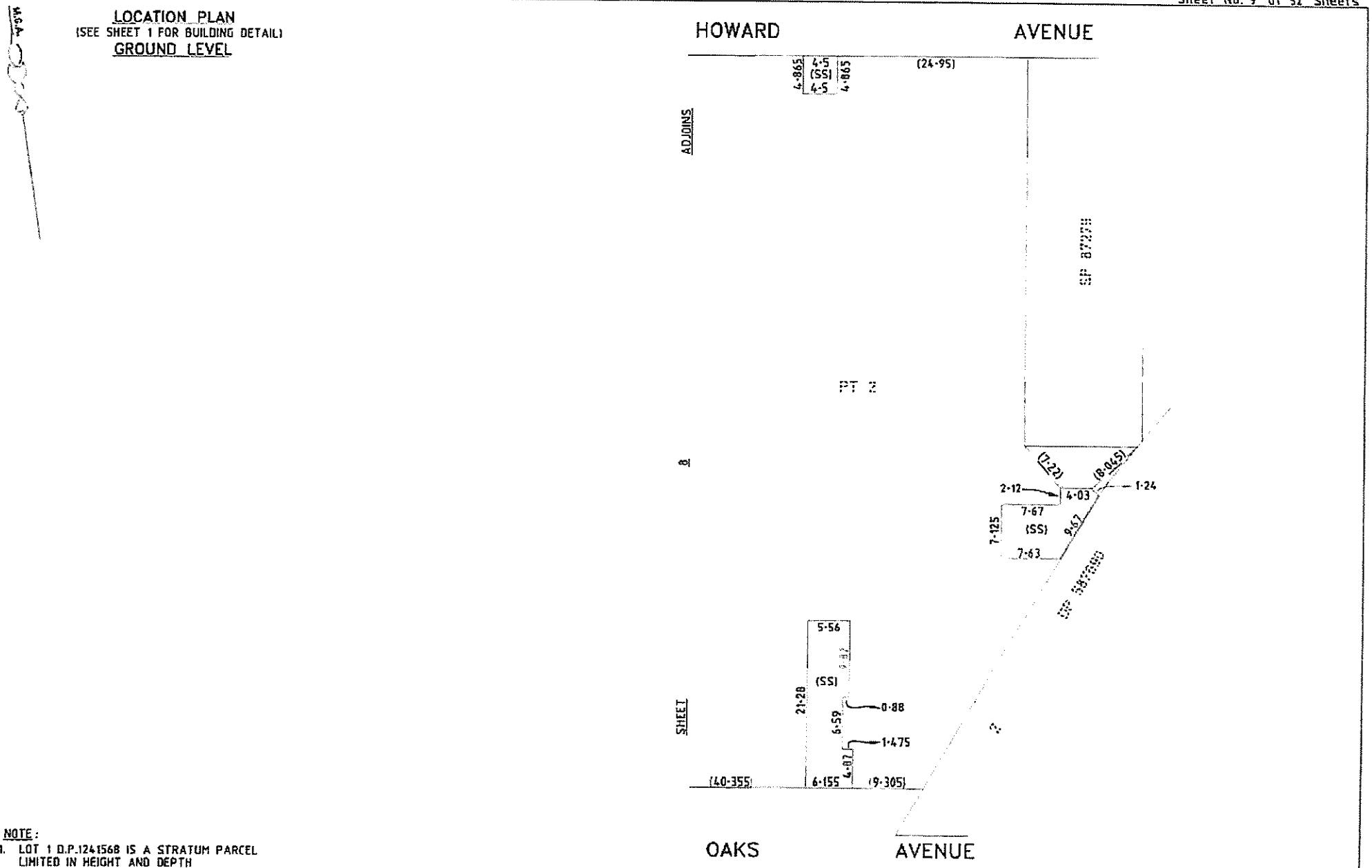
Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

Registered 8.2.2019

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Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:9 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
GROUND LEVEL



NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295T04
Lengths are in metres. Reduction Ratio 1:450

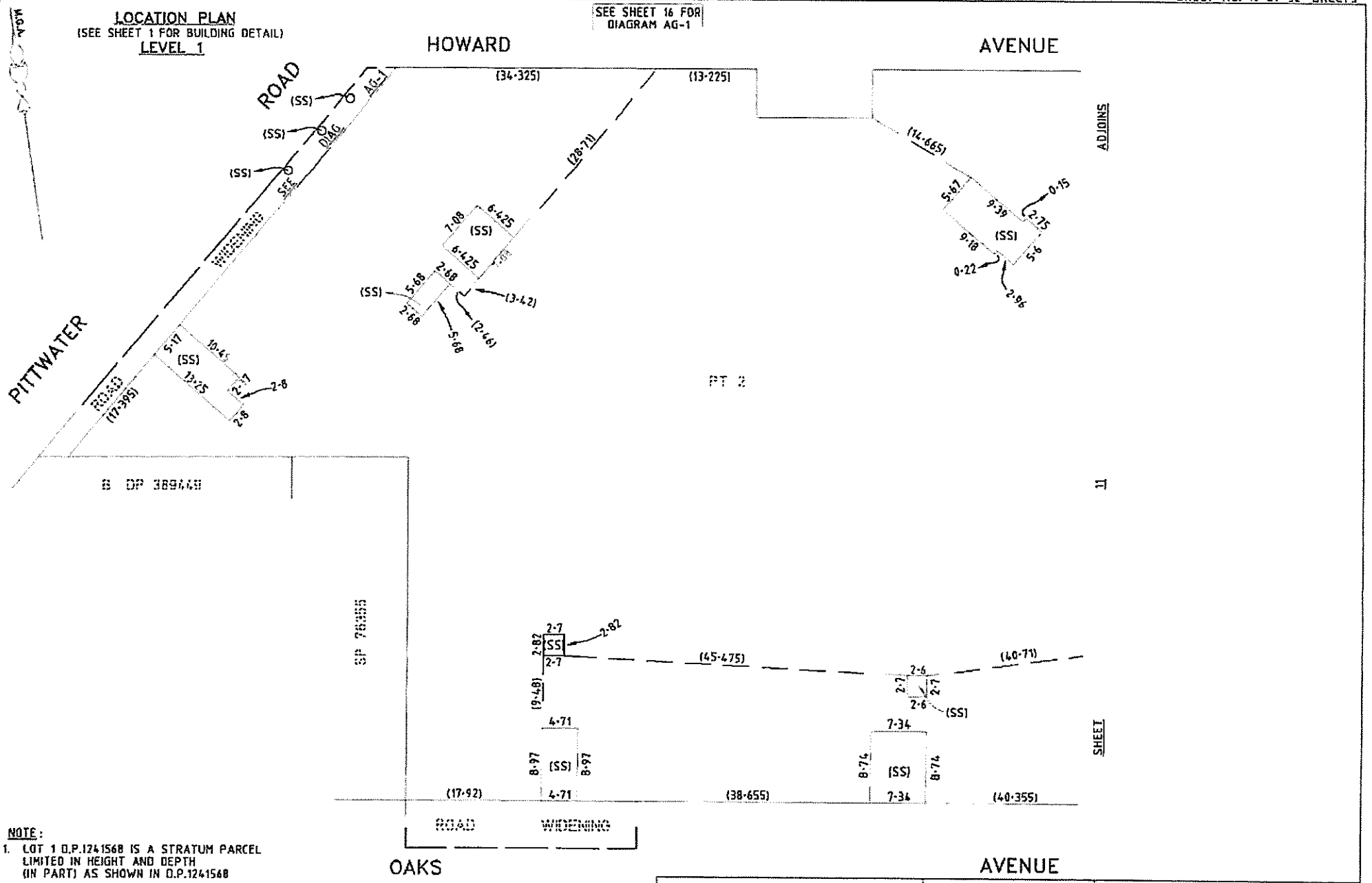
Registered 8.2.2019

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Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:10 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 1

SEE SHEET 16 FOR DIAGRAM AG-1



NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

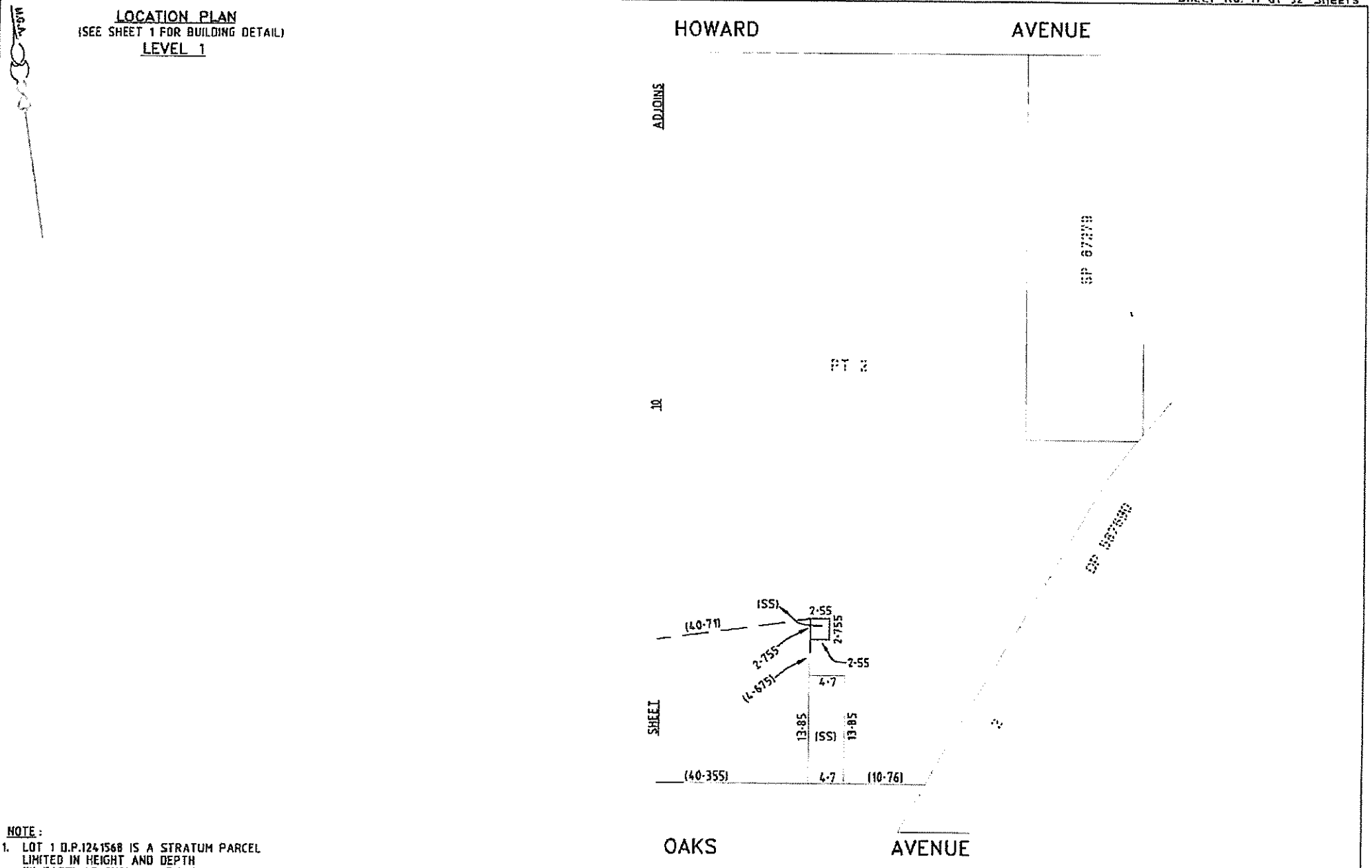
Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

Registered 8.2.2019

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Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:11 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 1



NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RES1
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

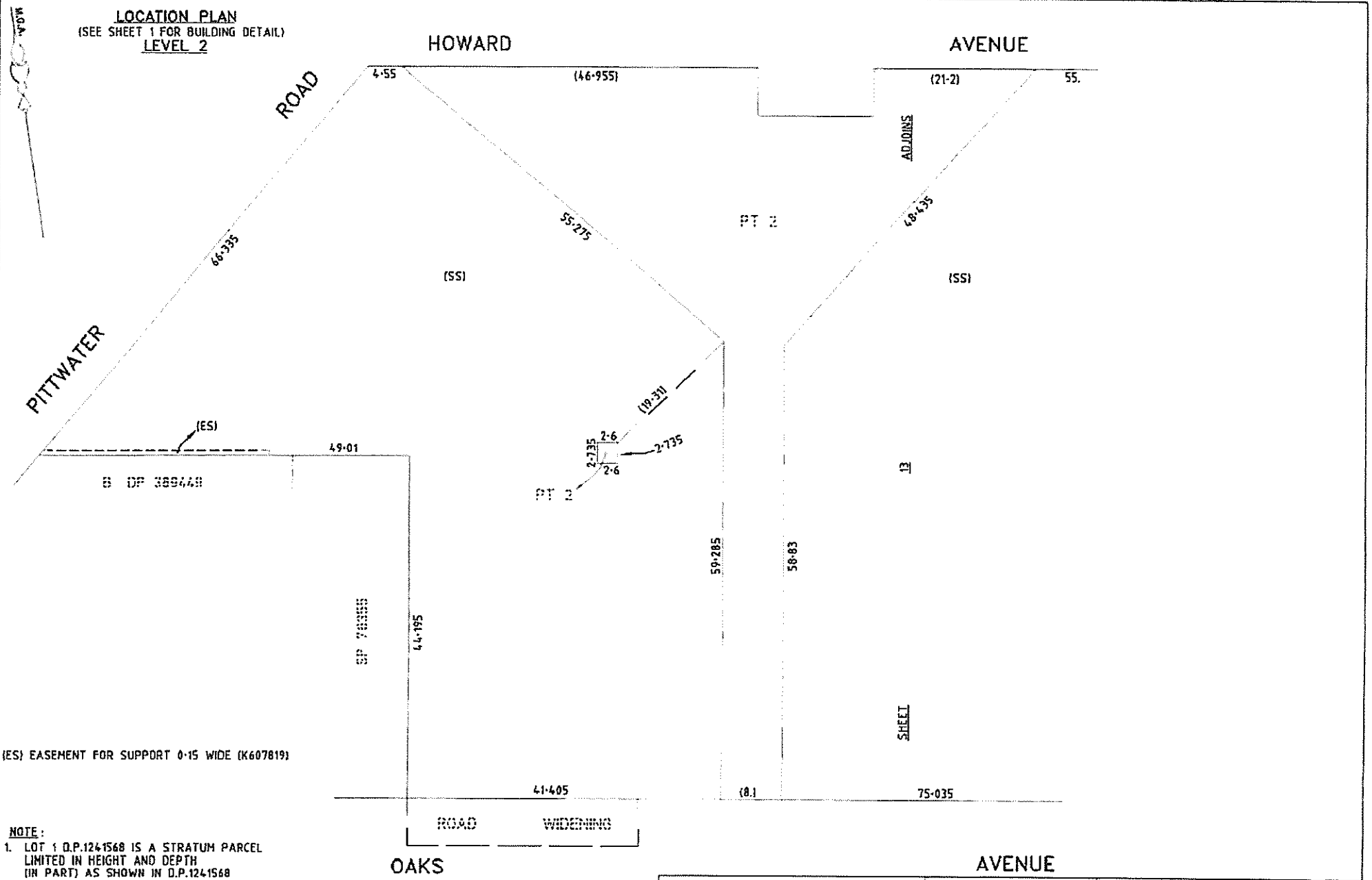
Registered 8.2.2019

SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:12 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 2



(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RES)
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

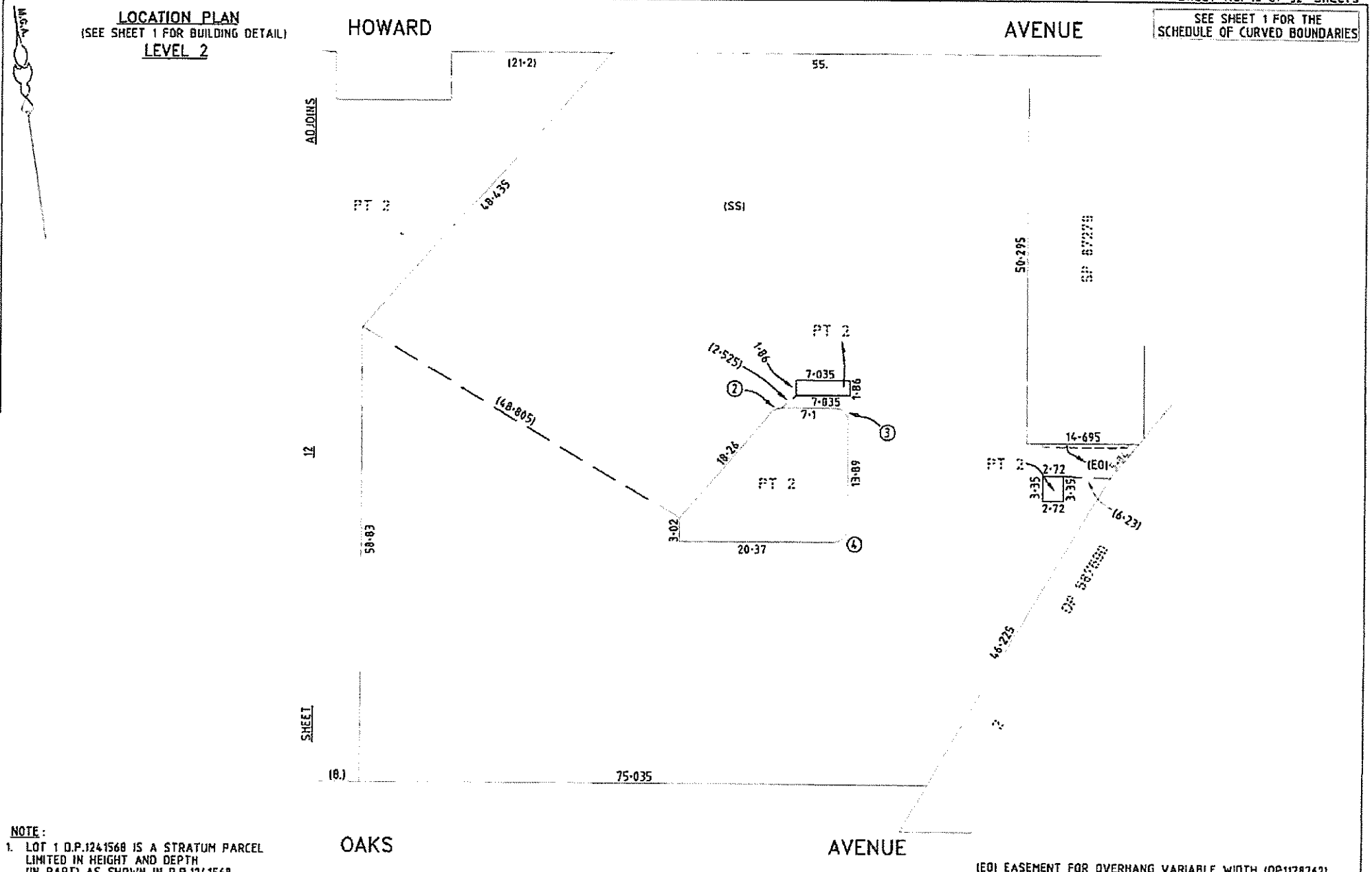
Registered 8.2.2019

SP99040

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:13 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 2

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES



NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

(E01) EASEMENT FOR OVERHANG VARIABLE WIDTH (DP1178762)

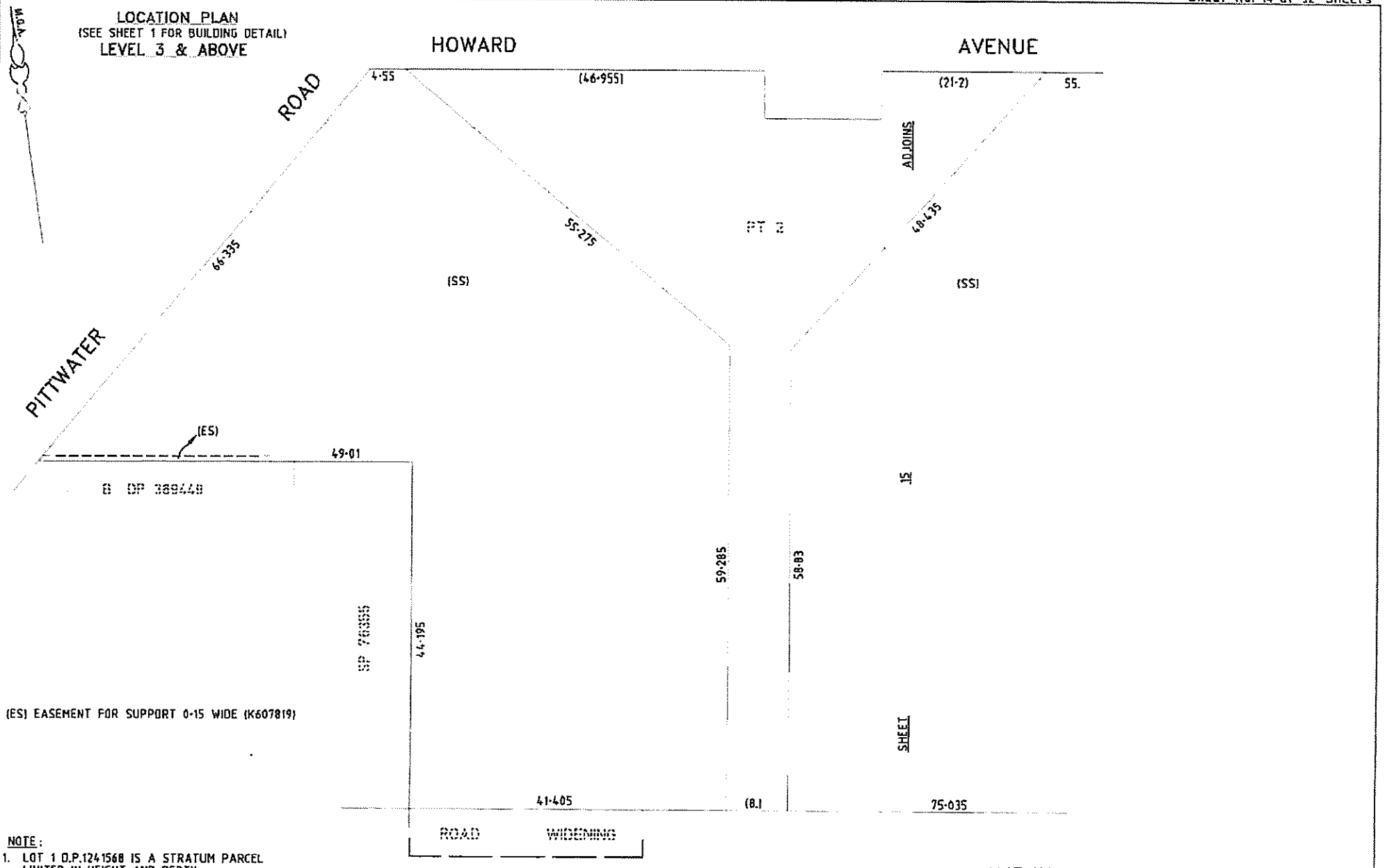
Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG4RESI Subdivision No: SY1800295TO4 Lengths are in metres. Reduction Ratio 1: 450	Registered 8.2.2019	SP99040

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

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:14 of 56
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LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 3 & ABOVE



(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

NOTE:

1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:450

Registered
8.2.2019

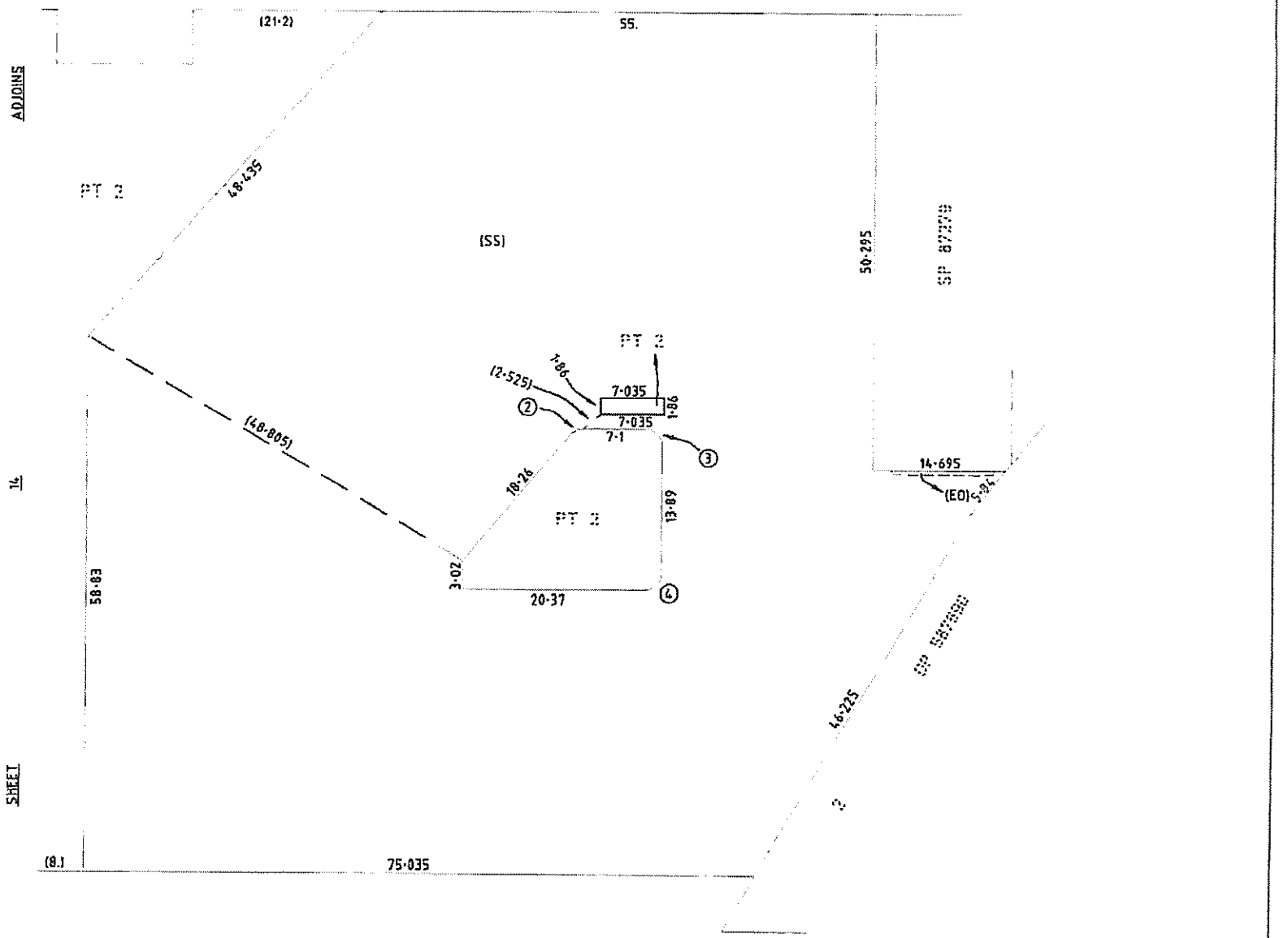
SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

STRATA PLAN FORM 2 (A3) SP99040 WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION cPlan Sheet No. 15 of 52 Sheets

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 3 & ABOVE



NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

(EO) EASEMENT FOR OVERHANG VARIABLE WIDTH (DP1178762)

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG4RES1 Subdivision No: SY1800295T04 Lengths are in metres. Reduction Ratio 1:450	Registered 8.2.2019	SP99040

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

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:15 of 56
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LOCATION PLAN DIAGRAMS

DIAGRAM BG–1
SCALE 1:200

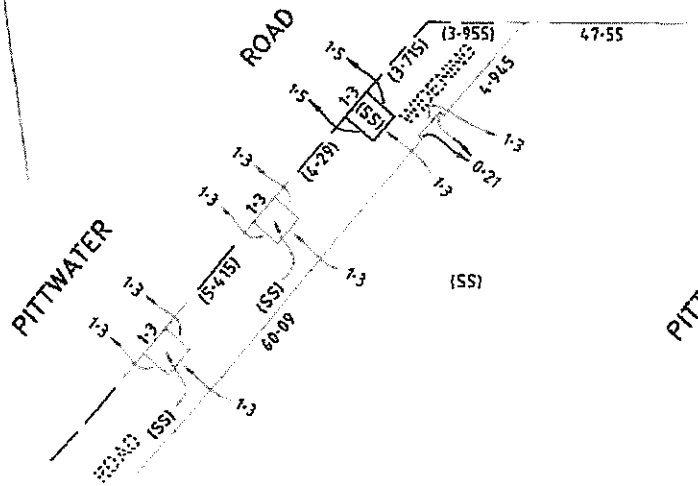


DIAGRAM BG–2
SCALE 1:200

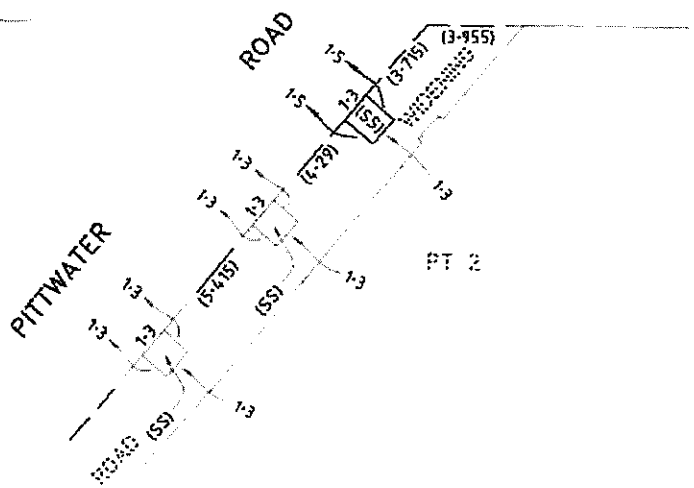


DIAGRAM AG–1
SCALE 1:200

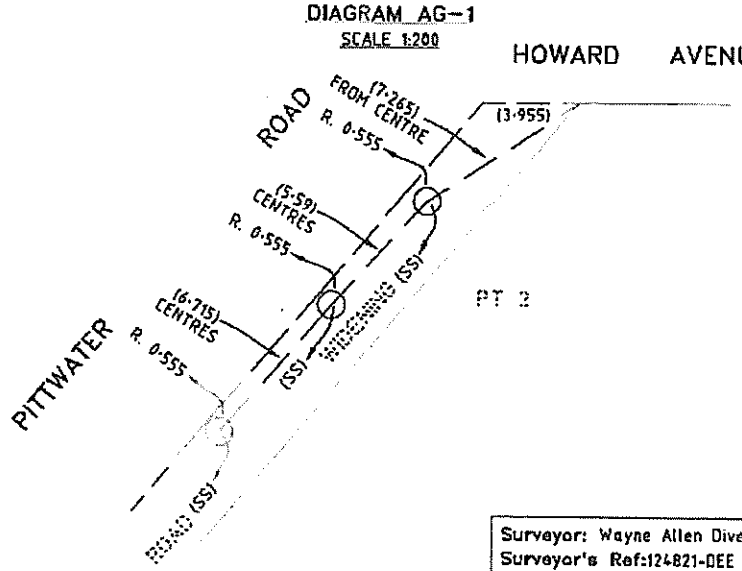
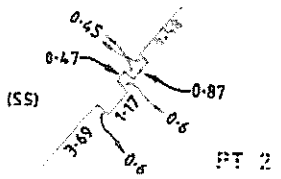


DIAGRAM GL–1
SCALE 1:200



NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 52)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

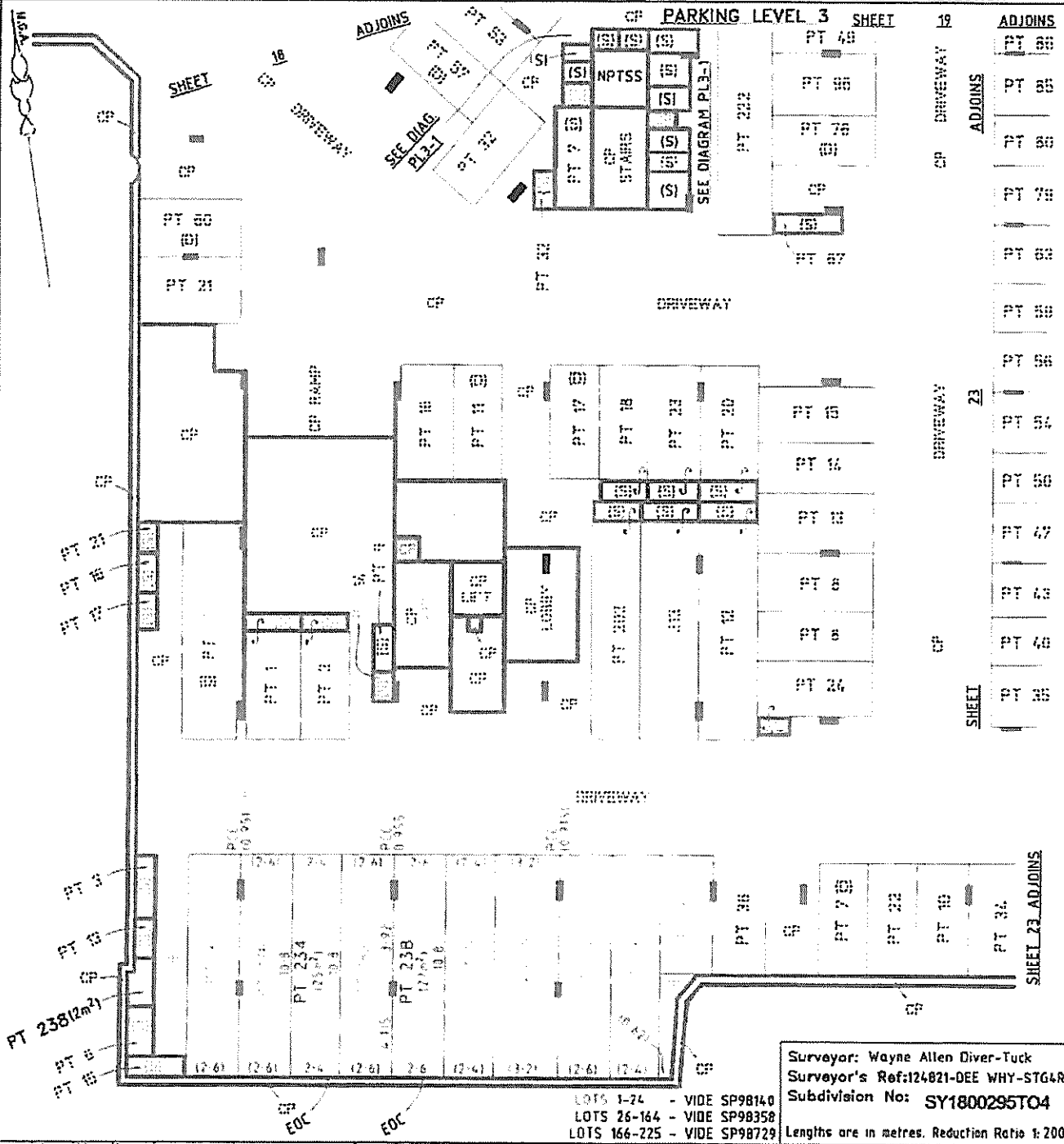
10 20 30 40 50 Table of mm 90 100 110 120 130 140

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG4RESI Subdivision No: SY1800295TO4 Lengths are in metres. Reduction Ratio 1: SEE SHEET	Registered 8.2.2019	SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:17 of 56
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PARKING LEVEL 3



SEE SHEET 24 FOR DIAGRAM PL3-1

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

EOC DENOTES EDGE OF CONCRETE SLAB

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

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

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOTS 1-24 - VIDE SP98140
LOTS 26-164 - VIDE SP98358
LOTS 166-225 - VIDE SP98729

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1: 200

Registered 8.2.2019

SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:18 of 56
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SEE SHEET 24 FOR DIAGRAMS PL3-1 & PL3-2

PARKING LEVEL 3

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

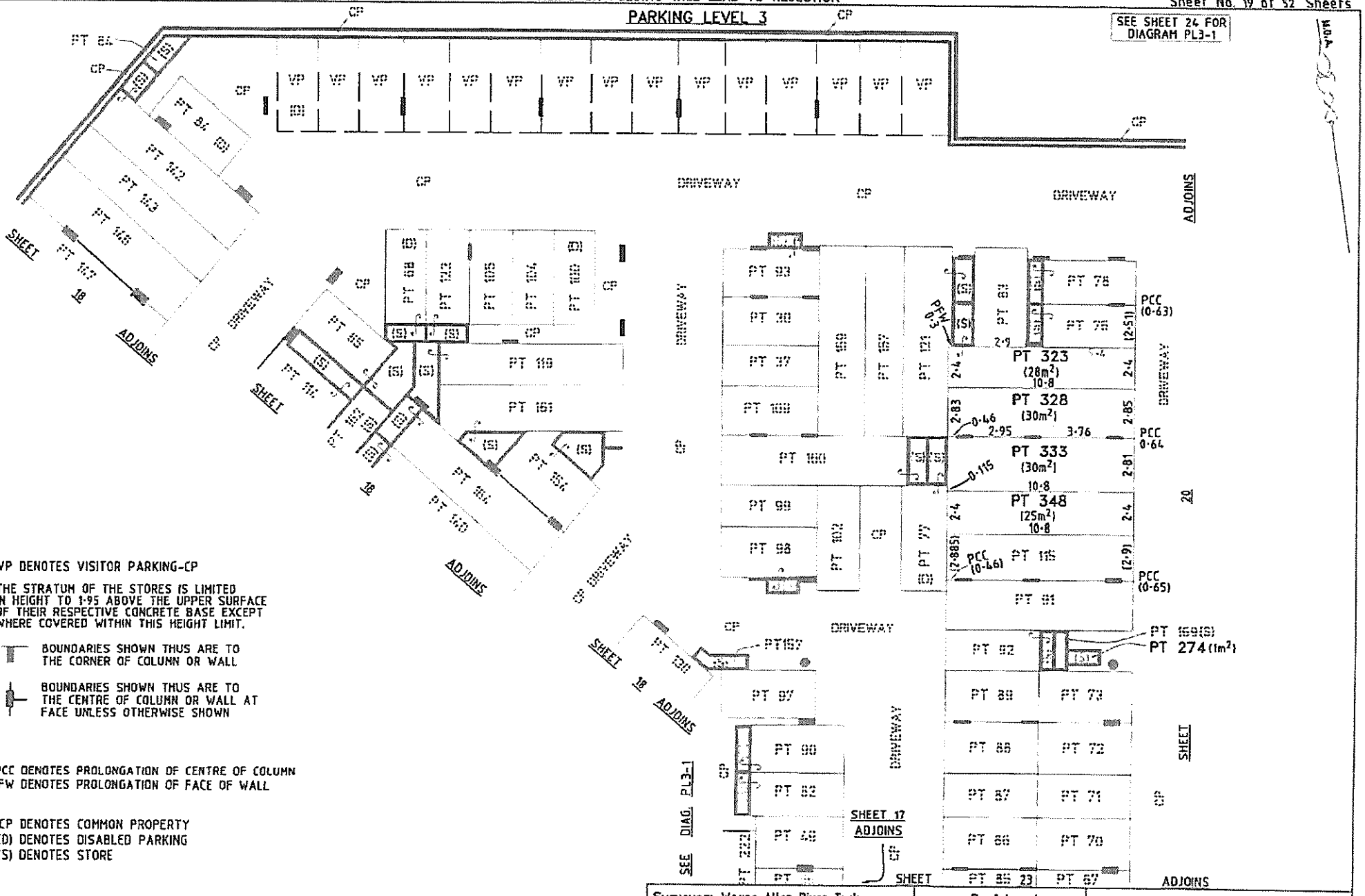
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME


SHEET 19 ADJOINS
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Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:19 of 56
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PARKING LEVEL 3



VP DENOTES VISITOR PARKING-CP

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOTS 26-164 - VIDE SP98358
LOTS 166-225 - VIDE SP98729

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TC04
Lengths are in metres. Reduction Ratio 1:200

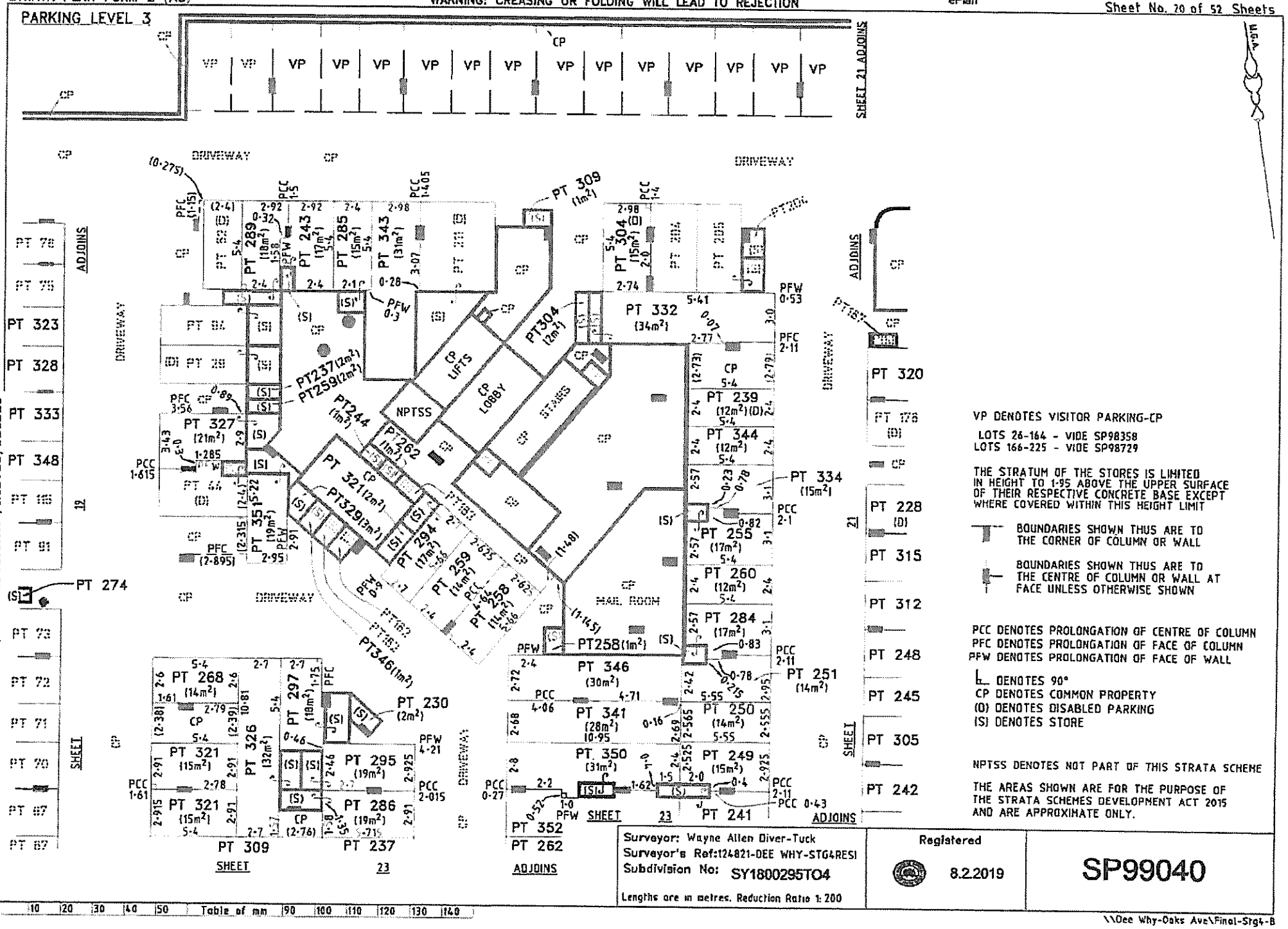
Registered 8.2.2019

SP99040

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

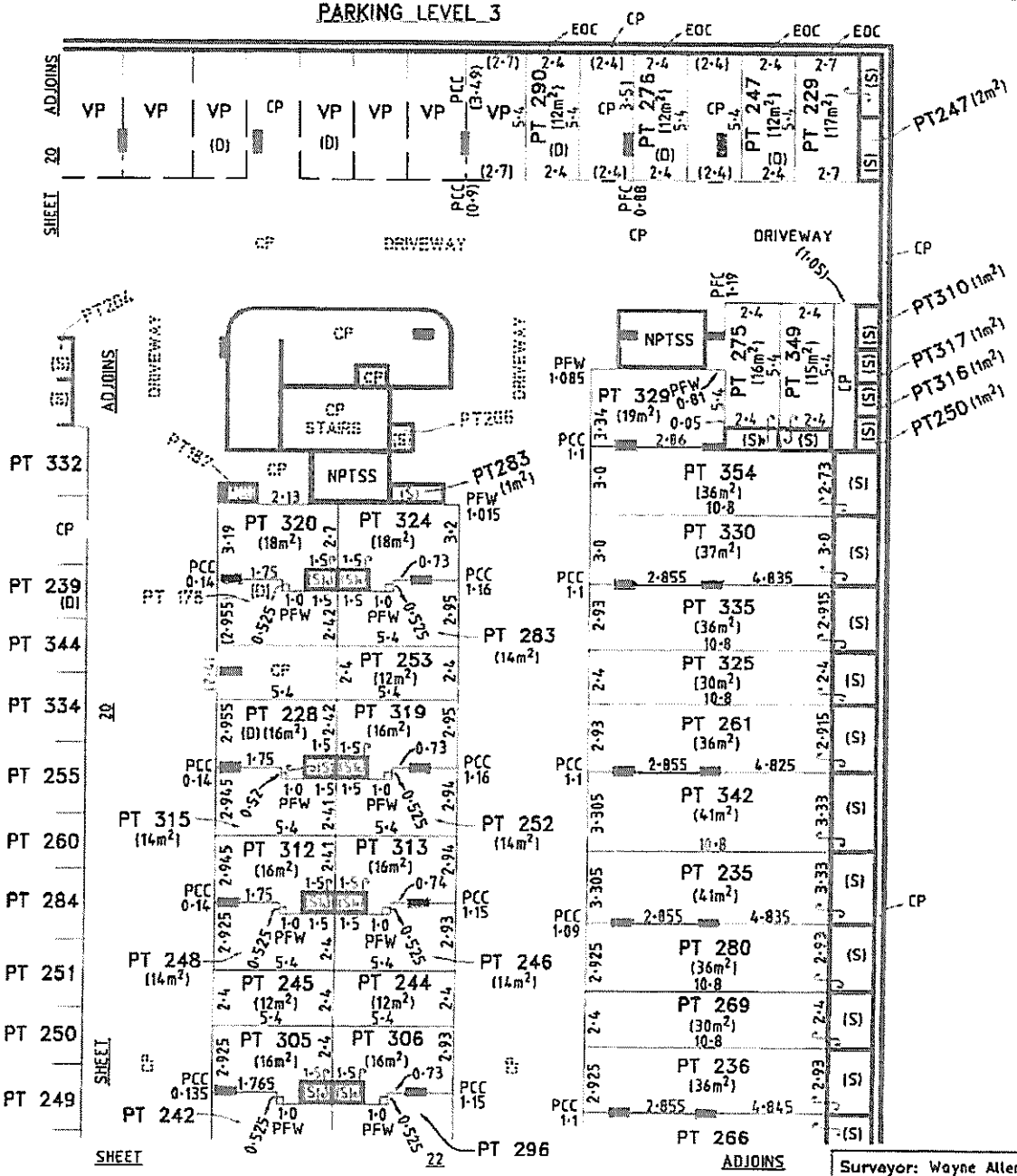
\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:20 of 56
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PARKING LEVEL 3



EOC DENOTES EDGE OF CONCRETE SLAB
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

LOTS 166-225 - VIDE SP98729

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4

Lengths are in metres. Reduction Ratio 1: 200

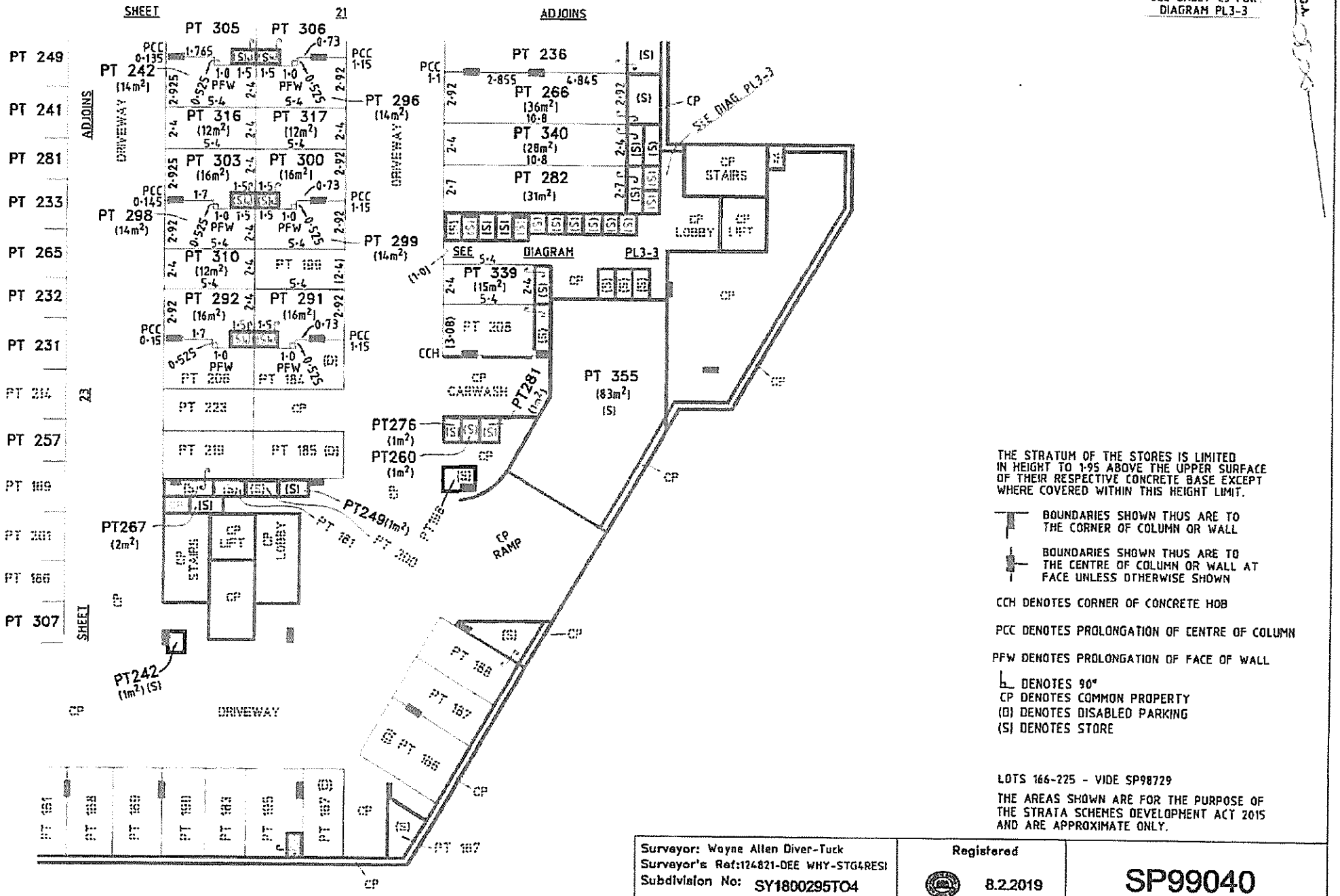
Registered 8.2.2019

SP99040

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

\\Dee Why-Oaks Ave\Final-Stg4-B

PARKING LEVEL 3



SEE SHEET 25 FOR DIAGRAM PL3-3

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

CCH DENOTES CORNER OF CONCRETE HOB

PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

PFW DENOTES PROLONGATION OF FACE OF WALL

DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

LOTS 166-225 - VIDE SP98729

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

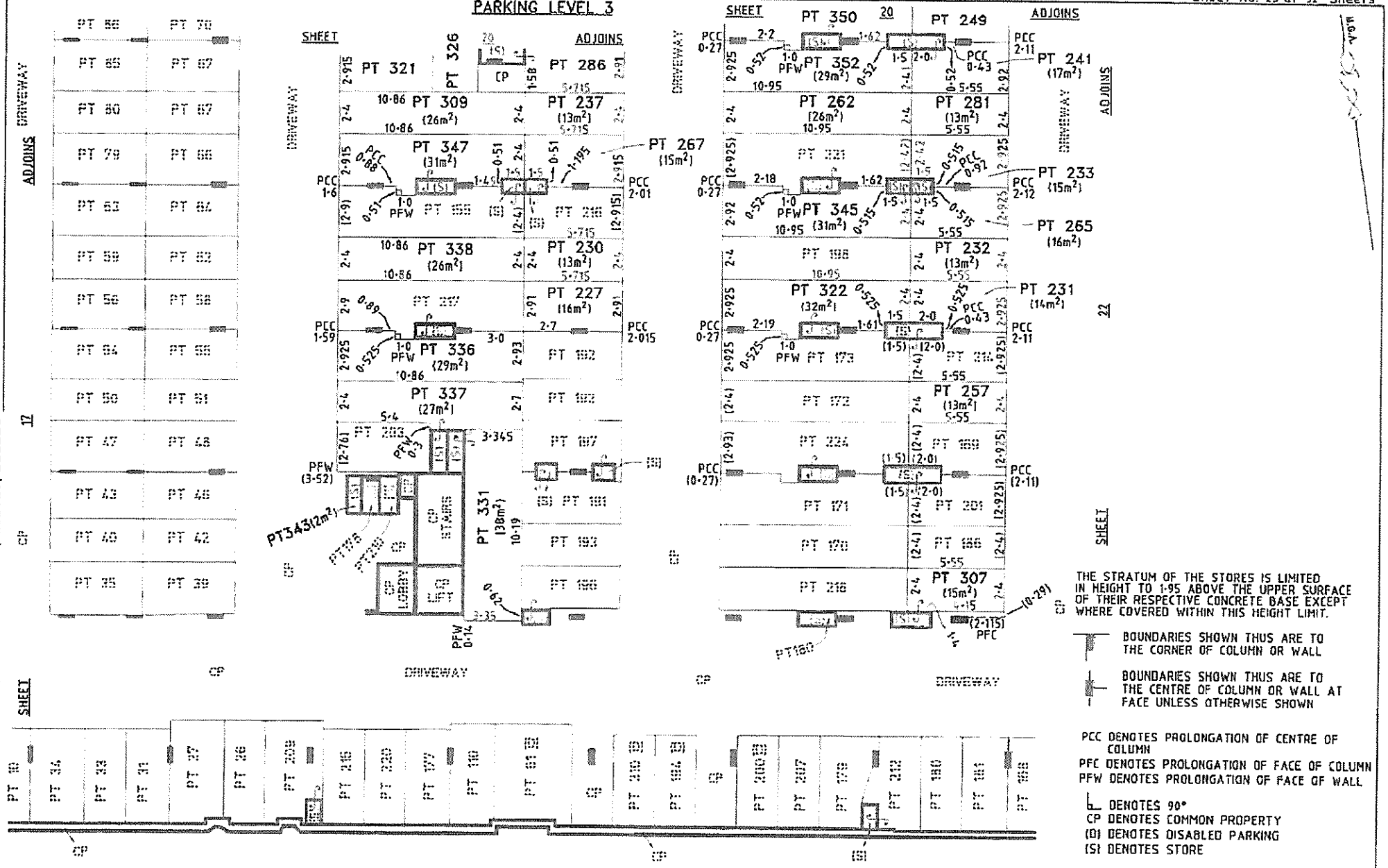
Registered 8.2.2019

SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:22 of 56
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PARKING LEVEL 3



THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOTS 1-24 - VIDE SP98140
LOTS 26-164 - VIDE SP98358
LOTS 166-225 - VIDE SP98729

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

Registered 8.2.2019

SP99040

\\Dee Why-Oaks Ave\Final-Stg4-8

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NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

DIAGRAM PL3–1
NOT TO SCALE

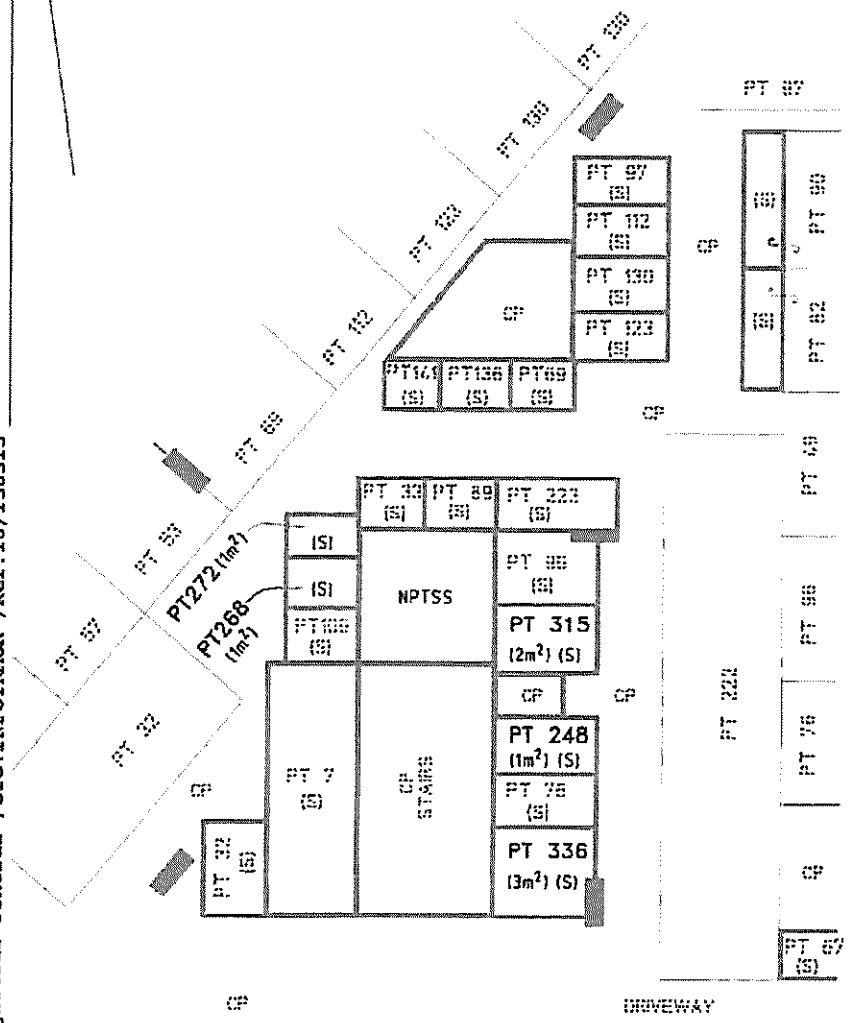
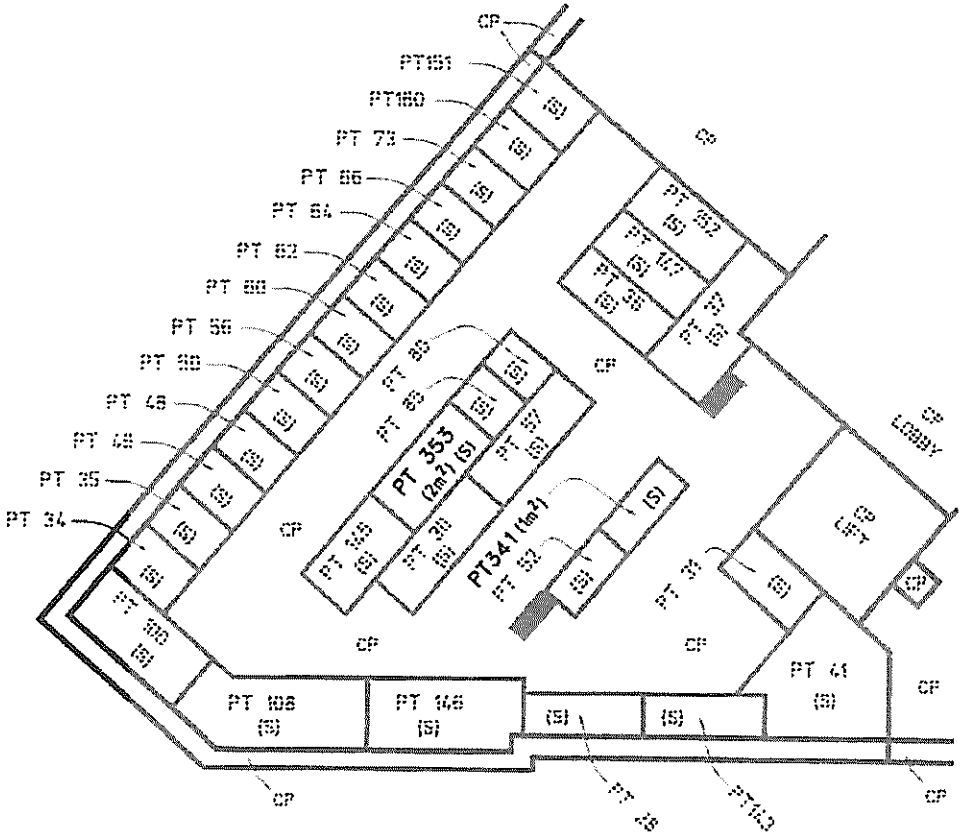


DIAGRAM PL3–2
NOT TO SCALE



CP DENOTES COMMON PROPERTY

(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

LOTS 1–24 - VIDE SP98140
LOTS 26–164 - VIDE SP98358
LOTS 166–225 - VIDE SP98729

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1: SEE SHEET

Registered 8.2.2019

SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:24 of 56
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PARKING LEVEL 2

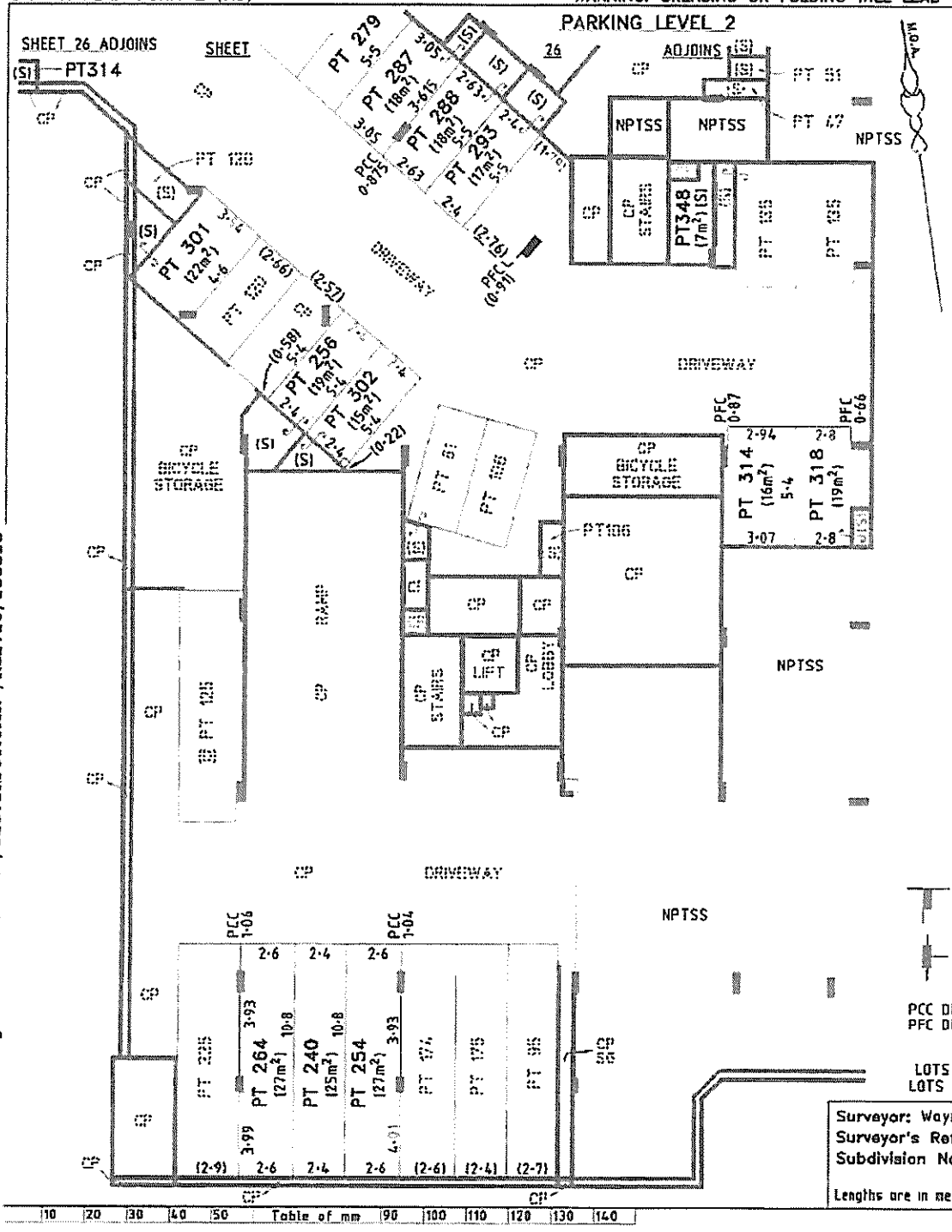
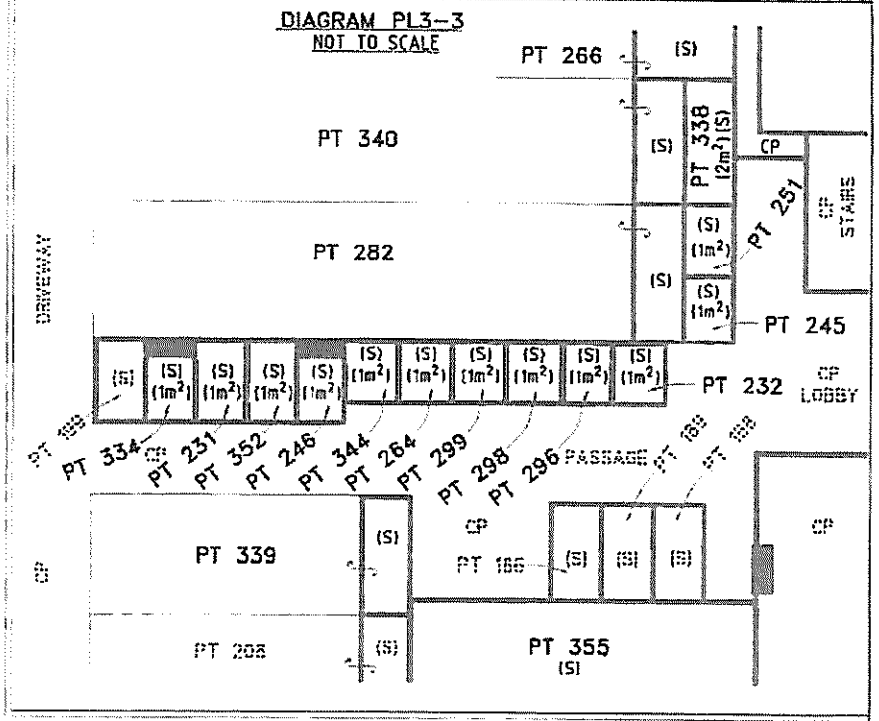


DIAGRAM PL3-3
NOT TO SCALE



THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

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
PFC DENOTES PROLONGATION OF FACE OF COLUMN

LOTS 26-164 - VIDE SP98358
LOTS 166-225 - VIDE SP98729

L DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE
SG DENOTES SLIDING GATE

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

Registered 8.2.2019

SP99040

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

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

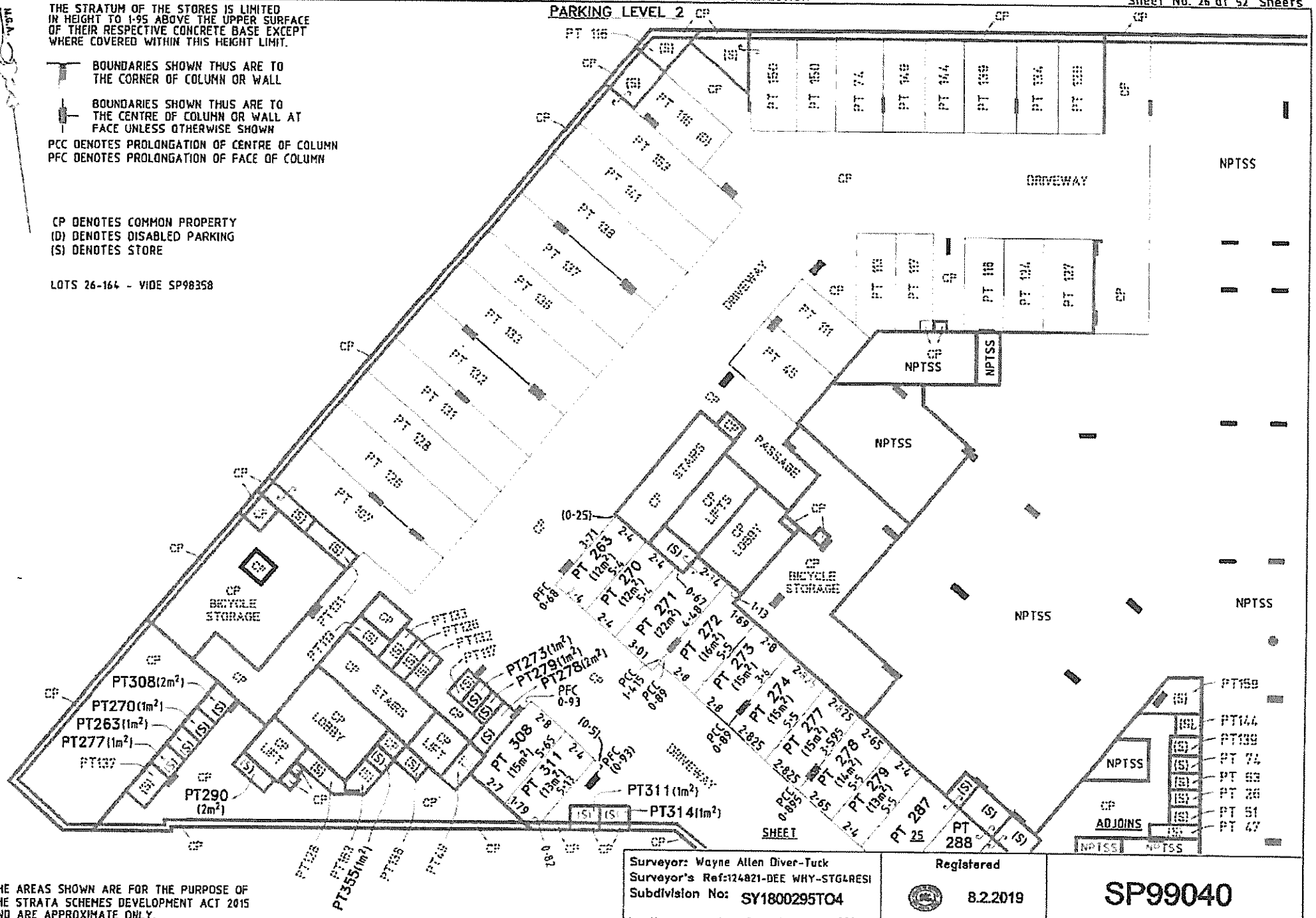
BOUNDARIES SHOWN THUS ARE TO THE CENTRE OF COLUMN OR WALL AT FACE UNLESS OTHERWISE SHOWN

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

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

LOTS 26-164 - VIDE SP98358

PARKING LEVEL 2



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG&RESI
Subdivision No: SY1800295TO4

Lengths are in metres. Reduction Ratio 1: 200

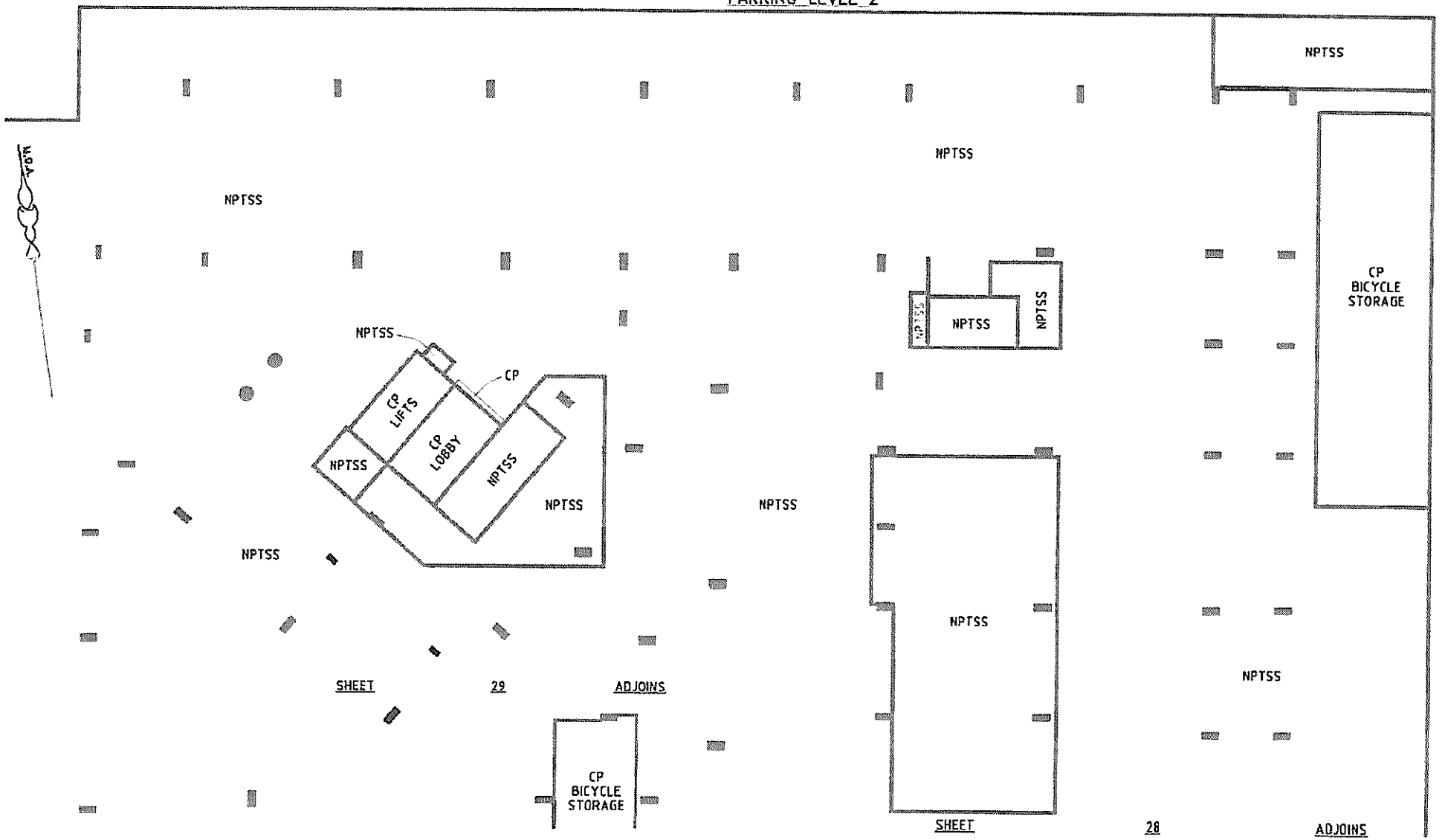
Registered 8.2.2019

SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

Seq:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:26 of 56
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PARKING LEVEL 2



CP DENOTES COMMON PROPERTY
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

Registered 8.2.2019

SP99040

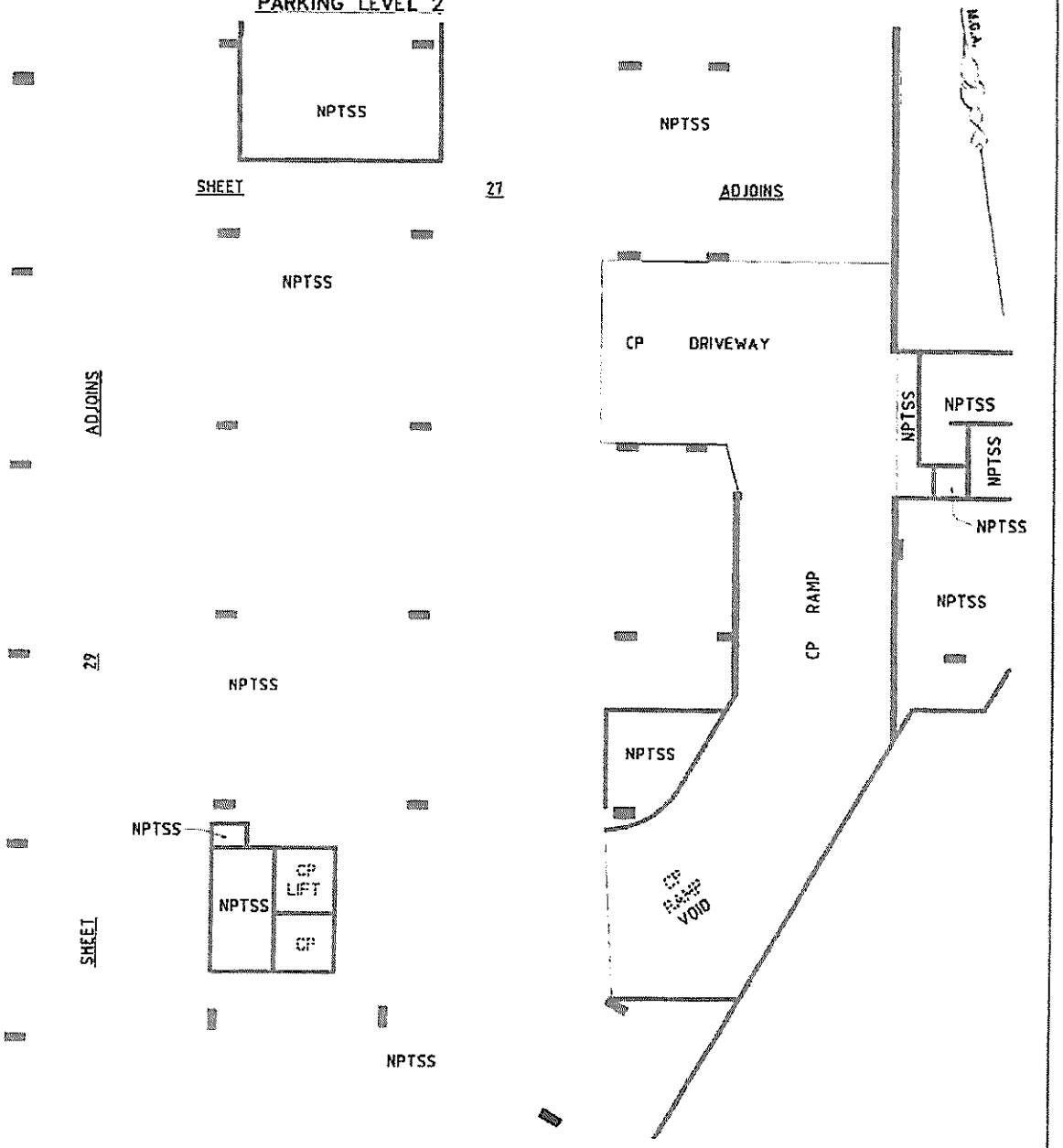
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\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:27 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:28 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

PARKING LEVEL 2



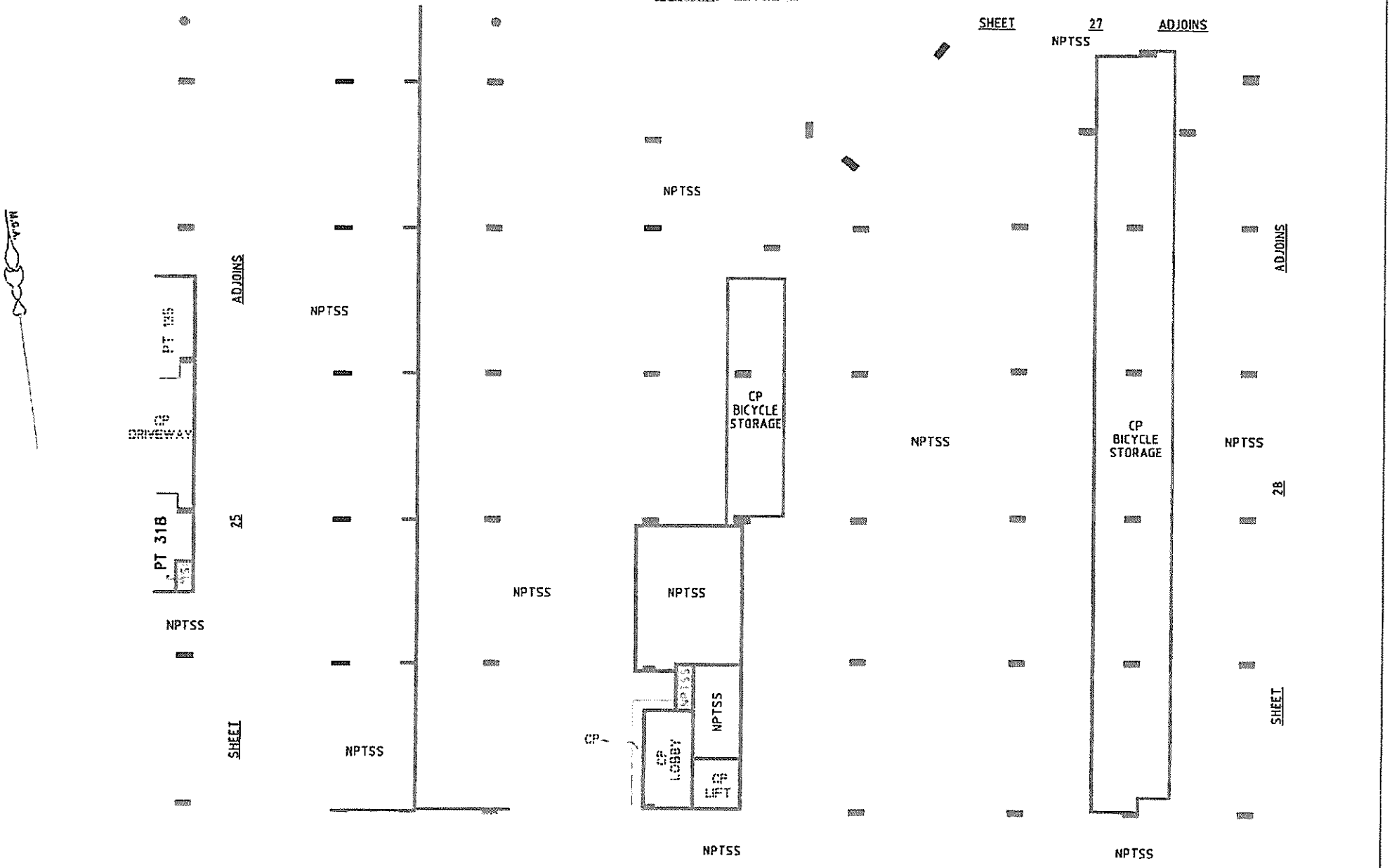
CP DENOTES COMMON PROPERTY

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG4RESI Subdivision No: SY1800295TO4 Lengths are in metres. Reduction Ratio 1:200	Registered 8.2.2019	SP99040

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

PARKING LEVEL 2



CP DENOTES COMMON PROPERTY
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG4RES1 Subdivision No: SY1800295TO4 Lengths are in metres. Reduction Ratio 1:200	Registered 8.2.2019	SP99040

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

\\Dee Wry-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:29 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:30 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

PARKING LEVEL 1 (WEST)

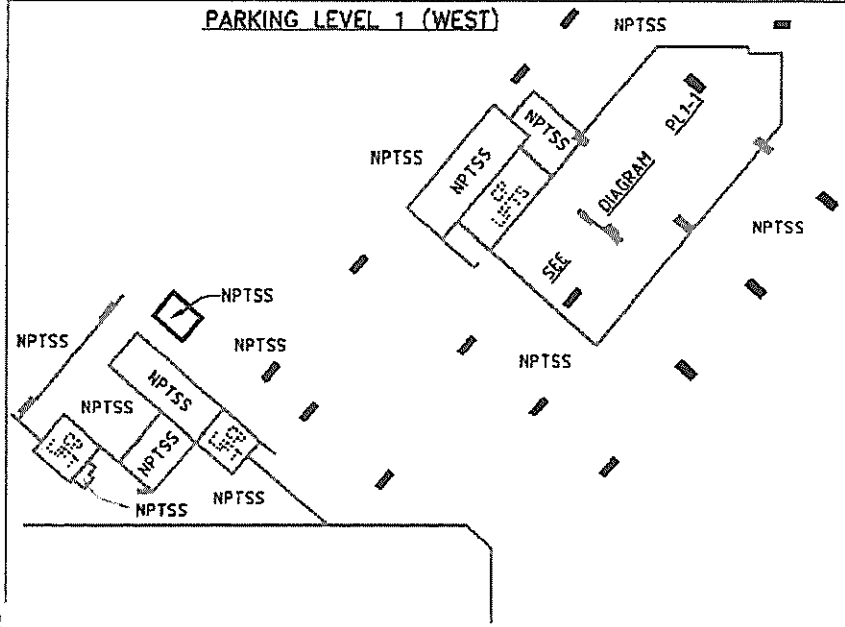
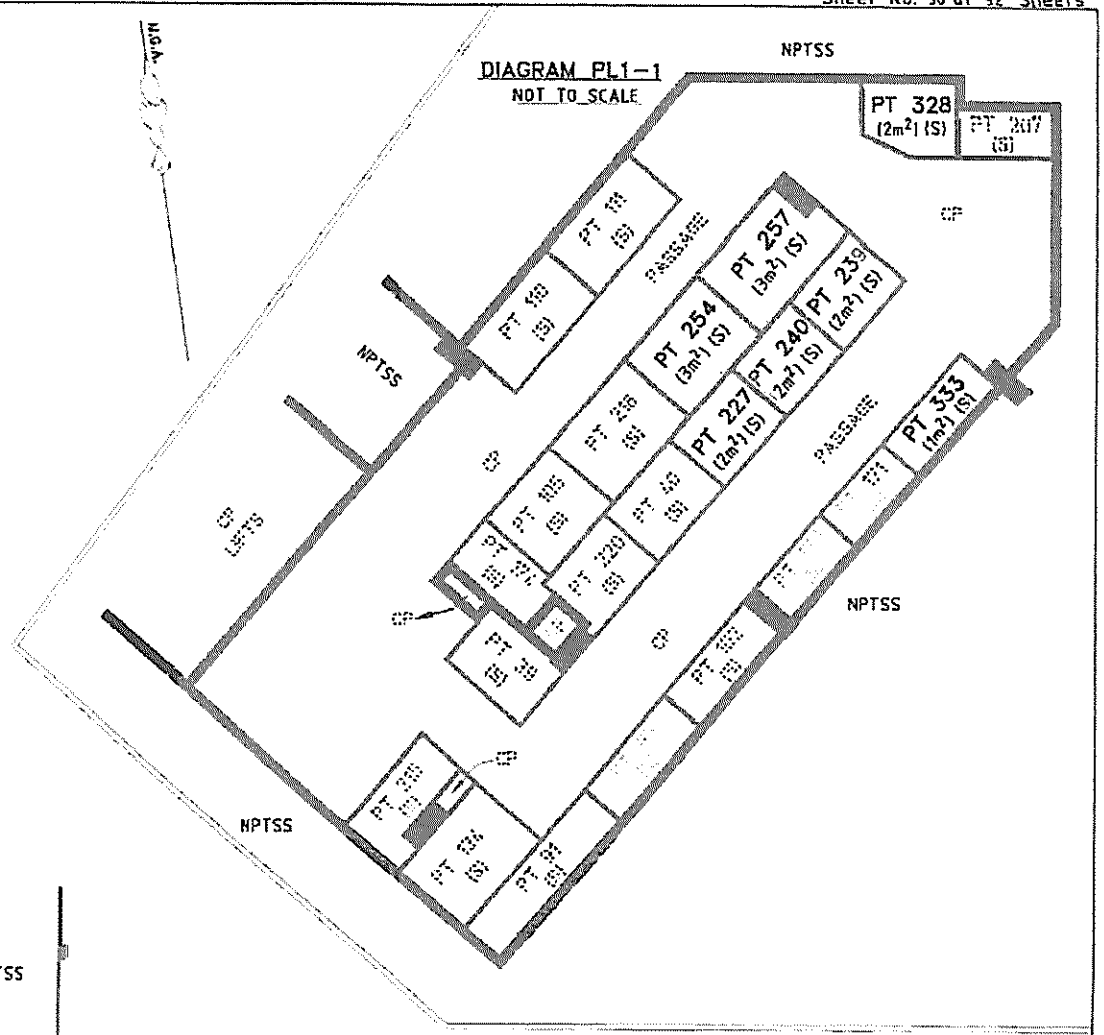
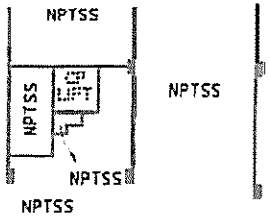


DIAGRAM PL1-1

NOT TO SCALE

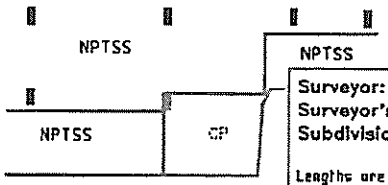




LOTS 26-164 - VIDE SP98358
LOTS 166-225 - VIDE SP98729

CP DENOTES COMMON PROPERTY
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME
(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4

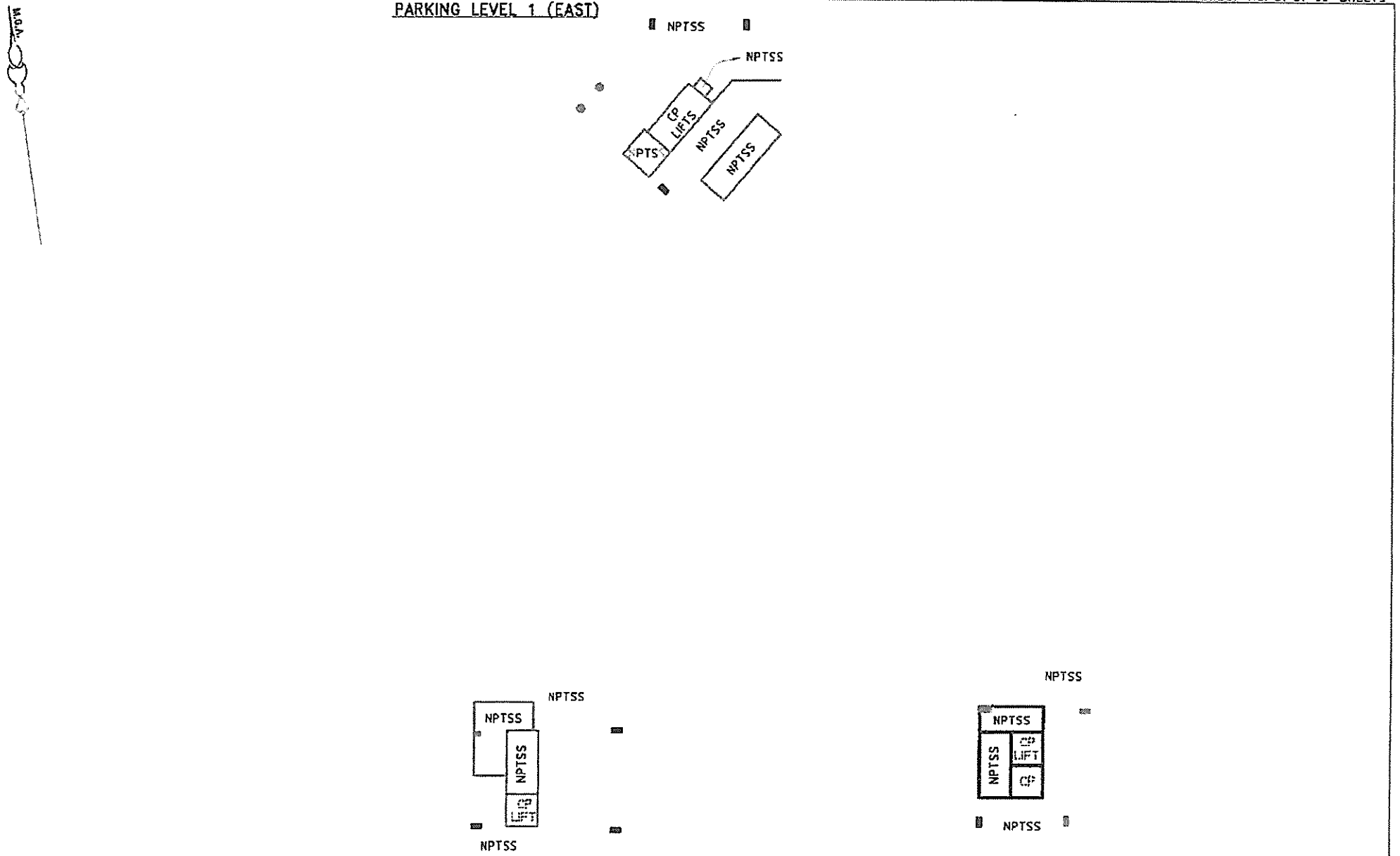
Lengths are in metres. Reduction Ratio 1:300

Registered 8.2.2019

SP99040

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

PARKING LEVEL 1 (EAST)



CP DENOTES COMMON PROPERTY

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4

Lengths are in metres. Reduction Ratio 1:300

Registered 8.2.2019

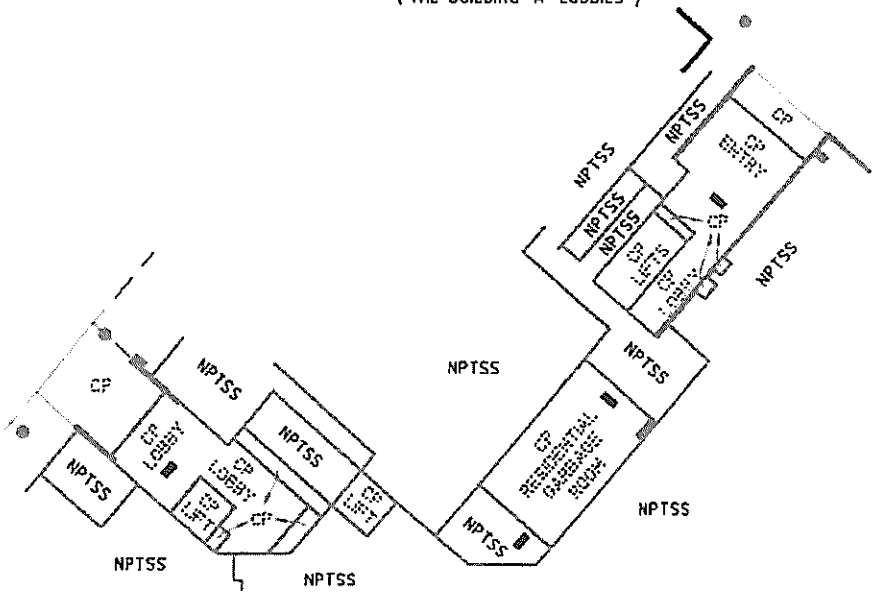
SP99040

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:31 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:32 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

GROUND LEVEL (WEST)

(SHOWING THE LOCATION OF THE BUILDING 'A' LOBBIES)



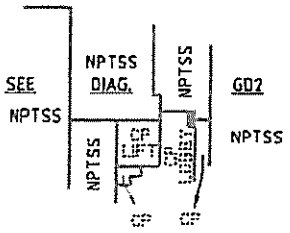
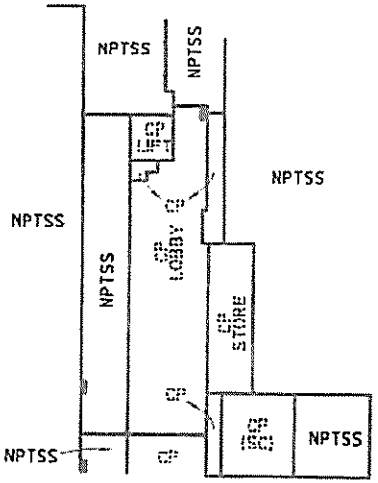


DIAGRAM GD2

(SHOWING THE LOCATION OF THE BUILDING 'D' LOBBY)



(SC) DENOTES SUBSTATION CHAMBER
CP DENOTES COMMON PROPERTY

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Oliver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4

Lengths are in metres. Reduction Ratio 1:300

Registered 8.2.2019

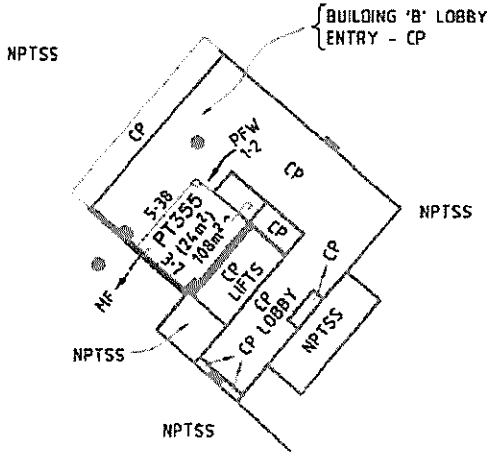
SP99040

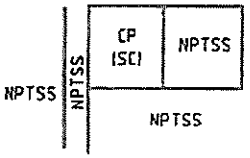
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg4-B

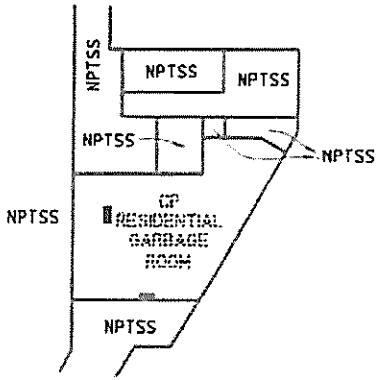
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© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

GROUND LEVEL (EAST)









DENOTES 90°
MF DENOTES MANAGERS FACILITY
PFW DENOTES PROLONGATION OF FACE OF WALL
(SC) DENOTES SUBSTATION CHAMBER
CP DENOTES COMMON PROPERTY

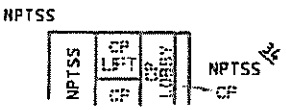
THE STRATUM OF THE MANAGERS FACILITY IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE.

TILING WITHIN THE MANAGERS FACILITY IS NOT COMMON PROPERTY.

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

SEE SHEET 34



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

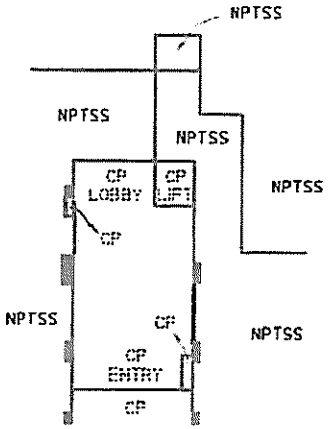
Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:300

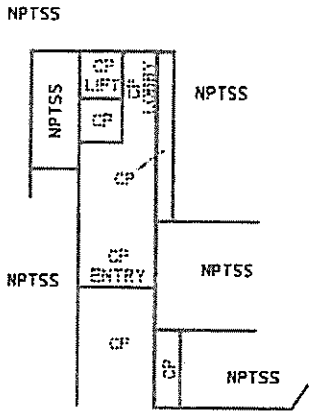
Registered 8.2.2019

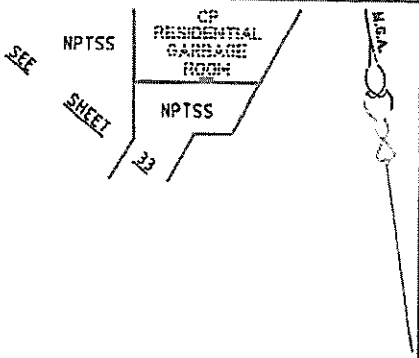
SP99040

GROUND LEVEL (EAST)

(SHOWING THE LOCATION OF THE BUILDING 'C' LOBBIES)







CP DENOTES COMMON PROPERTY

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4

Lengths are in metres. Reduction Ratio 1:300

Registered 8.2.2019

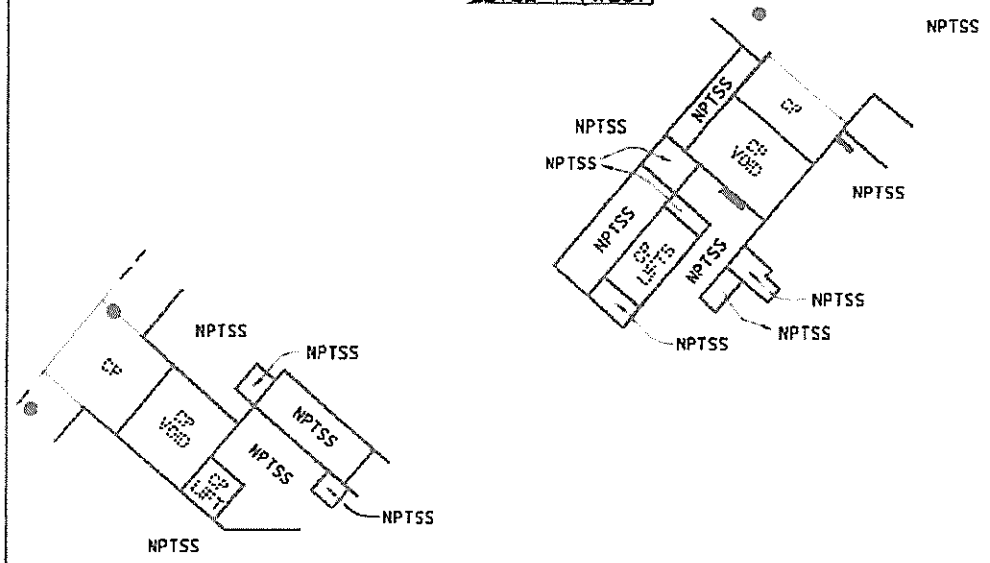
SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:34 of 56
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Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:35 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

LEVEL 1 (WEST)



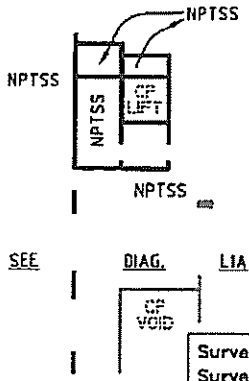
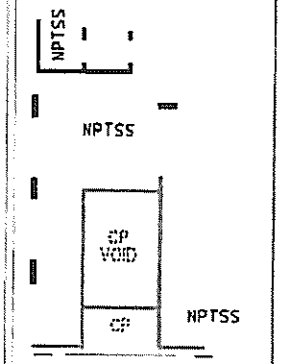


DIAGRAM L1A



CP DENOTES COMMON PROPERTY
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG&RES)
Subdivision No: SY1800295TO4

Lengths are in metres. Reduction Ratio 1:300

Registered 8.2.2019

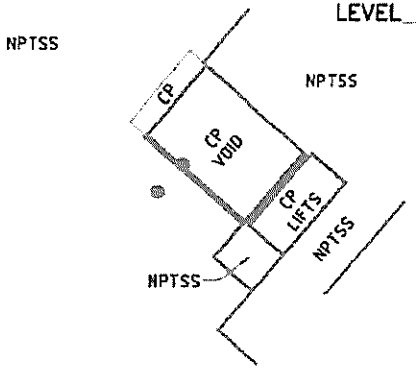
SP99040

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

\\Dee Why-Oaks Ave\Final-Stg4-B

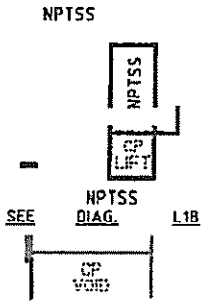
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© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

LEVEL 1 (EAST)



CP DENOTES COMMON PROPERTY

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME



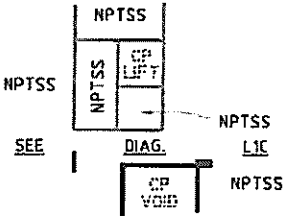


DIAGRAM L1B

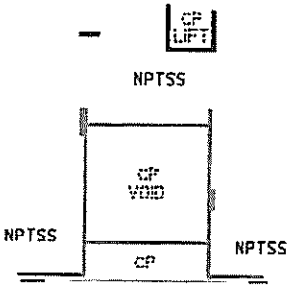
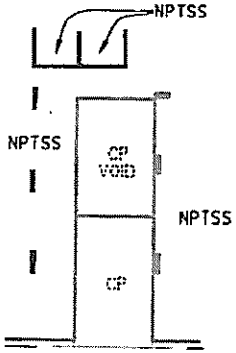


DIAGRAM L1C



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4

Lengths are in metres. Reduction Ratio 1:300

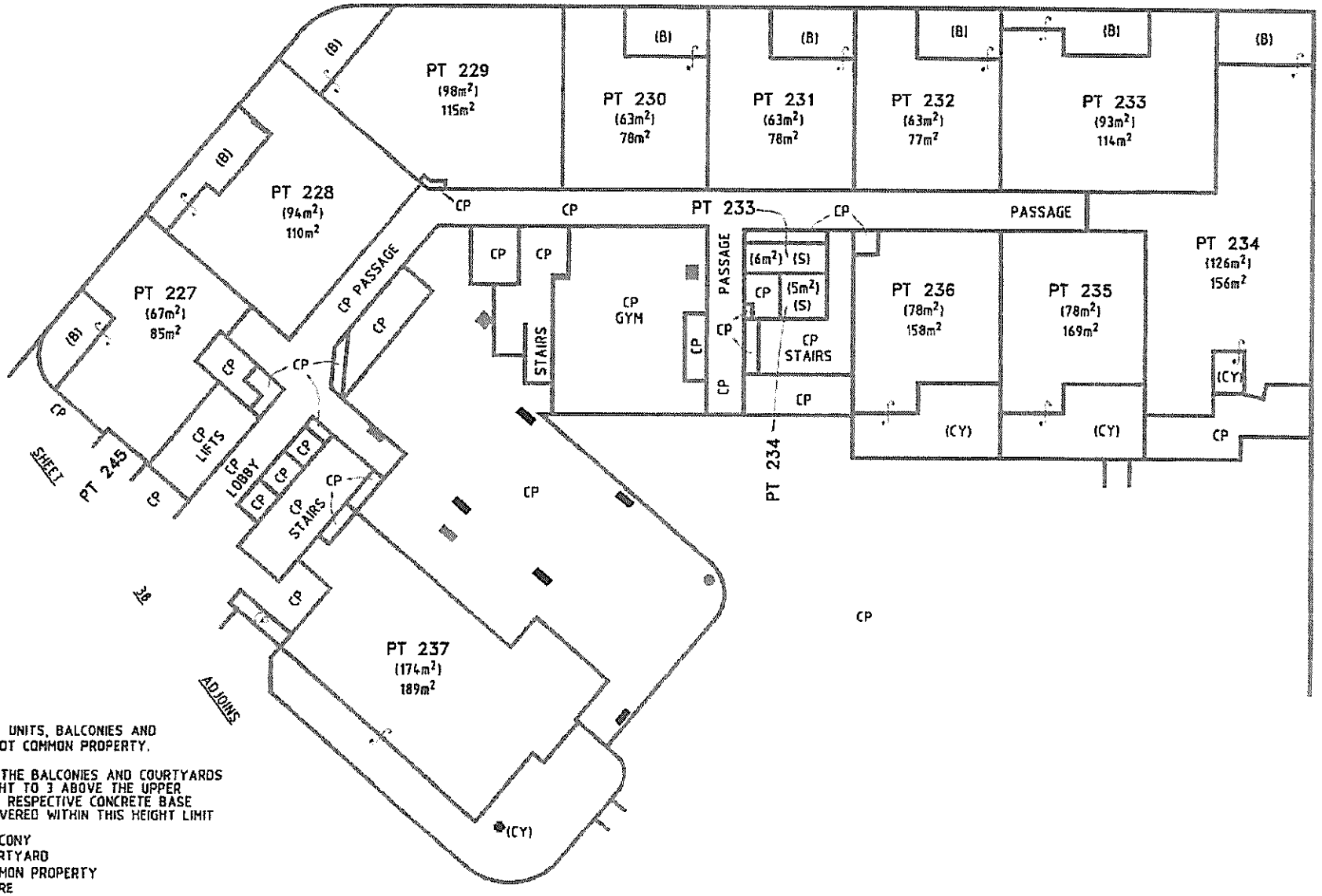
Registered 8.2.2019

SP99040

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

Reg:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:37 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'
LEVEL 2



TILING WITHIN THE UNITS, BALCONIES AND COURTYARDS IS NOT COMMON PROPERTY.

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

(B) DENOTES BALCONY
(CY) DENOTES COURTYARD
CP DENOTES COMMON PROPERTY
(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124021-DEE WHY-STG4RES1
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

Registered
8.2.2019

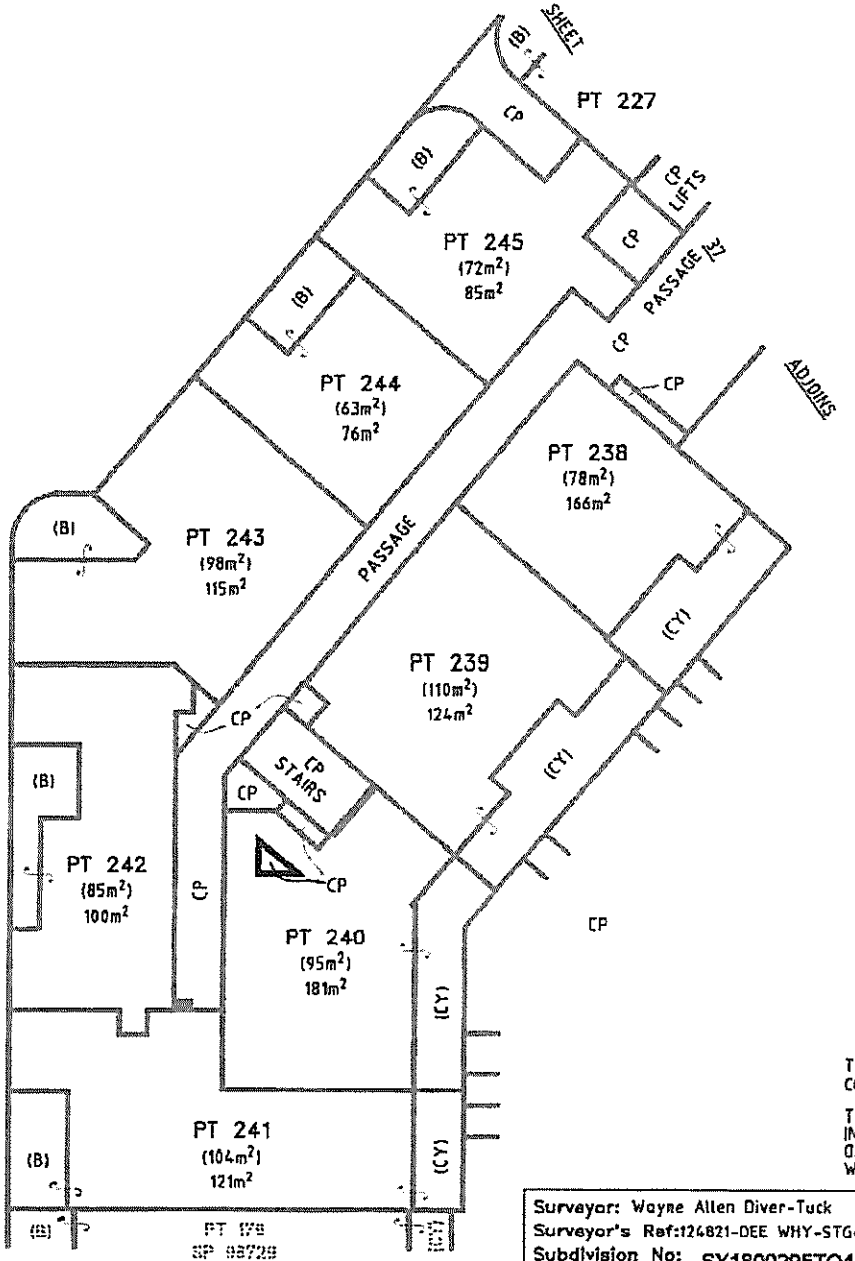
SP99040

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

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:38 of 56
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BUILDING 'B'
LEVEL 2



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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS, BALCONIES AND COURTYARDS IS NOT COMMON PROPERTY.

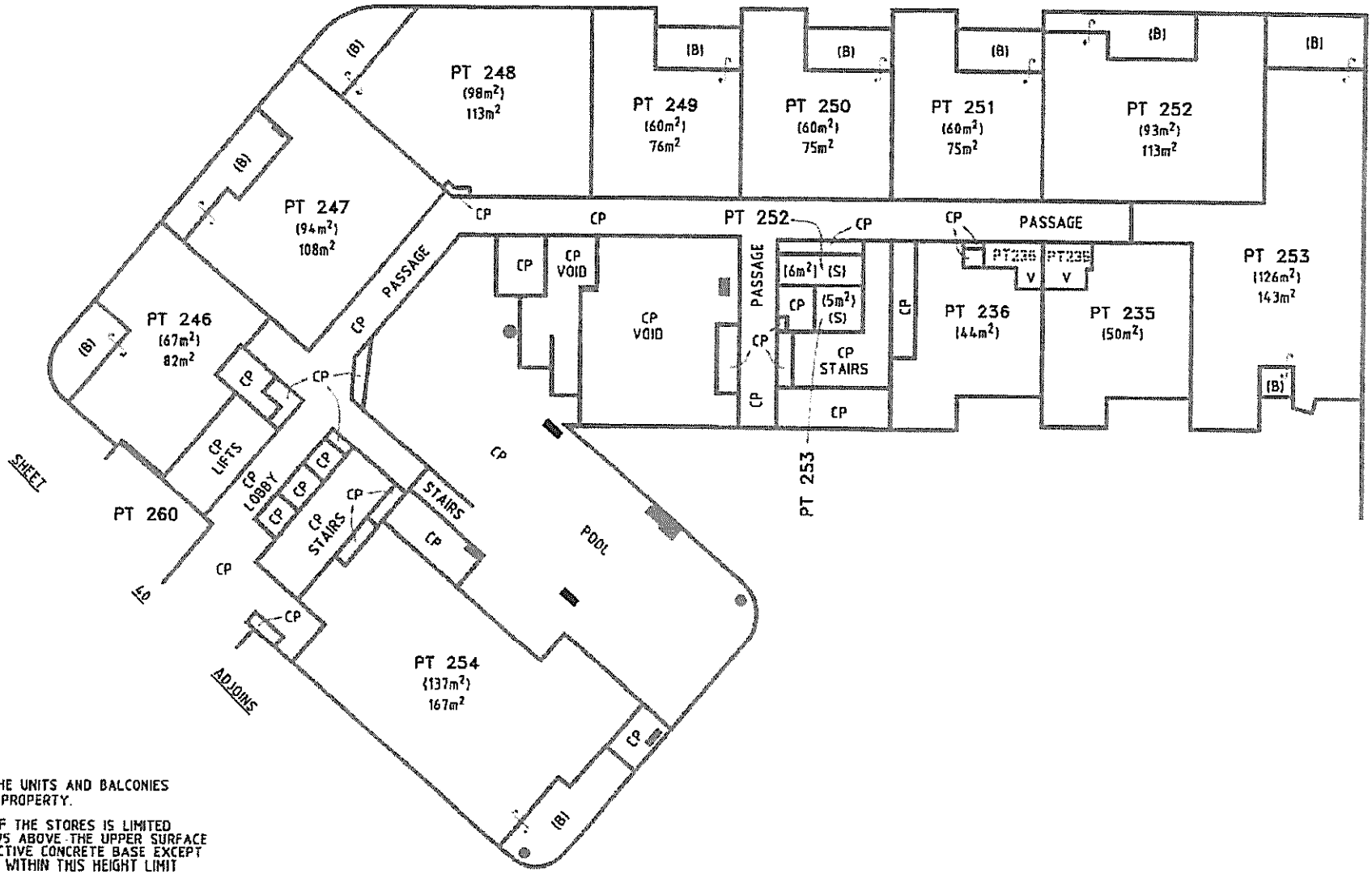
THE STRATUM OF THE COURTYARDS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG4RES1 Subdivision No: SY1800295TO4 Lengths are in metres. Reduction Ratio 1:200	Registered 8.2.2019	SP99040

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

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:39 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'
LEVEL 3



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
(S) DENOTES STORE
V DENOTES VOID (STAIRS)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

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

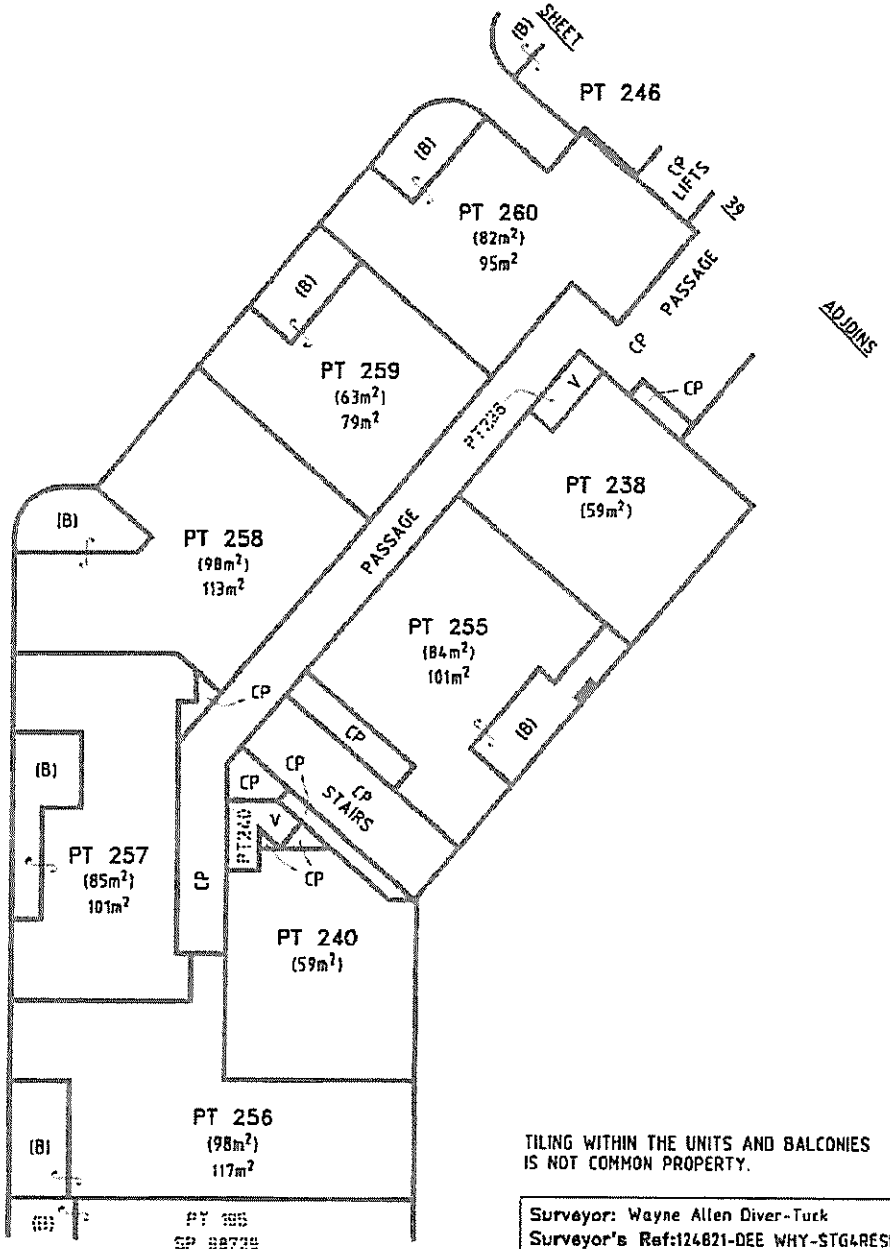
Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

Registered 8.2.2019

SP99040

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:40 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'
LEVEL 3



(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
V DENOTES VOID (STAIRS)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4

Lengths are in metres. Reduction Ratio 1:200

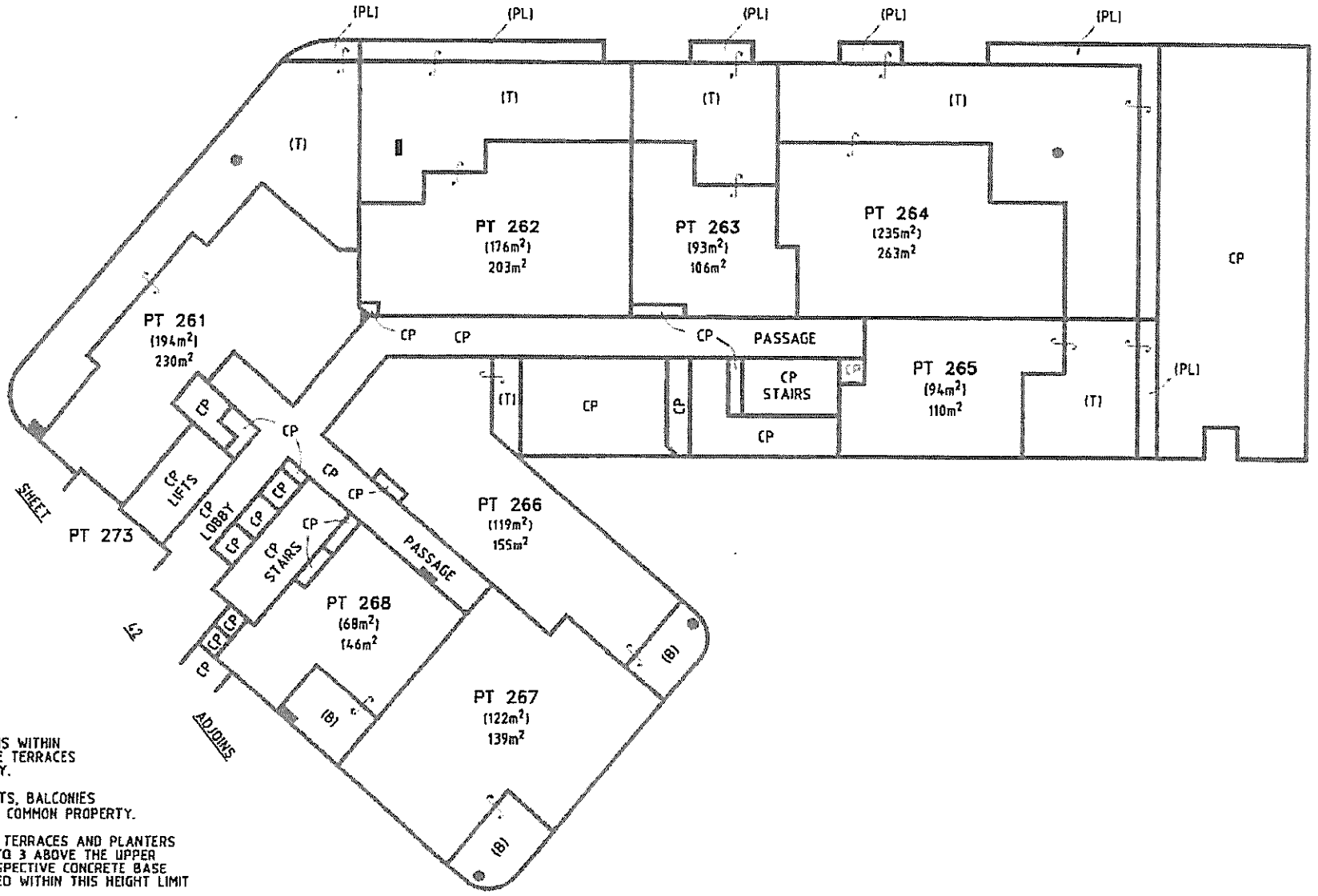
Registered 8.2.2019

SP99040

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

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:41 of 56
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BUILDING 'B'
LEVEL 4



SLIDING METAL SCREENS WITHIN AND ADJACENT TO THE TERRACES ARE COMMON PROPERTY.

TILING WITHIN THE UNITS, BALCONIES AND TERRACES IS NOT COMMON PROPERTY.

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

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

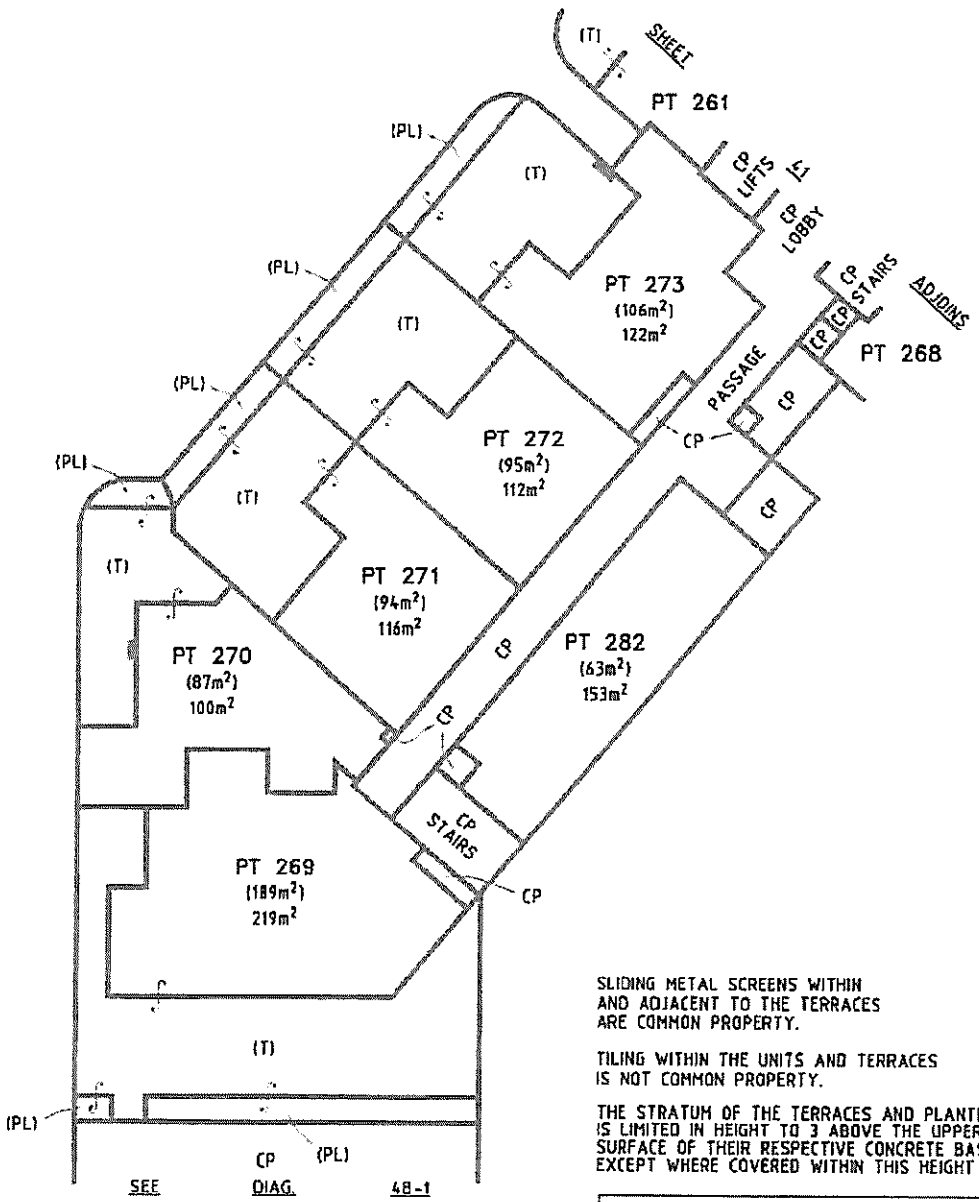
Surveyor: Wayne Allen Diver-Tuck	Registered	SP99040
Surveyor's Ref:124821-DEE WHY-STG4RESI		
Subdivision No: SY1800295TO4	8.2.2019	
Lengths are in metres. Reduction Ratio 1: 200		

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

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:42 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'
LEVEL 4



(PL) DENOTES PLANTER
(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

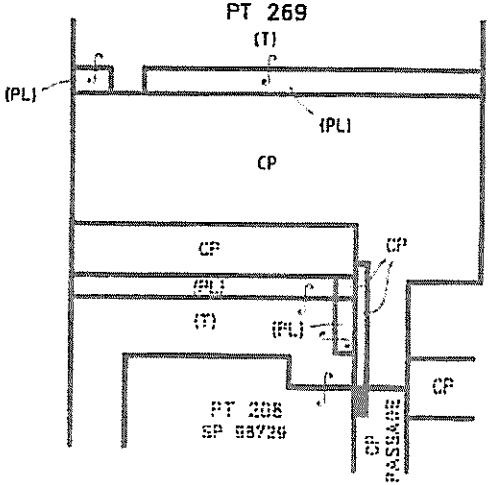
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

SLIDING METAL SCREENS WITHIN AND ADJACENT TO THE TERRACES ARE COMMON PROPERTY.

TILING WITHIN THE UNITS AND TERRACES IS NOT COMMON PROPERTY.

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

DIAGRAM 4B-1



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

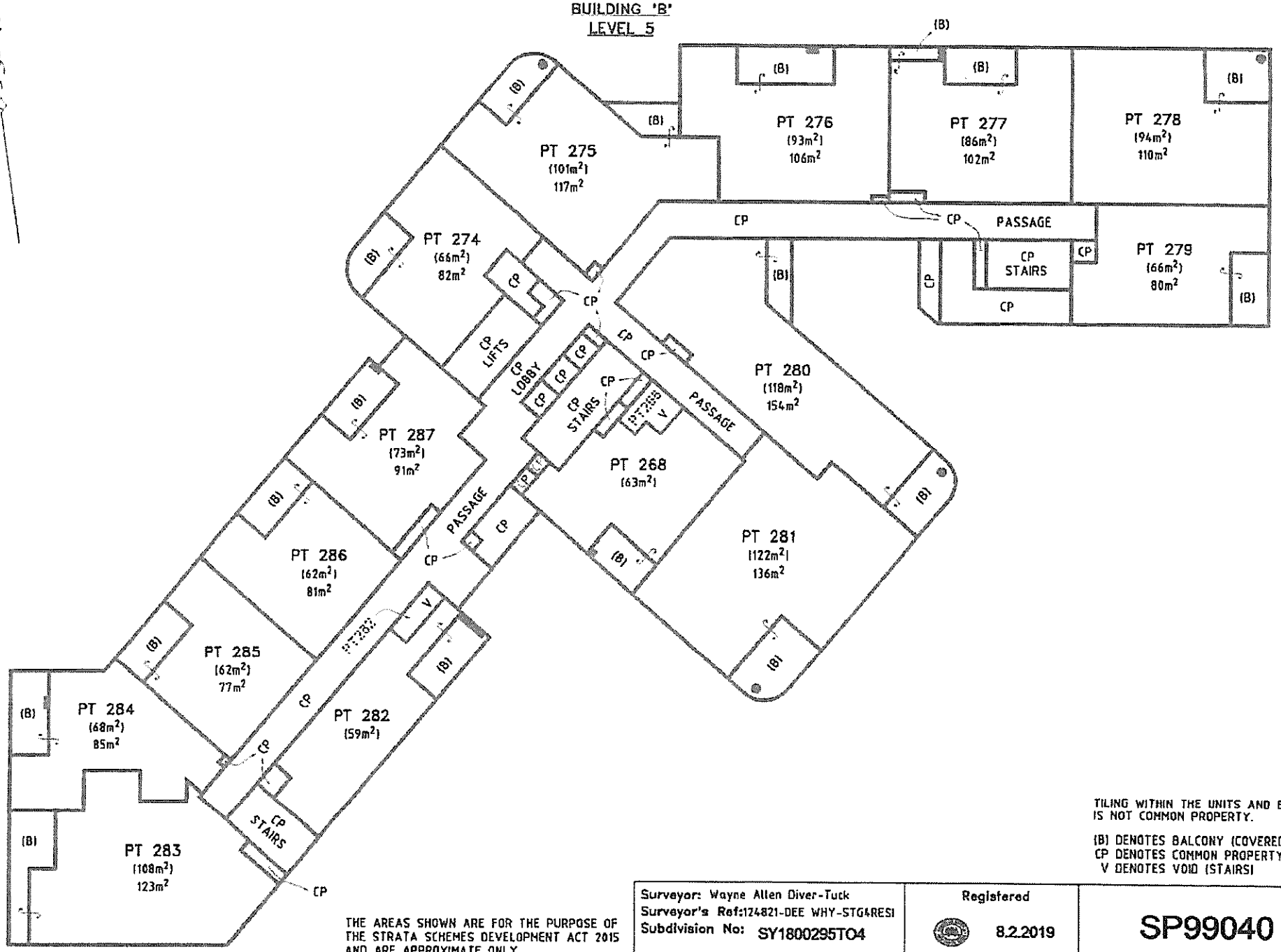
Registered 8.2.2019

SP99040

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

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:43 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'
LEVEL 5



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
V DENOTES VOID (STAIRS)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

Registered 8.2.2019

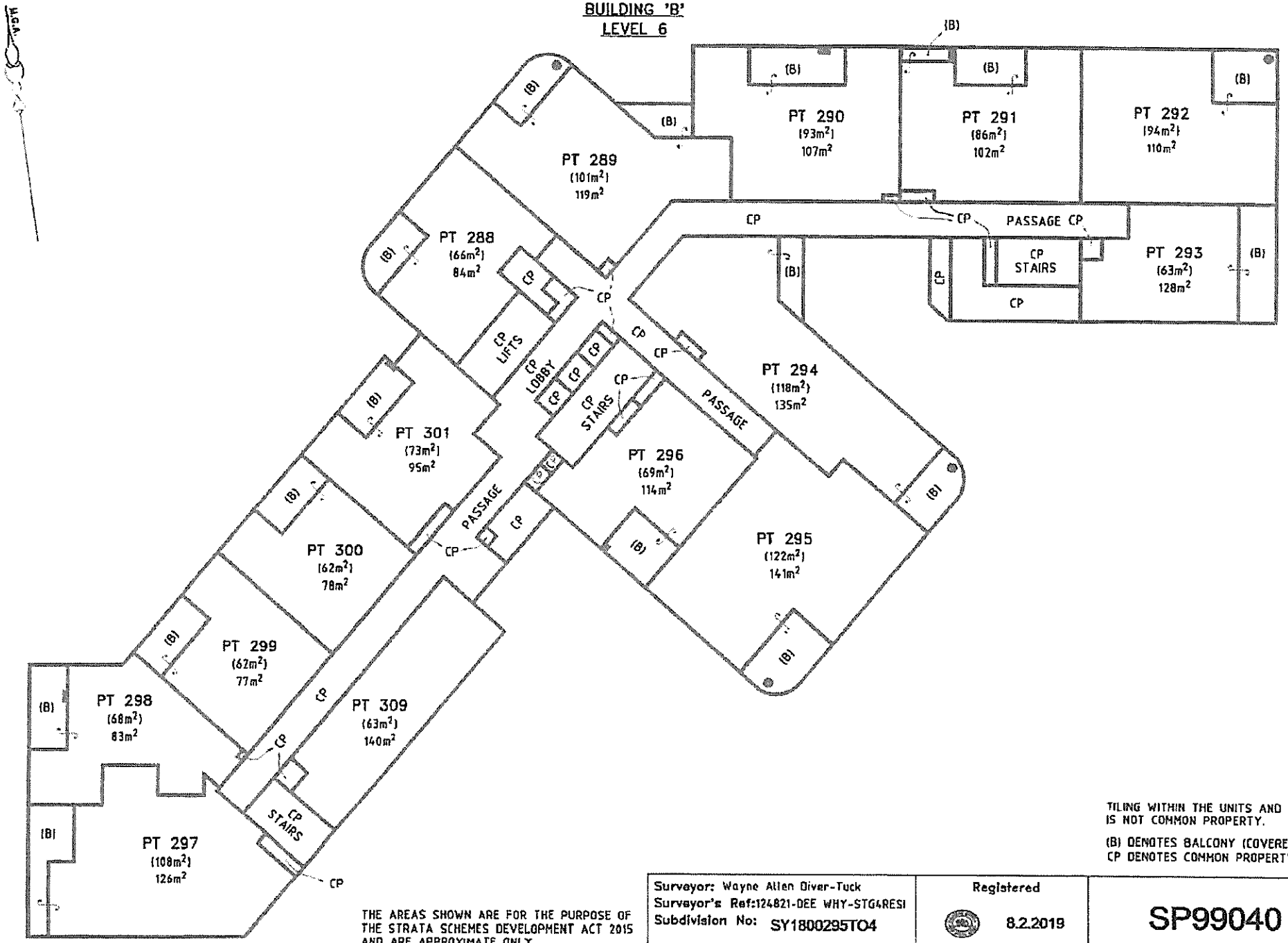
SP99040

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

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:44 of 56
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BUILDING 'B'
LEVEL 6



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

Registered 8.2.2019

SP99040

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

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:45 of 56
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BUILDING 'B'
LEVEL 7

PT 303 (101m²) 117m²
PT 304 (93m²) 110m²
PT 305 (86m²) 102m²
PT 306 (94m²) 110m²
PT 307 (118m²) 133m²
PT 308 (122m²) 139m²
PT 309 (50m²)
PT 310 (93m²) 106m²
PT 311 (68m²) 82m²
PT 312 (62m²) 78m²
PT 313 (62m²) 78m²
PT 314 (73m²) 90m²
PT 293 (48m²)
PT 296 (30m²)
PT 302 (66m²) 81m²

(B) CP PASSAGE CP STAIRS LIFTS LOBBY V

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
V DENOTES VOID (STAIRS)

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124021-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

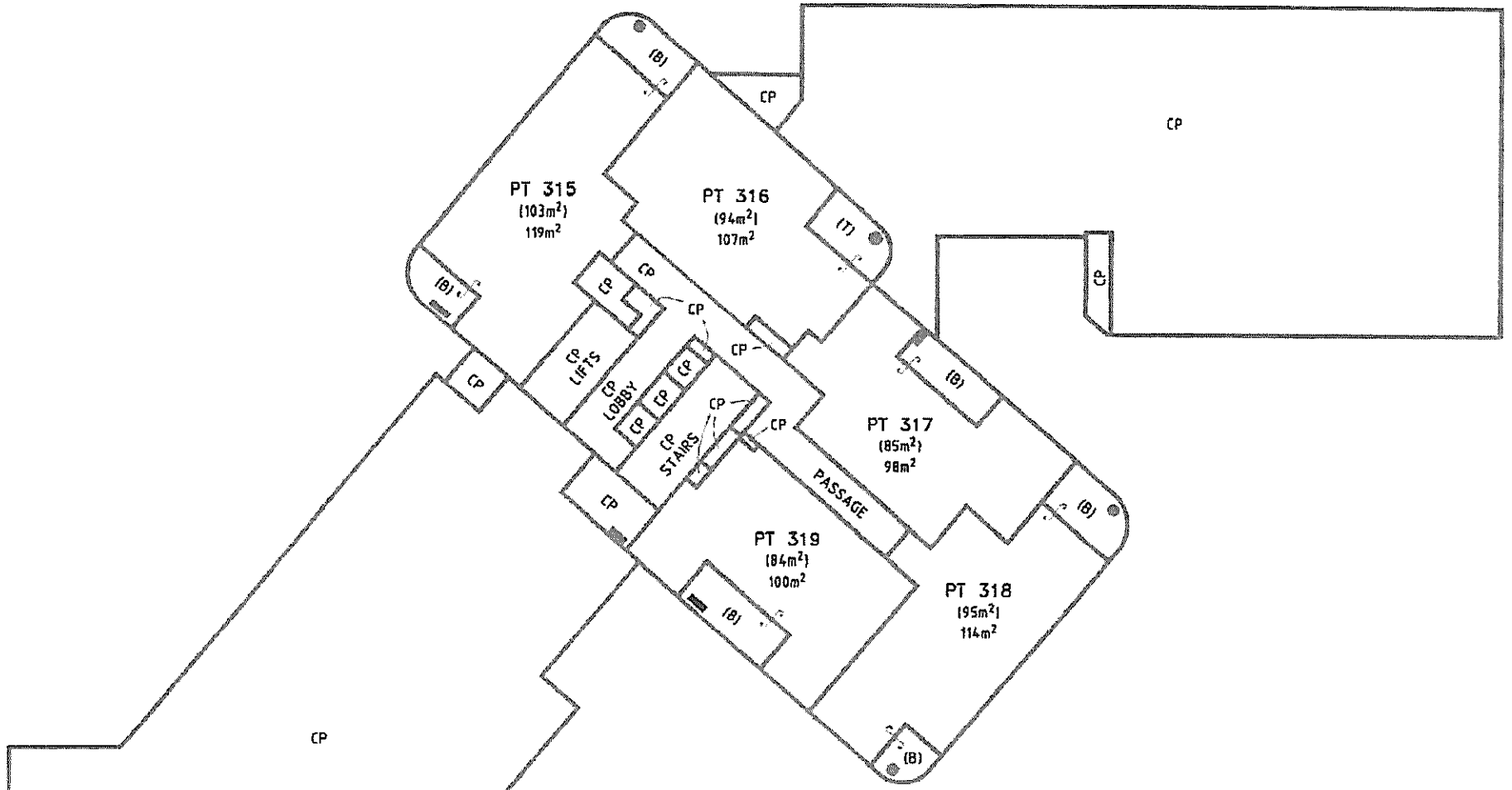
Registered 8.2.2019

SP99040

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

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:46 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'
LEVEL 8



TILING WITHIN THE UNITS, BALCONIES AND TERRACE IS NOT COMMON PROPERTY.

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Oliver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

Registered 8.2.2019

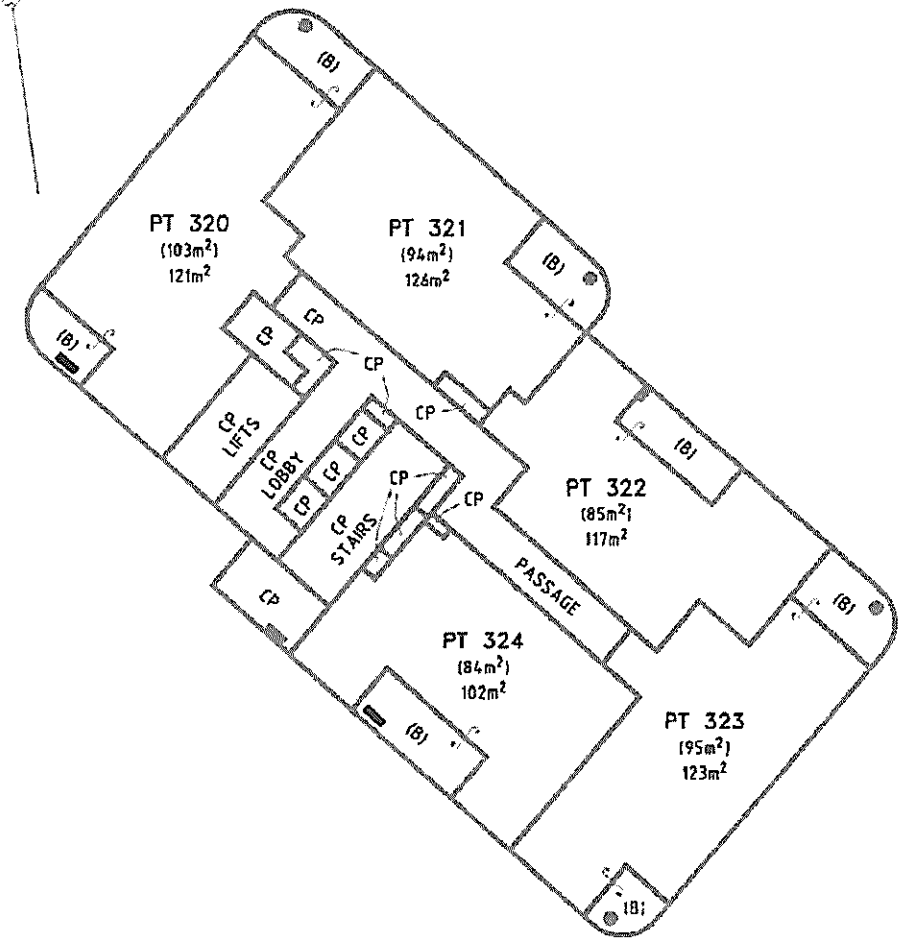
SP99040

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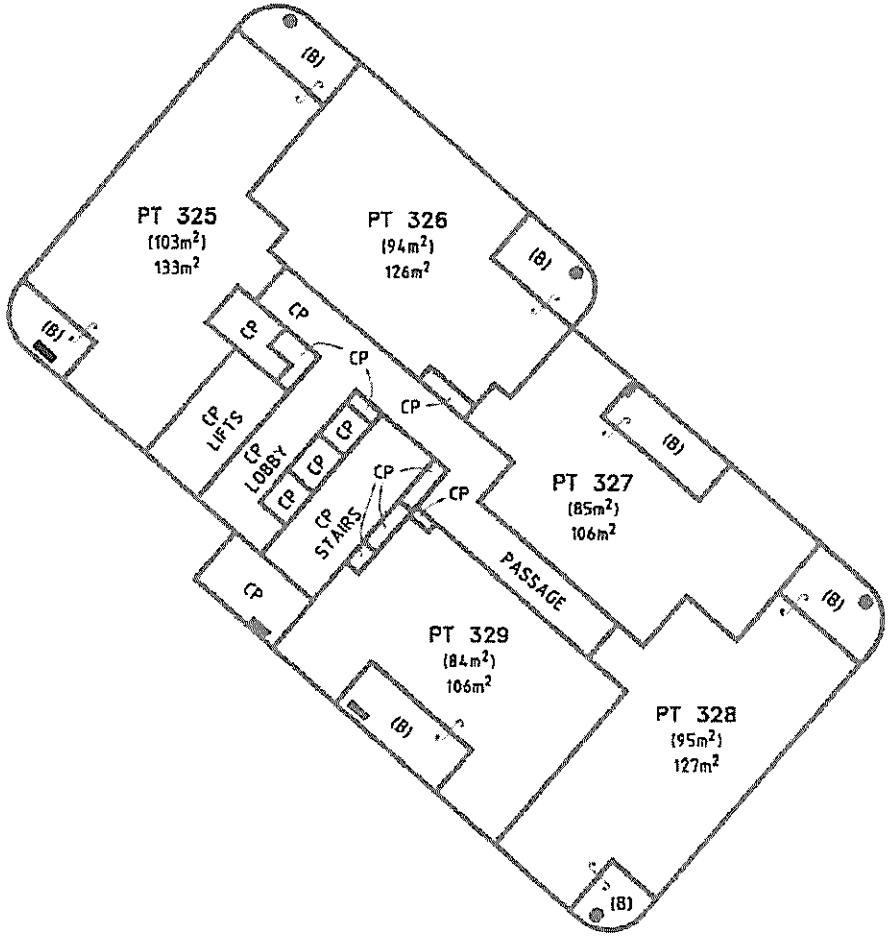
\\Dee Why-Oaks Ave\Final-Stg4-B

BUILDING 'B'

LEVEL 9



LEVEL 10



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

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

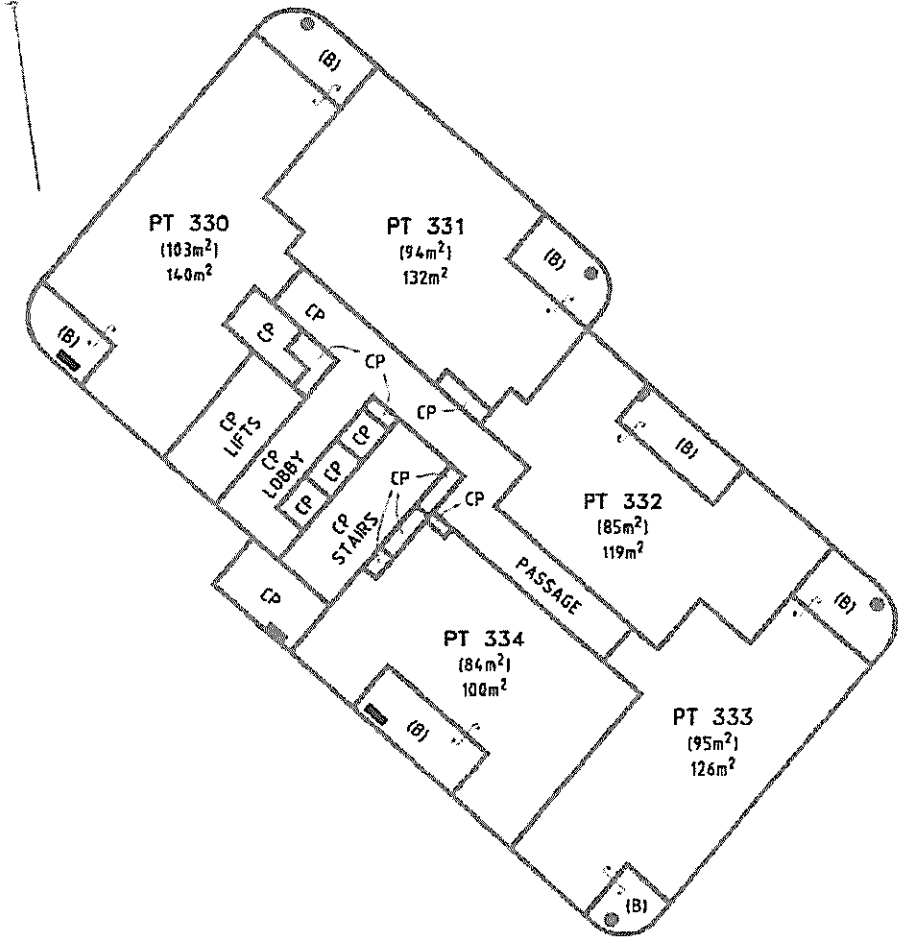
Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG4RESI Subdivision No: SY1800295TO4 Lengths are in metres. Reduction Ratio 1: 200	Registered 8.2.2019	SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

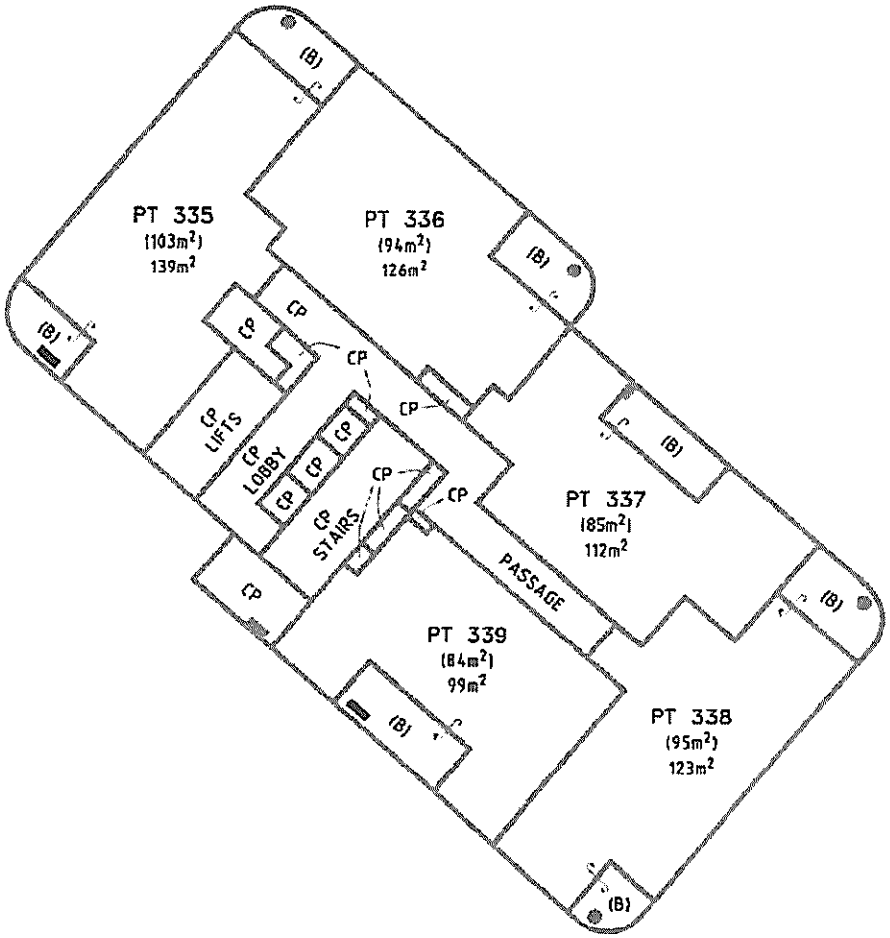
Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:47 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'

LEVEL 11



LEVEL 12



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG4RESI Subdivision No: SY1800295TO4 Lengths are in metres. Reduction Ratio 1:200	Registered 8.2.2019	SP99040

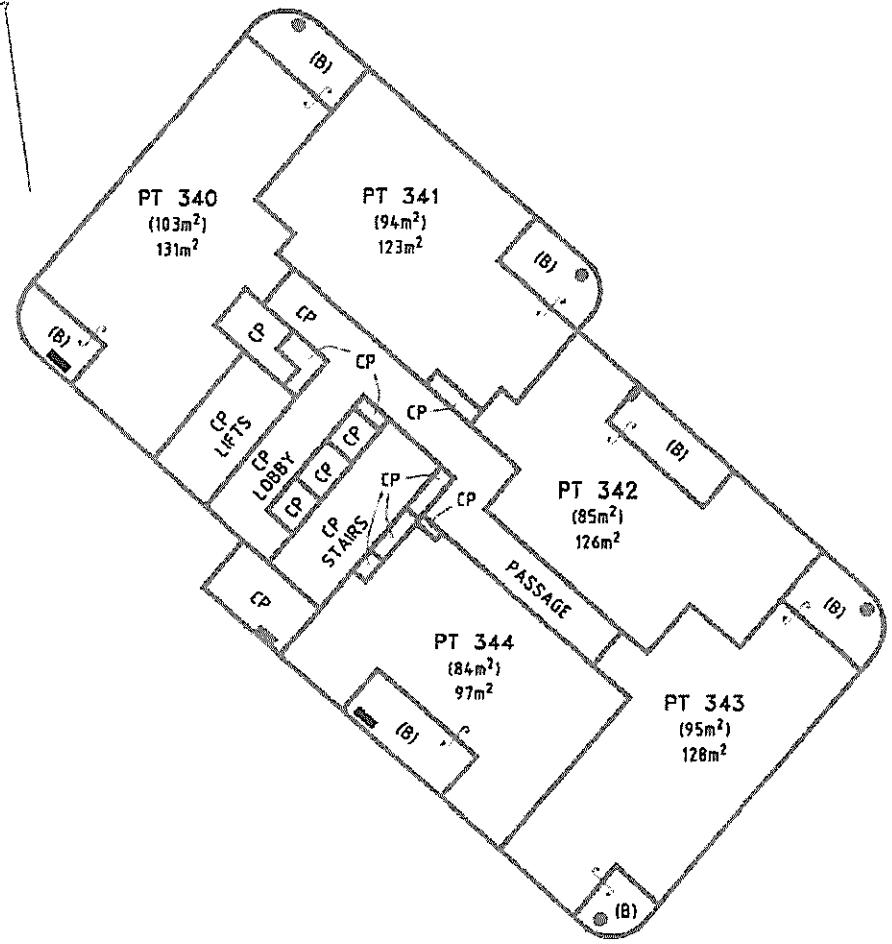
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\\Dee Why-Oaks Ave\Final-Stg4-B

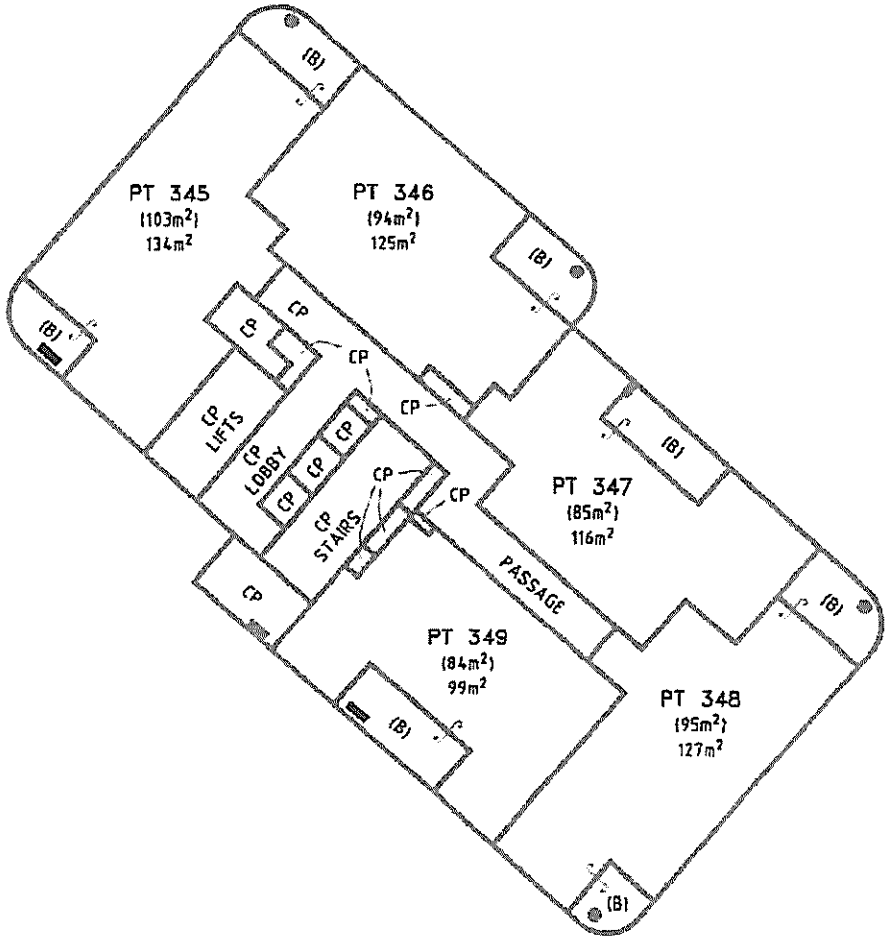
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© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'

LEVEL 13



LEVEL 14



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RESI
Subdivision No: SY1800295TO4

Lengths are in metres. Reduction Ratio 1:200

Registered 8.2.2019

SP99040

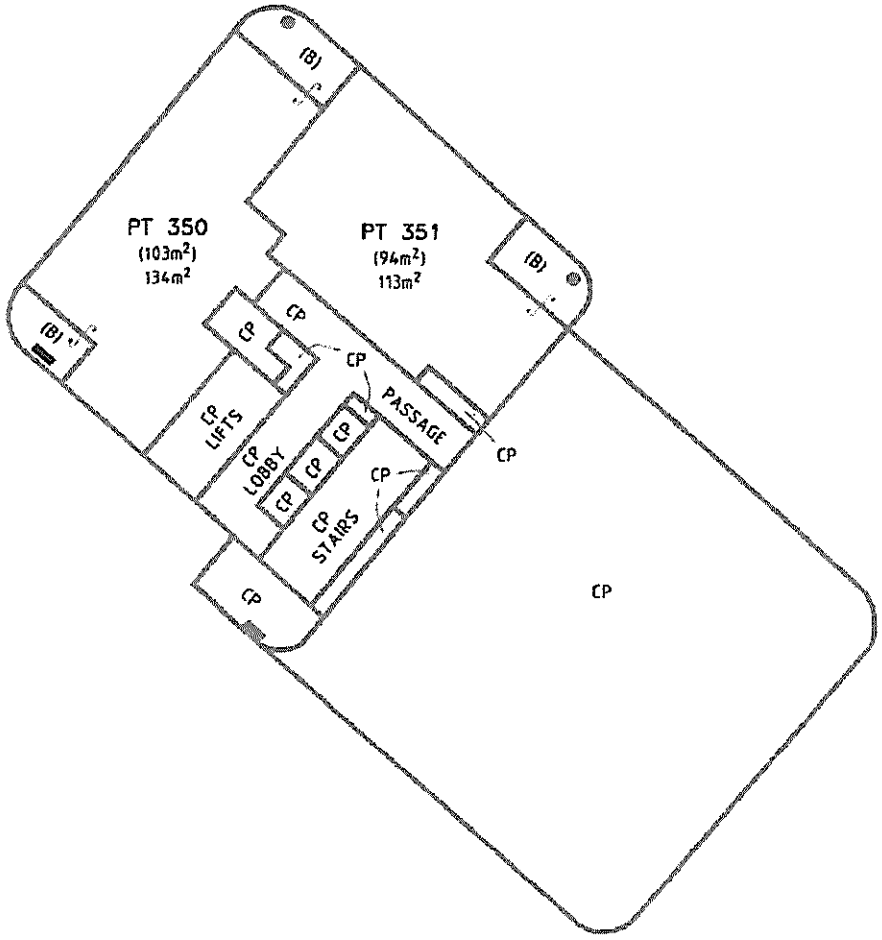
\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:49 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

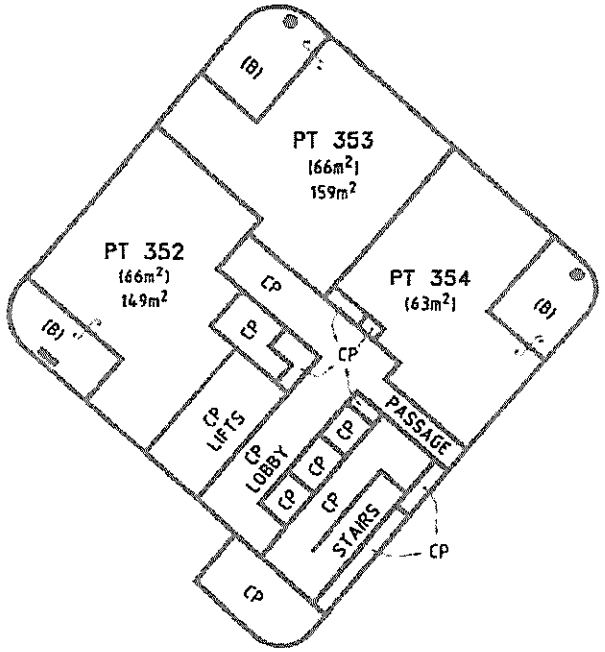
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© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'

LEVEL 15



LEVEL 16



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

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

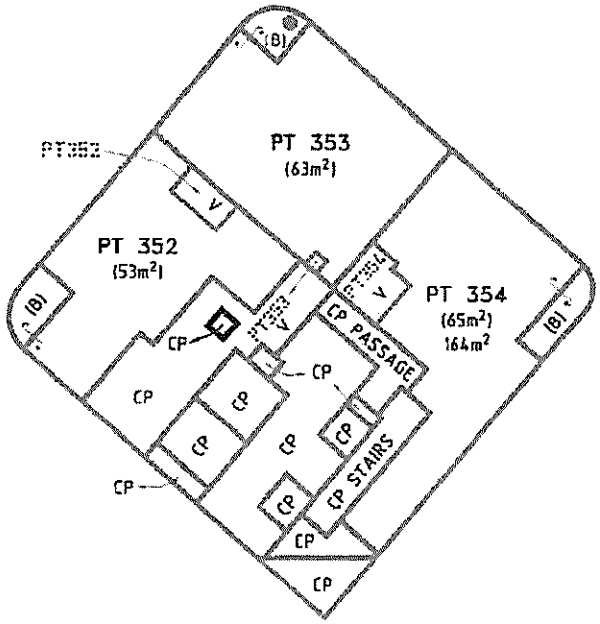
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124921-DEE WHY-STG4RESI Subdivision No: SY1800295TO4 Lengths are in metres. Reduction Ratio 1: 200	Registered 8.2.2019	SP99040

10 70 30 40 50 Table of mm 90 100 110 120 130 140

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:51 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

BUILDING 'B'
LEVEL 17



TILING WITHIN THE UNITS AND BALCONIES IS NOT COMMON PROPERTY.

(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
V DENOTES VOID (STAIRS)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RES1
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:200

Registered
8.2.2019

SP99040

\\Dee Why-Oaks Ave\Final-Stg4-B

EASEMENTS AFFECTING THE WHOLE OF LOT 1 DP1241568

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR FIRE SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 STORMWATER PUMP OUT PITS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 DIESEL BOOSTER PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EASTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 WESTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 WESTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 FIRE STAIR '01' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 END OF TRIP PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'C' ROOF PLANT AREA (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'D' ROOF PLANT AREA (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG4RES1
Subdivision No: SY1800295TO4
Lengths are in metres. Reduction Ratio 1:

Registered 8.2.2019

SP99040

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

\\Dee Why-Oaks Ave\Final-Stg4-B

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:52 of 56
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Req:R025118 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:53 of 56
© Office of the Registrar-General /Src:INFOTRACK /Ref:18/138315

ePlan

SP FORM 3.03	STRATA PLAN ADMINISTRATION SHEET	Sheet 1 of 4 sheets

Office Use Only

Registered: 8.2.2019

Office Use Only

SP99040

STRATA PLAN OF SUBDIVISION OF:

LOT 226 SP98729.

LGA: NORTHERN BEACHES

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

This is a *FREEHOLD/~~*LEASEHOLD~~ Strata Scheme

Surveyor's Certificate

I, Wayne Allen Diver-Tuck of JBW Surveyors Pty Ltd ACN 001 149 373,

being a land surveyor registered under the Surveying and Spatial Information Act 2002, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the Strata Schemes Development Act 2015 has been met.

*The building encroaches on:

*(a) a public place

~~*(b) land other than a public place and an appropriate easement to permit the encroachment has been created by ^~~

Signature: Wayne Diver-Tuck

Date: 18th January 2019

Surveyor ID: 941

Surveyor's Reference: 124821-DEE WHY-STG4RES1

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I GARRY RYAN being an Accredited Certifier, accreditation number BPB0565, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 or 59 Strata Schemes Development Act 2015.

*(a) This plan is part of a development scheme.

*(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) ~~This certificate is given on the condition contained in the~~ relevant planning approval that lot(s) ^ will be created as utility ~~lots~~ and restricted in accordance with ~~section 63 Strata Schemes Development Act 2015.~~

Certificate Reference: SY1800295T04

Relevant Planning Approval No.: CDC12/2018

issued by: GARRY RYAN

Signature: Garry Ryan

Date: 24/1/2019

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

Seq:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:54 of 56
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ePlan

SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 4 sheets

Office Use Only	Office Use Only
Registered: 8.2.2019	SP99040

VALUER'S CERTIFICATE

I, Andrew McDonnell (LMW) #69290 being a qualified valuer, as defined in the Strata Schemes Development Act 2015, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 Strata Schemes Development Act 2015.

Signature: ..... Date 16/1/2019

SCHEDULE OF UNIT ENTITLEMENT

BUILDING 'B'

LOT	UE	LOT	UE	LOT	UE	LOT	UE
227	39	267	62	307	61	347	74
228	50	268	60	308	63	348	79
229	51	269	68	309	60	349	57
230	38	270	42	310	51	350	74
231	38	271	42	311	40	351	74
232	38	272	42	312	40	352	74
233	50	273	46	313	40	353	91
234	63	274	39	314	43	354	96
235	63	275	59	315	67	355	2
236	63	276	58	316	69		
237	64	277	56	317	65		
238	64	278	59	318	70		
239	50	279	39	319	51		
240	72	280	60	320	68		
241	53	281	62	321	72		
242	49	282	60	322	68		
243	54	283	59	323	74		
244	38	284	39	324	52		
245	42	285	39	325	69		
246	39	286	39	326	71		
247	51	287	43	327	67		
248	52	288	40	328	75		
249	38	289	59	329	53		
250	38	290	58	330	70		
251	38	291	56	331	72		
252	51	292	59	332	70		
253	64	293	60	333	76		
254	66	294	61	334	54		
255	45	295	62	335	71		
256	51	296	50	336	73		
257	47	297	59	337	72		
258	51	298	40	338	77		
259	38	299	39	339	55		
260	49	300	39	340	72		
261	81	301	42	341	74		
262	83	302	40	342	73		
263	42	303	60	343	78		
264	87	304	58	344	56		
265	41	305	57	345	73		
266	60	306	60	346	75		

AGGREGATE 7,364

Surveyor's Reference: 124021-DEE WHY-STG4RESI

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:55 of 56
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ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheets

Office Use Only	Office Use Only
Registered: 8.2.2019	SP99040

This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

Clause 60 – Surveying and Spatial Information Regulation 2017
Schedule of street addresses

BUILDING 'B'

LOT	S.A.N	LOT	S.A.N	LOT	S.A.N	LOT	S.A.N
227	227	267	433	307	732	347	1429
228	228	268	435	308	733	348	1430
229	229	269	436	309	734	349	1431
230	230	270	437	310	735	350	1527
231	231	271	438	311	736	351	1528
232	232	272	439	312	737	352	1627
233	233	273	440	313	738	353	1628
234	235	274	527	314	739	354	1629
235	236	275	528	315	827	355	-
236	237	276	529	316	828		
237	238	277	530	317	829		
238	239	278	531	318	830		
239	240	279	532	319	831		
240	241	280	533	320	927		
241	242	281	535	321	928		
242	243	282	536	322	929		
243	245	283	537	323	930		
244	246	284	538	324	931		
245	247	285	539	325	1027		
246	327	286	540	326	1028		
247	328	287	541	327	1029		
248	329	288	627	328	1030		
249	330	289	628	329	1031		
250	331	290	629	330	1127		
251	332	291	630	331	1128		
252	333	292	631	332	1129		
253	335	293	632	333	1130		
254	336	294	633	334	1131		
255	337	295	635	335	1227		
256	338	296	636	336	1228		
257	339	297	638	337	1229		
258	340	298	639	338	1230		
259	341	299	640	339	1231		
260	342	300	641	340	1327		
261	427	301	642	341	1328		
262	428	302	727	342	1329		
263	429	303	728	343	1330		
264	430	304	729	344	1331		
265	431	305	730	345	1427		
266	432	306	731	346	1428		

PRIMARY ADDRESS FOR LOTS 227-355:
No. 17 Howard Avenue, Dee Why

S.A.N DENOTES SUB-ADDRESS NUMBER

Surveyor's Reference: 124821-DEE WHY-STG4RESI

Req:R025110 /Doc:SP 0099040 P /Rev:08-Feb-2019 /NSW LRS /Pgs:ALL /Prt:07-May-2020 11:15 /Seq:56 of 56
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ePlan

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheets

Office Use Only	Office Use Only
Registered: 8.2.2019	SP99040

This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: ~~KARIMBLA PROPERTIES SERVICES PTY LTD~~ KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372

Authority: section 127 of the Corporations Act 2001

ROBYN McCULLY — SECRETARY

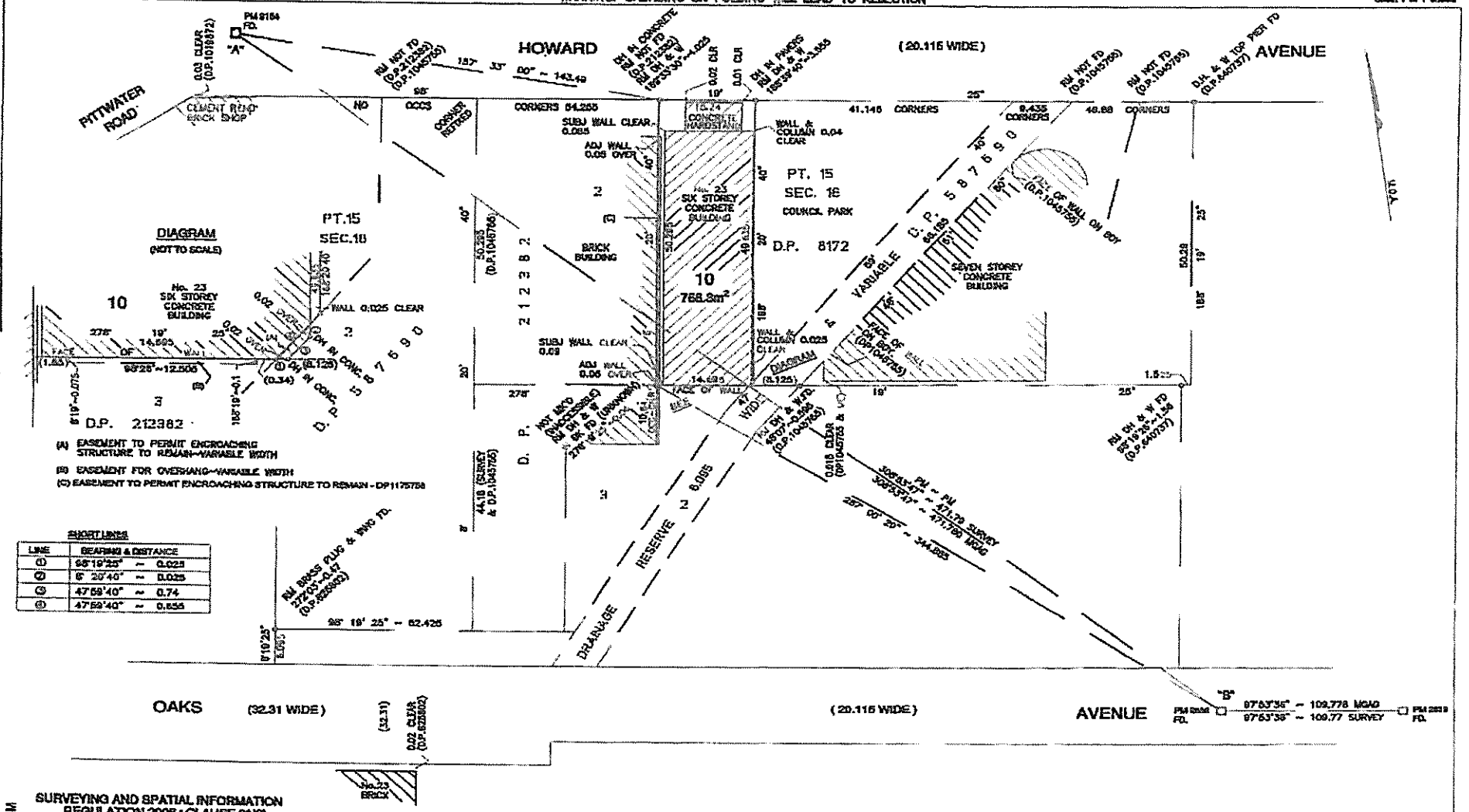
JAMES SIALEPIS — DIRECTOR

Surveyor's Reference: 124821-DEE WHY-STG4RESI

PLAN FORM 2 (A2)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

Sheet 1 of 1 sheets



SHORT LINES

LINE	BEARING & DISTANCE
①	98°19'25" ~ 0.025
②	6° 20'40" ~ 0.025
③	47°59'40" ~ 0.74
④	47°59'40" ~ 0.555

SURVEYING AND SPATIAL INFORMATION REGULATION 2006 : CLAUSE 61(2)

MRK	M.G.A. COORDINATES EASTING	M.G.A. COORDINATES NORTHING	ZONE	CLASS	ORDER
2839	341 609.834	6 283 768.053	56	B	2
2838	341 601.107	6 283 780.127	56	B	2
8154	341 423.685	6 284 045.330	56	B	2

SOURCE : S.C.I.M.S. DATED 7TH FEBRUARY 2012

COMBINED SCALE FACTOR : 0.999902

SURVEYOR:	JOHN A. WATSON
Date of Survey:	10/09/2012
Survey-no Ref:	11/609

PLAN OF REDEFINITION OF PART LOT 14 SEC. 16 IN D.P.8172, EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN - VARIABLE WIDTH OVER LOT 2 IN D.P.587690 AND EASEMENT FOR OVERHANG - VARIABLE WIDTH OVER LOT 3 IN D.P.212382

L.G.A. : WARRINGAH
Locality : DEE WHY
Subdivision No.: ——
Lengths are in metres. Reduction Ratio 1:400

Registered 12.9.2012

DP1178762 P

Req:R758919 /Doc:DP 1178762 P /Rev:12-Sep-2012 /Sts:SC.OK /Pgs:ALL /Prt:11-Nov-2016 15:09 /Seq:1 of 3
Ref:DEE WHY /Src:M

PLAN FORM 6 WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 2 Sheet(s)

DP1178762 S

*OFFICE USE ONLY

Registered: 12.9.2012

Title System: TORRENS

Purpose: REDEFINITION

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.
use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH.
2. EASMENT FOR OVERHANG VARIABLE WIDTH

NEL OLOFSSON
Kurt Andrew Wilkinson COMPANY SECRETARY
Director EXECUTED BY
Brookfield Dee Why Pty Ltd
ACN 112 246 072

EXECUTED BY SMETHFORD
PTY LIMITED ACN 152 020 22
RICHARD SCHEINBERG
Sole Director/Secretary

If space is insufficient use PLAN FORM 6A annexure sheet.

PLAN OF REDEFINITION OF PART LOT 14 SEC. 16 IN D.P.8172, EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN ~ VARIABLE WIDTH OVER LOT 2 IN D.P.587690 AND EASEMENT FOR OVERHANG ~ VARIABLE WIDTH OVER LOT 3 IN D.P.212382

L.G.A.: WARRINGAH

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

Crown Lands NSW/Western Lands Office Approval

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

Signature: .....

Date: .....

File No.: .....

Office: .....

Subdivision Certificate

I hereby 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 hereon
* (Insert "subdivision" or "new road")

.....
* Authorised Person/General Manager/Accredited Certifier

Consent Authority:.....

Date of endorsement :.....

Accreditation no :.....

Subdivision Certificate no :.....

File no. .....

*Delete whichever is inapplicable.

Surveying and Spatial Information Regulation, 2006

I, JOHN ARTHUR WATSON

of WATSON BUCHAN SURVEYORS
PO BOX 176, CARINGBAH. 1495

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 10/02/2012

The survey relates to LOT 10
(specify the land actually surveyed, or specify any land shown in the plan that is not the subject of the survey)

(Signature) ..... Dated 10/02/2012
Surveyor registered under the Surveying and Spatial Information Act 2002

Datum Line "A"–"B"

Type: Urban/Rural

Plans used in preparation of survey/compilation.

D.P.8172
D.P.625802
D.P.587690
D.P.1045755
D.P.1019672
D.P.1038412
D.P.212382
D.P.640737

If insufficient space use PLAN FORM 6A annexure sheet

SURVEYOR'S REFERENCE: 11/509

PLAN FORM 6A WARNING: Creasing or folding will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET Sheet 2 of 2 sheet(s)

Office Use Only

PLAN OF REDEFINITION OF PART LOT 14 SEC. 16 IN D.P. 8172, EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN - VARIABLE WIDTH OVER LOT 2 IN D.P. 587690 AND EASEMENT FOR OVERHANG - VARIABLE WIDTH OVER LOT 3 IN D.P. 212382

DP1178762

Office Use Only

Registered: 12.9.2012

Subdivision Certificate No.: —— Date of Endorsement: ——

WARRINGAH COUNCIL

Authorised Person

Surveyor's Reference:

eq:R756920 /Doc:DP 1178762 B /Rev:12-Sep-2012 /Sts:SC.OK /Pgs:ALL /Prt:11-Nov-2016 15:09 /Seq:1 of 2
of:DEE WHY /Src:M

Instrument Setting Out Terms Of Easements Intended to be Created or Released, Restrictions on the Use Of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919 as amended

DP1178762 B

Plan of Redefinition of Part of Lot 14 Section 16 in D.P.8172 and an Easement to Permit Encroaching Structure to Remain over Lot 2 in D.P. 587690 and an Easement for Overhang Variable Width over Lot 3 in D.P. 212382

Full name and address of the owner of the land

Smethford Pty Limited
P O BOX 681
DARLINGHURST NSW 1300

The Council of The Shire of Warringah
725 Pittwater Road
Dee Why NSW 2099;

Brookfield Dee Why Pty Limited
Level 22, 135 King Street
Sydney NSW 2000.

Part 1

1. Identity of easement, restrictions or positive covenant to be created and firstly referred to in the plan

Easement to Permit Encroaching Structure to Remain Variable width

Schedule of lots, etc. affected

Lots Burdened	Lots, relevant roads, bodies or prescribed authorities benefited
2 in D.P. 587690	10

2. Identity of easement, restrictions or positive covenant to be created and secondly referred to in the plan

Easement for Overhang Variable Width

Schedule of lots, etc. affected

Lots Burdened	Lots, relevant roads, bodies or prescribed authorities benefited
3 in D.P. 212382	10

Approved by WARRINGAH COUNCIL

Authorised Person

Instrument Setting Out Terms Of Easements Intended to be Created or Released, Restrictions on the Use Of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919 as amended

DP1178762

Plan of Redefinition of Part of Lot 14 Section 16 in D.P.8172 and an Easement to Permit Encroaching Structure to Remain over Lot 2 in D.P. 587690 and an Easement for Overhang Variable Width over Lot 3 in D.P. 212382

1) Executed by Smethford Pty Limited ACN 152 010 221

In accordance with Section 127 of the Corporations Act

Sole Director

Director

RICHARD SCHEINBERG

Name of Director/Secretary

Name of Director

2) Executed by Brookfield Dee Why Pty Limited ACN 112 246 072

In accordance with Section 127 of the Corporations Act

Kurt Andrew Wilkinson
Director
Director

Director
PER OLOFSSON
COMPANY SECRETARY

Name of Director

Name of Director

3) Execution by Prescribed Authority The Council of The Shire of Warringah

Signature of Authorised Officer

ROBERT BARWOOD

Name of Authorised Officer

STEPHEN MITCHELL DEVELOPMENT ENGINEERING - MANAGER

Position of Authorised Officer

REGISTERED 12.9.2012

Approved by WARRINGAH COUNCIL

Authorised Person

PLAN FORM 2 (A2) DP1243529

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 1 of 6 Sheets

INDEX TO DIAGRAMS					
DIAGRAM	SHEET	DIAGRAM	SHEET	DIAGRAM	SHEET
BG-NE	2	BG-SE	2	BG-SW	2
P3-NE	3	P3-NE1	3	P3-SE	3
P3-SE1	3	P3-SE2	3	P3-SW	3
P3-SW	3	P2-NE	4	P2-NE1	4
P2-NE2	4	P2-SE	4	P2-SE1	4
P2-SW	4	P2-SW	4	P1-NE	5
P1-SE	5	P1-SE1	5	P1-SE2	5
P1-SE3	5	P1-SW	5	P1-SW1	5
P1-SW2	5				

INDEX TO SECTIONS					
SECTION	SHEET	SECTION	SHEET	SECTION	SHEET
1A'-'1A'	2	1B'-'1B'	2	2A'-'2A	2
2B'-'2B	6	3A'-'3A	6	3B'-'3B	6
3C'-'3C	6				

ALL LEVELS SHOWN RELATE TO THE AUSTRALIAN HEIGHT DATUM. ORIGIN OF LEVELS PM 9154 RL16-681 CLASS LB\ACC. L2 & SSM 18989 RL21-932 CLASS LB\ACC. L2 VIDE SCIMS 18/04/18.

THE EASEMENTS SHOWN IN THIS PLAN ARE LIMITED IN STRATUM AS SHOWN ON THE PLANS, SECTIONS, DIAGRAMS & SCHEDULES.

LOT 100 DP1235895 IS A STRATUM LOT AS SHOWN ON DP1235895

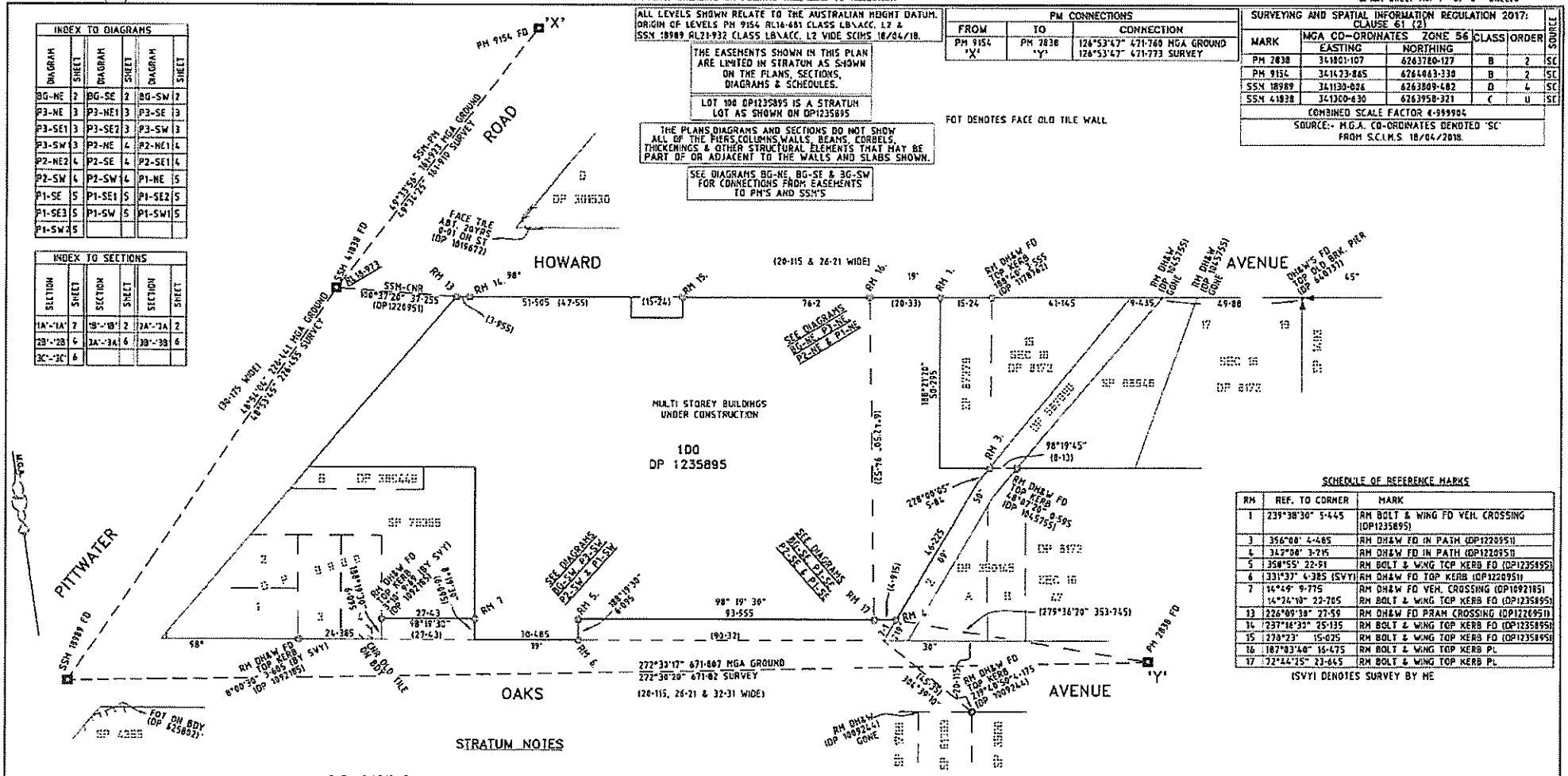
THE PLANS,DIAGRAMS AND SECTIONS DO NOT SHOW ALL OF THE PIERS,COLUMNS,WALLS, BEAMS, CORBELS, THICKENINGS & OTHER STRUCTURAL ELEMENTS THAT MAY BE PART OF OR ADJACENT TO THE WALLS AND SLABS SHOWN.

SEE DIAGRAMS BG-NE, BG-SE & BG-SW FOR CONNECTIONS FROM EASEMENTS TO PM'S AND SSM'S

PM CONNECTIONS		
FROM	TO	CONNECTION
PM 9154 'X'	PM 2838 'Y'	126°53'47" 471-760 MGA GROUND 126°53'47" 471-773 SURVEY

SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 61 (2)					
MARK	MGA CO-ORDINATES ZONE 56 EASTING	NORTHING	CLASS	ORDER	SOURCE
PM 2838	341801-107	6263780-127	B	2	SC
PM 9154	341423-865	6264063-330	B	2	SC
SSM 18989	341530-036	6263809-482	D	4	SC
SSM 41938	341300-630	6263958-321	C	U	SC
COMBINED SCALE FACTOR 0.999904					
SOURCE:- M.G.A. CO-ORDINATES DENOTED 'SC' FROM S.C.I.M.S 18/04/2018.					

FOT DENOTES FACE OLD TILE WALL



STRATUM NOTES

BELOW PARKING LEVEL 3

NOTE ENEBG:
EASEMENT (EE1) DEFINED BY NOTE ENEBG IS LIMITED IN DEPTH TO RL-6-2 AND IS LIMITED IN HEIGHT TO RL7-3.

NOTE ESEBG:
EASEMENT (EE2) DEFINED BY NOTE ESEBG IS LIMITED IN DEPTH TO RL-6-3 AND IS LIMITED IN HEIGHT TO RL7-2.

NOTE ESWBG:
EASEMENT (EE3) DEFINED BY NOTE ESWBG IS LIMITED IN DEPTH TO RL-5-7 AND IS LIMITED IN HEIGHT TO RL7-8.

PARKING LEVEL 3

NOTE ENEP3:
EASEMENT (EE1) DEFINED BY NOTE ENEP3 IS LIMITED IN DEPTH TO RL7-3 AND IS LIMITED IN HEIGHT TO RL10-2.

NOTE ESEP3A:
EASEMENT (EE2) DEFINED BY NOTE ESEP3A IS LIMITED IN DEPTH TO RL7-2 AND IS LIMITED IN HEIGHT TO RL9-9.

NOTE ESEP3B:
EASEMENT (EE2) DEFINED BY NOTE ESEP3B IS LIMITED IN DEPTH TO RL9-9 AND IS LIMITED IN HEIGHT TO RL10-2.

NOTE ESWP3:
EASEMENT (EE3) DEFINED BY NOTE ESWP3 IS LIMITED IN DEPTH TO RL7-8 AND IS LIMITED IN HEIGHT TO RL10-8.

PARKING LEVEL 2

NOTE ENEP2A:
EASEMENT (EE1) DEFINED BY NOTE ENEP2A IS LIMITED IN DEPTH TO RL10-2 AND IS LIMITED IN HEIGHT TO RL12-4

NOTE ENEP2B:
EASEMENT (EE1) DEFINED BY NOTE ENEP2B IS LIMITED IN DEPTH TO RL12-4 AND IS LIMITED IN HEIGHT TO RL13-0.

NOTE ENEP2C:
EASEMENT (EE1) DEFINED BY NOTE ENEP2C IS LIMITED IN DEPTH TO RL12-6 AND IS LIMITED IN HEIGHT TO RL13-0.

NOTE ESEP2:
EASEMENT (EE2) DEFINED BY NOTE ESEP2 IS LIMITED IN DEPTH TO RL10-2 AND IS LIMITED IN HEIGHT TO RL13-0.

NOTE ESWP2
EASEMENT (EE3) DEFINED BY NOTE ESWP2 IS LIMITED IN DEPTH TO RL10-8 AND IS LIMITED IN HEIGHT TO RL13-6.

PARKING LEVEL 1

NOTE ENEP1:
EASEMENT (EE1) DEFINED BY NOTE ENEP1 IS LIMITED IN DEPTH TO RL13-0 AND IS LIMITED IN HEIGHT TO RL13-85.

NOTE ESEP1A:
EASEMENT (EE2) DEFINED BY NOTE ESEP1A IS LIMITED IN DEPTH TO RL13-0 AND IS LIMITED IN HEIGHT TO RL15-25.

NOTE ESEP1B:
EASEMENT (EE2) DEFINED BY NOTE ESEP1B IS LIMITED IN DEPTH TO RL15-25 AND IS LIMITED IN HEIGHT TO RL15-52.

NOTE ESEP1C:
EASEMENT (EE2) DEFINED BY NOTE ESEP1C IS LIMITED IN DEPTH TO RL15-52 AND IS LIMITED IN HEIGHT TO RL15-85.

NOTE ESWP1A:
EASEMENT (EE3) DEFINED BY NOTE ESWP1A IS LIMITED IN DEPTH TO RL13-6 AND IS LIMITED IN HEIGHT TO RL16-05.

NOTE ESWP1B:
EASEMENT (EE3) DEFINED BY NOTE ESWP1B IS LIMITED IN DEPTH TO RL16-05 AND IS LIMITED IN HEIGHT TO RL16-4.

NOTE ESWP1C:
EASEMENT (EE3) DEFINED BY NOTE ESWP1C IS LIMITED IN DEPTH TO RL16-4 AND IS LIMITED IN HEIGHT TO RL17-1.

ROAD WIDENING LOWER STRATUM LIMITS (DP1235895)

NOTES RW-S:
THE ROAD WIDENING IS LIMITED IN DEPTH TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE ROAD WIDENING.

SCHEDULE OF REFERENCE MARKS

RM	REF. TO CORNER	MARK
1	239°38'30" 5-445	RM BOLT & WING FD VEH. CROSSING (DP1235895)
3	356°00' 4-485	RM DH&W FD IN PATH (DP1220951)
4	342°00' 3-215	RM DH&W FD IN PATH (DP1220951)
5	350°55' 22-91	RM BOLT & WING TOP KERB FD (DP1235895)
6	331°37' 4-385 (SVY)	RM DH&W FD TOP KERB (DP1220951)
7	14°49' 9-775 14°24'10" 22-705	RM DH&W FD VEH. CROSSING (DP10921185) RM BOLT & WING TOP KERB FD (DP1235895)
13	226°09'38" 27-59	RM DH&W FD PRAM CROSSING (DP1220951)
14	237°18'35" 25-135	RM BOLT & WING TOP KERB FD (DP1235895)
15	270°23' 15-025	RM BOLT & WING TOP KERB FD (DP1235895)
16	187°03'40" 16-475	RM BOLT & WING TOP KERB PL
17	72°44'25" 23-645	RM BOLT & WING TOP KERB PL

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 18/05/2018 Surveyor's Ref: 124821-DWHY-AUSGRIDE NSWLRS REF: 2018M7100 (7778) Additional Sheets	PLAN OF EASEMENTS OVER PART OF LOT 100 DP 1235895.	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: ——	Registered 21.08.2018	DP1243529

Lengths are in metres Reduction Ratio 1:500

PLAN FORM 2 (A2) DP1243529

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 2 of 6 Sheets

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS.

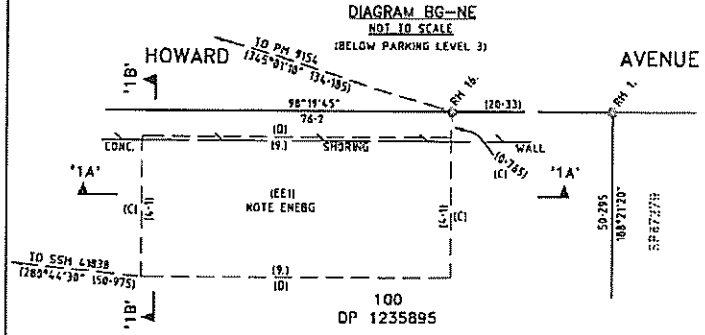
SEE SHEET 1 FOR STRATUM NOTES

(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

DIAGRAM BG–NE

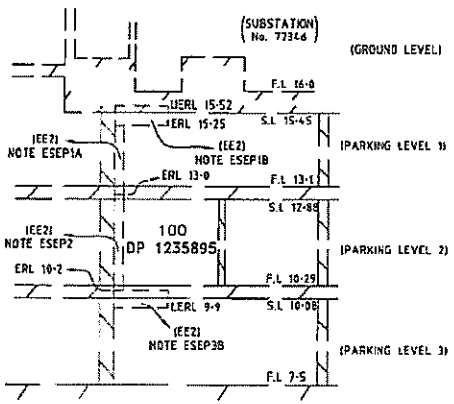
NOT TO SCALE

(BELOW PARKING LEVEL 3)



SECTION '2A'–'2A'

NOT TO SCALE



SECTION '1A'–'1A'

NOT TO SCALE

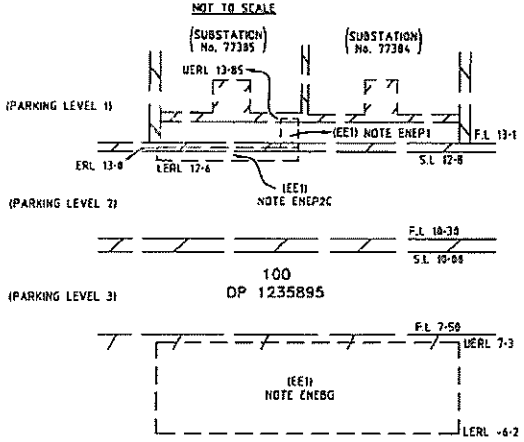


DIAGRAM BG–SW

SCALE 1:100

(BELOW PARKING LEVEL 3)

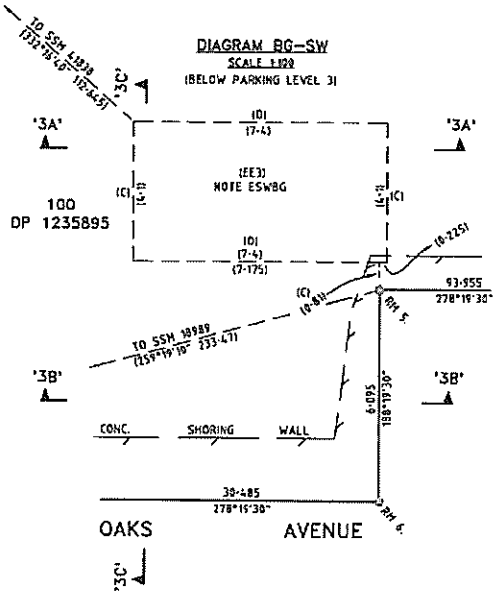
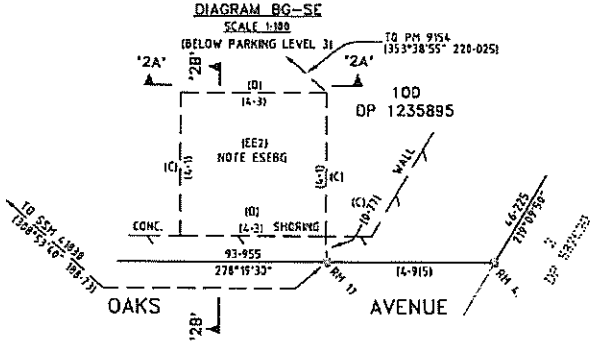


DIAGRAM BG–SE

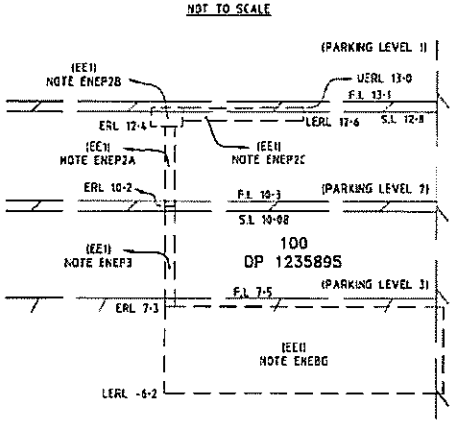
SCALE 1:100

(BELOW PARKING LEVEL 3)



SECTION '1B'–'1B'

NOT TO SCALE



HOWARD AVENUE

(EE1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM
(EE2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM
(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM

F.L DENOTES CONCRETE FLOOR LEVEL (APPROX.)
S.L DENOTES CONCRETE SOFFIT LEVEL (APPROX.)
UERL DENOTES UPPER EASEMENT RL
LERL DENOTES LOWER EASEMENT RL
ERL DENOTES UPPER/LOWER EASEMENT RL

DENOTES UNLIMITED IN HEIGHT

DENOTES UNLIMITED IN DEPTH

Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 18/05/2018
Surveyor's Ref: 124821-DWHY-AUSGRIDE

PLAN OF
EASEMENTS OVER PART OF LOT 100 DP 1235895.

LGA: NORTHERN BEACHES
Locality: DEE WHY
Subdivision No: ——

Lengths are in metres Reduction Ratio SEE SHEET

Registered
21.08.2018

DP1243529

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS
REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS
SEE SHEET 1 FOR STRATUM NOTES.

(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

DIAGRAM P3–SW1
NOT TO SCALE
(AT PARKING LEVEL 3)

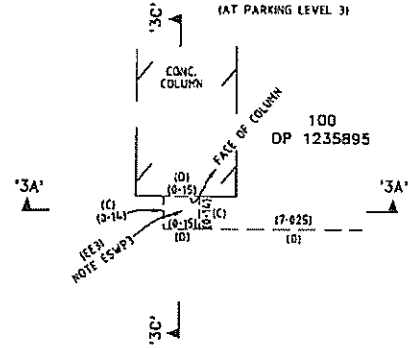


DIAGRAM P3–NE1
NOT TO SCALE
(AT PARKING LEVEL 3)

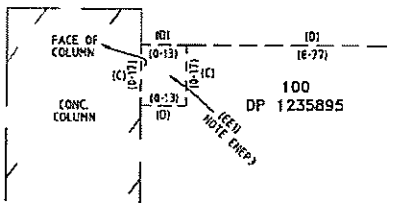


DIAGRAM P3–NE
SCALE 1:100
(AT PARKING LEVEL 3)

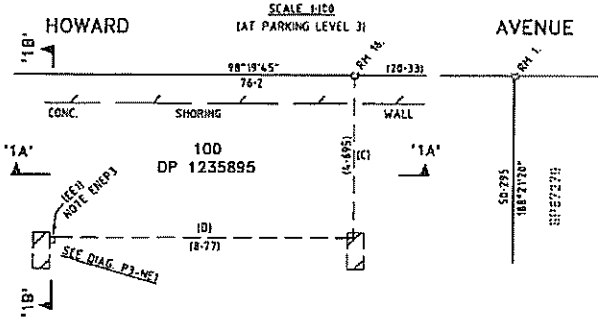


DIAGRAM P3–SE1
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(AT PARKING LEVEL 3)

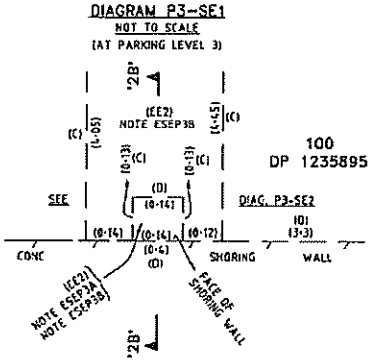


DIAGRAM P3–SW
SCALE 1:100
(AT PARKING LEVEL 3)

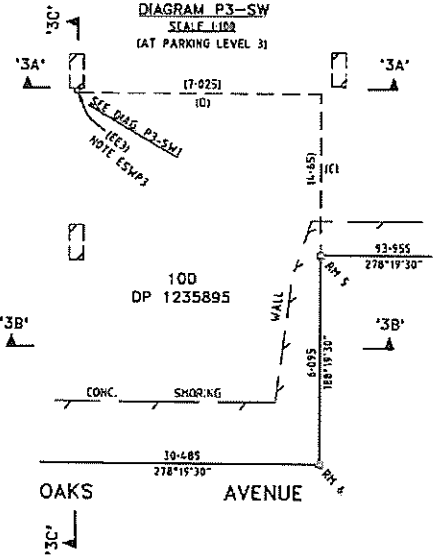


DIAGRAM P3–SE2
NOT TO SCALE
SHOWING THE LOCATION OF A METAL COVER BOX

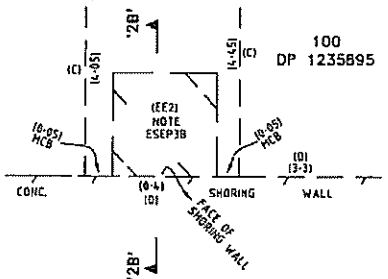
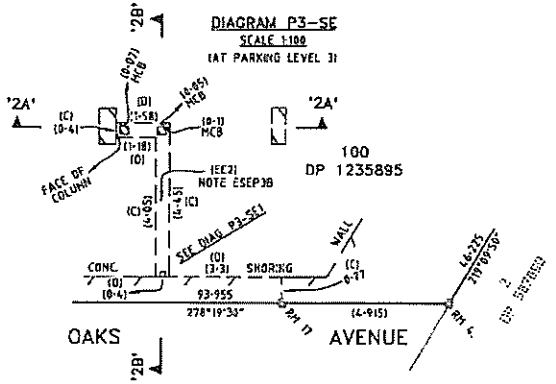


DIAGRAM P3–SE
SCALE 1:100
(AT PARKING LEVEL 3)



(EE1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM
(EE2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM
(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM

HCB DENOTES METAL COVER BOX

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 18/05/2018 Surveyor's Ref: 124821-DWHY-AUSGRIDE	PLAN OF EASEMENTS OVER PART OF LOT 100 DP 1235895.	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: —— Lengths are in metres. Reduction Ratio SEE SHEET	Registered 21.08.2018	DP1243529

PLAN FORM 2 (A2) DP1243529

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 4 of 6 Sheets

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SEE SHEET 1 FOR STRATUM NOTES.

(C) DENOTES 8°19'45"

(D) DENOTES 98°19'45"

DIAGRAM P2-SW1
NOT TO SCALE
(AT PARKING LEVEL 2)

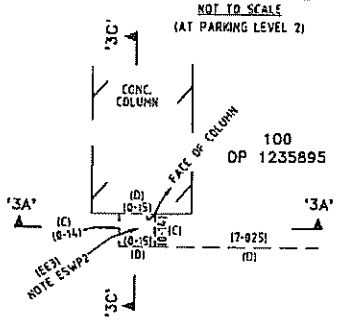


DIAGRAM P2-NE2
NOT TO SCALE
(SHOWING THE LOCATION OF A METAL COVER BOX)

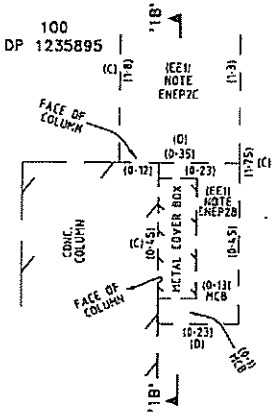


DIAGRAM P2-NE1
NOT TO SCALE
(AT PARKING LEVEL 2)

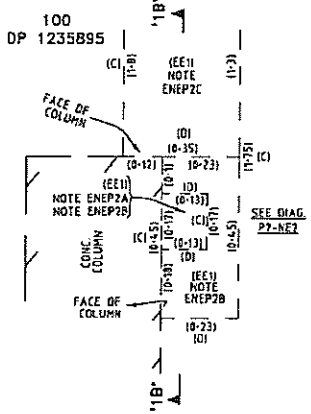


DIAGRAM P2-NE
SCALE 1:100
(AT PARKING LEVEL 2)

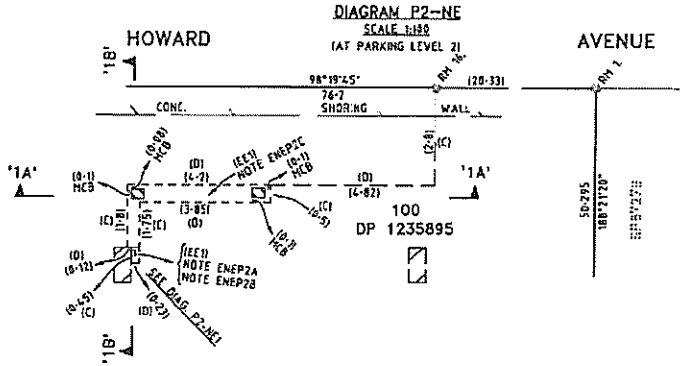


DIAGRAM P2-SE
SCALE 1:100
(AT PARKING LEVEL 2)

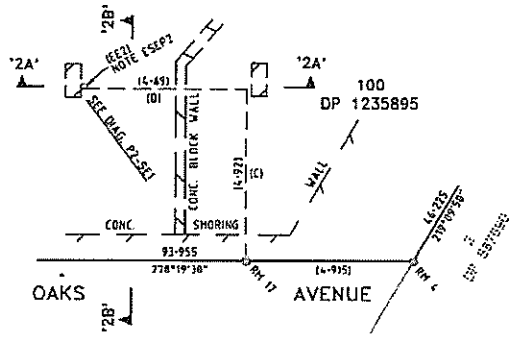
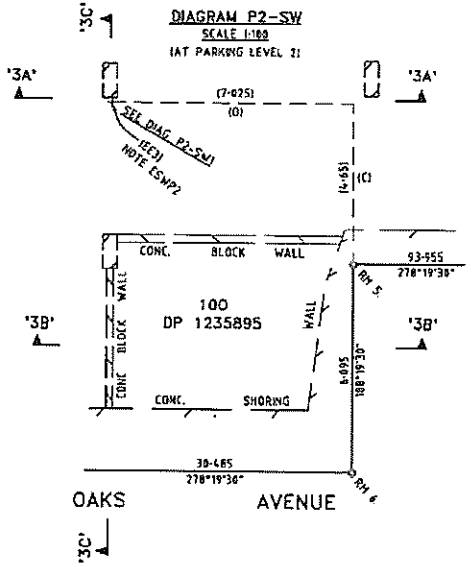


DIAGRAM P2-SW
SCALE 1:100
(AT PARKING LEVEL 2)



SECTION '2B'–'2B'
NOT TO SCALE

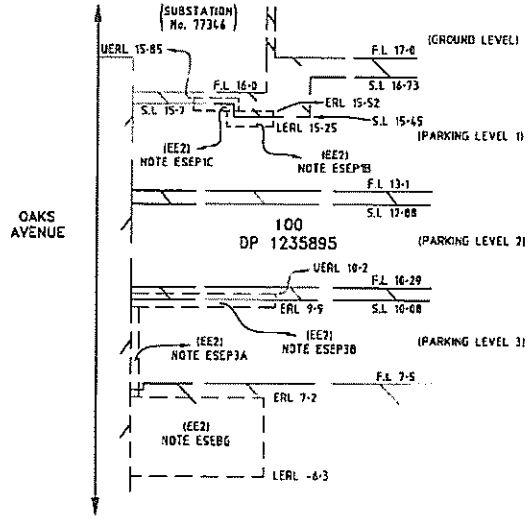
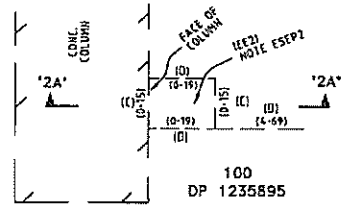


DIAGRAM P2-SE1
NOT TO SCALE
(AT PARKING LEVEL 2)



DENOTES UNLIMITED IN HEIGHT

DENOTES UNLIMITED IN DEPTH

(EE1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM
(EE2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM
(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM

MCB DENOTES METAL COVER BOX
F.L. DENOTES CONCRETE FLOOR LEVEL (APPROX.)
S.L. DENOTES CONCRETE SOFFIT LEVEL (APPROX)
UERL DENOTES UPPER EASEMENT RL
LERL DENOTES LOWER EASEMENT RL
ERL DENOTES UPPER/LOWER EASEMENT RL

Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 18/05/2018
Surveyor's Ref: 124821-DWHY-AUSGRIDE

PLAN OF
EASEMENTS OVER PART OF LOT 100 DP 1235895.

LGA: NORTHERN BEACHES
Locality: DEE WHY
Subdivision No: ——

Lengths are in metres Reduction Ratio SEE SHEET

Registered
21.08.2018

DP1243529

PLAN FORM 2 (A2) DP1243529

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan Sheet No. 5 of 6 Sheets

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 1 FOR STRATUM NOTES

(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

DIAGRAM P1-SW2
NOT TO SCALE
(SHOWING THE LOCATION OF A METAL COVER BOX)

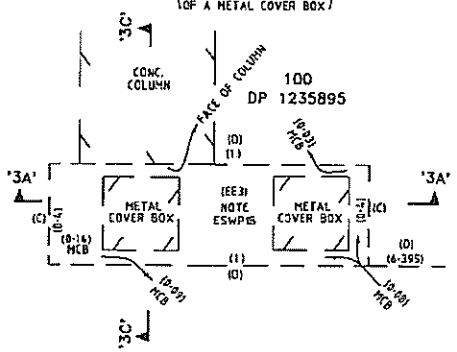


DIAGRAM P1-SW1
NOT TO SCALE
(AT PARKING LEVEL 1)

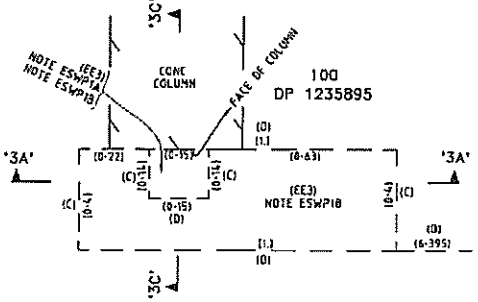


DIAGRAM P1-NE
NOT TO SCALE
(AT PARKING LEVEL 1)

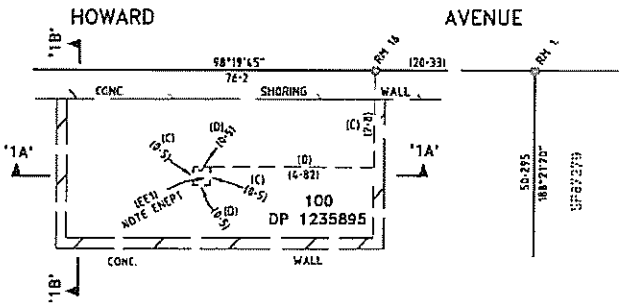


DIAGRAM P1-SW
SCALE 1:100
(AT PARKING LEVEL 1)

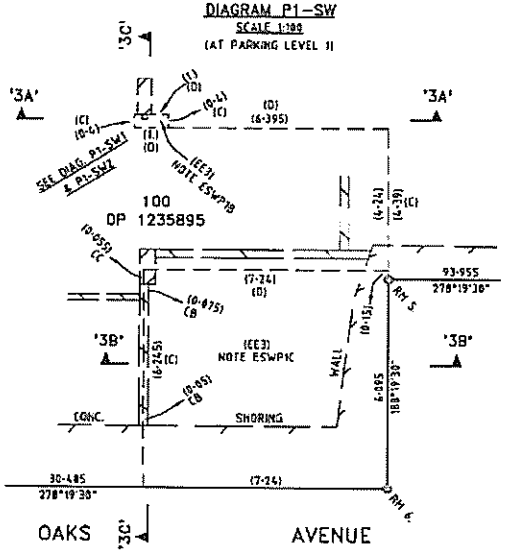


DIAGRAM P1-SE3
NOT TO SCALE
(SHOWING THE LOCATION OF A METAL COVER BOX)

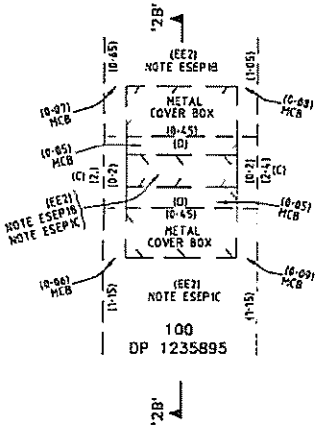


DIAGRAM P1-SE1
NOT TO SCALE
(AT PARKING LEVEL 1)

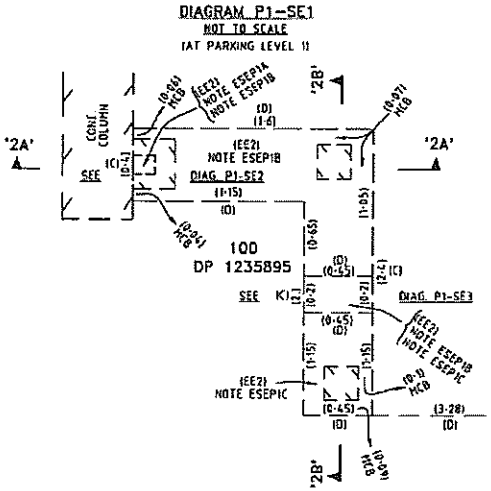


DIAGRAM P1-SE2
NOT TO SCALE
(AT PARKING LEVEL 1)

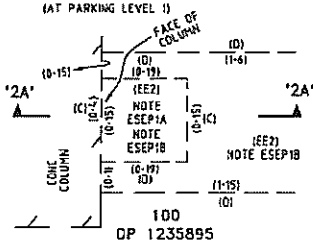
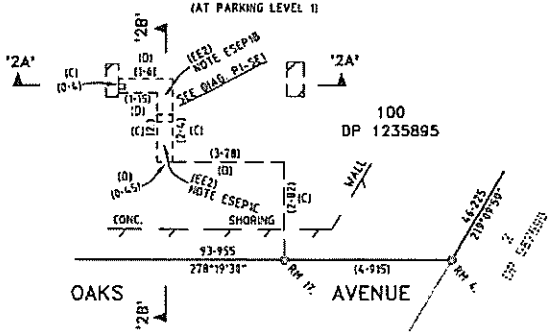


DIAGRAM P1-SE
SCALE 1:100
(AT PARKING LEVEL 1)



(EE1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM
(EE2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM
(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM

CB DENOTES CONCRETE BLOCK WALL (UNDER)
CC DENOTES CONCRETE COLUMN (UNDER)
MCB DENOTES METAL COVER BOX

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 18/05/2018 Surveyor's Ref: 124871-DWHY-AUSGRIDE	PLAN OF EASEMENTS OVER PART OF LOT 100 DP 1235895.	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: —— Lengths are in metres Reduction Ratio SEE SHEET	Registered 21.08.2018	DP1243529

PLAN FORM 2 (A2) DP1243529

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

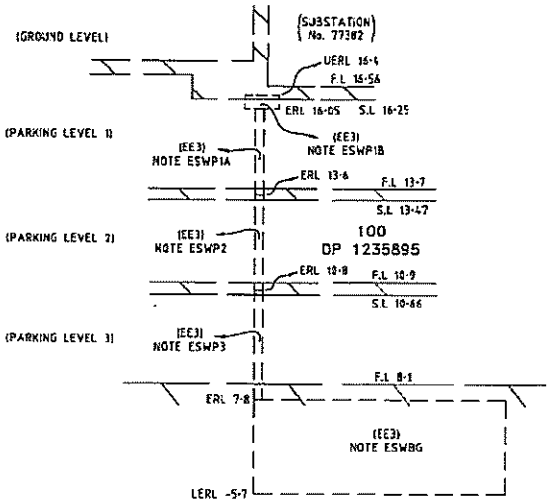
ePlan Sheet No. 6 of 6 Sheets

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

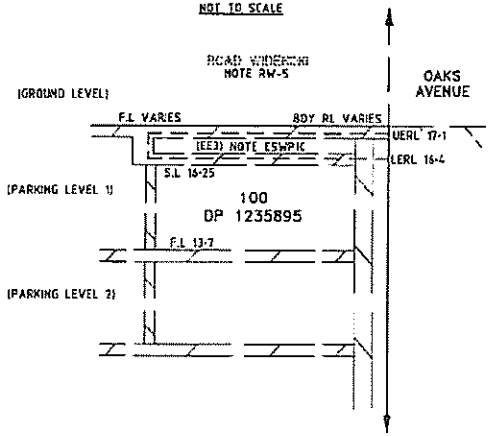
REFER TO SHEET 1 FOR INDEXES TO DIAGRAMS AND SECTIONS.

SEE SHEET 1 FOR STRATUM NOTES.

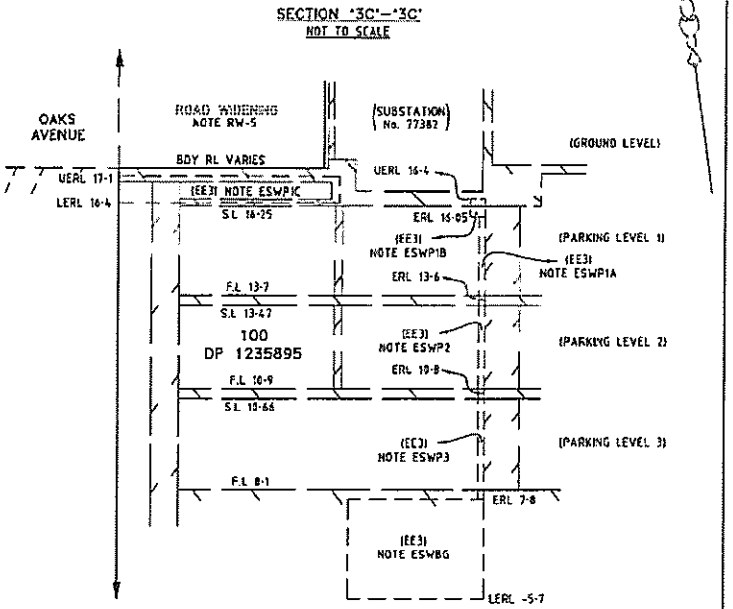
SECTION '3A'–'3A'
NOT TO SCALE



SECTION '3B'–'3B'
NOT TO SCALE



SECTION '3C'–'3C'
NOT TO SCALE



DENOTES UNLIMITED IN HEIGHT

DENOTES UNLIMITED IN DEPTH

(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM

F.L DENOTES CONCRETE FLOOR LEVEL (APPROX.)
S.L DENOTES CONCRETE SOFFIT LEVEL (APPROX.)
UERL DENOTES UPPER EASEMENT RL
LERL DENOTES LOWER EASEMENT RL
ERL DENOTES UPPER/LOWER EASEMENT RL

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 18/05/2018 Surveyor's Ref: 124821-DWHY-AUSGRIDE	PLAN OF EASEMENTS OVER PART OF LOT 100 DP 1235895.	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: —— Lengths are in metres. Reduction Ratio SEE SHEET	Registered 21.08.2018

DP1243529

ePlan

PLAN FORM 6 (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 1 of 2 sheets

Office Use Only

Registered: 21.08.2018

Title System: TORRENS

Office Use Only

DP1243529

PLAN OF
EASEMENTS OVER PART OF LOT 100 DP 1235895.

LGA: NORTHERN BEACHES
Locality: DEE WHY
Parish: MANLY COVE
County: CUMBERLAND

Survey Certificate

I, Wayne Allen Diver-Tuck

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 2017*, is accurate and the survey was completed on: 18/05/2018, ~~or~~

~~*(b) The part of the land shown in the plan (*being/*excluding** .....)~~ was surveyed in accordance with ~~the *Surveying and Spatial Information Regulation 2017*~~, the part surveyed is accurate and the survey was completed on, ... the part not ~~surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in the plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: "X"-"Y" MGA

Type: *Urban/ ~~*Rural~~

The terrain is *Level-Undulating/ ~~*Steep-Mountainous~~

Signature: Wayne Allen Diver-Tuck Dated: 18/05/2018

Surveyor Identification No: 941

Surveyor registered under the *Surveying and Spatial Information Act 2002*.

* Strike out inappropriate words.
** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

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, ...

*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: .....

Date of endorsement: .....

Subdivision Certificate number: .....

File number: .....

*Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 8172	DP 1009244	SP 76355
DP 9900	DP 1019672	SP 87279
DP 212382	DP 1045755	
DP 231418	DP 1178758	
DP 389449	DP 1178762	
DP 504212	DP 1092185	
DP 587690	DP 1220951	
DP 625802	DP 1235895	
DP 640737		

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

SURVEYOR'S REFERENCE: 124821-DWHY-AUSGRIDE

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

Office of the Registrar-General /Src:INFOTRACK /Rqst:136515

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 2 sheets

Office Use Only

Registered: 21.08.2018

Office Use Only

DP1243529

PLAN OF
EASEMENTS OVER PART OF LOT 100 DP 1235895.

Subdivision Certificate Number: .....

Date of Endorsement: .....

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

- A schedule of lots and addresses-See 60(c) *SSI Regulation 2017*
- 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.

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

1. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM
2. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM
3. EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM

Executed by Karimbla Properties (No.41) Pty Ltd ACN 160 693 372 in accordance with section 127 of the Corporations Act 2001

David Cremona
Director

Joseph Callaghan
Secretary

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Signed sealed and delivered for and on behalf of **Alpha Distribution Ministerial Holding Corporation:**

Signature of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation

Signature of Witness

RICHARD DENT

Name of Agent in full

SCOTT GORDON

Name of Witness in full

52 Martin Place, Sydney NSW 2000

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124821-DWHY-AUSGRIDE
HEMJBF\53984310\1

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)**

Plan: DP1243529 Plan of Easements over part of Lot 100 DP 1235895

Full name and address of the owner of the land:

KARIMBLA PROPERTIES (NO. 41) PTY LTD
ACN 160 693 372
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 (EE1) Variable Width Limited in Stratum	Lot 100 DP 1235895	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
2.	Easement for Electricity and Other Purposes (EE2) Variable Width Limited in Stratum	Lot 100 DP 1235895	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)
3.	Easement for Electricity and Other Purposes (EE3) Variable Width Limited in Stratum	Lot 100 DP 1235895	Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385)

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIBLE WIDTH LIMITED IN STRATUM NUMBERED 1 IN THE PLAN**

1.1 An easement is created on the terms and conditions contained in Memorandum AK980903.

2. **TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIBLE WIDTH LIMITED IN STRATUM NUMBERED 2 IN THE PLAN**

2.1 An easement is created on the terms and conditions contained in Memorandum AK980903.

Office of the Registrar-General /Src:InfoTrack /Rec:16/136318

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

Plan: DP1243529

Plan of Easements over part of Lot 100 DP 1235895

Full name and address of the owner of the land:

KARIMBLA PROPERTIES (NO. 41) PTY LTD
ACN 160 693 372
Level 11, 528 Kent Street
SYDNEY NSW 2000

3. **TERMS OF EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIBLE WIDTH LIMITED IN STRATUM NUMBERED 3 IN THE PLAN**

3.1 An easement is created on the terms and conditions contained in Memorandum AK980903.

EXECUTED by **KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372** in accordance section 127 of the Corporations Act 2001)

KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 THE COMMON SEAL OF

Signature of Authorised Person

DIRECTOR

Office held

DAVID CREMONA

Name of Authorised Person (please print)

Signature of Authorised Person

SECRETARY

Office held

JOSEPH CALLAGHAN

Name of Authorised Person (please print)

SIGNED SEALED AND DELIVERED for and on behalf of **ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION**)

Signature of Witness

SCOTT GORDON

Name of Witness in full

52 Martin Place
~~126 Phillip Street~~, Sydney NSW 2000

Address of Witness

Signature of Agent ~~for Rob Whitfield~~, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation

Michael Pratt

RICHARD PEAK

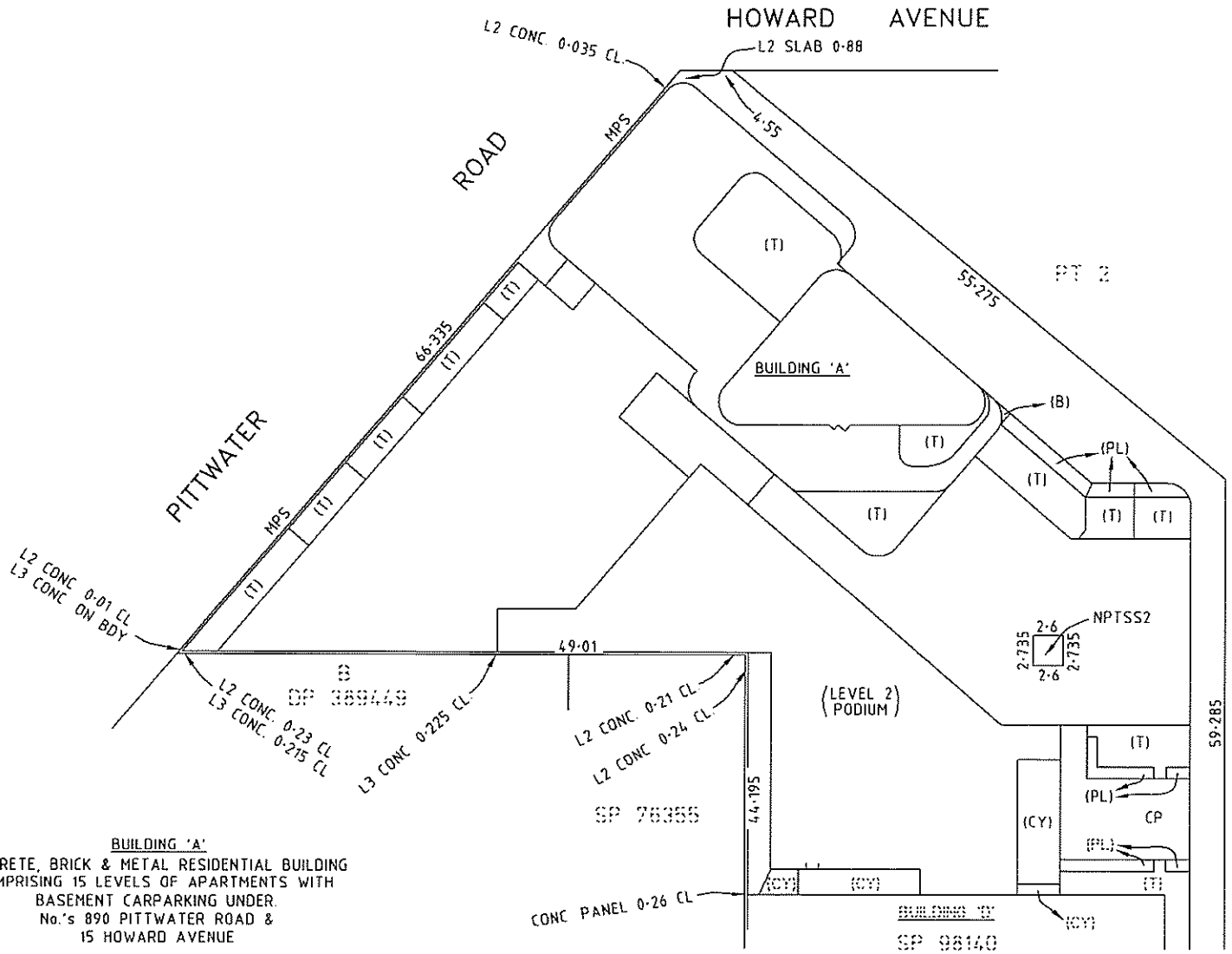
Name of Agent in full

REGISTERED 21.08.2018

SEE SHEETS 2 - 16 FOR LOCATION PLANS

BUILDING DETAIL

(SHOWING THE LOCATION OF BUILDING 'A' AT LEVEL 2 & ABOVE)



BUILDING 'A'
CONCRETE, BRICK & METAL RESIDENTIAL BUILDING COMPRISING 15 LEVELS OF APARTMENTS WITH BASEMENT CARPARKING UNDER.
No.'s 890 PITTWATER ROAD & 15 HOWARD AVENUE

L2 DENOTES LEVEL 2
L3 DENOTES LEVEL 3
MPS DENOTES VARIOUS METAL PRIVACY SCREENS OVERHANG BOUNDARY ABOUT 0·05
NPTSS2 DENOTES NOT PART OF THIS STRATA SCHEME AT LEVEL 2 (LOT 2 DP1241568)

(B) DENOTES BALCONY
(CY) DENOTES COURTYARD
(PL) DENOTES PLANTER
(T) DENOTES TERRACE
PT 2 DENOTES PT 2 D.P.1241568

SCHEDULE OF CURVED BOUNDARIES

LINE	CHORD	ARC	RADIUS
2	73°40'40" 1·5	1·55	1·8
3	143°19'45" 2·545	2·825	1·8
4	233°19'45" 2·545	2·825	1·8
5	244°13'25" 2·98	3·06	3·9

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568

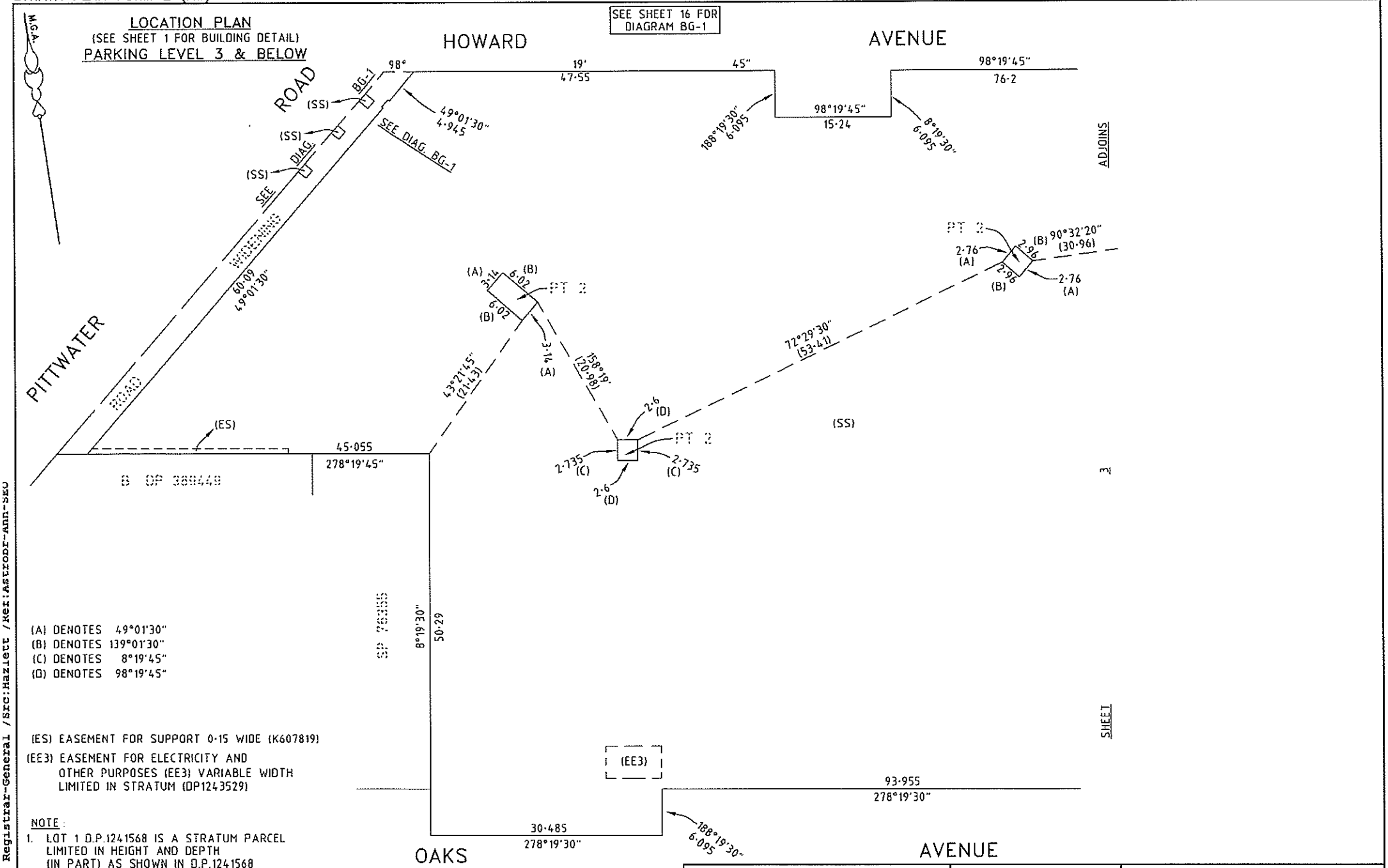
Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres Reduction Ratio 1:400

Registered 2.11.2018

SP98358

10 20 30 40 50 Table of mm 90 100 110 120 130 140 NSWLRS REF: 2018M7600(23)

\\Dee Why-Oaks Ave\Final-Stg2-A



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

NOTE:

1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG2RESI Subdivision No: 40/2018 Lengths are in metres. Reduction Ratio 1:450	Registered 2.11.2018	SP98358

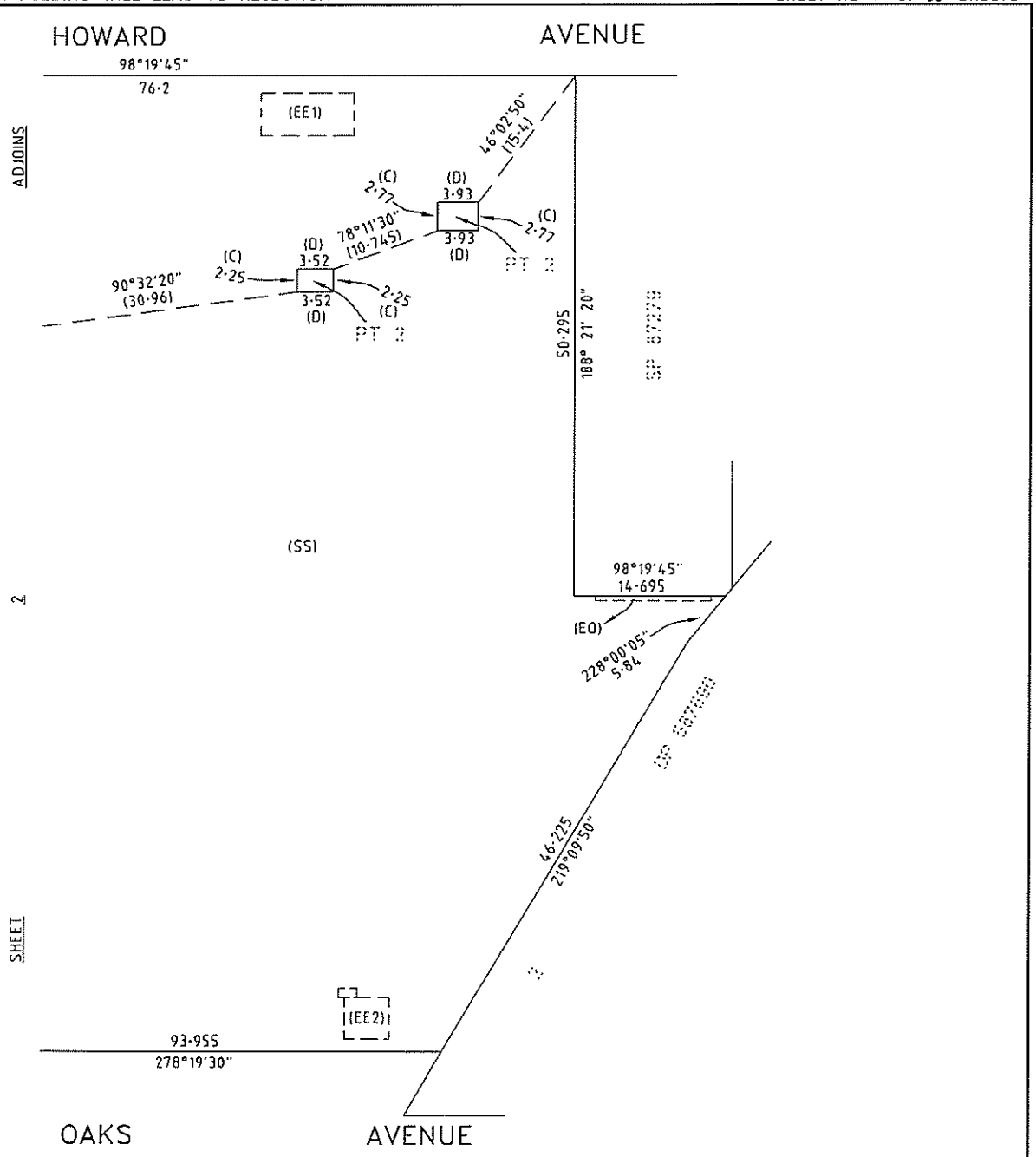
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Rer:Astrodr-Ann-SEU

M.G.A.

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 3 & BELOW



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

(EO) EASEMENT FOR OVERHANG VARIABLE WIDTH (DP1178762)

(EE1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

(EE2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck	Registered	SP98358
Surveyor's Ref:124821-DEE WHY-STG2RESI	2.11.2018	
Subdivision No: 40/2018		
Lengths are in metres. Reduction Ratio 1:450		

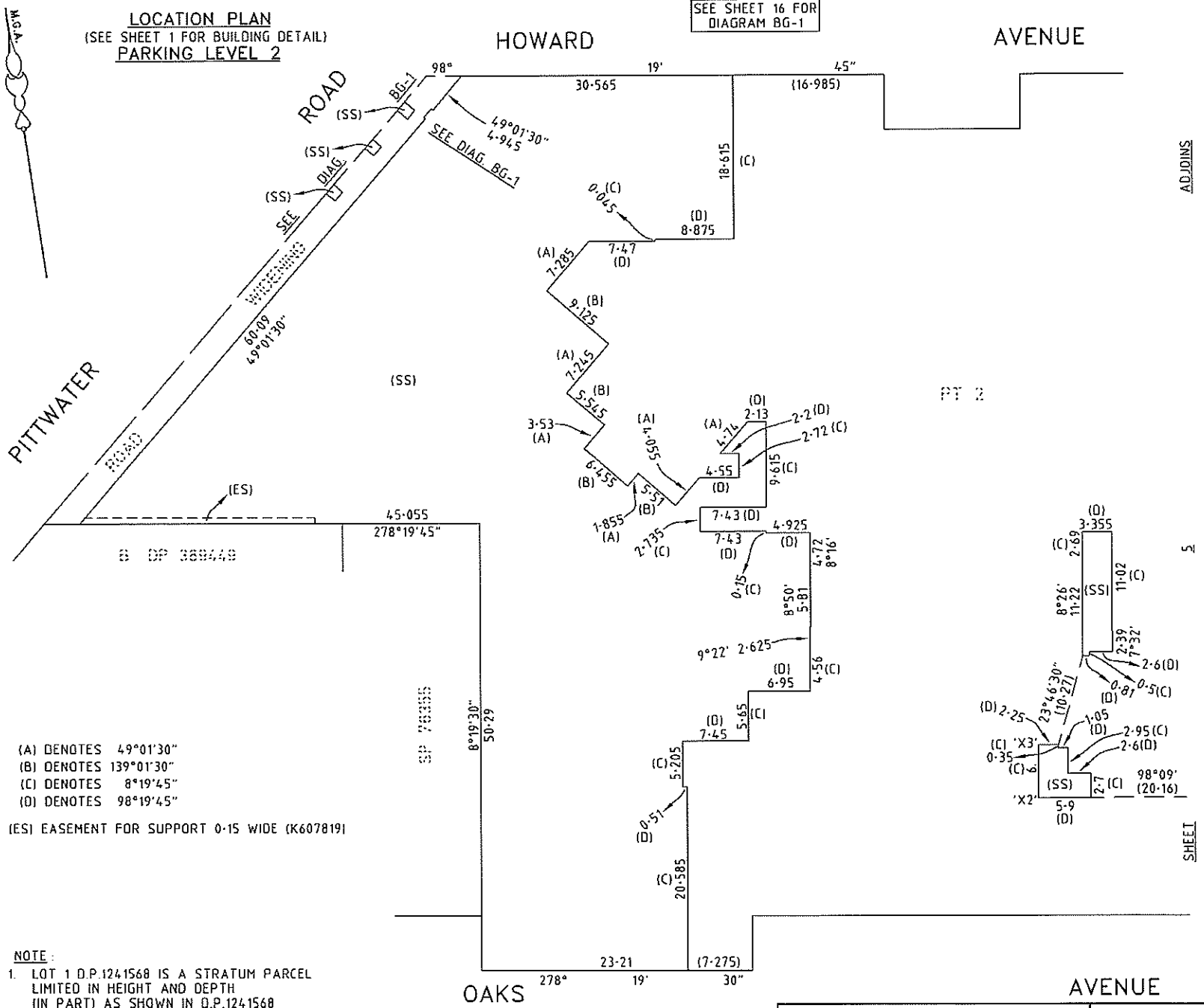
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg2-A

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 2

SEE SHEET 16 FOR DIAGRAM BG-1

POINTS DENOTED 'X2'&'X3' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1:450

Registered
2.11.2018

SP98358

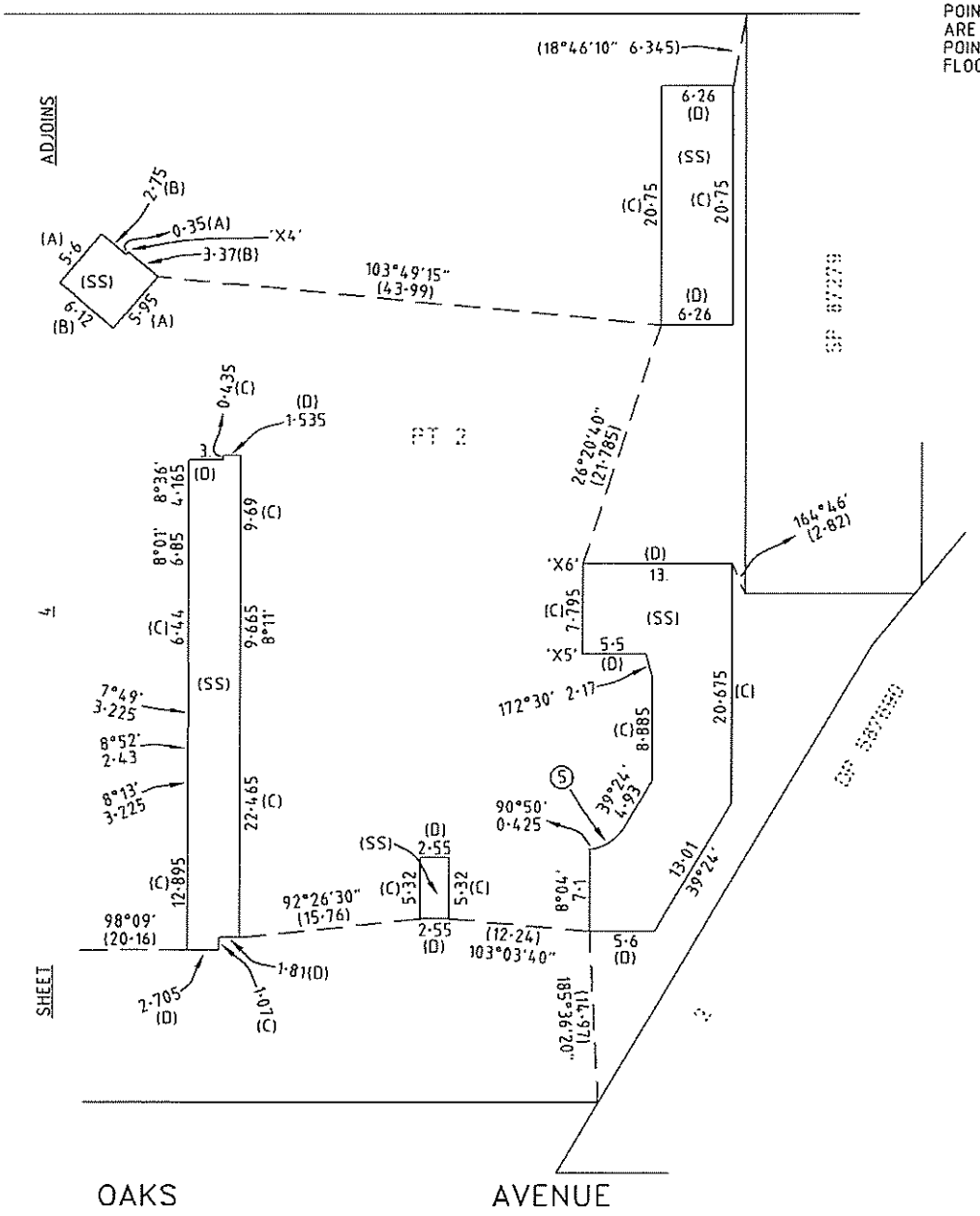
Office of the Registrar-General /SRC:Hazlett /REF:Ashrodr-Amd-Dwg

M.G.A.

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 2

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

POINTS DENOTED 'X4','X5'&'X6' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



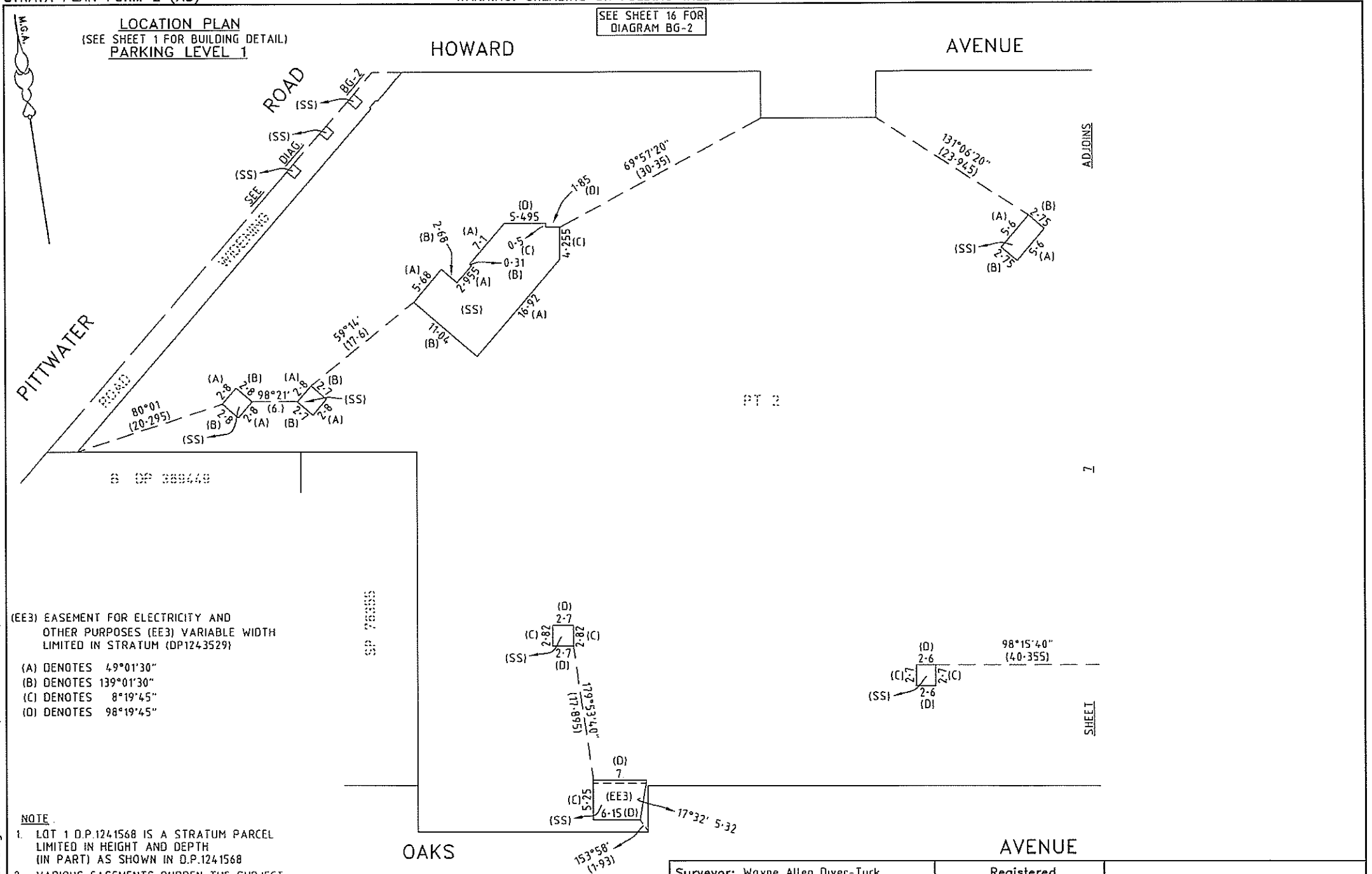
(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck	Registered	SP98358
Surveyor's Ref:124821-DEE WHY-STG2RESI	2.11.2018	
Subdivision No: 40/2018		
Lengths are in metres. Reduction Ratio 1:450		

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



(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE

1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck	Registered	SP98358
Surveyor's Ref:124821-DEE WHY-STG2RESI	2.11.2018	
Subdivision No: 40/2018		
Lengths are in metres. Reduction Ratio 1:450		

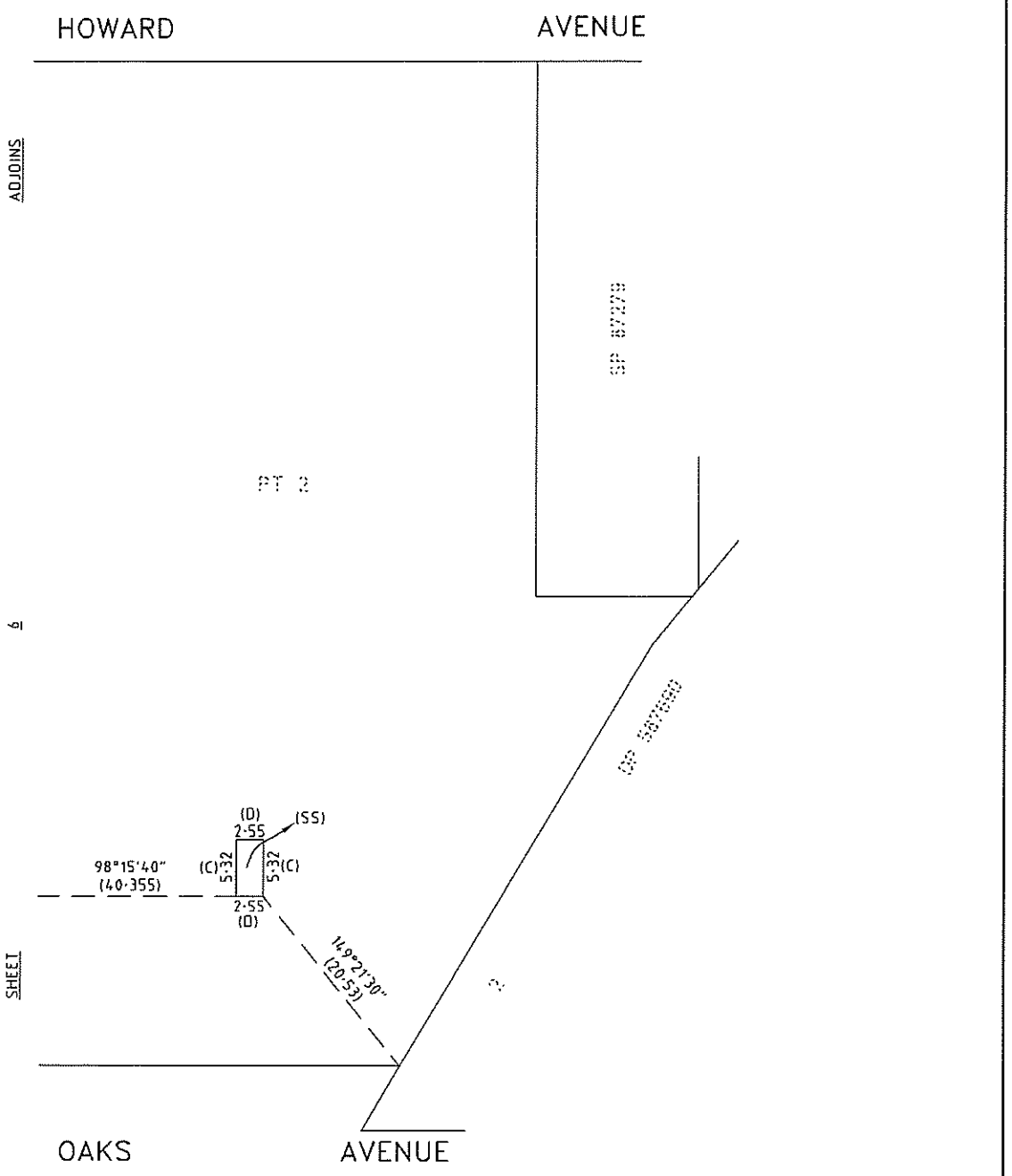
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg2-A

OFFICE OF THE REGISTRAR-GENERAL / SEC: NSW LRS / ACT: ACT LRS - PRINTED: 2018

M.G.A.

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 1



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG2RESI Subdivision No: 40/2018 Lengths are in metres. Reduction Ratio 1:450	Registered 2.11.2018	SP98358

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

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
GROUND LEVEL

SEE SHEET 16 FOR DIAGRAMS AG-1 & GL-1

POINTS DENOTED 'X11','X12','X13' & 'X14' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.

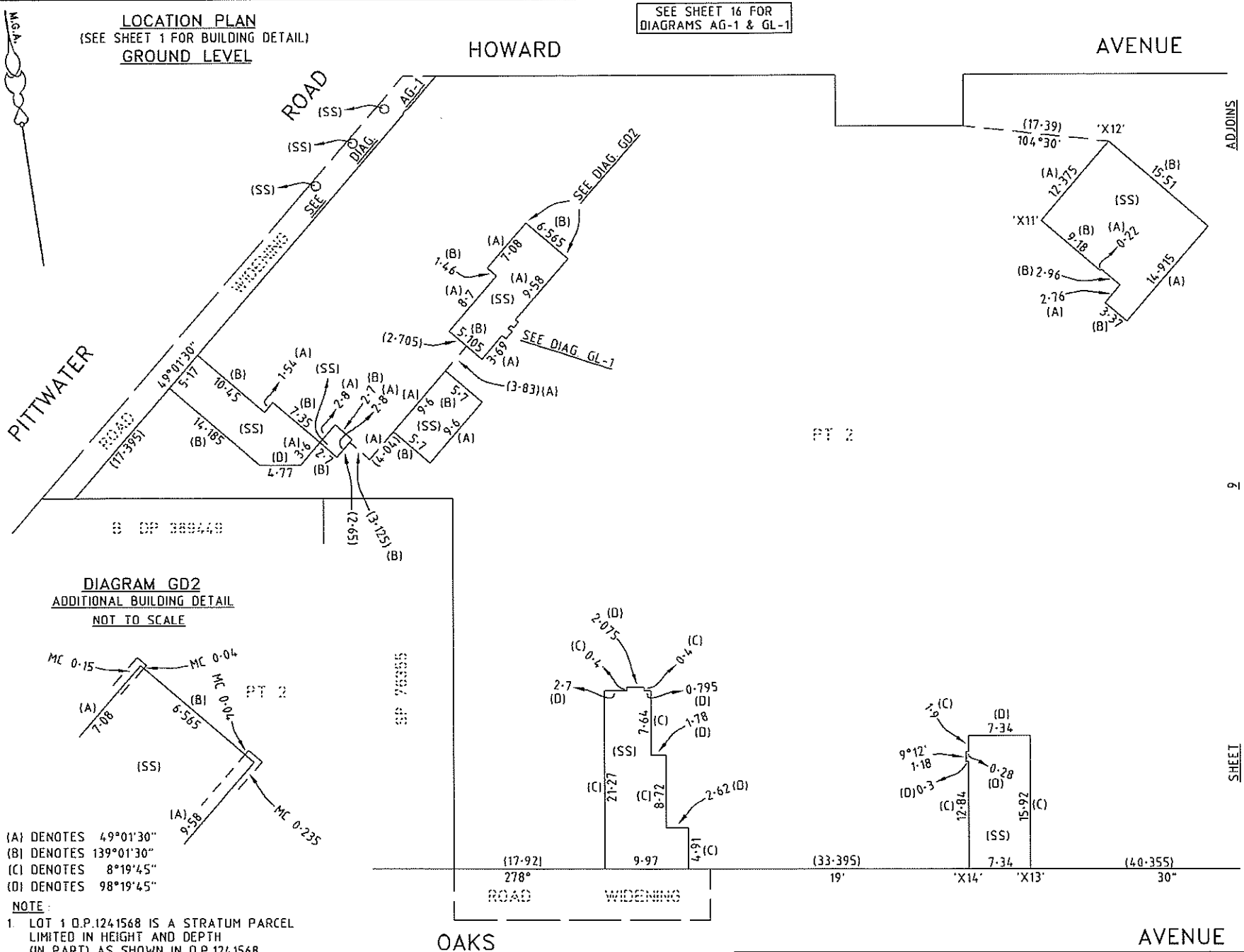


DIAGRAM GD2
ADDITIONAL BUILDING DETAIL
NOT TO SCALE

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 5B)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

MC DENOTES METAL CLADDING
PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RES1
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1:450

Registered 2.11.2018

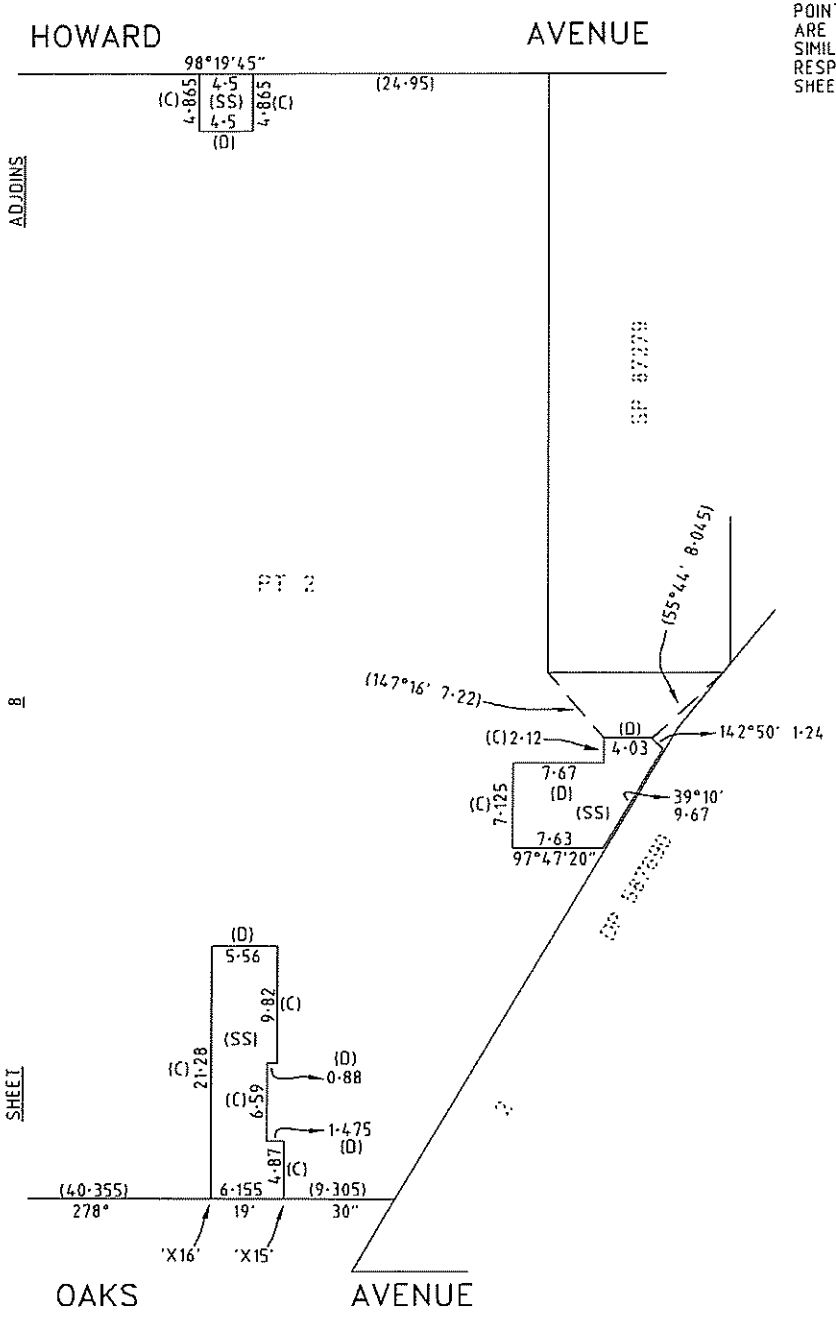
SP98358

Office of the Registrar-General /Src:Hazell /Rec:Ashfords-Ann-Sav

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
GROUND LEVEL

M.G.A.

POINTS DENOTED 'X15'&'X16' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG2RESI Subdivision No: 40/2018 Lengths are in metres. Reduction Ratio 1:450	Registered 2.11.2018	SP98358

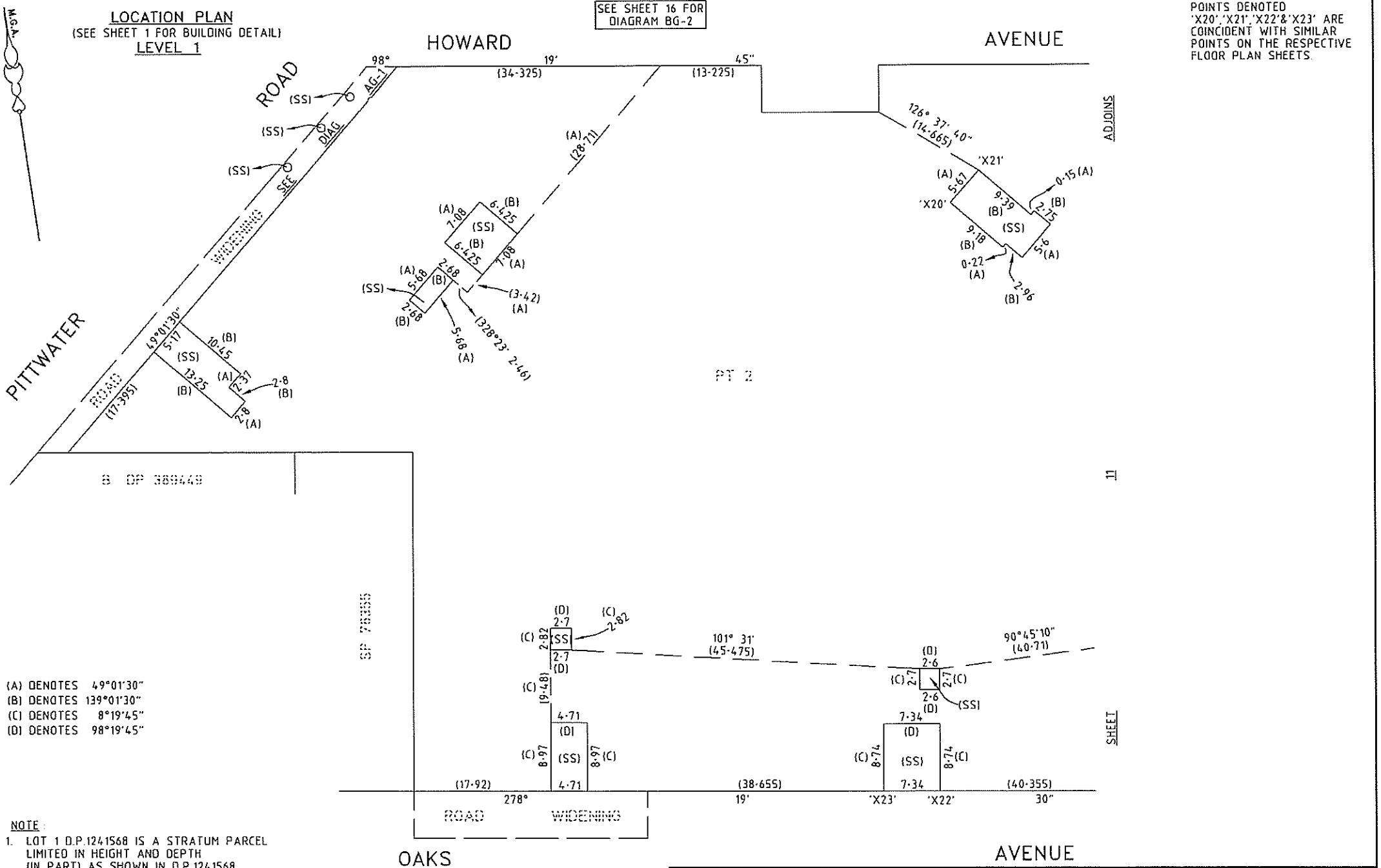
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg2-A

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 1

SEE SHEET 16 FOR DIAGRAM BG-2

POINTS DENOTED 'X20','X21','X22'&'X23' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1:450

Registered 2.11.2018

SP98358

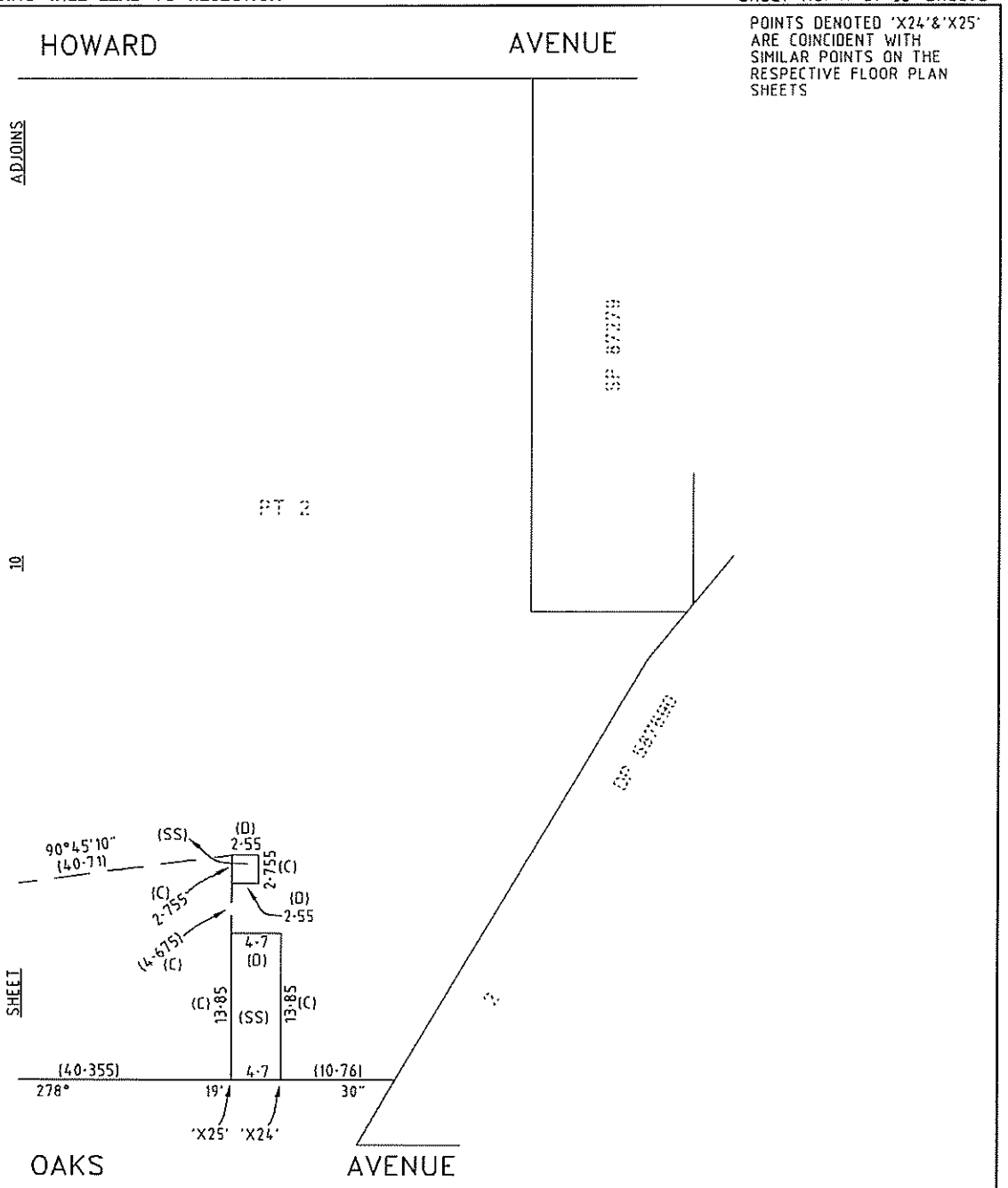
10 20 30 40 50 Table of mm 90 100 110 120 130 140

Office of the Registrar-General /Src:Hazlett /Ref:Astrodr-Ann-SEO

M.G.A.

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 1

POINTS DENOTED 'X24'&'X25' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

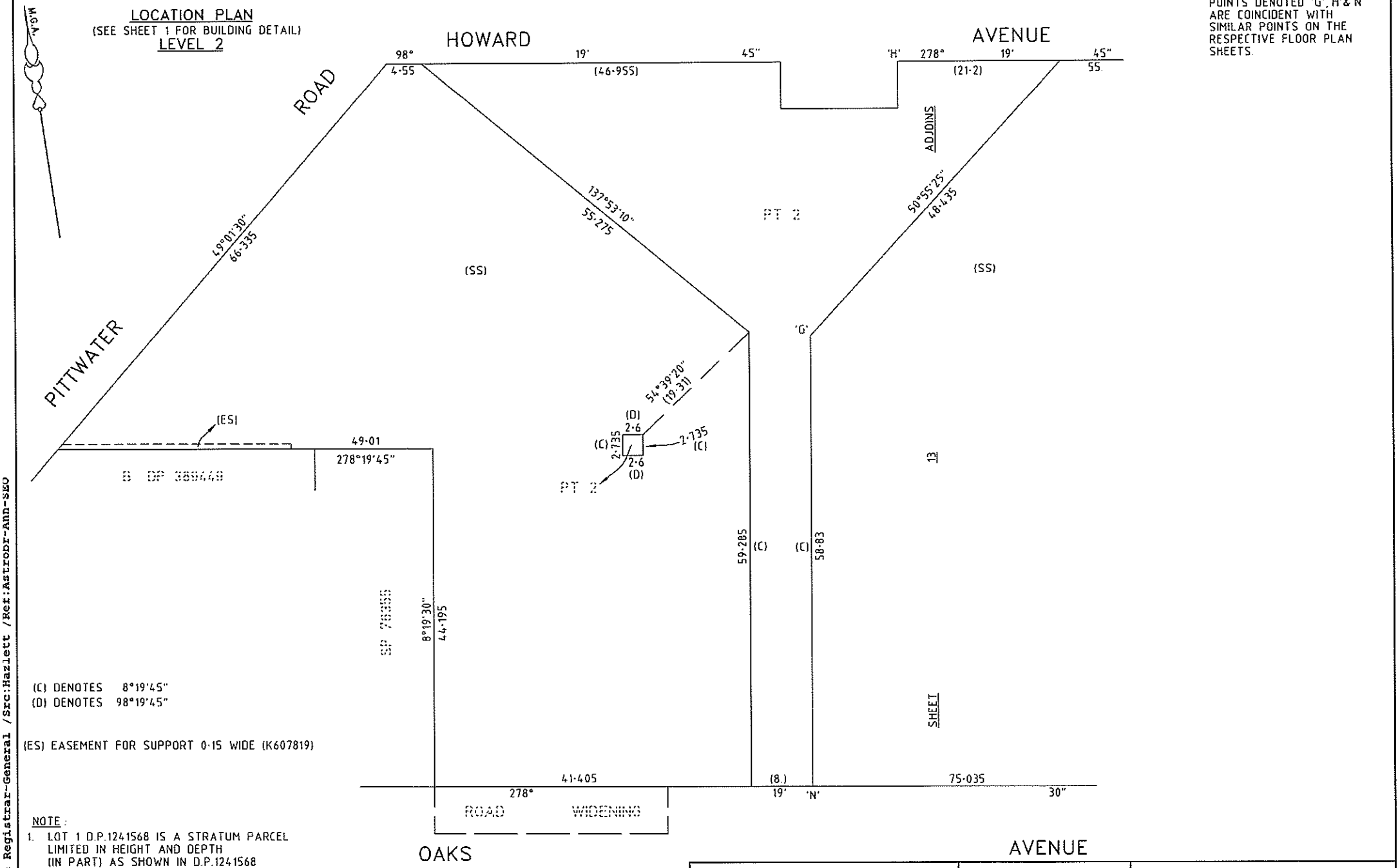
Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG2RESI Subdivision No: 40/2018 Lengths are in metres. Reduction Ratio 1:450	Registered 2.11.2018	SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

POINTS DENOTED 'G','H'&'N' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 2



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1:450

Registered 2.11.2018

SP98358

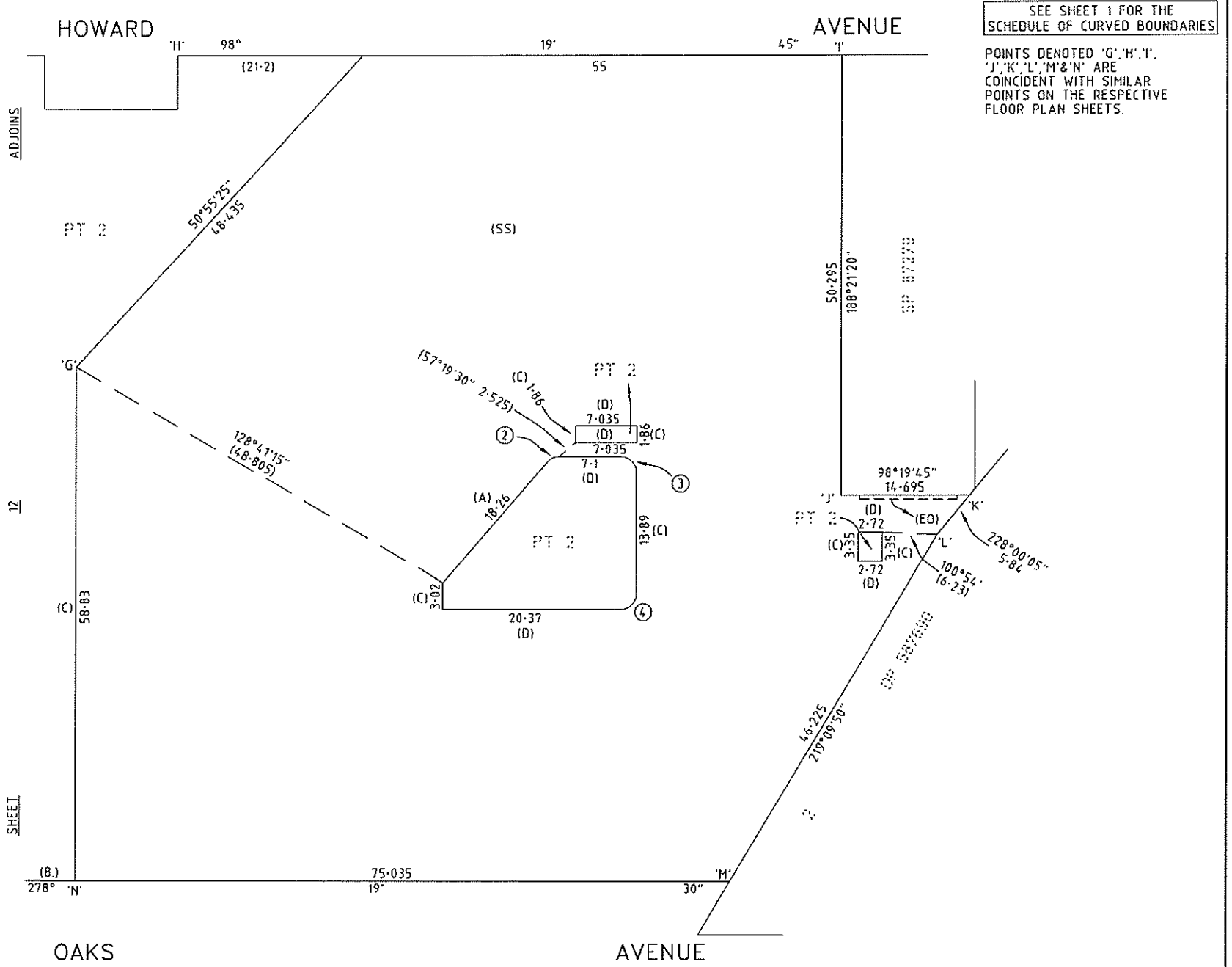
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Ref:Astrodr-Ann-SEO

M.G.A.

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 2



SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

POINTS DENOTED 'G','H','I', 'J','K','L','M'&'N' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.

(A) DENOTES 49°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE

1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

(EO) EASEMENT FOR OVERHANG VARIABLE WIDTH (DP1178762)

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1:450

Registered 2.11.2018

SP98358

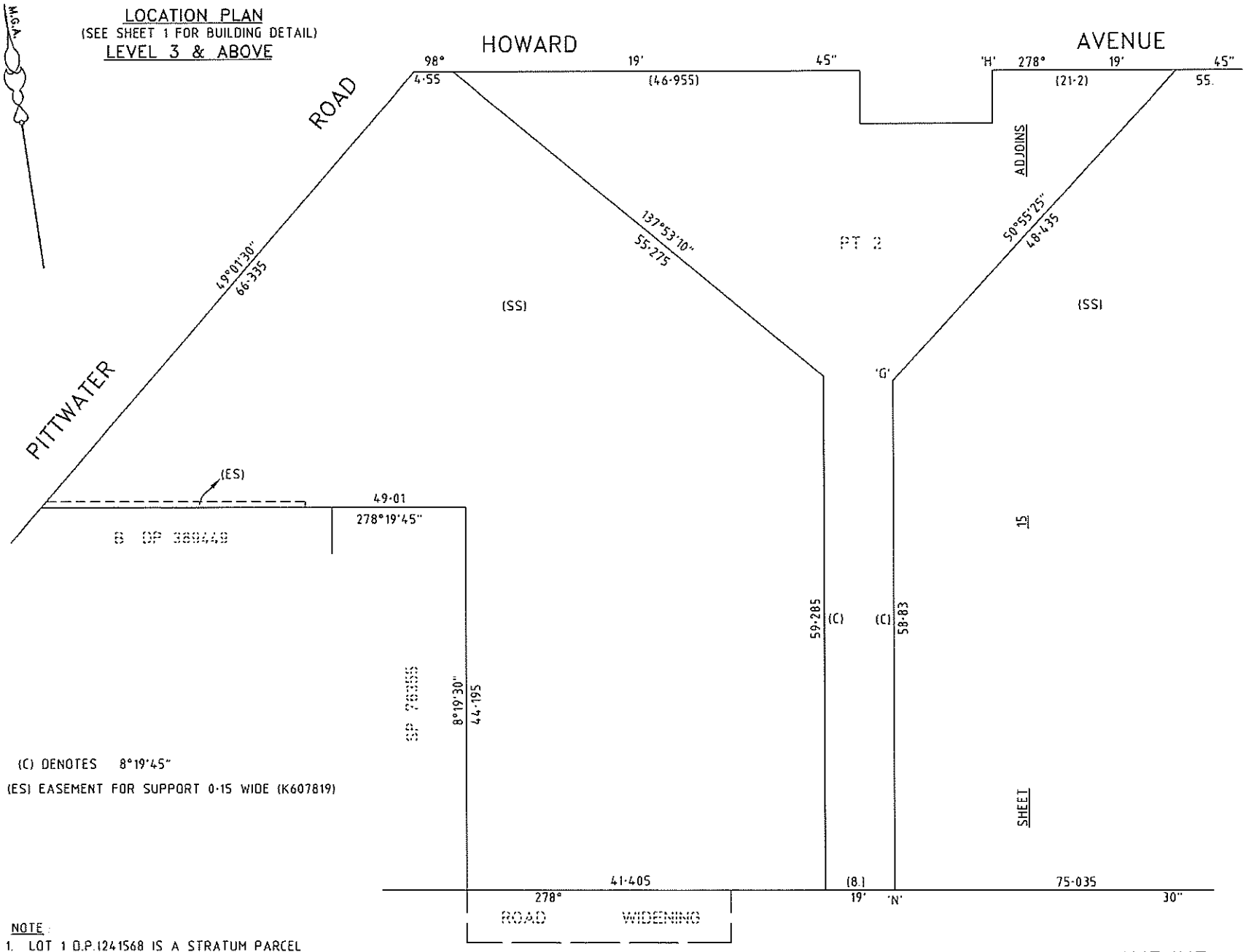
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg2-A

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet No 14 of 58 Sheets

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 3 & ABOVE

POINTS DENOTED 'G','H'&'N' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



(C) DENOTES 8°19'45"

(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1:450

Registered 2.11.2018

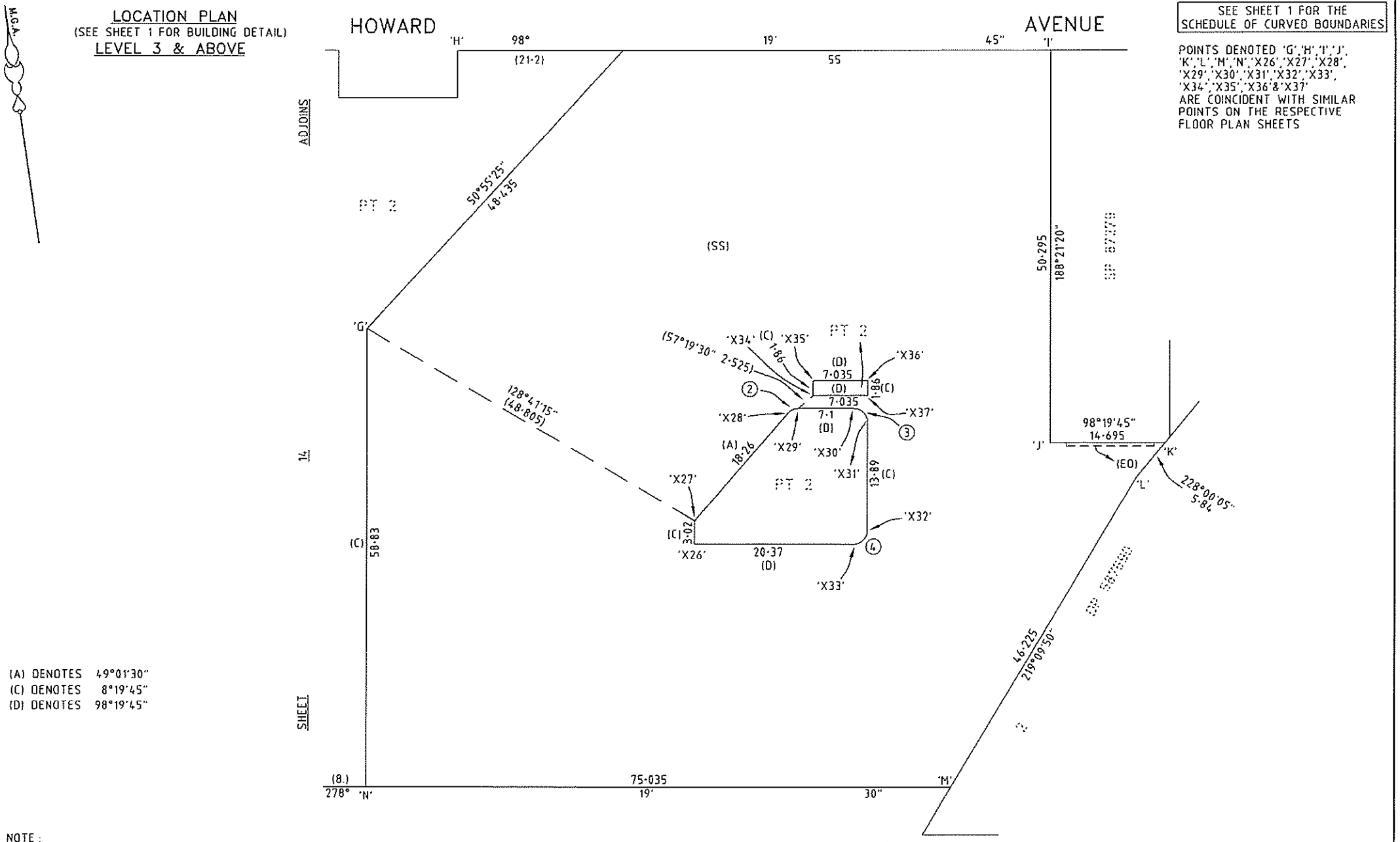
SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Rel:Asbuilt-Amd-Sec

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 3 & ABOVE



SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

POINTS DENOTED 'G','H','I','J', 'K','L','M','N','X26','X27','X28', 'X29','X30','X31','X32','X33', 'X34','X35','X36'&'X37' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS

(A) DENOTES 49°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

(EO) EASEMENT FOR OVERHANG VARIABLE WIDTH (DP1178762)

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1:450

Registered 2.11.2018

SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

LOCATION PLAN DIAGRAMS

M.G.A.

DIAGRAM BG–1
SCALE 1:200

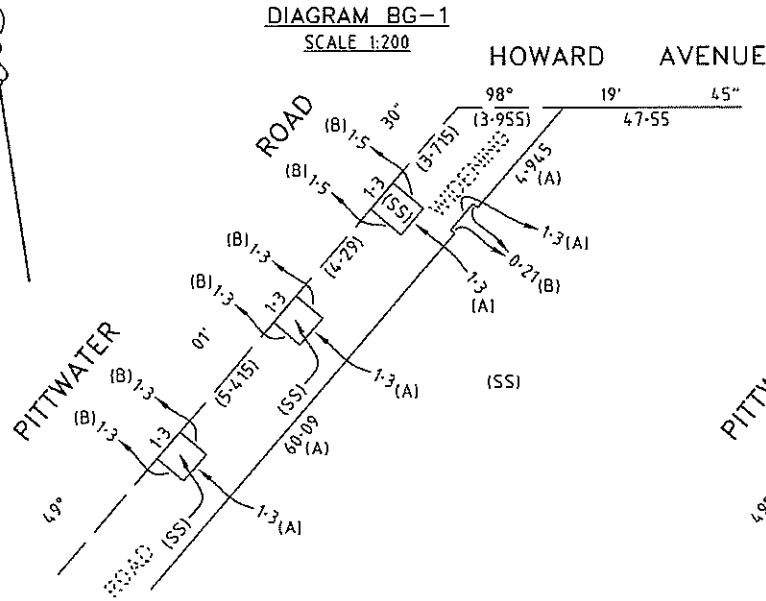


DIAGRAM BG–2
SCALE 1:200

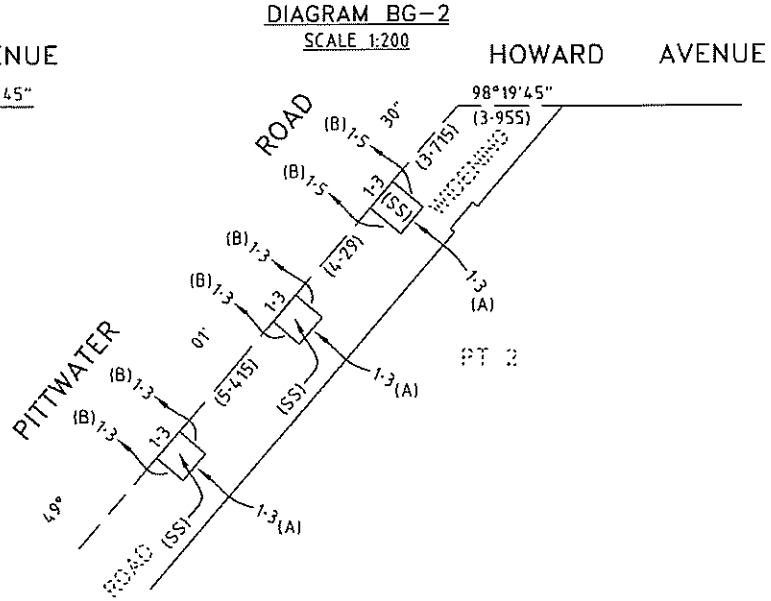
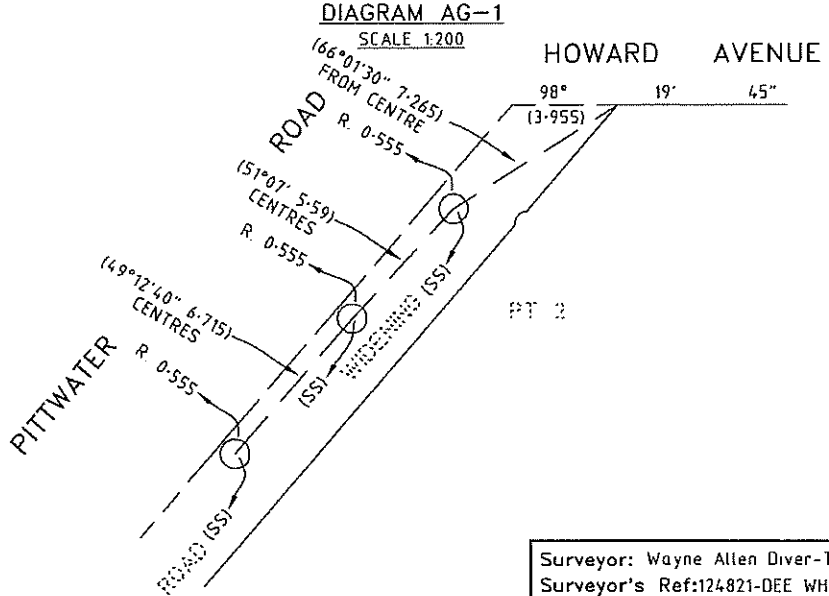
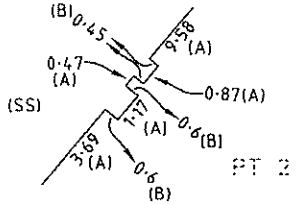


DIAGRAM AG–1
SCALE 1:200



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"

DIAGRAM GL–1
SCALE 1:200



NOTE :
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 58)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

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

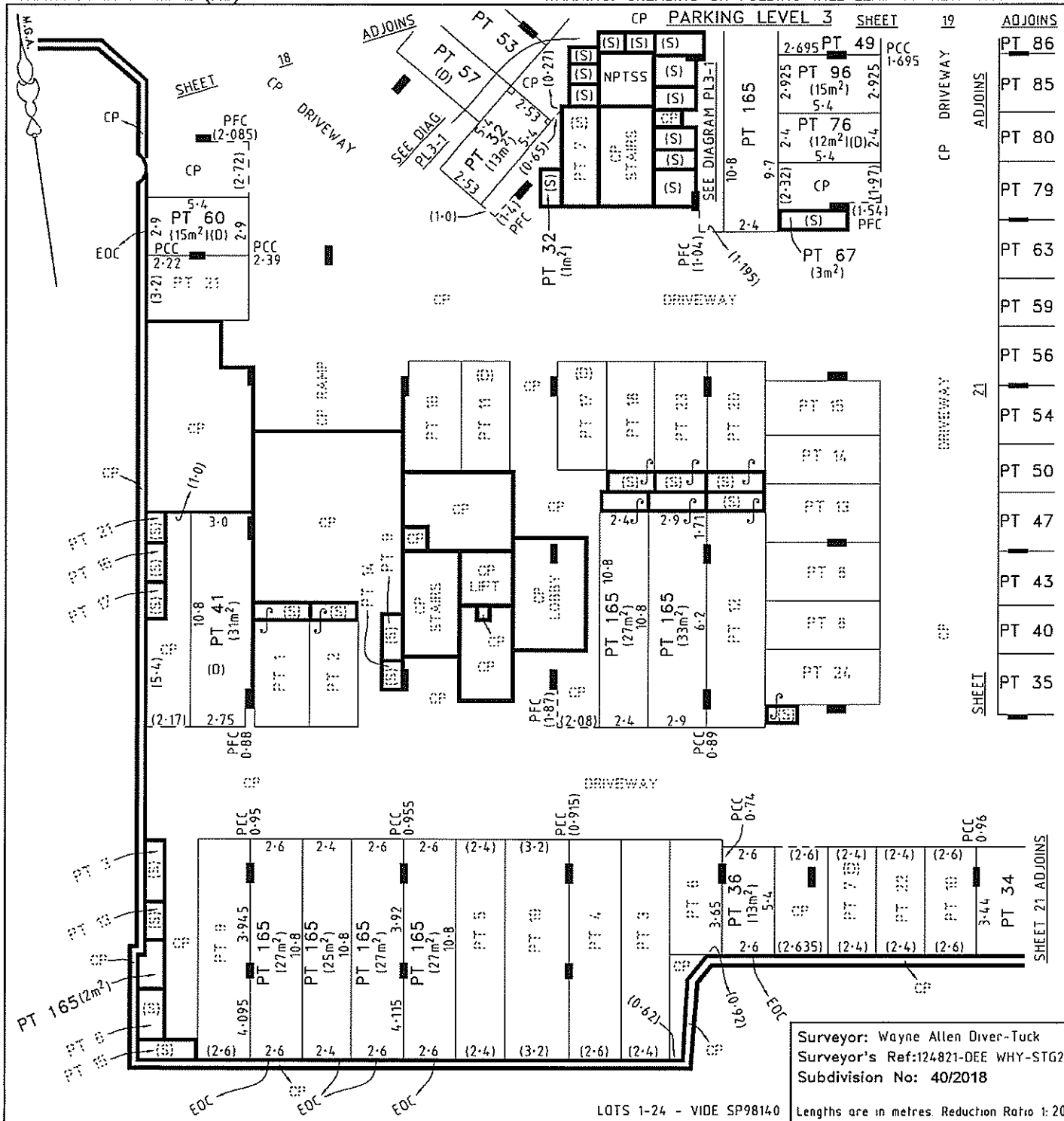
Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1: SEE SHEET

Registered
2.11.2018

SP98358

Office of the Registrar-General /SEC:Hazlett /REF:Astrodr-ann-SEC

\\Dee Why-Oaks Ave\Final-Stg2-A



THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

EOC DENOTES EDGE OF CONCRETE SLAB
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOTS 1-24 - VIDE SP98140

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

SP98358

SEE SHEET 24 FOR DIAGRAMS PL3-1 & PL3-2

PARKING LEVEL 3

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

EOC DENOTES EDGE OF CONCRETE SLAB
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RES
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

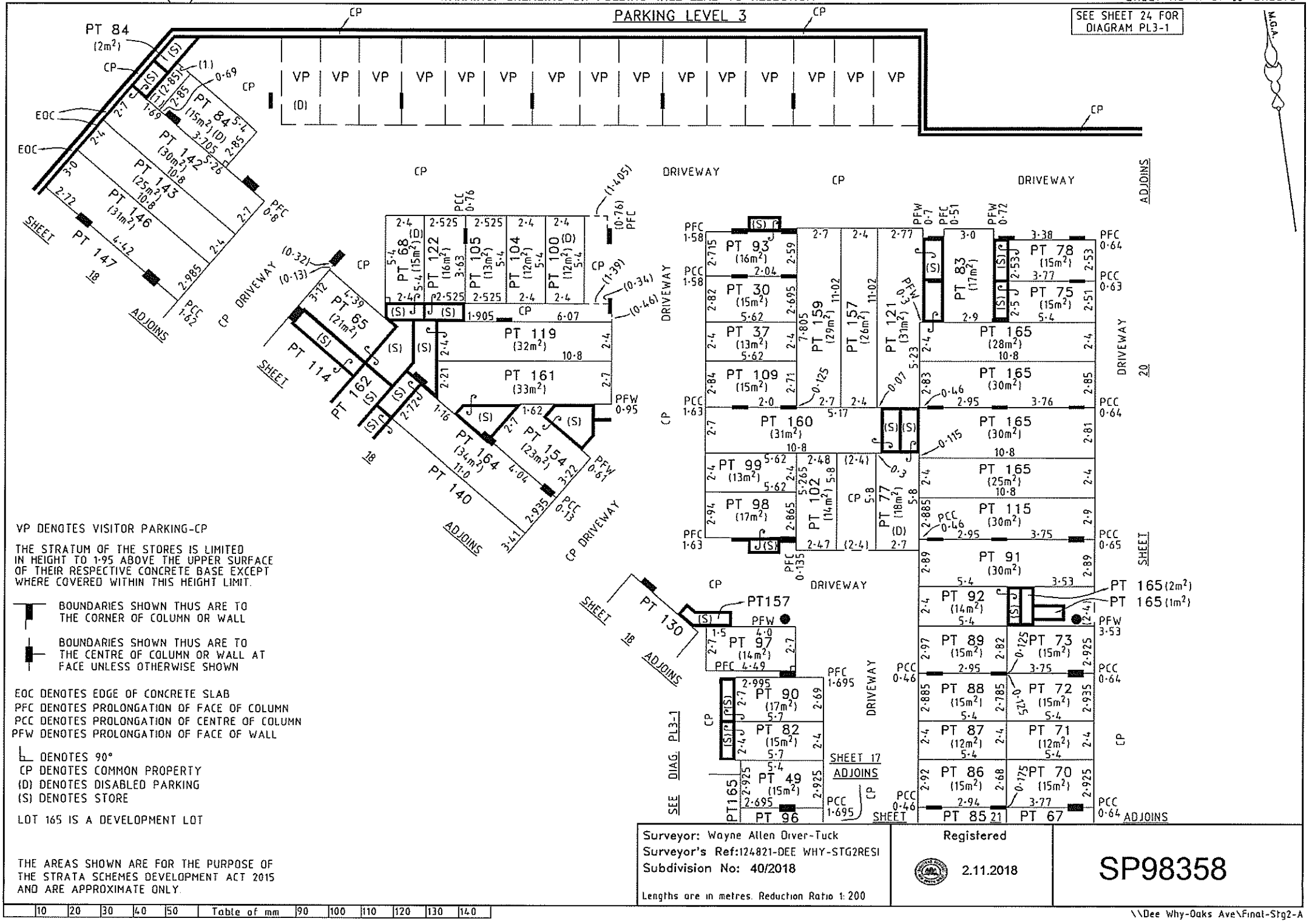
SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

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

PARKING LEVEL 3

SEE SHEET 24 FOR DIAGRAM PL3-1



VP DENOTES VISITOR PARKING-CP

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

EOC DENOTES EDGE OF CONCRETE SLAB
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

⌞ DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

LOT 165 IS A DEVELOPMENT LOT

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1:200

Registered 2.11.2018

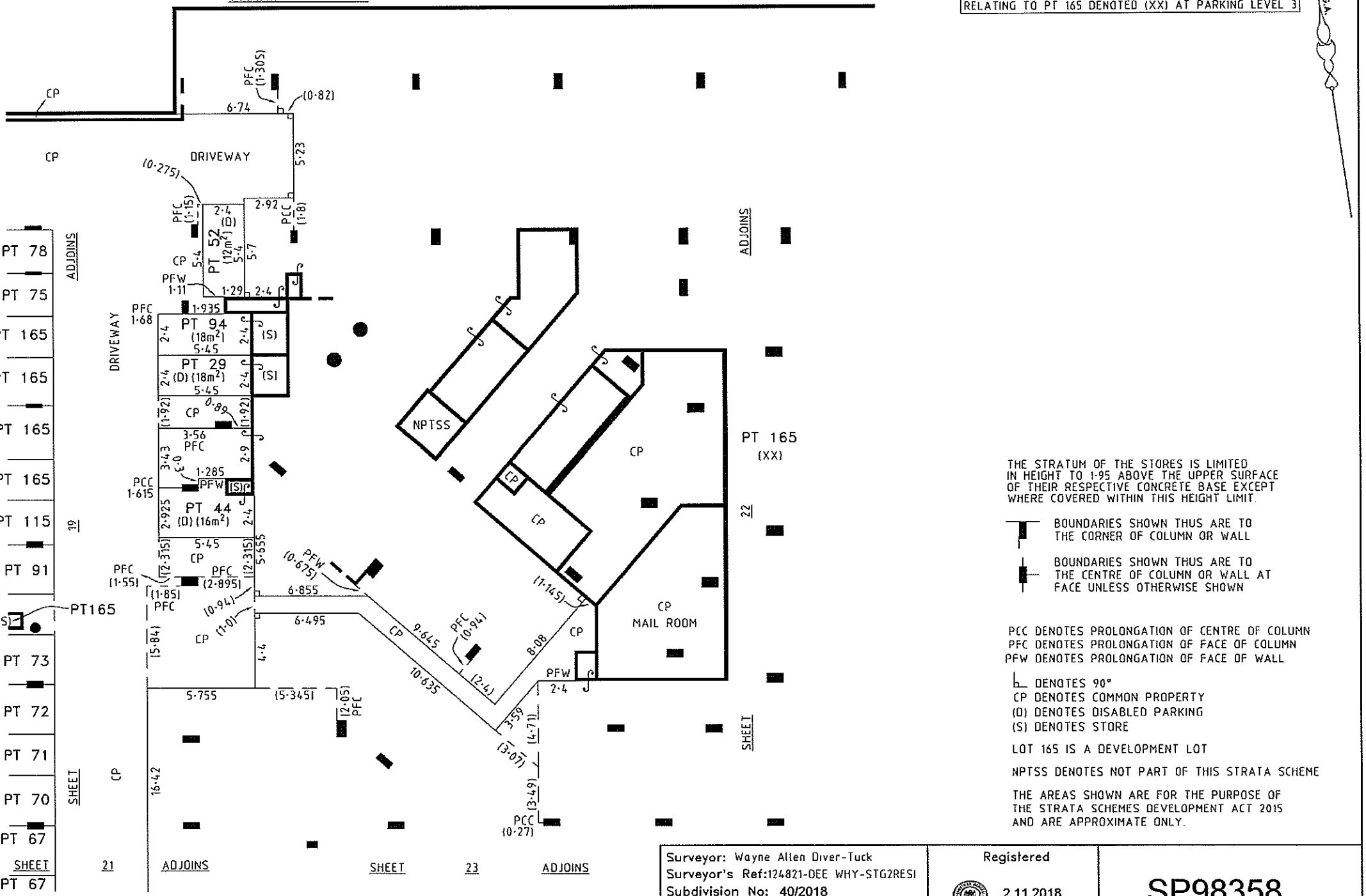
SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

PARKING LEVEL 3

SEE SHEET 24 FOR HEIGHT STATEMENTS RELATING TO PT 165 DENOTED (XX) AT PARKING LEVEL 3



THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

SP98358

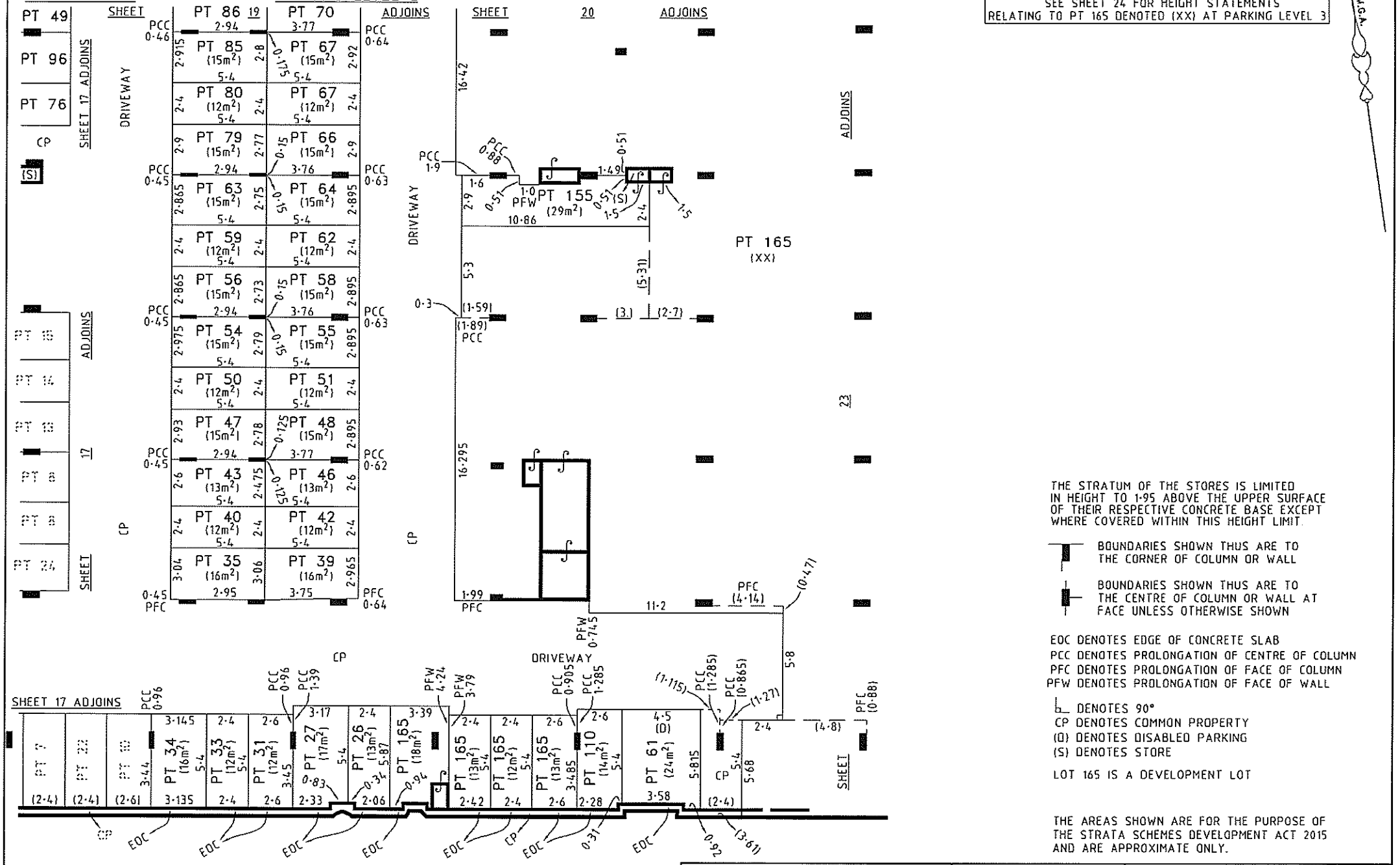
Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEU

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

\\Dee Why-Oaks Ave\Final-Stg2-A

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet No 21 of 58 Sheets

PARKING LEVEL 3



SEE SHEET 24 FOR HEIGHT STATEMENTS RELATING TO PT 165 DENOTED (XX) AT PARKING LEVEL 3

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

EOC DENOTES EDGE OF CONCRETE SLAB
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

LOT 165 IS A DEVELOPMENT LOT

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOTS 1-24 - VIDE SP98140

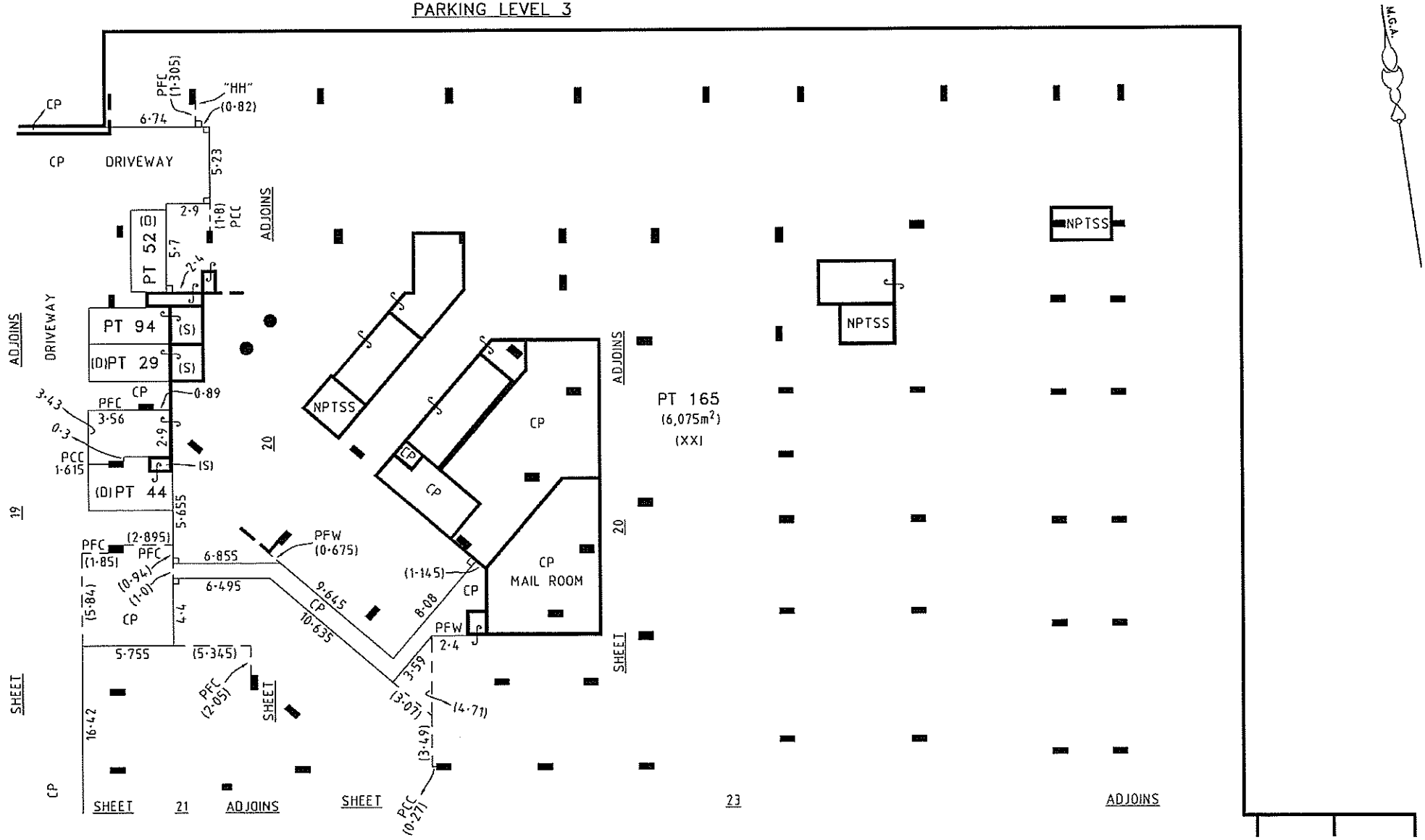
Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1:200

Registered 2.11.2018

SP98358

\\Dee Why-Oaks Ave\Final-Stg2-A

PARKING LEVEL 3



DENOTES 90°

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

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME
LOT 165 IS A DEVELOPMENT LOT

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

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

SEE SHEET 24 FOR HEIGHT STATEMENTS RELATING TO PT 165 DENOTED (XX) AT PARKING LEVEL 3

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1: 250

Registered 2.11.2018

SP98358

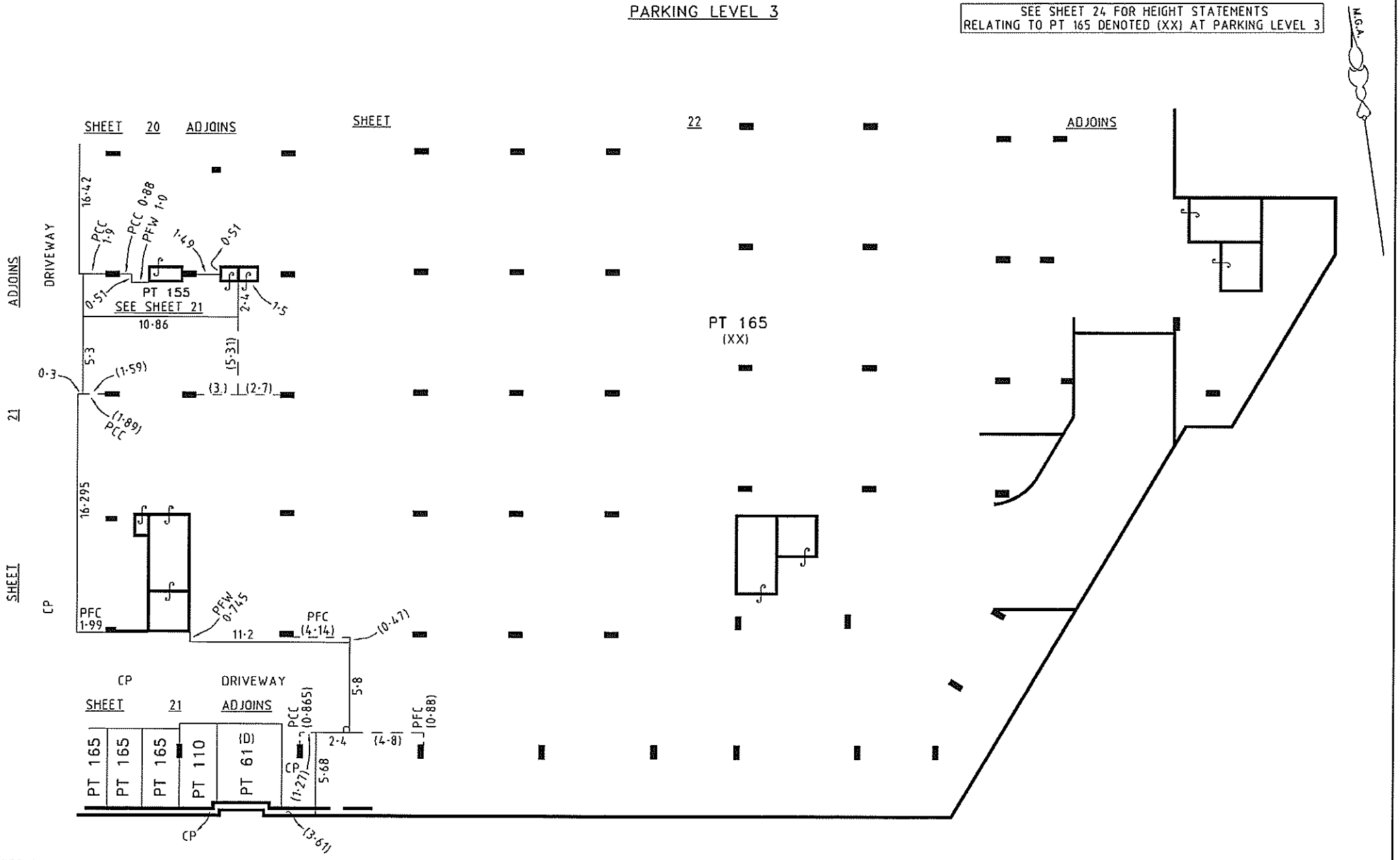
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

PARKING LEVEL 3

SEE SHEET 24 FOR HEIGHT STATEMENTS
RELATING TO PT 165 DENOTED (XX) AT PARKING LEVEL 3



(D) DENOTES DISABLED PARKING

⌐ DENOTES 90°

CP DENOTES COMMON PROPERTY
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

LOT 165 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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1:250

Registered 2.11.2018

SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN DEPTH TO 10 BELOW THE UPPER SURFACE OF THE CONCRETE SLAB AT "HH" ON SHEET 22.

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 165 IS PT 165

THE CENTRE OF THE PARKING LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE PARKING LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 165 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

DIAGRAM PL3-1

NOT TO SCALE

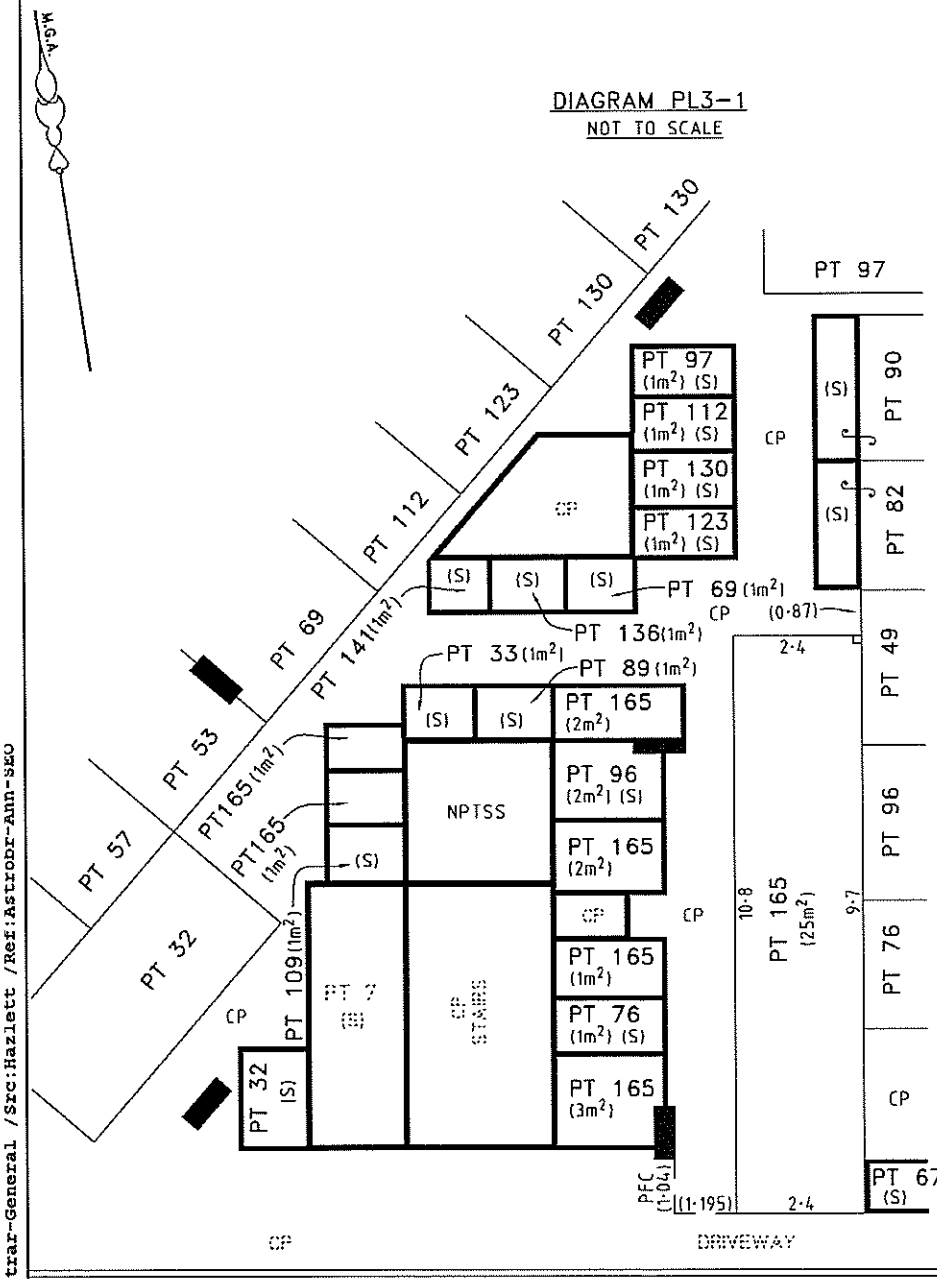
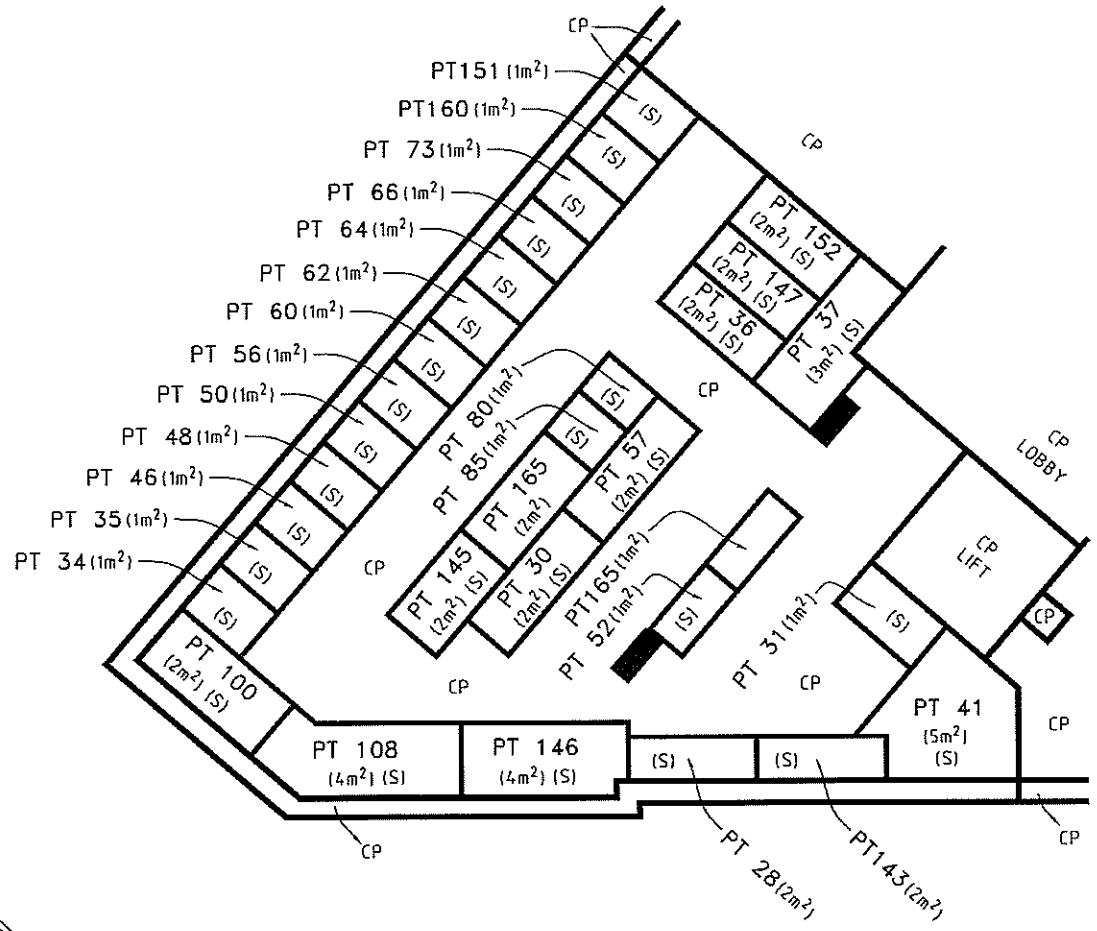


DIAGRAM PL3-2

NOT TO SCALE



L DENOTES 90°

CP DENOTES COMMON PROPERTY

PPC DENOTES PROLONGATION OF FACE OF COLUMN

(S) DENOTES STORE

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

LOT 165 IS A DEVELOPMENT LOT

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: SEE SHEET

Registered 2.11.2018

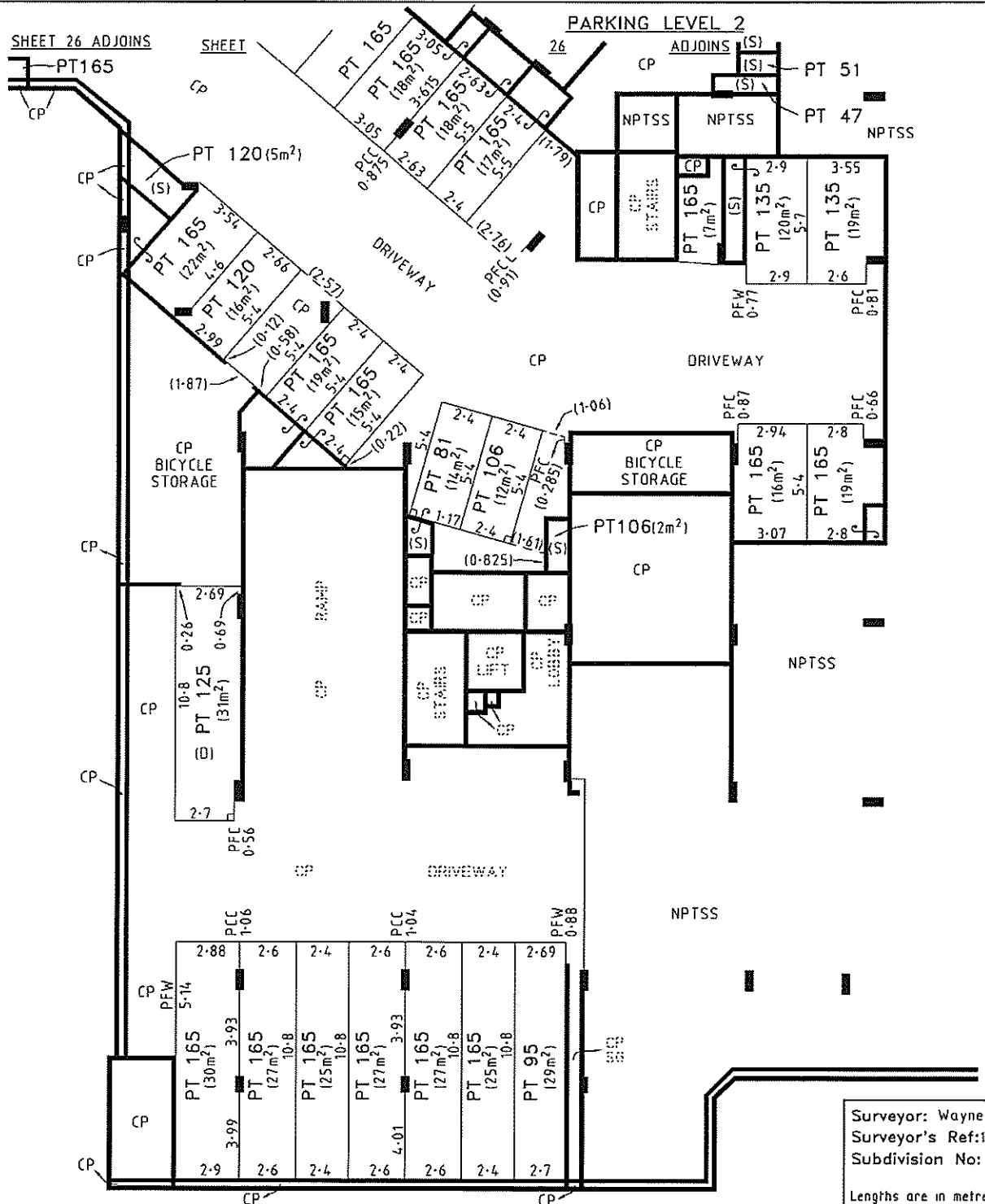
SP98358

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrodr-Ann-SEO

\\Dee Why-Oaks Ave\Final-Stg2-A

PARKING LEVEL 2



THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

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

DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE
SG DENOTES SLIDING GATE

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

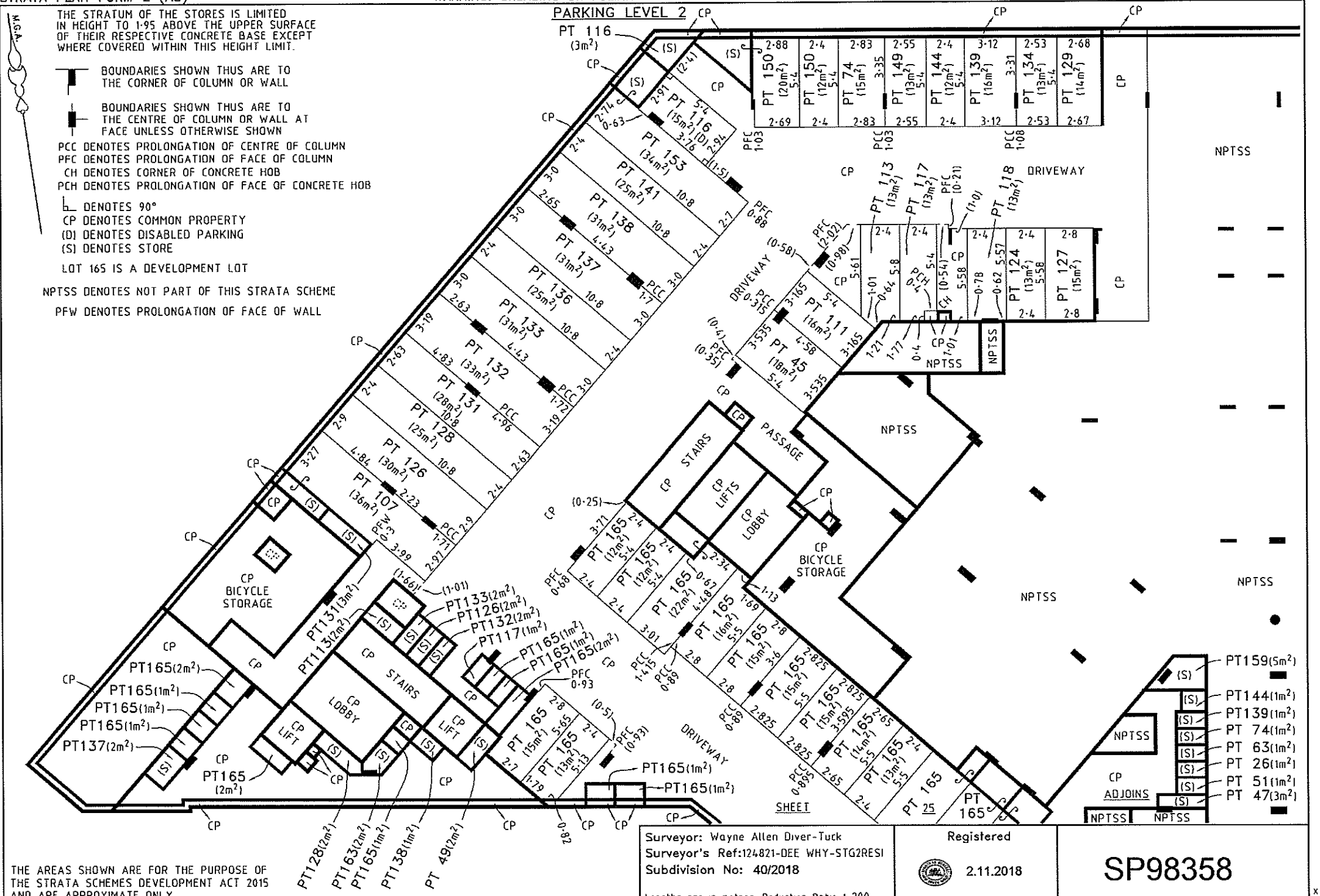
Registered 2.11.2018

SP98358

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:MAIBOX /Rec:ASTRODE-ANN-SEO

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet No 26 of 58 Sheets



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

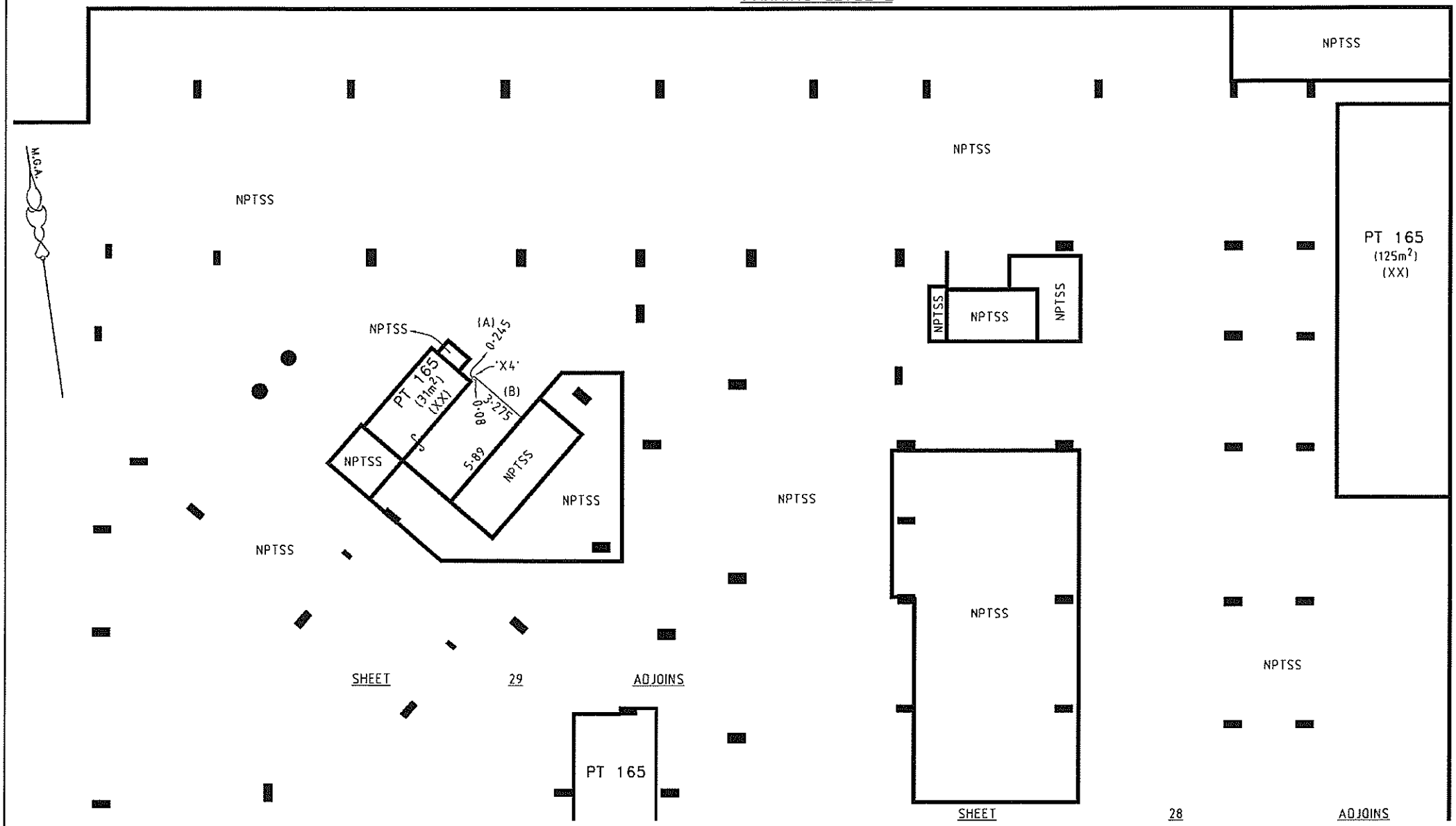
SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

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

\\Dee Why-Oaks Ave\Final-Stg2-A

PARKING LEVEL 2



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"

THE POINT DENOTED 'X4' IS COINCIDENT WITH A SIMILAR POINT ON THE LOCATION PLAN AND THE SUBJECT PARCEL BOUNDARIES AS SHOWN.

SEE SHEET 28 FOR HEIGHT STATEMENTS RELATED TO PT 165 DENOTED (XX) AT PARKING LEVEL 2

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 165 IS A DEVELOPMENT LOT
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 165 IS PT 165

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 165 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1 WHERE THE LOT DIRECTLY ABOVE PT 165 IS PT 165

THE CENTRE OF THE PARKING LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE PARKING LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 165 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

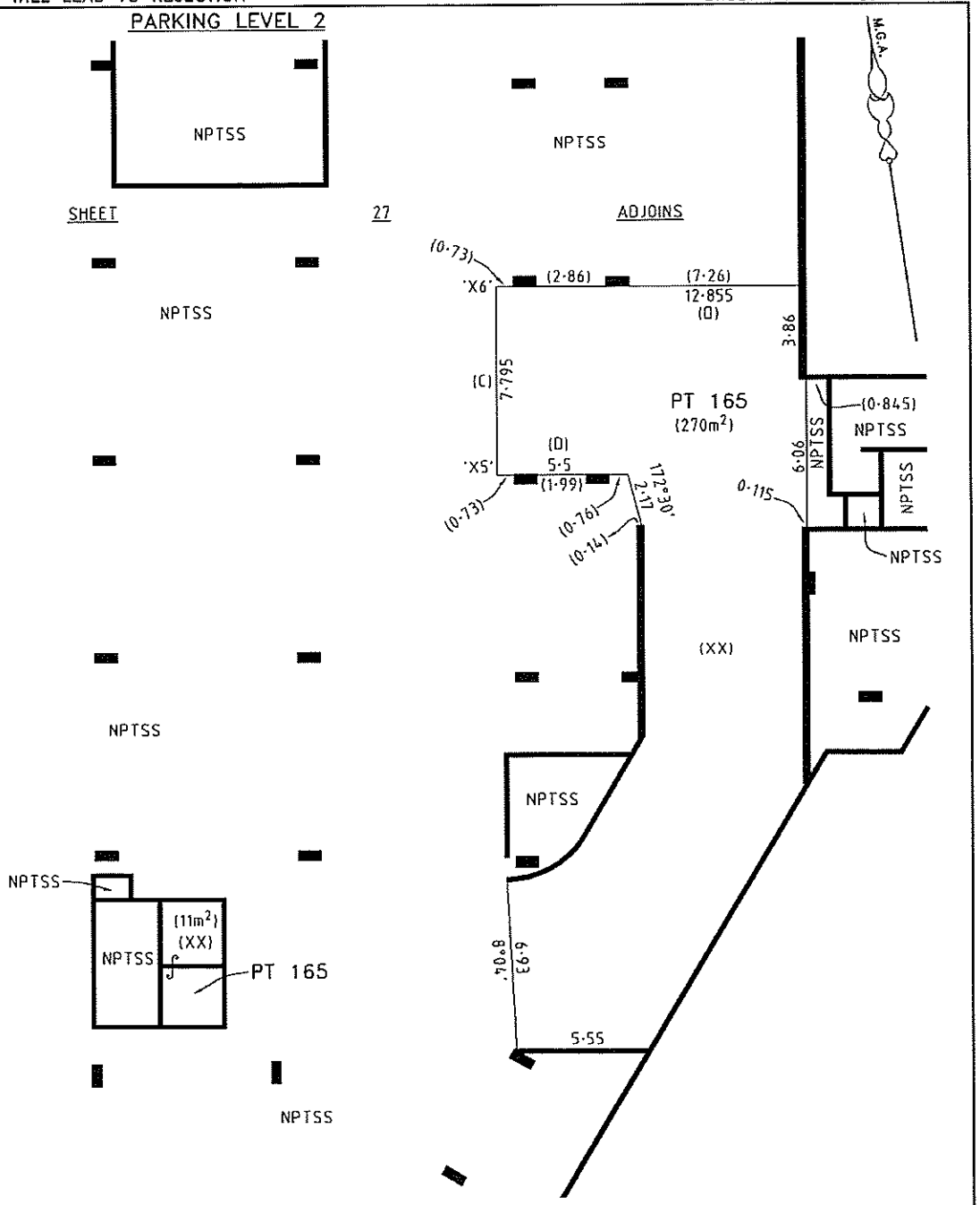
POINTS DENOTED 'X5' & 'X6' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT PARCEL BOUNDARIES AS SHOWN.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME



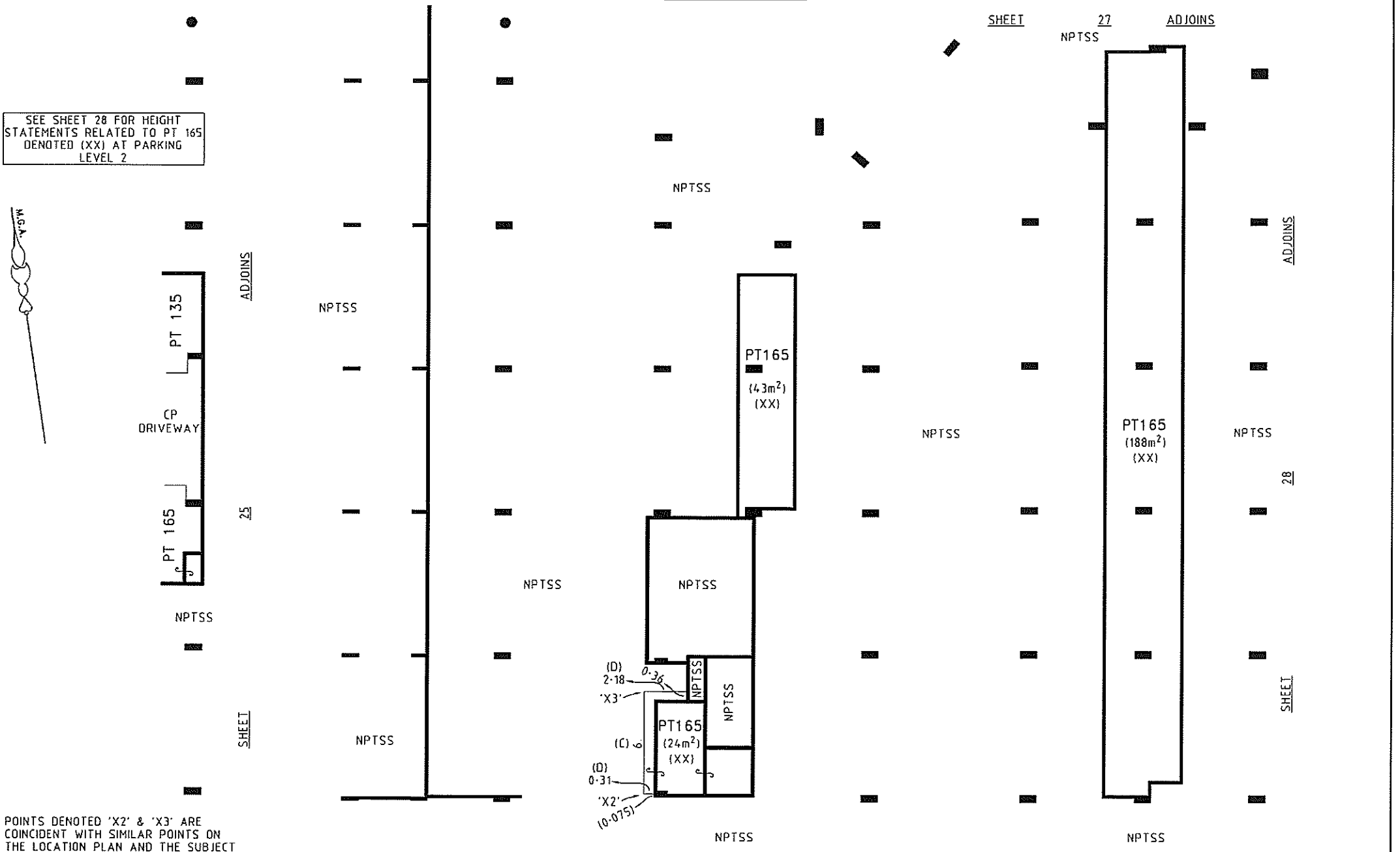
Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG2RESI Subdivision No: 40/2018 Lengths are in metres. Reduction Ratio 1: 200	Registered 2.11.2018	SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Ref:Astrobz-Ann-SEO

PARKING LEVEL 2



POINTS DENOTED 'X2' & 'X3' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT PARCEL BOUNDARIES AS SHOWN.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered
2.11.2018

SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

PARKING LEVEL 1 (WEST)

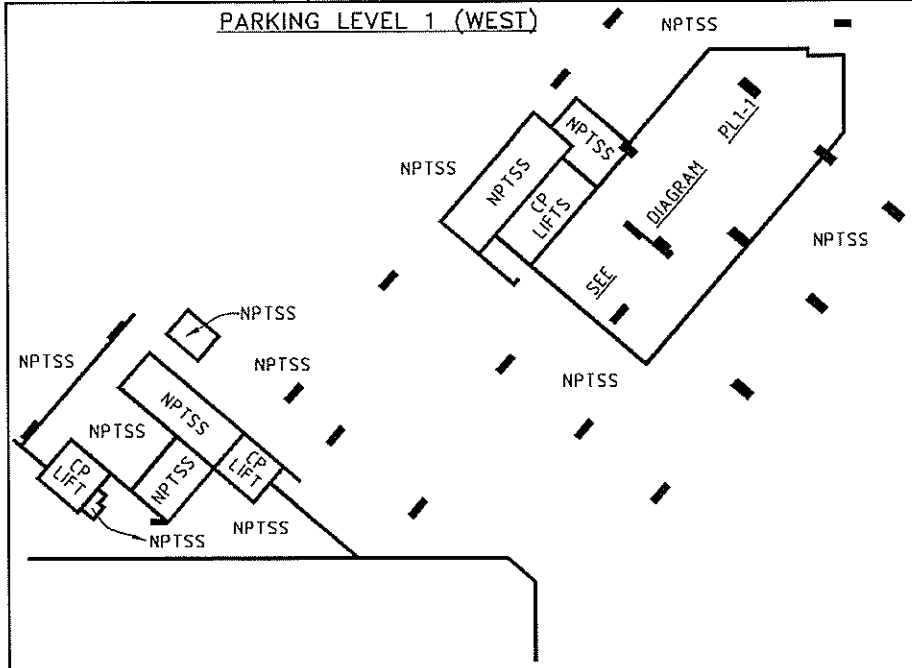
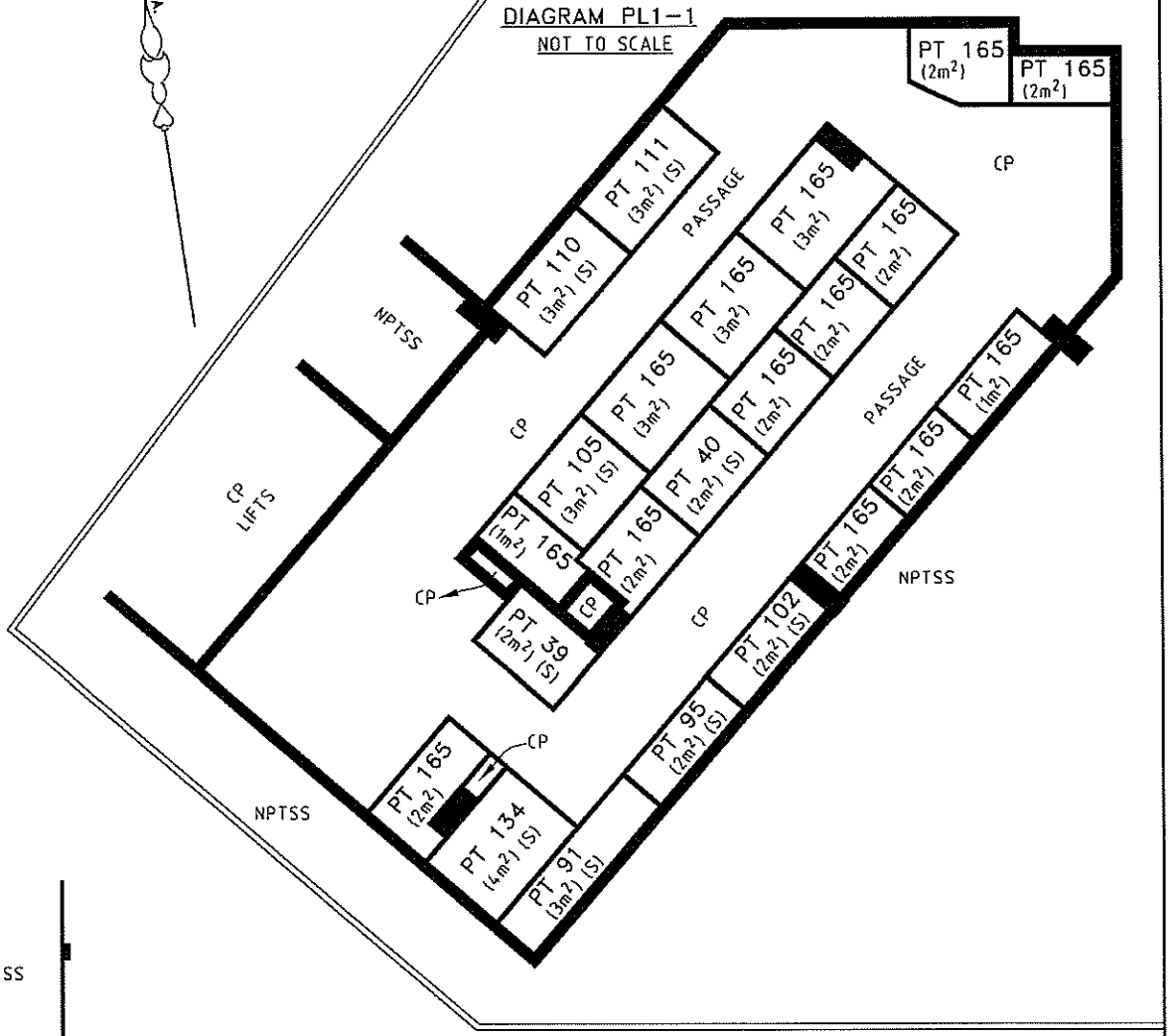
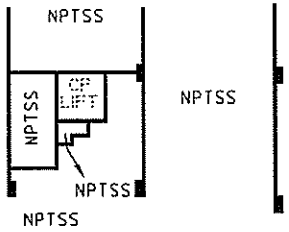


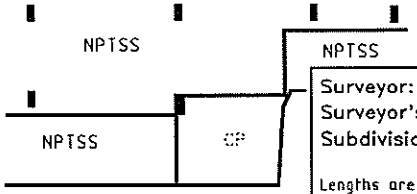


DIAGRAM PL1–1

NOT TO SCALE







CP DENOTES COMMON PROPERTY
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME
(S) DENOTES STORE

LOT 165 IS A DEVELOPMENT LOT

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

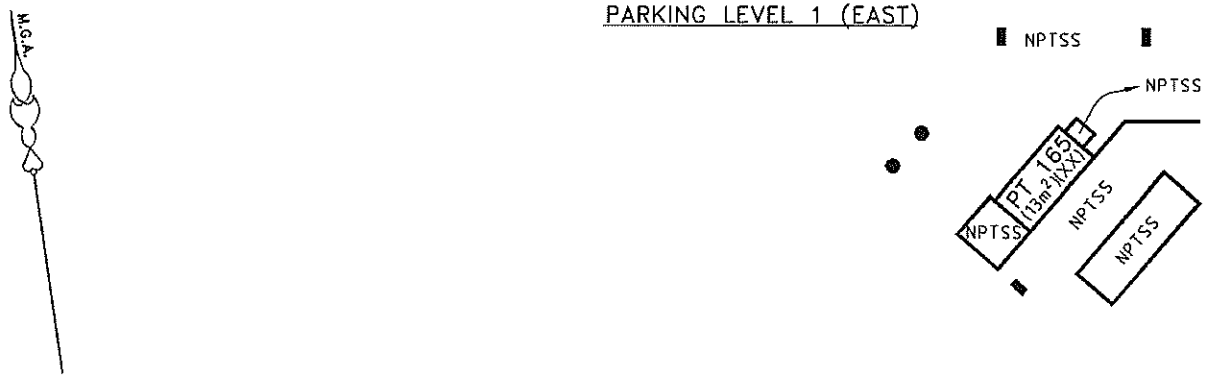
Lengths are in metres. Reduction Ratio 1: 300

Registered 2.11.2018

SP98358

Office of the Registrar-General /Src:Harlett /Ref:Astrobz-Ann-SEO

PARKING LEVEL 1 (EAST)



THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 165 IS PT 165

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 165 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 165 IS PT 165

THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

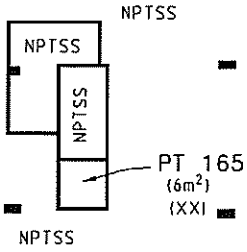
3. WHERE THE LAND DIRECTLY ABOVE PT 165 IS NOT IN THIS STRATA SCHEME

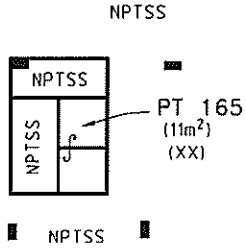
THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.





Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

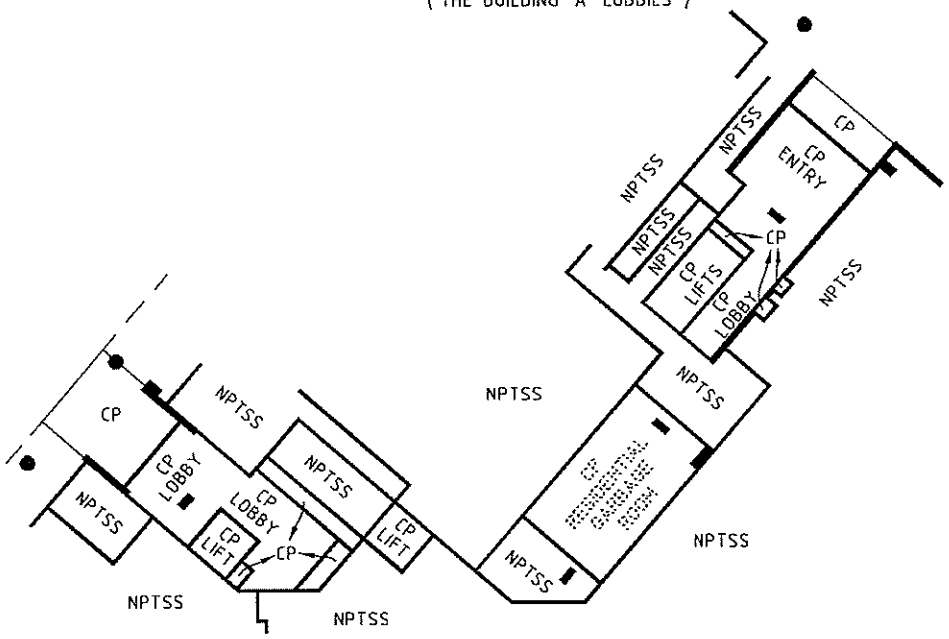
Lengths are in metres. Reduction Ratio 1: 300

Registered 2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

GROUND LEVEL (WEST)
(SHOWING THE LOCATION OF THE BUILDING 'A' LOBBIES



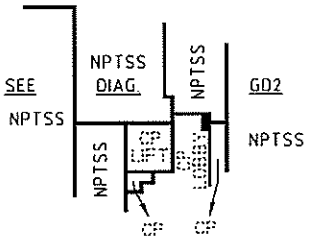
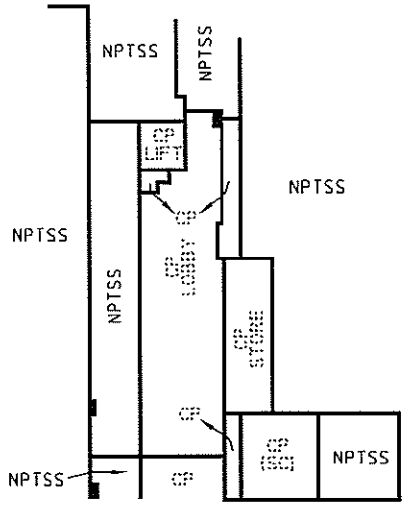


DIAGRAM GD2
(SHOWING THE LOCATION OF THE BUILDING 'D' LOBBY



(SC) DENOTES SUBSTATION CHAMBER
CP DENOTES COMMON PROPERTY

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

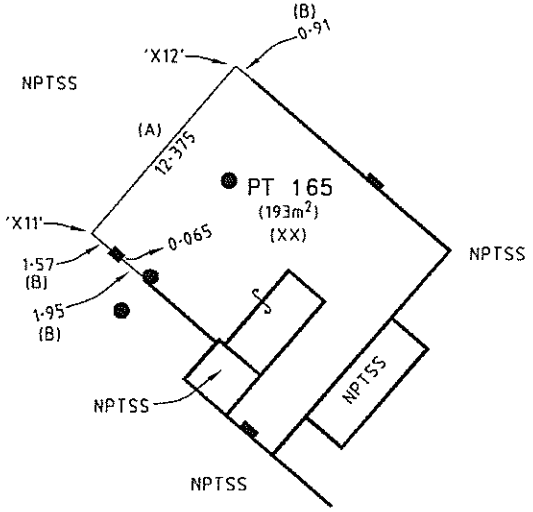
Lengths are in metres. Reduction Ratio 1:300

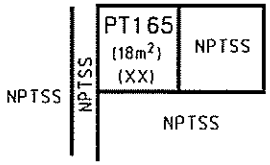
Registered
2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

GROUND LEVEL (EAST)







THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 165 IS PT 165

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 165 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 165 IS PT 165

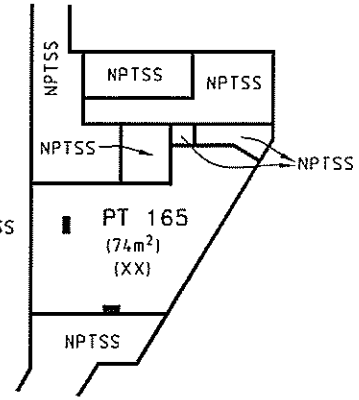
THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 165 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568



POINTS DENOTED 'X11' & 'X12' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

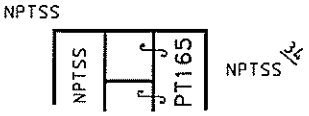
(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

SEE SHEET 34



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 300

Registered 2.11.2018

SP98358

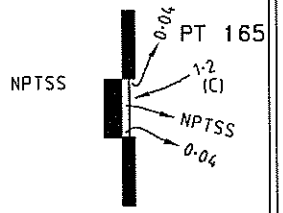
10 20 30 40 50 Table of mm 90 100 110 120 130 140

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

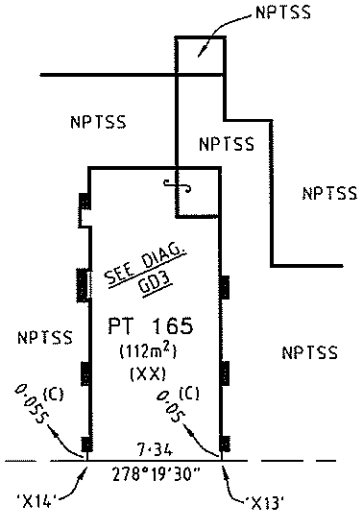
WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

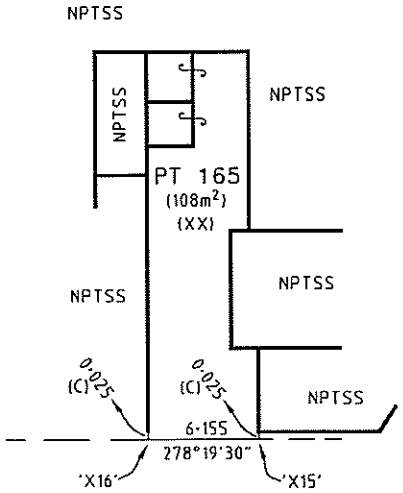
DIAGRAM GD3

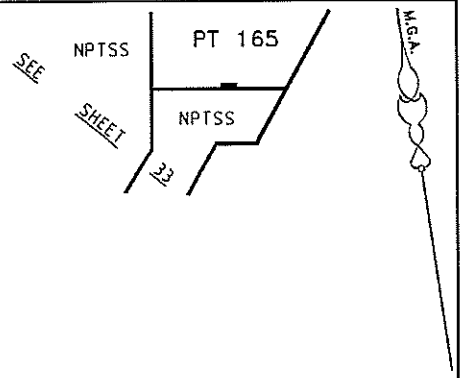
NOT TO SCALE



GROUND LEVEL (EAST)







THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1 WHERE THE LOT DIRECTLY BELOW PT 165 IS PT 165

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 165 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 165 IS PT 165

THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 165 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

POINTS DENOTED 'X13','X14','X15 & 'X16' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

(C) DENOTES 8°19'45"

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 300

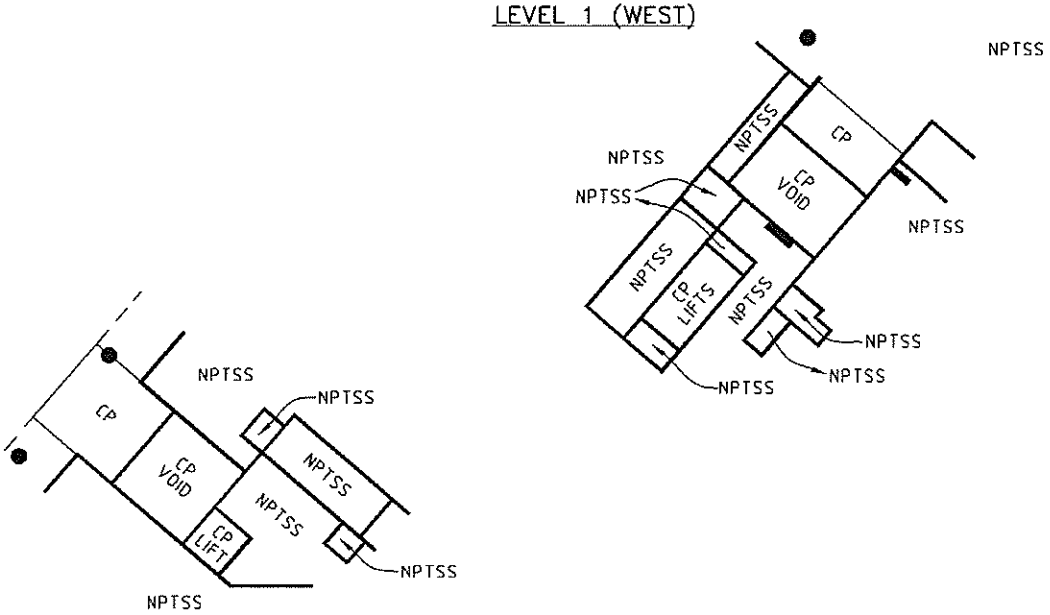
Registered

2.11.2018

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Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

LEVEL 1 (WEST)



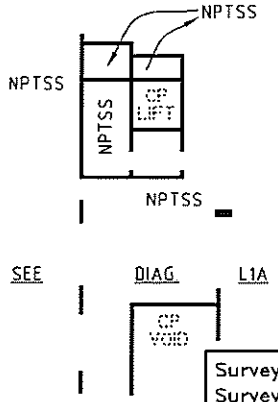
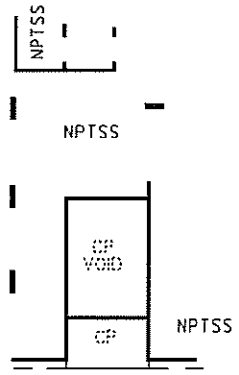


DIAGRAM L1A



NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 300

Registered 2.11.2018

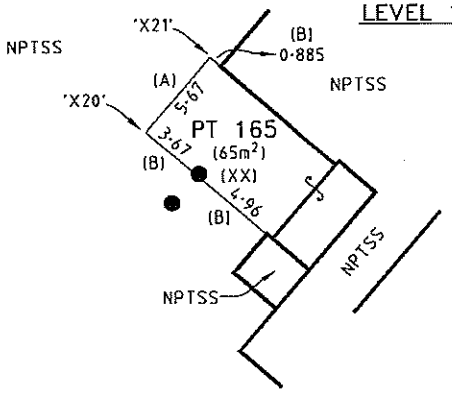
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10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg2-A

LEVEL 1 (EAST)



THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 165 IS PT 165

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

2. WHERE THE LOT DIRECTLY BELOW PT 165 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 165 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

M.G.A.

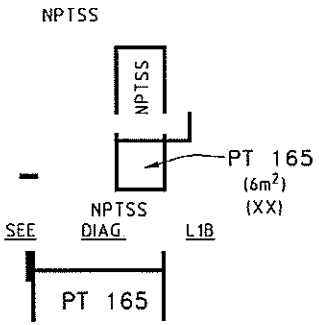
POINTS DENOTED 'X20','X21','X22','X23', 'X24' & 'X25' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"

LOT 165 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.



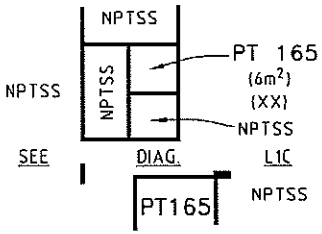


DIAGRAM L1B

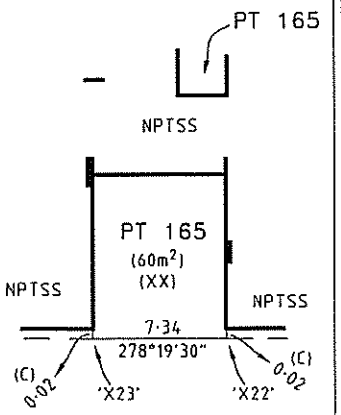
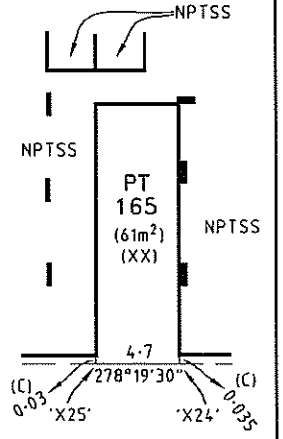


DIAGRAM L1C



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1:300

Registered 2.11.2018

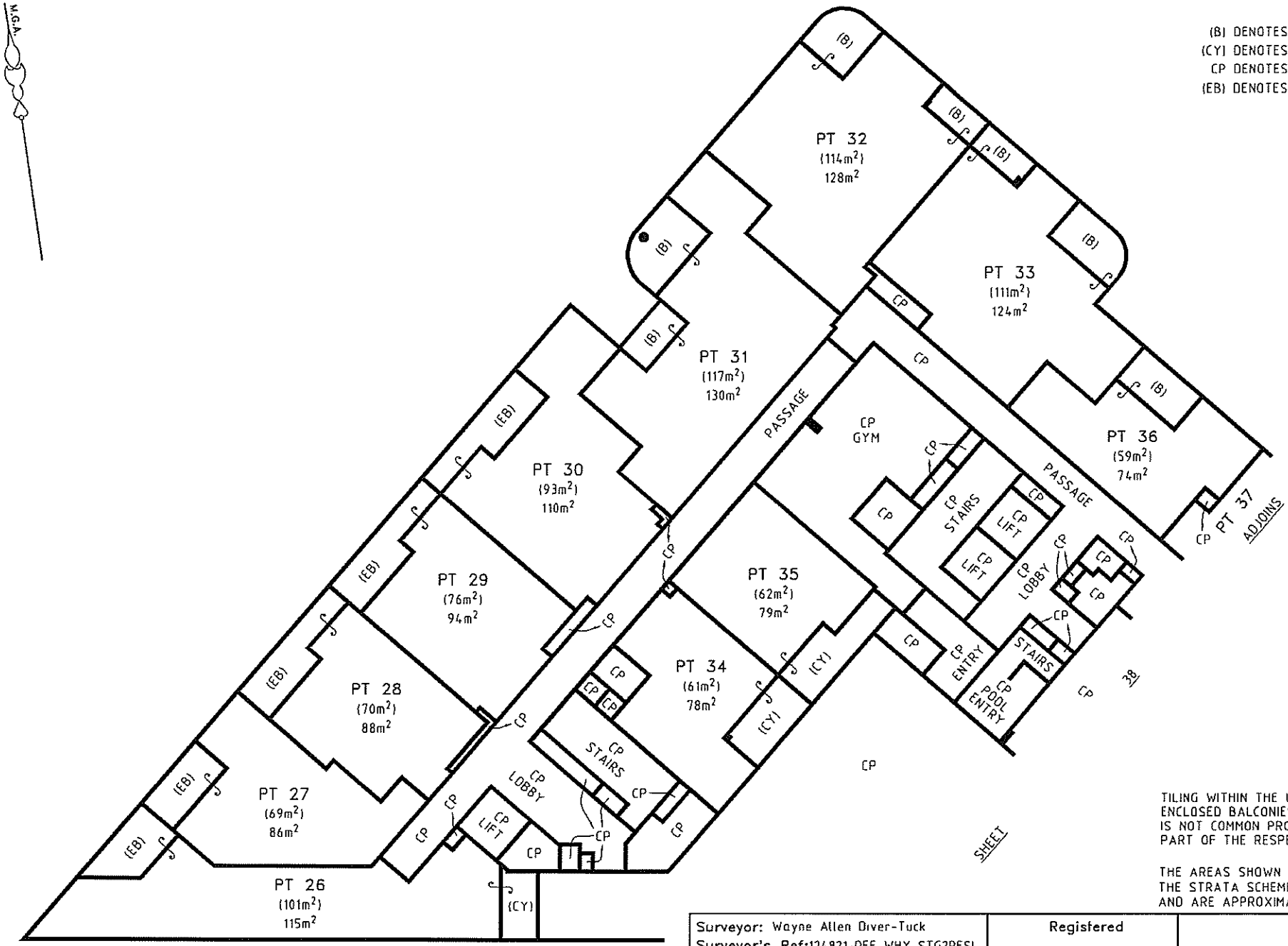
SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

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

\\Dee Why-Oaks Ave\Final-Stg2-A

BUILDING 'A'
LEVEL 2



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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

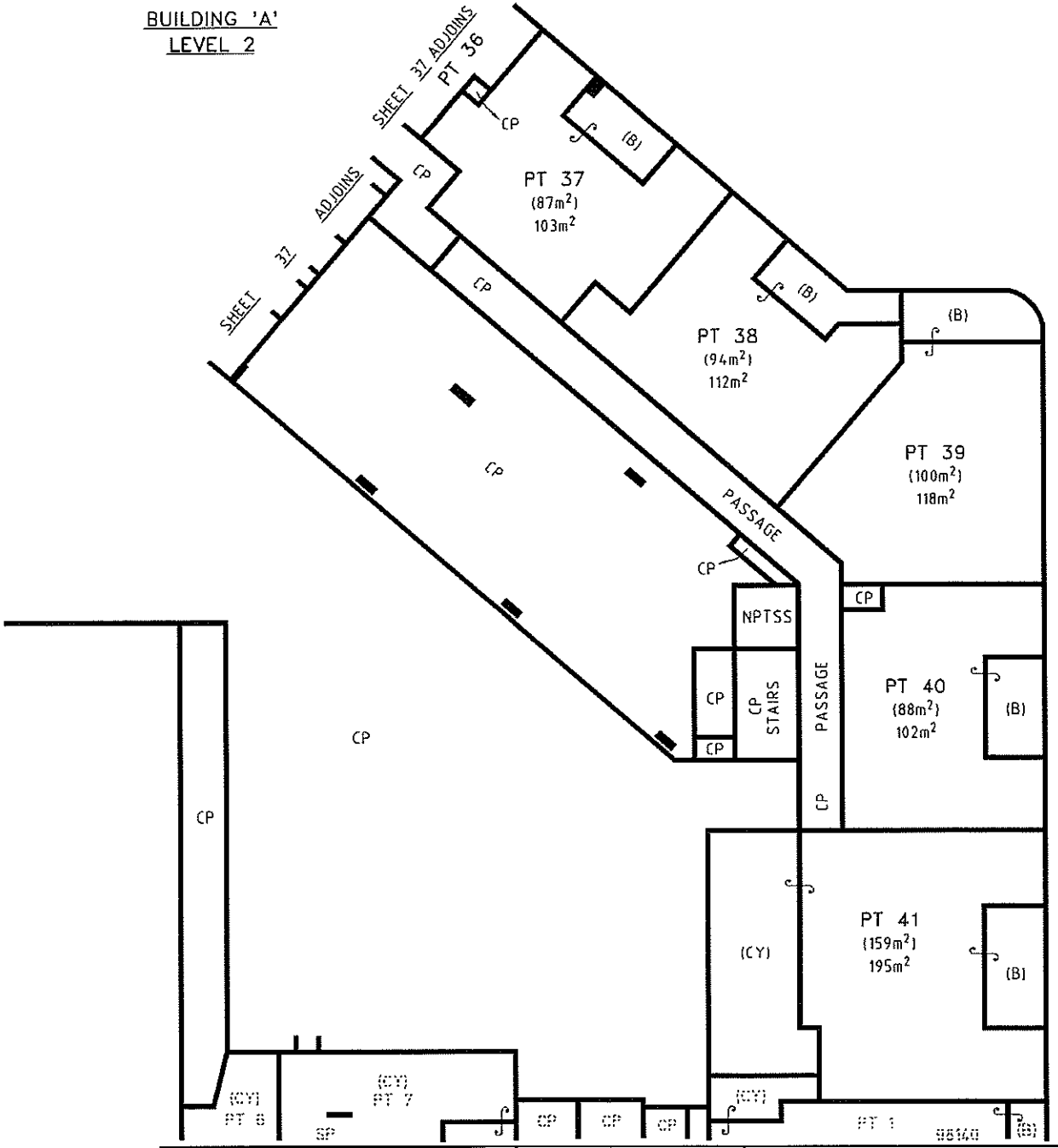
Registered 2.11.2018

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Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SBO

BUILDING 'A'
LEVEL 2





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

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

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1:200

Registered
2.11.2018

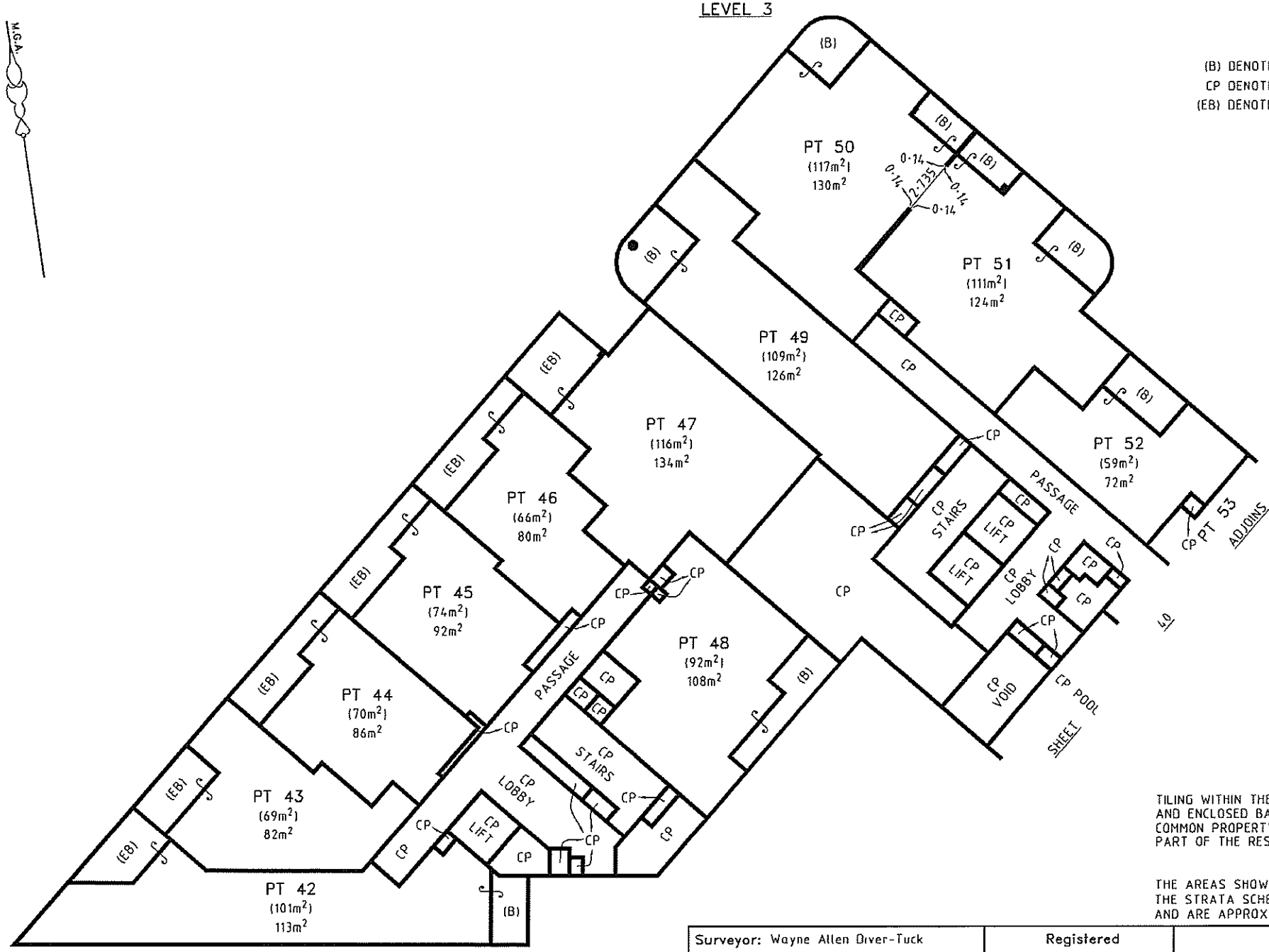
SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Ref:Astrobz-Ann-SEO

BUILDING 'A'
LEVEL 3



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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

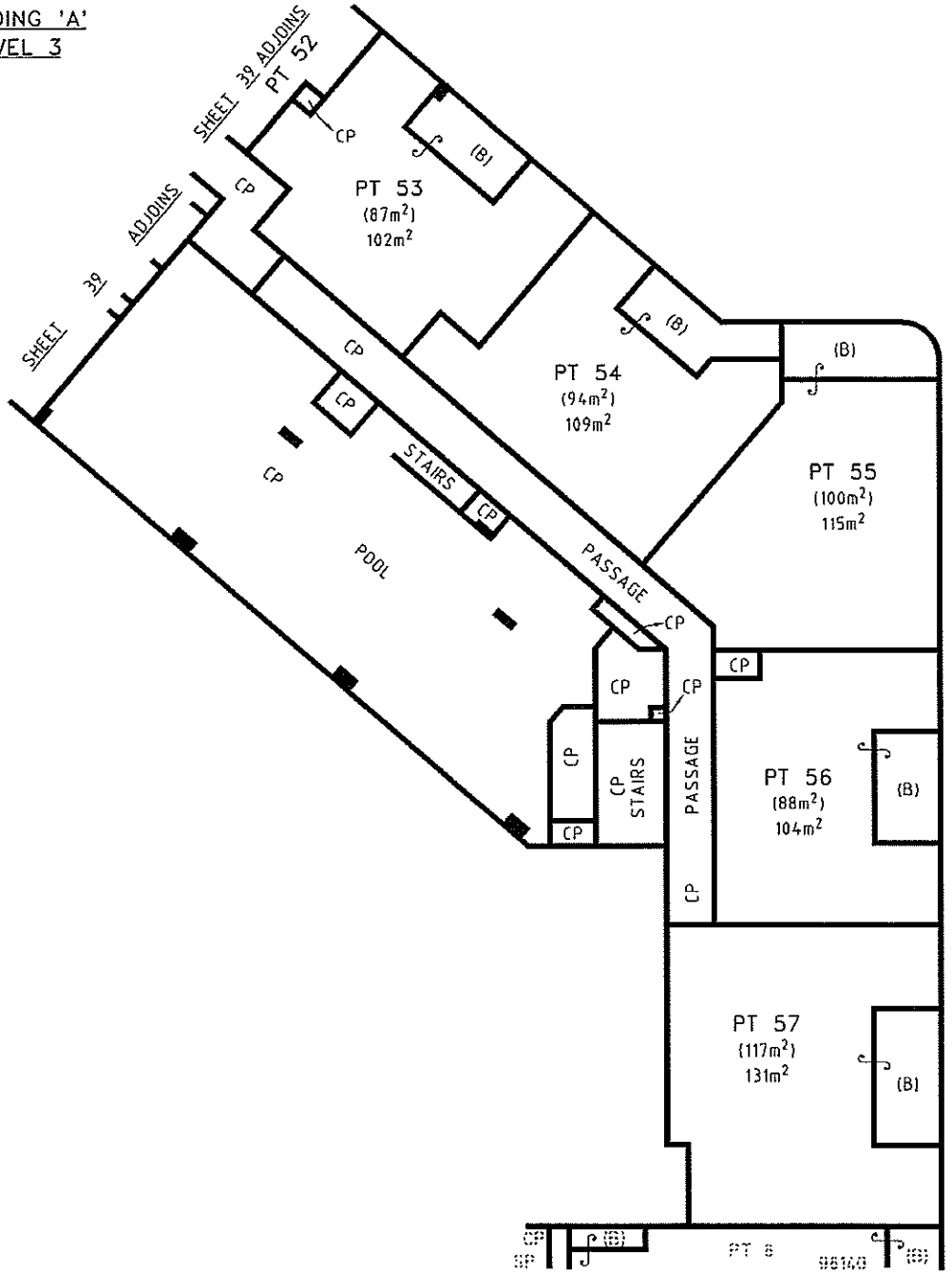
Registered 2.11.2018

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M.G.A.

BUILDING 'A'
LEVEL 3



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

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

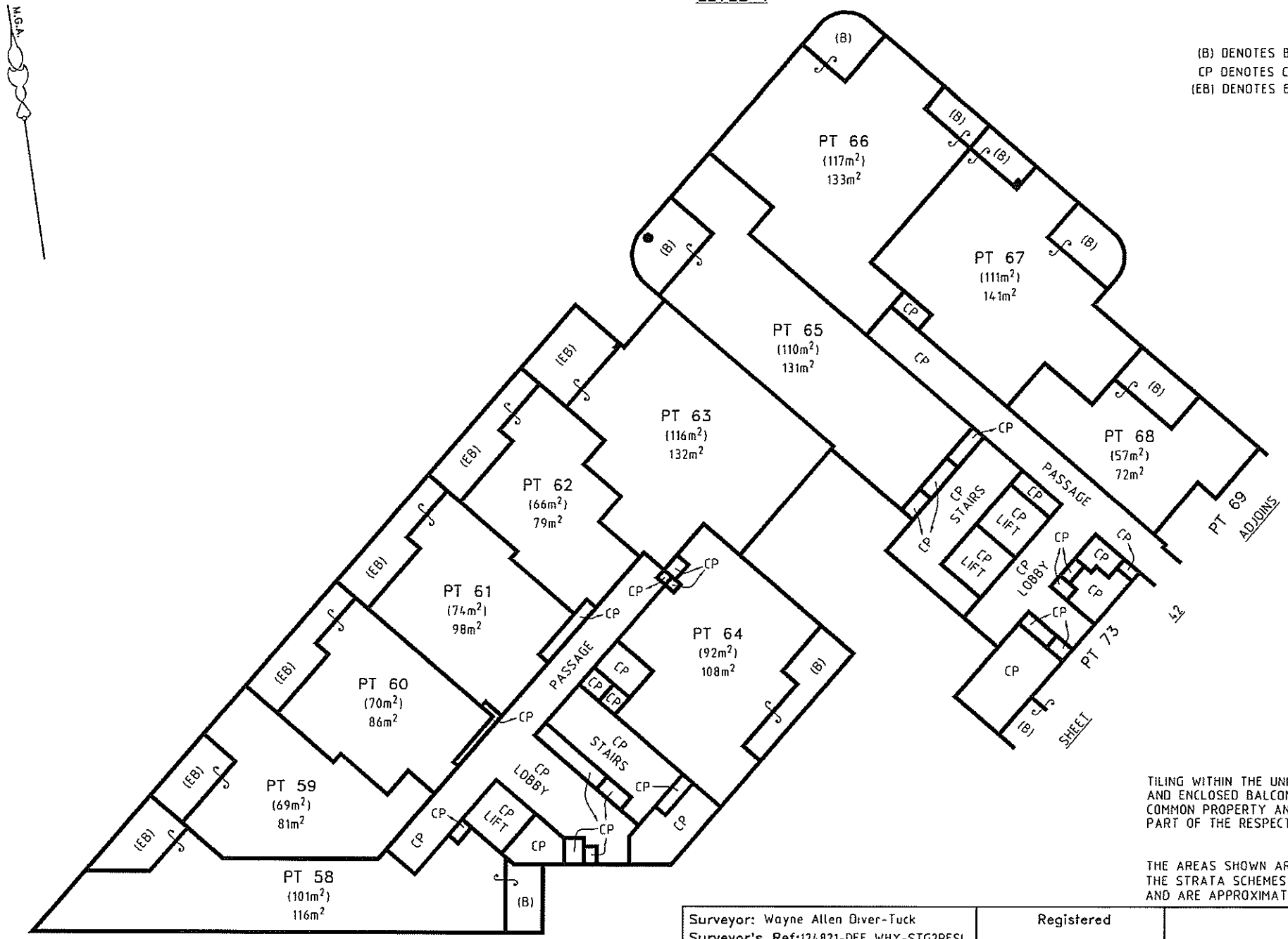
THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG2RESI Subdivision No: 40/2018 Lengths are in metres. Reduction Ratio 1: 200	Registered 2.11.2018	SP98358

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

BUILDING 'A'
LEVEL 4



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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

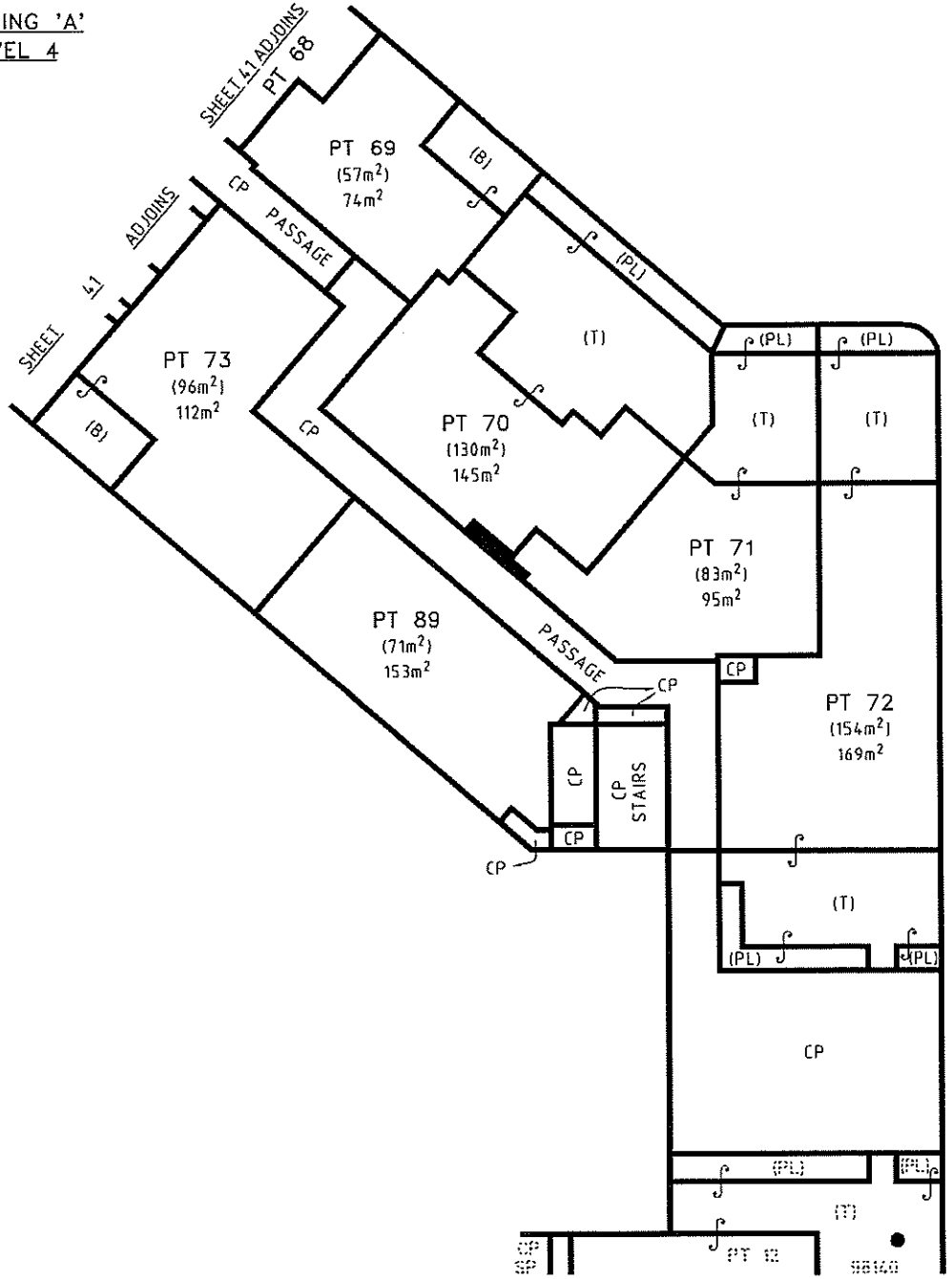
Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

BUILDING 'A'
LEVEL 4



M.G.A.

THE STRATUM OF THE BALCONIES, TERRACES AND PLANTERS IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1:200

Registered
2.11.2018

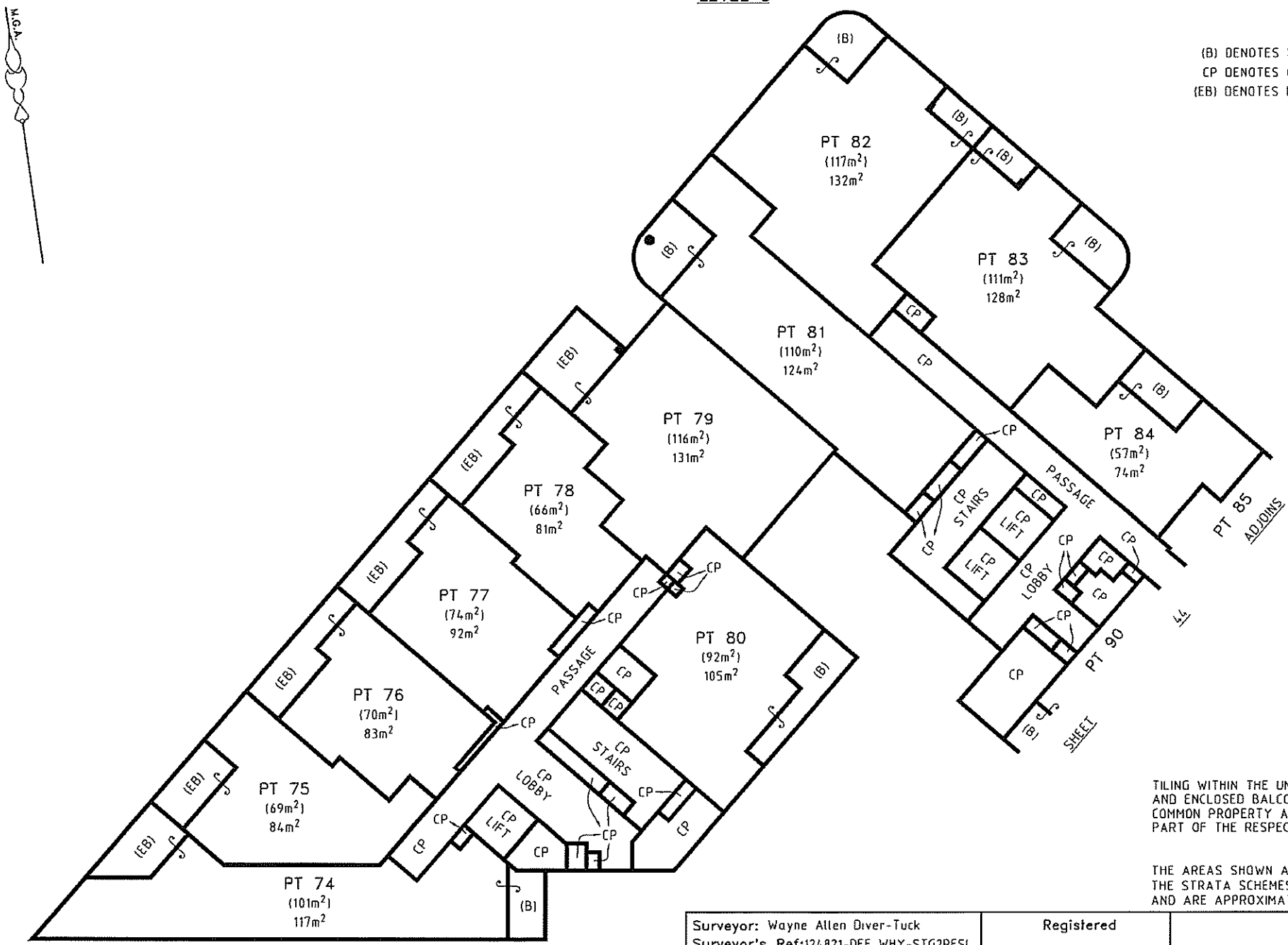
SP98358

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

\\Dee Why-Oaks Ave\Final-Stg2-A

BUILDING 'A'
LEVEL 5



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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

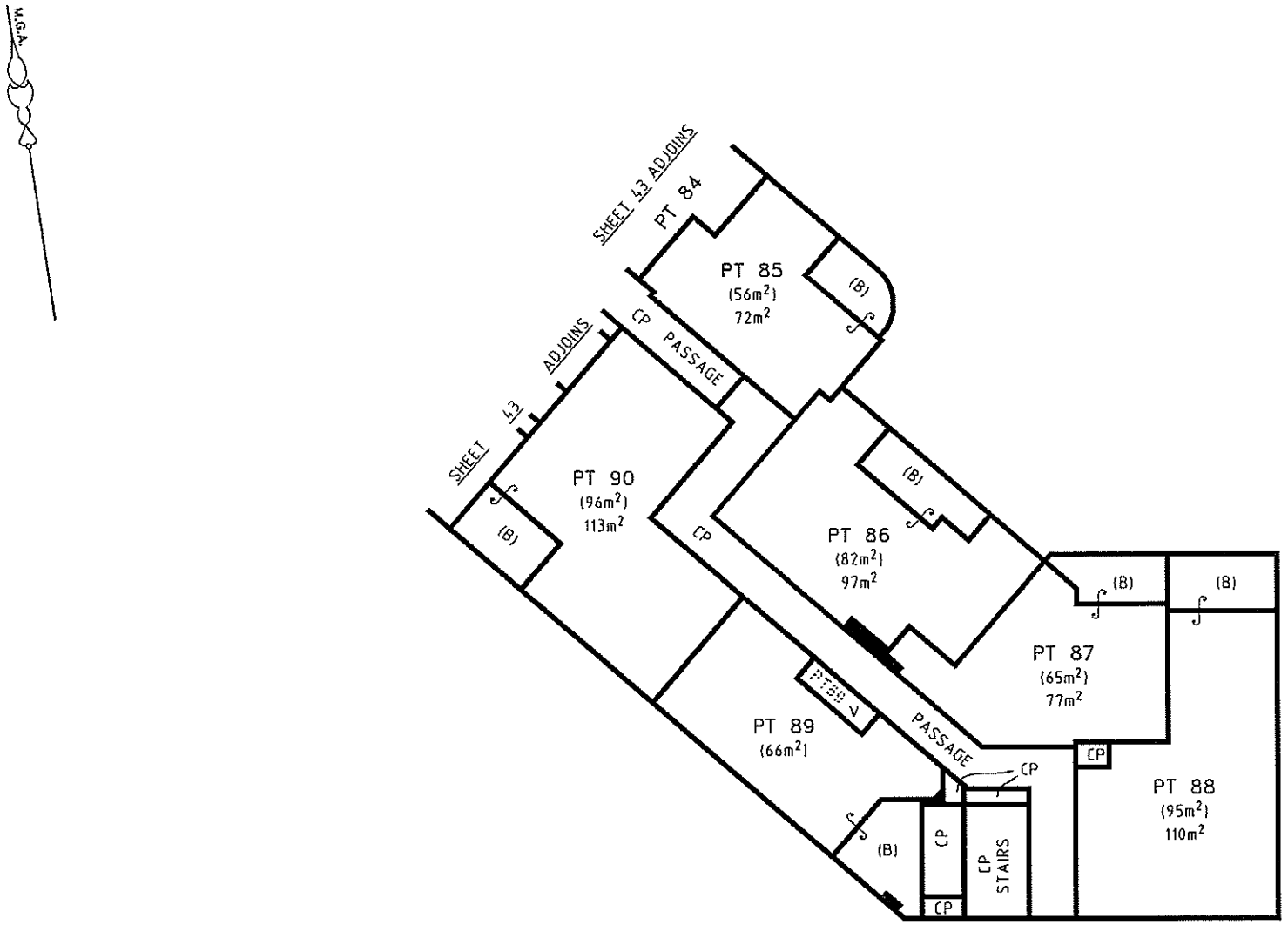
Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

BUILDING 'A'
LEVEL 5



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

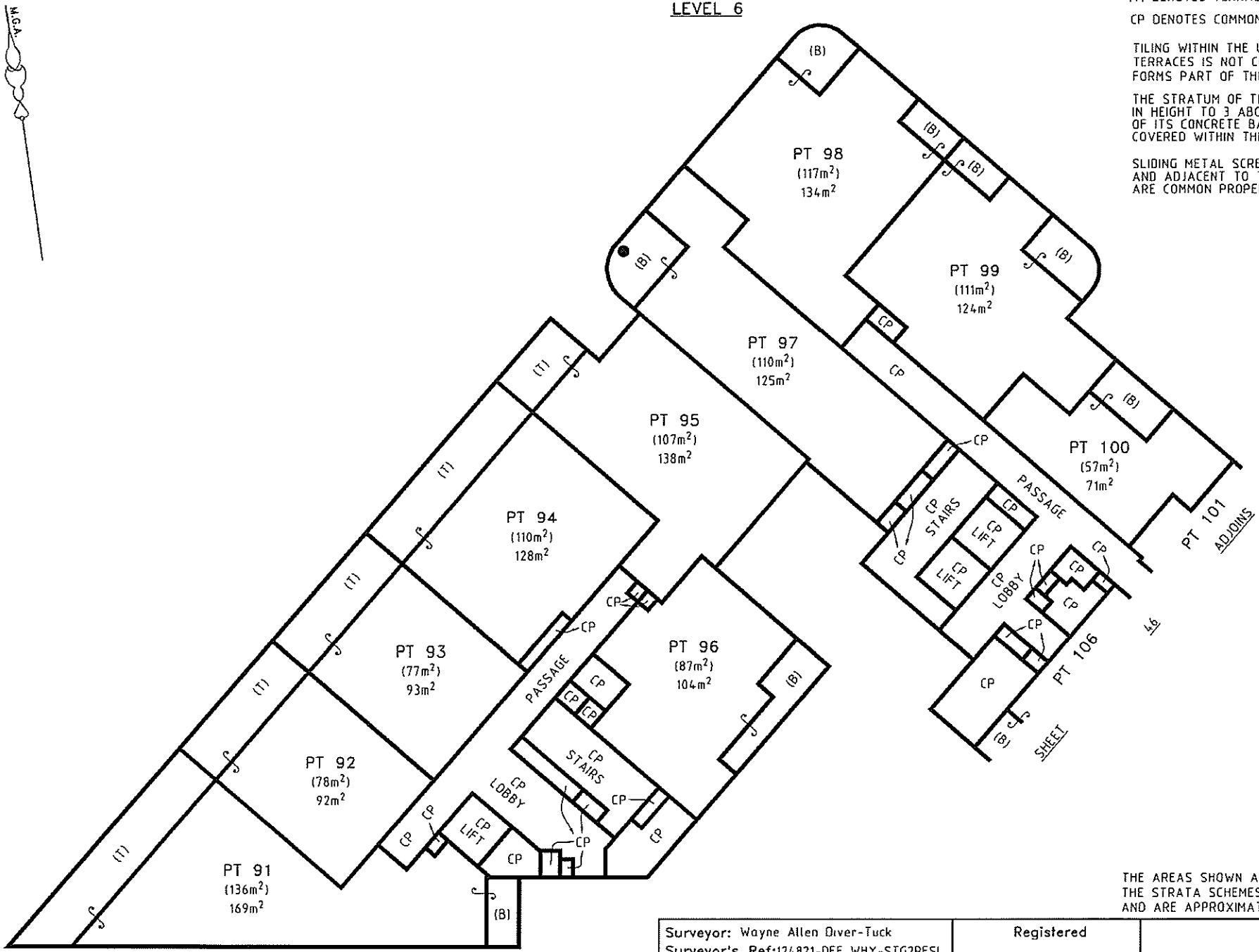
(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
V DENOTES VOID (STAIRS)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG2RESI Subdivision No: 40/2018 Lengths are in metres. Reduction Ratio 1:200	Registered 2.11.2018	SP98358

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BUILDING 'A'
LEVEL 6



(B) DENOTES BALCONY (COVERED)
(T) DENOTES TERRACE

CP DENOTES COMMON PROPERTY

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

THE STRATUM OF THE TERRACES IS LIMITED IN HEIGHT TO 3 ABOVE THE UPPER SURFACE OF ITS CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT

SLIDING METAL SCREENS WITHIN AND ADJACENT TO THE TERRACES ARE COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

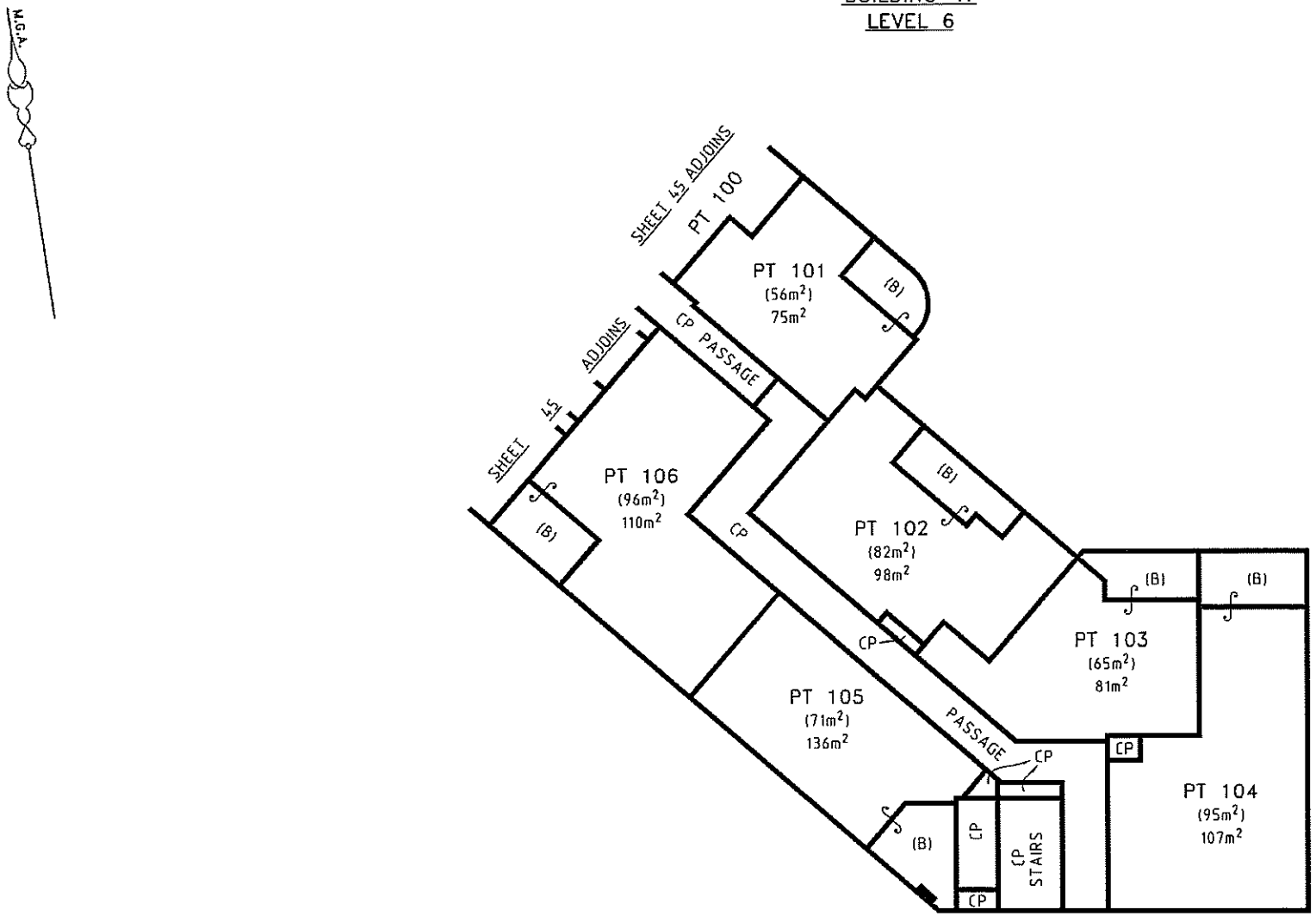
Lengths are in metres. Reduction Ratio 1:200

Registered
2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

BUILDING 'A'
LEVEL 6



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

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG2RESI Subdivision No: 40/2018 Lengths are in metres. Reduction Ratio 1: 200	Registered 2.11.2018

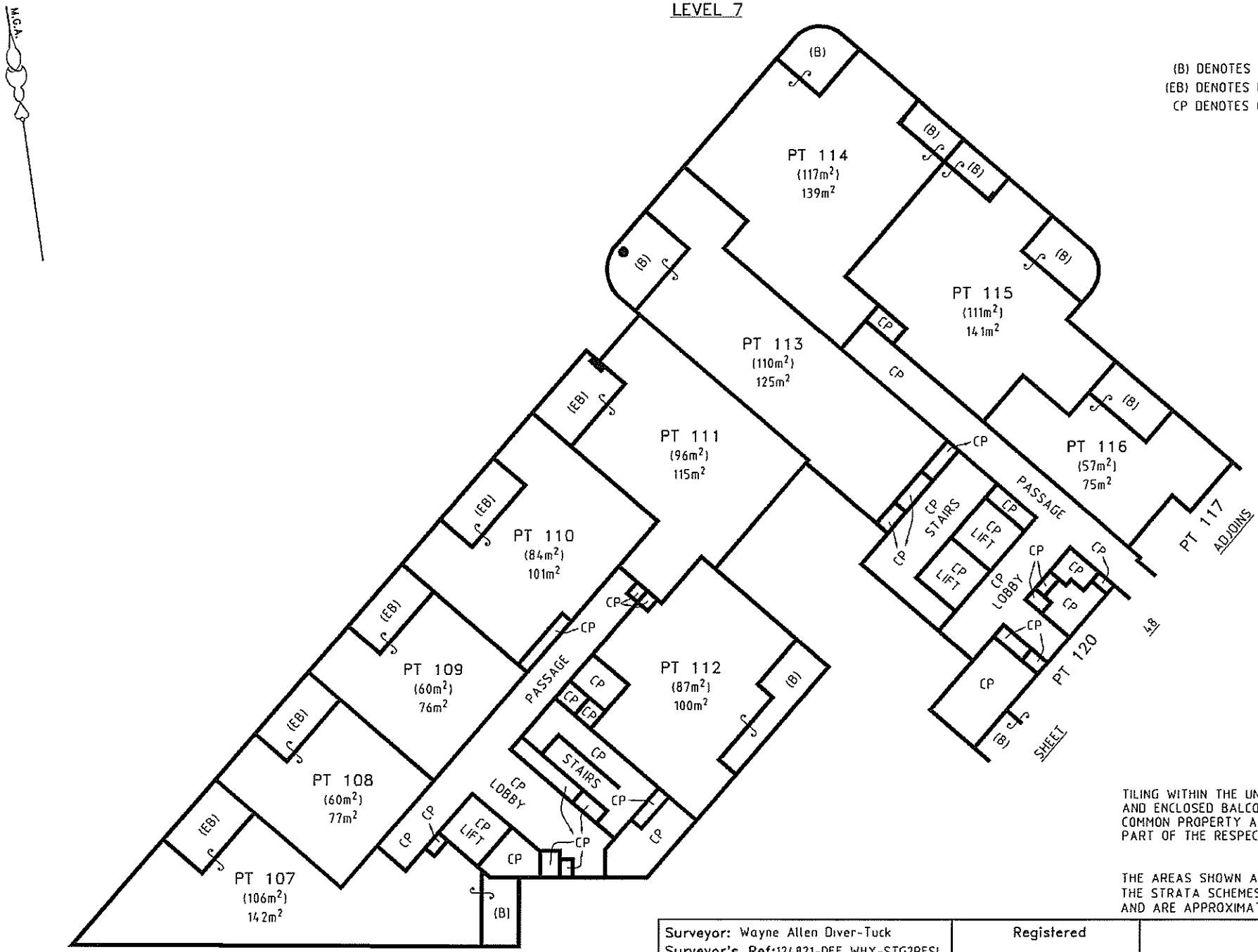
SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

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BUILDING 'A'
LEVEL 7



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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

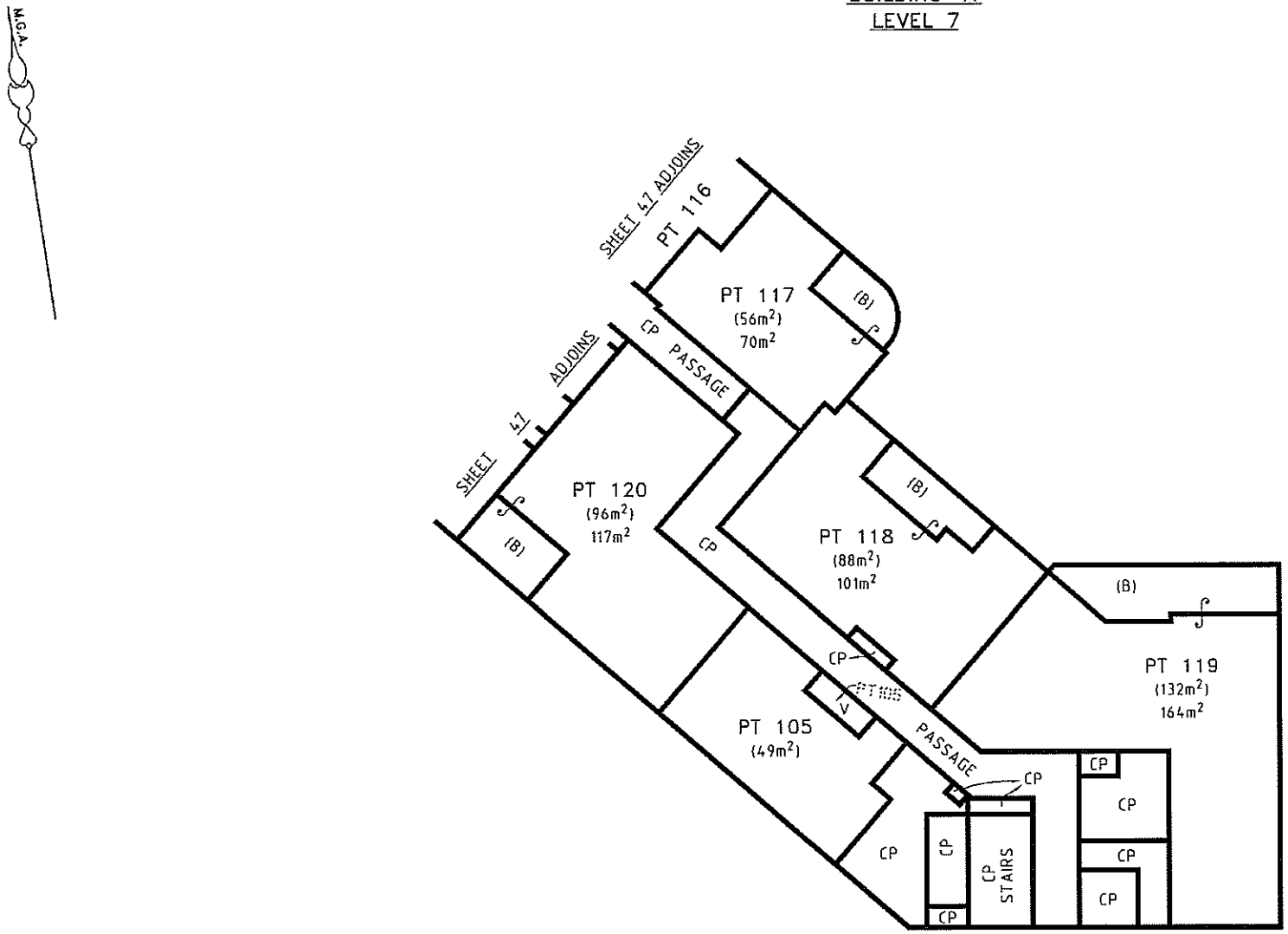
Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

BUILDING 'A'
LEVEL 7



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

(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY
V DENOTES VOID (STAIRS)

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

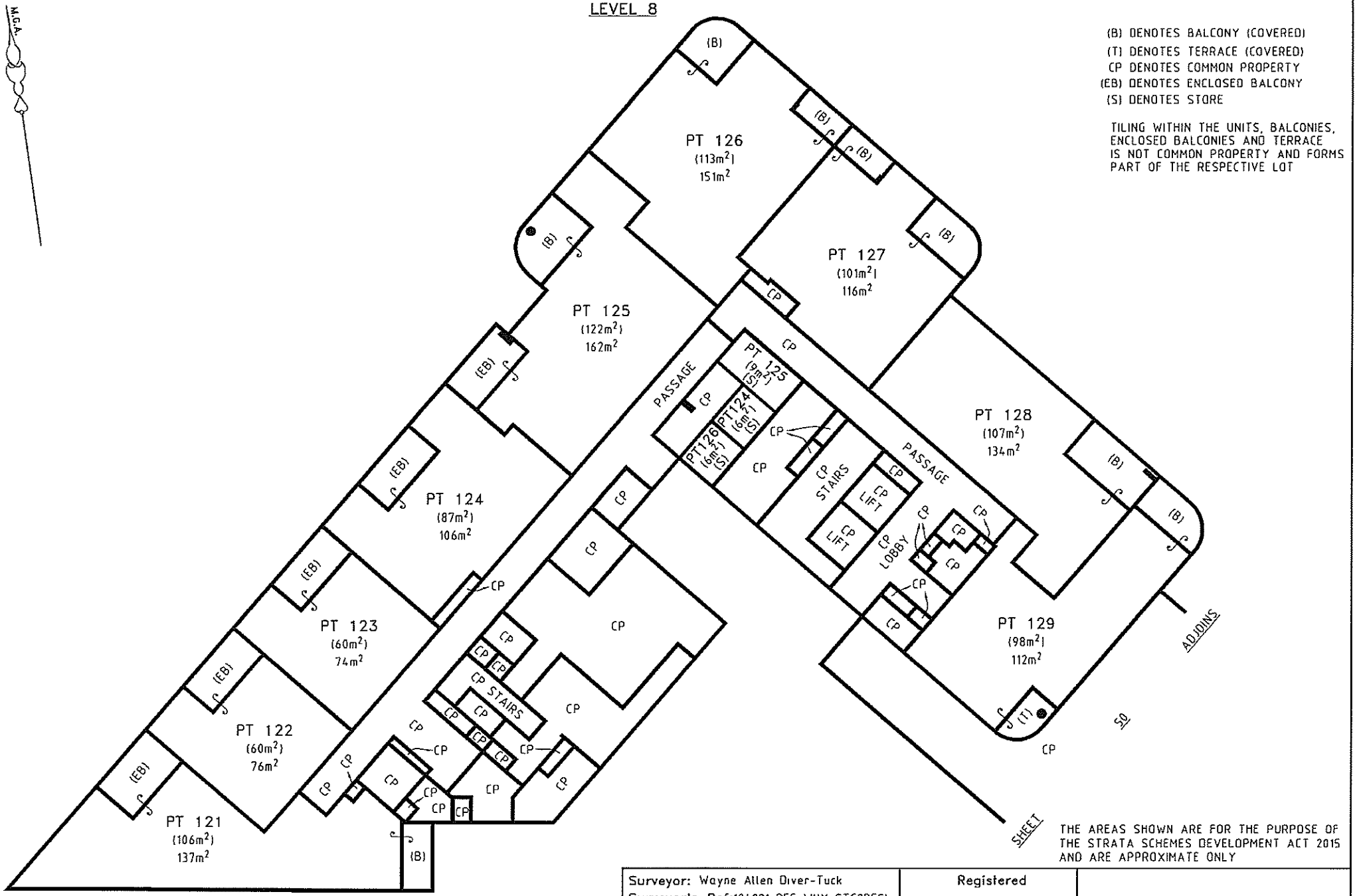
Lengths are in metres. Reduction Ratio 1: 200

Registered
2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

BUILDING 'A'
LEVEL 8



(B) DENOTES BALCONY (COVERED)
(T) DENOTES TERRACE (COVERED)
CP DENOTES COMMON PROPERTY
(EB) DENOTES ENCLOSED BALCONY
(S) DENOTES STORE

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

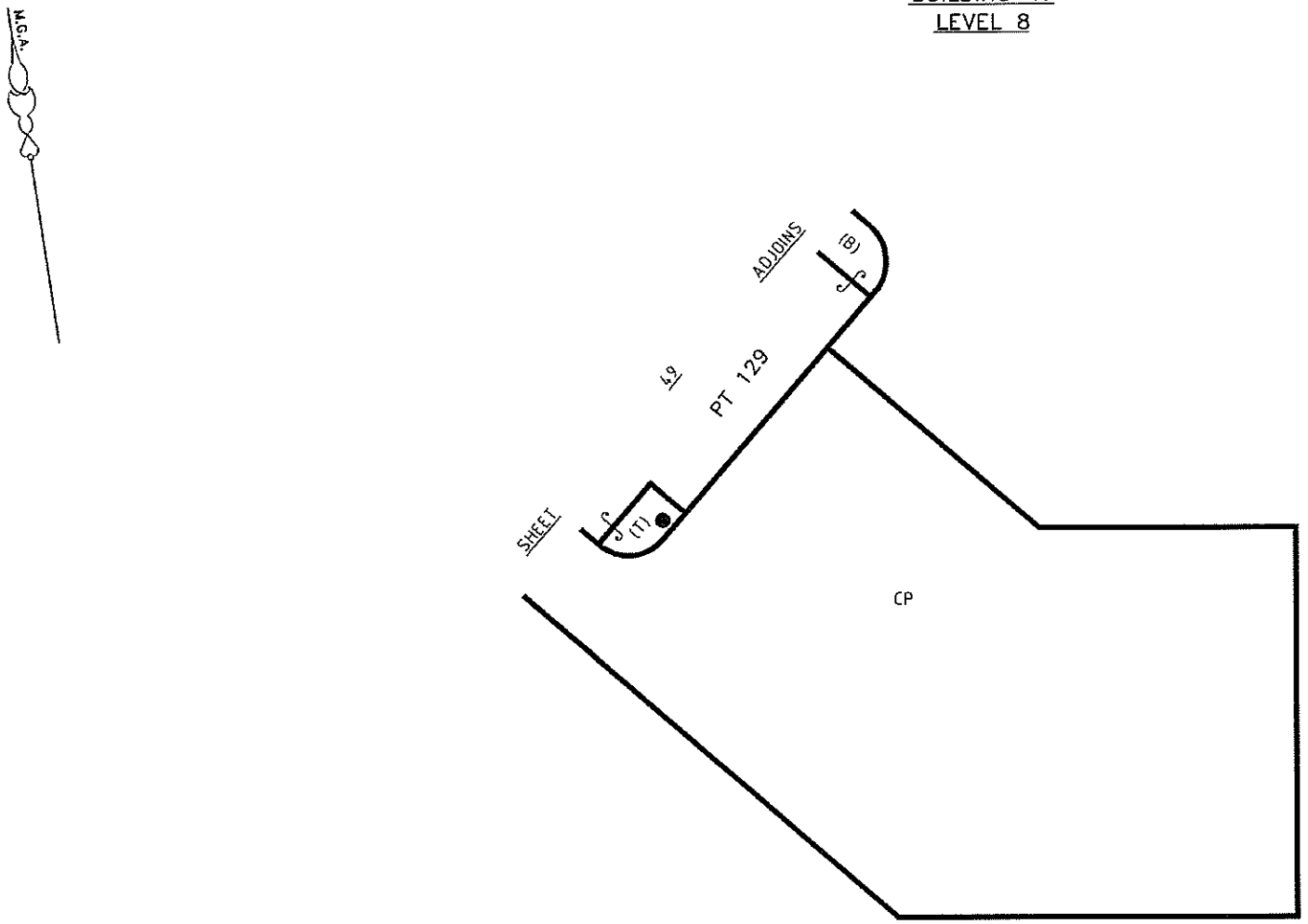
Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SBO

BUILDING 'A'
LEVEL 8



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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

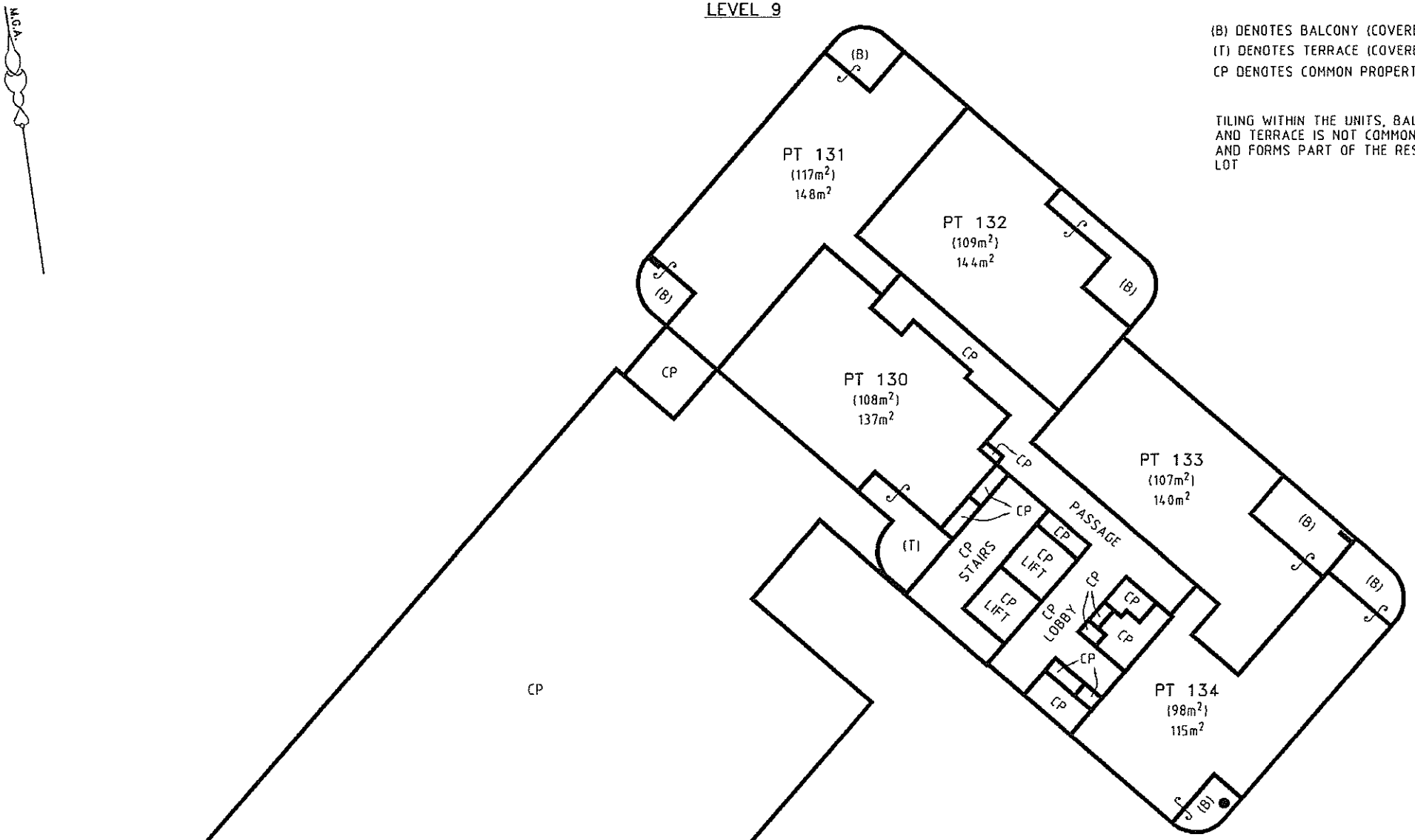
Lengths are in metres. Reduction Ratio 1: 200

Registered
2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

BUILDING 'A'
LEVEL 9



THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

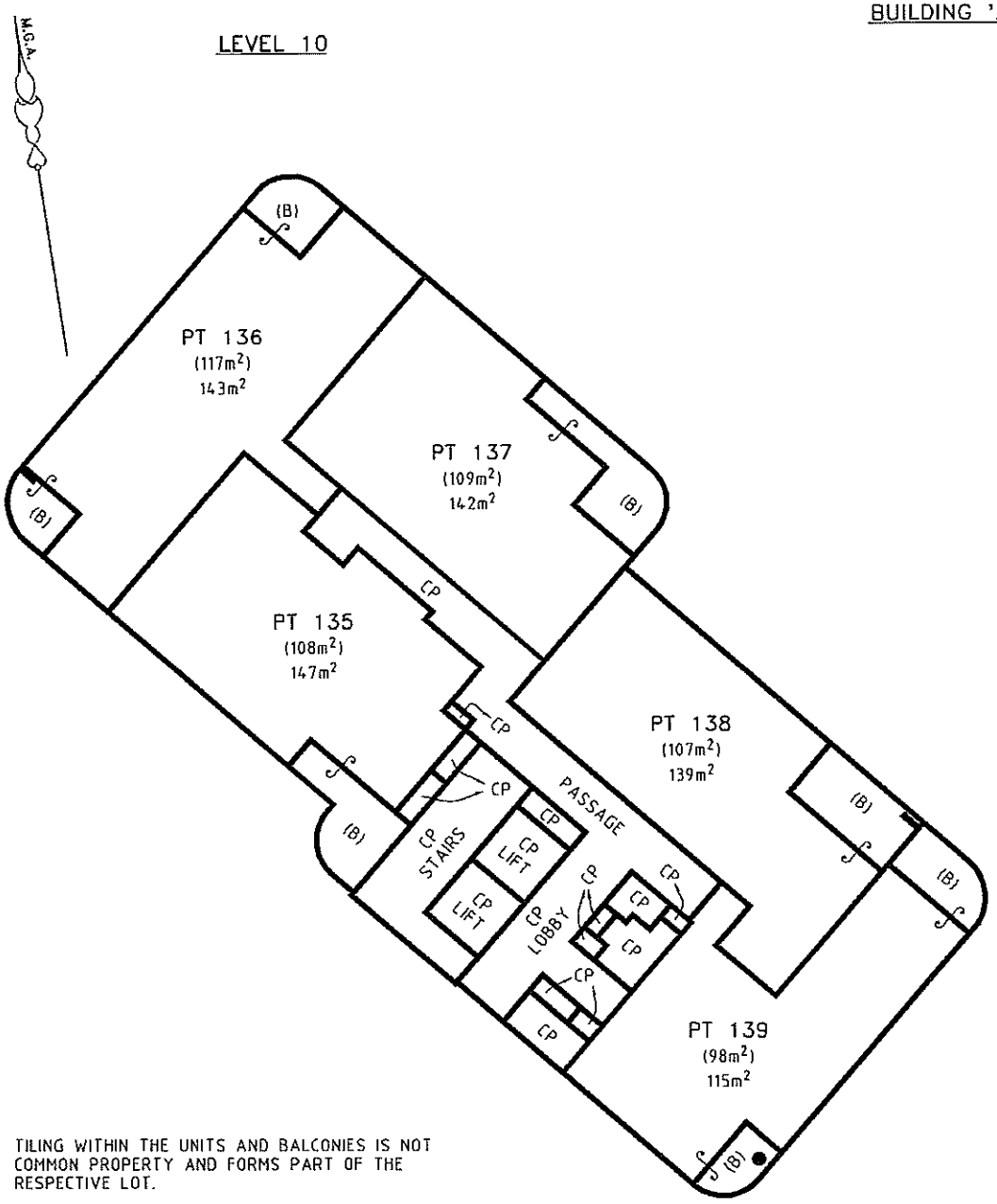
Registered
2.11.2018

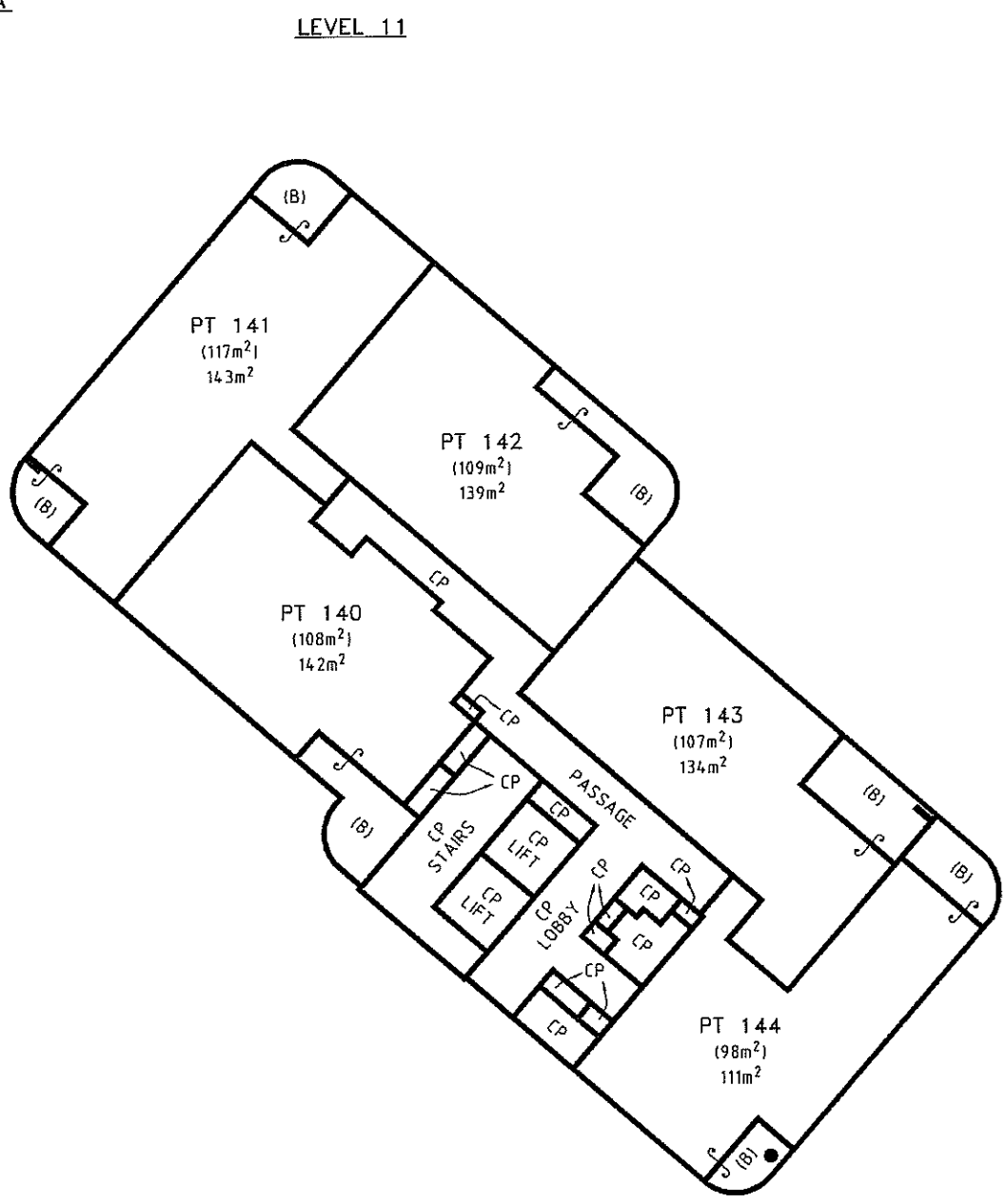
SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

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

BUILDING 'A'





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

(B) DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

SP98358

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

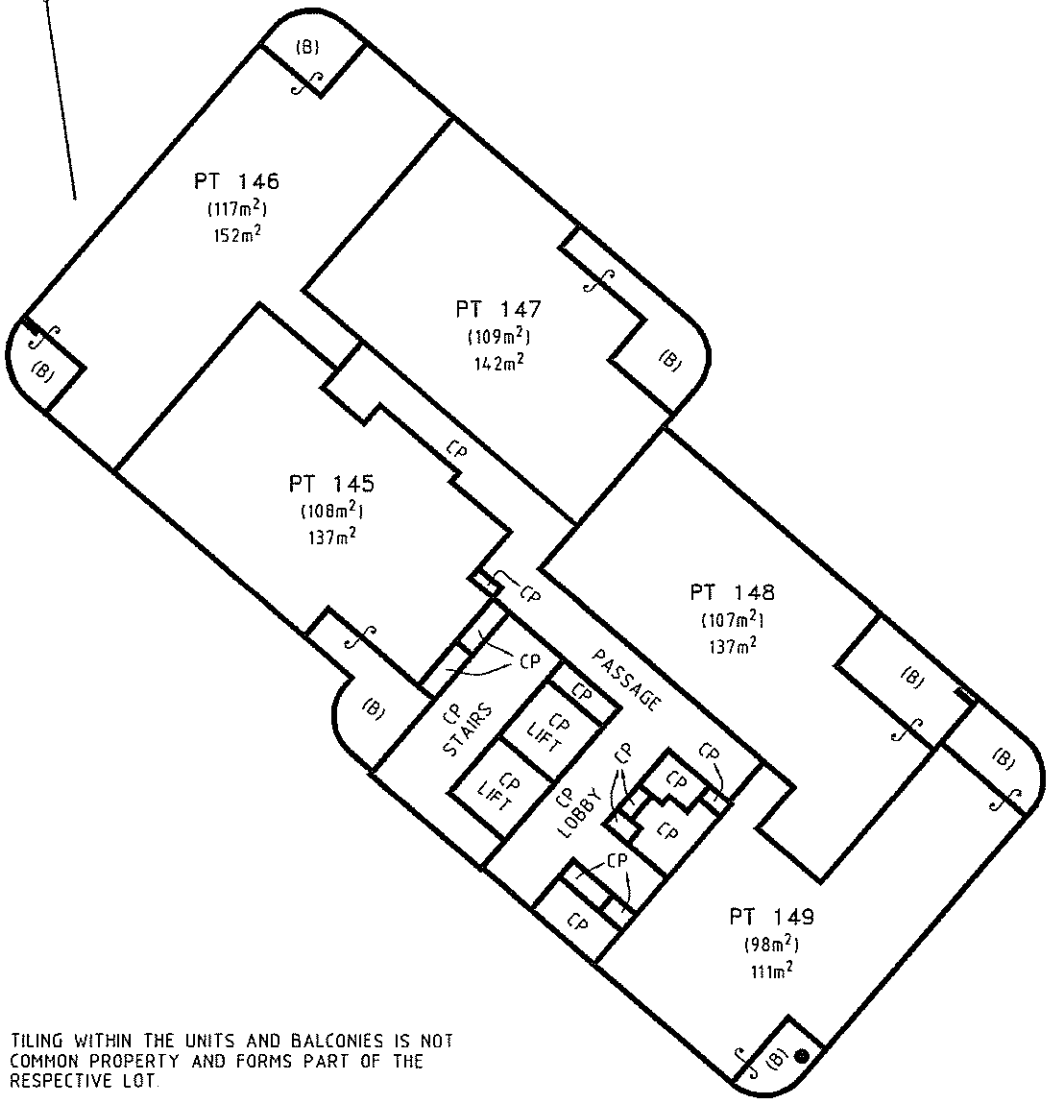
\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

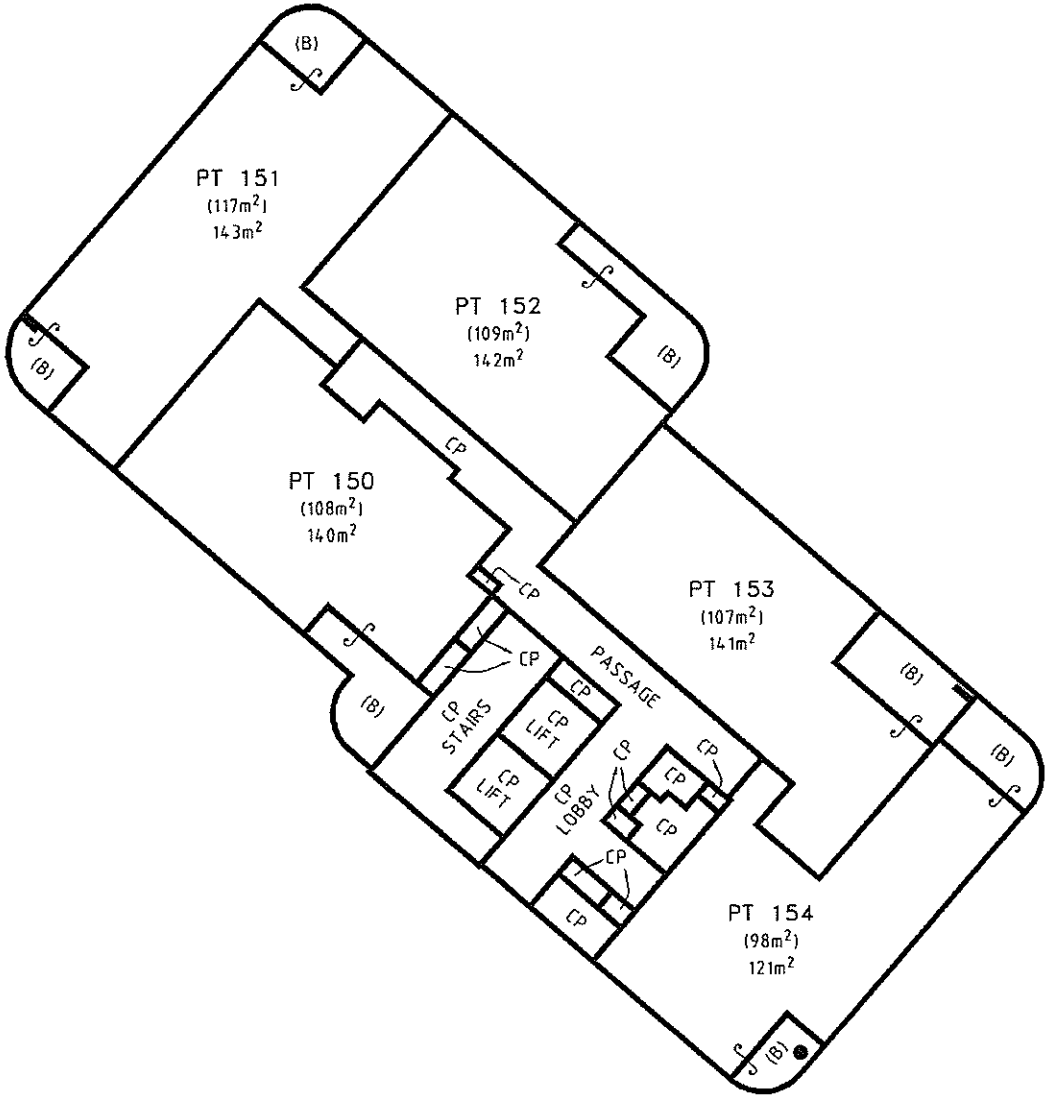
BUILDING 'A'

M.G.A.

LEVEL 12



LEVEL 13



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

(B) DENOTES BALCONY (COVERED)

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered 2.11.2018

SP98358

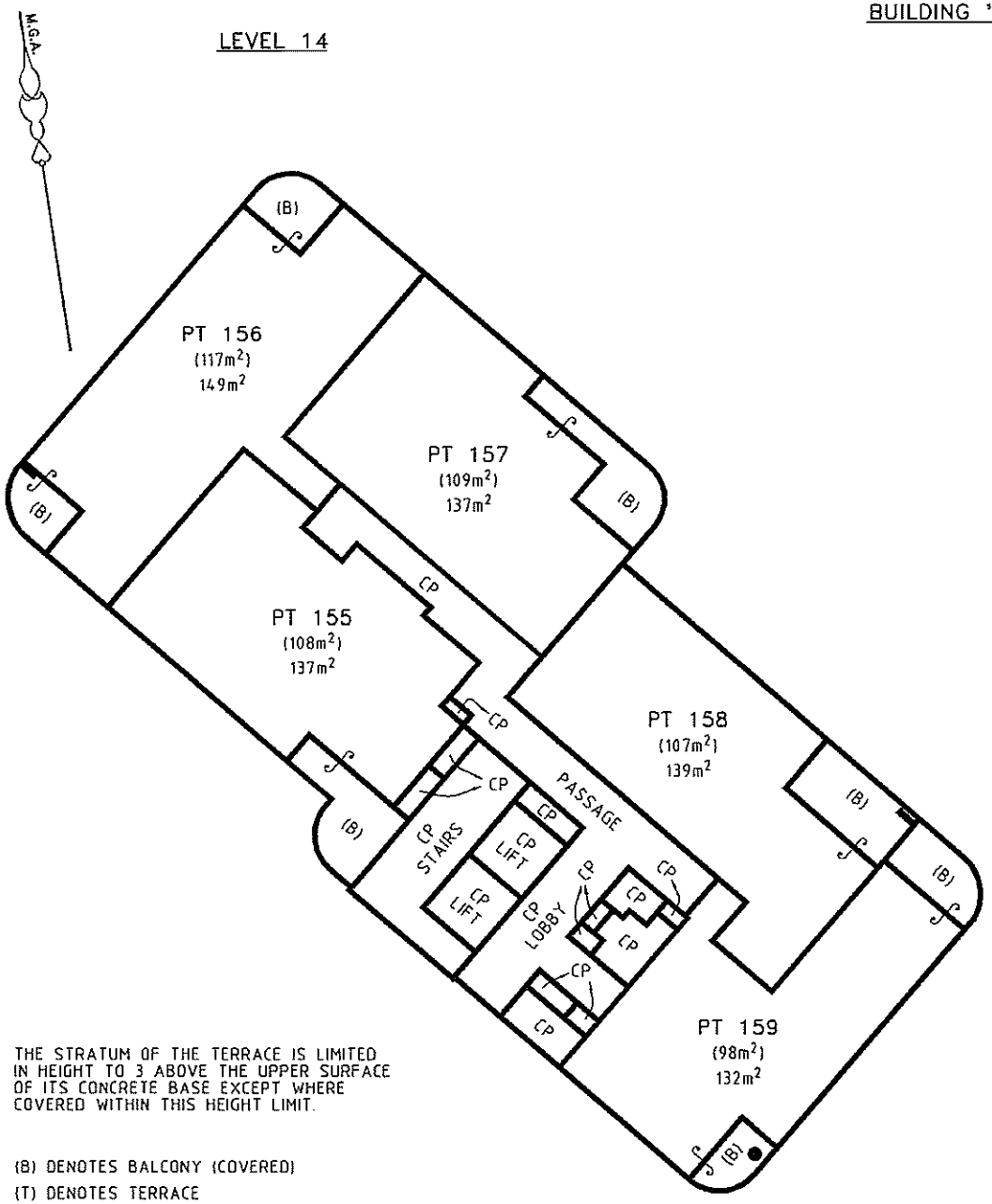
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stg2-A

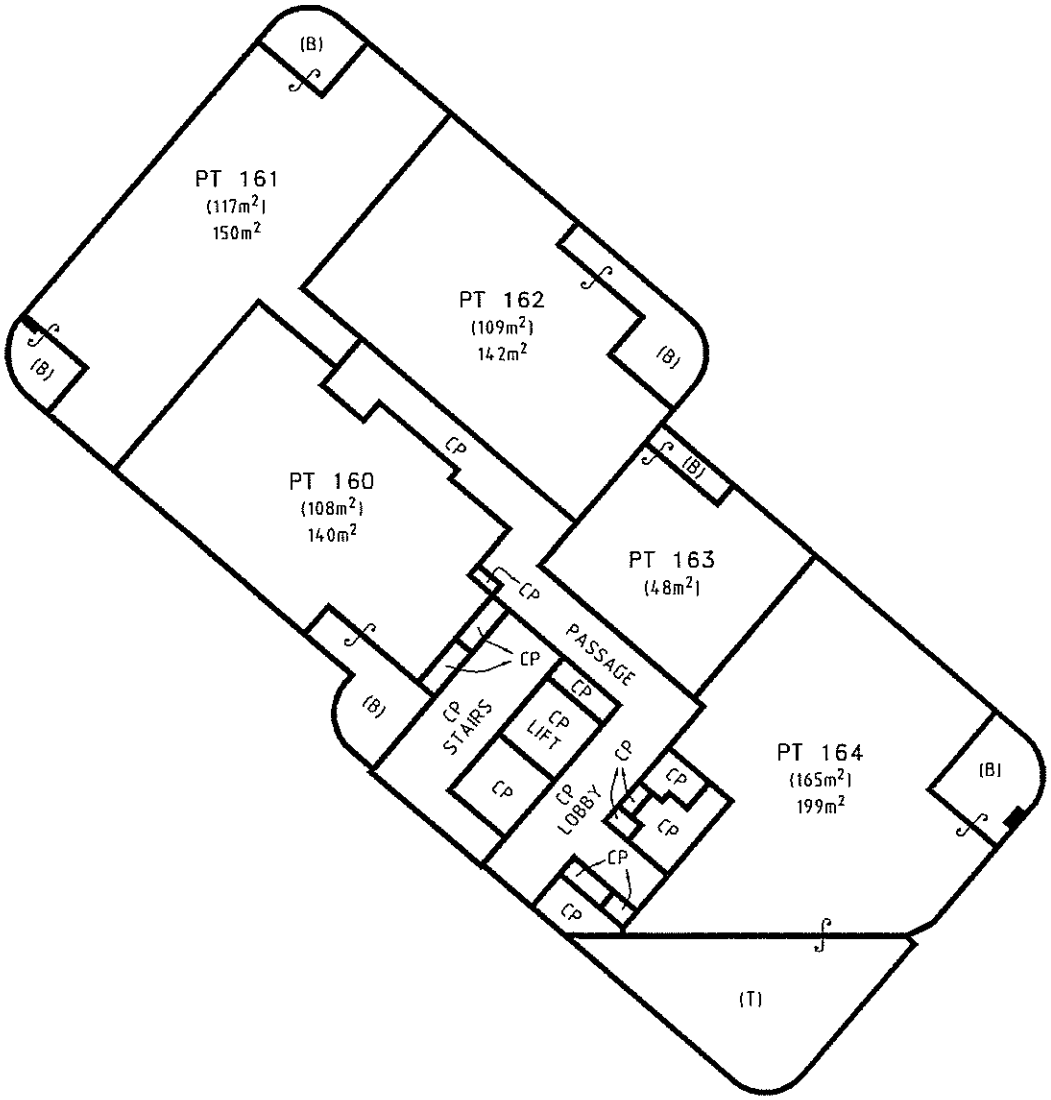
Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

BUILDING 'A'

LEVEL 14



LEVEL 15



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

(B) DENOTES BALCONY (COVERED)

(T) DENOTES TERRACE

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1:200

Registered 2.11.2018

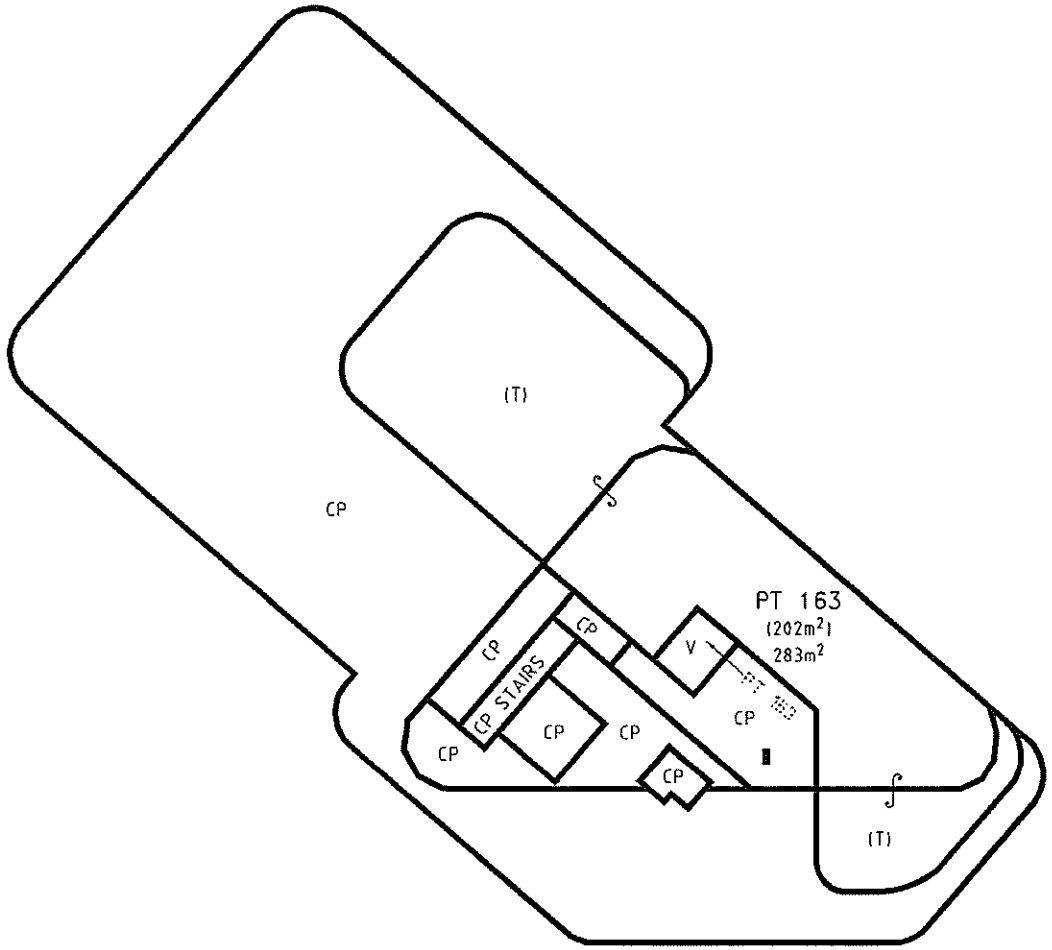
SP98358

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrobz-Ann-SEO

BUILDING 'A'
LEVEL 16

M.G.A.



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

TILING WITHIN THE UNIT AND TERRACES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY
V DENOTES VOID (STAIRS)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered
2.11.2018

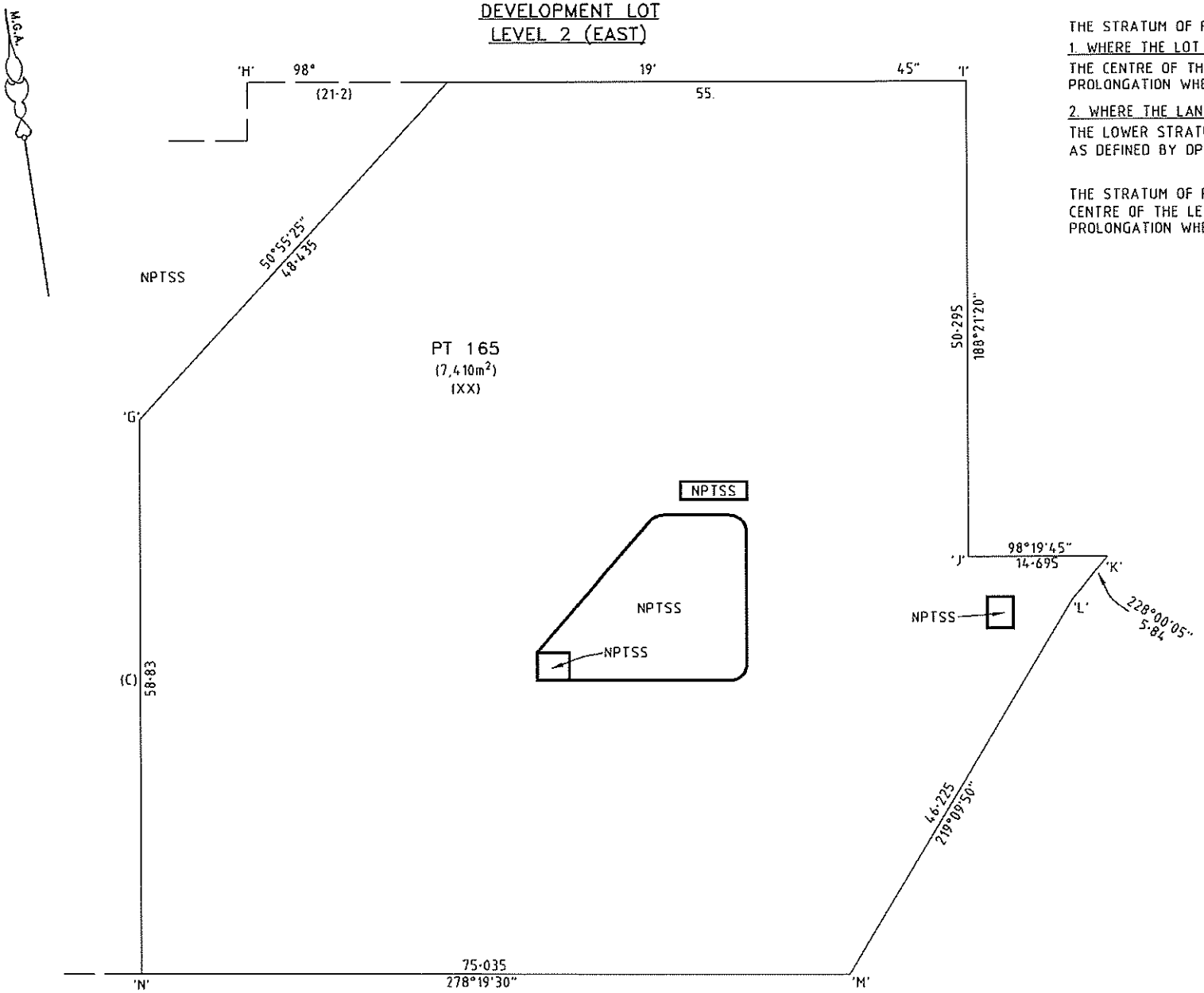
SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

DEVELOPMENT LOT
LEVEL 2 (EAST)



THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 165 IS PT 165

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LAND DIRECTLY BELOW PT 165 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 3 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

(C) DENOTES 8°19'45"

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

POINTS DENOTED 'G','H','I','J','K','L','M' & 'N' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

LOT 165 IS A DEVELOPMENT LOT

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1:450

Registered 2.11.2018

SP98358

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

\\Dee Why-Oaks Ave\Final-Stg2-A

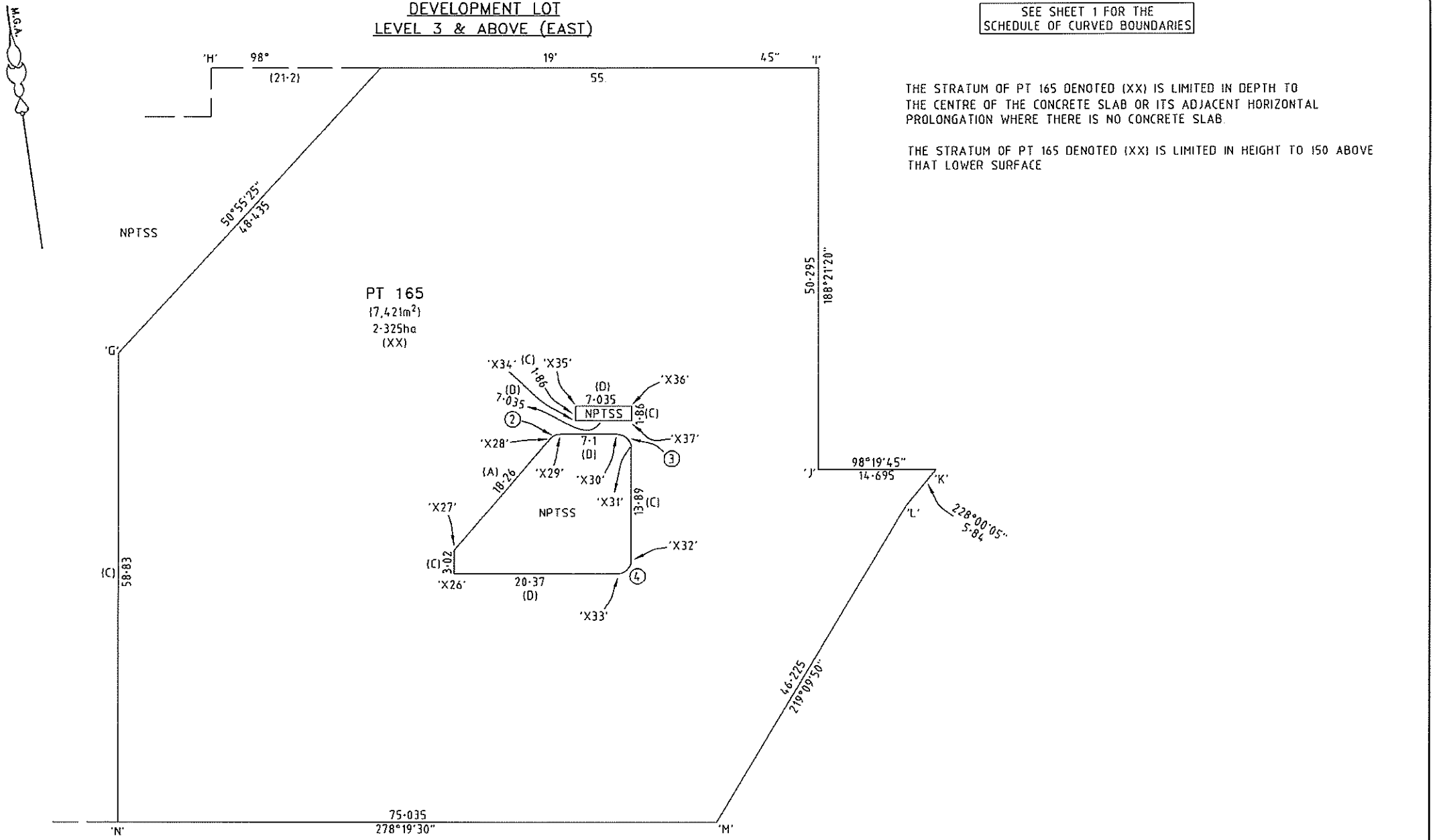
Office of the Registrar-General /Src:Hazlett /Ref:Astrobx-Ann-SEO

DEVELOPMENT LOT
LEVEL 3 & ABOVE (EAST)

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN DEPTH TO THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 165 DENOTED (XX) IS LIMITED IN HEIGHT TO 150 ABOVE THAT LOWER SURFACE



(A) DENOTES 49°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

POINTS DENOTED 'G','H','I','J','K','L','M','N', 'X26','X27','X28','X29','X30','X31','X32','X33', 'X34','X35','X36' & 'X37' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

LOT 165 IS A DEVELOPMENT LOT

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018

Lengths are in metres. Reduction Ratio 1:450

Registered 2.11.2018

SP98358

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

EASEMENTS AFFECTING THE WHOLE OF LOT 1 DP1241568

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR FIRE SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 STORMWATER PUMP OUT PITS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 DIESEL BOOSTER PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EASTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 WESTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 WESTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 FIRE STAIR 'D1' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 END OF TRIP PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'C' ROOF PLANT AREA (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'D' ROOF PLANT AREA (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG2RESI
Subdivision No: 40/2018
Lengths are in metres. Reduction Ratio 1:

Registered
2.11.2018

SP98358

Office of the Registrar-General /Src:Hazlett /Ref:Astrobz-Ann-SEO

SP FORM 3.03	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of ~~4~~ 5 sheets

Office Use Only	Office Use Only
Registered: 2.11.2018	SP98358 (E)

STRATA PLAN OF SUBDIVISION OF:	LGA: NORTHERN BEACHES
LOT 25 SP98140.	Locality: DEE WHY
	Parish: MANLY COVE
	County: CUMBERLAND

This is a *__FREEHOLD__/*~~LEASEHOLD~~ Strata Scheme

Surveyor's Certificate

I, Wayne Allen Diver-Tuck of JBW Surveyors Pty Ltd ACN 001 149 373,

being a land surveyor registered under the Surveying and Spatial Information Act 2002, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the Strata Schemes Development Act 2015 has been met.

*The building encroaches on:

*(a) a public place

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

Signature: .....

Date: 8th October 2018

Surveyor ID: 941

Surveyor's Reference: 124821-DEE WHY-STG2RES1

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I GARRY RYAN being an Accredited Certifier, accreditation number BPB0565, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 or 59 Strata Schemes Development Act 2015.

*(a) This plan is part of a development scheme.

*(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) ~~This certificate is given on the condition contained in the~~ relevant planning approval that lot(s) ^ ..... will be created as ~~utility lots~~ and restricted in accordance with ~~section 63 Strata Schemes Development Act 2015~~.

Certificate Reference: 40/2018

Relevant Planning Approval No.: CDC 12/2018

issued by: GARRY RYAN

Signature: .....

Date: 16/10/2018

^ Insert lot numbers of proposed utility lots.

SHEET NUMBER AMENDED VIDE 2018-1695 20.11.2018

* Strike through if inapplicable

SP FORM 3.07	STRATA PLAN ADMINISTRATION SHEET	Sheet 2 of 5 sheets

Office Use Only

Registered: 2.11.2018

Office Use Only

SP98358

VALUER'S CERTIFICATE

I, PETER RAPTIS being a qualified valuer, as defined in the Strata Schemes Development Act 2015, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 Strata Schemes Development Act 2015.

Signature: ..... Date 25.9.2018

SCHEDULE OF UNIT ENTITLEMENT

BUILDING 'A'

LOT	UE	LOT	UE	LOT	UE	LOT	UE
26	45	66	62	106	49	146	85
27	34	67	69	107	50	147	86
28	35	68	38	108	36	148	86
29	35	69	38	109	36	149	69
30	47	70	54	110	48	150	69
31	55	71	42	111	50	151	85
32	61	72	59	112	47	152	86
33	66	73	48	113	55	153	87
34	34	74	46	114	68	154	69
35	34	75	35	115	72	155	69
36	37	76	35	116	40	156	86
37	50	77	35	117	40	157	87
38	50	78	35	118	54	158	87
39	52	79	55	119	74	159	72
40	49	80	46	120	50	160	69
41	66	81	54	121	50	161	86
42	45	82	63	122	36	162	87
43	35	83	68	123	36	163	133
44	35	84	38	124	48	164	103
45	35	85	38	125	65		
46	34	86	51	126	79		
47	55	87	40	127	67		
48	46	88	57	128	84		
49	54	89	67	129	67		
50	62	90	49	130	67		
51	66	91	51	131	83		
52	38	92	36	132	84		
53	50	93	36	133	85		
54	50	94	50	134	67		
55	52	95	53	135	67		
56	49	96	47	136	84		
57	62	97	55	137	85		
58	46	98	65	138	85		
59	35	99	69	139	68		
60	35	100	39	140	68		
61	35	101	39	141	84		
62	35	102	51	142	85		
63	55	103	42	143	86		
64	46	104	59	144	68		
65	54	105	56	145	68		

DEVELOPMENT LOT

LOT	U.E.
165	10,692

AGGREGATE 18,657

SHEET NUMBER AMENDED VIDE 2018-1695 20.11.2018

Surveyor's Reference: 124821-DEE WHY-STG2RESI

SP FORM 3.08 (Annexure) | **STRATA PLAN ADMINISTRATION SHEET** | Sheet 3 of 5 sheets

Office Use Only

Registered: 2.11.2018

Office Use Only

SP98358

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

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

Clause 60 - Surveying and Spatial Information Regulation 2017
Schedule of street addresses

BUILDING 'A'

LOT	S.A.N	P.A
26	201	890PR
27	202	890PR
28	203	890PR
29	205	890PR
30	206	890PR
31	207	890PR
32	208	15HA
33	209	15HA
34	210	15HA
35	211	15HA
36	213	15HA
37	215	15HA
38	216	15HA
39	217	15HA
40	218	15HA
41	219	15HA
42	301	890PR
43	302	890PR
44	303	890PR
45	305	890PR
46	306	890PR
47	307	890PR
48	308	890PR
49	313	15HA
50	315	15HA
51	316	15HA
52	317	15HA
53	318	15HA
54	319	15HA
55	320	15HA
56	321	15HA
57	322	15HA
58	401	890PR
59	402	890PR
60	403	890PR
61	405	890PR
62	406	890PR
63	407	890PR
64	408	890PR
65	413	15HA
66	415	15HA
67	416	15HA
68	417	15HA
69	418	15HA
70	419	15HA
71	420	15HA
72	421	15HA
73	422	15HA
74	501	890PR
75	502	890PR
76	503	890PR
77	505	890PR
78	506	890PR
79	507	890PR
80	508	890PR
81	513	15HA
82	515	15HA
83	516	15HA
84	517	15HA
85	518	15HA
86	519	15HA
87	520	15HA
88	521	15HA
89	522	15HA
90	523	15HA
91	601	890PR
92	602	890PR
93	603	890PR
94	605	890PR
95	606	890PR
96	607	890PR
97	613	15HA
98	615	15HA
99	616	15HA
100	617	15HA
101	618	15HA
102	619	15HA
103	620	15HA
104	621	15HA
105	622	15HA
106	623	15HA
107	701	890PR
108	702	890PR
109	703	890PR
110	705	890PR
111	706	890PR
112	707	890PR
113	713	15HA
114	715	15HA
115	716	15HA
116	717	15HA
117	718	15HA
118	719	15HA
119	720	15HA
120	721	15HA
121	801	890PR
122	802	890PR
123	803	890PR
124	805	890PR
125	813	890PR
126	815	15HA
127	816	15HA
128	817	15HA
129	818	15HA
130	913	15HA
131	915	15HA
132	916	15HA
133	917	15HA
134	918	15HA
135	1013	15HA
136	1015	15HA
137	1016	15HA
138	1017	15HA
139	1018	15HA
140	1113	15HA
141	1115	15HA
142	1116	15HA
143	1117	15HA
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148	1217	15HA
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150	1313	15HA
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152	1316	15HA
153	1317	15HA
154	1318	15HA
155	1413	15HA
156	1415	15HA
157	1416	15HA
158	1417	15HA
159	1418	15HA
160	1513	15HA
161	1515	15HA
162	1516	15HA
163	1517	15HA
164	1518	15HA

PRIMARY ADDRESS FOR LOT 165 - NOT APPLICABLE.

S.A.N DENOTES SUB-ADDRESS NUMBER
P.A DENOTES PRIMARY ADDRESS
890PR DENOTES PRIMARY ADDRESS IS 890 Pittwater Road, Dee Why
15HA DENOTES PRIMARY ADDRESS IS 15 Howard Avenue, Dee Why

Surveyor's Reference: 124821-DEE WHY-STG2RESI

SHEET NUMBER AMENDED VIDE 2018-1695 20.11.2018

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 4 of ~~4~~ 5 sheets

Office Use Only	Office Use Only
Registered: 2.11.2018	SP98358

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

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

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: KARIMBLA PROPERTIES (NO.42) PTY LIMITED ACN 160 693 452

Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO.42) PTY LIMITED ACN 160 693 452 THE COMMON SEAL OF

SECRETARY

ROBYN McCULLY

DIRECTOR

DAVID CREMONA

5

SEE SHEET 5

THIS SHEET REPLACED BY SHEET 5 VIDE 2018-1695 20.11.2018

Surveyor's Reference: 124821-DEE WHY-STG2RES

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 5 of 5 sheets

Office Use Only	Office Use Only
Registered: 2.11.2018	SP98358

This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Corporation: KARIMBLA PROPERTIES (NO. 41) PTY LIMITED

Authority: section 127 of the Corporations Act 2001

SECRETARY

ROBYN McCULLY

DIRECTOR

DAVID CREMONA

THIS SHEET REPLACES SHEET 4 VIDE 2018-1695 21.11.2018

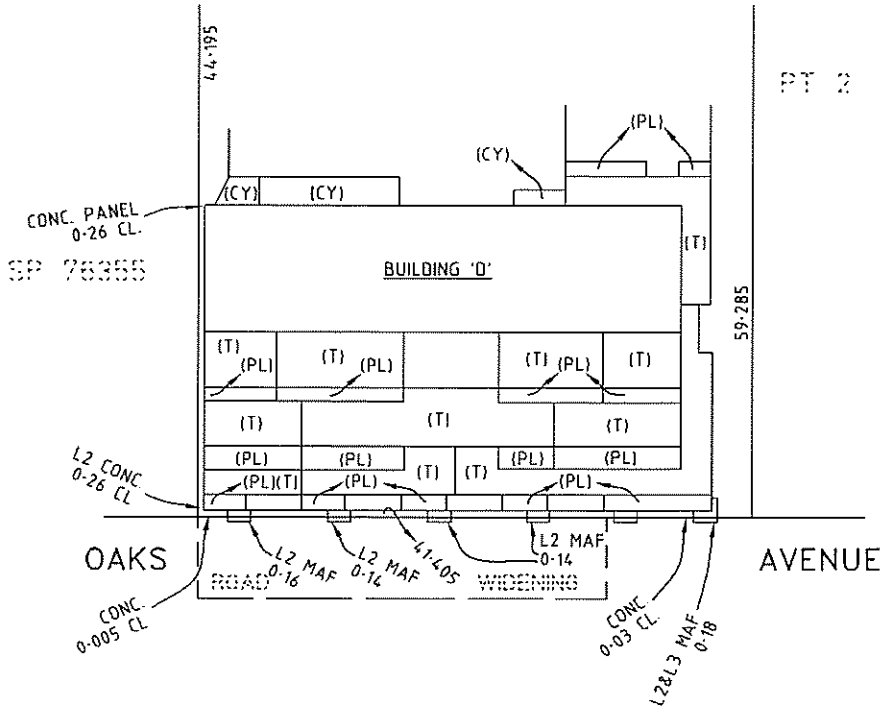
Surveyor's Reference: 124821-DEE WHY-STG2RES1

SEE SHEETS 2 - 16 FOR LOCATION PLANS

M.G.A.

BUILDING DETAIL

(SHOWING THE LOCATION OF BUILDING 'D' AT LEVEL 2 & ABOVE.)



SCHEDULE OF CURVED BOUNDARIES

LINE	CHORD	ARC	RADIUS
2	73°40'40" 1·5	1·55	1·8
3	143°19'45" 2·545	2·825	1·8
4	233°19'45" 2·545	2·825	1·8
5	244°13'25" 2·98	3·06	3·9

BUILDING 'D'
CONCRETE, BRICK & METAL RESIDENTIAL BUILDING
COMPRISING 5 LEVELS OF APARTMENTS WITH
BASEMENT CARPARKING UNDER AND PLANT AREAS OVER.
No 16 OAKS AVENUE

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568

L2 DENOTES LEVEL 2
L3 DENOTES LEVEL 3
MAF DENOTES METAL ARCHITECTURAL FEATURE

(CY) DENOTES COURTYARD
(PL) DENOTES PLANTER
(T) DENOTES TERRACE
PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:400

Registered 20.9.2018

SP98140

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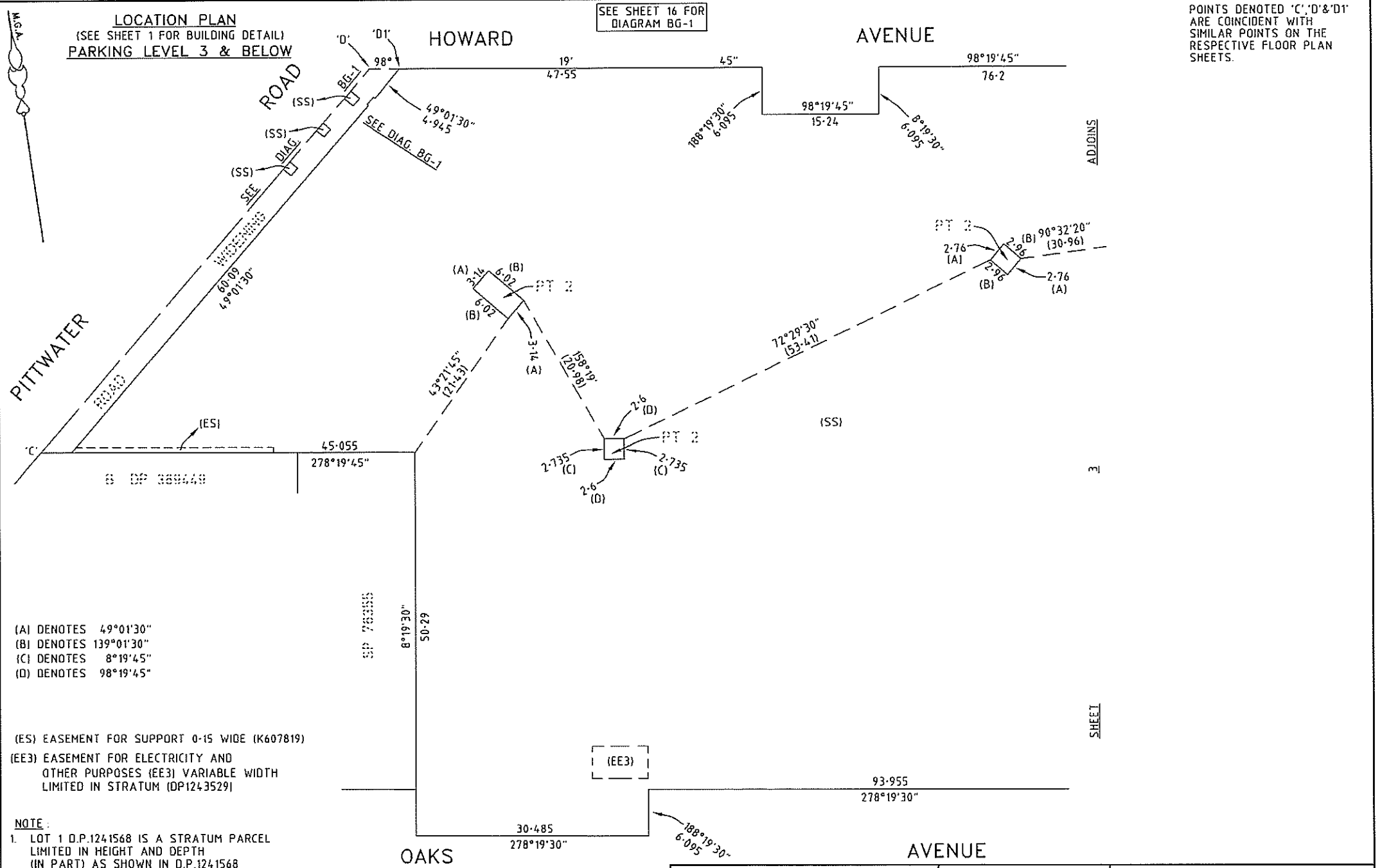
\\Dee Why-Oaks Ave\Final-Stg1-D

STRATA PLAN FORM 2 (A3) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet No. 2 of 46 Sheets

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 3 & BELOW

SEE SHEET 16 FOR DIAGRAM BG-1

POINTS DENOTED 'C','D'&'D1' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

(ES) EASEMENT FOR SUPPORT 0-15 WIDE (K607819)
(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

Registered 20.9.2018

SP98140

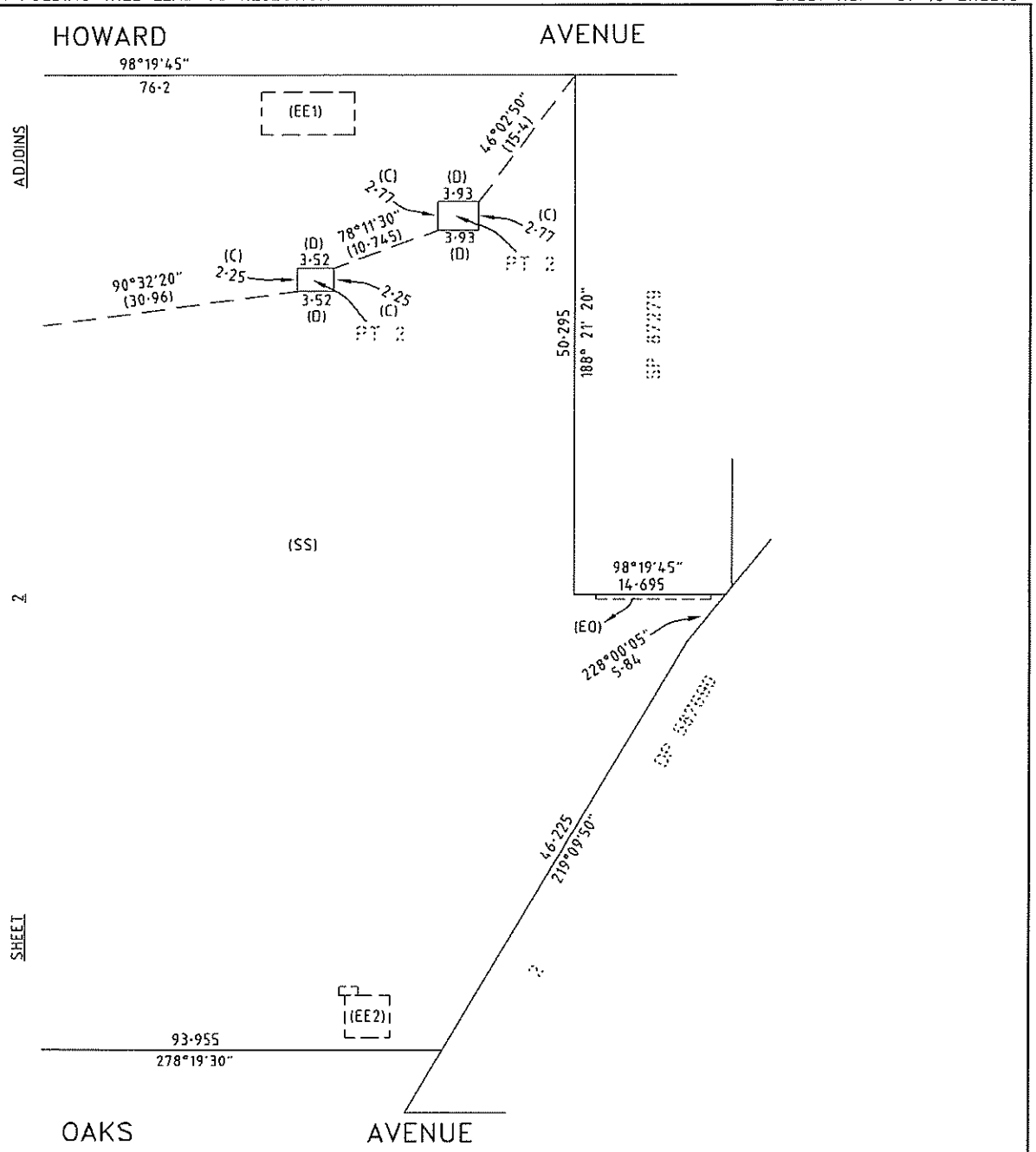
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stgl-D

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 3 & BELOW

M.G.A.



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

(EO) EASEMENT FOR OVERHANG VARIABLE WIDTH (DP1178762)
(EE1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)
(EE2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

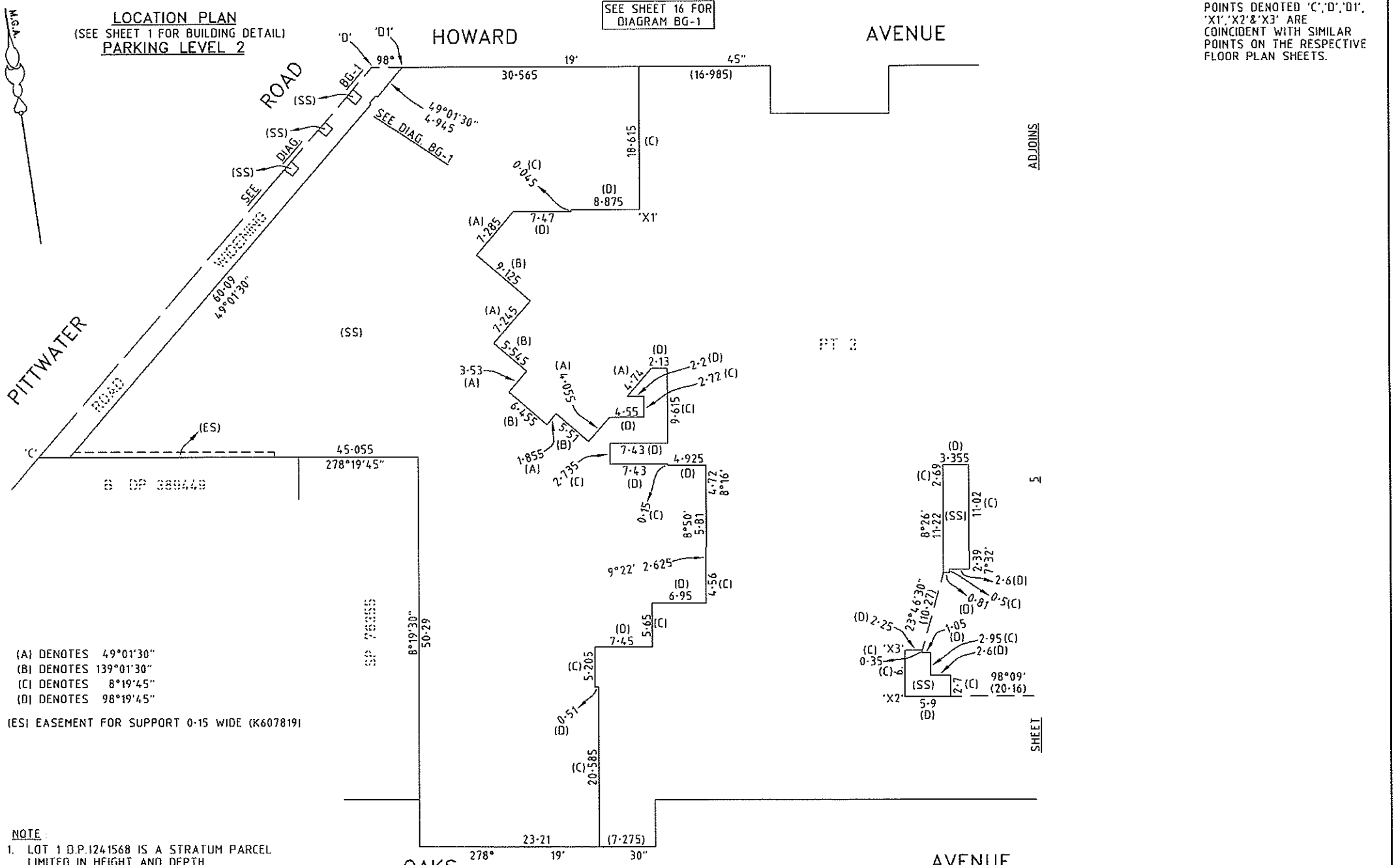
Surveyor: Wayne Allen Diver-Tuck	Registered	SP98140
Surveyor's Ref:124821-DEE WHY-STGIRESI	20.9.2018	
Subdivision No: 24/2018		
Lengths are in metres. Reduction Ratio 1:450		

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

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 2

SEE SHEET 16 FOR DIAGRAM BG-1

POINTS DENOTED 'C','D','D1', 'X1','X2'&'X3' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

Registered
20.9.2018

SP98140

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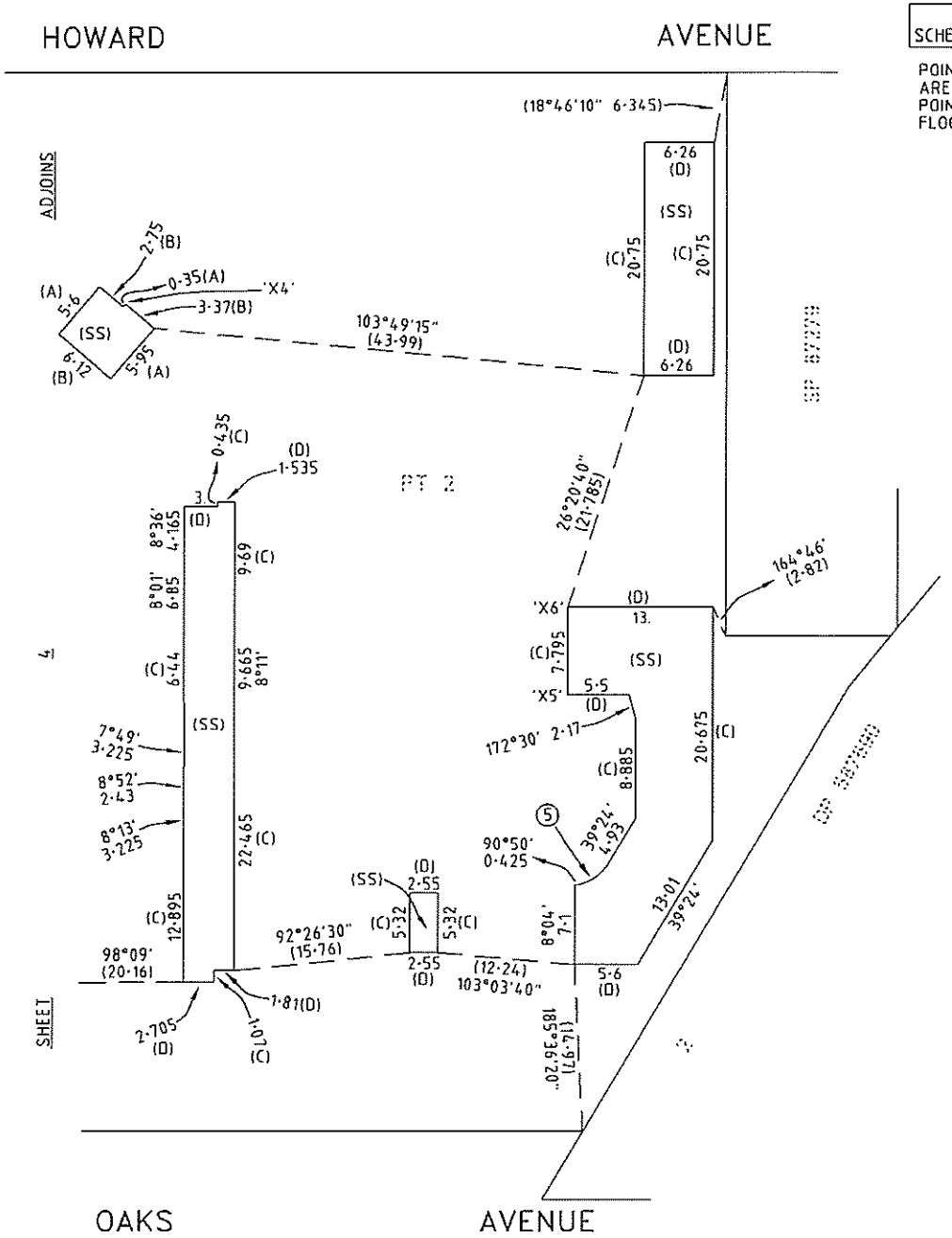
Office of the Registrar-General /Src:Hazlett /Ref:Astrobz-Ann-SEO

M.G.A.

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 2

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

POINTS DENOTED 'X4','X5'&'X6' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

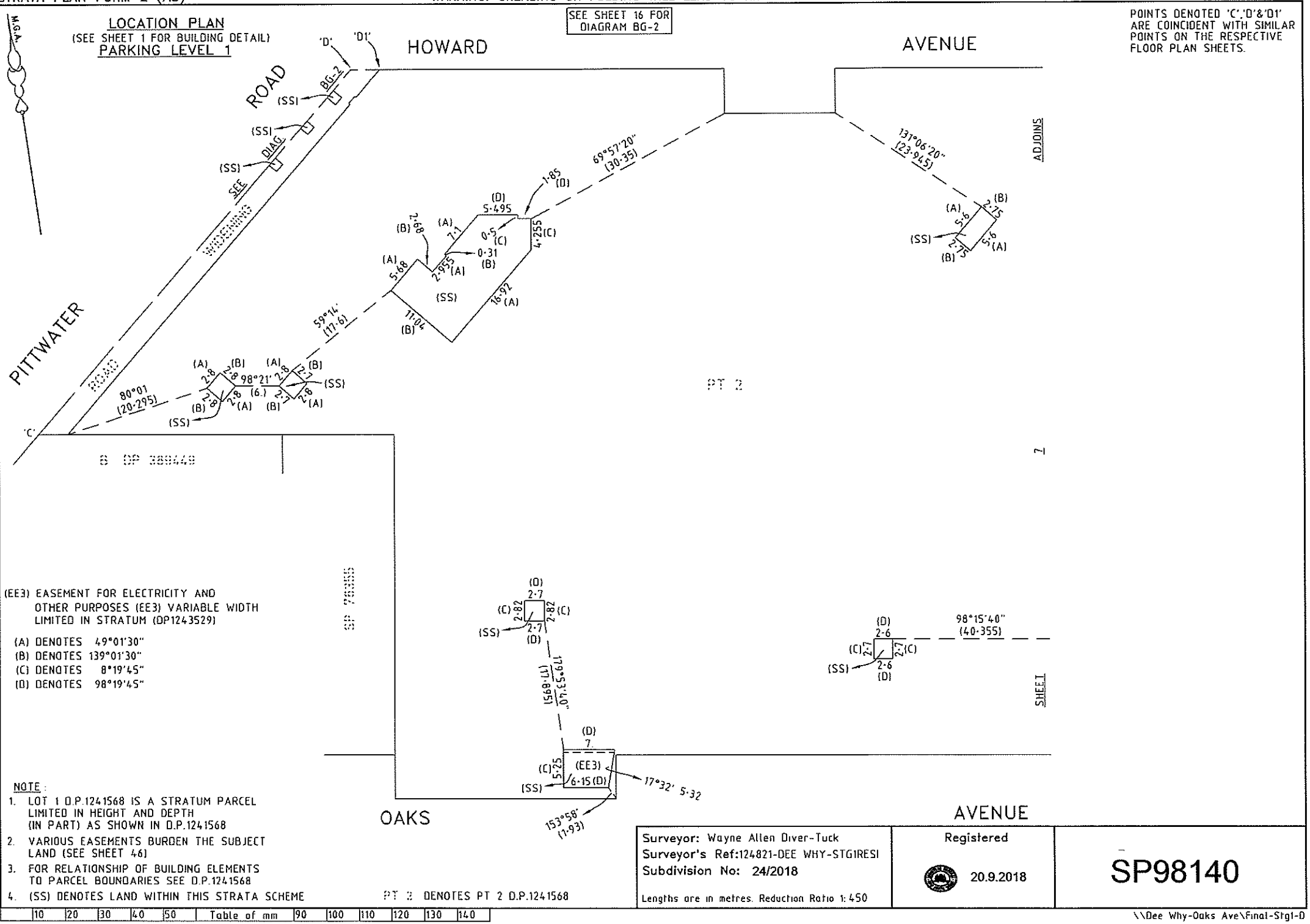
NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck	Registered	SP98140
Surveyor's Ref:124821-DEE WHY-STG1RES1	20.9.2018	
Subdivision No: 24/2018		
Lengths are in metres. Reduction Ratio 1:450		

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

\\Dee Why-Oaks Ave\Final-Stg1-D



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1: 450

Registered 20.9.2018

SP98140

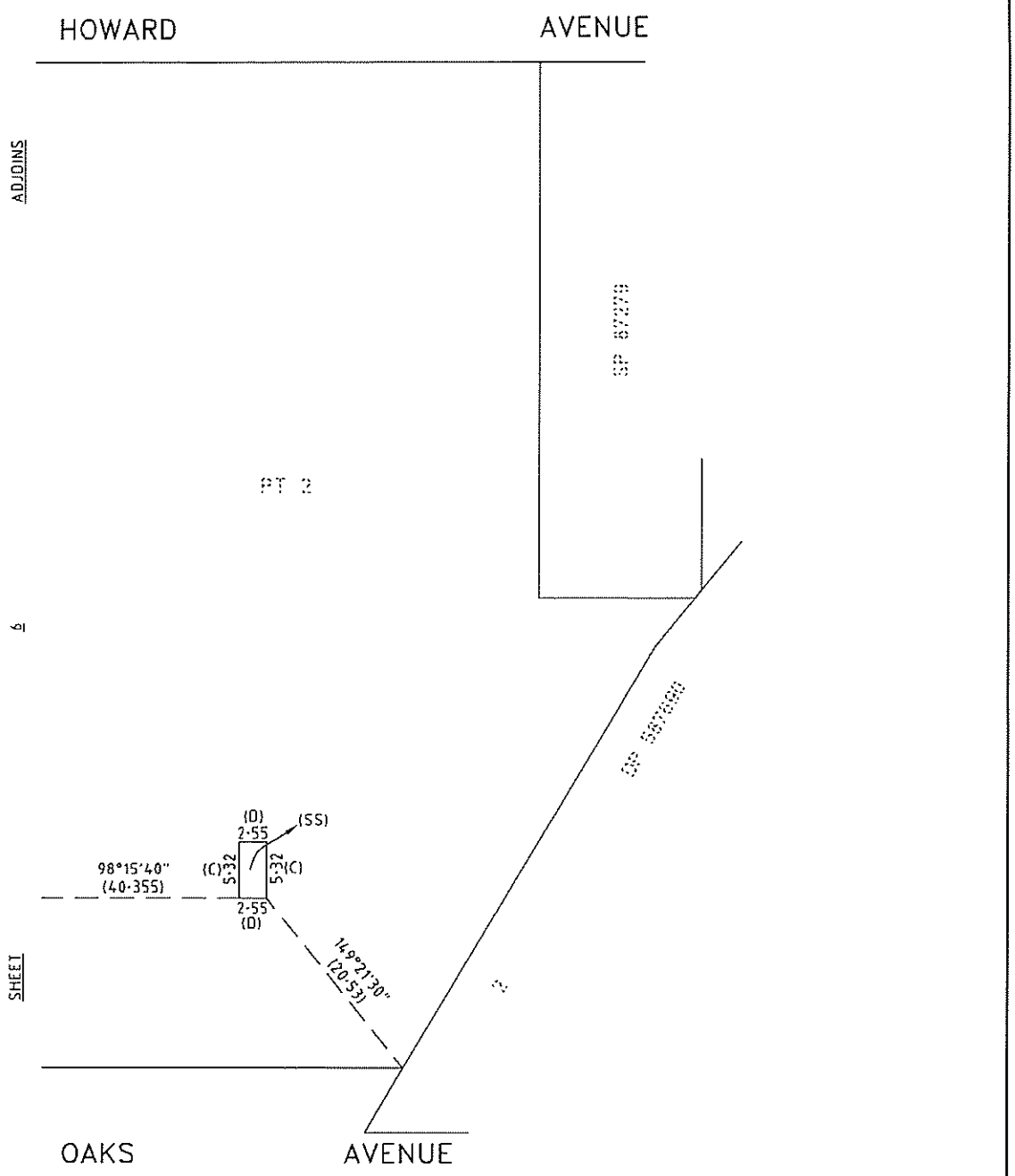
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stgl-D

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
PARKING LEVEL 1

M.G.A.



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck	Registered	SP98140
Surveyor's Ref:124821-DEE WHY-STG1RESI	20.9.2018	
Subdivision No: 24/2018		
Lengths are in metres. Reduction Ratio 1:450		

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

SEE SHEET 16 FOR DIAGRAMS AG-1 & GL-1

POINTS DENOTED 'X7','X8', 'X9','X10','X11','X12','X13','X14', 'D' & 'D1' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
GROUND LEVEL

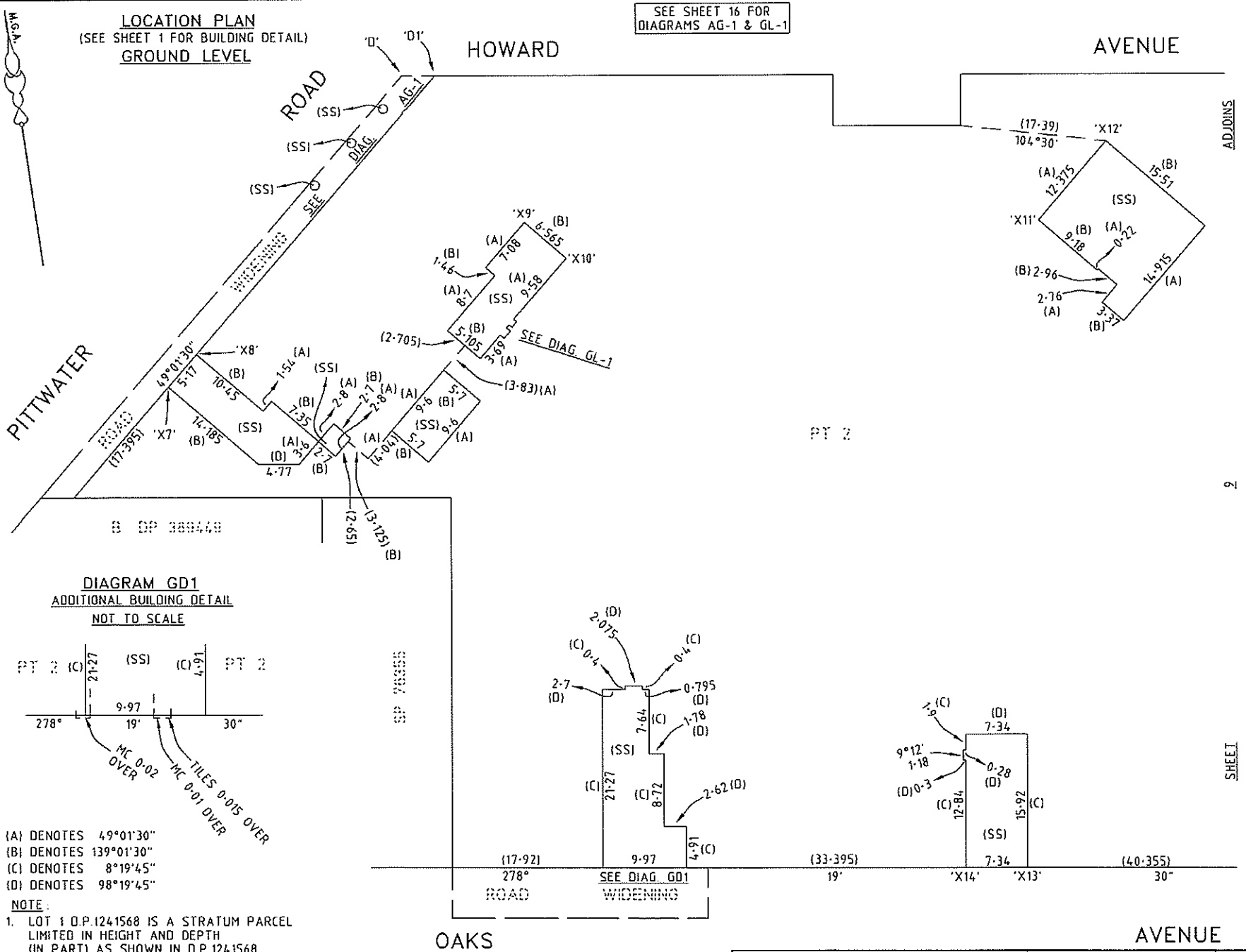


DIAGRAM GD1
ADDITIONAL BUILDING DETAIL
NOT TO SCALE

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

MC DENOTES METAL CLADDING

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

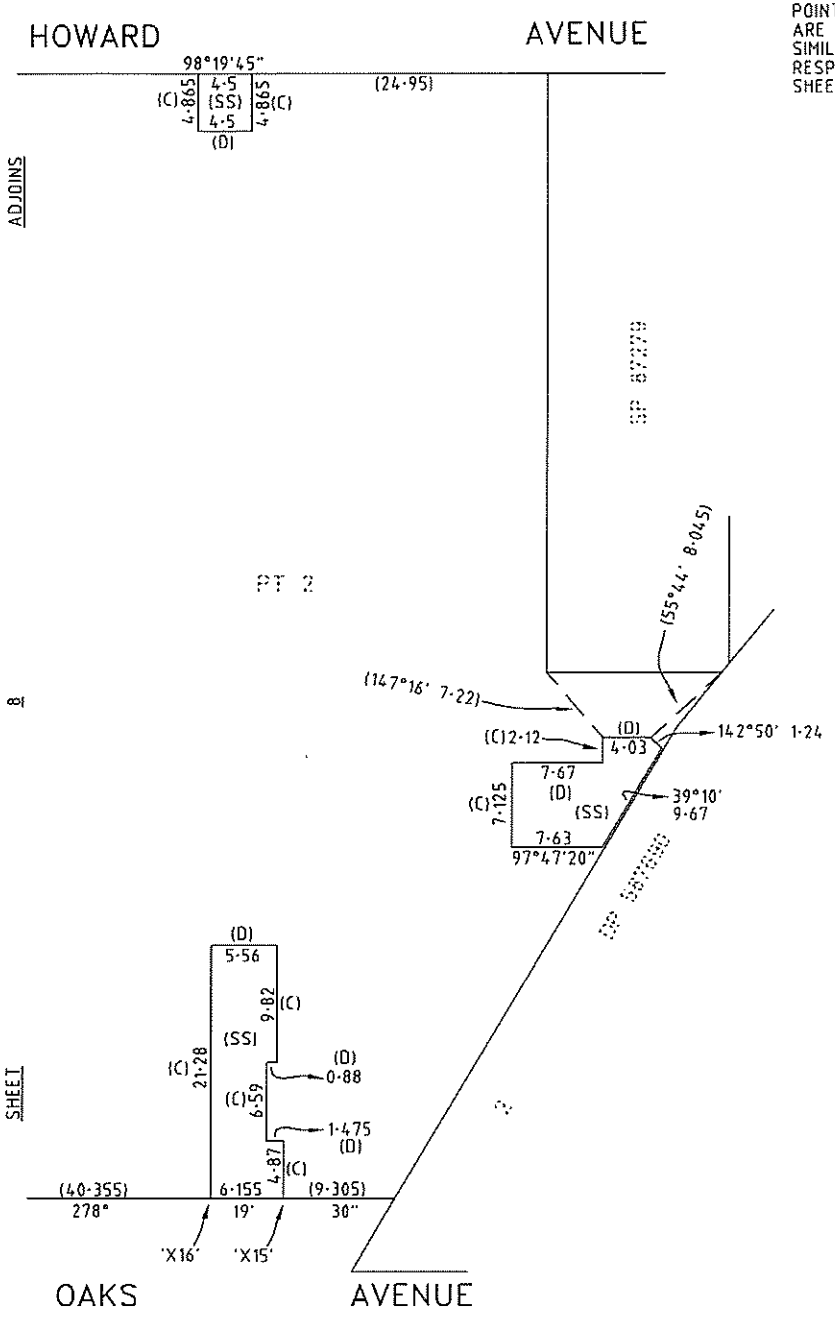
Registered
20.9.2018

SP98140

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
GROUND LEVEL





POINTS DENOTED 'X15'&'X16' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS

(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck	Registered	SP98140
Surveyor's Ref:124821-DEE WHY-STG1RESI	20.9.2018	
Subdivision No: 24/2018		
Lengths are in metres. Reduction Ratio 1:450		

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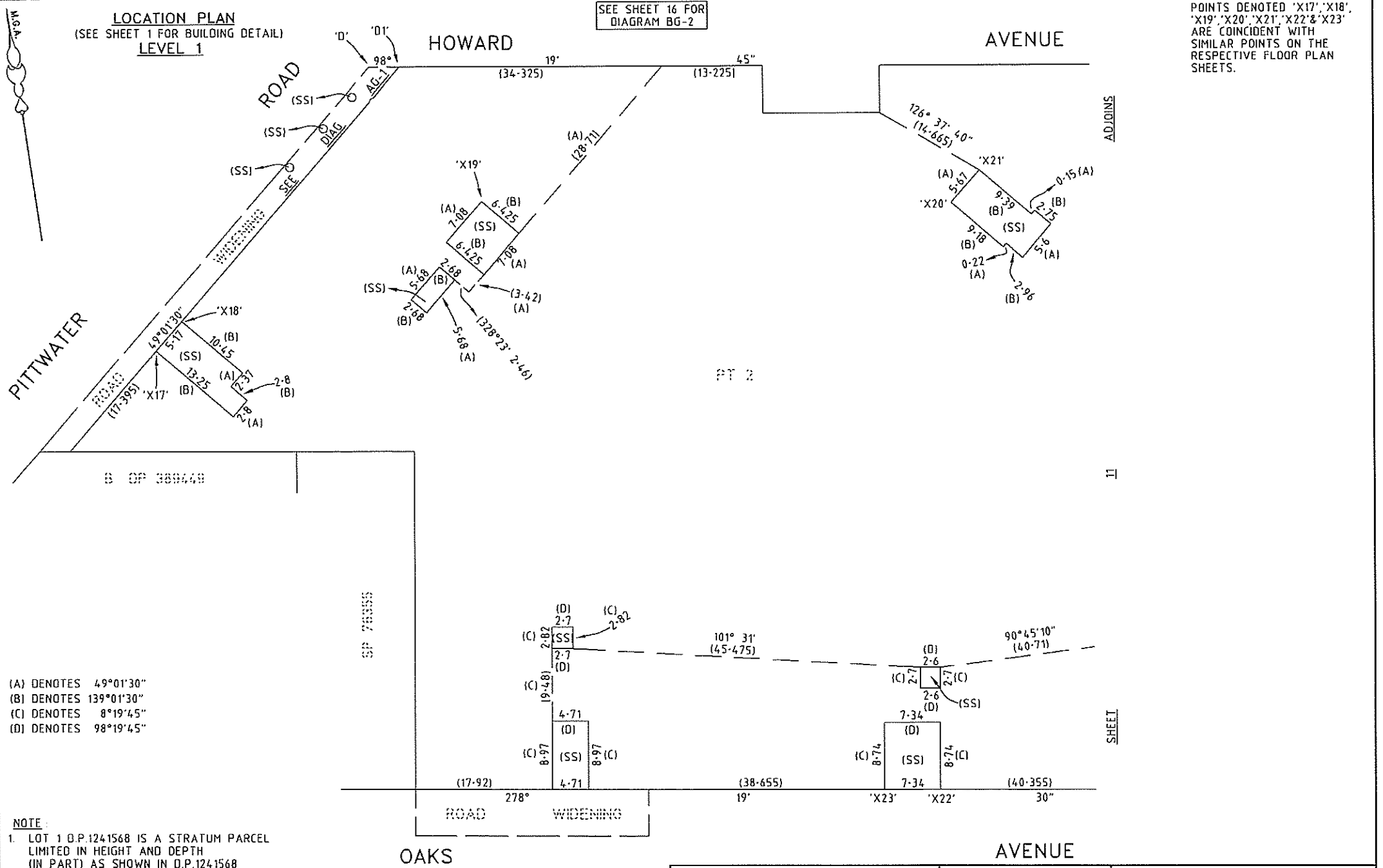
\\Dee Why-Oaks Ave\Final-Stg1-D

Title of the Registrar-General /SEC:nazlett /KEI:ASTROOT-ANN-SEO

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 1

SEE SHEET 16 FOR DIAGRAM BG-2

POINTS DENOTED 'X17','X18', 'X19','X20','X21','X22'&'X23' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

Registered
20.9.2018

SP98140

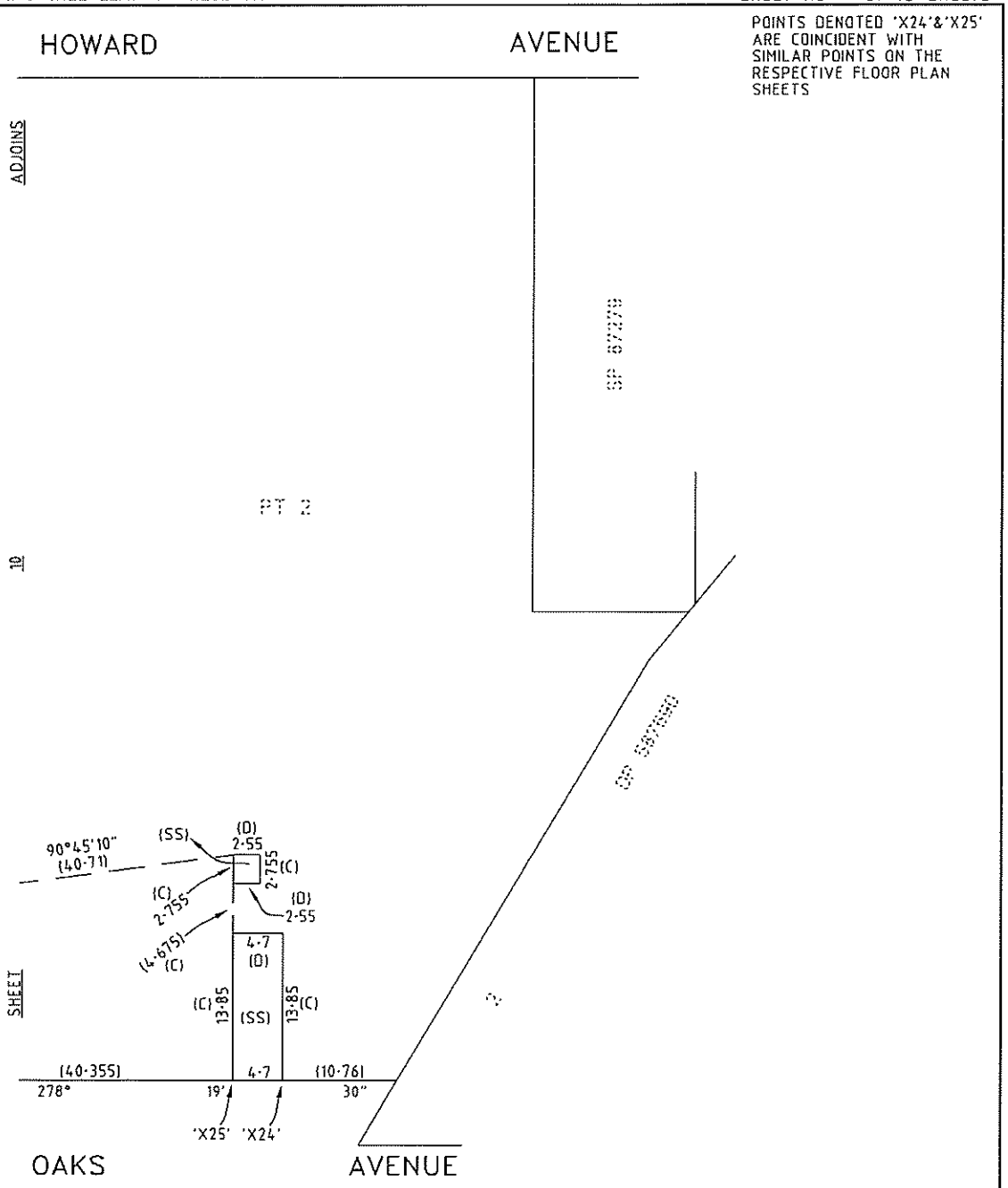
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Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 1

M.G.A.

POINTS DENOTED 'X24'&'X25' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RES1
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

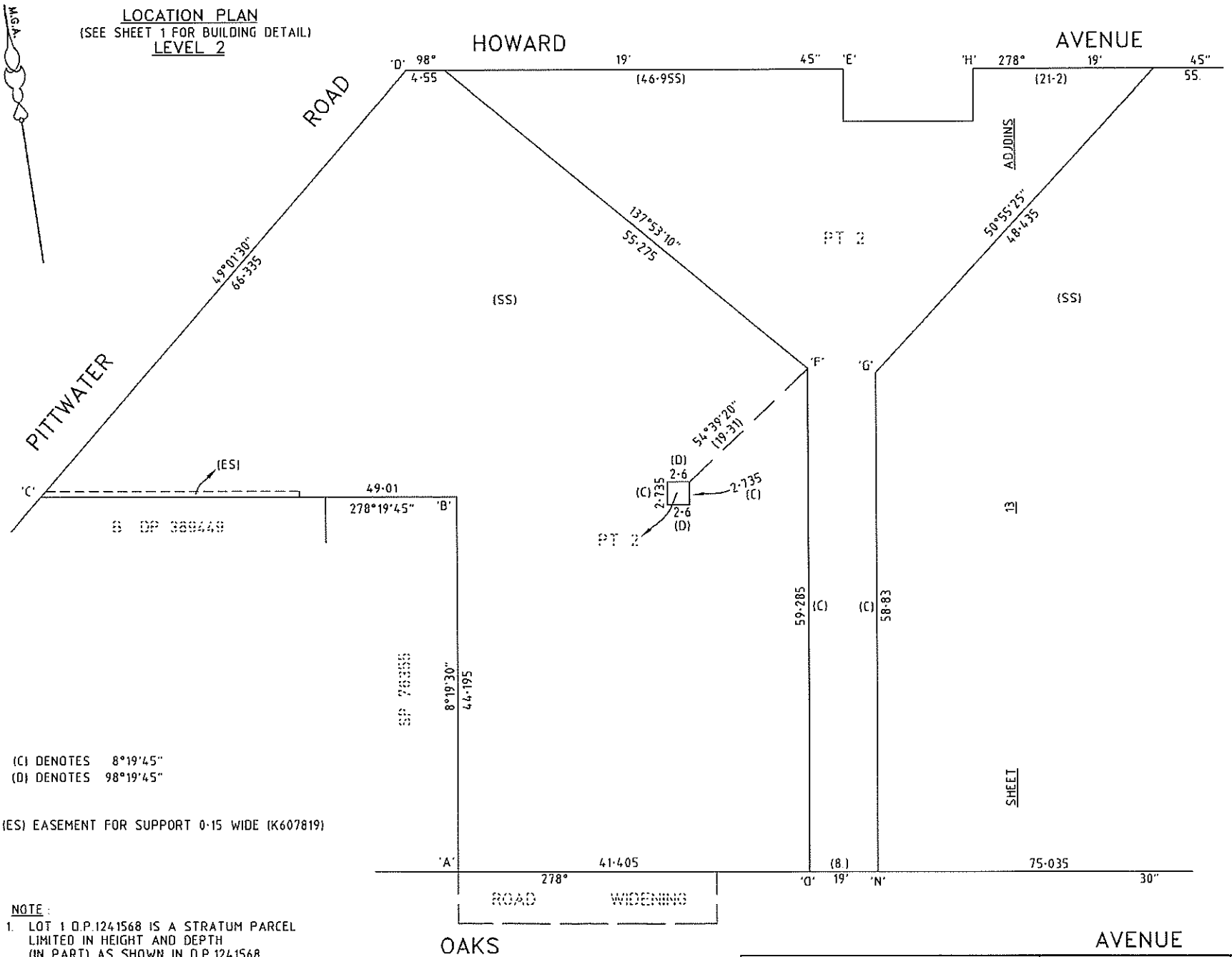
Registered
20.9.2018

SP98140

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

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 2

POINTS DENOTED 'A','B','C', 'D','E','F','G','H','N'&'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

NOTE :
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

Registered
20.9.2018

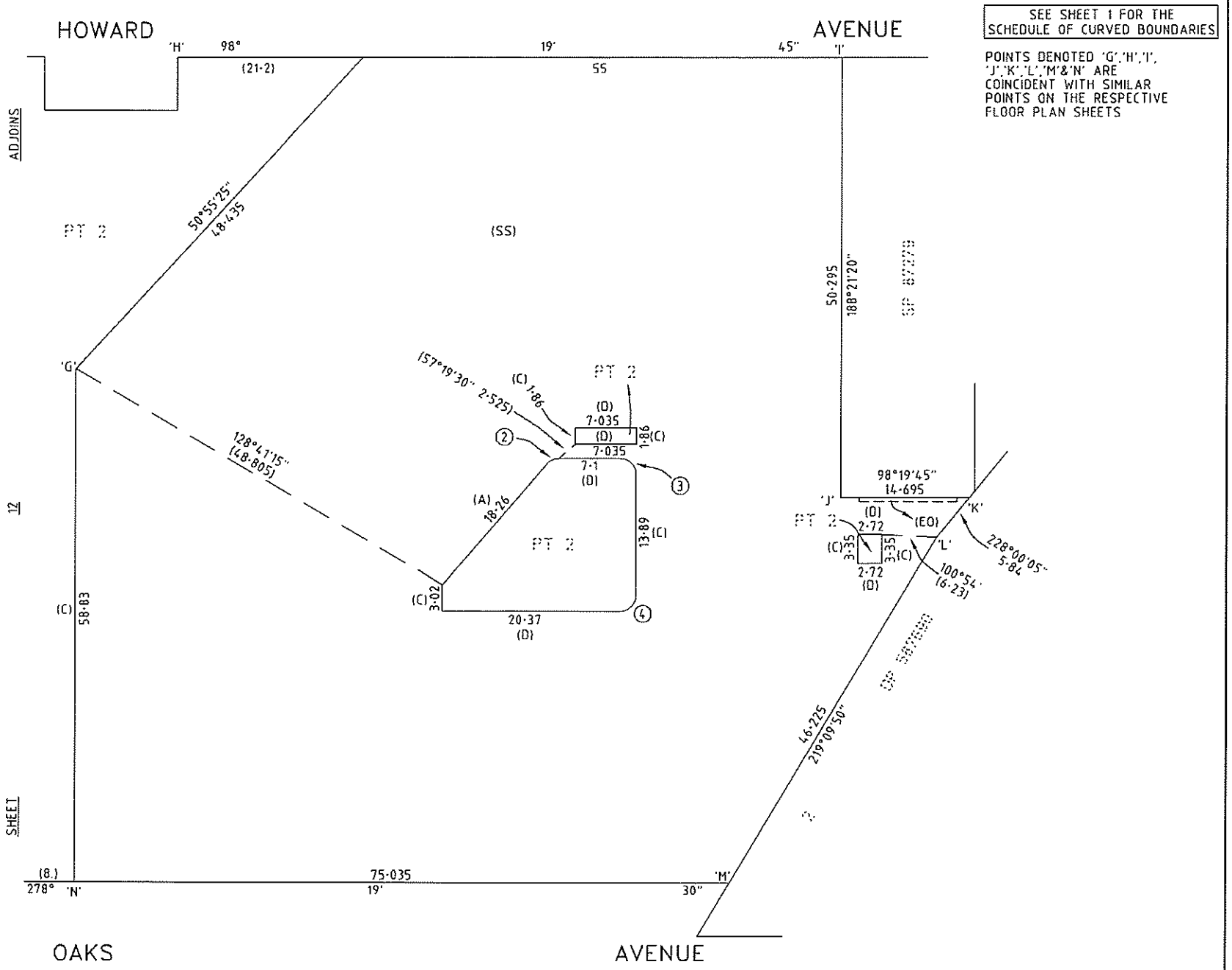
SP98140

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 2





SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

POINTS DENOTED 'G','H','I', 'J','K','L','M'&'N' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS

(A) DENOTES 49°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

(EO) EASEMENT FOR OVERHANG VARIABLE WIDTH (DP1178762)

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

Registered 20.9.2018

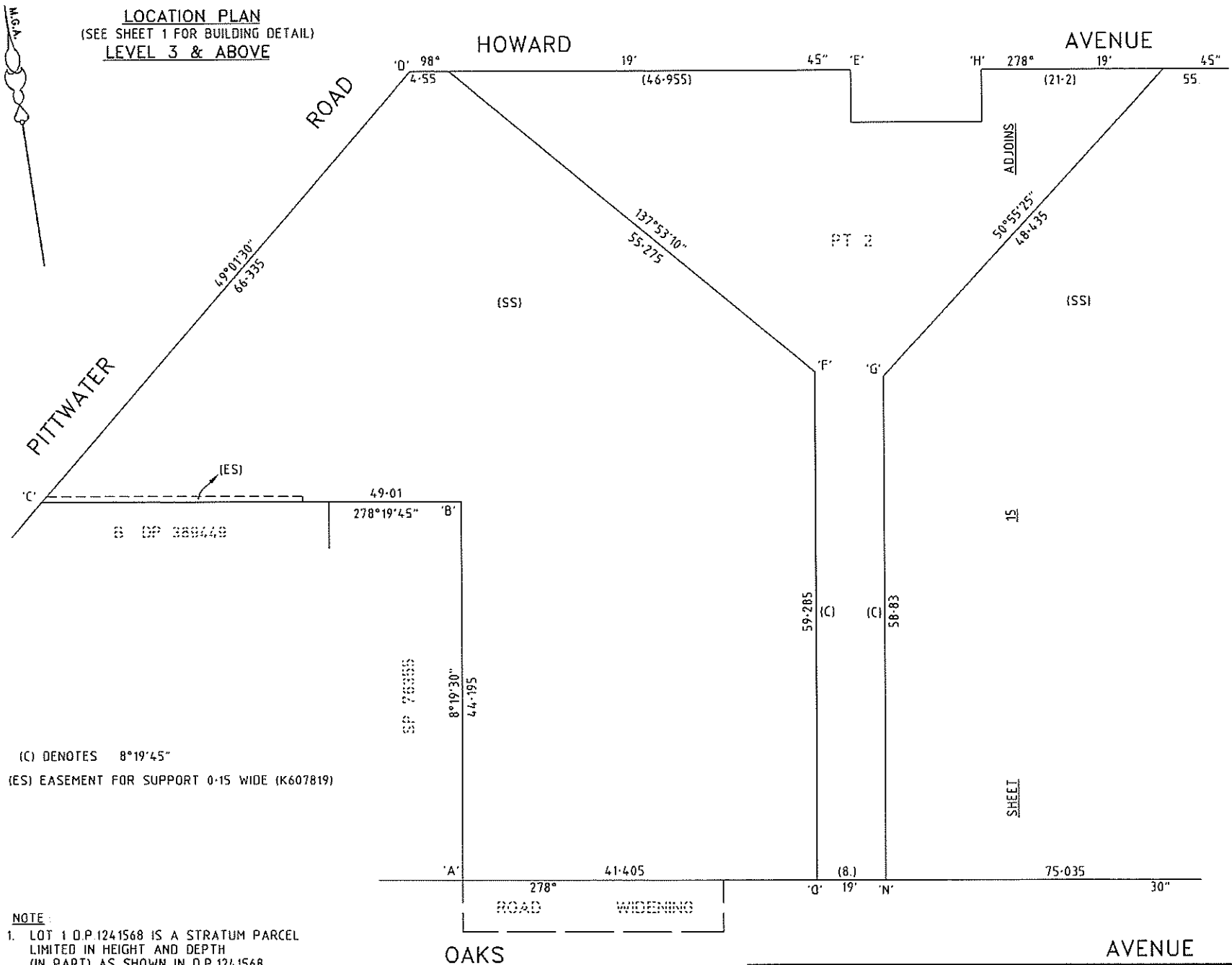
SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 3 & ABOVE

POINTS DENOTED 'A','B','C', 'D','E','F','G','H','N'&'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.



(C) DENOTES 8°19'45"

(ES) EASEMENT FOR SUPPORT 0·15 WIDE (K607819)

NOTE:

1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

Registered 20.9.2018

SP98140

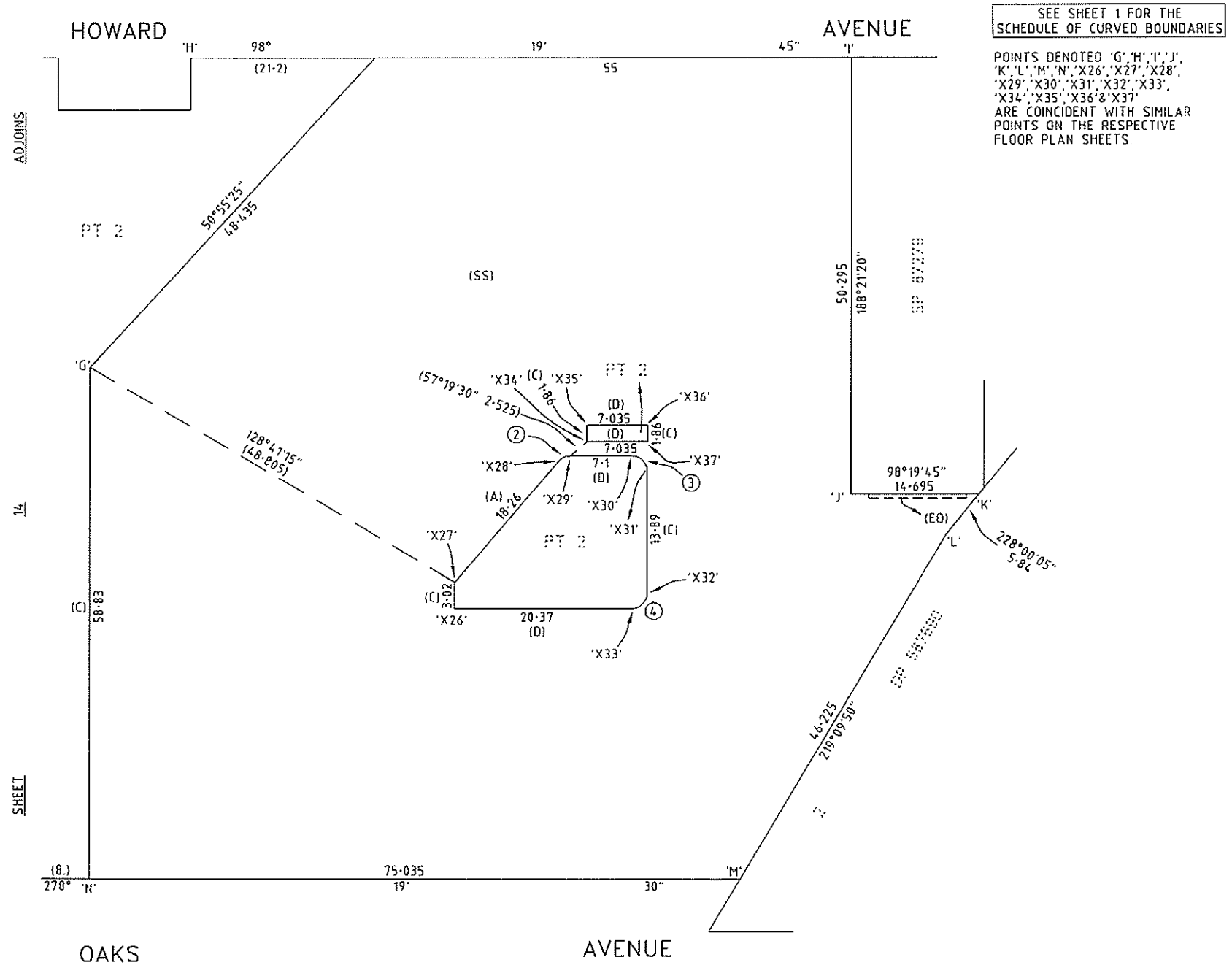
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stgl-D

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

LOCATION PLAN
(SEE SHEET 1 FOR BUILDING DETAIL)
LEVEL 3 & ABOVE

M.G.A.



SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

POINTS DENOTED 'G','H','I','J', 'K','L','M','N','X26','X27','X28', 'X29','X30','X31','X32','X33', 'X34','X35','X36'&'X37' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.

(A) DENOTES 49°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

(EO) EASEMENT FOR OVERHANG VARIABLE WIDTH (DP1178762)

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

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

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LOCATION PLAN DIAGRAMS

POINTS DENOTED 'C','D'&'D1' ARE COINCIDENT WITH SIMILAR POINTS ON THE RESPECTIVE FLOOR PLAN SHEETS.

M.G.A.

DIAGRAM BG–1
SCALE 1:200

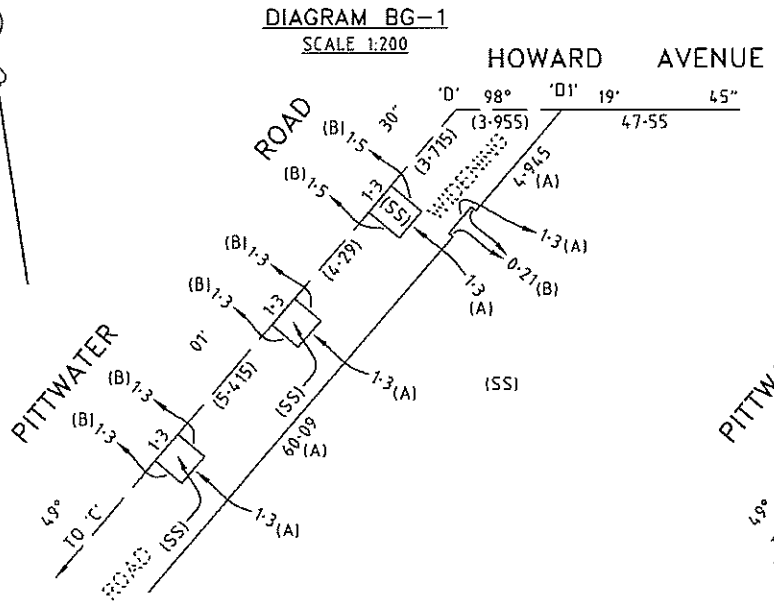


DIAGRAM BG–2
SCALE 1:200

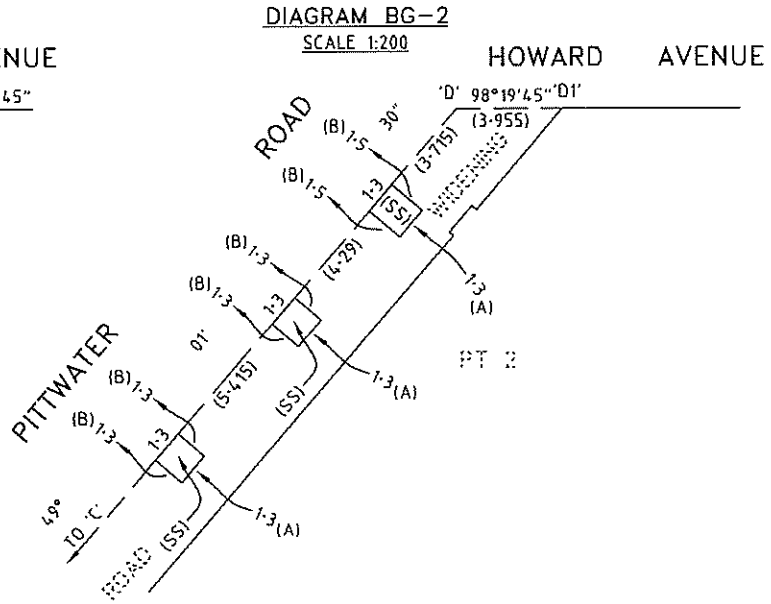
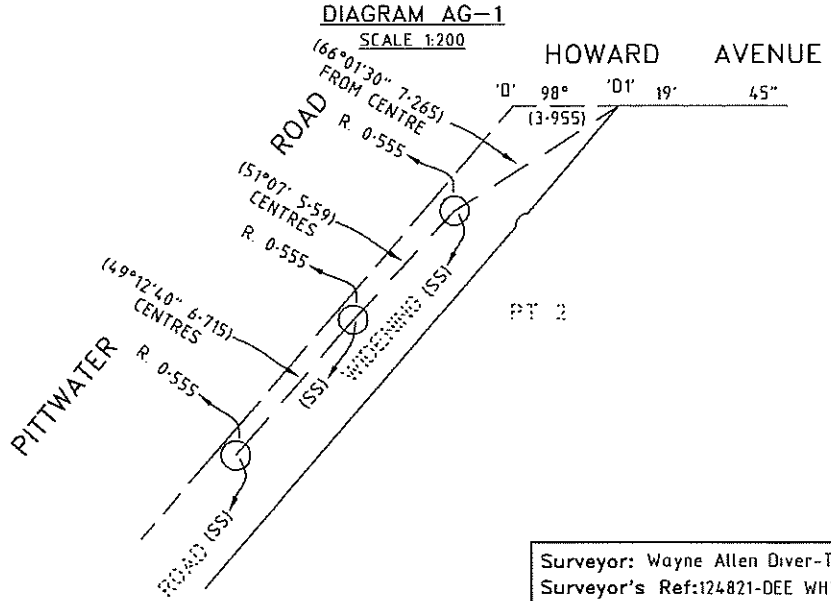
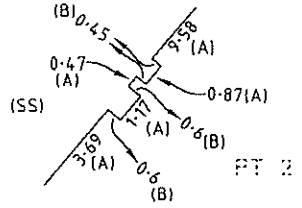


DIAGRAM AG–1
SCALE 1:200



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"

DIAGRAM GL–1
SCALE 1:200



NOTE:
1. LOT 1 D.P.1241568 IS A STRATUM PARCEL LIMITED IN HEIGHT AND DEPTH (IN PART) AS SHOWN IN D.P.1241568
2. VARIOUS EASEMENTS BURDEN THE SUBJECT LAND (SEE SHEET 46)
3. FOR RELATIONSHIP OF BUILDING ELEMENTS TO PARCEL BOUNDARIES SEE D.P.1241568
4. (SS) DENOTES LAND WITHIN THIS STRATA SCHEME

PT 2 DENOTES PT 2 D.P.1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RES)
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1: SEE SHEET

Registered 20.9.2018

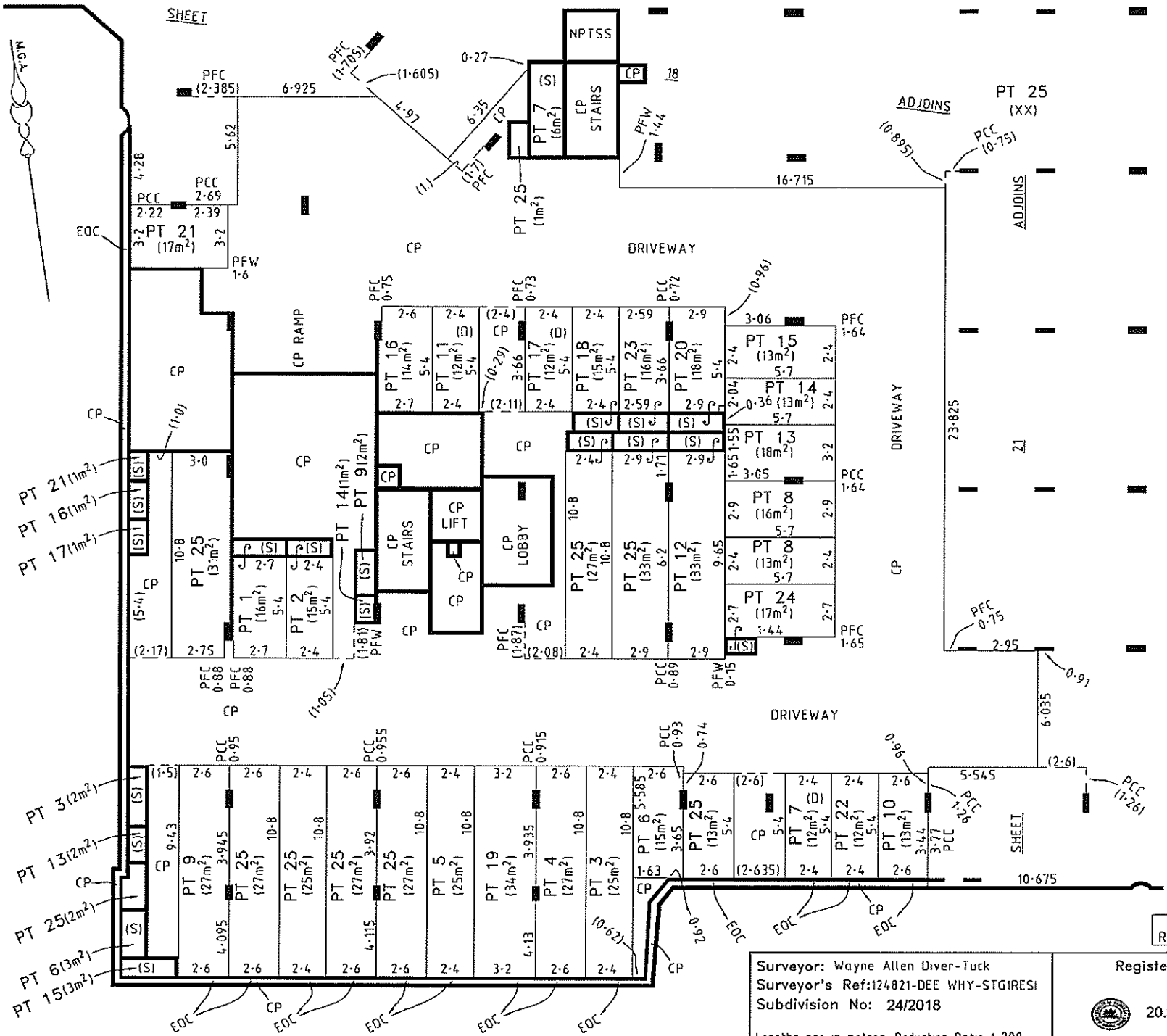
SP98140

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

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PARKING LEVEL 3



THE STRATUM OF THE STORES IS LIMITED IN HEIGHT TO 1·95 ABOVE THE UPPER SURFACE OF THEIR RESPECTIVE CONCRETE BASE EXCEPT WHERE COVERED WITHIN THIS HEIGHT LIMIT.

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

EOC DENOTES EDGE OF CONCRETE SLAB
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

DENOTES 90°
CP DENOTES COMMON PROPERTY
(D) DENOTES DISABLED PARKING
(S) DENOTES STORE

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

SEE SHEET 21 FOR HEIGHT STATEMENTS RELATING TO PT 25 DENOTED (XX) AT PARKING LEVEL 3

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1:200

Registered 20.9.2018

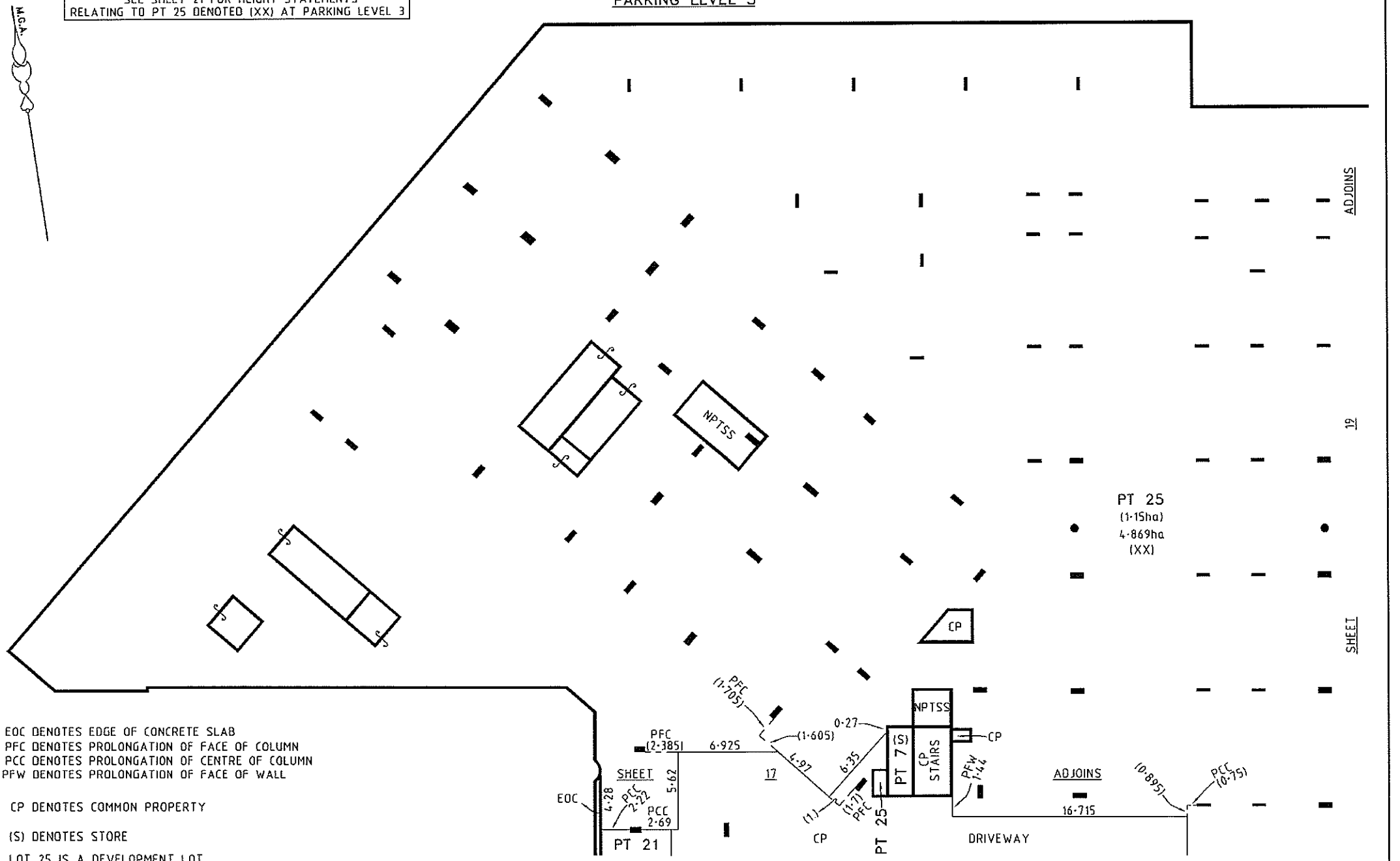
SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

SEE SHEET 21 FOR HEIGHT STATEMENTS RELATING TO PT 25 DENOTED (XX) AT PARKING LEVEL 3

PARKING LEVEL 3



EOC DENOTES EDGE OF CONCRETE SLAB
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN
PFW DENOTES PROLONGATION OF FACE OF WALL

CP DENOTES COMMON PROPERTY

(S) DENOTES STORE

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 250

Registered 20.9.2018

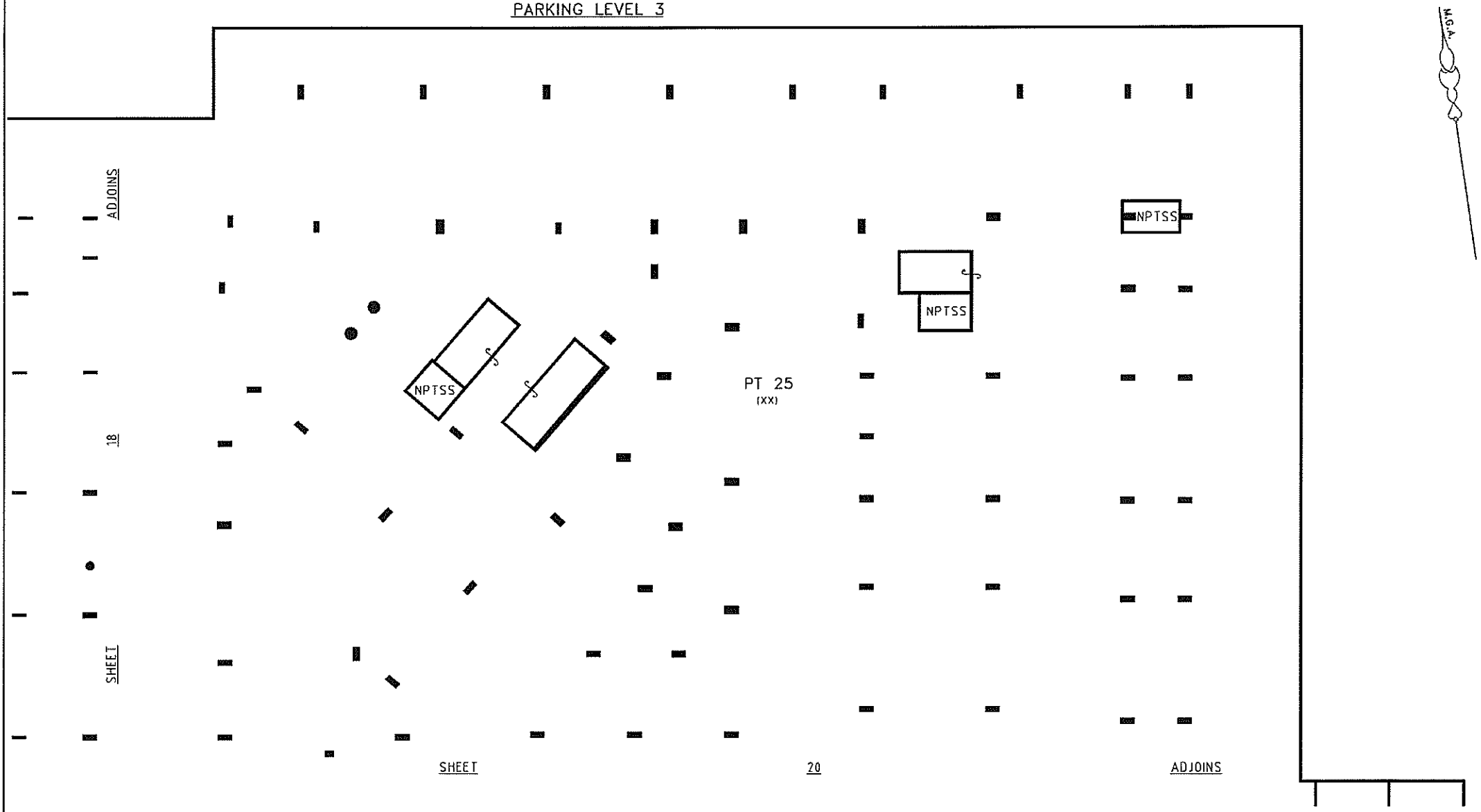
SP98140

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

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\\Dee Why-Oaks Ave\Final-Stgl-D

PARKING LEVEL 3



NPTSS DENOTES NOT PART OF THIS STRATA SCHEME
LOT 25 IS A DEVELOPMENT LOT

SEE SHEET 21 FOR HEIGHT STATEMENTS RELATING TO PT 25 DENOTED (XX) AT PARKING LEVEL 3

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 250

Registered
20.9.2018

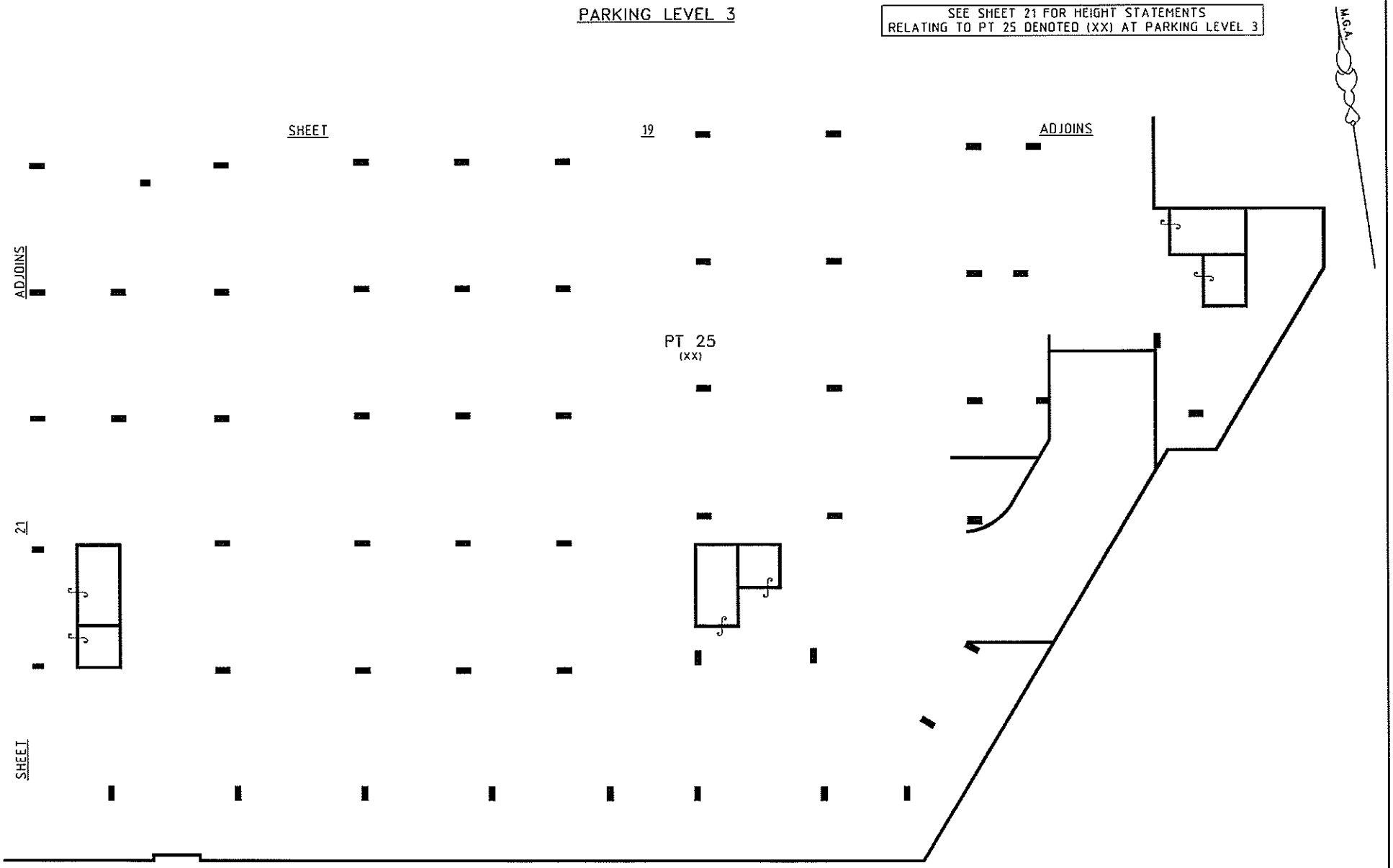
SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

PARKING LEVEL 3

SEE SHEET 21 FOR HEIGHT STATEMENTS
RELATING TO PT 25 DENOTED (XX) AT PARKING LEVEL 3



LOT 25 IS A DEVELOPMENT LOT

THE AREAS SHOWN ARE FOR THE PURPOSE OF
THE STRATA SCHEMES DEVELOPMENT ACT 2015
AND ARE APPROXIMATE ONLY.

CP DENOTES COMMON PROPERTY

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 250

Registered
20.9.2018

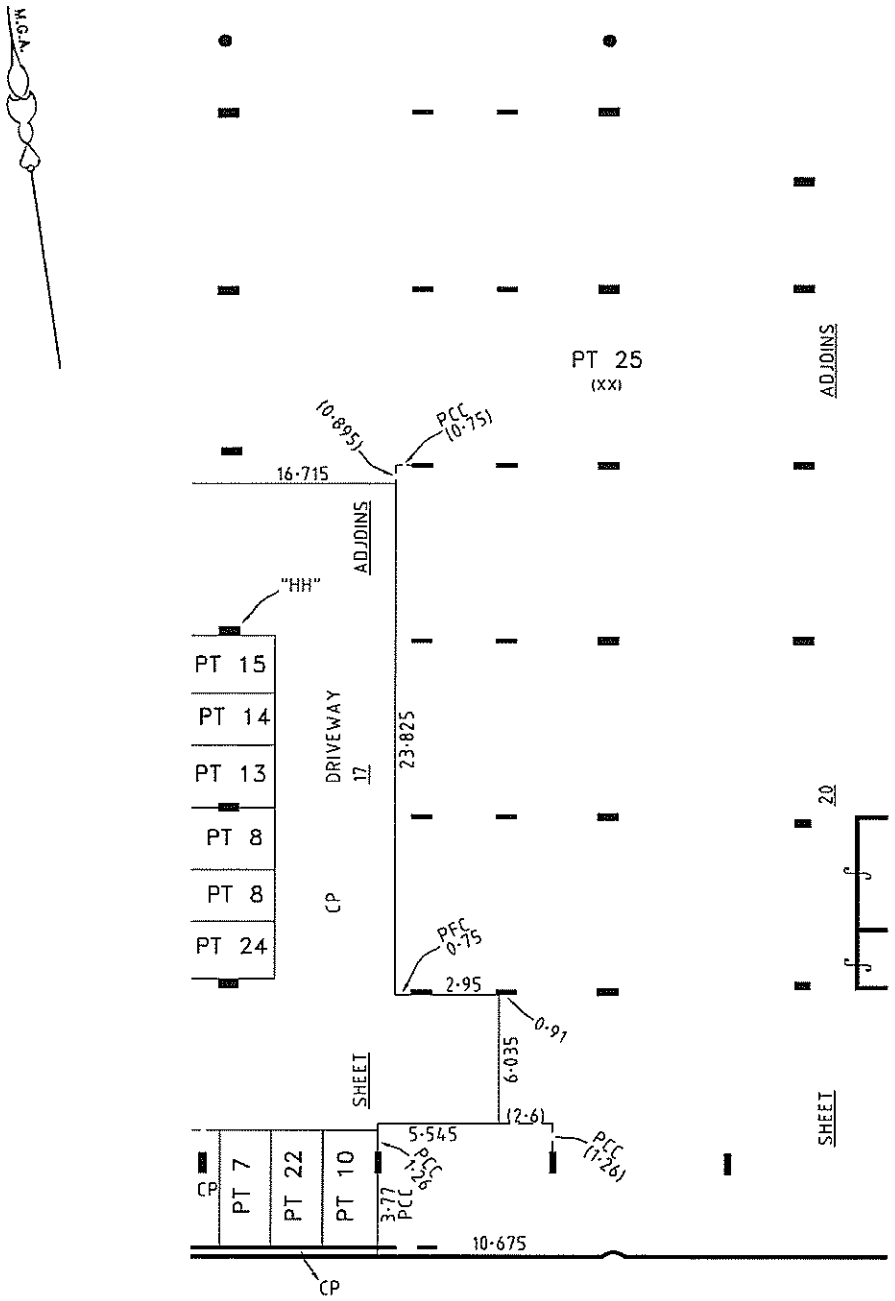
SP98140

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

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PARKING LEVEL 3



THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO 10 BELOW THE UPPER SURFACE OF THE CONCRETE SLAB AT "HH" ON THIS SHEET

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

THE CENTRE OF THE PARKING LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE PARKING LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

3. WHERE THE LAND DIRECTLY ABOVE PT 25 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

LOT 25 IS A DEVELOPMENT LOT

CP DENOTES COMMON PROPERTY
PFC DENOTES PROLONGATION OF FACE OF COLUMN
PCC DENOTES PROLONGATION OF CENTRE OF COLUMN

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

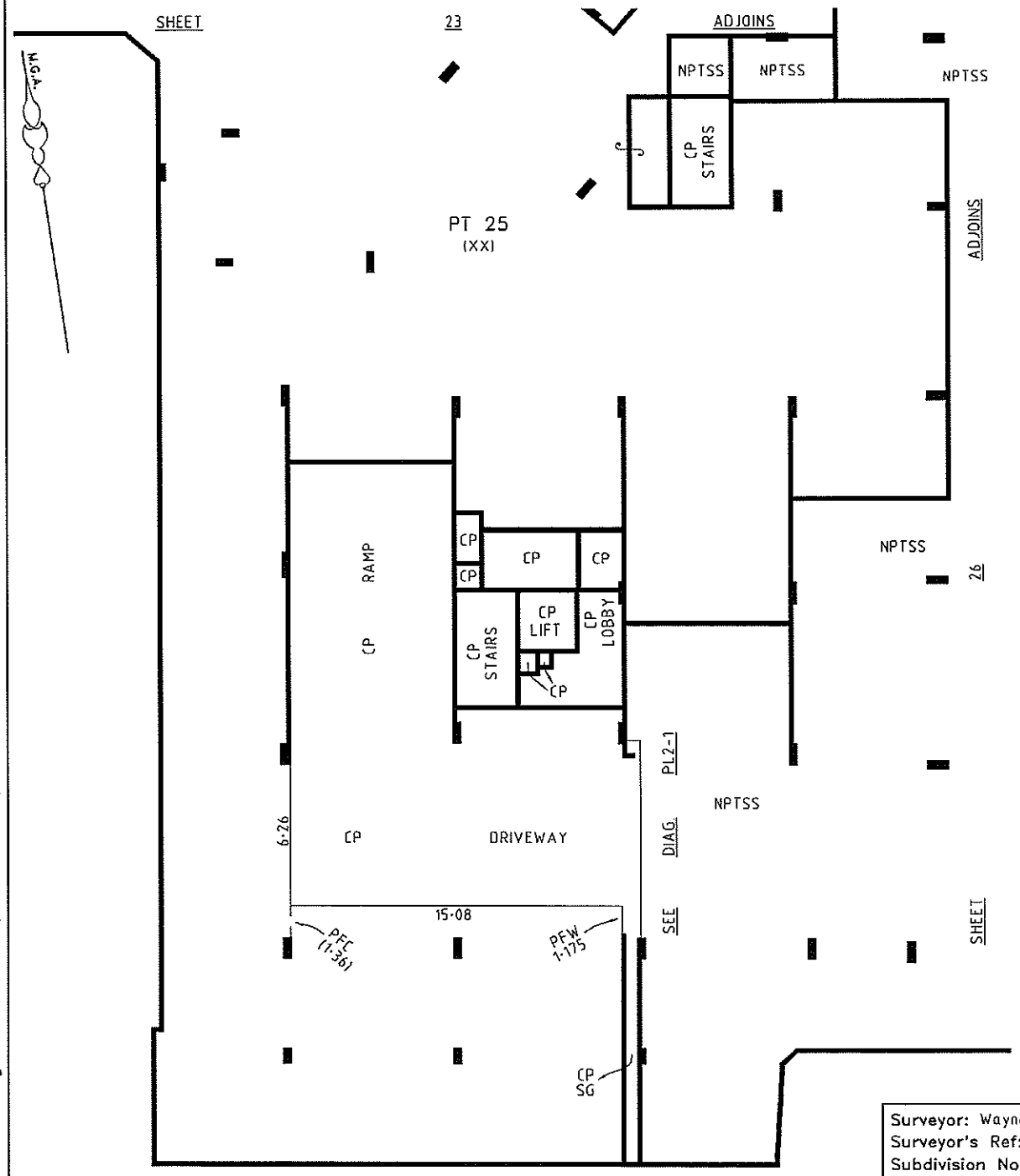
Lengths are in metres. Reduction Ratio 1: 250

Registered
20.9.2018

SP98140

Office of the Registrar-General /Src:Hazlett /Ref:Astrobf-Ann-SEO

PARKING LEVEL 2



SEE SHEET 25 FOR HEIGHT STATEMENTS RELATED TO PT 25 DENOTED (XX) AT PARKING LEVEL 2

T BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

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

CC DENOTES CONCRETE COLUMN
CP DENOTES COMMON PROPERTY
DENOTES 90°

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME
FFCW DENOTES FROM FACE OF CONCRETE WALL
SG DENOTES SLIDING GATE

EASEMENT (ESGE) IS LIMITED IN DEPTH TO THE UPPER SURFACE OF THE PARKING LEVEL 2 CONCRETE SLAB AND IS LIMITED IN HEIGHT TO 2 ABOVE THAT LOWER SURFACE.

DIAGRAM PL2–1A
NOT TO SCALE

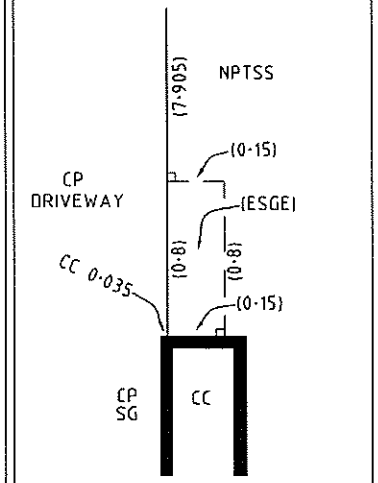
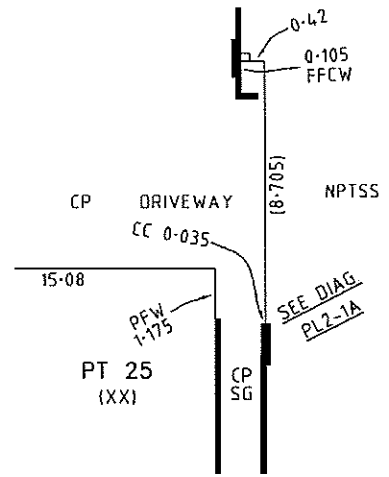


DIAGRAM PL2–1
NOT TO SCALE



(ESGE) EASEMENT FOR SLIDING GATE EQUIPMENT 0·15 WIDE

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 200

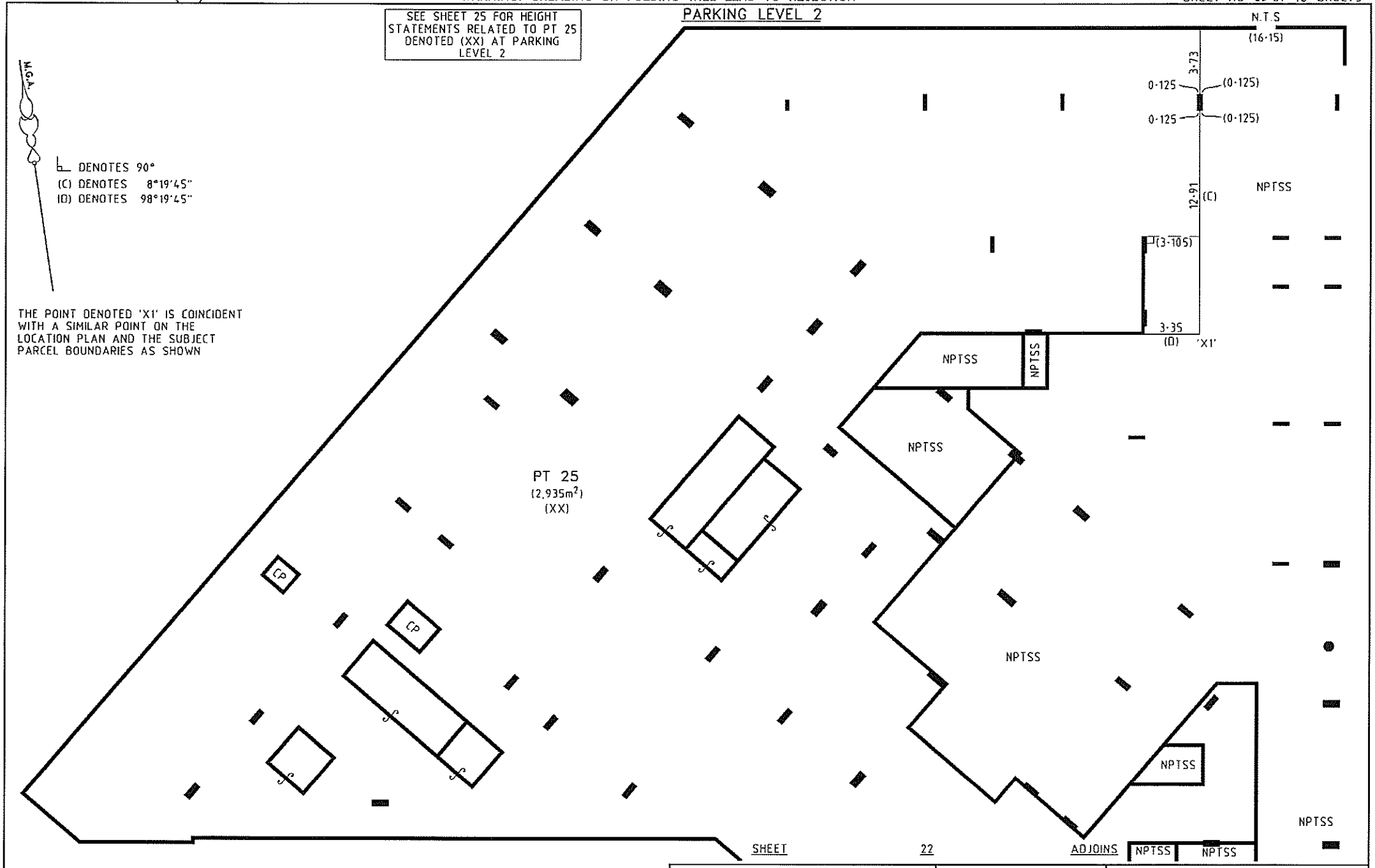
Registered 20.9.2018

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Office of the Registrar-General /Src:Hazlett /Ref:Astrobz-Ann-SEO

SEE SHEET 25 FOR HEIGHT STATEMENTS RELATED TO PT 25 DENOTED (XX) AT PARKING LEVEL 2

PARKING LEVEL 2



MGA

DENOTES 90°
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

THE POINT DENOTED 'X1' IS COINCIDENT WITH A SIMILAR POINT ON THE LOCATION PLAN AND THE SUBJECT PARCEL BOUNDARIES AS SHOWN

CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:200

Registered
20.9.2018

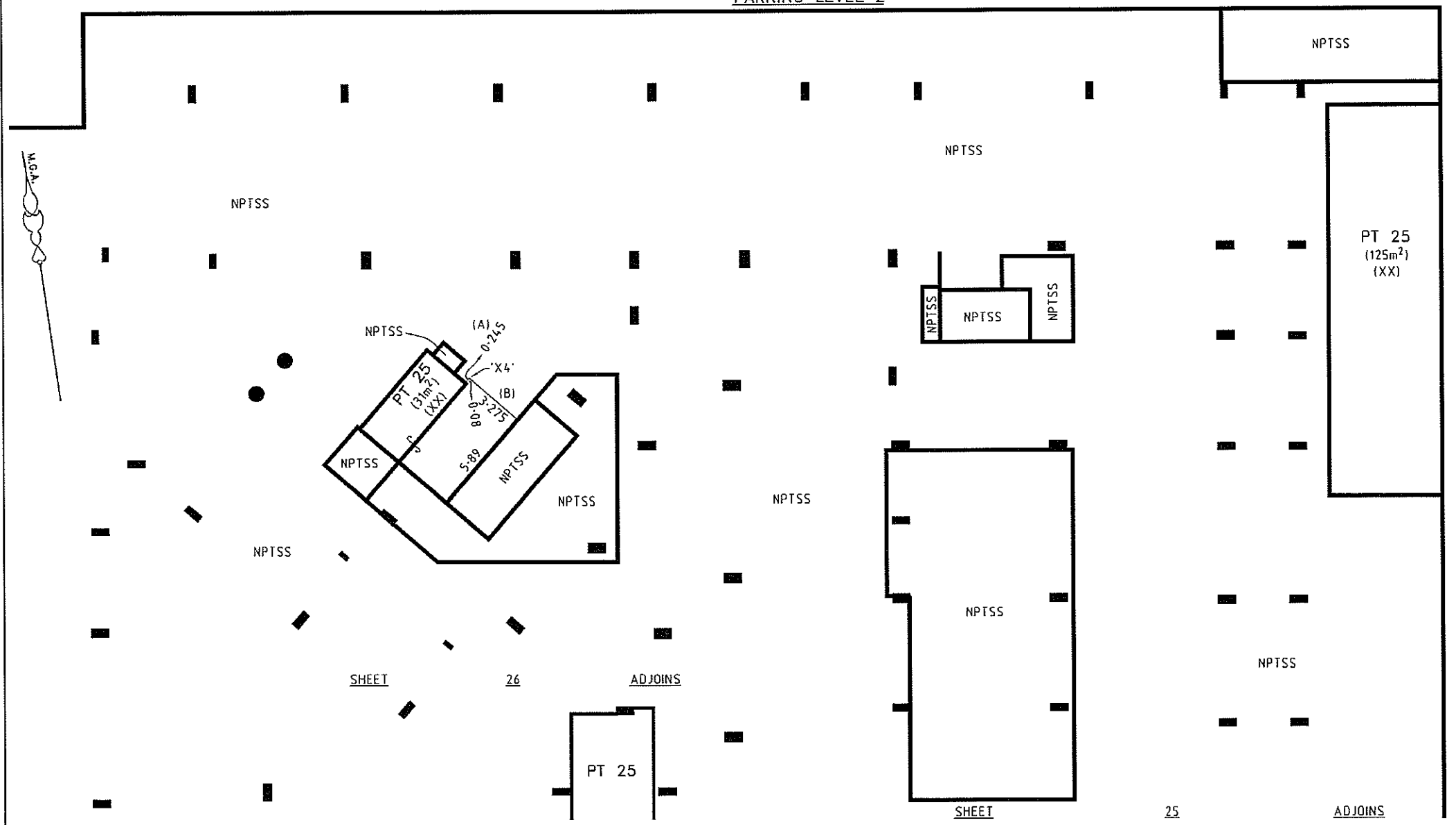
SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

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PARKING LEVEL 2



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"

THE POINT DENOTED 'X4' IS COINCIDENT WITH A SIMILAR POINT ON THE LOCATION PLAN AND THE SUBJECT PARCEL BOUNDARIES AS SHOWN.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

SEE SHEET 25 FOR HEIGHT STATEMENTS RELATED TO PT 25 DENOTED (XX) AT PARKING LEVEL 2

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:200

Registered
20.9.2018

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

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Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

THE CENTRE OF THE PARKING LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE PARKING LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

3. WHERE THE LAND DIRECTLY ABOVE PT 25 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

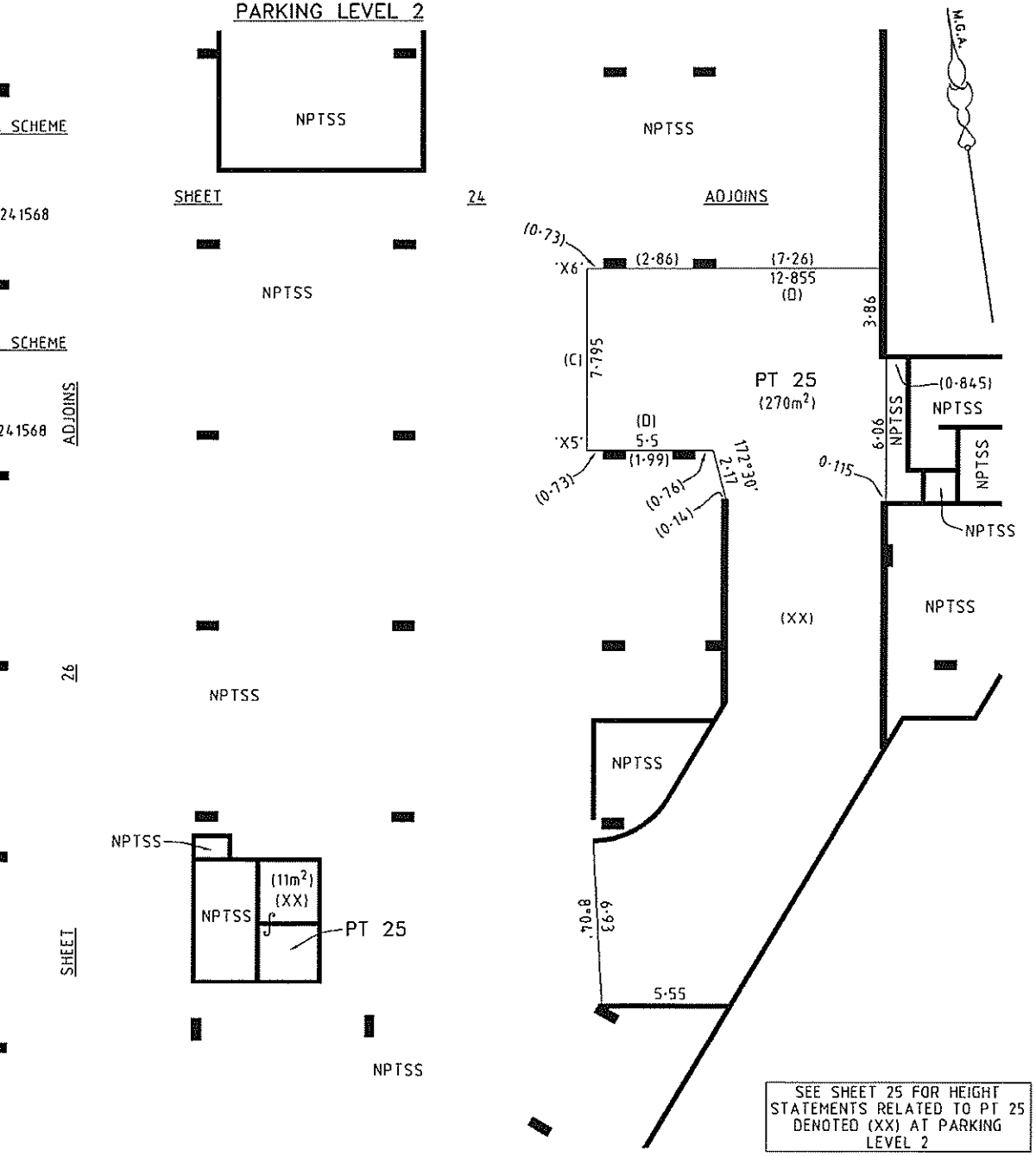
POINTS DENOTED 'X5' & 'X6' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT PARCEL BOUNDARIES AS SHOWN.

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1:200

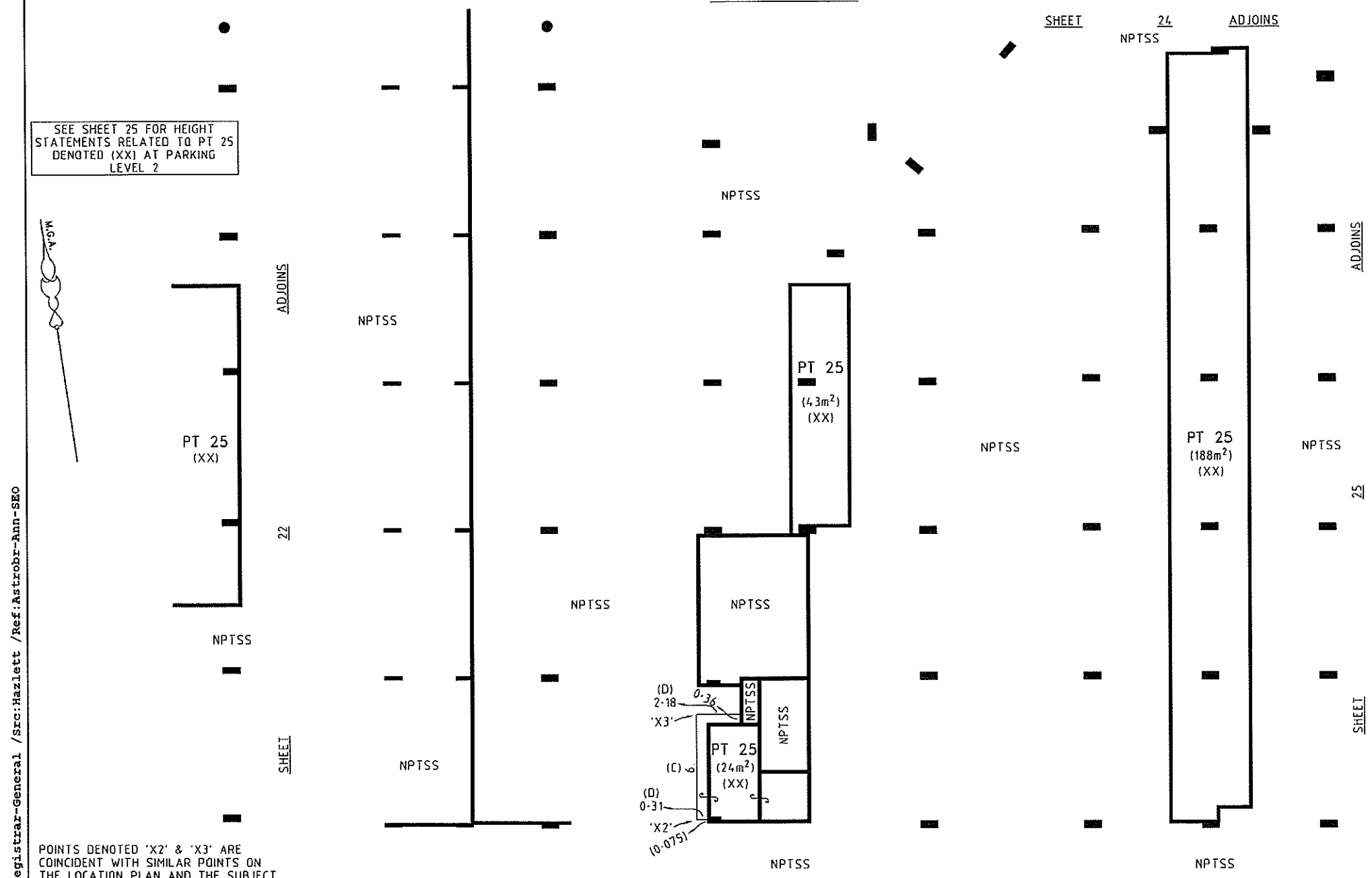
Registered 20.9.2018

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

PARKING LEVEL 2



POINTS DENOTED 'X2' & 'X3' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT PARCEL BOUNDARIES AS SHOWN.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered 20.9.2018

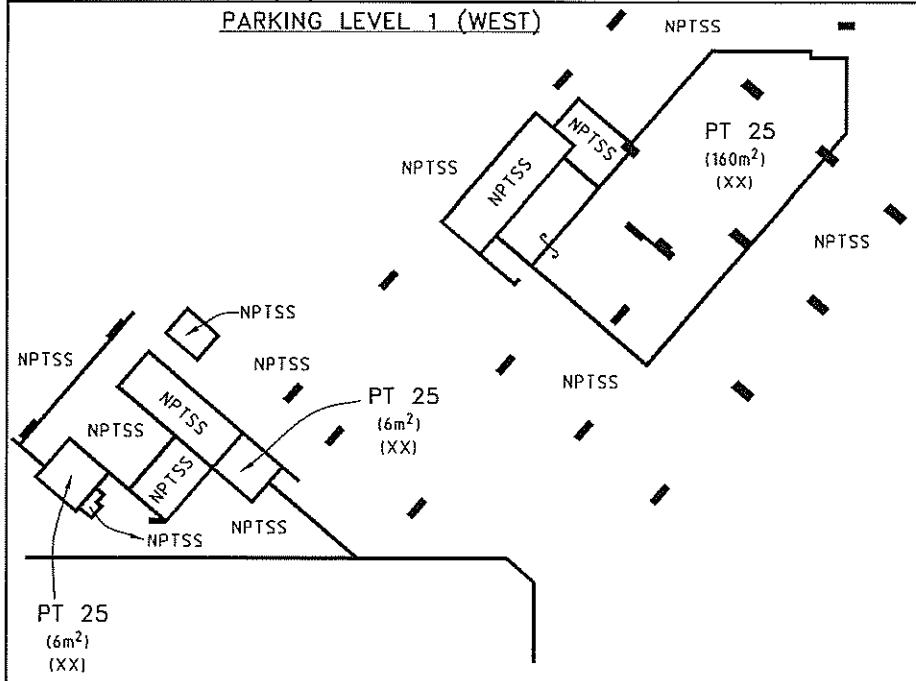
SP98140

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrobz-Ann-SEO

\\Dee Why-Oaks Ave\Final-Stgl-D

PARKING LEVEL 1 (WEST)



M.G.A.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 25 IS NOT IN THIS STRATA SCHEME

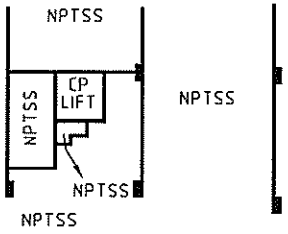
THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

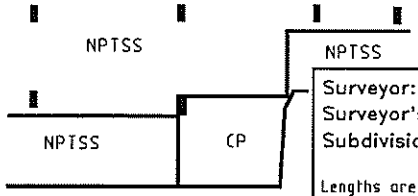
CP DENOTES COMMON PROPERTY

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY





Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1:300

Registered

20.9.2018

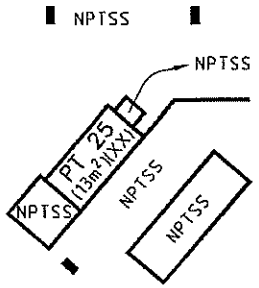
SP98140

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

\\Dee Why-Oaks Ave\Final-Stgl-D

PARKING LEVEL 1 (EAST)

M.G.A.



THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE GROUND LEVEL CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

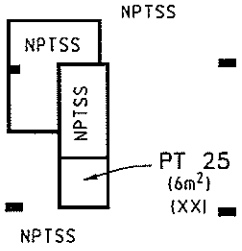
3. WHERE THE LAND DIRECTLY ABOVE PT 25 IS NOT IN THIS STRATA SCHEME

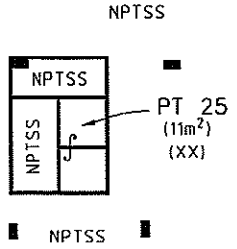
THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.





Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 300

Registered

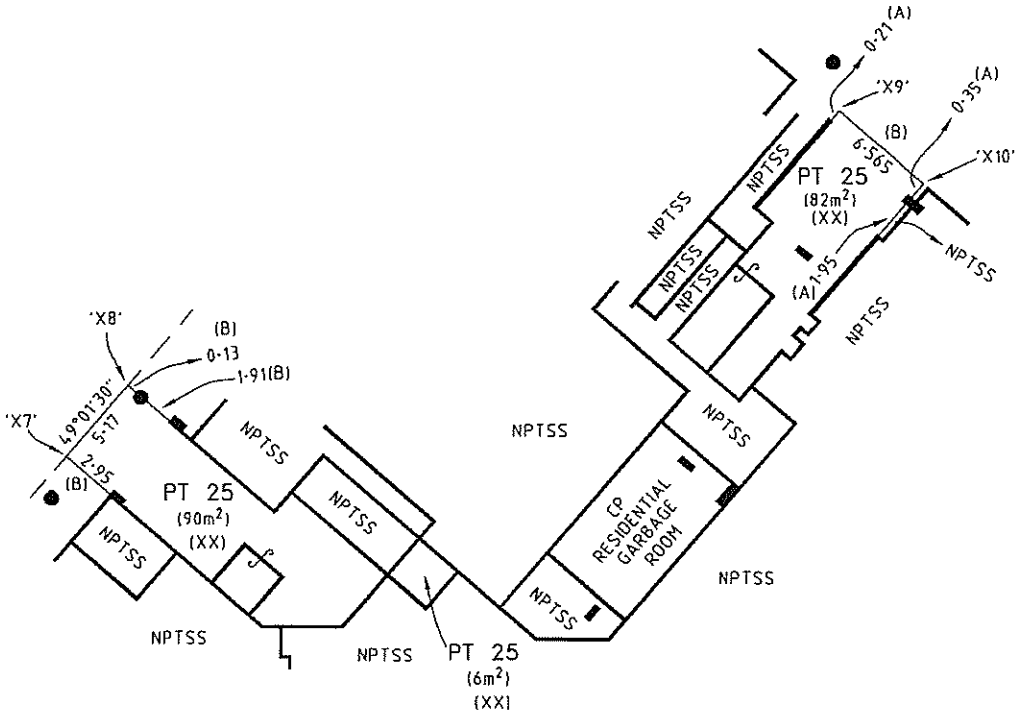
20.9.2018

SP98140

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

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

GROUND LEVEL (WEST)



THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO -

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO -

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 25 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

M.G.A.

POINTS DENOTED 'X7','X8','X9 & 'X10' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

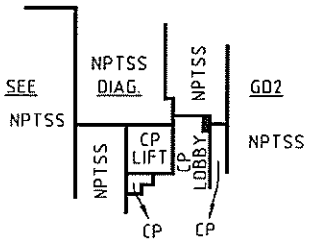
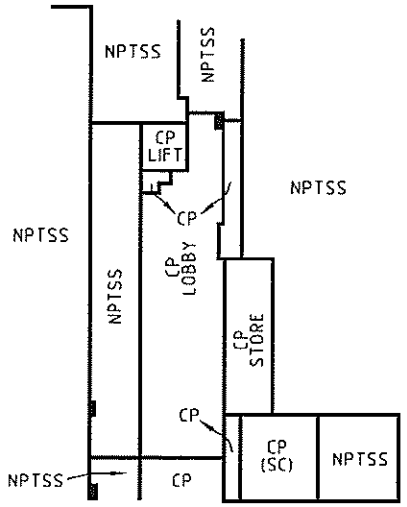


DIAGRAM GD2

(SHOWING THE LOCATION OF THE BUILDING 'D' LOBBY)



(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"

(SC) DENOTES SUBSTATION CHAMBER
CP DENOTES COMMON PROPERTY

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 300

Registered 20.9.2018

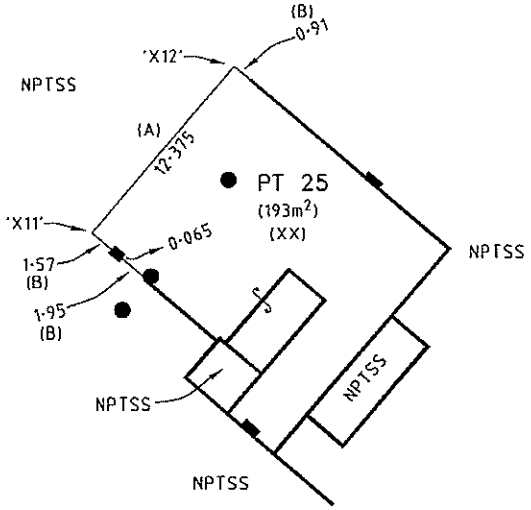
SP98140

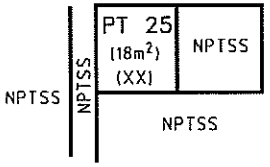
10 20 30 40 50 Table of mm 90 100 110 120 130 140

Office of the Registrar-General /Src:Hazlett /Rgt:Astrobr-Ann-SEO

\\Dee Why-Oaks Ave\Final-Stg1-D

GROUND LEVEL (EAST)







THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

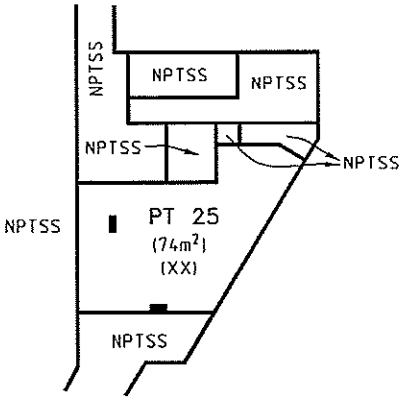
THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 25 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.



POINTS DENOTED 'X11' & 'X12' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

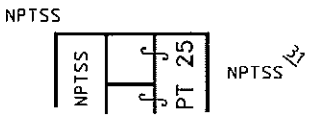
(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

SEE SHEET 32



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 300

Registered 20.9.2018

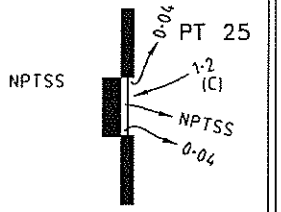
SP98140

Office of the Registrar-General /Src:Hazlett /Ref:Astrobz-Ann-SEO

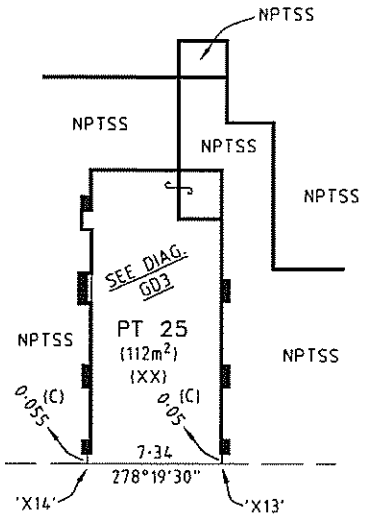
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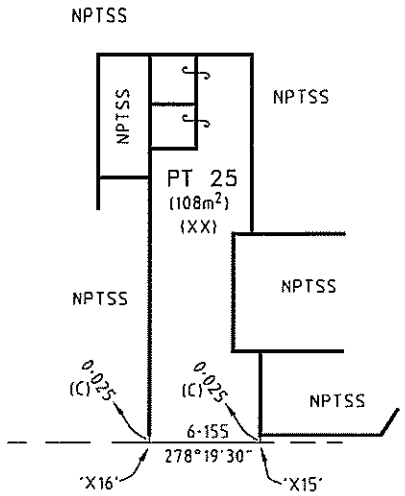
DIAGRAM GD3

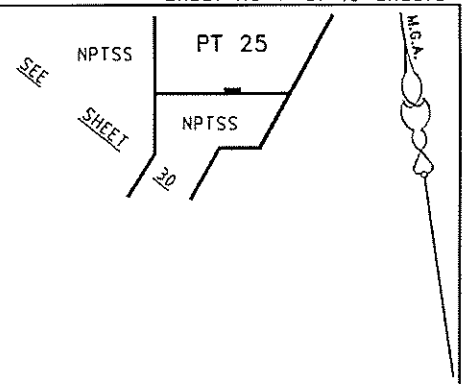
NOT TO SCALE



GROUND LEVEL (EAST)







THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO -

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO -

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE LEVEL 1 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY ABOVE PT 25 IS NOT IN THIS STRATA SCHEME

THE UPPER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

POINTS DENOTED 'X13','X14','X15 & 'X16' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

(C) DENOTES 8°19'45"

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

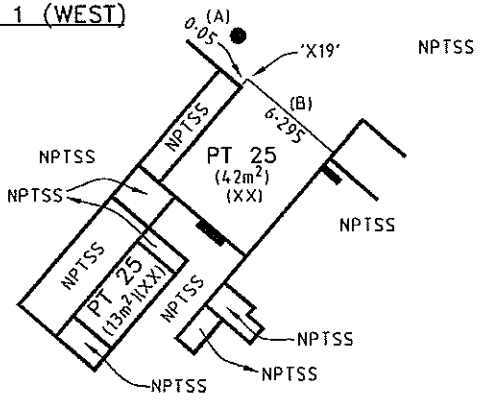
Lengths are in metres. Reduction Ratio 1: 300

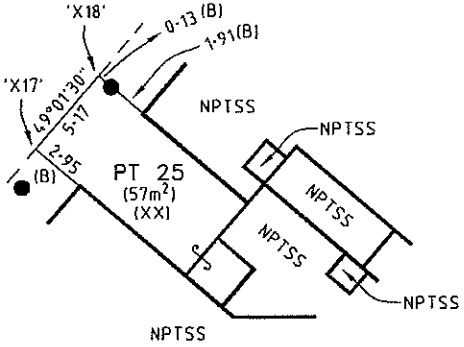
Registered 20.9.2018

SP98140

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

LEVEL 1 (WEST)







THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

POINTS DENOTED 'X17','X18', & 'X19' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

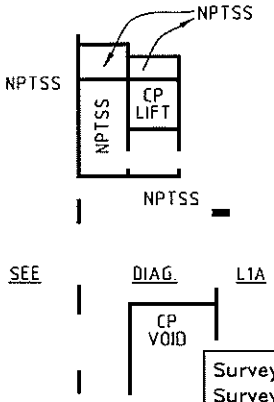
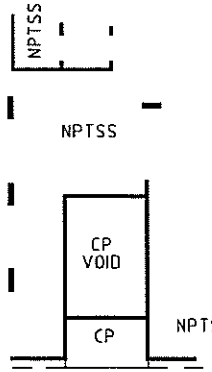


DIAGRAM L1A



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 300

Registered 20.9.2018

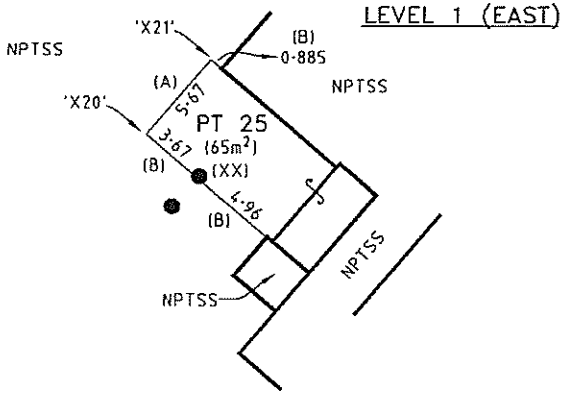
SP98140

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

\\Dee Why-Oaks Ave\Final-Stg1-D

LEVEL 1 (EAST)



THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 2 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

M.G.A.

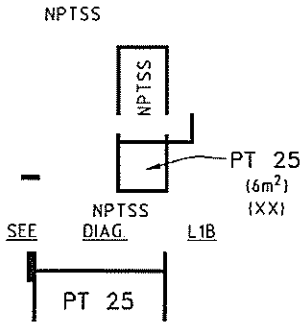
POINTS DENOTED 'X20','X21','X22','X23', 'X24' & 'X25' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"

LOT 25 IS A DEVELOPMENT LOT

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY



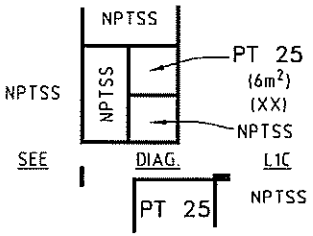


DIAGRAM L1B

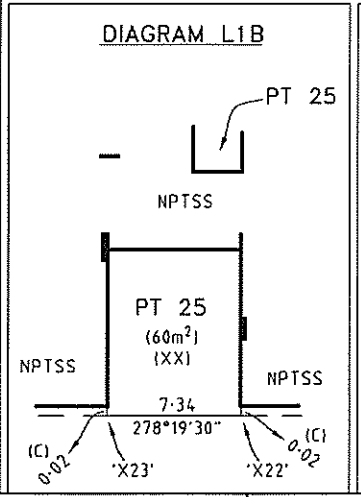
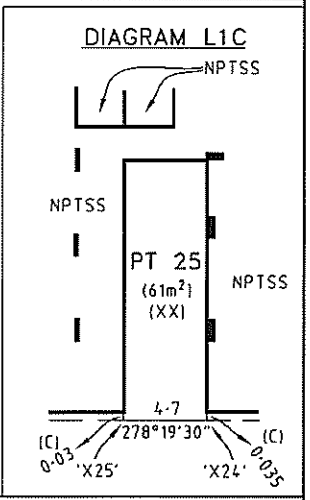


DIAGRAM L1C



Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1:300

Registered 20.9.2018

SP98140

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

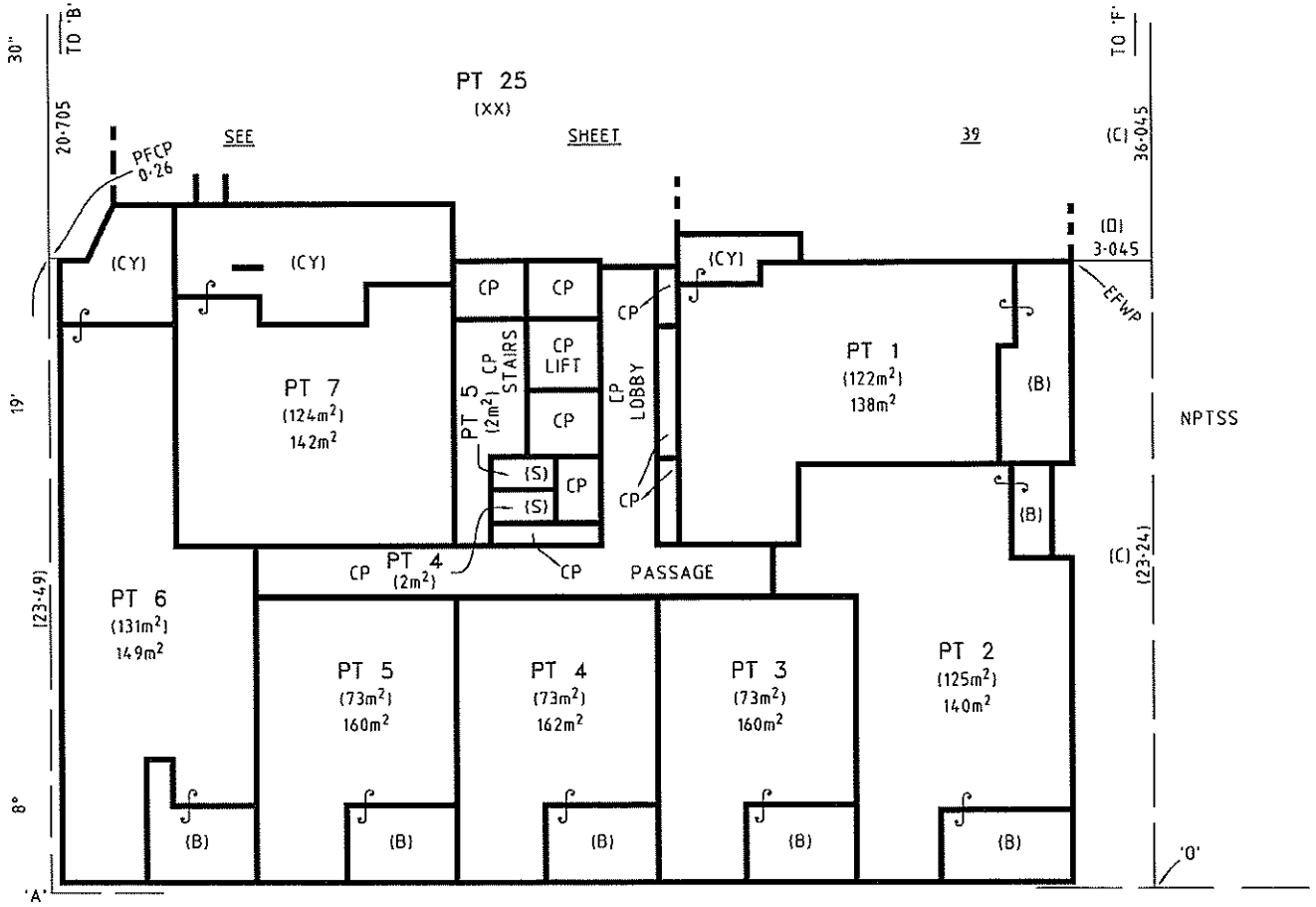
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

MGA

BUILDING 'D'
LEVEL 2

SEE SHEET 39 FOR HEIGHT STATEMENTS RELATING TO PT 25 DENOTED (XX) AT LEVEL 2

POINTS DENOTED 'A','B','F' & 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.



NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

EFWP DENOTES EASTERN FACE OF WALL ON PROLONGATION OF SOUTH FACE OF WALL
PFCP DENOTES PROLONGATION OF FACE OF CONCRETE PANEL
(CY) DENOTES COURTYARD
(B) DENOTES BALCONY
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT

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

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:200

Registered
20.9.2018

SP98140

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

\\Dee Why-Oaks Ave\Final-Stgl-D

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

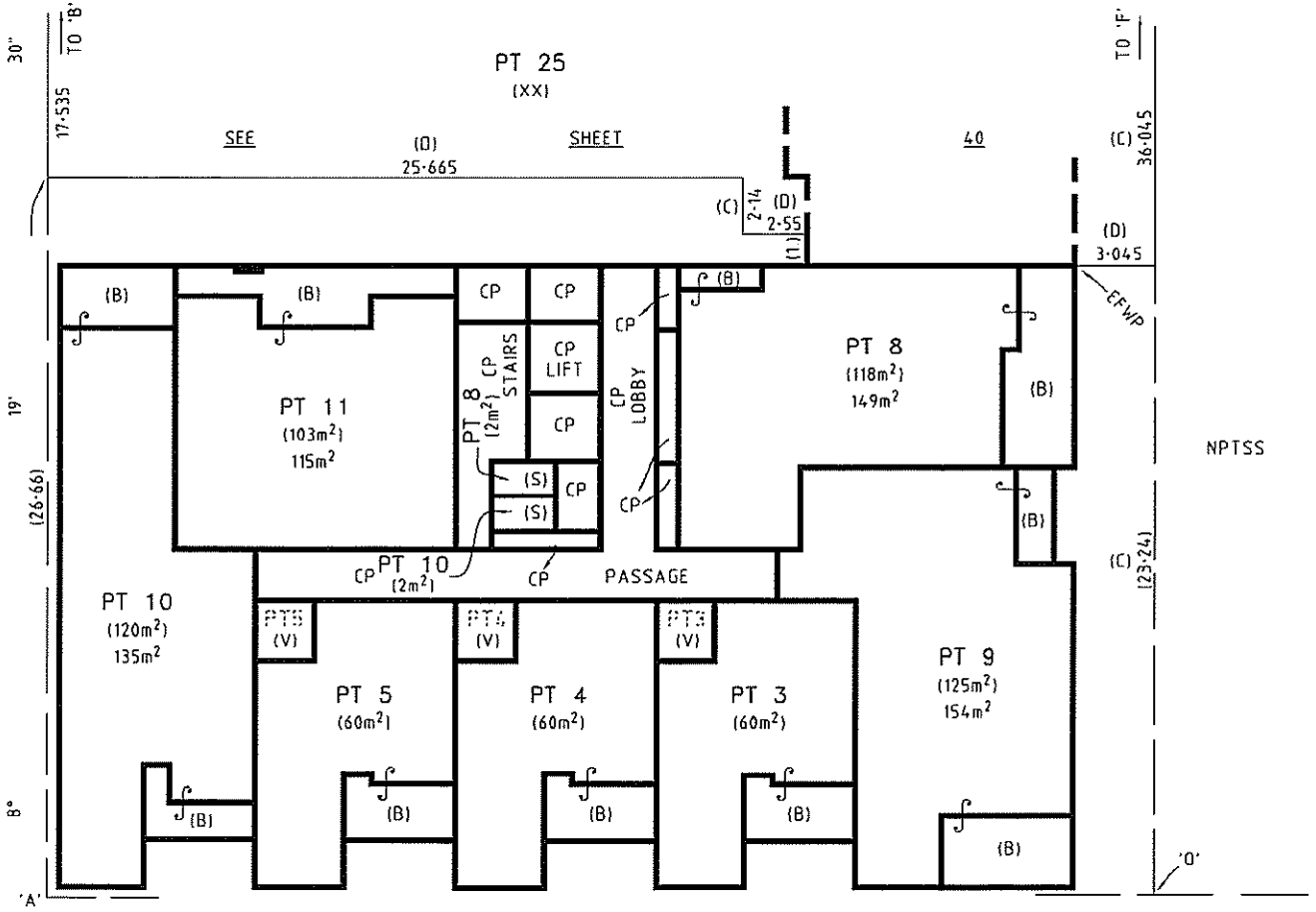
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

M.G.A.

BUILDING 'D'
LEVEL 3

SEE SHEET 40 FOR HEIGHT STATEMENTS RELATING TO PT 25 DENOTED (XX) AT LEVEL 3

POINTS DENOTED 'A','B','F' & 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.



EFWP DENOTES EASTERN FACE OF WALL ON PROLONGATION OF SOUTH FACE OF WALL
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

(V) DENOTES VOID (STAIRS)
(B) DENOTES BALCONY (COVERED)
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT

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

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1: 200

Registered
20.9.2018

SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

Office of the Registrar-General /Src:nazlett /Rel:AS2000-Ann-SEO

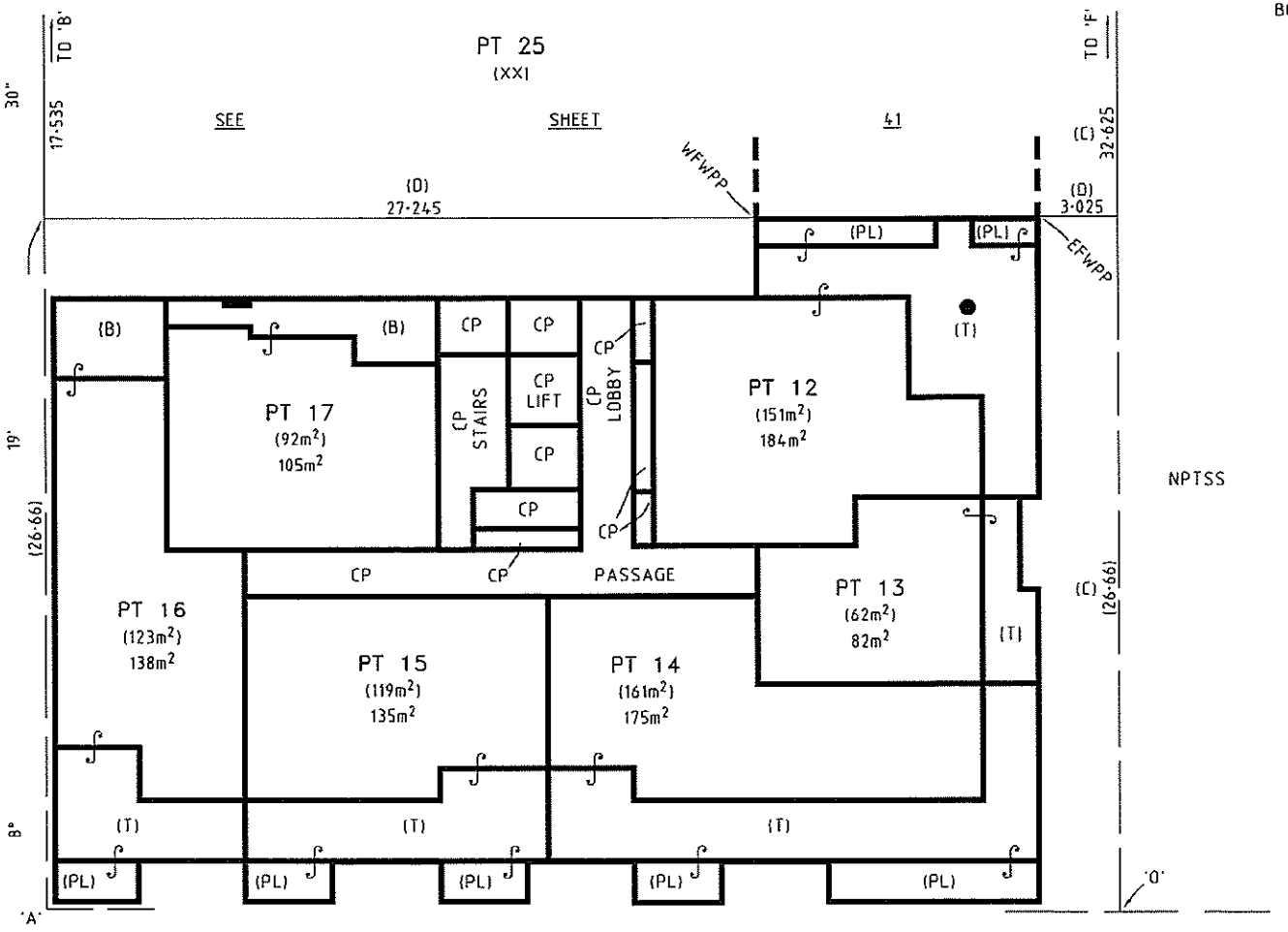
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

M.S.A.

BUILDING 'D'
LEVEL 4

SEE SHEET 41 FOR HEIGHT STATEMENTS RELATING TO PT 25 DENOTED (XX) AT LEVEL 4

POINTS DENOTED 'A','B','F' & 'G' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.



EFWPP DENOTES EASTERN FACE OF WALL ON PROLONGATION OF NORTH FACE OF PLANTER WALL

WFWPP DENOTES WESTERN FACE OF WALL ON PROLONGATION OF NORTH FACE OF PLANTER WALL

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT

THE STRATUM OF THE TERRACES AND PLANTERS 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: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1: 200

Registered
20.9.2018

SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

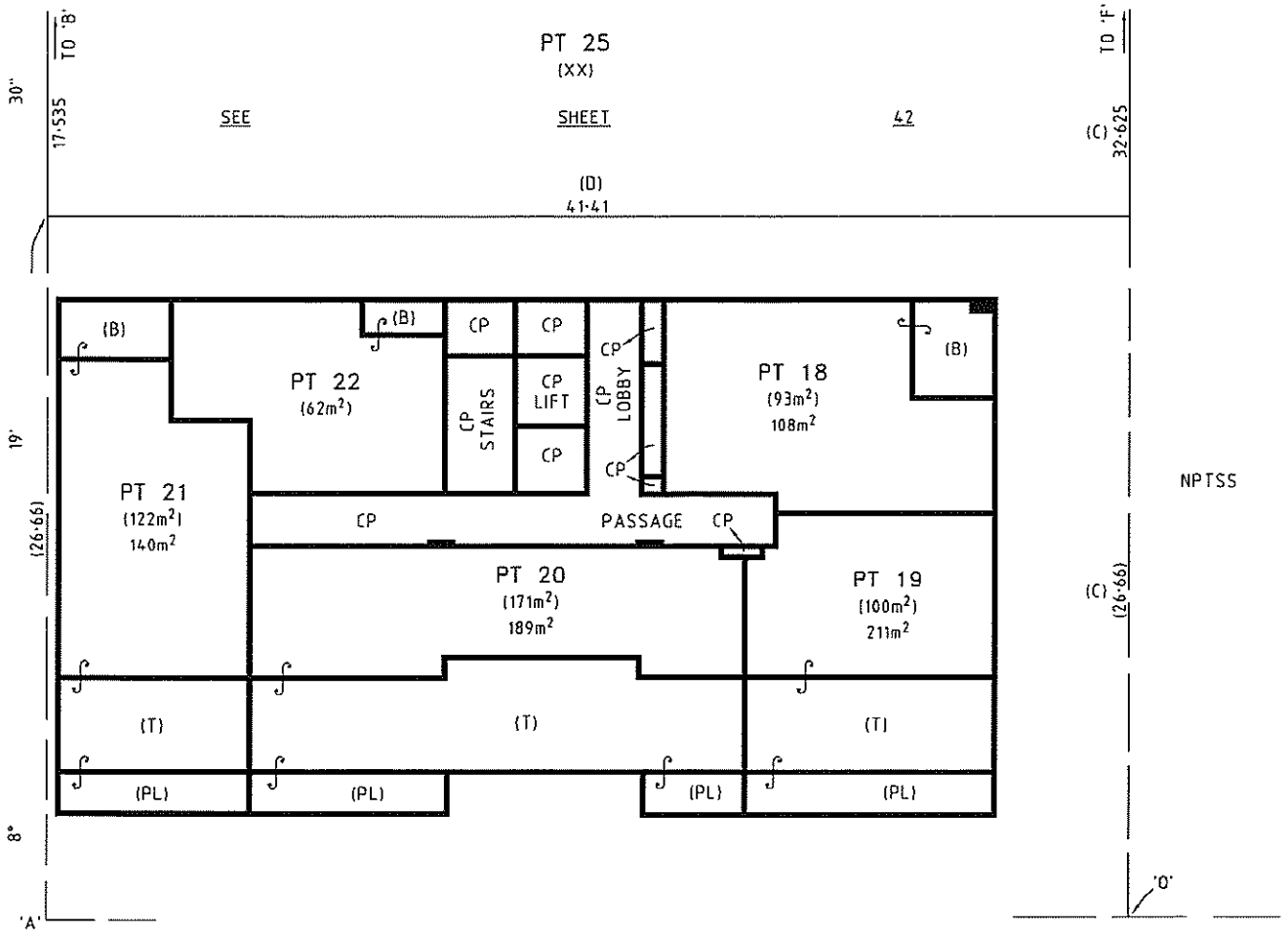
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

M.G.A.

BUILDING 'D'
LEVEL 5

SEE SHEET 42 FOR HEIGHT STATEMENTS RELATING TO PT 25 DENOTED (XX) AT LEVEL 5

POINTS DENOTED 'A','B','F' & 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.



NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

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

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

LOT 25 IS A DEVELOPMENT LOT

THE STRATUM OF THE TERRACES AND PLANTERS 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: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:200

Registered
20.9.2018

SP98140

Office of the Registrar-General /Src:MAIREC /Rel:A3TROOF-ANN-SEO

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

\\Dee Why-Oaks Ave\Final-Stg1-D

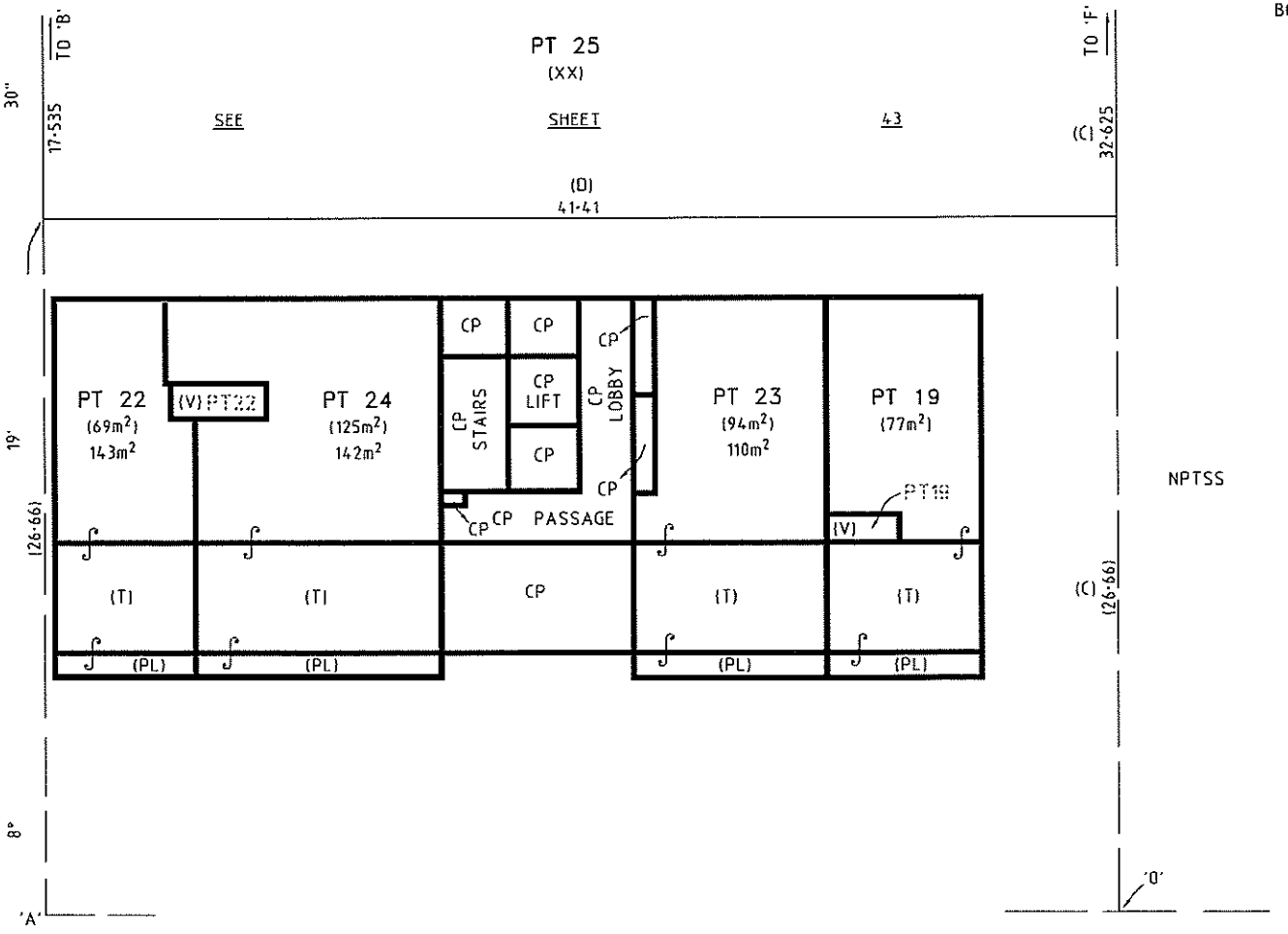
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

M.G.A.

BUILDING 'D'
LEVEL 6

SEE SHEET 43 FOR HEIGHT STATEMENTS RELATING TO PT 25 DENOTED (XX) AT LEVEL 6

POINTS DENOTED 'A','B','F' & 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.



NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

(V) DENOTES VOID (STAIRS)
(PL) DENOTES PLANTER
(T) DENOTES TERRACE
CP DENOTES COMMON PROPERTY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT

THE STRATUM OF THE TERRACES AND PLANTERS 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 TERRACES IS NOT COMMON PROPERTY AND FORMS PART OF THE RESPECTIVE LOT.

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RES1
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1: 200

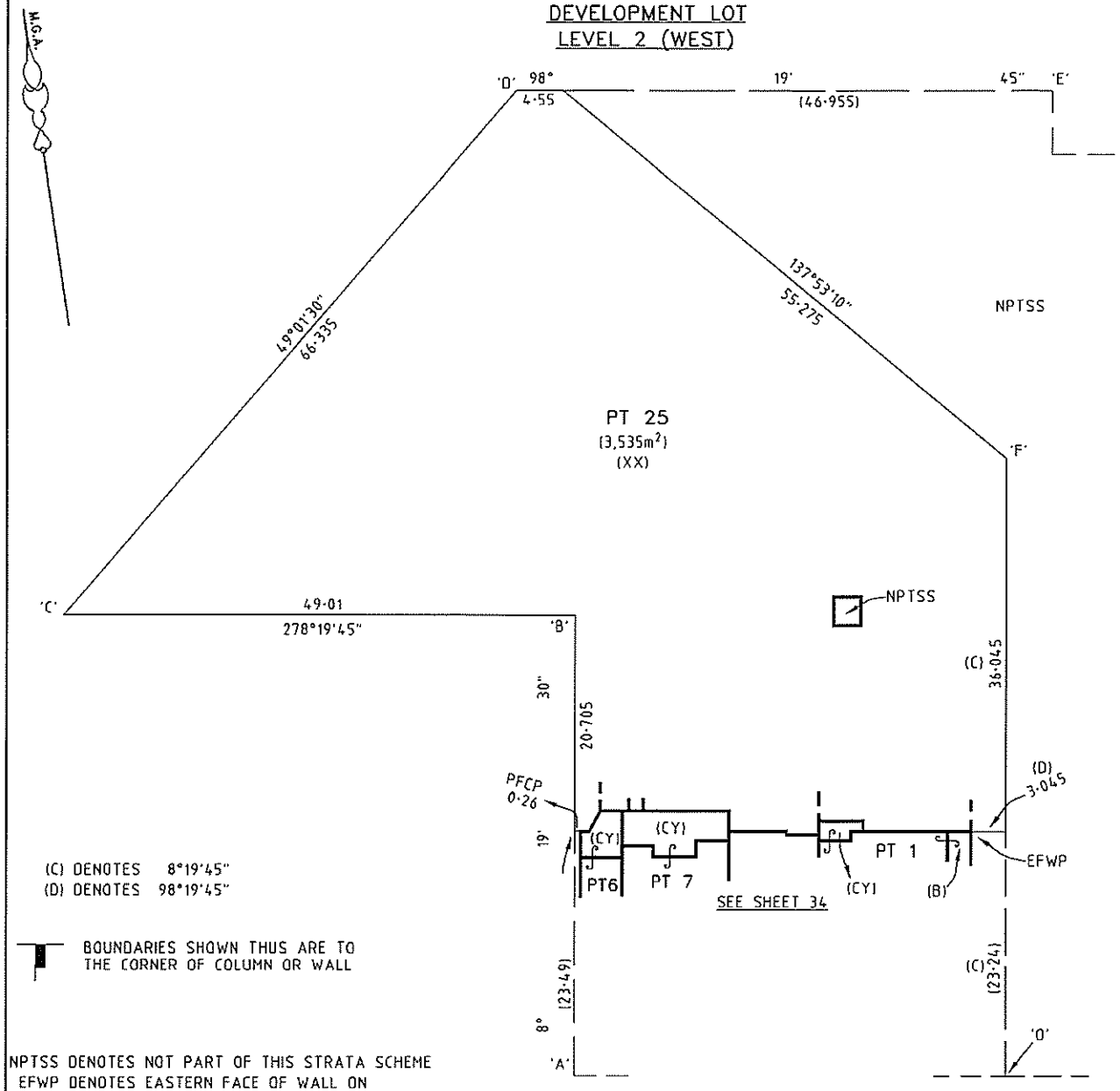
Registered
20.9.2018

SP98140

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

DEVELOPMENT LOT
LEVEL 2 (WEST)



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

BOUNDARIES SHOWN THUS ARE TO THE CORNER OF COLUMN OR WALL

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME
EFWP DENOTES EASTERN FACE OF WALL ON PROLONGATION OF SOUTH FACE OF WALL
PFCP DENOTES PROLONGATION OF FACE OF CONCRETE PANEL
(CY) DENOTES COURTYARD
(B) DENOTES BALCONY

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY

LOT 25 IS A DEVELOPMENT LOT

POINTS DENOTED 'A','B','C','D','E','F' & 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

THE CENTRE OF THE LEVEL 3 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE LEVEL 3 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

Registered
20.9.2018

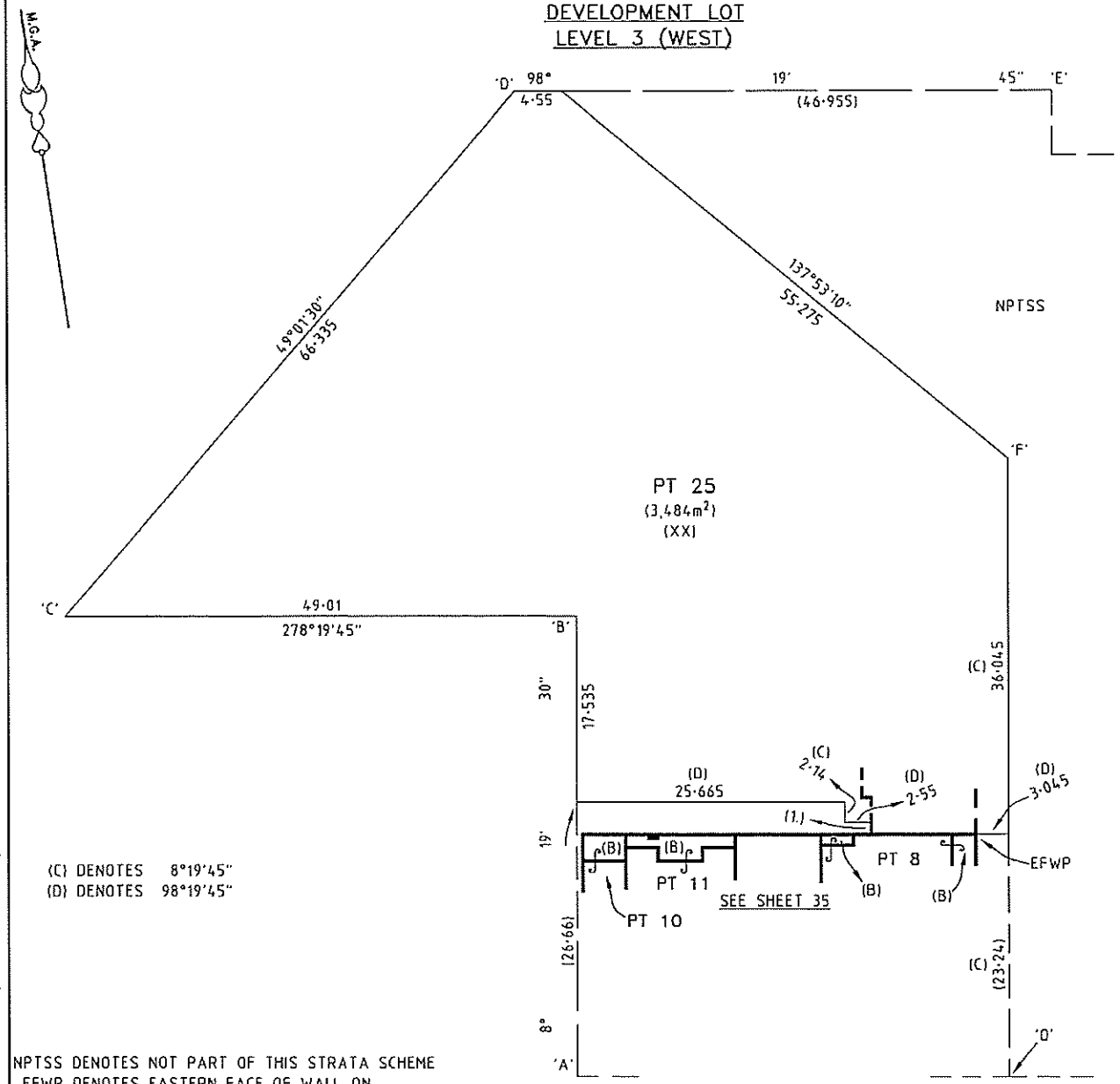
SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

Printed on the Registrar-General's Direction: /Src:A4/Dest:A3/Pdf:AS1100.101-2008

DEVELOPMENT LOT
LEVEL 3 (WEST)



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME
EFWP DENOTES EASTERN FACE OF WALL ON PROLONGATION OF SOUTH FACE OF WALL

(B) DENOTES BALCONY (COVERED)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT

POINTS DENOTED 'A','B','C','D','E','F' & 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

3. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

THE CENTRE OF THE LEVEL 4 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE LEVEL 4 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

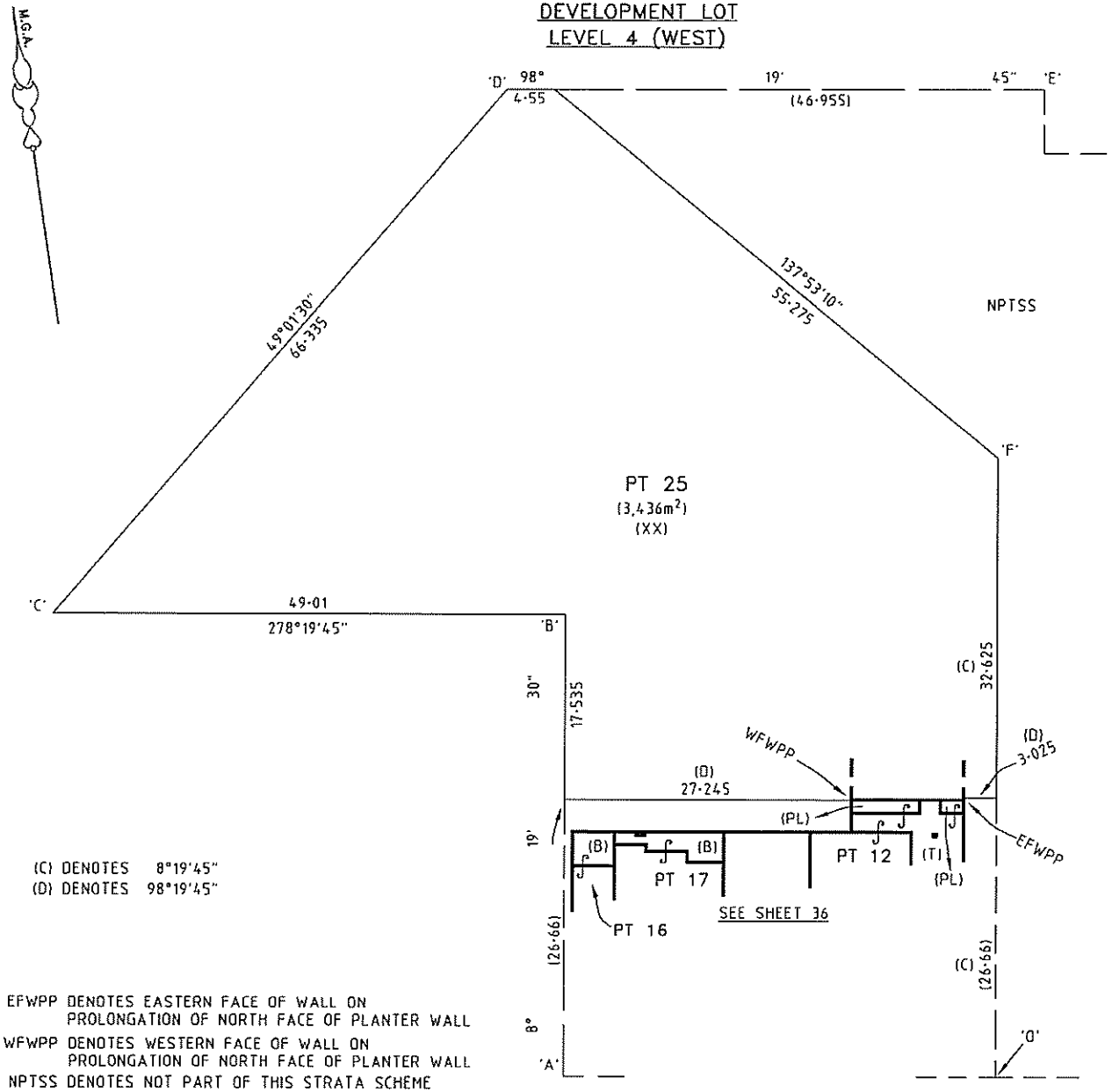
Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

Registered 20.9.2018

SP98140

Office of the Registrar-General /Src:Hazlett /Ref:Astrobx-Ann-SEO

DEVELOPMENT LOT
LEVEL 4 (WEST)



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

EFWPP DENOTES EASTERN FACE OF WALL ON PROLONGATION OF NORTH FACE OF PLANTER WALL
WFWPP DENOTES WESTERN FACE OF WALL ON PROLONGATION OF NORTH FACE OF PLANTER WALL
NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

(B) DENOTES BALCONY (COVERED)
(PL) DENOTES PLANTER
(T) DENOTES TERRACE

POINTS DENOTED 'A','B','C','D','E','F' & 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY BELOW PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO:-

1. WHERE THE LOT DIRECTLY ABOVE PT 25 IS PT 25

THE CENTRE OF THE LEVEL 5 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LOT DIRECTLY ABOVE PT 25 IS ANOTHER LOT OR COMMON PROPERTY IN THIS STRATA SCHEME

THE CENTRE OF THE LEVEL 5 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:450

Registered
20.9.2018

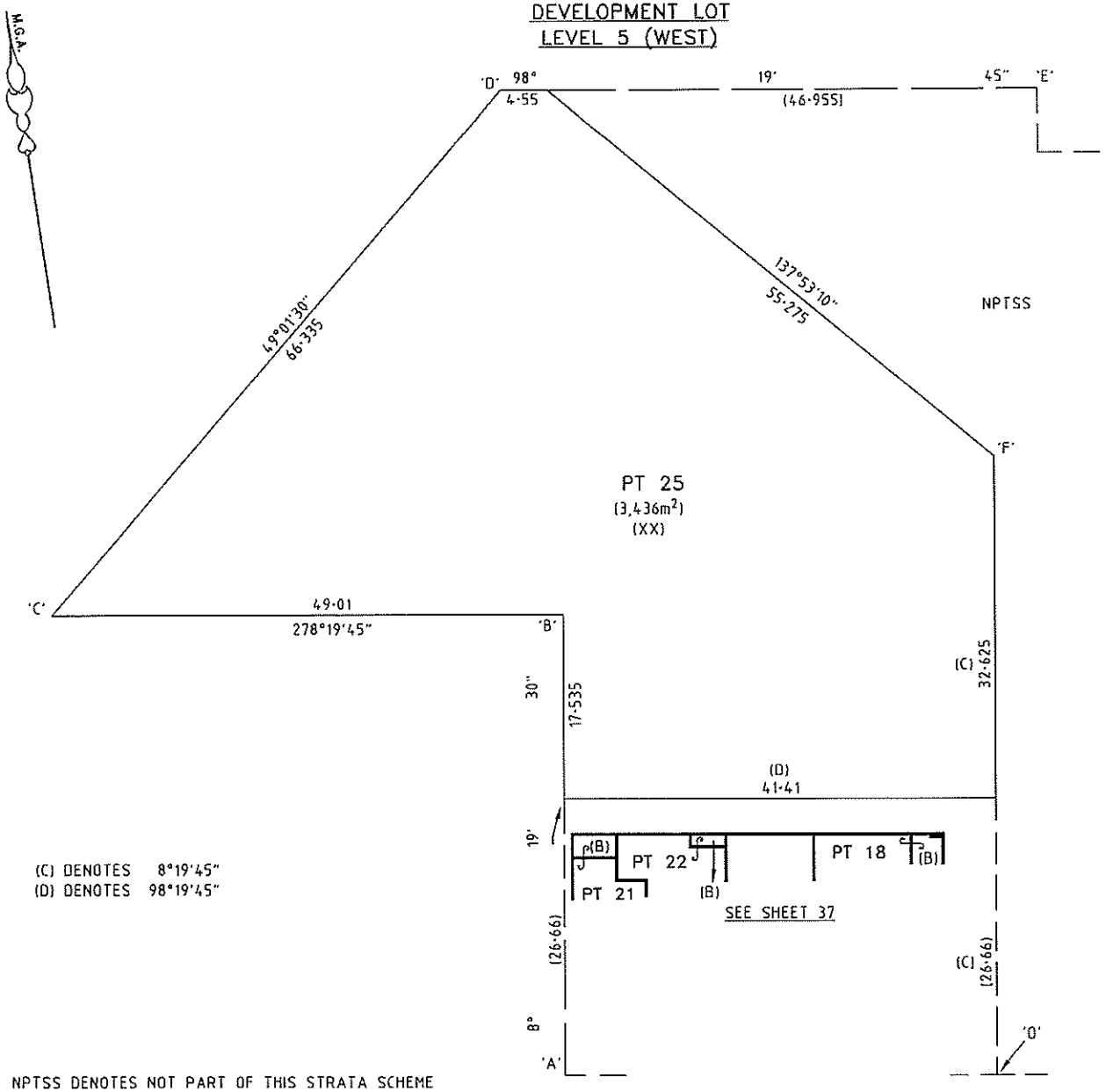
SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

Office of the Registrar-General /Src:maxgett /Rer:ASTROF-Ann-SEO

DEVELOPMENT LOT
LEVEL 5 (WEST)



POINTS DENOTED 'A','B','C','D','E','F' & 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 6 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

(B) DENOTES BALCONY (COVERED)

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

LOT 25 IS A DEVELOPMENT LOT

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1:450

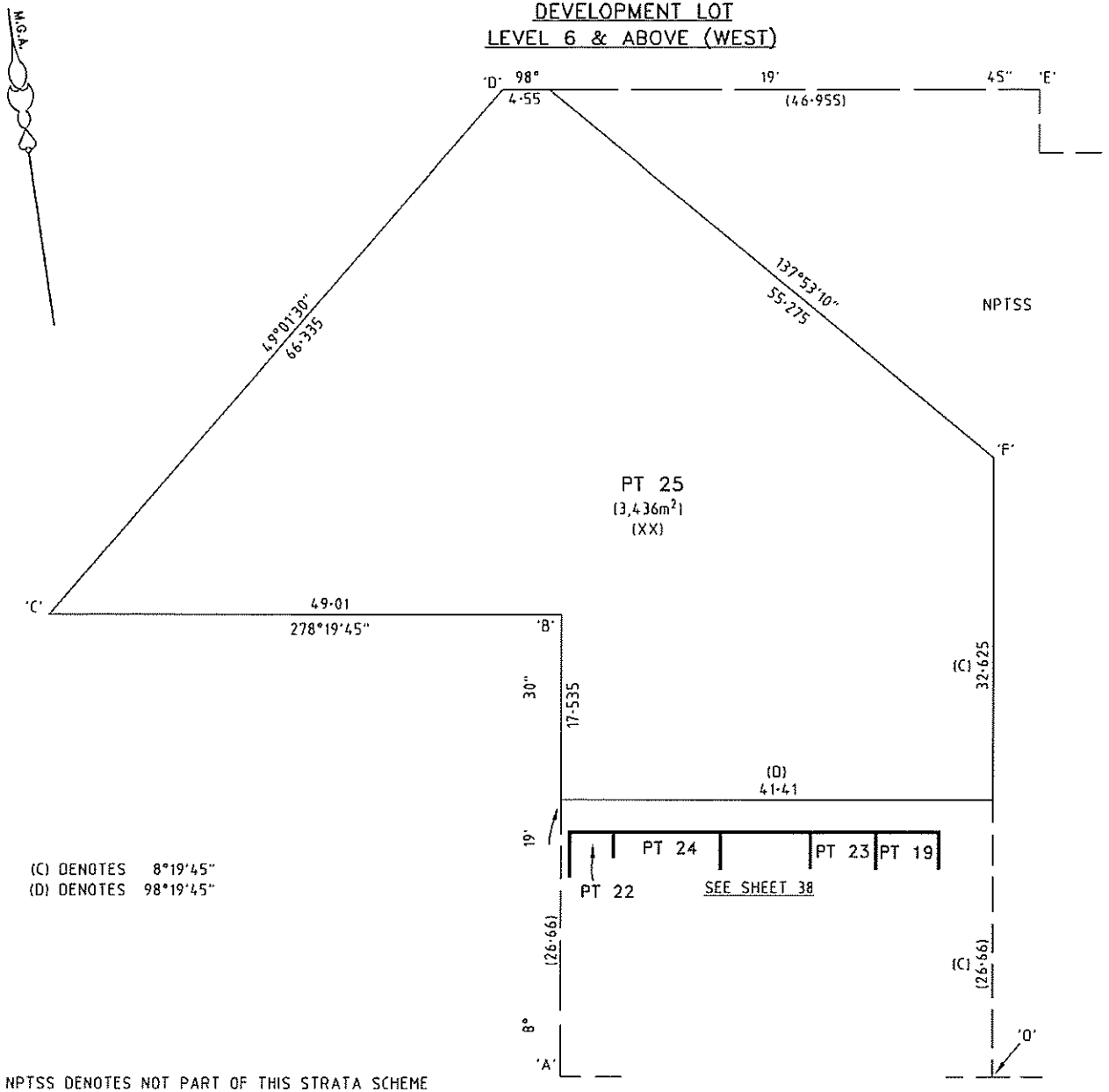
Registered 20.9.2018

SP98140

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

Office of the Registrar-General /Src:Hazlett /Ref:Astrobz-Ann-SEO

DEVELOPMENT LOT
LEVEL 6 & ABOVE (WEST)



(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

POINTS DENOTED 'A','B','C','D','E','F' & 'O' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO 150 ABOVE THAT LOWER SURFACE.

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

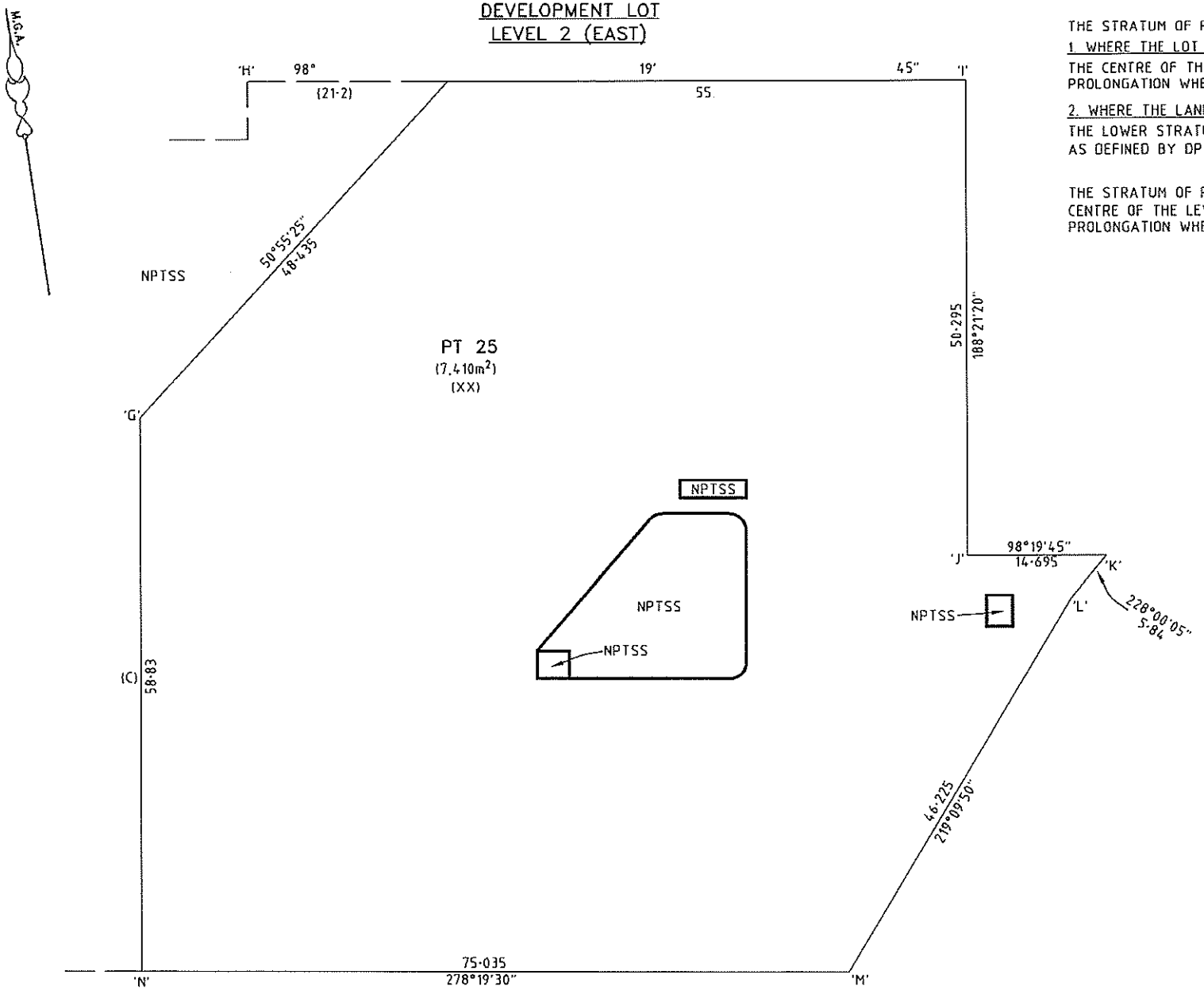
LOT 25 IS A DEVELOPMENT LOT

Surveyor: Wayne Allen Diver-Tuck Surveyor's Ref:124821-DEE WHY-STG1RESI Subdivision No: 24/2018 Lengths are in metres. Reduction Ratio 1:450	Registered 20.9.2018	SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

DEVELOPMENT LOT
LEVEL 2 (EAST)



THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO:-

1. WHERE THE LOT DIRECTLY BELOW PT 25 IS PT 25

THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

2. WHERE THE LAND DIRECTLY BELOW PT 25 IS NOT IN THIS STRATA SCHEME

THE LOWER STRATUM LIMIT OF THAT PART OF LOT 1 DP1241568 AT THIS LEVEL AS DEFINED BY DP1241568.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO THE CENTRE OF THE LEVEL 3 CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

(C) DENOTES 8°19'45"

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

POINTS DENOTED 'G','H','I','J','K','L','M' & 'N' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

LOT 25 IS A DEVELOPMENT LOT

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STGIRESI
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1:450

Registered
20.9.2018

SP98140

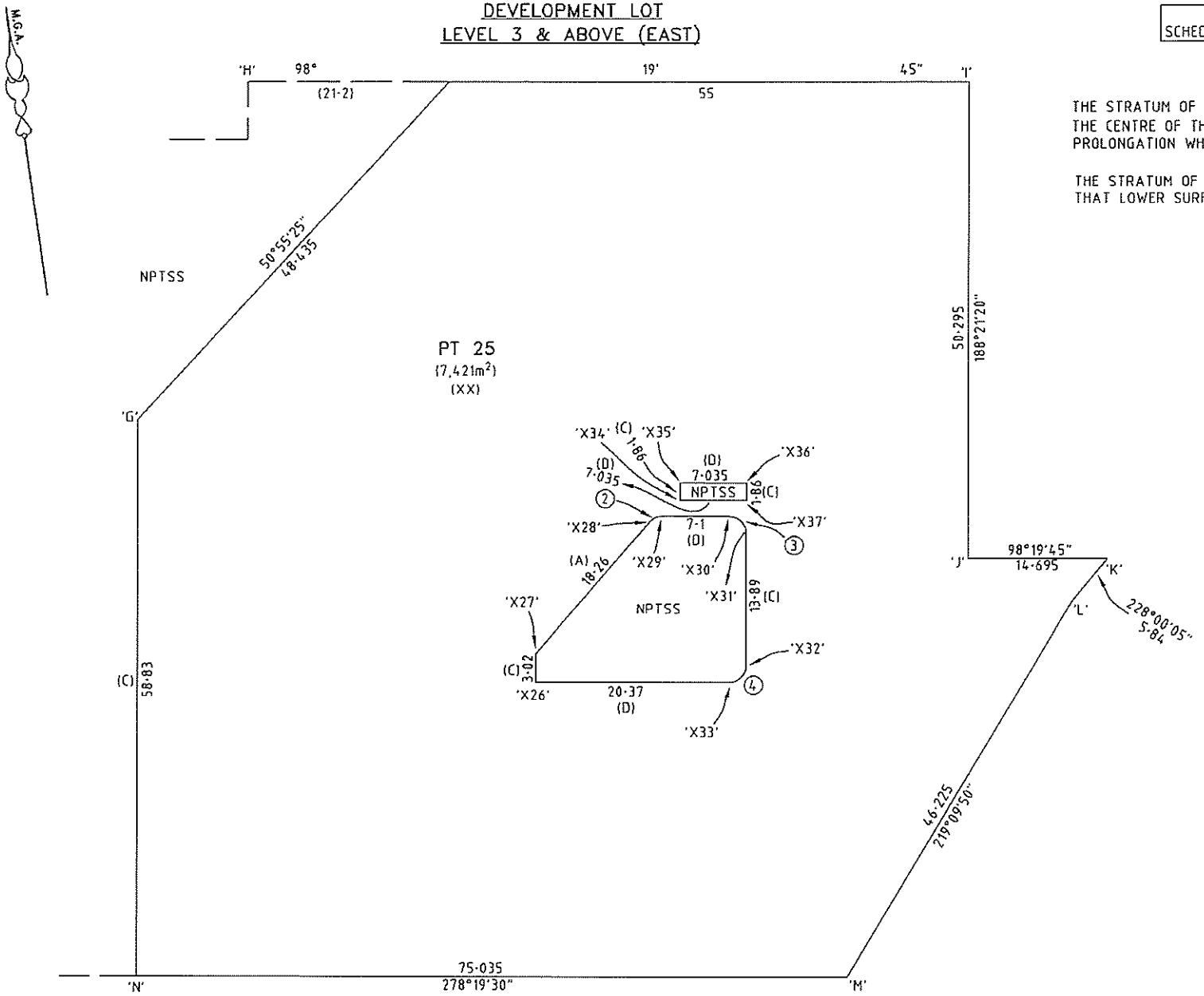
10 20 30 40 50 Table of mm 90 100 110 120 130 140

\\Dee Why-Oaks Ave\Final-Stgl-D

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

DEVELOPMENT LOT
LEVEL 3 & ABOVE (EAST)

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES



THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN DEPTH TO THE CENTRE OF THE CONCRETE SLAB OR ITS ADJACENT HORIZONTAL PROLONGATION WHERE THERE IS NO CONCRETE SLAB.

THE STRATUM OF PT 25 DENOTED (XX) IS LIMITED IN HEIGHT TO 150 ABOVE THAT LOWER SURFACE.

(A) DENOTES 49°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

NPTSS DENOTES NOT PART OF THIS STRATA SCHEME

THE AREAS SHOWN ARE FOR THE PURPOSE OF THE STRATA SCHEMES DEVELOPMENT ACT 2015 AND ARE APPROXIMATE ONLY.

POINTS DENOTED 'G','H','I','J','K','L','M','N', 'X26','X27','X28','X29','X30','X31','X32','X33', 'X34','X35','X36' & 'X37' ARE COINCIDENT WITH SIMILAR POINTS ON THE LOCATION PLAN AND THE SUBJECT OR ADJACENT PARCEL BOUNDARIES AS SHOWN.

LOT 25 IS A DEVELOPMENT LOT

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RES1
Subdivision No: 24/2018

Lengths are in metres. Reduction Ratio 1:450

Registered
20.9.2018

SP98140

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

\\Dee Why-Oaks Ave\Final-Stg1-D

EASEMENTS AFFECTING THE WHOLE OF LOT 1 DP1241568

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR FIRE SERVICES (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 STORMWATER PUMP OUT PITS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER TANK (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 DIESEL BOOSTER PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EASTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 WESTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 WESTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 FIRE STAIR '01' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 END OF TRIP PUMP ROOM (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'C' ROOF PLANT AREA (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'D' ROOF PLANT AREA (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568
EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 1 DP1241568

Surveyor: Wayne Allen Diver-Tuck
Surveyor's Ref:124821-DEE WHY-STG1RESI
Subdivision No: 24/2018
Lengths are in metres. Reduction Ratio 1:

Registered
20.9.2018

SP98140

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

SP FORM 3.01	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 1 of 4 sheets

Office Use Only

Registered: 20.9.2018

Office Use Only

SP98140

PLAN OF SUBDIVISION OF:

LOT 1 DP 1241568 AND EASEMENT OVER PART OF LOT 2 DP1241568.

LGA: NORTHERN BEACHES

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

This is a *FREEHOLD/*~~LEASEHOLD~~ Strata Scheme

Address for Service of Documents

17 HOWARD AVENUE,
DEE WHY NSW 2099

Provide an Australian postal address including a postcode

The by-laws adopted for the scheme are:

~~* Model by-laws for residential strata schemes together with:~~

Keeping of animals: Option *A/*B

Smoke ~~penetration~~: Option *A/*B

~~(see Schedule 3 Strata Schemes Management Regulation 2016)~~

* The strata by-laws lodged with the plan.

Surveyor's Certificate

I Wayne Allen Diver-Tuck,

of JBW Surveyors Pty Ltd ACN 001 149 373,

being a land surveyor registered under the Surveying and Spatial Information Act 2002, certify that the information shown in the accompanying plan is accurate and each applicable requirement of Schedule 1 of the Strata Schemes Development Act 2015 has been met.

*The building encroaches on:

*(a) a public place

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

Signature: Wayne Allen Diver-Tuck

Date: 10th July 2018

Surveyor ID: 941

Surveyor's Reference: 124821-DEE WHY-STG1RESI

^ Insert the deposited plan number or dealing number of the instrument that created the easement

Strata Certificate (Accredited Certifier)

I GARRY RYAN being an Accredited Certifier, accreditation number BPB0565, certify that in regards to the proposed strata plan with this certificate, I have made the required inspections and I am satisfied the plan complies with clause 17 Strata Schemes Development Regulation 2016 and the relevant parts of Section 58 Strata Schemes Development Act 2015.

*(a) This plan is part of a development scheme.

*(b) The building encroaches on a public place and in accordance with section 62(3) Strata Schemes Development Act 2015 the local council has granted a relevant planning approval that is in force for the building with the encroachment or for the subdivision specifying the existence of the encroachment.

*(c) ~~This certificate is given on the condition contained in the~~ relevant planning approval that lot(s) ^ ..... will be created as ~~utility lots~~ and restricted in accordance with ~~section 68 Strata Schemes Development Act 2015~~.

Certificate Reference: 24/2018

Relevant Planning Approval No.: CDC12/2018

issued by: GARRY RYAN

Signature: Garry Ryan

Date: 31/7/2018

^ Insert lot numbers of proposed utility lots.

* Strike through if inapplicable

SP FORM 3.07	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 2 of 4 sheets

Office Use Only

Registered: 20.9.2018

Office Use Only

SP98140

VALUER'S CERTIFICATE

I, Andrew McDonnell being a qualified valuer, as defined in the Strata Schemes Development Act 2015, certify that the unit entitlements shown in the schedule herewith are apportioned in accordance with Schedule 2 Strata Schemes Development Act 2015.

Signature: ..... Date 27/7/2018

SCHEDULE OF UNIT ENTITLEMENT

BUILDING 'D'

LOT	UE
1	58
2	60
3	64
4	64
5	64
6	59
7	52
8	60
9	62
10	59
11	51
12	64
13	36
14	56
15	53
16	52
17	46
18	51
19	69
20	56
21	51
22	65
23	38
24	53

DEVELOPMENT LOT

LOT	U.E.
25	18,657

AGGREGATE 20,000

Surveyor's Reference: 124821-DEE WHY-STG1RESI

SP FORM 3.08 (Annexure)	**STRATA PLAN ADMINISTRATION SHEET**	Sheet 3 of 4 sheets

Office Use Only

Registered: 20.9.2018

Office Use Only

SP98140

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

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

Clause 60 - Surveying and Spatial Information Regulation 2017
Schedule of street addresses

BUILDING 'D'

LOT	S.A.N
1	272
2	273
3	275
4	276
5	277
6	278
7	279
8	372
9	373
10	375
11	376
12	472
13	473
14	475
15	476
16	477
17	478
18	572
19	573
20	575
21	576
22	577
23	672
24	673

PRIMARY ADDRESS FOR LOTS 1-24 & COMMON PROPERTY:
No.16 Oaks Avenue, Dee Why

PRIMARY ADDRESS FOR LOT 25 - NOT APPLICABLE.

S.A.N DENOTES SUB-ADDRESS NUMBER

Surveyor's Reference: 124821-DEE WHY-STG1RESI

SP FORM 3.08 (Annexure)	STRATA PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheets

Office Use Only	Office Use Only
Registered: 20.9.2018	SP98140

This sheet is for the provision of the following information as required:
- Any information which cannot fit in the appropriate panel of any previous administration sheets
- Statements of intention to create and or release affecting interests in accordance with section 88B Conveyancing Act 1919
- Signatures and seals- see section 22 Strata Schemes Development Act 2015

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

1. EASEMENT FOR SLIDING GATE EQUIPMENT 0·15 WIDE

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372
THE COMMON SEAL OF

DIRECTOR

DAVID CREMONA

SECRETARY

ROBYN McCULLY

THIS PLAN COMPRISES A
STRATA DEVELOPMENT CONTRACT
CONTAINING 10 SHEETS.

Surveyor's Reference: 124821-DEE WHY-STG1RES1

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

ePlan

Lengths are in metres

Plan: SP98140

Plan of Subdivision of Lot 1 DP 1241568 and Easement over Part of Lot 2 DP 1241568 covered by Strata Certificate No. 24/2018

Full name and address of the owner of the land:

Karimbla Properties (No. 41) Pty Ltd ACN 160 693 372 of 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 Sliding Gate Equipment 0.15 Wide	Lot 2 DP 1241568	Common Property

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR SLIDING GATE EQUIPMENT 0.15 WIDE NUMBERED 1 IN THE PLAN**

1.1 The owner of the lot benefited:

(a) may insist that the Sliding Gate Equipment constructed or to be constructed after the date of registration of this Instrument remain but only to the extent they are within the site of the easement, and

(b) must keep the Sliding Gate Equipment in good repair and safe condition; and

(c) may do anything reasonably necessary for those purpose, including:

(i) entering the lot burdened; and

(ii) taking anything on to the lot burdened; and

(iii) carrying out work.

1.2 In exercising those powers, the owner of the lot benefited must:

(a) Ensure that all work is done properly, and

INSTRUMENT SETTING OUT TERMS OF EASEMENTS OR PROFITS À PRENDRE INTENDED TO BE CREATED OR RELEASED AND OF RESTRICTIONS ON THE USE OF LAND OR POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919 AND SECTION 38(1) OF THE STRATA SCHEMES DEVELOPMENT ACT 2015

Plan: SP98140

Plan of Subdivision of Lot 1 DP 1241568 and Easement over Part of Lot 2 DP 1241568 covered by Strata Certificate No. 24/2018

Full name and address of the owner of the land:

Karimbla Properties (No. 41) Pty Ltd ACN 160 693 372 of Level 11, 528 Kent Street, Sydney NSW 2000

(b) Cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and

(c) Restore the lot burdened as nearly as is practicable to its former condition, and

(d) Make good any collateral damage.

1.3 The owner of the lot burdened may insist that this easement be extinguished when the Sliding Gate Equipment is removed.

1.4 The owner of the lot burdened must not be or allow anything to be done to damage or interfere with the Sliding Gate Equipment.

1.5 In this easement, **Sliding Gate Equipment** means the sliding gate equipment located on parking level 2 of the building constructed on the lot burdened.

EXECUTED by **KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372** in accordance with the Corporations Act 2001)

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Signature of Authorised Person

DIRECTOR

Office held

DAVID CREMONA

Name of Authorised Person (please print)

Signature of Authorised Person

SECRETARY

Office held

ROBYN McCULLY

Name of Authorised Person (please print)

REGISTERED 20.9.2018

ePlan

Approved Form 8	Strata Development Contract	Sheet 1 of 10 sheets
Registered: 20.9.2018 Office Use Only		Office Use Only SP98140

Description of Development

The development scheme as provided for in this Strata Development Contract will be completed over several stages.

Stage 1 of the development:

- is illustrated in the accompanying strata plan;
- will be completed upon registration of the plan;
- contains lots 1 to 24;
- upon registration of Stage 1 it is intended to create development lot 25;

The development scheme as provided for in this Strata Development Contract will conclude on the date specified being 10 years after the registration of this contract.

It is intended that each stage will contain warranted development, which the developer may be compelled to carry out, or authorised proposals, which the developer may not be compelled to carry out, as described in this Strata Development Contract.

The developer has the right to occupy the part of the common property described in order to carry out the proposed development identified in this contract.

The contract relates to the development of a part strata parcel and includes the part of the building and its site which is outside the part strata parcel being Lot 2 DP1241568.

The provisions of this Strata Development Contract incorporate and are subject to the covenants implied by section 81(1) and Schedule 3 *Strata Schemes Development Act 2015.*

ePlan

Approved Form 8	Strata Development Contract	Sheet 2 of 10 sheets
Registered: 20.9.2018 Office Use Only		Office Use Only SP98140

Warranted Development – proposed development subject to a warranty

Not applicable.

Authorised Proposals – proposed development not subject to a warranty

(a) Description of Development

Up to 3 buildings (Buildings 'A', 'B' & 'C') of up to 18 levels containing up to 327 residential units and a managers facility with associated carparking and storage – OR,

Any combination of the above in any order with the creation of up to 6 additional development lots as necessary.

(b) Common Property Amenities

Access driveways, stairs, corridors, pathways, lifts, plantrooms, landscaped areas, garbage collection and storage facilities, two swimming pools, two gymnasiums, storage facilities and visitor parking.

(c) Schedule of Commencement and Completion

Not applicable.

(d) Schedule of Lots

Up to 328 lots.

(e) Working Hours

As advised by the consent authority.

(f) Arrangements for Entry, Exit, Movement and Parking of Vehicles to, from and on the parcel during development and Permitted Uses of Common Property and Development Lots during development

Construction access to Lot 25, and other possible development lots, will be in accordance with the requirements of the approval issued by the relevant authority including:-

ePlan

Approved Form 8	Strata Development Contract	Sheet 3 of 10 sheets
Registered: 20.9.2018 Office Use Only		Office Use Only SP98140

i. Access over lifts and other common accessways forming part of the common property, including driveways and the carpark, and over & adjacent to the exterior of the building as required,

ii. Storage of construction equipment and loading and unloading of equipment and materials in common property and the carpark,

iii. Use of crane which will enter the airspace above the stages of the development,

iv. Access and use of Lot 25, and other possible development lots, for any purpose associated with the construction of the development including the provision of temporary plant, equipment and services as required,

v. Installation and placement of construction plant, equipment, materials and structures on common property necessary for construction purposes, and

vi. Completion of paving and landscaping in common property

(g) Landscaping

In accordance with landscape plans approved by the Certifying Authority.

(h) Schedule of Materials and Finishes

External walls of brick, concrete, glass, metal and masonry.

(i) Vertical Staging

Parts of development Lot 25, or the future development lots, could be situated above and below preceding stages in the scheme. The developer holds a Construction Insurance Policy with CGU Insurance Limited (Policy No. 01D1392548) and a Combined Public & Products Liability with Besso Limited (Policy No. XN5233017).

(j) Contribution to Common Property Expenses

The developer is not liable for any Common Property expenses.

(k) Proposed By-Laws, Management Agreements, Covenants, Easements or Dedications

By-Laws as required.

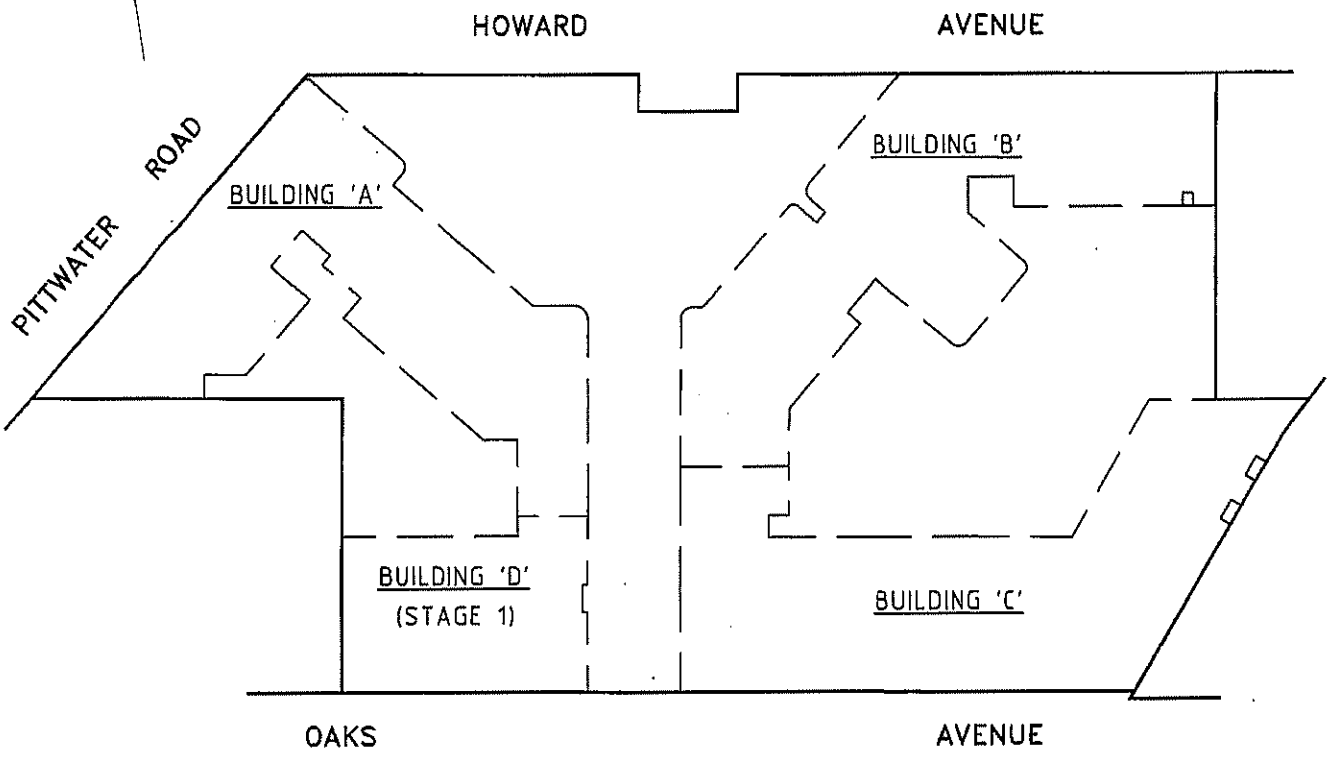
Restrictions, Easements, Rights of Ways, Positive Covenants, leases or other rights as required by Consent Authorities, Government Departments, Service Authorities or other parties which are reasonably necessary for the completion of the scheme.

ePlan

Approved Form 8	Strata Development Contract	Sheet 4 of 10 sheets
Registered: 20.9.2018 (Office Use Only)		SP98140 (Office Use Only)

Concept Plan for subdivision of developments lot(s) – authorised proposals

Location of buildings



NOTE: BUILDINGS 'A','B' & 'C' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS. OUTLINE OF BUILDINGS SHOWN IS AT LEVEL 4 AND IS APPROXIMATE ONLY.

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

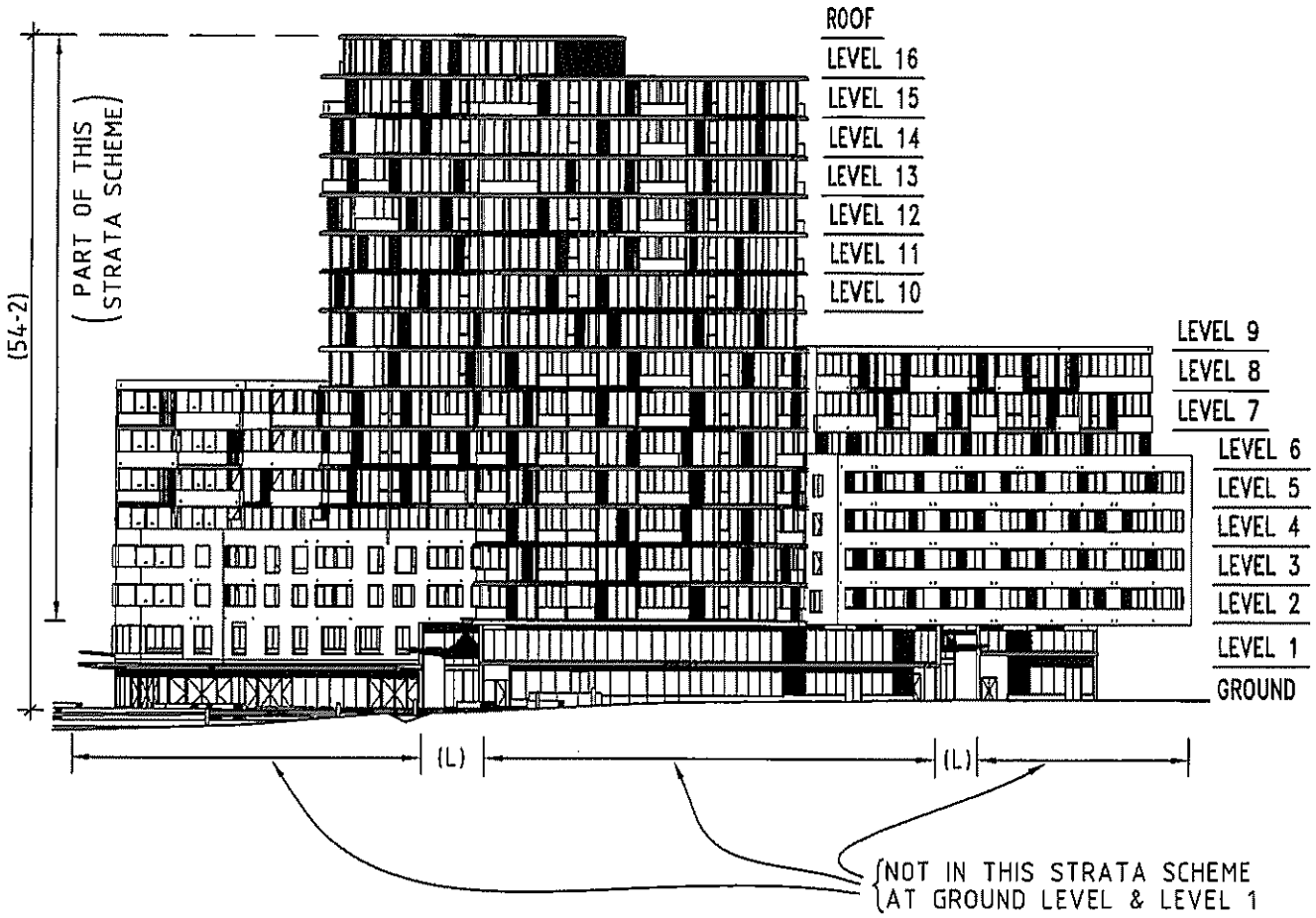
ePlan

Approved Form 8	Strata Development Contract	Sheet 5 of 10 sheets
Registered: 20.9.2018	Office Use Only	Office Use Only SP98140

Concept Plan for subdivision of developments lot(s) – authorised proposals

NORTH ELEVATION

BUILDING 'A'



(L) DENOTES LOBBY ENTRANCE (PART OF THIS STRATA SCHEME)

NOTE: BUILDINGS 'A','B' & 'C' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

SDC: Dee Why Howard Ave: 27/03/2018

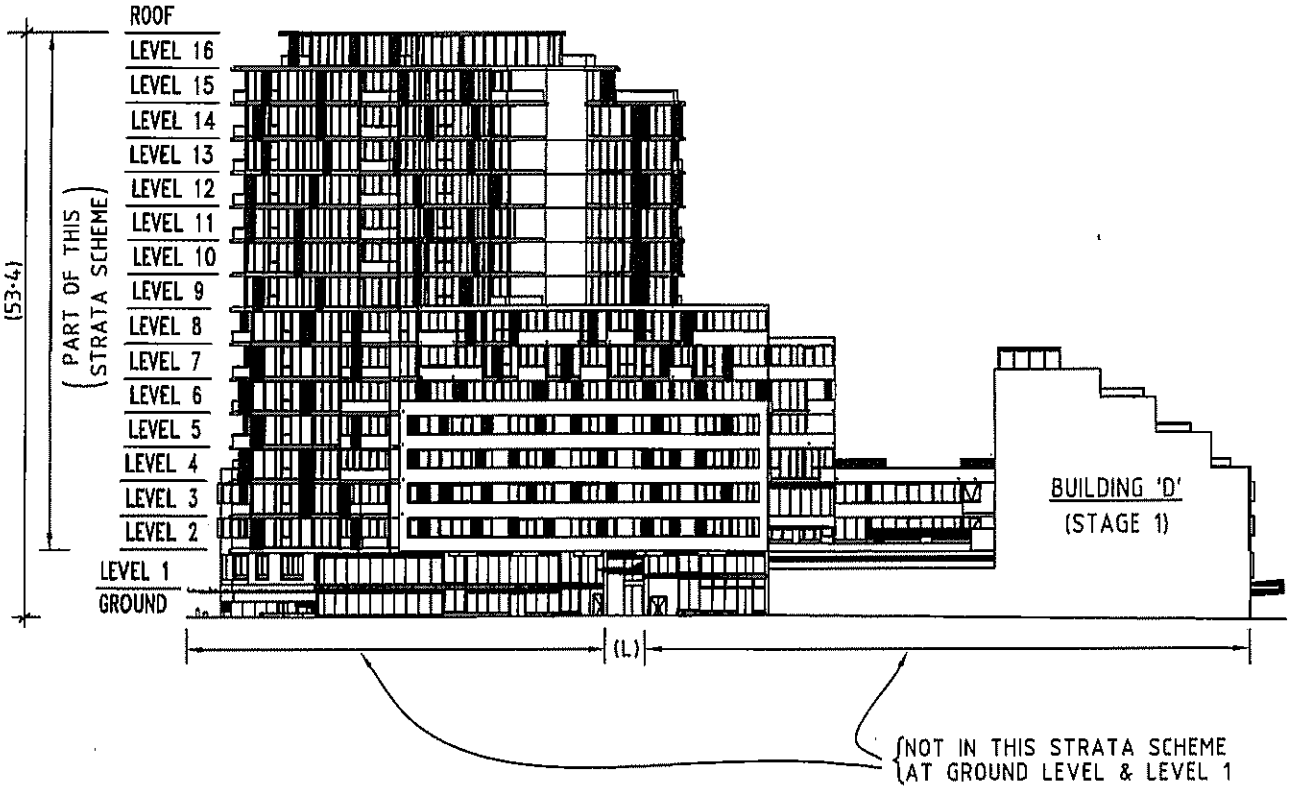
ePlan

Approved Form 8	Strata Development Contract	Sheet 6 of 10 sheets
Registered: 20.9.2018 (Office Use Only)		SP98140 (Office Use Only)

Concept Plan for subdivision of developments lot(s) – authorised proposals

WEST ELEVATION

BUILDING 'A'



(L) DENOTES LOBBY ENTRANCE (PART OF THIS STRATA SCHEME)

NOTE: BUILDINGS 'A','B' & 'C' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

SDC: Dee Why Howard Ave: 27/03/2018

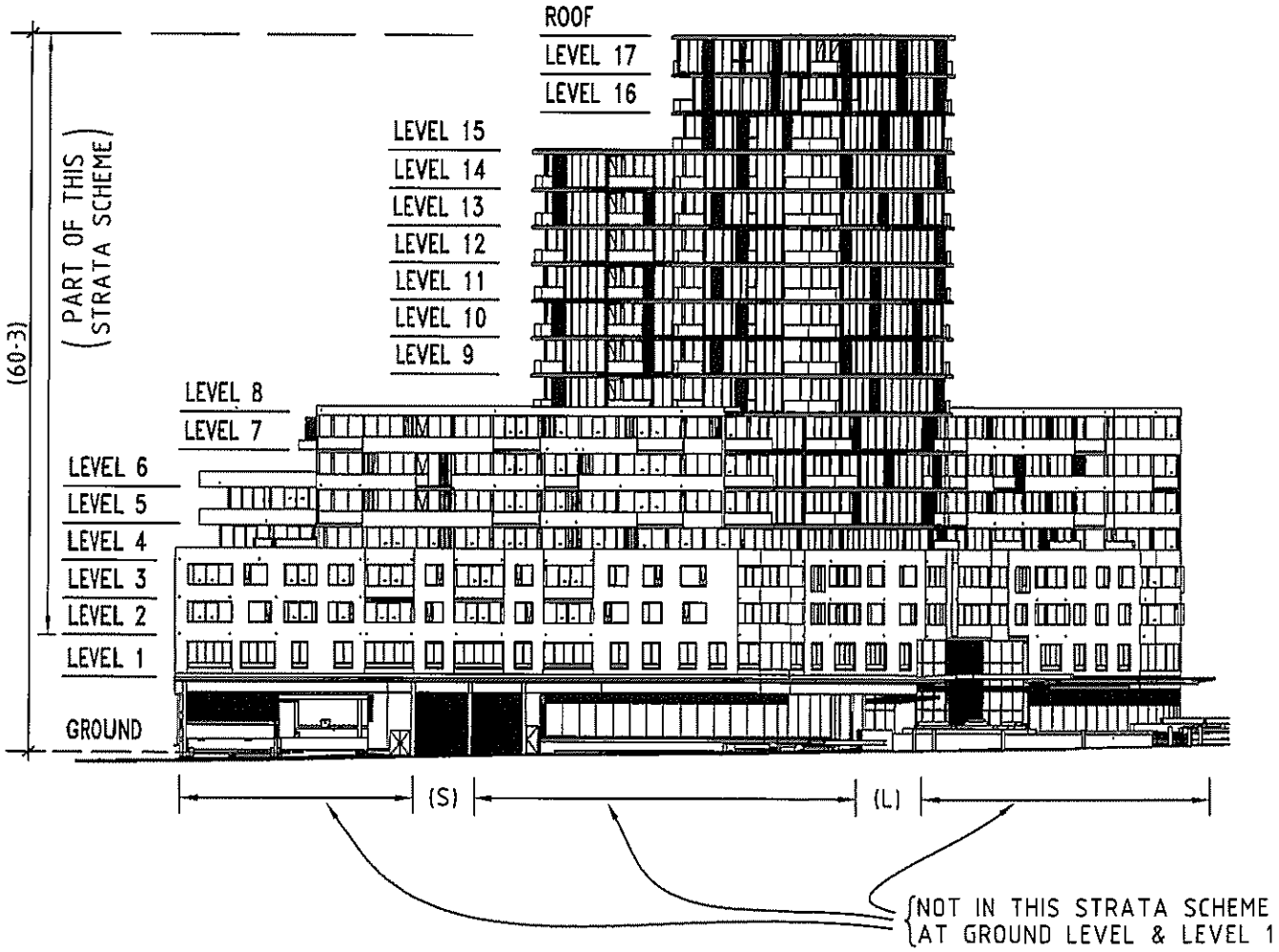
ePlan

Approved Form 8	Strata Development Contract	Sheet 7 of 10 sheets
Registered: 20.9.2018	Office Use Only	Office Use Only SP98140

Concept Plan for subdivision of developments lot(s) – authorised proposals

BUILDING 'B'

NORTH ELEVATION



(L) DENOTES LOBBY ENTRANCE (PART OF THIS STRATA SCHEME)
(S) DENOTES SUBSTATION (PART OF THIS STRATA SCHEME)

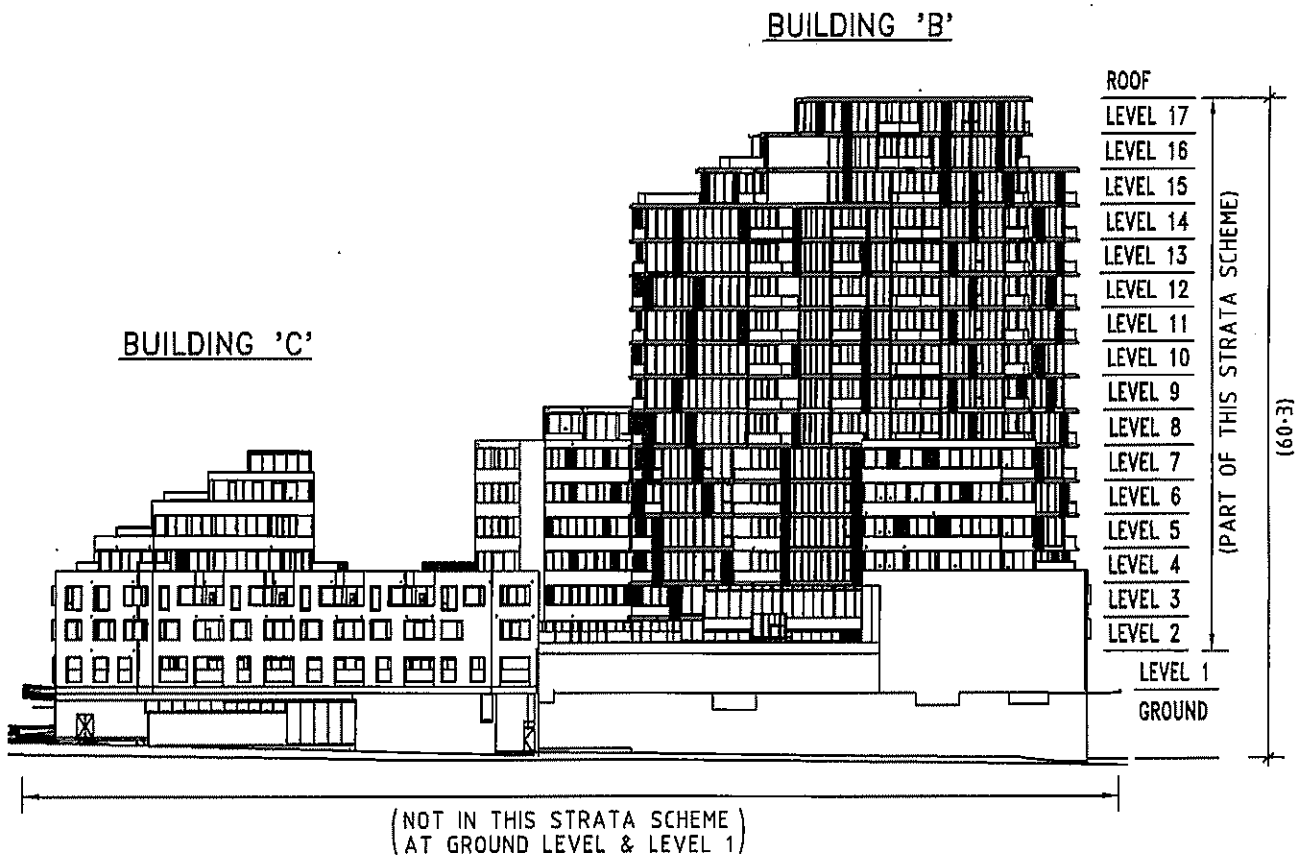
NOTE: BUILDINGS 'A','B' & 'C' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

ePlan

Approved Form 8	Strata Development Contract	Sheet 8 of 10 sheets
Registered: 20.9.2018 Office Use Only		Office Use Only SP98140

Concept Plan for subdivision of developments lot(s) – authorised proposals

EAST ELEVATION



NOTE: BUILDINGS 'A','B' & 'C' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

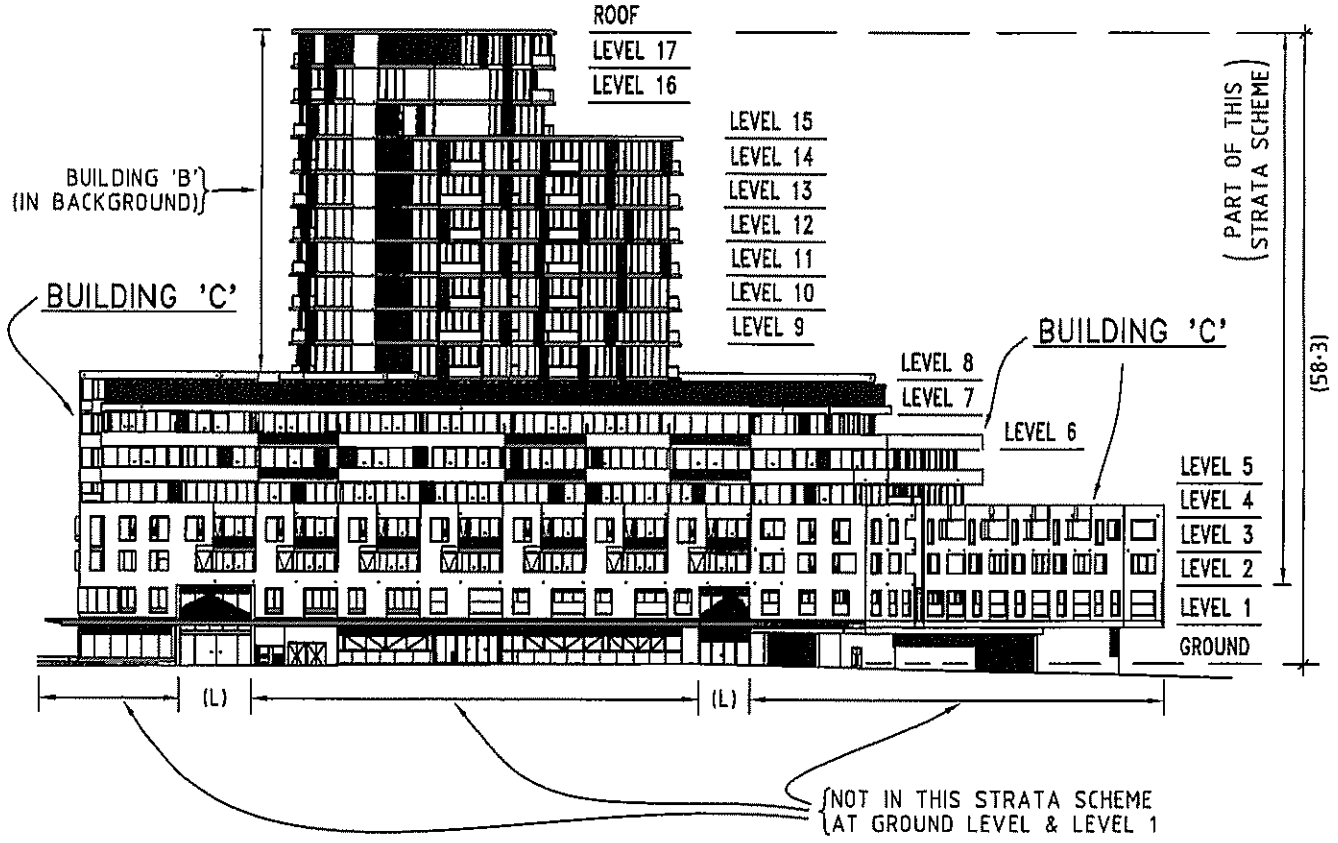
ePlan

Approved Form 8	Strata Development Contract	Sheet 9 of 10 sheets
Registered: 20.9.2018 Office Use Only		Office Use Only SP98140

Concept Plan for subdivision of developments lot(s) – authorised proposals

SOUTH ELEVATION

BUILDING 'B'



(L) DENOTES LOBBY ENTRANCE (PART OF THIS STRATA SCHEME)

NOTE: BUILDINGS 'A','B' & 'C' ARE LATTER STAGES AS DISCLOSED IN THE AUTHORISED PROPOSALS.

SDC: Dee Why Howard Ave: 27/03/2018

ePlan

Approved Form 8	Strata Development Contract	Sheet 10 of 10 sheets
Registered: 20.9.2018 Office Use Only		Office Use Only SP98140

Certificate of Planning Authority

~~*The Planning Authority (*insert name*)~~ .....

*The Accredited Certifier (*insert name*) GARRY RYAN Accreditation No: BPB0565

certifies that the carrying out of the permitted development described as 'warranted development' and 'authorised proposals' in this Strata Development Contract would not contravene:

(i) The conditions of any relevant approval issued by a planning authority in respect of the strata parcel; or

(ii) The provisions of any environmental planning instrument that was in force when the approval was granted except to the following extent (*indicate exception if applicable*)

.....

.....

Date: 28 MAY 2018

Certificate Reference: 22/2018

Signed by: GARRY RYAN

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

Signature: Garry Ryan

This is the certificate referred to in Section 75(2) Strata Schemes Development Act 2015

* Strike through inapplicable parts

Signatures, Consents, Approvals

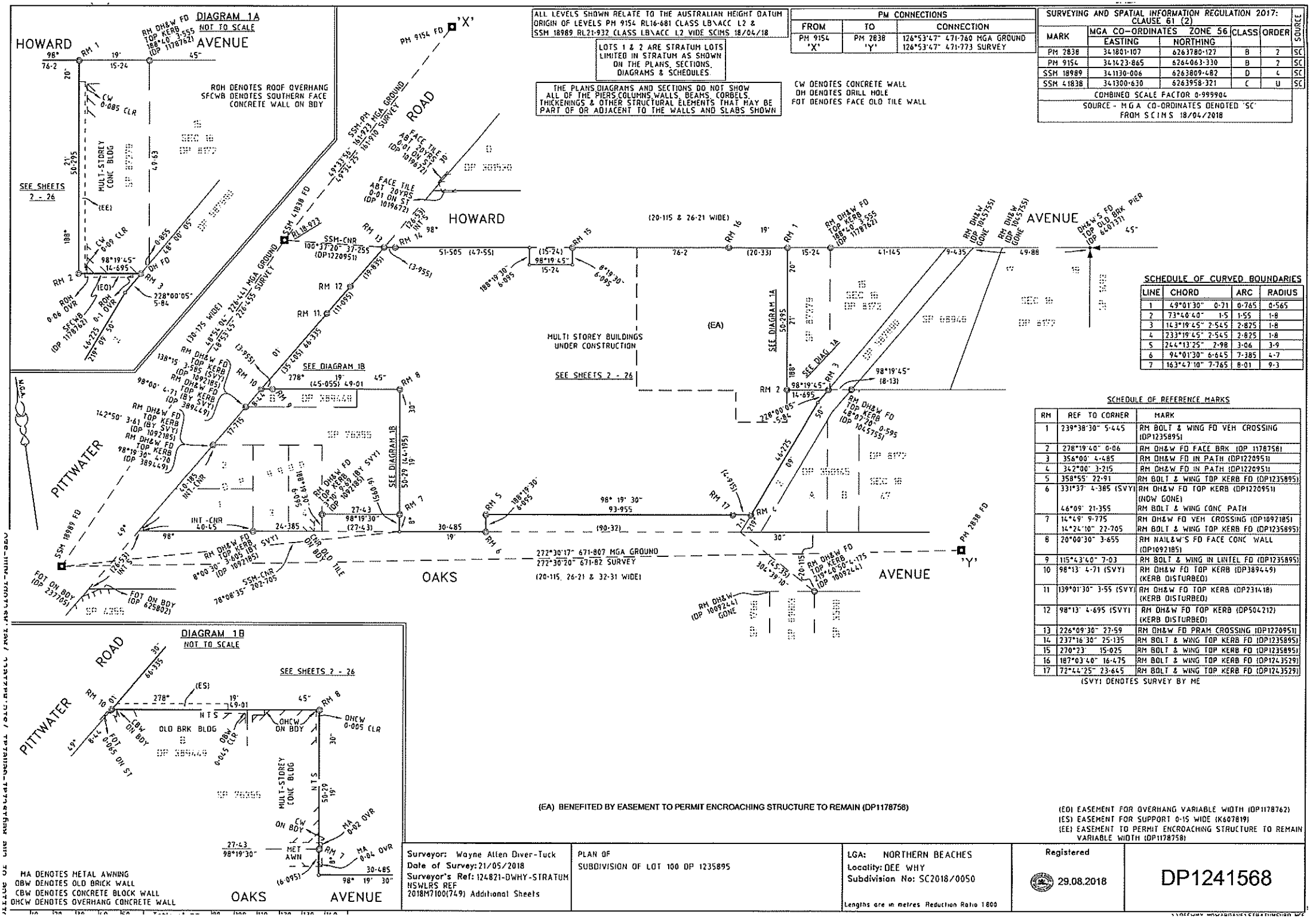
Provided signatures/seals as required by section 79 Strata Schemes Development Act 2016

Executed by Karimbla Properties (No.41) Pty Ltd ACN 160 693 372 in accordance with S127 of the Corporations Act 2001 by

ROBYN McCULLY
SECRETARY

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

DAVID CREMONA
DIRECTOR



ALL LEVELS SHOWN RELATE TO THE AUSTRALIAN HEIGHT DATUM ORIGIN OF LEVELS PM 9154 RL16-681 CLASS LB\ACC L2 & SSM 18989 RL21-932 CLASS LB\ACC L2 VIDE SCIMS 18/04/18

LOTS 1 & 2 ARE STRATUM LOTS LIMITED IN STRATUM AS SHOWN ON THE PLANS, SECTIONS, DIAGRAMS & SCHEDULES.

THE PLANS,DIAGRAMS AND SECTIONS DO NOT SHOW ALL OF THE PIERS,COLUMNS,WALLS, BEAMS, CORBELS, THICKENINGS & OTHER STRUCTURAL ELEMENTS THAT MAY BE PART OF OR ADJACENT TO THE WALLS AND SLABS SHOWN

CW DENOTES CONCRETE WALL
DH DENOTES DRILL HOLE
FOT DENOTES FACE OLD TILE WALL

PM CONNECTIONS

FROM	TO	CONNECTION
PM 9154 'X'	PM 2838 'Y'	126°53'47" 471-760 MGA GROUND 126°53'47" 471-773 SURVEY

SURVEYING AND SPATIAL INFORMATION REGULATION 2017: CLAUSE 61 (2)

MARK	MGA CO-ORDINATES ZONE 56 EASTING	NORTHING	CLASS	ORDER	SOURCE
PM 2838	341801·107	6263780·127	B	2	SC
PM 9154	341423·865	6264063·330	B	2	SC
SSM 18989	341130·006	6263809·482	D	4	SC
SSM 41838	341300·630	6263958·321	C	U	SC

COMBINED SCALE FACTOR 0·999904

SOURCE - MGA CO-ORDINATES DENOTED 'SC' FROM SCIMS 18/04/2018

SCHEDULE OF CURVED BOUNDARIES

LINE	CHORD	ARC	RADIUS
1	49°01'30" 0·71	0·765	0·565
2	73°40'40" 1·5	1·55	1·8
3	143°19'45" 2·545	2·825	1·8
4	233°19'45" 2·545	2·825	1·8
5	244°13'25" 2·98	3·06	3·9
6	94°01'30" 6·645	7·385	4·7
7	163°47'10" 7·765	8·01	9·3

SCHEDULE OF REFERENCE MARKS

RM	REF TO CORNER	MARK
1	239°38'30" 5·445	RM BOLT & WING FD VEH CROSSING (DP1235895)
2	278°19'40" 0·06	RM DH&W FD FACE BRK (DP 1178758)
3	356°00' 4·485	RM DH&W FD IN PATH (DP1220951)
4	342°00' 3·215	RM DH&W FD IN PATH (DP1220951)
5	358°55' 22·91	RM BOLT & WING TOP KERB FD (DP1235895)
6	331°37' 4·385 (SVY) 46°09' 21·355	RM DH&W FD TOP KERB (DP1220951) (NOW GONE) RM BOLT & WING CONC PATH
7	14°49' 9·775 14°24'10" 22·705	RM DH&W FD VEH CROSSING (DP1092185) RM BOLT & WING TOP KERB FD (DP1235895)
8	20°00'30" 3·655	RM NAIL&W'S FD FACE CONC WALL (DP1092185)
9	115°43'40" 7·03	RM BOLT & WING IN LINTEL FD (DP1235895)
10	98°13' 4·71 (SVY)	RM DH&W FD TOP KERB (DP389449) (KERB DISTURBED)
11	139°01'30" 3·55 (SVY)	RM DH&W FD TOP KERB (DP231418) (KERB DISTURBED)
12	98°13' 4·695 (SVY)	RM DH&W FD TOP KERB (DP504212) (KERB DISTURBED)
13	226°09'30" 27·59	RM DH&W FD PRAM CROSSING (DP1220951)
14	237°16'30" 25·135	RM BOLT & WING TOP KERB FD (DP1235895)
15	270°23' 15·025	RM BOLT & WING TOP KERB FD (DP1235895)
16	187°03'40" 16·475	RM BOLT & WING TOP KERB FD (DP1243529)
17	72°44'25" 23·645	RM BOLT & WING TOP KERB FD (DP1243529)

(SVY) DENOTES SURVEY BY ME

Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 21/05/2018
Surveyor's Ref: 124821-DWHY-STRATUM
NSWLRS REF
2018M7100(749) Additional Sheets

PLAN OF
SUBDIVISION OF LOT 100 DP 1235895

LGA: NORTHERN BEACHES
Locality: DEE WHY
Subdivision No: SC2018/0050

Lengths are in metres Reduction Ratio 1:800

Registered
29.08.2018

DP1241568

STRATUM NOTES

PARKING LEVEL 3 & BELOW

NOTES PL3-1, PL3-2, PL3-3 & PL3-4
PT 1 IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES PL3-5, PL3-6, PL3-7, PL3-8 & PL3-9
PT 2 IS UNLIMITED IN DEPTH AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

PARKING LEVEL 2

NOTES PL2-1, PL2-2, PL2-3 & PL2-4
PT 1 IS LIMITED IN DEPTH TO RL10·8 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE PL2-5
PT 2 IS LIMITED IN DEPTH TO RL10·8 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTES PL2-6, PL2-7 & PL2-8
PT 2 IS LIMITED IN DEPTH TO THE INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE PL2-9
PT 2 IS LIMITED IN DEPTH TO RL8·9 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTES PL2-10, PL2-11, PL2-12, PL2-13, PL2-15, PL2-16 & PL2-17
PT 1 IS LIMITED IN DEPTH TO RL10·2 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE PL2-14
PT 2 IS LIMITED IN DEPTH TO RL10·2 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE PL2-18
PT 1 IS LIMITED IN DEPTH TO RL10·2 AND IS LIMITED IN HEIGHT TO THE INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF LOT 2 DEFINED BY NOTE PL2-19

NOTES PL2-19
PT 2 IS LIMITED IN DEPTH TO THE INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS LIMITED IN HEIGHT TO RL13·0.

PARKING LEVEL 1

NOTE PL1-1
PT 2 IS LIMITED IN DEPTH TO RL13·6 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT OR ROAD WIDENING ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTES PL1-2, PL1-3, PL1-4, PL1-5, PL1-6, PL1-7 & PL1-8
PT 1 IS LIMITED IN DEPTH TO RL13·6 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE PL1-9, PL1-14 & PL1-16
PT 2 IS LIMITED IN DEPTH TO THE INCLINED PLANES DEFINED IN PLAN AND LEVEL BY THE TRIANGLE APEXES SHOWN AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE PL1-10
PT 1 IS LIMITED IN DEPTH TO RL13·6 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT OR ROAD WIDENING ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES PL1-11, PL1-12 & PL1-13
PT 1 IS LIMITED IN DEPTH TO RL13·0 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE PL1-15
PT 2 IS LIMITED IN DEPTH TO RL12·0 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE PL1-17
PT 2 IS LIMITED IN DEPTH TO RL13·0 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

GROUND LEVEL

NOTE GL-1
PT 2 IS LIMITED IN DEPTH TO RL17·0 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-2
PT 2 IS LIMITED IN DEPTH TO RL16·65 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES GL-3 & GL-5
PT 2 IS LIMITED IN DEPTH TO RL17·8 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES GL-4, GL-6, GL-7 & GL-8
PT 1 IS LIMITED IN DEPTH TO RL17·8 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTE GL-9
PT 2 IS LIMITED IN DEPTH TO RL18·1 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-10
PT 1 IS LIMITED IN DEPTH TO RL18·2 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-11
PT 1 IS LIMITED IN DEPTH TO RL18·5 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

NOTES GL-12 & GL-13
PT 1 IS LIMITED IN DEPTH TO RL17·0 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-14
PT 1 IS LIMITED IN DEPTH TO RL17·6 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-15
PT 1 IS LIMITED IN DEPTH TO RL16·65 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-16
PT 1 IS LIMITED IN DEPTH TO RL17·65 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-17
PT 1 IS LIMITED IN DEPTH TO RL17·2 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-18
PT 1 IS LIMITED IN DEPTH TO RL17·5 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-19
PT 1 IS LIMITED IN DEPTH TO RL16·4 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-20
PT 2 IS LIMITED IN DEPTH TO RL16·4 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-21
PT 2 IS LIMITED IN DEPTH TO RL14·9 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-22
PT 2 IS LIMITED IN DEPTH TO RL16·05 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-23
PT 1 IS LIMITED IN DEPTH TO RL13·85 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-24
PT 2 IS LIMITED IN DEPTH TO RL13·85 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-25
PT 1 IS LIMITED IN DEPTH TO RL16·05 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-26
PT 2 IS LIMITED IN DEPTH TO RL17·45 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-27
PT 1 IS LIMITED IN DEPTH TO RL16·8 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-28
PT 1 IS LIMITED IN DEPTH TO RL17·45 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-29
PT 2 IS LIMITED IN DEPTH TO RL17·3 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-30
PT 1 IS LIMITED IN DEPTH TO RL16·57 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-31
PT 1 IS LIMITED IN DEPTH TO RL17·25 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-32
PT 1 IS LIMITED IN DEPTH TO RL16·9 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-33
PT 2 IS LIMITED IN DEPTH TO RL15·85 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-34
PT 1 IS LIMITED IN DEPTH TO RL16·13 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE GL-35
PT 2 IS LIMITED IN DEPTH TO RL18·2 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

LEVEL 1

NOTE L1-1
PT 2 IS LIMITED IN DEPTH TO RL21·35 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES L1-2 & L1-3
PT 1 IS LIMITED IN DEPTH TO RL21·35 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE L1-4
PT 2 IS LIMITED IN DEPTH TO RL21·65 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES L1-5, L1-6, L1-7 & L1-8
PT 1 IS LIMITED IN DEPTH TO RL21·35 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE L1-9
PT 2 IS LIMITED IN DEPTH TO RL22·3 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTE L1-10
PT 2 IS LIMITED IN DEPTH TO RL21·15 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES L1-11, L1-12, L1-13, L1-14, L1-15, L1-16 & L1-17
PT 1 IS LIMITED IN DEPTH TO RL21·15 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

LEVEL 2

NOTES L2-1 & L2-2
PT 1 IS LIMITED IN DEPTH TO RL24·7 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES L2-3, L2-4, L2-5, L2-7 & L2-8
PT 2 IS LIMITED IN DEPTH TO RL24·7 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 2 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES L2-6
PT 1 IS LIMITED IN DEPTH TO RL25·55 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES L2-9
PT 1 IS LIMITED IN DEPTH TO RL23·6 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES L2-10
PT 1 IS LIMITED IN DEPTH TO RL22·75 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES L2-11
PT 1 IS LIMITED IN DEPTH TO RL23·8 AND IS LIMITED IN HEIGHT TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE LOT ABOVE PT 1 AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS.

LEVEL 3 & ABOVE

NOTES L3-1 & L3-2
PT 1 IS LIMITED IN DEPTH TO RL27·75 AND IS UNLIMITED IN HEIGHT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

NOTES L3-3, L3-4 & L3-5
PT 2 IS LIMITED IN DEPTH TO RL27·75 AND IS UNLIMITED IN HEIGHT AS SHOWN ON THE PLANS, DIAGRAMS & SECTIONS

ROAD WIDENING LOWER STRATUM LIMITS (DP1235895)

NOTE RW-3
THE ROAD WIDENING IS LIMITED IN DEPTH TO RL17·1

NOTES RW-4 & RW-5
THE ROAD WIDENING IS LIMITED IN DEPTH TO THE LEVEL &\OR INCLINED PLANES THAT DEFINE THE LOWER STRATUM LIMIT OF THE ROAD WIDENING

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Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 21/05/2018
Surveyor's Ref: 124821-DWHY-STRATUM

PLAN OF
SUBDIVISION OF LOT 100 DP 1235895

LGA: NORTHERN BEACHES
Locality: DEE WHY
Subdivision No: SC2018/0050

Lengths are in metres Reduction Ratio N/A

Registered
29.08.2018

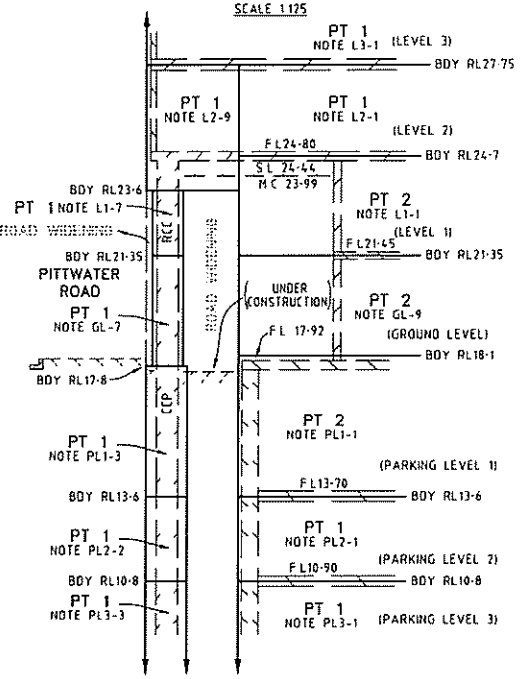
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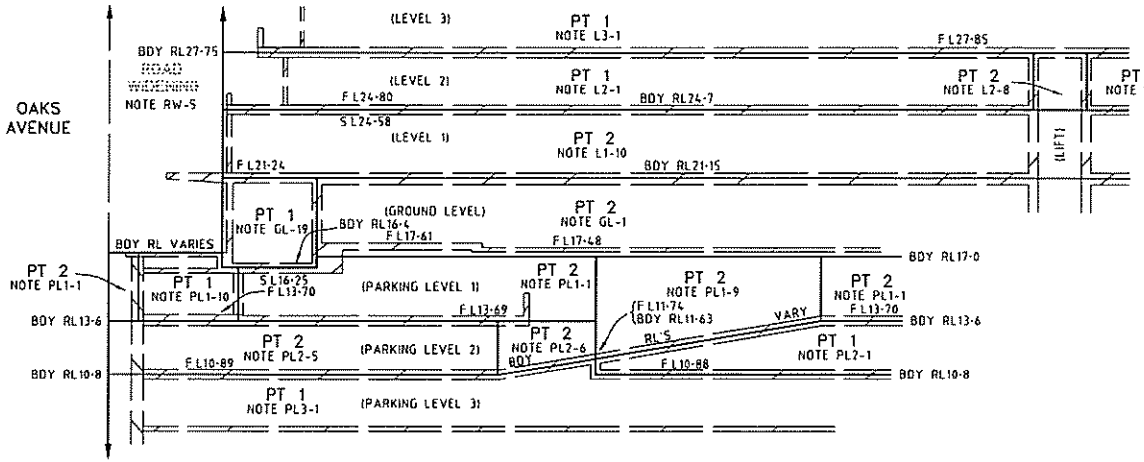
EASEMENT NOTATIONS

EASEMENT FOR ACCESS (ENTIRE LOT) AFFECTS THE WHOLE OF LOTS 1 & 2
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EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL LOBBY 'B' PORTAL ENTRY AWNING (ENTIRE LOT) AFFECTS THE WHOLE OF LOT 2

SECTION 'F'–'F'
SCALE 1:125



SECTION 'B'–'B'
SCALE 1:200



CCP DENOTES CONCRETE PILE
RCC DENOTES ROUND CONCRETE COLUMN
F L DENOTES CONCRETE FLOOR LEVEL (APPROX.)
S L DENOTES CONCRETE SOFFIT LEVEL (APPROX.)
M C DENOTES SUSPENDED METAL CLADDING SOFFIT LEVEL (APPROX.)

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio N/A	Registered 29.08.2018	DP1241568

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES

SEE SHEET 3 FOR EASEMENT NOTATIONS

└ DENOTES BEND IN STRATUM BOUNDARY
(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

PARKING LEVEL 3 & BELOW
SCALE 1:400

(EE1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

HOWARD AVENUE

PITTWATER ROAD

OAKS AVENUE

PT 1 (1·42ha) NOTE PL3-1 4·408ha

PT 2 (18·9m²) NOTE PL3-5

PT 2 (8·2m²) NOTE PL3-7

PT 2 (7·9m²) NOTE PL3-8

PT 2 (10·9m²) NOTE PL3-9

PT 2 (7·1m²) NOTE PL3-6

(EE2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

DIAGRAM PL3-1
SCALE 1:100

DIAGRAM PL3-2
SCALE 1:100

DIAGRAM PL3-3
SCALE 1:100

DIAGRAM PL3-4
SCALE 1:100

DIAGRAM PL3-5
SCALE 1:100

CB DENOTES CONCRETE BLOCK
CW DENOTES CONCRETE WALL
(RLP) DENOTES RETAIL LIFT PIT

Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 21/05/2018
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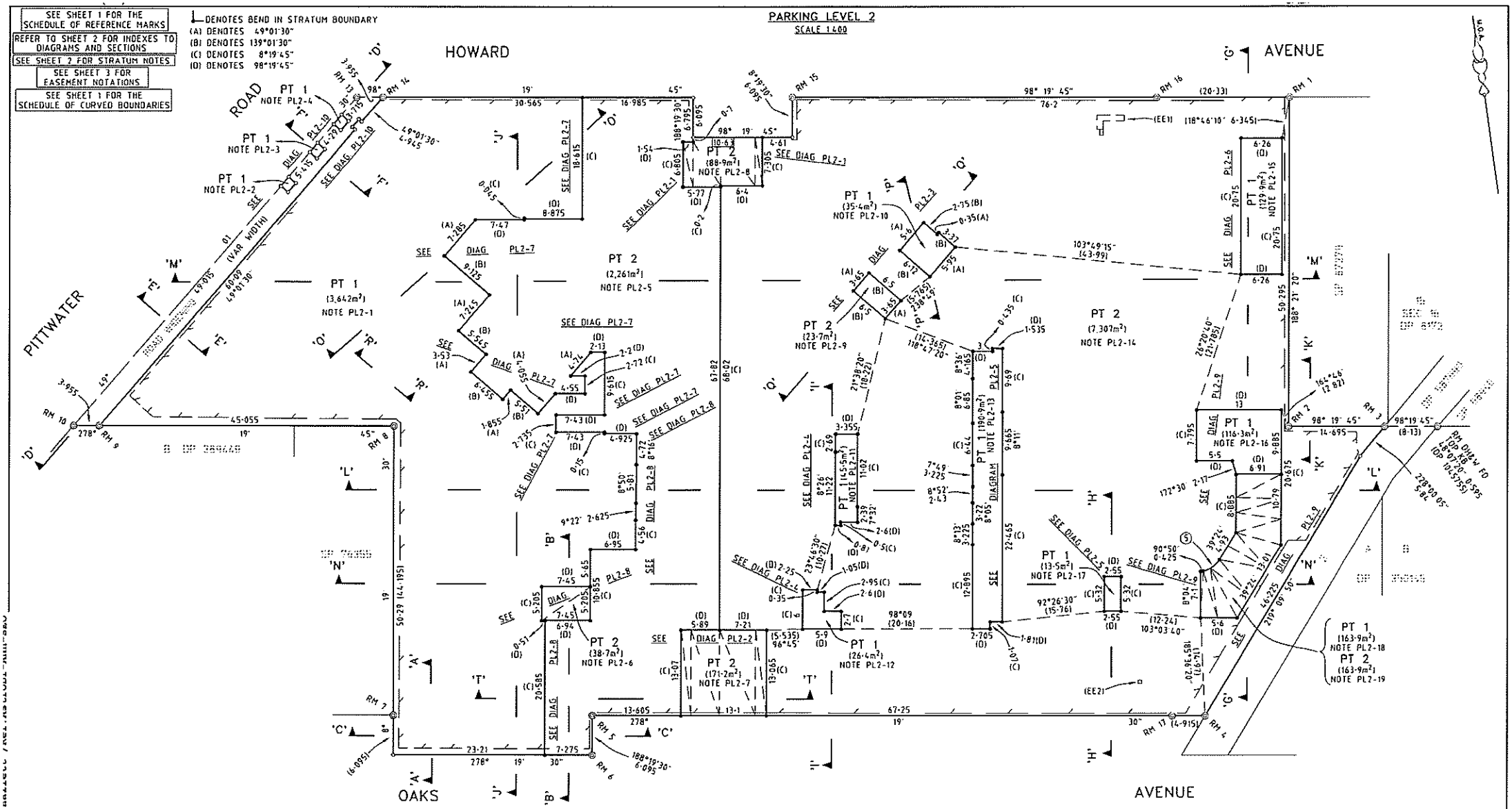
PLAN OF
SUBDIVISION OF LOT 100 DP 1235895

LGA: NORTHERN BEACHES
Locality: DEE WHY
Subdivision No: SC2018/0050

Lengths are in metres Reduction Ratio SEE SHEET

Registered
29.08.2018

DP1241568



Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

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└ DENOTES BEND IN STRATUM BOUNDARY
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

DIAGRAM PL2–1
SCALE 1:100

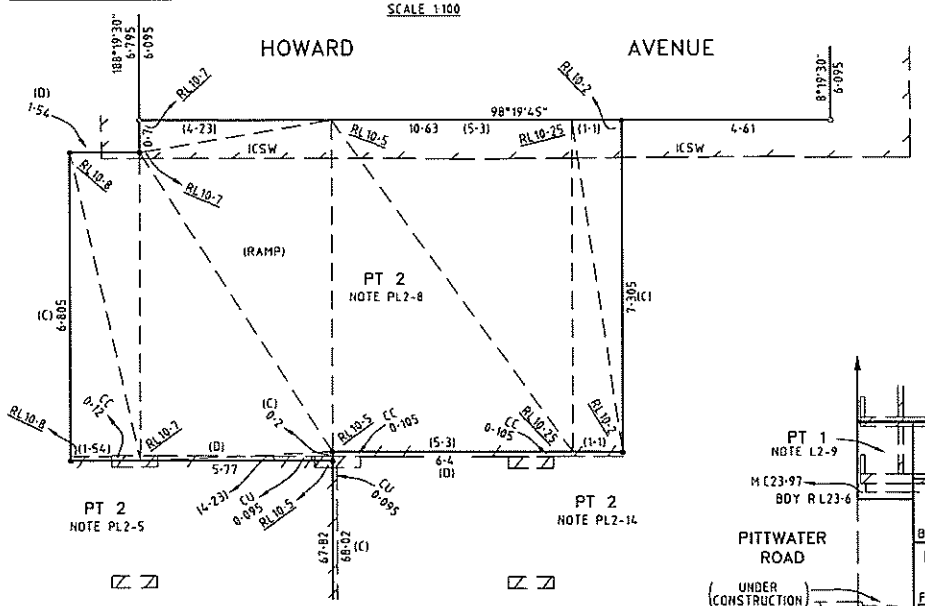
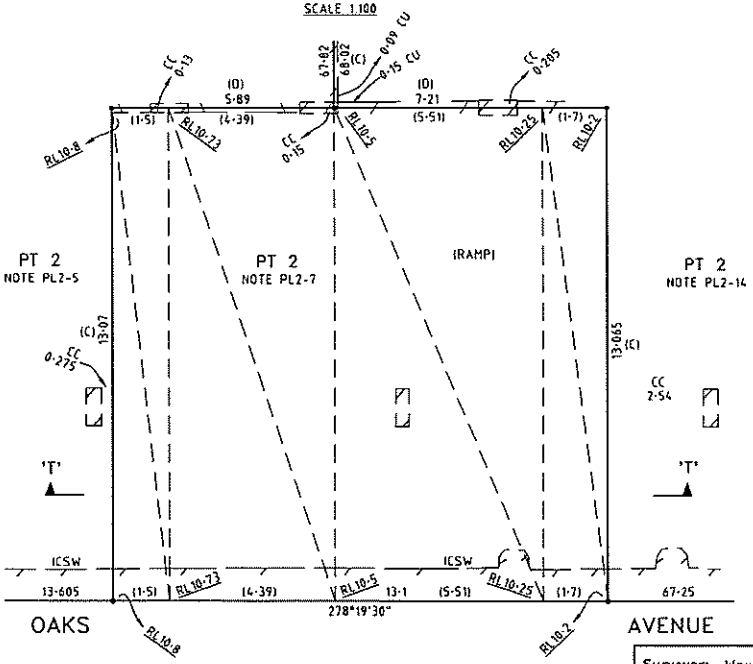
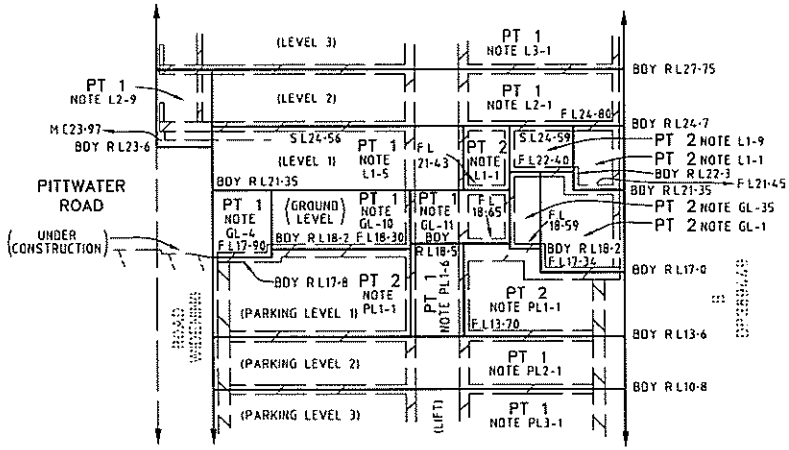


DIAGRAM PL2–2
SCALE 1:100



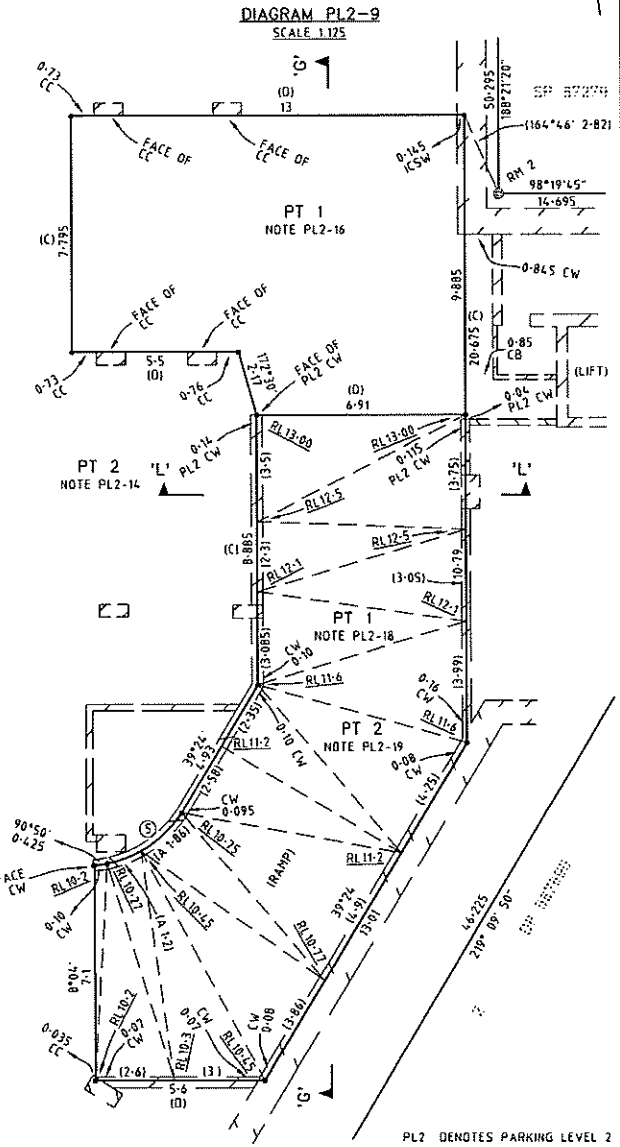
CC DENOTES CONCRETE COLUMN
CU DENOTES CONCRETE UPTURN
ICSW DENOTES IRREGULAR CONCRETE SHORING WALL

SECTION 'E'–'E'
SCALE 1:200



MC DENOTES SUSPENDED METAL CLADDING SOFFIT LEVEL (APPROX)
FL DENOTES CONCRETE FLOOR LEVEL (APPROX)
SL DENOTES CONCRETE SOFFIT LEVEL (APPROX)

DIAGRAM PL2–9
SCALE 1:125



PL2 DENOTES PARKING LEVEL 2

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES

SEE SHEET 3 FOR EASEMENT NOTATIONS

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

└ DENOTES BEND IN STRATUM BOUNDARY

CB DENOTES CONCRETE BLOCK
CC DENOTES CONCRETE COLUMN
CSD DENOTES CONCRETE SOFFIT DOWNTURN

CW DENOTES CONCRETE WALL
ICSW DENOTES IRREGULAR CONCRETE SHORING WALL
MF DENOTES METAL FRAME
MW DENOTES METAL WALL 0·05 WIDE
MP DENOTES METAL POST

DIAGRAM PL2-3
SCALE 1:125

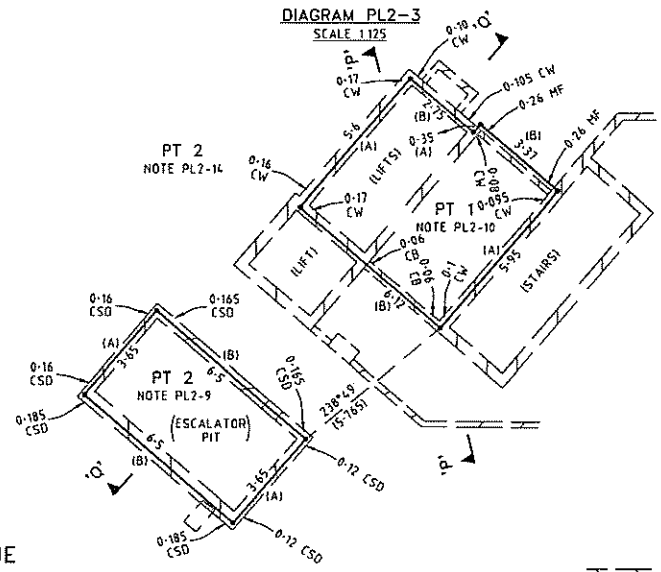


DIAGRAM PL2-8
SCALE 1:150

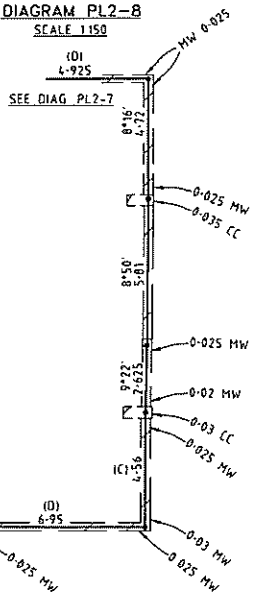


DIAGRAM PL2-4
SCALE 1:125

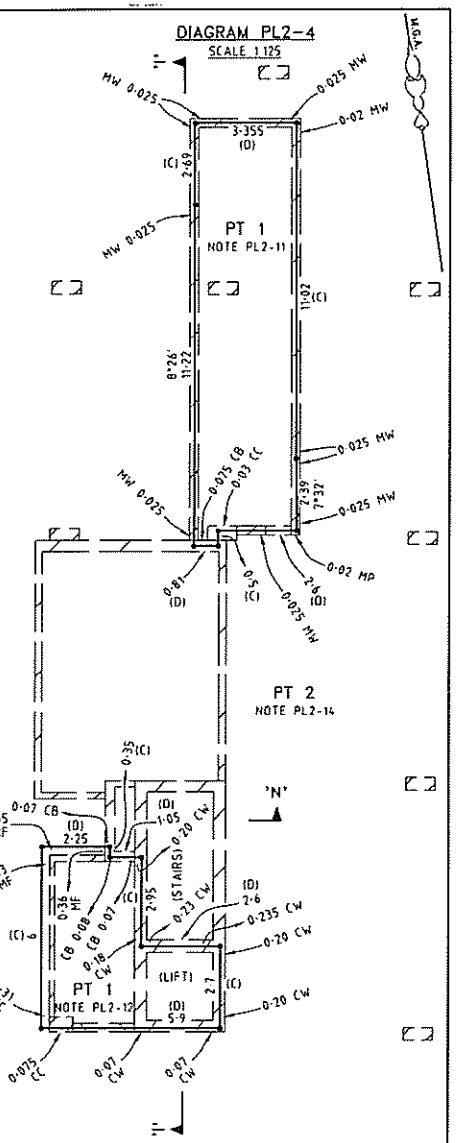
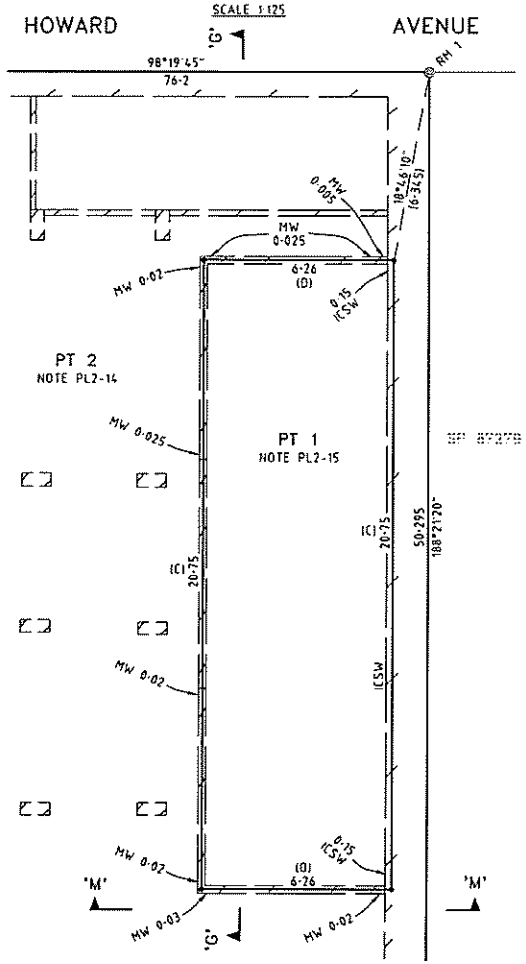
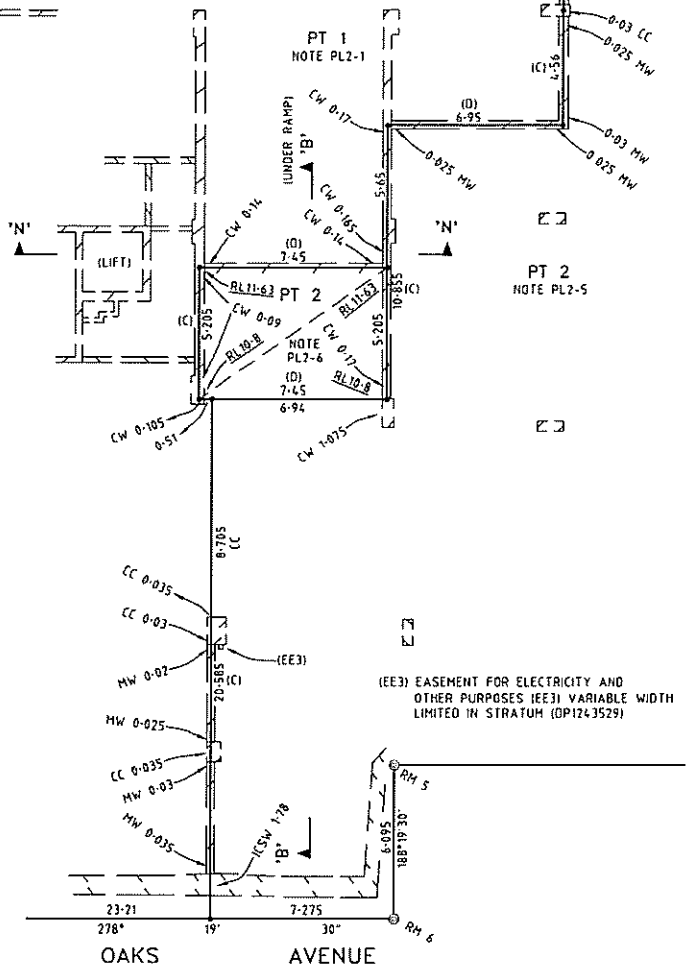


DIAGRAM PL2-6
SCALE 1:125





(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 21/05/2018
Surveyor's Ref: 124821-DWHY-STRATUM

PLAN OF
SUBDIVISION OF LOT 100 DP 1235895

LGA: NORTHERN BEACHES
Locality: DEE WHY
Subdivision No: SC2018/0050

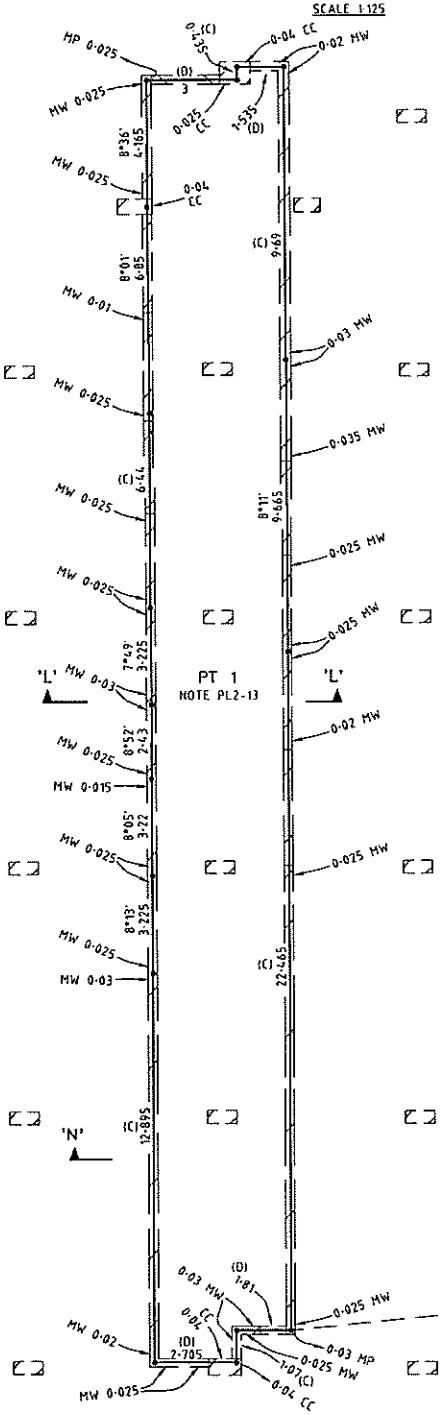
Lengths are in metres Reduction Ratio SEE SHEET

Registered
29.08.2018

DP1241568

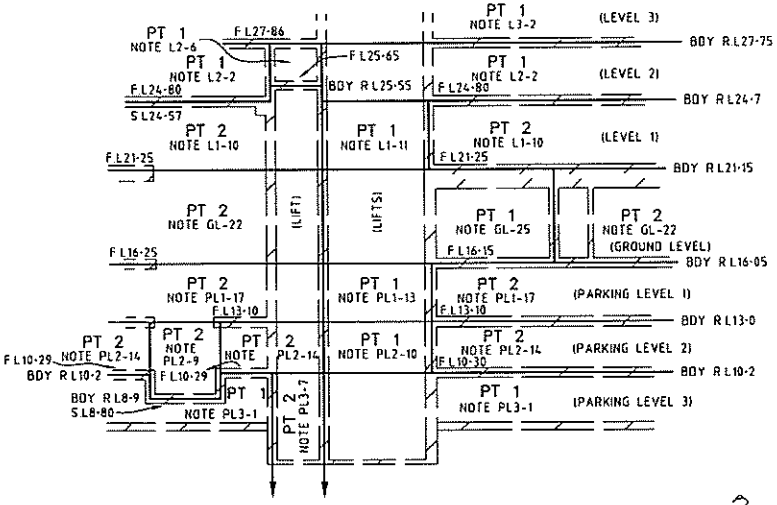
DIAGRAM PL2-5

SCALE 1:125



SECTION 'O'–'O'

SCALE 1:200



REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES

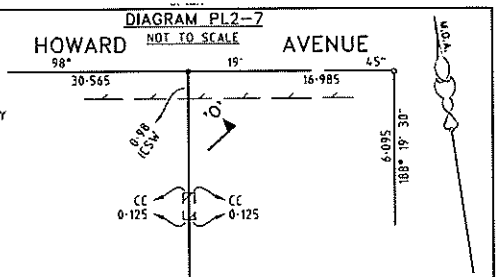
SEE SHEET 3 FOR EASEMENT NOTATIONS

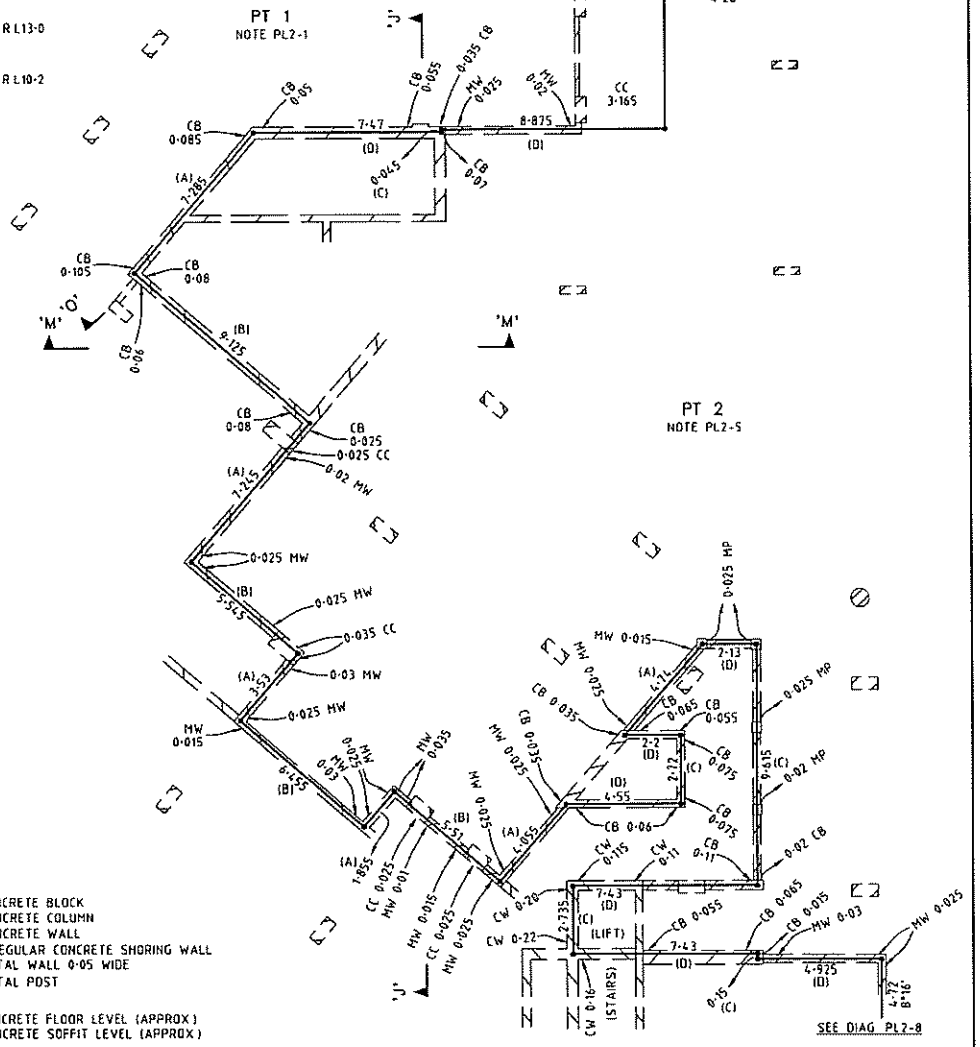
└ DENOTES BEND IN STRATUM BOUNDARY

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

DIAGRAM PL2-7

NOT TO SCALE





CB DENOTES CONCRETE BLOCK
CC DENOTES CONCRETE COLUMN
CW DENOTES CONCRETE WALL
ICSW DENOTES IRREGULAR CONCRETE SHORING WALL
MW DENOTES METAL WALL 0·05 WIDE
MP DENOTES METAL POST

F L DENOTES CONCRETE FLOOR LEVEL (APPROX)
S L DENOTES CONCRETE SOFFIT LEVEL (APPROX)

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES

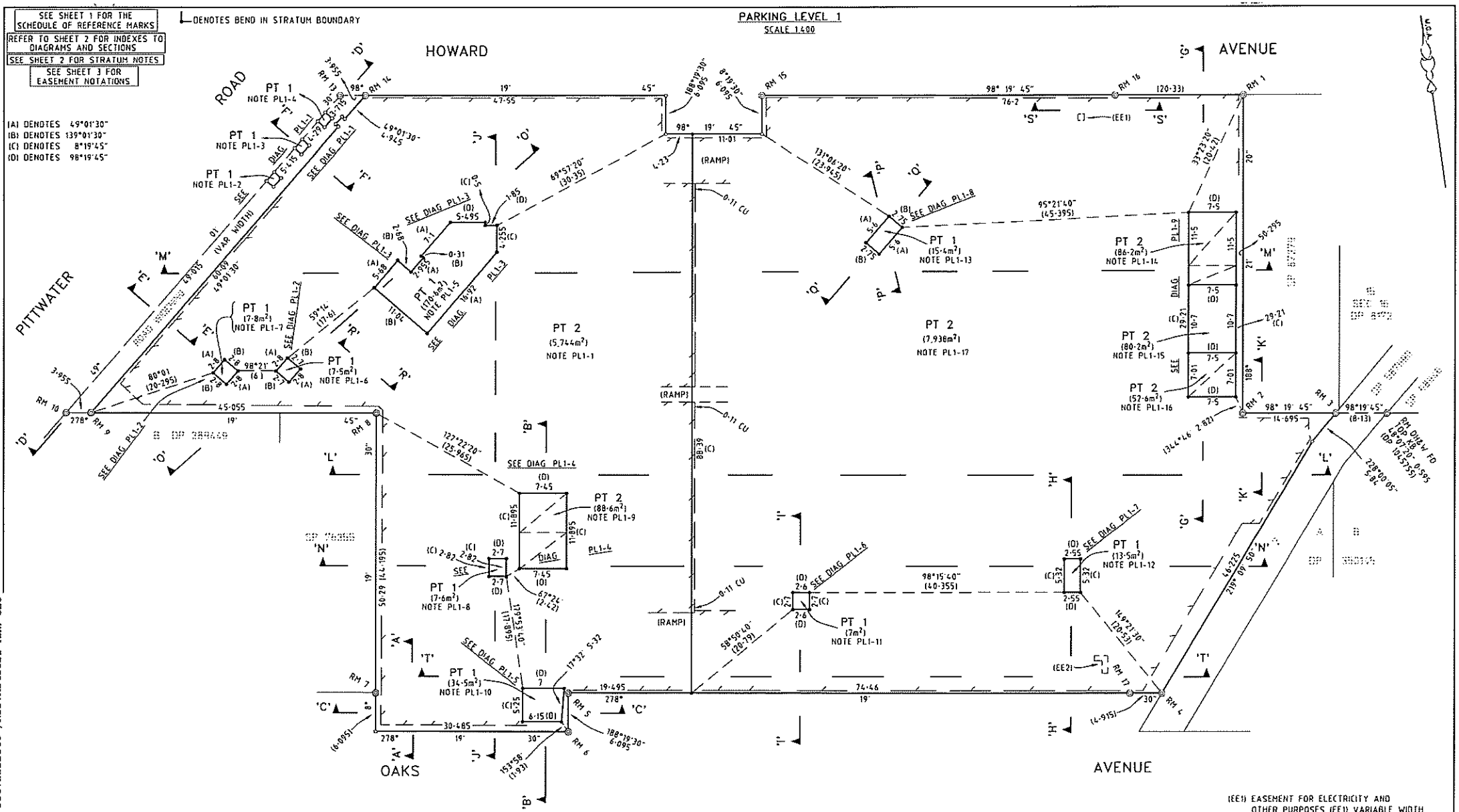
SEE SHEET 3 FOR EASEMENT NOTATIONS

└ DENOTES BEND IN STRATUM BOUNDARY

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

PARKING LEVEL 1

SCALE 1:400



(EE1) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE1) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

(EE2) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE2) VARIABLE WIDTH LIMITED IN STRATUM (DP1243529)

CU DENOTES CONCRETE UPTURN

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES

SEE SHEET 3 FOR EASEMENT NOTATIONS

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

DENOTES BEND IN STRATUM BOUNDARY

DIAGRAM PL1–3
SCALE 1:150

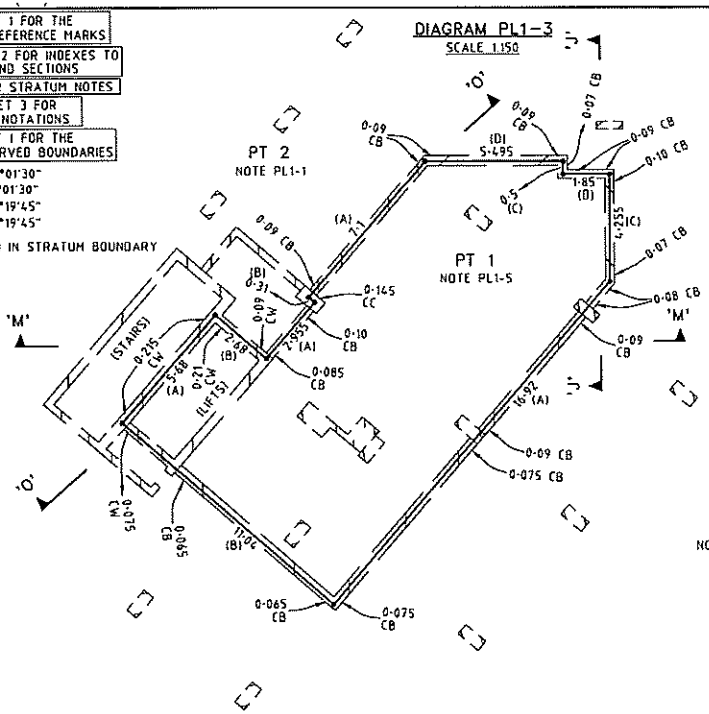


DIAGRAM PL1–5
SCALE 1:150

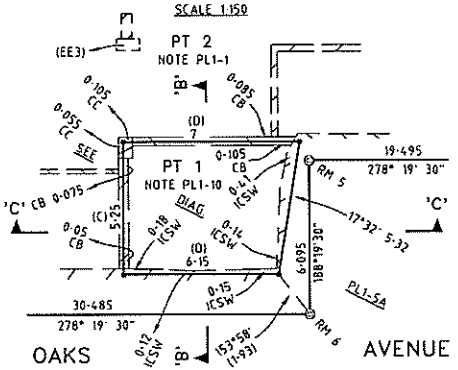


DIAGRAM PL1–5A
SCALE 1:150

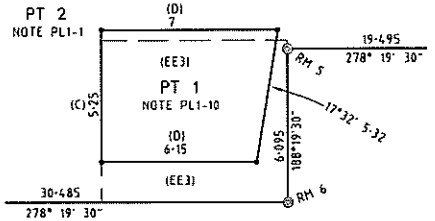


DIAGRAM PL1–7
SCALE 1:150

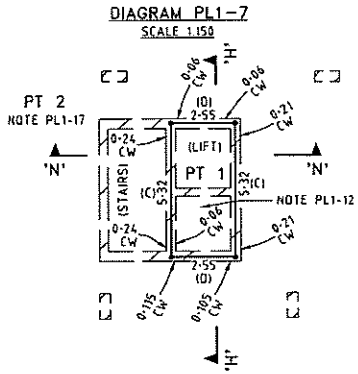


DIAGRAM PL1–9
SCALE 1:150

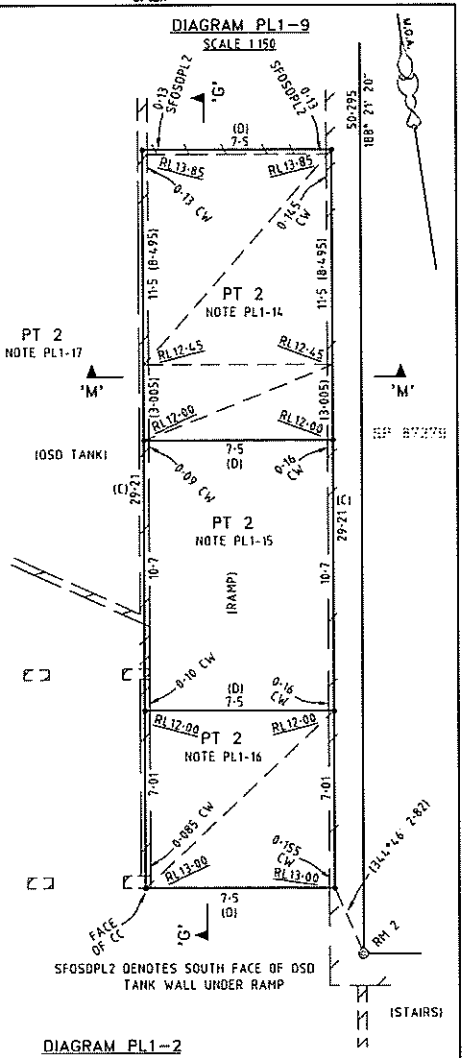


DIAGRAM PL1–4
SCALE 1:150

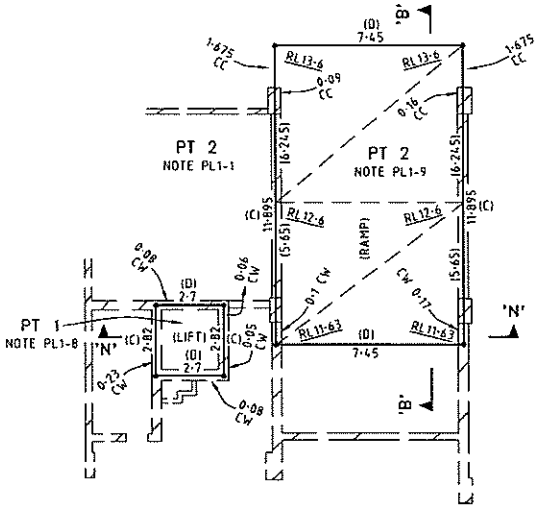


DIAGRAM PL1–8
SCALE 1:150

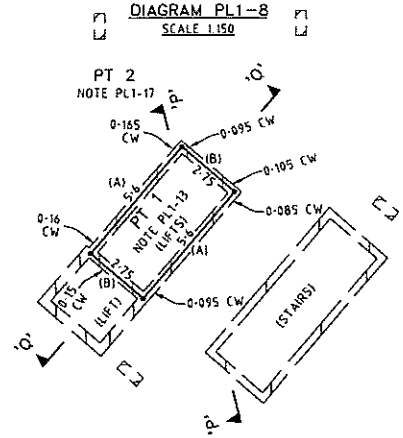


DIAGRAM PL1–6
SCALE 1:150

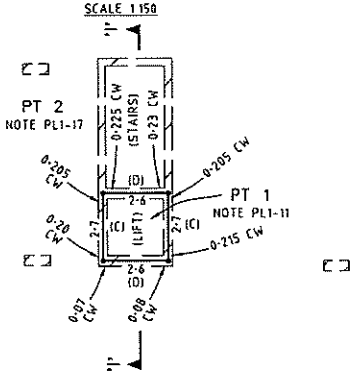
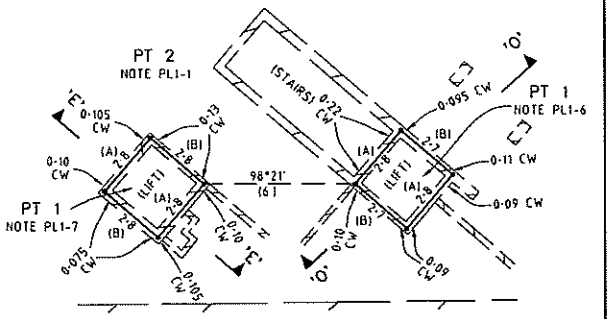


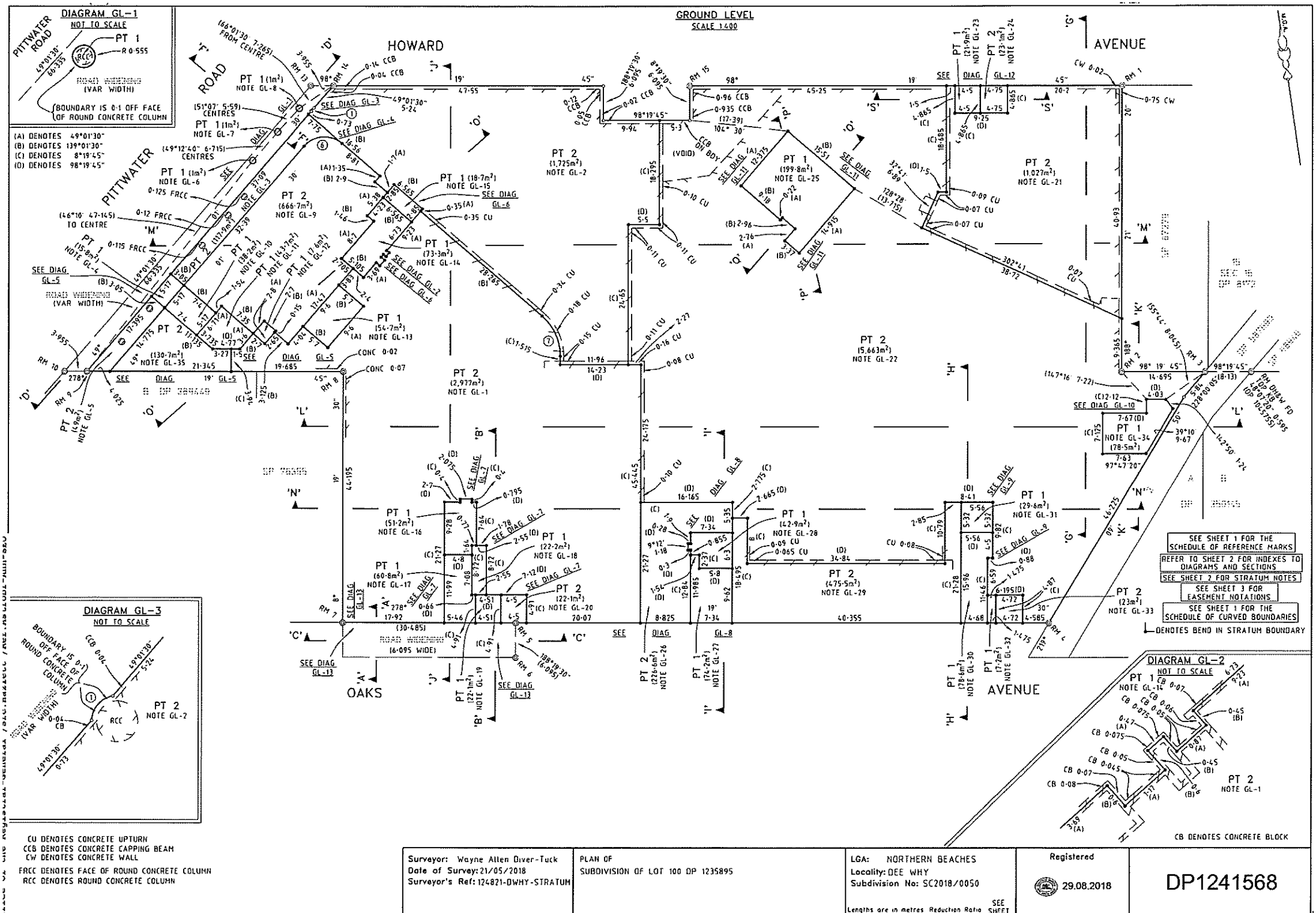
DIAGRAM PL1–2
SCALE 1:150



CB DENOTES CONCRETE BLOCK
CC DENOTES CONCRETE COLUMN
CW DENOTES CONCRETE WALL

(EE3) EASEMENT FOR ELECTRICITY AND OTHER PURPOSES (EE3) VARIABLE WIDTH LIMITED IN STRATUM IDP1243529|

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568



Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES

SEE SHEET 3 FOR EASEMENT NOTATIONS

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

└ DENOTES BEND IN STRATUM BOUNDARY
(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

DIAGRAM GL–10

SCALE 1:125

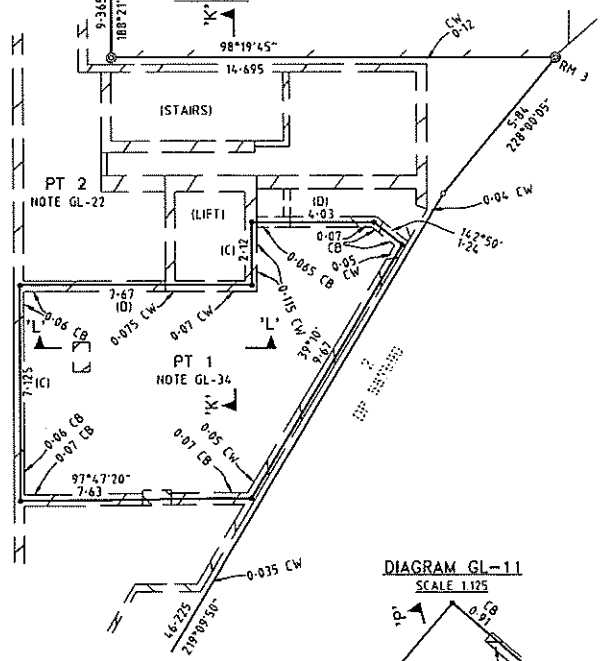


DIAGRAM GL–12

SCALE 1:125

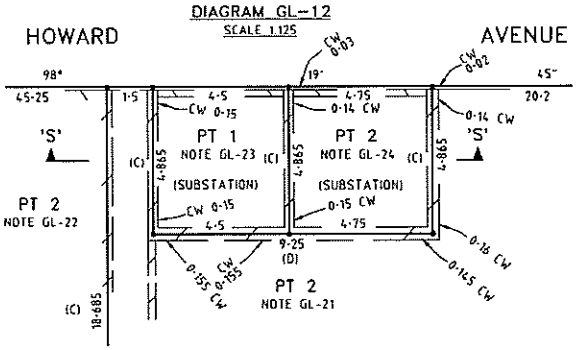


DIAGRAM GL–8

NOT TO SCALE

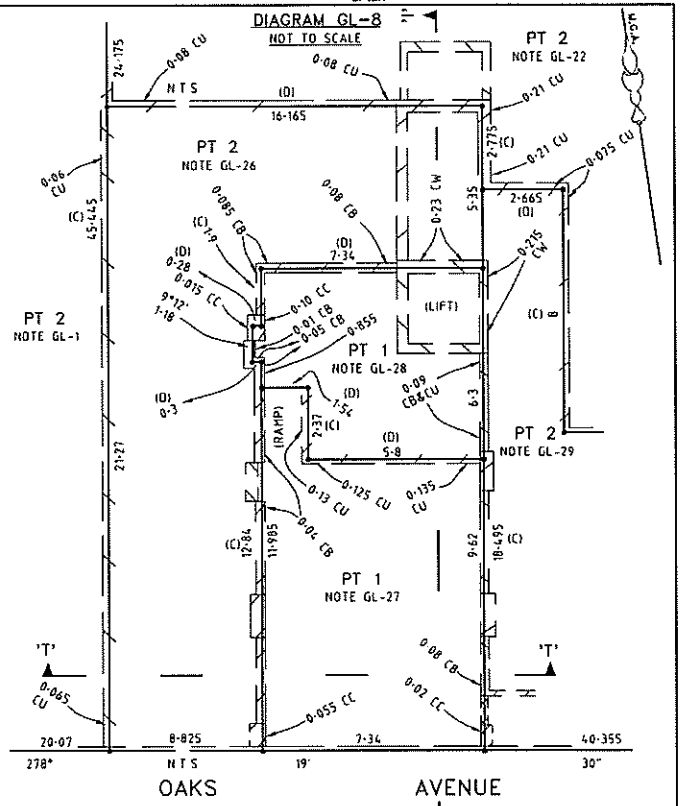


DIAGRAM GL–7

SCALE 1:125

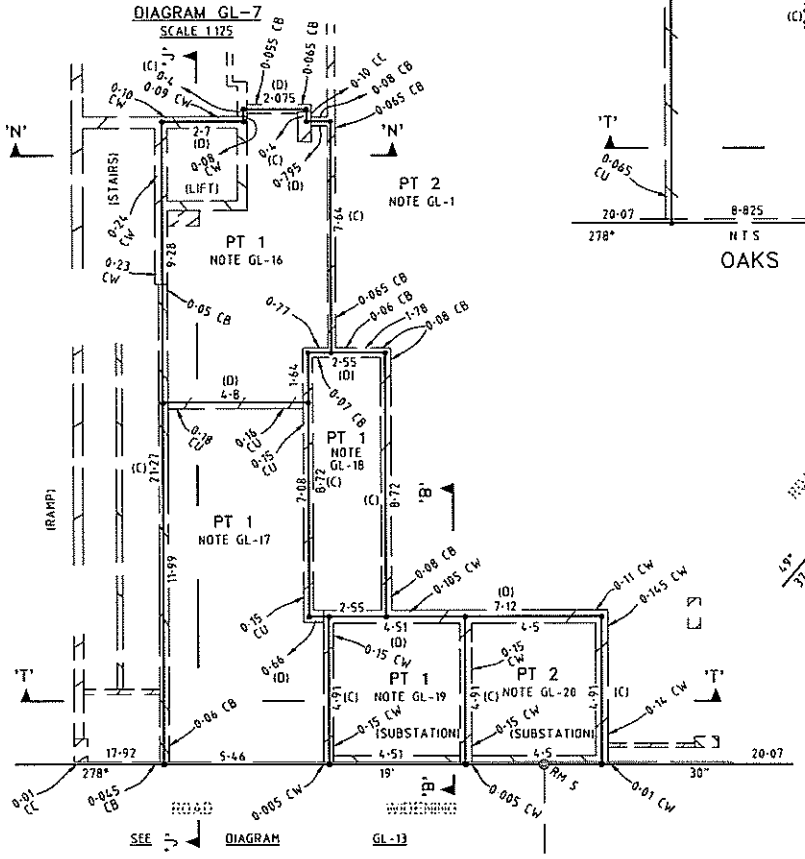


DIAGRAM GL–11

SCALE 1:125

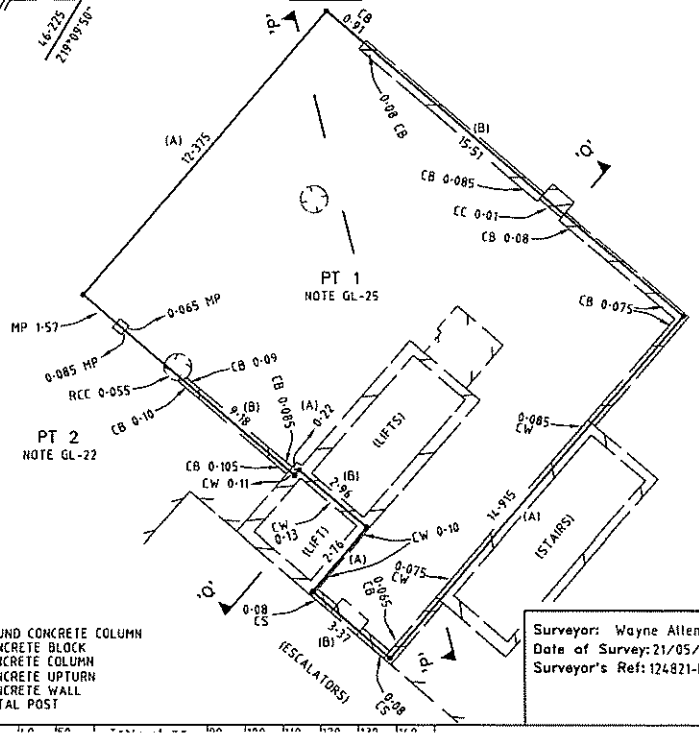
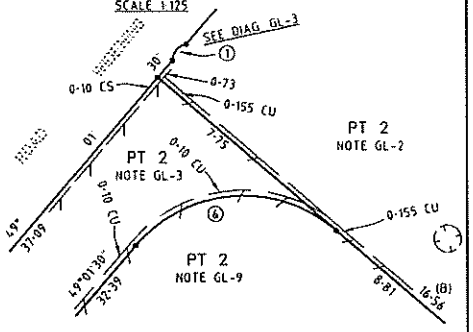


DIAGRAM GL–4

SCALE 1:125



RCC DENOTES ROUND CONCRETE COLUMN
CB DENOTES CONCRETE BLOCK
CC DENOTES CONCRETE COLUMN
CU DENOTES CONCRETE UPTURN
CW DENOTES CONCRETE WALL
MP DENOTES METAL POST

Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 21/05/2018
Surveyor's Ref: 124821-DWHY-STRATUM

PLAN OF
SUBDIVISION OF LOT 100 DP 1235895

LGA: NORTHERN BEACHES
Locality: DEE WHY
Subdivision No: SC2018/0050
Lengths are in metres Reduction Ratio SEE SHEET

Registered
29.08.2018

DP1241568

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

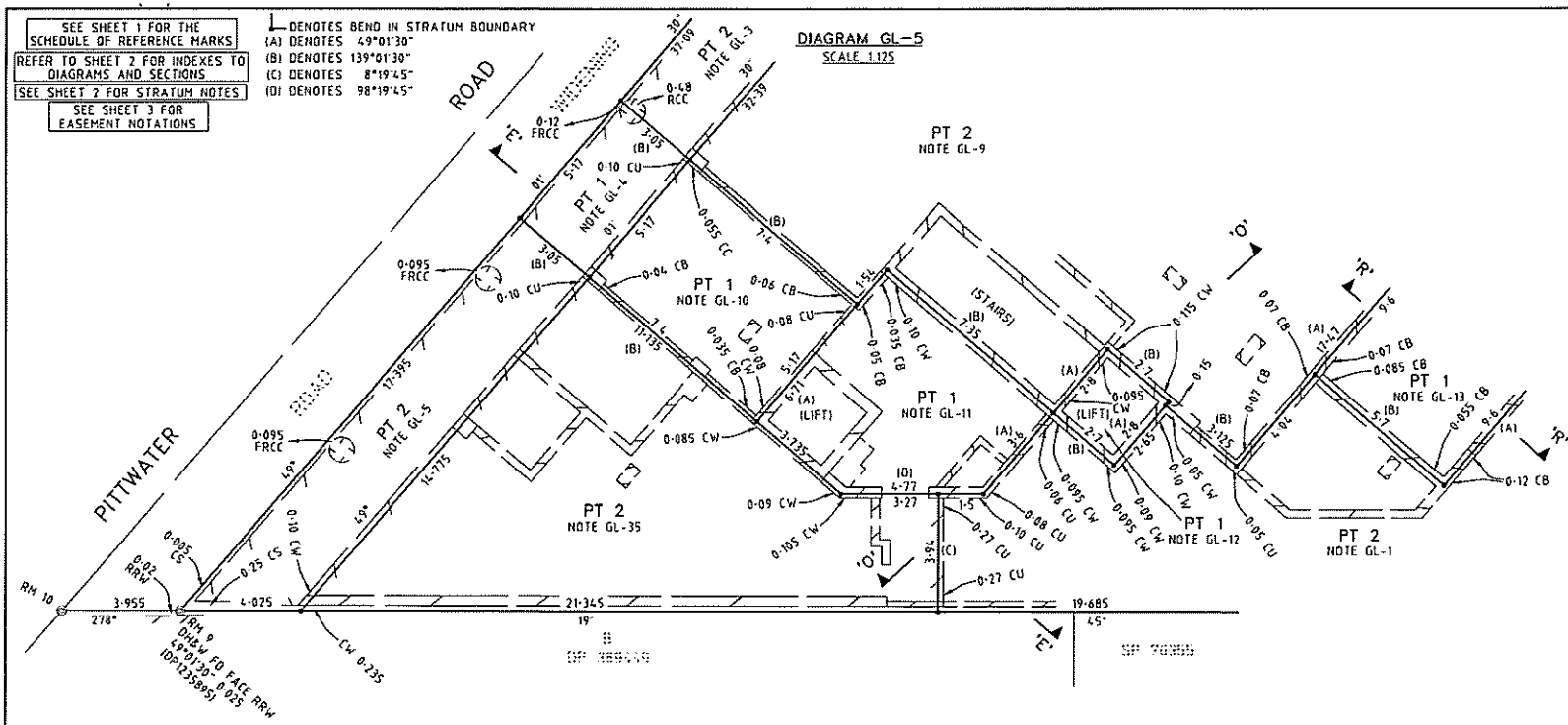
REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES

SEE SHEET 3 FOR EASEMENT NOTATIONS

L DENOTES BEND IN STRATUM BOUNDARY
(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

DIAGRAM GL–5
SCALE 1:125



RRW DENOTES RECENTLY RENDERED WALL
FRCC DENOTES FACE OF ROUND CONCRETE COLUMN
RCC DENOTES ROUND CONCRETE COLUMN

DIAGRAM GL–6
SCALE 1:125

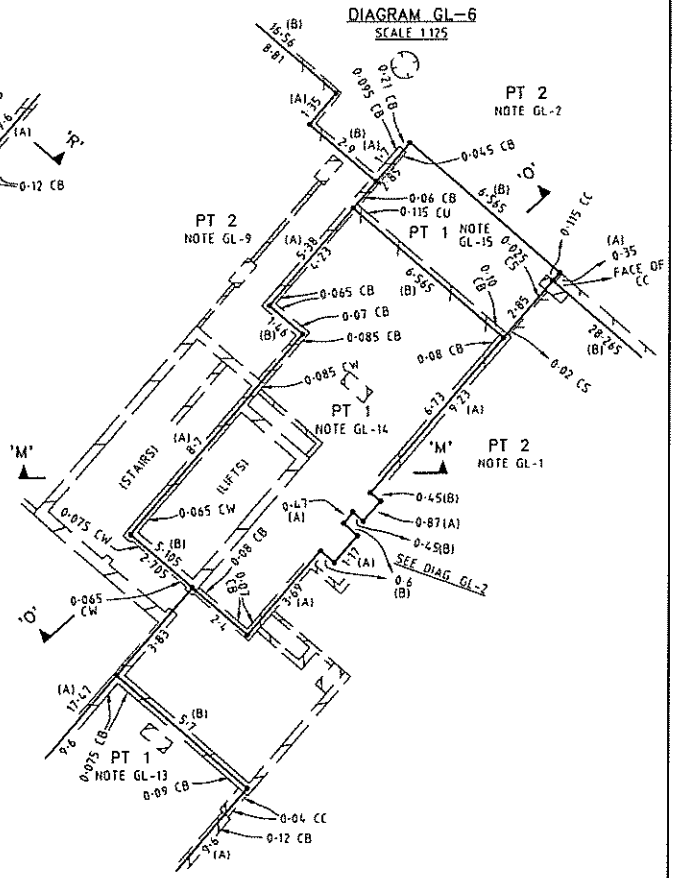
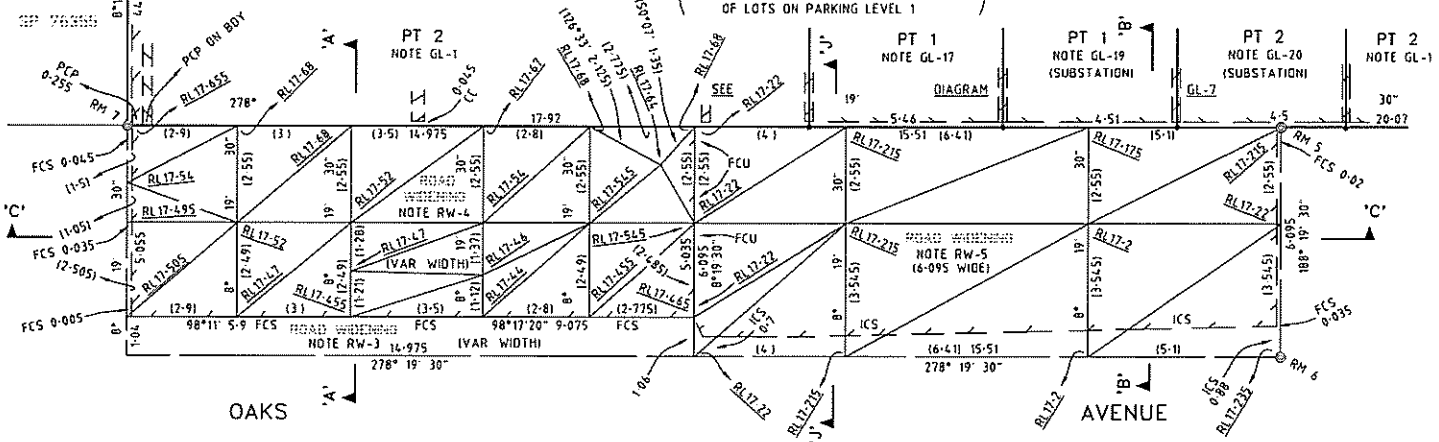


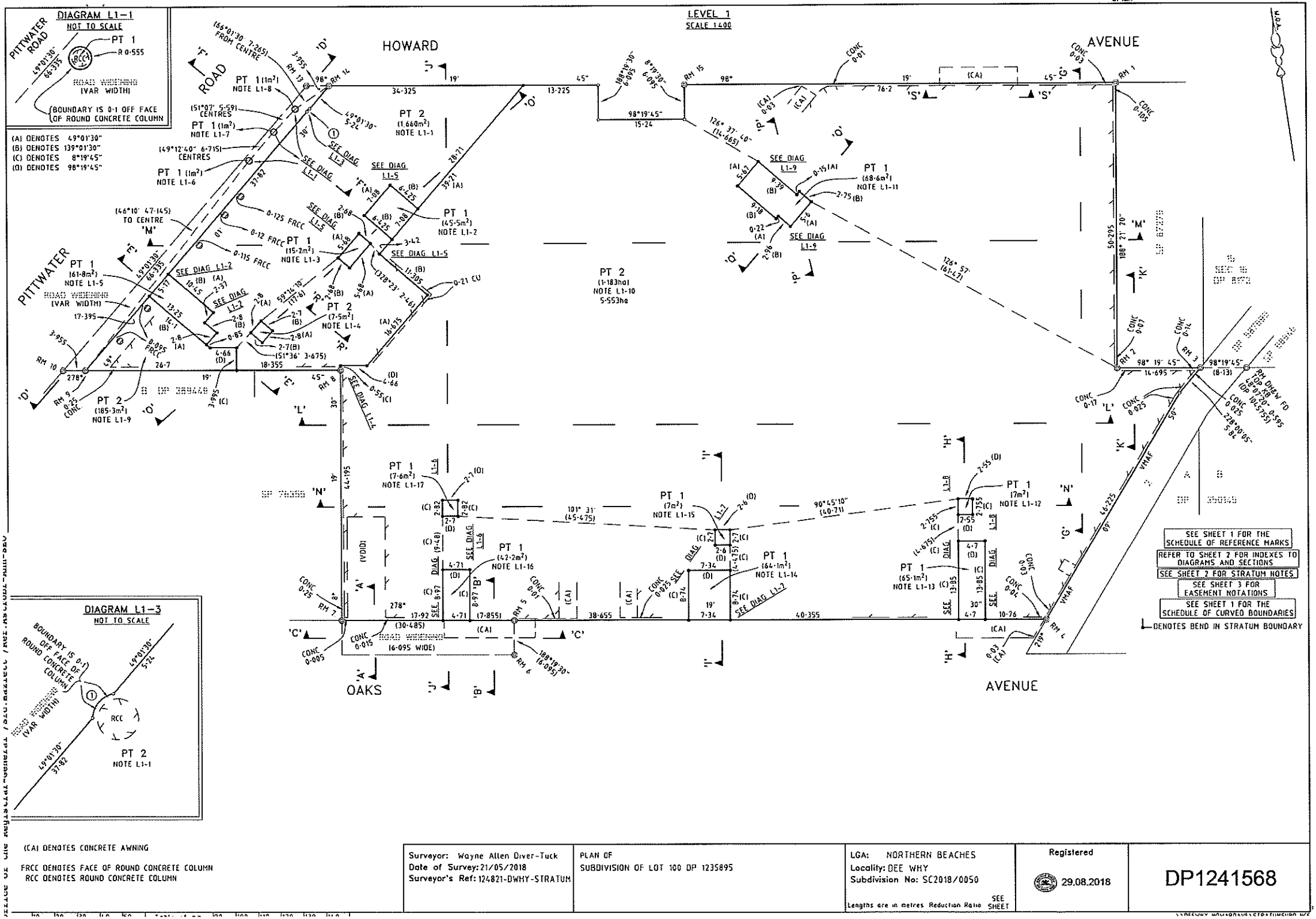
DIAGRAM GL–13
SCALE 1:100

(SHOWING THE DEFINITION OF STRATUM ROAD WIDENING BY DP1235895 FOR THE PURPOSE OF THE DEFINITION OF THE UPPER STRATUM LIMIT OF LOTS ON PARKING LEVEL 1)



CS DENOTES CONCRETE SLAB
CB DENOTES CONCRETE BLOCK
CC DENOTES CONCRETE COLUMN
ICS DENOTES IRREGULAR CONCRETE SLAB
FCU DENOTES FACE OF CONCRETE UPTURN
FCS DENOTES FACE OF CONCRETE SLAB
PCP DENOTES PRECAST CONCRETE PANEL

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio	SEE SHEET	Registered 29.08.2018	DP1241568



(CA) DENOTES CONCRETE AWNING

FRCC DENOTES FACE OF ROUND CONCRETE COLUMN
RCC DENOTES ROUND CONCRETE COLUMN

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

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SEE SHEET 2 FOR STRATUM NOTES

SEE SHEET 3 FOR EASEMENT NOTATIONS

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

└ DENOTES BEND IN STRATUM BOUNDARY
(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

DIAGRAM L1–2
SCALE 1:125

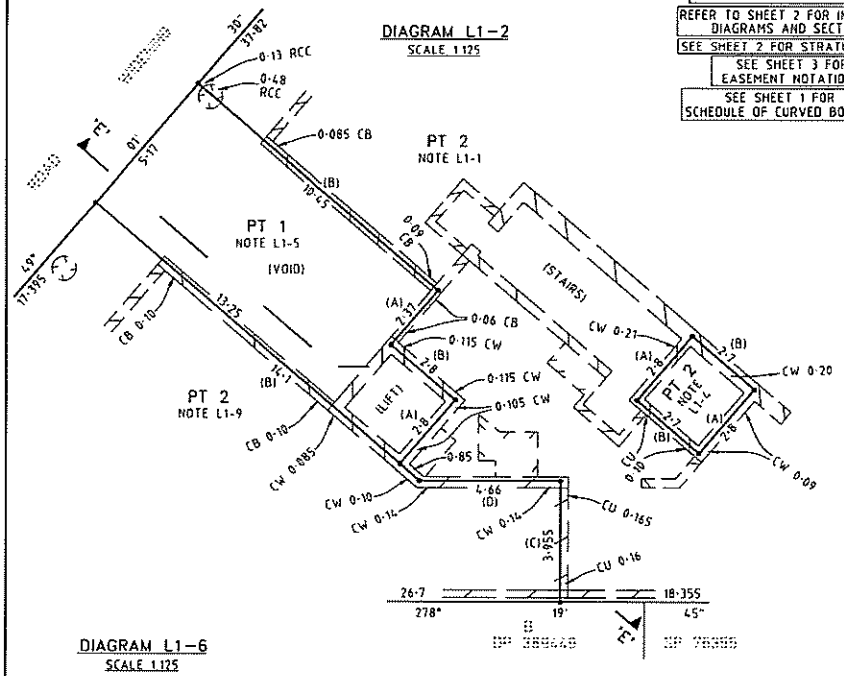


DIAGRAM L1–4
SCALE 1:125

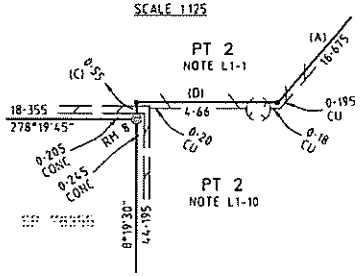


DIAGRAM L1–5
SCALE 1:125

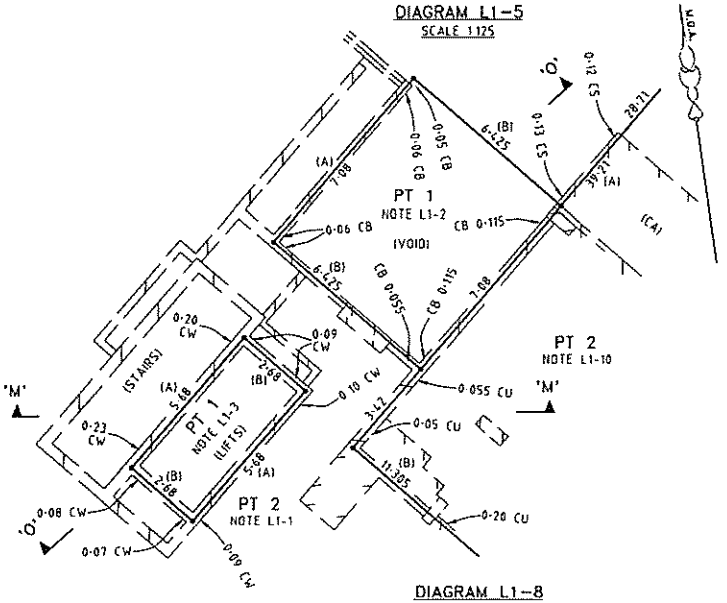


DIAGRAM L1–6
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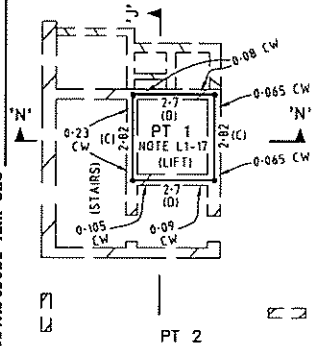


DIAGRAM L1–7
SCALE 1:125

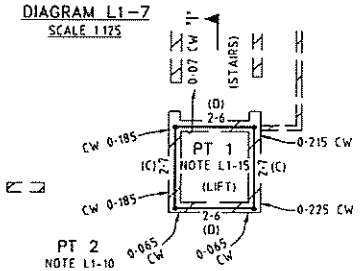


DIAGRAM L1–9
SCALE 1:125

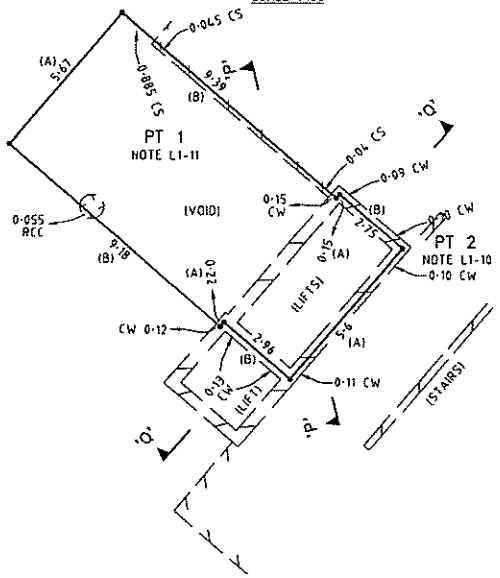
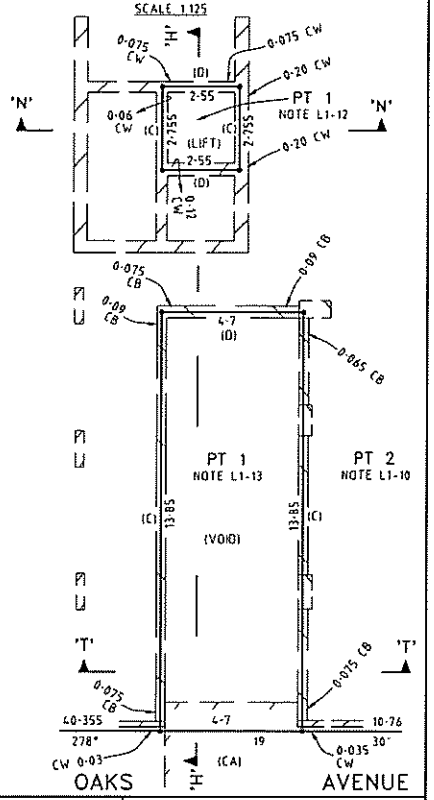
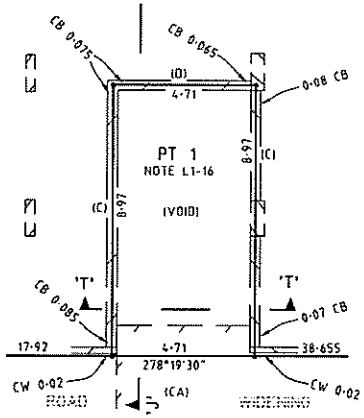
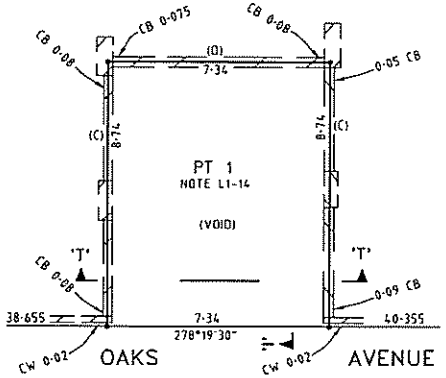


DIAGRAM L1–8
SCALE 1:125







CB DENOTES CONCRETE BLOCK
(CA) DENOTES CONCRETE AWNING
CW DENOTES CONCRETE WALL
CS DENOTES CONCRETE SLAB
CU DENOTES CONCRETE UPTURN
RCC DENOTES ROUND CONCRETE COLUMN

Surveyor: Wayne Allen Diver-Tuck
Date of Survey: 21/05/2018
Surveyor's Ref: 124821-DWHY-STRATUM

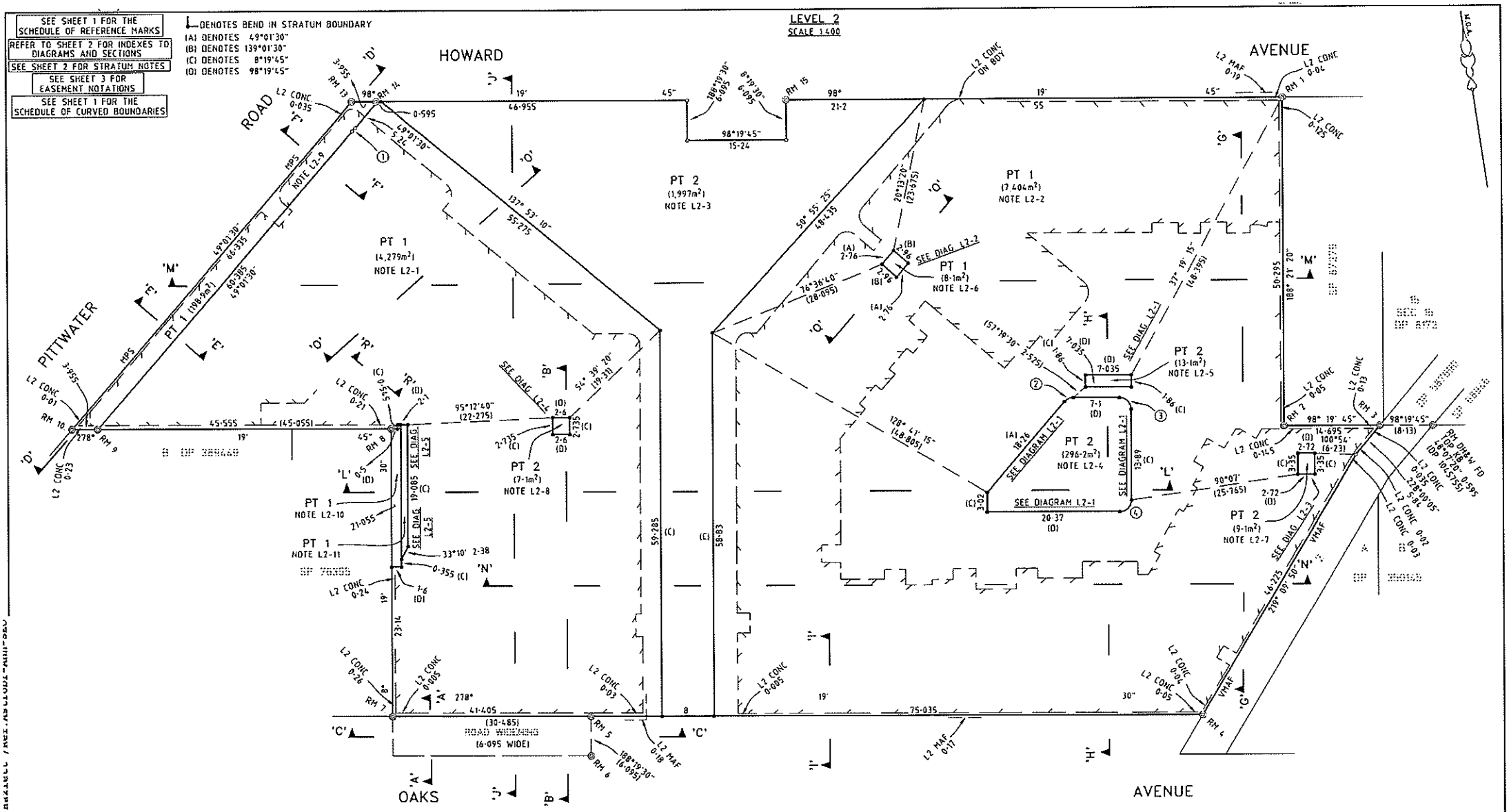
PLAN OF
SUBDIVISION OF LOT 100 DP 1235895

LGA: NORTHERN BEACHES
Locality: DEE WHY
Subdivision No: SC2018/0050

Lengths are in metres Reduction Ratio SEE SHEET

Registered
29.08.2018

DP1241568



L2 DENOTES LEVEL 2
MAF DENOTES METAL ARCHITECTURAL FEATURE
MPS DENOTES VARIOUS METAL PRIVACY SCREENS OVERHANG BOUNDARY ABOUT 0·05
VMAF DENOTES VARIOUS METAL ARCHITECTURAL FEATURES OVERHANG BOUNDARY ABOUT 0·17

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES

SEE SHEET 3 FOR EASEMENT NOTATIONS

SEE SHEET 1 FOR THE SCHEDULE OF CURVED BOUNDARIES

└ DENOTES BEND IN STRATUM BOUNDARY

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"
(C) DENOTES 8°19'45"
(D) DENOTES 98°19'45"

DIAGRAM L2-5

SCALE 1:125

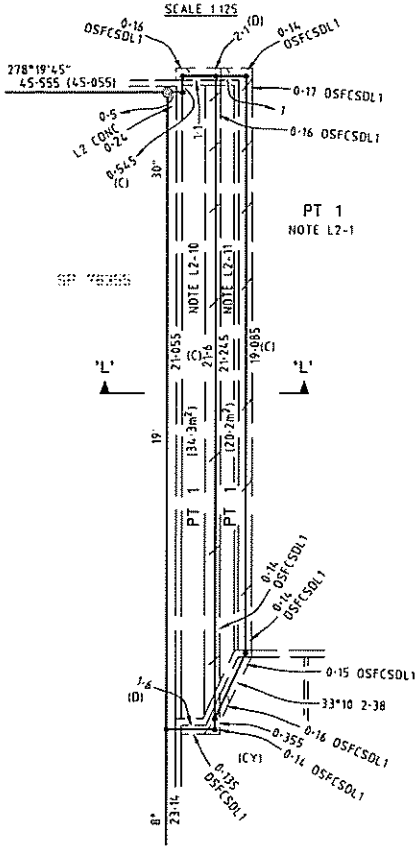


DIAGRAM L2-2

SCALE 1:125

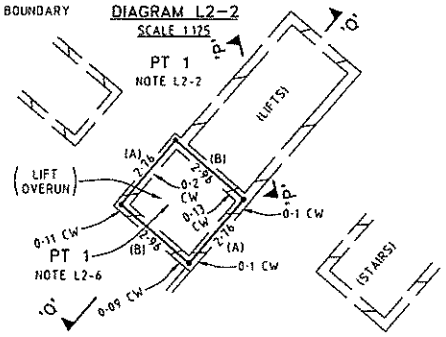


DIAGRAM L2-4

SCALE 1:125

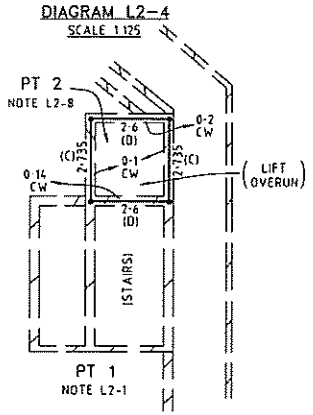


DIAGRAM GL-9

SCALE 1:125

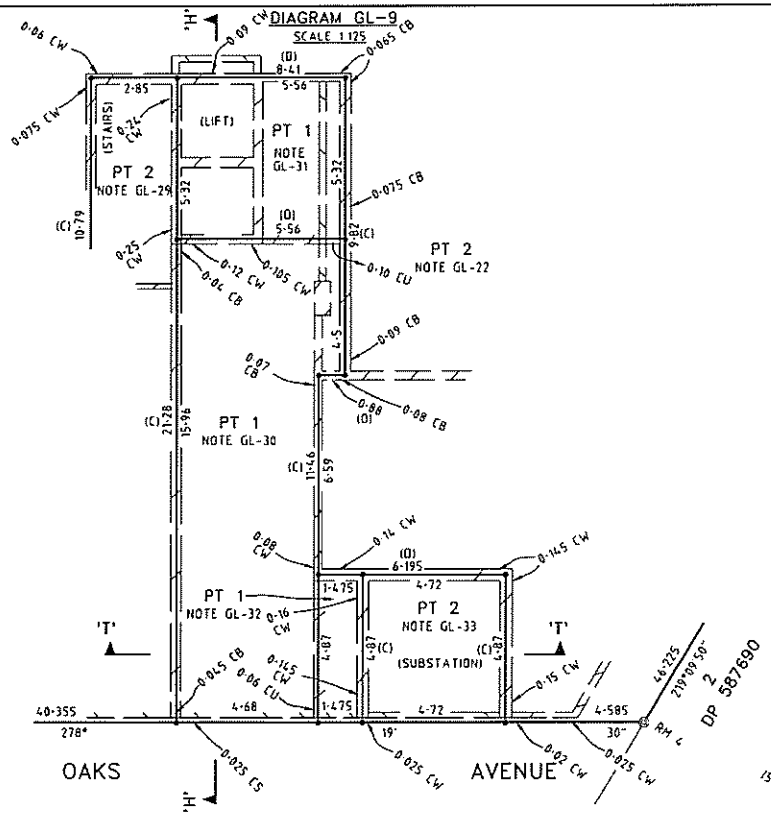
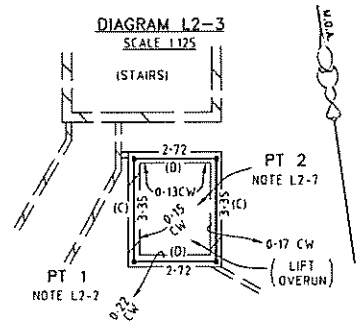


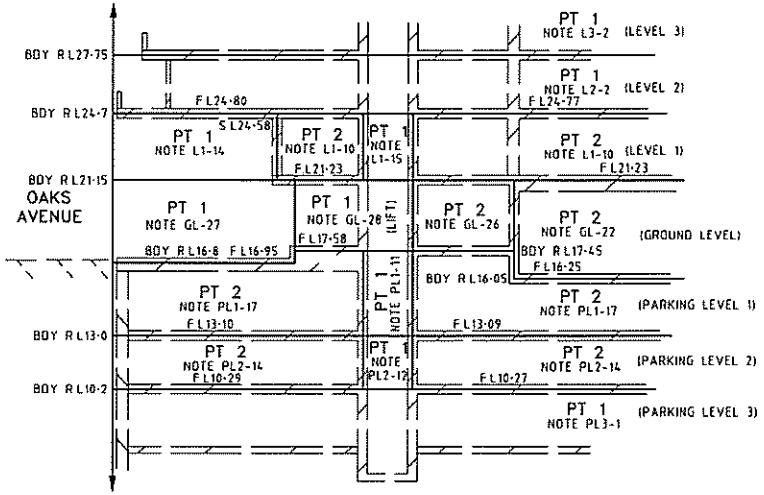
DIAGRAM L2-3

SCALE 1:125



SECTION 'I'–'I'

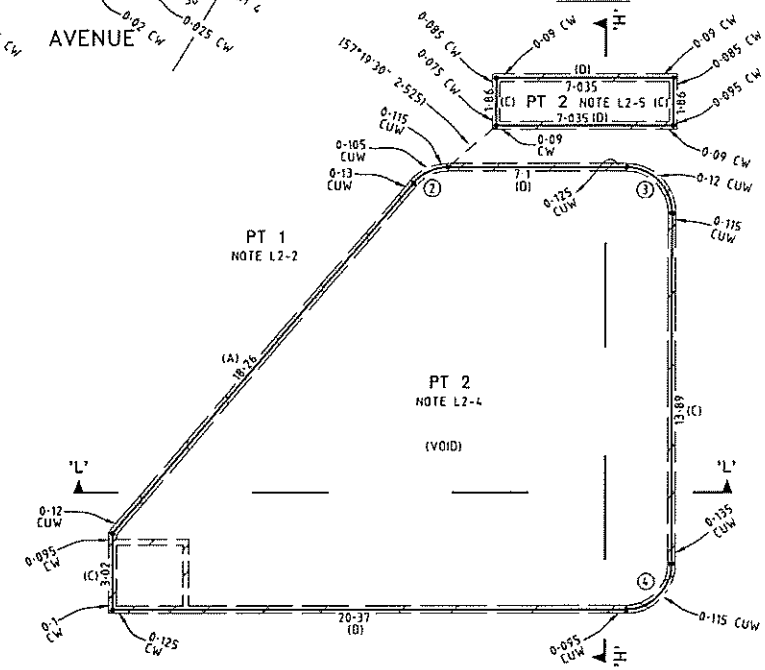
SCALE 1:200



F L DENOTES CONCRETE FLOOR LEVEL (APPROX)
S L DENOTES CONCRETE SOFFIT LEVEL (APPROX)

DIAGRAM L2-1

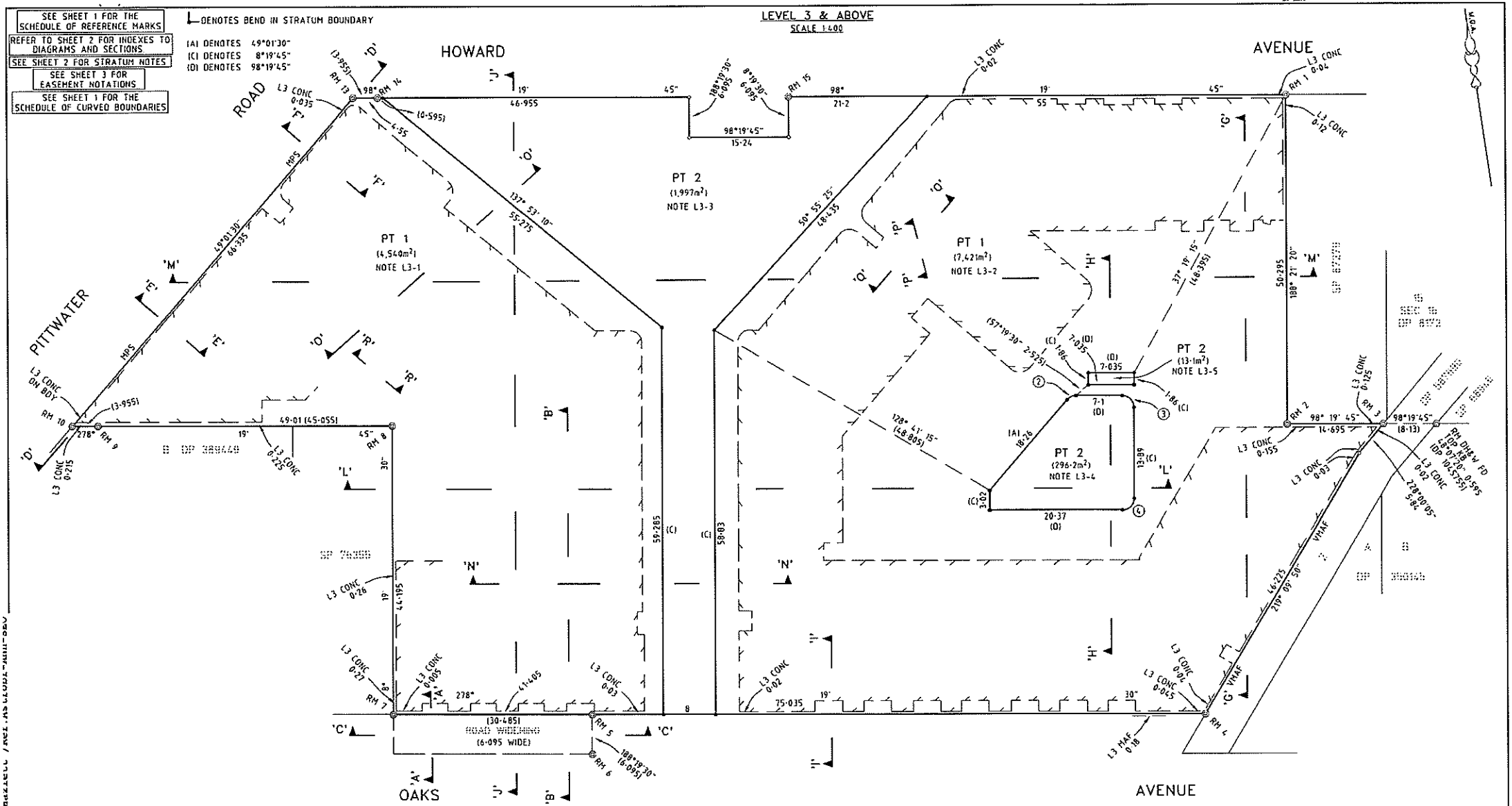
SCALE 1:150



CUW DENOTES CONCRETE UPTURN WALL
CW DENOTES CONCRETE WALL

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

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L3 DENOTES LEVEL 3
HAF DENOTES METAL ARCHITECTURAL FEATURE
MPS DENOTES VARIOUS METAL PRIVACY SCREENS OVERHANG BOUNDARY ABOUT 0·05
VHAF DENOTES VARIOUS METAL ARCHITECTURAL FEATURES OVERHANG BOUNDARY ABOUT 0·17

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

SEE SHEET 1 FOR THE SCHEDULE OF REFERENCE MARKS

REFER TO SHEET 2 FOR INDEXES TO DIAGRAMS AND SECTIONS

SEE SHEET 2 FOR STRATUM NOTES

SEE SHEET 3 FOR EASEMENT NOTATIONS

(A) DENOTES 49°01'30"
(B) DENOTES 139°01'30"

DENOTES BEND IN STRATUM BOUNDARY

DIAGRAM PL1–1
SCALE 1:100

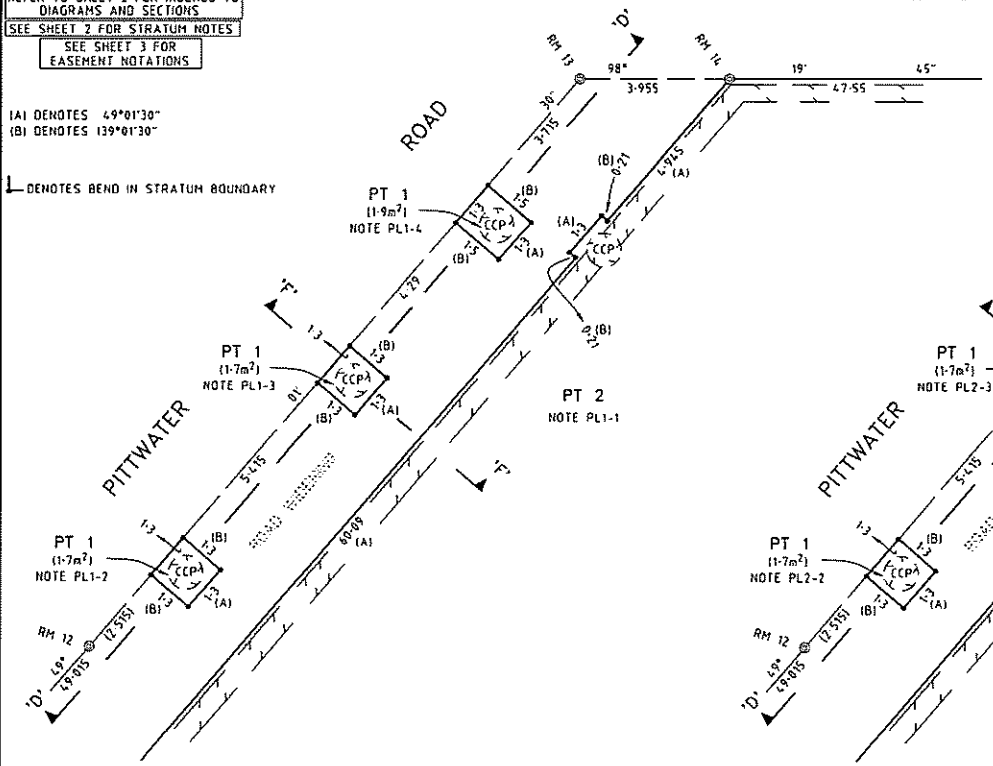


DIAGRAM PL2–10
SCALE 1:100

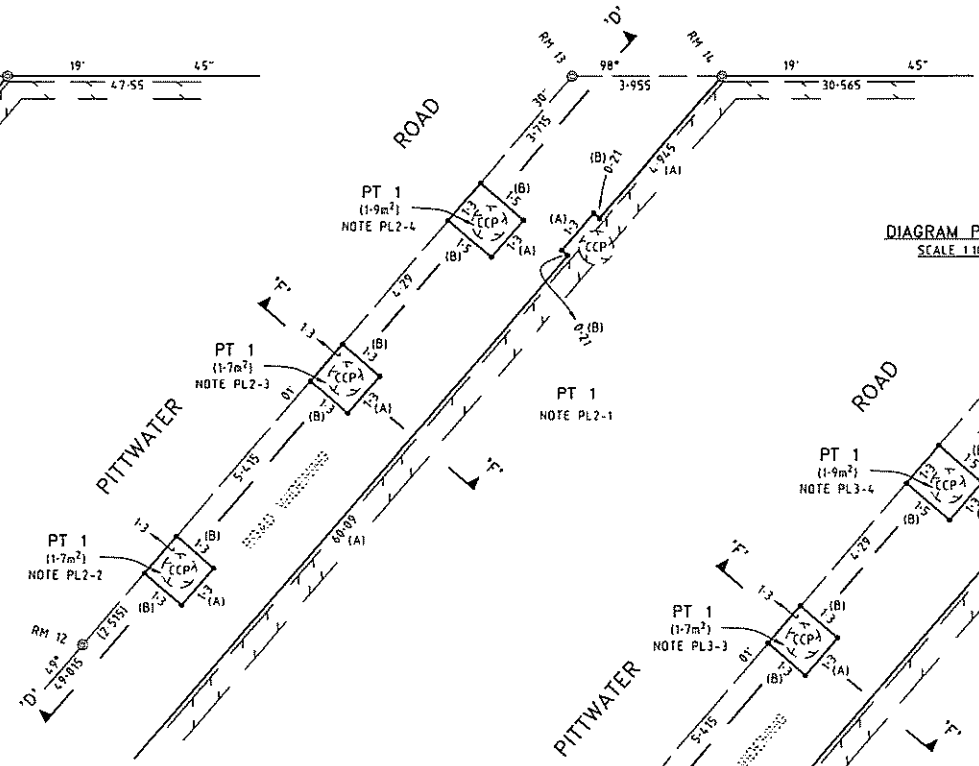
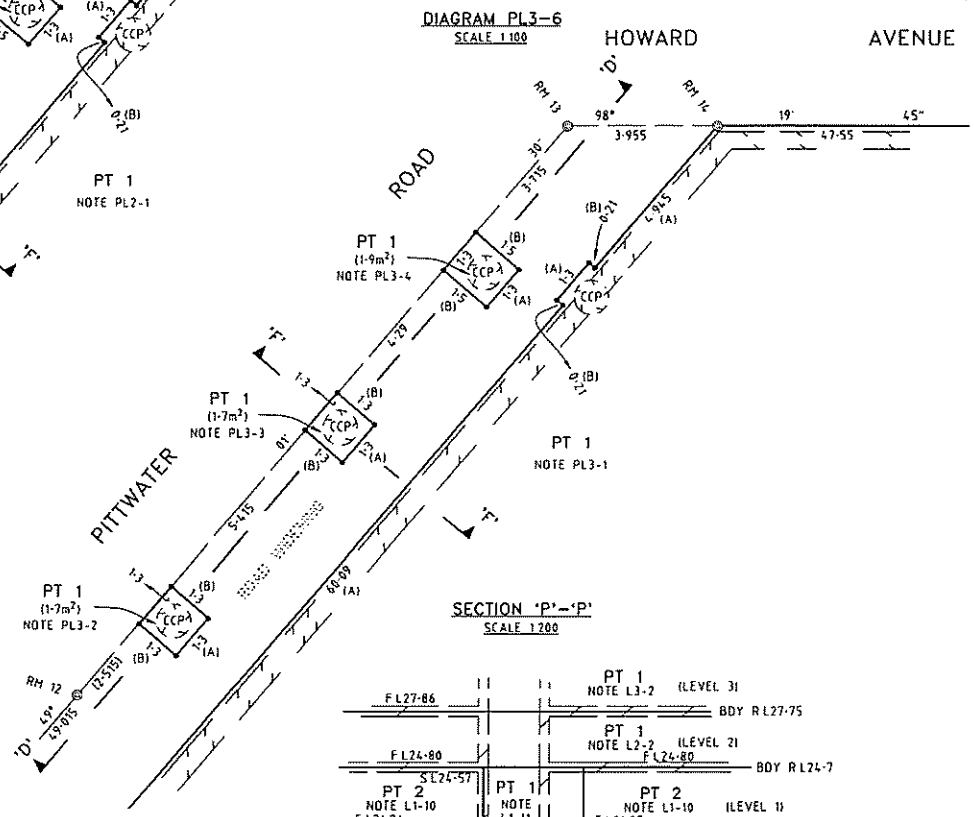
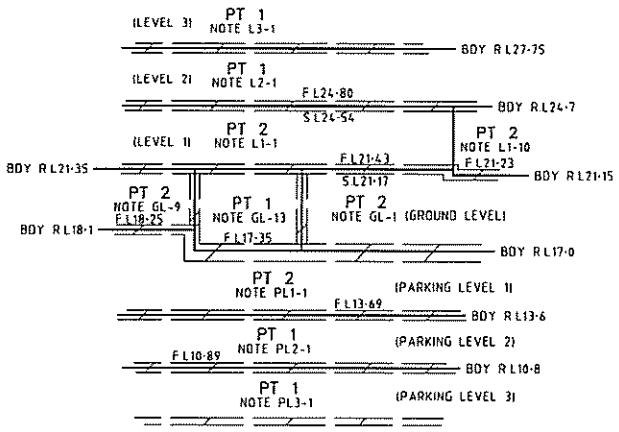


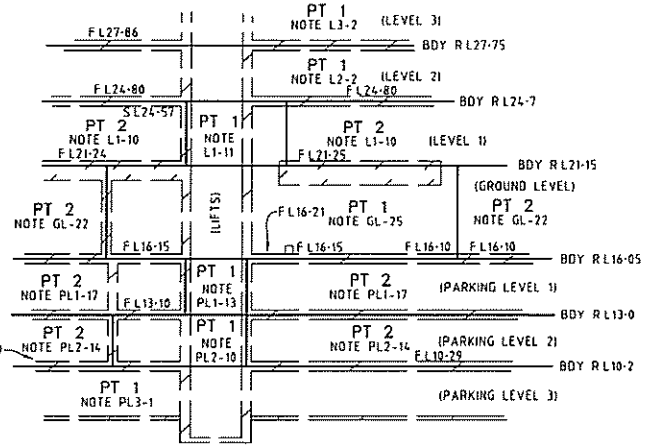
DIAGRAM PL3–6
SCALE 1:100



SECTION 'R'–'R'
SCALE 1:200



SECTION 'P'–'P'
SCALE 1:200



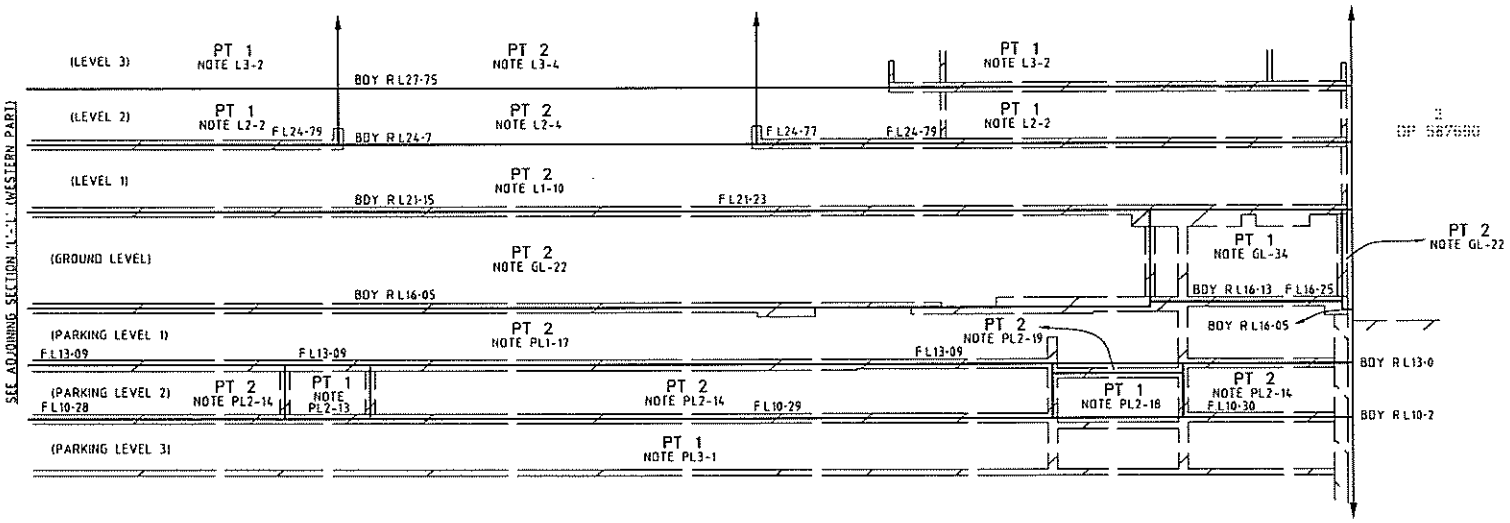
CCP DENOTES CONCRETE PILE
F L DENOTES CONCRETE FLOOR LEVEL (APPROX.)
S L DENOTES CONCRETE SOFFIT LEVEL (APPROX.)

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

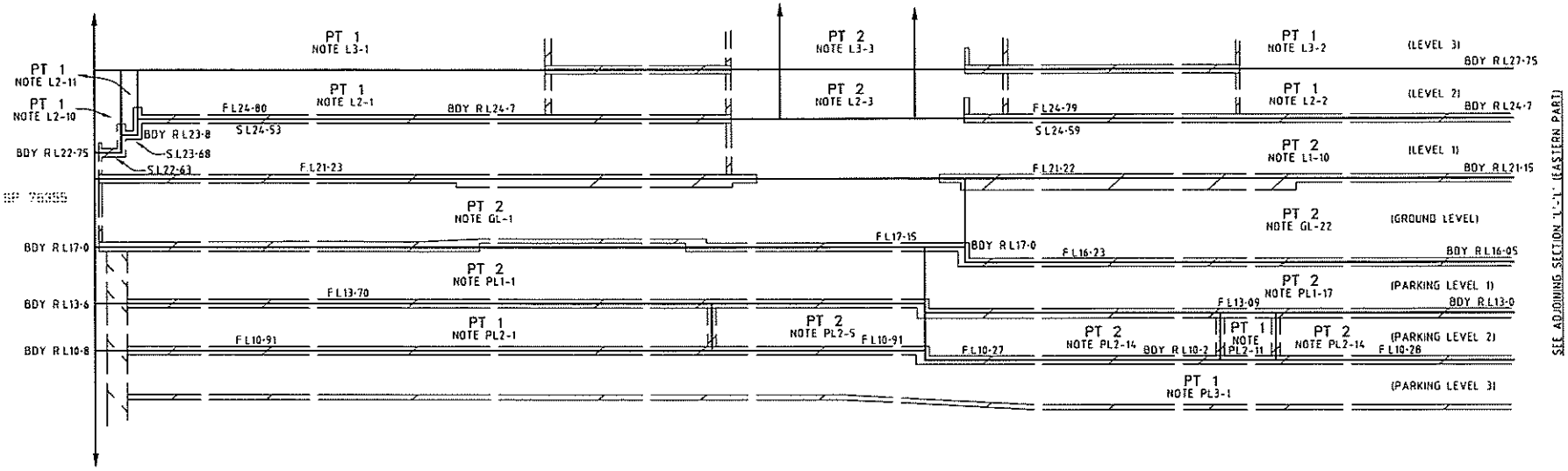
ORIGINAL PRINTED ON 'RISE' PRINTING PAPER

SEE SHEET 2 FOR STRATUM NOTES

SECTION 'L'–'L'
(EASTERN PART)
SCALE 1:200



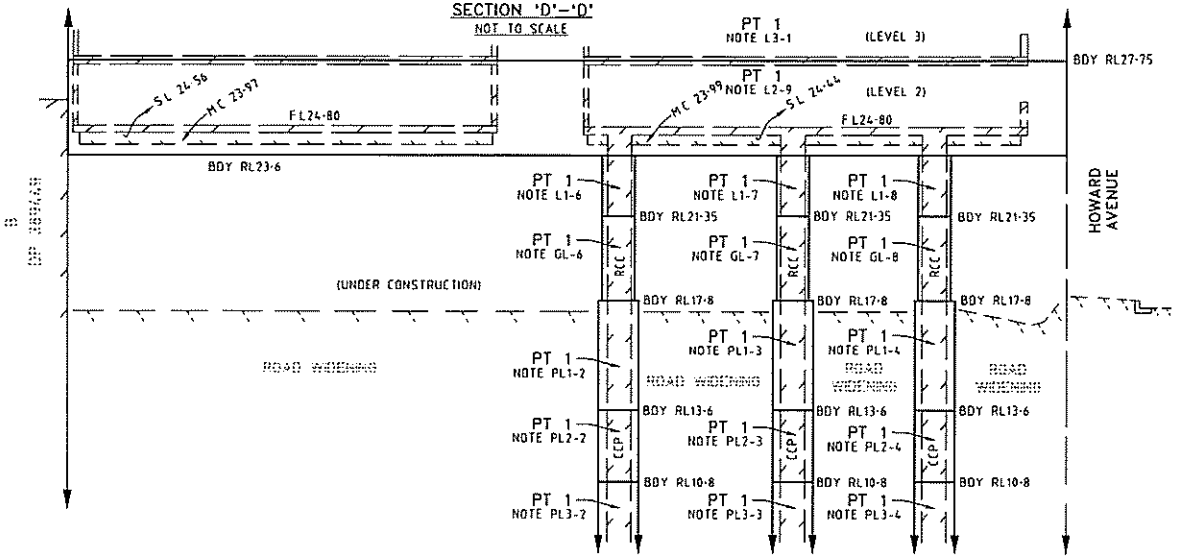
SECTION 'L'–'L'
(WESTERN PART)
SCALE 1:200



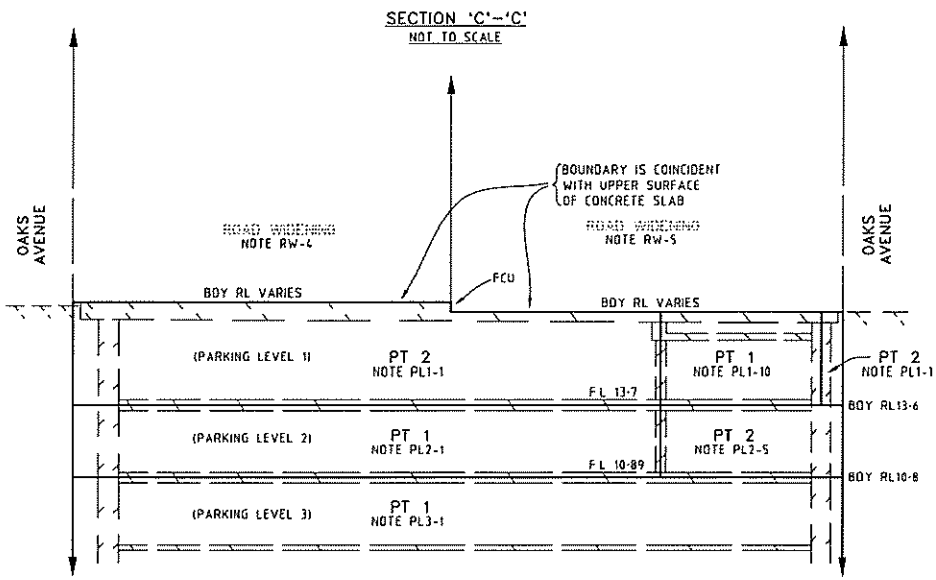
F L DENOTES CONCRETE FLOOR LEVEL (APPROX)
S L DENOTES CONCRETE SOFFIT LEVEL (APPROX)

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

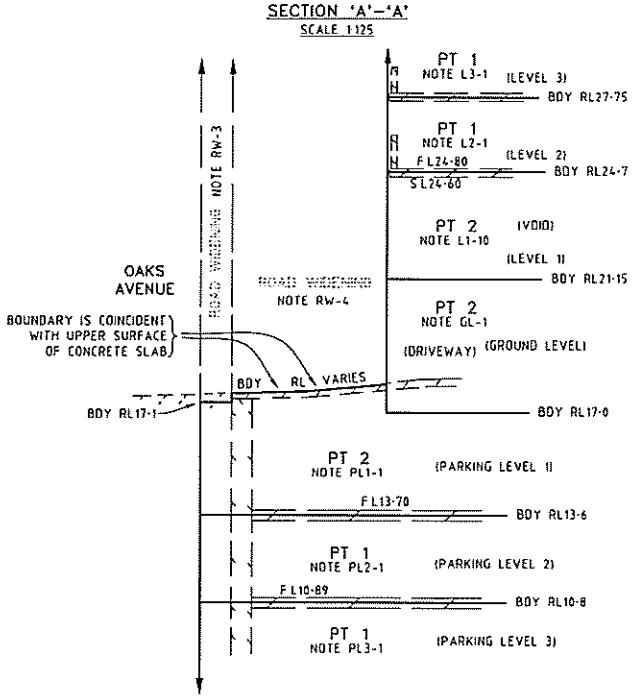
SECTION 'D'–'D'
NOT TO SCALE



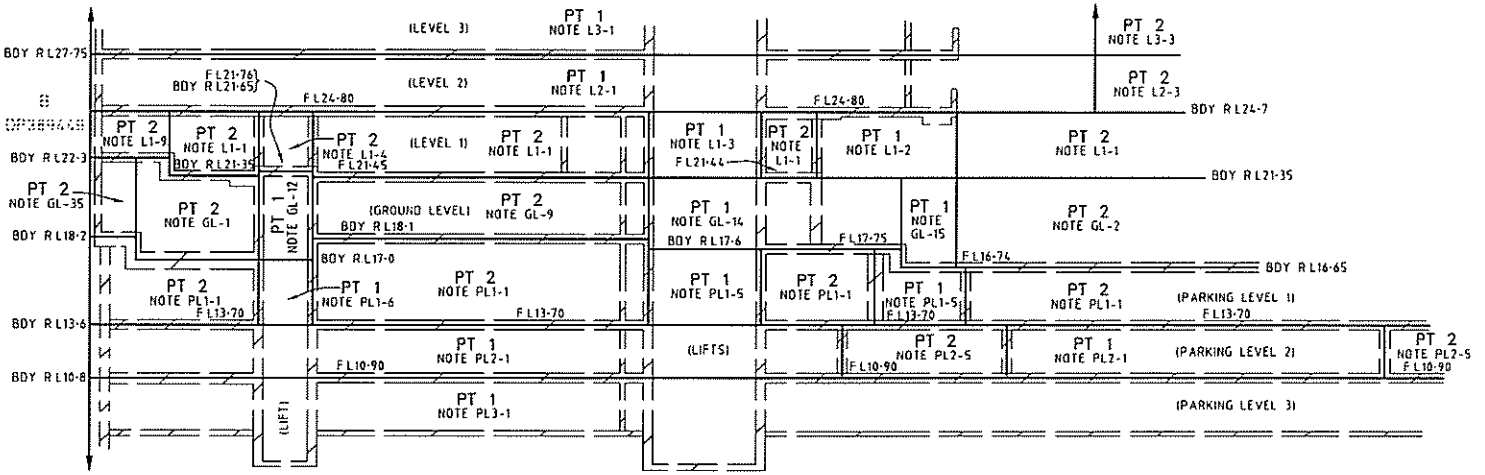
SECTION 'C'–'C'
NOT TO SCALE



SECTION 'A'–'A'
SCALE 1:125



SECTION 'O'–'O'
SCALE 1:200



CCP DENOTES CONCRETE PILE
RCC DENOTES ROUND CONCRETE COLUMN
MC DENOTES SUSPENDED METAL CLADDING SOFFIT LEVEL (APPROX)
FL DENOTES CONCRETE FLOOR LEVEL (APPROX)
SL DENOTES CONCRETE SOFFIT LEVEL (APPROX)

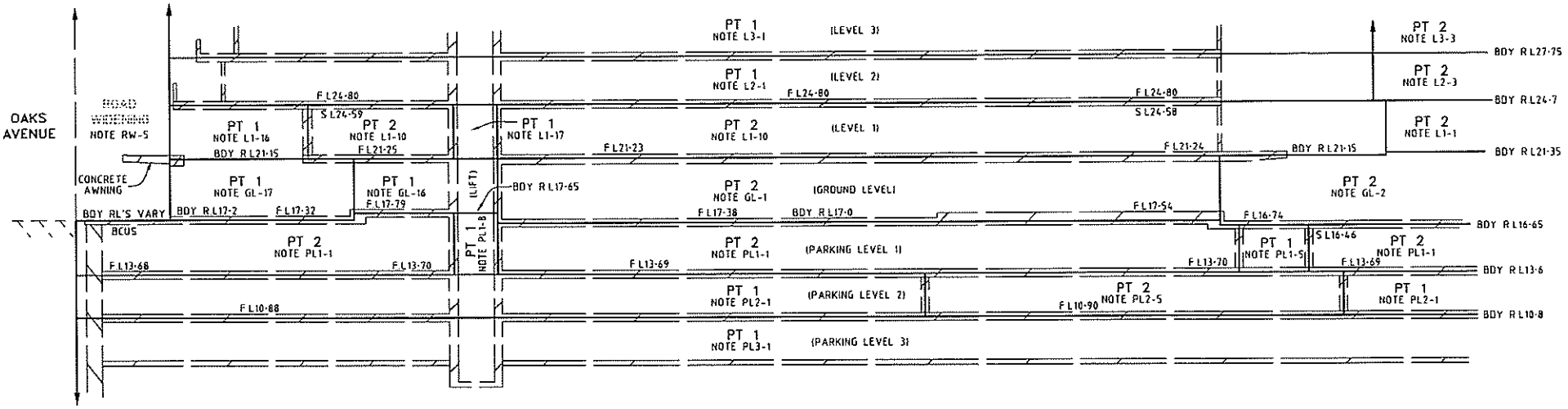
FCU DENOTES FACE OF CONCRETE UPTURN

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

Office of the Registrar-General /Src:RAYNET /Rpt:RAYNET 29/08/2018 10:11 Page 1 of 2

SEE SHEET 2 FOR STRATUM NOTES

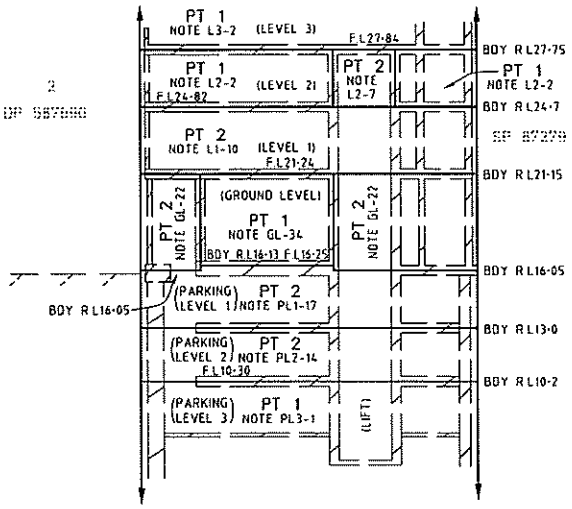
SECTION 'J'–'J'
SCALE 1:200



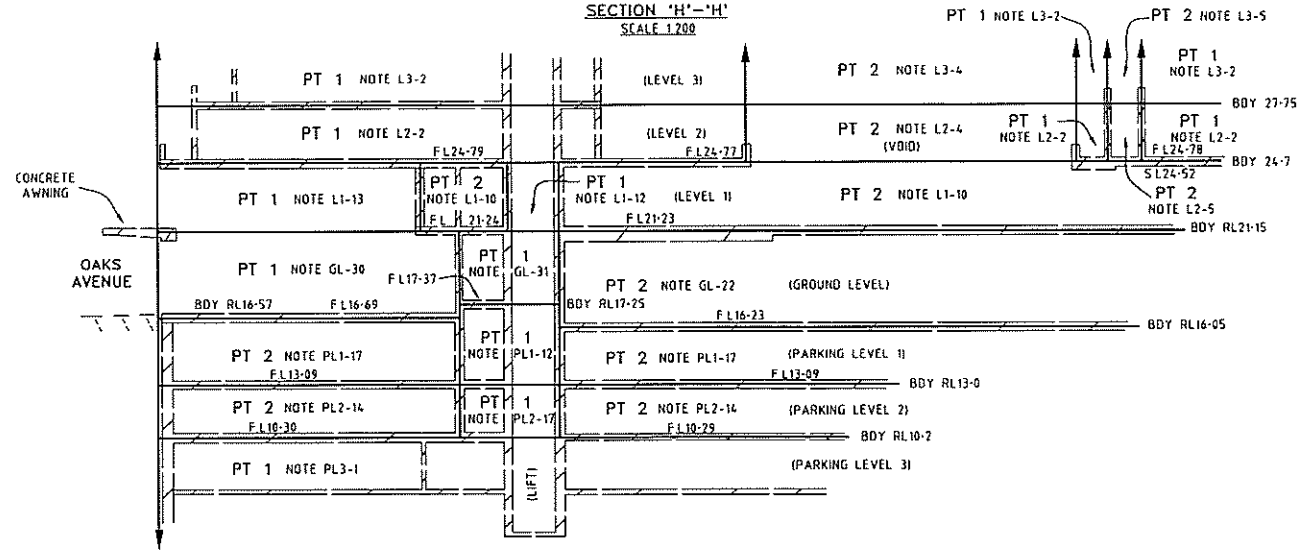
BCUS DENOTES BOUNDARY IS COINCIDENT WITH UPPER SURFACE OF CONCRETE SLAB

F L DENOTES CONCRETE FLOOR LEVEL (APPROX)
S L DENOTES CONCRETE SOFFIT LEVEL (APPROX)

SECTION 'K'–'K'
SCALE 1:200



SECTION 'H'–'H'
SCALE 1:200

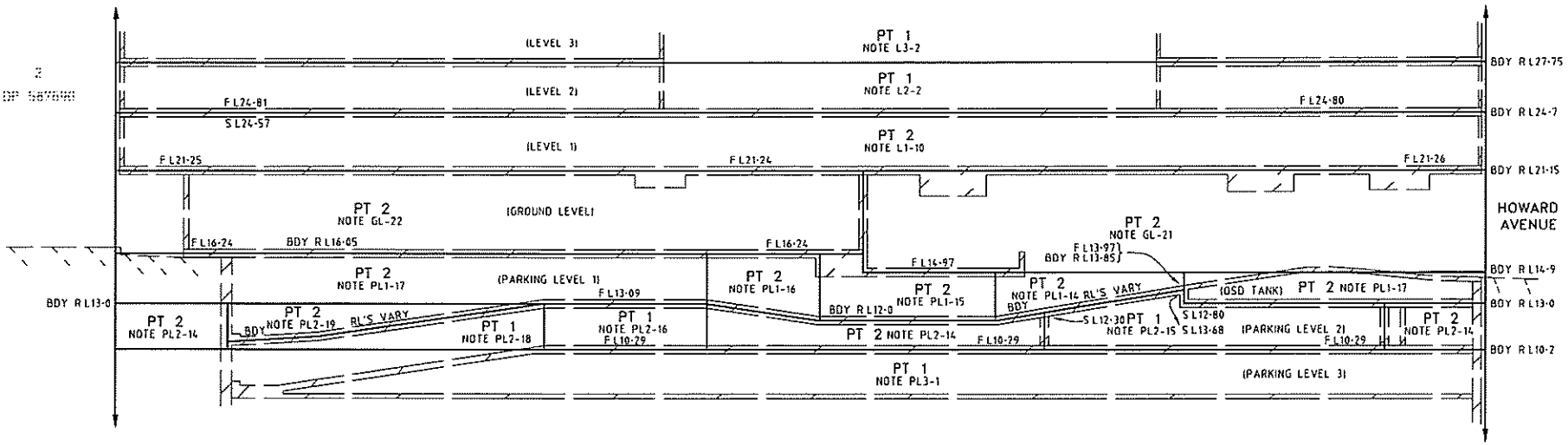


Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUN	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018

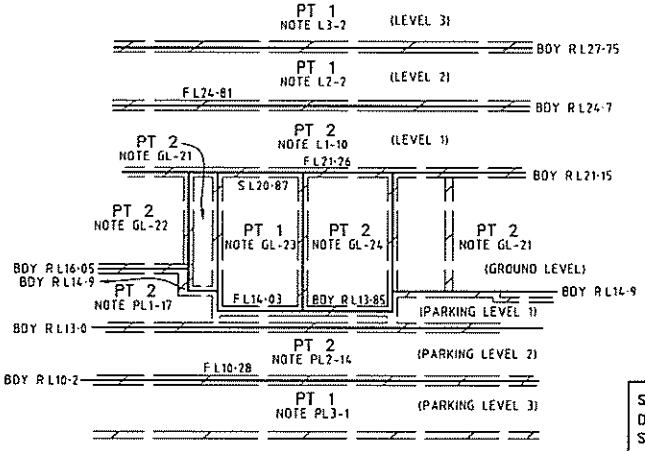
DP1241568

SEE SHEET 2 FOR STRATUM NOTES

SECTION 'G'–'G'
SCALE 1:200



SECTION 'S'–'S'
SCALE 1:200



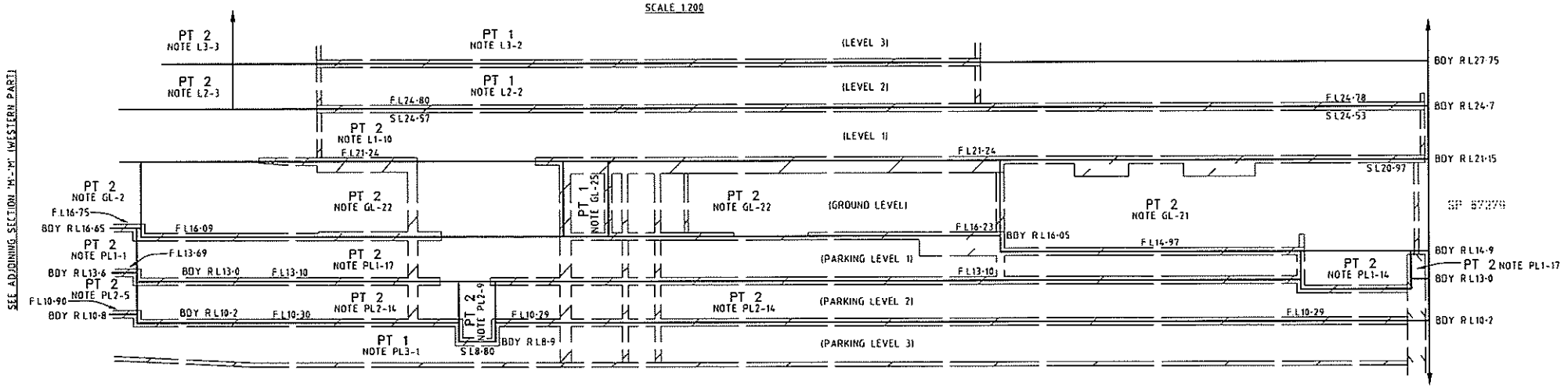
FL DENOTES CONCRETE FLOOR LEVEL (APPROX)
SL DENOTES CONCRETE SOFFIT LEVEL (APPROX)

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 174821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

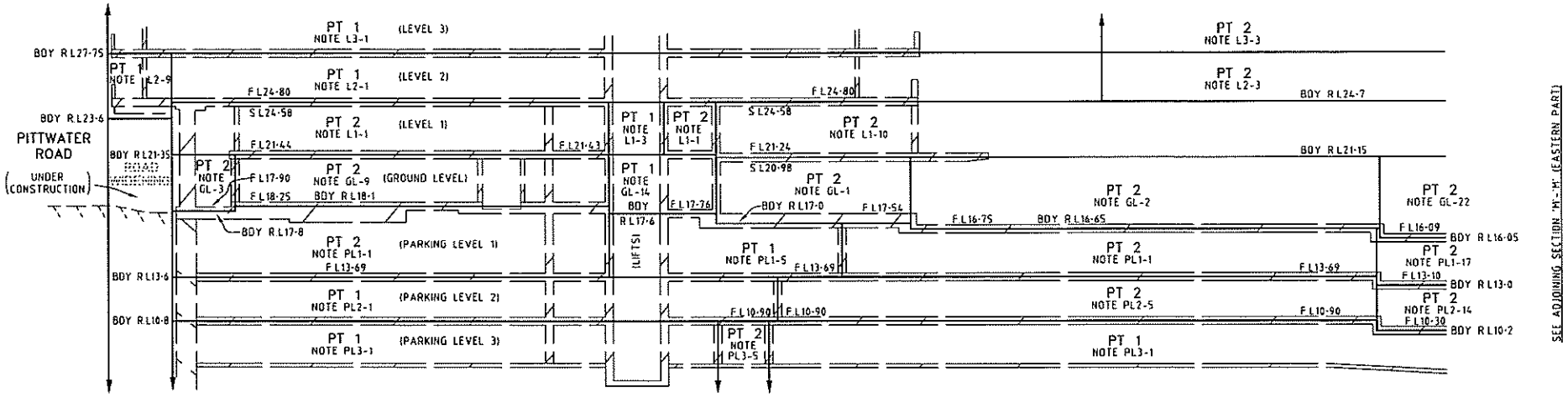
ORIGINAL IN COLOUR - PRINTED ON 75gsm PLAN PAPER

SEE SHEET 2 FOR STRATUM NOTES

SECTION 'M'–'M'
(EASTERN PART)
SCALE 1:200



SECTION 'M'–'M'
(WESTERN PART)
SCALE 1:200

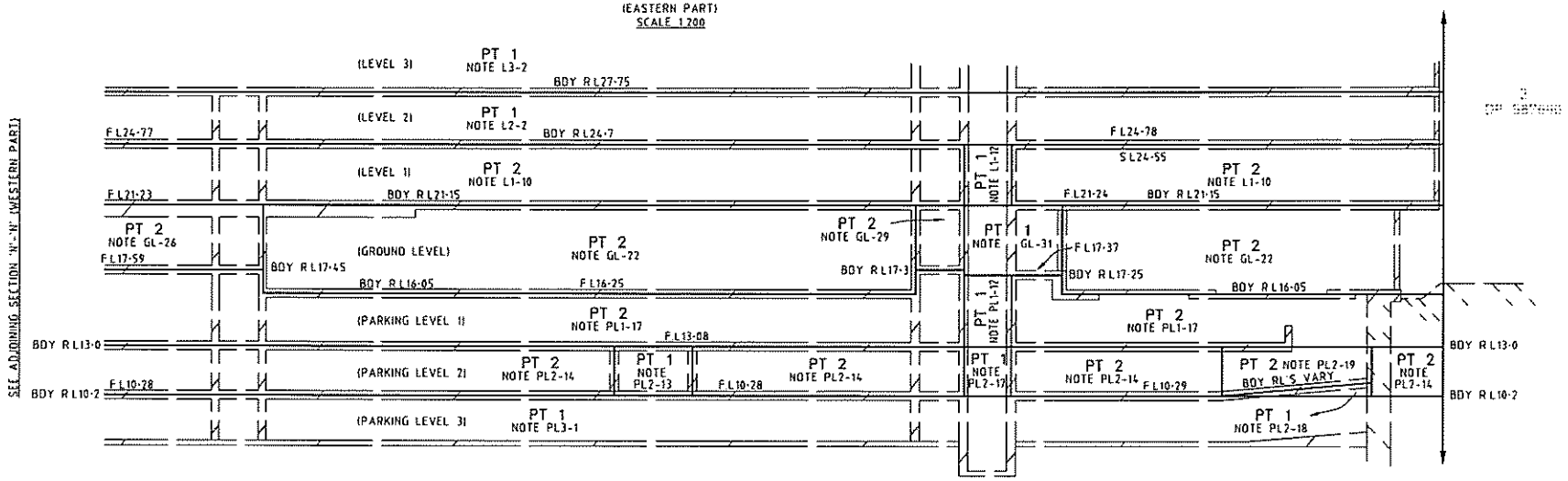


F L DENOTES CONCRETE FLOOR LEVEL (APPROX)
S L DENOTES CONCRETE SOFFIT LEVEL (APPROX)

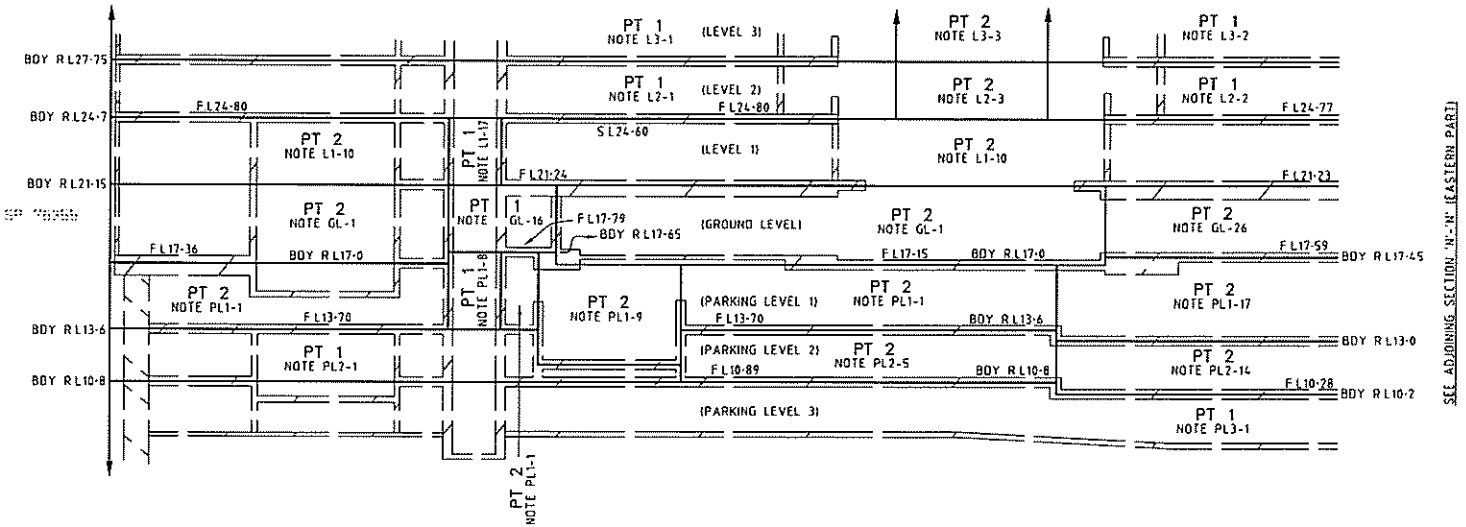
Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

SEE SHEET 2 FOR STRATUM NOTES

SECTION 'N'–'N'
(EASTERN PART)
SCALE 1:200



SECTION 'N'–'N'
(WESTERN PART)
SCALE 1:200

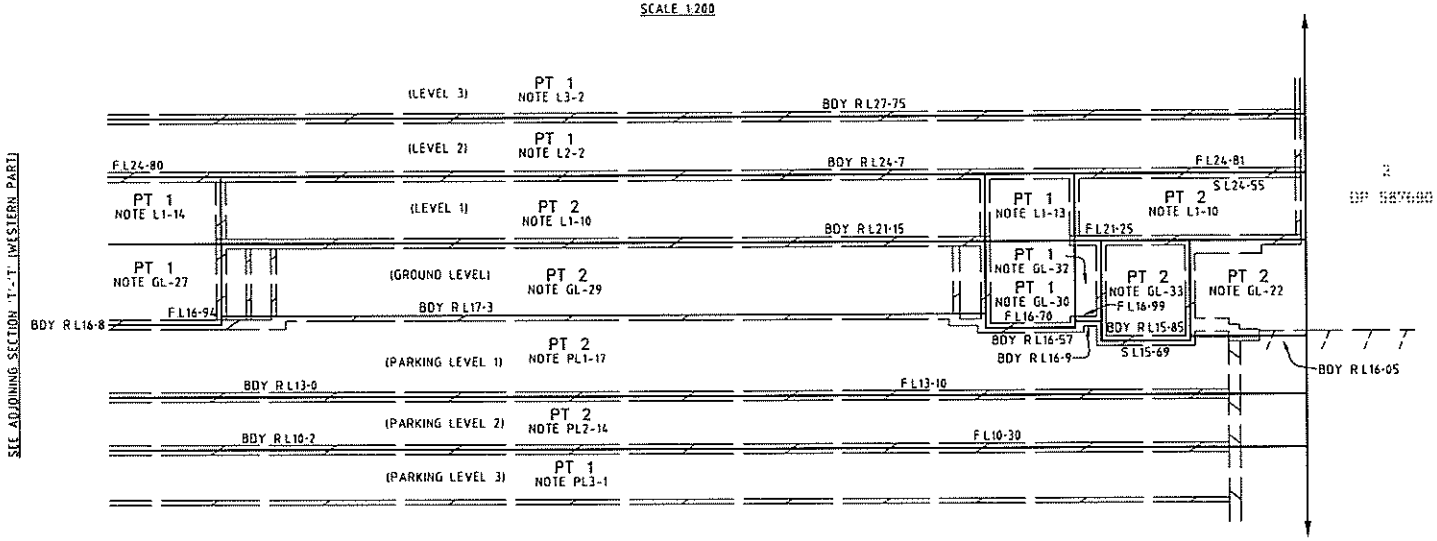


F L DENOTES CONCRETE FLOOR LEVEL (APPROX)
S L DENOTES CONCRETE SOFFIT LEVEL (APPROX)

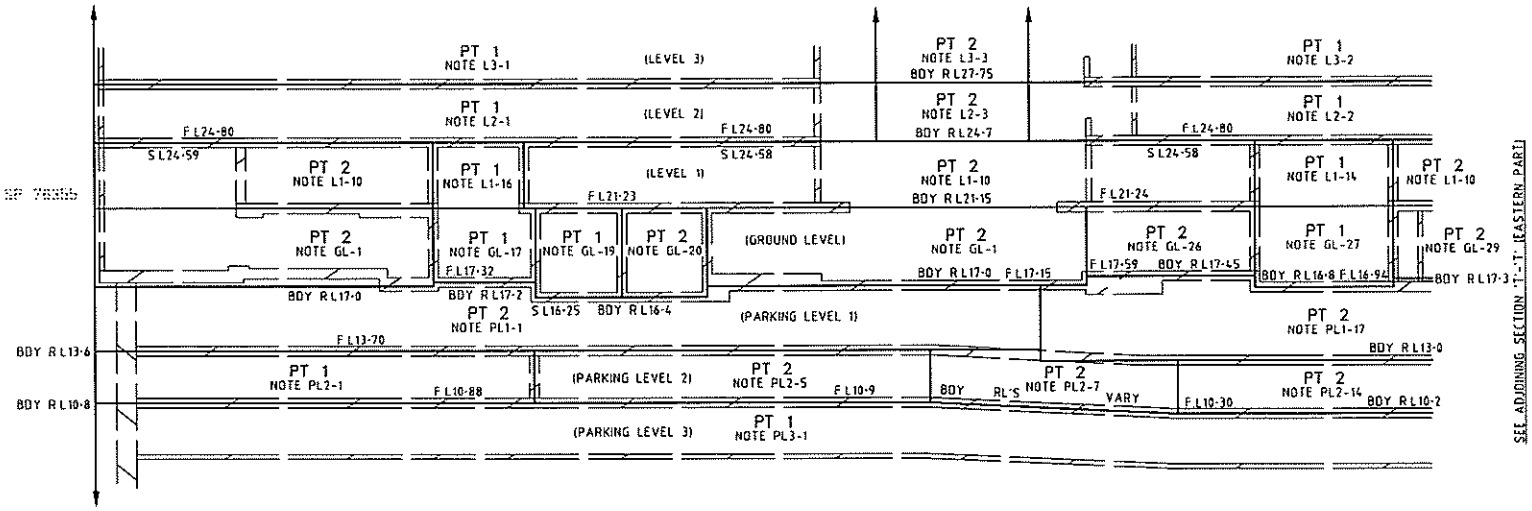
Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

SEE SHEET 2 FOR STRATUM NOTES

SECTION 'T'–'T'
(EASTERN PART)
SCALE 1:200



SECTION 'T'–'T'
(WESTERN PART)
SCALE 1:200



F L DENOTES CONCRETE FLOOR LEVEL (APPROX)
S L DENOTES CONCRETE SOFFIT LEVEL (APPROX)

Surveyor: Wayne Allen Diver-Tuck Date of Survey: 21/05/2018 Surveyor's Ref: 124821-DWHY-STRATUM	PLAN OF SUBDIVISION OF LOT 100 DP 1235895	LGA: NORTHERN BEACHES Locality: DEE WHY Subdivision No: SC2018/0050 Lengths are in metres Reduction Ratio SEE SHEET	Registered 29.08.2018	DP1241568

PLAN FORM 6 (2017) | DEPOSITED PLAN ADMINISTRATION SHEET | Sheet 1 of 4 sheets

Office Use Only

Registered: 29.08.2018

Title System: TORRENS

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DP1241568

PLAN OF
SUBDIVISION OF LOT 100 DP 1235895

LGA: NORTHERN BEACHES
Locality: DEE WHY
Parish: MANLY COVE
County: CUMBERLAND

Survey Certificate

I, Wayne Allen Diver-Tuck

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 2017*, is accurate and the survey was completed on: 21/05/2018, ~~or~~

~~*(b) The part of the land shown in the plan (*being/*excluding** .....) was surveyed in accordance with the *Surveying and Spatial Information Regulation 2017*, the part surveyed is accurate and the survey was completed on, ... the part not surveyed was compiled in accordance with that Regulation, or~~

~~*(c) The land shown in the plan was compiled in accordance with the *Surveying and Spatial Information Regulation 2017*.~~

Datum Line: "X"-"Y" MGA

Type: *Urban/ ~~*Rural~~

The terrain is *Level-Undulating/ ~~*Steep-Mountainous~~

Signature: Wayne Allen Diver-Tuck Dated: 21/05/2018

Surveyor Identification No: 941

Surveyor registered under the *Surveying and Spatial Information Act 2002*.

* Strike out inappropriate words.
** Specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey.

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, ROBERT BARBUTO

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: N/A

Consent Authority: NORTHERN BEACHES COUNCIL

Date of endorsement: 26/7/18

Subdivision Certificate number: SC2018/0050

File number: DA2017/0815.

* Strike through if inapplicable.

Plans used in the preparation of survey/compilation.

DP 8172	DP 1009244	SP 76355
DP 9900	DP 1019672	SP 87279
DP 212382	DP 1045755	
DP 231418	DP 1178758	
DP 389449	DP 1178762	
DP 504212	DP 1092185	
DP 587690	DP 1220951	
DP 625802	DP 1235895	
DP 640737	DP 1243529	

Statements of intention to dedicate public roads, create public reserves and drainage reserves, acquire/resume land.

SURVEYOR'S REFERENCE: 124821-DWHY-STRATUM

Signatures, Seals and Section 88B Statements should appear on PLAN FORM 6A

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 2 of 4 sheets

Office Use Only

Registered: 29.08.2018

Office Use Only

DP1241568

PLAN OF

SUBDIVISION OF LOT 100 DP 1235895

Subdivision Certificate Number: SC2018/0050

Date of Endorsement: 26/7/18

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

- A schedule of lots and addresses-See 60(c) *SSI Regulation 2017*
- 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.

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

1. EASEMENT FOR ACCESS (ENTIRE LOT)
2. EASEMENT FOR EMERGENCY EGRESS (ENTIRE LOT)
3. EASEMENT FOR SERVICES (ENTIRE LOT)
4. EASEMENT FOR FIRE SERVICES (ENTIRE LOT)
5. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 STORMWATER PUMP OUT PITS (ENTIRE LOT)
6. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER TANK (ENTIRE LOT)
7. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 DIESEL BOOSTER PUMP ROOM (ENTIRE LOT)
8. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EASTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT)
9. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 WESTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT)
10. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 EMERGENCY DIESEL GENERATORS FOR THE PARKING LEVEL 3 STORMWATER PUMP OUT PITS (ENTIRE LOT)
11. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 WESTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT)
12. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 FIRE STAIR 'D1' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)
13. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 FIRE STAIR 'B2-1' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)
14. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 CARPARK EXHAUST FAN (ENTIRE LOT)
15. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 CARPARK EXHAUST PLANT ROOMS (ENTIRE LOT)
16. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 RESIDENTIAL BUILDINGS 'B' & 'C' AND EASTERN COMMERCIAL MAIN SWITCH BOARD ROOM (ENTIRE LOT)
17. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 HYDRANT TANK (ENTIRE LOT)
18. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 HYDRANT PUMP ROOM (ENTIRE LOT)
19. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 EASTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT)
20. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 END OF TRIP PUMP ROOM (ENTIRE LOT)
21. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 OSD TANK (ENTIRE LOT)
22. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'C2' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)
23. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'B1' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)
24. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'C1' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)
25. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'A3' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)
26. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'A2' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)

CONTINUED ON SHEET 3

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124821-DWHY-STRATUM

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 3 of 4 sheets

Office Use Only

Registered: 29.08.2018

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DP1241568

PLAN OF

SUBDIVISION OF LOT 100 DP 1235895

Subdivision Certificate Number: SC2018/00050

Date of Endorsement: 26/7/18

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

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- Signatures and seals-see 195D *Conveyancing Act 1919*
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

FROM SHEET 2

27. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'C3-1' STAIR PRESSURISATION PLANT ROOM (ENTIRE LOT)
28. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RESIDENTIAL BUILDINGS 'A' & 'D' AND WESTERN COMMERCIAL MAIN SWITCH BOARD ROOM (ENTIRE LOT)
29. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM (ENTIRE LOT)
30. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN CARPARK SUPPLY AIR PLANT ROOMS (ENTIRE LOT)
31. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN CARPARK SUPPLY AIR PLANT ROOM (ENTIRE LOT)
32. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 CARPARK ENTRY DVR\MANAGEMENT ROOM (ENTIRE LOT)
33. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN CARPARK EXHAUST ROOM (ENTIRE LOT)
34. EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN CARPARK EXHAUST ROOMS (ENTIRE LOT)
35. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL WESTERN LOADING DOCK (ENTIRE LOT)
36. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL EASTERN LOADING DOCK (ENTIRE LOT)
37. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL MASTER GAS REGULATOR ROOM (ENTIRE LOT)
38. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL WESTERN SPRINKLER ALARM VALVE ROOM (ENTIRE LOT)
39. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL EASTERN SPRINKLER ALARM VALVE ROOM (ENTIRE LOT)
40. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL SPRINKLER ELECTRICAL PUMP ROOM (ENTIRE LOT)
41. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL FIRE CONTROL ROOM (ENTIRE LOT)
42. EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL GARBAGE BIN ACCESS LIFT 'C3-1' (ENTIRE LOT)
43. EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL PLAZA (ENTIRE LOT)
44. EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'C' ROOF PLANT AREA (ENTIRE LOT)
45. EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'D' ROOF PLANT AREA (ENTIRE LOT)
46. EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS (ENTIRE LOT)
47. EASEMENT FOR ACCESS AND USE OF THE EASTERN LOADING DOCK PLATFORM LIFT (ENTIRE LOT)
48. EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL LOBBY 'A1' PORTAL ENTRY AWNING (ENTIRE LOT)
49. EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL LOBBY 'B' PORTAL ENTRY AWNING (ENTIRE LOT)

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124821-DWHY-STRATUM

ePlan

PLAN FORM 6A (2017)	DEPOSITED PLAN ADMINISTRATION SHEET	Sheet 4 of 4 sheets

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Registered: 29.08.2018

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DP1241568

PLAN OF
SUBDIVISION OF LOT 100 DP 1235895

Subdivision Certificate Number: SC2018/0050

Date of Endorsement: 26/7/18

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

- A schedule of lots and addresses-See 60(c) *SSI Regulation 2017*
- 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.

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372
THE COMMON SEAL OF

DIRECTOR

DAVID CREMONA

SECRETARY

ROBYN McCULLY

LOT	STREET No.	STREET NAME	STREET TYPE	LOCALITY
1	17	HOWARD	AVENUE	DEE WHY
2	888	PITTWATER	ROAD	DEE WHY

If space is insufficient use additional annexure sheet

SURVEYOR'S REFERENCE: 124821-DWHY-STRATUM

\\DEEWHY-HOWARDAVE\STRATUMSUBD-NCE

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

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

Full name and address of the owner of the land:

Karimbla Properties (No. 41) Pty Ltd ACN 160 693 372 of 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 Access (Entire Lot)	1 2	2 1
2.	Easement for Emergency Egress (Entire Lot)	1 2	2 1
3.	Easement for Services (Entire Lot)	1 2	2 1
4.	Easement for Fire Services (Entire Lot)	1 2	2 1
5.	Easement for access and use of the Parking Level 3 Stormwater Pump Out Pits (Entire Lot)	1	2
6.	Easement for access and use of the Parking Level 3 Sprinkler Tank (Entire Lot)	1	2

Council's Authorised Person

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

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

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:
7.	Easement for access and use of the Parking Level 3 Diesel Booster Pump Room (Entire Lot)	1	2
8.	Easement for access and use of the Parking Level 3 Eastern Carpark Supply Air Plant Room (Entire Lot)	1	2
9.	Easement for access and use of the Parking Level 3 Western Carpark Supply Air Plant Room (Entire Lot)	1	2
10.	Easement for access and use of the Parking Level 2 Emergency Diesel Generators for the Parking Level 3 Stormwater Pump Out Pits (Entire Lot)	2	1
11.	Easement for access and use of the Parking Level 2 Western Carpark Supply Air Plant Room (Entire Lot)	1	2

Council's Authorised Delegate

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

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

12.	Easement for access and use of the Parking Level 2 Fire Stair 'D1' Stair Pressurisation Plant Room (Entire Lot)	1	2
13.	Easement for access and use of the Parking Level 2 Fire Stair 'B2-1' Stair Pressurisation Plant Room (Entire Lot)	2	1
14.	Easement for access and use of the Parking Level 2 Carpark Exhaust Fan (Entire Lot)	2	1
15.	Easement for access and use of the Parking Level 2 Carpark Exhaust Plant Rooms (Entire Lot)	2	1
16.	Easement for access and use of the Parking Level 2 Residential Buildings 'B' & 'C' and Eastern Commercial Main Switch Board Room (Entire Lot)	2	1
17.	Easement for access and use of the Parking Level 2 Hydrant Tank (Entire Lot)	2	1
18.	Easement for access and use of the Parking Level 2 Hydrant Pump Room (Entire Lot)	2	1

Council's Authorised Delegate

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 4 of 46 Sheets)**

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

19.	Easement for access and use of the Parking Level 2 Eastern Carpark Supply Air Plant Room (Entire Lot)	2	1
20.	Easement for access and use of the Parking Level 2 End of Trip Pump Room (Entire Lot)	1	2
21.	Easement for access and use of the Parking Level 1 OSD Tank (Entire Lot)	2	1
22.	Easement for access and use of the Parking Level 1 Fire Stair 'C2' Stair Pressurisation Plant Room (Entire Lot)	2	1
23.	Easement for access and use of the Parking Level 1 Fire Stair 'B1' Stair Pressurisation Plant Room (Entire Lot)	2	1
24.	Easement for access and use of the Parking Level 1 Fire Stair 'C1' Stair Pressurisation Plant Room (Entire Lot)	2	1

Council's Authorised Delegate

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

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

25.	Easement for access and use of the Parking Level 1 Fire Stair 'A3' Stair Pressurisation Plant Room (Entire Lot)	2	1
26.	Easement for access and use of the Parking Level 1 Fire Stair 'A2' Stair Pressurisation Plant Room (ENTIRE LOT)	2	1
27.	Easement for access and use of the Parking Level 1 Fire Stair 'C3-1' Stair Pressurisation Plant Room (ENTIRE LOT)	2	1
28.	Easement for access and use of the Parking Level 1 Residential Buildings 'A' & 'D' and Western Commercial Main Switch Board Room (Entire Lot)	2	1
29.	Easement for access and use of the Parking Level 1 MDF Room (Entire Lot)	2	1
30.	Easement for access and use of the Parking Level 1 Western Carpark Supply Air Plant Rooms (Entire Lot)	2	1

AMENDMENT – I AM AUTHORISED TO MAKE THIS AMENDMENT 29/8/18

Council's Authorised Delegate

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 6 of 46 Sheets)**

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

31.	Easement for access and use of the Parking Level 1 Eastern Carpark Supply Air Plant Room (Entire Lot)	2	1
32.	Easement for access and use of the Parking Level 1 Carpark Entry DVR\Management Room (Entire Lot)	2	1
33.	Easement for access and use of the Parking Level 1 Eastern Carpark Exhaust Room (Entire Lot)	2	1
34.	Easement for access and use of the Parking Level 1 Western Carpark Exhaust Rooms (Entire Lot)	2	1
35.	Easement for access and use of the Ground Level Western Loading Dock (Entire Lot)	2	1
36.	Easement for access and use of the Ground Level Eastern Loading Dock (Entire Lot)	2	1
37.	Easement for access and use of the Ground Level Master Gas Regulator Room (Entire Lot)	2	1

Council's Authorised Delegate

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

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

38.	Easement for access and use of the Ground Level Western Sprinkler Alarm Valve Room (Entire Lot)	2	1
39.	Easement for access and use of the Ground Level Eastern Sprinkler Alarm Valve Room (Entire Lot)	2	1
40.	Easement for access and use of the Ground Level Sprinkler Electrical Pump Room (Entire Lot)	2	1
41.	Easement for access and use of the Ground Level Fire Control Room (Entire Lot)	2	1
42.	Easement for access and use of the Residential Garbage Bin Access Lift 'C3-1' (Entire Lot)	2	1
43.	Easement for access and use of the Ground Level Plaza (Entire Lot)	2	1
44.	Easement for access and use of the Level 7 Building 'C' Roof Plant Area (Entire Lot)	1	2
45.	Easement for access and use of the Level 7 Building 'D' Roof Plant Area (Entire Lot)	1	2

Council's Authorised Delegate

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 8 of 46 Sheets)**

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

46.	Easement for Construction Access & Construction Works (Entire Lot)	1 2	2 1
47.	Easement for access and use of the Eastern Loading Dock Platform Lift (Entire Lot)	2	1
48.	Easement for access and use of the Residential Lobby 'A1' Portal Entry Awning (Entire Lot)	2	1
49.	Easement for access and use of the Residential Lobby 'B' Portal Entry Awning (Entire Lot)	2	1

Council's Authorised Delegate

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

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

PART 2 (TERMS)

1. **TERMS OF EASEMENT FOR ACCESS NUMBERED 1 IN THE PLAN**

1.1 Subject to the terms of this easement, the owner of the lot burdened grants to the owner of the lot benefited and any person authorised by the owner of the lot benefited full, free and unimpeded right to pass and repass across that part of the Common Areas of the lot burdened for all lawful purposes with or without vehicles or on foot only as appropriate that is constructed to a standard suitable for access purposes from time to time PROVIDED ALWAYS that nothing herein contained shall entitle the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass through any part of the lot burdened which has not been constructed or set up for the purpose of access.

1.2 The owner of the lot burdened may temporarily suspend access and use of the Easement from time to time.

1.3 The provisions of clause 50 apply to this easement.

2. **TERMS OF EASEMENT FOR EMERGENCY EGRESS NUMBERED 2 IN THE PLAN**

2.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass and repass across the lot burdened by means only of the Emergency Egress during any emergency situation or for fire drill purposes.

2.2 The provisions of clause 50 apply to this easement.

3. **TERMS OF EASEMENT FOR SERVICES NUMBERED 3 IN THE PLAN**

3.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:

(a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 3.2(b);

(b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;

(c) to enter upon, pass and repass over the lots burdened, together with any materials, tools and equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits;

Council's Authorised Delegate

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

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

(d) to have Services travel along the Conduits; and

(e) to have reasonable movement of air (whether from mechanical ventilation services or otherwise) across the burdened lot to the adjacent public roads, public reserve or private property).

3.2

(a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.

(b) The location of any other Conduits:

(i) must be approved in writing by the owner of the lot burdened (acting reasonably); and

(ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

3.3 The owner of the lot benefited must, at its cost, ensure that:

(a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);

(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;

(c) any damage caused by the works to the lot burdened is immediately made good;

(d) the nature and extent of the works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened;

(e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and

(f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

3.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.

Council's Authorised Delegate

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

Plan:
DP1241568

Plan of subdivision of Lot 100 DP 1235895 covered by Subdivision Certificate No.

3.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.

3.6

(a) In the event that the owner of the lot benefited defaults in its obligations under this easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.

(b) If the owner of the lot benefited fails to comply with the notice referred to in clause 3.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

3.7

(a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.

(b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:

(i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and

(ii) the Conduits (in the case of the owner of the lot benefited).

3.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.

3.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.

3.10 The provisions of clause 50 apply to this easement.

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4. **TERMS OF EASEMENT FOR FIRE SERVICES NUMBERED 4 IN THE PLAN**

4.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited:

(a) to erect, construct, install and hang Conduits from the Improvements erected from time to time on the lot burdened in their current locations and in the locations determined by the application of clause 4.2(b);

(b) to have such Conduits supported vertically, horizontally, and in any other plane by the lot burdened;

(c) to enter upon, pass and repass over the lots burdened, together with any equipment necessary for the purpose, for a reasonable time for the purposes of conducting repairs to the Conduits; and

(d) to have Fire Services travel along the Conduits.

4.2

(a) The initial locations of the Conduits are those locations that physically exist on the date of registration of this Instrument.

(b) The location of any other Conduits:

(i) must be approved in writing by the owner of the lot burdened (acting reasonably); and

(ii) must not interrupt or interfere with the operation of the business of the owner of the lot burdened in and on the lot burdened.

4.3 The owner of the lot benefited must, at its cost, ensure that:

(a) reasonable safety measures are taken in relation to any works under this easement (including erecting, where necessary, protective hoardings);

(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the works to the lot burdened;

(c) any damage caused by the works to the lot burdened is immediately made good;

(d) the nature and extent of the works do not substantially adversely affect the cost effective,

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efficient, safe and effective use of the lot burdened;

(e) as soon as reasonably possible after the carrying out of the works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the works; and

(f) due consideration is given to the activities and operations carried on within the lot burdened in carrying out the works.

4.4 The owner of the lot benefited must ensure that any works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all authorities and laws.

4.5 The owner of the lot benefited must, at its cost, maintain and repair the Conduits to an operational standard that is comparable with the structures on the lot benefited and the lot burdened.

4.6

(a) In the event that the owner of the lot benefited defaults in its obligations under this easement, then the owner of the lot burdened may serve upon the owner of the lot benefited a written notice requiring the owner of the lot benefited to comply with its obligations within a reasonable time.

(b) If the owner of the lot benefited fails to comply with the notice referred to in clause 4.6(a), the owner of the lot burdened may rectify the default (subject to the requirements of all relevant authorities) and the cost of such rectification must be payable on demand by the owner of the lot benefited.

4.7

(a) Prior to conducting any works in the vicinity of a Conduit, the owner of the lot burdened must obtain the approval of the owner of the lot benefited for its approval, which approval must not be unreasonably withheld.

(b) The parties must, in good faith, consult with each other in relation to the nature and timing of such works with a view to facilitating an approval which allows the works to be carried out in a cost effective, efficient and safe manner without significantly adversely affecting the efficient safe and cost effective development, construction, commissioning, operation and maintenance of:

(i) the facilities erected on the lot burdened (in the case of the owner of the lot burdened); and

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(ii) the Conduits (in the case of the owner of the lot benefited).

4.8 The owner of the lot benefited must not permit the Conduits to fall into disrepair so as to become a hazard or nuisance.

4.9 The owner of the lot benefited and any person authorised by the owner of the lot benefited entering the lot burdened pursuant to the rights granted by this easement do so at their own risk.

4.10 The provisions of clause 50 apply to this easement.

5. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 STORMWATER PUMP OUT PITS NUMBERED 5 IN THE PLAN**

5.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 3 Stormwater Pump Out Pits and using the Parking Level 3 Stormwater Pump Out Pits in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

5.2 The provisions of clause 50 apply to this easement.

6. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 SPRINKLER TANK NUMBERED 6 IN THE PLAN**

6.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 3 Sprinkler Tank and using the Parking Level 3 Sprinkler Tank in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

6.2 The provisions of clause 50 apply to this easement.

7. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 DIESEL BOOSTER PUMP ROOM NUMBERED 7 IN THE PLAN**

7.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 3 Diesel Booster Pump Room;

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(b) install or allow to remain in the Parking Level 3 Diesel Booster Pump Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 3 Diesel Booster Pump Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 3 Diesel Booster Pump Room which the owner of the lot benefited owns or which service the lot benefited.

7.2 The provisions of clause 50 apply to this easement.

8. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 EASTERN CARPARK SUPPLY AIR PLANT ROOM NUMBERED 8 IN THE PLAN**

8.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 3 Eastern Carpark Supply Air Plant Room;

(b) install or allow to remain in the Parking Level 3 Eastern Carpark Supply Air Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 3 Eastern Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 3 Eastern Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited.

8.2 The provisions of clause 50 apply to this easement.

9. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 3 WESTERN CARPARK SUPPLY AIR PLANT ROOM NUMBERED 9 IN THE PLAN**

9.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

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(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 3 Western Carpark Supply Air Plant Room;

(b) install or allow to remain in the Parking Level 3 Western Carpark Supply Air Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 3 Western Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 3 Western Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited.

9.2 The provisions of clause 50 apply to this easement.

10. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 EMERGENCY DIESEL GENERATORS FOR THE PARKING LEVEL 3 STORMWATER PUMP OUT PITS NUMBERED 10 IN THE PLAN**

10.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 2 Emergency Diesel Generators for the Parking Level 3 Stormwater Pump Out Pits and using the Parking Level 2 Emergency Diesel Generators for the Parking Level 3 Stormwater Pump Out Pits in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

10.2 The provisions of clause 50 apply to this easement.

11. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 WESTERN CARPARK SUPPLY AIR PLANT ROOM NUMBERED 11 IN THE PLAN**

11.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 2 Western Carpark Supply Air Plant Room;

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(b) install or allow to remain in the Parking Level 2 Western Carpark Supply Air Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 2 Western Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 2 Western Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited.

11.2 The provisions of clause 50 apply to this easement.

12. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 FIRE STAIR 'D1' STAIR PRESSURISATION PLANT ROOM NUMBERED 12 IN THE PLAN**

12.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 2 Fire Stair 'D1' Stair Pressurisation Plant Room;

(b) install or allow to remain in the Parking Level 2 Fire Stair 'D1' Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 2 Fire Stair 'D1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 2 Fire Stair 'D1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

12.2 The provisions of clause 50 apply to this easement.

13. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 FIRE STAIR 'B2-1' STAIR PRESSURISATION PLANT ROOM NUMBERED 13 IN THE PLAN**

13.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

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(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 2 Fire Stair 'B2-1' Stair Pressurisation Plant Room;

(b) install or allow to remain in the Parking Level 2 Fire Stair 'B2-1' Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 2 Fire Stair 'B2-1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 2 Fire Stair 'B2-1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

13.2 The provisions of clause 50 apply to this easement.

14. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 CARPARK EXHAUST FAN NUMBERED 14 IN THE PLAN**

14.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 2 Carpark Exhaust Fan and using the Parking Level 2 Carpark Exhaust Fan in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

14.2 The provisions of clause 50 apply to this easement.

15. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 CARPARK EXHAUST PLANT ROOMS NUMBERED 15 IN THE PLAN**

15.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 2 Carpark Exhaust Plant Rooms;

(b) install or allow to remain in the Parking Level 2 Carpark Exhaust Plant Rooms the plant and equipment intended to service or servicing the lot benefited;

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(c) inspect, service, repair and replace the plant and equipment in the Parking Level 2 Carpark Exhaust Plant Rooms which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 2 Carpark Exhaust Plant Rooms which the owner of the lot benefited owns or which service the lot benefited.

15.2 The provisions of clause 50 apply to this easement.

16. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 RESIDENTIAL BUILDINGS 'B' & 'C'AND EASTERN COMMERCIAL MAIN SWITCH BOARD ROOM NUMBERED 16 IN THE PLAN**

16.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 2 Residential Buildings 'B' & 'C' and Eastern Commercial Main Switch Board Room;

(b) install or allow to remain in the Parking Level 2 Residential Buildings 'B' & 'C' and Eastern Commercial Main Switch Board Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 2 Residential Buildings 'B' & 'C' and Eastern Commercial Main Switch Board Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 2 Residential Buildings 'B' & 'C' and Eastern Commercial Main Switch Board Room which the owner of the lot benefited owns or which service the lot benefited.

16.2 The provisions of clause 50 apply to this easement.

17. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 HYDRANT TANK NUMBERED 17 IN THE PLAN**

17.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 2

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Hydrant Tank and using the Parking Level 2 Hydrant Tank in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

17.2 The provisions of clause 50 apply to this easement.

18. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 HYDRANT PUMP ROOM NUMBERED 18 IN THE PLAN**

18.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 2 Hydrant Pump Room;

(b) install or allow to remain in the Parking Level 2 Hydrant Pump Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 2 Hydrant Pump Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 2 Hydrant Pump Room which the owner of the lot benefited owns or which service the lot benefited.

18.2 The provisions of clause 50 apply to this easement.

19. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 EASTERN CARPARK SUPPLY AIR PLANT ROOM NUMBERED 19 IN THE PLAN**

19.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 2 Eastern Carpark Supply Air Plant Room;

(b) install or allow to remain in the Parking Level 2 Eastern Carpark Supply Air Plant Room the plant and equipment intended to service or servicing the lot benefited;

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(c) inspect, service, repair and replace the plant and equipment in the Parking Level 2 Eastern Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 2 Eastern Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited.

19.2 The provisions of clause 50 apply to this easement.

20. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 2 END OF TRIP PUMP ROOM NUMBERED 20 IN THE PLAN**

20.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 2 End of Trip Pump Room;

(b) install or allow to remain in the Parking Level 2 End of Trip Pump Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 2 End of Trip Pump Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 2 End of Trip Pump Room which the owner of the lot benefited owns or which service the lot benefited.

20.2 The provisions of clause 50 apply to this easement.

21. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 OSD TANK NUMBERED 21 IN THE PLAN**

21.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened with or without vehicle or on foot only as appropriate for the purpose of accessing the Parking Level 1 OSD Tank and using the Parking Level 1 OSD Tank in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

21.2 The provisions of clause 50 apply to this easement.

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22. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'C2' STAIR PRESSURISATION PLANT ROOM NUMBERED 22 IN THE PLAN**

22.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Fire Stair 'C2' Stair Pressurisation Plant Room;

(b) install or allow to remain in the Parking Level 1 Fire Stair 'C2' Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Fire Stair 'C2' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Fire Stair 'C2' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

22.2 The provisions of clause 50 apply to this easement.

23. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'B1' STAIR PRESSURISATION PLANT ROOM NUMBERED 23 IN THE PLAN**

23.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Fire Stair 'B1' Stair Pressurisation Plant Room;

(b) install or allow to remain in the Parking Level 1 Fire Stair 'B1' Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Fire Stair 'B1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

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(d) use the plant and equipment in the Parking Level 1 Fire Stair 'B1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

23.2 The provisions of clause 50 apply to this easement.

24. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'C1' STAIR PRESSURISATION PLANT ROOM NUMBERED 24 IN THE PLAN**

24.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Fire Stair 'C1' Stair Pressurisation Plant Room;

(b) install or allow to remain in the Parking Level 1 Fire Stair 'C1' Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Fire Stair 'C1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Fire Stair 'C1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

24.2 The provisions of clause 50 apply to this easement.

25. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'A3' STAIR PRESSURISATION PLANT ROOM NUMBERED 25 IN THE PLAN**

25.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Fire Stair 'A3' Stair Pressurisation Plant Room;

(b) install or allow to remain in the Parking Level 1 Fire Stair 'A3' Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited;

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(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Fire Stair 'A3' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Fire Stair 'A3' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

25.2 The provisions of clause 50 apply to this easement.

26. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'A2' STAIR PRESSURISATION PLANT ROOM NUMBERED 26 IN THE PLAN**

26.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Fire Stair 'A2' Stair Pressurisation Plant Room;

(b) install or allow to remain in the Parking Level 1 Fire Stair 'A2' Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Fire Stair 'A2' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Fire Stair 'A2' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

26.2 The provisions of clause 50 apply to this easement.

27. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 FIRE STAIR 'C3-1' STAIR PRESSURISATION PLANT ROOM NUMBERED 27 IN THE PLAN**

27.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Fire Stair 'C3-1' Stair Pressurisation Plant Room;

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(b) install or allow to remain in the Parking Level 1 Fire Stair 'C3-1' Stair Pressurisation Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Fire Stair 'C3-1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Fire Stair 'C3-1' Stair Pressurisation Plant Room which the owner of the lot benefited owns or which service the lot benefited.

27.2 The provisions of clause 50 apply to this easement.

28. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 RESIDENTIAL BUILDINGS 'A' & 'D' AND WESTERN COMMERCIAL MAIN SWITCH BOARD ROOM NUMBERED 28 IN THE PLAN**

28.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Residential Buildings 'A' & 'D' and Western Commercial Main Switch Board Room;

(b) install or allow to remain in the Parking Level 1 Residential Buildings 'A' & 'D' and Western Commercial Main Switch Board Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Residential Buildings 'A' & 'D' and Western Commercial Main Switch Board Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Residential Buildings 'A' & 'D' and Western Commercial Main Switch Board Room which the owner of the lot benefited owns or which service the lot benefited.

28.2 The provisions of clause 50 apply to this easement.

29. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 MDF ROOM NUMBERED 29 IN THE PLAN**

29.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the

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owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 MDF Room;

(b) install or allow to remain in the Parking Level 1 MDF Room the plant and equipment intended to service or servicing the lot benefited; and

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 MDF Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 MDF Room which the owner of the lot benefited owns or which service the lot benefited.

29.2 The provisions of clause 50 apply to this easement.

30. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 WESTERN CARPARK SUPPLY AIR PLANT ROOMS NUMBERED 30 IN THE PLAN**

30.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Western Carpark Supply Air Plant Rooms;

(b) install or allow to remain in the Parking Level 1 Western Carpark Supply Air Plant Rooms the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Western Carpark Supply Air Plant Rooms which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Western Carpark Supply Air Plant Rooms which the owner of the lot benefited owns or which service the lot benefited.

30.2 The provisions of clause 50 apply to this easement.

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31. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN CARPARK SUPPLY AIR PLANT ROOM NUMBERED 31 IN THE PLAN**

31.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Eastern Carpark Supply Air Plant Room;

(b) install or allow to remain in the Parking Level 1 Eastern Carpark Supply Air Plant Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Eastern Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Eastern Carpark Supply Air Plant Room which the owner of the lot benefited owns or which service the lot benefited.

31.2 The provisions of clause 50 apply to this easement.

32. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 CARPARK ENTRY DVR\MANAGEMENT ROOM NUMBERED 32 IN THE PLAN**

32.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Carpark Entry DVR\Management Room;

(b) install or allow to remain in the Parking Level 1 Carpark Entry DVR\Management Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Carpark Entry DVR\Management Room which the owner of the lot benefited owns or which service the lot benefited; and

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(d) use the plant and equipment in the Parking Level 1 Carpark Entry DVR\Management Room which the owner of the lot benefited owns or which service the lot benefited.

32.2 The provisions of clause 50 apply to this easement.

33. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN CARPARK EXHAUST ROOM NUMBERED 33 IN THE PLAN**

33.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Eastern Carpark Exhaust Room;

(b) install or allow to remain in the Parking Level 1 Eastern Carpark Exhaust Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Eastern Carpark Exhaust Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Eastern Carpark Exhaust Room which the owner of the lot benefited owns or which service the lot benefited.

33.2 The provisions of clause 50 apply to this easement.

34. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE PARKING LEVEL 1 EASTERN CARPARK EXHAUST ROOMS NUMBERED 34 IN THE PLAN**

34.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Parking Level 1 Eastern Carpark Exhaust Rooms;

(b) install or allow to remain in the Parking Level 1 Eastern Carpark Exhaust Rooms the plant and equipment intended to service or servicing the lot benefited;

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(c) inspect, service, repair and replace the plant and equipment in the Parking Level 1 Eastern Carpark Exhaust Rooms which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Parking Level 1 Eastern Carpark Exhaust Rooms which the owner of the lot benefited owns or which service the lot benefited.

34.2 The provisions of clause 50 apply to this easement.

35. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL WESTERN LOADING DOCK NUMBERED 35 IN THE PLAN**

35.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass at all times with or without vehicles and materials, and equipment over the site of this easement for the purpose of accessing and using the Ground Level Western Loading Dock.

35.2 The rights granted to the owner of the lot benefited and any person authorised by the owner of the lot benefited include the right to temporarily leave items or goods (for a reasonable amount of time) in the Ground Level Western Loading Dock while awaiting pick up or delivery.

35.3 The provisions of clause 50 apply to this easement.

36. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL EASTERN LOADING DOCK NUMBERED 36 IN THE PLAN**

36.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass at all times with or without vehicles and materials, and equipment over the site of this easement for the purpose of accessing and using the Ground Level Eastern Loading Dock.

36.2 The rights granted to the owner of the lot benefited and any person authorised by the owner of the lot benefited include the right to temporarily leave items or goods (for a reasonable amount of time) in the Ground Level Eastern Loading Dock while awaiting pick up or delivery.

36.3 The provisions of clause 50 apply to this easement.

37. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL MASTER GAS REGULATOR ROOM NUMBERED 37 IN THE PLAN**

37.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to;

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(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Master Gas Regulator Room;

(b) install or allow to remain in the Ground Level Master Gas Regulator Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Ground Level Master Gas Regulator Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Ground Level Master Gas Regulator Room which the owner of the lot benefited owns or which service the lot benefited.

37.2 The provisions of clause 50 apply to this easement.

38. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL WESTERN SPRINKLER ALARM VALVE ROOM NUMBERED 38 IN THE PLAN**

38.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Western Sprinkler Alarm Valve Room;

(b) install or allow to remain in the Ground Level Western Sprinkler Alarm Valve Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Ground Level Western Sprinkler Alarm Valve Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Ground Level Western Sprinkler Alarm Valve Room which the owner of the lot benefited owns or which service the lot benefited.

38.2 The provisions of clause 50 apply to this easement.

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39. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL EASTERN SPRINKLER ALARM VALVE ROOM NUMBERED 39 IN THE PLAN**

39.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Eastern Sprinkler Alarm Valve Room;

(b) install or allow to remain in the Ground Level Eastern Sprinkler Alarm Valve Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Ground Level Eastern Sprinkler Alarm Valve Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Ground Level Eastern Sprinkler Alarm Valve Room which the owner of the lot benefited owns or which service the lot benefited.

39.2 The provisions of clause 50 apply to this easement.

40. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL SPRINKLER ELECTRICAL PUMP ROOM NUMBERED 40 IN THE PLAN**

40.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Sprinkler Electrical Pump Room;

(b) install or allow to remain in the Ground Level Sprinkler Electrical Pump Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Ground Level Sprinkler Electrical Pump Room which the owner of the lot benefited owns or which service the lot benefited; and

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(d) use the plant and equipment in the Ground Level Sprinkler Electrical Pump Room which the owner of the lot benefited owns or which service the lot benefited.

40.2 The provisions of clause 50 apply to this easement.

41. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL FIRE CONTROL ROOM NUMBERED 41 IN THE PLAN**

41.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass with or without vehicles or on foot only as appropriate and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Ground Level Fire Control Room;

(b) install or allow to remain in the Ground Level Fire Control Room the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Ground Level Fire Control Room which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Ground Level Fire Control Room which the owner of the lot benefited owns or which service the lot benefited.

41.2 The provisions of clause 50 apply to this easement.

42. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL GARBAGE BIN ACCESS LIFT 'C3-1' NUMBERED 42 IN THE PLAN**

42.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only by the most practicable route for the purpose of using the Residential Garbage Bin Access Lift 'C3-1' for the purpose of access through parking level 2 to ground floor and using the Residential Garbage Bin Access Lift 'C3-1' in common with the owner of the lot burdened, provided that the owner of the lot benefited causes as little disruption to the Common Areas.

42.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited must:

(a) comply, at all times, with the reasonable requirements of the owner of the lot burdened notified in writing to the owner of the lot benefited;

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(b) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened;

(c) not cause any damage to the lot burdened and the Improvements on it;

(d) immediately notify the owner of the lot burdened of any damage of which it is aware;

(e) always leave the lot burdened in a clean and tidy condition, which includes without limit, immediately removing any rubbish and cleaning any spillage. If the owner of the lot benefited or any person authorised by the owner of the lot benefited fails to comply with this subclause, the owner of the lot burdened may clean and tidy the lot burdened at the cost of the owner of the lot benefited, which must be paid by the owner of the lot benefited within 7 days of written notice to the owner of the lot benefited.

42.3 The provisions of clause 50 apply to this easement.

43. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE GROUND LEVEL PLAZA NUMBERED 43 IN THE PLAN**

43.1 Subject to the terms of this easement, the owner of the lot benefited and any person authorised by the owner of the lot benefited have full and free right to pass and repass at all times:

(a) on foot; and/or

(b) with wheelchairs or other disabled access aids; and

(c) without animals (excepting those providing assistance for the disabled);

(d) without vehicles, bikes, skateboards, rollerblades and any other similar equipment as nominated by the owner of the lot burdened,

over the easement area that is constructed to a standard suitable for access purposes from time to time PROVIDED ALWAYS that nothing herein contained shall entitle the owner of the lot benefited and any person authorised by the owner of the lot benefited to pass through any part of the lot burdened which has not been constructed or set up for the purpose of public access.

43.2 The owner of the lot burdened may temporarily suspend access to, and use of this easement and when Council exercises their rights under Development Approval DA2016/0705.

43.3 The owner of the lot benefited and any person authorised by the owner of the lot benefited must properly dispose of its litter either by depositing it in the receptacles provided on the lot burdened, if any, or removing it from the lot burdened.

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43.4 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) enters upon the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

(d) must comply with any rules made by the owner of the lot burdened in respect of this easement provided that the rules must not compromise the purpose of this easement;

(e) must 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; and

(f) must not obstruct the use of the lot burdened.

43.5 The owner of the lot benefited and any person authorised by the owner of the lot benefited releases the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened.

43.6 The owner of the lot benefited and any person authorised by the owner of the lot benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the authority benefited and any Authorised User.

44. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'C' ROOF PLANT AREA NUMBERED 44 IN THE PLAN**

44.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 7 Building 'C' Roof Plant Area;

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(b) install or allow to remain in the Level 7 Building 'C' Roof Plant Area the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Level 7 Building 'C' Roof Plant Area which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Level 7 Building 'C' Roof Plant Area which the owner of the lot benefited owns or which service the lot benefited.

44.2 The provisions of clause 50 apply to this easement.

45. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE LEVEL 7 BUILDING 'D' ROOF PLANT AREA NUMBERED 45 IN THE PLAN**

45.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to:

(a) pass and repass on foot only and with or without materials, tools and equipment over the Common Areas of the lot burdened by the most practicable direct route for the purpose of ingress to and egress from the Level 7 Building 'D' Roof Plant Area;

(b) install or allow to remain in the Level 7 Building 'D' Roof Plant Area the plant and equipment intended to service or servicing the lot benefited;

(c) inspect, service, repair and replace the plant and equipment in the Level 7 Building 'D' Roof Plant Area which the owner of the lot benefited owns or which service the lot benefited; and

(d) use the plant and equipment in the Level 7 Building 'D' Roof Plant Area which the owner of the lot benefited owns or which service the lot benefited.

45.2 The provisions of clause 50 apply to this easement.

46. **TERMS OF EASEMENT FOR CONSTRUCTION ACCESS & CONSTRUCTION WORKS NUMBERED 46 IN THE PLAN**

46.1 This Easement provides construction access through the lot burdened for the purpose of completion of construction of the buildings on the lot benefited.

46.2 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to access, remain on and pass and repass by vehicle and on foot as appropriate across the easement site (for the period reasonably necessary) with or without materials, tools and equipment for the purposes of permitting the owner of the lot benefited and

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any person authorised by the owner of the lot benefited to conduct construction works, maintenance, reinstatement and/or renewal ("Works") within the lot including without limit:

(a) permitting cranes, construction hoists, concrete pumping pipes and any other construction items to remain or pass through the lot burdened;

(b) permitting cranes to remain on the lot burdened and to oversail in the airspace above the lot burdened; and

(c) permitting all works to be carried out to complete the construction of the buildings and development on the lot benefited.

46.3 The owner of the lot benefited must, at its cost, ensure that:

(a) reasonable safety measures are taken in relation to the Works (including erecting, where necessary, protective hoardings);

(b) all reasonable precautions are taken to ensure that as little damage as possible is done by the Works to the lot burdened;

(c) any damage caused by the Works to the lot burdened is immediately make good or as quickly as reasonably practicable;

(d) the nature and extent of the Works do not substantially adversely affect the cost effective, efficient, safe and effective use of the lot burdened; and

(e) as soon as reasonably possible after carrying out of the Works, the lot burdened is restored as nearly as practicable to such condition as existed prior to the carrying out of the Works.

46.4 The owner of the lot benefited must ensure that any Works conducted by it are conducted in a proper and workmanlike manner and in accordance with the requirements of all relevant authorities and Laws.

46.5 The owner of the lot benefited must notify the owner of the lot burdened in writing when the Works have been completed.

46.6 This Easement expires on the date of the notice referred to in clause 46.5 and the owner of the lot burdened and the owner of the lot benefited must take all reasonable steps to remove this Easement from the title of the lot burdened, including but not limited to preparing and executing all necessary documents and producing the relevant certificates at the NSW Land Registry Services.

46.7 The provisions of clause 50 apply to this easement.

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47. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE EASTERN LOADING DOCK PLATFORM LIFT NUMBERED 47 IN THE PLAN**

47.1 Full, free and unimpeded right for the owner of the lot benefited and any person authorised by the owner of the lot benefited to go, pass and repass over the Common Areas of the lot burdened on foot only by the most practicable route for the purpose of using the Eastern Loading Dock Platform Lift in common with the owner of the lot burdened, provided that the owner of the lot benefited causes as little disruption to the Common Areas.

47.2 The owner of the lot benefited and any person authorised by the owner of the lot benefited must:

(a) comply, at all times, with the reasonable requirements of the owner of the lot burdened notified in writing to the owner of the lot benefited;

(b) cause as little inconvenience as is practicable to the owner of the lot burdened and any occupier of the lot burdened;

(c) not cause any damage to the lot burdened and the Improvements on it;

(d) immediately notify the owner of the lot burdened of any damage of which it is aware;

(e) always leave the lot burdened in a clean and tidy condition, which includes without limit, immediately removing any rubbish and cleaning any spillage. If the owner of the lot benefited or any person authorised by the owner of the lot benefited fails to comply with this subclause, the owner of the lot burdened may clean and tidy the lot burdened at the cost of the owner of the lot benefited, which must be paid by the owner of the lot benefited within 7 days of written notice to the owner of the lot benefited.

47.3 The provisions of clause 50 apply to this easement.

48. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL LOBBY 'A1' PORTAL ENTRY AWNING NUMBERED 48 IN THE PLAN**

48.1 Subject to the terms of this easement, the owner of the lot benefited and any person authorised by the owner of the lot benefited may have full, free and unimpeded right for to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Residential Lobby 'A1' Portal Entry Awning constructed or will be constructed after the date of registration of this Instrument in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

48.2 The provisions of clause 50 apply to this easement.

Council's Authorised Delegate

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 38 of 46 Sheets)**

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49. **TERMS OF EASEMENT FOR ACCESS AND USE OF THE RESIDENTIAL LOBBY 'B' PORTAL ENTRY AWNING NUMBERED 49 IN THE PLAN**

49.1 Subject to the terms of this easement, the owner of the lot benefited and any person authorised by the owner of the lot benefited may have full, free and unimpeded right for to go, pass and repass over the Common Areas of the lot burdened on foot only for the purpose of accessing the Residential Lobby 'B' Portal Entry Awning that will be constructed after the date of registration of this Instrument in common with the owner of the lot burdened and to do anything reasonably necessary for that purpose.

49.2 The provisions of clause 50 apply to this easement.

50. **INTERPRETATION**

50.1 The provisions of this clause 50 or part thereof must apply to an easement in this Instrument as if this clause or part thereof was repeated in full in such an easement if that easement provides that this clause 50 or part thereof applies to that easement.

50.2 Subject to clause 50.3 and the temporary restriction and suspension of access as provided for in the terms of the easement, access under this easement must be available 24 hours per day subject to such security requirements as are agreed from time to time between the owner of the lot burdened and the owner of the lot benefited.

50.3 Prior to the owner of the lot burdened exercising its right to temporarily suspend access and use of easement:

(a) the owner of the lot burdened shall provide at least forty eight (48) hours prior notice to the owner of the lot benefited and/or the authority benefited; and

(b) if requested by the owner of the lot benefited and/or the authority benefited, the owner of the lot burdened shall use its reasonable endeavours to provide alternative arrangements for access and use of the easement and all parties agree to act reasonably and in good faith to agree on an alternate arrangement for access and use of the easement.

50.4 If any person exercises or purports to exercise the rights granted by this easement, that person:

(a) enters upon the lot burdened at his/her own risk;

(b) must, at all times, comply with the reasonable directions of the owner of the lot burdened;

(c) must cause as little inconvenience as practicable to the owner of the lot burdened and any occupier of the lot burdened;

Council's Authorised Delegate

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

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(d) must comply with any rules made by the owner of the lot burdened in respect of this easement;

(e) must 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; and

(f) must not obstruct the use of the lot burdened.

50.5 The owner of the lot benefited must contribute to the costs of the repair and maintenance of the site of the easement including but not limited to, Shared Area/Facility Costs (as that term is defined in the Building Management Statement) in the proportions set out in the Building Management Statement and pay their contribution in the manner and at the times stipulated in the Building Management Statement.

50.6 Where the owner of the lot burdened conducts any repairs and/or alterations to the lot burdened which may affect the rights of the owner of the lot benefited and any person authorised by the owner of the lot benefited to enjoy the rights under this easement, the owner of the lot burdened must (except in the case of and for the duration of any emergency):

(a) ensure that as far as practicable the rights granted under this easement is maintained; and

(b) consult in good faith with the owner of the lot benefited in relation to the nature and timing of any such repairs and/or alterations with a view to reaching agreement which enables the owner of the lot burdened to carry out such repairs and alterations in a reasonably cost effective, efficient and safe manner.

50.7 Despite any other provisions in this easement:

(a) the Building Management Committee may restrict access across and through the lot burdened including but not limited to:

(i) limiting the access rights created by this easement to specific areas and locations within the lot burdened;

(ii) limiting the times during which the owner of the lot benefited and any person authorised by the owner of the lot benefited may use the access rights created by this easement; and/or

(iii) imposing such other conditions on the access rights created by the easement as are consistent with the cost effective, efficient, safe and effective use of the lot burdened and the lot benefited; and

Council's Authorised Delegate

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

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(b) where a lot burdened is or becomes a Strata Scheme, access across and through the lot burdened is restricted to the Common Property of that Strata Scheme.

50.8 The owner of the lot benefited releases the owner of the lot burdened and any person authorised by the owner of the lot burdened from all claims and demands of every kind and from all liabilities which may arise in respect of any accident or damage to property or death or injury to any person entering upon the lot burdened pursuant to the rights granted by this easement, other than to the extent caused or contributed to by the wilful or negligent act or omission of the owner of the lot burdened and any person authorised by the owner of the lot burdened.

50.9 The owner of the lot benefited indemnifies the owner of the lot burdened from and against all actions, claims, demands, losses, damages, costs and expenses for which the owner of the lot burdened shall or may become liable or may suffer in any way arising out of or in connection with the use of the lot burdened by the owner of the lot benefited and any person authorised by the owner of the lot benefited.

50.10 The owner of the lot burdened may make reasonable rules about the use of the site of the easement by the owner of the lot benefited and any person authorised by the owner of the lot benefited. The rules must be consistent with this easement and the Building Management Statement. This easement and the Building Management Statement prevail to the extent of any inconsistency between them and the rules made by the owner of the lot burdened.

50.11 If there is an inconsistency between the Building Management Statement and this easement, the Building Management Statement prevails to the extent of the inconsistency.

50.12 Unless the contrary intention appears in the text of this Instrument, the following terms have the following meaning in this Instrument:

"**building constructed on the lot burdened**" means the building known as "Lighthouse" in the Building Management Statement.

"**Building Management Committee**" means the committee formed under the Building Management Statement.

"**Building Management Statement**" means the building management statement created pursuant to the *Conveyancing Act 1919* in relation to Lots 1 and 2 in the Plan and where a lot burdened or benefited is or becomes a Strata Scheme, a reference to "Building Management Statement" means a reference to the Strata Management Statement.

"**Common Areas**" means those portions of the building constructed on the lot burdened which are designed or are permitted for common use by the owners or occupiers of the same, their tenants and invitees and/or the public.

Council's Authorised Delegate

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

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"Conduits" means:

(a) in respect of easement numbered 3, all apparatus or any one or more apparatus necessary for the transmission of Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits, traps and air plenum, car readers and security system: and

(b) in respect of easement numbered 4, means all apparatus or any one or more apparatus necessary for the transmission of Fire Services, including but not limited to channels, cuttings, drains, wires, fibres, cables, pipes, conduits, ducts, pumps, sumps, tanks, pits, traps, water supply, fire panels, smoke hazard management system, evacuation and intercommunication system and jet fans with unified control system.

"Eastern Loading Dock Platform Lift'" means the loading dock platform lift located in the building constructed on the lot burdened.

"Emergency Egress" means the fire stairs, passages and fire exit corridors in the lot burdened.

"Ground Level Eastern Loading Dock" means the eastern loading dock located on the ground level of the building constructed on the lot burdened.

"Ground Level Eastern Sprinkler Alarm Valve Room" means the eastern sprinkler alarm valve room located on ground level of the building constructed on the lot burdened.

"Ground Level Fire Control Room" means the fire control room located on ground level of the building constructed on the lot burdened.

"Ground Level Master Gas Regulator Room" means the master gas regulator room located on ground level of the building constructed on the lot burdened.

"Ground Level Sprinkler Electrical Pump Room" means the sprinkler electrical pump room located on ground level of the building constructed on the lot burdened.

"Ground Level Plaza" means the plaza located on the ground level of the building constructed on the lot burdened.

"Ground Level Western Loading Dock" means the western loading dock located on the ground level of the building constructed on the lot burdened.

"Ground Level Western Sprinkler Alarm Valve Room" means the western sprinkler alarm valve room located on the ground level of the building constructed on the lot burdened.

Council's Authorised Delegate

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

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"**Fire Services**" means all services in relation to fire safety.

"**Level 7 Building 'C' Roof Plant Area**" means the roof plant area located on the level 7 of the building constructed on the lot burdened.

"**Level 7 Building 'D' Roof Plant Area**" means the roof plant area located on the level 7 of the building constructed on the lot burdened.

"**Improvements**" means all structures, improvements, equipment and fixtures constructed, erected or installed from time to time (including but not limited to any support columns, foundations or footings).

"**Instrument**" means this instrument under section 88B of the *Conveyancing Act 1919* and includes the Plan.

"**owner of the lot benefited**" means every person who is at any time entitled to an estate or interest in the lot benefited, including without limitation, any freehold or leasehold estate or interest in possession in the lot benefited and each part of the lot benefited and any Owners Corporation in relation to the lot benefited.

"**owner of the lot burdened**" means every person who is at any time entitled to an estate or interest in the lot burdened, including without limitation, any freehold or leasehold estate or interest in possession in the lot burdened and each part of the lot burdened and any Owners Corporation in relation to the lot burdened.

"**Owners Corporation**" means an owners corporation constituted under the *Strata Schemes Management Act 1996* and any similar body corporate service with the same functions and purposes as an owners corporation.

"**Plan**" means the deposited plan registered together with this Instrument.

"**Parking Level 1 Carpark Entry DVR\Management Room**" means the carpark entry digital video recorder/management room located on the parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Eastern Carpark Exhaust Room**" means the eastern carpark exhaust room located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Eastern Carpark Supply Air Plant Room**" means the eastern carpark supply air plant room located on parking level 1 of the building constructed on the lot burdened.

Council's Authorised Delegate

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

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"**Parking Level 1 Fire Stair 'A2' Stair Pressurisation Plant Room**" means the fire stair 'A2' stair pressurisation plant room located on the parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Fire Stair 'A3' Stair Pressurisation Plant Room**" means the fire stair 'A3' stair pressurisation plant room located on the parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Fire Stair 'B1' Stair Pressurisation Plant Room**" means the fire stair 'B1' stair pressurisation plant room located on the parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Fire Stair 'C1' Stair Pressurisation Plant Room**" means the fire stair 'C1' stair pressurisation plant room located on the parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Fire Stair 'C2' Stair Pressurisation Plant Room**" means the fire stair 'C2' stair pressurisation plant room located on the parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Fire Stair 'C3-1' Stair Pressurisation Plant Room**" means the fire stair 'C3-1' stair pressurisation plant room located on the parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 MDF Room**" means the mains distribution frame room located on the parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 OSD Tank**" means the onsite stormwater detention tank located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Western Carpark Exhaust Rooms**" means the western carpark exhaust rooms located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 1 Western Carpark Supply Air Plant Rooms**" means the western carpark supply air plant rooms located on parking level 1 of the building constructed on the lot burdened.

"**Parking Level 2 Carpark Exhaust Fan**" means the carpark exhaust fan located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 Carpark Exhaust Plant Rooms**" means the carpark exhaust plant rooms located on parking level 2 of the building constructed on the lot burdened.

Council's Authorised Delegate

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

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"**Parking Level 2 Eastern Carpark Supply Air Plant Room**" means the eastern carpark supply air plant room located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 Emergency Diesel Generators for the Parking Level 3 Stormwater Pump Out Pits**" means the Emergency Diesel Generators for the Parking Level 3 Stormwater Pump Out Pits located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 End of Trip Pump Room**" means the end of trip pump room located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 Fire Stair 'B2-1' Stair Pressurisation Plant Room**" means the fire stair 'B2-1' stair pressurisation plant room located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 Fire Stair 'D1' Stair Pressurisation Plant Room**" means the fire stair 'D1' stair pressurisation plant room located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 Hydrant Pump Room**" means the hydrant pump room located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 Hydrant Tank**" means the hydrant tank located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 Residential Buildings 'A' & 'D' and Western Commercial Main Switch Board Room**" means the residential buildings 'A' & 'D' and western commercial main switch board room located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 Residential Buildings 'B' & 'C' and Eastern Commercial Main Switch Board Room**" means the residential buildings 'B' & 'C' and eastern commercial main switch board room located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 2 Western Carpark Supply Air Plant Room**" means the western carpark supply air plant room located on parking level 2 of the building constructed on the lot burdened.

"**Parking Level 3 Diesel Booster Pump Room**" means the diesel booster pump room located on parking level 3 of the building constructed on the lot burdened.

"**Parking Level 3 Eastern Carpark Supply Air Plant Room**" means the eastern carpark supply air plant room located on parking level 3 of the building constructed on the lot burdened.

"**Parking Level 3 Sprinkler Tank**" means the sprinkler tank located on parking level 3 of the building constructed on the lot burdened.

Council's Authorised Delegate

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

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"**Parking Level 3 Stormwater Pump Out Pits**" means the stormwater pump out pits located on parking level 3 of the building constructed on the lot burdened.

"**Parking Level 3 Western Carpark Supply Air Plant Room**" means the western carpark supply air plant room located on parking level 3 of the building constructed on the lot burdened.

"**Residential Garbage Bin Access Lift 'C3-1'**" means the residential garbage bin access lift 'C3-1' located in the building constructed on the lot burdened.

"Residential Lobby 'A1' Portal Entry Awning" means the portal entry awning located at residential lobby A1 constructed on the lot burdened.

"Residential Lobby 'B' Portal Entry Awning" means the portal entry awning located at residential lobby B constructed on the lot burdened.

"Services" means all services involving the transmission of water, gas, electricity, telephone, sewerage, drainage, security, monitoring, lighting, closed circuit television video and audio services, all services involving communications, air-conditioning, exhaust air, stormwater, mechanical ventilation and all other services of whatever kind as are or may be reasonably necessary from time to time for use of the lot benefited and all buildings and structures erected on or within the lot benefited.

"**Strata Management Statement**" means the strata management statement created pursuant to the *Strata Schemes (Freehold Development) Act 1973* in relation to a strata plan applying to Lots 1 and 2 in the Plan.

Council's Authorised Delegate

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

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EXECUTED by **KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372** in accordance section 127 of the Corporations Act 2001)

Signature of Authorised Person

DIRECTOR
Office held

DAVID CREMONA
Name of Authorised Person (please print)

Signature of Authorised Person

SECRETARY
Office held

ROBYN McCULLY
Name of Authorised Person (please print)

EXECUTED on behalf of **NORTHERN BEACHES COUNCIL** by its Authorised Delegate)

Signature of Witness

JAMES LEIGH
Name of Witness (please print)

725 PITTWATER ROAD, DEE WHY
Address of Witness

Signature of Authorised Delegate

ROBERT BARBUTO
Name of Authorised Delegate (please print)

Council's Authorised Delegate

REGISTERED 29.08.2018

Approved Form 12	**Building Management Statement**	Sheet 1 of 30 sheets
Registered: 29.08.2018	Office Use Only	Office Use Only DP1241568

APPROVED FORM 12

S196E; SCHEDULE 8A

CONVEYANCING ACT 1919

LIGHTHOUSE, DEE WHY

MANAGEMENT STATEMENT

Note: This management statement has effect as an agreement under seal binding:
(a) each owner for the time being of any part of the building or its site affected by the statement; and
(b) any mortgagee in possession or lessee or sublessee of any part of the building or its site affected by the statement.

(See section 196I Conveyancing Act 1919)

and
(a) an owners corporation of a strata scheme for part of the building;
(b) an owner, mortgagee in possession or lessee of any lot in a strata scheme for part of the building; and
(c) another person in whom is vested the fee simple of a part of the building or site affected by the statement; and
(d) the mortgagee in possession or lessee of a part of the building or site referred to in (c).

(See section 105 Strata Schemes Development Act 2015)

Approved Form 12	**Building Management Statement**	Sheet 2 of 30 sheets
Registered: 29.08.2018 (Office Use Only)		DP1241568 (Office Use Only)

MANAGEMENT STATEMENT

BETWEEN Karimbla Properties (No. 41) Pty Ltd ACN 160 693 372 of Level 11, 528 Kent Street, Sydney NSW 2000

AND Karimbla Properties (No. 41) Pty Ltd ACN 160 693 372 of Level 11, 528 Kent Street, Sydney NSW 2000

WHAT IS A BUILDING MANAGEMENT STATEMENT?

Management of the Building

A building management statement is a set of rules that regulate the management and operation of a building, where the building is subdivided by a plan of subdivision that contains stratum lots.

Strata Management Statement

This Statement provides for the conversion of this building management statement to a strata management statement. A strata management statement is a set of rules that regulate the management and operation of a building, where part of the building is subdivided by a strata scheme or schemes. These types of strata scheme are called "part building strata schemes". If a stratum lot is subdivided by a strata plan, the building will become a building containing a part building strata scheme.

The parties to this Statement acknowledge and agree that:

(a) It is intended to subdivide either or both of the Stratum Lots by a strata plan to create a strata scheme;

(b) following registration of the strata plan that creates the strata scheme:

  a. this Statement will cease to have effect as a building management statement pursuant to section 196J of the Conveyancing Act; and
  b. this Statement will be taken to be the registered strata management statement for the Building pursuant to section 108 of the Strata Schemes Development Act 2015; and

(c) the requirement under the Strata Schemes Development Act 2015 for this Statement to be separately registered as a strata management statement will be waived pursuant to section 99 of that Act by virtue of this Statement being a registered building management statement at the time of registration of the strata plan that creates the said strata scheme.

Approved Form 12	**Building Management Statement**	Sheet 3 of 30 sheets
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ABOUT THE BUILDING

What are the different components in the Building?

The Building has been subdivided into two distinct components. The Owner of each component (or Stratum Lot) and the Associate must comply with this Statement. If a Stratum Lot or part of a Stratum Lot is further subdivided by a Strata Plan, the Owner is the Owners Corporation for the Strata Scheme. At the date of registration of this Statement, the components of the Building are as follows:

Component	Description	Owner
Lighthouse – Residential	Lot 1 in the Plan	The Owner of lot 1 from time to time
Lighthouse – Non-residential	Lot 2 in the Plan	The Owner of lot 2 from time to time

What is the effect of this management statement?

This Statement has effect as an agreement under seal.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words have the meaning given, unless the context requires otherwise:

Administrative Fund has the same meaning given in the *Strata Schemes Management Act 2015*.

Associate means a lessee, occupier or mortgagee in possession of a Stratum Lot or a strata lot if the Stratum Lot is subdivided by a plan of strata subdivision, but does not include an Owner.

Building means the improvements and fixtures on the Land.

Chairman means the chairman of the Committee.

Committee means the Committee formed under clause 3.

Common Areas has the meaning given in the Section 88B instrument registered with the Plan.

Easements means the easements created under the *Conveyancing Act 1919* or otherwise benefiting or burdening a Stratum Lot and/or the Land from time to time.

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Land means Folio Identifier 100/1235895.

LEADR means Leading Edge Alternate Dispute Resolution or any successors from reconstruction or merger of this body or other alternative dispute resolution entity or body nominated by the Members from time to time.

Lighthouse - Residential means the Stratum Lot, Lot 1 in the Plan.

Lighthouse - Non-residential means the Stratum Lot, Lot 2 in the Plan.

Owner means the registered proprietor of a Stratum Lot and the Owners Corporation if the Stratum Lot is subdivided by a plan of strata subdivision.

Owners Corporation means an Owners corporation constituted under section 8 of the *Strata Schemes Management Act 2015*.

Plan means the deposited plan registered with this Statement.

Secretary means the secretary of the Committee.

Shared Areas/Facilities includes (subject to the description of each Shared Area/Facility in Schedule A):

(a) plant and equipment which constitute a Shared Area/Facility; and

(b) pipes, wire, cables and ducts which are connected to or form part of a Shared Area/Facility but excluding any of those things which exclusively service an Owner's part of the Building; and

(c) any room or areas in which a Shared Area/Facility is located.

Shared Area/Facility Costs means the costs of security, maintenance, repair, operation, cleaning and replacement of the Shared Areas/Facilities including but not limited to the costs of:

(a) parts or consumables used in the security, maintenance, repair, operation, cleaning and replacement of Shared Areas/Facilities;

(b) labour used in the security, maintenance, repair, operation, cleaning and replacement of Shared Areas/Facilities;

(c) inspection of the Shared Areas/Facilities (if applicable) by a government agency;

(d) the certification of Shared Areas/Facilities for the purposes of the law;

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(e) power, gas, lighting, water and other utility expenses; and

(f) insurance of the Shared Areas/Facilities.

Sinking Fund has the same meaning given in the *Strata Schemes Management Act 2015*.

Statement means this building management statement as amended from time to time and includes the schedules to this Statement.

Stratum Lot means a stratum lot (as defined in section 196C of the *Conveyancing Act* 1919) in the Building.

Supermarket Occupier means the occupier of the Supermarket Premises.

Supermarket Premises means the supermarket premises forming part of Lighthouse – Non-residential.

Unanimous Resolution means a motion that is passed at a duly convened meeting of the Committee and against which no vote is cast.

Interpretation

1.2 A reference to any law or any provisions of any law includes any modification or re-enactment of it, any legislative provisions substituted for it and all regulations and statutory instruments issued under it or them.

1.3 Any agreement, warranty, representation or obligation that binds or benefits two or more persons under this Statement bind or benefits those persons jointly and severally.

1.4 A reference to a person includes:

(a) an individual, the estate of an individual, a corporation, an association (incorporated or unincorporated) and a statutory or other authority; and

(b) the trustee, executor, administrator or successor in title of that person

1.5 The singular includes the plural and vice versa.

1.6 Headings are for convenience and do not affect the interpretation of this Statement.

1.7 Any operative development consent relating to the Land prevails to the extent that it is inconsistent with any provisions of this Statement.

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1.8 No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Statement or any part of it.

1.9 A reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purpose.

1.10 Where this Statement is required by law to include a reference to a matter, then that matter is deemed to be included to the extent necessary, and any inconsistency in this Statement is void to the extent of any inconsistency.

2. COMPLIANCE WITH THIS STATEMENT

Who must comply with this Statement?

2.1 Each Owner and Associate must comply with this Statement as if it is an agreement under seal that they entered into.

How to comply?

2.2 To comply with this Statement, a person must:

(a) carry out their obligations under this Statement; and

(b) allow other persons to carry out their obligations under this Statement.

2.3 A person need not comply with this Statement to the extent that it is inconsistent with the Plan.

3. THE BUILDING MANAGEMENT COMMITTEE

Constitution

3.1 The building management committee is established by this clause. Each Owner (and no other person) is a member of the Committee.

3.2 The Committee must perform the responsibilities imposed on it by this Statement.

3.3 In performing its responsibilities, the Committee may engage or employ other persons. The Owners shall be responsible jointly for any consequent liability.

Office Bearers

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3.4 The Committee will have a Chairman and Secretary, to be elected by the Owners from their authorised representative under clause 4.1. For the avoidance of doubt, the Chairman and Secretary must not be the same person. The Committee may appoint other officers to help it perform its functions. If the Committee appoints an officer, it must clearly define the duties of that officer.

3.5 The Chairman shall preside at meetings of the Committee. The Chairman shall not have a casting vote.

3.6 The Secretary shall prepare and distribute notices and minutes of meetings of the Committee, and establish and maintain the books and records of the Committee, according to this Statement and the law.

Delegation of functions

3.7 The Committee may appoint as manager an individual or corporation which carries a strata managing agent's licence under the *Property, Stock & Business Agents Act 2002* and all other relevant licences, and may, subject to clause 3.8 delegate its functions and the functions of its officers to the manager.

3.8 The Committee may not delegate to the manager:

(a) functions which the Committee may exercise only by Unanimous Resolution;

(b) the function to determine and levy shares payable by the Owners; and

(c) any function which it cannot delegate by law.

3.9 The terms of the manager's appointment and delegation must be recorded in writing.

3.10 The Committee may continue to exercise the functions it delegates to the manager.

Costs

3.11 The Owners shall be jointly liable for costs incurred by the Committee under this Statement.

4. COMMITTEE MEETINGS

Representation

4.1 Each Owner must in writing to the Secretary authorise a single individual to represent it on the Committee.

Convening meetings

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4.2 The Secretary must convene a meeting of the Committee:

(a) if requested by an Owner in writing detailing the matter to be addressed, as soon as practicable but in any event, not later than two months after the request has been made; and

(b) within one month of each anniversary of the date of this Statement.

4.3 At least seven (7) days' written notice of a meeting must be given to each Owner, and a notice must specify, if practicable, each matter to be addressed at the meeting. However, shorter notice and/or oral notice may be given in the event of an emergency.

4.4 The Secretary must distribute minutes of a meeting within 14 days after the meeting.

Quorum

4.5 There is a quorum at a meeting of the Committee in respect of any particular matter only if all Owners entitled to vote on that matter are present.

4.6. If a quorum is not present at a meeting within 30 minutes of a matter arising for consideration, the meeting stands adjourned for 2 business days, to reconvene at the same time and at the same place. At the reconvened meeting, the Owners present and entitled to vote on that matter constitute a quorum.

Adjournments

4.7. The Owners may resolve to adjourn a meeting.

Voting

4.8. On each matter before the Committee, each Owner present and not prevented from voting by clause 7.7, is entitled to one (1) vote. The value of each Owner's vote is:

(i) owner of Lot 1 - 70%

(ii) owner of Lot 2 - 30%

4.9 Subject to any requirements in this Statement for a Unanimous Resolution, the decision represented by a majority of votes on a matter at a meeting at which a quorum is present is the decision of the Committee.

Circular resolutions of the Committee

4.10 The Committee may make decisions in writing without holding a meeting if:

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(a) notice of the meeting and the motions to be considered by the Committee have been served on the Owners; and

(b) each Owner has approved the motion in writing.

Owner more than one person

4.11 Where any Owner comprises more than one person:

(a) those persons together have one vote for and on behalf of the relevant Owner;

(b) if only one such person is represent at a Committee meeting, that person may vote on behalf of the relevant Owner;

(c) if more than one of such persons is present at a Committee meeting, they must appoint one of their number to exercise the vote on behalf of the relevant Owner; and

(d) if those persons cannot agree on how the Owner's vote is to be exercised, that Owner shall abstain from voting on that matter.

Dispute Resolution

4.12 For the purpose of this clause, "party" or "parties" means the party or parties to a dispute. The party or parties to a dispute may be the Committee, the Owners, an Associate or anyone bound by this Statement.

4.13 The parties must endeavour in good faith to resolve disputes about this Statement before taking action under clauses 4.14 to 4.21.

4.14 Disputes include, without limitation:

(a) the Committee unreasonably refusing to consent to an application to amend this Statement; or

(b) the Committee or anyone on behalf of the Committee failing to comply with the provisions of this Statement about meetings; or

(c) the exercise of, or a failure to exercise, a function or a discretion referred to in this Statement or in the Easement;

(d) a dispute about a resolution of the Committee; or

(e) a dispute about an Easement; or

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(f) where there is a deadlock.

4.15 A party may give a dispute notice to another party which must specify:

(a) what the dispute is a about;

(b) the provisions of this Statement or the law that applies to the dispute;

(c) the position of the party; and

(d) the facts and other circumstances on which the party relies,

and which attaches copies of correspondence and other documents mentioned in the dispute notice.

4.16 Within 5 business days after a party gives a dispute notice, the parties to the dispute must meet in person (or conduct a telephone conference) at an agreed time and place. If they cannot agree on the time and place, they must meet to try to resolve the dispute by negotiation at 2.00pm on the day which is 5 business days after the dispute notice was given.

4.17 If the parties cannot resolve their dispute by negotiation, a party may give a mediation notice (referred to in clause 4.18).

4.18 If a party gives a mediation notice the notice must require the parties to:

(a) refer the dispute to mediation;

(b) appoint a mediator agreed to by the parties from the panel of mediators kept by LEADR; and

(c) mediate according to the rules of LEADR.

4.19 If the parties cannot agree on the mediator from the LEADR panel within 5 business days after a party gives a mediation notice either party may ask the chairperson of LEADR, or the vice chairperson, if the chairperson declines to appoint a mediator from the LEADR panel or to appoint an appropriate expert having regard to the nature of the dispute.

4.20 If a dispute about an Owner's share of the Shared Area/Facility Costs is determined under clause 4.18, the mediator who determines the dispute must determine any adjustments the Owner or the Committee must pay.

4.21 The mediation must take place in Sydney, New South Wales.

4.22 The parties must pay the mediator's costs and expenses equally.

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5 FUNCTIONS OF THE COMMITTEE

General

5.1 The determinations and decisions of the Committee under this Statement must be reasonable and in the interests of those persons having an interest in fee simple in any part of the Building.

Functions

5.2 The functions of the Committee are:

(a) to make decisions about the matters in this Statement;

(b) to operate, maintain, renew and replace the Shared Areas/Facilities;

(c) having regard to the interests of the Owners, to control use of the Shared Areas/Facilities;

(d) to change or add to the Shared Areas/Facilities;

(e) to effect and maintain insurances according to this Statement;

(f) to arrange for maintenance and other contracts so that insurances are not affected;

(g) to monitor the performance of the Owners of their obligations under this Statement and any applicable law;

(h) to monitor the Shared Area/Facility Costs and to make a just and fair allocation of the Shared Area/Facility Costs;

(i) to comply with the Committee's obligations under this Statement;

(j) to enter into contracts to assist the Committee to perform its function; and

(k) to make rules in respect of the Shared Areas/Facilities.

5.3 For the purposes of clause 5.2, the Committee must consider and select quotations or tenders obtained by the Owners from reputable contractors.

5.4 Each Owner must pay to the Committee its share of the Shared Areas/Facility costs in accordance with Schedule A and at the times and frequency determined by the Committee.

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Despite the foregoing, no Owner is required to contribute to the Shared Areas/Facility Costs until an occupation certificate has issued for the Owner's Stratum Lot.

5.5 Schedule A may come to be inaccurate or incomplete by reason of the addition, removal, modification or replacement of the Shared Areas/Facilities. In such cases, the Committee shall, as soon as practicable, by Unanimous Resolution add, remove, modify or replace Shared Areas/Facilities and by Unanimous Resolution determine the share of the costs to be borne by each Owner having regard to:

(a) the extent to which the addition, removal, modification or replacement is necessitated by an Owner or the use of the Owner's property;

(b) the extent of an Owner's intended use of the particular facility or Area/Facility;

(c) whether the addition or adjustment more fairly divides the Shared Area/Facility Costs; and

(d) other matters that may be taken reasonably into account;

and Schedule A will be deemed to be updated accordingly.

5.6 In addition to clause 5.5, even if no addition, removal, modification or replacement of the Shared Areas/Facilities has occurred, the Committee must review and by Unanimous Resolution determine the share of the costs to be borne by each Owner at least once every 5 years having regard to:

(a) whether the Shared Area/Facility Costs can be more fairly divided; and

(b) other matters that may be taken reasonably into account,

and Schedule A will be deemed to be updated accordingly.

5.7 In respect of so much of its property that is not the subject of these arrangements for Shared Areas/Facilities, each Owner must use reasonable endeavours to:

(a) keep it clean, tidy and in a well-ordered condition;

(b) maintain it in a state of good and serviceable repair, and in a condition which satisfies any statutory requirements; and

(c) subject to clauses 5.7 to 5.14, renew or replace it, if necessary.

Refurbishment of Shared Areas/Facilities

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5.8 The Committee must prepare and consider a plan for the refurbishment of the Shared Areas/Facilities, so as to ensure that those parts of the building are well maintained and in good working order (the "Refurbishment Plan").

5.9 The Refurbishment Plan shall include specifications, estimated costing and timing of the proposed refurbishment and timing of proposed payments by the Owners.

5.10 The Committee must do so at intervals of not less than seven (7) or more than ten (10) years after the date of this Statement, or the preparation of the last Refurbishment Plan, as appropriate.

5.11 At least 14 days' written notice of a meeting must be given to each Owner of a meeting at which it will be proposed that a draft Refurbishment Plan be prepared.

5.12 Each Owner shall be provided with a copy of the draft Refurbishment Plan at least two (2) months prior to the meeting of the Committee at which the draft Refurbishment Plan is to be considered.

5.13 The Committee may only approve the draft Refurbishment Plan and determine the manner of its implementation, by a Unanimous Resolution.

5.14 The Committee must implement the approved Refurbishment Plan as soon as practicable and may do everything necessary for that purpose, including applying for any requisite approval of statutory authorities.

5.15 To the extent to which the Owners' respective shares of the cost of the refurbishment are not determined by clause 5.4, their shares shall be determined by the Committee having regard to the criteria referred to in clause 5.5.

Restrictions on alterations

5.16 An Owner or Associate must not do any building work or allow any building work to be done, without the approval in writing of the Committee or as required or permitted by this Statement, so as to alter the appearance of the Building when viewed:

(a) from outside the Building; and

(b) from the Shared Areas/Facilities.

5.17 The approval of the Committee pursuant to clause 5.15 requires the Unanimous Resolution of the Committee.

5.18 An Owner or Associate must not do any building, refurbishing or decorating work not in keeping with the standards of a high-class residential complex.

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Administrative and sinking fund

5.19 The Committee must establish an Administrative Fund within 1 month after this Statement is registered. The Committee must use the Administrative fund to pay the Shared Costs that are not Sinking Fund costs.

5.20 The Committee must establish a Sinking Fund within 1 month after this Statement is registered. The Committee must use the Sinking Fund to pay for the renewal and replacement of the Shared Areas/Facilities.

5.21 The Committee must pay all money it receives into the appropriate bank account managed by the Committee.

5.22 The Committee may only withdraw money from its account to pay for things allowed by this Statement.

Restriction on exercise of functions:

5.23 The Committee must not do anything which would, and the Owners must not vote in favour of, or permit or allow any resolution to be passed which would in any manner make any change, alteration or addition which would adversely alter the standard or type of finishes within the Shared Facilities/Areas if the alterations would result in a standard inferior, to those existing at the of date of registration of this Statement.

6 INSURANCE

6.1 The Owners must comply with all relevant requirements concerning insurance of the Building including but not limited to the requirement to obtain a damage policy in accordance with Clause 3 Schedule 8A of the *Conveyancing Act 1919* and other insurances in accordance with Clause 4 Schedule 8A of the *Conveyancing Act 1919*.

6.2 Each Owner and Associate must:

(a) do everything reasonably necessary to assist an Owner to comply with the Owner's obligations under any insurance policy relating to the Building, at the request of the Owner; and

(b) not act or omit to act so as to render any insurance policy void or voidable.

7 CONTRIBUTIONS

Budget

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7.1 The Committee must determine annually a budget for a period of 12 months following the determination. The budget shall consist of the Committee's estimate of the costs and expenses to be incurred by the Committee under this Statement in that period, and shall specify:

(a) each cost or expense;

(b) each Owner's share of that cost or expense; and

(c) the date or dates on which the Owners must pay their shares to the Committee.

7.2 Each Owner shall be provided with a copy of the proposed budget at least one (1) month prior to the meeting of the Committee at which the proposed budget is to be considered.

7.3 The Committee may only approve the budget and determine the manner of its implementation, by a Unanimous Resolution.

Payment of costs and expenses

7.4 Each Owner must pay to the Committee its share of the Committee's actual or anticipated costs and expenses, according to the budget or other determination by the Committee. The Secretary must forward a copy of the budget or advice in writing of other determination of the Committee to each Owner. The budget or other determination may not require payment by an Owner of its share less than 28 days after service on it of the budget or notice of other determination.

Clarification of payment of costs and expenses

7.5 At any time before the first of the days on which an Owner must pay an amount to the Committee, an Owner may seek clarification of the liability of that Owner by written notice to the Secretary. The notice must:

(a) specify the matter which requires clarification; and

(b) specify any matters or facts which the Owner considers affect that Owner's share of any costs or expense.

7.6 The Committee must consider the request for clarification as soon as practicable. Thereafter, it shall notify each Owner:

(a) that the liability of the Owner to the Committee remains unchanged; or

(b) of a change in that liability, including the amount and date on which payment must be paid.

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Default

7.7 If an Owner fails to pay any amount payable pursuant to this Statement by the due date:

(a) that Owner may not vote at any meeting of the Committee until such time as the outstanding payment has been paid;

(b) at the option of the Committee, that Owner shall incur interest on the amount unpaid at the rate reasonably determined as appropriate by the Committee, but not exceeding 2% per annum above the highest overdraft rate from time to time charged by the Commonwealth Bank of Australia, if any; and

(c) that Owner must pay any expense incurred by the Committee in recovering or attempting to recover the outstanding payment.

7.8 If an Owner has sought clarification pursuant to clause 7.5, an Owner shall be deemed not to have failed to pay its share until the later of the date it receives notice under clause 7.6 and the date by which the payment is required by the clarification.

Records

7.9 The Secretary must keep proper accounting records of the financial transactions of the Committee, and must prepare a statement of the Committee's income and expenditure for consideration by the Committee at each of its meetings referred to in clause 4.2(b).

7.10 The Secretary must make the accounting records and financial statements available for inspection by an Owner during normal business hours, upon reasonable notice and the Secretary shall keep the accounting records and financial statements for seven (7) years from the date they are prepared or issued.

8 CLEANING

8.1 Despite anything else in this Statement, each Owner must arrange and pay for any graffiti apparent on the exterior portion of the Building forming part of its Stratum Lot to be removed on a regular basis.

9 SIGNAGE

9.1 No Owner or Associate may, without the prior written consent of the Committee, affix or exhibit any sign, light, advertisement, name or notice to the Building if it is visible from the Shared Areas/Facilities of the Building.

10 APPLICATIONS

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Applications

10.1 An Owner or Associate may ask the Committee to approve an activity that, without the approval of the Committee, is proscribed by this Statement.

10.2 Any request must be in writing and must be accompanied by all documents to which the Owner or Associate asks the Committee to have regard when considering the request.

10.3 The request must be forwarded to the Secretary, who must submit the request to the Committee for its consideration at its next meeting.

11 ACCESS TO SHARED AREAS/FACILITIES

11.1 Each Owner and Associate and the Committee may access the Shared Areas/Facilities to do things required or allowed by this Statement or under an Easement. Anything done under this clause must take account of and not adversely affect a tenant or lawful occupant of a Stratum Lot.

11.2 Notwithstanding any provision to the contrary in the Easement and this Statement, the Owners agree that the Supermarket Occupier has priority access over the Eastern Loading Dock.

11.3 Subject to this Statement, the Committee may:

(a) restrict access to parts of the Building which an Owner or Associate does not require access to get to the Owner's or Associate's Stratum Lot;

(b) restrict access to the Shared Areas/Facilities;

(c) specify which Owners and Associates and other persons are entitled to use and enjoy a Shared Area/Facility;

(d) secure doors or gates in the building between hours the Committee reasonably determines are appropriate to preserve the security of the Building and to protect the Owners and Associates and their property; and

(e) install and monitor CCTV cameras and engage security personnel as the Committee reasonably determines as appropriate to preserve the security of the Building and to protect the Owners and Associates and their property.

11.3 The Owners must pay for the costs and expenses incurred by the Committee under clauses 11.2(d) and (e) in accordance with the cost allocation in Schedule A. Schedule A also details the method used to apportion the Shared Areas/Facilities Costs.

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12 COMMITTEE ACCESS AND OTHER RIGHTS

12.1 The Committee (or its authorised users and contractors):

(a) may access and conduct works in relation to the Shared Areas/Facilities to do all things required by or allowed under this Statement so long as reasonable notice is given to the Owners, except in the case of an emergency when no notice is required;

(b) must maintain the Shared Areas/Facilities to an operational standard, or any higher standard as determined by the Committee;

(c) must, if the Shared Areas/Facilities are damaged, destroyed or fail to operate at any time and for any reason, as soon as possible, repair or replace the Shared Areas/Facilities;

(d) must not permit any of the Shared Areas/Facilities to fall into disrepair so as to become a hazard or nuisance;

(e) must consult, in good faith, with the Owners in relation to the nature, timing and location of any works the Committee carries out in relation to the Shared Areas/Facilities;

(f) in carrying out any rights under this Statement, must take all reasonable steps to ensure that:

(i) reasonable safety measures are taken in relation to any works;

(ii) the nature and extent of the works do not substantially and adversely effect the use of the relevant Stratum Lot;

(iii) due consideration is given to the activities and operations carried on within the relevant Stratum Lot;

(iv) all works are conducted in a proper and workmanlike manner and in accordance with all laws and the requirements of all authorities;

(v) as little damage as possible occurs to the Stratum Lot in which the works are being conducted; and

(vi) any damage to the relevant Stratum Lot is immediately made good

13. WATER USAGE, SEWER AND FIRE SERVICES

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13.1 The Owners acknowledge that water usage for the Building will be measured by four (4) master meters in accordance with Sydney Water requirements.

13.2 The Owners acknowledge that the water usage are separately metered and the Owners must pay the water usage for their respective Stratum Lots and the Owners must pay the water usage for the Shared Areas/Facilities in accordance with Schedule A.

13.3 The Owners acknowledge that the Building has two (2) water connections and four (4) sewer connections but that such connections are not divided up into different uses. Further, the Owners acknowledge that the water and sewer system for the Building is a Shared Area/Facility in which all Owners must contribute towards the costs of the repair, maintenance and replacement in accordance with this Statement.

13.4 Finally, the Owners acknowledge that the Building is one building for the purposes of the safety and compliance with the Building Code of Australia and that they will not do anything to their Stratum Lot that would cause a breach of any fire safety legislation or Building Code of Australia.

14. NOTICES

Contact Details

14.1 Each Owner must notify the other Owners of it s own and its authorised representative's address, and telephone and facsimile numbers.

Service

14.2 Any notice, approval or other communication under this Statement ("Notice") including to an Owner or to the Committee must be in writing and must be:

(a) delivered to the addressee personally;

(b) left at the then current address of the addressee;

(c) sent by pre-paid ordinary post to the current address of the addressee; or

(d) sent to the current facsimile number of the addressee.

14.3 The Notice will be deemed to have been received:

(a) on the day the addressee received the Notice, if delivered to the addressee personally.

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(b) on the second business day after posting, if posted.

(c) on the date on which the entire Notice was transmitted according to the transmission report of the machine from which the facsimile was sent, if sent by facsimile transmission.

15 LEGAL PROCEEDINGS

The Owners authorise and appoint:

(a) the Committee; and/or

(b) each Owner or other person appointed by the Committee (with that Owner's or person's consent)

to initiate, defend and maintain legal proceedings on behalf of the Committee.

16. GST

16.1 In this clause "GST" means any tax payable under *A New Tax System (Goods and Services Tax) Act 1999* (as amended) (the "Act") or any goods and services tax, consumption, value added or similar tax.

16.2 If the Committee is liable to pay GST with respect to anything supplied by or to the Committee, the Owners must pay the amount of GST in addition to any sum otherwise payable under this Statement ("the Sum Otherwise Payable"). Each Owner's liability will be apportioned in proportion to their liability for the supply.

16.3 An Owner must make payment under this clause after being given a tax invoice as required under the Act, on the date the Sum Otherwise Payable falls due or is paid, whichever is the earlier.

17. AMENDMENT OF STATEMENT

This Statement may be amended but only in accordance with section 196G of the *Conveyancing Act 1919.*

18. FURTHER SUBDIVISION

18.1 Each person bound by this Statement acknowledges and agrees that an Owner may carry out construction of the Building in a number of stages or may require to separate different components of their stratum lot which may involve the

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registration of one or more strata plans or plans of stratum subdivision in respect of any part of the Building for any purpose after the date of registration of this Statement.

18.2 All Owners must ensure that any lease or similar disposal of any portion of their Stratum Lot must include a term that provides the consent of the lessee or other right holder to (and requires them to do everything necessary to sign) any subdivision or strata plan or associated documentation contemplated in this clause 18.

18.3 Each Owner and Associate in the Building must:

(a) give consent to a subdivision or strata plan prepared pursuant to clause 18.1; and

(b) do all things necessary to ensure that an Owner can lodge any subdivision or strata plan prepared pursuant to clause 18.1 for registration, including but not limited to signing all such documentation as may be reasonably required by the Owner and producing certificates of title.

19 MAINTENANCE, REPAIR AND STRUCTURAL ADEQUACY

19.1 Stratum Lot Owner responsible for own Stratum Lot

Each Stratum Lot Owner must:

(a) properly maintain and keep in a state of good and serviceable repair that part of the Building within that Stratum Lot Owner's Stratum Lot;

(b) maintain the structures, conduits, machinery, equipment and any other thing or service integral to the proper operation and the support of any part of the Building (to the extent those structures, conduits, machinery, equipment and other things or services are located within the Stratum Lot Owner's Stratum Lot) at all times by, amongst other things, ensuring that those structures, conduits, machinery, equipment and any other thing or service are regularly inspected, maintained, repaired and kept in a sound structural and fully operational and working condition;

(c) properly operate and repair, and whenever reasonably necessary renew or replace any fixtures or fittings which may if not properly operated, repaired, renewed or replaced, have an adverse impact on the proper functioning of the Shared Building Facilities; and

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(d) allow the other Members at reasonable times on reasonable notice to enter a Stratum Lot Owner's Stratum Lot so as to access items within their own Stratum Lot where alternative access is not reasonably available or is likely to be substantially more costly, or to access that Stratum Lot or another Stratum Lot pursuant to any Easement in order to carry out maintenance, repairs, inspections, tests, renewals and renovations.

19.2 Failure of Stratum Lot Owner to carry out its obligations

(a) If the Stratum Lot Owner does not carry out its obligations under clause 19.1 then the Building Management Committee may do anything reasonably necessary for the purpose of exercising the requirements of clause 19.1, including:

(i) carrying out work on the Stratum Lot Owner's Lot to do anything the Stratum Lot Owner has failed to do under clause 19.1;

(ii) enter the Stratum Lot Owner's Lot with or without tools and equipment and remain there for the period of time for that purpose.

(b) In exercising its rights under this clause, the Building Management Committee must:

(i) ensure that all work is done properly;

(ii) cause as little interference as practical to any occupier of the Stratum Lot Owner's Lot;

(iii) cause as little damage as possible to the Stratum Lot Owner's Lot and any improvements on it; and

(iv) if damage (being damage arising because the Stratum Lot Owner's Lot has not complied with clause 19.1) is caused, restore the Stratum Lot Owner's Lot as nearly as practicable to the condition it was in before the damage occurred.

(c) Except where urgent work is required, the Building Management Committee must:

(i) before exercising its rights under clause 19.2(a), by written notice, give the Stratum Lot Owner a reasonable period of time, having regard to the nature of the obligation not performed, to carry out the obligation;

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(ii) give the Stratum Lot Owner reasonable notice of intention to enter the Stratum Lot Owner's Lot.

20. UPGRADING AND REDEVELOPMENT

20.1 Members' acknowledgment

(a) The Members agree and acknowledge that in addition to and in compliance with the requirements of this Statement, the Building will require upgrading from time to time.

(b) The Members agree not to unreasonably withhold their consent to any application by a Member to carry out any upgrading work, so long as the proposed upgrading works are in accordance with the requirements of Northern Beaches Council or any other Governmental Agencies or the Maintenance Manual.

20.2 Members' rights

Each member may, in its absolute discretion and at its sole cost upgrade the part of the land that it owns.

20.3 Members to meet

The Members must, at intervals of not less than five years commencing on the date of this Statement, convene a meeting of the Building Management Committee to discuss the state of the whole of the building. If the Committee by Unanimous Resolution decides to carry out upgrading of the building, it will request the Secretary to prepare a detailed plan to carry out the upgrading works.

20.4 Plan preparation

The Secretary must, if requested by the Building Management Committee, prepare detailed plans for the upgrading works including costings and funding arrangements, and submit the plan to the members for their consideration.

20.5 Consideration of plan

Within 42 days after the Secretary submits the plan to each member, the Building Management Committee must meet to consider the plan and to decide if the plan will be implemented.

20.6 Effecting works

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If the Building Management Committee reaches agreement under Clause 20.5, the Secretary must obtain any approvals required by statutory authorities for undertaking and completing the upgrading works, and engage contractors as necessary to complete the works. The Members must do all things reasonably necessary to enable the Secretary to obtain these approvals and engage the contractors.

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Office Use Only Registered: 29.08.2018		Office Use Only DP1241568

EXECUTION

EXECUTED by KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 in accordance with the Corporations Act 2001)

Signature of Authorised Person

DIRECTOR
Office held

DAVID CREMONA
Name of Authorised Person (please print)

Signature of Authorised Person

SECRETARY
Office held

ROBYN MCCULLY
Name of Authorised Person (please print)

Approved Form 12	**Building Management Statement**	Sheet 26 of 30 sheets
Registered: 29.08.2018 (Office Use Only)		DP1241568 (Office Use Only)

SCHEDULE A - SHARED AREAS/FACILITIES AND COST ALLOCATION

No.	Shared Facility	Location	% of Cost to be allocated to Owner of Lot 1	% of Cost to be allocated to Owner of Lot 2	Method used to apportion cost of Shared Facility
1.	Common Areas	Various	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
2.	Emergency Egress	Various	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lots
3.	Services	Various	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
4.	Fire Services	Various	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
5.	Parking Level 3 Stormwater Pump Out Pits	Parking Level 3 near grids H\20 & J\8	58%	42%	Total square metre of each Stratum Lot
6.	Parking Level 3 Sprinkler Tank	Parking Level 3 near grids F\10	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
7.	Parking Level 3 Diesel Booster Pump Room	Parking Level 3 near grids G\12	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
8.	Parking Level 3 Eastern Carpark Supply Air Plant Room	Parking Level 3 near grids Cb\C9	58%	42%	Total square metre of each Stratum Lot
9.	Parking Level 3 Western Carpark Supply Air Plant Room	Parking Level 3 near grids Ac\A9	58%	42%	Total square metre of each Stratum Lot
10.	Parking Level 2 Emergency Diesel Generators for the Parking Level 3 Stormwater Pump Out Pits	Parking Level 2 near grids E\25	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
11.	Parking Level 2 Western Carpark Supply Air Plant Room	Parking Level 2 near grids Ab\A11	58%	42%	Total square metre of each Stratum Lot
12.	Parking Level 2 Fire Stairs 'D1' Stair Pressurisation Plant Room	Parking Level 2 near grids O\25	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
13.	Parking Level 2 Fire Stair 'B2-1' Stair Pressurisation Plant Room	Parking Level 2 near grids D\6	58%	42%	Total square metre of each Stratum Lot

Approved Form 12	**Building Management Statement**	Sheet 27 of 30 sheets
Registered: 29.08.2018 (Office Use Only)		DP1241568 (Office Use Only)

No.	Shared Facility	Location	% of Cost to be allocated to Owner of Lot 1	% of Cost to be allocated to Owner of Lot 2	Method used to apportion cost of Shared Facility
No.	**Shared Facility**	**Location**	**% of Cost to be allocated to Owner of Lot 1**	**% of Cost to be allocated to Owner of Lot 2**	**Method used to apportion cost of Shared Facility**
14.	Parking Level 2 Carpark Exhaust Fan	Parking Level 2 near grids J\23	58%	42%	Total square metre of each Stratum Lot
15.	Parking Level 2 Carpark Exhaust Plant Rooms	Parking Level 2 near grids C\6 & O\15	58%	42%	Total square metre of each Stratum Lot
16.	Parking Level 2 Residential Buildings 'B' & 'C' and Eastern Commercial Main Switch Board Room	Parking Level 2 near grids B\2	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
17.	Parking Level 2 Hydrant Tank	Parking Level 2 near grids Cb\C10	82%	18%	Number of bedrooms (or equivalent)existing within each Stratum Lot
18.	Parking Level 2 Eastern Carpark Supply Air Plant Room	Parking Level 2 near grids O\3	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
19.	Parking Level 1 OSD Tank	Parking Level 1 near grids E\4	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
20.	Parking Level 1 Fire Stair 'C2' Stair Pressurisation Plant Room	Parking Level 1 near grids P\16	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
21.	Parking Level 1 Fire Stair 'B1' Stair Pressurisation Plant Room	Parking Level 1 near grids E\11	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
22.	Parking Level 1 Fire Stair 'C1' Stair Pressurisation Plant Room	Parking Level 1 near grids O\7	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
23.	Parking Level 1 Fire Stair 'A3' Stair Pressurisation Plant Room	Parking Level 1 near grids L\23	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
24.	Parking Level 1 Fire Stair 'A2' Stair Pressurisation Plant Room	Parking Level 1 near grids Ae\A9	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot

Approved Form 12	**Building Management Statement**	Sheet 28 of 30 sheets

Office Use Only	Office Use Only
Registered: 29.08.2018	DP1241568

No.	Shared Facility	Location	% of Cost to be allocated to Owner of Lot 1	% of Cost to be allocated to Owner of Lot 2	Method used to apportion cost of Shared Facility
25.	Parking Level 1 Fire Stair 'C3-1' Stair Pressurisation Plant Room	Parking Level 1 near grids Cb\C10	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot

Approved Form 12	**Building Management Statement**	Sheet 29 of 30 sheets
Registered: 29.08.2018 (Office Use Only)		DP1241568 (Office Use Only)

No.	Shared Facility	Location	% of Cost to be allocated to Owner of Lot 1	% of Cost to be allocated to Owner of Lot 2	Method used to apportion cost of Shared Facility
26.	Parking Level 1 Residential Buildings 'A' & 'D' and Western Commercial Main Switch Board Room	Parking Level 1 near grids S\21	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
27.	Parking Level 1 MDF Room	Parking Level 1 near grids Ac\A10	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
28.	Parking Level 1 Western Carpark Supply Air Plant Rooms	Parking Level 1 near grids Ac\A9 and Ab\A7	58%	42%	Total square metre of each Stratum Lot
29.	Parking Level 1 Eastern Carpark Supply Air Plant Room	Parking Level 1 near grids O/3	58%	42%	Total square metre of each Stratum Lot
30.	Parking Level 1 Eastern Carpark Exhaust Room	Parking Level 1 near grids G\6	58%	42%	Total square metre of each Stratum Lot
31.	Parking Level 1 Western Carpark Exhaust Rooms	Parking Level 1 near grids O\25 and J\22	58%	42%	Total square metre of each Stratum Lot
32.	Carpark entry card readers/security system and gates		70%	30%	Gross floor area of each Stratum Lot
33.	Ground Level Western Loading Dock	Ground floor near grids K\26	70%	30%	Gross floor area of each Stratum Lot
34.	Ground Level Eastern Loading Dock	Ground floor near grids F\4	70%	30%	Gross floor area of each Stratum Lot
35.	Ground Level Master Gas Regulator Room	Ground floor near grids Ac\A11	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
36.	Ground Level Western Sprinkler Alarm Valve Room	Ground floor near grids H\28	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
37.	Ground Level Eastern Sprinkler Alarm Valve Room	Ground floor near grids S\14	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
38.	Ground Level Sprinkler Electrical Pump Room	Ground floor near grids S\13	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot

Approved Form 12	**Building Management Statement**	Sheet 30 of 30 sheets
Office Use Only Registered: 29.08.2018		Office Use Only DP1241568

No.	Shared Facility	Location	% of Cost to be allocated to Owner of Lot 1	% of Cost to be allocated to Owner of Lot 2	Method used to apportion cost of Shared Facility
39.	Ground Level Fire Control Room	Ground floor near grids R\5	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
40.	Lift 'C3-1'	Near grids Cb\C9	82%	18%	Number of bedrooms (or equivalent) existing within each Stratum Lot
41.	Ground Level Plaza	Ground level	70%	30%	Gross floor area of each Stratum Lot
42.	Level 7 Building 'C' Roof Plant Area	Level 7 Building 'C' near grids P\12	70%	30%	Gross floor area of each Stratum Lot
43.	Level 7 Building 'D' Roof Plant Area	Level 7 Building 'D' near grids P\24	70%	30%	Gross floor area of each Stratum Lot
44.	General landscaping, lawn and garden areas		70%	30%	Gross floor area of each Stratum Lot
45.	Water and Sewer usage for Common Areas including Water and Sewer maintenance		70%	30%	Gross floor area of each Stratum Lot
46.	Eastern Loading Dock Platform Lift	Ground floor near grids H\2	58%	42%	Total square metre of each Stratum Lot

Note: For shared facilities that have a reference to 'near grid' consult the architectural design drawings held by the Building Management Committee to locate the grid line intersection referred to.

Office of the Registrar-General /Src:Hazlett /Ref:Astrodr-Ann-SEO

THIS FORM MUST NOT BE USED WHERE RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE A MULTIPLE TRANSFER FORM IS UNSUITABLE.

Lodgment 2.100
Endorsement 1.050

No. K 184348

New South Wales 1965 11 9 PM 12:30

MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

renumbered K 607819 B 341499

REGISTRAR-GENERAL NEW SOUTH WALES

SEVEN SHILLINGS STAMP DUTY

£3.150

RECEIVED 11 MAY 1966

Trusts must not be disclosed in the transfer.

Printing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

ASSESSED

NEW SOUTH WALES $=0225 STAMP DUTY

I, BANK OF NEW SOUTH WALES (herein called transferor)

a If a less estate, strike out "in *fee simple*" and interline the required alteration.

being registered as the proprietor of an estate in fee simple[a] in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of ONE THOUSAND POUNDS — (£1000.0.0.) (the receipt whereof is hereby acknowledged) paid to it by DERRIN BROS. PTY. LIMITED and in consideration of the sum of Ten shillings (10/-) (the receipt whereof is hereby acknowledged) paid to the said Derrin Bros. Pty. Limited by Grocery and General Merchants Limited (herein called the Transferee) do hereby at the request and by the direction of the said Derrin Bros. Pty. Limited (testified by its execution hereof)

and grant ~~do hereby~~ transfer to

b Show in BLOCK LETTERS the full name, postal address and description of the person taking, and if more than one whether they hold as joint tenants or tenants in common.

GROCERY AND GENERAL MERCHANTS LIMITED

(herein called transferee)

out of ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

c The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar General (e.g. "and being Lot section D.P. ").

Unless authorised by Reg. 53 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

County.	Parish.	Reference to Title. Whole or Part.	Vol.	Fol.	Description of Land[c] (if part only).
CUMBERLAND	MANLY COVE	PART	5027	151	being a strip of land six inches in width and eighty-seven feet two inches in length from Pittwater Road along and adjacent to the southern boundary of Volume 5027 Folio 151, and being strip shown as proposed easement 6" wide in D.P. 522354.

J.H.L.

6944-33

5(437)—1 W K 1165—4 V. C. N. Blight, Government Printer

26522D

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

~~And the transferee covenant(s) with the transferor~~

An easement as appurtenant to the land comprised in Certificate of Title Volume 6946 Folio 62 to permit the overhang by the northern wall of the building erected on the land comprised in Certificate of Title Volume 6946 Folio 62 ~~and the encroachment by the projecting foundation footings of the said wall~~ to continue during the existence of the said building as at present constructed on the said land comprised in Certificate of Title Volume 6946 Folio 62 and until the same shall be added to demolished structurally altered or rebuilt and to have the northern wall of the said building erected on the said land comprised in Certificate of Title Volume 6946 Folio 62 supported by the southern wall as now erected of the building erected on the land comprised in Certificate of Title Volume 5027 Folio 151 to the extent to which the said northern wall derives buttress support from the said southern wall as now erected during the existence of the said building as at present constructed on the said land comprised in Certificate of Title Volume 6946 Folio 62 and until the same shall be added to demolished structurally altered or rebuilt.

d Strike out if unnecessary, or suitably adjust.

(i) If any easements are to be created or any exceptions to be made; or

(ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 98 of the Conveyancing Act, 1919.

d Covenants A731054 $27/2/1969

ENCUMBRANCES, &c., REFERRED TO.*

* A very short note will suffice.

Sc 437—2 K 1165—2

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

/ Execution in New South Wales may be proved if this instrument is signed or acknowledged before the Registrar General, or Deputy Registrar General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident (a) *in any part of His British dominions outside the State of New South Wales* by signing or acknowledging before the Registrar General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justices of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or a British Consular Officer, or a British Consular Officer exercising such functions in that part, or such other person as the Chief Justice of New South Wales may appoint.

(b) *in the United Kingdom* by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) *in any foreign place* by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent). (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioners' Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

p Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar General, Deputy Registrar General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 15th day of June 1965.

The Common Seal of Bank of New South Wales was hereunto duly affixed in the presence of the Directors whose signatures are set opposite hereto and of

Secretary

Acting

Transferor.

Director

Director

THE COMMON SEAL OF DERRIN BROS. PTY. LIMITED was hereunto affixed by authority of the Board of Directors and in the presence of :

Secretary

Director

Signed in my presence by the transferee

WHO IS PERSONALLY KNOWN TO ME

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

Director

Transferee(s).

DERRIN BROS. PTY. LIMITED

The Common Seal of GROCERY AND GENERAL MERCHANTS LIMITED was hereunto affixed by order of the Board and in the presence of

Liquidator

Secretary.

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

In Liquidation

Director

Liquidator

The Common Seal of GROCERY AND GENERAL MERCHANTS LIMITED Was hereunto affixed by order of the Board and in the presence of:

Secretary.

Director.

MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. *Miscellaneous Register under the authority of which he has just executed the within transfer.*

Signed at *the* *day of* 19 .

Signed in the presence of—

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 name purporting to be such signature of the said* *is* *own handwriting, and that he was of sound mind and freely and voluntarily signed the same.*

* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, 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 Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

Sr 417—3 K 1165—)

BADDOCK MACPHERSON & WARSH

K 607819

~~K 341499~~

No. ~~K 134346~~

LODGED BY R. THORNTON & SON SOLICITORS
185 ELIZABETH ST., SYDNEY.

FEES.

The Fees which are payable on lodgment, are as follows:—

(a) £2 10s. 0d. where the memorandum of transfer is accompanied by the Original Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.

(b) A supplementary charge of £1 is made in each of the following:—
(i) Where a restrictive covenant is imposed; or
(ii) A new easement is created; or
(iii) A partial discharge of mortgage is endorsed on the transfer.

DOCUMENTS LODGED HEREWITH.
To be filled in by person lodging dealing.

1
2
3
4
5
6

Received Docs. Nos.
Receiving Clerk.

PARTIAL DISCHARGE OF MORTGAGE.
(N.B.—Before execution 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.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at this day of 19 .

Signed in my presence by

who is personally known to me.

Mortgagee.

INDEXED

MEMORANDUM OF TRANSFER
a grant of easements

Checked by

Particulars entered in Register Book.

Passed in S.D.B. by

on 9-3-1967

Signed by

at 4 P.M.

Registrar-General.

PROGRESS RECORD.

	Initials.	Date.
Sent to Survey Branch		
Received from Records		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrossers		
Cancellation Clerk		

Vol. Fol.

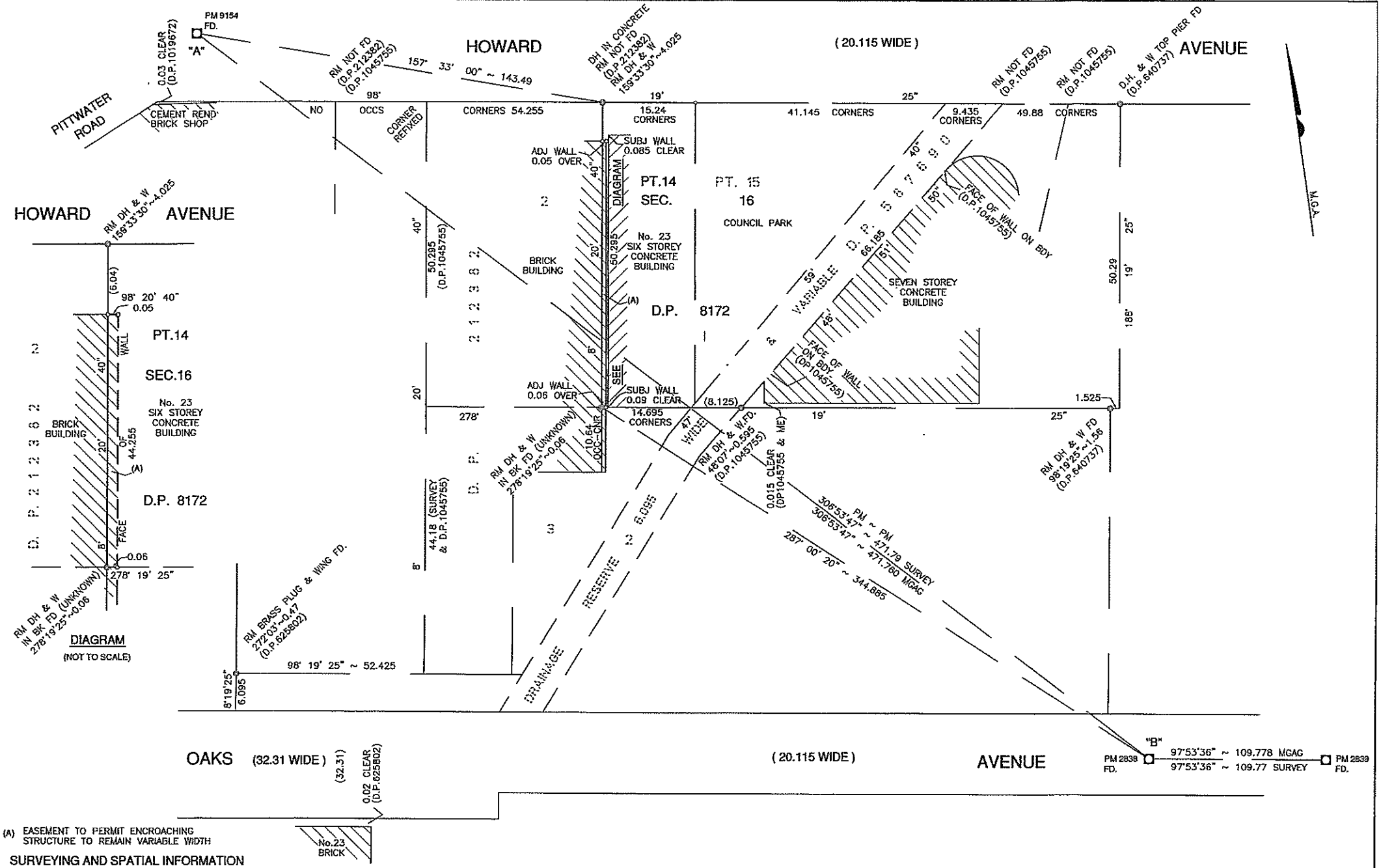
LEAVE THESE SPACES FOR DEPARTMENTAL USE.

Baddock Macpherson

D10826

& 07 A K118

PLAN FORM 2 (A2) WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION Sheet 1 of 1 sheets



(A) EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH

SURVEYING AND SPATIAL INFORMATION REGULATION 2006 : CLAUSE 61(2)

MARK	M.G.A. CO-ORDINATES EASTING	M.G.A. CO-ORDINATES NORTHING	ZONE	CLASS	ORDER
PM 2839	341 909.834	6 263 765.053	56	B	2
PM 2838	341 801.107	6 263 780.127	56	B	2
PM 9154	341 423.865	6 264 063.330	56	B	2

SOURCE : S.C.I.M.S. DATED 7TH FEBRUARY 2012
COMBINED SCALE FACTOR : 0.999902

10 20 30 40 50 60 Table of mm 90 100 110 120 130 140 150

SURVEYOR: JOHN A. WATSON
Date of Survey: 10/02/2012
Surveyors Ref: 11/509A

PLAN OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH OVER PART LOT 14, SEC. 16 IN D.P.8172.

L.G.A. : WARRINGAH
Locality : DEE WHY
Subdivision No.: ——
Lengths are in metres. Reduction Ratio 1:400

Registered 12.9.2012

DP1178758 P

Office of the Registrar-General /Src:Hazlett_/Ref:Astrobr-Ann-SEP will lead to rejection

DEPOSITED PLAN ADMINISTRATION SHEET

Sheet 1 of 1 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.
use of land or positive covenants.

PURSUANT TO SEC. 88B OF THE CONVEYANCING ACT 1919 IT IS INTENDED TO CREATE:

1. EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH.

EXECUTED BY SMETHFORD PTY LIMITED ACN 152 020 221

Sole Director/Secretary

NEIL OLOFSSON
COMPANY SECRETARY

Kurt Andrew Wilkinson
Director

EXECUTED BY
Brookfield Dee Why Pty Ltd
ACN 112 246 072

If space is insufficient use PLAN FORM 6A annexure sheet.

Crown Lands NSW/Western Lands Office Approval

I ..... in approving this plan certify
(Authorised Officer)
that all necessary approvals in regard to the allocation of the land shown hereon have been given.
Signature: .....
Date: .....
File No.: .....
Office: .....

Subdivision Certificate

I hereby 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. .....

*Delete whichever is inapplicable.

DP1178758 S

Registered: 12.9.2012

Title System: TORRENS

Purpose: EASEMENT

*OFFICE USE ONLY

PLAN OF EASEMENT TO PERMIT ENCROACHING STRUCTURE TO REMAIN VARIABLE WIDTH OVER PART LOT 14 SEC. 16 IN D.P.8172.

L.G.A.: WARRINGAH

Locality: DEE WHY

Parish: MANLY COVE

County: CUMBERLAND

Surveying and Spatial Information Regulation, 2006

I, JOHN ARTHUR WATSON

of WATSON BUCHAN SURVEYORS
PO BOX 176, CARINGBAH. 1495

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 10/02/2012

The survey relates to EASEMENT

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

(Signature).....Dated: 10/02/2012
Surveyor registered under the Surveying and Spatial Information Act 2002
Datum Line: "A"–"B"
Type: Urban/Rural

Plans used in preparation of survey/compilation.

D.P.8172 D.P.1019672
D.P.1038412 D.P.625802
D.P.212382 D.P.587690
D.P.640737 D.P.1045755
PLAN OF REDEFINITION BY SURVEYOR J.A.WATSON DATED 10/02/2012

If insufficient space use PLAN FORM 6A annexure sheet

SURVEYOR'S REFERENCE: 11/509A

Instrument Setting Out Terms Of Easements Intended to be Created or Released, Restrictions on the Use Of Land and Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919 as amended

DP1178758 B

Plan of Easement to Permit Encroaching Structure to Remain variable width Over Part 14 Section 16 D.P. 8172

Full name and address of the owner of the land	Smethford Pty Limited P O BOX 681 DARLINGHURST NSW 1300

Part 1

1. Identity of easement, restrictions or positive covenant to be created and firstly referred to in the plan	Easement to Permit Encroaching Structure to Remain Variable width

Schedule of lots, etc. affected

Lots Burdened	Lots, relevant roads, bodies or prescribed authorities benefited
Part Lot 14 Section 16 in D.P. 8172	Lot 2 D.P 212382

1) Executed by Smethford Pty Limited ACN 152 020 121

In accordance with Section 127 of the Corporations Act

Sole Director/Secretary. Director

Richard Scheinberg

Name of Director Name of Director

REGISTERED 12.9.2012

,

Form: 13PC
Release: 3·1

POSITIVE COVENANT

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

AN583950M

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

(A) **TORRENS TITLE**

100/1235895

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1056P	MERITON GROUP DX 1177 SYDNEY TEL: 9287 2539, LPI NO: 123759V Reference: LW: PC: On-site Stormwater Detention, Dee Why	PC

(C) **REGISTERED PROPRIETOR**

Of the above land
KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 01 August 2018

(G) **Execution by the prescribed authority** Northern Beaches Council by its authorised delegate pursuant to s377 of Local Government Act 1993

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

I am an eligible witness and delegate

I am authorised to make this amendment 1/8/18

Signature of witness:

Name of witness: GERAINT BREESE

Address of witness: C/o NORTHERN BEACHES COUNCIL 725 PITTWATER RD DEE WHY

Signature of authorised officer:

Name of authorised officer: ROBERT BARBOTO

Position of authorised officer: PRINCIPAL ENGINEER MAJOR DEVELOPMENTS

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: KARIMBLA PROPERTIES (NO. 41) PTY LTD
Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Signature of authorised person:

Name of authorised person:
Office held: DIRECTOR
DAVID CREMONA

Signature of authorised person:

Name of authorised person:
Office held: SECRETARY
ROBYN McCULLY

(H) **Consent of the** N.A

The N.A under N.A No. N.A., agrees to be bound by this positive covenant.

I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

Signature of N.A.

RELODGED
17 AUG
TIME: 11.47

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

Annexure: A to POSITIVE COVENANT

Parties:

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198.

Dated: 01 August 2018

The registered proprietor covenants with the Northern Beaches Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

1. The registered proprietor will:

   (a) keep the structure and works clean and free from silt, rubbish and debris

   (b) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

2. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

3. The registered proprietor shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the On-site Stormwater Detention (OSD), or failure to clean, maintain and repair the OSD.

4. By written notice the Council may require the registered proprietor to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

5. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:

   (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 3 hereof.

   (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

      i. Any expense reasonably incurred by it in exercising its powers under subparagraph a hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

      ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

NORTHERN BEACHES COUNCIL

Authorised Person

Annexure: A to POSITIVE COVENANT

Parties:

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198.

Dated: 01 August 2018.

6. This covenant shall bind all persons who claim under the registered proprietor as stipulated in section 88E(5) of the Act.

7. For the purposes of this covenant:

(a) Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plans approved by Council No: DA2016/0705 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater on the land.

(b) The Act means the Conveyancing Act 1919.

NORTHERN BEACHES COUNCIL

Authorised Person

Lodger Details

Lodger Code 123828D
Name
Address
Lodger Box 629W
Phone
Email
Reference 1025992 - Gallagher

For Office Use Only

AN583591P

M

MORTGAGE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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

Estate and/or interest being mortgaged

FEE SIMPLE

Land Title Reference	Part Land Affected?	Land Description
57/263378		

Mortgagor

Given Name(s)	Beverley Joan
Family Name	Gallagher

Mortgagee

Name	Pepper Finance Corporation Limited
ACN	094 317 647

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AH107429

(b) Additional terms and conditions

1. The mortgagee has agreed to lend **$315,000.00 to** the mortgagor or at the request of the mortgagor. This amount together with any further advances is called the *principal sum.*
2. The mortgagor acknowledges indebtedness to the mortgagee for the principal sum and agrees to pay to the mortgagee the *principal sum* together with interest and all other money due to the mortgagee at the times agreed with the mortgagee, or failing agreement on demand.
3. Clauses 1 and 2 do not limit the operation of this mortgage to secure all money owing to the mortgagee by the mortgagor on any account whatever as set out in more detail in the mortgage common provisions.

Mortgagor Execution

Certified correct for the purposes of the Real Property Act 1900 by the mortgagor or their representatives.

I certify that I am an eligible witness and that the mortgagor (or their attorney) who I have either known for more than 12 months, or I have sighted identifying documentation signed this mortgage in my presence.

Executed on behalf of Beverley Joan Gallagher

Signer Name Beverley Joan Gallagher

Signature

Execution Date 03-07-2018

Full Name of Witness Paul McGeachie

Witness Signature

Witness Address 24 Berry Street Nowra NSW 2541

Mortgagee Execution

1. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents, has taken reasonable steps to verify the identity of the mortgagor.
2. The Certifier has taken reasonable steps to verify the identity of the mortgagee.
3. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
4. The Certifier has retained the evidence supporting this Registry Document.
5. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and complaint with relevant legislation and any Prescribed Requirement.

Executed on behalf of Pepper Finance Corporation Limited

Signer Name Shaurya Raibhandari

Signer Organisation GALILEE SOLICITORS

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

Execution Date 13/8/2018

Form: 13PC
Release: 3-1

POSITIVE COVENANT

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

AN583952H

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

(A) **TORRENS TITLE** 100/1235895

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1056P	MERITON GROUP DX 1177 SYDNEY TEL: 9287 2539, LPI NO: 123759V Reference: LW: PC: Stormwater Quality Devices, Dee Why	PC

(C) **REGISTERED PROPRIETOR**
Of the above land
KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372

(D) **LESSEE MORTGAGEE or CHARGEE**
Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**
Within the meaning of section 88E(1) of the Conveyancing Act 1919
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 01 August 2018

(G) **Execution by the prescribed authority** Northern Beaches Council by its authorised delegate pursuant to s377 of Local Government Act 1933

I certify that I am an eligible witness and that an authorised officer/delegate of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

I am authorised to make this amendment Liz Wop 16/8/18

Signature of witness: [signature]
Name of witness: GERAINT BREESE
Address of witness: 96 Northern Beaches Council 725 Pittwater Rd Dee Why

Signature of authorised officer: [signature]
Name of authorised officer: ROBERT BARBUTO
Position of authorised officer: PRINCIPAL ENGINEER MAJOR DEVELOPMENTS

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: KARIMBLA PROPERTIES (NO. 41) PTY LTD
Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Signature of authorised person: [signature]
Name of authorised person:
Office held: DIRECTOR DAVID CREMONA

Signature of authorised person: [signature]
Name of authorised person:
Office held: SECRETARY ROBYN McCULLY

(H) **Consent of the** N.A
The N.A under N.A No. N.A., agrees to be bound by this positive covenant.
I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of N.A.

RELODGED

TIME: 11.47

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

Annexure: A to POSITIVE COVENANT

Parties:

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated: 01 August 2018

The registered proprietor covenants with the Northern Beaches Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

1. The registered proprietor will:

   (a) keep the structure and works clean and free from silt, rubbish and debris

   (b) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

2. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

3. The registered proprietor shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the stormwater quality devices (SQD), or failure to clean, maintain and repair the SQD.

4. By written notice the Council may require the registered proprietor to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

5. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:

   (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 3 hereof.

   (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

      i. Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

      ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

NORTHERN BEACHES COUNCIL

Authorised Person

Annexure: A to POSITIVE COVENANT

Parties:

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated: 01 August 2018

6. This covenant shall bind all persons who claim under the registered proprietor as stipulated in section 88E(5) of the Act.

7. For the purposes of this covenant:

(a) Structure and Works shall mean the stormwater quality devices constructed on the land as set out in the plans approved by Council No: DA2016/0705 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, surfaces and rainwater tanks designed to improve stormwater quality draining from the land.

(b) The Act means the Conveyancing Act 1919.

NORTHERN BEACHES COUNCIL
Authorised Person

) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Form: 13PC
Release: 3·1

POSITIVE COVENANT

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

AN583953F

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

(A) **TORRENS TITLE** 100/1235895 ?

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1056P	MERITON GROUP DX 1177 SYDNEY TEL: 9287 2539, LPI NO: 123759V Reference: LW: PC: Flood Barrier System, Dee Why	PC

(C) **REGISTERED PROPRIETOR** Of the above land
KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372

(D) **LESSEE MORTGAGEE or CHARGEE** Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 01 August 2018

(G) **Execution by the prescribed authority** Northern Beaches Council by its authorised delegate pursuant to s377 of Local Government Act 1993
I certify that I am an eligible witness and that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

I am authorised to make this amendment by way of delegation 16/8/18

Signature of witness: [signature]
Name of witness: GERAINT BREESE
Address of witness: C/o NORTHERN BEACHES COUNCIL 725 PITTWATER RD DEE WHY

Signature of authorised officer: [signature]
Name of authorised officer: ROBERT BARBUTO
Position of authorised officer: PRINCIPAL ENGINEER MAJOR DEVELOPMENTS

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: KARIMBLA PROPERTIES (NO. 41) PTY LTD
Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Signature of authorised person: [signature]
Name of authorised person:
Office held: DIRECTOR
DAVID CREMONA

Signature of authorised person: [signature]
Name of authorised person:
Office held: SECRETARY
ROBYN MCCULLY.

(H) **Consent of the** N.A
The N.A under N.A No. N.A. , agrees to be bound by this positive covenant.
I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of N.A.

RELODG
17 AUG
TIME: 11.47

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

Annexure: A to POSITIVE COVENANT

Parties:

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated: 01 August 2018

The registered proprietor covenants with the Northern Beaches Council (Council) that they will maintain and repair the structure and works on the land in accordance with the following terms and conditions:

1. The registered proprietor will:

   (a) keep the structure and works clean and free from silt, rubbish and debris

   (b) maintain and repair at the sole expense of the registered proprietors the whole of the structure and works so that it functions in a safe and efficient manner.

2. For the purpose of ensuring observance of the covenant the Council may by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and the state of construction maintenance or repair of the structure and works on the land.

3. The registered proprietor shall indemnify the Council and any adjoining land owners against any claims for damages arising from the failure of any component of the flood barrier system, or failure to clean, maintain and repair the flood barrier system.

4. By written notice the Council may require the registered proprietor to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the structure and works and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

5. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:

   (a) In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in clause 3 hereof.

   (b) The Council may recover from the registered proprietor in a Court of competent jurisdiction:

      i. Any expense reasonably incurred by it in exercising its powers under subparagraph (a) hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said work, supervising the said work and administering the said work together with costs, reasonably estimated by the Council, for the use of machinery, tools and equipment in conjunction with the said work.

      ii. Legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

NORTHERN BEACHES COUNCIL

Authorised Person

Annexure: A to POSITIVE COVENANT

Parties:

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated: 01 August 2018.

6. This covenant shall bind all persons who claim under the registered proprietor as stipulated in section 88E(5) of the Act.

7. For the purposes of this covenant:

(a) Structure and Works shall mean the flood barrier system constructed on the land as set out in the plans approved by Council No: DA2016/0705 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater on the land.

(b) The Act means the Conveyancing Act 1919.

NORTHERN BEACHES COUNCIL
Authorised Person

Form: 13PC
Release: 3·1

POSITIVE COVENANT

New South Wales
Section 88E(3) Conveyancing Act 191[illegible]

AN583954D

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

(A) **TORRENS TITLE** 100/1235895

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1056P	MERITON GROUP DX 1177 SYDNEY TEL: 9287 2539, LPI NO: 123759V Reference: LW: PC: Waste Services, Dee Why	PC

(C) **REGISTERED PROPRIETOR** Of the above land
KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372

(D) **LESSEE MORTGAGEE or CHARGEE** Of the above land agreeing to be bound by this positive covenant

Nature of Interest	Number of Instrument	Name
NOT APPLICABL	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY** Within the meaning of section 88E(1) of the Conveyancing Act 1919
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 01 August 2018

(G) **Execution by the prescribed authority** Northern Beaches Council by its authorised delegate pursuant to s377 of Local Government Act 1993.
I certify that I am an eligible witness and that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

I am authorised to make this amendment by way of delegation 16/8/18

Signature of witness: [signature] Signature of authorised officer: [signature]
Name of witness: GERAINT BREESE Name of authorised officer: ROBERT BARBOTO
Address of witness: 90 NORTHERN BEACHES COUNCIL, 725 PITTWATER RD DEE WHY Position of authorised officer: PRINCIPAL ENGINEER MAJOR DEVELOPMENTS

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Company: KARIMBLA PROPERTIES (NO. 41) PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: [signature] Signature of authorised person: [signature]
Name of authorised person: DAVID CREMONA Name of authorised person: ROBYN McCULLY
Office held: DIRECTOR Office held: SECRETARY

(H) **Consent of the** N.A
The N.A under N.A No. N.A., agrees to be bound by this positive covenant.
I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of N.A.
Name of witness: _____
Address of witness: _____

RELEASED 17 Aug

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

TIME: 11.47 1303

Annexure: A to POSITIVE COVENANT

Parties:

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated: 01 August 2018

1. In this Covenant the expressions defined in this clause shall have the meanings ascribed to them unless the context otherwise requires:

   a. Strata Scheme means any strata registered under the Strata Schemes (Freehold Development) Act 1973 (NSW), Strata Schemes (Leasehold Development) Act 1986 (NSW) or if any such Act is repealed, under any replacement Act.

   b. Contractor means any entity engaged by the Prescribed Authority to remove waste from the Land Burdened and any sub-contractor, officer, employee or agent of that entity and includes any officer, employee or agent of the Prescribed Authority.

   c. Land Burdened means the land described in Certificate of Title Folio Identifier

   d. Prescribed Authority means Northern Beaches Council and any local government council with which that Council may merge and any other Prescribed Authority within the meaning of Section 88E of the Conveyancing Act 1919 (NSW) which may be responsible for the removal of waste from the Land Burdened.

   e. Owners corporation means an owners corporation as defined in the Strata Schemes Management Act 1996 (NSW) or a community association, neighbourhood association or precinct association as defined in the Community Land Management Act 1989 (NSW), as the case may be.

   f. Waste includes any garbage, recyclables, vegetable or other materials which the registered proprietor or any user or occupier of the Land Burdened (or where such proprietor is the owners corporation of a Community Scheme, the registered proprietor of any lot in that Community Scheme) leaves out for collection (whether in bins or otherwise) for collection by the Prescribed Authority or the Contractor.

2. The registered proprietor and any user or occupier of the Land Burdened must permit the Prescribed Authority and the Contractor to enter upon the Land Burdened with or without vehicles for

   a. the purpose of the removal of Waste from such land and to remain upon such land for a reasonable time for the purpose of such removal;

   b. the delivery, removal, inspection and repair of Waste containers.

3. The registered proprietor and any user or occupier of the Land Burdened cannot make any claim against the Prescribed Authority or the Contractor for any repairs or damage caused to the Land Burdened as a result of the Prescribed Authority or the Contractor exercising the rights set out in clause 2. "Repairs and damage caused to the Land Burdened" in this clause 3 shall include repairs of, and damage to, any fixture, flora, kerb, gutter, underground pipe, drain and/or infrastructure located above or beneath the surface of the Land Burdened.

NORTHERN BEACHES COUNCIL
.....
Authorised Person

Annexure: A to POSITIVE COVENANT

Parties:

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated: 01 August 2018

4. The registered proprietor of the Land Burdened must indemnify the Prescribed Authority and the Contractor against any future claim for damage or loss arising from the exercise by the Prescribed Authority or the Contractor of the rights set out in clause 2 except to the extent that such damage or loss is a result of the negligence of the Prescribed Authority or the Contractor as the case may be. "Damage or loss" in this clause 4 shall include damage or loss to any fixture, flora, kerb, gutting, underground pipe, drain and infrastructure located above or beneath the surface of the Land Burdened where such damage or loss is suffered by the said registered proprietor or any other person.

5. The registered proprietor of the Land Burdened and any user or occupier of such land must not park any vehicle or place any goods or materials on the Land Burdened which will impede the exercise by the Prescribed Authority or the Contractor in exercising the rights available to them set out in clause 2.

6. Nothing in this Covenant shall oblige the Prescribed Authority or the Contractor to exercise any of the rights set out in clause 2.

7. The registered proprietor of the Land Burdened must use its best endeavours to obtain the consent of any mortgagee and/or caveator of the Land Burdened to this covenant and its registration at New South Wales Land Registry Services ("NSWLRS") including obtaining the production of the Certificate of Title of the Land Burdened at NSWLRS to enable registration at such office of this covenant.

8. The Prescribed Authority and the registered proprietor of the Land Burdened will each pay their respective legal costs and out of pocket expenses in relation to the preparation execution and registration of this covenant including the obtaining of any mortgagee's or caveator's consent to such covenant.

9. Only the prescribed authority is authorised to release, vary or modify the terms of the land denoted in the plans approved by Council No: DA2016/0705.

NORTHERN BEACHES COUNCIL

Authorised Person

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Form: 13RPA
Release: 3·1

RESTRICTION ON THI USE OF LAND BY A PRESCRIBED AUTHORI

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

AN583955B

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

(A) **TORRENS TITLE**

100/1235895

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1056P	MERITON GROUP DX 1177 SYDNEY TEL: 9287 2539, LPI NO: 123759V Reference: LW: ROC: ON-SITE STORMWATER DETENTION, Dee Why	RV

(C) **REGISTERED PROPRIETOR**

Of the above land
KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372

(D) **LESSEE MORTGAGEE or CHARGEE**

Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 01 August 2018
Northern Beaches Council by its authorised delegate pursuant to s377 of Local Government Act 1993

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

I am an eligible witness and that

Signature of witness:

Name of witness: GERAINT BREESE

Address of witness: % NORTHERN BEACHES COUNCIL 725 PITTWATER RD DEE WHY

Signature of authorised officer:

Name of authorised officer: ROBERT BARBOTO

Position of authorised officer: PRINCIPAL ENGINEER MAJOR DEVELOPMENTS

I am authorised to make this amendment on behalf of the Council 6/8/18

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: KARIMBLA PROPERTIES (NO. 41) PTY LTD
Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Signature of authorised person:

Name of authorised person: DAVID CREMONA
Office held: DIRECTOR

Signature of authorised person:

Name of authorised person: ROBYN McCULLY
Office held: SECRETARY

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
I certify that the N.A. ,who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:

Name of witness:

Address of witness:

Signature of N.A.

RELODGED
17 AUG 2018
TIME: 11.47

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

Annexure A to RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

Parties

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated 01 August 2018

The Registered Proprietor covenants with the Northern Beaches Council (Council) that they will not:

1. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.

2. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.

3. This covenant shall bind all persons who claim under the registered proprietor as stipulated in section 88E(5) of the Act.

4. For the purposes of this covenant:

(a) Structure and Works shall mean the on-site stormwater detention system constructed on the land as set out in the plans approved by Council No: DA2016/0705 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater on the land.

(b) The Act means the Conveyancing Act 1919.

NORTHERN BEACHES COUNCIL

Authorised Person

) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Form: 13RPA
Release: 3·1

RESTRICTION ON THI USE OF LAND BY A PRESCRIBED AUTHORI.

AN592033A

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

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

(A) **TORRENS TITLE** 100/1235895

(B) **LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1056P	MERITON GROUP DX 1177 SYDNEY TEL: 9287 2539, LPI NO: 123759V Reference: LW: ROC: FLOOD BARRIER SYSTEM, Dee Why	RV

(C) **REGISTERED PROPRIETOR**
Of the above land
KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372

(D) **LESSEE MORTGAGEE or CHARGEE**
Of the above land agreeing to be bound by this restriction

Nature of Interest	Number of Instrument	Name
NOT APPLICABLE	N.A.	N.A.

(E) **PRESCRIBED AUTHORITY**
Within the meaning of section 88E(1) of the Conveyancing Act 1919
NORTHERN BEACHES COUNCIL ABN 57 284 295 198

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure A hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 16 August 2018
Northern Beaches Council by its authorised delegate pursuant to s377 of Local Government Act 1993.

(G) I certify that an **authorised officer of the prescribed authority** who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

I am an eligible witness and that

Signature of witness:
Name of witness: GERAINT BREESE
Address of witness: C/o NORTHERN BEACHES COUNCIL 725 PITTWATER RD DEE WHY

Signature of authorised officer:
Name of authorised officer: ROBERT BARBUTO
Position of authorised officer: PRINCIPAL ENGINEER – MAJOR DEVELOPMENT 16/8

I am authorised to make this amendment

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: KARIMBLA PROPERTIES (NO. 41) PTY LTD
Authority: Section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Signature of authorised person:
Name of authorised person:
Office held: ROBYN McCULLY SECRETARY

Signature of authorised person:
Name of authorised person:
Office held: DAVID CREMONA DIRECTOR

(H) The N.A. under N.A. No. N.A. agrees to be bound by this restriction.
I certify that the N.A. ,who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence.

Signature of witness:
Name of witness:
Address of witness:

Signature of N.A.

* *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

RB

1303

AN 435631 EV211573.

Annexure **A** to RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

Parties

BETWEEN KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 AND NORTHERN BEACHES COUNCIL ABN 57 284 295 198

Dated 16 August 2018

The Registered Proprietor covenants with the Northern Beaches Council (Council) that they will not:

1. Do any act, matter or thing which would prevent the structure and works from operating in an efficient manner.

2. Make any alterations or additions to the structure and works or allow any development within the meaning of the Environmental Planning and Assessment Act 1979 to encroach upon the structure and works without the express written consent of the authority.

3. This covenant shall bind all persons who claim under the registered proprietor as stipulated in section 88E(5) of the Act.

4. For the purposes of this covenant:

   (a) Structure and Works shall mean the flood barrier system constructed on the land as set out in the plans approved by Council No: DA2016/0705 including all gutters, pipes, drains, walls, kerbs, pits, grates, tanks, chambers, basins, rainwater tanks (if an airspace "credit" is claimed against the storage volumes) and surfaces designed to temporarily detain stormwater on the land.

   (b) The Act means the Conveyancing Act 1919.

NORTHERN BEACHES COUNCIL

Authorised Person

NAME OF AUTHORITY EMPOWERED TO RELEASE, VARY OR MODIFY THE RESTRICTION REFERRED TO:

NORTHERN BEACHES COUNCIL

NORTHERN BEACHES COUNCIL by its delegate pursuant to S.377 Local Government Act 1993.

Signature of delegate

ROBERT BARRETO

Name of delegate

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

Signature of Witness

GERAINT BREESE

Name of Witness

C/o NORTHERN BEACHES COUNCIL
725 PITTWATER RD DEE WHY

Address of Witness

) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Form: 07L
Release: 4·4

LEASE

New South Wales
Real Property Act 1900

AN535637N

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

Plan for raising.

STAMP DUTY — Office of State Revenue use only

(A) **TORRENS TITLE** — Property leased

Certificate of Title F.I 100/1235895
Part being the Premises shown as "Substation Premises No. 77382" on the plan annexed and marked "B"

(B) **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, Tel: 9287 2539 Reference: LW:Dee Why - Ausgrid Substation Lease 77382	L

(C) **LESSOR**

KARIMBLA PROPERTIES (NO. 41) PTY LTD
ACN 160 693 372

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) **LESSEE**

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

(F) **TENANCY:**

(G)
1. **TERM** FIFTY (50) YEARS
2. **COMMENCING DATE** 23.11.2017
3. **TERMINATING DATE** 22.11.2067
4. With an **OPTION TO RENEW** for a period of TWENTY FIVE (25) YEARS set out in clause 29 of MEMORANDUM AK980904
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out inclause 1 AND 2 of ANNEXURE A
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A & B hereto.
8. Incorporates the provisions set out in memorandum recorded No. AK980904
9. The **RENT** is set out in clause No. 5 of Memorandum AK980904

UXL X AE 455138

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1309

DATE 24 July 2018

(H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: KARIMBLA PROPERTIES (NO. 41) PTY LTD
Authority: section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 41 PTY LIMITED ACN 160 693 312 THE COMMON SEAL OF

Signature of authorised person:

Name of authorised person: DAVID CREMONA
Office held: Director

Signature of authorised person:

Name of authorised person: JOSEPH CALLAGHAN
Office held: Secretary

I certify I am an eligible witness and that the lessee signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness: For execution by the
Address of witness: Lessee - see page 2

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

Signature of lessee:

(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales on

in the presence of of ;

☐ Justice of the Peace (J.P. Number:) ☐ Practising Solicitor

☐ Other qualified witness *[specify]*

,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have confirmed the person's identity using an identification document and the document I relied on was a *[Omit ID No.]*

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

Annexure A to LEASE

Parties:

KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 (AS LESSOR) AND
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385 (AS LESSEE)

Dated: 24 July 2018

Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:

.....
Signature of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation

.....
Signature of Witness

RICHARD DENT
.....
Name of Agent in full

SCOTT GORDON
.....
Name of Witness in full

52 Martin Place, Sydney NSW 2000

SIGNED [INSERT DETAILS]

.....

.....

Annexure B to LEASE

Parties:

KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372(AS LESSOR) AND
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385 (AS LESSEE)

Dated: 24 July 2018

THIS AND THE FOLLOWING 1 PAGES ARE ANNEXURE B TO THE LEASE

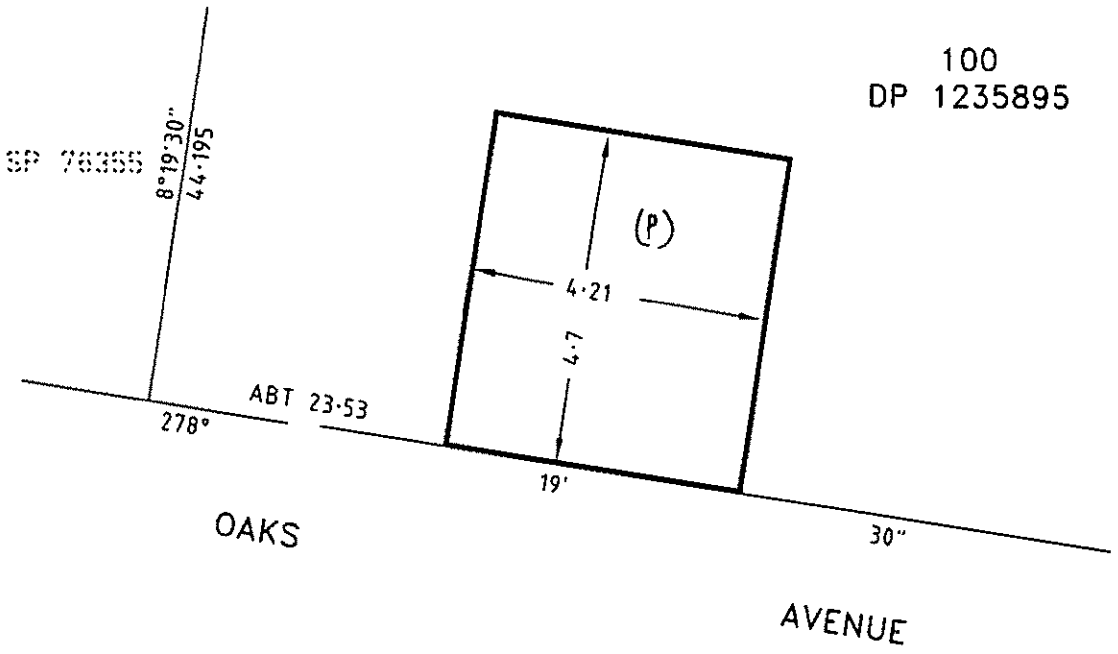
PLAN

SHOWING SUBSTATION PREMISES No.77382
WITHIN LOT 100 DP1235895.
AT GROUND LEVEL

REDUCTION RATIO 1:100

M.G.A.

LOCALITY: DEE WHY
LGA: NORTHERN BEACHES
PARISH: MANLY COVE
COUNTY: CUMBERLAND
SHEET (1) OF (1)



THE LIMITS OF THE STRUCTURE BEING LEASED ARE DEFINED BY THE LINES SHOWN IN THE PLAN HEREON.

WAYNE DIVER-TUCK
REGISTERED SURVEYOR
JBW SURVEYORS PTY LTD
14th MAY 2018

(P) SUBSTATION PREMISES No. 77382 (GROUND LEVEL)
NAME: OAKS PITTWATER No. 4

I AM AUTHORISED TO AMEND.
WAYNE DIVER-TUCK 9/8/18

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED "B" REFERRED TO IN THE LEASE

AUSGRID REF: SC08746

© Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

FILM WITH AN535637

sparke HELMORE LAWYERS

5 July 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease from Karimbla Properties (No 41) Pty Ltd
Property: 888 Pittwater Road, Dee Why
Caveat No.: AM95105
Our ref: HEM/AUS096-01119

On behalf of Ausgrid (now ADMHC) we lodged caveat AM95105 to protect ADMHC's interest under a Deed of Agreement for Easement.

We are instructed to consent to the registration of the plan of easements prepared by Wayne Allen Diver-Tuck surveyor (**Surveyor's Reference 142821-DWHY-Ausgrid**), the accompanying s 88B instrument and a Lease in favour of ADMHC.

Caveat AM95105 should be removed from the title on the registration of the lease and easement plan.

If you require any additional information please contact our office.

Yours faithfully

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

FILM WITH AN 535637

northern beaches council

25 July 2018

Land Registry Services NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

2018/457031 –
Our Ref: PEX2015/0006

Dear Sir/Madam

Caveator's Consent to Registration of Dealings

Northern Beaches Council ABN 57 284 295 198 (being the successor to Warringah Council ABN 31 565 068 406), as the Caveator under Caveat AE455138, hereby consents to the registration of the following dealings:

1. Plan of Easements over Part of Lot 100 DP 1235895 and accompanying S88B instrument;
2. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No. 77346 being part folio identifier 100/1235895;
3. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No. 77347 being part folio identifier 100/1235895;
4. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No. 77382 being part folio identifier 100/1235895;
5. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No. 77384 being part folio identifier 100/1235895; and
6. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No.77385 being part folio identifier 100/1235895.

Unsigned copies of the forms of these dealings are enclosed with this letter.

If you have any further enquiries regarding this matter please contact Neil Cocks Manager Strategic & Place Planning on 9942 2111.

Yours faithfully

Andrew Pigott
Acting General Manager Planning Place & Community

Encl.

t 1300 434 434
e council@northernbeaches.nsw.gov.au
northernbeaches.nsw.gov.au
PO Box 1336 Dee Why
ABN 57 284 295 198

Dee Why Office:
725 Pittwater Road
Dee Why NSW 2099
t 02 9942 2111
f 02 9971 4522

Mona Vale Office:
1 Park Street
Mona Vale NSW 2103
t 02 9970 1111
f 02 9970 1200

Manly Office:
1 Belgrave Street
Manly NSW 2095
t 02 9976 1411
f

2A

Form: 07L
Release: 4·4

LEASE

New South Wales
Real Property Act 1900

AN535638L

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

Plan fee waived

STAMP DUTY — Office of State Revenue use only

(A) TORRENS TITLE — Property leased

Certificate of Title F.I 100/1235895
Part being the Premises shown as "Substation Premises No. 77385" on the plan annexed and marked "B"

(B) 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, Tel: 9287 2539 Reference: LW:Dee Why - Ausgrid Substation Lease 77385	L

(C) LESSOR

KARIMBLA PROPERTIES (NO. 41) PTY LTD
ACN 160 693 372

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable):

(E) LESSEE

ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
ABN 67 505 337 385

(F) TENANCY:

(G)

1. TERM FIFTY (50) YEARS
2. COMMENCING DATE 17 May 2018
3. TERMINATING DATE 16 May 2068
4. With an OPTION TO RENEW for a period of TWENTY FIVE (25) YEARS set out in clause 29 of MEMORANDUM AK980904
5. With an OPTION TO PURCHASE set out in clause N.A. of N.A.
6. Together with and reserving the RIGHTS set out inclause 1 AND 2 of ANNEXURE A
7. Incorporates the provisions or additional material set out in ANNEXURE(S) A & B hereto.
8. Incorporates the provisions set out in memorandum recorded No. AK980904
9. The RENT is set out in clause No. 5 of Memorandum AK980904

OPT X AK855687
OFF X AM95105
UYL AE455138

ALL HANDWRITING MUST BE IN BLOCK CAPITALS. 1309

DATE 24 July 2018

(H) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: KARIMBLA PROPERTIES (NO. 41) PTY LTD
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person: DAVID CREMOND
Office held: Director

Signature of authorised person:

Name of authorised person: JOSEPH CALLAGHAN
Office held: Secretary

I certify I am an eligible witness and that the lessee signed this dealing in my presence. [See note* below].

Signature of witness:

Name of witness: For execution by the
Address of witness: Lessee - see page 2

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

Signature of lessee:

(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at in the State of New South Wales on

in the presence of of ,

☐ Justice of the Peace (J.P. Number:) ☐ Practising Solicitor

☐ Other qualified witness *[specify]* ,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have confirmed the person's identity using an identification document and the document I relied on was a *[Omit ID No.]*

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

Annexure A to LEASE

Parties:

KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372 (AS LESSOR) AND
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385 (AS LESSEE)

Dated: 24 July 2018

Signed sealed and delivered for and on behalf of Alpha Distribution Ministerial Holding Corporation:

.....
Signature of Agent for Michael Pratt, NSW Treasury Secretary (NSW Treasurer's delegate under delegation dated 24 November 2015), on behalf of Alpha Distribution Ministerial Holding Corporation

.....
Signature of Witness

RICHARD DENT
Name of Agent in full

SCOTT GORDON
Name of Witness in full

52 Martin Place, Sydney NSW 2000

SIGNED [INSERT DETAILS]

.....

.....

Annexure B to LEASE

Parties:

KARIMBLA PROPERTIES (NO. 41) PTY LTD ACN 160 693 372(AS LESSOR) AND
ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION ABN 67 505 337 385 (AS LESSEE)

Dated: 24 July 2018

THIS AND THE FOLLOWING 1 PAGES ARE ANNEXURE B TO THE LEASE

PLAN

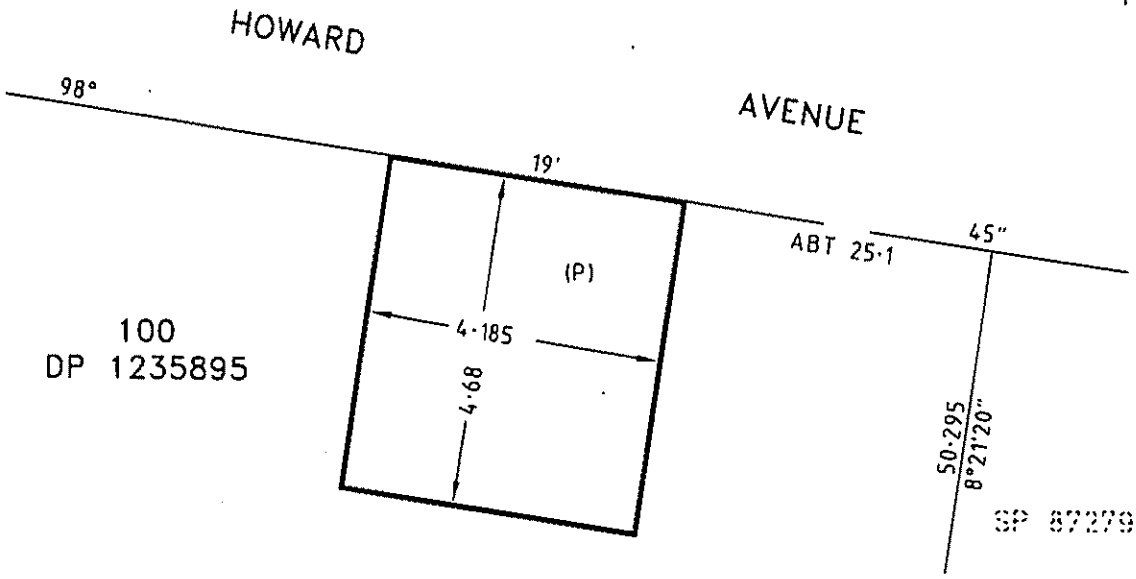
SHOWING SUBSTATION PREMISES No.77385 WITHIN LOT 100 DP1235895.

AT GROUND LEVEL

REDUCTION RATIO 1:100

M.G.A.

LOCALITY: DEE WHY
LGA: NORTHERN BEACHES
PARISH: MANLY COVE
COUNTY: CUMBERLAND
SHEET (1) OF (1)



WAYNE DIVER-TUCK
REGISTERED SURVEYOR
JBW SURVEYORS PTY LTD
14th MAY 2018

THE LIMITS OF THE STRUCTURE BEING LEASED ARE DEFINED BY THE LINES SHOWN IN THE PLAN HEREON.

(P) SUBSTATION PREMISES No. 77385 (GROUND LEVEL)
NAME: HOWARD PITTWATER No. 2

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED "B" REFERRED TO IN THE LEASE

AUSGRID REF: SC08477

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

sparke HELMORE LAWYERS

5 July 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease from Karimbla Properties (No. 41) Pty Limited
Property: 888 Pittwater Road/11 Howard Avenue, Dee Why
Caveat No.: AK855637
Our ref: HEM/AUS096-01050

On behalf of Ausgrid (now ADMHC) we lodged caveat AK855637 to protect ADMHC's interest under a Deed of Agreement for Lease.

We are instructed to consent to the registration of a Lease in favour of ADMHC of Substations 77384 and 77385.

Caveat AK855637 should be removed from the title on the registration of the Lease. Caveats AM95199 and AM95200 should remain on the title pending the registration of Lease 77346 in favour of ADMHC.

If you require any additional information please contact our office.

Yours faithfully

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

FILM WITH AN 535638

northern beaches council

25 July 2018

Land Registry Services NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

2018/457031 –
Our Ref: PEX2015/0006

Dear Sir/Madam

Caveator's Consent to Registration of Dealings

Northern Beaches Council ABN 57 284 295 198 (being the successor to Warringah Council ABN 31 565 068 406), as the Caveator under Caveat AE455138, hereby consents to the registration of the following dealings:

1. Plan of Easements over Part of Lot 100 DP 1235895 and accompanying S88B instrument;
2. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No. 77346 being part folio identifier 100/1235895;
3. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No. 77347 being part folio identifier 100/1235895;
4. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No. 77382 being part folio identifier 100/1235895;
5. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No. 77384 being part folio identifier 100/1235895; and
6. Lease to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 for Substation Premises No.77385 being part folio identifier 100/1235895.

Unsigned copies of the forms of these dealings are enclosed with this letter.

If you have any further enquiries regarding this matter please contact Neil Cocks Manager Strategic & Place Planning on 9942 2111.

Yours faithfully

Andrew Pigott
Acting General Manager Planning Place & Community

Encl.

t 1300 434 434
e council@northernbeaches.nsw.gov.au
northernbeaches.nsw.gov.au
PO Box 1336 Dee Why
ABN 57 284 295 198

Dee Why Office:
725 Pittwater Road
Dee Why NSW 2099
T 02 9942 2111

Mona Vale Office:
1 Park Street
Mona Vale NSW 2103
T 02 9970 1111

Manly Office:
1 Belgrave Street
Manly NSW 2095
T 02 9976 1500

1 A

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

AN535638

FILM WITH HELMORE

5 July 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Alpha Distribution Ministerial Holding Corporation (ADMHC) acquisition of lease from Karimbla Properties (No. 41) Pty Limited
Property: 888 Pittwater Road/11 Howard Avenue, Dee Why
Caveat No.: AK855637
Our ref: HEM/AUS096-01050

On behalf of Ausgrid (now ADMHC) we lodged caveat AK855637 to protect ADMHC's interest under a Deed of Agreement for Lease.

We are instructed to consent to the registration of a Lease in favour of ADMHC of Substations 77384 and 77385.

Caveat AK855637 should be removed from the title on the registration of the Lease. Caveats AM95199 and AM95200 should remain on the title pending the registration of Lease 77346 in favour of ADMHC.

If you require any additional information please contact our office.

Yours faithfully

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Form: 11R
Release: 4·3

REQUEST

New South Wales
Real Property Act 1900

AN694989N

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

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) STAMP DUTY — If applicable. Revenue NSW use only

(B) TORRENS TITLE — F.I. 1/1241568 and 2/1241568

(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, TEL: 02 9287 2888 Reference: LW: DEE WHY VPA	R

(E) APPLICANT — NORTHERN BEACHES COUNCIL ABN 57 284 295 198

(F) NATURE OF REQUEST — APPLICATION FOR REGISTRATION OF PLANNING AGREEMENT PURSUANT TO SECTION 7.6 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

(G) TEXT OF REQUEST

THE APPLICANT REQUESTS THAT THE PLANNING AGREEMENT ATTACHED TO THIS REQUEST AS ANNEXURE "B" BE REGISTERED PURSUANT TO SECTION 7.6 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

DATE 6.9.2018

(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: See Annexure "A"
Signatory's capacity:

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The 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.*

Annexure A to REQUEST

Parties:

Applicant: Northern Beaches Council
Registered Proprietor: Karimbla Properties (No. 41) Pty Ltd

Dated: 6/9/2018

I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence:

Elizabeth Reeves
Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by Northern Beaches Council, by its Authorised Officer pursuant to section 377 of the Local Government Act 1993.

Signature of Authorised Officer:

Authorised Officer's name:

BEN TAYLOR

Elizabeth Reeves
725 Pittwater Road
DEE WHY NSW 2099

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appears(s) below.
Company = Karimbla Properties (No. 41) Pty Ltd
Authority = section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372
THE COMMON SEAL OF

Signature of Authorised Person

DAVID CREMONA
Name of Authorised Person

DIRECTOR
Office held

Signature of Authorised Person

ROBYN McCULLY
Name of Authorised Person

SECRETARY
Office held

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Planning Agreement

RECEIVED
WARRINGAH COUNCIL
23 JUL 2008
MAIL ROOM

Warringah Council
ABN 31 565 068 406

Council

Multiplex Dee Why Pty Limited
ACN 47 112 246 072

Developer

Brookfield Multiplex Developments Australia Pty Limited
ACN 109 219 810

Guarantor

The Clayton Utz contacts for this deed are
Gary Best and Rachel Mirosevich on +61 2 9353 4000

Clayton Utz
Lawyers
Levels 19-35 No. 1 O'Connell Street Sydney NSW 2000 Australia
PO Box H3 Australia Square Sydney NSW 1215
T +61 2 9353 4000 F +61 2 8220.6700

www.claytonutz.com

Our reference 15266/15324/80042852

Legal\107191429.1

) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

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) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Planning Agreement made at Dee Why **on** 12 December **2008**

Parties

Warringah Council ABN 31 565 068 406 of Civic Centre, 725 Pittwater Road, Dee Why NSW 2099

("**Council**")

Multiplex Dee Why Pty Limited ABN 47 112 246 072 of Level 4, 1 Kent Street, Millers Point, NSW 2000

("**Developer**")

Brookfield Multiplex Developments Australia Pty Limited ACN 109 219 810 of Level 4, 1 Kent Street, Millers Point NSW 2000

("**Guarantor**")

Background

A. The Developer is or will be the owner of the Land.

B. On 17 December 2007, the Developer lodged the Stage 1 Development Application with the Council seeking Development Consent for Development of the Land.

C. The Developer seeks an amendment to the LEP, in accordance with the Draft LEP, in order to allow Council to determine the Stage 1 Development Application.

D. The Developer has offered to enter into a planning agreement on the terms of this deed to make Development Contributions.

E. The Guarantor has agreed to guarantee the Developer's obligation in relation to the Contribution Amount.

F. The parties have jointly prepared the Explanatory Note to accompany this Agreement.

Operative provisions

1. Planning agreement under the Act

This deed constitutes a planning agreement within the meaning of section 93F of the Act.

2. Status of this deed

2.1 Status

(a) This deed applies to the Development and becomes legally binding on the parties upon execution.

(b) If, for any reason, the New LEP is not gazetted within 2 years of the date of this deed, then either Council or the Developer may terminate this deed by notice to the other (or such later date as the parties agree in writing from time to time).

(c) Without prejudice to any party's rights under this deed or at law arising out of anything done or not done prior to termination, no compensation is payable to any party in respect of any termination of this deed under clause 2.1(b).

3. Application and conditions of the planning agreement

3.1 Application

The planning agreement constituted by this deed applies to:

(a) the Land; and

(b) the Development.

3.2 Conditions

(a) Clauses 5, 6(a) and 8.3 of this deed are conditional on gazettal of the New LEP.

(b) Clause 6(b) of this deed is conditional on the issue of the first Construction Certificate in relation to the Development.

3.3 New LEP

(a) If a Local Environmental Plan is gazetted within 2 years of the date of this deed which relates to the Land and that Local Environmental Plan is not substantially on the basis of the proposed amendments to the LEP as set out in the Draft LEP and accordingly does not result in the New LEP as defined by this deed, then the parties agree to meet in good faith and re-negotiate this deed on a basis which takes into account the Development Contributions provided for in this deed, the Draft LEP and the extent to which that Local Environmental Plan differs in a material way from the Draft LEP.

(b) Subject to clause 3.3(c), if the New LEP results in:

(i) a change in the gross floor area of the buildings located on the Land as proposed in the Draft LEP of more than 500 square metres; or

(ii) any change in the AHD of the buildings located on the Land as proposed in the Draft LEP;

then the parties agree to meet in good faith and re-negotiate this deed on a basis which takes into account the Development Contributions provided for in this deed and the Draft LEP.

(c) The parties agree that any re-negotiation of the terms of this deed in accordance with clause 3.3(b):

(i) must only relate to the Contribution Amount; and

(ii) must include the Contribution Works as detailed in this deed.

4. Definitions and interpretation

4.1 Definitions

"Act" means the Environmental Planning and Assessment Act 1979.

"Application" means an application for any Approval.

"Approval" means any approvals, consents, Modifications, Part 4A Certificates, Part 3A of the Act approvals, certificates, Construction Certificates, Occupation Certificates, Complying

Development Certificates, permits, endorsements, licences, conditions or requirements (and any modifications or other variations to them) which may be required by law for the commencement and carrying out, as applicable, of the Contribution Works.

"**Assignment and Dealing Terms**" means the obligations imposed under on the relevant Parties under, and by virtue of Schedule 11.

"**Auspec 1-"Design and Construction**" means Council's design guide and construction specifications as amended from time to time..

"**Authorised Officer**" means, in the case of any Party, a director or secretary or an officer whose title contains the word "manager" or a person performing the functions of any of them, or any other person appointed by that Party to act as an Authorised Officer for the purpose of this deed.

"**Authority**" means any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity and includes an accredited certifier accredited under section 109T of the Act.

"**Bank Bill Rate**" means, the average bid rate for Bills having a tenor of 90 days as displayed on the "BBSY" page of the Reuters Monitor System on the day the relevant payment is due **(Due Date)**. However, if the average bid rate is not displayed by 10:30 am on the Due Date or if it is displayed but there is an obvious error in that rate, **Bank Bill Rate** means:

(a) the rate the payee calculates as the average of the bid rates quoted at approximately 10:30 am on that day by each of five or more institutions chosen by the payee which provide rates for display on the "BBSW" page of the Reuters Monitor System for Bills of a 90 day tenor which are accepted by that institution (after excluding the highest and the lowest, or in the case of equality, one of the highest and one of the lowest bid rates); or

(b) where the payee is unable to calculate a rate under paragraph (a) because it is unable to obtain the necessary number of quotes, the rate set by the payee in good faith at approximately 10:30 am on that day, having regard, to the extent possible, to the rates otherwise bid for Bills of a 90 day tenor at or around that time.

The rate calculated or set must be expressed as a percentage rate per annum and be rounded up to the nearest fourth decimal place.

The payee may calculate a rate under paragraph (a) or (b) before 11:00 am on the Due Date, but if the average bid rate appears on the "BBSY" page by 11:00 am and there is no obvious error in it, the "BBSY" page rate applies as the **Bank Bill Rate** under this deed despite any calculation by the payee under paragraph (a) or (b).

"**Bus Setback**" means both of the Bus Setback Works and the Bus Setback Area.

"**Bus Setback Area**" means the area identified as the Bus Setback Area in the Site Plan.

"**Bus Setback Works**" means those works (being part of the Contribution Works) to be carried out on the Bus Setback Area referred to at item 3 in column 2 in Schedule 3.

"**Business Day**" means any day except for Saturday or Sunday or a day which is a public holiday in Sydney.

"**Certifier**" means such person with the appropriate qualifications as is agreed by the Parties.

"Church Lane" means the area identified as the proposed new road in the Site Plan to be constructed by Council.

"Compliance Certificate" means a certificate referred to in section 109C(1)(a) of the Act.

"Complying Development Certificate" means a complying development certificate referred to in section 85 of the Act.

"Contribution Amount" means the amount described in Item 4 in table 1 in Schedule 3.

"Contribution Works" means collectively and individually, each of the works described in Item 1, Item 2 and Item 3 in table 1 in Schedule 3.

"Contribution Works Portion" means each part of the Contribution Works set out separately in table 1 in Schedule 3.

"Construction Certificate" means a certificate issued under section 109C(1)(b) of the Act.

"Control" or "Controlled" means in respect of an entity the possession, directly, or indirectly, of the power, whether or not having statutory, legal or equitable force, and whether or not based on statutory, legal or equitable rights, directly or indirectly, to control the membership of the board of directors of the entity or to otherwise, directly or indirectly, direct or influence the direction of the management and/ or policies of that entity, whether by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock or units or other interests of that entity or otherwise.

"Costs" includes reasonable costs, charges and expenses, including those incurred in connection with advisers.

"Costs Schedule" means Schedule 12 of this deed.

"Council" means Warringah Council.

"Date for Practical Completion" means the date on which Practical Completion of the Contribution Works is required to be achieved as referred to in column 3 of table 1 of Schedule 5.

"Date of Practical Completion" means for each of the Contribution Works Portion, the date on which Practical Completion is achieved, in respect of that portion, being the point in time at which a Certifier is satisfied, acting reasonably, that the relevant works portion has reached Practical Completion and the relevant Certifier issues a Certificate of Practical Completion.

"Development" means mixed use development comprising residential, retail and commercial uses (which includes two residential towers between 66/75AHD and 69/78AHD respectively) and the consolidation of car parking and loading facilities, on the Land or if that development is not carried out any other alternative development to be carried out on the Land.

"Development Application" has the meaning given to that term in the Act.

"Development Consent" means:

(a) development consent granted by Council to the Stage 1 Development Application; or

(b) any other development consents for the Development.

"Development Contributions" means a monetary contribution or the provision of a material public benefit provided for in the Development Contributions Schedule.

"Development Contributions Schedule" means Schedule 3 of this deed.

"Development Contributions Timetable" means Schedule 5 of this deed.

"Development Procedures" means the terms and conditions imposed on the relevant Parties under, and by virtue of, Schedule 4.

"Dispute Resolution Procedures" means the procedures imposed on the relevant Parties under Schedule 8.

"Draft LEP" means the draft amendment to the LEP which is Exhibit B to this deed.

"Easements" means the easements referred to in paragraph 1 (d) and (e) in Schedule 4.

"Encumbrance" means any:

(a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement; or

(b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or

(c) right that a person (other than the owner) has to remove something from land (known as a profit a prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or

(d) third party right or interest or any right arising as a consequence of the enforcement of a judgment, or

(e) any agreement to create any of them or allow them to exist.

"Explanatory Note" means the explanatory note relating to this deed, as required by clause 25E of the Regulation, and attached as Exhibit A to this deed

"General Register of Deeds" means the land registry so entitled and maintained under the *Conveyancing Act* 1919.

"Good Industry Practice" means the exercise of that degree of professional skill, diligence and prudence that reasonably would be expected from competent persons performing tasks and functions similar in nature to the Contribution Works and the Development and consistent with the Law.

"GST" has the meaning it has in the GST Act.

"GST Act" means the *A New Tax System (Goods and Services Tax) Act* 1999 (Cth).

"Guarantee and Indemnity" means the guarantee and indemnity set out in Schedule 9.

"Guaranteed Obligations" means the Developer's obligations under Item 4, Table 2 of Schedule 5 of this deed.

"Insolvent" means a person:

(a) is (or states that it is) an insolvent under administration or insolvent (each as defined in the *Corporations Act* 2001 (Cth)); or

(b) has a controller appointed, is in liquidation, in provisional liquidation, under administration or wound up or has had a receiver appointed to any part of its property; or

(c) is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent); or

(d) has an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 Business Days of the date of the application), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of paragraph (a), (b) or (c) above; or

(e) is taken (under section 459(F)(1) of the *Corporations Act* 2001 (Cth)) to have failed to comply with a statutory demand; or

(f) is the subject of an event described in section 459(C)(2)(b) or section 585 of the *Corporations Act* 2001 (Cth) (or it makes a statement from which the other party reasonably deduces it is so subject); or

(g) is otherwise unable to pay its debts when they fall due; or

(h) something having a substantially similar effect to paragraph (a) to (g) happens in connection with that person under the law of any jurisdiction.

"**Institute**" means the Australian Property Institute (NSW Division).

"**Interest Period**" means 30 days.

"**Land**" means the land described in Schedule 2.

"**Law**" means:

(a) the common law including principles of equity; and

(b) the requirements of all statutes, rules, ordinances, codes, regulations, proclamations, by-laws or consents by an Authority.

"**LEADR**" means Lawyers Engaged in Alternative Dispute Resolution or, if no such organisation exists, a similar organisation reasonably selected by the Company.

"**LEP**" means *Warringah Local Environmental Plan 2000.*

"**Local Environmental Plan**" has the same meaning as under the Act.

"**Maintenance Areas**" include the Town Square and Pedestrian Connection.

"**Maintenance Consultant**" means a fellow or an associate, of not less than 5 years' standing, of the Institute, active in the relevant market at the time of appointment and with at least 3 years' experience in valuing the kind of areas referred to in this deed.

"**Minor Works Policy**" means the policy adopted by Council from time to time relating to minor works.

"**New LEP**" means an LEP substantially on the basis of the proposed amendments to the LEP as set out in the Draft LEP.

"Occupation Certificate" means a certificate referred to in section 109C(1)(c) of the Act and which may be interim or final as provided for in section 109C(2) of the Act.

"Parent" means any person who Controls the Developer.

"Party" means a party to this deed, including their respective successors and assigns.

"Pedestrian Connection" means both of the Pedestrian Connection Works and the Pedestrian Connection Area.

"Pedestrian Connection Area" means the area identified as the Pedestrian Connection Area in the Site Plan.

"Pedestrian Connection Works" means those works (being part of the Contribution Works) to be carried out on the Pedestrian Connection Area referred to at item 3 in column 2 in Schedule 3.

"Practical Completion" means in relation to the each Contribution Works Portion, the point of time at which:

(a) the relevant Certifier is satisfied, acting reasonably, that the whole of that Contribution Works Portion (as the case may be) has been completed and installed in accordance with all relevant Approvals and this deed (except for minor defects or omissions);

(b) (if required by law) a Compliance Certificate (as the case may be) has issued;

(c) (if required by law) an Occupation Certificate (as the case may be) has issued; and

(d) (if required by law) a Complying Development Certificate (as the case may be) has issued.

"Real Property Act" means the *Real Property Act* 1900.

"Related Entity" has the meaning "related entity" has in the Corporations Act.

"Register" means the Torrens title register maintained under the Real Property Act.

"Regulation" means the *Environmental Planning and Assessment Regulation 2000.*

"Required Standard" means the standard determined in accordance with paragraph 3.2 of Schedule 4.

"Release and Discharge Terms" means the obligations imposed on the relevant Parties under, and by virtue of, Schedule 6.

"Review Procedures" means the procedures set out in Schedule 7.

"Rouse Hill Town Centre" means the town centre situated between Rouse Hill Drive and White Hart Drive on Windsor Road in Rouse Hill, New South Wales.

"Site Plan" means the plan attached to this Agreement at Exhibit A.

"Stage 1 Development Application" means the development application known as the Stage 1 Development Application seeking consent for the Development and submitted by the Developer to the Council on 17 December 2007.

"Taxes" means taxes, levies, imposts, deductions, charges and duties (including stamp and transaction duties) excluding GST together with any related interest, penalties, fines and expenses in connection with them, except if imposed on, or calculated having regard to, the net income of Council.

"Town Square" means both of the Town Square Works and the Town Square Area.

"Town Square Area" means the area identified as the Town Square Area in the Site Plan.

"Town Square Works" means those works (being part of the Contribution Works) to be carried out on the Town Square Area referred to at item 1 in column 2 in Schedule 3.

4.2 General

In this deed unless the contrary intention appears:

(a) a reference to a document or another instrument includes any variation or replacement of any of them;

(b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(c) the singular includes the plural and vice versa;

(d) the word "person" includes a firm, a body corporate, an unincorporated association or an authority;

(e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;

(f) a reference to **"$"** or **"dollar"** is to Australian currency;

(g) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;

(h) an agreement, representation or warranty on the part of two or more persons binds them jointly and severally;

(i) a reference to any thing (including, without limitation, any amount) is a reference to the whole and each part of it and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

(j) "include" or "including" when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind;

(k) if a Party is prohibited from doing anything, it is also prohibited from:

  (i) allowing or causing it to be done; and

  (ii) doing or omitting to do anything which results in it happening;

(l) a reference to a statute, ordinance, code or law includes a statute, ordinance code or law of the Commonwealth of Australia;

(m) a reference to a body, whether statutory or not which ceases to exist or whose powers or functions are transferred to another body is a reference to the body which replaces it or which substantially succeeds to its power or functions;

(n) no rule of construction applies to the disadvantage of a Party because that Party was responsible for the preparation of this deed;

(o) any capitalised term used, but not defined in this deed, will have the meaning ascribed to it under, and by virtue of, the Act; and

(p) the Schedules, Exhibits and Annexures form part of this deed.

5. Development Contributions to be made

The parties agree that:

(a) Subject to the provisions of this deed, the Developer will provide, or procure the provision, of the Development Contributions; and

(b) the Council acknowledges to the Developer that it is the Council's present intention that the Development Contributions will be made available for use or expenditure for the purposes set out in column 2 of Schedule 3.

6. Application of the Development Contributions

(a) Subject to the provisions of this deed, the Developer will provide, or procure the provision of, the Development Contribution Works at the time or times and in the manner set out in the Development Contributions Schedule and in accordance with the Development Procedures.

(b) Subject to the provisions of this deed, the Developer will provide the Contribution Amount at the time or times and in the manner set out in the Development Contributions Schedule.

7. Application of s94, s94A and s94EF of the Act to the Development

The application of sections 94, 94A and 94EF of the Act are excluded to the extent stated in Schedule 1.

8. Registration of this deed

8.1 Ownership of the Land

The Developer represents and warrants to the Council that it is legal and beneficial owner of the Land.

8.2 Registration of deed

(a) As contemplated by Section 93H of the Act, the Developer agrees

(i) (as regards so much of the Land as is under the Real Property Act) to the registration of this deed as a planning agreement in the relevant folios of the Register kept under the Real Property Act; and

(ii) (as regards so much of the Land as is not under the Real Property Act) to the registration of this deed as a planning agreement in the General Register of Deeds.

(b) The Developer, at its own expense, will take all practical steps and otherwise do anything that the Council reasonably requires including:

(i) granting or procuring, the consent of each person who:

A. has an estate or interest in the Land registered under the Real Property Act; or

B. is seized or possessed of an estate or interest in the Land; and

(ii) the execution of any documents; and

(iii) the production of the relevant duplicate certificates of title; and

(iv) so that the Council can lodge this deed , by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this deed relates to land not under the Real Property Act.

(c) The Developer agrees that this deed will remain registered in the relevant folio of the Register in relation to the Town Square Area and Pedestrian Connection Area indefinitely.

8.3 Registration of Easements

The Developer agrees to procure registration of the Easements under the Real Property Act in the relevant folio of the Register for the Land on or before the Date for Practical Completion of the Town Square Works.

8.4 Notice

The Council agrees to:

(a) provide to the Minister a copy of this deed within 14 days after the deed is entered into;

(b) if the deed is amended, a copy of the amendment within 14 days after the amendment is made;

(c) if the deed is revoked, notice of the revocation within 14 days after the revocation occurs.

8.5 Release and discharge of this deed

The Council agrees to release and discharge this deed on the Release and Discharge Terms.

8.6 Caveat

(a) The Developer acknowledges and agrees that:

(i) the Council is deemed to have acquired, and the Developer is deemed to have granted, an equitable estate and interest in the Land for the purposes of section 74F(1) of the *Real Property Act 1900* and consequently the Council has a sufficient interest in the Land in respect

of which to lodge with Land and Property Information NSW a caveat notifying that interest; and

(ii) it will not object to the Council lodging a caveat in the relevant folio of the Register for the Land nor will it seek to remove any caveat lodged by the Council.

(b) The Council acknowledges and agrees that it will not unreasonably withhold its consent to the registration of any mortgages or charges, in the relevant folios of the Register kept under the Real Property Act in relation to the Land, required by the Developer to obtain finance for the Development.

9. Review of deed

The Parties agree that this deed will be reviewed or modified in the circumstances, and in accordance with, the Review Procedures.

10. Dispute resolution

The Parties agree that any disputes under or in relation to this deed will be resolved in accordance with the Dispute Resolution Procedures.

11. Security and enforcement

11.1 Security

The Guarantor has agreed to provide security to Council for performance of the Developer's obligations in relation to provision of the Contribution Amount under this deed on the terms and conditions of the Guarantee and Indemnity.

11.2 Enforcement

This deed may be enforced by either Party in any court of competent jurisdiction.

11.3 No prevention to enforcement

For the avoidance of doubt, nothing in this deed prevents:

(a) a Party from bringing proceedings in the Land and Environment Court to enforce any aspect of this deed or any matter to which this deed relates; and

(b) the Council from exercising any function under the Act or any other Act or law relating to the enforcement of any aspect of this deed or any matter to which this deed relates.

12. Notices

12.1 Form

Any notice, consent, information, application or request that must or may be given or made to a Party under this deed is only given or made if it is in writing and sent in one of the following ways:

(a) delivered or posted to that Party at its address set out below; or

(b) faxed to that Party at its fax number set out below;

Council

Address:	Civic Centre, 725 Pittwater Road, Dee Why NSW.
Fax:	(02) 9971 4522
Attention:	General Manager

Developer

Address:	Level 4, 1 Kent Street
Fax:	(02) 9256 5001
Attention:	Peter Anderson, Development Manager

12.2 Change of address

If a Party gives another Party 3 Business Days notice of a change of its address or fax number, any notice, consent, information, application, or request is only given or made by that other Party if it is delivered, posted or faxed to the latest address or fax number.

12.3 Receipt

Any notice, consent, information, application or request is to be treated as given or made at the following time:

(a) if it is delivered, when it is left at the relevant address;

(b) if it is sent by post, 2 Business Days after it is posted;

(c) if it is sent by fax, as soon as the sender receives from the sender's fax machine a report of an error free transmission to the correct fax number.

12.4 Receipt - next Business Day

If any notice, consent, information, application or request is delivered, or an error free transmission report in relation to it is received, on a day that is not a Business Day, after 5pm on that day in the place of the Party to whom it is sent, it is to be treated as having been given or made at the beginning of the next Business Day.

13. Approvals and Consent

Except as otherwise set out in this deed, and subject to any statutory obligations, a Party may give or withhold an approval or consent to be given under this deed in the Parties absolute discretion and subject to any conditions determined by the Party. A Party is not obliged to give its reasons for giving or withholding consent or for giving consent subject to conditions.

14. Assignment and dealings

None of the Parties to this deed may assign or otherwise deal with its rights under this deed or allow any interest in them to arise or be varied in each case unless stated otherwise in the Assignment and Dealing Terms.

15. Costs

(a) The Developer agrees to contribute $10,000 (plus GST) to the costs incurred by Council in relation to the negotiation, preparation, execution, advertising, stamping and registration of this deed. In relation to all other costs incurred by the Council in relation to any documents or deeds required in relation to this deed, such costs are to be borne by the Parties and in the proportions as set out in the Costs Schedule.

(b) The Developer agrees to pay or reimburse the Council on demand for:

(i) Costs of the Council in connection with any exercise or non-exercise of rights (including, without limitation, in connection with the contemplated or actual enforcement or preservation of any rights under this deed) waiver, variation, release or discharge in connection with this deed; and

(ii) Taxes and fees (including, without limitation, registration fees) and fines and penalties in respect of fees which may be payable or determined to be payable in connection with this deed or a payment or receipt or any transaction contemplated by this deed,

including in each case, without limitation, legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is the higher.

16. Entire agreement

This deed contains everything to which the Parties have agreed in relation to the matters it deals with. No Party can rely on an earlier document, anything said or done by another Party, or by an Authorised Officer, agent or employee of that Party, before this deed was executed, except as permitted by law.

17. Further Acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to affect, perfect or complete this deed and all transactions incidental to it.

18. Governing Law and Jurisdiction

This deed is governed by the law of New South Wales. The Parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The Parties will not object to the exercise of jurisdiction by those courts on any basis.

19. Joint and individual liability and benefits

Except as otherwise set out in this deed, any agreement, covenant, representation or warranty under this deed by two or more persons binds them jointly and each of them individually, and any benefit in favour of two or more persons is for the benefit of them jointly and each of them individually.

20. No fetter

Nothing in this deed shall be construed as requiring the Council to do anything that would cause it to be in breach of any of its obligations at law, and without limitation, nothing shall be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

21. Representations and warranties

(a) The Parties represent and warrant that they have power to enter into this deed and comply with their obligations under this deed and that entry into this deed will not result in the breach of any law.

(b) If any clause or part of a clause is illegal, enforceable or invalid, that clause or part is to be treated as removed from this deed, but the rest of this deed is not affected.

22. Severability

(a) If a clause or part of a clause of this deed can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way.

(b) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this deed, but the rest of the deed is not affected.

23. Modification

No modification of this deed will be of any force or effect unless it is in writing and signed by the Parties as a deed.

24. Waiver

(a) The fact that a Party fails to do, or delays in doing, something the Party is entitled to do under this deed, does not amount to a waiver of any obligation of, or a breach of obligation by, another Party.

(b) A waiver by a Party is only effective if it is in writing.

(c) A written waiver by a Party is only effective in relation to the particular obligation or breach in respect of which it is given. It is not to be taken as an implied waiver of any other obligation or breach or as an implied waiver of that obligation or breach in relation to any other occasion.

25. GST

25.1 Consideration does not include GST

Any consideration expressed in this deed is, unless otherwise specified, GST exclusive and does not include any amount for, or on account of, GST.

25.2 GST payable

If any supply under or in connection with this deed constitutes a taxable supply made for GST exclusive consideration, the supplier may, subject to issuing a tax invoice, recover from the recipient of the supply an amount on account of the GST payable in respect of that taxable supply ("**GST Amount**"). The amount on account of GST which the Developer is entitled to recover from the Council under this clause is limited to the amount of the corresponding input tax credit which Council has the benefit of in respect of the relevant taxable supply by the Developer to the Council.

The GST Amount is:

(a) equal to the value of the supply calculated in accordance with the GST Act multiplied by the applicable GST rate; and

(b) payable at the same time and in the same manner as any monetary consideration for the supply concerned but no later than the end of the tax period to which the GST payable on the relevant taxable supply is attributable under the GST Act.

The supplier of a taxable supply made under or in connection with this deed must issue a tax invoice for the supply in accordance with the GST Act to the recipient of the supply.

25.3 Reimbursement

Despite any other provision of this deed, any amount payable under or in connection with this deed, which is calculated by reference to a cost, expense or amount paid or incurred by a Party, will be reduced by an amount equal to any input tax credit to which that party, or the representative member of a GST Group of which the party is a member, is entitled in respect of that cost, expense or amount.

25.4 Defined GST terms

Words and expressions used in this clause 25 have the meaning given to them in the GST Act.

26. Effect of Schedulised terms and conditions

The Parties agree to comply with the terms and conditions contained in the Schedules as if those terms and conditions where expressly set out in full in the operative parts of this deed.

27. Confidentiality

The Parties agree that the terms of this deed are not confidential and this deed may be treated as a public deed and exhibited or reported without restriction by any Party.

28. Overdue payments

Each party agrees to pay ("the payer") interest to the other ("the payee") on any amount payable by it under this deed from when it becomes due for payment, during the period that it remains unpaid, on demand or at times determined by the payee, calculated on daily balances. The rate to be applied to each daily balance is the rate 2% per annum above the Bank Bill Rate.

Interest which is not paid when due for payment may be capitalised by the payee at intervals which the payee determines from time to time or, if no determination is made, then on the first day of each month. Interest is payable on capitalised interest at the rate and in the manner referred to in this clause 28.

The payer's obligation to pay the outstanding amount on the date it becomes due for payment is not affected by any other provision of this deed.

If a liability under this deed becomes merged in a judgment or order, then the payer agrees to pay interest to the payee on the amount of that liability as an independent obligation. This interest accrues from the date the liability becomes due for payment both before and after the judgment or order until it is paid, at a rate that is the higher of the rate payable under the judgment or order and the rate referred to in this clause 28.

29. Release

The Developer agrees that the Development Contributions, the Development and all property in the Land are at the risk of the Developer. The Developer releases the Council from liability or loss arising from, and Costs incurred in connection with any matter or thing contemplated by this deed including the Development Contributions and the Development on the Land.

30. Explanatory Note

The Explanatory Note must be used to assist in construing this deed to the extent stated in Schedule 13.

Schedule 1 — Section 93F Requirements

The Parties acknowledge and agree that the table set out below provides for certain terms, conditions and procedures for the purpose of the planning agreement complying with the Act.

REQUIREMENT UNDER THE ACT	THIS PLANNING AGREEMENT
Planning instrument and/or development application - (Section 93F(1)) The Developer has:	
(a) sought a change to an environmental planning instrument.	(a) Yes
(b) made, or proposes to make, a Development Application.	(b) Yes
(c) entered into an agreement with, or is otherwise associated with, a person, to whom paragraph (a) or (b) applies.	(c) Not applicable
Description of land to which this deed applies - (Section 93F(3)(a))	The whole of the Land.
Description of change to the environmental planning instrument to which this deed applies - (Section 93F(3)(b))	The amendments to be made to the LEP by the Draft LEP.
Applicability of section 94 of the Act - (Section 93F(3)(d))	The application of section 94 is excluded.
Applicability of section 94A of the Act - (Section 93F(3)(d))	The application of section 94A is not excluded.
Applicability of section 94EF of the Act - (Section 93F(3)(d))	The application of section 94EF is not excluded.
Mechanism for Dispute resolution - (Section 93F(3)(f))	See clause 10 and Schedule 8.
Enforcement of this deed (Section 93F(3)(g))	See clause 11 and Schedule 9 and Schedule 10.
No obligation to grant consent or exercise functions - (Section 93F(9))	See clause 13.

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Schedule 2 - Land

1. Title

The whole of the land comprised in the Lots and Deposited Plans identified in the following table.

Lot/DP Numbers	Address
Lot 1 DP307937 & Lot 3 DP307937	896 Pittwater Rd, Dee Why
Lot A DP416469	894 Pittwater Rd, Dee Why
Lot 1 DP504212	892 Pittwater Rd, Dee Why
Lot 10 DP231418 & Lot 11 DP231418	888-890 Pittwater Rd, Dee Why
Lot A DP339410	884 Pittwater Rd, Dee Why
Lot 7 DP8172 SEC 16	9 Howard Ave, Dee Why
Lot 1 DP209503 & Lot 1 DP212382	11 and 15 Howard Ave, Dee Why
Lot 2 DP212382	17 Howard Ave, Dee Why
Lot A DP371110 & Lot B DP371110	14-16 Oaks Ave, Dee Why
Lot 3 DP212382	28 Oaks Ave, Dee Why

Schedule 3 — Development Contributions Schedule

1. Development Contributions

The Developer undertakes to make the following Development Contributions:

Column 1	Column 2
Development Contribution	**Intended use/Detail**
Item 1. Contribution Works $1,720,000 (subject to paragraph 2 of Schedule 4 and subject to indexation by R&BCI as provided for in Schedule 5)	Provision of Town Square Work on the Town Square Area. The Town Square Works will involve the design, construction and embellishment of the Town Square Area in accordance with Approvals consisting of: • paving works to the Town Square Area; • associated drainage; • lighting; • landscaping and street tree planting; • outdoor furniture; • stormwater water recycling tanks; and • water features. In accordance with paragraph 1(d) of Schedule 4, the Developer must grant a right of way and other appropriate rights, providing the public with a non exclusive right to use the Town Square Area 24 hours a day 7 days a week, subject to the Developer's right to use the Town Square Area for any other purpose associated with the Development (not inconsistent with the public right of way). The easement must contain provisions granting the Council the right to use the Town Square for 30 days (at its selection) per calendar year (subject to reasonable prior notice being given to the Developer) for any community events without any occupancy cost to Council. Council acknowledges that it will accept certain obligations in relation to taking out public liability insurance and keeping the Town Square Area clean and in good repair during its use of the Town Square Area for these purposes.

Column 1	Column 2
Development Contribution	**Intended use/Detail**
Item 2. Contribution Works $471,000 (subject to paragraph 2 of Schedule 4 and subject to indexation by R&BCI as provided for in Schedule 5)	Provision of Pedestrian Connection Work on the Pedestrian Connection Area between the Town Square Area and Oaks Avenue with a minimum width of approximately 14m and to be designed such that it will allow for natural light and an 'open to the sky' feel. The Pedestrian Connection Works will involve the design, construction and embellishment of the Pedestrian Connection Area in accordance with Approvals consisting of: • paving works to the Pedestrian Connection Area; • associated drainage, • lighting, • street tree planting; and • landscaping works. In accordance with paragraph 1(e) of Schedule 4, the Developer must grant a right of way and other appropriate rights, providing the public with a non exclusive right to use the Pedestrian Connection Area 24 hours a day 7 days a week, subject to the Developer's right to use the Pedestrian Connection Area for any other purpose associated with the Development (not inconsistent with the public right of way).
Item 3. Contribution Works $300,000 (subject to paragraph 2 of Schedule 4 and subject to indexation by R&BCI as provided for in Schedule 5)	Provision of Bus Setback Work on the Bus Setback Area on Pittwater Road if required and approved by any Authority. The Bus Setback Work will involve the design, construction and embellishment of the Bus Setback Area consisting of: • footpath paving works to the Bus Setback Area; • road pavement construction to the Bus Setback Area; • road shoulder kerb and gutter reconstruction; • stormwater drainage; • seating; and • lighting.

Column 1	Column 2
Development Contribution	**Intended use/Detail**
Item 4. Contribution Amount $500,000 (subject to indexation by R&BCI as provided for in Schedule 5 which indexation will be calculated as from the date of the second anniversary of the date of this deed)	The provision of a monetary contribution for the construction and dedication (by Council) of Church Lane located to the east of the site bordering St Kevin's Church.

Schedule 4 — Development Contributions Procedures

1. Developer's undertakings

The Developer undertakes:

(a) to pay the Contribution Amount set out in Item 4 of column 1 of table 1 in Schedule 3 to the Council as contemplated by, and in accordance with, the Development Contributions Timetable;

(b) to carry out or procure the carrying out of, the design and construction of the Contribution Works referred to in Items 1, 2 and 3 of column 1 and 2 of table 1 in Schedule 3 as contemplated by, and in accordance with:

(i) Paragraph 2 of this Schedule 4; and

(ii) the Development Contributions Timetable so as to ensure that Practical Completion of each Contribution Works Portion is achieved by the relevant Date for Practical Completion for each such Contribution Works Portion or as otherwise provided for in any relevant Approval or Development Consent; and

(c) that following Practical Completion of the Contribution Works referred to in Item 1, 2 and 3 of column 2 in Schedule 3, the Developer will maintain these Items in accordance with Paragraph 3 of this Schedule 4;

(d) to register an easement granting a right of way and other appropriate rights, over the Town Square Area, referred to in Item 1 of column 2 of table 1 in Schedule 3 in accordance with section 8.3 of this deed, such easement and offer rights to be on terms reasonably acceptable to the Council;

(e) to register an easement granting a right of way and other appropriate rights, over the Pedestrian Connection Area, referred to in Item 2 of column 2 of table 1 in Schedule 3, in accordance with section 8.3 of this deed, such easement and offer rights to be on terms reasonably acceptable to the Council; and

(f) to prepare and submit to the Council a report, the first report to be submitted 1 year after the date of the deed and thereafter on each anniversary of that date, detailing the progress of the payment, or provision, of the Development Contributions; and

(g) to consult with the Council, respond within a reasonable period to the Council's questions, queries and enquiries (acting reasonably) and generally keep the Council informed regarding the progress of the Development to the extent such matters relate to the payment, or provision, of a Development Contribution.

2. Contribution Works Procedures

2.1 Approvals

The Developer must at its risk and expense:

(a) prepare all Applications and obtain all Approvals necessary to carry out the Contribution Works; and

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(b) comply with all conditions of all such Approvals; and

2.2 Design responsibility

The Developer agrees to procure the design of the Contribution Works (and to achieve Practical Completion of each Contribution Works Portion) in accordance with this planning agreement, Approvals and the Law.

For the avoidance of doubt the Parties agree the Contribution Works will be designed to ensure that the estimated construction costs of the Contribution Works do not exceed the figure for each Contribution Work identified in column 1 of schedule 3 to this Agreement.

2.3 Construction phase

The Developer must:

(a) procure the execution and completion of the Contribution Works in accordance with:

(i) the Approvals;

(ii) its other obligations under this planning agreement; and

(b) ensure that the Contribution Works do not encroach onto land adjoining the Land except as otherwise provided in this planning agreement.

2.4 Review of Contribution Works and Construction Documents

The Developer acknowledges and agrees that:

(a) the Council is not obliged to critically analyse the plans and specifications of the Contribution Works; and

(b) the Council is not responsible for any errors omissions or non-compliance with any Law or the requirement of any Authority by reason of agreeing to the plans and specifications of the Contribution Works; and

(c) the Council is not liable for any liability, loss or Cost incurred by the Developer because of any defect in the design or construction of any part of the Contribution Works; and

(d) no comment, review or information supplied to the Developer by the Council alters or alleviates the Developer from its obligation to construct and complete the Contribution Works in accordance with this planning agreement.

2.5 Developer responsibilities

The Developer is responsible for:

(a) the care of the Contribution Works at all times until Practical Completion of each Contribution Works Portion; and

(b) providing all things and taking all measures reasonably within its control to protect people and property in relation to the Land where failure to do so may render the Council or the Developer liable under the Law until Practical Completion of each Contribution Works Portion; and

(c) until Practical Completion of the relevant Contribution Works Portion, taking any urgent action in relation to the Land necessary to protect people and the consequences of any failure to take such action where failure to do so may render the Council or the Developer liable under the Law.

In addition to any other remedies of the Council, the Council may take urgent action in the case of an emergency to protect people or property and the costs and liabilities incurred or suffered by the Council in taking such urgent action constitutes a debt due from the Developer to the Council payable on demand and the Developer will keep the Council indemnified in respect of all such costs and liabilities.

2.6 Damage

If the Developer or the employees or agents of the Developer damage property, including public utilities and services or property on or adjacent to the Land, until Practical Completion of the Contribution Works, the Developer must promptly make good the damage and pay any compensation which the Law requires the Developer to pay.

2.7 Good Industry Practice

The Developer must ensure that the Contribution Works it has procured to be designed and carried out are designed and carried out according to Good Industry Practice.

2.8 Quality of Material and Work

The Developer must procure the Contribution Works to be carried out:

(a) using good quality materials, which must be suitable for the purpose for which they are required under this planning agreement;

(b) without the use of asbestos in any form;

(c) in compliance with relevant standards determined by Australian Standards Limited, the Building Code of Australia as determined by the Commonwealth of Australia and any relevant manufacturers' standards; and

(d) so that the Contribution Works, when completed, are suitable for the purpose for which they are required as contemplated by the relevant Approvals.

2.9 Insurance

The Developer must ensure that there is effected and maintained an insurance policy (which may include a group global policy on which the Developer can rely) covering such risks, and on terms, reasonably acceptable to the Council including physical loss, damage or destruction of the Contribution Works (including any associated temporary works), third party liability, contractors and professional indemnity insurance. The policy must provide cover for the period from the date of the commencement of construction of the Contribution Works until the end of any relevant defects liability period.

2.10 Amount of property insurance

The insurance cover in relation to works insurance must be for an amount not less than the full insurable value of the Contribution Works on a full reinstatement and replacement basis (including extra costs of reinstatement, costs of demolition and removal of debris, and professional fees).

2.11 Insurance generally

All insurances which the Developer is required by this deed to effect and maintain:

(a) must be with insurers and on terms consistent with good construction industry practice;

(b) must note the rights and interests of the Council; and

(c) must not in any respect limit or derogate from the liabilities or obligations of the Developer under this planning agreement.

2.12 Providing proof of insurance

Whenever reasonably requested in writing by the Council, the Developer must give the Council certificates of the insurance policies which the Developer is required by this planning agreement to effect and maintain.

2.13 Premiums

The Developer must punctually pay all premiums in respect of all insurances.

2.14 Additional Obligations

The Developer must:

(a) not do or omit to do anything which if done or not done might vitiate, impair, derogate or prejudice any insurance or might prejudice any claim under any insurance policy; and

(b) if necessary, rectify anything which might prejudice any insurance policy; and

(c) reinstate an insurance policy if it lapses; and

(d) immediately notify the Council in writing if an insurer gives notice of cancellation in respect of any insurance policy; and

(e) give full, true and particular information to the insurer of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or the payment of all or any benefits under the insurance.

2.15 Application of insurance proceeds

If all or any part of the Contribution Works is damaged or destroyed prior to Practical Completion thereof:

(a) all insurance proceeds in respect of that damage or destruction must be applied to repair or reinstate the Contribution Works; and

(b) if the insurance proceeds received under the insurances in respect of the damage or destruction are less than the cost of repairing or replacing the Contribution Works (or those insurances are void or unenforceable and there are no proceeds), the Developer must complete the repair and replacement of the Contribution Works using its own funds; and

(c) if the insurance proceeds received under the insurances in respect of the damage or destruction exceed the costs of repairing or replacing the Contribution Works, the Developer will be entitled to keep that excess.

2.16 Input tax credits

Where the Developer has effected any insurance policy referred to in this planning agreement before the date of this planning agreement, that party:

(a) warrants that it informed the insurer of the extent of its entitlement to an input tax credit for the last premium it paid at or before the time of first making any subsequent claim under the insurance policy; and

(b) must inform the insurer of the extent of its entitlement to an input tax credit for any future premium it pays immediately after paying that premium.

Where the Developer effects any insurance policy referred to in this planning agreement after the date of this planning agreement, the Developer must inform the insurer of the extent of its entitlement to an input tax credit for any premium it pays immediately after paying that premium.

2.17 Certification

When the Developer is of the opinion that a Contribution Works Portion has been reached Practical Completion, the Developer must:

(a) request the Certifier to issue a Certificate of Practical Completion; and

(b) at the same time give the Council a copy of that request.

2.18 Certifier to respond

Within 10 Business Days after the receipt of the Developer's request, the Certifier must either:

(a) give the Developer (with a copy to the Council at the same time) a Certificate of Practical Completion certifying that the Contribution Works Portion has been reached Practical Completion; or

(b) give the Developer (with a copy to the Council at the same time) the reasons for not issuing that certificate and provide a detailed list of work required to be completed in order for that certificate to be issued.

2.19 Dispute where no Certificate of Practical Completion

If within 10 Business Days after receipt of the Developer's request the Certifier does not either issue the Certificate of Practical Completion of the Contribution Works Portion or give the Developer reasons for not issuing the certificate, then either the Council or the Developer may regard the circumstances as constituting a dispute between the Council and the Developer.

2.20 Carrying out required work

On receipt of the detailed list referred to in paragraph 2.18(b), the Developer must carry out the work referred to in that list and, on completion of that work, request the Certifier to issue a Certificate of Practical Completion. If the Certifier is satisfied that all such work has been completed in accordance with this deed then, the Certifier must issue the Certificate of Practical Completion within 10 Business Days after receipt of the Developer's request. Otherwise the provision of paragraphs 2.18 to 2.20 inclusive re-apply.

2.21 Prerequisites for Certificate of Practical Completion

Despite paragraph 2.18, a Certificate of Practical Completion may not issue unless and until:

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(a) the Developer has given the Council a survey prepared by a licensed surveyor showing the location of the relevant Contribution Works Portion;

(b) relevant copies of all necessary documents and Approvals issued by the Consent Authority or relevant accredited certifier acknowledging completion of the Contribution Works Portion, and if appropriate permitting use and occupation of the Contribution Works Portion, including a Compliance Certificate and an Occupation Certificate (if required) have been delivered to the Council; and

(c) copies of all other certificates, consents and Approvals required of any relevant Authority, whose certificate, consent or approval is required for the erection, use or occupancy of each relevant part of the Contribution Works have been delivered to the Council.

2.22 Providing documents to the Council

If and to the extent reasonably required (and not otherwise previously delivered to the Council) promptly, and in any event within 90 Business Days, after Practical Completion, the Developer must do all things required to procure the issue and delivery to the Council of copies of the following items in relation to each Contribution Works Portion:

(a) a copy of as-built drawings and all warranties and operations manuals given in connection with the Contribution Works Portion; and

(b) all certificates issued by any Authority in relation to any part of the Contribution Works Portion which have not previously been delivered to the Council; and

(c) a copy of a building certificate under Part 8 of the Act in respect of the Contribution Works Portion.

2.23 Effect of Certificates

The issue of a Certificate of Practical Completion is evidence that Practical Completion has been achieved, but not an acknowledgment that otherwise the Developer has complied with its obligations under this planning agreement.

2.24 Rectification

(a) As soon as possible after the Date of Practical Completion the Developer must rectify any defects or omissions in the relevant Contribution Works.

(b) At any time during the period commencing on the Date of Practical Completion and ending and the date being 12 months later, the Council may inspect the Contribution Works Portion for the purpose of ascertaining what defects and omissions (if any) in the Contribution Works Portion are required to be made good by the Developer.

(c) The Council may give notice to the Developer that:

(i) part of the Contribution Works Portion is defective, giving details; and

(ii) the works required to rectify the defect; and

(iii) provides an estimate of the Costs to rectify such works; and

(iv) allows the Developer a reasonable period to rectify such works; and

(d) If the Developer fails to complete or rectify such works within the period required by a notice issued under paragraph 2.24(c), then the Council may have such works completed or rectified at the Developer's expense; and

(e) The estimated amount will be a debt due from the Developer to the Council payable on demand and amounts so paid must be applied by the Council in completing or rectifying such works; and

(f) If the amount estimated is less than the actual Costs incurred by the Council in completing or rectifying such works under this paragraph the shortfall will be a debt due by the Developer to the Council payable on demand; and

(g) If the amount estimated (and that amount has been paid by the Developer to the Council) is greater than the actual Costs incurred by the Council in completing or rectifying such works under this paragraph the excess will be a debt due by the Council to the Developer payable on demand at any time after such works have been completed or rectified.

2.25 Detailed design and specification process

The Parties agree to implement and comply with the following process for detailing the plans and specifications of each Contribution Works Portion:

(a) the final plans and specifications must be agreed by the Council and the Developer (both acting reasonably) before any application for a Construction Certificate, in respect of any works forming part of the Development is approved;

(b) those plans and specifications must be prepared to a cost equivalent to the amounts referred to in column 1 of Table 1 to Schedule 3 (as indexed in accordance with Schedule 5), and once those specifications have been agreed; and

(c) then the Developer's obligations to provide the Contribution Works will relate to the works on the basis of those agreed plans and specifications, with the Developer accepting the risk that the actual cost of delivery of those works may exceed the amounts referred to in column 1 of Table 1 to Schedule 3 (as indexed in accordance with Schedule 5).

2.26 Specifications

(a) The parties agree that in preparing and agreeing the detailed design and specifications of the Contribution Works regard shall be had to the following where relevant:

(i) all Council policies and engineering specifications including Auspec 1- "Design and Construction", Minor Works Policy and all relevant Australian Standards are to be abided by;

(ii) all services infrastructure are to comply with the relevant Australian Standards; and

(iii) all electrical infrastructure to be provided in accordance with Energy Australia underground standards.

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

3. Maintenance

3.1 Developer to Maintain

The Developer must ensure the Maintenance Areas are maintained to ensure public safety, health and cleanliness and as in accordance with the Required Standard.

3.2 Required Standard

The Required Standard will be such standard as is provided for in a plan of management which the parties agree must be prepared and approved by each of them prior to Practical Completion of the Maintenance Areas, it being agreed that each will act in good faith and reasonably in consulting with each other and agreeing the detailed provisions of that plan of management, which:

(a) must involve a standard no less than the standard of maintenance implemented for the publicly accessible areas of the Rouse Hill Town Centre;

(b) must be consistent with the standard of maintenance required by any condition of Development Consent relating to the Maintenance Areas; and

(c) otherwise must be a standard which recognises the proposed use of each part of the Maintenance Areas and the requirements for public safety, health and cleanliness.

3.3 Reporting

(a) The Developer must procure at its cost, a Maintenance Consultant, to prepare and submit to the Council annually a report detailing the maintenance undertaken by the Developer in order to maintain the Maintenance Areas to the Required Standard.

(b) Council will nominate each year three Maintenance Consultants and the Developer may choose which Maintenance Consultant in which to engage in order to provide the reports referred to in paragraph 3.3(a).

(c) The first annual report will be required to be provided to Council one year after the later of the Practical Completion of the Town Square Works, the Pedestrian Connection Works or the Bus Setback Works. Each subsequent report must be given to the Council each 31 July in respect of the period ending 30 June immediately preceding that date.

(d) The report referred to in clause 3.3(a), must identify any deficiency in the maintenance undertaken to the Maintenance Areas when compared to the Required Standard, the scope of works required to be carried out in order to meet the Required Standard and a timetable for the completion of those works.

(e) The Developer must promptly carry out all works required to be carried out by any report referred to in clause 3.3(a) and timetable referred to in the report, in order to bring the Maintenance Areas to the Required Standard.

3.4 Developer's failure to maintain

In the event the Developer fails to maintain the Maintenance Areas to the Required Standard, then the Council may, at its discretion, elect to carry out such of that maintenance required to achieve the Required Standard, in which case:

(a) the Developer agrees to pay to the Council on demand and without set-off or deduction, all costs and expenses incurred by the Council in carrying out any works required to achieve the Required Standard of maintenance of the relevant portion of Maintenance Areas; and

(b) the Developer indemnifies the Council against all claims, liabilities and losses arising from, and all costs, charges and expenses incurred in connection with, the Council carrying out any works required to achieve the Required Standard of maintenance and exercising its rights under or by virtue of clause 3.4 of this Schedule.

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Schedule 5 — Development Contributions Timetable

1. Developer's failure to deliver Contribution Works

In the event the Developer fails to achieve Practical Completion of any part of a Contribution Works Portion by the Date for Practical Completion of that Contribution Works Portion, then the Council may, at its discretion, elect to carry out such of that Contribution Works Portion required to achieve Practical Completion of that Contribution Works Portion, in which case:

(a) the Developer agrees to pay to the Council on demand and without set-off or deduction, all costs and expenses incurred by the Council in carrying out any works required to achieve Practical Completion of the relevant Contribution Works Portion; and

(b) the Developer indemnifies the Council against all claims, liabilities and losses arising from, and all costs, charges and expenses incurred in connection with, the Council carrying out any works required to achieve Practical Completion of the relevant Contribution Works Portion and exercising its rights under or by virtue of paragraph 1 of this Schedule 5, to the extent those costs, charges and expenses are not recovered under paragraph 1(b).

Table 1

Column 1	Column 2	Column 3
Development Contribution	**Development Contribution Works**	**Date for Practical Completion of Contribution Works**
Item 1 of the table in Schedule 3	The Town Square Works	Practical Completion of the Town Square Works prior to the earlier of: (a) the issue of an Occupation Certificate for any ground level component of the Development; or (b) the first day that any part of the retail component of the Development is open for trading.
Item 2 of the table in Schedule 3	The Pedestrian Connection Works	Practical Completion of the Pedestrian Connection Works prior to the earlier of: (a) the issue of an Occupation Certificate for any ground level component of the Development; or (b) the first day that any part of the retail component of the Development is open for trading.
Item 3 of the table in Schedule 3	The Bus Setback Works	Practical Completion of the Bus Setback Works prior to the earlier of: (a) the issue of an Occupation Certificate for any ground level component of the Development; or (b) the first day that any part of the retail component of the Development is open for trading.

Table 2 Column 1	Column 2	Column 3
Development Contribution	**Development Contribution Amount**	**Date for payment of Contribution Amounts**
Item 4 of the table in Schedule 3	$500,000 + (if relevant) R&BCIA (which indexation will be calculated as from the date of the second anniversary of the date of this deed)	Payment of the Contribution Amount to be made within 15 Business Days of the satisfaction of the condition referred to in clause 3.2(b) of this deed.

In respect of indexation by R&BCI the following applies:

A means the dollar ($) amount specified or referred to in column 2 (as applicable) of the table in this Schedule 5 payable prior to indexation by R&BCI.

R&BCI means the published index for road and bridge construction for New South Wales as determined by the Australian Bureau of Statistics each quarter which, at the date of this deed, is set out at table 16 catalogue number 6427 - known as "Output of the General Construction Industry - Producer Price Indexes" and noted as index number 4121 of Series ID of A2333685A, or if that index is no longer published, then any other index which, in the reasonable opinion of the Council, is a similar index,

R&BCIA means the amount determined in accordance with the following formula (which may be a negative amount where D is greater than C):

$$R\&BCIA = \frac{A \times C}{D} - A$$

where:

C = subject to paragraph 2 of this Schedule 5, the most recent R&BCI prior to the date that payment is due to be made; and

D = the most recent R&BCI before the date of this deed.

For the avoidance of doubt, if C is less than D, then the amount of the relevant payment will be set out in the table in Schedule 5.

) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Schedule 6 Release and Discharge Terms

The Council agrees:

(a) to provide to the Developer a withdrawal of caveat in respect of any caveat the Council has lodged in respect of the whole or any part of the Land, to the extent the Developer has satisfied its obligations under this deed in respect of that part of the Land;

(b) to provide a release and discharge of this deed with respect to any part of the Land (except any part of the Land which contains the Town Square or the Pedestrian Connection or the Bus Setback) upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land; and

(c) to do all things reasonably required by the Developer to have such release and discharge of this deed registered by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this deed relates to land not under the Real Property Act or if this deed is terminated in accordance with the terms of this deed.

Schedule 7 — Review Procedures

The Parties may agree to review this deed. Any review or modification will be conducted in the circumstances and in the manner determined by the Parties.

Schedule 8 - Dispute resolution

1. Notice of Dispute

If a dispute between the Parties arises in connection with this deed or its subject matter, then a Party may give to the other Parties a notice of dispute in writing adequately identifying and providing details of the dispute.

The Parties must continue to perform their respective obligations under this deed if there is a dispute but will not be required to complete the matter, the subject of the dispute, unless the Party indemnifies the other Parties against cost, damages and all losses suffered in completing the disputed matter if the dispute is not resolved in favour of the indemnifying Party.

2. Further steps required before proceedings

(a) Any dispute between the Parties arising in connection with this deed or its subject matter must as a condition precedent to the commencement of any legal proceedings be referred to the General Manager of Council and the Chief Executive Officer of the Developer.

(b) If the dispute can not be resolved by the General Manager of Council and the Chief Executive Office of the Developer within 10 Business Days of the notice referred to in paragraph 1 of this Schedule then the Parties must refer the matter to a mediator.

(c) If the Parties to the dispute cannot agree on a mediator within 15 Business Days of receipt by the relevant Party of the notice referred to in paragraph 1 of this Schedule, any one Party may request LEADR to appoint a mediator.

(d) Each party must use its best efforts to resolve the dispute by a mediation procedure to be agreed upon by each Party to the dispute.

(e) If mediation does not result in the resolution of the dispute within 30 Business Days of the notice referred to in paragraph 1 of this Schedule (or such longer period as the Parties agree in writing), then any Party is entitled to commence any legal proceedings in respect of that dispute.

3. Disputes for expert determination

If the mediation referred to in paragraph 2 has not resulted in settlement of the dispute, the Developer or any one Party may, with the prior written consent of each other Party, refer the matter to expert determination in accordance with paragraph 4, such expert to act in accordance with paragraph 6.

4. Choice of expert

A dispute to be referred to an expert in accordance with paragraph 3 must be determined by an independent expert in the relevant field:

(a) agreed between and appointed jointly by the Parties; or

(b) in the absence of agreement within 5 Business Days of the agreement of the Parties to refer the matter to expert determination under paragraph 3, appointed by the President or other senior officer for the time being of the body administering the relevant field.

If the Parties cannot agree as to the relevant field, any one Party may refer the matter to the President of the New South Wales Bar Association (or the President's nominee) whose decision as to the relevant field is final and binding on the Parties.

5. Requirements for expert

The expert appointed to determine a dispute:

(a) must have a technical understanding of the issues in contest;

(b) must not have a significantly greater understanding of one Party's business or operations which might allow the other side to construe this greater understanding as a bias or a conflict of interest;

(c) must inform the Parties before being appointed the extent of the expert's understanding of each Party's business or operations and, if that information indicates a possible bias, then that expert must not be appointed except with the written approval of the Parties.

The Parties must enter into an agreement with the expert appointed under this Schedule 8 setting out the terms of the expert's determination and the fees and expenses payable to the expert.

6. Directions to expert

In reaching a determination in respect of a dispute under paragraph 3, the independent expert must give effect to the intent of the Parties entering into this deed.

7. Expert not arbitrator

The expert must:

(a) act as an expert and not as an arbitrator; and

(b) proceed in any manner as the expert thinks fit but must observe the rules of natural justice but not the rules of evidence, not accept verbal submission unless all Parties are present and on receipt of written submissions from any one Party ensure that a copy of such submission is given promptly to the other Parties; and

(c) take into consideration all documents, information and other material which the Parties give the expert which the expert in its absolute discretion considers relevant to the determination of the dispute; and

(d) not be expected or required to obtain or refer to any other documents, information or material (but may do so if the expert so wishes); and

(e) issue a draft certificate stating the expert's intended determination giving each Party 15 Business Days to make further submissions; and

(f) issue a final certificate stating the expert's determination; and

(g) act with expedition with a view to issuing the final certificate as soon as practicable.

8. Compliance with directions

The Parties must comply with all directions given by the expert in relation to the resolution of the dispute and must within a time period specified by the expert, give the expert:

(a) a short statement of facts; and

(b) a description of the dispute; and

(c) any other documents, records or information the expert requests.

9. Expert may commission reports

The expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to provide information to assist the expert in making a determination. The Parties must indemnify the expert for the cost of those advisers or consultants.

10. Expert may convene meetings

(a) The expert will hold a meeting with all the Parties present to discuss the dispute. The meeting must be conducted in a manner which the expert considers appropriate. The meeting may be adjourned to, and resumed at, a later time in the expert's discretion.

(b) The Parties agree that a meeting under this paragraph is not a hearing and is not an arbitration.

11. Final determination of expert

(a) The Parties agree that the final determination by an expert will be final and binding upon them.

(b) The expert or mediator will not be liable in respect of the expert determination or mediation, except in the case of fraud or misfeasance by the expert or mediator.

(c) The Parties agree to release and indemnify the expert from and against all claims, except in the case of fraud or misfeasance by the expert, which may be made against the expert by any person in respect of the expert's appointment to determine the dispute.

12. Other courses of action

If the mediation referred to in paragraph 2 or the expert determination required or agreed under paragraph 3 has not resulted in resolution of the dispute, any one Party may take whatever course of action it deems appropriate for the purpose of resolving the dispute.

13. Confidentiality of information

The Parties agree, and must procure that, the mediator and expert agrees as a condition of his or her appointment:

(a) subject to paragraph (b) below, to keep confidential all documents, information and other material, disclosed to them during or in relation to the expert determination or mediation; and

(b) not to disclose any confidential documents, information and other material except:

(i) to a Party or adviser who has signed a confidentiality undertaking to the same effect as this paragraph 13; or

(ii) if required by Law or the ASX Listing Rules to do so; or

(c) not to use confidential documents, information or other material disclosed to them during or in relation to the expert determination for a purpose other than the expert determination or mediation.

The Parties must keep confidential and must not disclose or rely upon or make the subject of a subpoena to give evidence or produce documents in any arbitral, judicial or other proceedings:

(d) views expressed or proposals or suggestions made by a Party or the expert during the expert determination or mediation relating to a possible settlement of the dispute; and

(e) admissions or concessions made by Party during the expert determination or mediation in relation to the dispute; and

(f) information, documents or other material concerning the dispute which are disclosed by a Party during the expert determination or mediation unless such information, documents or facts will have been otherwise discoverable in judicial or arbitral proceedings.

Schedule 9 - Not used

) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Schedule 10 Guarantee and Indemnity

1. Guarantee and Indemnity

1.1 Consideration

The Guarantor acknowledges that Council is acting in reliance on the Guarantor incurring obligations and giving rights under the guarantee and indemnity provided under this Schedule 10.

1.2 Guarantee

The Guarantor unconditionally and irrevocably guarantees to Council the due and punctual performance and observance by the Developer of the Guaranteed Obligations.

1.3 Liability

If the Developer does not comply with the Guaranteed Obligations on time and in accordance with this deed, then the Guarantor agrees to comply with those obligations on demand from Council. A demand may be made whether or not Council has made demand on the Developer.

1.4 Claims against the Guarantor

(a) Council may claim against the Guarantor under this guarantee and indemnity even though Council has not first enforced or exhausted any of their rights against the Developer for payment, which includes, without limitation, making demands and taking proceedings until judgment.

(b) Any amount which the Guarantor is liable to pay Council under paragraph 1.5 must be paid within 5 Business Days of a demand being made by Council on the Guarantor.

1.5 Indemnity

(a) The Guarantor indemnifies Council against any liability or loss arising from, and any Costs it incurs, if:

(i) the Developer does not, or is unable to, comply with (whether in full or in part) the Guaranteed Obligations (including the obligation to pay money); or

(ii) an obligation the Developer would otherwise have under this deed (including an obligation to pay money) is found to be unenforceable; or

(iii) the Guaranteed Obligations are not, or have never been, enforceable against the Guarantor or is not capable of observance, performance or compliance in full because of any other circumstance whatsoever including any transaction relating to the obligations under paragraph 1.2 being void, voidable or unenforceable and whether or not Council knew, or should have known, anything about that transaction; or

(iv) a representation or warranty by the Developer in this deed is found to have been incorrect or misleading when made or taken to be made; or

(v) the Developer disregards an order by a court of competent jurisdiction for specific performance of the Guaranteed Obligations other than by reason of the wrongful repudiation or default by Council; or

(vi) the Developer becomes Insolvent;

Council need not incur expense or make payment before enforcing this right of indemnity.

(b) The Guarantor agrees to pay amounts due under this clause on demand from Council.

(c) Council need not incur expense or make payment before enforcing this right of indemnity.

1.6 Extent of guarantee and indemnity

(a) The guarantee in paragraph 1.2 and the indemnity in paragraph 1.5 are continuing obligations and extend to all of the Guaranteed Obligations. The Guarantor waives any right it has of first requiring Council to commence proceedings or enforce any other right against the Developer or any other person before claiming from the Guarantor under the guarantee and indemnity provided in this Schedule 10.

(b) Performance by the Guarantor to or in favour of Council will be a good discharge as against the Developer.

(c) This guarantee and indemnity is security for the whole of the money payable under the guarantee and indemnity provided in this Schedule 10.

1.7 Acknowledgment

The Guarantor acknowledges that, before entering into the guarantee and indemnity provided in this Schedule 10, it:

(a) was given a copy of this deed and had full opportunity to consider their provisions; and

(b) is responsible for making itself aware of the financial position of the Developer.

2. Interest

2.1 Obligation to pay interest

The Guarantor agrees to pay interest on any amount under this guarantee and indemnity which:

(a) is not paid by it on the due date for payment; and

(b) is not otherwise incurring interest.

The interest accrues daily from (and including) the first day of an Interest Period to (but excluding) the last day of an Interest Period and is calculated on actual days elapsed and a year of 365 days.

The Guarantor agrees to pay interest under this paragraph on demand from Council.

2.2 Rate of interest

The rate of interest applying to each daily balance is the rate 2% per annum above the Bank Bill Rate.

2.3 Compounding

Interest payable under paragraph 2.1 which is not paid when due for payment may be added to the overdue amount by Council at intervals which Council determines from time to time or, if no determination is made, every 30 days. Interest is payable on the increased overdue amount at the rate set out in paragraph 2.2 and in the manner set out in paragraph 2.1.

2.4 When Interest Periods begin and end

The first Interest Period begins on the date that any amount under this guarantee and indemnity is due for payment which is not paid. Each subsequent Interest Period begins on the day when the preceding Interest Period ends. An Interest Period which would otherwise end on a day which is not a Business Day ends on the next Business Day (unless that day falls in the following month, in which case the Interest Period ends on the previous Business Day). However, an Interest Period ends when all amounts due to Council under this guarantee and indemnity are paid.

3. Payments

The Guarantor agrees to make payments under this guarantee and indemnity:

(a) in full without set-off or counterclaim, and without any deduction in respect of Taxes unless prohibited by law; and

(b) in the currency in which the payment is due, and otherwise in Australian dollars, in immediately available funds; and

(c) on the basis that Council is irrevocably authorised to apply payments in any manner it sees fit.

4. No merger

This guarantee and indemnity does not merge with or adversely affect, and is not adversely affected by, any of the following:

(a) any other guarantee, indemnity, mortgage, charge or other Encumbrance, or other right or remedy to which Council is entitled; or

(b) a judgment which Council obtains against the Guarantor, the Developer or any other person in connection with this planning agreement.

Council may still exercise its rights under this guarantee and indemnity as well as under the judgment, mortgage, charge or other Encumbrance or the right or remedy.

5. Rights of Council are protected

The rights given to Council under this guarantee and indemnity, and the Guarantor's liabilities under it, are not affected by any act or omission, including mistakes, of Council or any other person. For example, those rights and liabilities are not affected by:

(a) any act or omission (including mistakes):

(i) varying or replacing this planning agreement;

(ii) granting time to, compounding or compromising with or wholly or partially releasing or giving a concession (such as more time to pay) to,

the Developer, provided that the Guarantor obtains the benefit of such release or concession;

(iii) granting time to, compounding or compromising with or wholly or partially releasing or giving a concession (such as more time to pay) to, any person who gives a guarantee or indemnity in connection with any of the obligations of the Developer;

(iv) by which a person becomes a Guarantor after the date of this guarantee and indemnity;

(v) by which the obligations of any person who guarantees any of the Developer's obligations (including obligations under this guarantee and indemnity) may become unenforceable;

(vi) by which any person who was intended to guarantee any of the Developer's obligations does not do so, or does not do so effectively;

(vii) by which a person who is co-surety or co-indemnifier is discharged under an agreement or by operation of law;

(b) a person dealing in any way with this planning agreement or this guarantee and indemnity;

(c) any person including the Guarantor or the Developer becoming Insolvent;

(d) changes in the membership, name or business of any person;

(e) acquiescence or delay by Council or any other person;

(f) a change in the legal capacity, rights or obligations of a person;

(g) the fact that a person is a trustee, nominee, joint owner, joint venturer or a member of a partnership, firm or association;

(h) judgment against the Developer or another person;

(i) the receipt of a dividend after a person becomes Insolvent or the payment of a sum or sums to the account of the Developer or another person at any time (whether received or paid jointly, jointly and severally or otherwise);

(j) any part of the obligations guaranteed and indemnified under this guarantee and indemnity being irrecoverable;

(k) subject to paragraph 9, an assignment of rights in connection with the obligations guaranteed and indemnified under this guarantee and indemnity;

(l) the acceptance or repudiation or other termination in connection with the obligations guaranteed and indemnified under this guarantee and indemnity;

(m) the invalidity or unenforceability of an obligation or liability of any person for any reason, including by operation of law; or

(n) any variation or novation of a right of Council or material alteration of this deed, in respect of the Developer, a Guarantor or another person.

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6. Guarantor's rights are suspended

As long as any Guaranteed Obligation is required, or may be required, to be complied with in connection with this guarantee and indemnity, the Guarantor may not, without Council's consent:

(a) reduce its liability under this guarantee and indemnity by claiming that it or the Developer or any other person has a right of set-off or counterclaim against Council; or

(b) claim or receive the benefit of another guarantee, indemnity, mortgage, charge or other Encumbrance of which Council has the benefit.

(c) claim an amount from the Developer, or another guarantor (including a person who has signed this guarantee and indemnity as a "Guarantor"), under a right of indemnity in connection with this planning agreement; or

(d) claim in competition with Council an amount in the liquidation, administration or insolvency of the Developer or of another guarantor of any of the obligations of the Developer (including a person who has signed this guarantee and indemnity as a "Guarantor").

7. Reinstatement of rights

Under law relating to liquidation, administration, insolvency or the protection of creditors, a person may claim that a transaction (including a payment) in connection with the Guaranteed Obligations or other money payable under this paragraph is void or voidable. if a claim is made and upheld, conceded or compromised, then:

(a) Council is immediately entitled as against the Guarantor to the rights in connection with this guarantee and indemnity to which it was entitled immediately before the transaction; and

(b) on request from Council, the Guarantor agrees to do anything (including signing any document) to restore to Council any mortgage, charge or other Encumbrance (including this guarantee and indemnity) held by it from the Guarantor immediately before the transaction.

7.2 Guarantor's right to prove

Following the occurrence of an Event of Default and whilst it subsists, the Guarantor for valuable consideration irrevocably appoints Council and each Authorised Officer of Council severally as its attorneys.

Each attorney may:

(a) in the name of the Guarantor or the attorney do anything which the Guarantor may lawfully do to exercise a right of proof of the Guarantor following the Developer becoming Insolvent (including, without limitation, executing agreements and instituting, conducting and defending legal proceedings and receiving any dividend arising out of that right); and

(b) delegate its powers (including, without limitation, this power of delegation) to any person for any period and may revoke a delegation; and

(c) exercise or concur in exercising its powers even if the attorney has a conflict of duty in exercising its powers or has a direct or personal interest in the means or result of that exercise of powers.

The Guarantor agrees to ratify anything done by an attorney or its delegate in accordance with this paragraph 7.

The attorney need not account to the Guarantor for any dividend received on the exercise of that right of proof until Council has received all of the money payable under this guarantee and indemnity.

8. Costs

8.1 Guarantor agree to pay

(a) The Guarantor agrees to pay or reimburse Council on demand all duties, fees, Taxes and charges which are payable in connection with this guarantee and indemnity or a payment or receipt or other transaction contemplated by it.

(b) The Guarantor agrees to pay or reimburse Council's reasonable Costs in making, exercising, preserving or enforcing rights and doing anything in respect of the Guarantor under this guarantee and indemnity.

8.2 Items included in Costs

The Guarantor agrees that the Costs referred to in this guarantee and indemnity include reasonable legal Costs in accordance with any written agreement as to legal costs (whether or not the Developer or Guarantor are parties to that agreement) or, if no agreement, on whichever is the higher of a full indemnity basis or solicitor and own client basis.

8.3 Payment of third party losses

The Guarantor agrees to pay an amount equal to any liability or loss and any Costs suffered or incurred by:

(a) any attorney appointed by Council under this guarantee and indemnity; or

(b) any employee, officer, agent or contractor of Council in the course of preserving, exercising or enforcing rights (or considering such).

9. Dealing with interests

(a) The Guarantor must not assign any of its rights or obligations under this guarantee and indemnity without the prior consent of Council.

(b) The rights and obligations of the Guarantor and Council under this guarantee and indemnity are not capable of assignment except in accordance with paragraphs 9(a).

(c) The Guarantor agrees to act reasonably in providing its consent to any assignment by Council where that assignment is to the same person who takes an assignment of Council' rights under this deed with the consent of the Developer.

Schedule 11 Assignment and Dealing Terms

1.1 Developer's right to sell Land

The Developer must not sell, transfer or dispose of the whole or any part of the Land otherwise than in circumstances where paragraph 1.2 applies, unless before it sells, transfers or disposes of any such part of the Land to another person ("**Transferee**"):

(a) it satisfies the Council acting reasonably that the proposed Transferee is financially capable of complying with such of the Developer's obligations under this deed (including, without limitation, by providing financial statements for the proposed transferee and credit standing) as the Council acting reasonably shall nominate must be adopted by the Transferee ("**Required Obligations**");

(b) the rights of the Council under this deed are not diminished or fettered in any way;

(c) the Transferee signs a deed in form and substance acceptable to the Council containing provisions under which the Transferee agrees to comply with the Required Obligations as if it were the Developer (including obligations which arose before the transfer or assignment) with respect to the land being sold, transferred or disposed of; and

(d) the Transferee procures a person of similar or equal financial standing to the Guarantor, or as otherwise acceptable to Council in its sole and unfettered discretion, to provide a guarantee and indemnity to the Council in accordance with Schedule 10; and

(e) any default by the Developer has been remedied by the Developer or waived by the Council; and

(f) the Developer and the Transferee pay the Council's reasonable Costs in relation to that assignment.

1.2 Release

If the Developer sells, transfers or disposes of the whole or any part of the Land and fully satisfies the requirements of paragraph 1.1 of this Schedule 10, the Developer will be released from its obligations under this deed with respect to the land being sold, transferred or disposed of.

1.3 No change in control

Except for the sale or transfer of shares, stock or units in any Parent of the Developer which are listed on any stock exchange, a person may only become or cease to be a Parent of the Developer with the Council's consent provided that before that event occurs:

(a) the Developer satisfies the Council acting reasonably that the Developer, as Controlled by the new Parent ("**New Parent**"), will have the capability, experience and expertise to carry out the Development and to satisfy the Developer's obligations under this deed ("**Required Obligations**");

(b) the New Parent signs a deed in form and substance acceptable to the Council containing provisions under which:

(i) the New Parent agrees to comply with the Required Obligations as if it were the Developer (including obligations which arose before the

transfer or assignment) with respect to the land being sold, transferred or disposed of; and

(ii) the New Parent acknowledges and agrees that the rights of the Council under this deed are not diminished or fettered in any way;

(c) the Guarantor confirms that the Guarantee and Indemnity will not be affected or limited in any way by virtue of the change of control; and

(d) any default by the Developer has been remedied by the Developer or waived by the Council; and

(e) the Developer and the New Parent pay the Council's reasonable Costs in relation to that consent.

Schedule 12 - Costs

Developer - 100%

Council - Nil

Schedule 13 - Explanatory Note

The Explanatory Note relating to this deed must not be used to assist in construing this deed.

Explanatory Note

Introduction

The purpose of this explanatory note is to provide a summary to support the notification of the proposed planning agreement (the "**Planning Agreement**") prepared pursuant to section 93F of the *Environmental Planning and Assessment Act* 1979 (the "**Act**").

This explanatory note has been prepared jointly by the parties as required by clause 25E of the *Environmental Planning and Assessment Regulation* 2000 (the "**Regulation**").

Parties to the Planning Agreement

The parties to the Planning Agreement are Multiplex Dee Why Pty Limited ("**Developer**"), Brookfield Multiplex Developments Australia Pty Limited ("**Guarantor**") and Warringah Council (the "**Council**").

The Developer has agreed to enter into the Planning Agreement in connection with the proposed *Warringah Local Environmental Plan - Amendment No. 21* ("**LEP**").

Description of the Subject Land

The Planning Agreement applies to the following land (the "**Land**"):

- Lot 1/3 DP 307937 ;
- Lot A DP 416469;
- Lot 1 DP 504212
- Lot 10/11 DP 231418;
- Lot A DP 339410;
- Lot 9 DP 8172 Section 16;
- Lot 1 DP209503;
- Lot 1/2/3 DP 212382, and
- Lot A/B DP 371110,

which is also known as No 884-896 Pittwater Road, 9, 11, 15 and 17 Howard Avenue, 14-16 Oaks Avenue and 28 Oaks Avenue, Dee Why and is identified as "Site B" on the E21 Site Map.

Description of the Proposed Change to the Environmental Planning Instrument and of the Development

The Developer is seeking changes to *Warringah Local Environmental Plan 2000* (the "**Warringah LEP**"). This change will be effected by the Minister making the LEP.

The effect of the changes to the Warringah LEP will be to rezone the Land to:

- create a new locality E21 Dee Why Town Centre; and
- allow for mixed use development comprising residential, retail and commercial use on the Land.

The draft LEP was publicly exhibited between 10 February 2008 and 14 March 2008 in accordance with section 66 of the Act.

If the Minister makes the LEP, development application(s) lodged under the Act to develop the Land by erecting a mixed use development comprising residential, retail and commercial uses (which includes two residential towers of between 66/75AHD and 69/78AHD) and the consolidation of car parking via 4 levels of basement and one level of above ground car parking and loading facilities will be determined.

Summary of Objectives, Nature and Effect of the Planning Agreement

The Planning Agreement provides that the Developer will make various contributions, with a total value of $2,991,000 on the terms of the Planning Agreement. These contributions comprise:

1. a cash payment of $500,000 as a contribution to the cost of the construction and dedication of the proposed new road to be constructed on Site "A" as identified on the E21 Site Map; and

2. works in kind with a total value of $2,491,000 comprising:

   (a) the construction and embellishment of a Town Square and Pedestrian Connection; and

   (b) the construction and embellishment of a Bus Set Back area in Pittwater Road.

Each of these amounts are subject to indexation in accordance with the published index for road and bridge construction for New South Wales as determined by the Australian Bureau of Statistics.

The Planning Agreement also provides that the Developer will grant a right of way, which will benefit the Council and the public, over the Town Square Area and Pedestrian Connection Area. The right of way will:

- provide the public with a right to use the Town Square and Pedestrian Connection 24 hours a day 7 days a week;
- include provisions granting the Council the non-exclusive right to use the Town Square for 30 days (at its selection) per calendar year for community and cultural events; and
- require the Developer to ensure the ongoing maintenance of the Town Square Area and Pedestrian Connection Area at its cost.

The Planning Agreement requires the Developer to secure its obligations by way of bank guarantee or corporate guarantee from Multiplex Limited.

Assessment of the Merits of the Planning Agreement

The Planning Purpose of the Planning Agreement

In accordance with Section 93F(2) of the Act, the Planning Agreement has the following public purposes:

- the provision of (or the recoupment of the cost of providing) public amenities or public services;
- the provision of (or the recoupment of the cost of providing) transport or other infrastructure relating to land; and
- the funding of recurrent expenditure relating to the Town Square and Pedestrian Connection.

The Council and Developer have assessed the Planning Agreement and both hold the view that the provisions of the Planning Agreement provide a reasonable means of achieving those public purposes.

How the Planning Agreement Promotes the Public Interest

The Planning Agreement promotes the public interest by providing certainty on the provision of :

- a town square that can be used for community and cultural events whilst also significantly embellishing the core of the town centre area;
- a pedestrian connection between Howard and Oaks avenue and bus setback area on Pittwater road; and
- a monetary contribution towards the construction of the proposed new road.

How the Planning Agreement Promotes the objects of the Act

The Planning Agreement promotes the following objects of the Act:

- the promotion and co-ordination of the orderly and economic use and development of land; and
- the provision and co-ordination of community facilities and access.

The Planning Agreement promotes the objects of the Act set out above by requiring the Developer to provide the contribution amounts and contribution works referred to in this explanatory note under the heading "*Summary of Objectives, Nature and Effect of the Planning Agreement*" for the following purposes:

- the provision of a Town Square;
- the provision of a Pedestrian Connection;
- the provision of a Bus Set Back area on Pittwater Road; and
- the provision of road improvements.

Each of these purposes represents an important public benefit, and the Developer's offer to make contributions for these purposes will provide an important positive benefit to the public who use land to which these purposes relate.

How the Planning Agreement Promotes the Council's Charter under Section 8 of the Local Government Act

The Planning Agreement promotes the Council's Charter under section 8 of the *Local Government Act 1993* by advancing the following aspects of the Council's Charter through the development contributions that would be secured under the Planning Agreement

- to have regard to the long term and cumulative effects of its decisions
- to properly manage, develop, protect, restore, enhance and conserve the environment of the area for which it is responsible, in a manner that is consistent with and promotes the principles of ecologically sustainable development
- to ensure that, in the exercise of its regulatory functions, it acts consistently and without bias.

How the Planning Agreement Conforms with the Council's Capital Works Program

The development contributions addressed in the Planning Agreement are not contained within the Council's Capital Works Program.

Exhibit A - Site Plan

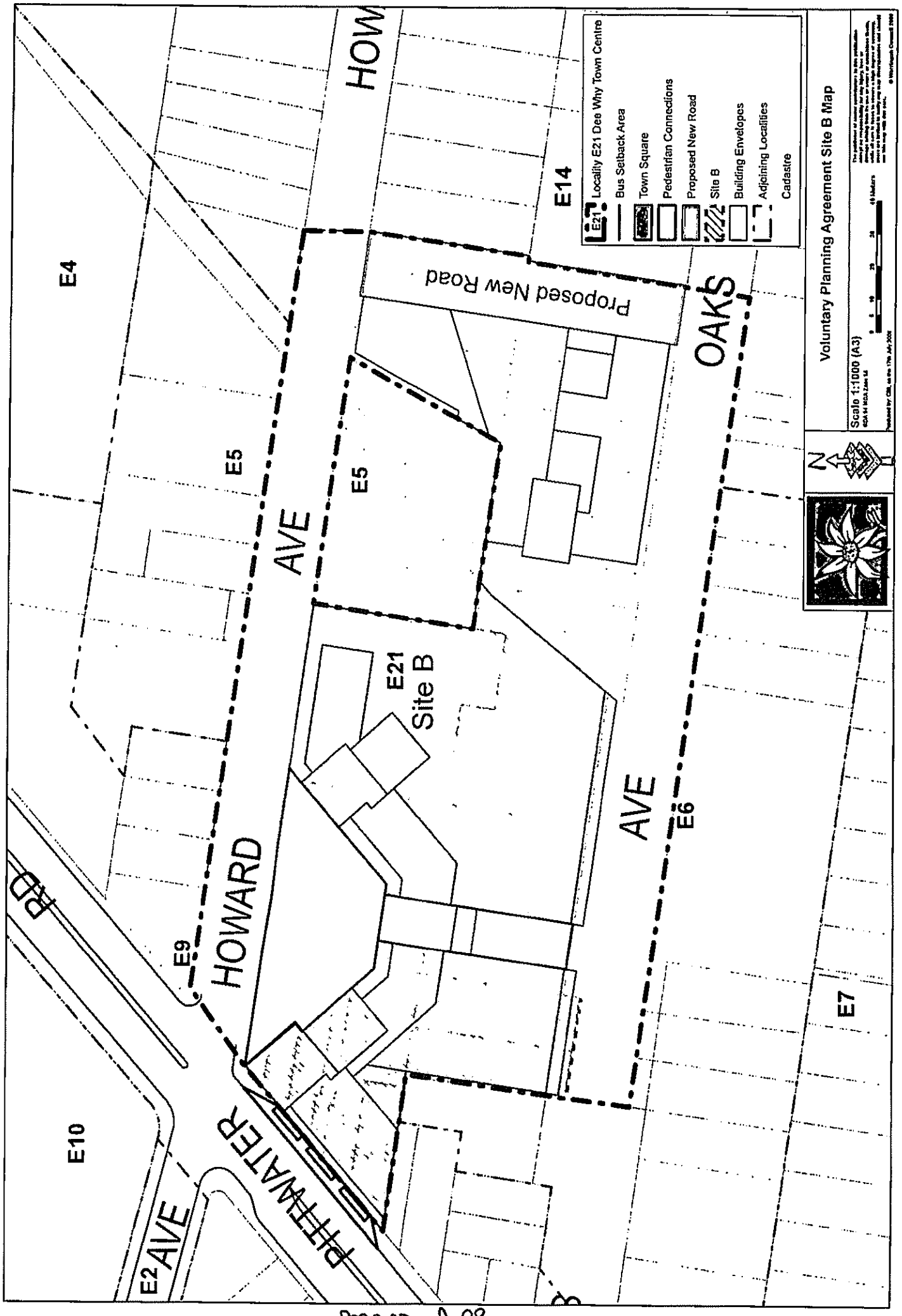

Voluntary Planning Agreement Site B Map
Scale 1:1000 (A3)
Locality E21 Dee Why Town Centre
Bus Setback Area
Town Square
Pedestrian Connections
Proposed New Road
Site B
Building Envelopes
Adjoining Localities
Cadastre
Proposed New Road
E21
Site B
E4
E5
E5
E14
E9
E6
E7
E10
E2
HOWARD AVE
OAKS AVE
PITTWATER RD

Exhibit B - Draft LEP

New South Wales

PARLIAMENTARY COUNSEL

Opinion

Environmental Planning and Assessment Act 1979
Proposed Warringah Local Environmental Plan 2000 (Amendment No 21)

Your ref: SRE0000195/S69
Our ref: RRH e2006-037

In my opinion the attached draft local environmental plan may legally be made.

D Colagiuri, per RH

(D COLAGIURI)
Parliamentary Counsel

7 JUL 2008

Director, Legal Services Branch
Department of Planning

) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

New South Wales

Warringah Local Environmental Plan 2000 (Amendment No 21)

under the

Environmental Planning and Assessment Act 1979

I, the Minister for Planning, make the following local environmental plan under the *Environmental Planning and Assessment Act 1979*. (SRE0000195/S69)

Minister for Planning

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Warringah Local Environmental Plan 2000 (Amendment No 21)

under the

Environmental Planning and Assessment Act 1979

1 Name of plan

This plan is *Warringah Local Environmental Plan 2000 (Amendment No 21)*.

2 Aims of plan

The aims of this plan are as follows:

(a) to adjust the boundaries of the localities of E5 Howard Avenue, E6 Oaks Avenue and E9 Pittwater Road under *Warringah Local Environmental Plan 2000* (***the Principal plan***) and form a new locality (E21 Dee Why Town Centre) that better reflects the function and desired future character of the Dee Why Town Centre,

(b) to make provision for the following matters (among others) in relation to development in Locality E21 Dee Why Town Centre:

(i) land use categories,

(ii) allotment amalgamation, as a means of achieving a coordinated outcome and the objectives of the plan articulated in the Desired Future Character Statement for the locality,

(iii) building form (including the calculation of building heights and determination of storeys),

(iv) open space requirements,

(c) to remove the open space zoning of a Council car park site (being Lot 17, Section 16, DP 8172, Lot 18, Section 16, DP 8172, Lot 19, Section 16, DP 8172, Lot 2, DP 526306, Lot 43, DP 341020, Lot 44, Section 16, DP 8172, Lot 45, Section 16, DP 8172 and Lot 46, Section 16, DP 8172).

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3 Land to which plan applies

This plan applies to the land shown edged heavy black on the map marked "Warringah Local Environmental Plan 2000 (Amendment No 21)—E21 Locality Map" deposited in the office of the Council of Warringah.

4 Amendment of Warringah Local Environmental Plan 2000

Warringah Local Environmental Plan 2000 is amended as set out in Schedule 1.

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Schedule 1 Amendments

(Clause 4)

[1] Clause 20 Can development be approved if it does not comply with a development standard?

Insert after clause 20 (3):

(4) This clause does not apply in relation to a development standard relating to maximum building height established by the Building Heights Map within the Dee Why Town Centre Locality Statement (E21).

[2] Dictionary

Insert in appropriate order in the definition of *the map*:

Warringah Local Environmental Plan 2000 (Amendment No 21)—E21 Locality Map

[3] Appendix E Dee Why Locality Statements

Insert after the matter relating to Locality E20:

LOCALITY E21DEE WHY TOWN CENTRE

DEFINITIONS

For the purposes of the provisions of this Appendix relating to the Dee Why Town Centre locality:

Above Podium Elements Map means the map marked "Map E21 Above Podium Elements" as in force at the date that *Warringah Local Environmental Plan 2000 (Amendment No 21)* took effect.

existing ground level, in relation to land, means the level of the land at the date that *Warringah Local Environmental Plan 2000 (Amendment No 21* took effect.

Building Heights Map means the map marked "Map E21 Building Heights" as in force at the date that *Warringah Local Environmental Plan 2000 (Amendment No 21)* took effect.

proposed new road means the proposed road to be located on the east side of Site A as shown on the Building Heights Map.

Site Map means the map marked "Map E21 Site Map" as in force at the date that *Warringah Local Environmental Plan 2000 (Amendment No 21)* took effect.

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Town Square, Pedestrian Connections and Public Open Space Map means the map marked "E21 Map Town Square, Pedestrian Connections and Public Open Space" as in force at the date that *Warringah Local Environmental Plan 2000 (Amendment No 21)* took effect.

Triangle Park means the proposed park to be located fronting Oaks Avenue between Site A and Site B, as shown on the Town Square, Pedestrian Connections and Public Open Space Map.

Site A means the land shown distinctively edged and designated as "Site A" on the Site Map.

Site B means the land shown distinctively edged and designated as "Site B" on the Site Map.

DESIRED FUTURE CHARACTER

Introduction

The Dee Why Town Centre locality will be an attractive living centre that sustains the social, economic and environmental needs of its community and visitors, characterised by high quality housing that is balanced with an appropriate mix of shopping, business, cultural and recreational facilities consistent with its role as a major centre (as referred to in the *North East Subregion—Draft Subregional Strategy* published by the Department of Planning in July 2007).

The locality is recognised as a distinctive civic and commercial hub in the Northern Beaches as well as being a destination for the wider community for the purposes of civic activities, recreation, business, employment and shopping.

The locality will continue to grow as one of the region's most significant and vibrant service centres serving the social, economic and recreational needs of the local community and the region.

Minimum lot sizes and site amalgamation

Site amalgamation to achieve minimum lot sizes is a prerequisite to undertaking the redevelopment of the Dee Why Town Centre locality and will be the catalyst for the locality's renewal.

Building form

The Dee Why Town Centre locality will be characterised by a unified and consistent building form and provide for a diversity of uses (retail, commercial, community, recreational, residential and car parking).

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Buildings will be of the highest design quality, and use attractive, durable materials and finishes. The development will achieve architectural and urban design excellence and be environmentally sustainable through measures such as passive solar design, water harvesting or reuse (or both) and use of renewable materials.

The street edges will be lined with a bustling mix of retail shops, cafes and restaurants. To achieve this positive reinforcement of the street edge and a good human to built form scale, a 3 storey podium to street wall will define the street edge of the proposed new road adjoining Site A, while a 4 storey podium to street wall will define the Oaks Avenue frontage to Site A and surrounding street edge of Site B. Building setbacks and heights will be designed to ensure adequate levels of natural sunlight and to ensure a high level of amenity to occupiers of the buildings as well as the adjacent public domain and surrounding developments. Upper levels should not overhang ground level with the exception of balconies and other minor extrusions of building elements which are encouraged to pronounce articulation and modification of building facades.

Ground floor levels of development will be highly active and accessible to the street and create a lively and active ambience. Ground floor retail development is to be at grade with the footpaths and provide opportunities for a generous promenade and distinctive street tree planting to provide shade and shelter.

The pattern of development will reflect the underlying urban form in Dee Why with predominantly east-west orientated buildings and high levels of visual and physical permeability. The streets will be legible and lead to well designed and publicly accessible open spaces. Taller buildings will be distributed across the town centre from west to east to establish a coordinated, modulated and varied skyline to protect the scenic qualities of Dee Why, its views and vistas and to maintain adequate sunlight access within Dee Why.

Streetscape

The Howard Avenue street frontage of Site B will be tree lined with distinctive coastal indigenous species that provide landscape elements while not obscuring the views into and out of the town square from Pittwater Road or Howard Avenue.

Tower buildings

Two iconic, slimline towers will be provided in the western part of the locality (Site B), with one smaller tower provided in the eastern part of the locality (Site A). The towers will largely provide for a transition in building height from west (Pittwater Road) to east (proposed new road) and respond to the surrounding natural escarpment. The Building Heights Map prescribes the maximum building heights for the locality.

The towers will be spatially separated to provide well designed, generous, usable public spaces and provide good sunlight penetration to the southern

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side of Oaks Avenue, the Town Square and the proposed Triangle Park fronting Oaks Avenue situated in between Site A and Site B. This will ensure the Town Centre and park are provided with a high level of amenity for the public throughout the entire year.

Mid-rise elements on Site B facing Oaks Avenue are to reflect the simple clarity displayed by the tower and podium elements and floor area limits stipulated are not to be considered as entitlements, but if achieved, are subject to conformity with other controls and the achievement of satisfactory urban design quality.

Retail and commercial uses

Dee Why must provide additional employment opportunities and commercial space for businesses, consistent with its role as a major centre (as referred to in the metropolitan strategy known as *City of cities—A plan for Sydney's future* published by the Department of Planning in December 2005). The Dee Why Town Centre locality will facilitate its commercial focus and functions by providing at least 2 levels (excluding the ground floor) of development for non-residential purposes contributing to the locality's service functions, as well as providing for enhanced employment opportunities.

Shops and cafes with active frontages will give a sense of liveliness, vitality and safety within the locality. Double storey height colonnades adjoining the proposed Town Square will provide strategic links to improve the efficiency of the locality and an enhanced retail environment for businesses and patrons alike. On the edges of streets and public spaces, buildings will be provided with continuous colonnades or pedestrian awnings.

Design and management solutions will be provided that will provide for an appropriate mix and diversity of retail uses that will encourage and facilitate the diversity of the shopping experience.

Signage associated with new developments will be high quality, innovative, co-ordinated and minimised to avoid visual clutter and will complement the overall urban design, streetscape and architectural quality and amenity of the centre for its patrons whilst also achieving a balanced and reasonable level of exposure for businesses.

Residential amenity

Exemplary and innovative treatments will be applied to the configuration and design of communal access and recreational areas within residential elements that will promote a socially effective urban village.

Mobility, traffic management and parking

Improved vehicle access and circulation in the Dee Why Town Centre locality will be achieved by good design and management of traffic flows within the existing and proposed new roads servicing the locality.

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There will be a new north-south street, between Howard and Oaks Avenue, along the eastern side of the Council site adjacent to St. Kevin's Church (specifically involving Lot 2, DP 526306 and Lot 19, DP 8172).

Traffic will circulate in a one way anti-clockwise direction around the locality via Oaks Avenue, the proposed new road and Howard Avenue.

Improved vehicle access and circulation within the locality is a prerequisite to redevelopment. Development will reinforce the prioritisation of pedestrian movements and networks and make the locality a safer, enjoyable and attractive town centre for the public and existing and future residents.

Car parking, principally underground, will be provided to accommodate the demand of the additional residential, retail and commercial uses. On Site B, only one level of above ground car parking is allowed. This car parking will be located on Level 2. Appropriate architectural screening of the car park level will occur and is to be visually integrated and coordinated with the design of building facades of the remainder of the development to ensure that vehicles will be screened completely from surrounding vantage points and to protect the streetscape and urban design quality of the development. Where car parking adjoins a street frontage, the amenity of the adjoining and nearby uses are to be protected. Loading facilities and waste collection facilities will be accommodated using intelligent, innovative design and in a manner that does not adversely impact on the visual amenity of the public domain or conflict with pedestrian access or the amenity of adjoining and nearby residential properties.

Minimal disruption to retail and commercial activity at street level will occur by minimising the width of the footpath crossings and vehicle entrances, by ensuring that loading facilities are substantially enclosed by occupied floor space and by high standards of civic design applied to portions of loading dock and car park entrances that would be visible from the street.

Town square and open space

A Town Square will be the heart of the community. It will contain attractive, useable open spaces interlinked by a secure network of pedestrian connections.

The proposed Town Square will address Howard Avenue in accordance with the Town Square, Pedestrian Connections, and Public Open Space Map. It will be a flexible, multi-use space that will be suitable for markets, entertainment and community events and as a meeting place for the general public. Colonnades will surround the perimeter of the Town Square providing all weather access to the ground floor retail outlets. These retail uses will provide opportunities for alfresco dining, casual seating and recreation. Residential accommodation situated above will provide casual surveillance of the Town Square and bring life and vitality to the Town Square throughout the day. An appropriate canopy of indigenous tree species will also be provided throughout the Town Square to enhance its amenity.

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North-south pedestrian connection

A north-south pedestrian connection will link the proposed Town Square with Oaks Avenue and will provide a strong physical and visual connection between Howard Avenue and Oaks Avenue ensuring a high level of permeability of the locality. A north-south pedestrian connection leading from the proposed Town Square to Oaks Avenue will introduce a generous pedestrian and retail precinct. The pedestrian connection will be defined by retail development, with double storey colonnades providing access on a 24 hour, 7 days a week basis, and be designed to ensure all weather access to ground level retail, food and beverage outlets. The pedestrian connection will have a clear width of not less than 14 metres to ensure high levels of sunlight access and provide view lines through the development in accordance with the Town Square, Pedestrian Connections and Public Open Space Map.

Hydrology

Future development of the locality is to be designed to take account of, and be compatible with, the hydrological conditions associated with the Dee Why Lagoon South Catchment.

Stormwater management

Future development is to be designed and located to take into account stormwater management issues and is to incorporate water sensitive urban design and ecologically sustainable development principles. Innovative design solutions are essential and must be consistent with contemporary best design practices. They are to minimise stormwater impacts (including stormwater quantity and quality impacts on the Dee Why Lagoon system).

Finished floor levels and basement car park entry levels are to incorporate adequate freeboards to protect against the entry of stormwater from Council's street drainage system.

LAND USE

Category One

Development for the purposes of the following:

- community facilities
- shops on the ground and first floor level within Site B
- shops on the ground floor level within Site A
- restaurants on the ground floor

Category Two

Development for the purposes of the following:

- business premises

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- child care centres
- entertainment facilities
- health consulting rooms (not on ground floor level)
- hotels
- housing on the second floor level and above
- medical centres (not on ground floor level)
- offices on the second floor level and above within Site B
- offices on the first floor level and above within Site A
- places of worship
- recreation facilities
- registered clubs
- shops
- short-term accommodation
- other buildings, works, places or land uses that are not prohibited or in Category 1 or 3

Category Three

Development for the purposes of the following:

- agriculture
- animal boarding or training establishment
- bulky goods shops
- further education
- hire establishments
- housing on the ground floor level and first floor level
- industries
- motor showrooms
- offices on the ground and first floor level within Site B
- offices on the ground floor level within Site A
- primary schools
- retail plant nurseries
- service stations
- vehicle repair stations
- veterinary hospitals
- warehouses

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PROHIBITED DEVELOPMENT

Development for the purpose of the following is prohibited within this locality:

- brothels
- canal estate development
- extractive industries
- heliports
- potentially hazardous industries
- potentially offensive industries
- vehicle body repair workshops

MINIMUM LOT SIZE

Objectives

The objectives of requiring minimum lot sizes in the locality are as follows:

(a) to ensure future development achieves the objectives of the Desired Future Character Statement for the Dee Why Town Centre locality,

(b) to ensure the delivery of a town square and other public open space in the locality,

(c) to improve pedestrian safety and amenity by reducing the number of vehicle entry points into the locality from Oaks Avenue, Pittwater Road and Howard Avenue,

(d) to improve pedestrian safety and amenity through improved coordination of access for service delivery vehicles,

(e) to provide basement car parking and, in doing so, improved pedestrian access between car parking areas and the locality,

(f) to ensure the delivery of a network of pedestrian arcades and linkages through the locality.

Control

Development on an allotment of land within Site A is to be carried out only if the consent authority is satisfied that the allotment has an area of not less than 7,800 m^2.

Development on an allotment of land within Site B is to be carried out only if the consent authority is satisfied that the allotment has an area of not less than 14,500 m^2.

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Exceptions for land on which there are existing buildings

The above control does not apply:

(a) to development that, in the opinion of the consent authority, is carried out for the purposes of building maintenance to ensure the structural integrity of the building concerned, or the health or safety of users of the building, or

(b) to development for the purposes of changing the use of a building that:

(i) does not involve any additions representing an increase of more than 10% of the existing gross floor area of the building, and

(ii) does not involve any structural change to the building that, in the opinion of the consent authority, is significant or affects more than 10% of the existing gross floor area of the building, and

(iii) does not involve the addition of any signage structures.

BUILT FORM

BUILDING HEIGHT

Note. The building height controls establish a vertical limit to which a future building may be constructed. The height limits are a maximum height and not an expression of uniform height over the entire site.

The building height control is not to be read in isolation. A suite of development controls apply to land within the locality that must be considered concurrently to assist in determining the manner, form and configuration of future development.

Objectives

The objectives of the building height controls for the locality are as follows:

(a) to ensure that future development responds to the desired scale and character of the locality (referred to in the Desired Future Character Statement for this locality),

(b) to ensure that future development responds to the surrounding escarpment and that building heights do not dominate the surrounding topography,

(c) to limit overshadowing to the front set back areas on the southern side of Oaks Avenue opposite Site A during mid-winter (22 June),

(d) to limit overshadowing to the footpath on the southern side of Oaks Avenue opposite Site B during mid-winter (22 June),

(e) to limit overshadowing to the Triangle Park facing Oaks Avenue between Site A and Site B during mid-winter (22 June),

(f) to limit overshadowing to the Town Square during mid-winter (22 June).

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Controls

Buildings on any land in the locality are to be no more than the maximum height (in metres AHD) shown for the land on the Building Heights Map.

Despite the building envelopes established by the Building Heights Map, a building envelope boundary of the following proposed towers may be varied by up to 2 metres in a horizontal direction, but only if the floor area of any storey of the tower after such a variation does not exceed the floor area of any such storey had the variation not occurred:

(a) the proposed tower shown on that map as having a maximum height of 52.5 metres AHD (Site A),

(b) the proposed tower shown on that map as having a maximum height of 75 metres AHD (Site B),

(c) the proposed tower shown on that map as having a maximum height of 78 metres AHD (Site B).

No less than 2 hours of sunlight must be provided between 10am and 2pm to the front setback areas on the Southern side of Oaks Avenue opposite Site A in midwinter (June 22).

No less than 2 hours of sunlight must be provided between 10am and 2pm to the public footpath on the Southern side of Oaks Avenue opposite Site B at a distance of 6 metres from the property boundary in midwinter (June 22).

No less than 50 percent of the Triangle Park facing Oaks Avenue and located between Site A and Site B is to receive sunlight between 10am to 2pm in midwinter (June 22).

No less than 4 hours of sunlight must be provided midwinter (June 22) to the proposed Town Square.

Only temporary structures may be erected on the land indicated as Pedestrian Connections on the Town Square, Pedestrian Connections and Public Open Space Map.

In these controls, ***height***, in relation to a building, means the distance, measured vertically between the top most point of the building and the existing ground level below.

OAKS AVENUE ABOVE PODIUM PROVISIONS

Site A

Application: The following provisions apply to buildings on the Site A Oaks Avenue above podium element as shown on the Above Podium Elements Map.

The following provisions apply despite the maximum building height control set out above and in the Building Heights Map.

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Objectives

The objectives of the above podium provisions for the Site A Oaks Avenue above podium element are as follows:

(a) to allow buildings fronting Oaks Avenue on the Site A Oaks Avenue above podium element to have components above 28.5 metres AHD level permitted by the building height control and the Building Heights Map (***the podium level***),

(b) to control building bulk above the podium level on the Site A Oaks Avenue above podium element,

(c) to limit the depth of buildings and control the gross floor area above the podium level of 28.5 metres AHD on the Site A Oaks Avenue above podium element,

(d) to limit overshadowing to the front setback areas on the southern side of Oaks Avenue opposite Site A in midwinter (June 22),

(e) to limit overshadowing to the Triangle Park facing Oaks Avenue between Site A and Site B in midwinter (June 22),

(f) to allow design flexibility.

Controls

Despite the maximum building height control and the Building Heights Map, a building may be erected on the Site A Oaks Avenue above podium element that has a component above 28.5 metres AHD, but only if:

(a) **Gross floor area**

the total gross floor area of the components of the buildings above the podium level does not exceed 2,000m^2, and

(b) **Separation in building wall**

a minimum of 20 per cent of the east-west length of Site A above the podium level comprises physical breaks or separation between buildings, and

(c) **Rear building alignment**

any component of the building above the podium level does not extend north beyond the Site A Oaks Avenue rear building alignment line as shown on the Above Podium Elements Map (being the line 32 metres from the Oaks Avenue front building line (which is 2.275 metres from the Oaks Avenue Site A boundary)), and

(d) **Building plane**

the building is sited or located under a plane that projects at an angle of 29 degrees from the height of 28.5 metres AHD above the Oaks Avenue front building line as shown on the Above Podium Elements Map (which is 2.275 metres from the Oaks Avenue Site A boundary), and

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(c) **Shadowing–Oaks Avenue south side**

no less than 2 hours of sunlight is provided between 10am and 2pm to the front setback areas on the southern side of Oaks Avenue opposite Site A in midwinter (June 22), and

(f) **Shadowing–Oaks Avenue Triangle Park**

no less than 50 per cent of the Triangle Park facing Oaks Avenue and located between Site A and Site B receives sunlight between 10am to 2pm in midwinter (June 22).

Site B

Application: The following provisions apply to buildings on the Site B Oaks Avenue above podium element as shown on the Above Podium Elements Map.

The following provisions apply despite the maximum building height control set out above and in the Building Heights Map.

Objectives

The objectives of the above podium provisions for the Site B Oaks Avenue above podium element are as follows:

(a) to allow buildings on the Site B Oaks Avenue above podium element to have components above 31 metres AHD level permitted by the building height control and the Building Heights Map (***the podium level***),

(b) to control building bulk above the podium level on the Site B Oaks Avenue above podium element,

(c) to limit the depth of buildings and control the gross floor area above 31 metres AHD,

(d) to ensure that there is an adequate separation between the above podium buildings envelopes set out in the Building Heights Map for the towers and surrounding podium of the Howard Avenue side of the site and the buildings south of the Site B rear building alignment,

(e) to limit the overshadowing of the footpath on the southern side of Oaks Avenue opposite Site B,

(f) to limit the overshadowing to the Triangle Park facing Oaks Avenue between Site A and Site B,

(g) to allow design flexibility.

Control

Despite the maximum building height control and the Building Heights Map, a building may be erected on the Site B Oaks Avenue above podium element that has a component above 31 metres AHD, but only if:

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(a) **Gross floor area**

the total gross floor area of the components of the buildings on the Site B Oaks Avenue above the podium level does not exceed 3,800m^2, and

(b) **Separation in building wall**

a minimum of 20 per cent of the east-west length of Site B above the podium level comprises physical breaks or separation between buildings, and

(c) **Rear building alignment**

any component of the building above the podium level does not extend north beyond the Site B rear building alignment line shown on the Above Podium Elements Map (being the line 27.5 metres from the Oaks Avenue front building line), and

(d) **Shadowing–Oaks Avenue south side**

no less than 2 hours of sunlight is provided between 10am and 2pm to the public footpath on the southern side of Oaks Avenue opposite Site B at a distance of 6 metres from the property boundary in midwinter (June 22), and

(e) **Shadowing–Oaks Avenue Triangle Park**

no less than 50 per cent of the Triangle Park facing Oaks Avenue and located between Site A and Site B receives sunlight between 10am to 2pm in midwinter (June 22).

PROPOSED NEW ROAD ABOVE PODIUM PROVISIONS

Application: The following provisions apply to buildings on the Site A Proposed New Road above podium element as shown on the Above Podium Elements Map.

The following provisions apply despite the maximum building height control set out above and in the Building Heights Map.

Objectives

The objectives of the above podium provisions for the Site A Proposed New Road above podium element are as follows:

(a) to allow buildings on the Site A Proposed New Road above podium element to have components above 25 metres AHD level permitted by the building height control and the Building Heights Map (***the podium level***),

(b) to control building bulk above the podium level on the Site A Proposed New Road above podium element,

(c) to limit the depth of buildings and control the gross floor area above the podium level of 25 metres AHD,

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) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

(d) to allow design flexibility.

Controls

Despite the maximum building height control and the Building Heights Map, a building may be erected on the Site A Proposed New Road above podium element that has a component above 25 metres AHD, but only if:

(a) **Gross floor area**

the total gross floor area of the components of the buildings on the Site A Proposed New Road above podium element above the podium level does not exceed 1,000m^2, and

(b) **Rear building alignment**

any component of the building above the podium level does not extend west beyond the proposed new road rear building alignment line as shown on the Above Podium Elements Map (being the line 19.5 metres from the proposed new road front building line), and

(c) **Building plane**

the building is sited or located under a plane that projects at an angle of 45 degrees from the height of 25 metres AHD above the proposed new road front building line toward the rear building alignment (as shown on the Above Podium Elements Map), and

(d) **Maximum height**

the height of the building does not exceed 43.5 metres AHD.

ALLOWANCE FOR EXTERNAL ANCILLARY PLANT AND ROOF ACCESS

Objectives

The objectives of the controls relating to external ancillary plant and roof access are as follows:

(a) to ensure that the height, scale and number of permanent or temporary eternal ancillary structures located on roofs of buildings do not add to the perceived height of buildings or detract from the roof form of buildings,

(b) to ensure that roof forms are attractive when viewed from surrounding vantage points, including when viewed, at a short distance, from the public domain and surrounding apartment buildings as well as when viewed, from a long distance, from the southern and western hill sides that enjoy northerly and easterly aspects, respectively, over Dee Why,

(c) to promote low-scale vegetative landscaping of podium roofs of buildings and the use of podium roof spaces as areas for passive recreation for residents of the buildings concerned.

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Controls

The height of any external ancillary plant or access point is to be minimised and should not exceed 3.0 metres. The access point is to be suitably integrated with either landscaping or architectural elements of the roof design. The total area of such plant and access points must not exceed 10% of the roof area.

Any balustrade or similar safety restraint (except a building parapet) is to be set in from the roof edge a minimum distance of 3 metres.

Any external ancillary plant or access point is to be integrated with the architectural design of the building.

Any external ancillary plant or access point is to be centrally located within the roof area to minimise or completely avoid being visible from the public domain in close proximity to the building.

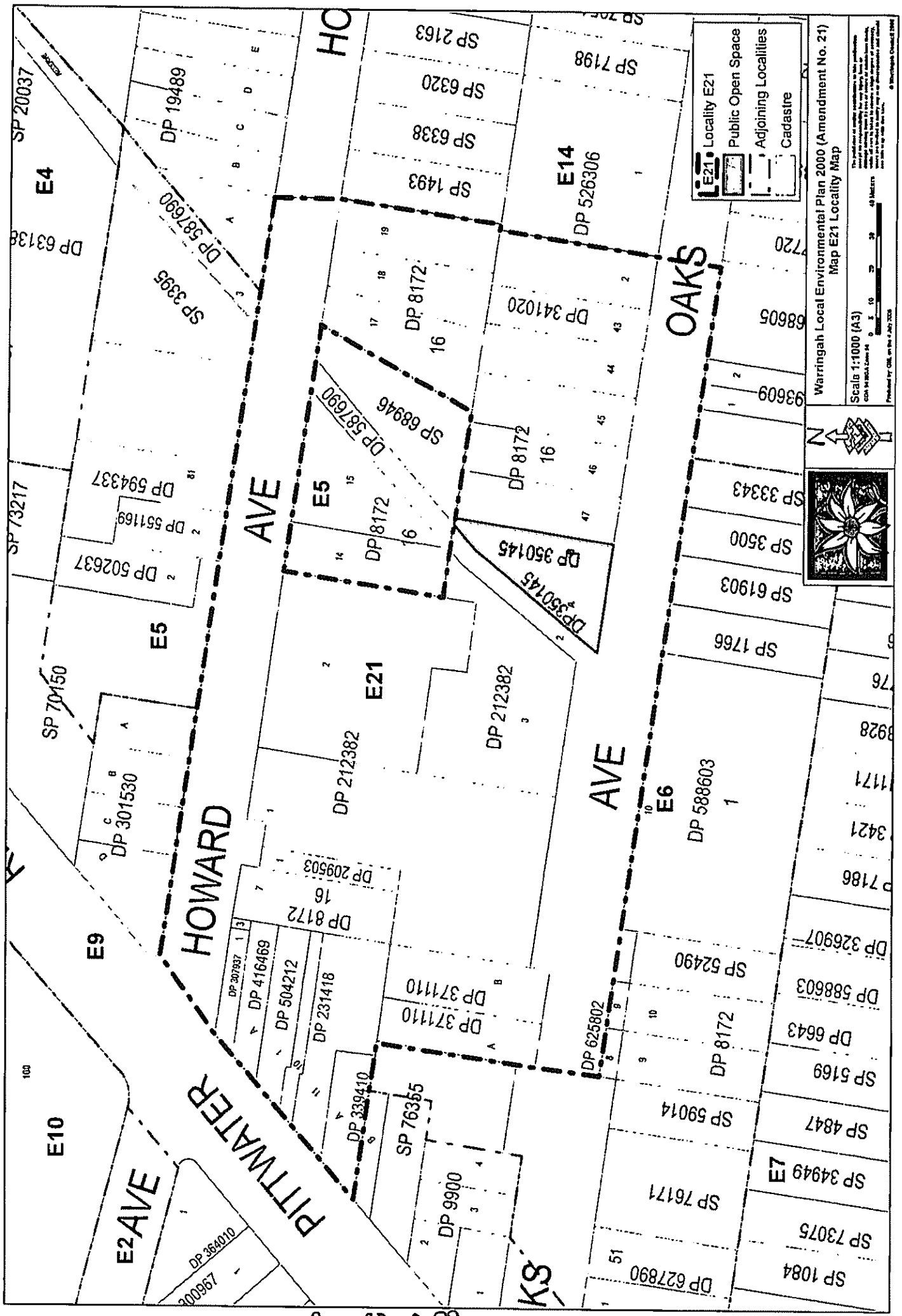
No external ancillary plant is to be located on the roof of the tall tower located on Site A or the two slimline towers on Site B.

COMPLYING DEVELOPMENT

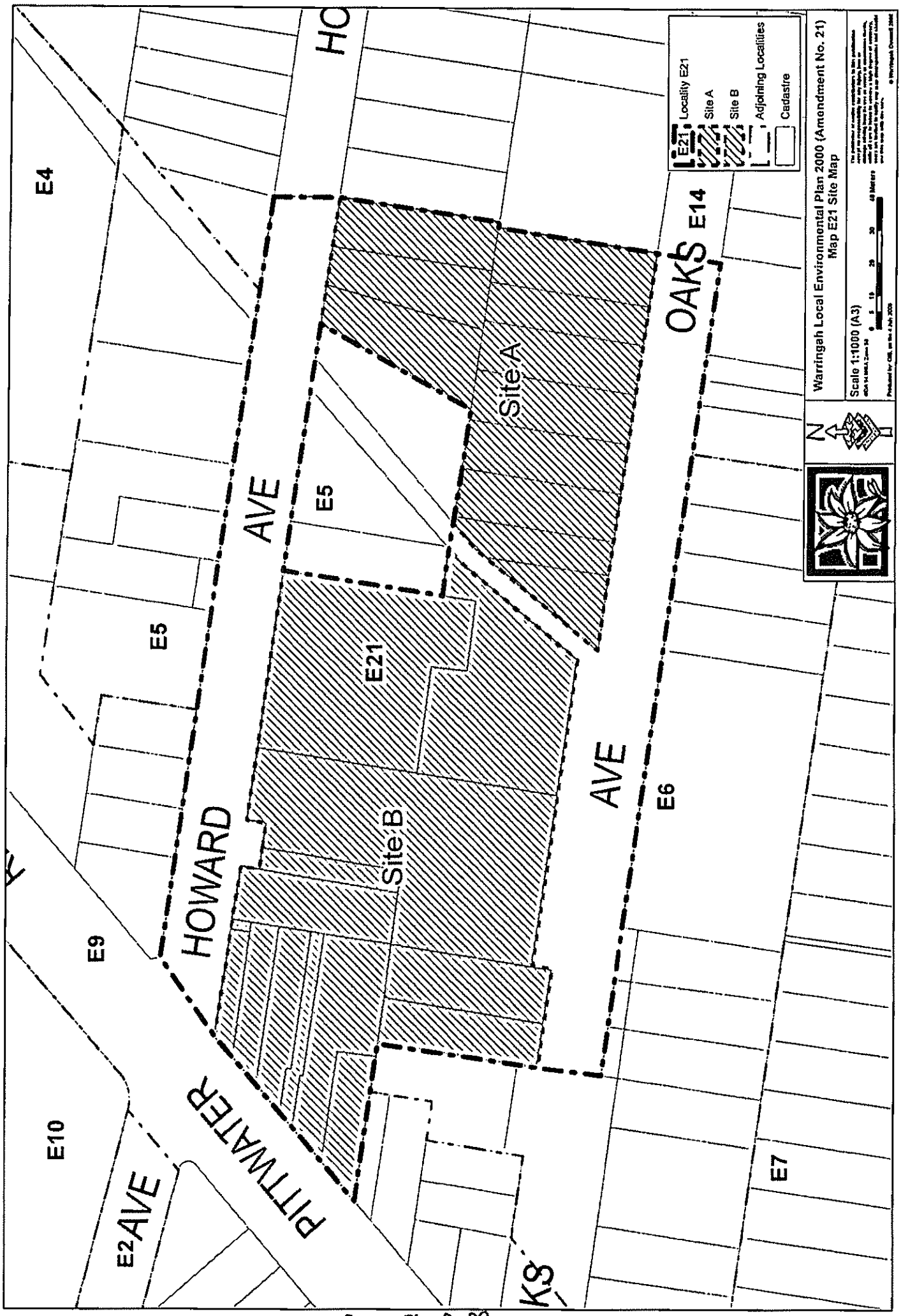
The following Table shows the development that is complying development in the Dee Why Town Centre locality. Column A describes the development and Column B shows the requirements that the development must comply with to be complying development.

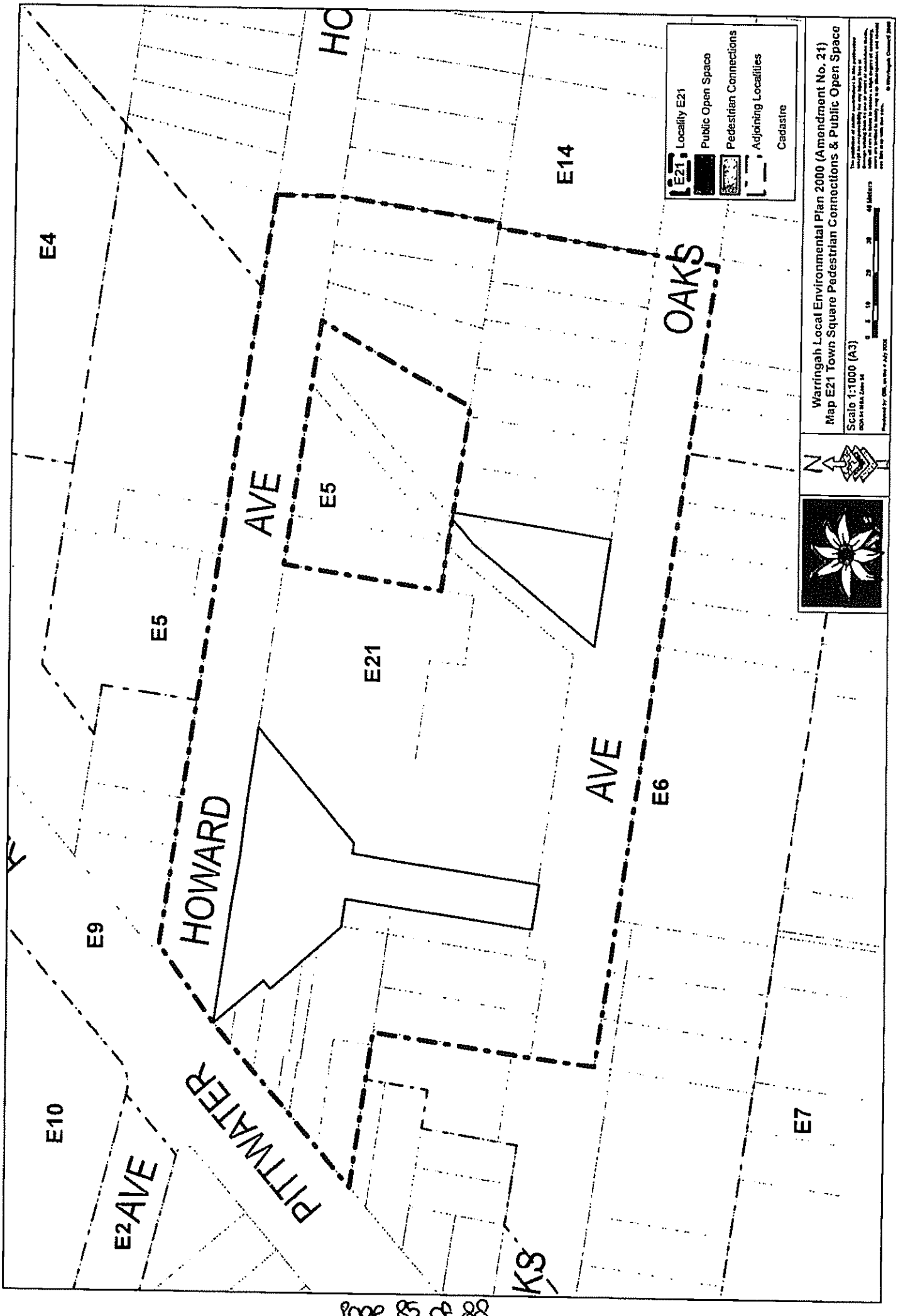
Column A	Column B
Development for the purpose of:	
Attached houses or apartment buildings, being: • internal alterations (excluding balcony enclosures and other devices that are externally visible), • the erection of any garages associated with any such houses or buildings, • the erection of any outbuildings associated with any such houses or buildings.	As described in Schedule 12—Part A
Businesses, offices or shops, being: • a different use resulting from a change of use from one type of business, office or shop to another type of business, office or shop, • internal alterations to business premises, offices or shops.	As described in Schedule 12—Part D

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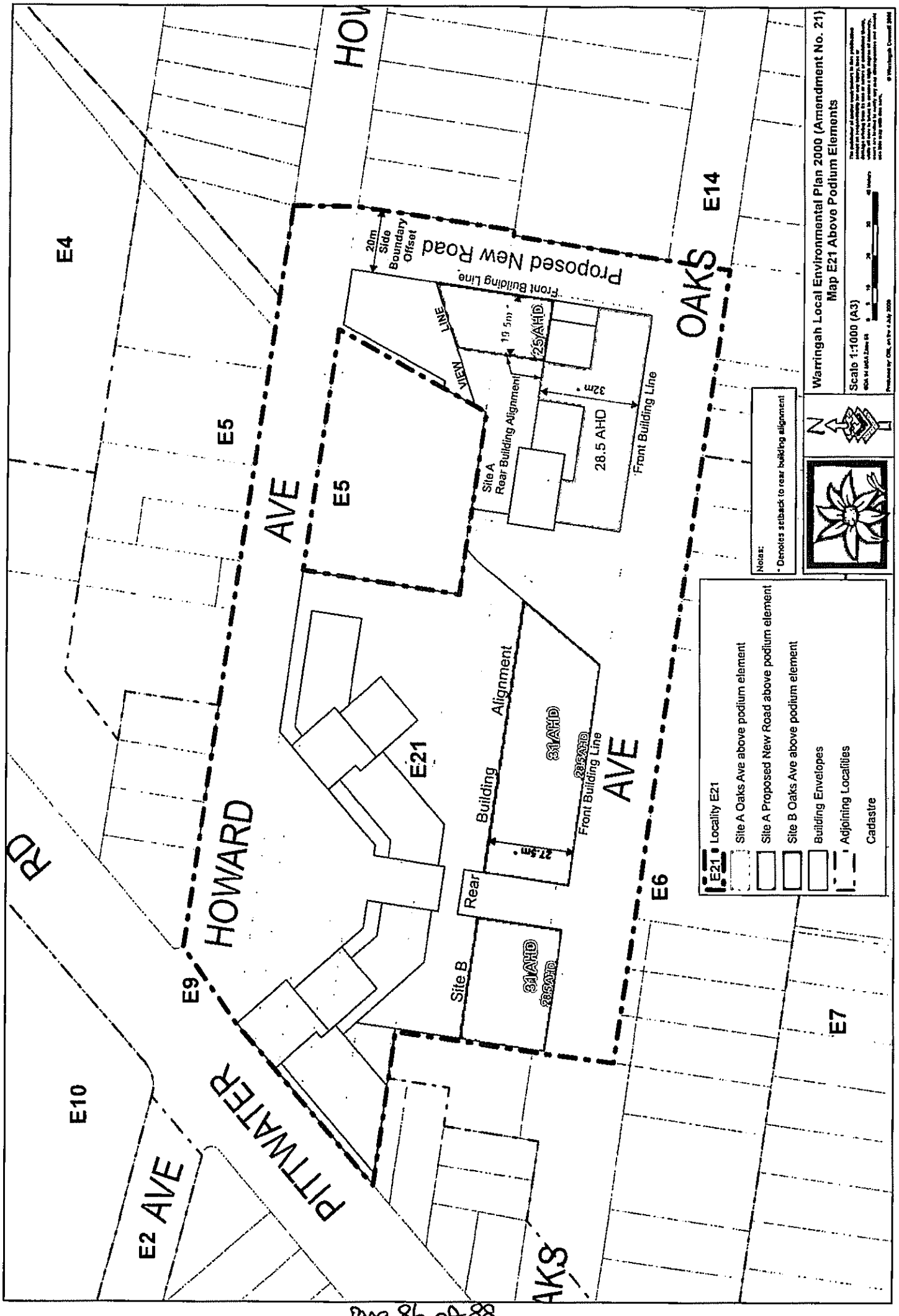

Warringah Local Environmental Plan 2000 (Amendment No. 21)
Map E21 Locality Map
Scale 1:1000 (A3)
Locality E21
Public Open Space
Adjoining Localities
Cadastre
HOWARD AVE
PITTWATER AVE
OAKS AVE
E21
E5
E4
E9
E10
E2
E6
E7
E14
DP 212382
DP 8172
DP 526306
DP 588603
DP 301530
DP 502637
DP 594337
DP 587690
DP 350145
DP 68946
DP 341020
DP 19489
DP 307937
DP 416469
DP 504212
DP 231418
DP 209503
DP 371110
DP 625802
DP 339410
DP 364010
DP 9900
SP 76365
SP 20037
SP 73217
SP 70150
SP 2163
SP 6320
SP 6338
SP 1493
SP 7198
SP 3395
SP 6313
SP 68605
SP 93609
SP 33343
SP 3500
SP 61903
SP 1766
SP 52490
SP 59014
SP 76171
SP 6278
SP 7307
SP 1084
SP 4847
SP 5169
DP 6643
DP 588603
DP 326907

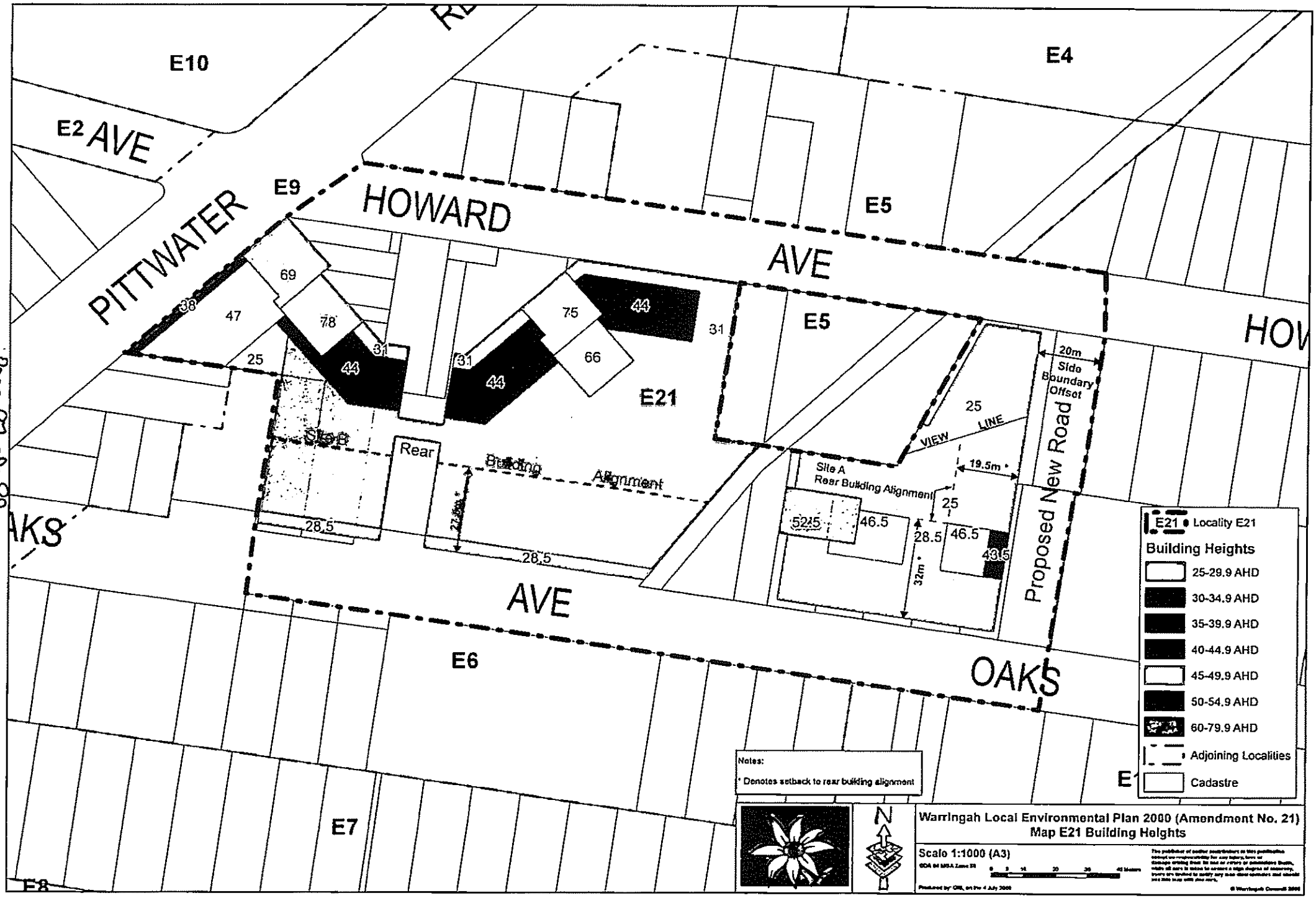
) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO




Warringah Local Environmental Plan 2000 (Amendment No. 21)
Map E21 Town Square Pedestrian Connections & Public Open Space
Scale 1:1000 (A3)
Locality E21
Public Open Space
Pedestrian Connections
Adjoining Localities
Cadastre
E21
E4
E5
E9
E10
E14
E6
E7
HOWARD AVE
PITTWATER AVE
OAKS AVE

page 85 & 88


Warringah Local Environmental Plan 2000 (Amendment No. 21)
Map E21 Above Podium Elements
Scale 1:1000 (A3)
Locality E21
Site A Oaks Ave above podium element
Site A Proposed New Road above podium element
Site B Oaks Ave above podium element
Building Envelopes
Adjoining Localities
Cadastre
Notes:
* Denotes setback to rear building alignment
Proposed New Road
20m Side Boundary Offset
Front Building Line
19.5m *
25AHD
32m *
28.5 AHD
Front Building Line
Site A
Rear Building Alignment
VIEW LINE
Building Alignment
31AHD
28.5AHD
Front Building Line
27.5m *
Rear
Site B
31AHD
28.5AHD
E4
E5
E5
E14
E21
E6
E7
E9
E10
E2
HOWARD AVE
PITTWATER RD
OAKS AVE
OAKS AVE



Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Executed as a deed

Executed by **Multiplex Dee Why Pty Limited ABN 47 112 246 072** in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of ~~Secretary~~/other Director

Signature of Director or Sole Director and Secretary

Name of ~~Secretary~~/other Director in full

JAMES McGREEVY

Name of Director or ~~Sole Director~~ and ~~Secretary~~ in full

Executed by **Warringah Council ABN 31 565 068 406** by ~~or in the presence of:~~ its Attorney pursuant to Power of Attorney Book 4511 No 36

Signature of ~~Director~~ Attorney

Signature of ~~Secretary/other Director~~ witness

RIK HART

Name of ~~Director in full~~ Attorney

Vivienne Ingram

Name of ~~Secretary/other Director in full~~ witness

125 Pittwater Road, Dee Why NSW 2099.

Executed by **Brookfield Multiplex Developments Australia Pty Limited ABN 109 219 810** in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of ~~Secretary~~/other Director

Signature of Director or Sole Director and Secretary

ROSS McDIVEN

Name of ~~Secretary~~/other Director in full

JAMES McGREEVY

Name of Director ~~or Sole Director~~ and ~~Secretary~~ in full

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

FILM WITH
AN694989

CLAYTON UTZ

Land Registry Services NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

7 September 2018

Dear Sir/Madam

Caveator's Consent to Registration of Dealings

We act for Northern Beaches Council ABN 57 284 295 198 (being the successor to Warringah Council ABN 31 565 068 406), as the Caveator under Caveat AE455138. We are instructed to consent to the registration of the following:

- Planning Agreement dated 12 December 2008;
- Deed of Amendment to Planning Agreement dated 6 April 2016; and
- Second Deed of Amendment to Planning Agreement dated 6 September 2018.

Yours faithfully

clayton utz

Nick Thomas, Partner
+61 2 9353 4751
nthomas@claytonutz.com

Wagih Doueihi, Senior Associate
+61 2 9353 4718
wdoueihi@claytonutz.com

Our ref 751/17950/80177471

sparke HELMORE LAWYERS

6 September 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Ausgrid lease of Substation No.s 77347, 77384 and 77346 from Karimbla Properties (No.41) Pty Limited
Property: Dee Why Town Centre
Registered Lease No.s: AN535636, AN535637, AN535638, AN535639 and AN535640
Our ref: HEM/AUS096-01110

We act for Ausgrid Asset Partnership, the lessee under registered Lease AK971351 and Ausgrid Operator Partnership, the sublessee under registered Lease AK971352. Details of the entities comprising those partnerships is set out in the Annexure.

We are instructed to consent to the registration of:

1 a request to lodge Planning Agreement dated 12 December 2008;

2 a request to lodge Deed of Amendment to Planning agreement dated 6 April 2016; and

3 a request to lodge a second Deed of Amendment to Planning Agreement.

If you require any additional information please contact our office.

Yours faithfully

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Annexure to Lessee Consent

Dealing AK971351

The entity which leases the network infrastructure from the ADMHC under sublease AK971351 is a partnership carried on under the name Ausgrid Asset Partnership ABN 48 622 605 040 by:

(a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;

(b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;

(c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;

(d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and

(e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4.

Dealing AK971352

The entity which leases the network infrastructure from Ausgrid Asset Partnership under sublease AK971352 is a partnership carried on under the name Ausgrid Operator Partnership ABN 48 622 605 040 by:

(a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

(b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

(c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

(d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

(e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.

Form: 11R
Release: 4·3

REQUEST

New South Wales
Real Property Act 1900

AN694990E

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 A the Register is made available to any person for search upon payment of a fee, if any.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) STAMP DUTY — If applicable. Revenue NSW use only

(B) TORRENS TITLE — F.I. 1/1241568 and 2/1241568

(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, TEL: 02 9287 2888 Reference: LW: DEE WHY AMENDMENT TO VPA 1	R

(E) APPLICANT — NORTHERN BEACHES COUNCIL ABN 57 284 295 198

(F) NATURE OF REQUEST — ~~DEED OF AMENDMENT TO~~ APPLICATION FOR REGISTRATION OF ~~A~~ PLANNING AGREEMENT PURSUANT TO SECTION 7.6 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

i, Li-Eas was an authorised to make this amendment 14.9.18

(G) TEXT OF REQUEST

THE APPLICANT REQUESTS THAT THE DEED OF AMENDMENT TO PLANNING AGREEMENT ATTACHED TO THIS REQUEST AS ANNEXURE "B" BE REGISTERED PURSUANT TO SECTION 7.6 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

DATE 6.9.2018

(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: See Annexure "A"
Signatory's capacity:

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The 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.*

Annexure A to REQUEST

Parties:

Applicant: Northern Beaches Council
Registered Proprietor: Karimbla Properties (No. 41) Pty Ltd

Dated: 6/9/2018

I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence:

Elizabeth Reeves
Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by Northern Beaches Council, by its Authorised Officer pursuant to section 377 of the Local Government Act 1993.

Signature of Authorised Officer:

Authorised Officer's name: BEN TAYLOR

Elizabeth Reeves
725 Pittwater Road
DEE WHY NSW 2099

Certified correct for the purpose of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear below
Company: Karimbla Properties (No. 41) Pty Ltd
Authority: Section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372
THE COMMON SEAL OF

Signature of Authorised Person

DAVID CREMONA
Name of Authorised Person

DIRECTOR
Office Held

Signature of Authorised Person

ROBYN McCULLY
Name of Authorised Person

SECRETARY
Office Held.

) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

Dated 6 April 2016

Karimbla Properties (No.41) Pty Ltd
ACN 160 693 372

Warringah Council
ABN 31 565 068 406

Meriton Properties Pty Ltd
ACN 000 698 626

Deed of Amendment to Planning Agreement

PARTIES:

KARIMBLA PROPERTIES (No.41) PTY LTD (ACN 160 693 372) of Level 11, 528 Kent Street, Sydney NSW 2000 (**Developer**)

and

WARRINGAH COUNCIL (ABN 31 565 068 406) of Civic Centre, 725 Pittwater Road, Dee Why NSW 2099 (**Council**)

and

MERITON PROPERTIES PTY LTD (ACN 000 698 626) of Level 11, 528 Kent Street, Sydney NSW 2000 (**Guarantor**)

INTRODUCTION:

A. The parties have agreed to amend the Planning Agreement on the terms of this Amendment Deed.

B. The purpose of the amendment is to require the Developer to:

a. dedicate relevant land in stratum to Council for road widening purposes; and

b. make a monetary contribution to Council of $300,000.00,

in place of the Developer constructing a bus bay in the area shown as Road Widening on the Dedication Plan.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Amendment Deed, unless the context clearly indicates otherwise:

Amendment Deed means this deed.

Planning Agreement means the agreement dated 12 December 2008 entitled 'Planning Agreement' between the Council, Brookfield Dee Why Pty Ltd ABN 47 112 246 072 and Brookfield Multiplex Developments Australia Pty Ltd ABN 17 109 219 810. The Planning Agreement was assigned to the Developer and Guarantor.

1.2 Interpretation

In this Amendment Deed:

(a) headings are for convenience only and do not affect interpretation; and

(b) unless the context indicates a contrary intention:

(i) a word or expression defined in the Planning Agreement has the same meaning when used in this Amendment Deed;

(ii) a reference to a clause, schedule, or annexure is a reference to a clause, schedule or annexure of the Planning Agreement;

(iii) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(iv) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(v) a reference to a document (including this Amendment Deed) is to that document as varied, novated, ratified or replaced from time to time;

(vi) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments, replacements and substitutions;

(vii) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(viii) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Amendment Deed, and a reference to this Amendment Deed includes all schedules, exhibits, attachments and annexures to it;

(ix) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(x) "includes" in any form is not a word of limitation;

(xi) a reference to "$" or "dollar" is to Australian currency;

(xii) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Amendment Deed; and

(xiii) any capitalised term used, but not defined in this Amendment Deed, will have the meaning ascribed to it under, and by virtue of, the Act.

2. AMENDMENT OF PLANNING AGREEMENT

2.1 Amendments

The parties agree that on and from the date of this Amendment Deed, the Planning Agreement is amended as follows:

(a) Clause 4.1 **Definitions** is amended as follows:

(i) by inserting the following additional definition:

*"**Amendment Deed** means the first deed of amendment entered into between Council and the Developer."*

(ii) by deleting the entire definition of ***Bus Setback***;

(iii) by deleting the entire definition of ***Bus Setback Area***";

(iv) by deleting the entire definition of ***Bus Setback Works***;

(v) by inserting the words "*Item 3B and*" before the words "*Item 4*" in the definition of ***Contribution Amount***;

(vi) by deleting the entire definition of ***Contribution Works*** and replacing with the following definition:

"***Contribution Works*** *means collectively and individually, each of the works described in Item 1, Item 2 and Item 3A in table 1 in Schedule 3.*"

(vii) by inserting the following additional definition:

"***Dedication Plan*** *means the plan showing the intent for dedicating land in stratum for the purposes of future Road Widening.*"

(viii) By inserting the following additional definition:

"***Road widening*** means the area identified as Road Widening in the Dedication Plan to be dedicated in stratum for the purpose of a future bus setback area

(b) By inserting the following new Clause 4.3 Development consent condition:

"Clause 4.3 Development consent condition

The Developer has agreed to the imposition of a condition of development consent for the Development requiring the Developer to fulfil all of the obligations under the Planning Agreement, which may be amended from time to time"

(c) Schedule 3 – 'Development Contributions Schedule' is deleted and replaced with the amended 'Schedule 3' as set out in Annexure A to this deed (and in which key changes are shown underlined);

(d) Schedule 5 – 'Development Contributions Timetable' 'Table 1' and 'Table 2' is deleted and replaced with the amended 'Schedule 5' 'Table 1' and 'Table 2' as set out in Annexure B to this deed (and in which key changes are shown underlined); and

(e) Schedule 6 – 'Release and Discharge Terms' is deleted and replaced with the amended 'Schedule 6' as set out in Annexure B to this deed (and in which with key changes shown underlined).

2.2 Confirmation

The parties each ratify and confirm their respective obligations under the Planning Agreement as varied by this Amendment Deed.

2.3 Ratification by Guarantor

The Guarantor separately confirms and ratifies each of its obligations under the guarantee and indemnity contained in Schedule 10 of the Planning Agreement including any obligations as varied by this Amendment Deed.

3. COSTS

(a) The Developer is responsible for the reasonable and justifiable legal and administrative costs and expenses incurred by the Council in relation to the preparation and exhibition of this Amendment Deed.

(b) The Developer is responsible for the registration fee for the registration of this Amendment Deed.

4. FURTHER ACTS

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Amendment Deed and all transactions incidental to it.

5. GOVERNING LAW AND JURISDICTION

This Amendment Deed is governed by the law of New South Wales. The Parties submit to the jurisdiction of the courts of that state.

6. NO FETTER

Nothing in this Amendment Deed will be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and nothing will be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

7. REPRESENTATIONS AND WARRANTIES

The Parties represent and warrant that they have power to enter into this Amendment Deed.

8. GST

8.1 Additional amounts for GST

If a party to this Amendment Deed (the "Supplier") makes a supply under or in connection with this Amendment Deed and is liable by law to pay GST on that supply, then the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.

8.2 Reimbursement

If this Amendment Deed requires a party to pay for, or reimburse any expense, loss or outgoing ("reimbursable expense") suffered or incurred by another party, the amount required to be paid, or reimbursed by the first party is the amount of the reimbursable expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the reimbursable expense.

8.3 Provision of Tax Invoices and other documentation for GST

Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this Amendment Deed.

8.4 Amounts GST exclusive

Subject to the operation of this clause, and unless otherwise expressly stated amounts in this Amendment Deed are GST exclusive.

8.5 No merger

This clause will not merge on completion or termination of this Amendment Deed.

9. REGISTRATION ON TITLE

(a) The Developer agrees, at its own cost and in accordance with the requirements of clause 8 of the Planning Agreement (as though that clause relates to the registration of this Amendment Deed), to lodge this deed for registration at the Department of Lands within 20 Business Days from the date of this Amendment Deed.

(b) The Developer will notify the Council following registration of the deed by the Developer and forward a copy of the registered deed to the Council.

EXECUTED as a deed

Signed by Warringah Council)
(ABN 31 565 068 406) by its)
Attorney pursuant to Power of Attorney)
Book 4580 No 889)

Signature of Witness

Lynne Hamann
725 Pittwater Road, Dee Why
Name of Witness

Address of Witness

Signature

Rik Hart
Name GENERAL MANAGER

Office

Executed by **Karimbla Properties (No.41) Pty**)
Ltd (ACN 160 693 372) in accordance with)
section 127 of the Corporations Act:)

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Signature of Director

DAVID CREMONA
Name of Director

Signature of ~~Director~~ / Secretary

ROBYN McCULLY
Name of Director / Secretary

Executed by **Meriton Properties Pty Ltd** (ACN)
000 698 626) in accordance with section 127 of)
the Corporations Act::)

MERITON PROPERTIES PTY. LIMITED A.C.N. 000 698 626 SEAL

Signature of Director

DAVID CREMONA
Name of Director

Signature of Director / Secretary

ROBYN McCULLY
Name of Director / Secretary

Annexure A - replacement 'Schedule 3'

"Schedule 3 – Development Contributions Schedule

1. Development Contributions

The Developer undertakes to make the following Development Contributions:

Column 1	*Column 2*
Development Contribution	***Intended Use / Detail***
Item 1. *Contribution Works* *$1,720,000 (subject to paragraph 2 of Schedule 4 and subject to indexation by R&BCI as provided for in Schedule 5)*	*Provision of Town Square Work on the Town Square Area. The Town Square Works will involve the design, construction and embellishment of the Town Square Area in accordance with Approvals consisting of:* • *paving works to the Town Square Area;* • *associated drainage;* • *lighting;* • *landscaping and street tree planting;* • *outdoor furniture;* • *storm water recycling tanks; and* • *water features.* *In accordance with paragraph 1(d) of Schedule 4, the Developer must grant a right of way and other appropriate rights, providing the public with a non-exclusive right to use the Town Square Area 24 hours a day 7 days a week, subject to the Developer's right to use the Town Square Area for any other purpose associated with the Development (not inconsistent with the public right of way). The easement must contain provisions granting the Council the right to use the Town Square for 30 days (at its selection) per calendar year (subject to reasonable prior notice being given to the Developer) for any community events without any occupancy cost to Council. Council acknowledges that it will accept certain obligations in relation to taking out public liability insurance and keeping the Town Square Area clean and in good repair during its use of the Town Square Area for these purposes.*
Item 2. *Contribution Works* *$471,000 (subject to paragraph 2 of Schedule 4 and subject to indexation by R&BCI as provided for in Schedule 5)*	*Provision of Pedestrian Connection Work on the Pedestrian Connection Area between the Town Square Area and Oaks Avenue with a minimum width of approximately 14m and to be designed such that it will allow for natural light and an 'open to the sky' feel. The Pedestrian Connection Works will involve the design, construction and embellishment of the Pedestrian Connection Area in accordance with Approvals consisting of:* • *paving works to the Pedestrian Connection Area;* • *associated drainage;* • *lighting;* • *street tree planting; and*

Column 1	Column 2
Development Contribution	**Intended Use / Detail**
	• *landscaping works.* *In accordance with paragraph 1(e) of Schedule 4, the Developer must grant a right of way and other appropriate rights, providing the public with a non-exclusive right to use the Pedestrian Connection Area 24 hours a day 7 days a week, subject to the Developer's right to use the Pedestrian Connection Area for any other purpose associated with the Development (not inconsistent with the public right of way).*
Item 3A. *Dedication of land in stratum*	*Dedication of land in stratum for Road Widening to a standard footpath finish, for the purpose of a future bus setback area on Pittwater Road, to the requirements of Transport for NSW.* *The Developer will embellish the Road Widening prior to dedication and as required by the Development Consent.*
Item 3B. *Contribution Amount* *$300,000 (subject to indexation by R&BCI as provided for in Schedule 5 which indexation will be calculated as from 12 December 2010 (being the second anniversary of the Planning Agreement))*	*The provision of a monetary contribution for the purpose of civic improvements, to be used consistent with Council's Capital Works Program.*
Item 4. *Contribution Amount* *$500,000 (subject to indexation by R&BCI as provided for in Schedule 5 which indexation will be calculated as from 12 December 2010 (being the second anniversary of the Planning Agreement)).*	*The provision of a monetary contribution for the construction and dedication (by Council) of Church Lane located to the east of the site bordering St Kevin's Church.*

Annexure B - replacement Schedule 5 Development Contributions Timetable Table 1 and Table 2

Table 1

Column 1	*Column 2*	*Column 3*
Development Contribution	***Development Contribution Works***	***Date for Practical Completion of Contribution Works***
Item 1 of the table in Schedule 3	*The Town Square Works*	*Practical Completion of the Town Square Works prior to the earlier of:* *(a) the issue of an Occupation certificate for any ground level component of the Development; or* *(b) the first day that any part of the retail component of the Development is open for trading.*
Item 2 of the table in Schedule 3	*The Pedestrian Connection Works*	*Practical Completion of the Pedestrian connection Works prior to the earlier of:* *(a) the issue of an Occupation Certificate for any ground level component of the Development; or* *(b) the first day that any part of the retail component of the development is open for trading.*
Item 3A of the table in Schedule 3	*Dedication of land in stratum for Road Widening*	*Dedication of land in stratum for Road Widening, for the purpose of a future bus setback area prior to the earlier of:* *(a) the issue of an Occupation Certificate for any ground level component of the Development fronting Pittwater Road; or* *(b) the first day that any part of the retail component of the Development fronting Pittwater Road is open for trading; or* *(c) the issue of a subdivision certificate relating to a strata subdivision for any part of the Land.*

Table 2

Column 1	*Column 2*	*Column 3*
Development Contribution	***Development Contribution Amount***	***Date for payment of Contribution Amounts***
Item 3B of the table in Schedule 3	$300,000 (subject to indexation by R&BCI as provided for in Schedule 5 which indexation will be calculated as from 12 December 2010 (being the second anniversary of the Planning Agreement))	Payment of the $300,000 Contribution Amount prior to the earlier of: (a) The issue of a subdivision certificate relating to a strata subdivision for any part of the Land; or (b) Within 15 business days of the satisfaction of the condition referred to in clause 3.2(b) of the Planning Agreement
Item 4 of the table in Schedule 3	*$500,000 (subject to indexation by R&BCI as provided for in Schedule 5 which indexation will be calculated as from 12 December 2010 (being the second anniversary of the Planning Agreement))*	Payment of the $500,000 Contribution Amount prior to the earlier of: (a) The issue of a subdivision certificate relating to a strata subdivision for any part of the Land; or (b) Within 15 business days of the satisfaction of the condition referred to in clause 3.2(b) of the Planning Agreement

Annexure C - amended 'Schedule 6'

"Schedule 6 Release and Discharge Terms

The Council agrees:

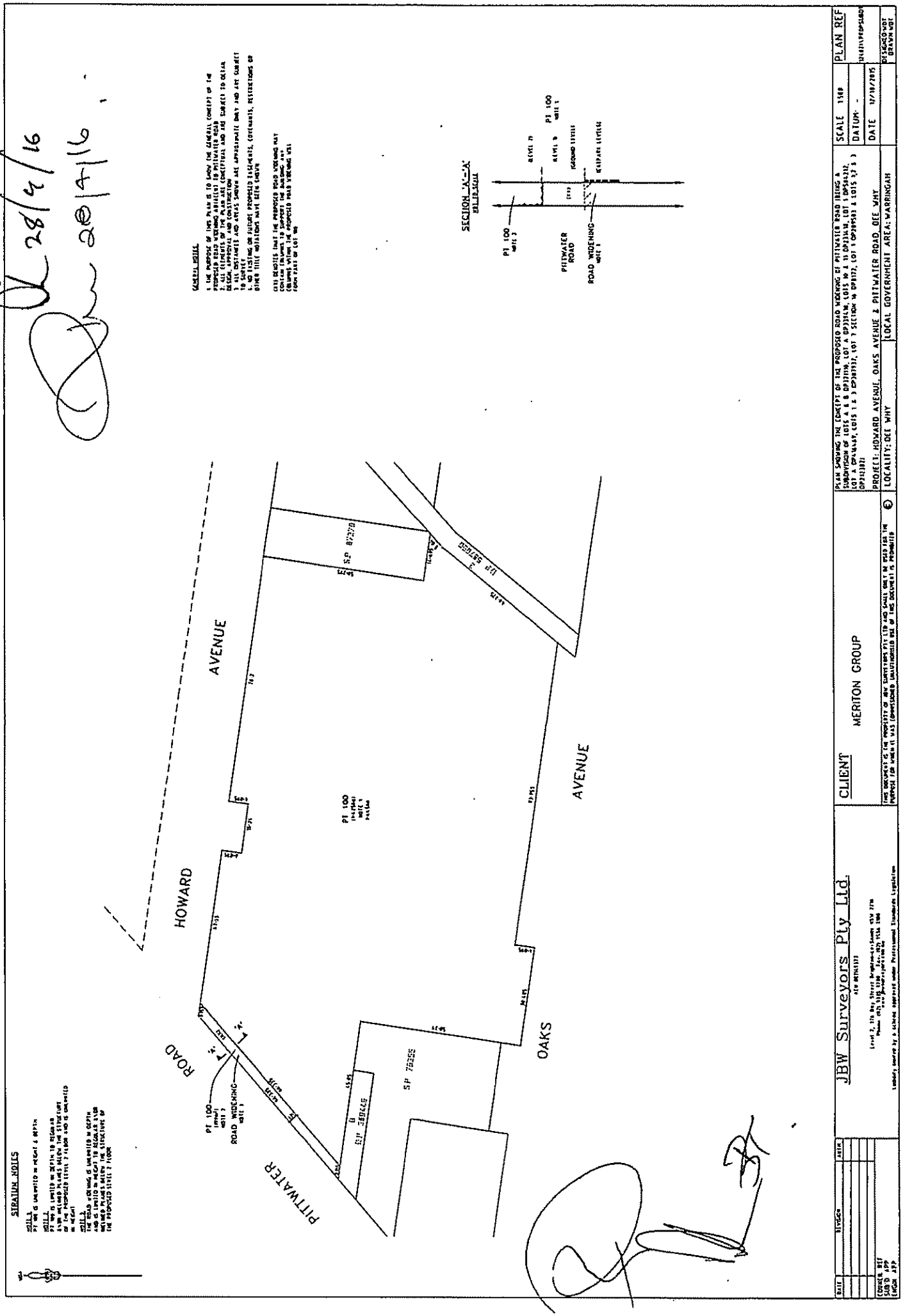
(a) to provide to the Developer a withdrawal of caveat in respect of any caveat the Council has lodged in respect of the whole or any part of the Land, to the extent the Developer has satisfied its obligations under this deed in respect of that part of the Land;

(b) to provide a release and discharge of this deed with respect to any part of the Land (except any part of the Land which contains the Town Square or the Pedestrian Connection of the Bus Setback Area) upon the Developer satisfying all of its obligations under this deed in respect of that part of the Land;

(c) that if the Land is subdivided such that development takes place in more than one stage, the registration of this Agreement will be removed from the title of any allotment of the Land that is subject to a strata scheme under the Strata Schemes (Freehold Development) Act 1973 with the exception of any common property allotment;

(d) to do all things reasonably required by the Developer to have such release and discharge of this deed registered by the Registrar-General in the relevant folio of the Register, or in the General Register of Deeds if this deed relates to land not under the Real Property Act 1900 or if this deed is terminated in accordance with the terms of this deed."

DEDICATION PLAN



) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

FILM WITH
AN694990

CLAYTON UTZ

Land Registry Services NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

7 September 2018

Dear Sir/Madam

Caveator's Consent to Registration of Dealings

We act for Northern Beaches Council ABN 57 284 295 198 (being the successor to Warringah Council ABN 31 565 068 406), as the Caveator under Caveat AE455138. We are instructed to consent to the registration of the following:

- Planning Agreement dated 12 December 2008;
- Deed of Amendment to Planning Agreement dated 6 April 2016; and
- Second Deed of Amendment to Planning Agreement dated 6 September 2018.

Yours faithfully

clayton utz

Nick Thomas, Partner
+61 2 9353 4751
nthomas@claytonutz.com

Wagih Doueihi, Senior Associate
+61 2 9353 4718
wdoueihi@claytonutz.com

Our ref 751/17950/80177471

sparke HELMORE LAWYERS

6 September 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Ausgrid lease of Substation No.s 77347, 77384 and 77346 from Karimbla Properties (No.41) Pty Limited
Property: Dee Why Town Centre
Registered Lease No.s: AN535636, AN535637, AN535638, AN535639 and AN535640
Our ref: HEM/AUS096-01110

We act for Ausgrid Asset Partnership, the lessee under registered Lease AK971351 and Ausgrid Operator Partnership, the sublessee under registered Lease AK971352. Details of the entities comprising those partnerships is set out in the Annexure.

We are instructed to consent to the registration of:

1 a request to lodge Planning Agreement dated 12 December 2008;

2 a request to lodge Deed of Amendment to Planning agreement dated 6 April 2016; and

3 a request to lodge a second Deed of Amendment to Planning Agreement.

If you require any additional information please contact our office.

Yours faithfully

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Annexure to Lessee Consent

Dealing AK971351

The entity which leases the network infrastructure from the ADMHC under sublease AK971351 is a partnership carried on under the name Ausgrid Asset Partnership ABN 48 622 605 040 by:

(a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;

(b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;

(c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;

(d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and

(e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4.

Dealing AK971352

The entity which leases the network infrastructure from Ausgrid Asset Partnership under sublease AK971352 is a partnership carried on under the name Ausgrid Operator Partnership ABN 48 622 605 040 by:

(a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

(b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

(c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

(d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

(e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.

Form: 11R
Release: 4·3

REQUEST

New South Wales
Real Property Act 1900

AN694991C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises th 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.

All Statutory Declarations and evidence that are lodged in support of land dealings will be treated as publicly accessible and will be disclosed to persons upon request.

(A) **STAMP DUTY** — If applicable. Revenue NSW use only

(B) **TORRENS TITLE** — F.I. 1/1241568 and 2/1241568

(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, TEL: 02 9287 2888 Reference: LW: DEE WHY AMENDMENT TO VPA 1	R

(E) **APPLICANT** — NORTHERN BEACHES COUNCIL ABN 57 284 295 198

(F) **NATURE OF REQUEST** — APPLICATION FOR REGISTRATION OF ~~SECOND DEED OF AMENDMENT TO~~ PLANNING AGREEMENT AN 694989 PURSUANT TO SECTION 7.6 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

I, Li-Eng Wong am authorised to make this amendment Lwong 14.9.18

(G) **TEXT OF REQUEST**

THE APPLICANT REQUESTS THAT THE SECOND DEED OF AMENDMENT TO PLANNING AGREEMENT ATTACHED TO THIS REQUEST AS ANNEXURE "B" BE REGISTERED PURSUANT TO SECTION 7.6 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT ACT 1979

DATE 6.9.2018

(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: See Annexure "A"
Signatory's capacity:

(I) *This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.*

The 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

1708

Annexure A to REQUEST

Parties:

Applicant: Northern Beaches Council
Registered Proprietor: Karimbla Properties (No. 41) Pty Ltd

Dated: 6/9/2018

I certify that I am an eligible witness and that an authorised officer of the applicant signed this dealing in my presence:

Elizabeth Reeves
Signature of witness:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by Northern Beaches Council, by its Authorised Officer pursuant to section 377 of the Local Government Act 1993.

Signature of Authorised Officer:

Authorised Officer's name:
BEN TAYLOR

Elizabeth Reeves
725 Pittwater Road
DEE WHY NSW 2099

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal a which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature appear below
Company = Karimbla Properties (No. 41) Pty Ltd
Authority = section 127 of the Corporations Act 2001

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372
THE COMMON SEAL OF

Signature of Authorised Person

DAVID CREMONA
Name of Authorised Person

DIRECTOR
Office held

Signature of Authorised Person

ROBYN McCULLY
Name of Authorised Person

SECRETARY
Office held.

Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

CLAYTON UTZ

Second Deed of Amendment to Planning Agreement

Karimbla Properties (No. 41) Pty Ltd
Developer

Northern Beaches Council
Council

Meriton Properties Pty Ltd
Guarantor

Clayton Utz
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Our reference /80069338

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CLAYTON UTZ

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   - 1.2 Interpretation 1
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8. **GST** 4
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Annexure A – Exhibit C 1

Annexure B – Schedule 3 Amended Table 1

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) Office of the Registrar-General /Src:Hazlett /Ref:Astrobr-Ann-SEO

CLAYTON UTZ

Deed of Amendment to Planning Agreement

Date 6/9/18

Parties

Karimbla Properties (No. 41) Pty Ltd ACN 160 693 372 of Level 11, 528 Kent Street, Sydney NSW 2000 (**Developer**)

Northern Beaches Council ABN 31 565 068 406 of Civic Centre, 725 Pittwater Road, Dee Why NSWE 2099 (**Council**)

Meriton Properties Pty Ltd ACN 000 698 626 of Level 11, 528 Kent Street, Sydney NSW 2000 (**Guarantor**)

Background

A. On 12 December 2008, the former Warringah Council (now the Northern Beaches Council) entered into the Planning Agreement with the Former Developer and the Former Guarantor.

B. On 31 January 2014, the Planning Agreement was assigned from the Former Developer and the Former Guarantor to the Developer and the Guarantor.

C. On 6 April 2016, the Developer and the Guarantor entered into the First Amendment Deed.

D. The parties have agreed to further amend the Planning Agreement on the terms of this Deed.

E. The purpose of the further amendment is to vary the scope of the Town Square Works so they include the erection and removal of the Temporary Pedestrian Access Works and to vary the timing for Practical Completion of the Town Square Works and Pedestrian Connection Works.

Operative provisions

1. Definitions and Interpretation

1.1 Definitions

In this Deed, unless the context clearly indicates otherwise:

First Amendment Deed means the agreement dated 6 April 2016 entitled 'Deed of Amendment to Planning Agreement' between the Council, the Developer and the Guarantor.

Former Developer means Multiplex Dee Why Pty Ltd ABN 47 112 246 072.

Former Guarantor means Brookfield Multiplex Developments Australia Pty Ltd ABN 17 109 219 810.

Planning Agreement means the agreement dated 12 December 2008 entitled 'Planning Agreement' between the former Warringah Council (now the Northern Beaches Council), the Former Developer and the Former Guarantor, as assigned on 31 January 2014, and as amended by the First Amendment Deed.

1.2 Interpretation

In this Deed:

(a) headings are for convenience only and do not affect interpretation; and

(b) unless the context indicates a contrary intention:

(i) a word or expression defined in the Planning Agreement has the same meaning when used in this Deed;

(ii) "person" includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

(iii) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation;

(iv) a reference to a document (including this Deed) is to that document as varied, novated, ratified or replaced from time to time;

(v) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments, replacements and substitutions;

(vi) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(vii) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this Deed, and a reference to this Deed includes all schedules, exhibits, attachments and annexures to it;

(viii) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(ix) "includes" in any form is not a word of limitation;

(x) a reference to "$" or "dollar" is to Australian currency;

(xi) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Deed; and

(xii) any capitalised term used, but not defined in this Deed, will have the meaning ascribed to it under, and by virtue of, the Act.

2. Amendment of Planning Agreement

2.1 Amendments

The parties agree that on and from the date of this Deed, the Planning Agreement is amended as follows:

(a) Clause 4.1 **Definitions** of the Planning Agreement is amended to insert the following definitions:

*"**Building A** means the tower shown on the plan at Exhibit C and marked 'Building A'."*

*"**Building B** means the eastern tower shown on the plan at Exhibit C and marked 'Building B'."*

*"**Temporary Pedestrian Access Works** means a safe pedestrian passage, covered by protective awnings and hoardings through the Town Square Area, between the Pedestrian Connection Area and Howard Avenue/Pittwater Road for the full frontage of Building A and Building B".*

(b) The plan at Annexure A to this Deed is added as Exhibit C to the Planning Agreement.

(c) The table at Schedule 3 to the Planning Agreement is deleted and replaced with the amended table as set out in Annexure B to this Deed (and in which changes are shown underlined).

(d) Table 1 of Schedule 5 to the Planning Agreement is deleted and replaced with the amended Table 1 set out in Annexure C to this Deed (and in which changes are shown underlined).

(e) Clause (c) of Schedule 6 to the Planning Agreement is deleted and replaced with the following:

"(c) that if the Land is subdivided such that development takes place in more than one stage, the registration of this Agreement will be removed from the title of any allotment of the Land that is subject to a strata scheme under the Strata Schemes (Freehold Development) Act 1973 with the exception of any common Property allotment or any allotment on which Contribution Works have been or are to be carried out;"

2.2 Confirmation

The parties each ratify and confirm their respective obligations under the Planning Agreement as varied by this Deed.

2.3 Ratification by Guarantor

The Guarantor separately confirms and ratifies each of its obligations under the guarantee and indemnity contained in Schedule 10 of the Planning Agreement including any obligations as varied by this Deed.

3. Costs

(a) The Developer is responsible for the reasonable legal and administrative costs and expenses incurred by the Council in relation to the preparation and exhibition of this Deed.

(b) The Developer is responsible for the registration fee for the registration of this Deed.

4. Further acts

Each Party must promptly execute all documents and do all things that another Party from time to time reasonably requests to effect, perfect or complete this Deed and all transactions incidental to it.

5. Governing law and jurisdiction

This Deed is governed by the law of New South Wales. The Parties submit to the jurisdiction of the courts of that state.

6. No fetter

Nothing in this Deed will be construed as requiring Council to do anything that would cause it to be in breach of any of its obligations at law, and nothing will be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

7. Representations and warranties

The Parties represent and warrant that they have power to enter into this Deed.

8. GST

8.1 Additional amounts for GST

If a party to this Deed (the **Supplier**) makes a supply under or in connection with this Deed and is liable by law to pay GST on that supply, then the consideration otherwise payable by the recipient of the supply will be increased by an amount equal to the GST paid or payable by the Supplier.

8.2 Reimbursement

If this Deed requires a party to pay for, or reimburse any expense, loss or outgoing (**reimbursable expense**) suffered or incurred by another party, the amount required to be paid, or reimbursed by the first party is the amount of the reimbursable expense net of any input tax credit or reduced input tax credit to which the other party is entitled in respect of the reimbursable expense.

8.3 Provision of Tax Invoices and other documentation for GST

Each party agrees to do all things, including providing tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, set-off, rebate or refund in relation to any amount of GST paid or payable in respect of any supply under this Deed.

8.4 Amounts GST exclusive

Subject to the operation of this clause, and unless otherwise expressly stated amounts in this Deed are GST exclusive.

8.5 No merger

This clause will not merge on completion or termination of this Deed.

9. Registration on title

(a) The Developer agrees, at its own cost and in accordance with the requirements of clause 8 of the Planning Agreement (as though that clause relates to the registration of this Deed), to lodge this Deed for registration at the Department of Lands within 20 Business Days from the date of this Deed.

(b) The Developer will notify the Council following registration of this Deed by the Developer and forward a copy of the registered Deed to the Council.

10. Explanatory note

The Parties agree that the explanatory note is not to be used to assist in construing this Deed or the Planning Agreement.

CLAYTON UTZ

Executed as a deed.

Executed for and on behalf of **Northern Beaches Council** (ABN 31 565 068 406) by its Attorney pursuant to Power of Attorney Book No 4730 No. 551:

Signature of General Manager - Ben Taylor

Elizabeth Reeves

Signature of witness

Elizabeth Reeves
795 Pittwater Road
DEE WHY NSW 2099

Name of witness

Executed by **Karimbla Properties (No.41) Pty Ltd** (ACN 160 693 372) in accordance with section 127 of the Corporations Act 2001 (Cth):

KARIMBLA PROPERTIES (NO. 41) PTY LIMITED ACN 160 693 372 THE COMMON SEAL OF

Signature of director

DAVID CREMONA

Name of director

Signature of company secretary/~~director~~

ROBYN McCULLY

Name of company secretary/~~director~~

Executed by **Meriton Properties Pty Ltd** (ACN 000 698 626) in accordance with section 127 of the Corporations Act 2001 (Cth):

Common Seal MERITON PROPERTIES PTY LIMITED A.C.N. 000 698 626

Signature of director

DAVID CREMONA

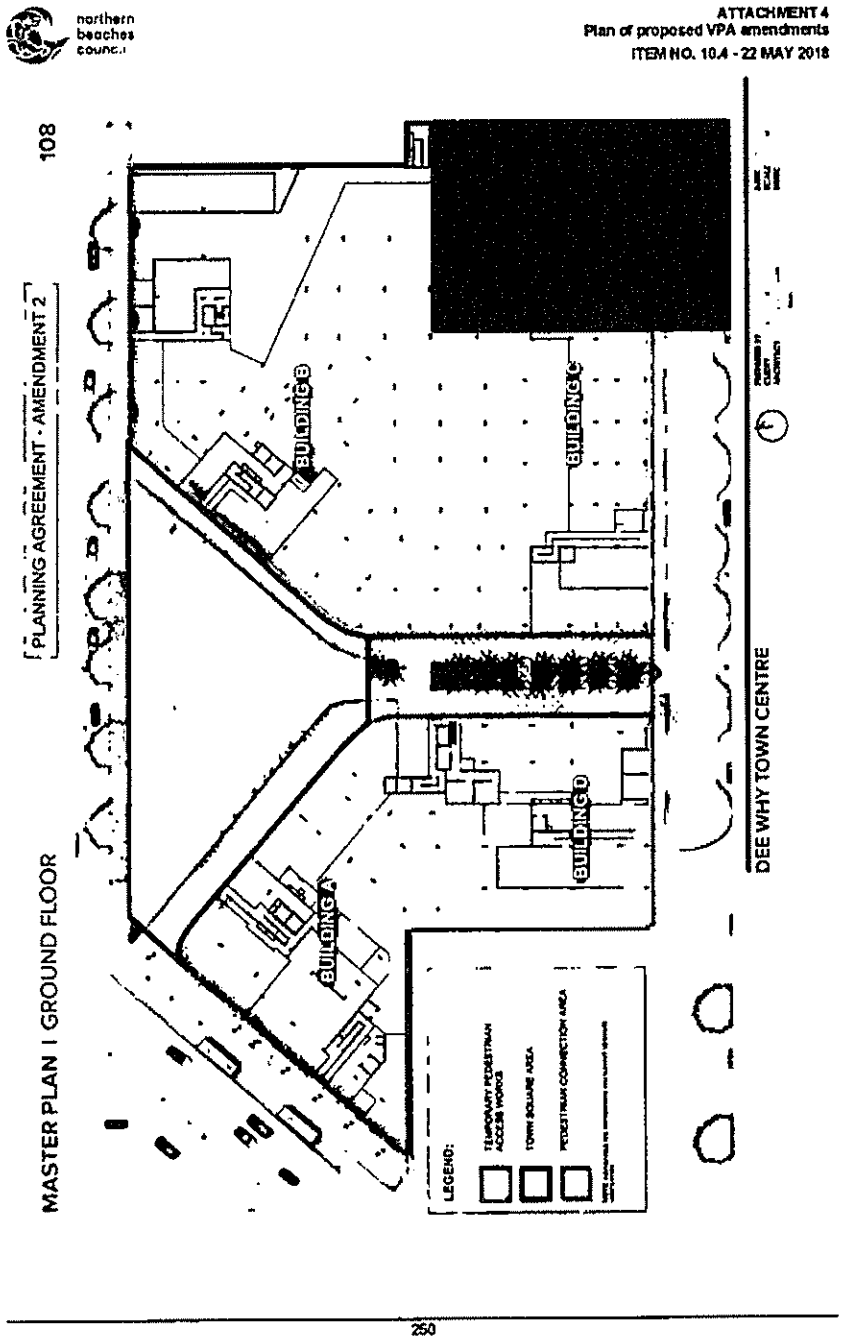
Name of director

Signature of company secretary/~~director~~

ROBYN McCULLY

Name of company secretary/~~director~~

CLAYTON UTZ



Annexure A – Exhibit C

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CLAYTON UTZ

Annexure B – Schedule 3 Amended Table

Column 1	*Column 2*
Development Contribution	***Intended Use / Detail***
Item 1. *Contribution Works* *$1,720,000 (subject to paragraph 2 of Schedule 4 and subject to indexation by R&BCI as provided for in Schedule 5)*	*Provision of Town Square Works on the Town Square Area. The Town Square Works will involve the design, construction and embellishment of the Town Square Area in accordance with Approvals consisting of:* • *the erection and removal of the Temporary Pedestrian Access Works;* • *paving works to the Town Square Area;* • *associated drainage;* • *lighting;* • *landscaping and street tree planting;* • *outdoor furniture;* • *storm water recycling tanks; and* • *water features.* *In accordance with paragraph 1(d) of Schedule 4, the Developer must grant a right of way and other appropriate rights, providing the public with a non-exclusive right to use the Town Square Area 24 hours a day 7 days a week, subject to the Developer's right to use the Town Square Area for any other purpose associated with the Development (not inconsistent with the public right of way). The easement must contain provisions granting the Council the right to use the Town Square for 30 days (at its selection) per calendar year (subject to reasonable prior notice being given to the Developer) for any community events without any occupancy cost to Council. Council acknowledges that it will accept certain obligations in relation to taking out public liability insurance and keeping the Town Square Area clean and in good repair during its use of the Town Square Area for these purposes.*
Item 2. *Contribution Works* *$471,000 (subject to paragraph 2 of Schedule 4 and subject to indexation by R&BCI as provided for in Schedule 5)*	*Provision of Pedestrian Connection Works on the Pedestrian Connection Area between the Town Square Area and Oaks Avenue with a minimum width of approximately 14m and to be designed such that it will allow for natural light and an 'open to the sky' feel. The Pedestrian Connection Works will involve the design, construction and embellishment of the Pedestrian Connection Area in accordance with Approvals consisting of:* • *paving works to the Pedestrian Connection Area;* • *associated drainage;* • *lighting;* • *street tree planting; and* • *landscaping works.* *In accordance with paragraph 1(e) of Schedule 4, the Developer must grant a right of way and other appropriate rights, providing the public with a non-exclusive right to use the*

Column 1	Column 2
Development Contribution	**Intended Use / Detail**
	Pedestrian Connection Area 24 hours a day 7 days a week, subject to the Developer's right to use the Pedestrian Connection Area for any other purpose associated with the Development (not inconsistent with the public right of way).
Item 3A. *Dedication of land in stratum*	*Dedication of land in stratum for Road Widening to a standard footpath finish, for the purpose of a future bus setback area on Pittwater Road, to the requirements of Transport for NSW.* *The Developer will embellish the Road Widening prior to dedication and as required by the Development Consent.*
Item 3B. *Contribution Amount* *$300,000 (subject to indexation by R&BCI as provided for in Schedule 5 which indexation will be calculated as from 12 December 2010 (being the second anniversary of the Planning Agreement))*	*The provision of a monetary contribution for the purpose at civic improvements, to be used consistent with Council's Capital Works Program.*
Item 4. *Contribution Amount* *$500,000 (subject to indexation by R&BCI as provided for in Schedule 5 which indexation will be calculated as from 12 December 2010 (being the second anniversary of the Planning Agreement)).*	*The provision of a monetary contribution for the construction and dedication (by Council) of Church Lane located to the east of the site bordering St Kevin's Church.*

CLAYTON UTZ

Annexure C - Schedule 5 Amended Table 1

Column 1	*Column 2*	*Column 3*
Development Contribution	***Development Contribution Works***	***Date for Practical Completion of Contribution Works***
Item 1 of the table in Schedule 3	*The Town Square Works*	*Practical Completion of:* *(a) the Town Square Works (excluding the erection of the Temporary Pedestrian Access Works) prior to the earlier of:* *(i) the issue of an Occupation Certificate for any part of the upper two levels of Building B; or* *(ii) the date that is 6 months after Practical Completion of the Temporary Pedestrian Access Works;* *(b) the erection of the Temporary Pedestrian Access Works prior to the first day that any part of the retail component of the Development with frontage to the Town Square Area is open for trading.*
Item 2 of the table in Schedule 3	*The Pedestrian Connection Works*	*Practical Completion of the Pedestrian Connection Works prior to the earlier of:* *(a) the issue of an Occupation Certificate for any ground level component of the Development with frontage to the Pedestrian Connection Area;* *(b) the first day that any part of the retail component of the Development with frontage to the Pedestrian Connection Area is open for trading; or* *(c) the date for Practical Completion of the Town Square Works (excluding the erection of the Temporary Pedestrian Access Works).*
Item 3A of the table in Schedule 3	*Dedication of land in stratum for Road Widening*	*Dedication of land in stratum for Road Widening, for the purpose of a future bus setback area prior to the earlier of:* *(a) the issue of an Occupation Certificate for any ground level component of the Development fronting Pittwater Road; or* *(b) the first day that any part of the retail component of the Development fronting Pittwater Road is open for trading; or* *(c) the issue of a subdivision certificate relating to a strata subdivision for any part of the Land.*

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FILM WITH
AN694991

CLAYTON UTZ

Land Registry Services NSW
1 Prince Albert Road
Queens Square
SYDNEY NSW 2000

7 September 2018

Dear Sir/Madam

Caveator's Consent to Registration of Dealings

We act for Northern Beaches Council ABN 57 284 295 198 (being the successor to Warringah Council ABN 31 565 068 406), as the Caveator under Caveat AE455138. We are instructed to consent to the registration of the following:

- Planning Agreement dated 12 December 2008;
- Deed of Amendment to Planning Agreement dated 6 April 2016; and
- Second Deed of Amendment to Planning Agreement dated 6 September 2018.

Yours faithfully

clayton utz

Nick Thomas, Partner
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Wagih Doueihi, Senior Associate
+61 2 9353 4718
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Our ref 751/17950/80177471

sparke HELMORE LAWYERS

6 September 2018

Land Registry Services
Queens Square
Sydney NSW 2000

Dear Sir

Ausgrid lease of Substation No.s 77347, 77384 and 77346 from Karimbla Properties (No.41) Pty Limited
Property: Dee Why Town Centre
Registered Lease No.s: AN535636, AN535637, AN535638, AN535639 and AN535640
Our ref: HEM/AUS096-01110

We act for Ausgrid Asset Partnership, the lessee under registered Lease AK971351 and Ausgrid Operator Partnership, the sublessee under registered Lease AK971352. Details of the entities comprising those partnerships is set out in the Annexure.

We are instructed to consent to the registration of:

1 a request to lodge Planning Agreement dated 12 December 2008;

2 a request to lodge Deed of Amendment to Planning agreement dated 6 April 2016; and

3 a request to lodge a second Deed of Amendment to Planning Agreement.

If you require any additional information please contact our office.

Yours faithfully

Special Counsel responsible:
Helen Murray
t: +61 2 4924 7228
e: helen.murray@sparke.com.au

Annexure to Lessee Consent

Dealing AK971351

The entity which leases the network infrastructure from the ADMHC under sublease AK971351 is a partnership carried on under the name Ausgrid Asset Partnership ABN 48 622 605 040 by:

(a) Blue Asset Partner Pty Ltd (ACN 615 217 493) as trustee for the Blue Asset Partner Trust;

(b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as trustee for ERIC Alpha Asset Trust 1;

(c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as trustee for ERIC Alpha Asset Trust 2;

(d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as trustee for ERIC Alpha Asset Trust 3; and

(e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as trustee for ERIC Alpha Asset Trust 4.

Dealing AK971352

The entity which leases the network infrastructure from Ausgrid Asset Partnership under sublease AK971352 is a partnership carried on under the name Ausgrid Operator Partnership ABN 48 622 605 040 by:

(a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

(b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

(c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2;

(d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

(e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.

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Form: 15CH
Release: 2·1

CONSOLIDATION/ CHANGE OF BY-LAWS

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900

AQ140563S

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

(A) TORRENS TITLE

For the common property
CP/SP98140

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
1W	Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2788	CH

(C) The Owners-Strata Plan No. 98140 certify that a special resolution was passed on 19/2/2020

(D) pursuant to the requirements of section 141 of the Strata Schemes Management Act 2015, by which the by-laws were changed as follows—

(E) Repealed by-law No.

Added by-law No. Special By-law No.1, 2 & 3

Amended by-law No. 1, 5, 14, 31, 39 & 40

as fully set out below:

Please see attached in "Annexure 1" to the 15CH Form the Consolidated By-laws for Strata Plan 98140 which includes new Amended By-law No.1, 5, 14, 31, 39 & 40 and Added Special By-law No.1, 2 & 3 starting from Page 4 of 29 respectively.

(F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure 1

(G) The seal of The Owners-Strata Plan No. 98140 was affixed on 21/5/20 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal:

Signature:

Name: ZOHRA AZIZY

Authority: STRATA MANAGER

Signature:

Name:

Authority:

THE OWNERS - STRATA PLAN NO. 98140 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1705

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ANNEXURE 1 TO CHANGE OF BY-LAWS FORM 15CH

STRATA SCHEME 98140

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The seal of The Owners-Strata Plan No 98140 was affixed on 21/5/20 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): .....

Name(s) [use block letters]: ZOHRA AZIZ

Authority: STRATA MANAGER

THE OWNERS - STRATA PLAN NO. 98140
Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
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1. Noise

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

2. Vehicles

2.1 An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or in a visitor carparking space except with the written approval of the owners corporation.

2.2 An owner or occupier of a lot must not under any circumstances, wash or perform any mechanical duties to their motor vehicle on common property. This by-law does not preclude the washing of motor vehicles on the common property designated as "Car Wash Bay" on the Strata Plan.

3. Obstruction of common property

3.1 An owner or occupier of a lot must not obstruct the lawful use of common property by any person.

4. Damage to lawns and plants on common property

4.1 An owner or occupier of a lot must not:

(a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on common property, or

(b) use for his or her own purposes as a garden any portion of the common property.

5. Damage to common property

5.1 An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property without the approval in writing of the owners corporation.

5.2 An approval given by the owners corporation under by-law 5.1 cannot authorise any additions to the common property.

5.3 This by-law does not prevent an owner or person authorised by an owner from installing:

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

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

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

5.4 Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner in accordance with all building and fire regulations and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.

5.5 Despite section 106 of the *Strata Schemes Management Act 2015*, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in by-law 5.3 that forms part of the common property and that services the lot.

Window Safety Devices

5.6 An owner or occupier must not remove, interfere with or damage a Window Safety Device installed by the owners corporation as required by legislation.

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5.7 An owner or occupier of a lot must ensure that any Window Safety Device installed by the owners corporation in their lot are engaged in the lock position prior to any child under the age of sixteen entering the lot and must ensure the Window Safety Device remain in the lock position while any child is within the lot.

5.8 An owner (or if the property is let to tenants the owner's real estate or letting agent) or occupier must notify the owners corporation in writing immediately if a Window Safety Device has been removed, damaged, tampered with or is inoperable.

5.9 If a Window Safety Device is damaged or removed by an owner or occupier or their visitors or invitees then the owner and occupier of the lot will be jointly and severally liable for the costs of repairing or replacing the Window Safety Device and shall indemnify the owners corporation from any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to any person or property arising from the owner or occupier or their visitors or invitees' damage or removal of the Window Safety Device.

5.10 The Owners Corporation reserves the right to repair or replace the Window Safety Device damaged or removed by an owner or occupier or their visitors or invitees, or recover any costs, charges, penalties or fees (including, but not limited to, administration fees) incurred by the owners corporation for the owners or occupier's failure to discharge their obligations under this by-law, and may recover any costs, charges, penalties or fees from the owner as a debt due to the owners corporation on demand with interest at the rate of 10% per annum until the debt is paid.

6. Behaviour of owners and occupiers

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

7. Children playing on common property in building

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

8. Behaviour of invitees

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

9. Depositing rubbish and other material on common property

9.1 An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property.

10. Drying of laundry items

10.1 An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building.

11. Cleaning windows and doors

11.1 An owner or occupier of a lot must keep clean all glass in windows and all doors on the boundary of the lot, including so much as is common property.

12. Storage of inflammable liquids and other substances and materials

12.1 An owner or occupier of a lot must not, except with the approval in writing of the owners corporation, use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

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

13. Moving furniture and other objects on or through common property

13.1 An owner or occupier of a lot must not transport any furniture or large object through or on common property within the building unless sufficient notice has first been given to the Executive Committee so as to enable the Executive Committee to arrange for its nominee to be present at the time when the owner or occupier does so.

14. Floor coverings

14.1 An owner of a lot must ensure that all floor space within the lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the floor space of noise likely to disturb the peaceful enjoyment of the owner or occupier of another lot.

14.2 This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom or another area that is either parquetry or tiled all the time of the registration of the strata plan.

Changes to Floor Coverings

14.3 An owner or occupier of a lot must notify the owners corporation at least 21 days before changing any of the floor coverings or surfaces of the lot if the change is likely to result in an increase in noise transmitted from that lot to any other lot. The notice must specify the type of the proposed floor covering or surface.

14.4 The owner or occupier must ensure that any change to hard surface floor coverings is not below the AAAC five (5) star acoustic sound rating and provide an acoustic report after the installation of the Floor Covering confirming that it meets this standard.

14.5 This By-law does not affect any requirement under any law to obtain consent to, approval for or any other authorisation for the changing of the floor covering or surface concerned.

14.6 This By-law also applies in conjunction with the requirements in other applicable By-laws of the Strata Scheme.

15. Garbage disposal

15.1 An owner or occupier of a lot:

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

(b) must ensure that before refuse is placed in the receptacle it is securely wrapped or, in the case of tins or other containers, completely drained,

(c) for the purpose of having the garbage collected, must place the receptacle within an area designated for that purpose by the owners corporation and at a time at which garbage is normally collected,

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph 15.1(a),

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

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

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16. Keeping of animals

16.1 An owner or occupier of a lot must not raise, breed or keep dogs, cats, birds, animals, livestock or poultry (collectively "Animals") on its lot without the prior written consent of the owners corporation which consent may be withdrawn in circumstances where the owners corporation reasonably considers the keeping of any such Animal may interfere with the quiet enjoyment of another lot by its owner or occupier.

16.2 A lot owner who, when first taking possession of its lot, has an animal which is a pet, may, with the prior written approval of Meriton or the owners corporation, keep that Animal on its lot but on its death is not entitled to replace that animal unless consent has been obtained from the owners corporation in accordance with by-law 16.1.

16.3 Each lot owner and occupier is absolutely liable to each other lot owner and occupier and their respective guests and invitees, for any unreasonable nuisance, noise or injury to any person or damage to property caused by any Animal brought or kept upon the parcel by the lot owner or occupier or by its invitees.

16.4 Each lot owner and occupier is absolutely responsible to clean up after any Animal brought or kept upon the parcel by them or their invitees.

17. Appearance of lot

17.1 The owner or occupier of a lot must not, without the written consent of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building. This includes the illumination of a lot to a noticeably higher level than that which exists in the rest of the building.

18. Notice-board

18.1 An owners corporation must cause a notice-board to be affixed to some part of the common property.

19. Change in use of lot to be notified

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

20. Provision of Amenities or Services

20.1 The proprietor and the occupier of a lot shall maintain the lot in a clean and tidy condition and free of vermin and, without limiting the generality of this by-law, shall clean the filters of any rangehood installed in the lot of grease at least every three months.

20.2 For the purpose of inspecting the lot, the owners corporation may by its agents, servants or contractors enter the lot at any reasonable time on notice given to any occupier of the lot.

21. Use of Lifts

21.1 The proprietor or occupier of a lot shall not convey nor allow the conveyance in the lift of any push bike or surfboard or other object likely to damage or dirty the interior of the lift.

22. Maintenance of Building and Common Property

22.1 The owners corporation in addition to the powers and authorities conferred on it by or under the Strata Titles Act, 1973, the Strata Schemes Management Act 1996 as amended and these by-laws, shall have the power and duty to:

(a) replace the enclosure of the lifts every 8 years,

(b) paint the outside of the building on at least one occasion in every period of 7 years,

(c) replace the carpet in the common property of the building every 7 years,

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(d) repaint the inside of the building every 5 years,

(e) replace all fittings in the common property of the building every 5 years,

(f) repaint and refurbish the pool and pool areas every 4 years,

(g) replace the carpet in the lifts every 3 years and,

(h) reseal the concrete driveways every 3 years,

(i) reseal stencil concrete driveways every 12months,

(j) overhaul and repair all gymnasium equipment every 2 years,

(k) clean all windows and window frames every 6 months.

22.2 Before performing or appointing any person to perform any inspection of the common property, the owners corporation will, at meeting convened by the executive committee for which 28 days notice has been given, obtain a special resolution confirming that the inspection is in the best interests of owners as a whole. Any proxy instrument exercised must expressly state that the proxy is authorised to vote on a matter under this by-law 22.2.

23. Pool

23.1 In this by-law "the pool" refers to the pool, the spa, the sauna and the pool area, within the parcel.

23.2 The proprietor or occupier of a lot shall not use nor allow the use of the pool between 10pm and 6am.

23.3 The proprietor or occupier of a lot shall not allow the use of the pool by his invitees except when accompanied by the proprietor or occupier.

23.4 An owner or occupier of a lot must ensure that an adult exercising effective control accompanies any children who are in their care when the children are in the pool.

23.5 The owners corporation may make rules regarding the pool.

23.6 The proprietor or occupier of a lot shall not do any of the following, nor allow them to be done, in the pool:

(a) smoking, eating or drinking,

(b) consuming alcohol,

(c) using bottles or glass,

(d) running, jumping or diving

(e) using balls, boogie boards or large inflated objects,

(f) using soap, bubble bath or shampoo,

(g) be inadequately clothed, and

(h) nude bathing.

23.7 The owners corporation must not and must not allow its agents, servants or contractors or any other person to amend, vary or tamper with the mechanical ventilation and temperature control equipment in respect of the pool ("Pool Plant") other than in accordance with any operating manual or other instructional material provided to the owners corporation by the original owner. The owner's corporation acknowledges that if it breaches this by law:

(a) any warranties or guarantees given by the manufacturer, builder, installer or maker of the Pool Plant may be rendered void; and

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(b) the original owner will not be liable for any damage (whether to person or property), loss, claim, cost or other liability sustained by the owner's corporation or any other person arising from the Pool Plant being amended, varied or tampered with contrary to any operating manual or other instructional material provided to the owners corporation by the original owner.

24. Air-conditioning

24.1 The proprietor of a lot shall maintain any air-conditioning facilities or equipment that are within the lot and do not form part of the common property, in a state of good and serviceable repair, and for this purpose shall renew or replace them whenever necessary.

24.2 Without limiting the generality of this by-law, the proprietor shall have any such facilities or equipment regularly serviced by a duly qualified contractor, and the filters of any such facilities or equipment cleaned every 6 months.

24.3 The proprietor of a lot whose air-conditioning facilities or equipment are not within their lot but are on the common property may have the right of exclusive use and enjoyment of that part of the common property necessary for the purpose of erecting and maintaining air conditioning facilities or equipment for the proprietor's lot and for that purpose, those proprietors may pass pipes, wires or other items through common property walls and floors in order to facilitate the operation of the air conditioning facilities or equipment for the proprietor's lot.

24.4 Without limiting by law 24.1 or 24.2, in respect of the air conditioning facilities and equipment under by-law 24.3, the relevant proprietor shall be responsible for:

(a) proper maintenance and keeping it in a state of good and serviceable repair,

(b) installation and removal,

(c) replacement at reasonable intervals or as necessary,

(d) making good any damage to the common property caused by related items such as pipes, wires, bolts or screws, and

(e) electricity expenses of operation and all other expenses arising directly or indirectly therefrom.

25. Facilities

25.1 Any registered proprietor of a lot who is not an occupier of a lot shall not be entitled to use any of the facilities of the owners corporation.

26. Commercial Signs

26.1 The registered proprietor or occupier of a commercial lot shall be entitled to place on the common property a sign (1 only) advertising the availability of the commercial premises for sale or lease.

26.2 All commercial signage in the development must be identical size and dimensions.

26.3 The owners corporation shall have the right to remove any signage that does not comply with this by-law.

27. Consent to Use

27.1 The registered proprietor or occupier of any of the retail or commercial lot may use that lot for any lawful use without the prior consent of the owners corporation provided that all relevant statutory approvals have been obtained.

27.2 The owners corporation must promptly execute and deliver all documents that are reasonably required by a registered proprietor or occupier to give full effect to this by-law 27.

2. A

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28. Caretaker

28.1 The owners corporation may engage a person (the 'caretaker') to have responsibility in relation to the control, management and administration of the common property.

28.2 Any agreement with a caretaker ('caretaker agreement') may include term relating to the following:

(a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,

(b) supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the owners corporation,

(c) providing services to the owners corporation, owners and occupiers including, without limitation, the services of a handy person, room cleaning and servicing, food and non- alcoholic drink service,

(d) providing a letting, property management and sales service,

(e) supervising owners corporation employees and contractors,

(f) providing cleaning, pool cleaning and gardening services to the owners corporation,

(g) supervising the strata scheme generally,

(h) anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.3 The owners corporation may provide any consent necessary to, or requested by, the caretaker, including:

(a) any consent necessary to enable the caretaker to perform the duties described in the caretaker agreement,

(b) consent to the caretaker erecting signs in or about the common property for the purpose of promoting the letting, property management and sales service of the caretaker,

(c) consent to the mortgage or other encumbrance of the caretaker's rights and obligations under the caretaker agreement whether required by:

(i) the caretaker, or

(ii) the caretaker's financier, or

(d) consent to deferring termination of the caretaker agreement until the caretaker or its financier has had the opportunity to remedy the relevant default.

28.4 The owners corporation may:

(a) grant any consent given under by-law 28.3 with such conditions as are reasonably requested by the caretaker,

(b) execute any deed or other document necessary to give effect to a consent granted under by-law 28.3,

(c) agree to vary the caretaker agreement with the written consent of the caretaker,

(d) pay the caretaker the remuneration, fees and other consideration specified in the caretaker agreement,

(e) acknowledge that any caretaker or its financier is relying upon the owners corporation's consent,

(f) grant the caretaker an exclusive right of use and enjoyment, or special privileges in respect of, the whole or a specified part of the common property ('caretaker's area'), provided that:

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(i) the caretaker's area is the area specified in a plan:

(A) attached to these by-laws,

(B) attached to the caretaker agreement, or

(C) executed on behalf of either the owners corporation or executive committee and the caretaker,

(ii) the caretaker is responsible for the maintenance and upkeep of the caretaker's area at its own cost

(iii) the owners corporation will pay operating costs in relation to the caretaker area, and

(iv) this by-law 28.4(f) may only be varied or repealed with the prior written consent of the caretaker, and

(g) do anything else reasonably necessary (including granting any consent, entering into any agreement or executing any document) to assist the caretaker perform its duties and exercise its powers in relation to the control, management and administration of the common property.

28.5 The owners corporation may not, without the prior written consent of any current caretaker:

(a) enter into more than 1 caretaker agreement

(b) vary or repeal this by-law.

28.6 The owner or occupier of a lot must not:

(a) interfere with or obstruct the caretaker from performing the caretaker's duties under the agreement referred to in this by-law 28; or

(b) interfere with or obstruct the caretaker from using any part of that common property designated by the owners corporation for use by the caretaker.

29. Letting Businesses

29.1 The owner or occupier of each lot (except a lot owned by the caretaker) must not on any lot or the common property, except with the written consent of the caretaker (or if there is no caretaker then the owners corporation), conduct or participate in the conduct of:

(a) the business of a letting agent, or

(b) the business of a pooled rent agency, or

(c) the business of on site Caretaker, or

(d) any other business activity that is either:

(i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the parcel referred to in by-law 28 and/or any agreement, and/or

(ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in by-law 28 and/or any agreement and/or

(iii) an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in by-law 28 and/or any agreement.

29.2 The owners corporation must not, without the written consent of the Caretaker, vary or revoke this by-law 29.

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30. Store Room

30.1 Meriton Apartments Pty Limited ABN 75 000 644 888 ("Meriton") shall have the following rights in respect of the common property storeroom as indicated on the strata plan (the "Storeroom") for a period of 3 years from the date of registration of the strata plan:

(a) a right of exclusive use and enjoyment of the Storeroom, and

(b) the right to store materials necessary for maintenance works to the common property and units within the building in the Storeroom.

30.2 Meriton is responsible for the maintenance and upkeep of the Storeroom.

31. Access Key

31.1 If the owners corporation restricts access to parts of the common property, the owners corporation may give an owner or occupier of a lot and "access key". An access key includes remotes, swipes or other devices used to access the common property.

31.2 The owners corporation may charge an owner of a lot a ($100) bond for extra or replacement access keys. This bond is non-refunded to the owner on return of the access key. The strata committee of the Owners Corporation may vary the bond amount from time to time as required.

31.3 An owner or occupier of a lot is only entitled to two (2) access keys per bedroom on the lot.

31.4 An owner or occupier of a lot must:

(a) take all reasonable steps not to lose access keys,

(b) return all access keys to the owners corporation if they are not needed or if any occupier of a lot vacates the building,

(c) notify the strata manager immediately if an access key is lost.

31.5 An owner of a lot that leases or licenses their lot must notify the owners corporation in writing of the name or names of the occupiers of the lot to whom an access key has been issued and must include a requirement in the lease or licence that the occupier of the lot must return the access keys to the owners corporation when they move out of the building.

31.6 An owner or occupier of a lot must not:

(a) copy an access key

(b) give access keys

31.7 Access keys belong to the owners corporation.

31.8 The owner or occupier of a lot must provide details in respect to the access key's in their possession at the request of the owners corporation for enforcement of the by-laws.

31.9 The owners corporation is empowered from time to time to collect and audit information for use and better management of the strata scheme.

31.10 The owner or occupier of a lot must provide any information required by the owners corporation as specified in by-law 31.8 and 31.9 and must notify the owners corporation of any change to this information as required.

32. Balconies

32.1 An owner or occupier may keep planter boxes, pot plants, occasional furniture and outdoor recreational equipment on the balcony or terrace of their lot, but only if:

(a) it will not cause damage, or is not likely to cause damage, or

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(b) it is not dangerous, a nuisance or a hazard.

32.2 The owners corporation may require an owner or occupier, at its expense, to remove items from the balcony or terrace if the appearance of the lot is not keeping with the rest of the building.

32.3 If there are planter boxes on within a terrace or balcony of a lot, the owner or occupier must:

(a) properly maintain the soil and plants in the planter boxes, and

(b) when watering the plants or planter box, make sure that no water enters common property or another lot.

33. Enclosed Balconies

33.1 The owner or occupier of a lot must not, without the consent of the owners corporation, place any curtains, vertical blinds or adhesive tinting on any enclosed balcony within the lot.

34. Building Safety

34.1 A registered owner or an occupier of a lot must not do or permit anything which may prejudice the security or safety of the building and, in particular must ensure that all fire and security doors are kept locked or secure or in an operational state, as the case may be, when not in immediate use.

35. Commercial Waste

35.1 All owners and occupiers of commercial and retail lots within the strata scheme must dispose of their waste and rubbish in the commercial waste bins.

36. Government Charges

36.1 Should any Government authority impair any rate, tax, charge or levy on the collection of commercial or retail waste, the owners and/or occupiers of the commercial and retail lots shall be responsible for the payment of such contributions.

37. Interpretation

37.1 In these by-laws:

(a) a singular word includes the plural and vice versa,

(b) a word which suggests one gender includes the other genders, and

(c) if a word is defined, another part of speech has a corresponding meaning.

37.2 Where the law requires any by-law to be included in these by-laws, it is included to the extent necessary to comply with that law.

37.3 To the extent that any by-law is inconsistent with any law it is invalid.

38. Litigation

38.1 Any decision for the owners corporation to:

(a) Commence;

(b) cross claim or counter claim in; or

(c) appeal

proceedings or an action in any Court, Tribunal or other judicial or quasi judicial forum can only be made by a Special Resolution of the owners. This by-law does not apply in respect of any proceedings or action by the owners corporation to recover arrears of strata levies from an owner.

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39. Maintenance Contract

39.1 The owners corporation is responsible for the maintenance of the building, including the common property and it must enter into maintenance and service contracts relating to the maintenance of the building ("service contracts"') with specialist consultants or contractors.

39.2 Without limiting by law 39.1, the owners corporation must maintain at all times current service contracts in respect of:

(a) mechanical ventilation;

(b) air conditioning;

(c) hydraulics;

(d) lifts;

(e) fire safety services; and

(f) essential services

in the building

39.3 The owners corporation must ensure that the building is regularly inspected, serviced and repaired by specialist consultants or contractors, under service contracts, at intervals considered necessary or prudent by those specialists.

40. Overcrowding

40.1 The owner or occupier of a lot must ensure that the number of persons who reside in the lot, and sleep overnight in the lot for more than four (4) consecutive nights, does not exceed twice the number of Bedrooms in the lot, meaning –

(a) in a one (1) Bedroom lot only two (2) adults may reside;

(b) in a two (2) Bedroom lot only four (4) adults may reside; and

(c) in a three (3) Bedroom lot only four (6) adults may reside.

40.2 Pursuant to Regulation 36 in the *Strata Schemes Management Regulations 2016*, By-law 40.1 above does not apply to an owner or occupier of a lot who is a Resident of the lot and their Relatives.

40.3 The owner of a lot must include in any lease or license or other document, which grants rights of occupation to the lot ("tenancy agreement") a clause in the tenancy agreement, which has the effect of this by-law.

40.4 If the occupier of a lot commits a breach of this by-law, the owner must take immediate steps to terminate the lease, sub-lease, licence or sub-licence and the occupation of the lot in accordance with the tenancy agreement.

40.5 This by-law operates in addition to and not in derogation of any rights, duties or obligations arising under any provision of, or instrument issued under, any of:

(a) the *Environmental Planning & Assessment Act 1979* (and Regulations under it), or any Act or Regulations replacing the same;

(b) the *Strata Schemes (Leasehold Development) Act 1986* or the *Strata Schemes Management Act 2015* (and Regulations thereunder) or any Act or Regulations replacing the same; and

(c) generally at law.

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40.6 In this by-law:

"**Bedroom**" means is a room approved for use as a bedroom under, or indicated as a bedroom in any plans the subject of, a planning approval and includes any other room prescribed by the regulations as a bedroom for the purposes of this section. A bedroom does not include a lounge room, dining room, family room, rumpus room, bathroom, kitchen, laundry, balcony, courtyard, or terrace area (whether or not enclosed).

"**Resident**" means an owner or occupier who permanently resides in the lot and that lot is the owner or occupier's principal place of residence for a continuous period of not less than 3 months.

"**Relatives**" means a person related to a Resident in a lot, being –

(a) a parent, guardian, grandparent, son, daughter, grandchild, brother, sister, uncle, aunt, or cousin of a Resident of a lot; or

(b) a spouse or defacto partner of the Resident of a lot; or

(c) a relative of the Resident's defacto partner; or

(d) a carer of, or is cared for by, the Resident of a lot.

41. Security

41.1 The owners corporation must engage security personnel to patrol and keep secure the common property outside the usual business hours of the caretaker appointed under by-law 28.

42. Annual Certification

42.1 At each Annual General Meeting the Owners Corporation shall vote to confirm the engagement of a suitably qualified contractor(s) to undertake:

1. fire protection maintenance and annual certification
2. lift maintenance and annual certification;
3. air-conditioning maintenance and annual certification.
4. storm water quality treatment facilities certification.

43. Adaptable Lot

43.1 In the event that an owner of an adaptable lot converts the lot to an adapted lot, the owner corporation must, at its cost, install electro-magnetic devices to the nearest garbage chute room door to comply with AS1428.

44. Fire Sprinklers and Restriction on Storeroom

44.1 The Owners Corporation, an owner or occupier of a lot must at all times comply with the relevant Australian Standards and Fire Brigade requirements in regard to fire sprinklers.

44.2 An owner or occupier of a lot must not keep any storage goods or materials in their respective storeroom above a line which is 500mm below any fire sprinkler leads.

45. Wastewater and Stormwater Treatment Devices

45.1 The Owners Corporation is required to ensure that the wastewater and stormwater treatment devices (including drainage system, sumps and traps) (if applicable) are regularly maintained in order to remain effective.

45.2 The Owners Corporation shall ensure that all solid and liquid wastes collected from the devices during maintenance shall be disposed of in a manner that does not pollute water and in accordance with the Protection of the Environment Operations Act 1997 and all appropriate Environmental Guidelines.

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45.3 The Owners Corporation must comply with its obligations under the Strata Schemes Management Act 2015 and ensure that the stormwater drainage system (including all pits, pipes, absorption, detention structure, treatment devices, infiltration system and rainwater tanks) shall be regularly cleaned, maintained and repaired to ensure efficient operation of the system from time to time. The system shall be inspected after every rainfall event to remove any blockage, silt, debris, sludge and the like in the system. All solid and liquid waste that is collected during maintenance shall be disposed of in a manner that complies with the appropriate Environmental Guidelines.

46. Prohibited Materials in Toilets

46.1 The owner or occupier of a lot must not flush any items other than human waste and toilet paper down the toilet, including without limit nappies, sanitary items, wet wipes including body cleaning wipes, cleaning wipes, nappy wipes, make up wipes and 'flushable wipes'.

46.2 The Owners Corporation shall have the power, in addition to those upon it by the Strata Schemes Management Act 2015 to recover the costs associated with or arising from the repair and damages caused or contributed to by the owner or occupier of a lot's contravention of this by-law including the power to recover the costs of exercising any power pursuant to this by-law from that owner or occupier.

47. Commercial/Retail Services and Facilities

47.1 Where services or facilities are provided to only one or some of the commercial/retail lot owner(s) in the strata scheme including but not limited to grease trap and kitchen exhaust systems, that lot owner is responsible for cleaning and maintaining those services or facilities in good condition and any associated cost for the abovementioned cleaning and maintenance shall be divided In the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots in that respective building receiving that service or facility.

47.2 If the commercial/retail lot owner(s) fails to comply with clause 47.1 and the Owners Corporations incurs any costs in cleaning and maintaining those services or facilities, then the commercial/retail lot owner's share under this by-law for the particular service or facility is the proportion that the unit entitlement of that lot bears to the unit entitlement of all the commercial/retail lots In that respective building receiving that service or facility.

48. No Participation in On-Street Resident Parking Schemes

48.1 The owner or occupier of a lot are not eligible and must not participate in on-street resident parking schemes.

49. Use of Lot and Common Property By an Owner or Occupier

49.1 The owner or occupier of a lot shall not use or permit their residential strata lot to be used other than as a private residence for the owner and/or the owner's guests and visitors. Notwithstanding the foregoing, the owner or occupier of a lot may rent out their residential lot from time to time provided strictly that in no circumstances shall an owner or occupier of a lot rent out the residential lot for a period of less than three (3) months.

Special By-law No.1 – Smoke Penetration

(1) The owner or occupier of a lot must not Smoke, nor allow an Invitee to Smoke, on the common property.

(2) The owners corporation is empowered to install signage on the common property to reinforce to owners, occupiers and their invitees that all common property areas are smoke free.

(3) The owner or occupier of a lot, or an Invitee, when on a lot must take all Necessary Action to prevent smoke odour entering other lots and the common property.

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(4) If an invitee Smokes on the common property, the owner or occupier of the lot breaches this by-law unless:

(a) the owner or occupier did not know, or could not reasonably be expected to have known, that the invitee was smoking on the common property; or

(b) upon becoming aware that the invitee was smoking on the common property, the owner or occupier asked the invitee to cease smoking immediately or to leave the property immediately, and the invitee did so.

(5) If an invitee Smokes in a lot, and does not take all Necessary Action to prevent smoke odour entering other lots and the common property, the owner or occupier of the lot breaches this by-law unless:

(a) the owner or occupier did not know, or could not reasonably be expected to have known, that the invitee did not take all Necessary Action to prevent smoke odour entering other lots and the common property; or

(b) upon becoming aware that the invitee did not take all Necessary Action to prevent smoke odour entering other lots and the common property, the owner or occupier asked the Invitee to cease smoking immediately or to leave the property immediately, and the invitee did so.

(6) In this by-law:

"**Necessary Action**" means –

(a) Where an owner, occupier or invitee on a lot is in close proximity to other lots and / or the common property, the owner, occupier or invitee must not Smoke.

(b) Where smoke odour from a cigarette or any other smoking implement enters into other lots and / or the common property, the owner, occupier or invitee on the lot must not Smoke.

(7) "**Smoke**" means hold or otherwise have control over ignited tobacco or any other product that is intended to be smoked, including the practice of inhaling and exhaling the vapour produced by an electronic cigarette or similar device.

Special By-law No.2 – Building Works

Purpose of By-law

(1) This by-law is made for purposes of managing, regulating and controlling the carrying out of Building Works within an Owner's lot which affects, impacts, enhances, improves and / or adds value to the Owner's lot and/or the common property, and affects the common property and/or impact on an Owner or occupier of a lot.

(2) This by-law puts an Owner on notice as to how Building Works should be performed within a lot and the common property.

(3) This by-law distinguishes between different types of Building Works, namely Cosmetic Works, Minor Renovations and Major Renovations that have an impact on the common property of the scheme.

Request made to carry out Building Works constitutes consent to conditions of by-law

(4) The Owner upon making a request to carry out Building Works on and in their lot, and on so much of the common property as is necessary, consents to terms and conditions imposed under this by-law.

Retrospective application for unauthorised Building Works

(5) Where any Building Works were undertaken by an Owner before this by-law was made, and no by-law has been made in respect of the Building Works undertaken, then any conditions of this by-law concerning repair and maintenance and liability and indemnity will also apply to those Building Works.

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Building Works authorised under this by-law do not confer special privileges or rights to common property

(6) The Building Works covered under this by-law require the written consent as specified under this by-law and does not confer special privileges to keep the Building Works on the common property, nor does it confer any rights to exclusive use of the common property.

(7) The Owners Corporation may at any time request the removal of an item installed under this by-law (at the Owner's expense) should the Owner not meet the conditions of this by-law, or should the Owners Corporation require use or access to the common property affected by the item installed under this by-law.

CONDITIONS

The Application Process

(i) Cosmetic Works

(8) Where an Owner of a lot intends to carry out Cosmetic Works, no notice need be given to the Owners Corporation and no consent is required.

(9) Any Cosmetic Works undertaken by an Owner shall be the Owner's responsibility and the Owner must repair and maintain the Cosmetic Works undertaken as required from time to time.

(ii) Minor Renovations

(10) Where an Owner intends to carry out Minor Renovations within a lot, the Owner must obtain the prior written approval of the strata committee of the Owners Corporation.

(11) The Owner must submit an application in writing to both the strata managing agent and the Secretary of the strata committee of the Owners Corporation.

(12) The application must be made in accordance with **Annexure A** to this by-law "**Application To Perform Building Works**" prior to such Minor Renovations being approved by the strata committee of the Owners Corporation (excluding Cosmetic Works which require no notification and no consent).

(13) The strata committee must within 21 days from receipt of the application approve or reject the application of the Owner.

(14) Where the strata committee rejects the application, it must provide reasons to the Owner in writing.

(15) If the strata committee does not respond to the application within 21 days, approval is deemed to be granted pursuant to the conditions in this by-law

(16) The strata committee may request clarification, further information and/or certification in respect of any Minor Renovations proposed by an Owner under this by-law, and an Owner must provide such information, clarification and/or certification prior to obtaining approval.

(17) An Owner must not commence any Minor Renovations on their lot or the common property until such information, clarification and/or certification (as may be required by the strata committee of the Owners Corporation) is provided and approved.

(iii) Major Renovations and Building Works that require any local or statutory authority consent

(18) Where an Owner intends to carry out Major Renovations within a lot, or where any Building Works require the written approval from a relevant consent authority under the *Environmental Planning and Assessment Act 1979* and / or any other relevant statutory authority whose requirements apply to performance of the Building Works, a Common Property Rights By-law for Lot Building Works must be passed at general meeting of the Owners Corporation pursuant the Act (or any subsequent legislation) and must be registered on the common property Certificate of Title of the Owners Corporation.

(19) The Owner must also submit an application in accordance with **Annexure A** to this By-law, along with the proposed Common Property Rights By-law for Lot Building Works for approval of the Owners Corporation.

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(20) If an architect or other design consultant is involved, then the nature and scope of the Building Works will be readily ascertainable from the drawings prepared by that person. A copy of any drawings may be annexed to and form part of the Common Property Rights By-law for Lot Building Works.

(21) The Owner must pay all of the reasonable costs of the Owners Corporation incurred in connection with the passing and registration of any Common Property Rights By-law for Lot Building Works.

(22) The Owners Corporation may refuse to execute any document relating to the registration of this by-law or local authority development application documents until such time as the Owner pays those costs.

Building Works Items List

(23) The Owners Corporation is empowered to create and implement a "**Building Works Items List**" as outlined in **Annexure B** to this By-law, which categorises the different types of Building Works as described in this by-law, which will be authorised pursuant to the conditions in this by-law.

(24) The strata committee of the Owners Corporation may amend this Building Works Items List from time to time by ordinary resolution.

Lot Register of Building Works

(25) A "**Lot Register of Building Works**" shall be kept by the strata managing agent and an Owner of a lot is responsible to ensure that the strata managing agent is notified of all Building Works undertaken on a lot and that all Building Works be included and updated on the Lot Register.

Conditions Applicable to all Minor Renovations or Major Renovations

(i) Hours of Works

(26) The Owner must perform the Building Works as prescribed by the local authority, or during such other times as may be approved by the Owners Corporation.

(ii) Compliance with Codes

(27) The Owner when performing the Building Works must comply with all directions, orders and requirements of all relevant statutory authorities and must ensure and be responsible for compliance with such directions, orders and requirements by the Owner's servants, agents and contractors.

(28) The Owner when performing the Building Works must ensure compliance with the standards as set out in the Building Code of Australia (BCA) or any other standards as required by the Owners Corporation, current at the time the Building Works are undertaken.

General Conditions

(29) The Owner must ensure that duly licensed and insured contractors complete the Building Works in a proper and workmanlike manner.

(30) The Owner must ensure that any party engaged to carry out the Building Works is briefed on requirements as detailed in this by-law.

(31) Prior to commencing the Building Works, the Owner must provide the Owners Corporation with the estimated duration of the Building Works.

(32) Building Works must be undertaken in such a way as to cause minimum disturbance or inconvenience to the lots or their occupiers and owners.

(33) The Owner must keep all areas of the building outside their lot clean and tidy throughout the performance of the Building Works.

(34) The Owner must ensure that no building materials are stored on common property without the permission of the Owners Corporation.

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(35) The Owner must transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation.

(36) Work inside the lot must only occur when the door between the lot and the common property is completely closed.

(37) The Owner must ensure that the corridor serving the lot is protected from dust, noise and damage for the duration of the Building Works.

(38) The Owner must ensure that any carpeted area is protected by the use of floor protection and kept clean during any Building Works.

(39) The Owner must repair promptly any damage caused or contributed to by Building Works, including damage to the property of the Owners Corporation and the property of the Owner or occupier of another lot in the strata scheme.

Owner's Enduring Obligations

(i) Maintenance and Repair

(40) Where an Owner undertakes any Building Works under this by-law, the Owner of a lot must, at the Owner's cost, properly maintain and keep the Building Works in a state of good and serviceable repair and must replace the Building Works (or any part of them) as required from time to time.

(41) If the Owner removes the Building Works or any part of the Building Works undertaken under this by-law, the Owner must, at the Owner's own cost, restore and reinstate the common property to its original condition.

(ii) Liability and Indemnity

(42) Where an Owner undertakes any Building Works under this by-law, the Owner indemnifies the Owners Corporation against:

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Building Works;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Building Works;

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Building Works; and

(d) liability under ***section 122 (6)*** of the ***Strata Schemes Management Act 2015*** in respect of repair of the common property attached to the Building Works.

(43) To the extent that ***section 106 (3)*** of the ***Strata Schemes Management Act 2015*** is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Building Works performed under this by-law.

(iii) Repair of Damage

(44) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Building Works no matter when such damage may become evident.

(45) Any loss and damage suffered by the Owners Corporation as a result of making and using the Building Works, including failure to maintain, renew, replace or repair the Building Works as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand.

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Breach of By-law

(46) The Owners Corporation reserves the right to replace or rectify the Building Works or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this by-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

Defined Terms and Interpretation

(47) "**Building Works**" means the Cosmetic Works, Minor Renovations and / or Major Renovations undertaken on a lot and that have an impact on the common property of the scheme.

(48) "**Cosmetic Works**" means aesthetic works as defined in section 109 of the *Strata Schemes Management Act 2015* and as specified in the Building Works Items List annexed to this by-law.

(49) "**Minor Renovations**" means work items as defined in section 110 of the *Strata Schemes Management Act 2015*, under Regulation 28 of the *Strata Schemes Management Regulations 2016 and* as specified in the Building Works Items List annexed to this by-law.

(50) "**Owner**" means any owner or owners of a lot from time to time on the strata plan and include any subsequent or future owner or owners of a lot within the scheme.

(51) "**Major Renovations**" means works that involve structural changes, work that changes the external appearance of a lot, work involving waterproofing, work for which consent or another approval is required under any other Act, and as specified in the Building Works Items List annexed to this by-law.

(52) In this by-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this by-law;

(b) words importing the singular include the plural and visa versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(53) This by-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this by-law prevails.

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Annexure A

APPLICATION TO PERFORM BUILDING WORKS

To the Secretary & strata managing agent

I/We the Owner(s) of Lot hereby give notice to the Owners Corporation care of the Strata Managing Agent and Secretary of intention to undertake Building Works to my/our lot.

1. Detail of Building Work to be undertaken, including type of work, materials to be used, method of installation, and proposed location:

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

2. Name of Contractor .....

3. Contractor's Licence No.....

4. Details of Contractors All Risks Insurance.....
.....

5. Is Council approval required: Yes/No

6. If yes, has application been made for Development Approval.....

7. Date works intend to start.....

8. Duration of works (Timetable of major components of works).....

.....
.....

9. **I have read Building Works Bylaw and acknowledge that no work may commence unless approved in writing as required under the Building Works By-law.**

10. **I acknowledge that any Building Works undertaken may be subject to special conditions as required by the Owners Corporation and I shall abide by these special conditions.**

Signature of Owner.....

Date.....

Received by Owners Corporation.....

Name & Date.....

(Note: Must use one form for each tradesperson/contractor engaged to undertake Building Works)

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Annexure B

BUILDING WORKS ITEMS LIST

CATEGORIES OF BUILDING WORKS

The **Building Works Bylaw** puts Owners on notice as to how "Building Works" should be performed within a lot and the common property.

This By-law distinguishes between different types of "Building Works", namely Cosmetic Works, Minor Renovations and Major Renovationsthat have an impact on the common property of the strata scheme.

Below is a list of items that have been categorised into the different types of Building Works as described in the **Building Works Bylaw**

Cosmetic Works

(i) Work for the following purposes is prescribed as cosmetic works pursuant to s109 (2) of *Strata Schemes Management Act 2015*:

(a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls

(b) installing or replacing handrails

(c) painting

(d) filling minor holes and cracks in internal walls

(e) laying carpet

(f) installing or replacing built-in wardrobes

(g) installing or replacing internal blinds and curtains

(ii) Additional Work for the following purposes is prescribed as cosmetic works under this by-law and pursuant to section 109 (4) of the *Strata Schemes Management Act*:

(a) Wallpapering walls and other surfaces within the lot

(b) Repair and replacement of window and door jambs, locks and handles

(c) Sanding, staining and polishing existing floor boards installed on the lot

(d) Replacing bathroom, kitchen and laundry tapware or other removable items

Minor Renovations

(i) Work for the following purposes is prescribed as minor renovations pursuant to s110 (3) of *Strata Schemes Management Act 2015*:

(a) renovating a kitchen

(b) changing recessed light fittings

(c) installing or replacing wood or other hard floors

(d) installing or replacing wiring or cabling or power or access points

(e) work involving reconfiguring walls (excluding structural or load bearing walls)

(ii) Work for the following purposes is prescribed as minor renovations pursuant to Regulation 28 of the *Strata Schemes Management Regulations 2016*:

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(a) removing carpet or other soft floor coverings to expose underlying wooden or other hard floors

(b) installing a rainwater tank

(c) installing a clothesline

(d) installing a reverse cycle split system air conditioner

(e) installing double or triple glazed windows

(f) installing a heat pump

(g) installing ceiling insulation

(iii) Additional Work for the following purposes is prescribed as minor renovations under this by-law and pursuant to section 110 (6) (a) of the *Strata Schemes Management Act*:

(a) Installing any other type of air-conditioner/system

(b) Installing false ceilings

(c) Installing security systems / alarms

(d) Installing fixtures to internal surfaces of common property walls

(e) Installing Foxtel or PayTV connection

(f) Installing new plumbing, gas and electrical equipment and services

Major Renovations

(a) Works involving alteration or interference of the structure, support or shelter of the building, including any structural beams and/or props erected to maintain the distribution of the building loads

(b) Works involving removal or addition of any structural elements to the building requiring local authority development approval, including but not limited to, enlarging openings, forming new openings, installing external structures, removal of common property walls in whole or in part within a lot.

(c) Works involving changes the external appearance of a lot, including the installation of an external access ramp.

(d) Works involving waterproofing on the lot, including waterproofing the bathroom, kitchen and/or laundry floors of the lot or waterproofing the bathroom, kitchen and/or laundry walls located on a common wall within the lot.

(e) Any works, including Minor Renovations mentioned above, which require consent or development approval of Council and any other Authority.

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A. Storage on Car Parking Spaces

An Owner or Occupier must not:

(a) use a Car Parking Space for any other purpose than parking a working motor vehicle, motorcycle or other vehicle approved by the Owners Corporation;

(b) use any Car Parking Storage Unit other than for domestic storage;

(c) store any garbage, recyclable material or flammable materials within the Car Parking Space or Car Parking Storage Unit;

(d) do anything on the Car Parking Space or within any Car Parking Storage Unit which causes damage or unreasonable interference with any neighbouring Lot or common property; and

(e) not install a gas or electrical fitting or equipment in the Car Parking Space or Car Parking Storage Unit without the written consent of the Owners Corporation.

B. Common Property Rights to install a Car Parking Storage Unit

This Common Property Rights By-law confers on the Owner Special Privileges to install a Car Parking Storage Unit on their Lot and so much of the common property that is necessary for the benefit of that Owner and assigns responsibility for the repair and maintenance of the Car Parking Storage Unit installed in accordance with the conditions in this Common Property Rights By-law.

C. Grant of Special Privileges

(1) On the conditions set out in this Common Property Rights By-law, the Owners Corporation provides its consent for the Special Privileges granted to the Owner.

(2) The Owner must not install a Car Parking Storage Unit except in accordance with the conditions in this by-law.

D. Before Installing the Car Parking Storage Unit

(1) The Owner must obtain approval for the installation of the Car Parking Storage Unit from:

(a) the strata committee of the Owners Corporation;

(b) the relevant consent authority under the *Environmental Planning and Assessment Act 1979* (if required); and

(c) any other relevant statutory authority whose requirements apply to the installation of the Car Parking Storage Unit.

(2) The Owner must submit to the Owners Corporation any documents reasonably required by the Owners Corporation relating to the installation of the Car Parking Storage Unit, including:

(a) further specifications of the Car Parking Storage Unit s;

(b) the signed consent form agreeing to the terms and conditions of this Common Property Rights By-law;

(c) details of the contractor installing the Car Parking Storage Unit; and

(d) copy of the certificate of currency for the all-risk insurance policy of the principal contractor to be engaged to install the Car Parking Storage Unit, which must include evidence of public liability cover of not less than $10,000,000.00 in respect of any claim.

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E. Installation of the Car Parking Storage Unit

(1) The Owner must ensure that the Car Parking Storage Unit:

(a) be a colour, style and made of material that is consistent with the existing storage units on the scheme and must be in keeping with the appearance of the scheme.

(b) not cause the vehicle to overhang the car space at any point in time.

(c) is wholly within the boundary of the Lot and does not prevent access to any other lot and/or areas of common property including any walkways, services or any access to building features that require maintenance, except where the adjoining owner and/or Owners Corporation have given written consent for this purpose.

(d) the costs for any rerouting of sprinklers in the Lot Car Parking Space due to the installation of a Car Parking Storage Unit is at the cost of the Lot Owner.

(e) If installed in the middle of the parking garage (not against a wall), a margin open of 30 cm on both sides of the Car Parking Storage Unit is maintained so that other owners, occupiers and their invitees can access the common property walkways within the car parking area.

(f) does not cover the whole lot car parking space or impede on open car doors for adjoining lot car parking spaces.

(g) does not block the drain against any adjoining wall.

(2) When installing the Car Parking Storage Unit, the Owner must:

(a) transport all construction materials, equipment, debris and other material, in the manner reasonably directed by the Owners Corporation;

(b) protect all areas of the building outside their Lot from damage by the installation of the Car Parking Storage Unit or the transportation of construction materials, equipment and debris;

(c) keep all areas of the building outside their Lot clean and tidy throughout the installation of the Car Parking Storage Unit;

(d) only install the Car Parking Storage Unit at the times approved by the Owners Corporation or the standard hours as provided by the local authority;

(e) not create noise that causes unreasonable discomfort, disturbance or interference with activities of any other occupier of the building;

(f) remove all debris resulting from the installation of the Car Parking Storage Unit immediately from the building;

(g) comply with the requirements of the Owners Corporation to comply with any by-laws and any relevant statutory authority concerning the installation of the Car Parking Storage Unit; and

(h) repair promptly any damage caused or contributed to by Car Parking Storage Unit, including damage to the property of the Owners Corporation and the property of the owner or occupier of another Lot in the strata scheme.

(3) The Owner must ensure that the installation of the Car Parking Storage Unit shall be done:

(a) in a proper and workmanlike manner and by duly licensed insured contractors; and

(b) in accordance with any documents approved by the Owners Corporation and local authority (if required).

(4) The Owner must ensure that the installation of the Car Parking Storage Unit complies with the standards as set out in the Building Code of Australia (BCA) current at the time the Car Parking Storage Unit is installed.

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F. Maintenance and Repair

(1) The Owner must, at the Owner's expense properly maintain the Car Parking Storage Unit and keep it in a state of good and serviceable repair and when necessary renew or replace any fixtures or fittings comprised in the Car Parking Storage Unit as required from time to time.

(2) If the Owner removes the Car Parking Storage Unit or any part of the Car Parking Storage Unit, the Owner must at the Owner's own expense, restore and reinstate the common property as close to its original condition as possible, including infilling any holes or markings caused by the installation.

(3) If the Owner's lot is sold or let to a new occupier and the new Owner or occupier's car overhangs the car space due to the installation of a Car Parking Storage Unit, the Car Parking Storage Unit must be removed and all expenses in respect of its removal and reinstatement of the common property will be the responsibility of the Owner.

G. Liability and Indemnity

(1) The Owner indemnifies the Owners Corporation against –

(a) any legal liability, loss, claim or proceedings in respect of any injury, loss or damage to the common property, to other property or person to the extent that such injury, loss or damage arises from or in relation to the Car Parking Storage Unit;

(b) any amount payable by way of increased insurance premiums by the Owners Corporation as a direct result of the Car Parking Storage Unit;

(c) any amount payable by way of increased fire safety compliance or local authority requirements as a direct result of the Car Parking Storage Unit;

(d) liability under section 122(6) of the *Strata Schemes Management Act 2015* in respect of repair of the common property attached to the Car Parking Storage Unit.

(2) To the extent that section 106 (3) of the *Strata Schemes Management Act 2015* is applicable, the Owners Corporation determines it is inappropriate for the Owners Corporation to maintain, renew, replace or repair the Car Parking Storage Unit installed under this Common Property Rights By-law.

H. Repair of Damage

(1) The Owner must, at the Owner's expense, make good any damage to the common property caused as a result of the Car Parking Storage Unit no matter when such damage may become evident.

(2) Any loss and damage suffered by the Owners Corporation as a result of installing and using the Car Parking Storage Unit, including failure to maintain, renew, replace or repair the Car Parking Storage Unit as required under this by-law, may be recovered from the Owner as a debt due to the Owners Corporation on demand with interest at the rate of 10% per annum until the debt is paid.

I. Breach of By-law

The Owners Corporation reserves the right to replace or rectify the Car Parking Storage Unit or remediate any loss or damage to the common property of the Owners Corporation caused by the Owner's breach of the conditions in this Common Property Rights By-law, if that breach is not rectified within 30 days of service of a written notice from the Owners Corporation requiring rectification of that breach.

J. Defined Terms and Interpretation

(1) "**Act**" is the *Strata Schemes Management Act 2015*.

(2) "**Car Parking Space**" means a lot car parking space as assigned under the strata plan or via a common property rights by-law.

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(3) "**Car Parking Storage Unit**" means the alterations and additions undertaken by an Owner (at the Owner's cost and to remain that Owner's fixtures) to install a either a free standing storage unit within a Car Parking Space, or an over-bonnet style storage unit for a Car Parking Space against a wall, without allowing any vehicle to overhang from the Car Parking Space onto the common property area.

(4) "**Lot**" is all lots on the strata scheme.

(5) "**Owner**" means the owner or owners of the Lot from time to time on strata plan no.98140.

(6) "**Special Privileges**" means the privilege to alter and add to the common property by installing a Car Parking Storage Unit that affect the common property and appearance of the Lot car parking space.

(7) In this Common Property Rights By-law, unless the context otherwise requires:

(a) headings do not affect the interpretation of this Common Property Rights By-law;

(b) words importing the singular include the plural and visa versa;

(c) words importing a gender include any gender;

(d) words defined in the Act have the meaning given to them in the Act; and

(e) references to legislation includes references to amending and replacing legislation.

(8) This Common Property Rights By-law applies in conjunction with any existing relevant by-laws of the scheme, however to the extent of any inconsistency with the existing registered by-laws, this Common Property Rights By-law prevails.

The seal of The Owners-Strata Plan No 98140 was affixed on 21/5/20 in the presence of the following person(s) authorised by section 273 Strata Schemes Management Act 2015 to attest the affixing of the seal

Signature(s): .....

Name(s) [use block letters]: ZOHRA AZIZ

Authority: STRATA MANAGER

THE OWNERS - STRATA PLAN NO. 98140 Common Seal

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

Z.A

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Approved Form 10

Certificate re Initial Period

The owners corporation certifies that in respect of the strata scheme:

*that the initial period has expired.

~~*the original proprietor owns all of the lots in the strata scheme and any purchaser under an exchanged contract for the purchase of a lot in the scheme has consented to any plan or dealing being lodged with this certificate.~~

The seal of The Owners - Strata Plan No 98140 was affixed on ^ 21/5/20 in the presence of the following person(s) authorised by section 273 *Strata Schemes Management Act 2015* to attest the affixing of the seal.

Signature: ..... Name: ZOHRA HAIDAR Authority: STRATA MANAGER

Signature: ..... Name: ..... Authority: .....

THE OWNERS - STRATA PLAN NO. 98140 Common Seal

^ Insert appropriate date
* Strike through if inapplicable.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS
1705

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Sewer Service Diagram

Application Number: 8004012017

METROPOLITAN WATER SEWERAGE AND DRAINAGE BOARD OPSM

SEWERAGE SERVICE DIAGRAM

Municipality of Warringah **No.** 516610

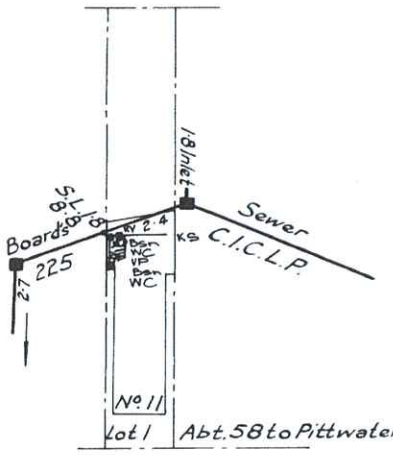
SYMBOLS AND ABBREVIATIONS

⌑	Boundary Trap	■ R.V.	Reflux Valve	I.P.	Induct Pipe	Bsn.	Basin
■	Pit	⊸	Cleaning Eye	M.F.	Mica Flap	Shr.	Shower
⊟ G.I.	Grease Interceptor	O Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊠	Gully	O V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊠ P.T.	P. Trap	O S.V.P.	Soil Vent. Pipe	W.C.	Water Closet	F.W.	Floor Waste
⊠ R.S.	Reflux Sink	D.C.C.	Down Cast Cowl	B.W.	Bath Waste	W.M.	Washing Machine
⊕	Inspection Shaft	[redacted]					

SEWER AVAILABLE

Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer





HOWARD AVE.

Scale 1 : 500

RATE No. W.C.s U.C.s 19

SHEET No. 7163 OFFICE USE ONLY For Engineer House Services

	DRAINAGE			PLUMBING	
W.C.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.		/ /	Date / /		
Shr.	Inspector		Outfall NS HL LL	Inspector	/ /
Bsn.	Examined by		Drainer	529-042 811-433	
K.S.			Plumber	1445 413	
T.		/ /	Boundary Trap ■/is not required		
Plg.	Chief Inspector				
Dge. Int.					
Dge. Ext.	Tracing Checked	/ /			

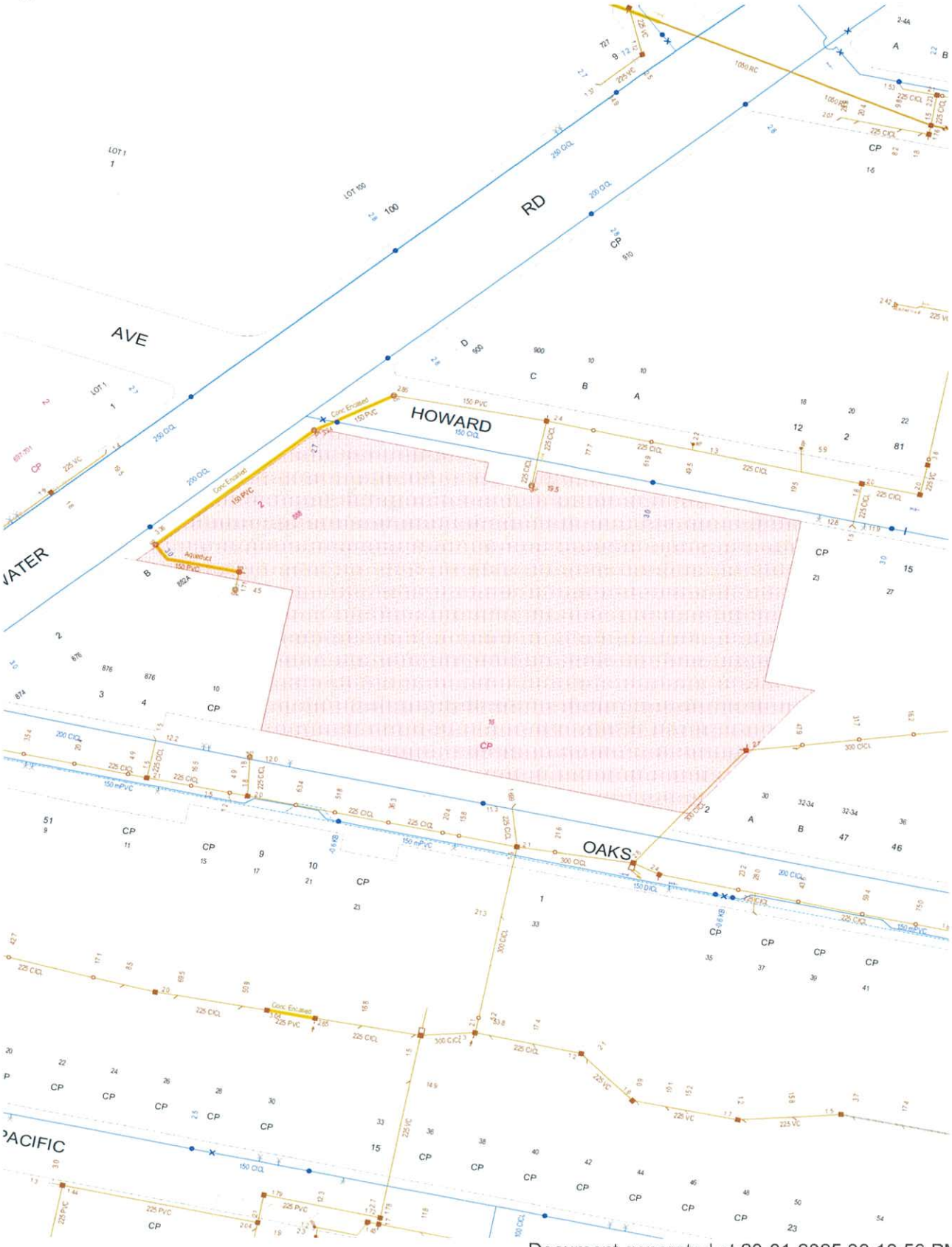
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Disclaimer
The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Sydney WATER

Service Location Print

Application Number: 8004012020



Document generated at 20-01-2025 03:10:56 PM

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer

- Sewer Main (with flow arrow & size type text) — 225 PVC
- Disused Main
- Rising Main
- Maintenance Hole (with upstream depth to invert) — 1.7
- Sub-surface chamber
- Maintenance Hole with Overflow chamber
- Ventshalft EDUCT — VSE
- Ventshaft INDUCT — VS
- Property Connection Point (with chainage to downstream MH) — 10.0
- Concrete Encased Section — Concrete Encased
- Terminal Maintenance Shaft — TMS
- Maintenance Shaft — MS
- Rodding Point — RP
- Lamphole
- Vertical — VERT
- Pumping Station — SP0882
- Sewer Rehabilitation

Pressure Sewer

- Pressure Sewer Main
- Pump Unit (Alarm, Electrical Cable, Pump Unit)
- Property Valve Boundary Assembly
- Stop Valve
- Reducer / Taper
- Flushing Point — FP

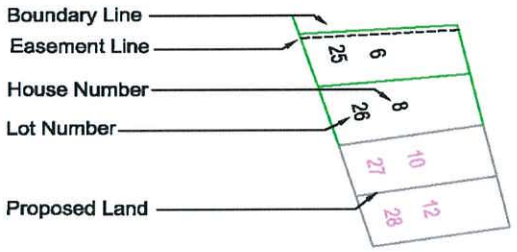
Vacuum Sewer

- Pressure Sewer Main
- Division Valve
- Vacuum Chamber
- Clean Out Point

Stormwater

- Stormwater Pipe
- Stormwater Channel
- Stormwater Gully
- Stormwater Maintenance Hole

Property Details



Sydney Water Heritage Site (please call **132 092** and ask for the **Heritage Unit**)

Water

- WaterMain - Potable (with size type text) — 200 PVC
- Disconnected Main - Potable
- Proposed Main - Potable
- Water Main - Recycled
- Special Supply Conditions - Potable
- Special Supply Conditions - Recycled
- Restrained Joints - Potable
- Restrained Joints - Recycled
- Hydrant
- Maintenance Hole
- Stop Valve
- Stop Vale with By-pass
- Stop Valve with Tapers
- Closed Stop Valve
- Air Valve
- Valve
- Scour
- Reducer / Taper
- Vertical Bends
- Reservoir
- Recycled Water is shown as per Potable above. Colour as indicated

Private Mains

- Potable Water Main
- Recycled Water Main
- Sewer Main
- Symbols for Private Mains shown grey

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	**AC**	Asbestos Cement
BRICK	Brick	**CI**	Cast Iron
CICL	Cast Iron Cement Lined	**CONC**	Concrete
COPPER	Copper	**DI**	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	**DIPL**	Ductile Iron Polymeric Lined
EW	Earthenware	**FIBG**	Fibreglass
FL BAR	Forged Locking Bar	**GI**	Galvanised Iron
GRP	Glass Reinforced Plastics	**HDPE**	High Density Polyethylene
MS	Mild Steel	**MSCL**	Mild Steel Cement Lined
PE	Polyethylene	**PC**	Polymer Concrete
PP	Polypropylene	**PVC**	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	**PVC - O**	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	**RC**	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	**S**	Steel
SCL	Steel Cement (mortar) Lined	**SCL IBL**	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	**SPL**	Steel Polymeric Lined
SS	Stainless Steel	**STONE**	Stone
VC	Vitrified Clay	**WI**	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer
The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.