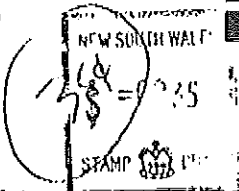
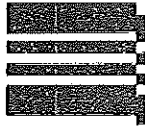


RPIC



STAMP DUTY



W128165

LEASE

REAL PROPERTY ACT, 1900
(To be lodged in duplicate)

A	1 of 1
\$ 83	

plan

DESCRIPTION
OF LAND
Note (a)

LAND of which LESSOR is registered proprietor		
Torrens Title Reference	If Part or Premises, See Note (a) (i)	Location
Volume 8500 Folio 177	WHOLE PART being that part of the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No. 406" hereinafter called the "demised premises" together with right of way and easement referred to in clauses 1 and 2 hereof.	COLLAROY
LESSOR Note (b) THE PROPRIETORS - STRATA PLAN 677		

LESSEE
Note (b)

(the abovenamed LESSOR) hereby leases to the LESSEE THE SYDNEY COUNTY COUNCIL of 570 George Street, Sydney	OFFICE USE ONLY OVER.
---	--------------------------

Note (c)

PRIOR
ENCUMBRANCES

Notes (d) and (h)

TERM
Note (c)

the land aboves described, subject to the following PRIOR ENCUMBRANCES

for a TERM of Fifty (50) years

commencing on 1/1/1985 and TERMINATING on 31/12/2034

OFFICE USE ONLY

31-12-2034

Perchance No
Receival No

Note (f)

Note (g)

(with an OPTION TO PURCHASE and/or an OPTION OF RENEWAL as set forth in clause(s) of SCHEDULE TWO hereto, together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto),

at a rental of Ten cents (\$0.10) per annum payable at the expiration of the said term (if demanded)

RENT
Note (f)

Note (h)

SUBJECT TO the covenants and provisions:

- (i) implied by sections 84 and 85 of the Conveyancing Act, 1919, as are not expressly negatived or modified herein;
- (ii) set forth in the Memorandum filed in the Registrar General's Office at Number 17/1985; and
- (iii) set forth in SCHEDULE TWO hereto, which covenants and provisions shall be deemed to be incorporated herein.

WILLIAMS & COMPANY PTY. LIMITED
MANAGING AGENTS

Lawrence M. Williams & Co. Management Pty. Ltd.

TO BE COMPLETED
BY LODGING PARTY
Notes (j) and (k)

OFFICE USE ONLY

LODGED BY BARTON PROPERTY SERVICES 17/1985 SYDNEY 2101 1985		LOCATION OF DOCUMENTS	
Delivery Box Number		CT	OTHER
Checked PQ			Herewith.
Paid EF11			In R.G.O. with
Signed CLP12			Produced by William Arnott Poole
REGISTERED 5-2-1986		Secondary Directions	
Registrar General		Delivery Directions	Dup LP CT 586K

3

ANNEXURE TO MEMORANDUM OF LEASE MADE THE 16th DAY OF APRIL 1988
BETWEEN THE PROPRIETORS - STRATA PLAN 677 AS LESSOR and THE SYDNEY COUNTY
COUNCIL AS LESSEE

SCHEDULE ONE HEREINBEFORE REFERRED TO

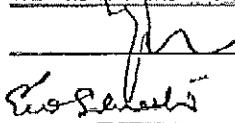
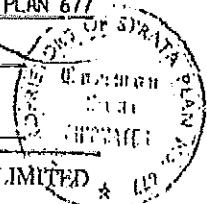
The Lessee shall have the benefit of the following rights and liberties:

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way (3.65 Wide and Variable)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.
2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Easement for Electricity Purposes (2 Wide and Variable)" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement PROVIDED HOWEVER that access for the Lessor its agents tenants or Licensees is not unnecessarily impeded and that the Lessee will make good any damage caused by the Lessee its officers servants workman agents and contractors to the right of way or easement or any other part of the Lessor's building.

SCHEDULE TWO HEREINBEFORE REFERRED TO

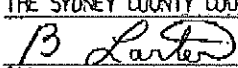
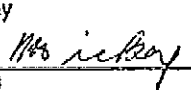
3. The covenants and powers implied in every Lease by virtue of Sections 84 and 85 of the Conveyancing Act 1919 shall not apply to or be implied in this Lease except insofar as the same or some part or parts thereof are included in the covenants hereinafter contained.
4. To the full effect of the covenants hereinafter shortly noted as the same are set forth in words at length in the second column of Part 2 of the Fourth Schedule to the Conveyancing Act 1919 (as amended):
 1. The Lessee covenants with the Lessor to pay rent.
 16. and will not assign or sublet without leave, no fine to be taken.
 21. and the Lessor covenants with the Lessee for quiet enjoyment.
5. The Lessee shall have full right and liberty with or without tools, materials, plant and other apparatus and vehicles for access to the demised premises for its officers, servants, workmen, agents and contractors at all times of the day and night during the term hereby created.

SIGNED FOR AND ON BEHALF OF
THE PROPRIETORS - STRATA PLAN 677



WEIGHT & COMPANY PTY. LIMITED
MANAGING AGENTS

(In Care of Mutual Strata Management Pty. Ltd.)

SIGNED FOR AND ON BEHALF OF
THE SYDNEY COUNTY COUNCIL


Attorney

Witness

2.

6. The Lessee may during the term hereby created install erect construct dismantle repair replace renew and maintain upon the demised premises such plant electricity conductors wires cables transformers and other apparatus for the transmission or storage of electric current or purposes incidental thereto and carry out such construction work therein as to effectively establish a substation for the supply and/or distribution of electricity.

7. The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers PROVIDED HOWEVER that in approving the connection of electrical loads to the substation the Lessee shall give priority to electrical loads which are located within the premises of the Lessor.

8. The Lessee shall have the right at the expiration or sooner determination hereof to take remove and carry away from the demised premises and the easement all cables fixtures fittings plant machinery and other equipment laid erected or brought by it on under and about such premises.

9. The Lessee shall meet all reasonable legal expenses incurred by the Lessor in connection with the preparation, stamping and registration of the within lease including the costs of obtaining the consent of any mortgagee.

10. The Lessor shall pay any rates and taxes which may be levied in respect of the demised premises or of the premises of which the demised premises forms part.

11. The Lessor shall maintain in a serviceable condition the right of way (and/or Right of Way and Easement) referred to on the plan annexed and any drainage system which may affect the demised premises.

12. The Lessor shall take all reasonable precautions to ensure any ventilation and air ducting provided for the demised premises are not obstructed or impaired.

13. The Lessor shall maintain in a satisfactory condition the building structure which encloses or forms part of the demised premises including any external doors, gates ventilation panels and external finishes and shall take all necessary action to ensure dry wall and floor conditions and structural stability. The Lessee will carry out cleaning and painting within the substation.

14. The Lessor shall not alter existing ground levels on or adjacent to the easement or the demised premises or permit the erection of any structure on above or below the easement referred to in Clause 2 hereof, without first obtaining the written consent of the Lessee.

SIGNED FOR AND ON BEHALF OF
THE PROPRIETORS - STRATA PLAN 677

SIGNED FOR AND ON BEHALF OF
THE SYDNEY COUNTY COUNCIL.

B. Larter
Attorney

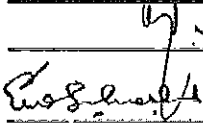
Witness M. J. Hays

WEIGHT & COMPANY PTY. LIMITED
SOLE AGENTS
for (Ind. Mtl. & Management Pty. Ltd.)

3.

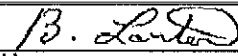
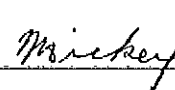
15. The Lessee shall indemnify and keep indemnified the Lessor from and against all actions suits claims and demands of whatsoever nature which may be brought against the Lessor and all costs charges and expenses which the Lessor may incur in respect of any accident and injury and/or damage to any person or property which may occur during the said term through any cause which may be consequent upon the use of the demised premises by the Lessee notwithstanding that the conditions and covenants herein contained or referred to shall in all respects have been observed by the Lessee or that any such accident injury and/or damage shall arise from any act or thing which the Lessee may be authorised or compelled to do in respect of the conditions attaching to this Lease PROVIDED HOWEVER that this indemnity shall not be deemed to cover any action suit claim demand cost charge or expense arising from negligence on the part of the Lessor its servants or agents.

SIGNED FOR AND ON BEHALF OF
THE PROPRIETORS - STRATA PLAN 677


E. S. Smith
MANAGING AGENTS

FAIRBRIGHT & COMPANY PTY. LIMITED
MANAGING AGENTS
(Incorporated in New South Wales)
Solely, Mutual Strata Management Pty. Ltd.)

SIGNED FOR AND ON BEHALF OF
THE SYDNEY COUNTY COUNCIL


B. Larter
Attorney
Witness 

B

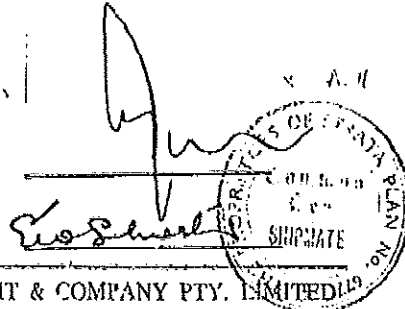
CERTIFICATE OF BODY CORPORATE

The Body Corporate of Strata Plan No. 677 hereby certifies:

1. The Common Property of the Strata Plan is being dealt with in accordance with a unanimous resolution of the Body Corporate passed at a duly convened meeting on the ~~Third~~ ^{Third} day of ~~May~~ ^{MAY} 1984.
2. The Body Corporate has determined that ~~and~~ ^{MR. A. HOGAN} shall be the person to countersign the affixing of the seal of Strata Plan No. 677
3. The initial period has ~~not~~ expired.
4. The requirements of Section 28 Subsection 3(a)(ii) of the Act have been complied with.

THE COMMON SEAL OF
THE PROPRIETORS - STRATA PLAN NO. 677
was hereto affixed on 14-11-1988

In the presence of ~~George S. Lister~~
ARTHUR HOGAN being the person(s) authorised
by section 55 of the Strata Titles Act,
1973, to attest the affixing of the seal



for WEIGHT & COMPANY PTY. LIMITED
MANAGING AGENTS
(inc. Mutual Strata Management Pty. Ltd.)



SHIRE OF WARRINGHAM
LOCALITY: COLLAROY

PLAN

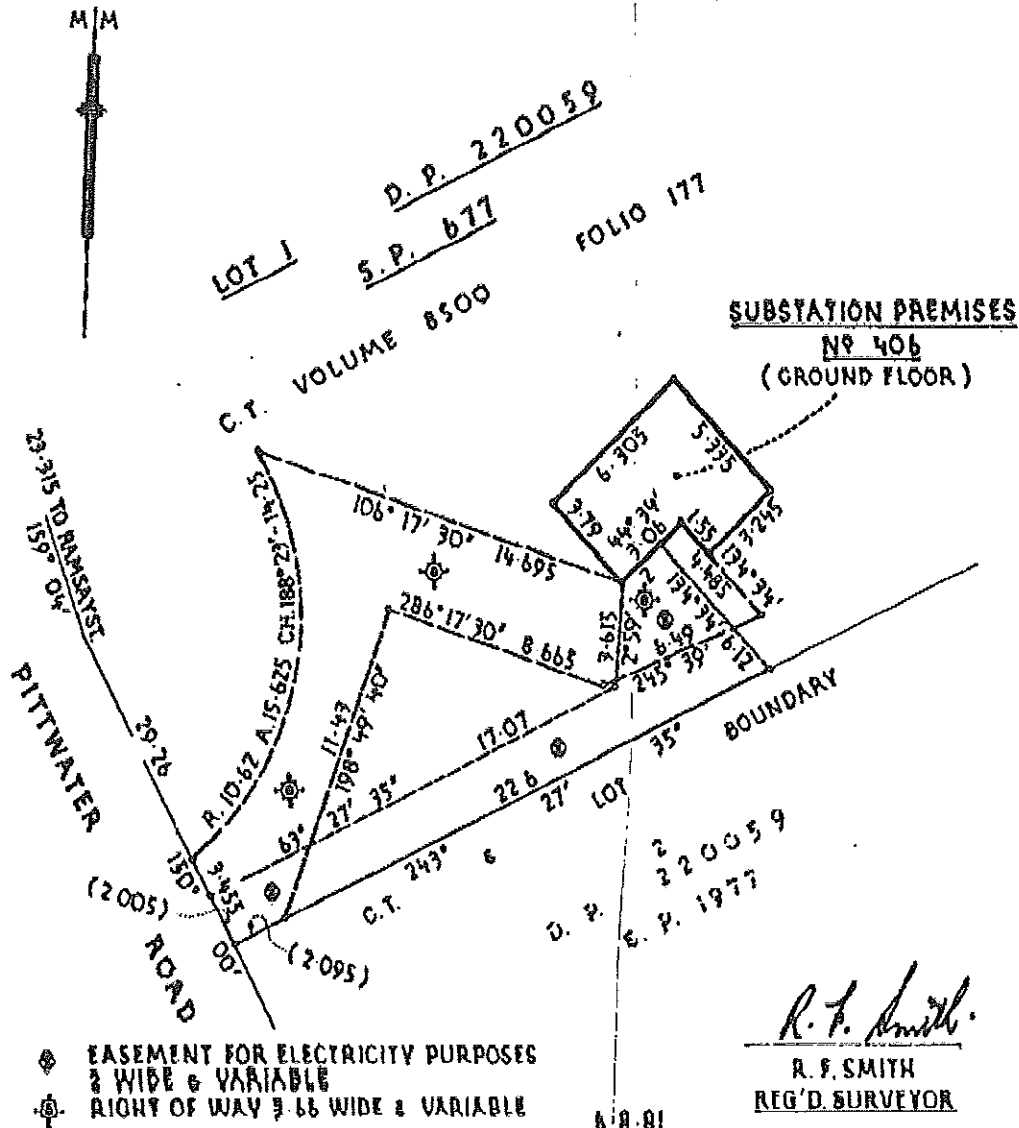
SHOWING SUBSTATION PREMISES NO 406, RIGHT OF WAY AND EASEMENT
FOR ELECTRICITY PURPOSES WITHIN CERT. OF TITLE VOL. 8500 FOL. 177
(BEING THE COMMON PROPERTY OF STRATA PLAN NO 677)

PARISH OF MANLY COVE

COUNTY OF CUMBERLAND

REDUCTION RATIO 1:200

THIS MARGIN IS TO REMAIN FREE OF NOTATION



♦ EASEMENT FOR ELECTRICITY PURPOSES
8 WIDE & VARIABLE
♦ RIGHT OF WAY 3.66 WIDE & VARIABLE

R. F. Smith.

R. F. SMITH
REG'D SURVEYOR

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED "A" REFERRED TO IN MEMORANDUM OF LEASE

BETWEEN THE SYDNEY COUNTY COUNCIL AND THE PROPRIETORS - STRATA PLAN 677

DATED

Signed for and on behalf of
THE SYDNEY COUNTY COUNCIL

Attorney

Witness

Signed for and on behalf of
THE PROPRIETORS - STRATA PLAN 677

Proprietors

LODGE WITH DRAFTER

20/12/85

Printed by: 1410.1

SAW/MACK.III/1120/V16-7/406/GRS

S.6667

DATE

16th April 1985

EXECUTION

We hereby certify this lease to be correct for the purposes of the Real Property Act, 1930.

Note (a)

Signed in my presence by the lessor who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature of Lessor

THE COMMON SEAL of
THE PROPRIETORS - STRATA PLAN NO. 677
was hereunto affixed on 14.11.85

In the presence of Barbara Schesler
ARTHUR KOON being the person(s) authorised
by section 55 of the Strata Titles Act,
1973, to attest the affixing of the seal



WRIGHT & COMPANY LIMITED
MANAGING AGENTS
(Incorporated in Strata Management No. 111)

Note (a)

Signed in my presence by the lessee who is personally known to me

Signature of Witness

Name of Witness (BLOCK LETTERS)

Address and occupation of Witness

Signature of Lessee

SIGNED SEALED AND DELIVERED for and on
behalf of THE SYDNEY COUNTY COUNCIL by
BRIAN LARTER
its duly constituted Attorney pursuant
to Power of Attorney registered Book
3550 No. 148 and I declare that I have
no notice of the revocation of the said
Power of Attorney in the presence of:

Witness

B Larter

Attorney (16-4-1985)

RPIC

INSTRUCTIONS FOR COMPLETION

Form RPIC is to be used for leases of the fee simple and for sub-leases where a folio of the Register has issued for the leasehold estate.

Use form RPIA for sub-leases where a folio of the Register has not issued for the leasehold estate.

This dealing should be stamped by the Commissioner of Stamp Duties before lodgment at the Registrar General's Office.

Typewriting and handwriting should be clear, legible and in permanent black non-copying ink.

Alterations are not to be made by erasure; the words rejected are to be ruled through and initialed by the parties to the dealing.

Rule up all blanks.

The following instructions relate to the side notes on the form.

(a) Description of land.

- (i) **TORRENS TITLE REFERENCE.**—Insert the current Folio Identifier or Volume and Folio of the Certificate of Title/Crown Grant for the land being leased, e.g. 135/SP12345 or Vol. 6514 Fol. 126.
 (ii) **PARTS/WHOLE.**—If part only of the land in the folio of the Register is being leased or the lease is of premises, delete the word "WHOLE" and insert the lot and plan number, reference to plan annexed, portion, &c., or adequate description of premises leased, e.g. all those premises known as 35 Nana Street, Ryde, erected on the said land.
 Evidence of council approval is not required to a subdivision by lease unless the term exceeds 5 years, or the lease contains an option of renewal which extends the term beyond a 5 years period.
 See also sections 32F and 32FAA, Local Government Act, 1989.

- (iii) **LOCATION.**—Insert the locality shown on the Certificate of Title/Crown Grant, e.g. at Ryde. If no locality is shown, insert the Parish and County, e.g. FH, Lismore Co. Ross.

(b) Show the full name, address and occupation or description.

- (c) Delete if only one lessee. If more than one lessee, delete either "joint tenants" or "tenants in common", and, if the lessees hold as tenants in common, state the shares in which they hold.

- (d) In the memorandum of encumbrances, state only the registered number of any mortgage, lease or charge (except where the consent of the mortgagee, lessee or chargee is furnished), and of any writ to which this lease is subject.

- (e) Insert the term of the lease, e.g., 4 years commencing on 1/11/1979 and TERMINATING on 10/11/1993.

- (f) Strike out such words as are not applicable. If an option to purchase or an option of reversion is included in the lease, the relevant clause in SCHEDULE TWO, in which it appears, should be shown and the option should be set out in full in SCHEDULE TWO.

- (g) Strike out such words as are not applicable.

- (h) Strike out whichever does not apply.

- (i) Show terms of rent and method of repayment.

- (j) Insert the name, postal address, Document Exchange reference, telephone number and delivery box number of the lodging party.

- (k) The lodging party is to complete the LOCATION OF DOCUMENTS panel. Place a tick in the appropriate box to indicate the whereabouts of the Certificate of Title and, where appropriate, duplicate registered Lease. List, in an abbreviated form, other documents lodged, e.g., stat. dec. for statutory declaration.

- (l) Any easement, exception, right, &c., intended to be granted or reserved should be set out in full in SCHEDULE ONE. If not applicable, rule through this space.

- (m) This space on the lease form may be used for the insertion of additional covenants.

- (n) If the space is insufficient, use insert sheets of the same size and quality of paper and having the same margins as the lease form. Each such insert sheet must be signed by the parties and attesting witnesses.

(o) Execution.

- GENERALLY** (i) Should there be insufficient space on the form for execution of the lease, use an enclosure sheet.
 (ii) The certificate of correctness under the Real Property Act, 1900 must be signed by all parties to the lease, each party to execute the lease in the presence of an adult witness, not being a party to the lease, to whom notice is properly given. The solicitor for the lessee may sign the certificate on behalf of the lessee, the solicitor's name (not that of his/her firm) to be typewritten or printed adjacent to his/her signature.
 Any person falsely or negligently certifying is liable to the penalties provided by section 117 of the Real Property Act, 1900.
- ATTORNEY** (iii) If the lease is executed by an attorney for the lessor/lessee pursuant to a registered power of attorney, the form of signature must set out the full name of the attorney, and the form of execution must indicate the source of his/her authority, e.g., "AB by his/her attorney (or receiver or delegate, in the case may be) XY pursuant to power of attorney registered Book No.".
- AUTHORITY** (iv) If the lease is executed pursuant to an authority (other than specified in (iii)) the form of execution must indicate the statutory, judicial or other authority pursuant to which the lease has been executed.
- CORPORATION** (v) If the lease is executed by a corporation under seal, the form of execution should include a statement that the seal has been properly affixed, e.g., in accordance with the Articles of Association of the corporation. Each person attesting the affixing of the seal must state his/her position (e.g., Director, secretary) in the corporation.

OFFICE USE ONLY

FIRST SCHEDULE DIRECTIONS								
(A)	FOLIO IDENTIFIER	(B)	DIRECTION	(C)	NAME			
SECOND SCHEDULE AND OTHER DIRECTIONS								
(D)	FOLIO IDENTIFIER	(E)	DIRECTION	(F) NOTFN TYPE	(G)	DEALING NUMBER	(H)	DETAILS
	8500-177	ON	L		W128165			The Sydney County Council of Substation, Premises No 406, as shown in Plan with W128165 together with right of way and easement for electricity purposes over a part of the land above described expires 31-12-2034.

LOCATION PLAN

FOR LOCATION PLAN

SEE SP 677

Surveyor: W. DOUGLAS KIMBER

Surveyor's Ref: 7702.01.L01

Subdivision No: SC252/12

Lengths are in metres. Reduction Ratio N/A

Registered



3.12.2012



SP87659 P

00 10 20 30 40 50 60 70 80 90 100 110 120 130 140

NOTES

AREAS HAVE BEEN DETERMINED FOR STRATA TITLE PURPOSES ONLY & ARE APPROXIMATE & INCLUDE BALCONY

STRATUM OF BALCONY EXTENDS FROM THE CENTRE OF THE FLOOR UPWARDS FOR 2.745.

STRATUM OF CARSPACE IS LIMITED IN HEIGHT FROM THE CENTRE OF THE CONCRETE FLOOR UPWARDS FOR 2.745

SWFK DENOTES SOUTH WEST FACE OF CONCRETE KERB

SEFK DENOTES SOUTH EAST FACE OF CONCRETE KERB

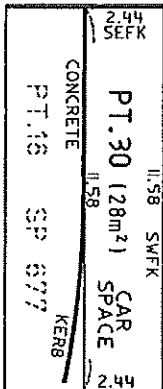
FK DENOTES FACE OF CONCRETE KERB

CP DENOTES COMMON PROPERTY

GROUND FLOOR

PT.13	PT.14	PT.16	PT.17		PT.22	PT.23	PT.24	PT.26
SP	SP	677			SP		677	SP
PT.30 (15m ²) STORE	31 12m ² STORE	32 12m ² STORE	PT.2 SP	PT.25 677	CP	337m ² STORE		

SEE



DIAG.

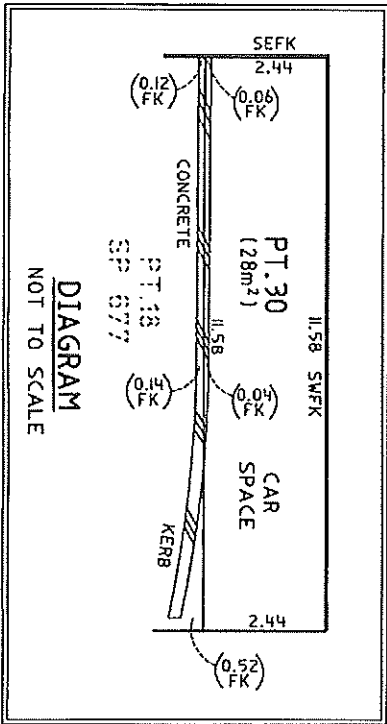


DIAGRAM
NOT TO SCALE

SEVENTH FLOOR

BALCONY	BALCONY	BALCONY
PT.25 SP 677	PT.30 (114m ²) TOTAL 157m ²	PT.27 SP 677




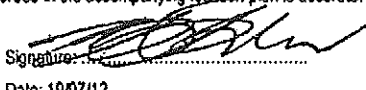
Surveyor: W. DOUGLAS KIMBER
Surveyor's Ref: 77702.01.L01
Subdivision No: SC252/12
Lengths are in metres. Reduction Ratio 1:150



Registered
3.12.2012

SP87659

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

STRATA PLAN ADMINISTRATION SHEET		Sheet 1 of 7 sheet(s)
Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)		 SP87659 S
The Owners - Strata Plan No 677		
Registered:  3.12.2012		Office Use Only
Purpose: SUBDIVISION STRATA PLAN OF SUBDIVISION		
PLAN OF SUBDIVISION OF LOT 26 SP 677		
The adopted by-laws for the scheme are: * A Model By-laws. * together with, Keeping of animals: Option *A/*B/*C * By-laws in sheets filed with plan. * strike out whichever is inapplicable * Insert the type to be adopted (Schedule 1 SSM Regulation 2010)		
Strata Certificate (Approved Form 5)		LGA: WARRINGAH Locality: COLLAROY Parish: MANLY COVE County: CUMBERLAND
(1) *The Council of *The Accredited Certifier <u>P.G. FRIEDMANN</u> Accreditation No. <u>BPB 0129</u> has made the required inspections and is satisfied that the requirements of; * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2007, * (b) Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2007. have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate. (2) The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with. (3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates. (4) The building encroaches on a public place and; * (a) The Council does not object to the encroachment of the building beyond the alignment of * (b) The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment. (5) This approval is given on the condition that lot(s) * are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986. Date <u>4/10/2012</u> Subdivision No. <u>SC 252/12</u> Relevant Development Consent No. <u>DA 2012/0873</u> issued by <u>WARRINGAH COUNCIL</u>  Authorised Person (General Manager/Accredited Certifier) * Strike through if inapplicable. * Insert lot numbers of proposed utility lots.		Surveyor's Certificate (Approved Form 3) I, W.DOUGLAS KIMBER (PH: 0417 231 788) of SMEC AUSTRALIA PTY LTD PO BOX 1507, LANE COVE NSW 2066 a surveyor registered under the Surveying and Spatial Information Act, 2002, hereby certify that: (1) Each applicable requirement of * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met * Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met. (2) * (a) the building encroaches on a public place; * (b) the building encroaches on land (other than a public place), and an appropriate easement has been created by A to permit the encroachment to remain. (3) the survey information recorded in the accompanying location plan is accurate.  Signature: Date: 19/07/12 * Strike through if inapplicable. * Insert the Deposited Plan Number or Dealing Number of the instrument that created the easement
SURVEYOR'S REFERENCE: 77702.01.L01		
Use STRATA PLAN FORM 3A for additional certificates, signatures and seals		

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

STRATA PLAN ADMINISTRATION SHEET Sheet 2 of 7 sheet(s)

PLAN OF SUBDIVISION OF LOT 26 SP 677

SP87659

Only

Registered: 3.12.2012

Office Use Only

Strata Certificate Details: Subdivision No: SC 252/12

Date: 4/10/2012

SCHEDULE OF UNIT ENTITLEMENT

(If space is insufficient use additional annexure sheet)

LOT NO.	UNIT ENTITLEMENT	LOT NO.	UNIT ENTITLEMENT
1	4406 (SP 677)	18	3878
2	4028 (SP 677)	19	3878
3	(SP 45104)	20	4325
4	(SP 45104)	21	4325
5	4325	22	3878
6	3878	23	3878
7	3878	24	4325
8	4325	25	5950
9	4325	26	(SP)
10	3878	27	5950 (SP 677)
11	3878	28	4028 (SP 45104)
12	4325	29	4406 (SP 45104)
13	4325	30	4539
14	3878	31	110
15	3878	32	110
16	4325	33	66
17	4325	AGGREGATE	115823

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

(If space is insufficient use additional annexure sheet)

SURVEYOR'S REFERENCE: 77702.01.L01

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 7 sheet(s)

PLAN OF SUBDIVISION OF LOT 26 SP 677

ss Only

SP87659

Office Use Only

Registered:  3.12.2012

Strata Certificate Details: Subdivision No: SC 252/12 Date: 4/10/2012

Approved Form 9

Certificate of Owners Corporation

The Owners - Strata Plan No. 677 certifies that:

(1) On [^]17/10/12... it passed a special resolution agreeing to the execution of the dealing or plan #..... pursuant to section 28(4) Strata Schemes (Freehold Development) Act 1973 or section 32(4) Strata Schemes (Leasehold Development) Act 1986;

(2) The requirements of section 28(3)(a)(ii) Strata Schemes (Freehold Development) Act 1973 or section 32(3)(a)(ii) Strata Schemes (Leasehold Development) Act 1986 have been complied with in respect of the said dealing or plan.

The common seal of the Owners - Strata Plan No 677 was hereunto affixed on [^]17/10/12 in the presence of MARK BAUCKER... being the person (s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....
.....



* Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

[^] Insert the applicable date.

SURVEYOR'S REFERENCE: 77702.01.L01

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 7 sheet(s)

PLAN OF SUBDIVISION OF LOT 26 SP 677

SP87659

Office Use Only

Registered: 3.12.2012

Strata Certificate Details: Subdivision No:

SC 252/12

Date: 4/10/2012

Approved Form 10

Certificate re Initial Period

(1) The Owners - Strata Plan No. 677 hereby certifies that in respect of their strata scheme that;

*(a) The local council or accredited certifier issued a strata certificate consenting to a subdivision on
^ 4/10/12.,

*(b) The local council or accredited certifier issued a strata certificate consenting to a notice of
conversion on ^.....,

*(c) The owners corporation issued a certificate indicating the passing of a special resolution
authorising the execution of a dealing on ^.....,
and,

*(2) The initial period expired before the above date.

*(3) At the above date the original proprietor owned all of the lots in the strata scheme and any
purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any
plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No 677 was hereunto affixed on ^ 17/10/12 in the
presence of ~~MARK BAYMANN~~ being the person(s) authorised by section 238 Strata Schemes
Management Act 1996 to attest the affixing of the seal.



* Strike through if inapplicable.

^ Insert appropriate date

SURVEYOR'S REFERENCE: 77702.01.L01

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 7 sheet(s)

PLAN OF SUBDIVISION OF LOT 26 SP 677

Use Only

SP87659

Office Use Only

Registered: 3.12.2012

Strata Certificate Details: Subdivision No: SC 252/12

Date: 4/10/2012

Approved Form 11

Certificate that Owners Corporation agrees to Schedule of Unit Entitlement

The Owners - Strata Plan No. 677 certifies that on ^{17/10/12} it passed a special resolution agreeing to each proposed unit entitlement and the proposed aggregate unit entitlement shown in the schedule attached to this certificate.

The common seal of the Owners - Strata Plan No. 677 was hereunto affixed on ^{17/10/12} in the presence of MARK BAUMANN being the person (s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

Insert appropriate date



SURVEYOR'S REFERENCE: 77702.01.L01

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 6 of 7 sheet(s)

PLAN OF SUBDIVISION OF LOT 26 SP 677

Only

SP87659

Office Use Only

Registered:  3.12.2012

Strata Certificate Details: Subdivision No:

SC 252/12

Date:

4/10/2012

Approved Form 12

Certificate of Owners Corporation

The Owners - Strata Plan No. 677 certifies that on ^{17/10/12} it passed a special resolution consenting to the subdivision illustrated on the plan herewith.

The common seal of the Owners - Strata Plan No. 677 was hereunto affixed on ^{17/10/12} in the presence of M. A. BAUMANN being the person (s) authorised by section 238 Strata Schemes Management Act 1996 to attest the affixing of the seal.

.....
.....
^ Insert appropriate date



SURVEYOR'S REFERENCE: 77702.01.L01

STRATA PLAN FORM 3A (Annexure Sheet)

WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 7 of 7 sheet(s)

PLAN OF SUBDIVISION OF LOT 26 SP 677

Only

SP87659

Registered: 3.12.2012

Office Use Only

Strata Certificate Details: Subdivision No: SC 252/12

Date: 4/10/2012

Signed for and on behalf of
WESTPAC BANKING CORPORATION
ABN 33 007 467 141
by its Attorney:

Antonio Varricchio
Tier Three Attorney
The Mortgage Centre

Power of Attorney registered at Land
and Property Information NSW
Book 4289 No. 332

I certify that the applicant, with whom I
am personally acquainted or as to whose
identity I am otherwise satisfied, signed
this application in my presence.

Signature of Witness:

Name of Witness:

Address of Witness:

Daytime telephone number of Witness: 25 Plerson Street
Lockleys SA 5032

06 84248319

Ullahalan

SURVEYOR'S REFERENCE: 77702.01.L01

Form: 15CH
Release: 201

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales

Strata Schemes Management Act 2015

Real Property Act 1900.

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.



AM636987V

(A) TORRENS TITLE

For the common property
CP/SP677

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

SYDNEY LEGAL AGENTS - INFOTRACK
268D LLP: 132579W

Reference: Lawyers Chambers / 372128

CODE

CH

(C) The Owners-Strata Plan No. 677 certify that a special resolution was passed on 23 May 2017

(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. NOT APPLICABLE

Added by-law No. special by-law no. 2.

Amended by-law No. NOT APPLICABLE

as fully set out below:

Please see Annexure A for consolidated by-laws of SP 677.

Please see page 6 of Annexure A for added special by-law no. 2.

(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 A.

(G) The seal of The Owners-Strata Plan No. 677 was affixed on 20th JULY 2017 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: [Signature]

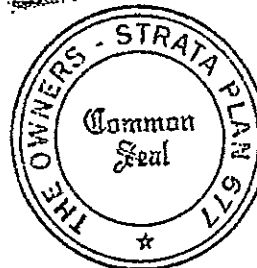
Name: TALOFA BOULI

Authority: STRATA MANAGER

Signature: _____

Name: _____

Authority: _____



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.
1705

ANNEXURE A TO CONSOLIDATION/CHANGE OF BY-LAWS FORM
15CH – SP677

MODEL BY-LAWS

Sch 1 Strata Schemes Management Act 1996

1 Noise

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

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property except with the written approval of the owners corporation.

3 Obstruction of common property

An owner or occupier of a lot must not obstruct lawful use of common property by any person.

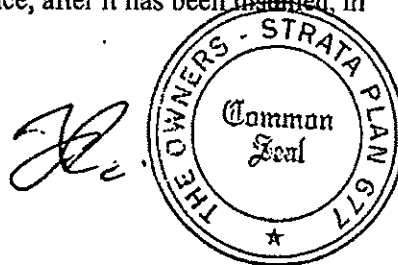
4 Damage to lawns and plants on common property

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

- (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.
- (2) An approval given by the owners corporation under subclause (1) cannot authorise any additions to the common property.
- (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.
- (4) Any such locking or safety device, screen, other device or structure must be installed in a competent and proper manner and must have an appearance, after it has been installed, in keeping with the appearance of the rest of the building.



(5) Despite section 62, the owner of a lot must maintain and keep in a state of good and serviceable repair any installation or structure referred to in subclause (3) that forms part of the common property and services the lot.

6 Behaviour of owners and occupiers

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

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

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

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

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 other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

11 Cleaning windows and doors

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

(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.

(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

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

(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.

(2) This by-law does not apply to floor space comprising a kitchen, laundry, lavatory or bathroom.

15 Garbage disposal

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, and

(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, and

(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 not more than 12 hours before the time at which garbage is normally collected, and

(d) when the garbage has been collected, must promptly return the receptacle to the lot or other area referred to in paragraph (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.

16 Keeping of animals

(1) Subject to section 49 (4), an owner or occupier of a lot must not, without the approval in writing of the owners corporation, keep any animal on the lot or the common property.

(2) The owners corporation must not unreasonably withhold its approval of the keeping of an animal on a lot or the common property.

17 Appearance of lot

(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.

(2) This by-law does not apply to the hanging of any washing, towel, bedding, clothing or other article as referred to in By-law 10.

18 Notice-board

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

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).

SPECIAL BY-LAWS

SPECIAL BY-LAW 1

A proprietor or occupier of a lot shall not park or stand any motor or other vehicle upon common property.

SPECIAL BY-LAW 2

Minor Renovations Rights

1. On the conditions set out in this by-law and with the prior written approval of the strata committee each Owner has the authority to carry out Minor Renovations to the common property in connection with the Owner's lot and, once installed, to maintain the approved Minor Renovations.
2. The owners corporation delegates its power to approve Minor Renovations to the strata committee.
3. The strata committee, when considering an Owner's proposal to conduct Minor Renovations may impose conditions on any approval and must not unreasonably withhold their approval.

Definitions

4. In this by-law, the following terms are defined to mean:
 - a. "Act" means the *Strata Schemes Management Act 2015* (NSW);
 - b. "Building" means the building located at 1122 Pittwater Road, Collaroy NSW 2097;
 - c. "Minor Renovations" includes work for the purpose of the following:
 - i. renovating a kitchen,
 - ii. changing recessed light fittings,
 - iii. installing or replacing wood or other hard floors,
 - iv. installing or replacing wiring or cabling or power or access points,
 - v. removing carpet or other soft floor coverings to expose underlying wooden or other hard floors,
 - vi. installing a rainwater tank,

- vii. installing a clothesline,
- viii. installing a reverse cycle split system air conditioner,
- ix. installing double or triple glazed windows,
- x. installing a heat pump,
- xi. installing ceiling insulation.

but does not include works set out in section 110(7) of the Act such as work involving structural changes, waterproofing, changes to the external appearances of a lot or requiring consent or other approval under any other statute, regulation or the like.

- d. "Owners" means an owner of a lot from time to time in the strata scheme.
5. Where any terms used in this by-law are defined in the Act, they will have the same meaning as those words attributed under the Act.
6. Words importing:
- a. the singular include the plural and vice versa; and
 - b. a gender includes any gender.
7. Any reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute.

Prior to Conducting the Minor Renovations

8. An Owner must make an application to the owners corporation for its approval to conduct the Minor Renovations by giving written notice of their proposed works to the owners corporation with the notice to include:
- a. details of the work, including copies of any plans,
 - b. the expected duration and times of the works,
 - c. details of the persons carrying out the work including that person's qualifications to carry out the work, and
 - d. arrangements to manage any resulting rubbish or debris.

9. Prior to conducting the Minor Renovations, the Owner and/or the tradesperson appointed by the Owner to carry out the Works must effect, and provide the owners corporation with certificates of, the following insurances:

- (a) contractor's all risk insurance (where applicable);
- (b) workers compensation insurance (where applicable);
- (c) home owners warranty insurance (where applicable); and
- (d) public liability insurance in the amount of \$10,000,000 including for and in respect of equipment located and/or utilised on common property in execution of the Minor Renovations.

Performance of the Works

10. In carrying out or maintaining the Minor Renovations the Owner must:

- a. ensure that the works are completed in a competent and proper manner and in accordance with the Building Code of Australia and relevant Australian Standards;
- b. transport each item including but not limited to construction materials, equipment and debris in the manner reasonably directed by the owners corporation;
- c. protect all areas of the Building both internal and external to the lot in a manner reasonably acceptable to the owners corporation;
- d. keep all areas of the common property outside the lot clean and tidy;
- e. only perform Minor Renovations at times approved by the owners corporation;
- f. not create noise which causes discomfort, disturbance, obstruction or interference with the activities of any other occupier of the Building;
- g. immediately remove all debris or waste resulting from the Minor Renovations from the Building and the common property;
- h. not vary or replace the Minor Renovations, as agreed to by the strata committee, without the prior written approval of the strata committee; and
- i. ensure that the Minor Renovations do not interfere with or damage the common property, or any lot of the property of any other lot owner or occupier (other than as approved in by the strata committee) and if this happens the Owner must rectify that interference or damage within a reasonable period of time.

Maintenance of the Minor Renovations

11. The Owner must properly maintain and keep the Minor Renovations and the common property to which they are attached in a state of good and serviceable repair.

Liability and Indemnity

12. The Owner is liable for any damage caused to any part of the common property, and any lot (including their lot), or other property arising from the Minor Renovations and will make good that damage immediately after it has occurred.
13. The Owner indemnifies the owners corporation against any legal liability, loss, damage, claim or proceedings that relates to the installation, performance, maintenance, replacement or removal of the Minor Renovations on or from the common property including but not limited to any liability under section 122(6) of the Act in respect of any property of the Owner.

Owner's Fixtures

14. The Minor Renovations shall remain the Owner's fixture.

Cost and Risk of the Works

15. The Minor Renovations (including their replacement or removal) are undertaken at the cost and risk of the Owner.

Right to Remedy Upon Default

16. If an Owner fails to comply with any obligation under this by-law, then the owner corporation may:
 - a. carry out all work necessary to perform that obligation;
 - b. in accordance with the provisions of the Act enter upon any part of the parcel to carry out that work;
 - c. recover the costs of carrying out that work from the Owner.
17. The costs referred to in paragraph 16(c) of this by-law may include any costs incurred by the owners corporation in carrying out any building repair work, security call-out charges, after hours building management or agency fees, administrative and legal costs to issue correspondence or any notices pursuant to this by-law and any other reasonable costs expended by the owners corporation in rectifying any damage occasioned to the common property by the respective Owner or in enforcing the terms of this by-law against the Owner of the lot.

18. If the costs referred to in paragraph 16(c) of this by-law are not paid at the end of one month after becoming due and payable they shall bear, until paid, simple interest at an annual rate of 10% and the owners corporation may recover as a debt any costs payable by the Owner pursuant to this by-law, not paid at the end of one month after they become due and payable, together with any interest payable and the expenses of the Owners Corporation incurred.



STRATA PLAN 45104

STRATA PLAN 45104

Registered:  20.10.1993

C.A.: Mo. 1374/93 of 1.10.1999

Purpose: STRATA PLAN OF
SUBDIVISION

Ref. Map : U 2760-11 #

1

Last Plan: 31617

777%

LARROY N.S.W.

1000

SECRET

STRATA PLAN 45104

IN PURSUANCE OF THE STRATA TITLES ACT, 1973, THE PROPRIETORS
 STRATA PLAN No:677..... HEREBY CERTIFIES THAT BY A
 RESOLUTION PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE
 ABOVE ACT AT A GENERAL MEETING HELD ON 30.04.1983, IT
 IT AGREED TO THE SUBDIVISION ILLUSTRATED BY THE PLAN WHICH
 IS IDENTIFIED BY THE SIGNATURE(S) OF THE WITNESS(ES) TO THE
 AFFIXING OF ITS SEAL TO THIS CERTIFICATE.

IN PURSUANCE OF THE STRATA TITLES ACT, 1973, THE PROPRIETORS
 STRATA PLAN No:677..... HEREBY CERTIFIES THAT IT HAS, BY
 THE SPECIAL RESOLUTION REFERRED TO IN SECTION 37(4)(d), AGREED
 TO EACH PROPOSED UNIT ENTITLEMENT AND THE PROPOSED AGGREGATE
 UNIT ENTITLEMENT SHOWN IN THE SCHEDULE ON WHICH THIS CERTIFICATE
 IS ENDORSED, WHICH IS IDENTIFIED BY THE SIGNATURES OF THE WITNESSES
 TO THE AFFIXING OF ITS SEAL HERETO.

THE COMMON SEAL OF THE PROPRIETORS - STRATA PLAN No:677
 WAS HEREUNTO AFFIXED ON 11.05.1983, IN THE PRESENCE OF
 ARTHUR R. BALANAGAL, BEING THE PERSON AUTHORISED BY
 SECTION 55 OF THE STRATA TITLES ACT, 1973, TO ATTEST THE AFFIXING
 OF THE SEAL.



.....

Reduction Ratio 1:

Lengths are in metres



Registered Surveyor

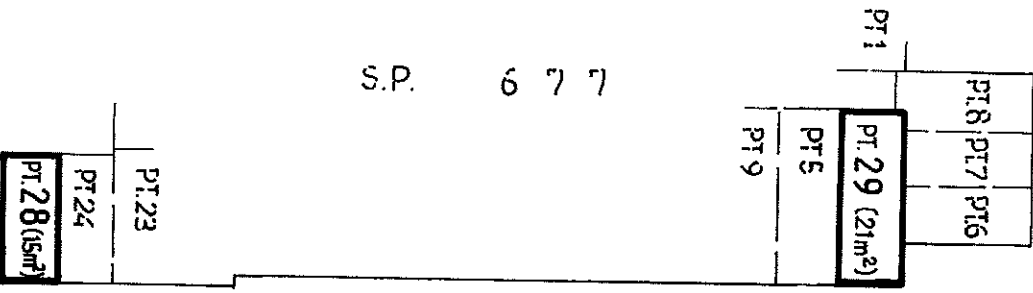
Council Clerk

GROUND FLOOR

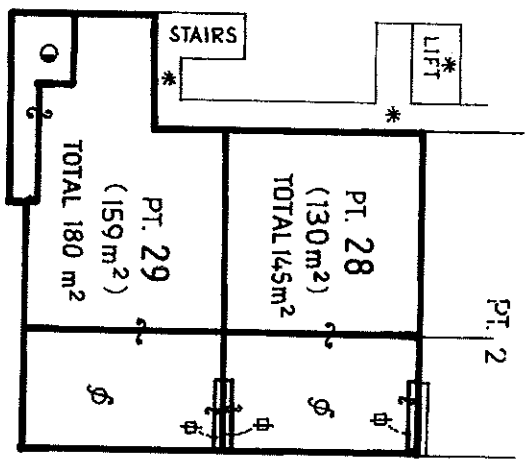
SCHEDULE OF UNIT ENTITLEMENT	
LOT N ^o	UNIT ENTITLEMENT
1	4406
2	4028
5	4325
6	3878
7	3878
8	4325
9	4325
10	3878
11	3878
12	4235
13	4235
14	3878
15	3878
16	4325
17	4325
18	3878
19	3878
20	4325
21	4325
22	3878
23	3878
24	4325
25	5950
26	4825
27	5950
28	4028
29	4406
AGGREGATE	115623

S.P. 677

FIRST FLOOR



S.P. 677



AREAS ARE APPROXIMATE ONLY & INCLUDE TERRACES BALCONIES & FLOWER BOXES WHERE SHOWN.

* DENOTES COMMON PROPERTY

Ø DENOTES TERRACE LIMITED IN HEIGHT FROM THE CENTRE OF THE FLOOR TO 2.74 ABOVE

○ DENOTES BALCONY LIMITED IN HEIGHT FROM THE CENTRE OF THE FLOOR TO 2.74 ABOVE
ϕ DENOTES FLOWER BOX LIMITED IN HEIGHT FROM THE CENTRE OF THE FLOOR TO 2.74 ABOVE.

Reduction Ratio 1:

Lengths are in metres

Registered Surveyor

Council Clerk





Northern Beaches Council Planning Certificate – Part 2

Applicant: SAI Global Property (Melbourne)
PO Box 447
SOUTHBANK VIC 3205

Reference: 55602362
Date: 21/02/2019
Certificate No. ePLC2019/0983

Address of Property: 23/1122 Pittwater Road COLLAROY NSW 2097
Description of Property: Lot 23 SP 677

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

1.1 The name of each environmental planning instrument that applies to the carrying out of development on the land:

1.1a) Local Environmental Plan

Warringah Local Environmental Plan 2011

1.1b) State Environmental Planning Policies and Regional Environmental Plans

State Environmental Planning Policy 1—Development Standards
State Environmental Planning Policy 19 – Bushland in Urban Areas
State Environmental Planning Policy 21 – Caravan Parks
State Environmental Planning Policy 30 – Intensive Agriculture
State Environmental Planning Policy 33 – Hazardous and Offensive Development
State Environmental Planning Policy 50 – Canal Estate Development
State Environmental Planning Policy 55 – Remediation of Land
State Environmental Planning Policy 62—Sustainable Aquaculture
State Environmental Planning Policy 64 – Advertising and Signage
State Environmental Planning Policy 65 – Design Quality of Residential Apartment Development
State Environmental Planning Policy No 70—Affordable Housing (Revised Schemes)
State Environmental Planning Policy (Affordable Rental Housing) 2009
State Environmental Planning Policy (Building Sustainability Index: BASIX) 2004

State Environmental Planning Policy (Educational Establishments and Child Care Facilities) 2017
 State Environmental Planning Policy (Exempt and Complying Development Codes) 2008
 State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004
 State Environmental Planning Policy (Infrastructure) 2007
 State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007
 State Environmental Planning Policy (Miscellaneous Consent Provisions) 2007
 State Environmental Planning Policy (State and Regional Development) 2011
 State Environmental Planning Policy (State Significant Precincts) 2005
 State Environmental Planning Policy (Vegetation in Non-Rural Areas) 2017
 Wholly Affected - State Environmental Planning Policy (Coastal Management) 2018
 Sydney Regional Environmental Plan No 20-Hawkesbury-Nepean River (No 2-1997)
 State Environmental Planning Policy No 44-Koala Habitat Protection
 Sydney Regional Environmental Plan (Sydney Harbour Catchment) 2005
 Sydney Regional Environmental Plan No 9-Extractive Industry (No 2-1995)

1.2 Draft Environmental Planning Instruments

The name of each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been subject of community consultation or on public exhibition under the Act (unless the Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved):

1.2 a) Draft State Environmental Planning Policies

Review of State Environmental Planning Policy 44 – Koala Habitat Protection
 State Environmental Planning Policy No 64— Advertising and Signage (Amendment No 3)
 Draft State Environmental Planning Policy (Environment)
 Draft State Environmental Planning Policy (Primary Production and Rural Development)
 Draft Amendment to State Environmental Planning Policy (Affordable Rental Housing) 2009

1.2 b) Draft Local Environmental Plans

Planning Proposal - Ralston Avenue (Belrose) (PEX2013/0003)

Applies to land: Lot 1 DP 1139826, Ralston Avenue, Belrose

Outline: Amends WLEP 2000 and WLEP 2011 to:

- Rezone land on Ralston Avenue Belrose from Locality C8 - Belrose North to part R2 Low Density Residential, part RE1 Public Recreation and part E3 Environmental Conservation.
- Introduce subdivision lot size and height of building controls to land proposed to be zoned R2 Low Density Residential.

Council resolution: 25 November 2014

Gateway Determination: 28 January 2015

Planning Proposal - Dee Why Town Centre Planning Controls (PEX2018/0002)

Applies to land: Dee Why Town Centre (boundaries identified within the Planning Proposal)

Outline: Amends WLEP 2011 to:

- Increase maximum permissible building heights
- Introduce floor space ratio controls
- Provide development standards in relation to car parking, building setbacks and building proportion

- Identify additional "Key Sites"
- Implement a delivery mechanism for key infrastructure and public domain improvements

Council resolution: 23 September 2014

Gateway Determination: 1 April 2015 amended 22 September 2016

1.3 Development Control Plans

The name of each development control plan that applies to the carrying out of development on the land:

Warringah Development Control Plan 2011

2. Zoning and land use under relevant Local Environmental Plans

For each environmental planning instrument or proposed instrument referred to in Clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

2.1 Zoning and land use under relevant Local Environmental Plans

2.1 (a), (b), (c) & (d)

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 R2 Low Density Residential

1 Objectives of zone

- To provide for the housing needs of the community within a low density residential environment.
- To enable other land uses that provide facilities or services to meet the day to day needs of residents.
- To ensure that low density residential environments are characterised by landscaped settings that are in harmony with the natural environment of Warringah.

2 Permitted without consent

Home-based child care; Home occupations

3 Permitted with consent

Bed and breakfast accommodation; Boarding houses; Boat sheds; Building identification signs; Business identification signs; Centre-based child care facilities; Community facilities; Dwelling houses; Educational establishments; Emergency services facilities; Environmental protection works; Exhibition homes; Group homes; Health consulting rooms; Home businesses; Hospitals; Places of public worship; Recreation areas; Respite day care centres; Roads; Secondary dwellings; Veterinary hospitals

4 Prohibited

Any development not specified in item 2 or 3

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

(e) 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.

(f) Critical habitat

The land does not include or comprise critical habitat.

(g) Conservation areas

The land is not in a heritage conservation area.

(h) Item of environmental heritage

The land does not contain an item of environmental heritage.

2.2 Draft Local Environmental Plan - if any

For any proposed changes to zoning and land use, see Part 1.2 b)

Please contact Council's Strategic and Place Planning unit with enquiries on 1300 434 434.

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

The *State Environmental Planning Policy (Sydney Region Growth Centres) 2006* does not apply to the land.

3. Complying Development

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

a) Housing Code

Coastline Hazard - Area of Wave Impact and Slope Adjustment

For the purposes of clause 1.19 (1) (f) and (5) (g), complying development may not be carried out on that part of the land identified being affected by a coastline hazard (Area of Wave Impact and Slope Adjustment) under *Warringah Local Environmental Plan 2011* as identified on the Coastline Hazard Map.

Coastline Hazard - Area Reduced Foundation Capacity

For the purposes of clause 1.19 (1) (f) and (5) (g), complying development may not be carried out on that part of the land identified being affected by a coastline hazard (Area of Reduced Foundation Capacity) under *Warringah Local Environmental Plan 2011* as identified on the Coastline Hazard Map.

b) Rural Housing Code**Coastline Hazard - Area of Wave Impact and Slope Adjustment**

For the purposes of clause 1.19 (1) (f) and (5) (g), complying development may not be carried out on that part of the land identified being affected by a coastline hazard (Area of Wave Impact and Slope Adjustment) under *Warringah Local Environmental Plan 2011* as identified on the Coastline Hazard Map.

Coastline Hazard - Area Reduced Foundation Capacity

For the purposes of clause 1.19 (1) (f) and (5) (g), complying development may not be carried out on that part of the land identified being affected by a coastline hazard (Area of Reduced Foundation Capacity) under *Warringah Local Environmental Plan 2011* as identified on the Coastline Hazard Map.

c) Low Rise Medium Density Code

Complying Development under the Low Rise Medium Density Code may not be carried out on all the land.

Note: Pursuant to clause 3B.63 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, all land in Northern Beaches Council is a 'deferred area' meaning that the Low Rise Medium Density Code does not apply until 1 July 2019.

d) Greenfield Housing Code

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

e) Housing Alterations Code

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

f) General Development Code

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

g) Commercial and Industrial Alterations Code

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

h) Commercial and Industrial (New Buildings and Additions) Code**Coastline Hazard - Area of Wave Impact and Slope Adjustment**

For the purposes of clause 1.19 (1) (f) and (5) (g), complying development may not be carried out on that part of the land identified being affected by a coastline hazard (Area of Wave Impact and Slope Adjustment) under *Warringah Local Environmental Plan 2011* as identified on the Coastline Hazard Map.

Coastline Hazard - Area Reduced Foundation Capacity

For the purposes of clause 1.19 (1) (f) and (5) (g), complying development may not be carried out on that part of the land identified being affected by a coastline hazard (Area of Reduced Foundation Capacity) under *Warringah Local Environmental Plan 2011* as identified on the Coastline Hazard Map.

i) Container Recycling Facilities Code

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

j) Subdivisions Code

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

k) Demolition Code

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

l) Fire Safety Code

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

4, 4A (Repealed)

4B. 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).

5. Mine Subsidence

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

6. 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.

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

- (a) Council has adopted a number of policies with regard to various hazards or risks which may restrict development on this land. The identified hazard or risk and the respective Council policies which affect the property, if any, are listed below (other than flooding – see 7A):

Acid Sulfate Soils-Class 4

This land is identified as Acid Sulfate Soils Class 4 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

Acid Sulfate Soils-Class 5

This land is identified as Acid Sulfate Soils Class 5 on the Acid Sulfate Soils Map of the *Warringah Local Environmental Plan 2011* (WLEP 2011). Restrictions apply to the carrying out of works on this land under Clause 6.1 of the WLEP 2011.

Coastline Hazard Map - Area Wave Impact and Slope Adjustment - Collaroy-Narrabeen Beach and Fisherman's Beach

The land is identified as being on the *Warringah Local Environmental Plan 2011 - Coastline Hazard Map* as an Area of Wave Impact and Slope Adjustment and is also subject to the certified Coastal Zone Management Plan for Collaroy-Narrabeen Beach and Fishermans Beach. Restrictions apply to the carrying out of works on this land under Clause 6.5 (Coastline Hazards) of the *Warringah Local Environmental Plan 2011* and section E9 (Coastline Hazard) of the *Warringah Development Control Plan 2011*.

Coastline Hazard Map - Area Reduced Foundation Capacity - Collaroy-Narrabeen Beach and Fisherman's Beach

The land is identified as being on the *Warringah Local Environmental Plan 2011 - Coastline Hazard Map* as an Area of Reduced Foundation Capacity and is also subject to the certified Coastal Zone Management Plan for Collaroy-Narrabeen Beach and Fishermans Beach. Restrictions apply to the carrying out of works on this land under Clause 6.5 (Coastline Hazards) of the *Warringah Local Environmental Plan 2011* and section E9 (Coastline Hazard) of the *Warringah Development Control Plan 2011*.

- (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

7A. Flood related development control Information

- (1) Development on the land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or seniors housing) is not subject to flood related development controls.
- (2) Development on the land or part of the land for any other purpose is not subject to flood related development controls.

8. 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 27 of the Act.

9. Contribution plans

The following applies to the land:

Northern Beaches Contributions Plan 2018

9A. 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*).

10. Biodiversity Stewardship Sites

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

10A. Native vegetation clearing set asides

Council has not been notified by Local Land Services of the existence of a set aside area under section 60ZC of the *Local Land Services Act 2013*.

11. Bush fire prone land

Bush Fire Prone Land

The land is not bush fire prone land.

Draft Northern Beaches Bush Fire Prone Land Map 2018

The land is not bush fire prone land.

12. 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.

13. 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.

14. Directions under Part 3A

There is not a direction by the Minister in force under section 75P(2) (c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect.

15. Site compatibility certificates and conditions for seniors housing

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

- (b) No condition of consent applies to the property that limits the kind of people who may occupy the premises/ development. This refers only to consents granted after 11 October 2007 with conditions made in accordance with clause 18(2) of *State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004*.

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

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

17. Site compatibility certificate and conditions for affordable rental housing

- (a) There is not a current site compatibility certificate (affordable rental housing), of which the council is aware, in respect of proposed development on the land.
- (b) There are not terms of a kind referred to in clause 17 (1) or 38 (1) of *State Environmental Planning Policy (Affordable Rental Housing) 2009* that have been imposed as a condition of consent to a development application in respect of the land.

18. Paper subdivision information

There is no current paper subdivision, of which council is aware, in respect of this land according to Part 16C of the *Environmental Planning and Assessment Regulation 2000*.

19. Site verification certificates

There is no current site verification certificate, of which council is aware, in respect of the land according to Part 4AA of the *State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007*.

20. 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.

21 Affected building notices and building product rectification orders

- (1) There is not an affected building notice of which the council is aware that is in force in respect of the land.
- (2) 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
- (3) 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 clause:

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

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

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 not the subject of a site audit statement

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



Ray Brownlee PSM
Chief Executive Officer

21/02/2019

~~PETROVICHAY WATER TREATMENT AND DRAINAGE BOARD~~

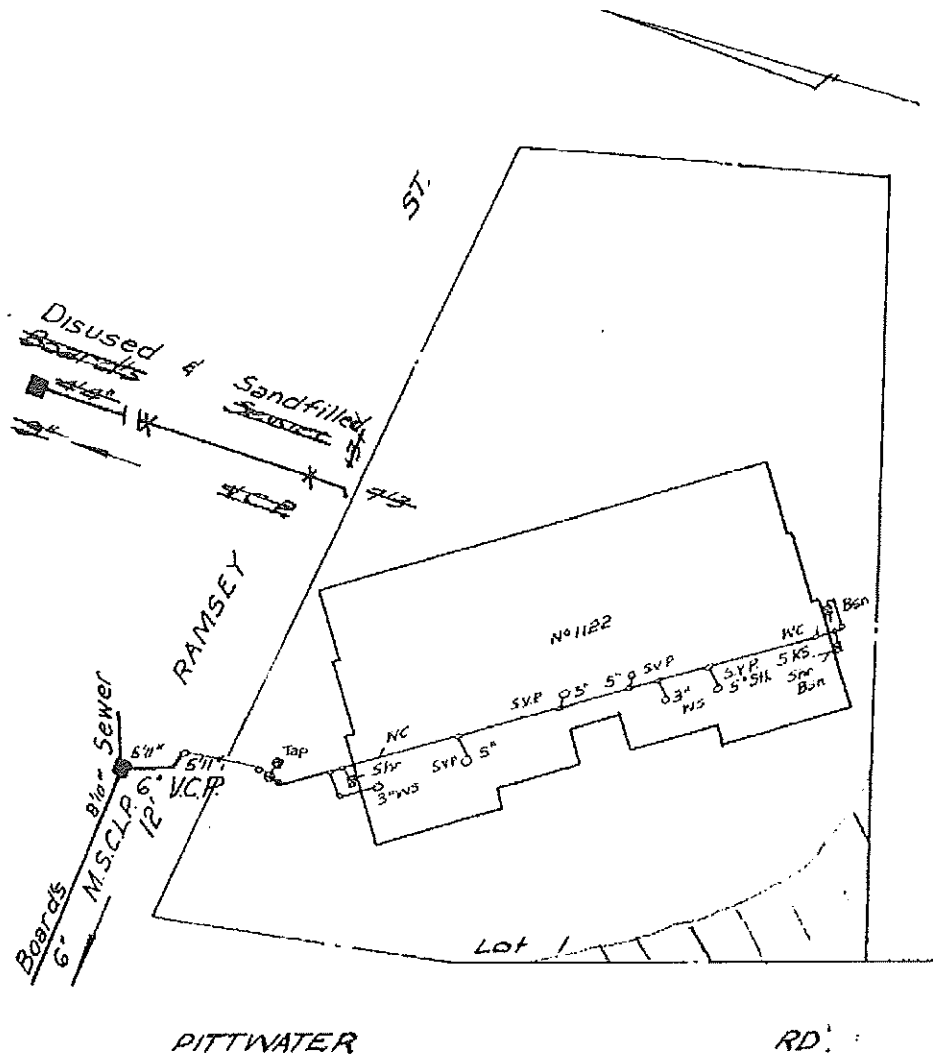
No. 538265

✱ 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	○ Vert.	Vertical Pipe	T.	Tubs	W.I.P.	Wrought Iron Pipe
⊗ Gully	○ V.P.	Vent. Pipe	K.S.	Kitchen Sink	C.I.P.	Cast Iron Pipe
⊗ P.T. P. Trap	○ 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

Scale: 40 Feet To An inch

SEWER AVAILABLE

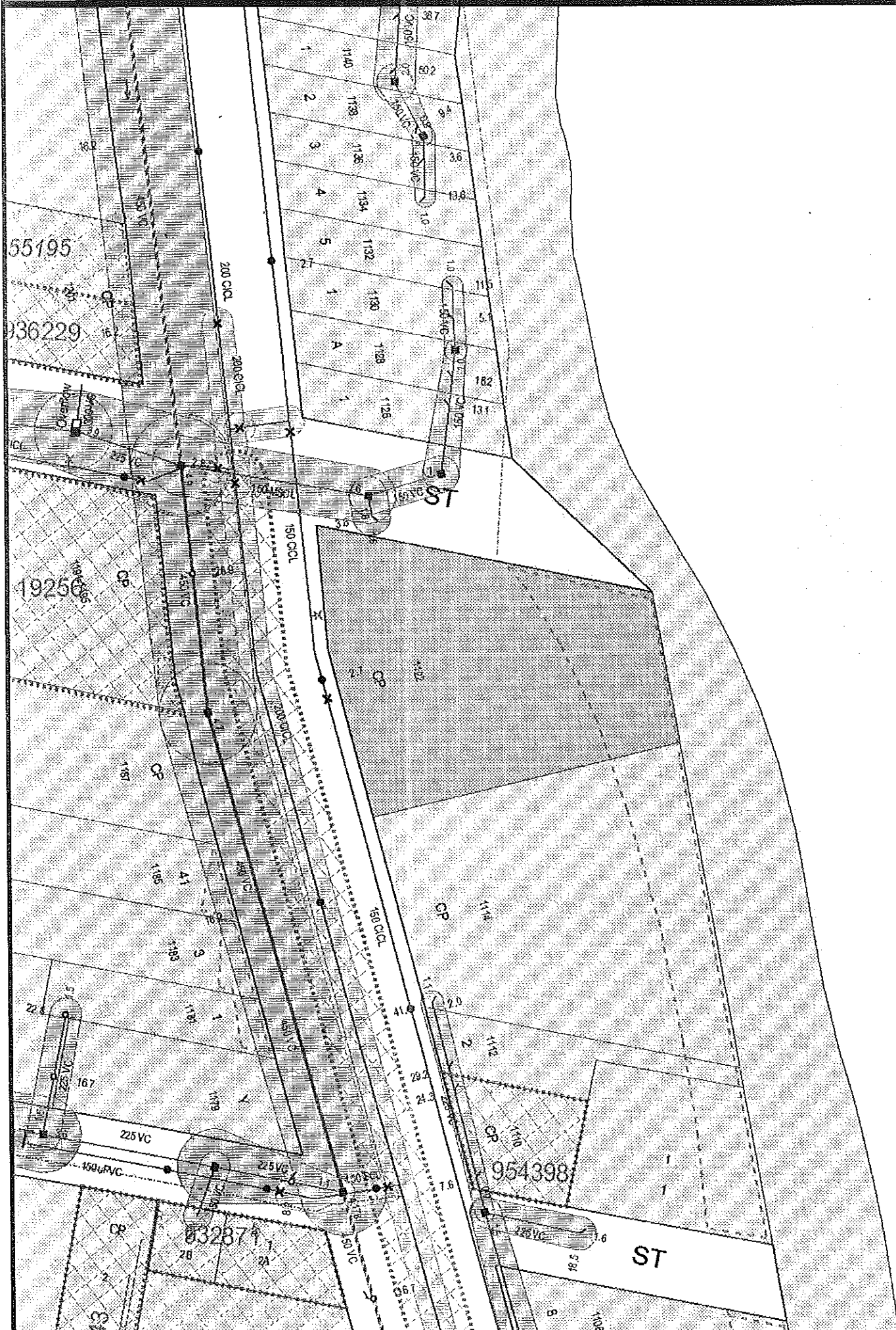
Where the sewer is not available and a special inspection is involved the Board accepts no responsibility for the suitability of the drainage in relation to the eventual position of the Board's Sewer



RATE No. _____ W.C.s 32 U.C.s _____ 19
SHEET No. 9024 OFFICE USE ONLY For Engineer House Services

DRAINAGE			PLUMBING		
W.G.	Supervised by	Date	BRANCH OFFICE	Supervised by	Date
Bth.		/ /	Date		/ /
Shr.	Inspector		Outfall	Inspector	
Bsn.	Examined by		Drain		
K.S.			Plumber		
T.		/ /	Boundary Trap		
Pig.	Chief Inspector				
Doc. Int.					

NOTE This diagram only indicates availability of a sewer and any sewerage service shown as existing in Sydney Water's records. The existence and position of Sydney Water's sewers, stormwater channels, pipes, mains and structures should be ascertained by inspection of maps available at any of Sydney Water's Customer Centres. Position of structures, boundaries, sewers and sewerage services shown hereon are approximately only.



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**.



Revenue

Enquiry ID 3050687
Agent ID 112176669
Issue Date 21 Mar 2019
Correspondence ID 1687209427
Your reference Maloney Sale

SAI GLOBAL PROPERTY DIVISION PTY LTD
GPO Box 5420
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S677/23	Unit 23, 1122 PITTWATER RD COLLAROY 2097	\$404 716

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2019 tax year.

Yours sincerely,

Stephen R Brady

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

The outstanding tax must be paid to clear a certificate. To do this, follow the steps shown on the certificate or contact Revenue NSW. Please allow 10 working days for your request to be processed.

How do I get an updated certificate?

A certificate can be updated by using our online clearance certificate service at www.revenue.nsw.gov.au, or by re-processing the certificate through your Client Service Provider (CSP).

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.



landtax@revenue.nsw.gov.au

* Overseas customers call +61 2 9761 4956
Help in community languages is available.